



**Request for Proposal (RFP) for
Integrated Parking Management System
Solicitation Number: 32-20**

Submission Deadline: Thursday, November 19, 2020, 2:00 p.m. CT

Please direct inquiries to:

**Michael Back, CEO
3700 O'Donnell St., Suite 200
Baltimore, MD
21224
416-315-7659
michael@honkmobile.com**

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Tab 1 – Master Agreement

General Terms and Conditions

Customer Support

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

Disclosures

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

Renewal of Contract

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

Funding Out Clause

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

Shipments (if applicable)

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

Tax Exempt Status

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

Payments

- The entity using the contract will make payments directly to the awarded vendor or their affiliates (distributors/business partners/resellers) as long as written request and approval by NCPA is provided to the awarded vendor.

Adding authorized distributors/dealers

- Awarded vendors may submit a list of distributors/partners/resellers to sell under their contract throughout the life of the contract. Vendor must receive written approval from NCPA before such distributors/partners/resellers considered authorized.
- Purchase orders and payment can only be made to awarded vendor or distributors/business partners/resellers previously approved by NCPA.
- Pricing provided to members by added distributors or dealers must also be less than or equal to the pricing offered by the awarded contract holder.
- All distributors/partners/resellers are required to abide by the Terms and Conditions of the vendor's agreement with NCPA.

Pricing

- All pricing submitted shall include the administrative fee to be remitted to NCPA by the awarded vendor. It is the awarded vendor's responsibility to keep all pricing up to date and on file with NCPA.
- All deliveries shall be freight prepaid, F.O.B. destination and shall be included in all pricing offered unless otherwise clearly stated in writing

Warranty

- Proposals should address each of the following:
 - Applicable warranty and/or guarantees of equipment and installations including any conditions and response time for repair and/or replacement of any components during the warranty period.
 - Availability of replacement parts
 - Life expectancy of equipment under normal use
 - Detailed information as to proposed return policy on all equipment

Indemnity

- The awarded vendor shall protect, indemnify, and hold harmless Region 14 ESC and its participants, administrators, employees and agents against all claims, damages, losses and

expenses arising out of or resulting from the actions of the vendor, vendor employees or vendor subcontractors in the preparation of the solicitation and the later execution of the contract.

Franchise Tax

- The respondent hereby certifies that he/she is not currently delinquent in the payment of any franchise taxes.

Supplemental Agreements

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

Certificates of Insurance

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

Legal Obligations

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

Protest

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

Force Majeure

- If by reason of Force Majeure, either party hereto shall be rendered unable wholly or in part to carry out its obligations under this Agreement then such party shall give notice and full particulars of Force Majeure in writing to the other party within a reasonable time after occurrence of the event or cause relied upon, and the obligation of the party giving such notice, so far as it is affected by such Force Majeure, shall be suspended during the continuance of the inability then claimed, except as hereinafter provided, but for no longer period, and such party shall endeavor to remove or overcome such inability with all reasonable dispatch.
- The term Force Majeure as employed herein, shall mean acts of God, strikes, lockouts, or other industrial disturbances, act of public enemy, orders of any kind of government of the United States or any civil or military authority; insurrections; riots; epidemics; landslides; lighting; earthquake; fires; hurricanes; storms; floods; washouts; droughts; arrests; restraint of government and people; civil disturbances; explosions, breakage or accidents to machinery, pipelines or canals, or other causes not reasonably within the control of the party claiming such inability. It is understood and agreed that the settlement of strikes and lockouts shall be entirely within the discretion of the party having the difficulty, and that the above requirement that any Force Majeure shall be remedied with all reasonable dispatch shall not require the settlement of strikes and lockouts by acceding to the demands of the opposing party or parties when such settlement is unfavorable in the judgment of the party having the difficulty

Prevailing Wage

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

Miscellaneous

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

Open Records Policy

- Because Region 14 ESC is a governmental entity responses submitted are subject to release as public information after contracts are executed. If a vendor believes that its response, or parts of its response, may be exempted from disclosure, the vendor must specify page-by- page and line-by-line the parts of the response, which it believes, are exempt. In addition, the respondent must

specify which exception(s) are applicable and provide detailed reasons to substantiate the exception(s).

- The determination of whether information is confidential and not subject to disclosure is the duty of the Office of Attorney General (OAG). Region 14 ESC must provide the OAG sufficient information to render an opinion and therefore, vague and general claims to confidentiality by the respondent are not acceptable. Region 14 ESC must comply with the opinions of the OAG. Region 14 ESC assumes no responsibility for asserting legal arguments on behalf of any vendor. Respondent are advised to consult with their legal counsel concerning disclosure issues resulting from this procurement process and to take precautions to safeguard trade secrets and other proprietary information.

Master Agreement Terms and Conditions are Acknowledged and understood.

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 \$30 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 respondents are conducted for the purpose clarifications involving information essential for determining the acceptability of a proposal or that provides respondent an opportunity to revise or modify its proposal. Region 14 ESC will not assist respondent bring its proposal up to the level of other proposals through discussions. Region 14 ESC will not indicate to respondent a cost or price that it must meet to neither obtain further consideration nor will it provide any information about other respondents' proposals or prices.

- ◆ Multiple Awards
 - Multiple Contracts may be awarded as a result of the solicitation. Multiple Awards will ensure that any ensuing contracts fulfill current and future requirements of the diverse and large number of participating public agencies.

- ◆ Past Performance
 - Past performance is relevant information regarding a vendor's actions under previously awarded contracts; including the administrative aspects of performance; the vendor's history of reasonable and cooperative behavior and commitment to customer satisfaction; and generally, the vendor's businesslike concern for the interests of the customer.

Evaluation Criteria

- ◆ Pricing (40 points)
 - Electronic Price Lists
 - Products, Services, Warranties, etc. price list
 - Prices listed will be used to establish both the extent of a vendor's product lines, services, warranties, etc. available from a particular bidder and the pricing per item.

- ◆ Ability to Provide and Perform the Required Services for the Contract (25 points)
 - Product Delivery within participating entities specified parameters
 - Number of line items delivered complete within the normal delivery time as a percentage of line items ordered.
 - Vendor's ability to perform towards above requirements and desired specifications.
 - Past Cooperative Program Performance
 - Quantity of line items available that are commonly purchased by the entity.
 - Quality of line items available compared to normal participating entity standards.

- ◆ References (15 points)
 - A minimum of ten (10) customer references for product and/or services of similar scope dating within past 3 years

- ◆ Technology for Supporting the Program (10 points)
 - Electronic on-line catalog, order entry use by and suitability for the entity's needs
 - Quality of vendor's on-line resources for NCPA members.
 - Specifications and features offered by respondent's products and/or services

- ◆ Value Added Services Description, Products and/or Services (10 points)
 - Marketing and Training
 - Minority and Women Business Enterprise (MWBE) and (HUB) Participation
 - Customer Service

Signature Form

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

Prices are guaranteed: **120 days**

Company name	<u>HonkMobile USA Ltd.</u>
Address	<u>3700 O'Donnell St., Suite 200</u>
City/State/Zip	<u>Baltimore, MD 21224</u>
Telephone No.	<u>416-315-7659</u>
Fax No.	<u></u>
Email address	<u>michael@honkmobile.com</u>
Printed name	<u>Michael Back</u>
Position with company	<u>Founder & CEO</u>
Authorized signature	<u></u>

Tab 2 – NCPA Administration Agreement

This Administration Agreement is made as of December 8, 2020, by and between National Cooperative Purchasing Alliance (“NCPA”) and HonkMobile USA Ltd. (“Vendor”).

Recitals

WHEREAS, Region 14 ESC has entered into a certain Master Agreement dated December 8, 2020, referenced as Contract Number 05-48, 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 Integrated Parking Management System;

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 (15th) 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.

National Cooperative Purchasing Alliance:

Name: Matthew Mackel

Title: Director, Business Development

Address: PO Box 701273

Vendor: HonkMobile USA

Name: Patrick Szwec

Title: Vice President, Business Development

Address: 3700 O'Donnell St. Suite 200

Houston, TX 77270

Baltimore, MD 21224

Signature:

Signature:

Date: December 8, 2020

Date: November 18, 2020

Honk has reviewed this NCPA Administration Agreement and, should it be a successful proponent, is prepared to accept these terms.

Tab 3 – Vendor Questionnaire

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

◆ States Covered

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

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

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

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

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

- ◆ **Minority and Women Business Enterprise (MWBE) and (HUB) Participation**
 - It is the policy of some entities participating in NCPA to involve minority and women business enterprises (MWBE) and historically underutilized businesses (HUB) in the purchase of goods and services. Respondents shall indicate below whether or not they are an M/WBE or HUB certified.
 - **Minority / Women Business Enterprise**
 - Respondent Certifies that this firm is a M/WBE
 - **Historically Underutilized Business**
 - Respondent Certifies that this firm is a HUB

- ◆ **Residency**
 - Responding Company’s principal place of business is in the city of **Baltimore**, State of **Maryland**

- ◆ **Felony Conviction Notice**
 - Please Check Applicable Box;
 - A publicly held corporation; therefore, this reporting requirement is not applicable.
 - Is not owned or operated by anyone who has been convicted of a felony.
 - Is owned or operated by the following individual(s) who has/have been convicted of a felony
 - If the 3rd box is checked, a detailed explanation of the names and convictions must be attached.

- ◆ **Distribution Channel**
 - Which best describes your company’s position in the distribution channel:

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

◆ Processing Information

➤ Provide company contact information for the following:

▪ Sales Reports / Accounts Payable

Contact Person:	Ariel Picillo	
Title:	Controller	
Company:	Honk	
Address:	3700 O'Donnell St., Suite 200	
City: Baltimore	State: MD	Zip: 21224
Phone: 416-619-0731	Email: accounting@honkmobile.com	

▪ Purchase Orders

Contact Person:	Ariel Picillo	
Title:	Controller	
Company:	Honk	
Address:	3700 O'Donnell St., Suite 200	
City: Baltimore	State: MD	Zip: 21224
Phone: 416-619-0731	Email: accounting@honkmobile.com	

▪ Sales & Marketing

Contact Person:	Patrick Szwec	
Title:	Vice President Business Development	
Company:	Honk	
Address:	3700 O'Donnell St., Suite 200	
City: Baltimore	State: MD	Zip: 21224
Phone: 443-417-4219	Email: patrick@honkmobile.com	

◆ Pricing Information

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

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

Yes No

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

Yes No

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

Yes No

Tab 4 – Vendor Profile

Please provide the following information about your company:

- ◆ Company’s official registered name.

HonkMobile USA Ltd.

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

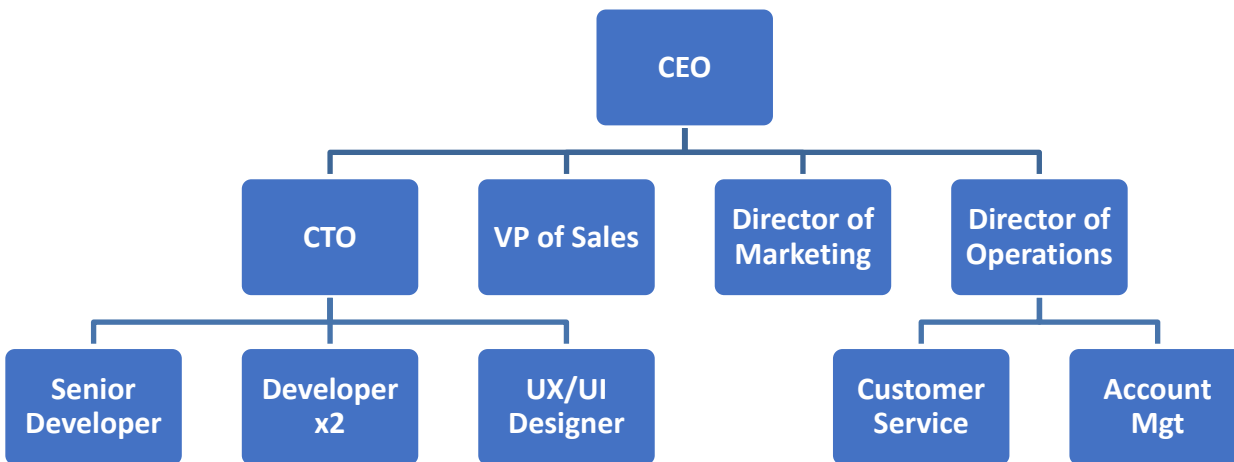
Honk is North America’s leading provider of safe, contactless payments for the parking industry. Since 2014, HonkMobile USA Ltd. and its parent company Honk Mobile Inc. have been providing contactless payment solutions that make parking easier, faster, and safer for drivers. Motorists can download the HonkAPP to search, pay for and extend their parking session right from their phone. Or they can opt to use HonkTAP patent-pending smart stations for a contactless way to pay. Users simply tap or scan a mobile phone — no app download or pay station required. Honk is accepted at over 3,000 locations and is trusted by millions of drivers across North America.

- ◆ Company’s Dun & Bradstreet (D&B) number.

254273613

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

The following diagram illustrates our organizational chart of our company followed by a brief biography of those individuals that will be involved in the contract:



Michael Back, Founder & CEO

Since founding Honk in 2013, Michael has built Honk into an international provider of on-demand mobile parking solutions that allow consumers to search, reserve, pay for, and extend their parking session from the convenience of a mobile phone, tablet, or any internet-connected device. Honk lists more than 200,000 parking spaces across North America on behalf of colleges and universities, municipalities, airports, private real estate owners, and commercial parking operators.

Previously, Michael founded Collective Point of Sale Solutions (CPOS), which evolved to be one of Canada's largest merchant acquirers and a leading provider of debit and credit card processing services. In 2013, Michael sold his company to Elavon, a leading global payments provider and wholly owned subsidiary of U.S. Bancorp (NYSE: USB).

Michael Back holds an MBA from the Schulich School of Business at York University and a BA in economics from Western University.

Tony La, CTO

Tony joined Honk as its CTO in 2015. He set the strategic vision and has guided the software development team ever since. Prior to joining Honk, Tony built a boutique Ruby on Rails consultancy, Digital Alchemy Consulting, to help start-ups and small businesses develop and launch products. The unique value proposition was the ability to translate desired business outcomes from non-technical clients into clear, reliable, and maintainable software. He helped two start-ups (Suite1521 and HoodQ) define, develop, and launch their core offering; he helped several others (Easi and Rourke) launch new products that generated millions of dollars of revenue.

Previously, Tony was the lead developer at Pingg.com. He was the driving force behind the development of much of the firm's core infrastructure and software, most notably the invitation designer/generation software that powers all core products. The completely autonomous system allows independent, third-party designers to create and publish their own designs, which users may select and further customize via a cloud-based what-you-see-is-what-you-get (WYSIWYG) editor. The customized designs can be sent as electronic invitations or physical invitations that arrive via the postal service. Pingg.com was eventually sold to Celebrations.com, a wholly owned subsidiary of 1-800-Flowers.com.

Tony holds a BAsC in computer engineering from the University of Toronto.

Mia Brown, Director of Operations

Before joining Honk, Mia worked as a seasoned management consultant, project manager, and group facilitator spanning industries from public-sector healthcare and municipal government to private industry and not-for-profit management. Mia has an exceptional ability to connect with and engage individuals at all levels.

Mia manages implementations for Honk and leads Honk's technical, creative, and training personnel to seamlessly and efficiently get customers up and running with the full suite of Honk solutions. She facilitates data transfer (e.g., rate rules), software integration, signage design and placement, on-site training for enforcement personnel, and training for administrative staff so they may create useful dashboards.

Patrick Szvec, VP of Sales

Patrick joined Honk in January 2020 to lead the United States business development efforts for Honk. Before joining Honk, Patrick worked as a business development and general manager for parking management and technology companies in the parking industry. Patrick brings 14+ years of management and parking tech experience to Honk to assist in overall client growth, development of new market verticals and to assist further with Honk product enhancements.

- ◆ Corporate office location.
 - List the number of sales and services offices for states being bid in solicitation.
 - List the names of key contacts at each with title, address, phone and e-mail address.

Honk maintains its corporate location for the US at the following address:

3700 O'Donnell St.
Suite 200
Baltimore, MD 21224

The following four individuals are key contacts at that location:

- Michael Back, Founder & CEO, 416-315-7659, michael@honkmobile.com
- Tony La, CTO, 647-236-6375, tony@honkmobile.com
- Mia Brown, Director of Operations, 416-788-7555, mia@honkmobile.com
- Patrick Szvec, Vice President of Sales, 443-417-4219, patrick@honkmobile.com

- ◆ Define your standard terms of payment.

Where Honk acts as the merchant of record, fees are automatically deducted on a monthly basis from the gross volume transacted. Where Honk processes on a customer's merchant account, fees are invoiced monthly and are due net 30 days.

- ◆ Who is your competition in the marketplace?

ParkMobile, Passport Parking, PaybyPhone, Flowbird Group, T2 Systems, IPS Group, MacKay Meters.

- ◆ Provide Annual Sales for last 3 years broken out into the following categories:
 - Cities / Counties
 - K-12
 - Higher Education
 - Other government agencies or non-profit organizations

Due to confidentiality reasons, Honk is unable to disclose this information at the present time. Should we be selected as a successful proponent, we will happily provide this information under a confidentiality agreement.

- ◆ What differentiates your company from competitors?

Honk delivers a complete parking operating system with the largest breadth and depth of payment solutions in the marketplace that no competitor comes close to matching. These include but are not limited to:

- HonkAPP – pay by app
 - HonkTAP – Honk’s patent pending virtual paystation that replaces a parking meter with no app required
 - HonkWEB – pay by web
 - HonkKIO – tablet-based payment kiosk for those without a mobile phone
 - HonkPASS – the industry’s first and only prepaid package of electronic parking credits
 - On-demand purchases and advanced reservations
 - Daily parking, monthly parking, long-term permits and event rates
 - Customized promo codes and discounting mechanisms
 - Real-time payments and pre-funded wallets
 - Business intelligence and detailed reporting
- ◆ Describe how your company will market this contract if awarded.

If awarded, Honk’s marketing of this contract with NCPA will consist of, but not be limited to:

- Issuing a press release through the various distribution channels and to all parking mobility and transportation cohorts around the United States including the NPA, IPMI and PIE
 - Announcing the partnership with NCPA on LinkedIn and various other social media outlets
 - Leverage Parking Today publication to announce award
 - Add press release to Honk Website
 - Email Honk’s database of current and prospective customers notifying them that the NCPA contract has been awarded
- ◆ Describe how you intend to introduce NCPA to your company.

NCPA is a resource to help Honk find and acquire new business in the education and government sectors that are putting their business out to bid. NCPA will submit to RFP’s pertaining to mobile payment solutions on Honks behalf.

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

N/A. Honk does not have an online catalog or ordering website. All business development activities are conducting by a trained salesperson working in close contact with a customer.

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

Honk operates its customer service center 24hrs per day, 7 days a week, 365 days per year.

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

Honk is a company built on sustainable values and ethos. Our unwavering commitment to deliver parking payments in the utmost environmentally responsible fashion is at the core of everything we do at Honk. It is our mission to bring green, zero-waste payments to parking across the globe - and in turn - eliminate the unnecessary, wasteful use of paper and energy consumption.

Honk is committed to minimizing our impact on the environment – to protect the planet; ensure resources are available for future generations; and create a better quality of life for all living beings. We recognize that the way in which we operate has an impact on the environment and are committed to integrating sustainability best practice into our decision-making and business activities worldwide.

Our key impacts arise from waste generation, energy use including travel, and resource consumption. We are seeking to minimize these impacts through continual improvement in our environmental performance.

In seeking to improve our environmental performance, we focus on the following areas in particular:

Waste management: We manage waste generated by our business as efficiently as possible, and will seek to reduce, reuse and recycle waste wherever possible.

- Recycling. Paper, plastic, glass, and aluminum containers are collected and sent to the City of Toronto's recycling program.
- Composting. Food waste is collected, stored under refrigeration and sent to the City of Toronto's green program.

Reduction of greenhouse gases: We include environmental considerations such as energy efficiency into the acquisition, design and operation of all our buildings where practicable. We will promote the use of travel options or alternatives to travel that minimize our impact on the environment.

Public transit and carpooling: Our head office is conveniently located on a subway line and we encourage the use of public transit or carpooling by subsidizing the costs of both transit passes and parking fees for those who choose to participate.

Telecommuting: The best drive to work is no drive at all. We want our staff to be as productive as possible and provide them with the tools to do their jobs wherever they may be - at home, in the office or on the road.

Water consumption: We manage our water consumption by installing water efficient measures in our offices where possible and feasible.

Stakeholder engagement: We encourage and promote environmental awareness amongst our staff through information, instruction and training.

Communication: We communicate our sustainability policy internally and externally.

Law and regulation: We comply with all laws and regulation relating to the environment.

Review: We will review periodically, and, if necessary, revise, our environmental policy to ensure that it continues to meet the highest best practice standards.

- ◆ Vendor Certifications (if applicable)

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

Our certifications include:

- PCI 3.2
- PIPEDA
- Additionally, all of our servers and data applications are hosted in a SOC 2 data center that follows SSAE No. 18, Attestation Standards: Clarification and Recodification, which includes AT-C section 105, Concepts Common to All Attestation Engagements, and AT-C section 205, Examination Engagements AICPA Guide, Reporting on Controls at a Service Organization Relevant to Security, Availability, Processing Integrity, Confidentiality, or Privacy (SOC 2®) TSP section 100A, 2017 Trust Services Criteria for Security, Availability, Processing Integrity, Confidentiality, and Privacy (AICPA, 2017 Trust Services Criteria).

Tab 5 – Products and Services

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

Acknowledged and understood.




Solution Overview

Before addressing each of the categories listed in the NCPA RFP, we wish to provide an overview of our solutions to give you a better understanding of our capabilities and the user experience.

Honk offers three distinct, but interrelated solutions as summarized in the table below. Each Honk solution provides a superior experience for drivers and operators. All parking information is fed to a single enforcement platform that can be integrated with any enforcement provider you choose.

- **HonkTAP** is the world's first patent-pending virtual parking pay station. Drivers simply tap their phone or scan a QR code to pay for parking without needing to install an app or place a ticket on their dashboard. Please see HonkTAP videos at <https://youtu.be/GP52mi2H1K0> & <https://youtu.be/HxzeQ2ipMUU> for a demonstration of this truly revolutionary product in action.
- **HonkAPP** allows drivers to search, find, reserve, and pay for parking spaces with just a few taps. Users can save license plates, payment methods, and receipts within the app for a frictionless parking experience.
- **HonkKIO** is an iPad-based parking pay station for indoor use by drivers lack a smartphone or choose not to use one. Drivers may use any form of electronic payment to purchase parking without the need to place a ticket on their dashboard. HonkKIO is outside the scope of the current proposal, but we are nevertheless providing information about it so that the evaluators may become more familiar with the scope of our work.

We are proposing that the NCPA members adopt HonkTAP, HonkAPP, and HonkKIO for their electronic payment needs.

HonkTAP	HonkAPP	HonkKIO
 <p data-bbox="224 577 581 745">A virtual pay station where drivers can simply tap their phone or scan the QR code to pay for parking without installing an app</p>	 <p data-bbox="625 577 1003 808">A free app for users to search, find, and pay for parking from anywhere. Users provide and save their license plate and a form of payment, making regular payments simple</p>	 <p data-bbox="1040 613 1416 772">An iPad-based parking pay station for indoor use by drivers who lack a smartphone or choose not to use one</p>

HonkTAP Virtual Pay Station

Honk has developed the first virtual parking meter—a low-cost, frictionless, and secure alternative to the traditional parking meter. Simply place one of our NFC- or QR-enabled products anywhere (no power source necessary), and watch your customers pay for parking with a tap of their phone. HonkTAP increases compliance, significantly decreases costs, and boosts customer satisfaction.

HonkTAP performs all the functions of traditional parking meters (aside from accepting cash) at a fraction of the cost. We've made it simple for municipalities, colleges and universities, private parking operators, and airports to reduce costs, increase revenue, and gain unprecedented insight into customer behavior. All parking lot revenues can be managed without any reliance on traditional parking pay stations, parking gates, or physical permits.

Here are just some of the advantages of HonkTAP over traditional parking meters:

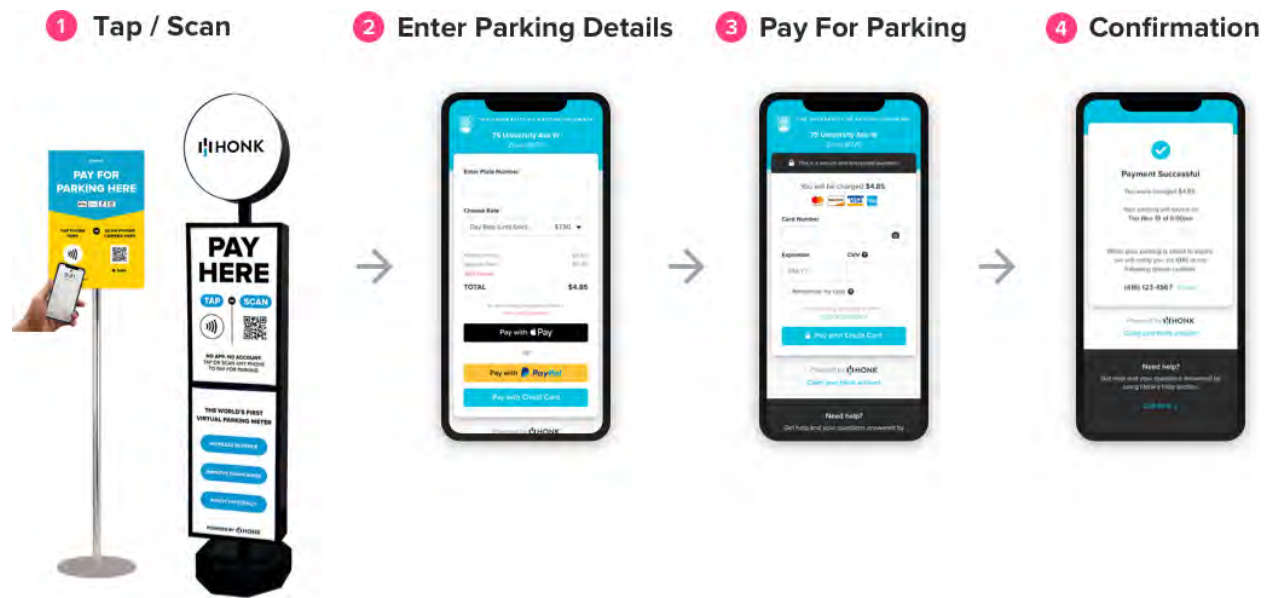
- Up to 90% cost savings compared to traditional parking meters
- No need to collect and deposit cumbersome coins and cash
- No cellular data communication charges
- No paper to supply for printed receipts (all receipts are sent via email)
- No moving parts means there is nothing to replace or repair—simply swap the virtual pay station with a new one when necessary

HonkTAP, alone or in conjunction with our other solutions, will fully meet any agency's needs for parking payment management at a fraction of the cost of traditional parking meters or pay stations. Our solution accepts all forms of electronic payment, which aligns with consumer preferences for digital payments and eliminates the significant expense associated with collecting cash.

The HonkTAP User Experience

HonkTAP provides the usability of an app without the inconvenience of installation and registration. There is no app to download or account to set up. Users simply walk up to the HonkTAP Station, tap their phone, and finish the transaction in the palm of their hand. With no coins to collect, paper to resupply, or cellular communication charges to incur, HonkTAP dramatically improves payment convenience and increases parking compliance. HonkTAP can be located wherever additional points of sale are desired, indoors or outdoors.

The following diagram illustrates the four-step HonkTAP user experience and transaction flow:



Step #1: Tap/Scan

Customers tap their phone or scan the QR code, which automatically opens the Honk interface where they can enter their parking details.

Step #2: Enter Parking Details

Customers enter their license plate and select the desired amount of parking time. The agency's rates and operational rules (including incremental timeframes) will be pre-loaded into the system and can change based on time of day, lot, zone, or meter.

Step #3: Pay for Parking

After entering their license plate and choosing the parking duration, consumers can complete the purchase with one click with Apple Pay or Google Pay, enter their credit/debit card information, or use PayPal.

Step #4: Receive Payment Confirmation

Once the payment transaction has been approved, Honk displays an on-screen notification confirming all the parking details. At this point, a customer can choose to enter their email address and/or mobile number to have a receipt sent via email or SMS as well as a reminder notification that their time is expiring with the option to extend it if need be (subject to the rules and regulations of the parking zone).

Please see HonkTAP videos at <https://youtu.be/GP52mi2H1K0> & <https://youtu.be/HxzeQ2ipMUU> for a demonstration of this truly revolutionary product in action.

HonkAPP

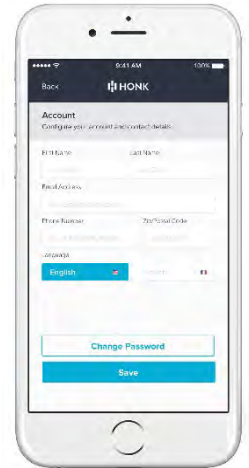
HonkAPP allows users to save time and money when they book parking with Honk. Within the free app, users provide their license plate and a form of payment so that they can find and reserve parking spaces where and when they need them, with payment requirement just a few taps as summarized below.

Login and Register

Once users have installed the app, they can sign up using Facebook or by inputting their email address, a mobile phone number, and a password. The setup time is less than two minutes.

Users enter their license plate number and have the option to name their automobile. Profiles can store an unlimited number of vehicles, and users may edit their profiles at any time.

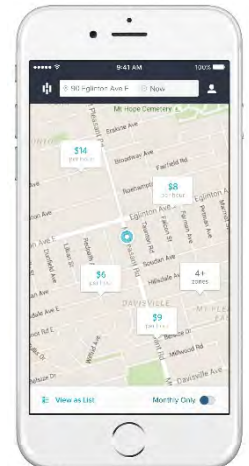
Users also enter their payment information. The app enables users to store multiple payment options and select one as a default.



Find a Parking Spot (Select Zone via GPS Map)

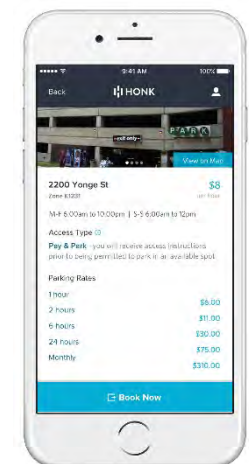
Upon parking, the user opens the app on a smartphone or any Internet-connected device to find their parking location on the list view or map view. Alternatively, users can manually enter the zone or space ID.

Users may save “favorite” parking zones for quick reference. They may also choose from a list of zones where they have recently purchased parking.



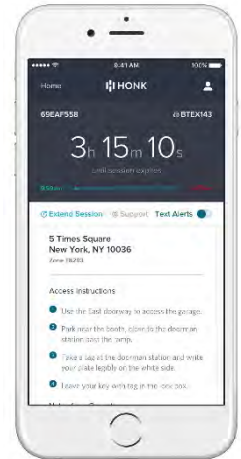
Pay for Parking

The customer then chooses the amount of parking time based on their needs. The agency's rates and operational rules are pre-loaded into the system and can change based on time of day, lot, zone or meter. The agency can also configure incremental timeframes, such as 15- or 30-minute windows.



Confirm Payment

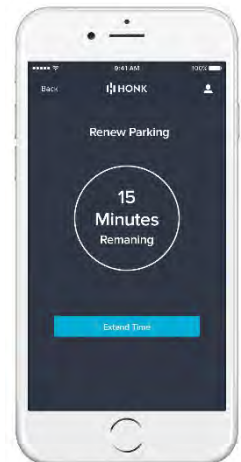
After purchasing parking, users receive a receipt via email or SMS text message. They may view their transaction history at any time by selecting “Receipts” from within HonkAPP.



Receive “Time’s Up” Alerts

When 15 minutes (or whatever amount of time the agency deems appropriate) remain on the customer’s parking session, the app will send an in-app notification or SMS text message indicating that the parking validation is about to expire. If the customer requires more time, he or she can add time to the session with the touch of a button while respecting campus parking restrictions and daily maximums. This eliminates the need to run back to a meter or pay station.

In addition, the app has a countdown feature that indicates the amount of time remaining in a parking session.



Payment Collection Capabilities

Honk offers full payment collection capabilities. Please note that we are proposing a pay-by-plate solution rather than a pay-and-display parking ticket solution. The pay-by-plate solution offers two main advantages. First, it has **better reporting capabilities** for determining the precise locations of specific cars, which is critical for enforcement. Second, it **improves revenue collection** as the purchased time is associated with a license plate, so drivers cannot use the previous driver’s unused time and instead must purchase their own parking time.

Honk offers a cashless parking solution. We accept *all* types of payment except for cash. This approach significantly reduces the capital investment in infrastructure and virtually eliminates vandalism, shrinkage, and theft. With HonkTAP and HonkAPP, all payments are made via a mobile device. HonkTAP accepts virtually all forms of electronic payment, including Visa, MasterCard, American Express, Discover, PayPal, Apple Pay, Google Pay, Interac Debit, Visa Debit, and MasterCard Debit.

With Honk’s on-demand approach to payment, a user’s credit card or PayPal account is charged, and funds are transferred each time a transaction is initiated. A payment is rejected if the credit card is denied and/or if Honk’s security system suspects that the transaction may be fraudulent.

Categories

- ◆ **Payment Options** - The mobile payment for parking system must have the following payment options:

- Mobile payment system (IVR)

- Pay by mobile application
- Pay by web

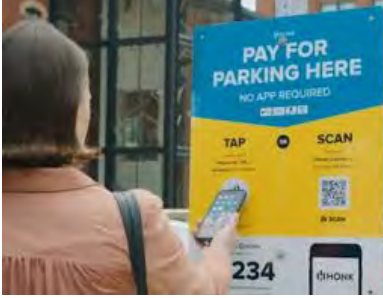


Honk accepts virtually all forms of electronic payment, including Visa, MasterCard, American Express, Discover, JCB, China Union Pay, PayPal, Apple Pay, Google Pay, Visa and MasterCard Debit. We do not offer IVR, but we do have “pay by mobile application” and “pay by web” solutions. All of NCPA’s requested functionality is available in our three distinct but interrelated solutions: HonkTAP, HonkAPP, and HonkKIO.

- **Mobile Payment System (IVR):** Honk does not offer IVR as we view this an outdated technology with a transaction time that takes too long to complete. The concept of IVR was first introduced in 1962, and research indicates that 61% of consumers believe IVR makes for a poor experience. This poor experience is responsible for more than half (51%) of consumers abandoning a business because of an IVR system.
- **Pay by Mobile Application:** HonkAPP is a complete mobile application for parking solutions.
- **Pay by Web:** The Honk website, www.honkmobile.com, offers all the same features and functionality as HonkAPP, providing a complete parking solution.

Rather than focusing on payment options, we find it more helpful to discuss our offerings in terms of our three distinct but interrelated solutions: HonkTAP, HonkAPP, and HonkKIO.

- **HonkTAP** is the world’s first patent-pending virtual parking pay station. Drivers simply tap their phone or scan a QR code to pay for parking without needing to install an app or place a ticket on their dashboard. Please see HonkTAP videos at <https://youtu.be/GP52mi2H1K0> & <https://youtu.be/HxzeQ2ipMUU> for a demonstration of this truly revolutionary product in action.
- **HonkAPP** allows drivers to search, find, reserve, and pay for parking spaces with just a few taps. Users can save license plates, payment methods, and receipts within the app for a frictionless parking experience.
- **HonkKIO** is an iPad-based parking pay station for indoor use by drivers lack a smartphone or choose not to use one. Drivers may use any form of electronic payment to purchase parking without the need to place a ticket on their dashboard. HonkKIO is outside the scope of the current proposal, but we are nevertheless providing information about it so that the evaluators may become more familiar with the scope of our work.

We are proposing that NCPA make HonkTAP, HonkAPP, and possibly HonkKIO available to NCPA members.

HonkTAP	HonkAPP	HonkKIO
 <p data-bbox="207 615 587 793">A virtual pay station where drivers can simply tap their phone or scan the QR code to pay for parking without installing an app</p>	 <p data-bbox="636 615 984 865">A free app for users to search, find, and pay for parking from anywhere. Users provide and save their license plate and a form of payment, making regular payments simple</p>	 <p data-bbox="1032 615 1416 793">An iPad-based parking pay station for indoor use by drivers who lack a smartphone or choose not to use one</p>

- ◆ **Mobile payment for parking system (IVR)** - The vendor must provide an IVR system with the following requirements:

As described above, Honk does not offer IVR as we view this an outdated technology with a transaction time that takes too long to complete. The concept of IVR was first introduced in 1962, and research indicates that 61% of consumers believe IVR makes for a poor experience. This poor experience is responsible for more than half (51%) of consumers abandoning a business because of an IVR system. Therefore, we are convinced that NCPA members will be better served by our HonkTAP, HonkAPP, and HonkKIO solutions, all of which offer functionality and convenience far superior to that of an IVR-based parking system.

- Users can call a toll free or local number.

Honk does not offer IVR but instead, users can call our toll-free Support Center 24 hours a day, 7 days a week.

- The system recognizes the user (account) based on the incoming number.

Honk does not offer IVR, but our system recognizes the user (account) based on the license plate number, and account information for those using the HonkAPP mobile application is retrieved automatically.

- One account can be associated with multiple landline or cellular phone numbers.

Honk does not offer IVR, but one account may be associated with multiple phone numbers, license plates, and more.

- The IVR system must recognize user inputs by touch tones and speech.

N/A. Honk does not offer IVR.

- The IVR system must have menu options and dialog, including:
 - Begin parking - One account can hold multiple vehicles (license plate numbers). The system must allow the user to choose a vehicle if multiple vehicles are on the account.
 - Extend parking - The system must have the ability to restrict extensions that are beyond the maximum length of stay. The system must have the ability to reject purchases on the same block for a set amount of time after a maximum purchase.
 - Sign up as a new user

N/A. Honk does not offer IVR, but our HonkTAP, HonkAPP, and HonkKIO solutions deliver all the aforementioned functionality.

- If a user selects the option to begin parking, the system must:
 - Prompt for a meter/block/zone ID.
 - Query the parking system inventory to confirm that parking is permitted at the current time.
 - Prompt for the time to park - The system must have the ability to impose a minimum time purchase. The system must have the ability to restrict purchases to increments of time. The system must reject an entry greater than the length of stay.
 - Confirm that the purchase is complete.
 - Prompt whether to remind the user that the parking session is set to expire with an automated SMS or email.
 - Prompt for the number of minutes before the expiration to send the reminder.

N/A. Honk does not offer IVR, but our HonkTAP, HonkAPP, and HonkKIO solutions deliver all the aforementioned functionality.

- If a user selects the option to extend parking, the system must:
 - Verify that there is a currently active parking session.
 - Prompt for the time to extend.
 - Confirm that the extension is complete.

N/A. Honk does not offer IVR, but our HonkTAP, HonkAPP, and HonkKIO solutions deliver all the aforementioned functionality.

◆ **Pay by Mobile Application** - The vendor must provide smart phone applications with the following requirements:

- Mobile applications need to support existing and new Android, iOS, BlackBerry and Windows Mobile 7 versions, in addition to a browser version.

HonkAPP supports existing and new Android, iOS, BlackBerry, and Windows Mobile 7 versions in addition to a mobile browser version. Honk's policy for releasing upgrades that support new, stable releases of operating

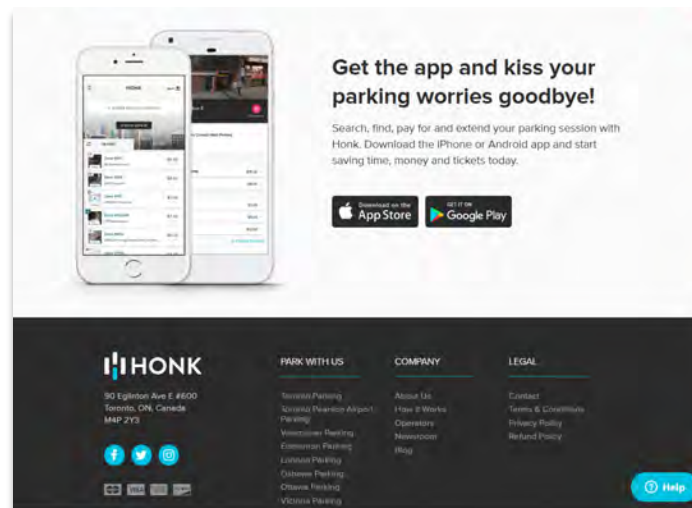
systems and browsers is to provide 100% support from their day of release. Beta and other pre-release versions of operating systems and browsers are not supported, yet we do work with vendors to retain compatibility throughout the entirety of a host or browser's lifecycle.

- Applications can be downloaded from the Android Marketplace or Apple Store, or equivalent.

Honk's payment application is a secure, easy-to-use mobile application that is available as a free download at both the Apple App Store and Google Play and/or is accessible via browser from any internet-connected device.

- Applications can be downloaded or redirected from the vendor's website.

Honk's website provides links to the App Store and Google Play where consumers may download HonkAPP: <https://www.honkmobile.com/download/>.



- Applications can be downloaded or redirected from NCPA's website.

NCPA may add links to the App Store and Google Play where consumers may download HonkAPP.

- When a user launches the application, it must:
 - Prompt for the username and password (for registered users). The application must have the ability to save the username and password to expedite future log ins.
 - Provide an interface to sign up as a new user.

Once users have installed HonkAPP, they can sign up via Facebook or by inputting their email address, a mobile phone number, and a password. The setup time is quick and required data is kept to a minimum. Users enter their license plate number and have the option to name their automobile. Profiles can store an unlimited

number of vehicles, and users may edit their profiles at any time. Users also enter their payment information. The app enables users to store multiple payment options and select one as a default.

- Upon logging in, the application must have the following options, with identical functionality to that of the IVR system:
 - Begin parking via GPS, QR Code, NFC or manual entry.

Upon parking, the user opens the app on a smartphone or any Internet-connected device to find their parking location on the list view or GPS enabled map view. Alternatively, users can manually enter the zone or space ID. Users may save “favorite” parking zones for quick reference. They may also choose from a list of zones where they have recently purchased parking.

With Honk’s patent-pending HonkTAP solution, parking operators simply place our NFC and/or QR-enabled smart stations anywhere (no power source necessary) so that users may begin parking via QR or NFC.

- Extend parking.

When the customer has 15 minutes left on their parking session (or whatever timeframe NCPA deems appropriate), HonkAPP sends an in-app notification or SMS message indicating that the customer’s parking session is about to expire. The time left before the alert notification can be adjusted as needed; the default is 15 minutes.

Should the customer require more time, they can add time to their session with the touch of a button while respecting applicable regulations and maximums. In addition, there is a countdown feature that can be viewed to see the time left in a parking session. There is no need to run back to a meter or pay station to extend the parking time.

- Check account balance.

With Honk’s on-demand approach to payment, a user’s credit card or PayPal account is charged, and funds are transferred each time a transaction is initiated. Therefore, there is no balance to check.

Honk also supports a mobile wallet approach to payment, through which customers fund an account with a specific dollar amount and funds are transferred and then stored for the payment of future transactions.

Please note that mobile wallets are generally not as well regarded or accepted as on-demand payments as consumers overwhelmingly prefer to pay on demand (pay per transaction). Therefore, most of our users opt to pay per transaction and never need to check their account balance.

- Recharge account with credit card on file.

With Honk’s on-demand approach to payment, a user’s debit or credit card is charged, and funds are transferred each time a transaction is initiated. Therefore, there is no need to recharge an account balance. However, users who opt to use a mobile wallet in conjunction with HonkAPP may fund an account with a specific dollar amount and funds are transferred and then stored for the payment of future transactions. Each time a transaction is initiated, funds are decremented from the account to pay for the parking transaction. Users have the ability to manually replenish their account on an as-needed basis or set up auto-replenishment

so that once an account has decreased below a selected threshold, a predetermined amount is automatically charged to the credit card and the account is refilled, followed by the usual delivery of payment receipt.

➤ In addition, the application must also have the following functionality:

- Manage account: Add, remove, or edit a credit card.

HonkAPP provides users with access to all of their data and full account management tools. Users may add, remove, or change payment methods and set notifications preferences as needed.

- Manage account: Add, remove, or edit a vehicle.

HonkAPP users may add, remove, or change vehicles as needed.

- Manage account: Select a primary vehicle.

HonkAPP users may save multiple vehicles and designate one as the primary or preferred vehicle, which makes it appear by default for future parking transactions.

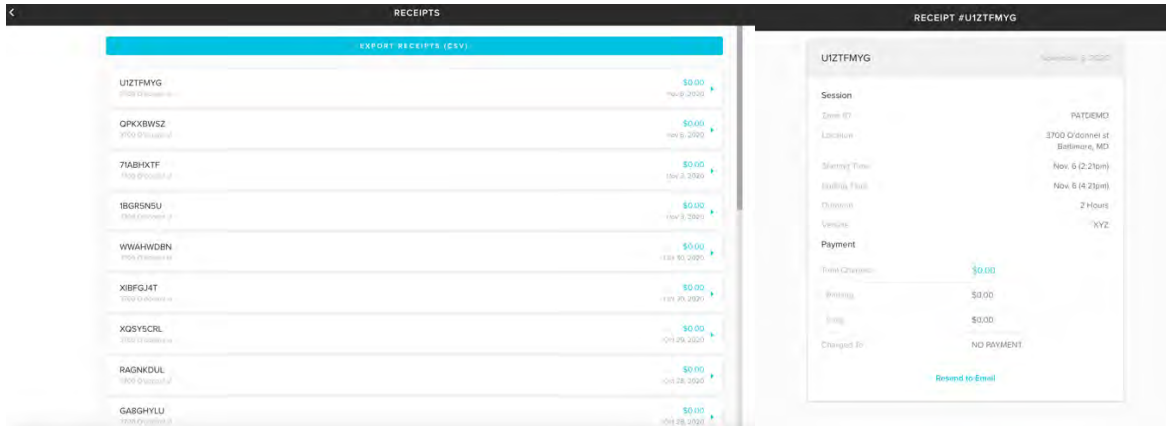
- Manage account: Add funds to the account from a credit card

With Honk's on-demand approach to payment, a user's credit card or PayPal account is charged, and funds are transferred each time a transaction is initiated. Therefore, there is no need to add funds to an account from a credit card. However, users who opt to use a mobile wallet in conjunction with HonkAPP may fund an account with a specific dollar amount and funds are transferred and then stored for the payment of future transactions. Each time a transaction is initiated, funds are decremented from the account to pay for the parking transaction. Users have the ability to manually replenish their account on an as-needed basis or set up auto-replenishment so that once an account has decreased below a selected threshold, a predetermined amount is automatically charged to the credit card and the account is refilled, followed by the usual delivery of payment receipt.

- Transaction history showing all paid parking sessions by: Date and time, Duration, Rate, Total amount, Payment method, License plate number, Meter/block/zone ID.

HonkAPP provides users with access to all of their data and full account management tools. Users may view and/or download their transaction history as needed.

After purchasing parking, users receive a receipt via email or SMS text message. They may view their transaction history at any time by selecting "Receipts" from within HonkAPP. For each paid parking session, users may view the date and time, duration, rate, total amount, payment method, license plate number, meter/block/zone ID, and more.



- For new or extended parking sessions, the application must:
 - Remind the customer that the session is about to expire with a push notification on the phone. The user must be able to turn this feature on or off.

As described above, when the customer has 15 minutes left on their parking session (or whatever timeframe NCPA deems appropriate), HonkAPP sends an in-app notification or SMS message indicating that the customer's parking session is about to expire. The time left before the alert notification can be adjusted as needed; the default is 15 minutes. Users may turn this feature on or off through the notification settings in their account profile.

- The application must have industry-level standards to encrypt and secure credit card and other personal data.

Honk takes the security of our data, systems, employees and locations very seriously. We use multiple systems (intrusion detection, data loss prevention, file integrity monitoring) and controls (access, patch management, physical security) as well as firewalls and data encryption to safeguard and ensure that no unauthorized users access our systems or data.

Honk submits to annual audits for Payment Card Industry (PCI) compliance and we also have internal audits of our processes, procedures and access controls. Penetration tests are performed at least quarterly.

Honk employs advanced controls to log system activity and data access within its environment. Our information security policies and auditing systems are derived from industry standards, are compliant with PCI 3.2, PIPEDA, and follow NIST recommendations.

All user authentication is encrypted. The encryption is https/TLS 1.2. Password requirements are configurable. Honk's minimum requirements are 8 characters, 1 capital & 1 number. Honk's Privacy Policy as it relates to users' private or proprietary information is governed solely by the laws of the Province of Ontario and applicable Federal laws of Canada. All data collected and stored from users adheres to these laws.

◆ **Pay by Web** - The system must provide a website with the following requirements:

- Participant must have the option to have a customized website (e.g., <http://www...com/NCPA>) or use the participant's standard website.

Honk’s “pay by web” functionality is currently available at www.honkmobile.com. Honk will offer participants the option to provide the same functionality on a customized website at no additional cost.

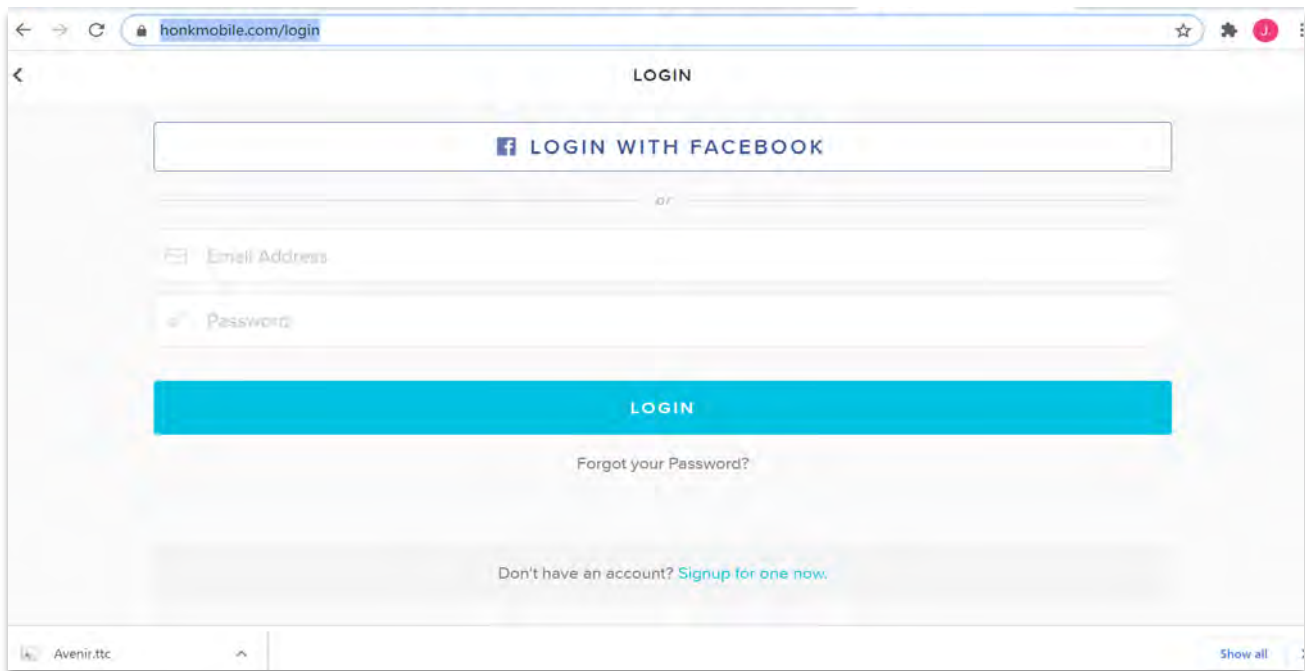
- Support desktop and mobile browsers.

Honk’s “pay by web” functionality is mobile-friendly and supports all common desktop and mobile browsers.

- When a user launches the website, it must:
 - Prompt for the username and password (for registered users). The website must have the ability to save the username and password locally on the device (PC or phone) to expedite future logins.
 - Provide an interface to sign up as a new user.

Visitors may go directly to www.honkmobile.com/login, or they can reach that page by clicking “Login” on the homepage. On the login page (shown below) visitors who already have an account may log in with Facebook or input their email address and a password. The username and password may be saved on the device or browser to expedite future logins.

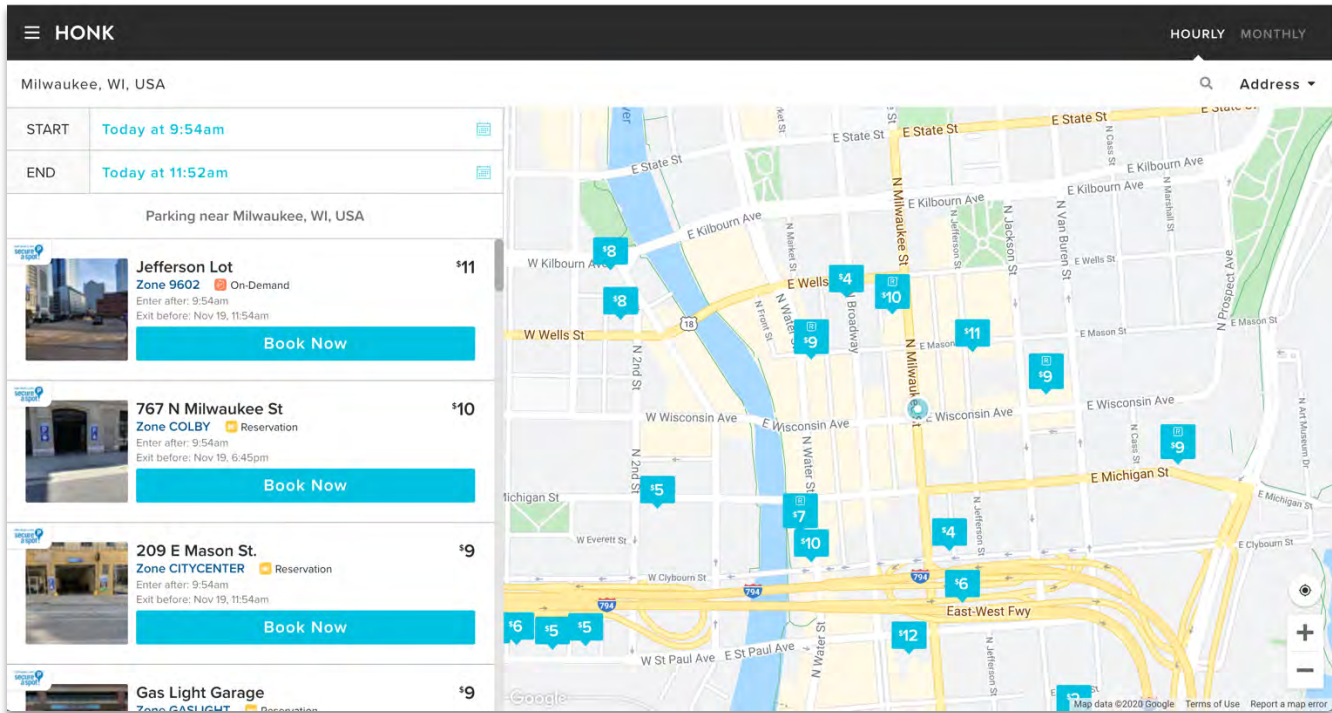
New users may create an account by clicking “Signup for one now.”



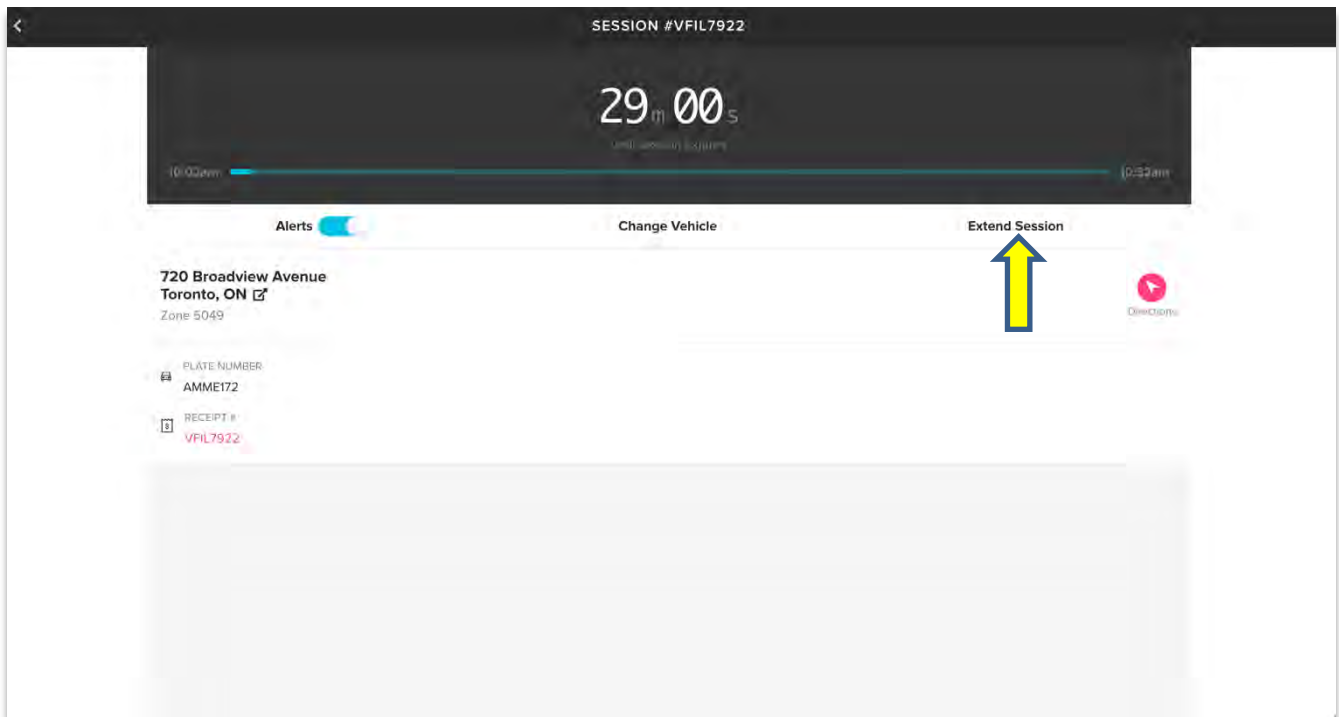
- Upon logging in, the website must have the following options, with identical functionality to that of the mobile application:
 - Begin parking.

Honk’s pay by web offers absolutely identical functionality as HonkAPP. In fact, users who login with the same credentials will have access to the same features and functions, reports and transaction history. HonkWEB &

HonkAPP are interchangeable and a transaction started on HonkAPP may be extended on HonkWEB and vice versa.



- Extend parking.



- Check account balance.

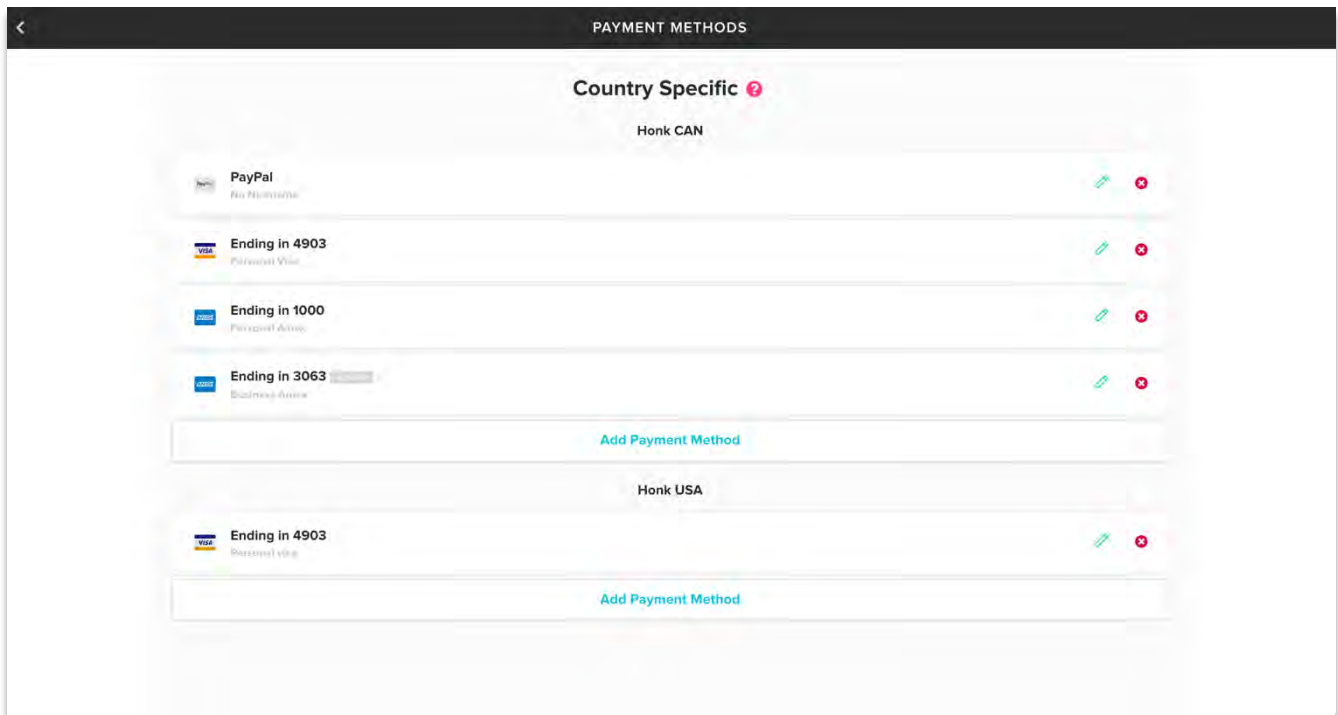
Users may check their account balance on Honk’s website just as they would in the mobile app.

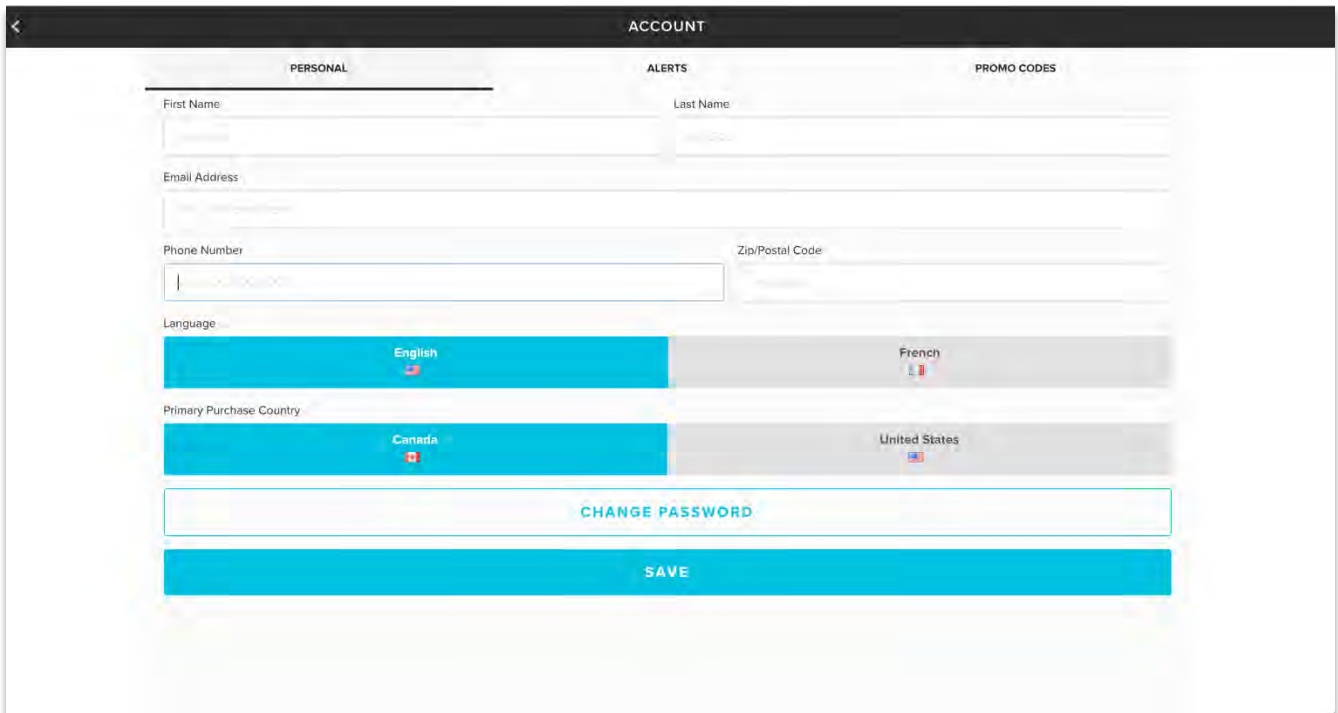
- Recharge account with credit card on file.

Users may recharge their account with the credit card on file on Honk’s website just as they would in the mobile app.

- Manage account.

The Honk website provides users with access to all of their data and full account management tools, just as described for HonkAPP above. Users may manage their account to add, remove, or change payment methods; add, remove, or edit a vehicle; select a primary vehicle; add funds to their account; view and download their transaction history; and set notifications preferences as needed.

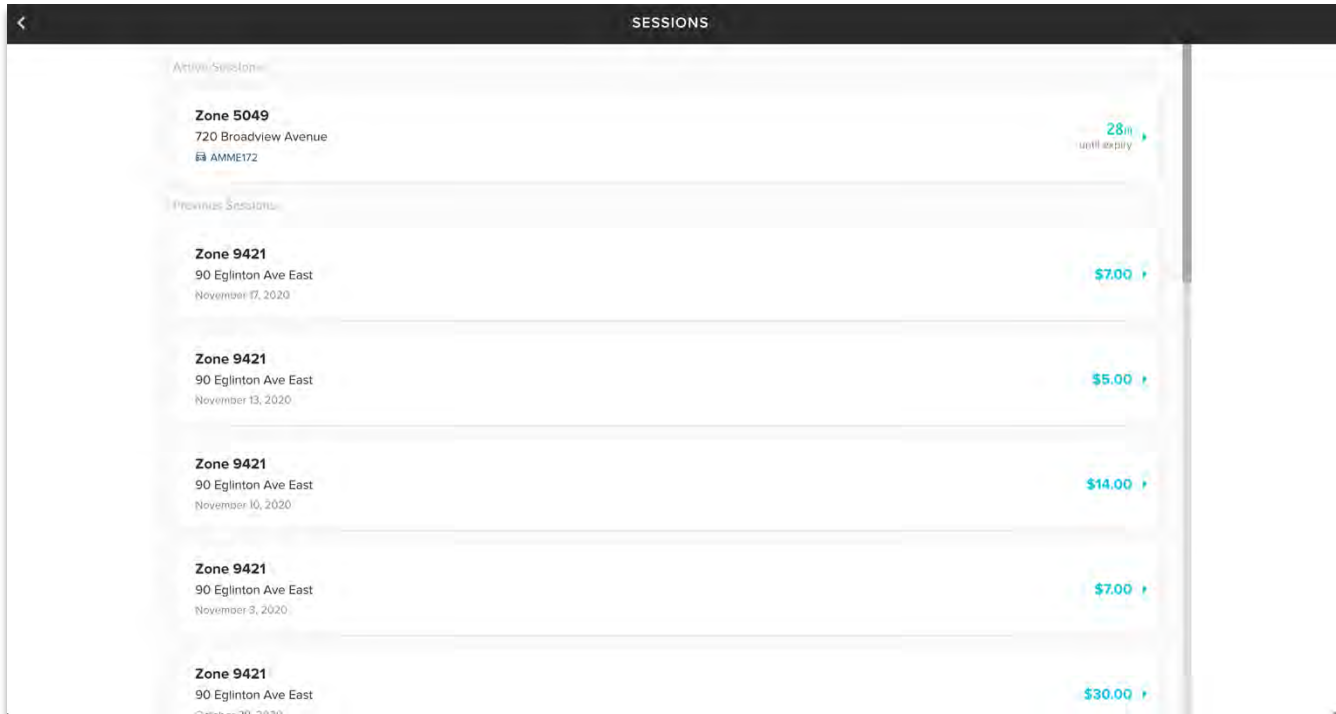




- Transaction history.

As with the mobile app, Honk's website provides users with access to all of their data and full account management tools. Users may view and/or download their transaction history as needed.

After purchasing parking, users receive a receipt via email or SMS text message. They may view their transaction history at any time by selecting “Sessions” within the website. For each paid parking session, users may view the date and time, duration, rate, total amount, payment method, license plate number, meter/block/zone ID, and more.



- The application must have industry-level standards to encrypt and secure credit card and other personal data.

Please refer to Honk’s description of data security and encryption in response to similar prompts about the mobile application and account management.

- ◆ **Account Management** - The system must provide multiple ways for a user to manage his or her mobile payment for parking system account. This section contains the requirements for account management.
 - All interfaces for account management must have industry-level standards to encrypt and secure credit card and other personal data.

Honk takes the security of our data, systems, employees and locations very seriously. We use multiple systems (intrusion detection, data loss prevention, file integrity monitoring) and controls (access, patch management, physical security) as well as firewalls and data encryption to safeguard and ensure that no unauthorized users access our systems or data.

Honk submits to annual audits for Payment Card Industry (PCI) compliance and we also have internal audits of our processes, procedures and access controls. Penetration tests are performed at least quarterly.

Honk employs advanced controls to log system activity and data access within its environment. Our information security policies and auditing systems are derived from industry standards, are compliant with PCI 3.2, PIPEDA, and follow NIST recommendations.

All user authentication is encrypted. The encryption is https/TLS 1.2. Password requirements are configurable. Honk's minimum requirements are 8 characters, 1 capital & 1 number. Honk's Privacy Policy as it relates to users' private or proprietary information is governed solely by applicable privacy legislation in the regions in which it operates. All data collected and stored from users adheres to these laws.

- Users must be able to create and manage accounts through a website (desktop and mobile versions), mobile application, IVR system, and through a live customer service representative.

HonkAPP and the Honk website provide users with access to all of their data and full account management tools. Users may create and manage their accounts within the mobile application. A live customer service representative is available to provide support if needed, but the self-service account management tools are intuitive and in general users do not require assistance. As explained above, Honk does not offer account management functionality through an IVR system.

- Users must be able to create new accounts with the following parameters:
 - Username (email).
 - Password.
 - Phone number(s).
 - License plate number(s).
 - Credit card number.
 - Billing name and address.

By installing HonkAPP or visiting the Honk website, users may sign up using Facebook or by inputting their email address, a mobile phone number, and a password. The setup time is less than two minutes.

Users enter their license plate number and have the option to name their automobile. Profiles can store an unlimited number of vehicles, and users may edit their profiles at any time.

Users also enter their payment information. The app enables users to store multiple payment options and select one as a default.

- Users must be able to access a history of all transactions made on an account and be able to view reports and receipts showing:
 - Date and time.
 - Duration.
 - Rate.
 - Total amount.
 - Payment method.
 - License plate number.
 - Meter/block/zone ID.

HonkAPP and the Honk website provide users with access to all of their data and full account management tools. Users may view and/or download their transaction history as needed.

After purchasing parking, users receive a receipt via email or SMS text message. They may view their transaction history at any time by selecting “Receipts” from within HonkAPP. For each paid parking session, users may view the date and time, duration, rate, total amount, payment method, license plate number, meter/block/zone ID, and more.

- Users must be able to configure reminders for session expirations, including the ability to:
 - Enable or disable reminders.
 - Configure the type of reminder (SMS or email).

Within their Honk profile, users may enable to disable reminders, and select the type of reminder as an in-app notification, SMS, or email.

- When funding an account, the system must have the ability to impose a minimum charge/recharge amount.

Honk allows agencies to impose a minimum charge/recharge amount as desired. Please note that most Honk customers opt to pay per transaction rather than use a mobile wallet, and therefore do not need to charge/recharge their account.

- The system must have the ability to automatically notify a user and/or recharge the account if the account balance falls below a certain amount.

Honk automatically notifies a user and/or recharges the account if the account balance falls below a preestablished threshold, subject to the notification preferences established in the customer’s profile. Please note that most Honk customers opt to pay per transaction rather than use a mobile wallet, and therefore they do not have an account balance to monitor against any threshold.

- The system must be able to support both pay per transaction and pay out of a “mobile wallet” models.

Honk supports both on-demand and mobile wallet approaches to payment.

- **Pay Per Transaction:** With an on-demand approach to payment, a user’s credit or debit card is charged, and funds are transferred each time a transaction is initiated for the amount of a transaction.
- **Mobile Wallet:** With a mobile wallet approach to payment, customers fund an account with a specific dollar amount and funds are transferred and then stored for the payment of future transactions. Each time a transaction is initiated, funds are decremented from the account to pay for the parking transaction. Users have the ability to manually replenish their account on an as-needed basis or set up auto-replenishment so that once an account has decreased below a selected threshold, a predetermined amount is automatically charged to the credit card and the account is refilled, followed by the usual delivery of payment receipt.

Please note that mobile wallets are generally not as well regarded or accepted as on-demand payments as consumers overwhelmingly prefer to pay on demand (pay per transaction).

- The participant must explain any difference in cost between these two models.

Both models are priced in the exact same way. The price difference, if any, relates to the fact that in a wallet model will see less transactions processed so a cost savings may be obtained from a reduction in credit card processing fees.

Administrator Requirements

- ◆ **Administrator Portal** - The system must provide a website accessible only to designed system administrators.

Honk's backend system, BackOffice, is accessible 24 hours a day, 7 days a week, at <https://backoffice.honkmobile.com>. BackOffice allows multiple concurrent users to monitor all parking activities transacted through our mobile payment system in real time.

- Customer service representatives must be able to create and manage user accounts.

Authorized customer service representatives may create and manage user accounts via BackOffice. However, virtually all customers are able to do this by themselves, without assistance, through the HonkAPP self-service account management features.

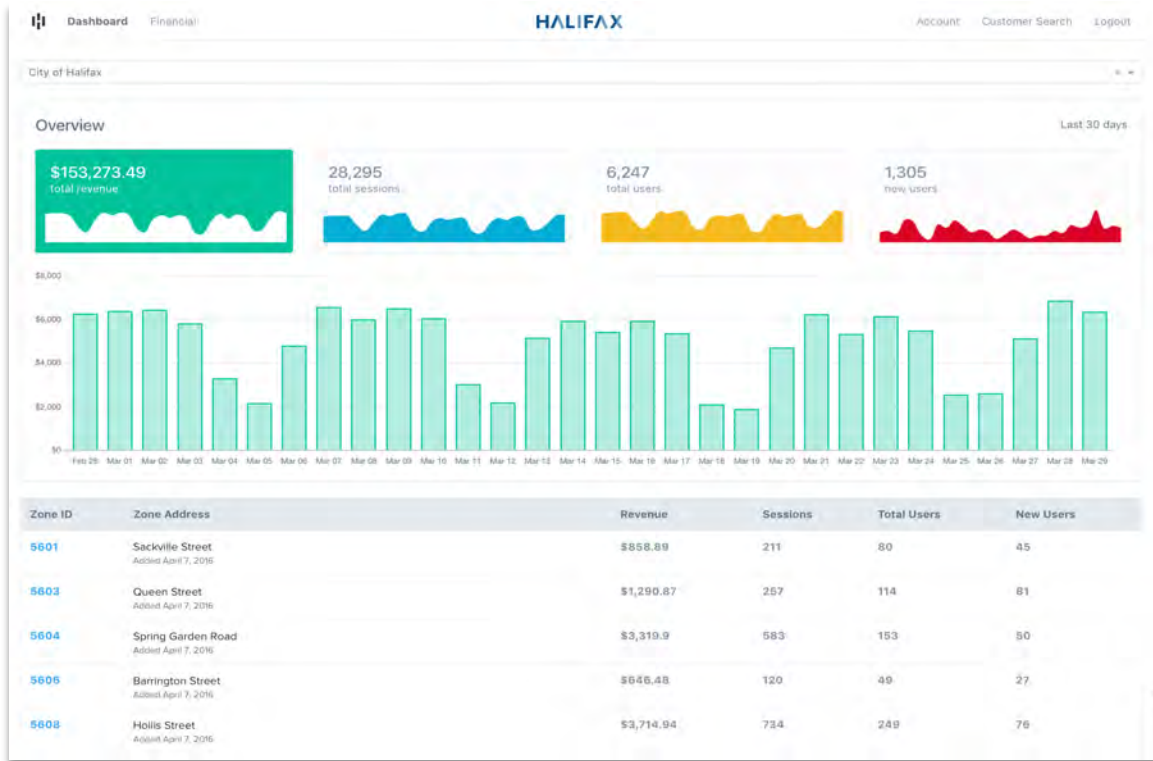
- Customer service representatives must be able to activate or deactivate mobile payment system user accounts.

Authorized customer service representatives may activate or deactivate HonkAPP user accounts as needed via BackOffice.

- Administrators must be able to run reports on transactions and accounts.

Honk's innovative, cloud-based technology streamlines parking and provides insight into parking behavior and payments through our customer analytics with no need for special software other than a web browser. Authorized administrators will have the ability to run reports on transactions and accounts as needed. Honk makes it easy to identify activity and monitor revenue by zone, lot, space, or license plate—all in real time.

The Honk **dashboard** shown below provides immediate access to the number of users, new users, revenue, and transaction volume by zone.



User data, including all transactions, parking sessions, and staff access logs, will be available for the agency to download on demand, based on a user’s assigned role and level of access. Data may be downloaded in whole or in part in comma-/character-separated values (CSV) files. All reports and queries are customizable by date, time, transaction, license plate number, credit card number, zone, space, etc.

Similarly, the system can generate a list of all transactions taking place within a zone, including the zone ID, transaction time, and both start and end times of parking sessions listed in chronological order. Each transaction may be expanded to view details about the payment method, discounts (if any), and fees.

Below we present sample reports for revenue by parking area, batch totals, and time of day usage reporting, among others. In addition to the reports and queries that we currently offer, Honk is always happy to customize dashboards and/or reports to better meet clients’ needs. We can also assist in integrating Honk data into the agency’s IT and finance/banking systems.

The following screenshot illustrates a summary of **all activity within a zone**, including the number of transactions processed and the dollar volume listed by zone or location.

Home / Companies / True North Parking

True North Parking

Today 2014 September 9 12:00 AM - 2014 September 9 11:59 PM

Zone ID	Zone Name, Address	Number of Transactions	Transaction Total
TN100	Crowne Plaza Toronto Airport, 33 Carlson Court	4	\$26.00
TN212	550 Wellington Street West	6	\$32.00
TN261	2167 Bloor Street West	7	\$56.00
TN309	505-515 Consumers Rd	4	\$18.00
TN50	38-54 King Street/Church	5	\$50.00
TN501	1630 Dundas Street West	5	\$42.00
TNS11	SMART CAR PARKING ONLY, 1126 Yonge Street	6	\$38.00
TNS50	SMART CAR PARKING ONLY, 38-54 King Street/Church	6	\$48.00
Total		45	\$288.00

Similarly, the system can generate a list of all **transactions** taking place within a zone, including the zone ID, transaction time, and both start and end times of parking sessions listed in chronological order. Each transaction may be expanded to view details about the payment method, discounts (if any), and fees.

Home / Companies / True North Parking / Transactions

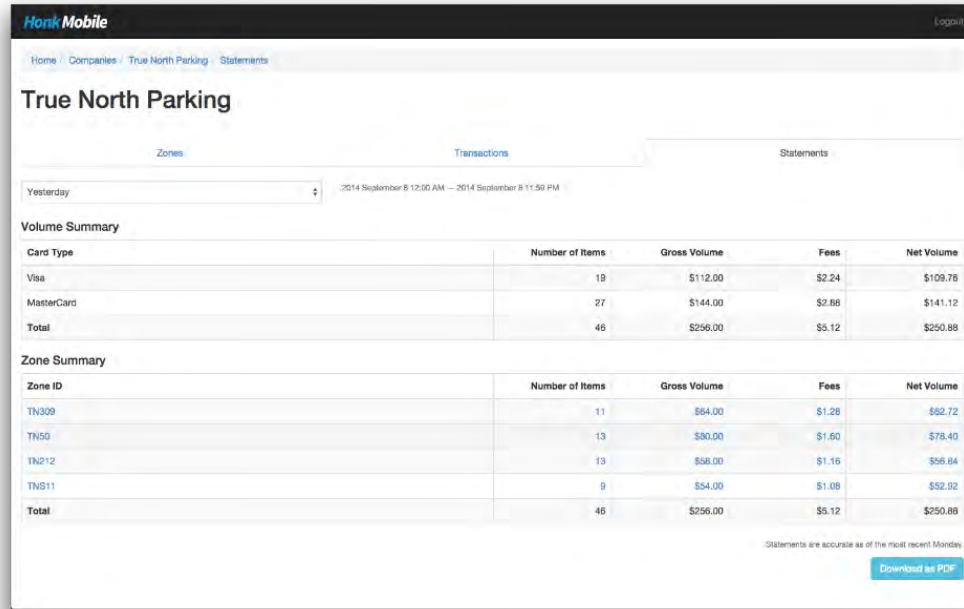
True North Parking

Yesterday 2014 September 8 12:00 AM - 2014 September 8 11:59 PM

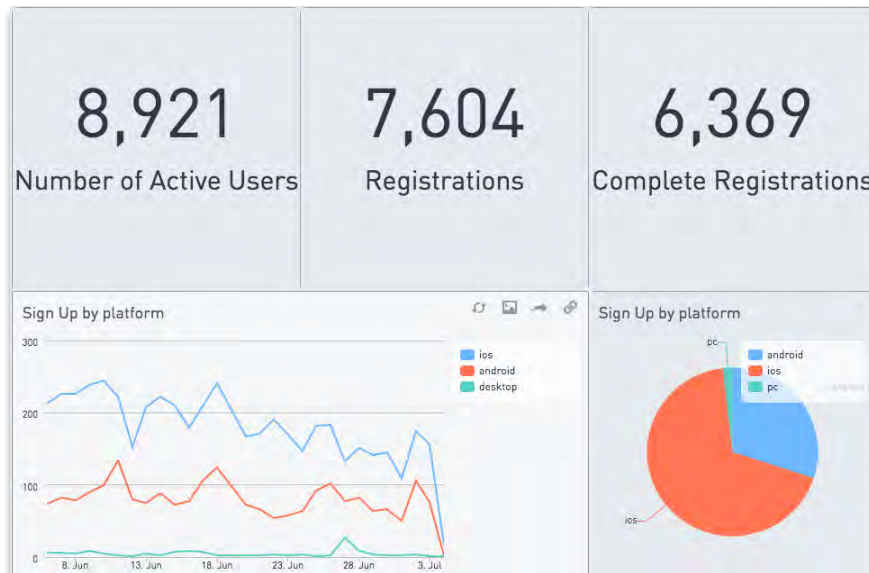
Txn ID	Zone ID	Txn Time	Start Time	End Time	Dollar Amount
13348	TNS50	2014 September 8 12:07 AM	2014 September 8 12:07 AM	2014 September 8 12:37 AM	\$10.00
13345	TN113	2014 September 8 12:32 AM	2014 September 8 12:32 AM	2014 September 8 1:02 AM	\$6.00
13347	TN80	2014 September 8 12:58 AM	2014 September 8 12:58 AM	2014 September 8 1:28 AM	\$10.00
13344	TN100	2014 September 8 12:59 AM	2014 September 8 12:59 AM	2014 September 8 1:29 AM	\$8.00
13454	TN309	2014 September 8 10:52 PM	2014 September 8 10:52 PM	2014 September 8 11:22 PM	\$10.00
13451	TN100	2014 September 8 11:47 PM	2014 September 8 11:47 PM	2014 September 8 12:17 AM	\$8.00
13463	TN80	2014 September 8 11:53 PM	2014 September 8 11:53 PM	2014 September 8 12:23 AM	\$10.00
Total					\$62.00

[Download as CSV](#)

A **reconciliation report** summarizes transactions broken down by both card type and zone to facilitate bank reconciliation with deposits.



Beyond mere reporting, Honk provides insightful data analytics. As shown below, our reports present user and financial data in graphs, charts, and maps for analysis. We deliver analytics on parking usage and revenue patterns, user adoption, capacity utilization by hour, day, week, etc., average duration of parking booking, number of purchases vs. extensions, consumer adoption, consumer usage, and more to facilitate our clients' informed decision-making.





In addition to the reports and queries that we currently offer, Honk is always happy to customize dashboards and/or reports to better meet clients' needs. We can also assist in integrating Honk data into the agency's IT and finance/banking systems.

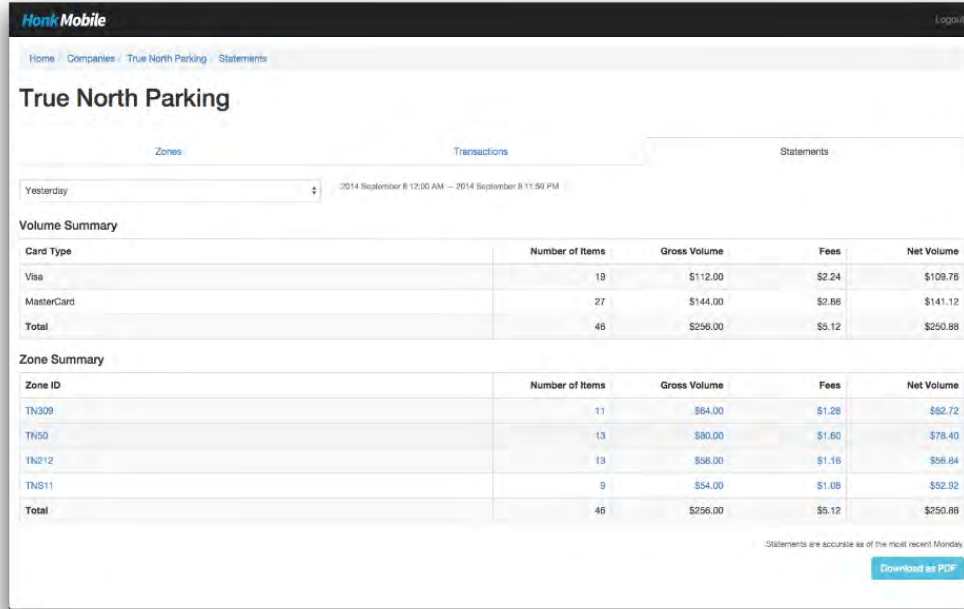
Revenue by Parking Area

The screenshot shows the 'True North Parking' dashboard with a table of transaction data for various zones. The table includes columns for Zone ID, Zone Name, Address, Number of Transactions, and Transaction Total.

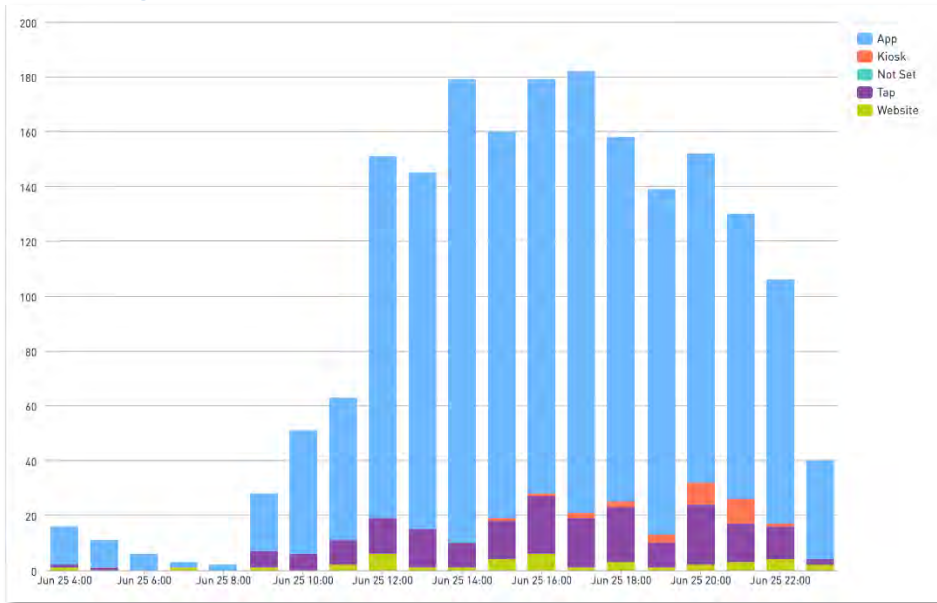
Zone ID	Zone Name, Address	Number of Transactions	Transaction Total
TN100	Crowns Plaza Toronto Airport, 33 Carleton Court	4	\$26.00
TN212	550 Wellington Street West	8	\$32.00
TN281	2187 Bloor Street West	7	\$56.00
TN309	505-515 Consumers Rd	4	\$18.00
TN50	38-54 King Street/Church	5	\$50.00
TN501	1630 Dundas Street West	5	\$42.00
TNS11	SMART CAR PARKING ONLY, 1128 Yonge Street	6	\$38.00
TNS50	SMART CAR PARKING ONLY, 38-54 King Street/Church	8	\$48.00
Total		45	\$288.00

Batch Totals

A reconciliation report (batch totals) summarizes transactions broken down by both card type and zone to facilitate bank reconciliation with deposits.



Time of Day Usage Reporting



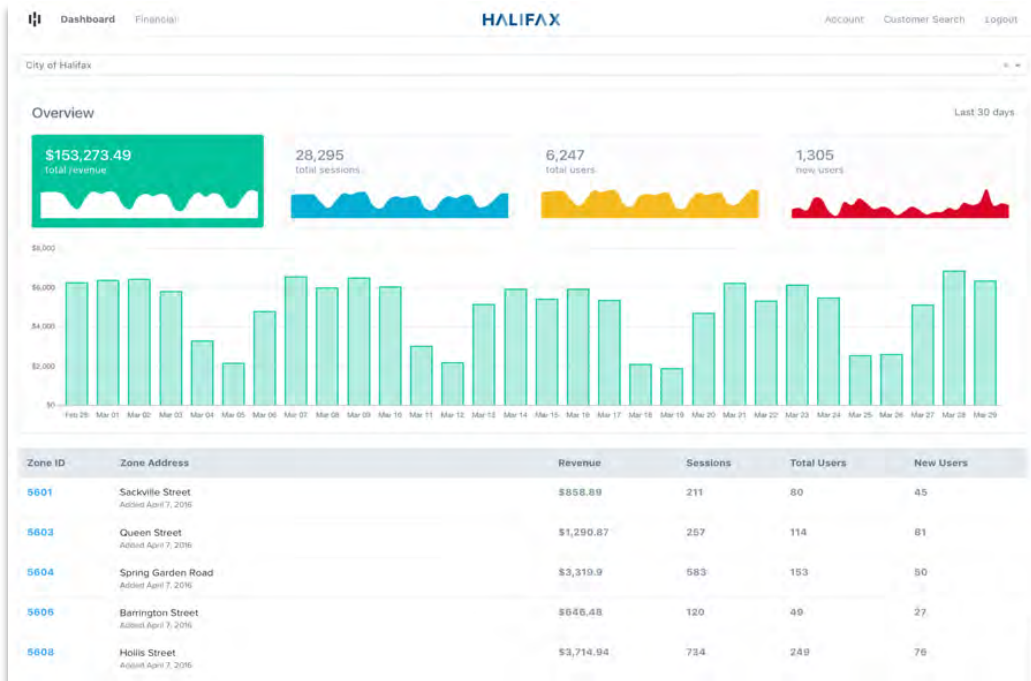
Detailed Transaction Listing by Location

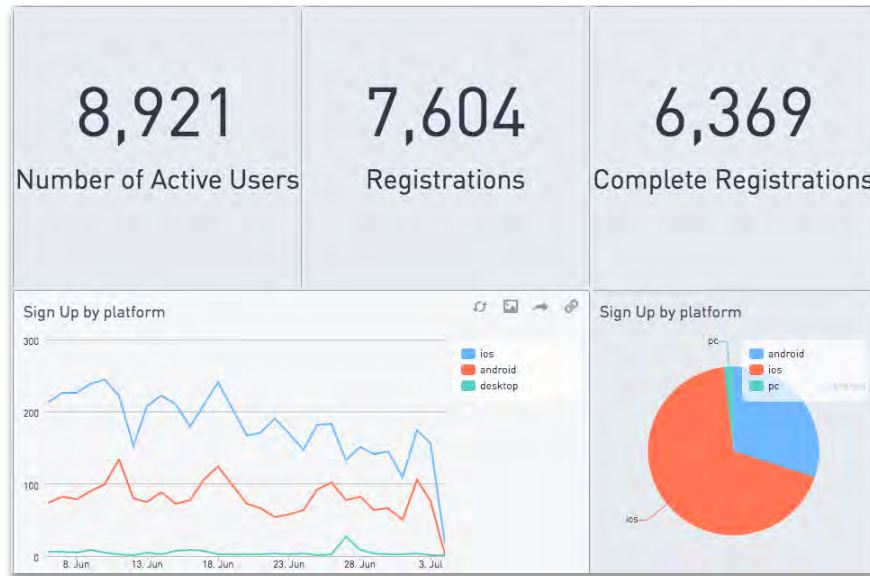
The following screenshot illustrates a summary of **all activity within a zone**, including the number of transactions processed and the dollar volume listed by zone or location.

Txn ID	Zone ID	Txn Time	Start Time	End Time	Dollar Amount
13348	TN550	2014 September 8 12:07 AM	2014 September 8 12:07 AM	2014 September 8 12:37 AM	\$10.00
13346	TN113	2014 September 8 12:32 AM	2014 September 8 12:32 AM	2014 September 8 1:02 AM	\$6.00
13347	TN80	2014 September 8 12:58 AM	2014 September 8 12:58 AM	2014 September 8 1:28 AM	\$10.00
13344	TN100	2014 September 8 12:59 AM	2014 September 8 12:59 AM	2014 September 8 1:29 AM	\$8.00
13454	TN309	2014 September 8 10:52 PM	2014 September 8 10:52 PM	2014 September 8 11:22 PM	\$10.00
13481	TN100	2014 September 8 11:47 PM	2014 September 8 11:47 PM	2014 September 8 12:17 AM	\$8.00
13463	TN80	2014 September 8 11:53 PM	2014 September 8 11:53 PM	2014 September 8 12:23 AM	\$10.00
Total					\$62.00

Dashboard Analytics

Beyond mere reporting, Honk provides insightful data analytics. Our reports present user and financial data in graphs, charts, and maps for analysis. We deliver analytics on parking usage and revenue patterns, user adoption, capacity utilization by hour, day, week, etc., average duration of parking booking, number of purchases versus extensions, consumer adoption, consumer usage, and more to facilitate our clients' informed decision-making. The Honk **dashboard** shown below provides immediate access to the number of users, new users, revenue, and transaction volume by zone.





- Administrators must have an interface to query transactions for ticket adjudication purposes.

Authorized administrators may use BackOffice as an interface to query transactions for ticket adjudication. As described above, user data, including all transactions, parking sessions, and staff access logs, will be available for the agency to download on demand, based on a user’s assigned role and level of access. Data may be downloaded in whole or in part in comma-/character-separated values (CSV) files. All reports and queries are customizable by date, time, transaction, license plate number, credit card number, zone, space, etc.

- ◆ **Reporting** - The system must provide reporting functionality to designated administrators of the system. These reports must include data on:
 - Transactions made by:

- License plate number.
- Phone number.
- Username/account number.
- Date and time.
- Duration.
- Rate.
- Total amount.
- Payment method.
- License plate number.
- Meter/block/zone ID.

Honk makes it easy to identify activity and monitor revenue by zone, lot, space, or license plate—all in real time. As shown in the report screenshots in the previous section, Honk’s reports include data on all the items listed above. The system can generate a list of all transactions taking place within a zone, including the zone ID, transaction time, and both start and end times of parking sessions listed in chronological order. Each transaction may be expanded to view details about the payment method, discounts (if any), and fees.

- Account sign ups.

Honk’s XYZ report assists authorized administrators in identifying and monitoring new account sign-ups.

- Account charges/recharges.

Honk’s XYZ report assists authorized administrators in tracking account charges/recharges. [insert screenshot]

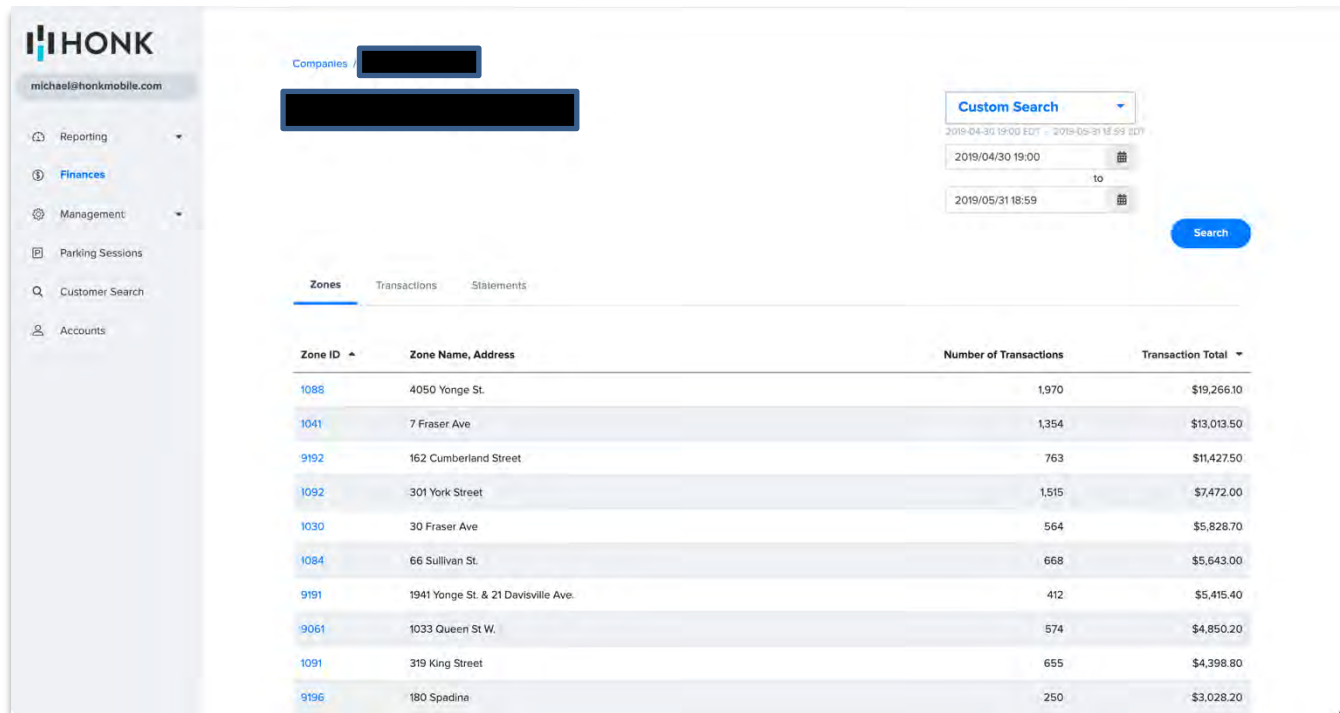
- The system must allow reports to be exported to:
 - Microsoft Excel.
 - Text files.
 - Database flat files.
 - Direct connection with another database.

User data, including all transactions, parking sessions, and staff access logs, will be available for the NCPA member to download on demand, based on a user’s assigned role and level of access. Complete or partial data may be downloaded in comma-/character-separated values (CSV) files. All reports and queries are customizable by date, time, transaction, license plate number, credit card number, zone, space, etc.

In addition to the reports and queries that we currently offer, Honk is always happy to customize dashboards and/or reports to better meet clients’ needs. We can also assist in integrating Honk data into other databases and systems as needed.

- Reports must be available for viewing or download within reasonable time. The participant must provide performance metrics on its reporting tool, with scenarios such as:
 - Number of new accounts per week.
 - Amount of transactions per day by meter/block/zone ID.
 - All transactions in a calendar year.

The Honk dashboard shown below provides immediate and 24/7/365 access to the number of users, new users, revenue, and transaction volume by zone.



In addition to the dashboard, reports may be pulled on demand and generated in just seconds. Reports can be schedule for automatic generation on whatever schedule the agency chooses and can be delivered to specific address lists at the agency’s discretion.

Parking System Inventory - The system must have the option for a web-based tool to manage the inventory of the parking system. This section describes the requirements of the inventory management tool.

- The inventory must hold information on each meter/block/zone, including its:
 - ID.
 - Address.
 - Status (active or inactive).
 - Rate.
 - Hours of operation.
 - Hours of restrictions.
 - Maximum length of stay.

Honk’s BackOffice makes it easy to manage the inventory of any parking system. The inventory includes fields for all the data listed above. Agencies may add an unlimited number of locations and spaces as needed.

Honk can accommodate myriad rates and rules for any length of time, including but not limited to 30-minute increments, hourly, daily, weekly, monthly, and yearly. Rates can be defined and configured by individual space, zone or group of zones, as well as by time of day. To this end, we are able to configure flat rates, maximum rates, restricted periods (including as of a date), hourly rates and free parking hours to work in conjunction within a

single zone. Honk does the thinking for the customer as well. We will not offer a rate if it isn't available (e.g., we will not offer two hours of parking if only one hour is actually available).

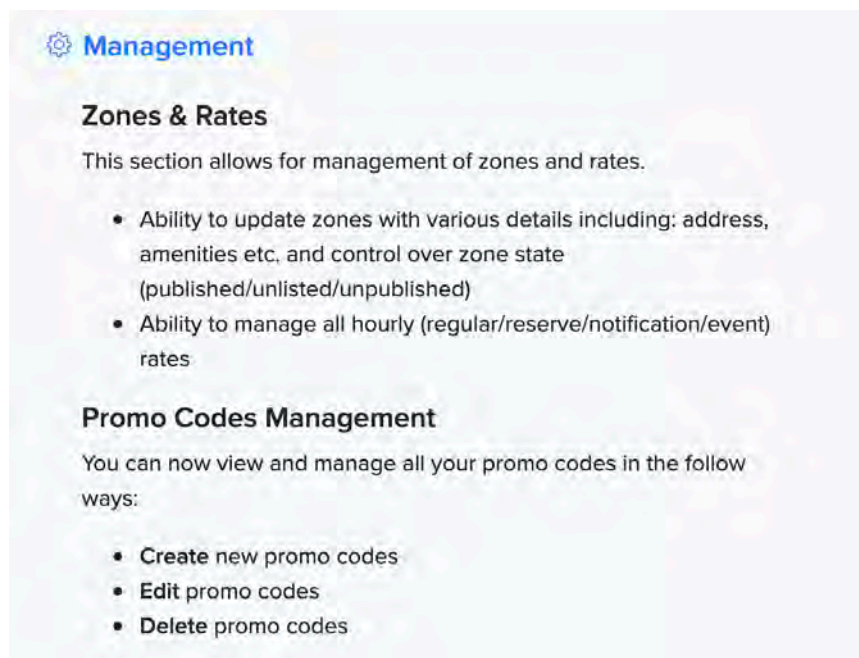
Rates can be scheduled by time of day or by day of week. Different hours and/or different durations can have different rates. Honk has the utmost flexibility in this regard and can adapt to virtually all parking rules and rates.

- Once a change is made to the inventory, the system must be either updated immediately or queued for update at a set time.

Changes to the parking inventory are made in real time and updated immediately.

- An administrator must be able to use the tool to manually update the attributes of a single meter/block/zone.

Honk allows authorized administrators to manually update the attributes of a single meter/block/zone as Needed. Example of capabilities below:



- An administrator must be able to import a file to update the entire inventory.

An administrator has the ability to import a file to create and/or update parking inventory at their discretion 24/7/365.

Other Technical Requirements

- ◆ **Data Security** - The system must exercise industry standard protocols to ensure the protection of any data stored and transmitted in the system, including:
 - Securing physical servers, storage, etc.

Honk exercises industry-standard protocols to ensure the protection of any data stored and transmitted in the system. All of Honk's servers and data applications are hosted in a SOC 2 data center that follows SSAE No. 18, Attestation Standards: Clarification and Recodification, which includes AT-C section 105, Concepts Common to All Attestation Engagements, and AT-C section 205, Examination Engagements AICPA Guide, Reporting on Controls at a Service Organization Relevant to Security, Availability, Processing Integrity, Confidentiality, or Privacy (SOC 2®) TSP section 100A, 2017 Trust Services Criteria for Security, Availability, Processing Integrity, Confidentiality, and Privacy (AICPA, 2017 Trust Services Criteria).

- Firewalls to protect against unauthorized access.

All hosts on the Honk network are firewalled, not only from the Internet but also from each other within our PCI zone. Only explicitly, fully documented and required ports are available for use between hosts that we manage. Our firewall rules are reviewed at least semi-annually, and automated penetration tests are performed both internally and externally on a regular basis.

VPN access to our environment and source IP address restriction can be accommodated should the agency require.

- SSL encryption on websites.

All user authentication is encrypted. The encryption is https/TLS 1.2. Password requirements are configurable. Honk's minimum requirements are 8 characters, 1 capital & 1 number. Honk's Privacy Policy as it relates to users' private or proprietary information is governed solely by the laws of the Province of Ontario and applicable Federal laws of Canada. All data collected and stored from users adheres to these laws.

- PCI PA-DDS level 1 compliant on all applicable data.

Honk submits to annual audits for Payment Card Industry (PCI) compliance. Penetration tests are performed at least quarterly, and we also have internal audits of our processes, procedures, and access controls. Our information security policies and auditing systems are derived from industry standards and are compliant with PCI/DSS 3.2, PIPEDA, and NIST.

- SAS 70 Type II certified before the Notice of Award.

Acknowledged and understood.

- The participant must minimize NCPA's exposure to sensitive data, such as:
 - Credit card numbers.
 - Personal information of users.
 - The participant must describe its data security plan and disclose any breaches of security.

Acknowledged and understood. Honk is in compliance and will not expose NCPA with any of the information noted above.

- ◆ **System Availability** - The system must provide redundant/failsafe servers which ensure at least 99.9% uptime of all components of the system, including:

- IVR, including the availability of live customer service representatives.- Honk does not offer IVR.

- Mobile applications.- [Honk Complies](#)
- User and administrator websites.- [Honk Complies](#)
- Integration with existing multi space meters (only for the integration part for which the participant is responsible).- [Honk Complies](#)
- Integration with existing enforcement systems (only for the integration part for which the participant is responsible).- [Honk Complies](#)

The proposed system must be able to handle up to 50 million mobile payment transactions per year, including up to 12,000 transactions per hour. [Honk Complies](#)

- The system must provide system uptime reports from the past 4 years and also provide a plan to scale the system to support additional users and transactions.- [Honk Complies](#)

In the past 12 months Honk has had 100% uptime as evidenced by our monitoring tool: That being said, Honk participates in an ecosystem where it connects to credit card processors, enforcement providers, ERP systems and others. To this end, there have been a handful of times where these interconnections has not been available and thus full system functionality compromised through no fault of Honk's own. In the past five years, Honk's uptime has averaged 99.99%. There have been no unplanned outages that lasted more than one hour.

Integration

- ◆ **Multi space meters** - The system must be able to communicate with the back office system of the existing multi space meters. The system must have the following requirements:
 - Send each transaction to the existing back office system or a 3rd party system as it happens in real-time.
 - Accept transactions sent from the back office system or a 3rd party system.
 - The participant must provide examples of data formats and delivery methods used to communicate transactions to and from external systems.

Honk shares data either via a manual process using CSV or XML files or in real-time via RESTful APIs.

- ◆ **Enforcement** - The system must be able to communicate with any enforcement system. The system must have the following requirements:
 - Allow a device to query the payment status of a vehicle through its license plate number using an API provided by the vendor that is compatible with:
 - Android.
 - iOS.
 - Blackberry.
 - Windows Mobile.

- A platform agnostic web service.

Honk enables enforcement by offering a free app that can be used by enforcement officers to check license plates for compliance with parking regulations. Using the app, enforcement officers can easily verify whether drivers have paid to park, and, if not, ticket or tow the vehicles as needed.

Our pay-by-plate solution has reporting capabilities for determining the precise location of specific cars, which is critical for enforcement. Information on compliant parkers is fed to a single enforcement platform that can be integrated with any enforcement solution the agency chooses.

- Allow a device to query a list of paid vehicles through a meter/block/zone ID.
- Allow a license plate recognition system to query the payment status of a vehicle through its license plate number.
- Pull or receive a list of license plate numbers flagged by law enforcement.
- The system must be able to send an alert when a matching vehicle makes a parking transaction.
- The participant must provide examples of their enforcement integration models with other clients.

Honk enables enforcement in two ways: (1) through integration with the NCPA member's chosen enforcement platform, and (2) through a free mobile web application.

- Integration with a Third-party Enforcement Platform: Honk has worked with third party enforcement platforms to the likes of (Gtechna, T2, Tannery Creek, NuPark, Securepark, Ballparc, Genetech and AIMS) on numerous municipal deployments. We push purchase data via an API to with said third party enforcement platforms so that enforcement officers may view compliant license plates/vehicles from within your enforcement system of choice. Honk can integrate with virtually any enforcement platform and/or license plate recognition technology.
- Free Mobile Web Application: Honk provides a free mobile web application that works on any device. The Honk enforcement application is simple and efficient for enforcement officers to use. It can be a standalone option, or it can serve as a backup for other third-party enforcement integrations in case of downtime. Paid license plates can be viewed in much the same way as within the third-party enforcement products. Plates or space numbers can be searched individually or displayed in list form by zone, group of zones, or across all zones.

Marketing

The vendor must provide examples of marketing plans used in other cities or markets. In addition:

- The vendor must provide an initial marketing plan to promote the use of the system, including details on the message, medium, location, and frequency of marketing.

Honk will work closely with the NCPA member and/or NCPA itself to develop, refine, and implement a marketing plan to promote use of the system. The marketing plan will cover pre-launch, launch and post-launch/ongoing periods. We typically utilize local media, print media, news outlets, social media, and social media campaigns to

spread the word, create excitement around mobile payments, and inform residents, visitors, and merchants of the upcoming launch.

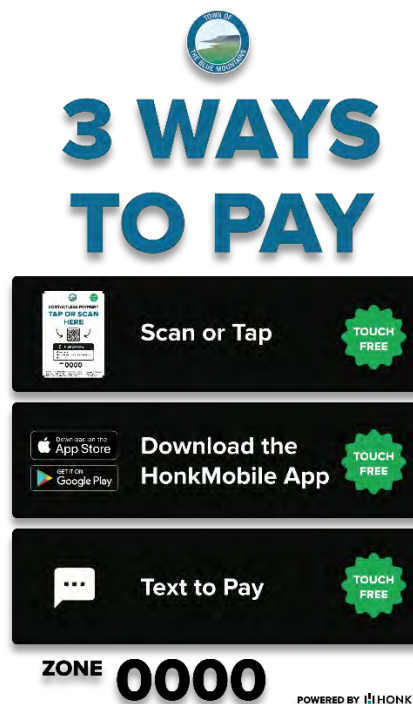
- The vendor must provide a comprehensive recurring marketing plan.

Honk will leverage the following to market the Honk platform to consumers:

- Physical signage posted in the market with instructions on how to purchase parking and download the Honk App.
- Purchase widgets on client websites that allow consumers to find and pay for parking.
- Automated email to client cohorts explaining the Honk system as well as offering periodic promotions and discounts in coordination with the client.
- Ongoing partnerships with venues, events and local businesses that will point consumers to Honk to purchase parking products.
- Continuing efforts to increase SEO
- Promotional digital advertising in conjunction with client's direction

- The vendor must supply all promotional and operational graphics, excluding the street signage used to identify meter/block/zone IDs.

Acknowledged and understood. Honk has an extensive library of promotional and operational graphics as well as elements for street signage, such as the one shown below.



All marketing plans and materials shall be approved by NCPA prior to implementation.

Acknowledged and understood.

Customer Service

◆ **End User Customer Service** - The vendor must provide the following customer services to end users:

- Live operators available 24/7 to create accounts and resolve issues.

Users can email or call our Support Center toll-free 24 hours a day, 7 days a week. Most customer service issues are dealt with immediately. We pride ourselves on having a lean team that is available to answer questions and resolve critical issues quickly and efficiently. Issues that are deemed critical and cannot be resolved immediately are flagged and escalated to the appropriate person.

◆

- Language support for:
 - English.
 - Spanish (if available).

Honk is fully bilingual (English and Spanish) both in-app and at the call center. Additional languages may be supported upon request.

- Customers looking to establish contact with a live operator must be provided the option at the start of a parking action.

Users can email or call our Support Center toll-free 24 hours a day, 7 days a week.

- Callers seeking a live operator must not be on hold for longer than 2 minutes.

Most calls are answered within 30 seconds or less.

- Music and updated messaging must be provided during calls on hold.

Hold music and updated messaging is provided when callers are on hold

- Customers looking to find parking must be provided a web-based or mobile app-based map, or other method of locating metered parking.

Users may input a zone ID or address manually into the application or choose from a GPS-enabled list or map view showing the parking zones nearest to their device. Users may save “favorite” parking zones for quick reference. They may also choose from a list of zones where they have recently purchased parking.

The vendor must provide a customer support plan that includes projected call volumes and number of support staff available.

◆ **NCPA Support** - The vendor must provide the following services to NCPA:

- Technical support during normal business hours of 8:30 am to 6:00 pm, (EST).

Acknowledged and understood. Honk provides technical support during normal business hours of 8:30 am to 6:00 pm, (EST).

- Engineering staff to perform development, testing, and deployment.

Acknowledged and understood. Honk engineering staff to perform development, testing and deployment. Please see Deployment below.

- Response times of less than 30 minutes for urgent issues.
- Resolution of urgent issues in less than 2 hours.

Honk classifies issues as follows:

Classification	Description
Minor: Slight degradation	A few users or one user is affected. Business processes can continue as normal.
Medium: Limited degradation	A limited number of users or functions are affected. Business processes can continue.
Severe: Significant degradation	A large number of users or critical functions are affected.
Fatal: Complete degradation	All users and critical functions are affected / service completely unavailable.

Honk always uses its best efforts to resolve issues as quickly as possible. We guarantee to respond to issues within the following timeframes:

	Minor	Medium	Severe	Fatal
Priority 1	60min	30min	15min	15 min
Priority 2	60min	45min	30min	30 min
Priority 3	90min	75min	60min	60 min

The vendor must provide examples of development project plans and issue resolution processes with other clients.

Please see Deployment below.

Training

The vendor must provide training to personnel designated by NCPA and cooperating agencies in the following areas:

- Use of payment methods.
- Use of any websites designed for users and administrators.
- Use of any enforcement tools.

Successful implementation and rollout require appropriate training of agency staff. While extensive, handheld enforcement training is not necessary with a robust integration, the new system may require a change of *process* for enforcement officers and agency staff. The Honk BackOffice system and enforcement processes are extremely user-friendly and require little training.

BackOffice Training Module

The BackOffice Training Module typically consists of small-group sessions (5–10 employees) in a boardroom or classroom at your location. The session runs no longer than 90 minutes and requires internet access and a screen. Honk provides on-site materials and training staff.

We will lead the agency’s administrative and finance staff through a hands-on tour of the Honk BackOffice suite as well as on the mobile app for the customer perspective. The BackOffice suite is extremely easy to use and is always customizable. Training content covers the following topics:

- Overview of the Honk application and user perspective
- Overview of standard data sets available within the BackOffice suite
- Demonstration of typical queries and reports
- Demonstration of data downloads (.csv)
- Demonstration of the types of queries and reports available to various access levels

All Honk training sessions are casual, fun, and interactive. Individuals have an opportunity to navigate through the system themselves, performing queries and creating reports. Trainees are encouraged to ask questions and make suggestions for improvements throughout the session. Individuals may also request that customized reports and queries be created prior to launching Honk for the agency.

Customer Service Training Module

The Customer Service Training Module typically consists of small-group sessions (5–10 employees) in a boardroom or classroom at your location. The session runs no longer than 90 minutes and requires internet access and a screen. Honk provides on-site materials and training staff.

We will lead the agency’s customer service staff and managers on the appropriate Honk BackOffice suite operations for first-level queries, as well as on the mobile app for the customer perspective. Training content covers the following topics:

- Overview of the Honk application and user perspective
- List of frequently asked questions
- Creation of a “response script” for FAQs (collaborative)
- Overview of the escalation process and how it dovetails with the agency’s current process for ticketing and disputes
- Open forum for questions, concerns, and comments

Enforcement Training Modules

Module 1: In-Class / Boardroom Training typically consists of small-group sessions (8–10 enforcers and management), typically in a boardroom or classroom at your location. These sessions are no longer than 90 minutes. Honk provides training to enforcement officers so that they are prepared to use the integrated enforcement system. As a secondary means for accessing enforcement data, Honk can provide officers with our enforcement app so that the officers have instant access to real-time parking data.

After reviewing theory, practice, and examples, in **Module 2: Field Training**, our trainer accompanies the group onto the street to perform real-life training and put the app to the test. In this way, we can be certain that the system functions as anticipated in the physical parking environment and in real time.

At Honk we know that a change in systems and routine can be challenging. For this reason, we rely on seasoned facilitators to guide your enforcement officials through this change. We are available for additional training and facilitation throughout the implementation process as well as for inquiries and refreshers as needed.

The vendor must also provide training for end users, including, but not limited to a frequently asked questions (FAQ) section and/or instructional videos on the vendor’s website.

As part of its deployment process, Honk will provide training for end users, enforcement officers, accounting personnel and other stakeholders who may require it. Honk maintains a searchable knowledge base that includes documentation and videos on its website for common how to’s and frequently asked questions.

Deployment

The vendor must provide examples of deployment plans with other clients that include the following:

- Development schedule.
- Testing schedule.
- Roll out schedule.
- Marketing schedule.
- Training schedule.

The participant must provide a tentative deployment schedule for NCPA that includes all services.

Honk has implemented its mobile payment solution in over 3,000 locations across North America, encompassing more than 250,000 on- and off-street parking spaces. Honk has expertly managed implementations and integrations of all shapes and sizes.

Honk is already in full production. Upon contract execution, we can fully implement Honk for the agency in about four weeks, with the longest timeframes relating to the production and installation of signage.

The entire Honk business development and implementation team follows a disciplined approach when planning and implementing projects. We also recognize that every client has unique requirements. Below is a high-level timeline for any agency’s implementation of Honk. All timeframes are approximate and can be condensed or extended per the agency’s request. Honk can roll out all locations simultaneously or adopt a phased approach, depending on the agency’s preferences.

Phase	Milestones and Key Deliverables	Approx. Timeframe
1. Planning	<p>Milestones</p> <ul style="list-style-type: none"> • Discovery sessions, project committees, and key informational interviews are arranged 	1 week
2. Zone Setup	<p>Milestones</p> <ul style="list-style-type: none"> • Delineation of boundaries for paid zones • Creation of unique zone ID’s • Data entry (rates, rules, etc.) <p>Key Deliverables</p> <ul style="list-style-type: none"> • Complete list of zones in app 	1 week
3. Zone Testing	<p>Milestones</p> <ul style="list-style-type: none"> • Agency staff create test purchases in various scenarios • Updates and change log delivered to Honk <p>Key Deliverables</p> <ul style="list-style-type: none"> • Complete list of zones and rates/rules accepted by the agency 	1–2 days (concurrent with #2)

<p>4. Marketing and Transition Planning</p>	<p>Milestones</p> <ul style="list-style-type: none"> • Signage designed and approved • In collaboration with the agency’s communication team, detailed marketing and communication plans made covering pre-launch, launch and post-launch/ongoing • Utilize local media, print media, news outlets, social media and social media campaigns to spread the word, create excitement around mobile payments, and inform residents, visitors, and merchants of the upcoming launch <p>Key Deliverables</p> <ul style="list-style-type: none"> • Rollout plan • Transition plan 	<p>1 week (concurrent with #1–3)</p>
<p>5. Testing and Training</p>	<p>Milestones</p> <ul style="list-style-type: none"> • Enforcement and BackOffice training modules organized • Real-time solution testing and feedback begins <p>Key Deliverables</p> <ul style="list-style-type: none"> • Training executed, with enforcement officers demonstrating proficiency in use of the Honk frontend and background • Solution issues and defect report 	<p>1–2 days (concurrent with #3–#4)</p>
<p>6. Implementation</p>	<p>Milestones</p> <ul style="list-style-type: none"> • Signage and media produced and installed • Marketing plan initiated • “Go live” soft launch • Hard launch • Ongoing support <p>Key Deliverables</p> <ul style="list-style-type: none"> • Solution receipt • Acceptance report 	<p>1–2 weeks (concurrent with #1–5)</p>

Additional Integrated Services

The vendor must incorporate additional integrated services and pricing to their proposal, including but not limited to:

- Digital virtual permit management system for monthly, residential, visitor and other parking related permits
 - The whole life cycle of a permit must be automated.
 - Registration, application, (auto renewal) payments, approval (if applicable), and issuance must be performed online.
 - Permits can be assigned to the vehicle’s license plate number, send to the permit holder’s smart phone or other mobile device or printed at home.
 - Online personal account for permit holder to update information and manage their account.
 - Waiting list and mass email functionality.

Honks digital virtual permit management system offers all the functionality listed above.

- Central database repository for aggregated parking data (analysis), central enforcement and integration of several parking methods and technologies, such as but not limited to:
 - Mobile payments for parking system.
 - Pay by plate (multi space meter).
 - Digital permit management system.
 - Enforcement.

Honk offers a product that includes all of these items, but also integrates with other companies and will push all of our data to the necessary database per the client's request.

- Access for mobile payment users to gated parking facilities via:
 - QR Code, either via scanning within a mobile app or scanning at the gate.
 - Near Field Communication (NFC).
 - RFID or Proximity Cards.
 - License Plate Recognition (LPR).

Leveraging Honks integrations with third party PARCS systems, Honk is able to provide consumers who purchase via the HonkAPP or Honk website credentials to access gated facilities. The credentials are mostly QR codes or Barcodes unless utilizing LPR. If utilizing LPR we are pushing license plate data to the actual PARCS to allow entry and exit for valid customers.

- Electrical Vehicle Charging

Honk offers integrations with EV Charging stations that enable consumers to purchase their parking session and to activate EC charging stations all in one transaction.

- Event permit system, either via mobile payments for parking system (temporary event rate override of regular parking rates).

Honks management platform allows operators/managers to adjust rates on the fly for events, hourly, daily, monthly and long-term permits. Consumers are able to purchase their event permits online, via a mobile app or directly at a venue using HonkTAP

- Integrations with all major meter equipment, ticket software applications and sensor technology providers.

Honk is integrated with several major meter equipment, ticketing software applications and sensor technology providers. If there are companies or partners that require an integration that we don't have, as long as there are open API's we will be able to complete the integrations necessary to operate. Our current integrations include:

Enforcement & Ticketing Providers:

- AIMS
- Genetic (LPR)
- gTechna
- T2 Digital Iris
- SecurePark

HONK

- Ventek
- CurbTrac
- Ezicom
- Tarrif (Integratpark)

PARCS

- WPS
- Hun/Zeag
- Flash Parking

RFP 32-20 Integrated Parking Management System

- Tannery Creek (LPR)
- BallParc
- OmniParc
- NuPark

- ParkHub
- Chantry
- Parkonect
- Tiba

Tab 8 – Value Added Products and Services

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

Honk's vision goes well beyond just paying for parking. We focus on the development of new functionality and improvements to existing technologies to enhance mobility and deliver simpler, more convenient payment options for consumers. Some of the projects and value-added services we are actively pursuing include the following:

- *Find an available spot.* Honk is working with various sensor providers to aggregate real-time capacity utilization information into HonkAPP. We envision enhancements that will provide users with turn-by-turn directions to available parking spaces so that they can arrive at their destinations faster and more efficiently.
- *Demand-based pricing.* Honk currently supports demand-based pricing and enables parking operators to charge variable prices based on events, days of the week, hours of the day, etc. Honk envisions marrying its current functionality with real-time availability data to deliver a dynamic pricing engine that uses machine learning to increase capacity utilization and improve the profitability of parking operations.
- *Integration with other modes of transportation.* Honk seeks to integrate bike-sharing, public transit, electric vehicle charging, taxi services, and parking in order to deliver a solution that serves as the centerpiece of a cohesive transportation strategy.
- *The marketplace for parking.* Honk facilitates the aggregation of both private and public parking data within a single system as there are no limits on the number of zones or parking locations displayed within the app.
- *Payment of parking fines.* We envision a solution that gives users the ability to either scan a barcode or enter a serial number into their app in order to pay an outstanding parking fine.

The bulk of this proposal focuses on HonkTAP and HonkAPP, but in this section, we describe the additional, related capabilities of HonkKIO as a complementary solution that may be of interest to NCPA members.

HonkKIO

HonkKIO further revolutionizes the parking experience by combining Honk's digital experience with a payment kiosk that allows drivers to purchase parking time on site even if they don't have a smartphone. HonkKIO combines drivers' digital Honk experience with a physical presence to provide an optimal customer experience. Like HonkTAP and HonkAPP, HonkKIO accepts virtually all forms of electronic payment and fully integrates with the other components of Honk's solution.

With no user registration or app download required, HonkKIO is the perfect parking solution for special events and one-time users due to its quick checkout and secure platform. Drivers simply park, pay, and walk away with an emailed or text receipt. There is no need for drivers to walk back to their car with a paper receipt. HonkKIO is integrated with all the enforcement applications described above for HonkTAP and HonkAPP.

Honk has already unveiled HonkKIO at seven colleges and universities, including Algonquin College, Conestoga College, Georgian College, MacEwan University, Sheridan College, the University of Alberta, and the University of Windsor.




Tab 9 – Required Documents

- ◆ Clean Air and Water Act / Debarment Notice
- ◆ Contractors Requirements
- ◆ Antitrust Certification Statements
- ◆ Required Clauses for Federal Funds Certifications
- ◆ Required Clauses for Federal Assistance by FTA
- ◆ State Notice Addendum

Clean Air and Water Act & Debarment Notice

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

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

Potential Vendor	<u>HonkMobile USA Ltd.</u>
Print Name	<u>Michael Back</u>
Address	<u>3700 O'Donnell St., Suite 200</u>
City, State, Zip	<u>Baltimore, MD 21224</u>
Authorized signature	<u></u>
Date	<u>November 18, 2020</u>

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

November 18, 2020

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	<u>HonkMobile USA Ltd.</u>
Address	<u>3700 O'Donnell St., Suite 200</u>
City/State/Zip	<u>Baltimore, MD 21224</u>
Telephone No.	<u>416-315-7659</u>
Fax No.	<u></u>
Email address	<u>michael@honkmobile.com</u>
Printed name	<u>Michael Back</u>
Position with company	<u>Founder & CEO</u>
Authorized signature	<u></u>

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

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