

Pennsylvania State System of Higher Education (PASSHE)

Contract # CW19188

for

Parking Management Solutions

with

iParq

Effective: September 22, 2023

The following documents comprise the executed contract between the PASSHE, and iParq effective September 22, 2023:

- I. Executed Agreement
 - a. Data Security Addendum
- II. Supplier's Response to the RFP, incorporated by reference

**COMMONWEALTH OF PENNSYLVANIA
STATE SYSTEM OF HIGHER EDUCATION**

CONTRACT FOR

Parking Management Solutions

WITH

INET, Inc. (dba iParq)

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Exhibit A - Data Security Addendum

Exhibit B - Contractor’s Technical Proposal

Exhibit C - Contractor’s Cost Proposal

**COMMONWEALTH OF PENNSYLVANIA
STATE SYSTEM OF HIGHER EDUCATION
CONTRACT FOR**

Parking Management Solutions

THIS AGREEMENT, made and entered into between Pennsylvania’s State System of Higher Education (2300 Vartan Way, Suite 207, Harrisburg, PA 17110), an agency of the Commonwealth of Pennsylvania (hereinafter “State System”, “University” or the “Commonwealth”),

and

INET, Inc. (DBA iParq) at 4100 West Flamingo Road, Suite 1403, Las Vegas, Nevada 89103, acting through its proper officials, (hereinafter referred to as “Contractor”) (Federal I.D. # 37-1566208).

Both the State System and Contractor, when used together, are hereinafter referred to as “Parties.” The State System is an instrumentality of the Commonwealth of Pennsylvania, established by and existing pursuant to Article XX-A of the Public School Code of 1949, as amended, 24 P.S. § 20-2001-A, et seq., and is authorized thereby to enter into this Contract.

The State System desires to obtain Parking Management Solutions from the Contractor.

NOW THEREFORE, for and in consideration of the foregoing and the mutual promises hereinafter expressed and intending to be legally bound hereby, the Parties agree as follows:

1. TERM OF CONTRACT.

a. The term of this Contract shall commence on the Effective Date (as defined below) and shall end thirty-six (36) months after the Effective Date, (the “Expiration Date”), subject to the other provisions of this Contract.

b. The Effective Date shall be a) the date this Contract has been fully executed by the Contractor and by the State System and all approvals required by State System contracting procedures have been obtained; or b) the date referenced in this Contract, whichever is later.

c. The Contracting Officer shall issue a written Notice to Proceed to the Contractor directing the Contractor to start performance on a date which is on or after the Effective Date. The Contractor shall not start the performance of any work prior to the date set forth in the Notice to Proceed and the State System shall not be liable to pay the Contractor for any service or work performed or expenses incurred before the date set forth in the Notice to Proceed. No State System employee has the authority to verbally direct the commencement of any work under this Contract.

d. The State System reserves the right, upon notice to the Contractor, to extend the term of this Contract for up to three (3) months upon the same terms and conditions. This will be utilized to prevent a lapse in Contract coverage and only for the time necessary to enter into a new contract.

e. This Contract may be renewed for an additional two (2) years in any combination designated by the State System. Any renewal would be by mutual written consent of both parties prior to Expiration Date of the initial term. The potential contract period, including any renewals, may not exceed a period of five (5) years.

2. DEFINITIONS. As used in this Contract, these words shall have the following meanings:

a. **Contracting Officer:** The person authorized to administer this Contract for the State System and to make written determinations with respect to this Contract.

b. **Days:** Unless specifically indicated otherwise, days mean calendar days.

c. **Developed Works or Developed Materials:** All documents, sketches, drawings, designs, works, papers, files, reports, computer programs, computer documentation, data, records, software, samples or any other tangible material without limitation authored or prepared by Contractor as the work product covered in the scope of work for the Project.

d. **Services:** All Contractor activity necessary to satisfy this Contract.

3. CONTRACTOR DUTIES. The Contractor, subject to the terms and conditions set forth below, shall provide a Parking Management Solution (Equipment and Services) and shall perform the following specified duties on an as-needed basis.

a. **Scope.** The Contractor will provide its Permit and Parking Citation Management System

b. **Cooperative Contract.** The State System has partnered with OMNIA Partners to make this Contract available to other public agencies nationally, including state and local governmental entities, public and private primary, secondary, and higher education entities, non-profit entities, and agencies for the public benefit (Public Agencies), through OMNIA Partner’s cooperative purchasing program. The State System is acting as the lead contracting agency for any other Public Agency that elects to utilize this Contract. Use of this Contract by any Public Agency is preceded by a registration with OMNIA Partners (a Participating Public Agency).

c. **Technical Requirements.** The Parking Management Solution shall include the following requirements, as described in greater detail in the Contractor’s Technical Proposal, Exhibit B.

1. Integration with Parking Pay Stations, or recommendations
2. GEOfencing Technology/Integration
3. License Plate Recognition Technology
4. Integrations with various DMV entities and NLETs
5. Citation Processing Management and Support Services
6. Permit Management system
7. Integration
8. Purging and Archiving
9. Warning Letters
10. Data Storage
11. Reporting

d. Deliverables.

1. Cloud-based Integrated Parking Access Revenue Control Systems (PARCS)
2. Integration with RFID Readers/Gate Operations

- 3. Single Sign-On Capabilities
- 4. Wayfinding/Brand and Preferred Optional Integrated Services, including:
 - i. Parking Pay Stations/Meters, integration with software
 - ii. Mobile Payment
 - iii. Citation/Permit Management Software
 - iv. Enforcement Handhelds
 - v. Collection Services
 - vi. Mobile/Handheld License Plate Recognition Technology

4. PURCHASE ORDERS.

a. This Contract has been established based on RFP # DOC528712455 for a Parking Management Solution and contains established prices, but does not provide a guarantee of work being awarded under this Contract. A State System University or Public Agency may issue Purchase Orders against this contract when it seeks to have the Contractor provide the Services under this Contract. These orders constitute the Contractor's authority to make delivery. All Purchase Orders received by the Contractor up to and including the Expiration Date of this Contract are acceptable and must be performed in accordance with this Contract. Contractors are not permitted to accept Purchase Orders that require performance extended beyond those performance time periods specified in this Contract unless specifically authorized by the Contracting Officer, but in any event, no longer than ninety (90) days after the Expiration Date of this Contract period. Each Purchase Order will be deemed to incorporate the terms and conditions set forth in this Contract.

b. This Contract does not constitute a commitment to purchase the Services by the State System or any Public Agency. Any purchases made under this Contract shall be made directly by a State System University or Public Agency. The Contract shall make available, at a minimum, the Services as described in greater detail herein pursuant to the terms and conditions set forth in this Contract.

c. Purchase Orders may be issued electronically through the State System's procurement platform, Ariba SourcePoint, or through a Public Agency. Receipt of the electronic transmission of the Purchase Order shall constitute receipt of an order. Purchase Orders received by the Contractor after 4:00 p.m. will be considered received the following business day.

d. Upon receipt of a Purchase Order, the Contractor shall promptly and properly transmit an acknowledgement in return. Any Purchase Order issued electronically shall not give rise to any obligation to deliver on the part of the Contractor, or any obligation to receive and pay for delivered products on the part of the State System University or Public Agency, unless and until the State System University or Public Agency transmitting the Purchase Order has properly received an acknowledgement.

e. The parties agree that no writing shall be required in order to make the Purchase Order legally binding, notwithstanding contrary requirements in any law. The parties hereby agree not to contest the validity or enforceability of a genuine Purchase Order or acknowledgement issued electronically under the provisions of a statute of frauds or any other applicable law relating to whether certain agreements be in writing and signed by the party bound thereby. Any genuine Purchase Order or acknowledgement issued electronically, if introduced as evidence on paper in any judicial or administrative proceedings, will be admissible as between the parties to the same extent and under the same conditions as other business records originated and maintained in documentary form. Neither party shall contest the admissibility of copies of genuine Purchase Orders or acknowledgements under either the business records exception to

the hearsay rule or the best evidence rule on the basis that the order or acknowledgement was not in writing or signed by the parties. A Purchase Order or acknowledgment shall be deemed to be genuine for all purposes if it is transmitted to the location designated for such documents. Each party will immediately take steps to verify any document that appears to be obviously garbled in transmission or improperly formatted to include re-transmission of any such document if necessary.

5. COST.

a. The Contractor shall provide the services and/or materials per the pricing structure outlined in Exhibit C, Contractor’s Cost Proposal, based on the scope of the services being requested by a University or Public Agency, and shall be reflected in the Purchase Order.

b. The State System and its Universities qualify for governmental discounts and educational discounts. Unit prices shall reflect these discounts. Contractor warrants that the terms, conditions and price(s) for the goods or services sold to the Universities hereunder are not less favorable to the Universities than those extended to any other comparable agencies, institutions, universities, teaching hospitals, colleges, or community colleges (“similar parties”) for the same or similar goods or services in similar quantities or scope of work. In the event Contractor reduces its prices or provides more favorable terms and conditions to the public or to similar parties for such goods or services during the term of this Contract, Contractor agrees to reduce the price(s) charged under this Contract effective as of the date of such price reduction and offer the more favorable terms and conditions as of the date of such offer. For purposes of determining whether a prompt-payment discount, if applicable, may be taken by the Universities or Public Agency, the starting date of such period shall be the later date of the properly executed invoice or the date of completion of services or delivery of product. Contractor warrants that prices on this Contract shall be complete, and no additional charges of any type shall be added without the State System’s express written consent. Such additional charges include, but are not limited to shipping, packaging, labeling, custom duties, taxes, storage, insurance, boxing and crating.

c. The State System reserves the right to purchase goods and services covered under this Contract through a separate procurement procedure, whenever the State System deems it to be in its best interest.

6. ORDER OF PRECEDENCE. In the event of any conflict or purported conflict as between any document or exhibit in this Contract, the order of precedence shall be defined as follows, ordered from first preference to last.

- a. Contract # CW19188 (this document).
- b. Exhibit A, Data Security Addendum.
- c. Exhibit B, Contractor’s Technical Proposal.
- d. Exhibit C, Contractor’s Cost Proposal.

7. DELIVERY. The Contractor shall proceed with all due diligence in the performance of the services with qualified personnel and in accordance with any completion criteria set forth in this Contract.

8. CHANGES. The State System reserves the right to make changes at any time during the term of this Contract or any renewals or extensions thereof to 1) make non-material changes to the services within the scope of this Contract to meet the needs of the State System; or 2) to notify the Contractor that the State System is exercising any Contract renewal or extension option. Any such change shall be made by the Contracting Officer by notifying the Contractor in writing. The change shall be effective as of the date of the notification of the change, unless the notification of change specifies a later effective date. Such

changes or modifications will not invalidate this Contract. Any dispute by the Contractor in regard to the performance required by any notification of change shall be handled through the section entitled CONTRACT CONTROVERSIES.

9. ASSIGNABILITY AND SUBCONTRACTING.

a. Subject to the terms and conditions of this section, this Contract shall be binding upon the parties and their respective successors and assigns.

b. The Contractor shall not subcontract with any person or entity to perform all or any part of the work to be performed under this Contract without the prior written consent of the Contracting Officer, which consent may be withheld at the sole and absolute discretion of the Contracting Officer.

c. The Contractor may not assign, in whole or in part, this Contract or its rights, duties, obligations, or responsibilities hereunder without the prior written consent of the Contracting Officer, which consent may be withheld at the sole and absolute discretion of the Contracting Officer.

d. Notwithstanding the foregoing, the Contractor may, without the consent of the Contracting Officer, assign its rights to payment to be received under this Contract, provided that the Contractor provides written notice of such assignment to the Contracting Officer together with a written acknowledgement from the assignee that any such payments are subject to all of the terms and conditions of this Contract.

e. For the purposes of this Contract, the term “assign” shall include, but shall not be limited to, the sale, gift, assignment, pledge, or other transfer of any ownership interest in the Contractor provided, however, that the term shall not apply to the sale or other transfer of stock of a publicly traded company.

f. Any assignment consented to by the Contracting Officer shall be evidenced by a written assignment agreement executed by the Contractor and its assignee in which the assignee agrees to be legally bound by all of the terms and conditions of this Contract and to assume the duties, obligations, and responsibilities being assigned.

g. A change of name by the Contractor, following which the Contractor’s federal tax identification number remains unchanged, shall not be considered to be an assignment hereunder. The Contractor shall give the Contracting Officer written notice of any such change of name.

10. COMPENSATION/INVOICES.

a. The Contractor shall be required to perform the services at the price(s) quoted in a University or Public Agency Purchase Order and within the time period(s) specified in a University or Public Agency Purchase Order. The Contractor shall be compensated only for items supplied and performed to the satisfaction of the State System or University or Public Agency. The Contractor shall not be allowed or paid travel or per diem expenses except as specifically set forth in a University or Public Agency Purchase Order.

b. The Contractor shall send an itemized invoice to the address referenced on a University or Public Agency Purchase Order promptly after items are satisfactorily delivered. The invoice should include only amounts due under the University or Public Agency Purchase Order. The University or Public Agency Purchase Order number must be included on all invoices.

c. The Contractor may not impose a surcharge or demurrage for any reason, unless authorized by the State System in writing. Surcharges/demurrage charges not approved in writing shall not be paid if

invoiced, and the State System or University or Public Agency shall not be liable for or penalized in any way for lack of payment.

d. Each invoice shall be itemized with detail deemed adequate by the University or Public Agency or it will be returned as improper and the time for processing a payment will be suspended until the University or Public Agency receives a correct invoice. In no instance shall any payment be made for services to the Contractor that are not in accordance with the prices on the Purchase Order, this Contract, updated price lists or any discounts negotiated by the State System, University or Public Agency.

e. A University or Public Agency shall have the right to require the Contractor to prepare and submit a "Work In Progress" sheet that contains, at a minimum, the tasks performed, number of hours, hourly rate, and the Purchase Order to which it refers.

11. PAYMENT.

a. The University or Public Agency shall put forth reasonable efforts to make payment by the required payment date. The required payment date is: (a) the date on which payment is due under the terms of this Contract; (b) thirty (30) days after a proper invoice actually is received at the "Bill To" address if a date on which payment is due is not specified in this Contract (a "proper" invoice is not received until the University or Public Agency accepts the service as satisfactorily performed); or (c) the payment date specified on the invoice if later than the dates established by (a) and (b) above. Payment may be delayed if the payment amount on an invoice is not based upon the price(s) as stated in the University or Public Agency Purchase Order. If any payment is not made within fifteen (15) days after the required payment date, the University or Public Agency may pay interest as determined by the Secretary of Budget in accordance with Act No. 266 of 1982 and regulations promulgated pursuant thereto. Payment should not be construed by the Contractor as acceptance of the service performed by the Contractor.

b. The State System or Universities shall have the option of using the University purchasing card to make purchases under this Contract or a Purchase Order. The University's purchasing card is similar to a credit card in that there will be a small fee that the Contractor will be required to pay and the Contractor will receive payment directly from the card issuer rather than the University. Any and all fees related to this type of payment are the responsibility of the Contractor. In no case will the State System allow increases in prices to offset credit card fees paid by the Contractor, or any other charges incurred by the Contractor, unless specifically stated in the terms of this Contract or a University Purchase Order.

c. The State System or Universities may make contract payments through Automated Clearing House (ACH). Within 10 days of award of this Contract, the Contractor must submit or must have already submitted their ACH information to the State System. The Contractor must submit a unique invoice number with each invoice submitted. The unique invoice number will be listed on the University's ACH remittance advice to enable the Contractor to properly apply the University's payment to the invoice submitted. It is the responsibility of the Contractor to ensure that the ACH information provided to the State System is accurate and complete. Failure to maintain accurate and complete information may result in delays in payments.

12. TAXES. The State System is exempt from all excise taxes imposed by the Internal Revenue Service and has accordingly registered with the Internal Revenue Service to make tax free purchases under Registration No. 23740001-K. With the exception of purchases of the following items, no exemption certificates are required and none will be issued: undyed diesel fuel, tires, trucks, gas guzzler emergency vehicles and sports fishing equipment. The State System is also exempt from Pennsylvania state sales tax, local sales tax, public transportation assistance taxes and fees and vehicle rental tax. The Department of

Revenue regulations provide that exemption certificates are not required for sales made to governmental entities and none will be issued.

13. INSURANCE. Unless otherwise agreed to in writing by the parties, Contractor shall procure and maintain during the term of this Contract, at its own expense, the following insurance coverage:

- a. Worker's compensation insurance as required by Pennsylvania law for all employees engaged in work.
- b. Commercial general liability insurance including coverage against any claims(s) that might occur in carryout out this Contract. Minimum coverage shall be one million dollars (\$1,000,000) liability for bodily injury and property damage including products liability and completed operations.
- c. Automobile liability insurance for all owned, non-owned and hired vehicles that are used in carrying out this Contract. Minimum coverage shall be one million dollars (\$1,000,000) per occurrence combined single limit for bodily injury and property damages per accident.
- d. The State System reserves the right to require higher or lower limits where warranted.
- e. Upon request by the State System, the Contractor is required to provide a Certificate of Insurance from a company licensed to do business in the Commonwealth of Pennsylvania, with a minimum AM Best rating of A-, and signed by an authorized agent. A minimum 60-day cancellation notice is desired.

14. CONTRACTOR REPRESENTATIONS, WARRANTIES AND COVENANTS.

a. **WARRANTY:** The Contractor warrants that all items furnished and all services performed by the Contractor, its agents and subcontractors shall be free and clear of any defects in workmanship or materials and comply with all applicable safety requirements under applicable law, including OSHA Standards. Unless otherwise stated in this Contract, all items are warranted for a period of one year following delivery by the Contractor and acceptance by the State System. The equipment manufacturer's standard warranty shall apply as a minimum and must be honored by the Contractor. The Contractor shall repair, replace or otherwise correct any problem with the delivered item. When an item is replaced, it shall be replaced with an item of equivalent or superior quality without any additional cost to the State System.

b. **PATENT, COPYRIGHT AND TRADEMARK INDEMNITY:** The Contractor warrants that it is the sole owner or author of, or has entered into a suitable legal agreement concerning either: a) the design of any product or process provided or used in the performance of this Contract that is covered by a patent, copyright, or trademark registration or other right duly authorized by state or federal law or b) any copyrighted matter in any report document or other material provided to the State System under this Contract. The Contractor shall defend any suit or proceeding brought against the State System on account of any alleged patent, copyright or trademark infringement in the United States of any of the products provided or used in the performance of this Contract. This is upon condition that the State System shall provide prompt notification in writing of such suit or proceeding; full right, authorization and opportunity to conduct the defense thereof; and full information and all reasonable cooperation for the defense of same. As principles of governmental or public law are involved, the State System may participate in or choose to conduct, in its sole discretion, the defense of any such action. If information and assistance are furnished by the State System at the Contractor's written request, it shall be at the Contractor's expense, but the responsibility for such expense shall be only that within the Contractor's written authorization. The Contractor shall indemnify and hold the State System harmless from all damages, costs, and expenses, including attorney's fees that the State System may pay or incur by reason of any infringement or violation of the rights occurring to any holder of copyright, trademark, or patent

interests and rights in any products provided or used in the performance of this Contract. If any of the products provided by the Contractor in such suit or proceeding are held to constitute infringement and the use is enjoined, the Contractor shall, at its own expense and at its option, either procure the right to continue use of such infringing products, replace them with non-infringing equal performance products or modify them so that they are no longer infringing. If the Contractor is unable to do any of the preceding, the Contractor agrees to remove all the equipment or software that is obtained contemporaneously with the infringing product, or, at the option of the State System, only those items of equipment or software that are held to be infringing, and to pay the State System: 1) any amounts paid by the State System towards the purchase of the product, less straight line depreciation; 2) any license fee paid by the State System for the use of any software, less an amount for the period of usage; and 3) the pro rata portion of any maintenance fee representing the time remaining in any period of maintenance paid for. The obligations of the Contractor under this section continue without time limit. No costs or expenses shall be incurred for the account of the Contractor without its written consent.

c. **COVENANT AGAINST CONTINGENT FEES:** The Contractor warrants that no person or selling agency has been employed or retained to solicit or secure this Contract upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, except bona fide employees or bona fide established commercial or selling agencies maintained by the Contractor for the purpose of securing business. For breach or violation of this warranty, the State System shall have the right to terminate this Contract without liability or in its discretion to deduct from this Contract price or consideration, or otherwise recover the full amount of such commission, percentage, brokerage, or contingent fee.

15. OWNERSHIP RIGHTS. The State System shall have unrestricted authority to reproduce, distribute, and use any submitted report, data or material, and any software or modifications and any Developed Works and Developed Materials as part of the performance of this Contract, which may include written reports and analyses, diagrams, maps, logical and physical designs, system designs, computer programs, flow charts, disks, and/or other machine-readable storage media.

16. ASSIGNMENT OF ANTITRUST CLAIMS. The Contractor and the State System recognize that in actual economic practice, overcharges by the Contractor’s suppliers resulting from violations of state or federal antitrust laws are in fact borne by the State System. As part of the consideration for the award of this Contract, and intending to be legally bound, the Contractor assigns to the State System all right, title and interest in and to any claims the Contractor now has, or may acquire, under state or federal antitrust laws relating to the products and services that are the subject of this Contract.

17. LIMITATION OF STATE SYSTEM LIABILITY. IN NO EVENT SHALL THE STATE SYSTEM BE LIABLE FOR ANY INDIRECT, CONSEQUENTIAL, INCIDENTAL, LOST PROFITS OR OTHER DAMAGES ARISING OUT OF THIS CONTRACT. THE STATE SYSTEM’S TOTAL OBLIGATION UNDER THIS CONTRACT SHALL NOT EXCEED THE COST FOR ALL GOODS AND SERVICES UNDER THIS CONTRACT WITHOUT REGARD TO THE THEORY OF RECOVERY OR THE NATURE OF THE CAUSE OF ACTION. THIS PROVISION SHALL NOT BE CONSTRUED TO LIMIT THE SOVEREIGN IMMUNITY OF THE COMMONWEALTH OR OF THE STATE SYSTEM OF HIGHER EDUCATION OR ITS UNIVERSITIES.

18. HOLD HARMLESS. The Contractor shall hold the State System harmless from and indemnify the State System, the State System of Higher Education and the Commonwealth of Pennsylvania against any and all third party claims, demands and actions based upon or arising out of any activities performed by the Contractor and its employees and agents under this Contract, provided the State System gives

Contractor prompt notice of any such claim of which it learns. Pursuant to the Commonwealth Attorneys Act (71 P.S. Section 732-101, et seq.), the Office of Attorney General (OAG) has the sole authority to represent the State System in actions brought against the State System. The OAG may, however, in its sole discretion and under such terms as it deems appropriate, delegate its right of defense. If OAG delegates the defense to the Contractor, the State System will cooperate with all reasonable requests of Contractor made in the defense of such suits. Notwithstanding the above, neither Party shall enter into any settlement without the other Party's written consent, which shall not be unreasonably withheld. The State System may, in its sole discretion, allow the Contractor to control the defense and any related settlement negotiations.

19. COMPLIANCE WITH LAW. The Contractor shall comply with all applicable federal and state laws and regulations and local ordinances in the performance of this Contract. More specifically:

a. **ENVIRONMENTAL LAWS AND REGULATIONS:** In the performance of this Contract, the Contractor shall minimize pollution and shall strictly comply with all applicable environmental laws and regulations, including, but not limited to, the Clean Streams Law Act of June 22, 1937 (P.L. 1987, No. 394), as amended 35 P.S. § 691.601 et seq.; the Pennsylvania Solid Waste Management Act, Act of July 7, 1980 (P.L. 380, No. 97), as amended, 35 P.S. § 6018.101 et seq.; and the Dam Safety and Encroachment Act, Act of November 26, 1978 (P.L. 1375, No. 325), as amended, 32 P.S. § 693.1.

b. **POST-CONSUMER RECYCLED CONTENT:** Except as specifically waived by the State System in writing, any supplies that are provided to the State System as a part of the performance of this Contract must meet the minimum percentage levels for total recycled content and post-consumer recycled content or are otherwise environmentally preferable as certified under a third party independently verified life cycle analysis conforming to the ISO 14040 series of standards or as specified in the guidelines or in the Department of General Services (DGS) specifications (available on the DGS website at www.dgs.state.pa.us), whichever reflects the higher level of post-consumer recycled content on the date of submission of the bid, proposal or contract offer.

c. **RECYCLED CONTENT ENFORCEMENT:** The Contractor may be required, after delivery of the Contract item(s), to provide the State System with documentary evidence that the item(s) was in fact produced with the required minimum percentage of post-consumer and recovered material content.

d. **HAZARDOUS SUBSTANCES.** The Contractor shall provide information to the State System about the identity and hazards of hazardous substances supplied or used by the Contractor in the performance of the Contract. The Contractor must comply with Act 159 of October 5, 1984, known as the "Worker and Community Right to Know Act" and the regulations promulgated pursuant thereto at 4 Pa. Code Section 301.1 et seq., as well as all applicable federal law, which includes providing a copy of any Material Safety Data Sheet for each order of a hazardous chemical, as defined under 29 CFR 1910.1200.

e. **EXPORT CONTROL LAW COMPLIANCE.** To the extent Contractor is providing devices/technology or data under this Contract, Contractor acknowledges that a foreign national(s) may use the device/technology/and or data at the State System. Contractor shall comply with all U.S. export control laws and regulations, including but not limited to the International Traffic in Arms Regulations (ITAR), 22 CFR Parts 120 through 130, and the Export Administration Regulations (EAR), 15 CFR Parts 730 through 799, in the performance of this Contract. In the absence of available license exemptions/exceptions, Contractor shall be responsible for obtaining the appropriate licenses or other authorizations, if required, for exports of hardware, technical data, and software, or for the provision of technical assistance. Contractor shall be responsible for all regulatory record keeping requirements

associated with the use of licenses and license exemptions/exceptions. Prior to disclosing or transferring to State System any hardware, technical data, software or product utilizing any such data which is subject to export controls under federal law, Contractor shall notify the State System in writing of the nature and extent of the export control. The State System shall have the right to decline any such technical data or product utilizing such data. In the event Contractor sends any such technical data or product that is subject to export control, without notice of the applicability of such export control, the State System has the right to immediately terminate this Contract.

20. DEFAULT.

a. The State System may, subject to the provisions of the section entitled FORCE MAJEURE and in addition to its other rights under this Contract, declare the Contractor in default by written notice thereof to the Contractor, and terminate (as provided in the section entitled TERMINATION) the whole or any part of this Contract or any Purchase Order for any of the following reasons:

- 1) Failure to begin work within the time specified in this Contract Order or a Purchase Order or as otherwise specified;
- 2) Failure to perform the work with sufficient labor, equipment, or material to ensure the completion of the specified work in accordance with the terms of this Contract or a Purchase Order;
- 3) Unsatisfactory performance of the work;
- 4) Failure to deliver awarded item(s) within the time specified in this Contract or a Purchase Order or as otherwise specified;
- 5) Improper or untimely delivery;
- 6) Failure to provide an item(s) that is in conformance with the specifications referenced in this Contract or a Purchase Order;
- 7) Delivery of a defective item;
- 8) Failure or refusal to remove material, or remove and replace any work rejected as defective or unsatisfactory;
- 9) Discontinuance of work without approval;
- 10) Failure to resume work, which has been discontinued, within a reasonable time after notice to do so;
- 11) Insolvency, bankruptcy or placed into receivership;
- 12) Assignment made for the benefit of creditors;
- 13) Failure or refusal within 10 days after written notice by the Contracting Officer, to make payment or show cause why payment should not be made of any amounts due for materials furnished, labor supplied or performed, equipment rentals, or for utility services rendered;
- 14) Failure to protect, to repair, or to make good any damage or injury to property;
- 15) Breach of any provision of this Contract;
- 16) Failure to comply with representations made in the Contractor's bid, proposal or contract offer; or

17) Failure to comply with applicable industry standards, customs, and practice.

b. In the event that the State System terminates this Contract or any University Purchase Order in whole or in part as provided in subparagraph a. above, the State System may procure, upon such terms and in such manner as it determines, items similar or identical to those so terminated, and the Contractor shall be liable to the State System for any reasonable excess costs for such similar or identical items included within the terminated part of this Contract or a University Purchase Order.

c. If this Contract or a University Purchase Order is terminated as provided in subparagraph a. above, the State System, in addition to any other rights provided in this section, may require the Contractor to transfer title and deliver immediately to the State System in the manner and to the extent directed by the Contracting Officer, such partially completed items, including, where applicable, reports, working papers and other documentation, as the Contractor has specifically produced or specifically acquired for the performance of such part of this Contract or a Purchase Order as has been terminated. Except as provided below, payment for completed work accepted by the State System shall be at the price set forth in this Contract. Except as provided below, payment for partially completed items including, where applicable, reports and working papers delivered to and accepted by the State System shall be in an amount agreed upon by the Contractor and Contracting Officer. The State System may withhold from amounts otherwise due the Contractor for such completed or partially completed works, such sum as the Contracting Officer determines to be necessary to protect the State System against loss.

d. The rights and remedies of the State System provided in this section shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract.

e. The State System's failure to exercise any rights or remedies provided in this section shall not be construed to be a waiver by the State System of its rights and remedies in regard to the event of default or any succeeding event of default.

f. Following exhaustion of the Contractor's administrative remedies as set forth in the section entitled CONTRACT CONTROVERSIES of this Contract, the Contractor's exclusive remedy shall be to seek damages in the Commonwealth of Pennsylvania Board of Claims.

21. TERMINATION. The State System has the right to terminate this Contract (including any Purchase Order issued under this Contract) for any of the following reasons. Termination shall be effective upon written notice to the Contractor.

a. **TERMINATION FOR CONVENIENCE:** The State System shall have the right to terminate this Contract for its convenience without penalty or recourse if the State System determines termination to be in its best interest. Upon receipt of the written notice, the Contractor shall immediately stop all work as directed in the notice, notify all subcontractors of the effective date of the termination and minimize all further costs to the State System. The Contractor shall be paid for work satisfactorily completed prior to the effective date of the termination and this shall be the Contractor's sole remedy against the State System in the event of termination under this provision. In no event shall the Contractor be entitled to recover loss of profits, loss of use of money, or administrative or overhead costs.

b. **NON-APPROPRIATION:** The State System's obligation to make payments during any State System fiscal year succeeding the current fiscal year shall be subject to availability and appropriation of funds by a granting agency, the Commonwealth or a governing body. When funds are not appropriated or otherwise made available to support continued performance in a subsequent fiscal year period, the State System shall have the right to terminate this Contract. The Contractor shall be paid for work satisfactorily completed prior to the notice of non-appropriation. The Contractor may be reimbursed for the reasonable

value of any nonrecurring costs incurred but not amortized in the price of the supplies or services delivered under this Contract. Such reimbursement shall not include loss of profit, loss of use of money, or administrative or overhead costs. The reimbursement amount may be paid for any appropriations made available for that purpose.

c. **TERMINATION FOR CAUSE:** The State System shall have the right to terminate this Contract for Contractor default under the section entitled DEFAULT, upon written notice to the Contractor. The State System shall also have the right, upon written notice to the Contractor, to terminate this Contract for other cause as specified in the Contract or by law. If it is later determined that the State System erred in terminating this Contract for cause, then, at the State System’s discretion, this Contract shall be deemed to have been terminated for convenience under subparagraph a. above.

22. CONTRACT CONTROVERSIES.

a. In the event of a controversy or claim arising from this Contract, the Contractor must, within six (6) months after the cause of action occurs, file a written claim with the Contracting Officer for a determination, stating all grounds upon which the Contractor asserts a controversy or claim. The written claim shall state all grounds upon which the Contractor asserts a controversy exists. If the Contractor fails to file a claim or files an untimely claim, the Contractor is deemed to have waived its right to assert a claim in any forum. At the time the claim is filed, or within sixty (60) days thereafter, either Party may request mediation through the Commonwealth of Pennsylvania’s Office of General Counsel Mediation Program.

b. If the Contractor or the Contracting Officer requests mediation and the other Party agrees, the Contracting Officer shall promptly make arrangements for mediation. Mediation shall be scheduled so as to not delay the issuance of the final determination beyond the required 120 days after receipt of the claim if mediation is unsuccessful.

c. If mediation is not agreed to or if resolution is not reached through mediation, the Contracting Officer shall review timely-filed claims and issue a final determination, in writing, regarding the claim. The final determination shall be issued within 120 days of the receipt of the claim, unless extended by consent of the Contracting Officer and the Contractor. The Contracting Officer shall send his/her written determination to the Contractor. If the Contracting Officer fails to issue a final determination within the 120 days (unless extended by consent of the parties), the claim shall be deemed denied. The Contracting Officer's determination shall be the final order of the purchasing agency.

d. Within fifteen (15) days of the mailing date of the determination denying a claim or within 135 days of filing a claim if no extension is agreed to by the parties, whichever occurs first, the Contractor may file a statement of claim with the Commonwealth Board of Claims which retains exclusive jurisdiction. Pending a final judicial resolution of a controversy or claim, the Contractor shall proceed diligently with the performance of this Contract in a manner consistent with the determination of the Contracting Officer and the State System shall compensate the Contractor pursuant to the terms of this Contract.

23. FORCE MAJEURE.

a. Neither Party will incur any liability to the other if its performance of any obligation under this Contract is prevented or delayed by an event or circumstance beyond its control, regardless of whether it was foreseeable, that was not caused by the Party who is unable to perform (the “nonperforming Party”) provided the nonperforming Party complies with the provisions of this section. Causes and circumstances beyond a Party’s control may include, but are not limited to, acts of God or war, changes in controlling

law, regulations, orders or the requirements of any governmental entity, severe weather conditions, civil disorders, natural disasters, fire, epidemics and quarantines, general strikes throughout the trade or other labor disputes affecting either party, and freight embargoes. Causes and circumstances beyond a party’s control do not include a strike or other labor unrest that affects only one party or an increase in prices.

b. Upon identifying an event or circumstance a party believes is beyond its control, nonperforming party shall notify the other party as soon as practicable and in writing no later than five (5) days after the date on which the nonperforming party becomes aware, or should have reasonably become aware, that such event or circumstance would prevent or delay its performance. Such notification shall (i) describe fully such cause(s) and its effect on performance, (ii) state whether performance under this Contract is prevented or delayed and (iii) if performance is delayed, state a reasonable estimate of the duration of the delay and all reasonable efforts being undertaken to attempt performance, limit delay and limit damages. The nonperforming party shall have the burden of proving that such event or circumstance delayed or prevented its performance despite its diligent efforts to perform and shall produce such supporting documentation as the other party may reasonably request, including providing updates regarding the event or circumstance as it is ongoing. After receipt of such notification, the party receiving notice of the event or circumstance may elect to cancel this Contract, cancel the Purchase Order, or to extend the time for performance as reasonably necessary to compensate for the delay.

c. In the event of a declared emergency by competent governmental authorities, the State System by notice to the Contractor may suspend all or a portion of this Contract or a Purchase Order issued under this Contract.

24. USE OF CONFIDENTIAL INFORMATION.

a. As Used in this Section “the PA Data Breach Notification Act” shall refer to the Pennsylvania Breach of Personal Information and Notification Act, 71 Pa.C.S. § 2031, et. seq., as amended by Act No. 151 of 2022, and any subsequent amendments through the term of this Contract.

b. In addition to all other Notice requirements otherwise provided for by this Agreement, any notice required of Contractor pursuant to this section shall be made by email directed to: ContractorCyberIncident@passhe.edu.

c. The following words or phrases, as used in this Section, shall be given the same definition as they are given in the PA Data Breach Act: “Breach of the security of the system,” “Determination,” “Discovery,” and “Personal Information.”

d. Covered Data and Information (“CDI”) includes, Personal Information, paper and electronic financial information, student education records, as well as any other data marked as confidential provided by the State System or University or its students to the Contractor to perform the services under this Contract.

e. Disclosure of CDI: Contractor shall not copy, report or release CDI or information concerning the State System or University or its students, employees or customers to third parties except when essential for authorized use under this Contract and then only with the State System’s or University’s prior written approval and only where the third parties sign agreements containing substantially the same provisions as contained in this section. Any such report or release of information shall, at a minimum, comply with those requirements enumerated in the Gramm-Leach-Bliley Act (15 U.S.C. §6801 et seq.), the Family and Educational Rights and Privacy Act of 1974 (20 U.S.C. §1232g), and applicable University

or Board of Governors policies or standards for safeguarding such information, and all other applicable laws regarding consumer privacy and confidential information. The Contractor agrees not to use CDI for any purpose other than the purpose for which the disclosure was made.

f. Maintenance of CDI: The Contractor shall develop, implement, maintain, and use appropriate administrative, technical, and physical security measures to preserve the confidentiality, integrity, and availability of all electronically maintained or transmitted CDI received from or on behalf of the State System, University or its students. The Contractor will extend these measures by contract to all subcontractors used by the Contractor. At a minimum, the Contractor agrees to guard the confidentiality of the State System's confidential information with the same diligence with which it guards its own proprietary information.

g. If the Contractor maintains or stores computerized data on behalf of the State System or University that constitutes Personal Information the Contractor shall:

- 1) Utilize encryption, or other appropriate security measures, to reasonably protect the transmission of personal information from being viewed or modified by an unauthorized third party. The Contractor shall develop and maintain (or continue to maintain if such a policy already exists) a policy to govern the proper encryption or other appropriate security measures and transmission of data to the State System or University. In developing the policy, the Contractor shall reasonably consider similar existing Federal policies and other policies, best practices identified by other states and relevant studies and other sources as appropriate in accordance with best practices as established by the Federal Government and the Commonwealth of Pennsylvania. The policy shall be reviewed at least annually and updated as necessary.
- 2) Develop (or continue to maintain if such a policy already exists) a policy to govern reasonably proper storage of the Personal Information. A goal of the policy shall be to reduce the risk of future breaches of the security of the system. In developing the policy, the Contractor shall reasonably consider similar existing Federal policies and other policies, best practices identified by other states and relevant studies and other sources as appropriate in accordance with best practices as established by the Federal Government and the Commonwealth of Pennsylvania. The policy shall be reviewed at least annually and updated as necessary.

h. Destruction or Return of CDI: Upon termination, cancellation, expiration or other conclusion of this Contract or any license granted hereunder, the Contractor will return to the State System or University all copies of CDI in the Contractor's possession, unless the Contracting Officer consents in writing to the preservation of a copy of the CDI for archival purposes. The Contractor shall provide a certificate to the State System or University confirming the date of destruction of the CDI.

i. Reporting of Unauthorized Disclosures Misuse of CDI, or Breach of the security of the system: The Contractor shall, as soon as reasonably practicable upon Discovery, and in accordance with all applicable state and federal statutes and regulations, and in no event more than 24-hours following Determination of the Breach of the security of the system, report to the State System or University any Breach of the security of the system, use or disclosure of CDI not authorized by this Contract, by

Contractor or any party to whom Contractor has given access or control of CDI. The Contractor's report shall identify: (i) the nature of the unauthorized Breach of the security, use or disclosure, (ii) any CDI used or disclosed, (iii) the identity of any known party who perpetrated the Breach of the security of the system, made the unauthorized use or received the unauthorized disclosure, (iv) what the Contractor has done or shall do to mitigate any deleterious effect of the Beach of the security of the system, unauthorized use or disclosure, and (v) what corrective action the Contractor has taken or shall take to prevent future similar Breach of the security of the system, unauthorized use or disclosure. The Contractor shall provide such other information, including a written report, as reasonably requested by the State System or University.

j. Notification following Breach of the Security of the System: Upon Determination that a Breach of the security of the system has occurred, Contractor shall, in addition to the above requirement regarding notification of the State System, comply with all relevant state and federal laws and regulations regarding notification of data breach, including, but not limited to, the PA Data Breach Notification Act.

k. Remedies: If the State System or University reasonably determines in good faith that the Contractor has materially breached any of its obligations under this provision, the State System or University, in its sole discretion, shall have the right to require the Contractor to submit to a plan of monitoring and reporting; provide the Contractor with a thirty (30) day period to cure the breach; or terminate this Contract immediately if cure is not possible. Before exercising any of these options, the State System or University shall provide written notice to the Contractor describing the violation and the action it intends to take. If the Office of the Chief Privacy Officer ("OCPO") of the U.S. Department of Education determines that the Contractor improperly disclosed personally identifiable information obtained from the State System's or University's education records, the State System or University may not allow the Contractor access to education records for at least five (5) years.

1. The obligations stated in this section do not apply to information:
 - 1) already known to the recipient at the time of disclosure other than through the contractual relationship;
 - 2) independently generated by the recipient and not derived from the information supplied by the disclosing party;
 - 3) known or available to the public, except where such knowledge or availability is the result of unauthorized disclosure by the recipient of the proprietary information;
 - 4) disclosed to the recipient without a similar restriction by a third party who has the right to make such disclosure; or
 - 5) required to be disclosed by the recipient by law, regulation, court order, or other legal process.

m. Indemnity: The Contractor shall defend and hold the State System harmless from all claims, liabilities, damages, or judgments brought by a third party, including the State System's costs and attorney fees, to the extent arising as a result of the Contractor's negligent or willful failure to meet any of its obligations under this section.

25. NONDISCRIMINATION. The Parties shall comply with all applicable state and federal statutes and regulations governing equal employment opportunity, non-discrimination and immigration. The parties agree to continue their respective policies of nondiscrimination based on Title VI of the Civil Rights Act of 1964 in regard to sex, age, race, color, creed, and national origin; Title IX of the Education Amendments of 1972 and other applicable laws; as well as the provisions of the Americans with Disabilities Act. Pursuant to federal regulations promulgated under the authority of the Americans With Disabilities Act, 28 C.F.R. § 35.101 et seq., the Contractor understands and agrees that it shall not cause any individual with a disability to be excluded from participation in this Contract or from activities provided for under this Contract on the basis of the disability. As a condition of accepting this Contract, the Contractor agrees to comply with the “General prohibitions against discrimination” set forth in 28 C.F.R. § 35.130, and all other regulations promulgated under Title II of the Americans With Disabilities Act which are applicable to all benefits, services, programs, and activities provided by the Commonwealth of Pennsylvania through contracts with outside contractors.

26. SEXUAL HARASSMENT. Federal law and the policies of the State System prohibit sexual harassment of State System employees or students. Sexual harassment includes any unwelcome sexual advance toward a State System employee or student, or any other verbal or physical conduct of a sexual nature that is so severe or pervasive as to create a hostile or offensive working environment for State System employees, or a hostile or offensive academic environment for students. State System vendors, subcontractors and suppliers for this project are required to exercise control over their employees so as to prohibit acts of sexual harassment of State System employees and students. The employer of any person who the State System, in its reasonable judgment, determines has committed an act of sexual harassment agrees as a term and condition of this Contract to cause such person to be removed from the project site and from State System premises and to take such other action as may be reasonably necessary to cause the sexual harassment to cease. In addition, the State System may proceed with debarment or suspension or make appropriate reports in accordance with the Contractor Responsibility Program.

27. BACKGROUND CHECKS FOR SECURE OR SENSITIVE AREAS.

a. At the direction of the State System, the Contractor must, at its expense, arrange for a background check for each of its employees, as well as the employees of any of its subcontractors, who will have access to secure or sensitive areas on the State System’s campus, either through on-site access or through remote access, as determined by the State System. Before the State System will permit an employee or subcontractor of the Contractor to have access to secure or sensitive areas on the State System’s campus, the Contractor may be required provide written confirmation that appropriate background checks have been conducted.

b. Access to certain State System buildings may be controlled by means of card readers and secured visitors' entrances. State System contracted personnel who have regular and routine business in State System worksites may be issued a photo identification or access badge, at the discretion of the State System, subject to State System policy or direction. The Contractor shall be responsible for all fees in connection is issuance of photo identification or access badges

c. The State System may provide Contractor employees who work on a State System campus with a designated email or other network access for use by the employee for performance under this Contract. Any such access must be in accordance with all applicable laws and State System policies.

d. If it is discovered at any time that an individual who has access to a secure or sensitive area on campus has a criminal record that includes a felony or misdemeanor involving terroristic behavior, violence, use of a lethal weapon, breach of trust/fiduciary responsibility or that raises concerns about

building, system or personal security, or is otherwise job-related, the Contractor shall not assign that employee to any State System facilities, shall remove any access privileges already given to the employee and shall not permit that employee remote access unless the State System consents to the access, in writing, prior to the access.

e. Failure of the Contractor to comply with the terms of this section on more than one occasion or Contractor's failure to appropriately address any single failure to the satisfaction of the State System may result in the Contractor being deemed in default of its Contract.

28. BACKGROUND CHECKS FOR MINORS.

a. The Contractor must arrange for a background check for each of its employees, as well as the employees of any of its subcontractors, who will provide a program, activity or service to the State System that is responsible for the care, supervision, guidance, or control of children or as otherwise designated by the State System under applicable policy. The Contractor will be responsible for any such associated costs.

b. Before the State System will permit an employee or subcontractor of the Contractor to provide any program, activity or service to the State System where the employee or subcontractor is responsible for the care, supervision, guidance, or control of children, the Contractor must provide written confirmation that background checks have been conducted in accordance with applicable law and policies. If it is discovered at any time that an individual has a criminal record that includes one of the enumerated offenses set forth in section 6344(c) of the Child Protective Services Law, 23 Pa.C.S. § 6344, the Contractor shall immediately remove the employee or subcontractor from assignment to the State System under this Contract.

c. The State System specifically reserves the right to conduct background checks over and above that described herein or as otherwise required by applicable law.

d. The State System may provide Contractor employees who work on a State System campus with a designated email or other network access for use by the employee for performance under this Contract. Any such access must be in accordance with all applicable laws and State System policies.

e. Failure of the Contractor to comply with the terms of this section on more than one occasion or Contractor's failure to appropriately address any single failure to the satisfaction of the State System may result in the Contractor being deemed in default of its Contract.

29. MANDATORY REPORTING REQUIREMENTS.

a. All employees, subcontractors and volunteers of Contractor who provide a program, activity, or service to the State System that are responsible for the care, supervision, guidance, or control of children are considered mandated reporters of suspected cases of child abuse under Pennsylvania law. All mandated reporters shall make an immediate report of suspected child abuse if the individual has reasonable cause to suspect that a child is the victim of child abuse under any of the following circumstances: (i) the mandated reporter comes into contact with the child in the course of employment, occupation and practice of a profession or through a regularly scheduled program, activity or service; (ii) the mandated reporter is directly responsible for the care, supervision, guidance or training of the child, or is affiliated with an agency, institution, organization, school, regularly established church or religious organization or other entity that is directly responsible for the care, supervision, guidance or training of the child; (iii) a person makes a specific disclosure to the mandated reporter that an identifiable child is the victim of child abuse; or (iv) an individual 14 years of age or older makes a specific disclosure to the mandated reporter that the individual has committed child abuse. The minor is not required to come before

the mandated reporter in order for the mandated reporter to make a report of suspected child abuse. The mandated reporter does not need to determine the identity of the person responsible for the child abuse to make a report of suspected child abuse.

b. Mandated reporters must immediately make an oral report of suspected child abuse to the Department of Human Services (DHS), formerly the Department of Public Welfare, by calling ChildLine at 1-800-932-0313, or by filing a written report with DHS through Pennsylvania's Child Welfare Information Solution portal (<https://www.compass.state.pa.us/CWIS>). If an oral report is made, a written report shall also be made within 48 hours to DHS or the county agency assigned to the case as prescribed by DHS. If a mandated reporter feels that a child is in an emergency situation, the mandated reporter should call local law enforcement or 911 immediately. In addition to the mandatory reporting requirements above, employees and subcontractors of Contractor must immediately notify the State System that a report of suspected child abuse has been made.

30. CONTRACTOR RESPONSIBILITY. For the purpose of these provisions, the term Contractor is defined as any person, including, but not limited to, a bidder, offeror, loan recipient, grantee or lessor, who has furnished or performed or seeks to furnish or perform, goods, supplies, services, leased space, construction or other activity, under a contract, grant, lease, purchase order or reimbursement agreement with the Commonwealth of Pennsylvania (Commonwealth). The term Contractor includes a permittee, licensee, or any agency, political subdivision, instrumentality, public authority, or other public entity in the Commonwealth.

a. The Contractor certifies, in writing, for itself and its subcontractors required to be disclosed or approved by the Commonwealth, that as of the date of its execution of this Contract, that neither the Contractor, nor any such subcontractors, are under suspension or debarment by the Commonwealth or any governmental entity, instrumentality, or authority and, if the Contractor cannot so certify, then it agrees to submit, along with its Contract, a written explanation of why such certification cannot be made.

b. The Contractor also certifies, in writing, that as of the date of its execution of this Contract it has no tax liabilities or other Commonwealth obligations, or has filed a timely administrative or judicial appeal if such liabilities or obligations exist, or is subject to a duly approved deferred payment plan if such liabilities exist.

c. The Contractor's obligations pursuant to these provisions are ongoing from and after the effective date of the Contract through the termination date thereof. Accordingly, the Contractor shall have an obligation to inform the Commonwealth if, at any time during the term of the Contract, it becomes delinquent in the payment of taxes, or other Commonwealth obligations, or if it or, to the best knowledge of the Contractor, any of its subcontractors are suspended or debarred by the Commonwealth, the federal government, or any other state or governmental entity. Such notification shall be made within 15 days of the date of suspension or debarment.

d. The failure of the Contractor to notify the Commonwealth of its suspension or debarment by the Commonwealth, any other state, or the federal government shall constitute an event of default of the Contract with the Commonwealth.

e. The Contractor agrees to reimburse the Commonwealth for the reasonable costs of investigation incurred by the Office of State Inspector General for investigations of the Contractor's compliance with the terms of this or any other agreement between the Contractor and the Commonwealth that results in the suspension or debarment of the contractor. Such costs shall include, but shall not be limited to, salaries of investigators, including overtime; travel and lodging expenses; and expert witness

and documentary fees. The Contractor shall not be responsible for investigative costs for investigations that do not result in the Contractor's suspension or debarment.

f. The Contractor may search the current list of suspended and debarred Commonwealth contractors by visiting the eMarketplace website at <http://www.emarketplace.state.pa.us> and clicking the Debarment List tab.

31. CONTRACTOR INTEGRITY. It is essential that those who seek to contract with the Commonwealth observe high standards of honesty and integrity. They must conduct themselves in a manner that fosters public confidence in the integrity of the Commonwealth contracting and procurement process.

a. **DEFINITIONS.** For purposes of this section, the following terms shall be defined as follows:

- 1) "Affiliate" means two or more entities where (a) a parent entity owns more than fifty percent of the voting stock of each of the entities; or (b) a common shareholder or group of shareholders owns more than fifty percent of the voting stock of each of the entities; or (c) the entities have a common proprietor or general partner.
- 2) "Consent" means written permission signed by a duly authorized officer or employee of the State System, provided that where the material facts have been disclosed, in writing, by prequalification, bid, proposal, or contractual terms, the State System shall be deemed to have consented by virtue of the execution of this Contract.
- 3) "Contractor" means the individual or entity that has entered into this Contract with the State System.
- 4) "Contractor Related Parties" means any affiliates of the Contractor and the Contractor's executive officers, Pennsylvania officers and directors, or owners of 5% or more interest in the Contractor.
- 5) "Financial Interest" means either:
 - a) Ownership of more than a five percent interest in any business; or
 - b) Holding a position as an officer, director, trustee, partner, employee, or any position of management.
- 6) "Gratuity" means tendering, giving, or providing anything of more than nominal monetary value including, but not limited to, cash, travel, entertainment, gifts, meals, lodging, loans, subscriptions, advances, deposits of money, services, employment, or contracts of any kind. The exceptions set forth in the Governor's Code of Conduct, Executive Order 1980-18, the 4 Pa. Code §7.153(b), shall apply.
- 7) "Non-bid Basis" means a contract awarded or executed by the State System with Contractor without seeking bids or proposals from any other potential bidder or offeror.

b. In furtherance of this policy, Contractor agrees to the following:

- 1) Contractor shall maintain the highest standards of honesty and integrity during the performance of this Contract and shall take no action in violation of state or federal laws or regulations or any other applicable laws or regulations, or other requirements

applicable to Contractor or that govern contracting or procurement with the Commonwealth.

- 2) Contractor shall establish and implement a written business integrity policy, which includes, at a minimum, the requirements of these provisions as they relate to the Contractor activity with the Commonwealth and Commonwealth employees and which is made known to all Contractor employees. Posting these Contractor Integrity provisions conspicuously in easily-accessible and well-lighted places customarily frequented by employees and at or near where the services are performed shall satisfy this requirement.
- 3) Contractor, its affiliates, agents, employees and anyone in privity with Contractor shall not accept, agree to give, offer, confer, or agree to confer or promise to confer, directly or indirectly, any gratuity or pecuniary benefit to any person, or to influence or attempt to influence any person in violation of any federal or state law, regulation, executive order of the Governor of Pennsylvania, statement of policy, management directive or any other published standard of the Commonwealth in connection with performance of work under this Contract, except as provided in this Contract.
- 4) Contractor shall not have a financial interest in any other contractor, subcontractor, or supplier providing services, labor, or material under this Contract, unless the financial interest is disclosed to the State System in writing and the State System consents to Contractor's financial interest. Contractor shall disclose the financial interest to the State System at the time of bid or proposal submission, or if no bids or proposals are solicited, no later than Contractor's submission of this Contract signed by Contractor.
- 5) Contractor certifies to the best of its knowledge and belief that within the last five (5) years Contractor or Contractor Related Parties have not:
 - a) been indicted or convicted of a crime involving moral turpitude or business honesty or integrity in any jurisdiction;
 - b) been suspended, debarred or otherwise disqualified from entering into any contract with any governmental agency;
 - c) had any business license or professional license suspended or revoked;
 - d) had any sanction or finding of fact imposed as a result of a judicial or administrative proceeding related to fraud, extortion, bribery, bid rigging, embezzlement, misrepresentation or anti-trust; and
 - e) been, and are not currently, the subject of a criminal investigation by any federal, state or local prosecuting or investigative agency or civil anti-trust investigation by any federal, state or local prosecuting or investigative agency.

If Contractor cannot so certify to the above, then it must submit along with its bid, proposal or contract a written explanation of why such certification cannot be made and the State System will determine whether a contract may be entered into with the Contractor. The Contractor's obligation pursuant to this certification is ongoing from and after the Effective Date of this Contract through the Expiration Date. Accordingly, the Contractor shall have an obligation to immediately notify the State System in writing if at any time during the term of this Contract it becomes aware of any event

that would cause the Contractor's certification or explanation to change. Contractor acknowledges that the State System may, in its sole discretion, terminate this Contract for cause if it learns that any of the certifications made herein are currently false due to intervening factual circumstances or were false or should have been known to be false when entering into the contract.

- 6) Contractor shall comply with the requirements of the Lobbying Disclosure Act (65 Pa.C.S. §13A01 et seq.) regardless of the method of award. If this Contract was awarded on a non-bid Basis, Contractor must also comply with the requirements of Section 1641 of the Pennsylvania Election Code (25 P.S. §3260a).
- 7) When Contractor has reason to believe that any breach of ethical standards as set forth in law, the Governor's Code of Conduct, or these Contractor Integrity provisions has occurred or may occur, including but not limited to contact by a Commonwealth officer or employee which, if acted upon, would violate such ethical standards, Contractor shall immediately notify the Contracting Officer or the Office of the State Inspector General in writing.
- 8) Contractor, by submission of its bid or proposal or execution of this Contract and by the submission of any bills, invoices or requests for payment pursuant to this Contract, certifies and represents that it has not violated any of these Contractor Integrity provisions in connection with the submission of the bid or proposal, during any contract negotiations or during the term of this Contract, to include any extensions thereof. Contractor shall immediately notify the Contracting Officer in writing of any actions for occurrences that would result in a violation of these Contractor Integrity provisions. Contractor agrees to reimburse the Commonwealth for the reasonable costs of investigation incurred by the Office of the State Inspector General, the State System and the Commonwealth for investigations of the Contractor's compliance with the terms of this or any other agreement between the Contractor and the Commonwealth that results in the suspension or debarment of the Contractor. Contractor shall not be responsible for investigative costs for investigations that do not result in the Contractor's suspension or debarment.
- 9) Contractor shall cooperate with the Office of the State Inspector General, the State System and the Commonwealth in any investigation of any alleged Commonwealth agency or employee breach of ethical standards and any alleged Contractor non-compliance with these Contractor Integrity provisions. Contractor agrees to make identified Contractor employees available for interviews at reasonable times and places. Contractor, upon the inquiry or request of a Commonwealth investigator, shall provide, or if appropriate, make promptly available for inspection or copying, any information of any type or form deemed relevant by the investigating Commonwealth agency to Contractor's integrity and compliance with these provisions. Such information may include, but shall not be limited to, Contractor's business or financial records, documents or files of any type or form that refer to or concern this Contract. Contractor shall incorporate the obligations set forth in this section in any agreement, contract or subcontract it enters into in the course of the performance of this Contract solely for the purpose of obtaining subcontractor compliance with this provision. The incorporation of this provision in a subcontract shall not create privity of contract

between the State System and any such subcontractor, and no third party beneficiaries shall be created thereby.

- 10) For violation of any of these Contractor Integrity provisions, the State System may terminate this and any other contract with Contractor, claim liquidated damages in an amount equal to the value of anything received in breach of these provisions, claim damages for all additional costs and expenses incurred in obtaining another contractor to complete performance under this Contract, and debar and suspend Contractor from doing business with the Commonwealth. These rights and remedies are cumulative, and the use or non-use of any one shall not preclude the use of all or any other. These rights and remedies are in addition to those the Commonwealth may have under law, statute, regulation, policy or otherwise.

32. COMMONWEALTH EMPLOYEE ETHICS.

a. The Commonwealth Procurement Code, 62 Pa.C.S. § 101 et seq., provides that any attempt by a Commonwealth employee to realize personal gain through public employment by conduct inconsistent with the proper discharge of the duties of the employee is a breach of a public trust and that Commonwealth employees must avoid conflict of interest or improper use of confidential information. 62 Pa. C. S. § 2302(a).

b. Pursuant to the Public Official and Employee Ethics Act ("Ethics Act"), 65 Pa.C.S. §1101 et seq., subject to certain statutory exceptions, "public officials" or "public employees" as defined by the Ethics Act, 65 Pa.C.S. §1102, are prohibited from: a) using the authority of their public positions to obtain a private pecuniary benefit (financial gain that is not authorized in law) for themselves, member(s) of their immediate family, or businesses with which they or member(s) of their immediate family are associated; and b) using any confidential information received from their public positions to obtain a private pecuniary benefit (financial gain that is not authorized in law) for themselves, member(s) of their immediate family, or businesses with which they or member(s) of immediate family are associated. 65 Pa.C.S. § 1103(a).

c. "State advisors" and "State consultants" as those terms are defined in the State Adverse Interest Act, 71 P.S. § 7761 et eq., having recommended to the State agency that he or she served, either in the making of a contract or a course of action of which the making of a contract is an express or implied part, are prohibited from "hav[ing] an adverse interest" in such contract, as that term is defined in the statute. A State employee, as that term is defined in the statute, is prohibited from having an adverse interest in a contract with the State agency by which he or she is employed and from influencing or attempting to influence the making of or supervise or in any manner deal with any contract in which the employee has an adverse interest. For purposes of this section, State agency shall refer to the Pennsylvania State System of Higher Education.

d. The Contractor must report any known or suspected violations of the provisions of this section to the State System or the Office of the Chancellor, attn.: Chief Counsel.

33. AUDIT. The State System and the Commonwealth of Pennsylvania shall have the right, at reasonable times and at a site designated by the State System, to audit the books, documents and records of the Contractor to the extent that the books, documents and records relate to costs or pricing data for this Contract. The Contractor agrees to maintain records that will support the prices charged and costs incurred for this Contract. The Contractor shall preserve books, documents, and records that relate to costs or pricing data for this Contract for a period of three (3) years from date of final payment. The Contractor

shall give full and free access to all records to the State System, the Commonwealth of Pennsylvania and their authorized representatives.

34. RIGHT OF OFFSET. The Contractor acknowledges and agrees that the State System may set off the amount of any state tax liability or other obligation of the Contractor or its subsidiaries to the Commonwealth of Pennsylvania against any payments due the Contractor under any contract with the Commonwealth of Pennsylvania.

35. RIGHT TO KNOW LAW.

a. The Pennsylvania Right-to-Know Law, 65 P.S. §§ 67.101-3104, (“RTKL”) applies to this Contract.

b. If the State System needs the Contractor’s assistance in any matter arising out of the RTKL related to this Contract, it shall notify the Contractor using the legal contact information provided in this Contract. The Contractor, at any time, may designate a different contact for such purpose upon reasonable prior written notice to the State System.

c. Upon written notification from the State System that it requires the Contractor’s assistance in responding to a request under the RTKL for information related to this Contract that may be in the Contractor’s possession, constituting, or alleged to constitute, a public record in accordance with the RTKL (“Requested Information”), the Contractor shall:

- 1) Provide the State System, within ten (10) days after receipt of written notification, access to, and copies of, any document or information in the Contractor’s possession arising out of this Contract that the State System reasonably believes is Requested Information and may be a public record under the RTKL; and
- 2) Provide such other assistance as the State System may reasonably request, in order to comply with the RTKL with respect to this Contract.

d. If the Contractor considers the Requested Information to include a request for a Trade Secret or Confidential Proprietary Information, as those terms are defined by the RTKL, or other information that the Contractor considers exempt from production under the RTKL, the Contractor must notify the State System and provide, within seven (7) days of receiving the written notification, a written statement signed by a representative of the Contractor explaining why the requested material is exempt from public disclosure under the RTKL.

e. The State System will rely upon the written statement from the Contractor in denying a RTKL request for the Requested Information unless the State System determines that the Requested Information is clearly not protected from disclosure under the RTKL in which case the Contractor shall provide the Requested Information within five (5) days of receipt of written notification of the State System’s determination.

f. If the Contractor fails to provide the Requested Information within the time period required by these provisions, the Contractor shall indemnify and hold the State System harmless for any damages, penalties, costs, detriment or harm that the State System may incur as a result of the Contractor’s failure, including any statutory damages assessed against the State System.

g. The State System will reimburse the Contractor for any costs associated with complying with these provisions only to the extent allowed under the fee schedule established by State System or if none, by the Office of Open Records or as otherwise provided by the RTKL if a fee schedule is inapplicable.

h. The Contractor may file a legal challenge to any State System decision to release a record to the public with the Office of Open Records, or in an appropriate Pennsylvania Court, however, the Contractor shall indemnify the State System for any legal expenses incurred as a result of such a challenge and shall hold the State System harmless for any damages, penalties, costs, detriment or harm that the State System may incur as a result of the Contractor’s failure, including any statutory damages assessed against the State System, regardless of the outcome of such legal challenge. As between the parties, the Contractor agrees to waive all rights or remedies that may be available to it as a result of the State System’s disclosure of Requested Information pursuant to the RTKL.

36. APPLICABLE LAW. This Contract shall be governed by and interpreted and enforced in accordance with the laws of the Commonwealth of Pennsylvania (without regard to any conflict of laws provisions) and the decisions of the Pennsylvania courts. The Contractor consents to the jurisdiction of any court of the Commonwealth of Pennsylvania and any federal courts in Pennsylvania, waiving any claim or defense that such forum is not convenient or proper. The Contractor agrees that any such court shall have in personam jurisdiction over it, and consents to service of process in any manner authorized by Pennsylvania law.

37. MISCELLANEOUS.

a. **PUBLICITY:** Contractor shall not reference or use the name of the Commonwealth of Pennsylvania, the State System of Higher Education, or the State System or any official, employee, unit or department or any logo, trademark or symbol associated with any of the above for commercial promotion. News releases or other publicity pertaining to this Contract shall not be made without the prior written approval of the State System.

b. **INTEGRATION:** This Contract, including all referenced documents and any issued Purchase Order(s), constitute the entire agreement between the Parties. No agent, representative, employee or officer of either the State System or the Contractor has authority to make, or has made, any statement, agreement or representation, oral or written, in connection with this Contract, which in any way can be deemed to modify, add to or detract from, or otherwise change or alter its terms and conditions. No negotiations between the parties, nor any custom or usage, shall be permitted to modify or contradict any of the terms and conditions of the Contract. No modifications, alterations, changes, or waiver to this Contract or any of its terms shall be valid or binding unless accomplished by a written amendment signed by both Parties. All such amendments will be made using the appropriate State System form.

c. **CONTROLLING TERMS AND CONDITIONS:** The terms and conditions of this Contract shall be the exclusive terms of agreement between the Contractor and the State System. All quotations requested and received from the Contractor are for obtaining firm pricing only. Other terms and conditions or additional terms and conditions included or referenced in the Contractor's quotations, invoices, business forms, or other documentation shall not become part of the parties’ agreement and shall be disregarded by the parties, unenforceable by the Contractor and not binding on the State System unless specifically referenced as being incorporated into this Contract. In the event attachments containing additional terms are incorporated as part of this Contract, the terms and conditions herein shall control and prevail over any such attachments, regardless of any language contained therein to the contrary.

d. **SEVERABILITY:** If any provision of this Contract is held by a court of competent jurisdiction to be contrary to law or rendered unlawful by a legislative act, such provision shall be interpreted to be modified so as to best accomplish the objectives of the original provision to the fullest extent allowed by law, and the remaining provisions of this Contract shall remain in full force and effect.

e. **SURVIVAL:** The terms and conditions of this Contract that by their sense and context are intended to survive termination or expiration hereof shall so survive.

f. **NOTICE:** Any written notice to any party under this Contract shall be deemed sufficient if delivered personally, or by facsimile, telecopy, electronic or digital transmission (provided such delivery is confirmed), or by a recognized overnight courier service (e.g., DHL, Federal Express, etc.) with confirmed receipt, or by certified or registered United States mail, postage prepaid, return receipt requested, and sent to the other party at the address set forth in this Contract. In the case of an alleged breach of this Contract, a copy of the written notice to the State System shall also be provided to the following: State System Legal Counsel, 2300 Vartan Way, Suite 207, Harrisburg, PA 17110.

g. **LEGISLATIVE AND POLICY UPDATES:** The Parties acknowledge that it may be necessary from time to time to modify the provisions of this Contract to comply with legislative or policy updates, including updates to policies of the Pennsylvania State System of Higher Education. In such cases, the State System will notify the Contractor of the necessary changes and the parties will incorporate such changes into an amendment to this Contract.

h. **THIRD PARTY BENEFICIARY:** The State System and the Contractor are the only Parties to this Contract and are the only parties entitled to enforce its terms. Nothing in this Contract gives or is intended to give or shall be construed to give or provide any benefit or right, directly or indirectly, to third parties.

i. **INDEPENDENT CONTRACTOR:** In performing its obligations under this Contract, the Contractor will act as an independent contractor and not as an employee or agent of the State System. The Contractor will be responsible for all services in this Contract whether or not Contractor provides them directly. Further, the Contractor is the sole point of contact with regard to all contractual matters, including payment of any and all charges resulting from the Contract.

j. **COUNTERPARTS:** This Contract may be signed in counterparts, each of which shall be an original, with the same effect as if the signatures thereto and hereto were upon the same instrument.

38. USER AGREEMENT

a. **License to Use the Service.** Subject to the terms and conditions of this Agreement, Contractor grants to the State System, a limited, worldwide, non-exclusive, non-transferable license during the term of this Agreement to use the Service over the World Wide Web via a standard browser solely in connection with its internal business operations. The license of the State System to use the Service is subject to the Scope Limitations and contingent upon compliance with the Scope Limitations and this Agreement. iParq provides Software As A Service (SAAS) to all of its Clients. Pursuant to this contract, the State System will be one of those Clients. For the duration of the contract iParq will grant the State System and its users the right to use iParq SAAS software and services pursuant to iParq's published standard User Agreement. iParq will provide the State System electronic or web based user access to its software and systems. All users will agree to create their own iParq account using the then current system webpages. As a condition to using the iParq system, each user will fill out their information electronically, provide payment information as necessary, and will accept the current terms of service before iParq will grant them access to the system. All users will continue to be governed by this user agreement and any update as iParq or the State System may require. A user's acceptance of any terms and conditions not expressly set forth and incorporated into this agreement shall bind the user only, in the user's personal capacity. Under no circumstances shall user acceptance of any terms and conditions not

set forth here, but way of a “click through,” or by any other means, be interpreted to bind the State System, regardless of any actual or apparent agent or employee relationship between the user and the State System or its universities. This standard agreement governs all iParq users and reserves the data and confidentiality rights to each iParq Client individually. No iParq client will have any rights to any other client or the State System’s data therefore the State System will have no rights to other iParq Client or the State System’s data.

b. License to Use the Documentation. Subject to the terms and conditions of this Agreement, Contractor grants to the State System a limited, worldwide, non-exclusive, non-transferable license during the term of this Agreement to reproduce, without modification, and internally use a reasonable number of copies of the Documentation solely in connection with use of the Service in accordance with this Agreement.

c. Use Restrictions. All rights not expressly granted to the State System are reserved by the Contractor. Except as otherwise explicitly provided in this Agreement or as may be expressly permitted by applicable law, the State System will not, and will not permit or authorize third parties to: (a) rent, lease, or, except as explicitly set forth in Section 38.e., otherwise permit third parties to use the Service, Computer Software or Documentation; (b) use the Service to provide services to third parties (e.g., as a service bureau); (c) circumvent or disable any security or other technological features or measures of the Service, or attempt to probe, scan or test the vulnerability of a network and or system or to breach security or authentication measures; (d) upload or provide for processing any information or materials that are defamatory, offensive or abusive or of an obscene or menacing character or violate privacy or intellectual property rights; (e) use the Service to harm, threaten or harass another person or organization; or (f) send, store or distribute any viruses, worms, Trojan horses, or other malware component harmful to a network or system. The State System will not copy, reproduce, modify, translate, enhance, decompile, disassemble, reverse engineer or create derivative works of any Service software or Computer Software, or provide, disclose or make any Service or Computer Software available to any third party. The State System is not authorized to make any copy of Service software. The State System will neither alter nor remove any trademark, copyright notice or other proprietary rights notices that may appear on any part of the Documentation or any Computer Software and will include all such notices on any copies. The State System will ensure that its Affiliates, the Permitted Third Parties and the Authorized Users comply with the applicable obligations of the State System under this Agreement.

d. Compliance with Laws. The State System will use the Service and Documentation, and upload data into the Service, in compliance with all applicable laws and regulations.

e. Authorized Users Only. This Agreement restricts the use of the Service to those specified employees of the State System and Permitted Third Parties for which the State System has created unique usernames and passwords (each, an “Authorized User”), up to the number of users specified on the Service Agreement Proposal. Authorized Users must not provide or make available their usernames or passwords to any other person. An Authorized User account is not permitted to be shared among users. Additional Authorized Users may be added by paying the applicable fees to Contractor at Contractor’s then-current rate or as otherwise specified on the Service Agreement Proposal. The term for additional Authorized Users will be coterminous with (and the pricing prorated for) the expiration of the then-current term of this Agreement. The Authorized Users who are employees of Permitted Third Parties may access and use

the Service solely to perform the Permitted Third Party’s contractual obligations to the State System. Contractor may from time-to-time request from the State System a list of all Authorized Users, including their employer information and, if not employed by the State System, whether the employer is an Affiliate or Permitted Third Party. The State System will provide this list to the Contractor within a reasonable period of time after Contractor’s request.

f. Protection against Unauthorized Use. The State System will ensure that Permitted Third Parties and Authorized Users, use reasonable efforts to prevent any unauthorized use of the Service and Documentation, and the State System will notify the Contractor in writing of any unauthorized use that comes to the State System’s attention in a reasonable amount of time. If there is unauthorized use by anyone who obtained access to the Service, Computer Software or Documentation directly or indirectly through the State System, a Permitted Third Party or an Authorized User, the State System will take all steps reasonably necessary to terminate the unauthorized use. The State System will cooperate and assist with any actions taken by Contractor to prevent or terminate unauthorized use of the Service, Computer Software or Documentation.

g. Third Party Applications. Use of third party applications on iParq leased equipment and/or in conjunction with iParq software may cause performance or harm to the State System. iParq will give best effort to accommodate additional State System requirements, however cannot guarantee performance as indicated in the Contractor’s performance warranty due to third party conflicts.

39. INTELLECTUAL PROPERTY AND CONFIDENTIAL INFORMATION

a. Service and Documentation. Contractor retains all right, title, and interest in and to the Service, Computer Software and Documentation and all related intellectual property rights, including without limitation any modifications, updates, customizations, cards, or other add-ons (all of which will be considered Contractor’s Confidential Information), but excluding State System Data. The State System’s right to use the Service, Documentation, and Computer Software are limited to those expressly set forth in this Agreement; all other rights are reserved by the Contractor. The State System understands and agrees that Contractor may use and disclose, in an aggregated format only, any and all data derived or collected from the State System’s use of the Service (excluding State System Data), including for the purposes of operating, managing, maintaining and improving Contractor’s products and services, and for developing and distributing benchmarks and similar reports and databases; provided that such aggregated data is not identified or identifiable as originating with or associated with the State System or any individual person.

b. State System Data. Any data uploaded into the Service, or otherwise provided for processing by the Service, by or on behalf of the State System (“State System Data”) is the State System’s property and the State System Confidential Information. Contractor will use State System Data solely as required to provide or perform the Service, Technical Support Services and Professional Services. Contractor shall have no further obligation or liability regarding State System Data other than confidentiality as provided herein.

c. Confidential Information.

- 1) Receiving Party agrees to take reasonable steps, at least substantially equivalent to the steps it takes to protect its own proprietary information, but not less than reasonable care, to prevent the unauthorized duplication or disclosure of the Disclosing Party's Confidential Information to third parties without Disclosing Party's prior written consent. Receiving Party may disclose Disclosing Party's Confidential Information to Receiving Party's employees or agents who reasonably need to have access to such information to perform Receiving Party's obligations under this Agreement, and who will treat such Confidential Information under the terms of this Agreement. Provided that such Permitted Third Party is bound by obligations of confidentiality and nonuse no less restrictive than the terms of this Agreement, the State System may disclose Contractor's Confidential Information to a Permitted Third Party solely to the extent required for such Permitted Third Party to be able to access and use the Service pursuant to this Agreement. Contractor may also disclose this Agreement to actual and potential investors and funding sources who agree to hold it in confidence. Any materials marked as Confidential are the sole property of the Contractor. They have been provided to the State System for their review only. Distribution of these materials beyond the entity defined or exceeds Receiving Party obligations and reasonable care will be considered a breach of Confidentiality by the Contractor.
- 2) The Receiving Party may disclose Disclosing Party's Confidential Information if required by law so long as the Receiving Party gives the Disclosing Party prompt written notice of the requirement prior to the disclosure and reasonable assistance in limiting disclosure.
- 3) Upon written request of Disclosing Party, or in any event upon any termination or expiration of this Agreement, Receiving Party will return to Disclosing Party or destroy all materials, in any medium, to the extent containing or reflecting any of the Disclosing Party's Confidential Information, provided, however, that this requirement will not limit Contractor's rights under Section 39.a.
- 4) Following expiration or termination of this Agreement, Contractor may purge the State System Data and the State System's Service environment from Contractor's systems. The State System may elect to receive a copy of State System Data if requested in writing within ninety (90) days of expiration or termination of this Agreement.
- 5) This Section 39.c. will survive for 5 years following expiration or termination of this Agreement.

d. Trademarks. This Agreement does not authorize the State System to use Contractor's name or any of its trademarks, which include but are not limited to the name of Contractor, the words Intelligent Parking, iParq, Contractor domain, and the Contractor logo.

e. Copyright. All title, including but not limited to copyrights, patents, trademarks and other intellectual property, in and to the Service software, Documentation and Computer Software and any copies thereof are owned by Contractor or its suppliers. All title and intellectual property rights in and to

the content which may be accessed through use of the Service software or Computer Software is the property of the respective content owner and may be protected by applicable copyright or other intellectual property laws and treaties. This Agreement grants the State System no rights to use such content. All rights not expressly granted are reserved by Contractor.

f. Feedback. Contractor is hereby granted a royalty-free, fully paid-up, non-exclusive, perpetual, irrevocable, worldwide, non-transferable, sub-licensable license to use, copy, modify, or distribute, including by incorporating into the Service, any suggestions, enhancement requests, recommendations or other feedback provided by the State System, a Permitted Third Party or an Authorized User relating to the operation of the Service.

g. Export Restrictions. The State System agrees to not export or re-export the Service software, Documentation or Computer Software, any part thereof, or any process or service that is the direct product of the Service software (the foregoing collectively referred to as the "Restricted Components"), to any country, person or entity subject to U.S. export restrictions. The State System specifically agrees not to export or re-export any of the Restricted Components (i) to any country to which the U.S. has embargoed or restricted the export of goods or services, which currently include, but are not necessarily limited to Cuba, Iran, Iraq, Libya, North Korea, Sudan and Syria, or to any national of any such country, wherever located, who intends to transmit or transport the Restricted Components back to such country; (ii) to any person or entity who you know or have reason to know will utilize the Restricted Components in the design, development or production of nuclear, chemical or biological weapons; or (iii) to any person or entity who has been prohibited from participating in U.S. export transactions by any federal agency of the U.S. government. The State System warrants and represents that neither the U.S. Commerce Department, Bureau of Export Administration nor any other U.S. federal agency has suspended, revoked or denied your export privileges.

40. INTELLECTUAL PROPERTY INFRINGEMENT

a. Defense of Infringement Claims. Contractor will, at its expense, either defend the State System from or settle any claim, proceeding, or suit ("Claim") brought by a third party against the State System alleging that its use of the Service infringes or misappropriates any patent, copyright, trade secret, trademark, or other intellectual property right if: (a) the State System gives Contractor prompt written notice of the Claim; (b) the State System grants Contractor full and complete control over the defense and settlement of the Claim; (c) the State System provides assistance in connection with the defense and settlement of the Claim as Contractor may reasonably request; and (d) the State System complies with any settlement or court order made in connection with the Claim (e.g., relating to the future use of any infringing Service). The State System will not defend or settle any Claim without Contractor's prior written consent. The State System will have the right to participate in the defense of the Claim at its own expense and with counsel of its own choosing, but Contractor will have sole control over the defense and settlement of the Claim.

b. Indemnification of Infringement Claims. Contractor will indemnify the State System from and pay (a) all damages, costs, and attorneys' fees finally awarded against the State System in any Claim under Section 40.a.; (b) all out-of-pocket costs (including reasonable attorneys' fees) reasonably incurred by the State System in connection with the defense of a Claim under Section 10.a. (other than attorneys' fees and costs incurred without Contractor's consent after Contractor has accepted defense of the Claim

and expenses incurred pursuant to the last sentence of Section 40.a.); and (c) all amounts that Contractor agrees to pay to any third party to settle any Claim under Section 40.a.

c. Exclusions from Obligations. Contractor will have no obligation under this Section 40 for any infringement or misappropriation to the extent that it arises out of or is based upon (a) use of the Service in combination with other products or services if such infringement or misappropriation would not have arisen but for such combination; (b) the Service is provided to comply with designs, requirements, or specifications required by or provided by or on behalf of the State System, if the alleged infringement or misappropriation would not have arisen but for the compliance with such designs, requirements, or specifications; (c) use of the Service by the State System, any Authorized User, or any Permitted Third Party for purposes not intended or outside the scope of the rights granted in this Agreement; (d) failure of the State System, any Authorized User or any Permitted Third Party to use the Service in accordance with instructions provided by Contractor, if the infringement or misappropriation would not have occurred but for such failure; or (e) any modification of the Service not made or authorized in writing by Contractor where such infringement or misappropriation would not have occurred absent such modification.

d. Limited Remedy. This Section 40 states Contractor's sole and exclusive liability, and the State System's sole and exclusive remedy, for the actual or alleged infringement or misappropriation of any third party intellectual property right by the Service.

(Signature Page Follows)

IN WITNESS WHEREOF, the parties hereto have caused this Contract to be executed pursuant to due and legal action authorizing the same to be done on the date(s) below.


FOR THE CONTRACTOR:

Individual or Partner or Member Date
(if Contractor is an individual or partnership
or limited liability company)

Title

DocuSigned by:
 8/21/2023

1B825174FF0346A...
President or Vice President Date
(Circle Title) CEO

DocuSigned by:
 8/22/2023


76F3C3287C0148D...
Secretary or Treasurer Date
(Circle Title) 08/22/2023

FOR THE STATE SYSTEM:

DocuSigned by:
 8/22/2023

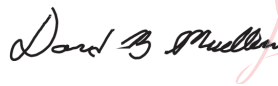
2EAC86ED69BA47F...
Director Procurement Shared Services Date

APPROVED AS TO FISCAL RESPONSIBILITY,
BUDGETARY APPROPRIATENESS AND
AVAILABILITY OF FUNDS


DocuSigned by:
 8/22/2023

7B4CC4E478B2475...
Chief Financial Officer Date

APPROVED AS TO FORM AND LEGALITY

 Digitally signed by David
Mueller
Date: 2023.08.23 10:46:00
-04'00'

State System Legal Counsel Date

 Digitally signed by epettis
DN: dc=LCL, dc=PA, ou=CWOPA, ou=GC,
ou=OGC, ou=USERS, cn=epettis
Date: 2023.09.05 10:30:32 -04'00'

Deputy Attorney General Date

 Digitally signed by David E. Stover,
Assistant Chief Deputy Attorney General
Date: 2023.09.22 08:25:26 -04'00'

Office of General Counsel Date

Note regarding signatures above. If a corporation, two signatures are required, one being the President or Vice President, the second being the Secretary or Treasurer. Signatory authority of either signatures can be delegated provided there is a certified Board resolution presented with this contract.

Fully Executed Contract Received by University Legal Counsel Administrator _____

Data Security Addendum

Contractor acknowledges that the Contract between the Parties allows the Contractor access to Covered Data and Information ("CDI"), as defined below. This Data Security Addendum adds additional obligations concerning the use of CDI to the Contract between the parties.

1. Definitions

- a. **Covered Data and Information ("CDI")** - includes (1) paper and electronic financial information that is marked as confidential; (2) "personal information" as that term is defined by Pennsylvania's Breach of Personal Information Notification Act, 73 P.S. § 2301 et seq., as may be amended; (3) personally identifiable information contained in student education records as that term is defined in the Family Educational Rights and Privacy Act ("FERPA"), 20 USC 1232g; (4) "protected health information" as that term is defined in the Health Insurance Portability and Accountability Act ("HIPAA"), 45 CFR Part 160.103; (5) nonpublic personal information as that term is defined in the Gramm-Leach-Bliley Financial Modernization Act of 1999 ("GLB"), 15 USC 6809; (6) credit and debit card numbers and/or access codes and other cardholder data and sensitive authentication data as those terms are defined in the Payment Card Industry Data Security Standards; (7) other financial account numbers, access codes, driver's license numbers; state- or federal-identification numbers such as passport, visa or state identity card numbers; (8) and any other data marked as non-public that is provided by the University, its students or a third party to the Contractor to perform the services under this Contract.
- b. **Covered Parties** - The following are considered a "Covered Party" subject to the restrictions on the use of CDI: Contractor; employees or agents of Contractor who actually and legitimately need to access or use CDI in the performance of Contractor's duties to University; and such third parties, such as but not limited to subcontractors, who have an actual and legitimate need to access or use CDI.
- c. **System** - An assembly of components that supports an operational role or accomplishes a specific objective including a discrete set of information resources (network, server, computer, software, application, operating system or storage devices) organized for the collection, processing, maintenance, use, sharing, dissemination, or disposition of information.

2. Use of, Disclosure of, Storage of, or Access to CDI

- a. Contractor and Covered Parties shall only use, disclose, store, or access CDI in accordance with, and only to the extent permissible or necessary to fulfill obligations under the Contract, this Addendum and any other agreement between the parties and will not share CDI with or disclose it to any third party without the prior written consent of the University, except as required by the Contract or as otherwise required by applicable law.
- b. Contractor and Covered Parties shall only use, disclose, store, or access CDI in full compliance with any and all applicable laws and regulations, only to the extent applicable to Contractor, including but not limited to: FERPA, HIPAA, GLB, Federal Trade Commission Red Flags Rule, the Social Security Act, Payment Card Industry Data Security Standards (PCI-DSS), Americans with Disabilities Act (ADA), U.S. export control laws, the European Union General Data Protection Regulation (GDPR), and personnel and data breach laws of the Commonwealth of Pennsylvania.
- c. Contractor will ensure all internal Covered Parties have read, understood, and received appropriate instruction as to how to comply with the data protection provisions of the Contract and this Addendum.
- d. Contractor shall require all third party Covered Parties to agree in writing and in advance of any disclosure, to be bound by confidentiality terms at least as stringent as the terms of this Addendum.
- e. Any transmission, transportation, or storage of CDI outside the United States is prohibited except

on prior written authorization by the University.

- f. Contractor and Covered Parties may store CDI on servers housed in datacenters owned and operated by third parties, provided the third parties have executed confidentiality agreements with Contractor that are consistent with the Contract and this Addendum.
- g. For CDI subject to FERPA, Contractor will be considered a "school official" with a "legitimate educational interest" as those terms are used in FERPA and its implementing regulations. Contractor agrees to abide by the limitations and requirements imposed on school officials. Contractor will use the education records only for the purpose of fulfilling its duties under the Contract for University's and its end user's benefit, and will not share such data with or disclose it to any third party except as provided for in the Contract, required by law, or authorized in writing by the University.
- h. The parties agree that as between them, all rights including all intellectual property rights in and to CDI shall remain the exclusive property of the University, and Contractor has a limited, nonexclusive license to use the data as provided in the Contract solely for the purpose of performing its obligations under the Contract. The Contract does not give a party any rights, implied or otherwise, to the other's data, content, or intellectual property, except as expressly stated in the Contract.

3. Safeguarding CDI

- a. Contractor shall ensure that its employees have undergone appropriate background screening and possess all needed qualifications to comply with the terms of the Contract and this Addendum, including but not limited to all terms relating to data and intellectual property protection.
- b. Contractor agrees that use, storage, and access to CDI shall be performed with that degree of skill, care, and judgment customarily accepted as sound, quality, and professional practices designed and implemented in such a manner to ensure the confidentiality, availability, and integrity of CDI and to avoid or prevent compromises, attacks and potential Data Breaches.
- c. Contractor will implement the controls reasonably necessary to protect any System owned or operated by Contractor that contains CDI: (1) using secure protocols and encryption to safeguard CDI in transit; (2) adding a host-based or external firewall to protect the System (or allowing the University to add a host-based or external firewall); (3) limiting administrative and remote access to the System; (4) limiting account access and privileges to the least necessary for the proper functioning of the System; (5) removing or disabling applications and services that are not necessary for the proper functioning of the System; (6) utilizing named user accounts and not generic or shared accounts; (7) utilizing Federated Single Sign On, Kerberos, or other industry compliant services for authentication and authorization; (8) avoidance of default passwords and capabilities that allow the changing of System and user passwords; (9) enabling an appropriate level of auditing and logging for the operating system and applications; and (10) take reasonable measures to protect CDI against deterioration or degradation of data quality and authenticity.
- d. The University reserves the right to request security information reasonably necessary to ascertain University's own compliance with state and federal data privacy laws. Upon the University's request, Contractor shall provide a copy of its most recent SOC 2 report, and that of any data center in which CDI is stored. The University may also require the Contractor to complete a Higher Education Cloud Vendor Assessment Tool (HECVAT) to ensure the services to be provided are appropriately assessed for security and privacy needs. Contractor agrees to cooperate with the University to ensure data is handled and systems are operated in compliance with applicable University policy and adopted standards.

4. Product Maintenance and Support

- a. Contractor shall have a process for the timely review, testing, and installation of patches essential for safeguarding the confidentiality, integrity, or availability of the System or CDI.
- b. Contractor will implement best practices for change management procedures, including a formal process to ensure that changes to a System are introduced in a controlled and coordinated manner to avoid or reduce the possibility that unnecessary changes, faults or vulnerabilities are introduced to the System, or that changes made by other users are undone.
- c. Contractor shall ensure that all products under subscription are remotely supported via a secure connection method that includes an audit log of events. Remote access shall be limited to an as needed or as requested basis. Contractor shall provide University with notice 12 months before the product becomes unsupported.

5. Contractor Access to University Systems

- a. In accordance with applicable policies, University login credentials may be given to contractors for the purposes of scheduled troubleshooting, maintenance, or updates to software provided or supplied by Contractor and installed on University-owned computer equipment. In such a case, University will provide the Contractor with credentials for logging in locally or through a secured Virtual Private Network (VPN), if required. Credentials will be issued by the University through a help desk ticket and issued for a specified time and disabled once that time has expired.
- b. As a condition of the Contractor's access to University computing equipment the Contractor represents that they will not attempt to access any system(s) other than the one(s) designated in the help desk ticket.
- c. All work performed by the Contractor while connected to University computing equipment may be monitored or verified by the University.

6. Data or Security Incident

- a. If Contractor becomes aware that CDI may have been accessed, disclosed, or acquired without proper authorization, Contractor shall immediately notify the specified University contact. Contractor shall immediately take such actions as may be necessary to preserve forensic evidence and eliminate the cause of the incident. Contractor shall give highest priority to immediately correcting any incident and shall devote such resources as may be required to accomplish that goal. Contractor shall fully investigate the incident, and cooperate fully with the University's investigation of and response to the incident.
- b. Contractor shall promptly provide the University information necessary to enable the University to fully understand the nature and scope of the incident so that it can take appropriate action, including notice to individuals impacted and, if need be, notice to consumer reporting agencies as required by the Commonwealth's Breach of Personal Information Notification Act, 73 P.S. §§ 2301 et seq.
- c. In addition to any other remedies available to the University under law or equity, Contractor will reimburse the University in full for all costs incurred by the University in investigation and remediation of any incident, including but not limited to providing notification to individuals whose CDI was compromised and to regulatory agencies or other entities as required by law or contract; providing one year's credit monitoring to the affected individuals if the CDI exposed during the breach could be used to commit financial identity theft; and the payment of legal fees, audit costs, fines, and other fees imposed by regulatory agencies or contracting partners as a result of the incident.
- d. Upon request, Contractor shall provide University information about what Contractor has done or plans to do to mitigate any deleterious effect of the unauthorized use or disclosure of, or access to CDI. In the event that an incident requires Contractor's assistance in reinstalling software, such

assistance shall be provided at no cost to the University. The University may discontinue any services or products provided by Contractor until the University, in its sole discretion, determines that the cause of the incident has been sufficiently mitigated.

- e. The Contractor shall coordinate all outbound communications regarding an incident with the University.

7. Compelled Disclosure of CDI

- a. Contractor shall promptly notify the University in writing of any subpoena, discovery request, court order, or other legal request or command to disclose CDI and provide the University sufficient time to obtain a court order or take any other action the University deems necessary to prevent disclosure or otherwise protect CDI. Contractor shall provide prompt and full cooperation in University's efforts to protect CDI. Upon request, Contractor will provide the University with a copy of its response.
- b. If the University receives a subpoena, discovery request, court order, or other legal request or command (including a request pursuant to the Pennsylvania Right to Know Law) or request seeking CDI maintained by Contractor, the University will promptly provide a copy to Contractor. Contractor will promptly supply the University with copies of data required for the University to respond, and will cooperate with the University's reasonable requests in connection with its response.

8. Data Transfer or Destruction Procedures

- a. Upon expiration or termination of the Contract, Contractor shall follow the University's instructions as to the preservation, transfer, or destruction of CDI. Any transfer to the University or a designated third party shall occur within a reasonable period of time and without significant interruption in service. Contractor shall ensure that such transfer/migration uses facilities and methods that are compatible with the relevant systems of the University or its transferee, and to the extent technologically feasible, that the University will have reasonable access to CDI during the transition.
- b. In the event the University requests destruction of CDI, Contractor agrees to destroy all data in its possession and in the possession of any subcontractors or agents to which the Contractor might have transferred CDI in accordance with standards that meet or exceed [National Institute of Standards and Technology \(NIST\) Special Publication 800-88r1 guidelines](#) pertaining to data sanitization using "purge" or "destroy" methods. Contractor agrees to provide documentation of data destruction.
- c. Contractor will notify the University of an impending cessation of its business and any contingency plans, immediately transfer any previously escrowed assets and CDI and provide the University access to facilities to remove and destroy University-owned assets and CDI. Contractor shall take all necessary actions to ensure a smooth transition of service with minimal disruption to the University. Contractor will also provide a full inventory and configuration of all hardware and software involved in service delivery. Contractor will work closely with its successor to ensure a successful transition in advance of the final transition date, with minimal downtime and effect on the University. Upon request by the University, Contractor shall certify in writing to University that return or destruction of data has been completed. Prior to such return or destruction, Contractor shall continue to protect CDI in accordance with the terms of the Contract and this Addendum.
- d. The Contractor's obligations under this section shall survive termination of the Contract until all CDI has been returned or securely destroyed.

PASSHE RFP #DOC528712455

Parking Management Solutions



<p>Proposal Contact: Nate Ferraco Title: iParq Sales Phone: 805-963-9400 Email: iparqsales@iparq.com</p>	<p>Contractor: INET, inc. (dba iParq) Mailing Address: PO Box 60309 San Diego, CA 92166 Phone: 805-562-8200</p>
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Transmittal Letter

March 15, 2023

To Whom It May Concern:

iParq is pleased to have the opportunity to provide a complete proposal in response to the University System RFP# DOC528712455 Parking Management Solutions and Appendices A-C and Addenda 1 and 2. with a proposed integration with PCS Mobile for LPR (License Plate Recognition) services and equipment.

iParq has provided our core systems to the University System in the recent past, which means if iParq is selected, implementation will be simple. After transferring the University System's current data back into our database, we will simply turn the University System's iParq system back on, and add the additional integrations and requested features.

Our secure, fully-hosted, and web-based parking management solution is designed to be intuitive and easy for you and your customers to use. In this proposal we detail how we will work with your current hardware and software providers, as well as offer options for iParq to provide all of the additional hardware, software and functionality needed to accomplish the University System's goals requested herein.

iParq benefits the University System by providing:

- Comprehensive real time Permit and Citation Management
- Mobile and Fixed LPR through integration with PCS Mobile/Genetec
- Real time Interfaces with pay stations, pay-by-phone, pay-by-plate, and more
- Vendor-agnostic Integration Support
- Virtual and Physical Permits
- Waitlist Management
- Pre-qualification Settings and Document Upload
- Citations: Electronically, by letter, or printed on site
- Electronic "tire-chalking" for monitoring fixed time zone parking
- Automated Aging Actions that trigger full-service notice fulfillment

- Adjudication tools for Administrative Reviews and Hearings
- E-Commerce functionality from any Internet-ready device
- 100% PCI compliant payment processing
- Integrated Parking Customer Relationship Management tools
- Five-Star Customer Service and Ongoing Support
- Robust Reporting, including ad hoc and report scheduling
- Automated Notifications, Field Alerts, VIP, and Scofflaw
- 50 States DMV and Local Law Enforcement Database Interfaces
- Full-service, In-House Fulfillment Center
- Event Management, Online Reservations
- Unlimited Administrators for real time User-Level System Management
- Dedicated Teams for Training, Support, and Technology Interfacing Needs
- Bank-level data security, backup, and encryption
- Increased collections, revenues, and compliance

For over 23 years, iParq has provided a complete turnkey and outsourced solution to universities, colleges, municipalities, and parking operators across North America. iParq has the in-house experience, staff, facilities, and state of the art software to consistently and accurately achieve all of the requested requirements in a timely, supportive, and efficient manner.

With nearly two decades of experience implementing our highly developed and ready-to-use system, iParq offers efficient transition services that ensure the project will Go-Live on schedule, with training, support, and included upgrades throughout the life of the contract. Similar iParq clients across the country, including those in the northeastern United States, have benefitted from our ability to efficiently implement our system and services. After performing a significant number of similar successful implementations, we know what we are doing and do it well.

Whether you are using iParq or any other vendor's hardware, iParq's online system will become your virtual front counter. Your staff will find the administrative interface easy to learn and simple to use. Parking customers will find the online experience to be already familiar, and will have the choice to do everything they once did in your office or by mail from anywhere, at any time, with any Internet-ready device. With iParq's easy to use web interface, parking customers pay and appeal citations online, purchase permits, upload pre-qualification documents, view photographic evidence, manage their vehicle information 24/7/365, and more.

Citation information is automatically transferred to and from iParq's Citation

Management system in real-time, enabling your officers to access up-to-date information and make better decisions in the field, and your administrators to manage any required back office processes with no delay. We look forward to the opportunity to show you how the iParq systems will improve your operations by reducing manual processes for your staff, increasing collections, improving customer service, and optimizing communications with your parking customers.

At iParq we invest in innovative technology and great people. This has been the key to our continued success for 23 years. Using modern coding platforms, architectures, and data exchange methods, our state of the art software has evolved into the mature, reliable, and tested product it is today, resulting in positive changes to how your parking customers will interact with the University System, offering both functionality and ease-of-use.

iParq develops software and systems focused on increasing revenues for our clients, reducing their costs, providing five-star customer service, and putting our clients more firmly in control of all aspects of their parking operations. New products and services are constantly in the pipeline, with a multitude of upgrades and improvements last year alone. Since our inception we have built the industry's most secure, tested, flexible and reliable parking management platform, and continue to be the standard to which all others are measured.

Based on our experience and knowledge of the University System's requirements, we are confident in our ability to provide a system that will exceed your expectations, including the service and development support required for long-term sustained success of the program. We look forward to providing the University System with robust solutions for your current and future parking services needs.

As requested in the RFP, Nate Ferraco and Todd Fisher are iParq's authorized representatives to communicate with the State System, conduct contract negotiations and sign a contract. You will find Mr. Ferraco's contact information on the cover page of this document and Mr. Fisher's information in the signature below.

We certify that iParq is not currently under suspension or debarment by the Commonwealth of Pennsylvania or any other state or the federal government to the best of our knowledge. We also certify that iParq is not currently tax delinquent with either the Pennsylvania Department of Revenue or the Pennsylvania Department of Labor.

Since our inception, we have built the industry's most secure, tested, flexible, and reliable parking management platform, and continue to be the standard to which all others are measured. Based

on our experience and knowledge of the University System's requirements, the iParq system will exceed your expectations while providing the service and support required for the short and long-term needs of the University System. We will honor the provisions of this proposal, and our offer shall remain valid for a period of not less than 60 days from the date of submission. Sincerely,



Todd Fisher, CEO iNet,
Inc. (iParq)
P.O. Box 60309
San Diego CA 92166
Phone: 805.963.9400
Fax: (888) 900-7845



General Info

Company Introduction

iParq was founded in 1999 as a privately held corporation. For 23 years iParq has provided our clients with robust parking management systems and excellent customer service. As an experienced single source vendor, iParq will provide the University System with permit management, fulfillment, citation processing, training, support, and technology integration needs on our cloud-based platform. We do not require any third-party subcontractors. We have never been involved in a lawsuit or litigation, have 47 FTEs, and will provide all required insurances upon award.

Our Data Security Plan, Information Security Policy are available upon request.

Number of Clients

We have over 40 clients that are provided the similar combination of services the University System requires, and hundreds of implementations of the individual services, in various permutations, that are being requested. This specific information is proprietary and confidential by contract. Please refer to our references for similar client installations.

iParq Background

iParq built the first web-based parking system, and in the last 23 years, we've led major changes in the parking industry. We helped modernize the parking resources of a diverse group of colleges, universities, municipalities, law enforcement agencies, and private operators across the country.

We pride ourselves on offering a world-class, fully-hosted, high-availability system at an affordable cost. Our systems are always on. In 2022, iParq clients and their customers did not experience one second of perceived downtime. Simply, every time, every day, when customers or administrative users accessed iParq, their web requests were instant, and always ready. We realize that your customers will evaluate the University System's program every time they use the system. In today's connected world, there is no room for less than an easy to use, high quality experience for your users. The world has come to expect that, and iParq, as the leader in the parking industry, is uniquely positioned to provide that level of service to the University System and their users.

The system is integrated, robust, and extremely flexible to fit our clients' needs.

Services include all required processing, reviews, data entry, payments, internet site operation, collections, and all other areas of responsibility regarding parking citation processing.

iParq understands that the University System must have best of breed software and systems for citation issuance, processing, DMV integration, collections and dispute resolutions. The systems must be hardened to prevent outside intrusion, and still be usable by parkers with no training. It must provide full function handhelds capable of handling a wide range of requirements that will result in issuance of state-compliant parking violation notices, as well as the ability to work with legacy systems and handwritten citation books. The system must allow for the processing of that notice from issuance through collection, and must be able to integrate or work in conjunction with outside government systems including the California DMV (DMV), and National Law Enforcement Telecommunications System (NLETS). The system must be intuitive and easy to use, following established standards like common web interfaces already familiar to University System staff and your parkers. It must be organized to provide efficiency and be cost effective for the University System. It must provide methods to constantly increase collections of outstanding violations. The University System needs a vendor with experience processing large amounts of financial transactions, that maintains PCI compliance for all its systems, and has designed its products and service to exceed all industry standards required to process these transactions.

iParq is that vendor. We have over 23 years of experience in the implementation, operations and management of college, university, and municipal parking systems. We are an experienced, knowledgeable software development and citation processing vendor who will provide you a tested, world leading, cost effective, web-based citation management solution with the flexibility to handle the University System's needs. This system has been used by some of the largest parking operators in the United States to manage operations, providing efficiency and control. iParq is the working partner the University System needs to supply the software and manage the system that will provide an integrated online self-service portal, printing and mailing services, collections, processing, and much more.

We have the people, software systems, processes, and knowledgeable development teams in place to best meet all of the RFP requirements. Every member of the iParq team has real world experience in the parking industry and has been trained by iParq to provide the services and systems identified herein. We have outlined the project goals, explained the install/implementation process and timeline, and identified the scope of services needed by the University System in the outline below.

Staff Bios, Resumes

Jason Atkinson, iParq Project Manager

Mr. Atkinson has over a decade of experience specifically relevant to the University System's project. He oversees a team of system experts with decades of combined experience. Mr. Atkinson's parking industry background, project management skills, and intimate knowledge of iParq systems have resulted in successfully implementing and maintaining some of iParq's most complex University System assignments. He applies his strong planning, analytical, and technical skills to meet tight deadlines and delivers performance the University System can rely on. While leading the iParq Operations team, Jason's experience with University, municipal, police and related accounts during his tenure at iParq include: Xavier University, University of Akron, Bloomsburg University, City of Baltimore (PABC), City of Brea, City of Anaheim and City of Los Altos, and more.

His background in the parking industry, starting as an enforcement officer to managing university operations gives him the direct relevant experience best suited to meet and exceed the goals of University System. Mr. Atkinson has a unique experience of first being a client of iParq's. His experience as a client, rather than the vendor, provides him with a one-of-a-kind perspective, which has proven extremely useful for transition and IT project management. He has written parking citations and has been a technical lead for the implementation of parking systems in the university setting, prior to and during his employment with iParq. His experience directly correlates to his success at iParq; implementing a wide variety of online parking management solutions. Having been a client, Jason understands parking from both the client side and the iParq side, and brings that experience to each of his clients. In addition to his unparalleled project management abilities, iParq clients have benefited from his practical understanding of these systems and how they apply to the ever-growing needs of the University System.

As your dedicated hardware and software expert, Mr. Atkinson's main duty will be the oversight of the University System's implementation, comprising 95% to 100% of his time during implementation, including the training of University System staff. He is responsible for performing benchmark analysis, and meeting or exceeding the established timeframes with the University System. He will be the main point of contact to direct other iParq staff in their responsibilities, including our Operations and Software Development teams. Should you need anything, Jason will be the University System's liaison, and you will have his direct cell phone number.

Tien Dang, Client Services Manager

With over ten years of parking management experience Ms. Dang has handled hundreds of implementations for municipalities, universities, private operators, medical facilities, professional sports programs and transportation authorities. Her extensive knowledge of the iParq system and

experience training staff has allowed her to seamlessly transition each and every client for a highlevel customer experience. Her portfolio includes multi-billion dollar agencies and extends throughout the Americas, providing you with the experienced manager the University System deserves.

Ms. Dang has worked for iParq for over a decade. The amount of implementations she has worked on is too long to list. She works with major cities, counties, universities, transit centers, and private operators on a daily basis to ensure all customer service needs are met.

Ms. Dang's main duties are to train and oversee Client Services staff, train clientele on new iParq modules, and to provide support to the iParq PM. This includes product testing and design, working with clients to implement new state of the art programs, improving processes and practices, and delivering a superior customer experience. She will assist the University System with any needs that may arise and will be your second point of contact, after your PM Jason Atkinson.

Tien's work commitments include providing leadership to the Client Services team that is responsible for supporting you and your customers. Her time is dedicated to your project as one of the primary points of support. Tien and the Client Services team are dedicated to providing prompt, accurate phone and online support to the University System's parking customers - a major component in the sustained success of the University System's parking management program.

Geoff Bonham, Controller

Mr. Bonham has more than 20 years' experience in finance and accounting with 10 years as a Finance Manager. He is adept in high volume accounting and finance in both the software and manufacturing industries. His broad experience includes managing the design and implementation of accounting systems and procedures, and he specializes in Financial Reporting, Budgeting, Contract Negotiation, and Internal/External audits.

Geoff's duties include management oversight of the iParq Accounting team, which is responsible for providing the University System with all statements and invoices, answering questions, setting up and monitoring bank accounts, reviewing deposit information, and randomly auditing your account. Geoff will be your personal accounting contact.

Keith Barcia, Chief Operating Officer

Streamlining system implementations and improving operational efficiencies are Keith's primary objectives. Keith has served as a corporate executive for over 31 years, including 6 years at the nation's largest private parking provider. His industry experience as a Senior Executive Committee member provides a wealth of experience and insight to iParq's clients and development team. His

time as a Vice President of Internal Audit and Revenue Control gives iParq an edge on the competition, being able to provide our clients with a system managed by a leading expert in the field.

His main responsibilities include executive oversight of iParq management teams, conducting quality and workflow control, and administration of our state-of-the-art Project Management system. Using scrum techniques within an Agile Software Development framework, the University System's implementation will be managed from start to finish with maximum oversight and follow-up, as well as, providing the necessary resources to "Go Live" on time or early. A robust tracking system within this Project Management system, complete with numerical assignments, allows our teams to communicate progress updates, both internally and externally, throughout your implementation.

In addition, Keith can commonly be found "in the trenches," offering guidance and support to enhance and streamline operations. He is directly available should the University System need him.

Todd Fisher, Chief Executive Officer

Todd is a recognized expert in electronic parking systems and has been a speaker for the IPI, CPPA, and other parking organizations throughout the United States, Europe, Asia, and the Middle East. He has more than 36 years of experience building computer systems and 26 years of experience as a CEO. Todd earned an undergraduate degree from the University of California, Santa Barbara and a Juris Doctorate from Golden Gate University in San Francisco.

Experience pertinent to this contract include:

- Architecting and implementing the first online citation and adjudication system in the world
- Building the first automated link to the DMV to link to an online parking management system
- The first to adopt a consultative approach to software development in the parking industry
- Inventing the concept of digital photography of the parked vehicle being automatically attached to a parking citation
- Inventing and developing the first smartphone application to write parking tickets

As the CEO, Mr. Fisher's duties include internal and external consultation, and oversight of the iParq company as a whole. He is directly available should the University System need him.

Team Organization/Personnel

iParq project personnel will include our Operations, Client Services, Accounting, Software Development, the iParq Executive teams. Your Project Manager (PM) oversees the assigned tasks

of all project staff to ensure that all of the University System's requirements are met in a timely and organized manner. Your PM will be your main contact for any needs during implementation; completing training, fielding questions, addressing issues if they arise, and most importantly, being there if you need him.

iParq Operations Team: The iParq Operations team takes the lead on iParq implementations. Your dedicated PM has been selected from these software and hardware specialists because of his unique skills. Our team of operations specialists will perform the University System training and support, and will handle the majority of your enforcement setup and training, including but not limited to: scofflaw setup, aging actions setup, booting & towing restrictions, appeal settings, payment methods, handheld training, and more.

Client Services Team: iParq's Client Services team is the professional and friendly voice, face and presence of iParq. This group of highly trained customer service professionals answers all customer inquiries via phone, the "Contact Us" button on your website, chat and email, providing resolutions based on client provided FAQs and best practices. Ms. Tien Dang leads our diverse Client Services staff who are fluent in multiple languages, including but not limited to: English, Spanish, Vietnamese, and Korean. This team, as well as, the rest of iParq's personnel, pride themselves on being culturally, ethnically, and gender diverse. iParq takes diversity seriously and has long recognized its positive impact on our business and our ability to understand our customers.

iParq Development Team: During implementation, iParq's Development team will work in the background to ensure that any custom and integration development work is performed on time and exceeds expectations. The most typical development work is the creation of custom reports or connection to APIs. We take great pride that this team is comprised of leaders in the development community. Several have traveled the U.S. lecturing about software code in their spare time. Rest assured that if you need any code work completed; this is the team to not only meet but exceed your expectations. We look forward to offering our diverse and proven development team's skill sets to meet and maintain the University System's software solutions goals.

iParq Accounting Team: iParq's Accounting team is your resource for revenue statements, invoices, reconciliations, transactional reports, audits, and all other accounting needs. During implementation, this team will ensure the University System's bank account is connected to the appropriate merchant processor, that all funds are delivered monthly from the merchant processor to the University System, and that all accounting and contractual pricing expectations are defined and met. After implementation, the Accounting team will continue to support the University System's needs by providing monthly statements and answering any day-to-day concerns. The Accounting team is led by iParq's Controller Geoffrey Bonham. His 23 years of leadership and accounting

experience, along with his team of highly trained business analysts will serve the University System and help relieve the burdens related to accounting, financial controls, audit controls, audit assistance, banking, merchant processing, and much more.

Project Goals

Provide Online Parking Permit Management System

- Online Permit Sales 24/7/365
- Fully hosted by iParq
- Supports integration with University System
- Single source solution with no third-party providers required

Improve customer service

- Streamline and automate workloads
- Permit Sales from your or any campus office
- Cloud-based online permit management
- Automatic in-house fulfillment
- All Front Office Administrative Tasks can also be accomplished online
- Transparent systems for easy auditing, review, and control by the University

Help better manage communications with customers

- Parking Customer Relationship Management (PCRM) software to manage all aspects of customer communication, interactions, and service and maintain relationships with your parkers.
- Internal email system relays automated messages scripted by the University System to the customer.
- Mass Email module allowing messages to be drafted to specific groups of customers.
- Multiple Mailbox Types, allowing responses to customer inquiries from a variety of secure server based mailbox options.
- Marketing built into the systems including the ability for the University System to brand its services and extend its online presence.

Allow customers to complete all actions online •

Payments accepted online.

- Full and versatile Account Access through iParq's Online Front Counter. Customers can update personal information and vehicle registration, purchase permits, and get status updates at any time of day or night, plus more.
- Reduce customer questions and service load automated communication tools.

Cloud-based management

- Customers and administrators may access the system from anywhere at any time. Additionally, there is no cost to add administrative users.
- Monthly statement prepared and delivered by iParq, including a transparent database to allow independent at-will audits of every transaction.
- Complete audit trails of every transaction including entry source, user, external systems (if applicable, i.e., Merchant Processor, etc.) and more.
- 24/7/365 “always on” service.
- Geographic redundancy in over 10 regions, automated failover, automated backup and archiving.
- World-class bank level security.



Work Plan

Implementation

iParq has a reputation of delivering software and systems ahead of schedule and on budget. In 2022, every iParq time commitment was met or exceeded, including all “Go Live” target dates. We have implemented our Permit and Parking Citation Management System hundreds of times over the years, and the implementation process from analysis through Go Live is clearly defined in advance between iParq and the University System Project Manager. Additionally, our Sales team remains involved throughout the implementation process and beyond, unlike many other Sales teams in the industry, giving you a partner that is dedicated to the success of the University System parking program. We have implemented hundreds of clients and have the experience to help your team with your goals. We are a team player and want you to succeed.

Implementation Components

A typical implementation includes a custom-build of your website, setting business rules, design of custom templates (citations and letters), data migration, DMV/Nlets integrations, system training (online is standard but in person is an option), third party integrations (LPR, pay stations, etc.); everything a University System needs to run their parking.

Citation fields are set up for the state’s requirements. If additional fields are required, the iParq Project Manager will work with the University System to scope and price custom development.

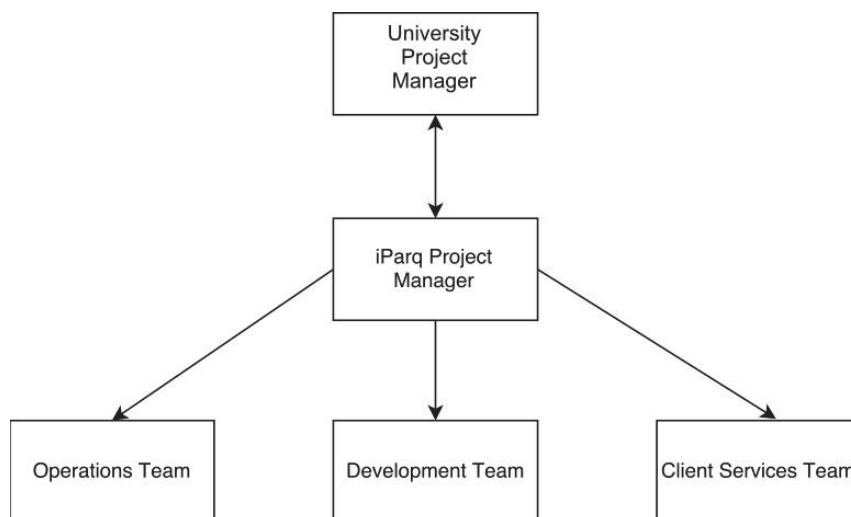
Implementation Time Frame

We implement quickly and correctly. Our typical implementation time frame is 60-120 days, depending on the complexity of the client requirements. We do not miss go live dates and we do not overpromise. If, during the early stages of the implementation process, a requirement is identified that was not previously mentioned, we make best efforts to accommodate the Go Live date, or consult with our clients on alternative solutions to keep the project on track. If custom work is needed, you will simply communicate with your PM to ensure the Go Live date is not affected.

Project Management Approach

iParq will employ a dual Project Management (PM) approach that will tightly coordinate activities of the University System PM and the iParq PM. Both PMs will approve a written implementation plan, with timelines, milestones, and deliverables pursuant to the requirements of this RFP. Any items, processes or software that need additional scoping will be identified during the kickoff meetings using the detailed implementation checklists. The checklists are designed to identify all parts of the implementation process so each functional area is identified and covered at the beginning of the process. This detailed approach will identify items early in process that need a more detailed scope, require additional participants, additional meetings or additional resources and allow the PMs time to plan.

Organizational Chart



Implementation Plan

iParq’s sample Implementation Checklist, detailed below, categorizes setup and training sections by job duties. For example, the Enforcement Setup category of the checklist contains: Handheld/Printer Setup, Violation Types, Enforcement Locations, Scofflaw (repeat offender) Settings, Appeal Settings, 2nd Level Appeals, Hearings, Collections, DMV Integration, third party Integrations, Custom Feature Development, Child Accounts, and Aging Actions. These are all modules in the iParq system that may be turned on or off based on the University System’s needs, and iParq staff will provide the setup and training based on client provided input; most of this input is collected by

completing iParq's implementation questionnaire provided to the University System at the implementation kickoff meeting.

*If listed in "Days" format, represents days after contract signing

*The above Implementation Checklist is confidential and the sole property of INET Inc. dba iParq. It has been provided to the University System for their review only. Distribution of these materials beyond the entity defined will be considered a breach of confidentiality.

Implementation Tasks for University System Staff

The below tasks are the main tasks/training that will require time commitments from University System staff. All tasks and training will be communicated to the University System PM by the iParq PM well in advance of any deadlines, and mutually agreed upon during the kickoff call by both parties, including the final go-live date. All system setup and training completed by the University System PM will occur after comprehensive training, with the iParq PM available for guidance as necessary.

- Data accuracy review during preliminary and final datasets.
- FAQ creation for iParq customer service staff.
- Editing of standard letter and email templates.
- Provide purchase terms & conditions. (Examples may be provided by iParq if desired) • DMV forms and setup of penalty aging actions (late fee trigger, days before lien request, etc.) • Create administrative account logins and assign access levels.

Additional minor tasks and training will be necessary during implementation; a full list is reflected in the implementation checklist above.

Quality Assurance

In 2022, iParq clients experienced no perceived downtime for the year. The iParq system is supported by experienced, well-trained technicians that utilize computerized project management systems to manage the identification and responses to requests for remedial maintenance, reports of system anomalies, and reports of user problems and system questions.

iParq uses redundant/parallel monitoring systems, which monitor slowing and failures on both a server and service level. If there are any issues with either a server or a service running on that server (such as email handlers, background processes, etc.), these monitoring services kick in to immediately notify us of the failure or slow-down, so that issues can be immediately addressed. Because these are redundant systems, even if one monitoring system fails, the others will catch the system issues.

These systems include Project Management (PM) and Customer Relationship Management (CRM) systems that were designed to implement parking operations, handle operational issues, and provide for software project management. This software employs numerical systems for issue tracking and resolution.

iParq project staff will include our Operations, Client Services, Accounting, Development team members and additional support staff as necessary. Your PM will oversee completed work of all project staff to ensure that all needs of the University System are being met in a timely and organized manner.

Before "Go Live," our systems are tested on a fully functional system test site. The University System will have a 360 degree testing environment, which includes the ability to test the handhelds and the system together, front to back, in addition to all of the other modules and features available. Other modules include payments, appeals, fulfillment, adjudication, and more. We believe that to test the components of the system, you will need access to the whole system— and we will provide that.

The iParq PM will stay in close contact with the University System after "Go Live" to ensure proper monitoring of the system in accordance with the requirements listed above. iParq's PM will assist the University System in constantly monitoring these and other performance metrics and will provide feedback on a mutually agreed upon timeframe.

Compliance

iParq is committed to ensuring proper compliance and quality assurance on all levels for the University System's project. Many of our clients and our main office are located in California. We have regional knowledge of laws related to proper compliance, and our system is designed to comply and execute accordingly. While iParq is not a law firm and therefore cannot provide legal advice, iParq does work with expert legal counsel who specialize in vehicle code and parking mandates in the state of California on an ongoing basis. iParq's CEO is a Juris Doctorate and focuses his study on parking law. He has a working relationship with every attorney in California currently working on parking law, and has been sourced for input on parking law matters from the California State Attorney General's office. If legal advice is needed, iParq will do its best to assist the University System in procuring suitable counsel. If iParq becomes aware of legal issues regarding the University System's systems or services, iParq or iParq legal counsel will notify the University System as soon as possible.

iParq has a long relationship with the California DMV and interacts with their offices on a continuous basis. If DMV legal requirements or guidance is needed, iParq will work to help provide the communication channels necessary to provide answers for the University System.

As an NLET's strategic partner, iParq is uniquely positioned to provide the University System access to the NLETs team for questions regarding interstate license plates and collections activity.

Both the iParq and University System PMs will work together to implement the system so that Pennsylvania's Vehicle Code (VC) requirements are met. iParq will provide its system guidance and work with the University System to follow all state, local and federal laws, and will communicate any updates to the University System as they become known to us. The University System will be the beneficiary of a large group of iParq clients facing the same issues and best practices as gleaned by these clients. These practices and contacts will be shared with the University System and their agencies. It is important to note that University System rules and guidelines as well as changes specific to University System jurisdiction will need to be communicated to iParq during implementation. iParq will notify the University System, and obtain written sign off from the designated University System agent prior to updating forms and notices.

In short, we will work as a partner to ensure we provide the highest level of compliance possible and to meet the University System's goals and objectives.

Data Conversion, Migration, Transition

iParq Conversion Plan

iParq has imported current citation data (from a third party and from client) many times for similar clients. The system is designed specifically to ease this part of the transition for the University System, providing expert support when transitioning from another system.

Data Mapping

For an additional charge, iParq can reformat your data migration taking the workload off your plate. We will take your existing data and turn it into a dataset that iParq can import, allowing all your data to be converted into your new system, making sure you don't lose any historical data. Timelines will be discussed on a case-by-case basis to determine the best outcome for the University System.

Migration Scope

iParq will provide specifications for one preliminary dataset migration and one final dataset migration. If additional data migrations are required, iParq will provide revised pricing based on Scope of Work. Included pricing is based on a maximum of two years of historical data, but more may be requested prior to implementation. If additional years of data are required, iParq will provide revised pricing based on Scope of Work. Any additional data migrations requested by the University System, iParq will provide revised pricing based on Scope of Work.

Preliminary Dataset

First data migration is based on a date range specified by the client for a partial dataset provided by University System to iParq, in Excel or CSV, and iParq format. Clients will review data in the iParq staging server and compare it to their current enterprise parking management system. Any variances will be resolved by the University System representative.

Final Dataset

Second data migration based on full dataset through client-defined end date provided by the University System to iParq. Clients will review data in the iParq staging server and compare it to their current enterprise parking management system.

Due to the complexities involved with data migrations and the real time features of the iParq system, the website will not be available to the University System's administrators or customers until the Final Dataset is migrated and approved by the University System's PM.

Training

During implementation, the University System will receive comprehensive training, focusing on real world scenarios including such topics as software functions, hardware use, and any system procedures that are unique to each particular job function. Training is organized by duties and responsibilities so that your staff learn about modules in their area of responsibility. iParq is an experienced provider and the training plan will be customized specifically to the University System's needs.

Implementation is broken up into several categories to ensure the most effective training.

iParq's detailed training plan will be developed and tailored specifically to the needs of designated University System staff for the operation of all system modules and processing functions. The plan encompasses a combination of online and/or in-person hands-on training in the use of both hardware and software, and all related citation processing policies and procedures. The most efficient iParq system training occurs online, with on-site training optional at the University System's discretion.

Typical training sessions are designed to be accomplished in one hour or less and will be completed through in-person and/or screen sharing training. Screen sharing is optimal for hands-on training because it gives the University System the opportunity to control the screen, record training, and to train from multiple locations. Additionally, this option is the most cost-effective method of training, potentially saving the University System thousands of dollars in training costs.

We will employ a "train the trainer" methodology and iParq operations staff will be available to these University System trainers directly. In addition, our Client Service staff will be available to your staff directly as needed for additional help or spot level refresher training.

User Guides / Training Manuals

Handhelds are simple to use and typically require no manuals, however, iParq can provide an online or flash drive manual upon request.

Blended Training

Blended learning means that we use all types of media and methods to instruct users, i.e., online, phone, sharing screens, emails, face to face, and user groups to provide training.

Customer Service & Support

Customer Services Offered

iParq offers call center services, including escalations, questions, and payments. Customers may contact courteous and knowledgeable customer service members by phone, IVR, or email. Staff is provided rigorous training upon hire that includes, but is not limited to phone etiquette, complaint resolution, credit card disputes, the iParq system, and iParq client business rules. Client business rules will be communicated to iParq via an online FAQ created by the University System, in collaboration with iParq's Client Services Manager.

All customer and client service processes are provided from the US, many in California. iParq is an American company and all personnel reside in the U.S., however, iParq client service personnel are fluent in English, Spanish, Vietnamese, Korean, and iParq can respond to over 100 languages via written correspondence. While you won't need us often, we will be there if you or your parkers have any questions.

Typical response times are 97% of emails responded to within 2 hours and 95% of calls are resolved within 15 minutes. Any items needing follow up will be assigned a case number and will be tracked through iParq's chosen CRM package. Ticket follow up will be provided by Client Services or the PM upon request. All ticket numbers will be provided to the University System PM and open status can be communicated on a regular basis by the iParq PM.

Client Services Center

Client administrators may contact courteous client service members online (24/7/365). Our software support experts are available to the University System via email 24 hours a day, and immediate response is available for all iParq clients, Monday through Friday, 7:30 a.m. to 5:00 p.m. Pacific time via a toll free number. Chat, website support, and on-site technicians are also available to you, as needed.

University System staff may also submit online inquiries directly to the iParq team through the iParq portal using the Contact Us button from the system. iParq staff will receive an immediate notification, and the next available iParq team member will handle your inquiry in a prompt and professional manner. These inquiries are tracked, numbered, logged, and monitored in real time during all business hours, and will meet or exceed the organization's top level quality standards.

Further, while almost never used, University System administrators will have after hours cell phone numbers for iParq staff in case of emergency that can be used 24/7.

License Plate Recognition (LPR)

iParq provides the license plate recognition technology and equipment required for the enforcement process of identifying vehicle license plates for both valid virtual permits and those vehicles not associated with a valid virtual permit via iParq's internal handheld LPR app on Samsung Galaxy A13's. Moreover, the system is flexible, allowing the University System a broad range of choices on vehicle and fixed LPR equipment and vendors.



Technical Requirements

Permit Management

iParq's permit management system provides the University System with a virtual front counter for online permit sales. The University System may offer any combination of permits for sale, including virtual permits. Our simple permit ordering process is intuitive and easy-to-use.

iParq's Permit Solutions:

- Allow your organization to **manage all virtual permit sales online**, with the ability to set up unlimited permit sales sessions in advance and sell an unlimited variety of permits and parking products, including daily parking and more.
- **Multiple vehicles associated with one permit** - permit holders may add/remove/or modify at least 3 vehicles. The iParq system is flexible and can allow permit holders the ability to add/remove/delete as many vehicles as the University System allows.
- **Accept online payments** using any form of payment accepted by your organization.
- **Recurring Billing** allows the service to bill your customer every week, month, or year • **Permit inventory tracking and control** for permits sold both online and over the counter.
- Permits will include holographic security emblems.
- **Secure online administrative access** for authorized users within your organization with flexible, powerful, and **easy to use reporting tools**.
- **Allow customers to park immediately** with the temporary permit generated when their order is approved.
- A fully hosted "always on" solution with 99.9% availability, 24 hours per day, 7 days per week, 365 days per year.
- Dedicated **customer support** available for your organization and the public by phone, email, and online.

Additional Features:

- **Leverage existing assets and save money.** iParq's system is web-based. Any computer with an internet connection and a web browser can access the system with the proper credentials. It works with your existing PCs, printers, and network infrastructure.
- **Complete audit trail.** iParq's system logs all user activity, providing a complete audit trail of any changes in the system. These logs are available for review by your authorized administrators.
- **Intuitive design.** Anyone familiar with the web will instantly grasp how to use the system. The online ordering process is intuitive, using established website interfaces already familiar to your customers. Your customers will be able to utilize the customer website with no training.

The payment process guides the customer through the checkout process and uses tabs to allow the customer to go back to any previous step at any time.

- **Complete payment processing.** Our online payment website accepts any payment type your organization accepts, and our system is PCI compliant from start to finish. All payments are reflected in the system in real-time.
- **Unlimited upgrades.** We will keep you up to date with your software at no additional cost, for the life of the contract. When software enhancements and new technology becomes available, you will be upgraded at no additional fee.
- **No security concerns.** We were the first parking vendor to achieve PCI compliance. Our security measures are the same as those used by banks and federal agencies, such as the FBI. Our cloud-based system and websites use SSL encryption. iParq protects against outside threats with firewalls, private keys, and multi-factor authentication for further protection.
- iParq delivers an **always-on, reliable service.** Historically, we have achieved 99.9% uptime. We were the first hosted solution for the parking industry. We understand that providing an available, always-on system is not an achievement – it's a requirement.

Benefits to your Operation:

Reduce Workloads and Optimize Workflows •

Cloud-based permit management.

- Real time inventory tracking keeps you in control of sales and oversell opportunities.
- Reports can be sent to as many recipients as necessary, as frequently as required.

Reduce Office Traffic and Simplify the Customer Experience

- Allows parking customers to order and pay online, and only offer the permits available to specific groups of people by requiring unique information, such as ID or specific documents.
- The customer webpage is customizable to function as a part of your organization's website with your brand, colors, information, FAQs and more for a seamless customer experience.

Barcoded Passes

Our handheld devices communicate wirelessly (or via cellular data plans), in real time, with our parking management system and via API to any third-party provider. A cellular or wireless connection transfers the data between the University System administrative system and the handheld unit. This gives the administrator immediate access to all necessary information. These low-cost, high-performance handhelds are fully integrated with iParq software and include integrated barcode scanners.

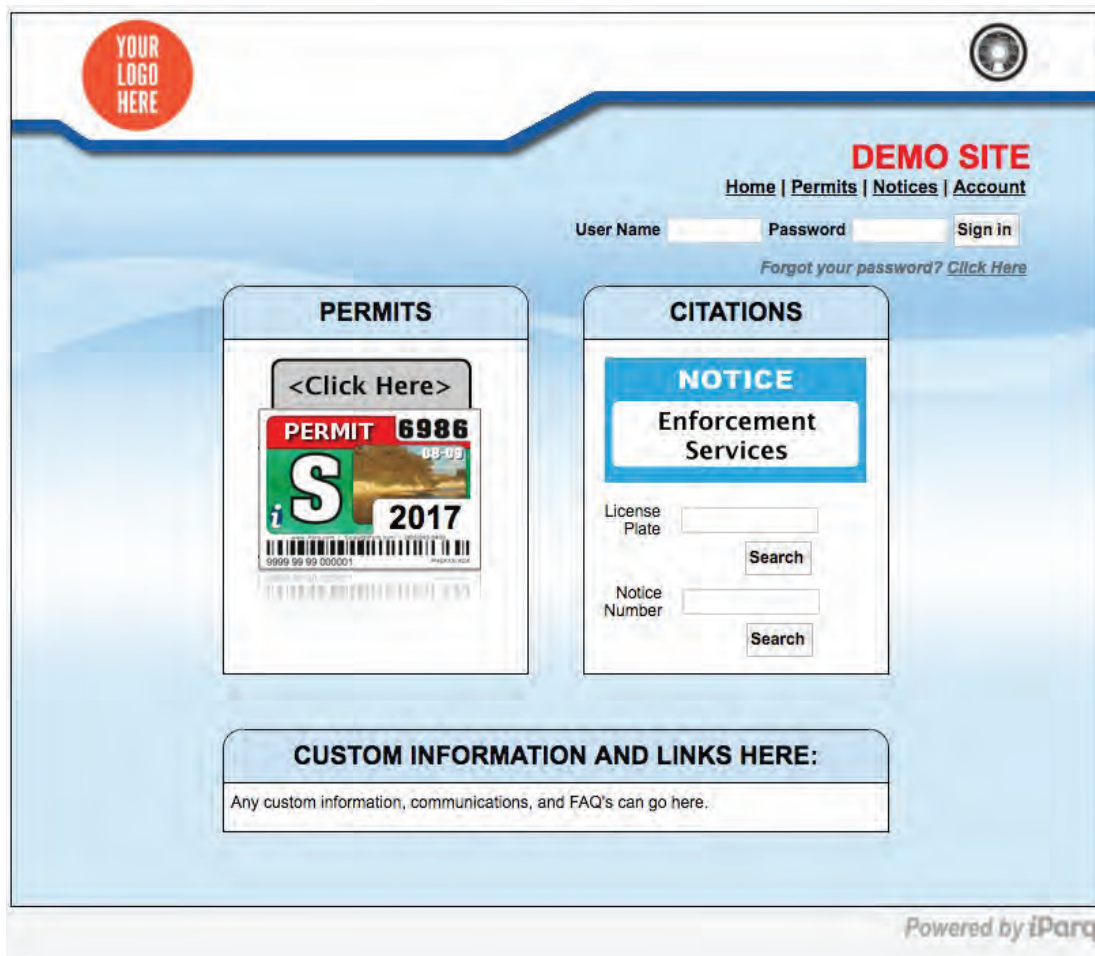
If the customer presents a barcoded parking pass, your organization attendant will scan the barcode and the system will check the validity of the pass in real time. If the pass is valid, the customer then proceeds to park. If the pass is invalid, the attendant will request payment or deny entry. Barcoded

passes are tracked and recorded for reporting and auditing purposes. Barcoded passes may also be utilized to open barrier gates, when set up as a valid credential in PARC Systems equipped with barcode readers.

Virtual Permits

License plates are the identifier for virtual permits and allow the parker, officer, or administrator to access the information they need by simple license plate lookup. The parker uses his/her license plate to look up and pay citations, and the officers use it to determine if the vehicle is valid to park.

Parkers may log in to our virtual front counter at any time of day or night to purchase virtual permits. Parkers may purchase virtual permits online using a major credit card (which may include Visa, MasterCard, Discover, and American Express), checking account, or custom payment type. The University System may choose which of these payment types they would like their customers to be able to use. iParq can accept any payment type the University System will accept.



Faculty/Staff Permits

After being authenticated, faculty and staff have the ability to purchase Semester, Annual, or payroll deduction virtual permits online. iParq offers both pre-qualification processes (automated or manual) that ensure only qualified purchases are made. Automated payroll deduction, transfers to internal University System records systems, and Single Sign On are also available as automated verification (authentication).

Pre-Qualification

Online permit sales can easily be set with a few clicks to only sell certain permits to specific, prequalified customers. Prequalification through Single Sign On is also an option, where once the customer is logged in, the system is set up to only sell permits available to that particular customer. There are many options to customize and automate the University System's online permit sales that remove manual processes and automate the entire process from before the order occurs to fulfillment.

Waitlist Management

iParq benefits the University System by providing waitlist management as an available service. Waitlists can be first come first serve or lottery.

In-House Printing

iParq has been designing and manufacturing permits for 23 years from our in-house printing and fulfillment center. Once ordered and approved, our in-house fulfillment center manufactures and ships permits directly to the customer in as little as one business day.

Citation System Overview

iParq's system tracks each citation from the moment it's started on our handheld or once scanned for handwritten citations all the way through the citation life cycle. After a citation is issued, the violator can either pay or appeal. If still open, the system will automatically run the citation through the DMV processes, letter generation, and even outside tax return intercepts or collection systems. It can be transferred to an outside collector for their sole collection efforts or to an outside agency preserving the right to collect by the University System. This dual collection authority has solved many situations when a parker is ready to pay but is not in the proper office. For that parking customer, it's great customer service. And a proper integration can keep the payments and files up to date between the agencies and the University System.

Customers can quickly and easily pay citations over the web at our virtual front counter using a simple process. The customer enters either the citation or license number to access the full citation record. Recipients pay the citation using any form of payment currently accepted by the University System. iParq's systems and servers are PCI DSS compliant and securely handle online payments. For payment at a front counter including cash payments, iParq has detailed cashier reports and audit controls to ensure proper controls, receipts, and deposits.

iParq's system fully populates information relating to the citation as soon as the user enters either the citation or license number. If, after reviewing the citation's evidence, a customer would like to appeal, they simply hit the "appeal" button, enter an explanation into the text box, and upload any evidence files (electronic evidence files include most 21st century formats). For administrative ease, all information necessary to make an informed decision is displayed for the hearing officer on one screen. Once a decision is made, a simple push of a button will let the customer know the appeal decision, enter the decision in the record, and activate triggers to do such things as allow for payment options as needed.

iParq understands that historically the appeals process has been both time-consuming and expensive for all involved. For over 23 years we have refined the system to help the parker make the "right choice" when deciding whether to pay or appeal. This means that when a parker goes online or comes to a front counter to pay, the parker can review pictures, location information, details of the citation (including a scan of any handwritten citations), dates the DMV was contacted, copies of the notifications sent, all previous citations they have received, outcomes from hearings, payment history, and all amounts due and why. The system design guides the parker with visual cues and readily identifiable evidence to encourage the parker to hit the pay button instead of the appeal button. This design increases collection rates and speed of collections for all iParq clients that use it.

The system has the ability to store unlimited notes. Each note is dated, time-stamped, and contains the user information of the person who wrote it. The system has the ability to apply a general note to the specific citation or the user account, and may be marked as private or public.

Furthermore, iParq provides communication networks via email, phone, and online chat. iParq provides software, online manuals (when necessary, standard forms, and a multitude of reporting features) to assist day to day operations.

iParq was the first to bring all these capabilities together on one easy to understand webpage. Clients using the system are constantly impressed by the ease of use, convenience, and high customer

service level capability our system helps bring to their operations. We can include helpful items such as parking news, maps, links to your organization's websites, and much more.

Lastly, because we invented these systems, we understand how they foundationally work and how they can be improved. We actively collaborate with our clients as partners to identify additional improvements, and over 50% of our revenue is reinvested into the development of new technology. We continually evolve and refine our systems, so our partners have the best technology available on the market. Others in the industry may try to copy us, but they are years behind, unable to make improvements on par with iParq's industry leading technology.

E-Citations

Electronic citations are available through iParq handhelds. A simple configuration on iParq's flexible backend system gives your team the ability to send citation notifications via email and/or letter notification with no printed ticket needed. An email database, ERP, DMV, or NLETs integration is required to notify appropriately. This process saves the officer time in the field, not having to step outside their vehicle and reduces costs as no citation paper purchase is required.

Enforcement Management (Citations)

iParq's fully-hosted enforcement management system is designed to be intuitive and easy for you and your parking customers to use. We will provide the hardware and software you need, and our system will become your virtual front counter. Customers will have the choice to do everything they once did in your office from the comfort of their home, smart phone, or office computer. They can pay and appeal citations, view photographic evidence, and manage their vehicle information 24/7/365.

iParq's easy-to-read citation page includes color schemes and readily identifiable icons in an approachable format on a single screen. Detailed violation information including fine structure, customer name, ID number, status information, late fees, and an extensive notes field are all accessible by an authorized user.

DMV lookup for all states

iParq automatically coordinates with your DMV and imports registered owner information into the system as needed. iParq's system can retrieve registered owner information nightly, place and release liens (where applicable), and automatically generate and send custom correspondence.

Through this process, based on the information gathered by the enforcement officer, we can identify if the vehicle or individual has any affiliation with the University System, and therefore, adhere to the enforcement policies defined by the University System.

iParq's built-in task scheduler, once configured to the University System's rules in compliance with the state's vehicle code, will automatically place registration holds through the DMV based on the University System's specified aging actions and triggers.

In addition, iParq is a national strategic partner of NLETS, the National Law Enforcement Telecommunication System. NLETS links together and supports every state, local, and federal law enforcement, justice, and public safety agency with an ORI, for the purposes of sharing and exchanging critical information. This alliance allows us to obtain the most recent name and address of the registered vehicle owner nationwide for our authorized clients, providing an enforcement program for all 50 states. If additional data capture is required from external agencies, we can readily design an API to achieve this.

iParq's Enforcement Solutions Provide:

- **Tracking each citation** from the moment it's written all the way through the citation life cycle, from issuance through 3rd level adjudication.
- **Unlimited storage.** There is no limitation on citation photo quantity or appeal evidence files.
- **Secure online administrative access** for authorized users within your organization with flexible and **easy to use reporting tools.**
- Secure online citation payment and appeals for parking customers (violators).
- **Automated notification and fulfillment** using customizable templates built for all aspects of customer communication. Based on aging actions and triggers chosen by your organization, appropriate **correspondence is automatically sent to the customer** via email or US Postal Service.
- Handheld notifications alert officers of repeat offenders (scofflaw), allowing your officers to take appropriate actions on warnings or citations such as booting and towing.
- **Registered Owner Information** retrieved automatically through the in-state DMV and/or iParq's partnership with NLETS for all other states.
- Lightweight, weather-resistant, and reliable **handhelds and printers** with **no-fault replacement** and spare equipment options for when things don't go as planned.

Additional Features:

- **Leverage existing assets and save money.** iParq's system is web-based. Any computer with an internet connection and a web browser can access the system with the proper credentials. It works with your existing PCs, printers, and network infrastructure.
- **Complete audit trail.** iParq's system logs all user activity, providing a complete audit trail of any changes. These logs are available for review by your authorized administrators.

- **Intuitive design.** Anyone familiar with the web will instantly grasp how to use the system. The online ordering/payment process is intuitive, using established website interfaces already familiar to your customers. Your customers will be able to utilize the customer website with no training. The payment process guides the customer through the checkout process, and uses tabs to allow the customer to go back to any previous step at any time.
- **Complete payment processing.** Our online payment website accepts any payment type your organization accepts, and our system is PCI compliant from start to finish. All payments are reflected in the system in real-time.
- **Unlimited upgrades.** We will keep you up to date with your software and hardware at no additional cost, for the life of the contract. When software enhancements and new technology becomes available, you will be upgraded at no additional fee.
- **No security concerns.** We were the first parking vendor to achieve PCI compliance. Our security measures are the same as those used by banks and federal agencies, such as the FBI. Our cloud-based system and websites use SSL encryption. iParq protects against outside threats with firewalls, private keys, and multi-factor authentication for further protection.
- **iParq delivers an always-on, reliable service.** Historically, we have achieved 99.9% uptime. We were the first hosted solution for the parking industry. We understand that providing an available, always-on system is not an achievement – it’s a requirement.

Benefits to your Operation:

Reduce Workloads and Optimize Workflows ●

Cloud-based enforcement management.

- Real time connection between handhelds and the database offers instant access to all required information, and officers receive handheld notifications in the field.
- Reports can be sent to as many recipients as necessary, as frequently as required.

Reduce Office Traffic and Simplify the Customer Experience

- Allows parking customers (violators) to pay and appeal online, depending on your organization’s rules.
- The customer webpage is customizable to function as a part of your organization’s website with your brand, information, FAQs and more for a seamless customer experience.
- Citation evidence is available for online lookup in real time, including evidence such as photos.
- Appeal evidence may be uploaded by the parking customer (violation) upon online appeal.

Handwritten Citations

Citation entry (manually inputting data from handwritten citations) may be completed by University System staff as a standard feature of the system. iParq’s enforcement module allows staff to quickly enter manual citations into the cloud-based system. Basic vehicle information and violation selection is required, with many additional optional fields to meet the University System’s needs. Multiple violations are allowed per citation, depending on the University System’s rules and scanned images of

the original violation may be attached to the citation record. Once a citation is entered, it is immediately available online both to the violator and University System staff.

Handwritten citations can also be mailed to iParq or scanned and sent to iParq for post processing by iParq's data entry systems. Citations data entry is completed every day. This service helps relieve the burden of data entry for iParq clients across the US, allowing for professional data processing options for the University System. This flexible service can be used as a stand-alone capability or in conjunction with University System staff processing citations in house. One time help, or processing every citation every day, the options are available to provide University System management the tools they need to meet the demands of diverse, always changing parking challenges.

Aging Actions

The iParq system tracks citations from issuance through adjudication and collection. No citations are ever "lost," regardless of what part of the process a citation may be in. iParq's aging action triggers are configurable and will be set according to the business rules of the University System. Once set up to comply with your requirements, they may only be changed at the sole discretion of the University System.

Examples of aging actions are email notice, letter notice, late fee, DMV lien, transfer to student account, close citation, and block appeal.

All aging actions can be set to be suspended automatically during an appeal review period, and if necessary, will automatically resume once a decision has been made. Due dates can be canceled upon payment in full. They can be suspended/held during the time an initial appeal is being reviewed, an administrative hearing has been requested, and/or an appointment with superior court has been scheduled.

These are features standard within our system logic and are user-definable by the University System during implementation. Like all iParq systems, if client policy changes, the system can be changed to cut over to the new policy without fear of affecting previous citations, actions, hearing, or other parts of the system. Your historical data and rules are always preserved for audit or investigative purposes. This preserves evidence, custody, and reliability of the University System's data, regardless of the rule or law changes throughout the term of the University System's use.

Adjudications

iParq invented the process of online adjudication and understands that historically the appeals process has been both time-consuming and expensive for all involved. For over 23 years we have refined the system to help the parker make the “right choice” when deciding whether to pay or appeal. This means that when a parker goes online or comes to a front counter to pay, the parker can review pictures, location information, details of the citation (including a scan of any handwritten citations), dates the DMV was contacted, copies of the notifications sent, all previous citations they have received, outcomes from hearings, payment history, and all amounts due and why. The system design guides the parker with visual cues and readily identifiable evidence to encourage the parker to hit the pay button instead of the appeal button. This design increases collection rates and speed of collections for all iParq clients that use it.

If a customer appeals, all information necessary to make an informed adjudication decision is displayed for the hearing officer on one screen. Once a decision is made, a simple push of a button will let the customer know the appeal decision, enter the decision in the record, and activate payment options as needed.

The system handles all types of adjudication (hearings) from 100% online adjudication to online hearing scheduling, to paper applications, to manually created hearings. It is simply the most robust adjudication system ever built. We look forward to showing you the benefits and convenience of the system.

Hearing Module

Our Hearing module provides all requirements to successfully process a requested hearing. Clients have options for prepayment, custom forms including Level 2 Hearing forms, and automated communications.

Collection Process

iParq’s system tracks each citation from the moment it’s started on the handheld (or entered for handwritten citations) all the way through the adjudication process. After a citation is issued, the violator can either pay or appeal. If still open, the system automatically runs the citation through the aging action triggers on the University System’s prescribed timetable, which may include DMV processes (or retrieval of out of state RO information via NLETs), notice generation and fulfillment, outside tax return intercepts, and collection systems. It can be transferred to an outside collector for their sole collection efforts or can be transferred to outside agencies preserving the right to collect by the University System. From issuance through adjudication, all citation information (activity and history) is available to the University System’s staff and parking customers online 24/7/365.

Scofflaw

Scofflaw alerts for citations and warnings is an included and standard function of the iParq system. The University System may enable penalties or warning triggers that notify the officer in the field of the scofflaw status. iParq's scofflaw feature will be set up according to the University System's business rules and the state vehicle code, and can be updated as rules or ordinances change. The module also offers flexibility to enforce compliance and to incorporate educational tools to better serve your parking customers. For example, the Scofflaw Field Alert may instruct the officer to initiate boot/tow, and it could also be set up to provide a warning to a first time offender. The flexibility and functionality is designed to give the University System the tools they need to manage scofflaw-related actions based on the rules and goals of the University System.

Scofflaw information is available for queries and reports that are downloadable in convenient export formats and viewable online.

Triggers

The Scofflaw setup has a variety of triggers that can be based on Total Citations, Open Citations, Warning Citations, and/or Old Citations. Each of the trigger sets may be used independently or in conjunction with each other to set thresholds for amounts outstanding, date or total day ranges, and a number of other variables that define and automate the scofflaw procedures of the University System. Once set up, the system handles all the tracking, reporting, and actions required to manage scofflaws, eliminating any manual processes University System staff may be currently using to discover and manage repeat offenders.

Field Alerts

Field alerts contain custom instructions for any unique circumstances, typically used for scofflaw, but could also be used as "do not cite" for undercover or VIP vehicles. Handheld notifications will automatically alert issuing officers in the field in "real time" of repeat offenders (scofflaw), when a vehicle has five or more citations, which are at least 21 days old, and have not been paid. This allows your officers to take appropriate actions on warnings or citations such as booting and towing.

Notes

The officer has the ability to store unlimited notes (both from a preset drop-down and freeform) to describe reasons for actions in the field. Each note is dated, time-stamped, and contains the user information of the person who wrote it. The system has the ability to apply a general note to the specific citation or the user account, and may be marked as private or public. Private notes are only visible to authorized University System administrators, and Public notes are accessed by both

violators and University System administrators. This includes the automated correspondence (emails, text, etc) generated by the system. All notes, history, and communication are neatly organized for use by University System staff.

Chalking

iParq has a unique chalking feature available at no additional charge. iParq's chalking feature allows for the monitoring of vehicles in fixed time zone parking areas. The enforcement handheld maintains a file of chalked vehicles in fixed time parking areas and, at any time, displays the elapsed time and previous information of the vehicle. The handheld alerts the enforcement officer of a match to issue a citation with one click. Evidence is captured for each "chalk image" recorded on the citation to ensure violators have appropriate proof to encourage online payments. The system can also work with LPR (License Plate Recognition)-based chalking.

Notice/Letter Generation

The iParq system and fulfillment centers are designed and operate automatically based on University System rules to generate, mail, and track notices on official letterhead. Custom letter templates can be established “on the fly” or embedded as part of a standard step within the adjudication process. Direct access to letter history is provided, as well as storing a copy of the letter in the history.

iParq provides the necessary postage, correspondence, and form tracking to meet all applicable state and local laws regarding citation processing and adjudication. Beyond what may be legally required, iParq uses USPS tools and other methods to monitor its fulfillment quality. We track mail down to the individual letter to ensure that the notices aren’t only mailed but tracked and delivered successfully. All activity is logged in the iParq system to be used by University System staff to handle appeal evidence more precisely, monitor legal compliance, and monitor iParq’s quality commitments.

Using integrated mailer technology, our in-house fulfillment center ships permits directly to the customer within 1 business day of placing the order online. iParq’s fulfillment center sends over 500,000 pieces of mail out per day, providing a high quality, low cost permit fulfillment for the University System. This robust fulfillment service provides end to end processing, including automated handling of returned mail and post mail processing through the iParq system. Our mail house has been perfecting the process for over 23 years. Fulfillment of permit orders, mailers, and various other marketing materials is solidly built into our business processes.

iParq’s processes are transparent and audit-ready, allowing the University System to stay in control of processes that are historically difficult to manage and track. The University System can audit the system and iParq’s performance at any time, without needing to contact iParq. These tools allow system transparency, allowing the University System to see the system operation in real time, 24/7/365. iParq is responsible, the University System has control.

Templates

iParq’s system provides an extensive library of customizable templates built for efficient customer communication, including the ability to customize appeal documents, requirements, and information. Customized templates can be created on a wide variety of topics and stored in the database for future use. Your authorized personnel can use our built-in task scheduler to configure automatic printed or email correspondence based on the University System’s specified aging actions and triggers. iParq’s in-house fulfillment assures your notices are sent on a timely and consistent basis and helps maximize your collections.

Our system is designed to simplify and automate client interaction, which we call Parking Customer Relationship Management (PCRM). Each notification sent is time and date stamped and stored in the customer communication log. iParq provides you with a clear record of past communications, and makes sure that you and your customers are always on the same page.

iParq's Parking Customer Relationship Management (PCRM) software manages all aspects of customer interactions and service, and maintains relationships with parking customers with the following features:

- Internal email system that relays automated messages scripted by the University System to the parking customer.
- Mass emailing allows messages to be drafted and sent to particular groups of customers.
- Automated fulfillment of citation letters, including automated returned mail processing.
- Multiple mailbox types can be created, allowing responses to customer inquiries from a variety of secure-server based mailbox options. *Delinquent violation notices*

iParq's system retrieves registered owner information daily from the DMV, places, and releases liens where applicable, and sends delinquent violation notices to registered owners.

Penalties/fees on past due citations.

iParq's built-in task scheduler, once configured to the City's rules in compliance with the state vehicle code, will automatically place penalties and fees on past due citations based on the City's specified Aging Actions and triggers.

Real time access to citation information

Any changes made to parking customer accounts, including citation information, are made in real time and visible to the violators and all authorized users within the system immediately. This means your staff has access to the most up-to-date information at all times, with no waiting for uploads or batches to complete, and your parkers have immediate online access to pay or appeal their citations.

Customized payment portal

iParq's site sits quietly behind our clients, allowing full web enabled marketing portals for their parkers and staff. The City will have the ability to link the public webpage from the City Parking Services webpage. Once it has been branded with your logo and customized with colors, specific wording, and links to City specific sites such as parking lot maps, it will operate like part of the City's website, not a third party site.

As a cloud-based system, iParq's database is available 24/7/365 and is accessible from any internet-compatible device, from any 21st century web or mobile browser. iParq's historical uptime exceeds 99.9%, ensuring that the system is always on and available for your parkers and staff. This user-friendly system is flexible and allows violators to view, pay, contest, upload photos or other evidence and print their citations. iParq continuously tests its systems for compatibility with browser updates, ensuring broad browser compatibility and to take advantage of increased browser capability. This keeps iParq's user-friendly system flexible to meet the needs of the City today and tomorrow.

Link to the payment site from your parking services page

The University System will have the ability to link the public webpage from the University System Parking Services webpage. Once it has been branded with your logo and customized with colors, specific wording, and links to University System specific sites such as parking lot maps, it will operate like part of the University System's website, not a third-party site.

Accessible from any browser

As a cloud-based system, iParq's database is available 24/7/365 and is accessible from any internet-compatible device, from any 21st century web or mobile browser. iParq's historical uptime exceeds 99.9%, ensuring that the system is always on and available for your parkers and staff. This user-friendly system is flexible and allows violators to view, pay, contest, upload photos or other evidence and print their citations. iParq continuously tests its systems for compatibility with browser updates, ensuring broad browser compatibility and to take advantage of increased browser capability. This keeps iParq's user-friendly system flexible to meet the needs of the University System today and tomorrow.

Hot Lists

Hot lists for stolen permits, stolen vehicles, or even VIP plates can be tracked in the system with whitelists or blacklists, and notify field personnel when encountered, or grant whitelist access for VIP status. The permit status is also tracked by the system, so for stolen permits, the permit status can be changed from "Active" to "Stolen." The permit status is then communicated to officers in the field by a handheld notification when the permit is scanned or entered, which may then prompt the officer to take further action based on the rules of the University System.

Whitelist and blacklists can be utilized to notify field staff through field alerts that the vehicle they have encountered may have a special, pre-defined status, such as "Do Not Cite" or "Vehicle Approved for Construction Parking in Area 1." The list can be generated by our system, which means the field staff

is updated in real time. If we are getting the lists from a third party, the field alerts are updated as often as we receive the information.

Field alerts allow the University System to instruct the actions of any handheld user based on the specific status of the white or blacklist vehicles as the officers encounter them. The field alerts have a multitude of functions depending on the University System's needs. The iParq PM will coordinate with the University System's PM to determine and create the appropriate setup for the desired solution to increase the effectiveness and service levels offered to the University System's parking customers.

This flexible alert and notification system can help the University System and their enforcement officers stay on top of diverse issues, including booting, towing, events, Do-Not-Cite lists, special needs requirements (i.e. disabled or medical vehicles or users), undercover operations, and more.

Handheld Hardware

Empowering our clients and their Parking Enforcement Officers (PEO) to do their job by giving them the best tools available has been a focus for us since we started. We recognize that officers face a number of challenges in the field, and their handheld devices can help them dramatically, which is why Android Samsung A13 smartphones are part of iParq's citation management solution.

We invented the concept of writing parking citations on smartphones, and we were the first company to offer online parking management solutions. Since then, we have worked constantly to make our handheld software more efficient and easier to use. Our handhelds are the best in the industry, and that translates to revenue well beyond the cost of the software and devices. In most cases, a 1% increase in efficiency of the officer is sufficient to pay for the entire cost of the devices and software. We understand that quality counts. Looking at it another way, shorting yourself on the quality of the product is too expensive. The system quality pays for itself so quickly, there is no financially justifiable reason to use second best.

When you use the iParq handheld equipment, all citations are written on iParq's handheld citation software and transferred to the system in real time. Pictures are uploaded to the system at the same time as the citation details and are available online to the violator, vastly reducing the number of appeals received by iParq clients due to the evidence gathering capabilities of this software. Officers have the ability to attach as many photographs as needed to provide ample evidence of the violation, or even perhaps evidence of pre-existing vehicle damage prior to a boot or a tow. The system is flexible and will be set up to meet or exceed your photo evidence needs. The officer may capture

photographs associated with the citation at any point before printing the citation, which gives the officer the ability to capture sometimes vital information as conditions change in the field.

University System administrators also may upload and attach photographs to any account to support citations previously written in the field, including photographs taken from other devices that may be relevant to the citation or account.

Our handheld devices communicate wirelessly (or via cellular data plans), in real time, with our parking management system and via API to any third-party provider. A cellular or wireless connection transfers the data between the University System's administrative system and the handheld unit. This gives the administrator immediate access to all necessary information. These low-cost, high-performance handhelds are fully integrated with iParq software and include integrated barcode scanners.

Handhelds in the field have full internet browsing capability, which is usually limited by the University System to allow for only parking-related uses. The University System can choose the level of internet access the officers receive.

Vehicle-based LPR is integrated directly with iParq's handheld, printer, and backend system for a seamless experience.



If data connection is unavailable (communication dead zones), enforcement still continues. The citation information is stored in the handheld, and once the signal is restored, the enforcement data is automatically transmitted as a batch, effectively clearing the handheld of all pending data.

If necessary, officers have the ability to look up all citations issued on the same day by plate number, but don't have the ability to scroll through issued citations on the handheld. However, depending on the reason for the need, there may be another solution iParq may offer, given more detail.

Parking citations print from a lightweight thermal printer that can be worn on the belt, mounted in a vehicle, carried, or worn on a sling. The handheld device and printer communicate automatically through a wireless Bluetooth connection that is electronically paired to a single officer's handheld for data security. With custom development, iParq printers also have the ability to print other information such as a map, should the need arise.



iParq equipment is also capable of Wi-Fi communication and is still PCI-DSS compliant

iParq handhelds connect to the database in real time utilizing SIM cards to connect to the cell provider's 4G network or via Wi-Fi 4G technology has improved in recent years, making data outages rare and unusual, and if Wi-Fi 4G is available as a backup to the data signal, outages will be almost non-existent.

While all iParq handsets come with cellular connectivity automatically, they are also Wi-Fi 4G capable, as a requirement. All of our software complies with PCI-DSS regulations, including Wi- WiFi 4G, and we are audited quarterly by an independent third party to ensure compliance.

Weather-Resistant Equipment

Our low-cost, high-performance handhelds are designed to be used outdoors in all weather conditions. Our handheld units have been in service for years in climates as disparate as Arizona, New England, and Canada. The units are water-resistant, have backlit VGA color display, a barcode scanner, GPS, motion-sensing, high-capacity quick-recharge batteries, and the handheld screens are easily visible in direct sunlight. The units are weather-resistant and designed for everyday use in any weather condition and are further ruggedized with your organization's choice of durable Supcase Beetle Unicorn or Otterbox Defender cases for maximum protection against the elements and potential rough handling by staff.

iParq hardware is resistant to rough handling, being dropped, inclement weather or other physical challenges

Each unit comes with a screen protector, durable drop resistant Supcase Beetle or Otterbox Defender case, charger, and a Bluetooth paired printer. Printers can be worn or mounted in many ways so as to not fatigue the user and to limit inclement weather exposure as desired. All printers are more susceptible to weather as there is an opening in the device, unlike handhelds, which is part of why iParq provides a two-part unit. iParq handhelds have been tested in the most extreme environments, including many Midwest and east coast locations, high heat locations in the US deserts, and extreme cold and snow conditions in Alaska and Canada.

Tested Durability

iParq supplies Galaxy A13 handhelds and Zebra printers, both industry leaders in their fields for functionality and durability. We protect our handsets with Beetle Unicorn SUPCASE or OtterBox Defender cases for extra water-resistance and shock resistance. In all cases, the companies who provide this hardware thoroughly test their product up to market standards. Otterbox alone does over 238 hours of testing on each case model to ensure it meets their standard in protection from water, dust, scratches, and drops. The SUPCASE Unicorn Beetle has a built-in screen protector without compromising touchscreen sensitivity, and all ports are covered to increase weather resistance, including snow. Both cases are designed to withstand heavy use and demanding conditions. In addition, iParq will replace any damaged or malfunctioning piece of equipment for free for the duration of the lease agreement and contract, and if desired, iParq will store one live backup unit for every ten units ordered on-site at your organization at no extra cost, removing any worry your organization may have about durability.

Handheld Device and Printer Specifications

Samsung Galaxy A13	Mobile Field Printer
 A black Samsung Galaxy A13 smartphone is shown from a front-three-quarter perspective. The screen displays a vibrant wallpaper with a large red sphere, a smaller pink sphere, and a textured pink sphere. The Samsung logo is visible at the bottom of the phone's back.	 A black Zebra ZD510 mobile field printer is shown. It has a rugged, rectangular design with a yellow latch on the left side. The front panel features a white label with the Zebra logo and the model number 'ZEBRA ZD510'. A white paper roll is partially visible at the bottom.

<p>Type: Super AMOLED capacitive touchscreen, 16M colors</p> <p>Platform: Android™ 6.0.1 Marshmellow</p> <p>CPU Processor: Quad-core 2.5 GHz Krait 400</p> <p>Battery</p> <ul style="list-style-type: none"> • Standby: 4G: Up to 288 Hours • Talk Time: Up to 27 Hours • Battery Type & Size: Li-ion 3000 mAh • Internet Use: 4G: Up to 8 Hours; Wi-Fi: Up to 8 Hours Memory • Internal: RAM (2GB), ROM (16GB) • External/microSD: Up to 64GB microSD <p>Camera</p> <ul style="list-style-type: none"> • Resolution: 12 MP • Front-Facing: 5 MP • Digital Optical Zoom: 4x <p>Physical Characteristics (n.)</p>	<p>Type: ZQ310</p> <p>This mini Zebra printer offers compact, up to three-inch-wide receipt printing, ideal for mobile POS and citation issuance.</p> <p>Resolution: 203 dpi/8 dots per mm</p> <p>Print Method: Direct Thermal</p> <p>Maximum Print Speed: 4 ips Print Area</p> <ul style="list-style-type: none"> • Maximum Width: 1.9"/48mm • Maximum Length: Continuous <p>Memory</p> <ul style="list-style-type: none"> • 128MB RAM; 256MB Flash <p>Physical Characteristics</p> <ul style="list-style-type: none"> • Width: 3.68" • Length: 5.12" • Height: 1.95" • Weight (with battery): 0.81 lbs.
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<ul style="list-style-type: none"> • Width: 2.74" • Depth: 0.32" • Height: 5.36" • Weight: 5.36 oz Display • Main Resolution: 1080x1920 pixel • Display Size: 5.1" 	
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Batteries & Chargers

The Samsung A13 has a 2,800 mAh battery, which means it only requires a minimum of one full charge once daily, even under continuous use for multiple shifts. The included quick charger allows for high-capacity charging in short periods of time, allowing for significant recharge in 15 – 30 minutes if the battery is discharged more quickly due to heavy use. The Zebra RW230 printer

equipped with a 1500 mAh battery is capable of printing hundreds of permits and/or receipts before requiring recharge. A minimum of one full charge daily will ensure multiple shifts can continuously operate the equipment. Corded chargers, charging bays, and vehicle charging adapters are available to facilitate the charging process that best suits your needs.

For typical parking use, a full overnight charge process will allow the equipment to function normally to fulfill the daily and nightly operational needs of your organization. If the handhelds are also used for other functionality, such as recording video or internet browsing, as a backup process, the option for staff to use portable quick chargers, during a lunch break for example, will further ensure the equipment is charged and ready for use.

Portable Charging

While completely optional, another power option is to provide external batteries for portable charging. The Anker Powercore-2 20,000 mAh pack features three USB ports to charge three devices at once and can charge a Galaxy A13 6-7 times. This low-cost portable power option can be provided by iParq to you as a pass-through cost, meaning if you need the functionality, we will provide it at no markup to the cost of the devices.



The printer batteries are designed to print hundreds of times on one charge; however, the printer batteries are charged externally, separate from the device, and iParq can provide extra printer batteries upon request. Printer batteries are easily switched out with a single motion and require no tools to do so. Between the portable handheld charger option and extra printer batteries, your staff will never run short on power, even under the heaviest use.

Citation Paper

iParq is a supplier of custom citation stock and optional envelopes. We can provide distinctly different citation paper with color differences to easily distinguish where the citation was received. iParq's PM can also work with the University System PM to source paper that meets the University System's needs. Custom text and fields may be placed on paper. Additionally, iParq offers a standard citation roll that offers less customization for economic clients. All iParq paper is thermal (no smears), water resistant, and tear resistant. Standard paper is 1.5" W x 6.5" L.

iParq can provide yellow citation envelopes upon request. Most iParq clients forgo this option as all paper is extremely water resistant and the customer/parker interaction encourages online payments and/or appeals. Mailing is no longer a necessary requirement for most iParq clients.

Handheld Device Accessories

iParq has the following accessories that may be bundled with a handheld unit, dependent on the University System or officer preference. Bundles may include a printer belt clip, handheld belt clip, printer shoulder strap, handheld waterproof case, stylus pen, single car charger, and single wall unit charger. Samples of these may be shipped to the University System to physically review if desired.

License Plate Recognition (LPR)

iParq provides the license plate recognition technology and equipment required for the enforcement process of identifying vehicle license plates for both valid virtual permits and those vehicles not associated with a valid virtual permit via iParq's internal handheld LPR app on Samsung Galaxy A13's. Moreover, the system is flexible, allowing the University System a broad range of choices on vehicle and fixed LPR equipment and vendors.

We are proposing a PCS Mobile LPR that uses Genetec technology and equipment for vehicle LPR. iParq is already integrated with this third party. To integrate with LPR directly, iParq's enforcement system must be leased at an additional cost.

Lease Agreement

The increasing speed of handheld hardware improvements, along with the fact that hardware is becoming less expensive every year, means that purchasing hardware does not make as much sense as it used to. Being tied to old, outdated devices that no longer work with new technology is a thing of the past. iParq primarily leases our equipment for precisely this reason.

iParq has come to recognize the cost of a handheld not working in terms of lost citation revenue can be dramatic. One iParq client reported that the cost of a client-owned handheld being down and the

institution not being able to cite with the unit for 2 days exceeded the cost of an iParq handheld unit's annual lease. Calculating on an annual return on investment for the cost of leased handheld and printer was an ROI 100% in 2 days, or was 18,250% per year ROI. Looked at in this way, it is clear the handhelds are critical equipment for parking departments and their enforcement officers. Lease options, ensuring the officers are always ready and able to work, have become an economic necessity. It doesn't just make sense, it makes dollars.

Unless our clients choose to purchase their own handheld equipment, iParq provides an extremely affordable, fully warranted lease program that ensures you get the latest equipment with the least capital or monthly expense required to get you up quickly and stay running with the best of breed hardware and software.

If an iParq leased handheld is damaged for any reason during the lease term, iParq will provide a no-fault replacement within one business day. If hardware is purchased through iParq, iParq will comply with the warranty for the handheld equipment up to the manufacturer's warranty.

With all of that said, iParq has provided both optional pricing of Samsung Galaxy A13 handheld devices for sale at comparable costs to most other retailers, and optional pricing for the lease option described above.

In direct compliance and response to this requirement, iParq also has the capability of providing and licensing the use of our proprietary handheld software to the University System for use on University System-provided Samsung Galaxy A13 smartphones.

Customer Web Interface

Customers may easily apply for a permit on the same website as they pay and appeal citations. From this site, the customer can apply for a permit, check status, pay using a credit card or checking account, and much more.

Your customer-facing website will be customized with your process flow requirements, logo or branding, parking terms and conditions, and specific workflow requirements needed to verify identity. We can include helpful items such as parking news, maps, links to your organization's websites, and much more. iParq performs web interface customization at no charge.

During implementation, iParq will customize your customer web interface for:

- Logo and branding
- Links to other applicable sites
- Integrating the payment gateway
- Developing a unique URL for your program
- Including key personnel contact information
- Including organization-specific help text
- Including organization-specific terms and conditions
- Including organization-specific workflows, such as permit approval process

New Users

A new user will be prompted to create an account, which will collect all of the relevant information required by the University System, including vehicle information, and any verification documents required by the University System to prove eligibility. The system guides the user through the simple, one-screen, account creation process. After account creation, the parking customer is logged in and ready to purchase available permits (if eligible), upload additional address verification documents, or edit their account information.

Create New Account

To create an account, enter username, password, name, and at least one form of contact information (email, phone, or address.)

Username and Password

Usernames must be 3 to 100 characters long and passwords must be 7 to 100 characters long. Your password cannot be the same as your username, and must contain at least one letter and one numeral or symbol. Usernames and passwords are case sensitive.

*Username Your email address makes a good user name

Enter Password: Enter Password Again:

*Password

Contact Information

You must provide your name, address, email and phone number.

*Name First Initial Last

*Email

*Phone Phone Type Number (example: 555-555-5555) Extension

Examples of Eligibility Document Types for Upload

Upload Attachments.

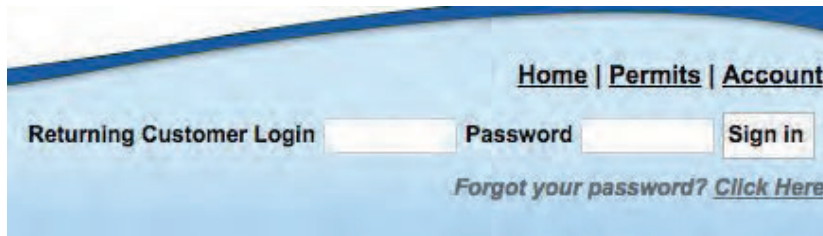
Please upload the **required** attachments below. The **other** uploads are optional.

Upload Limit: 4 megabytes each

Drivers License:	Choose File	No file chosen
Lease or Rental Agreement:	Choose File	No file chosen
Utility Bill:	Choose File	No file chosen
Vehicle Registration:	Choose File	No file chosen

Existing Users

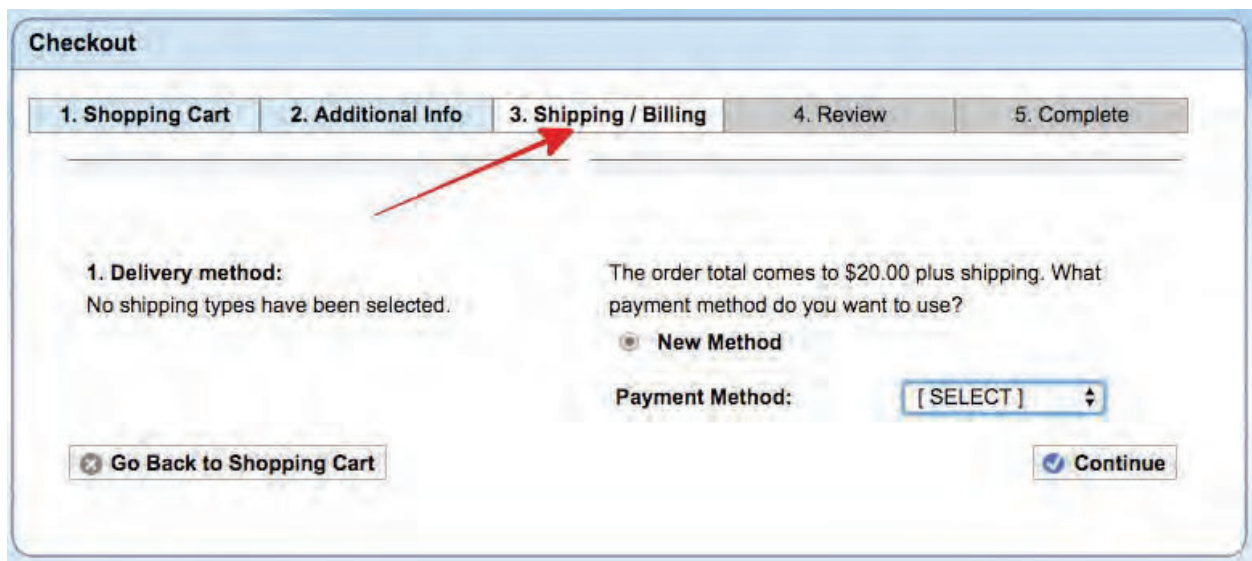
Existing users log in using a common and familiar web interface:



Special Features for Online Ordering

Your organization will have the ability to link the online ordering website from your organization website. Once it has been branded with your logo and customized with colors, specific wording, and links to your specific information and products, it will operate like part of your organization’s website, not a third-party site.

The online ordering process is intuitive, using established website interfaces already familiar to your customers. Your customers will be able to order from the parking website with no training. The ordering process guides the customer through the checkout process and uses tabs to allow the customer to go back to any previous step at any time during the checkout process.



- The customer benefits by having the ability to log in to their account to print or reprint any products purchased. After account creation, the purchase process going forward is expedited for the customer, allowing the customer to choose the desired product and quickly check out. Your organization benefits from the account creation feature by collecting customer information that can be used to better serve the known customer base versus selling permits anonymously. Collecting basic parking customer information allows for valuable communications to customers, such as emailed receipts, schedule changes or event cancellations, potential for marketing uses, and more.
- Event parking permits purchased in advance on the online ordering website utilize barcode technology, which are verified by handhelds in the field, and also may be used to vend

parking gates equipped with barcode readers. This unifying functionality allows your organization to sell a wide variety of products online, better serving the needs of customers, and is not restricted to attendant-staffed field sales. Your organization benefits by having the ability to sell a wide variety of online parking products from iParq's single platform that integrates with your existing infrastructure.

- An unlimited number of products may be offered for sale on the website. These products may be set up in advance and set to only appear on the website between sale date ranges. The administrator also chooses when the products are valid, so barcoded event permits sold in advance can only be used for the events they are intended for. The ability to set up event parking sales for all known events throughout the year in advance gives your administrators sophisticated planning tools for maximum preparedness.
- iParq will accept any form of payment your organization accepts.

The products sold on the online ordering website are customized and completely managed by your administrators. While iParq Client Services and your dedicated iParq Project Manager are always available to help your staff, your authorized administrators will be fully trained to manage the products offered for sale on the website themselves without ongoing costs or iParq involvement. Your administrators are in complete control of the online products sold, and like many of our clients, will become your in-house system experts. iParq's powerful planning and scheduling tools benefit both your staff and customers by offering the structure upon which your large-scale and complex operations are managed fluidly. When parking becomes a non-event, your customers may not notice the improvement, but you and your staff will, and that's our goal.

Payments

iParq's administrative and customer web interfaces accept any payment type the University System accepts, including credit cards (which may include Visa, MasterCard, Discover, and American Express), debit cards, ACH (checks), checking account, etc. Through custom integration, gift cards can also be made available as a payment method.

Administrators easily set what payment types will be accepted and set prices through the web interface. When customers log in to our online front counter at any time of day or night, they can pay citations or purchase permits through a simple registration and payment process ending with the creation of an immediately printable temporary permit. Once the payment has been completed, a receipt will automatically be emailed to the user.

All payment types available to the parking customers on the public website are available to the University System administrator from the administrative website, and depending on his/her access level, the University System administrator may have additional payment options to offer the parking customer

based on tender type or customer type (i.e. cash, payroll deduction or student account payment acceptance).

Our system is PCI-compliant from start to finish and all payments are reflected in the system in real time.

Convenience Fee Charges

For information on convenience fee charges for credit card or electronic check transactions, please refer to our pricing.

Reporting

iParq's system tracks each citation from the moment it's started on our handheld or once scanned for handwritten citations all the way through the citation life cycle. After a citation is issued, the violator can either pay or appeal. If still open, the system will automatically run the citation through the DMV processes, letter generation, and even outside tax return intercepts or collection systems. It can be transferred to an outside collector for their sole collection efforts or to an outside agency preserving the right to collect by the University System. This dual collection authority has solved many situations when a parker is ready to pay but is not in the proper office. For that parking customer, it's great customer service. And a proper integration can keep the payments and files up to date between the agencies and the University System.

Customers can quickly and easily pay citations over the web at our virtual front counter using a simple process. The customer enters either the citation or license number to access the full citation record. Recipients pay the citation using any form of payment currently accepted by the University System. iParq's systems and servers are PCI DSS compliant and securely handle online payments. For payment at a front counter including cash payments, iParq has detailed cashier reports and audit controls to ensure proper controls, receipts, and deposits.

iParq's system fully populates information relating to the citation as soon as the user enters either the citation or license number. If, after reviewing the citation's evidence, a customer would like to appeal, they simply hit the "appeal" button, enter an explanation into the text box, and upload any evidence files (electronic evidence files include most 21st century formats). For administrative ease, all information necessary to make an informed decision is displayed for the hearing officer on one screen. Once a decision is made, a simple push of a button will let the customer know the appeal decision, enter the decision in the record, and activate triggers to do such things as allow for payment options as needed.

iParq understands that historically the appeals process has been both time-consuming and expensive for all involved. For over 23 years we have refined the system to help the parker make the "right choice" when deciding whether to pay or appeal. This means that when a parker goes online or comes to a front counter to pay, the parker can review pictures, location information, details of the citation (including a scan of any handwritten citations), dates the DMV was contacted, copies of the notifications sent, all previous citations they have received, outcomes from hearings, payment history, and all amounts due and why. The system design guides the parker with visual cues and readily identifiable evidence to encourage the parker to hit the pay button instead of the appeal button. This design increases collection rates and speed of collections for all iParq clients that use it.

The system has the ability to store unlimited notes. Each note is dated, time-stamped, and contains the user information of the person who wrote it. The system has the ability to apply a general note to the specific citation or the user account and may be marked as private or public.

Furthermore, iParq provides communication networks via email, phone, and online chat. iParq provides software, online manuals (when necessary, standard forms, and a multitude of reporting features) to assist day to day operations.

iParq was the first to bring all these capabilities together on one easy to understand webpage. Clients using the system are constantly impressed by the ease of use, convenience, and high customer service level capability our system helps bring to their operations. We can include helpful items such as parking news, maps, links to your organization's websites, and much more.

Lastly, because we invented these systems, we understand how they foundationally work and how they can be improved. We actively collaborate with our clients as partners to identify additional improvements, and over 50% of our revenue is reinvested into the development of new technology. We continually evolve and refine our systems so our partners have the best technology available on the market. Others in the industry may try to copy us, but they are years behind, unable to make improvements on par with iParq's industry leading technology.

Standard Reports

During implementation, the system will be set up to automatically generate and send the required reports to the appropriate University System staff. University System administrators may also generate and schedule reports without the assistance of iParq. Reporting is available online 24/7/365 and is provided in real time. Any and every transaction within the iParq system is reportable. Reports are available in daily, monthly, or annual time frames, or via custom date ranges.

Formats and content may be pre-defined and scheduled to be received via email on a recurring basis. Reports can be generated in many formats, including on screen, in Excel format, delimited format, and more. For data export, iParq's revenue reports are available in a variety of formats, including PDF, Microsoft Excel, CSV, and tab-delimited ASCII. Calendar views are available and will be scoped as part of your implementation.

Reporting is very flexible and easily adaptable. If additional standard reports are needed, or if specialized tailored reports are required, our Client Services staff and Operations team will assist the department in creating those reports that will remain as standard reporting within University System's suite of reports.

In addition to standard reports, ad-hoc reporting is a standard feature in the iParq system and can be easily used by any authorized staff to create personalized ad hoc reports that give the user the exact information they need.

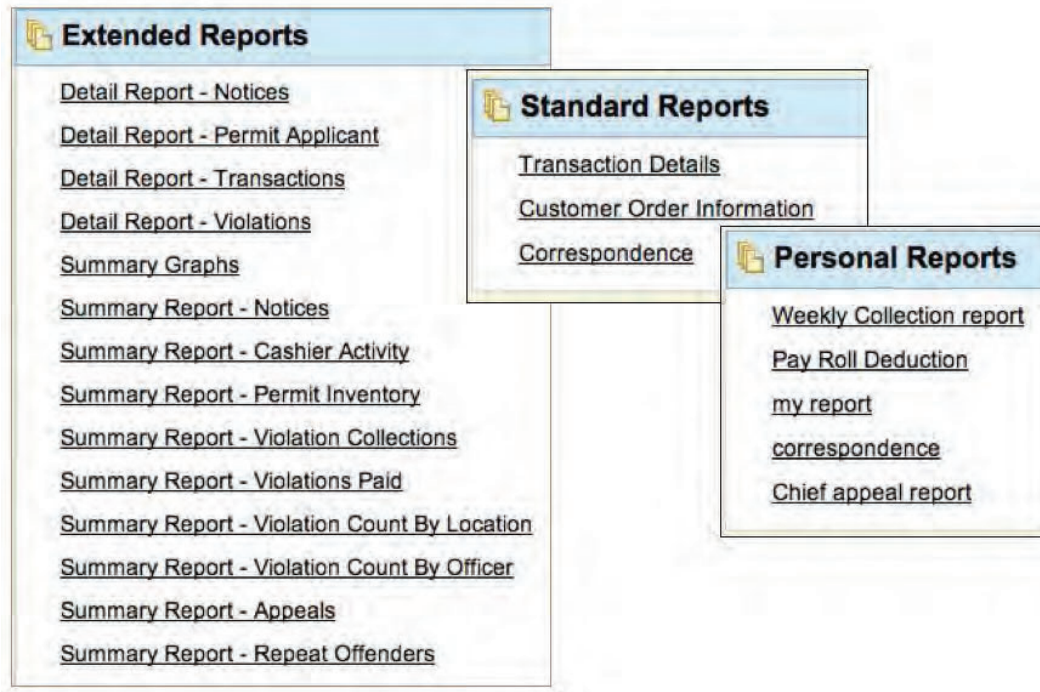
Ad Hoc Reporting

iParq has been developing and refining reports for more than 23 years, and as a result, ad hoc reporting is a standard feature in the iParq system. The standard suite of reports the University System requires will be included with your system as part of your implementation. The ad hoc reporting function allows standard reports to be targeted to the user's specific needs. In short, your staff can refine broad reports down to the specific details they need for their particular job function, then schedule those reports to arrive in their inbox on the date and time they need them.

Custom Reporting

Custom reports required outside of the included Standard and Ad Hoc reporting capabilities can be developed upon request to suit the needs of the University System. If additional standard reports are needed, our Client Services staff and our Operations Team will assist the University System in creating reports that will become and remain standard reporting within the University System's suite of Personal or Extended Reports.

Sample Report Types



With over 600 reports available, your staff have the information they need at their fingertips. In addition, with the simple to use ad hoc reporting tool, reports can be generated, refined and scheduled to exactly meet the needs of your staff and the specific report requirements for each job function. We have not included a complete list of additional reports available as there are simply too many to list, but the following are lists of common reports, standard to the System, that are utilized by many of our clients.

Enforcement Reports

- Voided Citations by Year
- Voided Citations by Month
- Violation Transaction Report
- Violation Payment Type Report
- Violation Payment Date Report
- Liens Paid at DMV
- Liens at DMV
- Delinquent Notices
- Repeat Offender Report
- Scofflaw Report
- Field Alert Report

- Citation Notice Report
- Notices Detail Report
- Letters Pending Address Report
- Rejected Appeals Report
- Accepted Appeals Report
- Adjusted Citation Report
- Unpaid Payment Plan Report
- Collection Transfer Report
- Lien Report
- Open Citation Report
- Paid Citation Report
- Summary Violation Count by Location Report
- Summary Violations Count by Officer Report
- Summary Appeal Status Report
- Summary Hearing Schedule Report

Transactional Reports

- Detail Transaction Report
- Custom Payment Type Report
- Summary Notices Report
- Summary Violation Collections Report
- Summary Violations Paid Report

Other Reports

- FTB Report
- DMV Daily Report
- DMV Monthly Report
- DMV Hold Report
- Bail Report (Only Available in Certain States with statutes allowing "bailment")
- Mailing List Report

Sample Report: Violation Count by Location

Violation Type	Total	Gym Lot	Library Lot	Lot A	Other
Total	18	4	1	11	2
001 - Handicap Parking	2	0	0	1	1
003 - Invalid Permit	2	1	0	1	0
004 - No Parking Area	2	0	0	2	0
006 - Vehicle Not Registered	3	1	0	2	0
007 - Testing Violation	1	0	0	1	0
008 - *Parking Permit- 1 hr*	3	2	0	1	0
009 - Rules and Regulations	4	0	1	2	1
102 - GENERAL PERMIT REQUIRED	1	0	0	1	0

Sample Report: Appeals

Appeal Status	# Total	Tech Support	Ruben martinez	Madison Huemmer	An Nguyen	Bob Greber	Jason Atkinson	Neph Drummer	Florida International
Open	26	0	0	0	0	0	0	0	0
Rejected	16	3	2	1	1	4	4	1	0
Adjusted	3	0	0	0	0	0	3	0	0
Accepted	3	0	0	0	0	0	1	0	2
Removed	0	0	0	0	0	0	0	0	0
Accepted With Fee	0	0	0	0	0	0	0	0	0

Sample Report: Violation Count by Officer

Violation Type	Total	Caleb D Reed	Jean-Luc Matthews	Night Shift2	Part Time	Russ May	Wayne W Westerholm
Total	945	251	92	21	396	170	15
01 - 01 Vehicle Not ...	302	32	0	0	233	37	0
02 - 02 Parked in a ...	316	93	34	0	103	84	2
03 - 03 Parked in a ...	64	30	12	0	7	6	9
04 - 04 Not Parked i...	113	67	38	0	3	5	0
05 - 05 Permit Not P...	14	1	0	0	13	0	0
06 - 06 Parked in a ...	32	3	5	0	6	18	0
07 - 07 Parked in a ...	10	1	1	0	0	8	0
09 - 09 Parked on Gr...	4	0	2	0	2	0	0
10 - 10 Parked in a ...	7	1	0	0	0	6	0
11 - 11 Parked in a ...	46	21	0	0	24	1	0
12 - 12 Blocking Tra...	7	0	0	0	0	3	4
13 - 13 Parked in a ...	21	0	0	21	0	0	0
17 - 17 Tow Warning	9	2	0	0	5	2	0

Permit Inventory

The permit types listed below are on sale or will be on sale in the future. [Download to Excel](#) [Schedule](#)

Permit Type	Sale Start Date	Sale End Date	On Sale Now	Permits Remaining	% Remaining All Locations	# Remaining @ Web	# Remaining @ Client	Total Inventory Printed
201 S Ash Garage - 2017 Month-to-Month permits	01/01/2017	12/06/2017	yes	0	0%	0	0	0
City Hall Monthly Permit - 2017 Month-to-Month permits	08/01/2017	12/31/2017	yes	0	0%	0	0	0
Hayden Square Monthly Permits - 2017 Residential Permits	01/01/2017	12/02/2017	yes	0	0%	0	0	0
Tempe Gateway Tenants - Waste Management	08/01/2017	12/31/2017	yes	0	0%	0	0	0

Showing 1 to 4 of 4 entries

Display rows

Security, Back-Up, Disaster Recovery (DR), Encryption

Website Data Security & Encryption

Security is a top priority at iParq. Our security measures are the same as those used by banks and federal agencies, such as the FBI, and our cloud-based system and websites use SSL encryption. We protect against outside threats with passwords, firewalls, private keys, and multi-factor authentication, and utilize world-leading web providers and cloud-based disaster recovery services that enable fast disaster recovery of infrastructure and data through multiple redundancy protocols. We support DR architectures from pilot light environments that are ready to scale up at a moment's notice, to hot standby environments that enable rapid failover. Our data centers are in 10 regions within the United States, providing geographic redundancy.

Hosting Provider

iParq data centers are in 10 regions within the contiguous United States, providing geographic redundancy.

Access Levels

iParq's system bundles several scalable controls for user security access to ensure only authorized personnel can access the system. User level management allows the University System to grant varying levels of access rights and security privileges, including void/dismiss citations, accept payments, read-only or insert/edit/delete ability, by simply choosing a job-based "permission set" or by specific access selection for parking staff. Administrators will be given job-duty specific access to provide your staff with varying levels of access and modification capabilities pursuant to their responsibilities and security level.

Set up of a new user takes less than a minute and there is no limit to the amount of administrative users your organization can create. These individual accounts reflect the access defined for that user. Usernames are alphanumeric and passwords are case-sensitive. If necessary, an authorized administrator can revoke an individual's administrative access any time in mere seconds.

For security and audit trail purposes, all user IP addresses are captured during login for all users. All user access is continuously logged and periodically audited, and any changes made to a record on the iParq system are permanently recorded for easy auditing. Changes are date and time-stamped with the user's login credentials, so the University System knows who accessed what and when.

iParq software developers are Level 3 CJIS Security Test Certified, and undergo extensive fingerprint background checks.

Data Segregation

iParq provides each client a unique ID which is assigned to all data records pertaining to the client. This unique ID is used as a primary key to prevent access by any other client in the system that does not meet the key requirement.

Data Ownership

All University System data is owned by the University System. This is not only a fundamental philosophy of iParq's, but also a legal requirement in the USA. iParq provides you with access to all of your organization's own data at any time, 24/7/365. Simply, the data is yours and iParq will not get in the way with how you use it, even if your organization wants to transfer it to another system. The APIs are already provided. We use security-protected open architectures, open source, and open APIs in our software design, and we do this so your organization never feels like it is trapped in a software relationship.

Through all the clients we onboard, we understand that other parking software vendors intentionally make it hard to change systems. We have designed all our systems to give you peace of mind that your organization will not be held hostage. We call it playing nice in the sandbox and it is a fundamental difference our clients appreciate.

System Modifications/History Retention

A fundamental principle of the iParq system is that history/evidence is in-volatile. That means that the original evidence of a citation is never changed. As such, the iParq software keeps track of any changes made to a citation or user account and provides extensive reports for audits. Authorized University System administrators have the ability to make modifications to edit, update, or correct any aspect of the parking citation, registered owner information, disposition and/or notes, but all history is preserved, and changes are logged and available for review in real time. iParq's system maintains a full history of all user activity, providing a complete date/time stamped audit trail of all actions and modifications made within the system. Each citation will show its current status and exactly what has happened with that citation during its life cycle. All data retention is in compliance with state and federal regulations.

Audits

As an NLETs provider, iParq's Security plan, Disaster Recovery plan, hardware and software systems are continuously audited by NLETs. iParq has a perfect audit record. Further, iParq's banking, credit card processing, SSL and many other systems are independently audited by outside agencies. As the first PCI-compliant vendor in the parking industry, iParq is proud to have a perfect PCI compliance and audit record.

iParq's Confidential Security policy is available separately upon request.

Response to RFP Requirements

1. *Parking Pay Stations: Offerors must provide details for pay and display stations to support paid parking for both on-street and surface lot parking operations and should detail the installation, warranty, and ongoing operation. Offerors must define a price per pay station unit (in its Cost Proposal), and an outline of recommended spare parts and enhanced services, including integration and/or development that would be the responsibility of the purchasing entity.*

iParq is not a service provider for pay stations hardware or software. We have multiple partners and vendors that will enable us to either recommend service providers and/or integrate with existing pay stations with existing APIs or ones that can be developed pending scope.

2. *GEOfencing Technology: Offerors must provide information on their ability to provide GEOfencing technology.*

iParq does not provide GEOfencing other than our existing relationships with ALPR vendors who provide this service and can integrate with our parking platform. If the client has specific vendor requirements, iParq has the ability to integrate with their vendor of choice.

3. *License Plate Recognition (LPR) Technology: Offerors must provide detailed information on a complete mobile LPR system, including equipment, installation, training, ongoing operations/communications, licensing and extended warranty.*

iParq provides the license plate recognition technology and equipment required for the enforcement process of identifying vehicle license plates for both valid virtual permits and those vehicles not associated with a valid virtual permit via iParq's internal handheld LPR app on Samsung Galaxy A13's. Moreover, the system is flexible, allowing the University System a broad range of choices on vehicle and fixed LPR equipment and vendors.

4. *NCIC and CLEAN Reporting: Offerors should have the ability to provide live information on vehicle owners from the NCIC (National Crime Information Center) and CLEAN (Commonwealth Law enforcement Assistant Network), and other reporting agencies, as requested.*

iParq currently does not have this ability, but has similar integrations with various DMV entities and NLETs. Our development team will scope this requirement to provide these services should they be required.

5. *Citation Processing Management and Support Services: Offerors should be able to provide citation processing management and support services details. The structure shall include all licensing, training, system updates, system integration requirements and vendor-hosted services. Offeror shall describe the services proposed in the model, including ongoing support and hardware upgrades.*

For a complete description of iParq's Citation Processing System, please see the Citation Overview and Enforcement Management sections above. The iParq system tracks citations from issuance through adjudication and collection. No citations are ever "lost," regardless of what part of the process a citation may be in. iParq's aging action triggers are configurable and will be set according to the

business rules of the University System. Once set up to comply with your requirements, they may only be changed at the sole discretion of the University System.

Examples of aging actions are: email notice, letter notice, late fee, DMV lien, transfer to student account, close citation, and block appeal.

The system handles all types of adjudication (hearings) from 100% online adjudication, to online hearing s

cheduling, to paper applications, to manually created hearings. It is simply the most robust adjudication system ever built.

During implementation, the system will be set up to automatically generate and send the required reports to the appropriate University System staff. University System administrators may also generate and schedule reports without the assistance of iParq. Reporting is available online 24/7/365 and is provided in real time. Any and every transaction within the iParq system is reportable.

Unless our clients choose to purchase their own handheld equipment, iParq provides an extremely affordable, fully warranted lease program that ensures you get the latest equipment with the least capital or monthly expense required to get you up quickly, and stay running with the best of breed hardware and software.

If an iParq leased handheld is damaged for any reason during the lease term, iParq will provide a no fault replacement within one business day. If hardware is purchased through iParq, iParq will comply with the warranty for the handheld equipment up to the manufacturer's warranty.

iParq provides Software As A Service (SAAS) to all of its Clients. For the duration of the contract iParq will grant University System and its users the right to use iParq SAAS software and services pursuant to iParq's User Agreement as incorporated into State System Contract # CW19188. The University System will have an unlimited number of user accounts with varying levels of access based on your administration assignment. This standard agreement governs all iParq users and reserves the data and confidentiality rights to each iParq client individually. No iParq client will have any rights to University System data and University System will have no rights to other iParq client's data.

There are no system integration requirements unless dictated by the University

System. iParq is a self-hosted all in one platform. iParq hosts through Amazon Web Services (AWS), the worldwide leader in security and hosting. Any third-party Integration requirements will be scoped and implemented as part of the University System's solution.

All patches, upgrades, and updates are provided to the University System at no cost during the lifespan of the contract. iParq is always improving the software and systems, working closely with our clients in a consultative role to build and provide new services and software releases for the benefit of all iParq clients. This process results in a continuous release of upgrades and updates, which in 2022 pushed over 450 updates, features and improvements.

All planned system maintenance/upgrades are performed during non-peak hours to ensure little to no interruption to the University System or its customers. iParq rarely has any downtime, including scheduled downtime, which is always performed at non-peak hours. In 2022, iParq clients experienced no perceived downtime for the entire year. If a scheduled window of maintenance downtime is required, iParq will notify the University System in advance.

During implementation, the University System will receive comprehensive training, focusing on real world scenarios including such topics as software functions, hardware use, and any system procedures that are unique to each particular job function. Training is organized by duties and responsibilities so that your staff learn about modules in their area of responsibility. iParq is an experienced provider and the training plan will be customized specifically to the University System's needs. For a complete description of our implementation, training and customer support services, including a Sample Implementation Plan, please the subsections above.

6. Permit Management System: *The Permit Management System shall include all licensing, training, system updates and vendor-hosted services.*

For complete details, please see the Permit Management section above.

iParq provides Software As A Service (SAAS) to all of its Clients. For the duration of the contract iParq will grant University System and its users the right to use iParq SAAS software and services pursuant to iParq's User Agreement as incorporated into State System Contract # CW19188. The University System will have an unlimited number of user accounts with varying levels of access based on your administration assignment. This standard agreement governs all iParq users and reserves the data and confidentiality rights to each iParq client individually. No iParq client will have any rights to University System data and University System will have no rights to other iParq client's data.

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*7. **Integration:** Offerors' system may be required to integrate with the certain student information systems such Ellucian Banner used by PASSHE.*

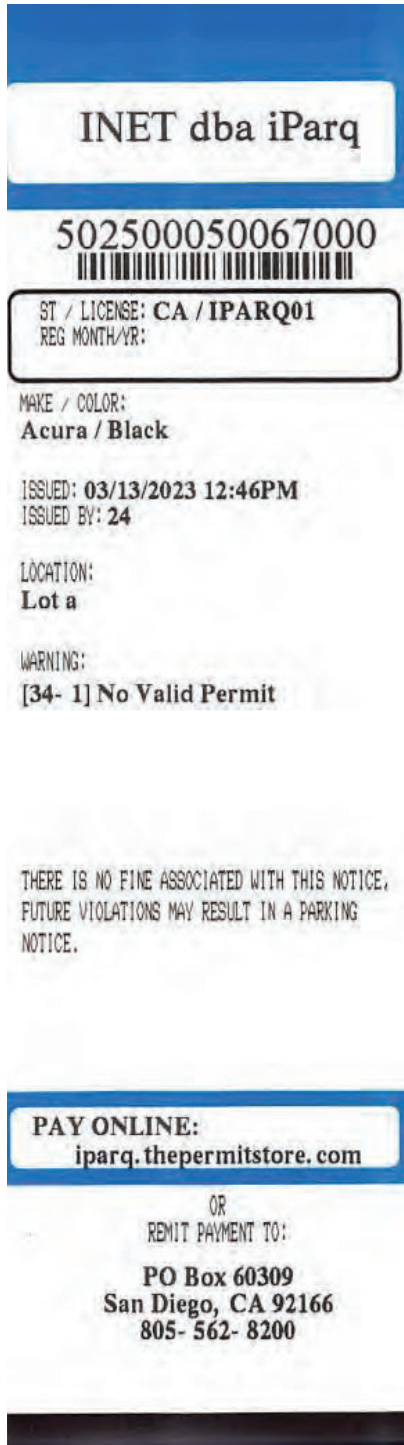
iParq has experience integrating with Banner in a multitude of universities and colleges across the United States. Ellucian Banner connects to iParq systems using Single Sign On (SSO) access control. There are multiple options for SSO implementations (such as LDAP, CAS, and Shibboleth), and iParq will work with your technical staff to integrate the one that is most appropriate to your University System's infrastructure. iParq can also provide the technology necessary to accomplish financial or HR integration as needed.

*8. **Purging and Archiving:** Explain the proposed solutions' purging and archiving capabilities.*

All data retention is in compliance with state and federal regulations. iParq's system updates information in real time. Our data pruning or data purge process is by request only. When notified in writing by the University System, iParq will delete all records based upon the specified date range provided. Once completed, data is purged, and this process is non-reversible.

9. Warning Letters: *Purchasing entities may issue warning letters. Please explain any limits on free tickets. If there are any additional costs associated with warning tickets, please include a price list with your Cost Proposal.*

There are no limits on the number of Warnings that can be issued through the system, or 'free' tickets. There is still a fee to issue the Warning through the software, but no additional processing fees will be administered. You can issue physical warning letters as well, there is a fee associated with this processing as well consistent with any physical mailing. Please see the following page for a front and back example of iParq's warning ticket.



NOTICE

You must do one of the following:

1. **Pay the fine.** To avoid future penalties and resolve this, you must pay the fine by the fine due date. Pay **ONLINE** at the website listed on the front.
2. **Contest.** Wait 24 hrs. from time of issue, then you must do the following by the due date on the front.
 - a. Go online to the website on front and fill out the special form. You will receive a conformation of your appeal filing and decision via email.

If you fail to respond.

One or more of the following actions will occur:

- a. A withholding of your next vehicle registration.
- b. A civil judgment issued against you.
- c. An additional fine/penalty will be added to the original fine/penalty amount.

10. *Data Storage: Explain available data storage limits.*

iParq's system features unlimited storage. When issuing citations with our handhelds, there is no limitation on citation photo quantity or appeal evidence files. Additionally, each citation is tracked throughout its citation life cycle. A fundamental principle of the iParq system is that history/evidence is in-volatile. That means that the original evidence of a citation is never changed. As such, the iParq software keeps track of any changes made to a citation or user account and provides extensive reports for audits. Authorized University System administrators have the ability to make modifications to edit, update, or correct any aspect of the parking citation, registered owner information, disposition and/or notes, but all history is preserved, and changes are logged and available for review in real time. iParq's system maintains a full history of all user activity, providing a complete date/time stamped audit trail of all actions and modifications made within the system. Each citation will show its current status and exactly what has happened with that citation during its life cycle. All data retention is in compliance with state and federal regulations.

11. Reporting: *A reporting tool shall be included in the proposal system, allowing end users the ability to create custom reports within the system. A complete description of the reporting tool capabilities must be included within the Offeror's Technical Proposal. Offerors must allow, at a minimum, read-only access to the back-end of the database to the owner.*

Please see the Reporting section above for a full description of iParq's reporting capabilities. Our reporting is very flexible and easily adaptable. If additional standard reports are needed, or if specialized tailored reports are required, our Client Services staff and Operations team will assist the department in creating those reports that will remain as standard reporting within the University System's suite of reports. Standard and Ad-Hoc reports are generated in real time, using up-to-the-second data from your database. All data captured in our system can be queried and reported in real time by an authorized administrator.

Mandatory Requirements

Offerors must demonstrate that they meet all of the following mandatory requirements:

1. The ability to provide a full parking enforcement module which enables the Universities to issue, enforce and adjudicate tickets and fees, accept payments and provide customer service

Compliant. Please see the Enforcement Management section of the Work Plan section of this document for specific details. iParq's system tracks citations from the moment they are written on our handhelds through their entire lifecycle from adjudication to final payment. The iParq system and fulfillment centers are designed and operate automatically based on University

System rules to generate, mail, and track notices on official letterhead.

Custom letter templates can be established “on the fly” or embedded as part of a standard step within the adjudication process. Direct access to letter history is provided, as well as storing a copy of the letter in the history.

Our intuitive web interface makes it easy for customers (students and faculty?) to apply for and purchase permits and pay citations at one branded site that is linked from the universities’ parking division pages. iParq offers call center services, including escalations, questions, and payments. Customers may contact courteous and knowledgeable customer service members by phone, IVR, or email.

2.The ability for parking enforcement officers to utilize mobile license plate recognition to scan vehicles parked in surface lots and issue citations as required

Compliant. iParq provides the license plate recognition technology and equipment required for the enforcement process of identifying vehicle license plates for both valid virtual permits and those vehicles not associated with a valid virtual permit via iParq’s internal handheld LPR app on Samsung Galaxy A13’s. Moreover, the system is flexible, allowing the University System a broad range of choices on vehicle and fixed LPR equipment and vendors.

3.Ability for parking enforcement officers to utilize a smart device in the field to access all customer, vehicle and citation information and issue citations as required

Compliant. iParq supplies Samsung Galaxy A13 handhelds and Zebra printers, which communicate wirelessly (or via cellular data plans), in real time, with our parking management system and via API to any third-party provider.

4.Capability to track parking enforcement officer locations.

Compliant. Our Client Services staff is available to assist you with this process.

5.Ability to maintain data, images and/or video, and transactions for tickets issued to drivers and vehicles.

Compliant. When you use the iParq handheld equipment, all citations are written on iParq’s handheld citation software and transferred to the system in real time. Pictures are uploaded to the system at the same time as the citation details and are available online to the violator, vastly reducing the amount of appeals received by iParq clients due to the evidence gathering capabilities of this software. Officers have the ability to attach as many photographs as needed to provide ample evidence of the violation, or even perhaps evidence of pre-existing vehicle

damage prior to a boot or a tow. The system is flexible and will be set up to meet or exceed your photo evidence needs. The officer may capture photographs associated to the citation at any point before printing the citation, which gives the officer the ability to capture sometimes vital information as conditions change in the field.

University System administrators also may upload and attach photographs to any account to support citations previously written in the field, including photographs taken from other devices that may be relevant to the citation or account.

iParq's system maintains a full history of all user activity, providing a complete date/time stamped audit trail of all actions and modifications made within the system.

6. Offer multiple ways to pay and adjudicate tickets.

Compliant. iParq's administrative and customer web interfaces accept any payment type the University System accepts, including credit cards (which may include Visa, MasterCard, Discover, and American Express), debit cards, ACH (checks), checking account, etc.. All payment types available to the parking customers on the public website are available to the University System administrator from the administrative website, and depending on his/her access level, the University System administrator may have additional payment options to offer the parking customer based on tender type or customer type (i.e.. cash, payroll deduction or student account payment acceptance).

Adjudications

iParq invented the process of online adjudication and understands that historically the appeals process has been both time-consuming and expensive for all involved. For over 23 years we have refined the system to help the parker make the "right choice" when deciding whether to pay or appeal. This means that when a parker goes online or comes to a front counter to pay, the parker can review pictures, location information, details of the citation (including a scan of any handwritten citations), dates the DMV was contacted, copies of the notifications sent, all previous citations they have received, outcomes from hearings, payment history, and all amounts due and why. The system design guides the parker with visual cues and readily identifiable evidence to encourage the parker to hit the pay button instead of the appeal button. This design increases collection rates and speed of collections for all iParq clients that use it.

If a customer appeals, all information necessary to make an informed adjudication decision is displayed for the hearing officer on one screen. Once a decision is made, a simple push of a

button will let the customer know the appeal decision, enter the decision in the record, and activate payment options as needed.

The system handles all types of adjudication (hearings) from 100% online adjudication, to online hearing scheduling, to paper applications, to manually created hearings. It is simply the most robust adjudication system ever built. We look forward to showing you the benefits and convenience of the system.

Hearing Module

Our Hearing module provides all requirements to successfully process a requested hearing. Clients have options for prepayment, custom forms including Level 2 Hearing forms, and automated communications.

7. Maintain up-to-date and accurate information on customers, vehicles, tickets, and fees. The solution should have a means for deleting or disposing of archived customers data after a period set forth by the requesting entity.

Compliant. iParq's system updates information in real time. Our data pruning or data purge process is by request only. When notified in writing by the University System, iParq will delete all records based upon the specified date range provided. Once completed, data is purged, and this process is non-reversible.

8. Provide electronic access to evidence for ticket-issuing officers.

Compliant. Your enforcement officers will have access to real-time information through their Galaxy A13 handhelds.

9. Provide images, audio and/or video of all documents, transactions and any other documents associated with a case or ticket.

Compliant. iParq's system tracks the citation in real time. Any files associated with the citation are available as soon as they are uploaded.

10. The system shall track the payment and aging of all tickets.

Compliant.

11. The system shall generate an electronic report of tickets issued at parking meters which shall include, at a minimum, the location of the meter and the ticket numbers issued.

Compliant. Our robust reporting system is flexible and easy to use. In addition to standard reports, ad-hoc reporting is a standard feature in the iParq system and can be easily used by any

authorized staff to create personalized ad hoc reports that give the user the exact information they need.

12. Administration of the system is critically important. The system must provide the ability to set up multiple types of user permissions, permitting one employee to access certain modules and certain data within those modules, which another employee could have read-only access to certain data with a group of administrators having full access, for example. The user permission will be controlled by the purchasing entity.

Compliant. iParq's system bundles several scalable controls for user security access to ensure only authorized personnel can access the system. User level management allows the University System to grant varying levels of access rights and security privileges, including void/dismiss citations, accept payments, read-only or insert/edit/delete ability, by simply choosing a jobbased "permission set" or by specific access selection for parking staff. Administrators will be given job-duty specific access to provide your staff with varying levels of access and modification capabilities pursuant to their responsibilities and security level.

13. A complete back-end auditing module must be included within the system and provide the ability to track log-in and log-out activity, as well as user actions during this time. Any changes to the system must be logged. Every transaction must have the ability to be recreated through the auditing tool. Every financial transaction will be completely tracked and able to be reconciled at any time.

Compliant. The iParq software keeps track of any changes, financial or otherwise, made to a citation or user account and provides extensive reports for audits. Authorized University System administrators have the ability to make modifications to edit, update, or correct any aspect of the parking citation, registered owner information, disposition and/or notes, but all history is preserved, and changes are logged and available for review in real time. iParq's system maintains a full history of all user activity, providing a complete date/time stamped audit trail of all actions and modifications made within the system.

14. The ability to add guest parking for special events.

Compliant. iParq supports guest parking permits.

15. Universities may be comprised of more than one campus. As such, the Offeror may be required to provide a system to encompass all campuses.

Compliant. Depending on the University System's needs, iParq can set up Child Accounts or other means to support permit sales and citation management across the system's campuses and provide a hierarchy of access for a global overview by a specified University.

Deliverables

PASSHE expects to achieve process efficiencies and cost savings through this collaborative Parking Management Solutions RFP. In order to achieve synergies, PASSHE expects the Offeror will propose a "shared services" model where resources are shared across campuses in key areas, including but not limited to:

A. Cloud-based Integrated Parking Access Revenue Control Systems (PARCS)

Compliant. Existing integrations and capable of additional integrations with scope.

B. Real-Time Dynamic Space and Vehicle Counting System

Not compliant. This service is not offered with our software and would be resident with the equipment/hardware installed by the parking operator if referring to vehicle ingress and egress.

If referring to permit sales, we are compliant.

C. Parking Guidance Signs (PGS)

Not compliant. This service is not offered with our software and would be resident with the equipment/hardware installed by the parking operator.

D. RFID Readers/Gate Operations

Not compliant. This service is not offered with our software and would be resident with the equipment/hardware installed by the parking operator. We can integrate with this system to ensure a valid permit exists.

E. Single Sign-On Capabilities

Compliant. iParq can implement all Single Sign On products.

F. Wayfinding/Brand and Preferred Optional Integrated Services, including:

1. Parking Pay Stations/Meters

Compliant - Integration with software only. iParq does not provide Hardware or installation services.

2. Mobile Payment

Compliant

3.Citation/Permit Management Software

Compliant

4.Enforcement Handhelds

Compliant

5.Collection Services

Compliant, and will integrate with any third party Collection Agency that the client prefers with appropriate executed MNDAs and indemnifications.

6.Mobile/Handheld License Plate Recognition Technology

Compliant, Mobile Device and Handheld. In addition, have existing integrations with Fixed/Vehicle ALPR vendors and the ability to integrate with any vendor the client chooses.

Value-added Services Attributes

Describe in detail any value-added services that your company can provide in addition to the services required herein. Identify whether your company is part of any state, national, or global network for information sharing on information security best practices or situational awareness. Provide information, knowledge, and suggestions of new concepts, products, use of technologies, and re-engineering opportunities that would enhance and benefit the State System.

POD (Permit on Demand)

iParq's event parking POD solution is a fully hosted, outdoor-rated, point of sale cellular handheld payment and online parking reservation solution designed to be intuitive and easy to use. We are a single source vendor for all your parking needs, with no third party providers required. We will provide all the hardware and software you need, and our system will meet or exceed the goals to manage parking for all events of any attendance size.

iParq's Event Parking Solutions:

- Allow your organization to **manage all parking sales** prior to and during events of any size.
- **Accept payments** online or in the field using any form of payment currently accepted by your organization.
- **Reduce shrinkage** by limiting the amount of cash handling in the field by accepting PCI Compliant credit card payments, while offering **tight controls** on payment handling, audit, and reconciliation procedures.
- Accurately **track payments** in real-time, access **audit-ready reporting**, and facilitate **best practices** for all cash and card handling processes from start to finish.
- **Reduce traffic** by increasing transaction speed and attendant accuracy.
- **Increase revenue** by accelerating the velocity of ingress or egress while offering **convenience** of multiple payment options and advance reservations.
- Flexible and easy to use **reporting tools**.
- A fully-hosted "always on" solution with 99.9% availability, 24 hours per day, 7 days per week, 365 days per year.
- Dedicated **customer support** available for your organization and the public by phone, email, and online.

Additional Features:

- **Leverage existing assets and save money.** iParq's system is web-based. Any computer with an internet connection and a web browser can access the system with the proper credentials. It works with your existing PCs, printers, and network infrastructure.

- **Complete audit trail.** iParq's system logs all user activity, providing a complete audit trail of any changes. These logs are available for review by your authorized administrators.
- **Intuitive design.** Anyone familiar with the web will instantly grasp how to use the system. The online ordering process is intuitive, using established website interfaces already familiar to your customers. Your customers will be able to order from the customer website with no training. The ordering process guides the customer through the checkout process, and uses tabs to allow the customer to go back to any previous step at any time.
- **Complete payment processing.** Our online payment website accepts any payment type your organization accepts, and our system is PCI compliant from start to finish. All payments are reflected in the system in real time. Unlimited upgrades. We will keep you up-to-date with your software and hardware at no additional cost, for the life of the contract. When software enhancements and new technology becomes available, you will be upgraded at no additional fee.
- No security concerns. We were the first parking vendor to achieve PCI compliance. Our security measures are the same as those used by banks and federal agencies, such as the FBI. Our cloud-based system and websites use SSL encryption. iParq protects against outside threats with firewalls, private keys, and multi-factor authentication for further protection.
- iParq delivers an always-on, reliable service. Historically, we have achieved 99.9% uptime. We were the first hosted solution for the parking industry. We understand that providing an available, always-on system is not an achievement – it's a requirement.

iParq equipment print receipts

Event transactions produce receipts that are printed out with the handheld unit at the time of sale by your staff. Your administrators may designate the content of the receipt at will, per catalog item sold, as a standard feature of the software. Further, the units can vend parking permits, handle handicap requirements, manage complimentary passes like taxi drop offs and much more.

POD Reporting

Permit on Demand (POD) provides the University System with all the tools needed to organize tracking of sales by user and location (audit trail), and clear audit-ready reporting. These processes, workflows, reports, and system capabilities work together to ensure best practices in cash and payment handling. In addition, iParq's cloud-based system provides complete audit trails of every transaction, including entry source, user, external systems (DMV, NLETS, Notice Fulfillment, Merchant Processor, etc.) and more. Even evidence has an audit trail, using independent third party verification when available.

POD administrative users have the ability to run reports in real time using any date range and time, down to the minute. Reports may be pulled by any combination of lots, users (staff), transaction type, and catalog item. Reports are available to be viewed online, may be downloaded in CSV or PDF formats, sent via email, or printed. Authorized administrators can use POD reports to check sales occurring in the field in real time, monitor cashier suspicious activity (or inactivity), in addition to preparing reports after all sales are finalized. Reports may also be utilized to verify and audit transactions by user, which are used to verify and audit ZTotal reports printed from the handheld.

Integrations with other equipment

iParq offers multiple solutions for iParq-generated credentials to be recognized as valid by other equipment and software. iParq is first and foremost a software company, and our systems can integrate with any 21st century system. Integration may be accomplished by iParq developed APIs or existing APIs to push data to or from their system (i.e., white or black lists). In either case, APIs are something iParq is very familiar with and have done frequently for other third party integrations.

API option workflow

iParq system generated barcode “whitelist” information is shared automatically through API with other systems.

Another option not requiring API is manual download and upload of whitelist information. Information such as barcode whitelists for online reservations may also be downloaded from the iParq system by your staff at any time, and uploaded to other systems to allow the barcode credential to be used at any reader-ready PARCS locations for customer entry or exit. This offers an alternative that is always available and may be useful to your organization even if APIs are in place.

Staff option workflow

- Your staff query iParq and download auto-generated barcode data associated with online sales.
- Your staff upload barcode data to other systems resulting in barcodes sold online accepted at PARCS locations of your choice.

iParq’s POD handhelds and printers have been used for many years to run

event parking at some of the largest event venues in the country, including Qualcomm stadium, Oakland A's stadium, and the San Diego Convention Center for Comic Con. The continuous use of these handhelds and printers while processing a high volume of transactions over long periods of time shows the equipment is proven effective in many real-world scenarios that are similar to the needs of your organization. Offering further battery and charging options only ensures functionality when your staff and operation need it most.

Terminology and Workflows

Lots

iParq's software offers unlimited lot location designations for events. An administrator can easily set up a new lot at will. The system has the ability to keep inventory of space counts at each location. Short descriptions of each lot will be viewable on the handheld device for straightforward sales.

Lanes

Unlimited lanes may be set up to track the in and out lanes in each lot and track which staff member is selling by each lane. The ability to assign cashiers to different lanes tracks sales by both cashier and location and offers more detailed reporting. It also allows your organization the flexibility to set up different credential requirements for different lanes. Lots with multiple lanes might be utilized to direct traffic in a certain direction, or require specialized credentials to limit who may enter (i.e. ADA reserved lots, oversized vehicle lots, general parking, etc).

Catalog Items

Unlimited Catalog Items allow your organization to sell as many types of parking products as needed, where needed. An administrator can easily add new Catalog Items at will, and assign items to the lots they are to be sold in. This feature allows your staff to easily and quickly sell multiple types of event tickets or parking credentials from the same handheld unit. Catalog items can be specified to particular lot locations so that event staff can sell event tickets that pertain to that location.

Items are then paid for and printed out with the handheld and printer combo at the time of sale by staff. Each staff member has their own login, and may be assigned to lots and specific lanes, and therefore the reporting feature is able to track all sales by cashier, products sold, and location. Staff user information and access level are individualized per staff member by user login.

Username are alphanumeric, and passwords are case sensitive providing secure individual logins that link each user to only the transactions conducted by that user.

Users

Users are your event staff, which are set up to have differing roles for events.

Cashier (i.e., attendant, cashier, field personnel)

Functions: Sales Only

Workflow: Greets customer in lane, receives payment, issues credential and/or receipt, blind drop deposit capability

Administrator (i.e., supervisor, manager)

Functions: Cashier Audit

Workflow: May perform "X Totals" for real time field audit or cash drop, and "Z Totals" for end-ofshift audit and clearing totals

Master Administrator (i.e., manager, administration, accounting)

Functions: All setup and reporting capabilities: Setup and view Lots, Lanes, Catalog Items, Prices, Payment Types, Reconciliation, Reports

POD provides your organization all the tools needed to create the proper separation of duties, organized tracking of sales by user and location (audit trail), and clear audit-ready reporting. These processes, workflows, reports, and system capabilities work together to ensure best practices in cash and payment handling, and also contribute to reductions in shrinkage.

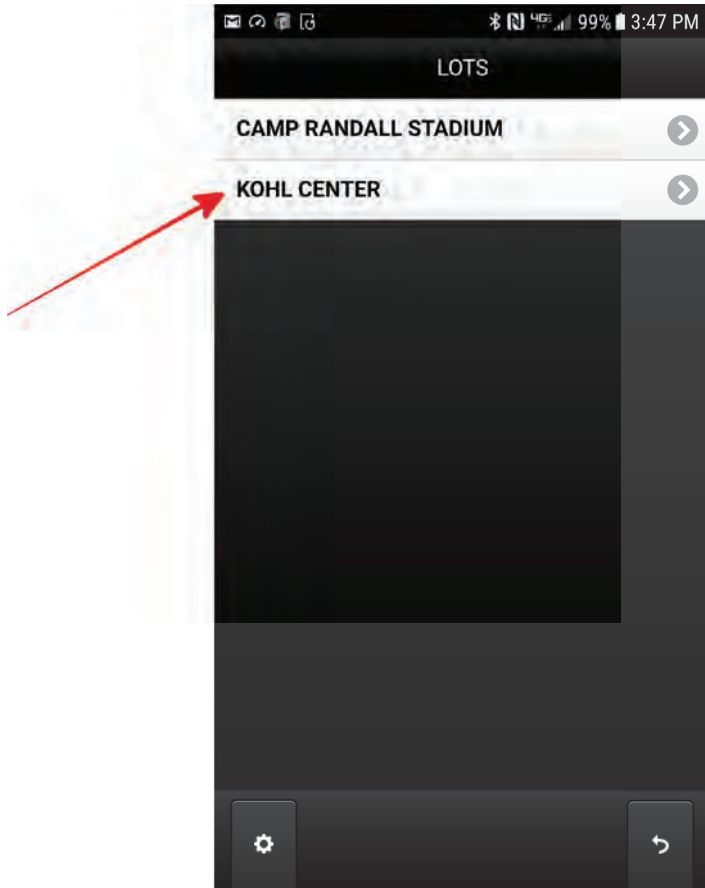
Set Your Pricing

Each parking product or catalog item (Lot, Lane, Credential, Ticket, Event, etc.) may be priced individually to be sold for any given event at will by the master administrator. Multiple Catalog Items, such as different rates for different lots, or multiple events occurring at the same time can be sold by one cashier with one handheld by assigning different catalog items to that location. Only the Catalog Items assigned and intended for sale appear on the handheld screen and are available for the field staff to sell. Prices are clearly indicated to the field staff on the handheld screen.

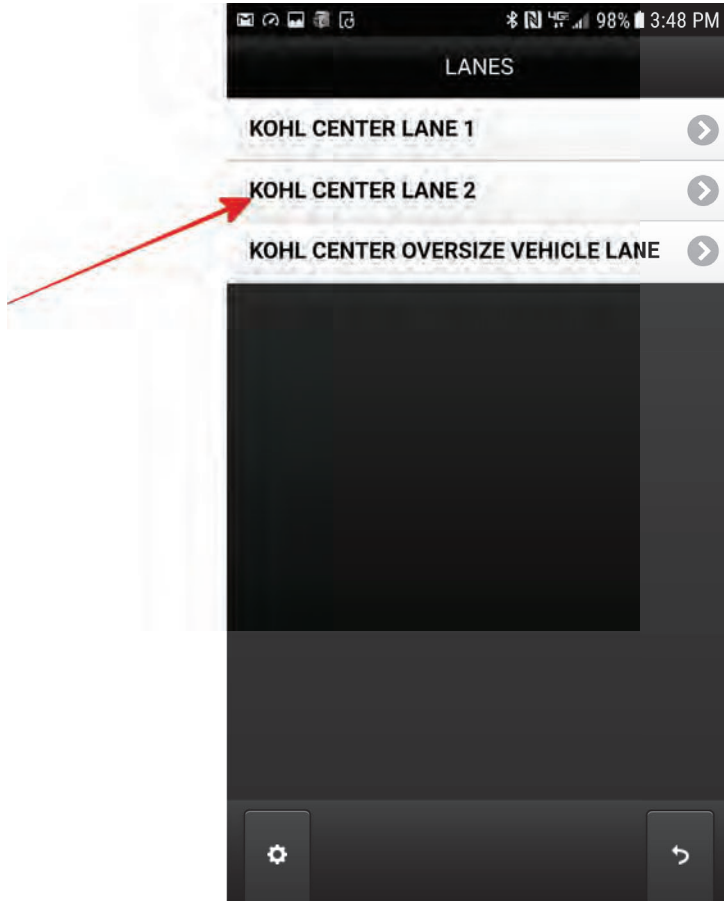
Please see examples of handheld screens on the following pages:

Examples of what the field staff see:

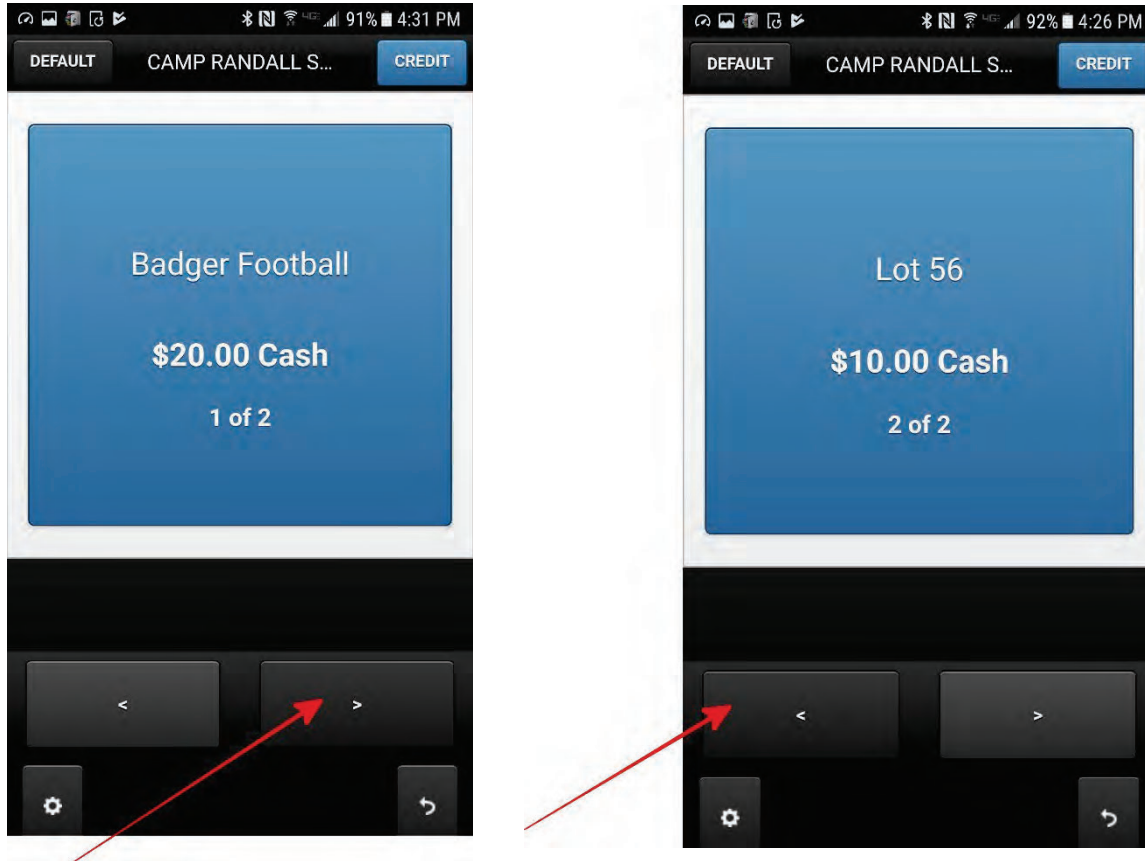
Cashier chooses assigned Lot with a tap:



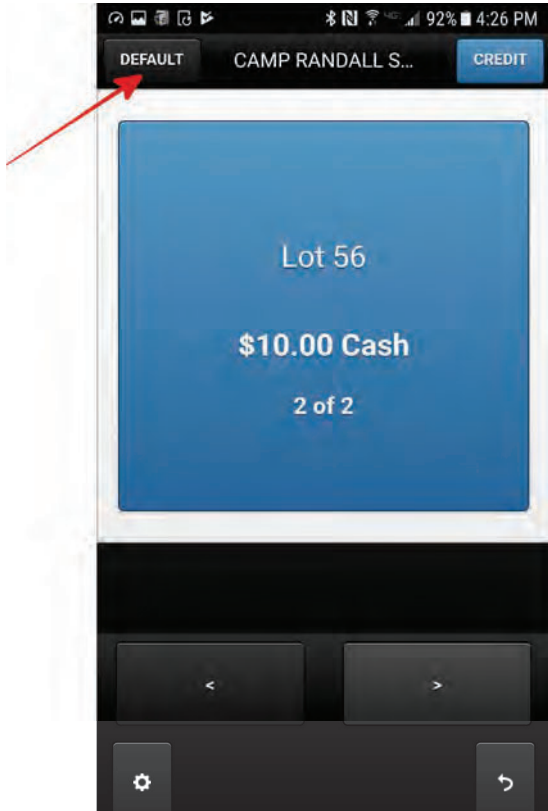
Cashier chooses Assigned Lane with a tap.



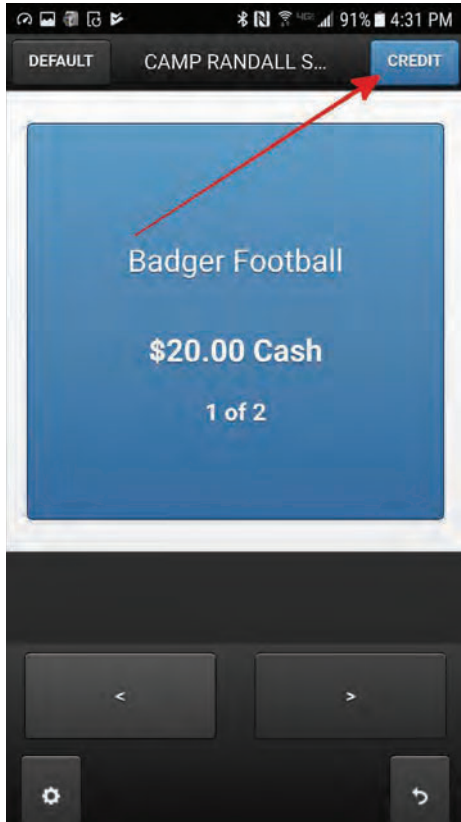
Cashier may scroll through each Catalog Item with forward and back arrows:



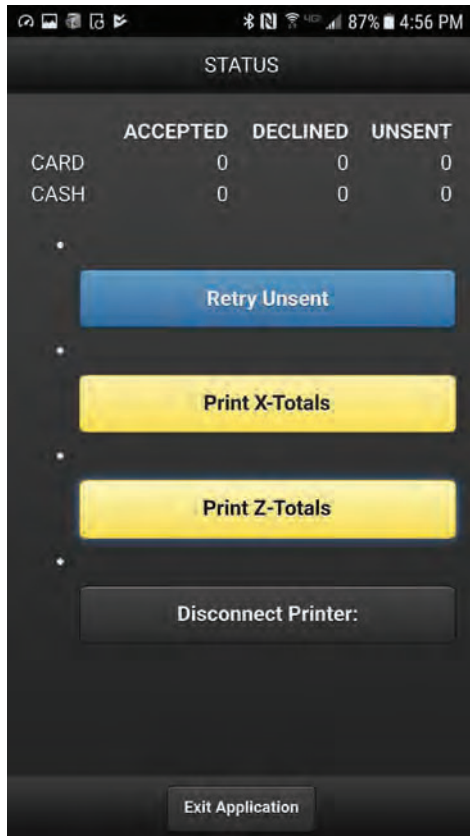
Cashier may set the most commonly used Catalog Item as “Default,” and POD will revert back to this item at beginning of the next transaction:



If Cash and Credit are accepted for the same catalog item, the cashier may tap credit to Tap, Swipe, and Print for a credit card transaction in under ten seconds:



Supervisors with the appropriate access level may audit any cashier at any time, transaction statuses may be monitored in real time, and cashiers may create blind drops during or at the end of their shift verified by supervisors with the following status and reconciliation controls:



User Interface

The user interface allows for both the supervisor and the field staff to easily gain the information they are each interested in.

Field Staff Interface

When Field Staff log in, the first screen on the handheld is Lots, which offers all of the location choices available for that cashier. All of the lots can be made available to all field staff, allowing the flexibility to send different cashiers to different locations without changing handhelds.

Because the cashier can change lots from the user interface, even if a cashier moves several times in one day, the reporting and financials are separated by lot, and if desired, by lane. Once a cashier is logged in to a lot and lane, all of the catalog items available for that lot and lane are available for sale with the push of an on-screen button.

Supervisor Interface

Supervisors may be assigned varying levels of access depending on the needs and rules of your organization. The information each staff member is interested in varies, and is available to

that staff member based on user access level. For example, supervisors may be granted access that is limited to only the audit and reconciliation of cashiers through the handheld interface or may be granted more access to pull on-screen reports for any information the supervisor is interested in through the online web interface, such as where devices are being used and by which users. Depending on the needs of your organization, appropriate user access is granted at the level needed for the role your organization staff member is fulfilling. Supervisors may even be granted administrative access, which will allow them to administer the Lots, Lanes, Catalog Items and Users. Administrative access allows for user-defined labeling, and the modification of all aspects of what is sold and where. In short, the POD system is designed to be flexible to the needs of your organization while maintaining the necessary separations between staff roles. Cash transactions can be reconciled any time as “blind drops” at any point during or after the cashier shift to identify and minimize cashier shrink or overages. Management has options for programming field hardware for diverse types of transactions and pricing.

Users with administrative access may program multiple types of transactions and pricing into the POD application through the web interface. POD can be set up to accept any form of payment or barcode credential your organization accepts, and prices may be set for an unlimited amount of parking products called Catalog Items. The options for selling multiple Catalog Items at multiple prices, including verifying and redeeming pre-sold credentials (which may or may not be associated with a white or third party blacklist), are diverse.

Accepting Pre-sold Credentials

Administrators easily set what payment types will be accepted and set prices through the web interface. If pre-sold credentials are accepted, the cashier will scan the barcode on the credential, and the system can be set up to check for the validity of the credential and record that it has been redeemed, eliminating the possibility of field staff accepting fraudulent or copied credentials. Real time processing allows the system to identify and prohibit entry if the pre-sold credential has already been used (either on the same day or a different day).

Selling Credentials with Multiple Prices

The ability to set an unlimited number of Catalog Items allows multiple products to be sold at varying prices. Catalog Items can be sold at any price your organization sets, with any form of

payment your organization accepts. If forms of payment or the valid credentials vary by Lot, the handhelds for each Lot may be set to only accept the forms of payment or specific to that Lot.

Handling Cash or Credit

POD may be set to accept any form of payment your organization accepts. Depending on the velocity of the type of payment accepted (by cashier), the handheld can be set up to allow that primary sale item to be the initial screen selection, expediting the transaction as a tap and print scenario. The flexibility of programming separated by Users, Lots, Lanes, and Catalog Item all ensure there is a proper audit trail and clear reporting of all event sales by User, Lot, Lane, Catalog Items, and Payment Type. your organization will know the who, what, where and when for every transaction all neatly organized in Reports for accurate reconciliation and auditing.

Other Features to Enhance Staff Efficiency

The user interface for the field staff is intuitive and designed to increase speed and reduce human error. When multiple Catalog Items are available for sale, the Cashier has the option to set the most-used item as default, which simply puts the most common item up first in the list of Catalog Items available for sale. Defaulting to the most common item eliminates the need for the cashier to make any choices after a transaction is complete. Once a transaction is completed, the interface is ready to take payment for the next transaction. Unless there is something different about the next transaction, the cashier simply pushes the on-screen icon to start the next sale. This increases transaction speed and reduces cashier errors from selecting the incorrect Catalog Item. Which reduces lines at your facilities.

Online Customer Interface

iParq offers multiple options for customers to purchase event parking in advance, to make parking reservations, pre-purchase credentials, or to simply find event parking information online. The customer-facing interface is a customizable webpage that reflects your branding, such as a logo, color, header, and footer based on graphics approved by your organization. The page will offer event parking sales, reservations, and information relevant to your organization's needs, and will behave like a part of your organization website.

The customer-facing interface allows customers to make Event Parking Reservations or prepurchase Event Parking Permits. Your administrators can customize the information presented and offer different products for sale, which allow parking customers to pre-purchase

event parking, and print barcoded credentials that serve as entry into the lot when presented to field staff at the event.

Management Workflow

Your iParq-trained staff will use the administrator web interface to set up all of the online Event Parking pre-sale and reservations for the public to purchase online. Online Event Parking sales may be set up in advance for all planned events throughout the year, and can be added or removed at will. Your organization has complete control over what permits or reservations are offered, how many are available, what dates they are valid, what price, and more.

Parking Customer Workflow

Customers may log-in to the customer interface at any time, day or night, and can pre-purchase their event parking credential through a simple registration and payment process. The purchase is complete with the creation of an immediately printable barcoded permit. The permit can include custom information useful to the customer such as directions to the specific lot they have purchased parking in and more. The day of the event, the parking customer will present the barcode credential to the field staff, who will then scan the barcode and grant entry. If field staff are not part of the workflow for the event, the credential may be displayed in the vehicle as a valid permit.

Administrative Interface

iParq gives your organization complete control to offer a wide variety of Event Parking options and products, including the ability to change how the event is presented to field staff. The internal-facing interface for event parking offers unlimited lot location designations for events. An administrator can easily set up a new lot at will. The system has the ability to keep inventory of space counts at each location. Short descriptions of each lot are viewable on the handheld device for straightforward sales. In addition, lanes may be set up to track each lot's in and out lanes and track the sales location of each staff member.

Example of internal interface showing administrative setup of lots:

The screenshot shows the iparq Intelligent Parking web interface. At the top, there is a navigation bar with the iparq logo and several menu items: Lots, Lanes, Print Info, Roles, Catalog, Users, Reports, and White Lists. Below the navigation bar, there is a header section with the text 'Organizations' and a dropdown menu showing 'zach' and 'Zach's University EVENTS'. A 'Log Out' button is also present. The main content area is titled 'Lots' and contains a table with the following data:

Name	Capacity	Occupancy	Organization	
Kohl Center	300	0	Zach's University EVENTS	Edit
Camp Randall Stadium	200	0	Zach's University EVENTS	Edit

At the bottom left of the interface, there is a blue button labeled 'Create New Lot'.

In the example above, note that the administrative user can create an unlimited number of Lots using the "Create New Lot" button. While creating a new lot, the admin sets the Capacity of the lot, which is tracked in real time by sales in the field, represented in the Occupancy column to the right of Capacity. The field staff are then prompted to discontinue sales when the lot is full, eliminating the need for physical lot counts.

Example of internal interface showing administrative setup of Lanes within each lot:

The screenshot shows the iparq software interface. At the top, there is a navigation menu with items: Lots, Lanes, Print Info, Roles, Catalog, Users, Reports, and White Lists. Below the menu, there are fields for 'Organizations' (zach) and 'Zach's University EVENTS', and a 'Log Out' button. The main section is titled 'Lanes' and contains a table with the following data:

Name	In/Out	Lot	
Camp Randall Stadium			
ADA Only Lane	In	Camp Randall Stadium	Edit
Lane 1	In	Camp Randall Stadium	Edit
Kohl Center			
Kohl Center Lane 1	In	Kohl Center	Edit
Kohl Center Lane 2	In	Kohl Center	Edit
Kohl Center Oversize Vehicle Lane	In	Kohl Center	Edit

At the bottom left of the table area, there is a blue button labeled 'Create Lane'.

In the example above, note that the administrative user can create an unlimited number of Lanes. This allows the administrator to track the in/out Lanes within Lots and assign cashiers to specific Lanes. This feature allows for detailed reporting, the flexibility to divide large lots into sections, and create different price points for different parking areas. In the above example, the “Kohl Center Oversize Vehicle Lane” represents how the ability to name the Lane might offer functionality for workflows in the field, such as clearly naming locations that are otherwise difficult to describe and communicate to staff. The flexibility in the setup allows your organization to customize and establish workflows, which are then described and executed by the system. Your organization staff are the event operations experts, and POD allows your administrators to configure the system to handle their specialized and specific needs.

Example of internal interface showing administrative setup of catalog items:

Catalog Items

Short description	Price	Active ?	Long description	No Print	Enable Scanning	Verify Scan	License Plate	TAP Card	Cash	Credit	Upload date	
BADGER1	\$40.00	Y	OVERSIZE - Cash						✓		06-20-2017	Edit
BADGER2	\$40.00	Y	OVERSIZE - Credit							✓	06-20-2017	Edit
GENCASH	\$20.00	Y	General - Cash						✓		06-20-2017	Edit
GEN-CR	\$0.02	Y	Badger Football						✓	✓	06-20-2017	Edit
GENCRED	\$20.00	Y	General - Credit							✓	03-21-2017	Edit
Lot 56	\$0.00	Y	Go Badgers!		✓	✓			✓	✓	06-27-2017	Edit
PRREGI	\$0.00	Y	Reservation - Scan		✓						03-21-2017	Edit

[New Catalog Item](#)

In the example above, note that the administrative user can create an unlimited number of Catalog Items. Catalog Items can be set up to sell any parking product. The administrator has the ability to name the product, set the price, and configure which payment types the POD handheld will accept indicated by the green check marks above. Products can be configured in different ways, which gives management options for changing the way an event is presented to field staff. In the example above, Catalog Item “Lot 56” is configured to accept multiple payments from one Catalog Item. In the “BADGER1” and “BADGER2” examples, separate Catalog Items are set up to sell by separate payment types for the same Lot. In both the “Lot 56” and the “BADGER1 & 2” examples, the cashier is capable of selling the Lot from one handheld, but the Catalog Item is presented on screen to the field staff differently. Both accomplish the same goal of selling the parking in the Lot, but may have certain advantages depending on the needs of your organization. Because Catalog Items are flexible and can be named, priced and limited by transaction type, any number of set up combinations can be utilized to accommodate

any event parking product or sales situation. The set up is easily customized by your administrators, and the field staff are able to run transactions with the fewest “clicks” possible.

Integrations with Other Systems

Application Programming Interface (API)

iParq is first and foremost a software company; integrations are easily accomplishable with nearly any 21st century system through APIs. iParq currently handles multiple ongoing integrations through Application Programming Interfaces without complication.

Extraction or Insertion of Data

POD offers a full suite of reporting tools with export functionality, which allows your organization to extract all of their data at any time. POD imports validation lists which allows your organization to insert data to verify barcode scans against a set list of known barcodes for the purposes of “whitelist” or “blacklist” credential functions.

POD Reports (Field Staff Sales)

POD administrative users have the ability to run reports in real time using any date range and time, down to the minute. Reports may be pulled by any combination of lots, users (staff), transaction type, and catalog item. Reports are available to be viewed online, may be downloaded in CSV or PDF formats, sent via email, or printed. Authorized administrators can use POD reports to check sales occurring in the field in real time, monitor cashier suspicious activity (or inactivity), in addition to preparing reports after all sales are finalized. Reports may also be utilized to verify and audit transactions by user, which are used to verify and audit ZTotal reports printed from the handheld.

Pre-Sale Reports (Online Sales)

All online transaction reporting is available to your administrators through iParq’s Standard Transaction Detail Report. The Transaction Detail Report encompasses all of the reporting required to track online sales. Using iParq’s ad hoc reporting tool, the Standard Transaction Detail Report fields can easily be narrowed to only show user-defined information relevant to the specific administrator using the report. Once an administrator has created the ad hoc report to suit their needs, that report remains available for the administrator’s future repeated use as a Personal Report. Personal Reports may be viewed online, downloaded, printed, and emailed.

Administrators may also schedule reports to be automatically generated and sent to their email inbox on a specific date/time or interval.

The ability to auto-generate and schedule reports allows each administrator to automatically query for the user-defined information relevant to their specific role. The Transaction Detail Report tracks all online sales in detail, and includes the following fields as needed:

- Transaction ID
- Date
- Amount
- Status
- Transaction Type
- Payment Type
- Account #
- Order #
- Customer Name
- Transaction Entry Source
- Permit Amount
- Event Amount
- Recurring Amount Payee
- Name
- Response Code Response
- Message
- Note
- Parent Transaction
- Transaction Terminal
- Institution
- Gateway Transaction ID
- Items
- Merchant Account

iParq’s administrative site provides a standard suite of commonly used reports, which can be easily accessed, sorted, viewed online, and exported into universal formats, such as PDF, CSV, and Excel. Standard reports are generated in real time, using upto-the-second data

from your database. All data captured in our system can be queried and reported in real time by an authorized administrator.

Standard Reports Relevant to Online Sales:

Transaction Detail Report Example (viewed online)

Transaction Detail Report		Schedule																			
Transaction ID	Date	Amount	Status	Transaction Type	Payment Type	Account #	Order #	Transaction Entry Source	Notice Amount	Notice Fee Amount	Permit Amount	Shipping Amount	Recurring Amount	Payee Name	Response Code	Response Message	Note	Parent Transaction	Transaction Terminal	Institution	Gateway Transaction ID
4227988	06/28/2017	\$20.00	Completed	Payment	Electronic Check	123456789	3701896	Customer Site			\$20.00	\$0.00		ZACHARY H COOK	1		Transaction via SlingCustomerOrder	0		University of Wisconsin - Madison	4227988

Customer Order Information Report Example (viewed online)

Customer Order Information		Schedule																			
Bar Code	Valid Start	Valid End	Unit Amount	Shipping Amount	Order Number	Date Ordered	Permit Status	Issue Date	First Name	Last Name	Email	Address 1	Address 2	Address 3	City	State	Vehicle Count	Permit Type	Extra Field 1	Extra Field 2	Extra Field 3
4509765	11/07/2017	11/08/2017	20.00	0.00	3701896	06/28/2017	Active	06/28/2017	Zach	Cook	zcook@parq.com	129 W Anywhere St			Tempe	AZ	1	Kohl Center Events - Parking for Foo Fighters - Nov 7			

Each of the above reports are relevant to online sales and would list every transaction within the defined timeframe (there is only one test transaction reflected here). More specific ad hoc reports can easily be created and sorted by administrative users specific to their job function as described in section 4.3.9 above.

Standard Reports Relevant to Field Sales:

Cashier Reports Example

The following example shows what fields can be selected to generate Cashier Reports by Time, Lot, Attendant(s), Transaction Type, and Catalog Items. Reports are then generated to reflect the specific information the admin is looking for, or all of the information available by selecting all of the options available. Any report may be viewed online or exported in CSV or PDF format, and emailed.

Query Interface

Example Report

UW-Madison-Test Totals 06/09/2016 00:00:00 -- 06/09/2017 23:59:59

Cashier	Device	Count	Successful	Fail	MC	Visa	AMEX	Discover	CC Total	Cash	Voucher	Total Amount
All Cashiers	All Devices	416	407	9	\$39.00	\$0.00	\$0.00	\$0.00	\$39.00	\$3,086.00	24	\$3,117.00
jasoniparq1	359775072094596	2	2						\$0.00	\$16.00	0	\$16.00
jasoniparq1	990004912139098	59	59						\$0.00	\$472.00	0	\$472.00
uwm1	355301075734627	8	8						\$0.00	\$95.00	1	\$95.00
uwm1	359775072025277	6	6		\$21.00				\$21.00	\$3.00	2	\$24.00
uwm1	5b7413b66f008fc4	1	0	1					\$0.00	\$0.00	1	\$0.00
uwm1	93c604f614d72556	2	2		\$6.00				\$6.00	\$0.00	0	\$6.00
uwm1	990004922323419	93	88	5	\$12.00				\$12.00	\$574.00	16	\$578.00
uwm2	990004912139098	79	79						\$0.00	\$632.00	0	\$632.00
uwm2	990004922323419	7	4	3					\$0.00	\$25.00	4	\$25.00
uwm3	990004922323419	1	1						\$0.00	\$5.00	0	\$5.00
uwm4	990004912139098	39	39						\$0.00	\$312.00	0	\$312.00
uwm5	990004922323419	119	119						\$0.00	\$952.00	0	\$952.00

Vouchers Report Example

The vouchers report provides reporting on all event parking pre-sale barcode credentials accepted in the field through the POD handheld.

Query Interface

Zach's University EVENTS Vouchers Report

Choose Lot

Start Time:

End Time:

Find Transactions Report Example

Find transactions allows administrators to look up specific transactions by Time, Last four digits of credit card number, Name or Authorization Number.

Query Interface

Zach's University EVENTS Transactions

Start Time:

End Time:

Last 4 of CC #

CC Name

Authorization Number

Search Across All Organizations

Financials Summary Report Example:

The Financials Summary Report allows administrators to query financial summaries by Date providing a clear report summary of all transactions within the date range.

Report Summary: 06/01/2017 00:00:00 - 06/28/2017 23:59:59							
Returns	# of Returns	Chargebacks	# of Chargebacks	Sales	# of Sales	Net	
Collected By iParq							
American Express	\$0.00	0	\$0.00	0	\$0.00	0	\$0.00
Discover	\$0.00	0	\$0.00	0	\$0.00	0	\$0.00
Visa/Mastercard	\$0.00	0	\$0.00	0	\$0.02	1	\$0.02
Unknown CC	\$0.00	0	\$0.00	0	\$0.00	0	\$0.00
Collected By Zach's University EVENTS							
Cash				\$40.04	3		\$40.04
Vouchers					3		
Totals							
Totals	\$0.00	0	\$0.00	0	\$50.06	7	\$50.06

Because iParq is a fully hosted system, it is accessible from any internet enabled device such as a computer, tablet, or cell phone 24/7/365. Only an internet connection and browser are needed, which means that iParq's system will work with your organization's existing infrastructure, and any internet-ready device. iParq's historical uptime exceeds 99.9%, ensuring that the system is always available for your parkers and staff. It will simply always be on and ready. This user-friendly system is flexible to meet the needs of your organization today and tomorrow.

Additionally, iParq is routinely audited and tested by outside agencies. iParq will provide copies, on a confidential basis, of all security and other audits to your organization upon request.

Data Query

iParq offers a full suite of reporting tools with export functionality, allowing your authorized administrators access to extract all of your organization's data at any time. APIs may be utilized to facilitate data access between systems as needed. If additional queries are required beyond what is currently available, our Client Services, Operations and Development staff are always available to assist.

APIs

iParq can work with existing or develop custom APIs as needed. During implementation, iParq's development team will work in the background to ensure that all custom development work (if any) is performed on time and exceeds expectations. The most typical development work is the connection to APIs or the creation of custom reports. We take great pride that our development team is composed of leaders in the development community, and several have traveled the U.S. lecturing about software code, as well as being published authors in their field of expertise. If your organization requires any code work to be completed, the iParq development team is experienced and ready to develop what is needed.

The specific End User data that is collected from parking customers will be defined by your organization before implementation.

End User Data Import

End User data may be imported from universal format files to identify any affiliates that your organization may want to grant access or priority to purchase specific parking products based on affiliation status for "whitelist" or "blacklist" functionality. Examples of End User data that may be relevant to your project, known as "Extra Fields," include Student ID, Faculty ID, phone number, Last Name, or others. Extra Fields allow your organization to offer parking products exclusively to affiliates that meet certain criteria, allowing your administrators to set up parking products specifically for known individuals or groups. The system can then be set to autoapprove specific products for online sales to individuals meeting the set criteria, while concurrently selling other products to the general public not meeting the set criteria.

Note on End User Data: iParq's systems are designed to allow compliance with FERPA requirements, and iParq never intentionally stores sensitive information such as SSNs. iParq maintains the highest security control standards in the industry, as demonstrated by third party audits conducted by law enforcement agency partners.

End User Data Export

Your organization will have access to all End User data accessed from iParq's full suite of reporting tools with export functionality. Data may also be exported through existing or development of APIs.

Payment Handling and Information Flow

Field Sales Payment Processing

When customers arrive at the event, they are greeted by your attendants equipped with iParq POD Handhelds and Printers. The customer pays the attendant with any form of payment your organization accepts or presents a barcoded pass that was purchased in advance. Our systems were developed based on accuracy and expediency to avoid queues at the ingress, thus, our steps for processing are minimal and straightforward.

Flow of information and payment from start to finish

If the customer presents a barcoded parking pass, your organization attendant will scan the barcode and the system will check the validity of the pass in real time. If the pass is valid, the customer then proceeds to park. If the pass is invalid, the attendant will request payment or deny entry. Barcoded passes are tracked and recorded for reporting and auditing purposes. Barcoded passes may also be utilized to open barrier gates, when set up as a valid credential in PARC Systems equipped with barcode readers.

If the customer presents cash to the attendant, the attendant taps the Cash icon, and the printer issues a receipt and/or a permit to be displayed on the dash, if applicable. The customer proceeds to park. Cash transactions can be reconciled any time as "blind drops" to identify and minimize cashier shrink or overages.

If the customer presents a credit card to the attendant, the attendant taps the Credit icon and swipes the credit card on the printer. Payment information is then securely sent via data connection to the authorization network for approval. Within seconds the transaction is approved or denied. Upon approval, the printer issues a receipt and/or a permit to be displayed on the dash, if applicable. The customer proceeds to park. If declined, the cashier requests another form of payment. The entire process typically takes less than ten seconds.

In the background, the transaction is securely uploaded to the authorization network. Money is then transferred to your bank account (typically settled the next day). The process is 100% PCI compliant from start to finish.

Online Sales Payment Processing

When customers visit the website to pre-purchase barcoded parking passes, they are greeted by a web page that is similar to any online shopping website that customers have already

encountered and are familiar with. The interface clearly shows the event parking products for sale by name of event, date, and location. After choosing the product or products the customer wishes to purchase, the items are added to a shopping cart, and the customer is guided through the checkout process.

Customers may use any form of payment accepted by your organization. When the checkout process is started, the flow of information and money begins with the customer creating an account. The account allows your organization to collect any information that is desired such as name, email, phone number, license plate, and more. The account also allows the customer the ability to reprint any barcoded passes they have purchased, and keeps a record of purchases available both to the customer and your organization.

Flow of information and payment from start to finish

Product Selection



Customer Account Creation or Login

Sign In / Create Account

ACCOUNT

Sign into Your Account

User Name

Password

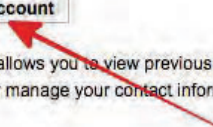
Sign In

[Need help signing in?](#)

You are required to **Sign In** to register your vehicle. If you do not already have an account, you can:

Create a New Account

Creating an account allows you to view previous orders, update registered vehicles or manage your contact information.



Create New Account

To create an account, enter username, password, name, and at least one form of contact information (email, phone, or address.)

Username and Password

Usernames must be 3 to 100 characters long and passwords must be 7 to 100 characters long. Your password cannot be the same as your username, and must contain at least one letter and one numeral or symbol. Usernames and passwords are case sensitive.

***Username** Your email address makes a good user name

***Password** Enter Password: Enter Password Again:

Contact Information

You must provide your name and at least one form of contact information: Email, Phone and/or Address.

***Name** First Initial Last

Email

Address Shipping
(line 1)

(line 2)

(Box # / Department)

City **State** [Select] **Zip Code** -

Country United States of


Password Recovery


The following information is used to help you gain access to your account in the event that you forget or misplace your password.

Security Question* Select a security question. This question will be visible by system administrators.
[SELECT]

Security Answer* Create an answer to your security question. This answer will be visible by system administrators.

Password Hint* Create hint for your password. We recommend that you do NOT use your actual password. The hint will be visible by system administrators.

I'm not a robot  reCAPTCHA
Privacy - Terms



Select Payment Type

Checkout


1. Shopping Cart | 2. Additional Info | 3. Shipping / Billing | 4. Review | 5. Complete

1. Delivery method:
No shipping types have been selected.

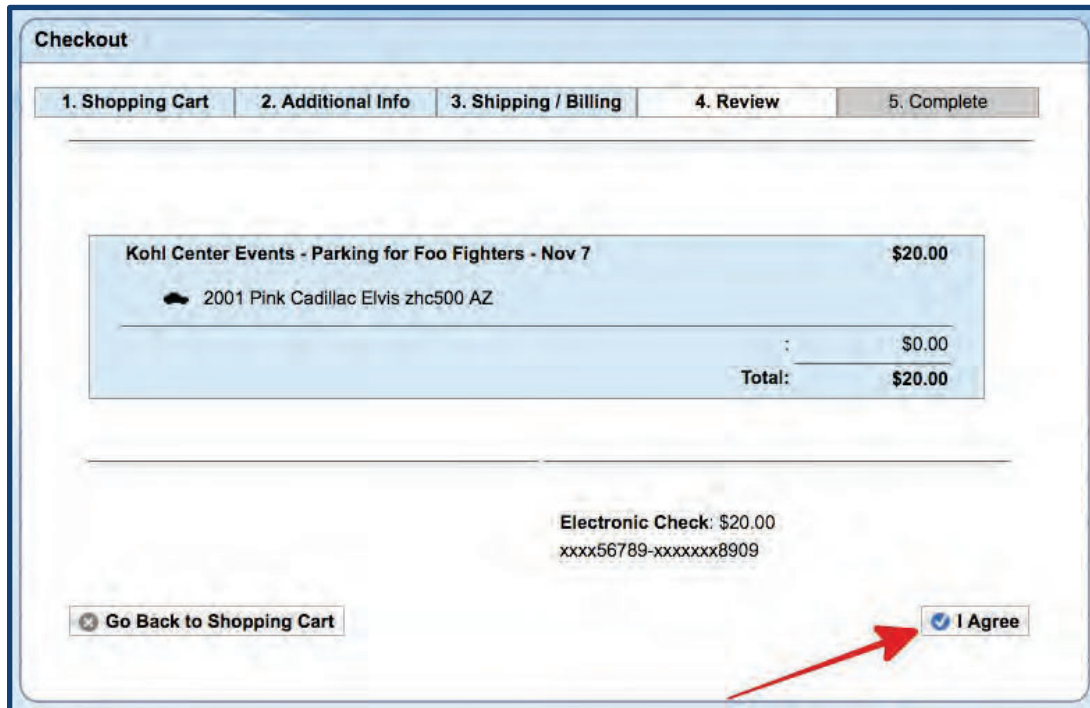
The order total comes to \$20.00 plus shipping. What payment method do you want to use?

New Method

Payment Method: [SELECT]



Customer Review, Clicking "I Agree" starts Payment Process



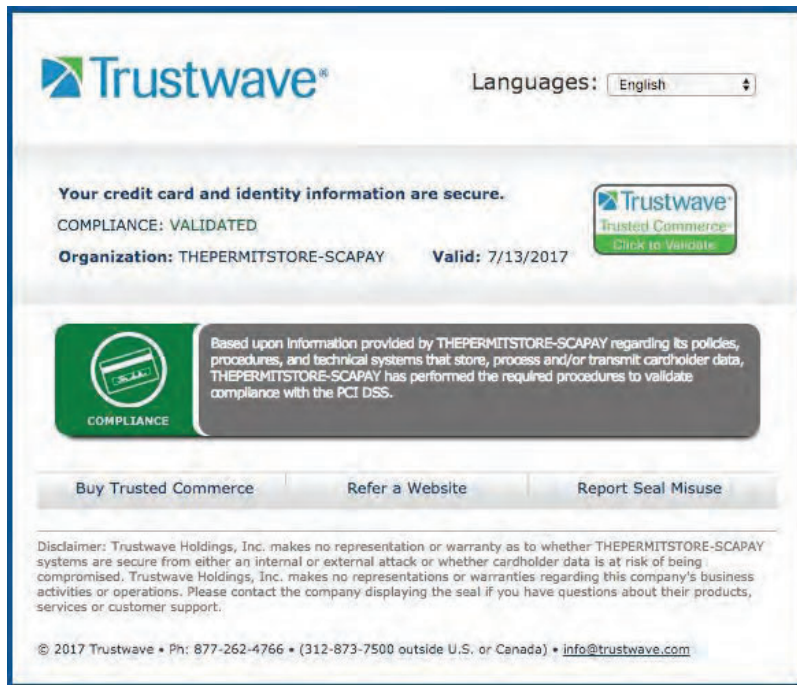
Payment information is then securely sent to the authorization network for approval. Our system receives approval from the authorization network and sends notification to the customer. The customer is prompted to print barcoded passes for future use at the event (or may print later by logging into account). The transaction is securely uploaded to the authorization network and the iParq system emails the customer a receipt. Money is then transferred to your bank account (typically settled the next day).

iParq PCI Compliance

iParq was the first parking company to obtain PCI compliance and all of our systems and servers are PCI DSS-compliant. Processing of credit card transactions is handled by SSL encrypted SML connection between iParq servers and Authorize.net. Use of a CIM package provided by Authorize.net further secures all credit card information for future billing. iParq only possesses a token, which is passed back to Authorize.net to confirm the credit card information is valid. iParq only stores PCI compliant information, and does not store credit card numbers.

iParq continuously monitors and maintains PCI compliance on all of its servers and systems, and will continue to do so. To ensure compliance, we utilize Trustwave as an independent resource to provide periodic vulnerability scans on our system. We have provided the following copy of our current PCI Certification for your reference and the results of our latest vulnerability

scan. To provide a high level of assurance to our client, this certificate is updated in real time and is always available for iParq clients to view online.



Furthermore, iParq has never had a security breach, intrusion, or unauthorized access to cardholder data. Pursuant to iParq’s NLETs approved security policy, iParq will assume responsibility for notifying all affected customers and the Chief Information Security Officer in accordance with applicable law. Since iParq has never encountered a security breach, we have been able to maintain the appropriate PCI status level required based on the volume of transactions processed. As such, any vendor with a PCI level higher than required based on transaction volume, has experienced a security breach.

Merchant of Record

iParq has extensive experience in all permutations of payment processing configurations between institutions, iParq, authorization networks, and banks. In the payment processing examples outlined above, iParq has explained the use of our preferred payment processor, with transfer of funds to your organization bank account. However, this is not the only option available. iParq does allow for your organization to be the Merchant of Record, and we have experience integrating with other payment processors. iParq offers both outside payment processing and Authorize.net as processing options to your organization.

Information Security

Security is a top priority at iParq. Fraud prevention processes occur at the both the user level and system wide.

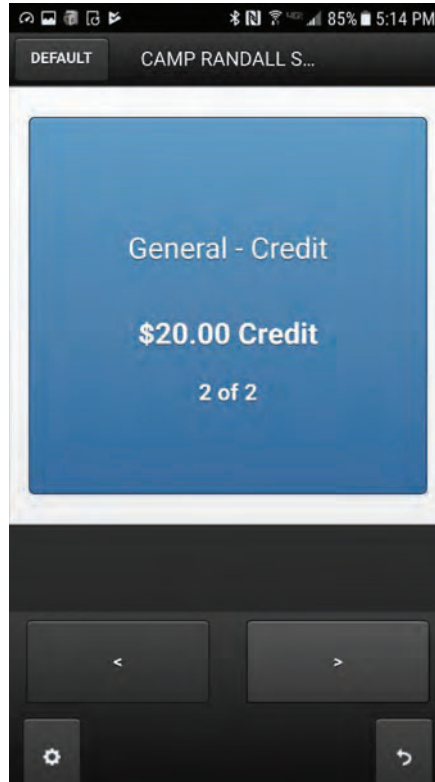
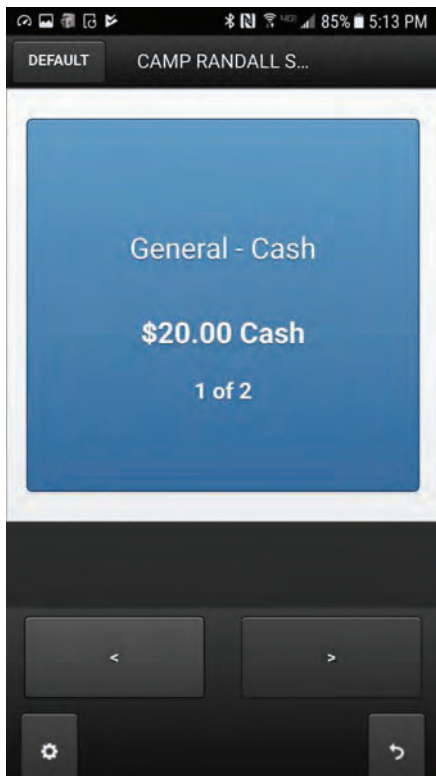
User Level Data Security:

iParq's program bundles several scalable controls for user access security to ensure only authorized personnel can access the system. A unique log in ID and password is given to each of your staff members, and this individual account reflects the access defined for that user. User level management allows your organization to grant varying levels of access rights and security privileges, including read-only or insert/edit/delete ability, by simply choosing a job-based "permission set" or by specific access selection for parking staff. Set up of a new user takes less than a minute. There is no limit to the amount of administrative users your organization can create. Furthermore, an authorized administrator can revoke an individual's administrative access any time in mere seconds.

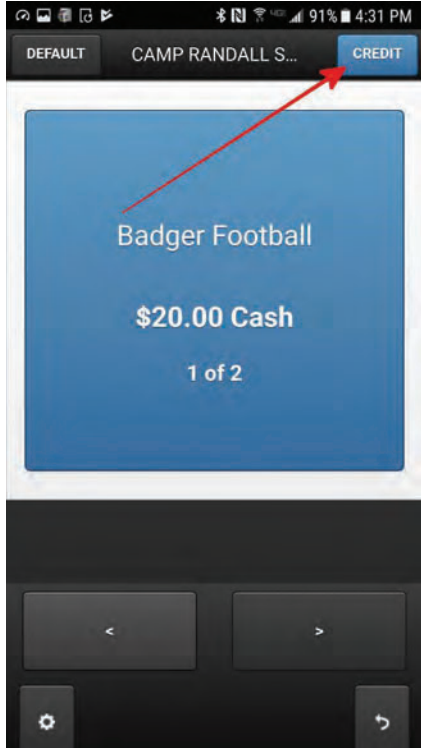
Payment Options in the Field

iParq's POD setup is flexible and can be configured in a variety of ways to display Catalog Items for sale and to accept different forms of payment. The following is a simple scenario in which the field staffer is assigned to one lane at Camp Randall Stadium and is only able to accept cash or credit for one "General Parking" Catalog Item at \$20.00 per vehicle.

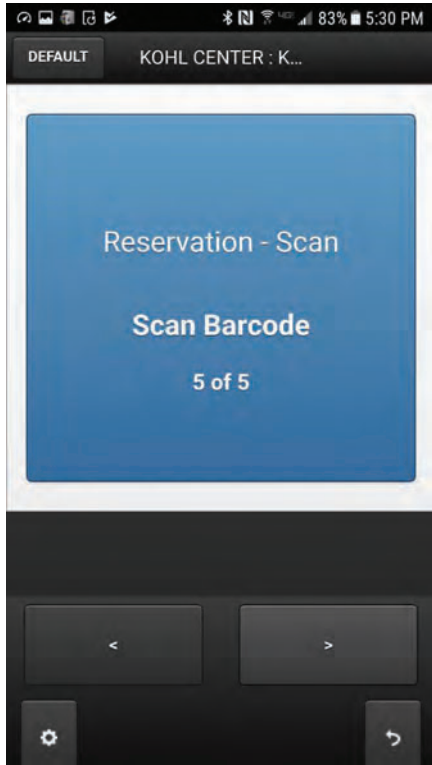
In this setup, the cashier simply scrolls using the left or right arrows to the appropriate payment type and taps the Catalog Item square. The entire process is Tap, Tender Cash or Swipe Card, and Print permit, and only takes seconds.



In the same scenario, the user interface could be set up to have one Catalog Item button and require the cashier to select “credit” from the same screen to process credit transactions. This one screen approach is especially helpful when the cashier has multiple Catalog Items for sale. Both setups accomplish the same end but provide your organization with the flexibility to set up the interface according to the needs of the operation.



An unlimited number of Catalog Items may be set up, and the handheld will be configured to accept any form of payment or barcode credential. Barcodes, typically from the pre-sale of parking reservations, may be scanned by the handheld to record entry. A lot where reservations are expected may be set up for the field staff to Tap, Scan Barcode, and Print Permit. All field staff workflows take only a few seconds, ensuring transaction times are minimal, and ingress occurs smoothly.



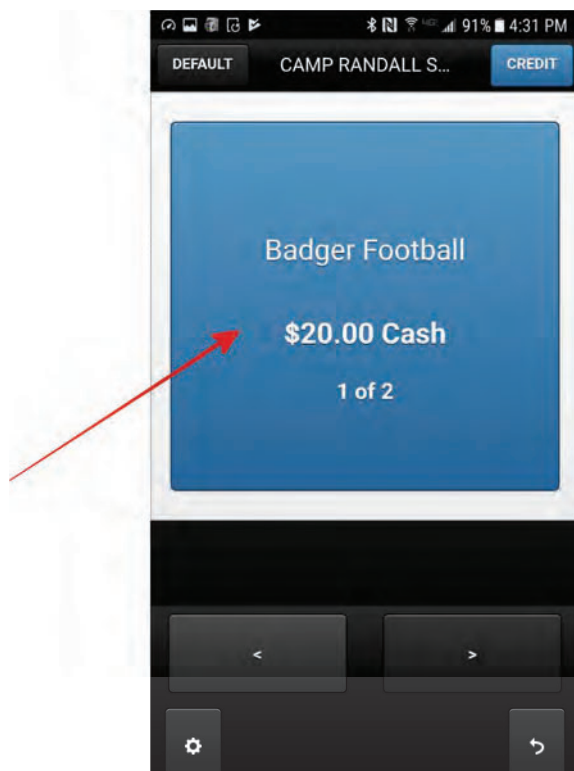
Field Staff Sales Workflows:

- **Accepting Cash:** Tap, Tender, Print
- **Accepting Credit Card:** Tap, Swipe, Print
- **Accepting Barcode Credential:** Tap, Scan, Print

Simple workflows with fast transaction times result in five-star customer service and cashier accuracy.

Field Attendant User Interface

The following light blue Catalog Item titled “Badger Football” is tapped by the cashier, then payment is accepted and the permit prints on the printer. Example of Catalog Item on screen:



Event Planning Portal

iParq's Event Planning Portal (EPP), allows our customers to manage all aspects of event planning for your organization. In addition to parking needs, the EPP gives your internal departments the ability to request resources Equipment, Personnel and Transportation.

Departments can make inquiries for resources and confirm vendors including in-house parties or external (third party) entities. The portal allows online payments by both the Event Organizer and their customers, allowing for payment via in-house invoice process (Scope TBD) or via accepted credit card methods through client or iParq merchant processors. This module is also compatible with third party systems, such as Single Sign-On (SSO), Merchant Processor, and Enterprise Resource Planning (ERP).

Build Custom Events

Provide customers with a simple, online form that you can track through every step of the event process. Set specific resource allocations from cones to people to spaces with your rates for each event, while maintaining full control of your inventory.



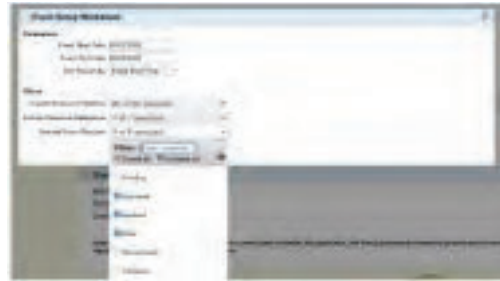
Build Custom Event Request Forms

Not sure what to ask for? No problem. Our customizable form allows you the chance to get as detailed as you want to be when requesting details from those that wish to host an event at your site. Making fields optional or required gives you the chance to allow for flexibility with your Event Requester.



Build Custom Invoices

Every event needs a process for payment. This reservation System will give you the means to brand your Invoices so that customers can pay you without second guessing you, or the decisions made.



Online Payment Portal

Even if the events span for days, you will have a tracking process that breaks down the event into daily activities making it easier to understand and digest. Taking payments will be a breeze with either over-the-counter payments for that customer friendly touch, or a convenient online approach allowing your customers to take care of it from anywhere.

Analytics: Robust reporting feature.

Analyzing your data has never been easier with all of the reporting functions housed in one place. All the transactions happening in real-time are reportable in real time, and getting access has never been more straightforward with the ability to schedule those reports to fly into your email when you want them.

Additional Information

Third-Party Integrations

iParq being the Software company that it is, understands that integrating with your systems can be a game changer. Whether it's (Single Sign On) SSO, a custom Merchant Processor, or Enterprise Resource Planning (ERP) we are here to help make sure you have a successful experience when you partner with us.

Use in Unison with our other Event Sales Services

No one wants to wait to buy their parking last minute on the day of the Event. Easily set up PreSales for different levels of parking so that Event Customers can buy in advance and have peace of mind knowing they can pull up, and park with ease. Online payments make it safe and easy for attendees to get the parking taken care of as far in advance as you want them to.

Our (Permit On Demand) POD setup is a fantastic way to take payment for those that didn't order online in advance. If the attendee missed their opportunity, it's okay! You can still collect

payment with a valid receipt for them to park while taking cash or card in the field. All this is reported in real time with the system that runs it all behind the scenes. Combining this tool with the Pre-Sale option gives you a fully supported experience for you and your customers.

Appendix E

3.0 Supplier Response

Supplier must supply the following information for the Principal Procurement Agency to determine Supplier's qualifications to extend the resulting Master Agreement to Participating Public Agencies through OMNIA Partners.

3.1 Company

A. Brief history and description of Supplier to include experience providing similar products and services.

iParq was founded in 1999 as a privately held corporation. For 23 years iParq has provided our clients with robust parking management systems and excellent customer service. As an experienced single source vendor, iParq will provide the University System with permit management, fulfillment, citation processing, training, support, and technology integration needs on our cloud-based platform. We do not require any third-party subcontractors. We have never been involved in a lawsuit or litigation, have 47 FTEs, and will provide all required insurances upon award.

B. Total number and location of salespersons employed by Supplier.

Three sales persons - two in California and one in Idaho

C. Number and location of support centers (if applicable) and location of corporate office.

iParq's corporate office is located in San Diego, California. Our support staff are located in the United States. We have staff available in Pacific, Central and Eastern time zones.

D. Annual sales for the three previous fiscal years.

2022: \$13.6M

2021: \$9M

2020: \$7.4M

a. Submit FEIN and Dunn & Bradstreet report

FEIN 37-1566208

DUNS 05-017-2085

E. Describe any green or environmental initiatives or policies.

iParq supports all its clients' green initiatives and internally has reduced its carbon footprint via the inherent nature of a software development provider business model. We encourage

telecommuting, a paperless environment, and leverage all cloud solutions, to minimize the use of any required hardware or resources. All equipment provided to our clients is regularly inspected and returned to us if deemed end of life to be incorporated into a long-standing recycling or donation program.

F. Describe any diversity programs or partners supplier does business with and how Participating Agencies may use diverse partners through the Master Agreement. Indicate how, if at all, pricing changes when using the diversity program. If there are any diversity programs, provide a list of diversity alliances and a copy of their certifications.

INET Inc. dba iParq has maintained a Voluntary Affirmative Action Diversity and Inclusion Program for well over a decade. Our vendor relationships are fully inclusive and in the best interest of our clients. We do not maintain a list of alliances or certifications for our current vendor partners. There are no pricing implications for participating in a diversity alliance. iParq always provides Best Pricing regardless of resources used.

G. Indicate if supplier holds any of the below certifications in any classified areas and include proof of such certification in the response:

a. Minority Women Business Enterprise Yes No

If yes, list certifying agency: _____

b. Small Business Enterprise (SBE) or Disadvantaged Business Enterprise (DBE) Yes No

If yes, list certifying agency: _____

c. Historically Underutilized Business (HUB) Yes No

If yes, list certifying agency: _____

d. Historically Underutilized Business Zone Enterprise (HUBZone) Yes No

If yes, list certifying agency: _____

e. Other recognized diversity certificate holder Yes No

If yes, list certifying agency: _Southern California Minority Supplier Development Council



H. List any relationships with subcontractors or affiliates intended to be used when providing services and identify if subcontractors meet minority-owned standards. If any, list which certifications subcontractors hold and certifying agencies.

iParq is an experienced single source vendor for the **University System**'s parking management system, citation processing, training, support, and technology integration needs - with no third party subcontractors required.

I. Describe how the supplier differentiates itself from its competitors.

iParq built the first web-based parking system, and in the last 23 years, we've led major changes in the parking industry. We helped modernize the parking resources of a diverse group of colleges, universities, municipalities, law enforcement agencies, and private operators across the country.

We pride ourselves on offering a world-class, fully hosted, high-availability system at an affordable cost. Our systems are always on. In 2022, iParq clients and their customers did not experience one second of perceived downtime. Simply, every time, every day, when customers or administrative users accessed iParq, their web requests were instant, and always ready. We realize that your customers will evaluate the University System's program every time they use

the system. In today's connected world, there is no room for less than an easy to use, high quality experience for your users. The world has come to expect that, and iParq, as the leader in the parking industry, is uniquely positioned to provide that level of service to the University System and their users.

The system is integrated, robust, and extremely flexible to fit our clients' needs. Services include all required processing, reviews, data entry, payments, internet site operation, collections, and all other areas of responsibility regarding parking citation processing.

J. Describe any present or past litigation, bankruptcy or reorganization involving supplier.

iParq has never been involved in a lawsuit or litigation in its 23-year history.

K. Felony Conviction Notice: Indicate if the supplier

a. is a publicly held corporation and this reporting requirement is not applicable;

b. is not owned or operated by anyone who has been convicted of a felony;

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

c. is owned or operated by and individual(s) who has been convicted of a felony and provide the names and convictions.

L. Describe any debarment or suspension actions taken against supplier

No such actions have ever been taken against iParq.

3.2 Distribution, Logistics

A. Each offeror awarded an item under this solicitation may offer their complete product and service offering/a balance of line. Describe the full line of products and services offered by the supplier.

iParq offers secure, reliable, cloud-based parking management platform that simplifies and streamlines permits, enforcement and event parking operations. Our Platform offers the ability for specialty services to "plug" into our system (LPR, pay by cell, pay stations, SSO, DMV, etc). This all-in-one parking management system allows administrators to manage their entire platform from one software suite.

iParq's Enforcement module features a powerful combination of permit and citation data, coupled with the tools necessary to ensure parking compliance. Our module adds a level of safety for enforcement personnel giving them the right **information** at the **right time**, to make

the **right decision**. Our enforcement module can stand alone or be coupled with our permit management module.

Our Permit Management module is a virtual front counter for permit sales and an administrative system for complete back-end control. iParq's cloud-based permit management module gives community managers full control of the property's parking, including individualized permission-based permitting.

All permit information is automatically communicated to the enforcement devices. Parkers can glide through an easy-to-use online portal to request access and receive digital parking permits. Physical parking permits will be automatically mailed if necessary, whereas virtual permits will be assigned and ready to use, in real-time.

The Event Parking Management module is simple to use for departments and individuals. It gives organizations complete control over what permits or reservations are offered, how many are available, dates they are valid, price, and more. In-lane cash and credit card transactions, as well as validations are auditable in field or from the back office.

B. Describe how supplier proposes to distribute the products/service nationwide. Include any states where products and services will not be offered under the Master Agreement, including U.S. Territories and Outlying Areas.

Software is "shipped" virtually. Hardware and materials are shipped with normal carrier services (FEDEX, UPS). At this time our services are offered in the US (all 50 states) without limitations or restrictions.

C. Describe how Participating Agencies are ensured they will receive the Master Agreement pricing; include all distribution channels such as direct ordering, retail or in-store locations, through distributors, etc. Describe how Participating Agencies verify and audit pricing to ensure its compliance with the Master Agreement.

As with any Consortium, current pricing will be available on the Consortiums website. Potential clients can review this pricing at any time without iParq involvement. As we are a B2B vendor relationship, all other concerns do not apply.

D. Identify all other companies that will be involved in processing, handling or shipping the products/service to the end user.

iParq is responsible for all shipping of products to the end user. We do not provide Drop Ship services to our clients to ensure an internal QA process is completed prior to delivery to our

clients. Therefore, only major carriers (FEDEX, UPS, USPS) will be utilized for all shipments to and from our clients.

E. Provide the number, size and location of Supplier's distribution facilities, warehouses and retail network as applicable

We have multiple distribution points based on client needs. We do not maintain significant inventory as this is not applicable to our business or client needs, therefore warehouse operations are not applicable. While our Fulfillment facility is located in the greater Los Angeles area, we are able to distribute from locations in every time zone in the US.

3.3 Marketing and Sales

A. Provide a detailed ninety-day plan beginning from award date of the Master Agreement describing the strategy to immediately implement the Master Agreement as supplier's primary go to market strategy for Public Agencies to supplier's teams nationwide, to include, but not limited to:

iParq has an established Onboarding process for all consortiums of which we are a member. We will work with our Omnia Representative to ensure all steps are completed. Our Marketing team will also become engaged in an effort to complete various announcements via Campaigns, and all Social media channels. Our Sales team is already aware of this relationship and prepared to include in their individual sales strategies as soon as this RFP is approved.

a. Executive leadership endorsement and sponsorship of the award as the public sector go-to-market strategy within first 10 days

Our executive team will immediately endorse this consortium as a Sales strategy across any and all appropriate Omnia members that are applicable to iParq's vertical market.

b. Training and education of Supplier's national sales force with participation from the Supplier's executive leadership, along with the OMNIA Partners team within first 90 day

iParq looks forward to this training. We have been asking for this since the acquisition of NCPA as we are a current partner of this consortium as well.

B. Provide a detailed ninety-day plan beginning from award date of the Master Agreement describing the strategy to market the Master Agreement to current Participating Public Agencies, existing Public Agency customers of Supplier, as well as to prospective Public Agencies nationwide immediately upon award, to include, but not limited to:

i. Creation and distribution of a co-branded press release to trade publications

We have had copy available for distribution since the NCPA acquisition. We have been on hold with Omnia pending this RFP

ii. Announcement, Master Agreement details and contact information published on the Supplier's website within first 90 days

This will be done immediately, as soon as Omnia provides us the appropriate materials. We have been on hold with accomplishing this since the NCPA acquisition.

iii. Design, publication, and distribution of co-branded marketing materials within first 90 days

This will be done immediately, as soon as Omnia provides us the appropriate materials. We have been on hold with accomplishing this since the NCPA acquisition.

iv. Commitment to attendance and participation with OMNIA Partners at national (i.e. NIGP Annual Forum, NPI Conference, etc.), regional (i.e. Regional NIGP Chapter Meetings, Regional Cooperative Summits, etc.) and supplier-specific trade shows, conferences and meetings throughout the term of the Master Agreement

iParq attends appropriate trade shows and meetings depending on potential client attendance. We will continue to support OMNIA Partners in that regard and look forward to the various invitations.

v. Commitment to attend, exhibit and participate at the NIGP Annual Forum in an area reserved by OMNIA Partners for partner suppliers. Booth space will be purchased and staffed by Supplier. In addition, Supplier commits to provide reasonable assistance to the overall promotion and marketing efforts for the NIGP Annual Forum, as directed by OMNIA Partners.

iParq attends appropriate trade shows and meetings depending on potential client attendance. We will continue to support OMNIA Partners in that regard and look forward to the various invitations.

vi. Design and publication of national and regional advertising in trade publications throughout the term of the Master Agreement

This is standard operating procedures within our Marketing program. We look forward to collaborating with Omnia Partners in this effort.

vii. Ongoing marketing and promotion of the Master Agreement throughout its term (case studies, collateral pieces, presentations, promotions, etc.)

This is standard operating procedures within our Marketing program. We look forward to collaborating with Omnia Partners in this effort.

viii. Dedicated OMNIA Partners internet web-based homepage on Supplier's website with:

- OMNIA Partners standard logo;
- Copy of original Request for Proposal;

- *Copy of Master Agreement and amendments between Principal Procurement Agency and Supplier;*
- *Summary of Products and pricing;*
- *Marketing Materials*
- *Electronic link to OMNIA Partners' website including the online registration page;*
- *A dedicated toll-free number and email address for OMNIA Partners*

We will work with our Web designers to incorporate as much materials as possible into our current webpage(s) without bias to existing partnerships and/or significantly modifying the feel of the website. All inbound inquiries are sent to the same location. No dedicated numbers or email addresses are required for the appropriate monitoring of inbound leads.

C. Describe how Supplier will transition any existing Public Agency customers' accounts to the Master Agreement available nationally through OMNIA Partners. Include a list of current cooperative contracts (regional and national) Supplier holds and describe how the Master Agreement will be positioned among the other cooperative agreements.

iParq honors all existing contracts and pricing, or contracts and pricing currently in negotiation, requiring no modifications. Existing clients who qualify and/or potential clients in negotiation will be offered this as an option only if advantageous to the client. This Master agreement will be positioned only as the potential client is qualified to use it. iParq offers Cooperative Agreement pricing as a first option. If the client is a member of multiple Cooperatives that iParq can offer, we will provide all alternatives without bias for the client to select based on ease of application and approval.

D. Acknowledge Supplier agrees to provide its logo(s) to OMNIA Partners and agrees to provide permission for reproduction of such logo in marketing communications and promotions. Acknowledge that use of OMNIA Partners logo will require permission for reproduction, as well.

For Cross Promotional purposes, iParq will provide all materials required for use. iParq will require identical stipulations that Omnia Partners requires. Use of our marketing materials and/or logo will require permission for reproduction on a case by case basis. We agree to the stipulation that Omnia Partners requires permission for use and reproduction. iParq requires the same.

E. Confirm Supplier will be proactive in direct sales of Supplier's goods and services to Public Agencies nationwide and the timely follow up to leads established by OMNIA Partners. All sales materials are to use the OMNIA Partners logo. At a minimum, the Supplier's sales initiatives should communicate:

- a. Master Agreement was competitively solicited and publicly awarded by a Principal Procurement Agency*
- b. Best government pricing*
- c. No cost to participate*

d. Non-exclusive

iParq agrees to these stipulations, however, to be precise, OMNIA Partners information will not be included in all Sales materials unless pertinent to the promotion and/or client solicitation. Our Sales materials will remain the property of iParq and maintain iParq branding unless advantageous to do otherwise.

F. Confirm Supplier will train its national sales force on the Master Agreement. At a minimum, sales training should include:

- a. Key features of Master Agreement*
- b. Working knowledge of the solicitation process*
- c. Awareness of the range of Public Agencies that can utilize the Master Agreement through OMNIA Partners*
- d. Knowledge of benefits of the use of cooperative contracts*

Agreed. As pricing as already been established (Consortium/CoOp Pricing), our Sales staff is already trained and looking forward to additional lead opportunities based on OMNIA Partner members.

G. Provide the name, title, email and phone number for the person(s), who will be responsible for:

- a. Executive Support - Todd Fisher, CEO, todd@iparq.com, 805-963-9400
- b. Marketing - Nate Ferraco, iParq Sales, iparqsales@iparq.com, 805-963-9400
- c. Sales - iParq Sales, iparqsales@iparq.com, 805-963-9400
- d. Sales Support - Nate Ferraco, iParq Sales, nate@iparq.com, 805-963-9400
- e. Financial Reporting - Geoff Bonham, Controller, accounting@iparq.com, 805-963-9400
- f. Accounts Payable, Geoff Bonham, Controller, accounting@iparq.com, 805-963-9400
- g. Contracts - Keith Barcia, COO, Geoff Bonham, CFO, accounting@iparq.com, 805-963-9400

H. Provide the Contract Sales (as defined in Section 12 of the OMNIA Partners Administration Agreement) that Supplier will guarantee each year under the Master Agreement for the initial three years of the Master Agreement ("Guaranteed Contract Sales").

\$ _____ .00 in year one
\$ _____ .00 in year two
\$ _____ .00 in year three

To the extent Supplier guarantees minimum Contract Sales, the Administrative Fee shall be calculated based on the greater of the actual Contract Sales and the Guaranteed Contract Sales

Other than Confidential Total Sales goals, iParq does not provide quotas for specific entities or groups. Our goal is to provide mutually beneficial pricing to potential clients that will establish long term relationships.

I. Even though it is anticipated many Public Agencies will be able to utilize the Master Agreement without further formal solicitation, there may be circumstances where Public Agencies will issue their own solicitations. The following options are available when responding to a solicitation for Products covered under the Master Agreement.

- a. Respond with Master Agreement pricing (Contract Sales reported to OMNIA Partners).*
- b. If competitive conditions require pricing lower than the standard Master Agreement not-to-exceed pricing, Supplier may respond with lower pricing through the Master Agreement. If Supplier is awarded the contract, the sales are reported as Contract Sales to OMNIA Partners under the Master Agreement.*
- c. Respond with pricing higher than Master Agreement only in the unlikely event that the Public Agency refuses to utilize Master Agreement (Contract Sales are not reported to OMNIA Partners).*
- d. If alternative or multiple proposals are permitted, respond with pricing higher than Master Agreement, and include Master Agreement as the alternate or additional proposal.*
- e. Detail Supplier's strategies under these options when responding to a solicitation.*

Agreed. This is the method already established for all Consortiums and Cooperatives partners.

Exhibit F
Federal Funds Certifications

FEDERAL CERTIFICATIONS
ADDENDUM FOR AGREEMENT FUNDED BY U.S. FEDERAL GRANT

TO WHOM IT MAY CONCERN:

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

DEFINITIONS

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(b) Prohibition.

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

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

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

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

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

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

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

(d) *Representation.* The Offeror represents that—

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

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

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

(e) *Disclosures.*

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

(i) For covered equipment—

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

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

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

(ii) For covered services—

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

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

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

(i) For covered equipment—

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

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

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

(ii) For covered services—

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

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

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

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

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

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

Covered telecommunications equipment or services means—

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

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

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

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

Critical technology means—

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

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

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

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

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

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

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

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

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

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

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

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

(b) *Prohibition.*

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

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

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

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

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

(d) *Reporting requirement.*

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

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

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

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

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


The following certifications and provisions may be required and apply when Participating Agency expends federal funds for any purchase resulting from this procurement process. Pursuant to 2 C.F.R. § 200.326, all contracts, including small purchases, awarded by the Participating Agency and the Participating Agency's subcontractors shall contain the procurement provisions of

Appendix II to Part 200, as applicable.

APPENDIX II TO 2 CFR PART 200

(A) Contracts for more than the simplified acquisition threshold currently set at \$250,000, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. 1908, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.

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

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

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

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

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

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

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

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

(D) Davis-Bacon Act, as amended (40 U.S.C. 3141-3148). When required by Federal program legislation, all prime construction contracts in excess of \$2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency. The contracts must also include a provision for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, "Contractors and Subcontractors on Public Building or Public Work 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.

Pursuant to Federal Rule (D) above, when a Participating Agency expends federal funds during the term of an award for all contracts and subgrants for construction or repair, offeror will be in compliance with all applicable Davis-Bacon Act provisions.

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

(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.

Pursuant to Federal Rule (E) above, when a Participating Agency expends federal funds, offeror certifies that offeror will be in compliance with all applicable provisions of the Contract Work Hours and Safety Standards Act during the term of an award for all contracts by Participating Agency resulting from this procurement process.

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

(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.

Pursuant to Federal Rule (F) above, when federal funds are expended by Participating Agency, the offeror certifies that during the term of an award for all contracts by Participating Agency resulting from this procurement process, the offeror agrees to comply with all applicable requirements as referenced in Federal Rule (F) above.

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

(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)

Pursuant to Federal Rule (G) above, when federal funds are expended by Participating Agency, the offeror certifies that during the term of an award for all contracts by Participating Agency member resulting from this procurement process, the offeror agrees to comply with all applicable requirements as referenced in Federal Rule (G) above.

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

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

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

federal department or agency, the offeror will notify the Participating Agency.

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

(I) Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)—Contractors that apply or bid for an award exceeding \$100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.

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

- (1) No Federal appropriated funds have been paid or will be paid for on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of congress, or an employee of a Member of Congress in connection with the awarding of a Federal contract, the making of a Federal grant, the making of a Federal loan, the entering into a cooperative agreement, and the extension, continuation, renewal, amendment, or modification of a Federal contract, grant, loan, or cooperative agreement.
- (2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of congress, or an employee of a Member of Congress in connection with this Federal grant or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying", in accordance with its instructions.
- (3) The undersigned shall require that the language of this certification be included in the award documents for all covered sub-awards exceeding \$100,000 in Federal funds at all appropriate tiers and that all subrecipients shall certify and disclose accordingly.

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

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.

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

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).

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

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.

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

CERTIFICATION OF COMPLIANCE WITH BUY AMERICAN PROVISIONS

7 CFR Part 210.21 School Lunch Procurement.

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

- (i) Allowable costs will be paid from the nonprofit school food service account to the contractor net of all discounts, rebates and other applicable credits accruing to or received by the contractor or any assignee under the contract, to the extent those credits are allocable to the allowable portion of the costs billed to the school food authority;
- (ii)
 - (A) The contractor must separately identify for each cost submitted for payment to the school food authority the amount of that cost that is allowable (can be paid from the nonprofit school food service account) and the amount that is unallowable (cannot be paid from the nonprofit school food service account); or
 - (B) The contractor must exclude all unallowable costs from its billing documents and certify that only allowable costs are submitted for payment and records have been established that maintain the visibility of unallowable costs, including directly associated costs in a manner suitable for contract cost determination and verification;
- (iii) The contractor's determination of its allowable costs must be made in compliance with the applicable Departmental and Program regulations and Office of Management and Budget cost circulars;
- (iv) The contractor must identify the amount of each discount, rebate and other applicable credit on bills and invoices presented to the school food authority for payment and individually identify the amount as a discount, rebate, or in the case of other applicable credits, the nature of the credit. If approved by the State agency, the school food authority may permit the contractor to report this information on a less frequent basis than monthly, but no less frequently than annually;
- (v) The contractor must identify the method by which it will report discounts, rebates and other applicable credits allocable to the contract that are not reported prior to conclusion of the contract; and
- (vi) The contractor must maintain documentation of costs and discounts, rebates and other applicable credits, and must furnish such documentation upon request to the school food authority, the State agency, or the Department.

Unless Supplier is exempt (*See FAR 25.103*), when authorized by statute or explicitly indicated by Participating Public Agency, Buy American requirements will apply where only unmanufactured construction material mined or produced in the United States shall be used (*see Subpart 25.6 – American Recovery and Reinvestment Act-Buy American statute for additional details*).


CERTIFICATION OF ACCESS TO RECORDS – 2 C.F.R. § 200.336

Offeror agrees that the Inspector General of the Agency or any of their duly authorized representatives shall have access to any documents, papers, or other records of offeror that are pertinent to offeror's discharge of its obligations under the Contract for the purpose of making audits, examinations, excerpts, and transcriptions. The right also includes timely and reasonable access to offeror's personnel for the purpose of interview and discussion relating to such documents.

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

CERTIFICATION OF APPLICABILITY TO SUBCONTRACTORS

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

Does offeror agree? YES  Initials of Authorized Representative of offeror

Offeror agrees to comply with all federal, state, and local laws, rules, regulations and ordinances, as applicable. It is further acknowledged that offeror certifies compliance with all provisions, laws, acts, regulations, etc. as specifically noted above.

Offeror's Name: INET Inc, dba iParq

Address, City, State, and Zip Code: 4100 W. Flamingo Rd. Suite 1403, Las Vegas, NV 89103

Phone Number: 805-963-9400 Fax Number: (888) 900-7845

Printed Name and Title of Authorized Representative: Owner, CEO

Email Address: iparqsales@iparq.com

Signature of Authorized Representative:  Date: 03/13/2023

FEMA SPECIAL CONDITIONS

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

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

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

Conflicts of Interest

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

Contractor Integrity

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

Public Policy

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

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

Affirmative Steps

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

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

Bid Guarantee

For proposals that are to include construction/reconstruction/renovation and related services, bids must be accompanied by Certified or Cashier's Check or an approved Bid Bond in the amount of not less than five percent (5%) of the total bid. Surety shall provide a copy of the Power of Attorney authorizing the Executing Agent the authority to execute the bid bond documents and bind the surety to the bid bond conditions. The bid bond shall have a corporate Surety that is licensed to conduct business in the state of the lead agency and authorized to underwrite bonds in the amount of the bid bond.

Prevailing Wage Requirements

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

Federal Requirements

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

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

1. CONTRACT REMEDIES

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

1.1 Applicability

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

1.2 Additional Considerations

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

applicable year's Notice of Funding Opportunity (NOFO) for additional information, which can be accessed at FEMA.gov.

2. TERMINATION FOR CAUSE AND CONVENIENCE

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

3. EQUAL EMPLOYMENT OPPORTUNITY

When applicable:

- a. Standard. Except as otherwise provided under 41 C.F.R. Part 60, all contracts that meet the definition of "federally assisted construction contract" in 41 C.F.R. § 60-1.3 must include the equal opportunity clause provided under 41 C.F.R. § 60- 1.4(b), in accordance with Executive Order 11246, *Equal Employment Opportunity* (30 Fed. Reg. 12319, 12935, 3 C.F.R. Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, *Amending Executive Order 11246 Relating to Equal Employment Opportunity*, and implementing regulations at 41 C.F.R. Part 60 (Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor). See 2 C.F.R. Part 200, Appendix II(C).
- b. Key Definitions.
 - i. Federally Assisted Construction Contract. The regulation at 41 C.F.R. § 60-1.3 defines a "federally assisted construction contract" as any agreement or modification thereof between any applicant and a person for construction work which is paid for in whole or in part with funds obtained from the Government or borrowed on the credit of the Government pursuant to any Federal program involving a grant, contract, loan, insurance, or guarantee, or undertaken pursuant to any Federal program involving such grant, contract, loan, insurance, or guarantee, or any application or modification thereof approved by the Government for a grant, contract, loan, insurance, or guarantee under which the applicant itself participates in the construction work.
 - ii. Construction Work. The regulation at 41 C.F.R. § 60-1.3 defines "construction work" as the construction, rehabilitation, alteration, conversion, extension, demolition or repair of buildings, highways, or other changes or improvements to real property, including facilities providing utility services. The term also includes the supervision, inspection, and other onsite functions incidental to the actual construction.
- c. Applicability. This requirement applies to all FEMA grant and cooperative agreement programs.
- d. Required Language. The regulation at 41 C.F.R. Part 60-1.4(b) requires the insertion of the following contract clause.

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

(1) The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following:

Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

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

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

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

(5) The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

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

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

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

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

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

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

The applicant further agrees that it will refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a contractor debarred from, or who has not demonstrated eligibility for, Government contracts and federally assisted construction contracts pursuant to the Executive Order and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon contractors and subcontractors by the administering agency or the Secretary of Labor pursuant to Part II, Subpart D of the Executive Order. In addition, the applicant agrees that if it fails or refuses to comply with these undertakings, the administering agency may take any or all of the following actions: Cancel, terminate, or suspend in whole or in part this grant (contract, loan, insurance, guarantee); refrain from extending any further assistance to the applicant under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from such applicant; and refer the case to the Department of Justice for appropriate legal proceedings.

4. DAVIS-BACON ACT

- a.** Standard. All prime construction contracts in excess of \$2,000 awarded by non- Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. §§ 3141-3144 and 3146-3148) as supplemented by Department of Labor regulations at 29 C.F.R. Part 5 (Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction). See 2 C.F.R. Part 200, Appendix II(D). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week.

- b. Applicability.** The Davis-Bacon Act applies to the Emergency Management Preparedness Grant Program, Homeland Security Grant Program, Nonprofit Security Grant Program, Tribal Homeland Security Grant Program, Port Security Grant Program, and Transit Security Grant Program.
- c. Requirements.** If applicable, the non-federal entity must do the following:
- i. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.
 - ii. Additionally, pursuant 2 C.F.R. Part 200, Appendix II(D), contracts subject to the Davis-Bacon Act, must also include a provision for compliance with the Copeland “Anti-Kickback” Act (40 U.S.C. § 3145), as supplemented by Department of Labor regulations at 29 C.F.R. Part 3 (Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States). The Copeland Anti- Kickback Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to FEMA.
 - iii. Include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, “Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction”).

Suggested Language. The following provides a sample contract clause:

Compliance with the Davis-Bacon Act.

- a. All transactions regarding this contract shall be done in compliance with the Davis-Bacon Act (40 U.S.C. 3141- 3144, and 3146-3148) and the requirements of 29C.F.R. pt. 5 as may be applicable. The contractor shall comply with 40 U.S.C. 3141-3144, and 3146-3148 and the requirements of 29 C.F.R. pt. 5 as applicable.
- b. Contractors are required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor.
- c. Additionally, contractors are required to pay wages not less than once a week.

5. COPELAND ANTI-KICKBACK ACT

- a. Standard.** Recipient and subrecipient contracts must include a provision for compliance with the Copeland “Anti-Kickback” Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, “Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States”).

- b. Applicability.** This requirement applies to all contracts for construction or repair work above \$2,000 in situations where the Davis-Bacon Act also applies. It DOES NOT apply to the FEMA Public Assistance Program.
- c. Requirements.** If applicable, the non-federal entity must include a provision for compliance with the Copeland “Anti-Kickback” Act (40 U.S.C. § 3145), as supplemented by Department of Labor regulations at 29 C.F.R. Part 3 (Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States). Each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to FEMA. Additionally, in accordance with the regulation, each contractor and subcontractor must furnish each week a statement with respect to the wages paid each of its employees engaged in work covered by the Copeland Anti-Kickback Act and the Davis Bacon Act during the preceding weekly payroll period. The report shall be delivered by the contractor or subcontractor, within seven days after the regular payment date of the payroll period, to a representative of a Federal or State agency in charge at the site of the building or work.

Sample Language. The following provides a sample contract clause:

Compliance with the Copeland “Anti-Kickback” Act.

- a. Contractor. The contractor shall comply with 18 U.S.C. §874, 40 U.S.C. § 3145, and the requirements of 29 C.F.R. pt. 3 as may be applicable, which are incorporated by reference into this contract.
- b. Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clause above and such other clauses as FEMA may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all of these contract clauses.
- c. Breach. A breach of the contract clauses above may be grounds for termination of the contract, and for debarment as a contractor and subcontractor as provided in 29 C.F.R. §5.12.”

6. CONTRACT WORK HOURS AND SAFETY STANDARDSACT

- a. Standard.** Where applicable (see 40 U.S.C. §§ 3701-3708), all contracts awarded by the non-Federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. §§ 3702 and 3704, as supplemented by Department of Labor regulations at 29 C.F.R. Part 5. See 2 C.F.R. Part 200, Appendix II(E). Under 40 U.S.C. § 3702, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. Further, no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous, or dangerous.
- b. Applicability.** This requirement applies to all FEMA contracts awarded by the non- federal

entity in excess of \$100,000 under grant and cooperative agreement programs that involve the employment of mechanics or laborers. It is applicable to construction work. These requirements do not apply to the purchase of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

- c. Suggested Language. The regulation at 29 C.F.R. § 5.5(b) provides contract clause language concerning compliance with the Contract Work Hours and Safety Standards Act. FEMA suggests including the following contract clause:

Compliance with the Contract Work Hours and Safety Standards Act.

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

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

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

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

7. RIGHTS TO INVENTIONS MADE UNDER A CONTRACT OR AGREEMENT

- a. Standard. If the FEMA award meets the definition of "funding agreement" under 37C.F.R. § 401.2(a) and the non-Federal entity wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or

performance of experimental, developmental, or research work under that “funding agreement,” the non-Federal entity must comply with the requirements of 37 C.F.R. Part 401 (Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements), and any implementing regulations issued by FEMA. See 2 C.F.R. Part 200, Appendix II(F).

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

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

- a. Standard. If applicable, contracts must contain a provision that requires the contractor to agree to comply with all applicable standards, orders, or regulations issued pursuant to the Clean Air Act (42 U.S.C. §§ 7401-7671q.) and the Federal Water Pollution Control Act as amended (33 U.S.C. §§ 1251-1387). Violations must be reported to FEMA and the Regional Office of the Environmental Protection Agency. See 2 C.F.R. Part 200, Appendix II(G).
- b. Applicability. This requirement applies to contracts awarded by a non-federal entity of amounts in excess of \$150,000 under a federal grant.
- c. Suggested Language. The following provides a sample contract clause.

Clean Air Act

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

Federal Water Pollution Control Act

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

9. DEBARMENT AND SUSPENSION

- a. Standard. Non-Federal entities and contractors are subject to the debarment and suspension regulations implementing Executive Order 12549, *Debarment and Suspension* (1986) and Executive Order 12689, *Debarment and Suspension* (1989) at 2 C.F.R. Part 180 and the Department of Homeland Security's regulations at 2 C.F.R. Part 3000 (Non-procurement Debarment and Suspension).
- b. Applicability. This requirement applies to all FEMA grant and cooperative agreement programs.
- c. Requirements.
 - i. These regulations restrict awards, subawards, and contracts with certain parties that are debarred, suspended, or otherwise excluded from or ineligible for participation in Federal assistance programs and activities. See 2 C.F.R. Part 200, Appendix II(H); and 2 C.F.R. § 200.213. A contract award must not be made to parties listed in the SAM Exclusions. SAM Exclusions is the list maintained by the General Services Administration that contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549. SAM exclusions can be accessed at www.sam.gov. See 2 C.F.R. § 180.530.
 - ii. In general, an "excluded" party cannot receive a Federal grant award or a contract within the meaning of a "covered transaction," to include subawards and subcontracts. This includes parties that receive Federal funding indirectly, such as contractors to recipients and subrecipients. The key to the exclusion is whether there is a "covered transaction," which is any non-procurement transaction (unless excepted) at either a "primary" or "secondary" tier. Although "covered transactions" do not include contracts awarded by the Federal Government for purposes of the non-procurement common rule and DHS's implementing regulations, it does include some contracts awarded by recipients and subrecipients.
 - iii. Specifically, a covered transaction includes the following contracts for goods or services:

1. The contract is awarded by a recipient or subrecipient in the amount of at least \$25,000.
 2. The contract requires the approval of FEMA, regardless of amount.
 3. The contract is for federally-required auditservices.
 4. A subcontract is also a covered transaction if it is awarded by the contractor of a recipient or subrecipient and requires either the approval of FEMA or is in excess of \$25,000.
- d. Suggested Language. The following provides a debarment and suspension clause. It incorporates an optional method of verifying that contractors are not excluded or disqualified.

Suspension and Debarment

- (1) This contract is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such, the contractor is required to verify that none of the contractor's principals (defined at 2 C.F.R. § 180.995) or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).
- (2) The contractor must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.
- (3) This certification is a material representation of fact relied upon by the Participating Public Agency. If it is later determined that the contractor did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to the Participating Public Agency, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.
- (4) The bidder or proposer agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

10. BYRD ANTI-LOBBYING AMENDMENT

- a. Standard. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, officer or employee of Congress, or an employee of a Member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. § 1352. FEMA's regulation at 44 C.F.R. Part 18 implements the requirements of 31 U.S.C. § 1352 and provides, in Appendix A to Part 18, a copy of the certification that is required to be completed by each entity as described in 31 U.S.C. § 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the Federal awarding agency.
- b. Applicability. This requirement applies to all FEMA grant and cooperative agreement

programs. Contractors that apply or bid for a contract of \$100,000 or more under a federal grant must file the required certification. See 2 C.F.R. Part 200, Appendix II(I); 31 U.S.C. § 1352; and 44 C.F.R. Part 18.

c. Suggested Language.

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

Contractors who apply or bid for an award of \$100,000 or more shall file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, officer or employee of Congress, or an employee of a Member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient who in turn will forward the certification(s) to the awarding agency.

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

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

Certification for Contracts, Grants, Loans, and Cooperative Agreements


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

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

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a

prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

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



Signature of Contractor's Authorized Official

Todd Fisher, CEO

Name and Title of Contractor's Authorized Official

03/13/2023

Date

11. PROCUREMENT OF RECOVERED MATERIALS

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

12. DOMESTIC PREFERENCES FOR PROCUREMENTS

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

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

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

of this clause: Produced in the United States means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States. Manufactured products mean items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.”

13. ACCESS TO RECORDS

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

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

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

14. CHANGES

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

15. DHS SEAL, LOGO, AND FLAGS

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

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

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

17. NO OBLIGATION BY FEDERAL GOVERNMENT

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

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

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

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


Offeror's Name: INET Inc, dba iParq

Address, City, State, and Zip Code:
4100 W. Flamingo Rd. Suite 1403, Las Vegas, NV 89103

Phone Number: 805-963-9400 Fax Number: 888-900-7845

Printed Name and Title of Authorized Representative:
Todd Fisher, CEO

Email Address: iparqsales@iparq.com

Signature of Authorized Representative:  _____

Date: 03/13/2023

Exhibit G
New Jersey Business Compliance

NEW JERSEY BUSINESS COMPLIANCE

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

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

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

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

DOC #1

STATEMENT OF OWNERSHIP DISCLOSURE

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

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

Name of Organization: _____

Organization Address: _____

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

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

Part II

- The list below contains the names and addresses of all stockholders in the corporation who own 10 percent or more of its stock, of any class, or of all individual partners in the partnership who own a 10 percent or greater interest therein, or of all members in the limited liability company who own a 10 percent or greater interest therein, as the case may be. **(COMPLETE THE LIST BELOW IN THIS SECTION)**

OR

- No one stockholder in the corporation owns 10 percent or more of its stock, of any class, or no individual partner in the partnership owns a 10 percent or greater interest therein, or no member in the limited liability company owns a 10 percent or greater interest therein, as the case may be. **(SKIP TO PART IV)**

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

Name of Individual or Business Entity	Home Address (for Individuals) or Business Address

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

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


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

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

Stockholder/Partner/Member and Corresponding Entity Listed in Part II	Home Address (for Individuals) or Business Address

Part IV Certification

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

Full Name (Print):	Todd Fisher	Title:	Owner, CEO
Signature:		Date:	03/13/2023

DOC #2

NON-COLLUSION AFFIDAVIT

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

NON-COLLUSION AFFIDAVIT

State of New Jersey
County of _____

ss:

I, Nathaniel Ferraco residing in San Diego
(name of affiant) (name of municipality)
in the County of San Diego and State of California of full
age, being duly sworn according to law on my oath depose and say that:

I am Director of Sales of the firm of _____
(title or position) (name of firm)

INET Inc., dba iParq the bidder making this Proposal for the bid
entitled Parking Management Solutions, and that I executed the said proposal with
(title of bid proposal)
full authority to do so that said bidder has not, directly or indirectly entered into any agreement,
participated in any collusion, or otherwise taken any action in restraint of free, competitive bidding in
connection with the above named project; and that all statements contained in said proposal and in this
affidavit are true and correct, and made with full knowledge that the _____
INET Inc., dba iParq relies upon the truth of the statements contained in said Proposal
(name of contracting unit)
and in the statements contained in this affidavit in awarding the contract for the said project.

I further warrant that no person or selling agency has been employed or retained to solicit or secure such
contract upon an agreement or understanding for a commission, percentage, brokerage, or contingent
fee, except bona fide employees or bona fide established commercial or selling agencies maintained by
INET Inc., dba iParq.

Subscribed and sworn to

before me this day

[Signature]
Signature

MARCH 14, 2023

Nathaniel Ferraco
(Type or print name of affiant under signature)

[Signature]
Notary public of

My Commission expires DEC 13 2026

(Seal)



DOC #3

**AFFIRMATIVE ACTION AFFIDAVIT
(P.L. 1975, C.127)**

Company Name: INET Inc., dba iParq
Street: 4100 W Flamingo Road #1403
City, State, Zip Code: Las Vegas, NV 89103

Proposal Certification:

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

Required Affirmative Action Evidence:

Procurement, Professional & Service Contracts (Exhibit A)

Vendors must submit with proposal:

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

OR

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

OR

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

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

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

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

03/13/2023

Date



Authorized Signature and Title

DOC #3, continued

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

PROCUREMENT, PROFESSIONAL AND SERVICE
CONTRACTS

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

The contractor or subcontractor, where applicable, will not discriminate against any employee or applicant for employment because of age, race, creed, color, national origin, ancestry, marital status, sex, affectional or sexual orientation. The contractor will take affirmative action to ensure that such applicants are recruited and employed, and that employees are treated during employment, without regard to their age, race, creed, color, national origin, ancestry, marital status, sex, affectional or sexual orientation. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Public Agency Compliance Officer setting forth provisions of this non-discrimination clause.

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

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

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

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

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

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

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

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

Signature of Procurement Agent

DOC #4

C. 271 POLITICAL CONTRIBUTION DISCLOSURE FORM**Public Agency Instructions**

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

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

DOC #4, continued

C. 271 POLITICAL CONTRIBUTION DISCLOSURE FORM**Contractor Instructions**

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

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

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

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

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

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

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

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

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

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

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

DOC #4, continued

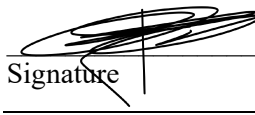
C. 271 POLITICAL CONTRIBUTION DISCLOSURE FORM
 Required Pursuant to N.J.S.A. 19:44A-20.26

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

Part I – Vendor Information

Vendor Name:	INET Inc., dba iParq		
Address:	4100 W Flamingo Road #1403		
City:	Las Vegas	State: NV	Zip: 89103

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

 _____ Signature	Todd Fisher _____ Printed Name	CEO _____ Title
---------------------------------------------------------------------------------------------------------	--------------------------------------	-----------------------

Part II – Contribution Disclosure

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

Check here if disclosure is provided in electronic form

Contributor Name	Recipient Name	Date	Dollar Amount
			\$

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

DOC #4, continued

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

County Name:

State: Governor, and Legislative Leadership Committees

Legislative District #s:

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

County:

Freeholders

{County Executive}

County Clerk

Surrogate

Sheriff

Municipalities (Mayor and members of governing body, regardless of title):

**USERS SHOULD CREATE THEIR OWN FORM, OR DOWNLOAD
FROM THE PAY TO PLAY SECTION OF THE DLGS WEBSITE A
COUNTY-BASED, CUSTOMIZABLE FORM.**

DOC #5

STOCKHOLDER DISCLOSURE CERTIFICATION

Name of Business:

I certify that the list below contains the names and home addresses of all stockholders holding 10% or more of the issued and outstanding stock of the undersigned.

OR

I certify that no one stockholder owns 10% or more of the issued and outstanding stock of the undersigned.

Check the box that represents the type of business organization:

Partnership

Corporation

Sole Proprietorship

Limited Partnership

Limited Liability Corporation

Limited Liability Partnership

Subchapter S Corporation

Sign and notarize the form below, and, if necessary, complete the stockholder list below.

Stockholders:

Name:	Name:
Home Address:	Home Address:
Name:	Name:
Home Address:	Home Address:
Name:	Name:
Home Address:	Home Address:

Subscribed and sworn before me this 14 day of MARCH, 2023

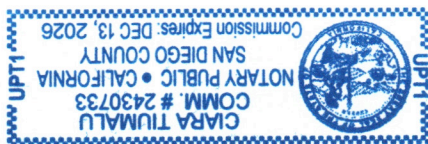
(Notary Public) *Ciara*

My Commission expires: DEC 13 2026

Nathaniel Ferraco
(Affiant)

Nathaniel Ferraco, Director of Sales
(Print name & title of affiant)

(Corporate Seal)



DOC #6

Certification of Non-Involvement in Prohibited Activities in Iran

Pursuant to N.J.S.A. 52:32-58, Offerors must certify that neither the Offeror, nor any of its parents, subsidiaries, and/or affiliates (as defined in N.J.S.A. 52:32 – 56(e) (3)), is listed on the Department of the Treasury’s List of Persons or Entities Engaging in Prohibited Investment Activities in Iran and that neither is involved in any of the investment activities set forth in N.J.S.A. 52:32 – 56(f).

Offerors wishing to do business in New Jersey through this contract must fill out the Certification of Non-Involvement in Prohibited Activities in Iran here:

http://www.state.nj.us/humanservices/dfd/info/standard/fdc/disclosure_investmentact.pdf.

Offerors should submit the above form completed with their proposal.

DOC #7

**NEW JERSEY BUSINESS REGISTRATION CERTIFICATE
(N.J.S.A. 52:32-44)**

Offerors wishing to do business in New Jersey must submit their State Division of Revenue issued Business Registration Certificate with their proposal here. Failure to do so will disqualify the Offeror from offering products or services in New Jersey through any resulting contract.

<https://www.njportal.com/DOR/BusinessRegistration/>

DOC #8

EEOAA EVIDENCE

Equal Employment Opportunity/Affirmative Action
Goods, Professional Services & General Service Projects

EEO/AA Evidence

Vendors are required to submit evidence of compliance with N.J.S.A. 10:5-31 et seq. and N.J.A.C. 17:27 in order to be considered a responsible vendor.

One of the following must be included with submission:


- Copy of Letter of Federal Approval
- Certificate of Employee Information Report
- Fully Executed Form AA302
- Fully Executed EEO-1 Report

See the guidelines at:

https://www.state.nj.us/treasury/contract_compliance/documents/pdf/guidelines/pa.pdf
for further information.

I certify that my bid package includes the required evidence per the above list and State website.

Name: Todd Fisher Title: CEO

Signature:  Date: 03/13/2023

Employee Handbook

All policy statements below reflect requirements or standards based on INET Inc., dba iParq (the Company) classification as an Employer with less than 25 or 50 Employees (depending on applied standards), unless otherwise noted.

Previous Handbook sections Deleted as Confidential and not material to the Omnia PASSHE RFP response. Sections are provided below only as a response to the Omnia PASSHE RFP.

INET Inc. Voluntary Affirmative Action

Diversity and Inclusion Program

INET Inc. has instituted action programs to eliminate identified problem areas and to help achieve specific affirmative action goals. These programs include:

1. Conducting annual analyses of job descriptions to ensure they accurately reflect job functions;
2. Reviewing job descriptions by department and job title using job performance criteria;
3. Making job descriptions available to recruiting sources and available to all members of management involved in the recruiting, screening, selection and promotion processes;
4. Evaluating the total selection process to ensure freedom from bias through:
 - a. Reviewing job applications and other pre-employment forms to ensure information requested is job-related;
 - b. Evaluating selection methods that may have a disparate impact to ensure that they are job-related and consistent with business necessity;
 - c. Training personnel and management staff on proper interview techniques;
 - d. Training in EEO for management and supervisory staff;
5. Using techniques to improve recruitment and increase the flow of Federal Protected Class applicants. INET Inc. presently undertakes the following actions:
 - a. Include the phrase "Equal Opportunity/Affirmative Action Employer" in all printed employment advertisements;
 - b. Place help wanted advertisement, when appropriate, in local Federal Protected Classes media;
 - c. Disseminate information on job opportunities to organizations representing Federal Protected Classes and employment development agencies when job opportunities occur;
 - d. Encourage all employees to refer qualified applicants;
 - e. Actively recruit at secondary schools, junior colleges, colleges and universities with Federal Protected Class enrollments; and
 - f. Request employment agencies to refer qualified Federal Protected Class candidates;

6. Ensuring that all employees are given equal opportunity for promotion. This is achieved by:

- a. Posting promotional opportunities;
- b. Offering counseling to assist employees in identifying promotional opportunities, training and educational programs to enhance promotions and opportunities for job rotation or transfer; and
- c. Evaluating job requirements for promotion.

The Personnel Manager is responsible for the effective implementation of the AAP; however, responsibility is likewise vested with each department manager and supervisor. The AAP is designed to:

- Measure the effectiveness of the AAP/EEO program;
- Document personnel activities;
- Identify problem areas where remedial action is needed; and
- Determine the degree to which INET Inc.'s AAP goals and objectives have been obtained. The following personnel activities are reviewed to ensure nondiscrimination and equal employment opportunity for all individuals without regard to their Federal Protected Classes:
 - Recruitment, advertising, and job application procedures;
 - Hiring, promotion, upgrading, award of tenure, layoff, recall from layoff;
 - Rates of pay and any other forms of compensation including fringe benefits;
 - Job assignments, job classifications, job descriptions, and seniority lists;
 - Sick leave, leaves or absence, or any other leave;
 - Training, apprenticeships, attendance at professional meetings and conferences; and
 - Any other term, condition, or privilege of employment.

Managers and supervisors are asked to report any current or foreseeable EEO problem areas and are asked to outline their suggestions/recommendations for solutions. If problem areas arise, the manager or supervisor is to report problem areas immediately to the Personnel Manager.

1. The Personnel Manager will discuss any problems relating to significant rejection ratios, EEO charges, etc., with the CEO; and
2. The Personnel Manager will report the status of the INET Inc.'s AAP goals and objectives to the CEO. The Personnel Manager will recommend remedial actions for the effective implementation of the AAP.

Discrimination Guidelines

It is the policy of INET Inc. to take affirmative action to insure that applicants are employed, without regard to their Federal Protected Classes. Such action includes, but is not limited to the following employment practices: hiring, promotion, demotion, transfer, recruitment or recruitment advertising, layoff, termination, rates of pay or other forms of compensation and selection for training. Employment practices have been reviewed to determine whether members of the Federal

Protected Classes are receiving fair consideration for job opportunities. Attention has been directed toward executive and middle management levels.

1. The policy concerning INET Inc.'s obligation to provide equal employment opportunity without regard to Federal Protected Classes is communicated to all employees via the Affirmative Action Program.
2. Internal procedures have been developed in this program to insure that INET Inc.'s obligation to provide equal employment opportunity without regard is being fully implemented.
3. Employees are informed at least annually of INET Inc.'s commitment to equal employment opportunity for all persons, without regard to Federal Protected Classes.
4. When applicable, Recruiting sources have been informed of our commitment to provide equal employment opportunity without regard to Federal Protected Classes.
5. Employment records of all employees are reviewed to determine the availability of promotable and transferable employees.
6. INET Inc. engages in recruitment activities at educational institutions with substantial enrollments of Federal Protected Classes.
8. Reasonable accommodations to the religious observances and practices of employees or prospective employees will be made, unless doing so would result in undue hardship. In determining whether undue hardship exists, factors such as the cost to the company and the impact on the rights of other employees would be considered.

Additional Handbook sections redacted here. Sections are provided below only as a response to the Omnia PASSHE RFP.

INET Inc. Sexual Harassment Procedure

Objective

The objective of INET Inc. (the "Company") in implementing and enforcing this policy is to define workplace sexual harassment, prohibit it in all forms, carry out appropriate disciplinary measures in the case of violations, and provide procedures for lodging complaints about conduct that violates this policy and investigating sexual harassment claims.

Scope

This policy applies to all employees of the Company and those working for the Company at all locations. All workers, including supervisors and managers, will be subject to discipline, up to and including discharge, for any act of sexual harassment they commit.

Defining Sexual Harassment

"Sexual harassment" is unwelcome conduct of a sexual nature that is sufficiently persistent or offensive to unreasonably interfere with an employee's job performance or create an intimidating, hostile or offensive working environment. Sexual harassment is defined by the Equal Employment Opportunity Commission Guidelines as unwelcome sexual advances, requests for sexual favors and other verbal or physical conduct of a sexual nature when, for example: a) submission to such conduct is made either explicitly or implicitly a term or condition of an individual's employment, b) submission to or rejection of such conduct by an individual is used as the basis for employment decisions affecting such individual, or c) such conduct has the purpose or effect of unreasonably interfering with an individual's work performance or creating an intimidating, hostile or offensive working environment.

Under Title VII of the Civil Rights Act of 1964, there are two types of sexual harassment: a) quid pro quo and 2) hostile work environment. Sexual harassment can be physical and psychological in nature. An aggregation of a series of incidents can constitute sexual harassment even if one of the incidents considered on its own would not be harassing. Employees are prohibited from harassing other employees whether or not the incidents of harassment occur on employer premises and whether or not the incidents occur during working hours.

Examples of prohibited conduct

Though sexual harassment encompasses a wide range of conduct, some examples of specifically prohibited conduct include the following:

- Physical assaults of a sexual nature, such as rape, sexual battery, molestation or attempts to commit these assaults, and intentional physical conduct that is sexual in nature, such as touching, pinching, patting, grabbing, brushing against another employee's body or poking another employee's body.
- Unwelcome sexual advances, propositions or other sexual comments, such as sexually oriented gestures, noises, remarks, jokes or comments about a person's sexuality or sexual experience.
- Preferential treatment or promises of preferential treatment to an employee for submitting to sexual conduct, including soliciting or attempting to solicit any employee to engage in sexual activity for compensation or reward.
- Subjecting, or threats of subjecting, an employee to unwelcome sexual attention or conduct or intentionally making performance of the employee's job more difficult because of that employee's sex.
- Sexual or discriminatory displays or publications anywhere in the Company's workplace by the Company employees.
- Retaliation for sexual harassment complaints.

Responding to Conduct in Violation of Policy

Employees

If an employee believes that he or she has been subject to sexual harassment or any unwelcome sexual attention, he or she may address the situation directly and immediately to the harasser, if possible. If the inappropriate conduct does not cease, or if the employee is unable to or uncomfortable with addressing the alleged harasser directly, he or she should report the incident to his or her own supervisor or manager, or to the human resource (HR) director. It is helpful, but not required, to provide a written record of the date, time and nature of the incident(s) and the names of any witnesses.

It is important to report any and all concerns of sexual harassment or inappropriate sexual conduct to the HR director or a supervisor/manager as soon as possible. Management must be made aware of the situation so that it can conduct an immediate and impartial investigation and take appropriate action to remediate or prevent the prohibited conduct from continuing.

Managers and Supervisors

Managers and supervisors must deal expeditiously and fairly with allegations of sexual harassment within their departments whether or not there has been a written or formal complaint. They must:

Take all complaints or concerns of alleged or possible harassment or discrimination seriously no matter how minor or who is involved.

Ensure that harassment or inappropriate sexually oriented conduct is immediately reported to HR so that a prompt investigation can occur.

Take any appropriate action to prevent retaliation or prohibited conduct from recurring during and after any investigations or complaints.

Managers and supervisors, who knowingly allow or tolerate sexual harassment or retaliation, including the failure to immediately report such misconduct to HR, are in violation of this policy and subject to discipline.

Human Resources

The HR director is responsible for:

1. Ensuring that both the individual filing the complaint (hereafter referred to as the "complainant") and the accused individual (hereafter referred to as the "respondent") are aware of the seriousness of a sexual harassment complaint.
2. Explaining the Company's sexual harassment policy and investigation procedures to the complainant and the respondent.
3. Exploring informal means of resolving sexual harassment complaints.
4. Notifying the police if criminal activities are alleged.
5. Arranging for an investigation of the alleged harassment and the preparation of a written report.

6. Submitting a written report summarizing the results of the investigation and making recommendations to designated Company officials.
7. Notifying the complainant and the respondent of the corrective actions to be taken, if any, and administering those actions.
8. Complaint Resolution Procedures

Individuals should report complaints of conduct believed to violate Company's sexual harassment policy according to the policy's complaint procedures. To initiate a formal investigation into an alleged violation of this policy, employees may be asked to provide a written statement about the alleged misconduct to the HR director. Complaints should be submitted as soon as possible after an incident has occurred. The HR director may assist the complainant in completing the statement.

To ensure the prompt and thorough investigation of a sexual harassment complaint, the complainant should provide as much of the following information as is possible:

1. The name, department and position of the person or persons allegedly causing the harassment.
2. A description of the incident(s), including the date(s), location(s) and the presence of any witnesses.
3. The effect of the incident(s) on the complainant's ability to perform his or her job, or on other terms or conditions of his or her employment.
4. The names of other individuals who might have been subject to the same or similar harassment.
5. What, if any, steps the complainant has taken to try to stop the harassment.
6. Any other information the complainant believes to be relevant to the harassment complaint.

Discipline

Employees who violate this policy are subject to appropriate discipline. If an investigation results in a finding that this policy has been violated, the mandatory minimum discipline is a written reprimand. The discipline for very serious or repeat violations is termination of employment. Persons who violate this policy may also be subject to civil damages or criminal penalties.

Confidentiality

All inquiries, complaints and investigations are treated confidentially. Information is revealed strictly on a need-to-know basis. Information contained in a formal complaint is kept as confidential as possible. However, the identity of the complainant is usually revealed to the respondent and witnesses. The HR director takes adequate steps to ensure that the complainant is protected from retaliation during the period of the investigation. All information pertaining to a sexual harassment complaint or investigation is maintained by the HR director in secure files. The HR director can answer any questions relating to the procedures for



handling information related to sexual harassment complaints and investigations to complainants and respondents.

Department of Fair Employment and Housing Harassment Training

All employers of 5 or more employees are REQUIRED to provide 1 hour of sexual harassment and abusive conduct prevention training to nonsupervisory employees and 2 hours of sexual harassment and abusive conduct prevention training to supervisors and managers once every two years, in addition to completion of the course within 6 months of hiring. You are required to Save the Certificate and send it to the Human Resources Director.

In addition, the Employer is required to provide this training to 3rd Party staff (Independent Contractors) who maintain a consistent, compensated relationship with the employer. The law requires the training to include practical examples of harassment based on gender identity, gender expression, and sexual orientation. If the 3rd Party has a valid certification of completion of this training, provide it to the Human Resources Director to be exempt from this offered training.

The Department of Fair Employment and Housing provides free online training courses on preventing sexual harassment and abusive conduct in the workplace that satisfy California's legal training requirements pursuant to Gov't Code 12950.1.

Note: Based on advice of counsel and the rigid requirements for the state of California, INET Inc. will utilize the following resources as guidance for this program.

The videos are online at <https://www.dfeh.ca.gov/shpt/>

Other Available Procedures

The procedures available under this policy do not preempt or supersede any legal procedures or remedies otherwise available to a victim of sexual harassment under local, state or federal law.

Administration

This policy will be administered through Company's HR director.

DOC #9
MACBRIDE-PRINCIPLES



**STATE OF NEW JERSEY DEPARTMENT OF THE TREASURY
DIVISION OF PURCHASE AND PROPERTY**

**33 WEST STATE STREET, P.O. BOX 230
TRENTON, NEW JERSEY 08625-0230**

MACBRIDE PRINCIPALS FORM

BID SOLICITATION #: DOC528712455

VENDOR/BIDDER: INET Inc., dba iParq

**VENDOR'S/BIDDER'S REQUIREMENT
TO PROVIDE A CERTIFICATION IN COMPLIANCE WITH THE MACBRIDE PRINCIPALS
AND NORTHERN IRELAND ACT OF 1989**

Pursuant to Public Law 1995, c. 134, a responsible Vendor/Bidder selected, after public bidding, by the Director of the Division of Purchase and Property, pursuant to N.J.S.A. 52:34-12, must complete the certification below by checking one of the two options listed below and signing where indicated. If a Vendor/Bidder that would otherwise be awarded a purchase, contract or agreement does not complete the certification, then the Director may determine, in accordance with applicable law and rules, that it is in the best interest of the State to award the purchase, contract or agreement to another Vendor/Bidder that has completed the certification and has submitted a bid within five (5) percent of the most advantageous bid. If the Director finds contractors to be in violation of the principals that are the subject of this law, he/she shall take such action as may be appropriate and provided by law, rule or contract, including but not limited to, imposing sanctions, seeking compliance, recovering damages, declaring the party in default and seeking debarment or suspension of the party.

I, the undersigned, on behalf the Vendor/Bidder, certify pursuant to N.J.S.A. 52:34-12.2 that:



CHECK THE APPROPRIATE BOX

The Vendor/Bidder has no business operations in Northern Ireland; or



OR

The Vendor/Bidder will take lawful steps in good faith to conduct any business operations it has in Northern Ireland in accordance with the MacBride principals of nondiscrimination in employment as set forth in section 2 of P.L. 1987, c. 177 (N.J.S.A. 52:18A-89.5) and in conformance with the United Kingdom's Fair Employment (Northern Ireland) Act of 1989, and permit independent monitoring of its compliance with those principals.

CERTIFICATION

I, the undersigned, certify that I am authorized to execute this certification on behalf of the Vendor/Bidder, that the foregoing information and any attachments hereto, to the best of my knowledge are true and complete. I acknowledge that the State of New Jersey is relying on the information contained herein, and that the Vendor/Bidder is under a continuing obligation from the date of this certification through the completion of any contract(s) with the State to notify the State in writing of any changes to the information contained herein; that I am aware that it is a criminal offense to make a false statement or misrepresentation in this certification. If I do so, I will be subject to criminal prosecution under the law, and it will constitute a material breach of **my** agreement(s) with the State, permitting the State to declare any contract(s) resulting from this certification to be void and unenforceable.


Signature

03/13/2023
Date

Todd Fisher, CEO
Print Name and Title

Service Agreement Pricing Proposal



Pennsylvania's State System of Higher Education (PASSHE)	
Date Delivered:	03/15/2023
Sales Rep:	Nathaniel Ferraco
Prepared by:	INET Inc, dba iParq
Merchant Account:	iParq Merchant Account
Implementation Timeline Estimate:	90 Days

I. Software

Item	Description	Quantity	Unit of Measure	Co-Op Price	Status	Billed Date	Billing Method
iParq Permit and Enforcement Management System Licensing	iParq Permit & Enforcement Management Module. Manage permit types, automate billing renewals and generate real time reports 24/7/365. Front office cashier drawer module to process & collect parking transactions at office front counter. User profile account to manage parking information and vehicle registration. Virtual front counter to sell parking 24/7/365. SAAS Fees for Modules available or currently in use. Parking Management Software solution with full administrative access, customization, and control. iParq will grant you the use of the Software Product pursuant to the acceptance of iParq Licensing and Terms. User Agreement incorporated into CW19188. iParq grants you the right to use the Software Product via any standard web browser over the World Wide Web (www). This does not include license plate recognition integration.	1	Annual Fee	\$7,000.00	Active	Upon Contract Execution	Invoiced
iParq Permit Management Module Licensing	Manage permit types, automate billing renewals and generate real time reports 24/7/365. Front office cashier drawer module to process & collect parking transactions at office front counter. User profile account to manage parking information and vehicle registration. Permit Management Software solution with full administrative access, customization, and control. Virtual front counter to sell parking 24/7/365. iParq will grant you the use of the Software Product pursuant to the acceptance of iParq Licensing and Terms. User Agreement incorporated into CW19188. iParq grants you the right to use the Software Product via any standard web browser over the World Wide Web (www).	1	Annual Fee	\$4,500.00	Active	Upon Contract Execution	Invoiced
iParq Enforcement and Adjudication Module Licensing	Online adjudication, Online secure payment portal to pay parking citation online. Online citation appeals module, Scofflaw management module to track and restrict parking privilege to repeat violators, Automated aging actions for email and USPS correspondence. Enforcement Management Software solution with full administrative access, customization, and control. iParq will grant you the use of the Software Product pursuant to the acceptance of iParq Licensing and Terms. User Agreement incorporated into CW19188. iParq grants you the right to use the Software Product via any standard web browser over the World Wide Web (www). This does not include license plate recognition integration. This licensing includes use of Software on the Handheld.	1	Annual Fee	\$4,000.00	Active	Upon Contract Execution	Invoiced
iParq Short-Term Reservation Parking Module and Permit on Demand (POD) Licensing	Allows Permit-On-Demand handheld unit users to accept payments of cash, credit card, or pre paid pass. Permit-on-Demand to issue and print barcoded permits in the field. (Third Party ticket validation (white list/black list) may be subject to extra integration costs depending on SOW). Parking Management Software solution with complete administrative access, customization, and control. iParq will grant you the use of the Software Product pursuant to the acceptance of iParq Licensing and Terms. User Agreement incorporated into CW19188. iParq grants you the right to use the Software Product via any standard web browser over the World Wide Web (www). This licensing includes use of Software on the Handheld.	1	Annual Fee	\$4,750.00	Active	Upon Contract Execution	Invoiced
iParq Bulk Reservation (Event Sales) Parking Module Licensing	Bulk Reservations (Event Sales) Management Module: Create, manage, track & generate reports for event parking sales inquiries. Module allows clients to pre-sell customer parking to event, generate & print bar-coded short term permit, and validate at the event. Event Management Software solution with full administrative access, customization, and control. iParq will grant you the use of the Software Product pursuant to the acceptance of iParq Licensing and Terms. User Agreement incorporated into CW19188. iParq grants you the right to use the Software Product via any standard web browser over the World Wide Web (www). This licensing includes use of Software on the Handheld.	1	Annual Fee	\$2,200.00	Active	Upon Contract Execution	Invoiced

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iParq Event Planning Module Licensing	Enable inquiries and confirmations for event resources, either from in-house parties or external (third party) entities. This module also includes Single Sign-On capability and payment via in-house invoice process (Scope TBD) or via accepted credit card methods via client or iParq merchant processors.	1	Annual Fee	\$5,250.00	Active	Upon Contract Execution	Invoiced
iParq POS Bundle, Permit Sales and Fulfillment Management Module Licensing	iParq Permit Sales & Fulfillment Module. Online virtual front counter & fulfillment services to sell parking permit 24/7/365. SAAS Fees for Modules available or currently in use. Permit Management Software solution with full administrative access, customization, and control. iParq will grant you the use of the Software Product pursuant to the acceptance of iParq Licensing and Terms. User Agreement incorporated into CW19188. iParq grants you the right to use the Software Product via any standard web browser over the World Wide Web (www).	1	Annual Fee	\$11,000.00	Active	Upon Contract Execution	Invoiced

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II. Software Maintenance

Item	Description	Quantity	Unit of Measure	Co-Op Price	Status	Billed Date	Billing Method
iParq Parking Database Hosting and Maintenance (AWS Standard Cloud)	Configure and manage cloud hosting servers which ensures adequate Parking Database Storage, Security & Disaster Recovery Solutions are in place. Implement multiple disaster recovery solutions, manage & secure management database. Includes the parking management system software license, patches, updates, and upgrades.	1	Annual Fee	\$7,000.00	Active	Upon Contract Execution	Invoiced
iParq Parking Database Hosting and Maintenance (AWS GovCloud)	Configure and manage cloud hosting servers which ensures adequate Parking Database Storage, Security & Disaster Recovery Solutions are in place. Implement multiple disaster recovery solutions, manage & secure management database. Includes the parking management system software license, patches, updates, and upgrades. AWS GovCloud upgrade includes higher security infrastructure. Immediately provides compliance with a number of certifications including HIPAA and FERPA standards.	1	Annual Fee	\$16,000.00	Active	Upon Contract Execution	Invoiced
iParq Handheld Application Software Hosting and Maintenance	iParq Parking Management System Software and hardware support services includes client support services and operational support services	1	Annual Fee	\$5,500.00	Active	1st of the month of the go live month	Invoiced
IVR Software Hosting and Maintenance	Online IVR hosting service fee, data management and support services. iParq will grant you the use of the Software Product pursuant to the acceptance of iParq Licensing and Terms User Agreement incorporated into CW19188. iParq grants you the right to use the Software Product via any standard web browser over the World Wide Web (www).	1	Per Month	\$3,250.00	Active	Upon Contract Execution	Invoiced
NLETs Recurring Fee Hosting and Maintenance	Recurring fee for NLETs maintenance, support, and hosting.	1	Annual Fee	\$3,250.00	Active	Upon Contract Execution	Invoiced
Custom Domain Hosting and Maintenance	Custom domain name for customer front end website	1	Annual Fee	\$400.00	Active	Upon Contract Execution	Invoiced

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III. Hardware (Lease Only)

Item	Description	Quantity	Unit of Measure	Co-Op Price	Status	Billed Date	Billing Method
iParq Enforcement or POD Handheld Units (LEASE) & Printer	Small, color, wireless, digital camera, scan barcode, handheld issuance device (Samsung S9) including Cellular wireless data connection plan for real time connection; Rugged thermal printer (Zebra ZQ310), battery, AC adapter, and hardware service warranty for all repairs/replacements (Warranty covers replacement or repair of any inoperable equipment due to MFG defect, normal wear and tear, and replacement of any out of date hardware that our software will no longer support during the term of the contract. Warranty excludes lost/stolen hardware). Otter boxes and shoulder straps are provided upon request. (Note: Additional 10% of Required Qty of Handheld Units, for POD units ONLY, ordered will be provided as Back Up at no cost to client). Includes 2 GB data, additional data \$20 per GB. Includes enforcement handheld software license update, upgrades, and software support services. iParq will grant you the use of the Software Product pursuant to the acceptance of iParq Licensing and Terms. User Agreement incorporated into CW19188. iParq grants you the right to use the Software Product via any standard web browser over the World Wide Web (www).	1	Per Unit Per Month	\$200.00	Active	Upon Contract Execution	Invoiced
Data Plan Limiter	Data overage penalty fee applied for data usage exceeding provider allowance of 2GB.	1	Per Each 1 GB	\$30.00	Active	Upon Contract Execution	Invoiced
Handheld: Talk and Text	Talk and text add on per phone.	1	Per Unit Per Month	\$100.00	Active	Upon Contract Execution	Invoiced

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Quad Cradle Charger for Zebra IMZ220 Mobile Printer (LEASE)	Quad chargers able to fully charge up to four (4) printers in just three hours. Hardware service warranty for all repairs/replacements. Warranty covers replacement or repair of any inoperable equipment due to MFG defect, normal wear and tear, and replacement of any out of date hardware that our software will no longer support during the term of the contract. Warranty excludes lost/stolen hardware).	1	Per Unit Per Month	\$75.00	Active	Upon Contract Execution	Invoiced
Electronic Cash Drawer Bundle (LEASE)	Cash Station Bundle (Electronic cash drawer with barcode scanner able to accept to sale or accept payment transaction at parking office). Includes one Cash Drawer, one Receipt Printer, one Barcode Scanner.	1	Per Bundle Per Month	\$250.00	Active	Upon Contract Execution	Invoiced
Hardware Travel Pass Fee	Pass Through Hardware travel fee charged by carrier for clients outside of the U.S. Charged at the current market rate.	1	Per Unit Per Month	QUOTE ONLY	Active	Go Live Date	Invoiced

IV. Hardware (Purchase Only)

Item	Description	Quantity	Unit of Measure	Co-Op Price	Status	Billed Date	Billing Method
Enforcement Application License (required w/Handheld PURCHASE)	Includes enforcement handheld software license update, upgrades, and software support services. iParq will grant you the use of the Software Product pursuant to the acceptance of acceptance of iParq Licensing and Terms. User Agreement incorporated into CW19188. iParq grants you the right to use the Software Product via any standard web browser over the World Wide Web (www).	1	Per Unit Per Month	\$125.00	Active	Upon Contract Execution	Invoiced
Permit-On-Demand Application License (required w/Handheld PURCHASE)	Includes Permit-On-Demand handheld software license update, upgrades, and software support services. iParq will grant you the use of the Software Product pursuant to the acceptance of acceptance of iParq Licensing and Terms. User Agreement incorporated into CW19188. iParq grants you the right to use the Software Product via any standard web browser over the World Wide Web (www).	1	Annual Fee	\$375.00	Active	Upon Contract Execution	Invoiced
Enforcement or POD Handheld Unit (PURCHASE)	Small, color, wireless real-time, digital camera, barcode scanner handheld issuance device	1	Per Unit	\$1,500.00	Active	Upon Request	Invoiced
Data Plan Real Time Enforcement (PURCHASE)	Cellular wireless data connection plan for real time connection	1	Per Handheld Per Month	\$95.00	Active	Upon Request	Invoiced
Electronic Cash Drawer Bundle (PURCHASE)	Cash Station Bundle (Electronic cash drawer with barcode scanner able to accept to sale or accept payment transaction at parking office). Includes one Cash Drawer, one Receipt Printer, one Barcode Scanner. Warranty is available through manufacturers only.	1	Bundle	\$5,000.00	Active	Upon Request	Invoiced
Data Plan Buyout	Early termination fee for data plans/handhelds returned before contract end or lost.	1	One Time Fee	\$3,000.00	Active	Upon Request	Invoiced
Android Otter-Box Protective Case (PURCHASE)	Triple-layer protection and is built from a high-impact defending against scratches, dust and drops. polycarbonate shell, durable silicone and a built-in screen protector.	1	Per Unit	\$95.00	Active	Upon Request	Invoiced
Thermal Printer (PURCHASE)	Ruggedized thermal printer, battery, AC adapter, and MFG. Hardware service warranty for all repairs/replacements (Warranty covers replacement or repair of any inoperable equipment due to MFG defect, normal wear and tear, and replacement of any out of date hardware that our software will no longer support during the term of the contract. Warranty excludes lost/stolen hardware).	1	Per Unit	\$900.00	Active	Upon Request	Invoiced
Shoulder straps (PURCHASE)	For use with Mobile Printer	1	Per Unit	\$35.00	Active	Upon Request	Invoiced
Quad Cradle Charger for Zebra IMZ220 Mobile Printer (PURCHASE)	Quad chargers able to fully charge up to four (4) printers in just three hours	1	Per Unit	\$850.00	Active	Upon Request	Invoiced
Handheld: Extended Maintenance Warranty (PURCHASE)	Year 1 Client covers with Manufacturer. Extended Warranty in effect Year 2 - Year 3 Only. Warranty covers replacement or repair of any inoperable equipment due to MFG defect, normal wear and tear, and replacement of any out of date hardware that our software will no longer support during the term of the contract. Warranty excludes lost/stolen hardware.	1	Annual Per Unit (Year 2 and 3 Only)	\$150.00	Active	Upon Request	Invoiced

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Printer: Extended Maintenance Warranty (PURCHASE)	Year 1 Client covers with Manufacturer. Extended Warranty in effect Year 2 - Year 3 Only. Warranty covers replacement or repair of any inoperable equipment due to MFG defect, normal wear and tear, and replacement of any out of date hardware that our software will no longer support during the term of the contract. Warranty excludes lost/stolen hardware.	1	Annual Per Unit (Year 2 and 3 Only)	\$125.00	Active	Upon Request	Invoiced
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V. Installation / Implementation

Item	Description	Quantity	Unit of Measure	Co-Op Price	Status	Billed Date	Billing Method
Standard Full System Set-Up and Implementation	Enforcement, Bulk Reservations, Permits, & Fulfillment. Includes system software and handheld implementation setup & guideline schedule, software testing and post-installation follow up. Does not include Event Resource Reservation Module.	1	One Time Fee	\$6,000.00	Active	Upon Contract Execution	Invoiced
Standard System Set-up (Enforcement Only)	Includes system software and handheld implementation setup & guideline schedule, software testing and post-installation follow up	1	One Time Fee	\$4,000.00	Active	Upon Contract Execution	Invoiced
Standard System Set-up (Permit and Fulfillment Only)	Includes system software implementation setup & guideline schedule, software testing and post-installation follow up	1	One Time Fee	\$4,000.00	Active	Upon Contract Execution	Invoiced
Event Planning Module Set-Up and Implementation	Enable inquiries and confirmations for event resources, either from in-house parties or external (third party) entities. This module also includes Single Sign-On capability and payment via in-house invoice process (Scope TBD) or via accepted credit card methods via client or iParq merchant processors.	1	One Time Fee	\$4,500.00	Active	Upon Contract Execution	Invoiced
Standard System Set-up (POD Module Only)	Includes system software and handheld implementation setup & guideline schedule, software testing and post-installation follow up	1	One Time Fee	\$3,000.00	Active	Upon Contract Execution	Invoiced
Sub-Account Implementation	Customer Implementation, System Setup, and Training for Subaccount. Customer implementation, guidelines, software setup, and system testing before go live date.	1	Per Day	\$2,000.00	Active	Upon Contract Execution	Invoiced

Data Conversions	<p>Client has requested a legacy data migration of client data.</p> <p>iParq will provide the client the Parking Management legacy data currently hosted by the Current Vendor as defined in the Scope of Work, while adhering to the following business rules:</p> <ul style="list-style-type: none"> - iParq will provide specifications to the client to communicate iParq Data Migration requirements to the Current Vendor. - iParq will work directly only with a client representative assigned to this project as a main point of contact for iParq communications. Client may not designate as their representative (main point of contact) for this project any employee and/or contractor affiliated with the Current Vendor. - Based on Non-Disclosure and Confidentiality Agreements currently in force, all iParq interactions with the Current Vendor will be monitored, brokered, presented, and/or communicated by the client representative on behalf of iParq. <p>Scope of Work</p> <ul style="list-style-type: none"> - iParq will provide two Preliminary dataset migrations and one Final dataset migration. If additional data migrations are required, iParq will provide revised pricing based on Scope of Work. - Pricing is based on a maximum of 2 years of historical data. If additional years of data are required, iParq will provide revised pricing based on Scope of Work. - Any additional Data migrations requested by the client, iParq will provide revised pricing based on Scope of Work. - Any additional requirements not included in the Scope of Work that is identified by a client representative will be considered as a "Change Order" (\$175 per Request), requiring approval of additional Proposals for Products and Services - The Scope of Work defined herein is based on a set price and is not divisible. <p>Preliminary Dataset 1 First data migration based on client specified partial dataset provided by the client to iParq. Client will review data in iParq Staging server and compare to their current enterprise parking management system. Any variances will be resolved by the Current Vendor and the client representative.</p> <p>Preliminary Dataset 2 Second data migration based on full dataset to current date provided by the client to iParq. Client will review data in iParq Staging server and compare to their current enterprise parking management system. Any variances will be resolved by Current Vendor and the client.</p> <p>FINAL Dataset Final data migration based on full dataset to current date provided by the client to iParq. Client will review data in iParq staging server and compare to their enterprise parking management system and provide approval for data to go live in iParq Production server.</p>	1	One Time Fee	\$5,000.00	Active	Upon Contract Execution	Invoiced
Data Conversion Data Mapping	iParq will reformat your data for the Data Conversion, on your behalf. We will take your existing data and turn it into a dataset that iParq can import, putting all your data into a format that can be converted into the iParq System.	1	One Time Fee	QUOTE ONLY	Active	Upon Contract Execution	Invoiced
Real Time Integration/SSO	SAML, LDAP, CAS, etc. Also included, if not already established, a User Import File and Pre-qual file for importing accounts/profiles and pre-approving permit purchases (if desired).	1	One Time Fee	\$10,450.00	Active	Upon Contract Execution	Invoiced
Secure File Transfer Protocol	Interface a secure file transfer protocol in flight and at rest, from iParq network to institution network	1	One Time Fee	\$3,275.00	Active	Upon Contract Execution	Invoiced
Custom Integration	Can be applicable to any third party... (MP, LPR non-preferred system, pay by cell, etc)	1	Per Hour	\$325.00	Active	Upon Contract Execution	Invoiced
License Plate Recognition System Integration	Integration with preferred 3rd party Fixed/Mobile LPR system to provide reporting for vehicle enforcement.	1	One Time Fee	\$5,250.00	Active	Upon Contract Execution	Invoiced
License Plate Recognition System Nightly or Periodic Data Feed	Dependent on scope. Applicable ONLY to clients who do not use our Enforcement system.	1	Per Month	\$1,000.00	Active	Upon Contract Execution	Invoiced

In-State Registered Owner Information using License Plate or VIN Identification	Direct DMV online module CA only. Retrieve register owner information to send notice, holds, or releases.	1	One Time Fee	\$725.00	Active	Upon Contract Execution	Invoiced
In-State Registered Owner Information using License Plate or VIN Identification	Direct DMV online module (client State). Retrieve register owner information to send notice, holds, or releases.	1	Per Hour	\$325.00	Active	Upon Request	Invoiced
50 States Registered Owner Information using License Plate or VIN Identification via NLETs and client provided ORI	Direct DMV online module. Retrieve register owner information to send notice, holds, or releases.	1	One Time Fee	\$3,750.00	Active	Upon Contract Execution	Invoiced
Interactive Voice Recognition Setup and Integration.	Includes development of integration architecture and scripting to enable communications between iParq's secure IVR and client database system	1	One Time Fee	QUOTE ONLY	Active	Upon Contract Execution	Invoiced
Operations Change Order	Client initiated changes in permit design or implementation schedule post sign-off. Any additional requirements not included in the Scope of Work will be considered as a "Change Order" requiring approval of additional Proposals for Products and Services.	1	Per Change Order	\$250.00	Active	Upon Request	Invoiced

VI. Travel / Training

Item	Description	Quantity	Unit of Measure	Co-Op Price	Status	Billed Date	Billing Method
Travel Expense	Includes Car Rental, Hotel, Airfare, Food (when visits are not for Training)	1	Per Day	\$1,500.00	Active	Upon Request	Invoiced
Custom Onsite Training	Custom onsite training session provide personalized classroom material based on institution request. Includes travel expense, airfare, and lodging. (Standard Rate will apply beyond Scope of Work)	1	Per Day	\$1,500.00	Active	Upon Request	Invoiced

VII. Permits

Item	Description	Quantity	Unit of Measure	Co-Op Price	Status	Billed Date	Billing Method
iPermit Design and Set Up Fee/iPermit Design Template	Custom permit template design with client's personal logo and picture. First 2 Designs are Free, per calendar year (January 1-December 31).	1	Per Design	\$325.00	Active	Upon Request	Invoiced
iPermit Standard Permit Printing Costs	2.25"x3" full color, front adhesive based, anti-fraud/duplication, re-positionable parking permit	1	Per Permit	QUOTE ONLY	Active	Upon Request	Invoiced
iParq Special Order Permit Printing Costs	3"x 4" front adhesive or 2.25"x3" rear adhesive full color, anti-fraud/duplication, re-positionable parking permit. If special order quantity is 20% or less of total permits printed standard cost will be charged.	1	Per Permit	QUOTE ONLY	Active	Upon Request	Invoiced
iParq Standard Permit Extreme Permit Printing Costs	2.25"x3" full color, front adhesive based, anti-fraud/duplication, re-positionable parking permit. Extreme equals up to 200 degrees F and 4 degrees F.	1	Per Permit	QUOTE ONLY	Active	Upon Request	Invoiced
iParq Special Order Extreme Permit Printing	3"x 4" front adhesive or 2.25"x3" rear adhesive full color, anti-fraud/duplication, re-positionable parking permit. If special order quantity is 20% or less of total permits printed standard cost will be charged. Extreme equals up to 200 degrees F and 4 degrees F.	1	Per Permit	QUOTE ONLY	Active	Upon Request	Invoiced
Full Bleed Permit Printing and Cutting Requirement	Full Bleed Print is a permit with an image and/or design that has no minimum border to accommodate the cut between each permit. Cost for print setup and additional labor required for cutting.	1	Per Hour	QUOTE ONLY	Active	Upon Request	Invoiced
Permit Reprint/Small Order Fee	For orders less than 200 permits (if available). Plus permit printing fee.	1	Per Order plus Permit Fee	QUOTE ONLY	Active	Upon Request	Invoiced
Standard Permit Hang Tags	Option offered to transfer permit between vehicles (for customers who have multiple vehicles registered to a valid permit). Hangtag rated for up to 135 degree interior.	1	Per Unit	QUOTE ONLY	Active	Upon Request	Invoiced
Extreme Permit Hang Tag	Option offered to transfer permit between vehicles (for customers who have multiple vehicles registered to a valid permit). Hangtag rated for up to 185 degree interior.	1	Per Unit	QUOTE ONLY	Active	Upon Request	Invoiced
Additional Insert Printing	Additional insert printing. One side, b&w printing on white A4 paper. Per page cost. Minimum order of 5,000.	1	Per Page	QUOTE ONLY	Active	Upon Request	Invoiced

Additional Insert Stuffing	Additional insert stuffing for permits. Does not include printing. Inserts are mailed in bulk to iParq.	1	Per Mailing	QUOTE ONLY	Active	Upon Request	Invoiced
Permit Rush Order Fee	For rush orders in less than 30 days. Plus Permit Printing fee.	1	Per Order plus Permit Fee	QUOTE ONLY	Active	Upon Request	Invoiced
Permit Special Handling	iParq staff to manually handle special permit process. Fee in addition to fulfillment fees.	1	Per Permit	\$0.50	Active	Go Live Date	Invoiced
Permit Fulfillment Fee	Standard permit sales. iParq will print, generate, track and mail each permit to the approved applicant. One page iParq standard insert included. USPS First Class Postage is included. Optional customer paid. (Includes Bike Permits)	1	Per Permit	\$6.95	Active	Go Live Date	Netted
iParq Over The Counter Processing Fee	Over the Counter (OTC) permit sales of permits, bus pass, hang tags, bike permits, scratch offs, etc. iParq will print, generate, track and mail bulk permit to the client. The fulfillment process will be completed Over The Counter. (Includes Bike Permits)	1	Per Permit	\$5.95	Active	Go Live Date	Netted
Third Party Over The Counter Permit Processing Fee	Over the Counter (OTC) permit sales of permits, bus pass, hang tags, bike permits, scratch offs, etc. Third Party will print, generate, track and mail bulk permit to the client. The fulfillment process will be completed Over The Counter or through a Third Party Vendor. (Includes Bike Permits)	1	Per Permit	\$4.95	Active	Go Live Date	Netted
Virtual Permit Processing Fee	Virtual Permits-No permit purchase required. Typically used for VIP Registration and License Plate Recognition.	1	Per Permit	\$2.95	Active	Go Live Date	Netted
Daily Pass/ Temporary Permit Fee	Daily fee for all short term guest/daily/visitor parking pass. Client selects parameters for # of days permit is valid. Daily fee for all complimentary short term guest/daily/visitor parking pass. Consecutive day maximum at this rate is 14 days.	1	Per Permit Per Day	\$1.95	Active	Go Live Date	Netted
Complimentary Daily Pass/ Temporary Permit Fee	Daily fee for all complimentary short term guest/daily/visitor parking pass. Client selects parameters for # of days permit is valid. Consecutive day maximum at this rate is 14 days.	1	Per Permit	\$0.95	Active	Go Live Date	Netted
Recurring Billing Transaction Fee (optional customer paid)	Recurrence intervals transaction fee allows the service to bill your customer every week, month or year	1	Per Transaction	\$2.25	Active	Go Live Date	Netted
Non-iParq Barcode Assignment (3rd Party)	iParq staff to manually enter permit barcode for permit inventory printed by a 3rd party vendor.	1	Per Permit	QUOTE ONLY	Active	Go Live Date	Invoiced
Non-iParq Barcode Assignment Error Correction (3rd Party)	iParq staff required to correct permit barcode errors caused by a 3rd party vendor. This fee is in addition to the fee for manually entering the barcode assignment for permit inventory. This fee will not be charged if incorrect permit barcode permits are reprinted by the vendor to resolve the issue.	1	Per Permit	QUOTE ONLY	Active	Upon Request	Invoiced

VIII. Citations

Item	Description	Quantity	Unit of Measure	Co-Op Price	Status	Billed Date	Billing Method
Custom Citation or Notice Paper	Custom, pre-printed standard Citation or Notice receipt paper. Minimum of 250 rolls.	1	Per Roll	QUOTE ONLY	Active	Upon Request	Invoiced
Custom Citation Roll Plate Fee	Plate design fee for new Custom Citation paper. Required orders of at least 250 rolls.	1	One Time Fee	QUOTE ONLY	Active	Upon Request	Invoiced
iParq Standard Citation or Notice Paper	iParq Standard Citation or Notice paper.	1	Per Roll	QUOTE ONLY	Active	Upon Request	Invoiced
Standard Citation or Notice Envelopes	iParq Standard stock and design. 100 per box.	1	Box	QUOTE ONLY	Active	Upon Request	Invoiced
Citation Issuance Fee - Electronic & Manual	Processing fee for each electronic and manual citation or warning that is entered into the Enforcement System.	1	Per Citation Issued	\$1.50	Active	Go Live Date	Netted
Citation Payment Collection Fee - Based on Total \$ Collected / Transferred to Collections (Non - Revenue Share Model)	Any citation that is recorded as transferred out of our system to a 3rd Party (under the control of the client). The client determines via Aging Actions in the Adjudication Process when this Transfer is to occur. The citation amount to be collected upon is transferred to the 3rd Party and recorded as Closed in our system. No additional action is taken on our system and iParq does not participate in the Collection process.	1	Per Citation Collected	\$3.75	Active	Go Live Date	Netted
Citation Payment Collection Fee - Based on Total \$ Collected / Transferred to Collections (Revenue Share Model)	Any citation that is recorded as transferred out of our system to a 3rd Party (under the control of the client). The client determines via Aging Actions in the Adjudication Process when this Transfer is to occur. The citation amount to be collected upon is transferred to the 3rd Party and recorded as Closed in our system. No additional action is taken on our system and iParq does not participate in the Collection process.	1	% Revenue	QUOTE ONLY	Active	Go Live Date	Netted

Citation Payment CA State and County Fees	Deduction required per citation or notice if iParq pays State and County Fees on behalf of client. Client notified during Enforcement Implementation to determine offset options via Citation/Notice design or adjust delinquent payment fees. All fees are based jurisdiction and determined during implementation. Based on current price set by the third-party. Passthrough, during the life of the contract.	1	Per Citation Collected	QUOTE Only	Active	Go Live Date	Netted
Citation Payment CA County Handicap State Linkage Fee	County Handicap State Linkage Fee. All fees are based jurisdiction and determined during implementation. Based on current price set by the third-party. Passthrough, during the life of the contract.	1	Per Citation Collected	QUOTE Only	Active	Go Live Date	Netted
Citation Payment Processing Fee	Citation payment processing fee for every payment type processed with the enforcement system.	1	Per Citation Transaction	\$4.25	Active	Go Live Date	Netted
Registered Owner Lookup	Registered Owner Lookup for in-state and/or out-of-state using a Department of Motor Vehicles entity and/or the National Law Enforcement Telecommunications System (NLETS).	1	Per Lookup	\$0.75	Active	Go Live Date	Netted
Delinquent Notification Mailer	Delinquent notification mailer includes United States Postal Service First Class Mail Delivery	1	Per Mailing	QUOTE ONLY	Active	Go Live Date	Netted
Special Correspondence Mailer (where applicable)	Special enforcement collection notification mailer includes United States Postal Service First Class Mail Delivery	1	Per Mailing	QUOTE ONLY	Active	Go Live Date	Netted
Administrative Hearing Scheduling	Includes schedule hearing, place hold on each citation, and send all correspondence to hearing officer. (Adjudication Module is required.)	1	Per Hearing Scheduled	\$1.25	Active	Go Live Date	Netted

IX. Event Fee's (POD)

Item	Description	Quantity	Unit of Measure	Co-Op Price	Status	Billed Date	Billing Method
Custom Permit on Demand Paper	Custom, pre-printed standard POD receipt paper. Estimate 95 transactions per roll.	1	Per Roll	QUOTE ONLY	Active	Upon Request	Invoiced
iParq Standard Permit On Demand Paper	iParq Standard POD receipt paper. Estimate 95 transactions per roll.	1	Per Roll	QUOTE ONLY	Active	Upon Request	Invoiced
Event Transaction Fee (Event Pre-Sale)	Pre-Sale on Event System fee for all special event parking	1	Per Permit	\$2.95	Active	Go Live Date	Netted
Event Transaction Fee (Event Sales)	Sale on POD transaction fee for all special event parking	1	Per Permit	\$2.25	Active	Go Live Date	Netted
Complimentary Event Pass	Daily fee for complimentary Event Parking Pass or greenlist/voucher. Client selects parameters for # of days permit is valid.	1	Per Permit Per Day	\$0.95	Active	Go Live Date	Netted

X. Event Planning Module

Item	Description	Quantity	Unit of Measure	Co-Op Price	Status	Billed Date	Billing Method
Event Planning Module Credit Card Processing Fee	Payment for approved event reservations using client-accepted credit card methods via client or iParq merchant processors. Occurs upon Invoicing customer for event.	1	Per Transaction	\$4.95	Active	Go Live Date	Netted

XI. Added Value Services

Item	Description	Quantity	Unit of Measure	Co-Op Price	Status	Billed Date	Billing Method
Standard Rate: Custom Programming, Database Subsystem Integration Services, or Reporting Beyond Scope of Work	Custom Programming / Integration beyond the scope of work/Develop custom report beyond the scope of work. (iParq Timeline, Normal Business Hours to achieve Milestone)	1	Per Hour	\$325.00	Active	Upon Request	Invoiced
After Hours/Rush Order Rate: Custom Programming, Database Subsystem Integration Services, or Reporting Beyond Scope of Work	Custom Programming / Integration beyond the scope of work/Develop custom report beyond the scope of work. 1.5 times Standard Rate. (Client Timeline, After Business Hours work required to achieve Milestone)	1	Per Hour	\$500.00	Active	Upon Request	Invoiced

Booster	4G LTE Network Extender enhances 4G LTE coverage for businesses up to 7,500 square feet (about a 50-foot radius). Boosts a weak cell signal for rebroadcasting inside your area in need. Cost variable by cell network.	1	Per Unit	QUOTE ONLY	Active	Upon Request	Invoiced
Barcode Scanner	iParq provided TaoTronics scanner for permit or scanner citation barcodes with adjustable stand.	1	Per Unit	QUOTE Only	Active	Upon Request	Invoiced
iParq Administrative Services	Any Administrative work beyond standard scope of services. Including - but not limited to - Customer Applications, Permit Orders, Payments or appeals uploaded by iParq staff, Uploading customer information, Mail in customer application processing, etc.	1	Per Hour	\$75.00	Active	Upon Request	Invoiced
Phone Order Fee	Phone orders processed by iParq staff.	1	Per Transaction	\$15.00	Active	Upon Request	Invoiced
External Mass E-mail Notification Services	iParq "in-house" mass email service. Sliding scale pricing based on amount of notice. No quantity restrictions. This pricing does not apply to client use of Mustang Email Module, use of this module is unrestricted and free. 5+ Day Notice (\$0.01 per contact), 4 Day Notice (\$0.05 per contact), 3 Day Notice (\$0.08 per contact), 2 Day Notice (\$0.10 per contact), 1 Day Notice (\$0.15 per contact), 8 Hour Notice (\$0.25 per contact), 4 Hour Notice (\$0.50 per contact).	1	Per Email (Sliding scale from \$0.01 to \$0.50 per email based on amount of notice. 5 days notice cost is Free)	TBD	Active	Upon Request	Invoiced
Inbound Customer Calls - IVR	Call Usage Costs for one inbound line. Based on Carrier cost. Price based on volume of calls per month.	1	Per Month	QUOTE ONLY	Active	Upon Request	Invoiced
Consultative Services: Research, Investigation, and Reporting. Includes Case Studies, Proposals (RFP/RFQ/RFI), and Bids.	Scope and Estimated Hours negotiated based on Requests	1	Per Hour	\$300.00	Active	Upon Request	Invoiced
Consultation (Audits) - Quarterly, Annually, or at Client Request	Internet and System set up vulnerability audits. Contract Compliance audit (including pricing/invoicing).	1	Per Day	\$1,250.00	Active	Upon Request	Invoiced
Lot Survey Analysis	Periodic Car Counts and Reporting (invoiced per client request). Pricing based on NTE Requirements. Negotiate for larger properties.	1	Per Report	QUOTE ONLY	Active	Upon Request	Invoiced
Shipping Cost	Pass-through cost for shipping permits, handhelds, and any other products requested by client. (as needed - both directions). Shipping charges for replacements are paid by the client.	1	Per Shipment	QUOTE ONLY	Active	Upon Request	Invoiced

XII.Accounting Fees

Item	Description	Quantity	Unit of Measure	Co-Op Price	Status	Billed Date	Billing Method
Visa	Credit card processing fee using Visa	1	Per Transaction	3.75%	Active	Go Live Date	Netted
Mastercard	Credit card processing fee using MasterCard	1	Per Transaction	3.75%	Active	Go Live Date	Netted
American Express	Credit card processing fee using American Express	1	Per Transaction	4.25%	Active	Go Live Date	Netted
Discover	Credit card processing fee using Discover	1	Per Transaction	4.25%	Active	Go Live Date	Netted
Electronic Check	Processing fee for electronic check transactions. iParq will manage collections for all transactions of this payment type, regardless of whether iParq Merchant Account or Client Owned Merchant Account is used.	1	Per Transaction	4.25%	Active	Go Live Date	Netted
NSF Check, Chargeback, ACH Declines	Fee for NSF Checks, Chargebacks, and ACH Declines.	1	Per Transaction	\$55.00	Active	Go Live Date	Netted
Stop Payment Fee	Only valid for 6 months; to be renewed at client discretion for additional fee. Client is liable for funds if the check is cashed while on Stop Payment or if Stop Payment expires.	1	Per Transaction	\$45.00	Active	Go Live Date	Netted
Refund Fee (billed as needed)	Financial Services	1	Per Transaction	\$17.50	Active	Go Live Date	Netted

Valid Returns		1	Per Transaction	\$10.00	Active	Go Live Date	Netted
VZW Economic Adjustment Charge	Applied when lines who are activated or upgraded. Based on current price set by vendor. Passthrough, during the life of the contract.	1	Per Transaction	QUOTE Only	Active	Go Live Date	Netted
Client Paper Check Processing	Financial Services. Fee administered for the issuance or receipt of paper checks by vendor as payment for services rendered. ACH payment processing is free.	1	Per Check	\$20.00	Active	Go Live Date	Netted
End-User Paper Check Processing	Financial Services. Fee administered for the issuance of paper checks by the end-user to vendor as payment for Permit and Citations transactions. This Fee is also applied when refunds are processed by iParq through paper checks. ACH is free.	1	Per Check	\$20.00	Active	Go Live Date	Netted
Mail in Payments Processing	Financial Services. Fee administered for payment processing (mail in) to iParq team by end-user for Permit and Citations transactions. ACH is free.	1	Per Transaction	\$10.00	Active	Go Live Date	Netted
3rd Party Special Collections	Third party special collection service	1	% Retained Per Collected \$ Amount	50.00%	Active	Go Live Date	Invoiced
Additional Remittance	Any statements or remittances issued beyond one time per month for one client. Example, if 4 statements issued in one month, client is charged for 3 of them.	1	Per Report	\$150.00	Active	Upon Request	Invoiced
Institution being added to iNet's Insurance as Interested Party	If requested or required, Client can be added as an additional insured on iParq's insurance policy.	1	Annual Fee	\$750.00	Active	Upon Contract Execution	Invoiced
Statement and Invoice Delivery - 20th	iParq Accounting (accounting@iparq.com) will send statements and invoices on the 20th of each month	1	Per Month	\$0.00	Active	Go Live Date	Invoiced
Statement and Invoice Delivery - 5th	iParq accounting (accounting@iparq.com) will send statements and invoices on the 5th of each month	1	Per Month	\$475.00	Active	Go Live Date	Invoiced
State & County Fees iParq Remittance Setup	Client will provide iParq accounting staff state and county fee breakdown and county contact information.	1	One Time Fee	\$750.00	Active	Upon Request	Invoiced
State & County Fees iParq Remittance Fee	Monthly remittance of state & county fees. Remittance completed by iParq staff to county on behalf of client.	1	Per Month	\$375.00	Active	Go Live Date	Netted

- iParq makes no warranties/guarantees for any processes, features, or use of data beyond the defined Scope of Work.
- Any additional requirements not included in the Scope of Work, that is identified by the client representative will be considered as a "Change Order", requiring approval of additional Proposals for Products and Services.
- Any work or assurance required outside the scope of work defined herein will be the responsibility of the client.
- All prices exclude taxes and any other out of pocket costs incurred by iParq to deliver and or install equipment and other materials.
- The Scope of Services defined herein is based on a set price and is not divisible.
- Circumstances encountered during the performance of the engagement that warrant additional time, expense or other cost could cause us to be unable to complete the engagement within the above estimates. Both parties will endeavor to notify the other party of any such circumstances as they are encountered.
- ~~The Company reserves the right to institute a price/fee adjustment during the term of the Service Agreement due to cost changes deemed as significant and material to the Company, such as, but not limited to: COLA/Cost of Services/Cost of Materials/Force Majeure increases incurred by the Company. The Company will make every effort to avoid these changes and provide 30-Day Notice to the Subscriber should these changes become evident.~~
- ~~The above Pricing Proposal is Confidential and the sole property of INET Inc. dba iParq. It has been provided to you (the "Client") for your review only. Distribution of these materials beyond the entity defined will be considered a breach of Confidentiality, subject to actions as defined within the executed Non-Disclosure Agreement.~~
- Price quotes valid for sixty (60) days. All prices quoted in U.S. Dollars (USD).

Costs per CW19188 as submitted to RFP # Doc528712455

As a public entity, pricing information is not considered a trade secret, confidential or proprietary information.

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Status	Definitions
Option to be Negotiated	For items where the client is undecided. Must be changed to Active or Opt Out before client signs.
Paid by Parker	Fee paid by parker (student, employee, citizen , etc.), not paid by institution/Client.
Waived	A line item on the Pricing Proposal is identified as "Waived" when Client uses but is NOT being charged for the service/Product
Waived Year 1 Only	Recurring cost will begin being billed in year 2 and billed on an annual basis

Billed in Year 2	One time cost will be invoiced at the beginning of year 2
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**Pennsylvania's State System of Higher Education
RFP # Doc528712455 Parking Management Solutions
Appendix B - Cost Proposal Response Template**

OFFEROR COMPANY NAME: INET Inc., dba iParq
OFFEROR CONTACT NAME: Nate Ferraco
CONTACT EMAIL ADDRESS: iparqsales@iparq.com

Product/Service Name	Product Code	Quantity	Cost	Total	Installation/Implementation	Warranty	Support Cost	Additional Fees
Year 1	iParq Permit Management Module Licensing	1	\$ 4,500.00	\$ 4,500.00	\$ 4,000.00	Included	\$ 7,000.00	\$325/Permit Design (2 Free/yr) \$0.99/Standard Permit Printing \$1.55/Special Permit Printing \$6.95/Permit Fulfillment Fee \$5.95/iParq OTC Processing Fee \$4.95/Third Party Permit Processing \$2.95/Virtual Permit Processing \$1.95/Daily Pass,Temp Permit
Year 2	iParq Permit Management Module Licensing	1	\$ 4,500.00	\$ 4,500.00	0	Included	\$ 7,000.00	
Year 3	iParq Permit Management Module Licensing	1	\$ 4,500.00	\$ 4,500.00	0	Included	\$ 7,000.00	

Product/Service Name	Product Code	Quantity	Cost	Total	Installation/Implementation	Warranty	Support Cost	Additional Fees
Year 1	iParq Enforcement and Adjudication Module Licensing	1	\$ 4,000.00	\$ 4,000.00	\$ 4,000.00	Included	\$ 5,500.00	Custom Citation Paper -QUOTE ONLY Stand. Citation Paper-QUOTE ONLY \$1.50/Citation Issuance \$3.75/Transferred to Collections \$4.25/Citation Payment Processing \$0.75/Registered Owner Lookup Delinquent Notification Mailer-QUOTE ONLY
Year 2	iParq Enforcement and Adjudication Module Licensing	1	\$ 4,000.00	\$ 4,000.00	0	Included	\$ 5,500.00	
Year 3	iParq Enforcement and Adjudication Module Licensing	1	\$ 4,000.00	\$ 4,000.00	0	Included	\$ 5,500.00	

Product/Service Name	Product Code	Quantity	Cost	Total	Installation/Implementation	Warranty	Support Cost	Additional Fees
Year 1	iParq Enforcement or POD Handheld Units (LEASE) & Printer	1	200/month	\$ 2,400.00	Included	Included	Included	
Year 2	iParq Enforcement or POD Handheld Units (LEASE) & Printer	1	200/month	\$ 2,400.00	Included	Included	Included	
Year 3	iParq Enforcement or POD Handheld Units (LEASE) & Printer	1	200/month	\$ 2,400.00	Included	Included	Included	

Product/Service Name	Product Code	Quantity	Cost	Total	Installation/Implementation	Warranty	Support Cost	Additional Fees
Year 1	Genetec/Route1 License Plate Recognition System Integration	1	N/A	N/A	\$ 5,250.00	N/A	N/A	
Year 2	N/A							
Year 3	N/A							

Product/Service Name	Product Code	Quantity	Cost	Total	Installation/Implementation	Warranty	Support Cost	Additional Fees
Year 1	Real Time Integration/SSO	1	N/A	N/A	\$ 10,450.00	Included	Included	
Year 2	N/A							
Year 3	N/A							

Product/Service Name	Product Code	Quantity	Cost	Total	Installation/Implementation	Warranty	Support Cost	Additional Fees
Year 1	Secure File Transfer Protocol	1	N/A	N/A	\$ 3,275.00	Included	Included	
Year 2	N/A							
Year 3	N/A							

Product/Service Name	Product Code	Quantity	Cost	Total	Installation/Implementation	Warranty	Support Cost	Additional Fees
Year 1	Ellucian Banner Real-Time Integration	TBD	\$325/hr	TBD	N/A	Included	Included	
Year 2	N/A							
Year 3	N/A							

Product/Service Name	Product Code	Quantity	Cost	Total	Installation/Implementation	Warranty	Support Cost	Additional Fees
Year 1	XX Parking Pay Stations Integration							
Year 2	N/A							
Year 3	N/A							

Product/Service Name	Product Code	Quantity	Cost	Total	Installation/Implementation	Warranty	Support Cost	Additional Fees
Year 1	NLETs Integration	1	N/A	N/A	\$ 3,750.00	Included	Included	
Year 2	NLETs Recurring Fee Hosting and Maintenance	1	\$ 3,250.00	\$ 3,250.00	N/A	Included	Included	
Year 3	NLETs Recurring Fee Hosting and Maintenance	1	\$ 3,250.00	\$ 3,250.00	N/A	Included	Included	

Product/Service Name	Product Code	Quantity	Cost	Total	Installation/Implementation	Warranty	Support Cost	Additional Fees
Year 1	Custom Integration	TBD	\$325/hr	TBD	N/A	Include	Included	Included
Year 2	Custom Integration	TBD	\$325/hr	TBD	N/A	Include	Included	Included
Year 3	Custom Integration	TBD	\$325/hr	TBD	N/A	Include	Included	Included

Product/Service Name	Product Code	Quantity	Cost	Total	Installation/Implementation	Warranty	Support Cost	Additional Fees
License Plate Recognition (LPR) Technology								
Year 1	R2023-394	1			\$ 10,530.00	\$ 6,826.05	\$ 4,954.00	
Year 1	Hardware and Software - Sensors and data Acquisition	1			\$ 12,861.75			
Year 1	Hardware and Software - User Interface and Communication	1			\$ 5,371.27			
Year 2	Support and Licenses					\$ 6,826.05	\$ 4,954.00	
Year 3	Support and Licenses					\$ 6,826.05	\$ 4,954.00	

**Pennsylvania's State System of Higher Education
RFP # Doc528712455 Parking Management Solutions
Appendix B - Cost Proposal Response Template**

Instructions: Outline your proposed value-added services and estimated dollar value of those services that your company will provide over and above those required by this RFP at no additional charge, per your response to the Technical Submittal Response Template.

Value-Added Services Attributes includes but is not limited to competitive advantages, efficiencies, and optional services distinct from the main technical requirements.

Value Added Service	Dollar Value
Included system updates. iParq focuses on R&D, our system software is constantly updated, in an effort to provide state-of-the-art Parking Manage technology. These updates to the iParq system are pushed out to all of our client's cloud-based accounts automatically, and free of charge.	\$16,250.00
System Warranty included.	\$4,000.00
Route1 provides both on- and off-site end-to-end coverage and support post installation, for both LPR software and technology.	\$10,000.00

**Pennsylvania's State System of Higher Education
RFP # Doc528712455 Parking Management Solutions
Appendix B - Cost Proposal Response Template**

Instructions: Please respond to the following qualitative questions related to the Cost Proposal.

Question	Response
Please address how you will handle annual price increases.	There will be no price increases in Subscription or Transactions fees, during the course of the contract. Only those items with "Quote Only" may see increases when those costs are increased by our Supplier, in which case the price will be delivered to the Client beforehand.