

100 Southeast Third Avenue 10th Floor
Fort Lauderdale, FL 33394
Phone:1 (877) 697-2646
E-mail: Info@mypango.com

Request For Proposal Response For:

NCPA

National Cooperative Purchasing Alliance

Parking Meters



RFP NO. 15-19

PROJECT MANAGER

Steve Synder - Vice President
100 Southeast Third Avenue, 10Th Floor Fort Lauderdale, FL 33394
Phone: (215) 206-8545 E-mail: Ssnyder@mobilesmart.city

PROPOSAL DATE:

07/23/2019

MASTER AGREEMENT / SIGNATURE FORM

Tab 1 – Master Agreement General Terms and Conditions

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

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

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

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

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

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

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

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

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

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

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

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

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

◆ Prevailing Wage

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

◆ Miscellaneous

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

◆ Open Records Policy

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

Process

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

- ◆ **Contract Administration**
 - The contract will be administered by Region 14 ESC. The National Program will be administered by NCPA on behalf of Region 14 ESC.
- ◆ **Contract Term**
 - The contract term will be for three (3) year starting from the date of the award. The contract may be renewed for up to two (2) additional one-year terms or any combination of time equally not more than 2 years.
 - It should be noted that maintenance/service agreements may be issued for up to (5) years under this contract even if the contract only lasts for the initial term of the contract. NCPA will monitor any maintenance agreements for the term of the agreement provided they are signed prior to the termination or expiration of this contract.
- ◆ **Contract Waiver**
 - Any waiver of any provision of this contract shall be in writing and shall be signed by the duly authorized agent of Region 14 ESC. The waiver by either party of any term or condition of this contract shall not be deemed to constitute waiver thereof nor a waiver of any further or additional right that such party may hold under this contract.
- ◆ **Products and Services additions**
 - Products and Services may be added to the resulting contract during the term of the contract by written amendment, to the extent that those products and services are within the scope of this RFP.
- ◆ **Competitive Range**
 - It may be necessary for Region 14 ESC to establish a competitive range. Responses not in the competitive range are unacceptable and do not receive further award consideration.
- ◆ **Deviations and Exceptions**
 - Deviations or exceptions stipulated in response may result in disqualification. It is the intent of Region 14 ESC to award a vendor's complete line of products and/or services, when possible.
- ◆ **Estimated Quantities**
 - The estimated dollar volume of Products and Services purchased under the proposed Master Agreement is \$15 million dollars annually. This estimate is based on the anticipated volume of Region 14 ESC and current sales within the NCPA program. There is no guarantee or commitment of any kind regarding usage of any contracts resulting from this solicitation

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

Evaluation Criteria

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

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

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

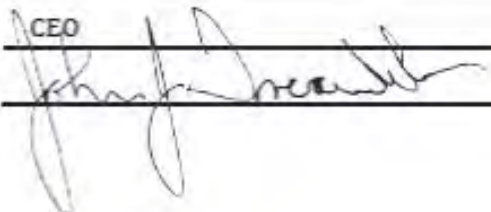
- ◆ Technology for Supporting the Program (10 points)
 - Electronic on-line catalog, order entry use by and suitability for the entity's needs
 - Quality of vendor's on-line resources for NCPA members.
 - Specifications and features offered by respondent's products and/or services

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

Signature Form

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

Prices are guaranteed: **120 days**

Company name	<u>Mobile Smart City Corp</u>
Address	<u>100 Southwest Third Avenue 10th Floor</u>
City/State/Zip	<u>Fort Lauderdale, FL 33394</u>
Telephone No.	<u>985-237-4593</u>
Fax No.	<u></u>
Email address	<u>Jincandela@mobilesmart.city</u>
Printed name	<u>John Incandela</u>
Position with company	<u>CEO</u>
Authorized signature	

NCPA ADMINISTRATION AGREEMENT

Tab 2 – NCPA Administration Agreement

This Administration Agreement is made as of _____, by and between National Cooperative Purchasing Alliance (“NCPA”) and Mobile Smart City Corp (“Vendor”).

Recitals

WHEREAS, Region 14 ESC has entered into a certain Master Agreement dated _____ referenced as Contract Number _____, by and between Region 14 ESC and Vendor, as may be amended from time to time in accordance with the terms thereof (the “Master Agreement”), for the purchase of Parking Meters ;

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

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

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

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

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

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

◆ General Terms and Conditions

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

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

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

◆ **Term of Agreement**

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

◆ **Fees and Reporting**

- The awarded vendor shall electronically provide NCPA with a detailed monthly or quarterly report showing the dollar volume of all sales under the contract for the previous month or quarter. Reports shall be sent via e-mail to NCPA offices at reporting@ncpa.us. Reports are due on the fifteenth (15th) day after the close of the previous month or quarter. It is the responsibility of the awarded vendor to collect and compile all sales under the contract from participating members and submit one (1) report. The report shall include at least the following information as listed in the example below:

Entity Name	Zip Code	State	PO or Job #	Sale Amount

Total _____

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

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

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

◆ **General Provisions**

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

National Cooperative Purchasing Alliance:	Vendor:	<u>Mobile Smart City Corp</u>
Name: <u>Matthew Mackel</u>	Name: <u>John Incandela</u>	
Title: <u>Director, Business Development</u>	Title: <u>CEO</u>	
Address: <u>PO Box 701273</u>	Address: <u>100 Southeast Third Avenue 10Th Floor</u>	
		<u>Fort Lauderdale, FL 33394</u>
Signature: 	Signature: 	
Date: <u>August 1, 2019</u>	Date: <u>07/19/2019</u>	

VENDOR QUESTIONNAIRE

Tab 3 – Vendor Questionnaire

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

◆ States Covered

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

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

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

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

- American Samoa
- Federated States of Micronesia
- Guam
- Midway Islands
- Northern Marina Islands
- Puerto Rico
- U.S. Virgin Islands

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

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

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

◆ Residency

➤ Responding Company's principal place of business is in the city of Fort Lauderdale, State of Florida

◆ Felony Conviction Notice

➤ Please Check Applicable Box;

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

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

◆ Distribution Channel

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

- Manufacturer Direct
- Authorized Distributor
- Value-added reseller
- Certified education/government reseller
- Manufacturer marketing through reseller
- Other: _____

◆ Processing Information

➤ Provide company contact information for the following:

- Sales Reports / Accounts Payable

Contact Person: Steve Snyder
Title: Vice President
Company: Mobile Smart City Corp
Address: 100 Southeast Third Avenue 10th Floor
City: Fort Lauderdale State: FL Zip: 33394
Phone: 215-206-645 Email: Snyder@mobilesmart.city

- Purchase Orders
 - Contact Person: Steve Snyder
 - Title: Vice President
 - Company: Mobile Smart City Corp
 - Address: 100 Southeast Third Avenue 10th Floor
 - City: Fort Lauderdale State: FL Zip: 33394
 - Phone: 215-206-8645 Email: Ssnyder@mobilesmart.city
- Sales and Marketing
 - Contact Person: Steve Snyder
 - Title: Vice President
 - Company: Mobile Smart City Corp
 - Address: 100 Southeast Third Avenue 10th Floor
 - City: Fort Lauderdale State: FL Zip: 33394
 - Phone: 215-206-8645 Email: Ssnyder@mobilesmart.city

◆ Pricing Information

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

◆ Cooperatives

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

Cooperative/State Agency	Discount Offered	Expires	Annual Sales Volume
None			



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PROVIDING PROFESSIONAL QUALITY SERVICE WITH SKILLFUL EXECUTION PRODUCING STRONG RESULTS BUILT ON INTEGRITY AND ETHICS.

TAB 4 - VENDOR PROFILE

ABOUT US

Below is some information about our company, experience and qualifications. When you work with us, you're not just getting an application, but a full team of experienced professionals.



Mobile Smart City isn't your large corporate mobile parking payment provider offering a one size fits all solution. We specialize in the ability to offer you the RIGHT solution that fits your organization's custom needs. We treat each of our partners with the urgency and priority they deserve.

Mobile Smart City Corp powered by Pango is an international company specialized in developing and implementing mobile payment solutions, for Smart Cities. Founded in the year 2007 and headquartered in Fort Lauderdale, FL US, we have operations in several countries: Argentina, Brazil, Colombia, Chile, Spain, Mexico, Peru, Puerto Rico, and the United States of America.

Mobile Smart City Corp powered by Pango holds a wide experience in the design, development, imple-

mentation and maintenance of complex mobile payment systems and parking management systems, including Payments, Citations and Collections. We have developed more than 150 projects during the last 5 years, implementing our platforms and gaining great expertise. We have accumulated a large number of references working with different cities helping them to improve their revenues and their user's experiences, by using our unique mobile technology.

60

INSTALLED SYSTEMS



**OVER 2 MILLION TRANSACTIONS PROCESSED
EVERY MONTH**

OUR HISTORY

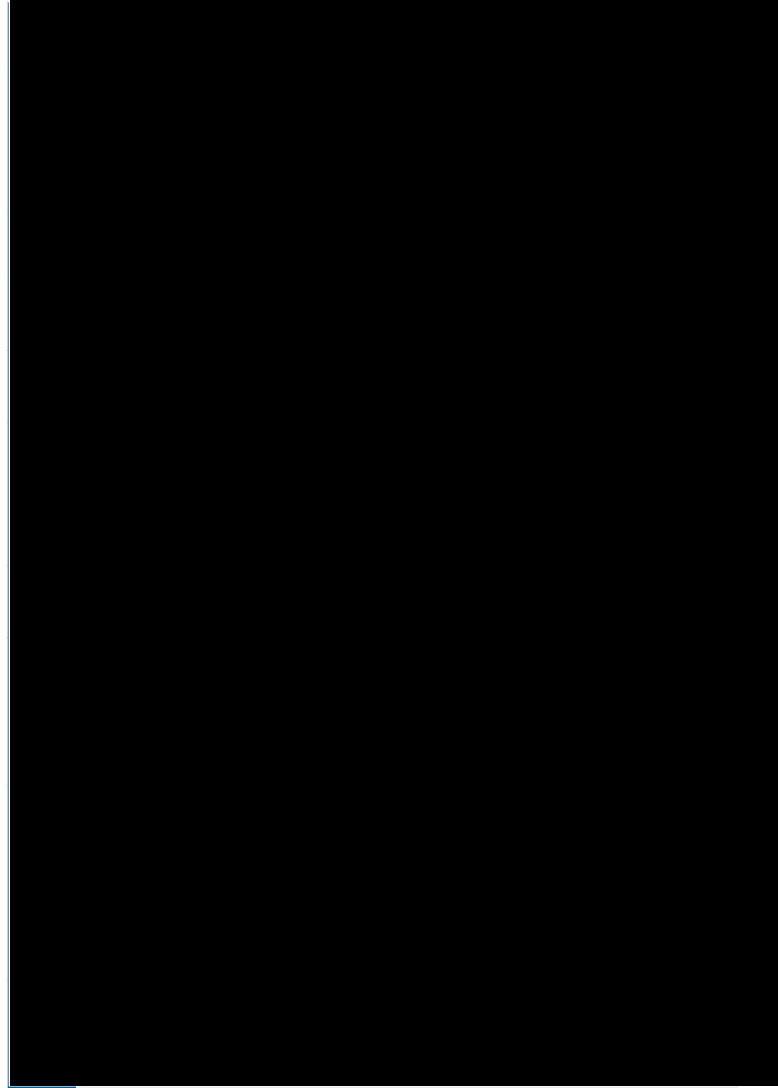
Mobile Smart City offers 100% cloud-based systems, hosted by Amazon Web Services in the US, and the most flexible platforms in the market that provide an outstanding user experience when paying for services; a mobile system that helps users to find and pay services for parking, transportation, etc.



Mobile Smart City provides a complete turnkey mobile parking management solution, which includes on/off street mobile parking payment services, mobile parking enforcement with automatic license plate recognition (LPR), permit management, mobile ticket pays and much more.

Furthermore, we are one of the only providers that can offer ONE integrated solution that fits all its needs, without having to involve any third-party integrations. All your system, reporting, and management under ONE application.

WORKING WITH THE NCPA



ADVANCED TECHNOLOGY PARTNER

OVER 2 MILLION TRANSACTIONS PROCESSED
EVERY MONTH

OUR TEAM

THIS IS YOUR PROJECTS KEY IMPLEMENTATION TEAM



JOHN INCANDELA

CHIEF EXECUTIVE OFFICER

YEARS OF EXP	20
PROJECT PARTICIPATION	100%



STEVE SNYDER

VICE PRESIDENT

YEARS OF EXP	20
PROJECT PARTICIPATION	100%



SILVIA OROZCO

CHIEF FINANCIAL OFFICER

YEARS OF EXP	15
PROJECT PARTICIPATION	100%



MARK TULLOCH

ACCOUNT MANAGER

YEARS OF EXP	10
PROJECT PARTICIPATION	100%

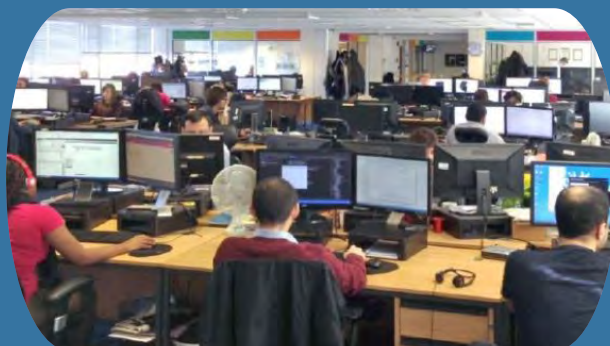


JOSE CANO

CHIEF TECHNOLOGY OFFICER

YEARS OF EXP	15
PROJECT PARTICIPATION	100%

SUPPORT TEAM



WE SUPPORT YOUR IMPLEMENTATION TEAM

Your implementation team is further supported by a staff of 30 IT, R&D and Support professional.

We are standing by to solve any issue and take on any challenge with one goal in mind, and that ensure that the Cities program runs seamlessly.

OUR HISTORY

Hectronic has over 40,000 meters installed worldwide in over 50 countries including the US. Below are a few of our satisfied clients from the US and abroad.



Mobile Smart City Corp has acquired Hectronic Usa to offer one integrated solution that includes state of the art Mobile Pay and Multi Space parking meters. Unlike our competitors who cannot offer a true integration like ours. We give you One Backend system and your customers the ability to start a parking session at the meter and control it using the app.

Hectronic has been doing business for over 50 years and over 9 years in the United States. During this period of time, Hectronic has sold over 40,000 terminal worldwide and during its short time in the United States have continuously grown its customer base year after year. Hectronic's Swiss Designed and German engineered product has the looks and quality throughout its complete integrated solution.

Similar size cities that Hectronic has presence in are Greenville NC, Waterbury Ct, Bethany Beach Delaware, York Maine, and Lewes Delaware

Hectronic's team has many years of experience in the Parking industry and have been involved in the sales, installation and support of the major cities across the US. Our partner also have industry experience provide product and services. Our locale partner has been involved in parking from the City's side for over 15 years and has successfully run parking groups in major cities.

Overall the Hectronic Team has the experience and know how to provide cities with parking solutions as well as support to the City before during and more importantly after the installation.



HECTRONIC headquarters is located in the middle of the scenic Black Forest in Southern Germany, between traditional manufacturers of cuckoo clocks and rich Black Forest cakes. The regional patriotism of HECTRONIC and its employees is perhaps a reason why environmental protection is such a fundamental component of the company philosophy.

Environmental concerns are implemented on the basis of the EcoDesign concept. This means that the product lifecycle is considered as a whole, starting from raw materials extraction to manufacturing, sales, use, and finally disposal or recycling. HECTRONIC generates energy balances for each of its products and internal processes in a continuous procedure. Conclusions derived from this information allow the company to continually implement improvement measures.



WHAT WE DO FOR THE ENVIRONMENT?

The modularity of our equipment allows us to manufacture highly different products from the HECTRONIC GmbH portfolio customized to specific requirements by using only a few basic modules. This flexibility in both the manufacturing and recycling process is especially environmentally-friendly.

Our device housings are made of aluminum which has the excellent recycling rate of 100 percent. Aluminum can be processed any number of times to secondary aluminum without a loss in quality. The reprocessing procedure (secondary aluminum) requires only seven percent of the energy necessary to create primary aluminum. In light of these facts, we use a very high percentage of secondary aluminum in our production.

HECTRONIC gears its products and internal work processes to strict environmental protection criteria and satisfies all the statutory requirements (Waste Electrical and Electronics Equipment Directive [European Union] and Reduction of Hazardous Substances Directive [European Union]).

CUSTOMER SUPPORT

Our customer support call center is available 24/7 and is the hub of all our customer support services. Our agents are empowered to address almost every issue a customer calls in with. In most cases being able to resolve the customer’s request during the first phone call.

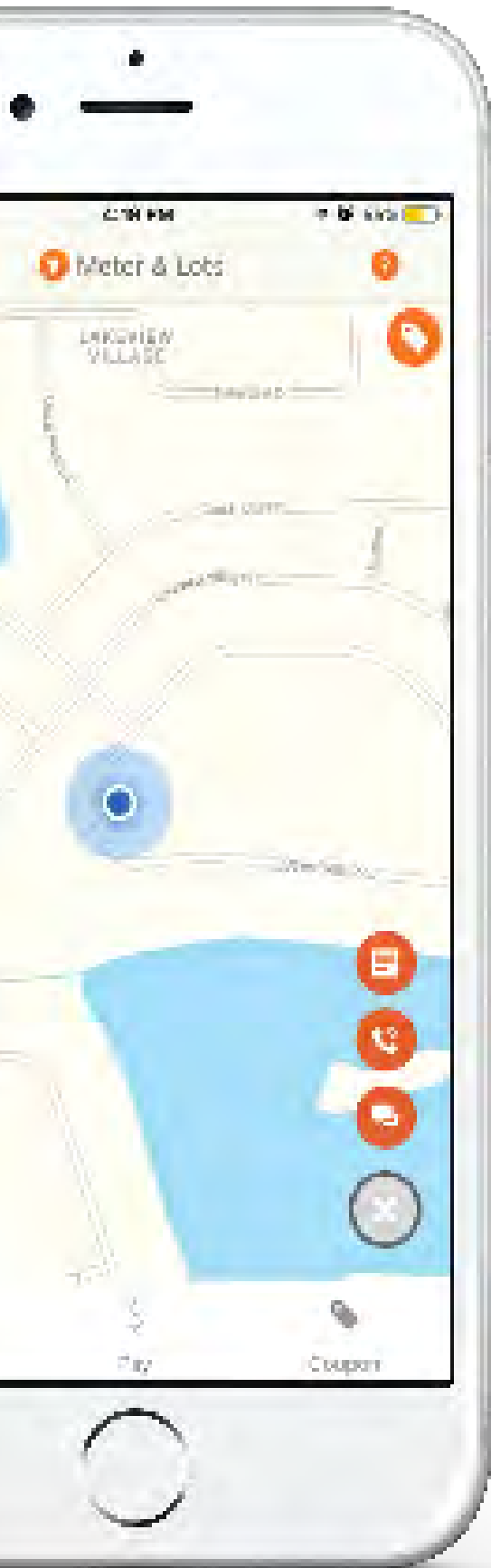


CUSTOMERS HAVE MULTIPLE CHANNELS OF COMMUNICATION

We want our customer to have the ability to reach us no matter what the situation is. This is why we actively monitor over 7 channels of communication.

SERVICE AND SUPPORT OPTIONS

1	24/7 Call Center	Immediate Support
2	Instant Chat Message From the App / Web	Immediate Support
3	Interactive IVR System	Immediate Support
4	Support Ticket	Within 24 Hours
5	Email Support	Within 24 Hours
6	Call Back Request Button	Within 24 Hours



SERVICE AND SUPPORT ORGANIZATIONS AND PLANS

Customer support is a priority of Pango. We make available to our user open lines of communication in every form.

IN APP LIVE SUPPORT CENTER

Pango is the 1st parking mobile payment provider to offer LIVE support from within the app or webpage. No other provider is offering this service.



LIVE CALLBACK REQUEST BUTTON

The call back request allows a user who does not have an urgent issue place a call back request to the call center. The request will be placed in a call queue and the next available agent will automatically call you back. No need to wait on hold.



INSTANT FEEDBACK REPORTING

If you're having issues with the APP or need to report a malfunctioning meter, a user can now instantly report any issue or provide immediate feedback to Pango.



INSTANT CHAT BUTTON

We have live agents standing by to help. If you prefer not to call the customer support center directly, you can chat with a live support agent in real time.

MULTI SPACE PARKING METERS

Due to its high degree of modularity, personalized solutions can be implemented from the most important core components such as a payment system, energy supply, and networked communication. Citea with solar panel allows for energy-saving operation. Parking fees can easily be paid in cash or with your debit card. Your own full-color scheme and personalized advertisement options perfectly round-out the service offer.

TECHNICAL DATA

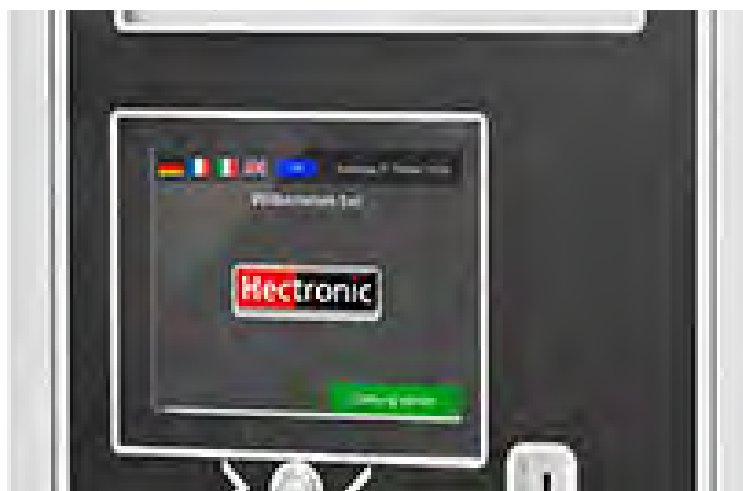


A	User Interface	8" LCD Touch Screen
B	Operating Temperature / Humidity Range	-4° F to + 140° F (-20° C to +60° C) in AC operated environments with an optional heater; -4° F to + 140° F (-20° C to +60° C) in non-AC environments; up to 95% relative humidity (non-condensing).
C	Housing material and access panel location.	Hectronic's Pay Station uses 8 gauge Marine Gauge Aluminum housing for superior performance in all types of weather, over a 12 gauge stainless steel frame. Access panel locations are in front of the meter.
D	Installation and mounting requirements.	Hectronic uses two methods of installation, sidewalks would use 4 wedge anchor that bolt inside the machines for securing. The Second is to use a foundation frame, which is used when a concrete pad is being poured and used. This frame is installed in the concrete during pouring for a secure installation base for the machine
E	Solar-panel performance and requirements.	Standard variants: 14.2 Wp (internal) For high loads (e.g. touch), critical locations: 39 Wp (internal & external) Optimised for low light
F	Description of vault locking system.	Hectronic uses a real vault/Safe in our equipment. Our safe is P3 certified against break in. The vault/safe is programmed for customer specific/unique keys. Electronic style lock security is also available
G	List of modular components that may be replaced by hand.	Printer, Main Controller, Coin Selector, Coin Escrow, Modem, Battery, solar regulator with one tool, Display, Credit Card Reader and solar panel
H	List of components that require tools for replacement, and identify which tools are required.	List of components that require tools for replacement, and identify which tools are required. 8 and 10MM nut driver for display, and credit card reader



SOLAR PANEL (OPTIONAL)

Solar supply with 14.2 Wp (internal), optional also with 39 Wp (internal and external), optimized for weak light.



8 INCH TOUCH SCREEN LCD

TFT-touch- or LCD-display, language selectable, 2G-/3G-/ 4G-modem communication, LAN-connection.



COIN AND CREDIT CARD ACCEPTER

Coins, optional with banknote reader, cashless systems (debit and credit card, with/without PIN-pad, contactless unit), ticketless, mobile payment authorization (e.g. Pango)

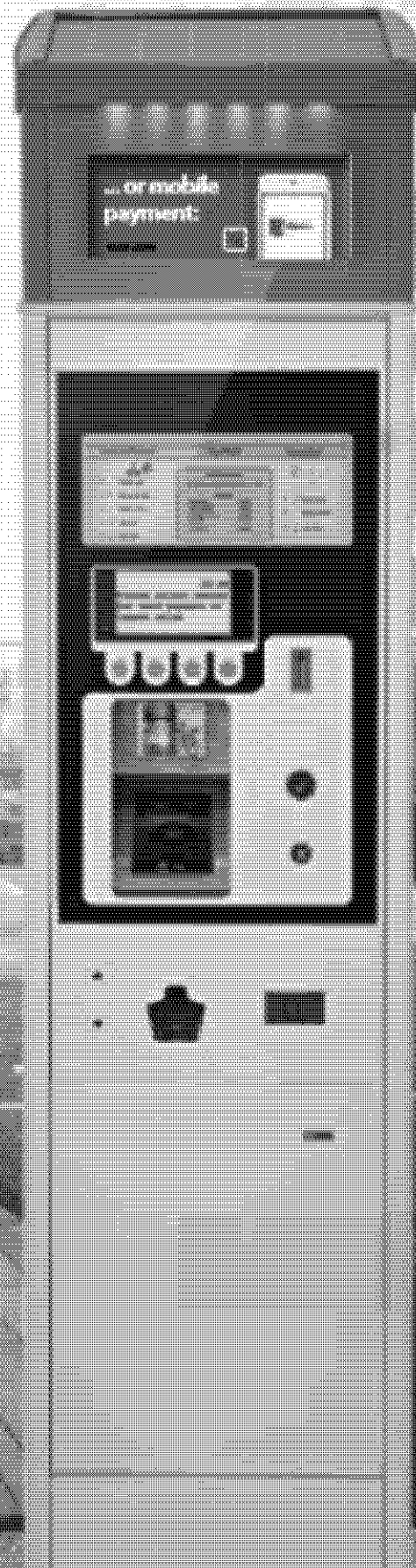


CONTACTLESS PAYMENTS

The app automatically detects spaces and zone numbers and prompts the driver to start a parking session. Then with only one touch the parking session can start.

Your Benefits

- ✓ Optical elegance and sturdiness
- ✓ Easy and intuitive operation
- ✓ Highly suitable for individualization (function and design)
- ✓ Structured inner workings
- ✓ Remote maintenance at any time and from any place via cloud
- ✓ Comprehensive after-sales service: Support hotline, employee training and repair centre



THE CITEA MULTI-SPACE PARKING METER

Thanks to its modular design and flexible system components the Citea allows for flexible configuration according to your needs and requirements. In the management of gated parking spaces the Citea can put its advantages as a pay station to full use. You can always rely on excellent quality and reliability. Not the least due to its sturdy aluminium housing the Citea has proven itself thousands of times - cities and municipalities worldwide count on the flexible system. In combination with CiteaGo Citea offers parking space users a particularly comfortable way to process payments. The parking time can be conveniently extended from anywhere.

A	Coating Options	Anti-graffiti coating
B	Separate collection and maintenance vaults	Optional valuables compartment for the Citea with bank note reader (BNA) <ul style="list-style-type: none"> • Self-locking coin boxes capacity: 3200-4000 coins (depending on currency and coin values) • Stacking box for up to 1000 bank notes
D	Housing	Robust Marine grade aluminium housing silver powder-coated. Available in all common RAL colours on request.
E	Self Locking Vault	Vault for self-locking coin boxes Capacity: 3200-4000 coins (depending on currency and coin values) Vault option: VdS 3546 P2, P3, P4 classes

MAINTENANCE COMPARTMENT METER



SECURE SAFE COMPARTMENT



MOUNTING/BATTERY COMPARTMENT





MANAGEMENT SOFTWARE CITYLINE

The browser-based management software convinces by easy operation, highest security standards and offers valuable support for your parking management. CityLine is a cross-platform solution which can be operated with tablet, notebook or smartphone. The availability of the end devices in the field is monitored in real time and visualized for a lucid workplace. Each warning or error message is shown without delay and transmitted to the service staff (if necessary).

PROCESS OPTIMIZATION

With CityLine processes such as service assignments and pick-up routes can be analysed, evaluated and optimized. Furthermore, CityLine supplies valuable indicators for your tariff design and optimization.



Configuration: Setting and modification of parameters and tariffs

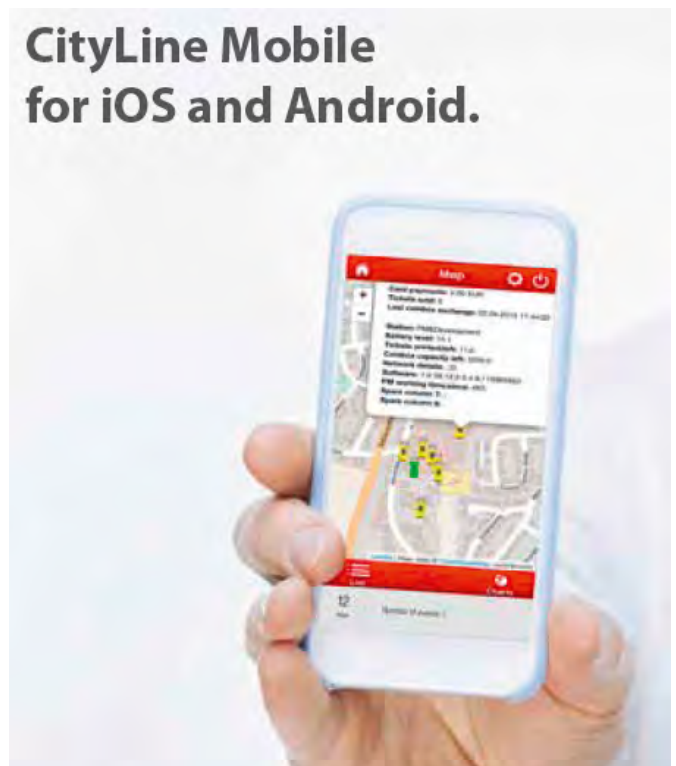


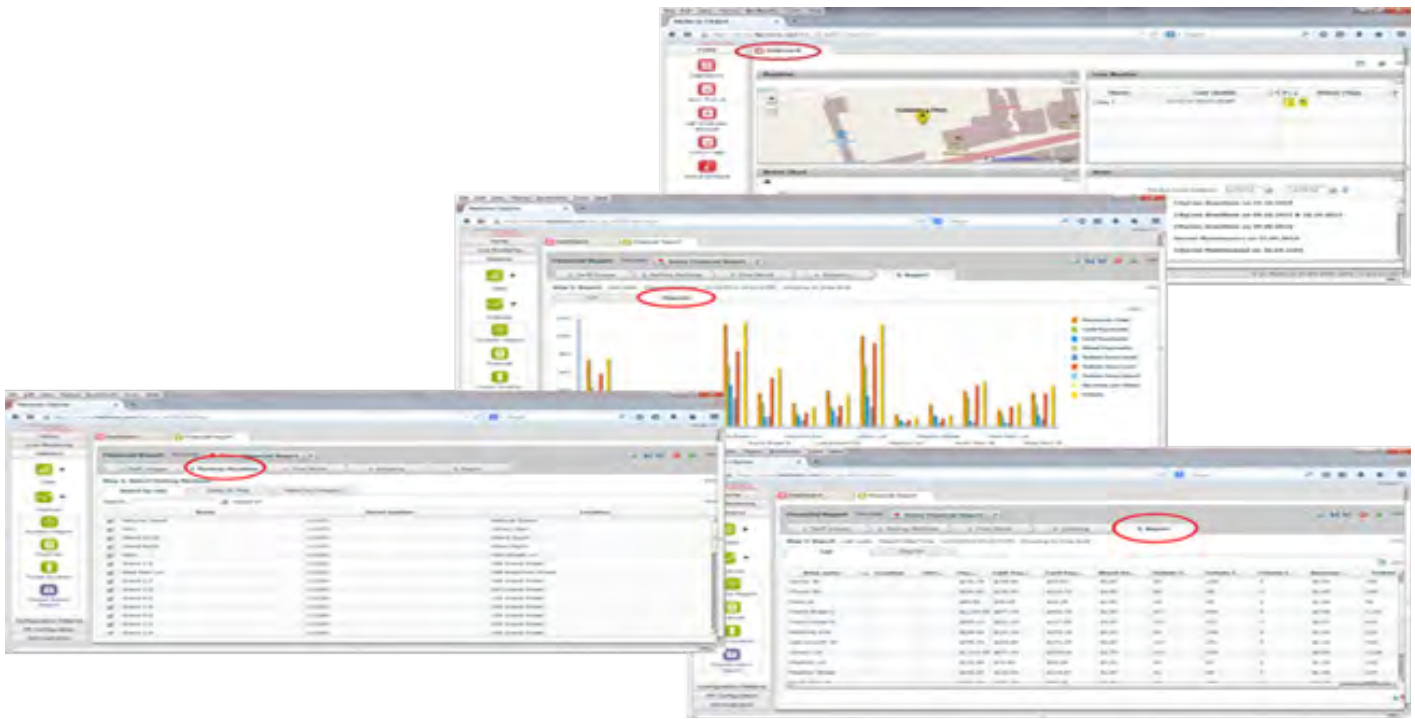
Statistics and Indicators: Parking revenues, parking time, card transactions, manual or automatic export



Real-time Status Display: Live monitoring of end devices

CityLine Mobile for iOS and Android.





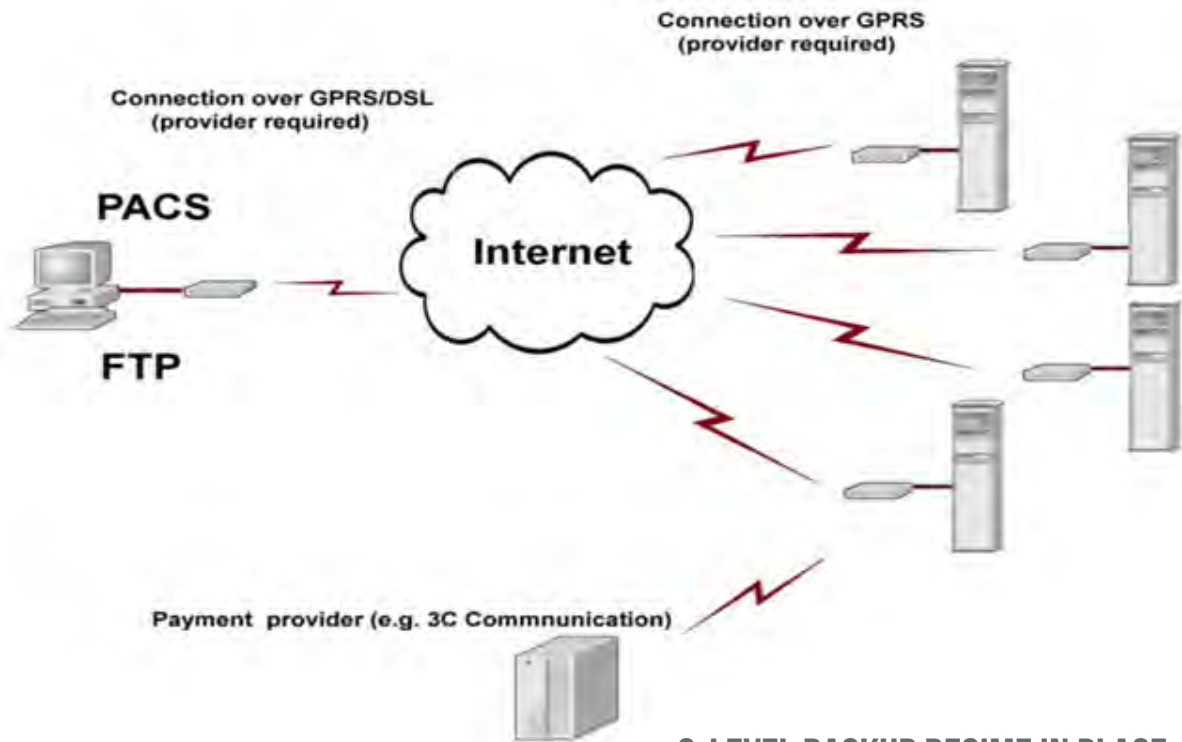
ANSWERS TO THE CITY'S QUESTIONS

The Client command starts the Communication client. The Client receives the files sent by the PA machines and transfers them to the Server. Then, the Client transfers files to the PA machine, which have been prepared for the transfer before.

Via the Options command you open the processing window of the same name where you set up the Server connection, possibilities for the storage directories on the transfer files. In the processing window Options you set up the Client. The set-up possibilities are divided into registers:

A	Configuration diagram.	See The Image Above
B	Software platforms and programming language.	Our Webhoster Centron is certified according DIN EN ISO 9001:2008 and 14001. He is also a Microsoft Gold certified Partner. The Centron datacenter has a connection to the Internet via a fail-over router system with more than 6 GBit to 5 different carriers (DE-CIX, Lambda Net, n-ix, kpn, T-Net). The servers are protected by a fail-over firewall system
C	Communication protocol, polling procedures, and transaction message flow from peripheral devices to and through CMS.	See Image on following page
D	Communication failure/ error identification and recovery.	Pay Station, provides seamless communication, it as the ability to complete a transaction if communication is interrupted (fully programmable) also, the
E	Fault tolerance.	Solution is intelligent enough to reports alarms and to clear alarms automatically if the alarm has been satisfied.
F	Back-up procedures.	CMS system is fully redundant to ensure maximum uptime, data is backed up weekly and is housed for 18 months
G	Data storage and retrieval procedures.	All equipment and financial data is stored in our secure cloud solution and is easily, but securely can

CONFIGURATION DIAGRAM & PERFORMANCE



3-LEVEL BACKUP REGIME IN PLACE:

SYSTEM AVAILABILITY

Availability of the hosted system shall exceed 99.0%, excepting agreed-upon scheduled down-time for maintenance activities. System availability will be calculated based on standard meter operating times per the Prime Contract.

SYSTEM-WIDE METER UPTIME

The mean Meter Uptime across the whole City shall exceed 98.0. Hectronic may deploy its hold-and-send payment protocol for communication failure management to assist in system performance. Meter uptime will be calculated based on standard meter operating times per the Prime Contract.

CREDIT CARD PAYMENT FAILURE/SUCCESS RATE

Credit card payment transaction success rate across the whole City—Hectronic system shall exceed 98.5% on a quarterly basis.

1. Local copy of the data base on the same physical machine:
 - a. Hourly: incremental, storage for 2 days
 - b. Daily: full, storage for 7 days
2. Copy of local copy from pt. 1 on external disk:
 - a. Daily: incremental, storage for 8 days
 - b. Weekly: incremental, storage for 5 weeks
 - c. Monthly: full, storage for 12 weeks
 - d. Yearly: full, storage for 10 years
3. Backup of complete server of data and application:
 - a. Daily: incremental, storage for 1 week
 - b. Weekly: incremental, storage for 2 weeks
 - c. Monthly: full, storage for 12 weeks

SAMPLE SCREENSHOTS AND REPORTS:

SAMPLE REVENUE AND TRANSACTION

Name	Serial number	Area name	Location	Payments Total	Cash Payments	Credit Payments	Tickets
South Main 1	114209	South Mai...	115 Sou...	\$23.70	\$17.70	\$6.00	26
West Main 4	116367	West Mai...	124 We...	\$13.55	\$6.55	\$7.00	16
West Main 5	116362	West Mai...	130 We...	\$13.80	\$9.55	\$4.25	18
Grand 9-1	113256	Grand Str...	132 Gra...	\$25.00	\$9.50	\$15.50	24
Bank 2	114219	Bank Stre...	145 Ban...	\$19.75	\$7.75	\$12.00	22
Grand 9-2	113258	Grand Str...	158 Gra...	\$48.55	\$29.05	\$19.50	51
West Main 6	116357	West Mai...	160 We...	\$5.55	\$5.55	\$0.00	10
Meadow Lo...	116366	Meadow L...	228 Mea...	\$45.60	\$5.75	\$39.85	22
Bank 1	114221	Bank Stre...	255 Ban...	\$18.25	\$7.75	\$10.50	15
Grand 1-3	113255	Grand Str...	267 Gra...	\$33.00	\$33.00	\$0.00	49
Leavenwort...	114217	Leavenwo...	29 Leav...	\$45.85	\$16.35	\$29.50	27
Church 1	114220	Church St...	30 Chur...	\$28.15	\$6.15	\$22.00	21
Grand 1-6	113257	Grand Str...	300 Gra...	\$81.39	\$48.30	\$33.09	65
Grand 1-7	113254	Grand Str...	348 Gra...	\$44.80	\$17.55	\$27.25	29
Kendrick 2	116361	Kendrick...	35 Kend...	\$37.05	\$14.55	\$22.50	24
Kendrick 1	116355	Kendrick...	36 Kend...	\$23.45	\$9.70	\$13.75	20

Sample Revenue Report By Machine. Columns/Categories can be added or subtracted depending on need

SAMPLE MAINTENANCE REPORTSREPORTS

Name (Name)	Licence plate (P...	Coin (AM...	Credit Card (AM...	Start time (ST...	End time (E...	Ticket code (TIC...
Station St / Was...	MKM2198	\$1.75		05-28-2019 0...	05-28-2019...	4152
Station St / Was...	GDG0640	\$0.50		05-28-2019 0...	05-28-2019...	4158
Station St / Was...	ZNB6486	\$0.50		05-28-2019 1...	05-28-2019...	4128
Station St / Was...	13E2	\$1.25		05-28-2019 0...	05-28-2019...	4146
Station St / Was...	EYA9202		\$2.00	05-28-2019 1...	05-28-2019...	4132
Station St / Was...	KXV5548		\$2.00	05-28-2019 0...	05-28-2019...	4154
Station St / Was...	KWC3112	\$1.20		05-28-2019 0...	05-28-2019...	4155
Station St / Was...	HYB6301		\$2.00	05-28-2019 0...	05-28-2019...	4141
Station St / Was...	JZX3631	\$0.75		05-28-2019 0...	05-28-2019...	4148
Station St / Was...	HRG5665	\$0.05		05-28-2019 0...	05-28-2019...	4121
Station St / Was...	HRM6097		\$2.00	05-28-2019 0...	05-28-2019...	4143
Station St / Was...	KSP2652	\$0.25		05-28-2019 1...	05-28-2019...	4135

Live Monitoring report

MANAGEMENT REPORTS

Hectronic’s Management System provides the reporting

The pay station must issue a report from the printer with the following information:

- Machine serial number
- Date and time of collection
- Date and time of previous collection
- Total amount of money in the collection
- Total amount of bills by denomination
- Total amount in coins
- Total amount of credit card payments by credit card type
- Total number of tickets issued
- Total amount of refunds issued
- Total amount of change issued
- Pay station firmware version
- Stall reports showing valid stalls, unpaid stalls, or paid since last stall report

The pay station must issue a report with the history of the machine with the following information:

- Audit details:
 - Date of the transactions with “from” and “to” parameters
- Total deposits
- Overpayments
- Total transactions
- First transaction number
- Last transaction number

Revenue detail must have the capability of providing the following information at the pay station:

- Today’s total
- Last 24 hours total
- Yesterday’s total
- This month’s total
- Last month’s total
- This year’s total
- Last year’s total
- 3rd year back
- 4th year back
- 5th year back
- History total since commissioning of pay station

In the back-office software, reports must be able to be generated based on the following parameters:

- Transaction Date
- Transaction Time
- Payment Method
- Rate
- Pay Station Number
- Credit card type

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ZEUS ENFORCEMENT

The Zeus Mobile Enforcement App provides clients with an easy-to-use, real-time parking enforcement solution utilizing the device of your choice. Custom parking tickets are printed to a rugged Bluetooth printer and transmitted in real-time to the Zeus Parking Management System.



HOW DOES IT WORK

- Integrate With Any Other Enforcement System
- Available With / With Out All in One Handheld and Printer
- Download On Any Smartphone
- Automatic LPR Technology
- Track Your Officers Location

ENFORCEMENT OPTIONS

Our Enforcement system can be used in two ways that just depends on the Current needs of the City.

Option 1: 3rd Party Integration

If the City needs us to integrate our Mobile Pay into an 3rd party Enforcement provider, we can. Pango maintains an open API solution that allows us to push and receive parking transaction data in real-time. As a customer processes a parking transaction through our system it is transmitted to your enforcement provider.

Option 2: Zeus Enforcement

When the City prefers to use an all in one solution, we offer our Zeus Enforcement solution. Zeus is completed integrated with Pango Mobile Pay. This allows the City to use ONE backend system to control their parking system and for reporting. Zeus Enforcement is available on a 2-piece setup with printer or and all in one handheld.



FEATURES

The Zeus Mobile App captures high-resolution color photos, voice memos, and GPS coordinates during citation issuance. The Zeus system uses state-of-art LPR technology for easy violation issuance. Repeat violators, vehicles, and permits are searched in real-time against the Zeus database to identify any required action. Zeus Mobile also integrates in real-time with the Pango Pay-By-Phone App, Multi-Space Meter Kiosk, and LPR systems of your choice for field-viewing of active/expired parking sessions directly within the Zeus Mobile App.

ZEUS ENFORCEMENT FEATURES

- | | | | |
|----------|---|----------|---|
| 1 | INSTALLED ON MOBILE DEVICES
Zeus' enforcement application is easily installed and updated on all operating mobile devices. | 2 | SECURED USER LOGINS
Parking Enforcement Officers (PEOs) use an easy & secure login to access Zeus' full suite of enforcement tools. |
| 3 | SEARCH BY PLATE
Search-by-Plate: The Zeus App allows PEOs to quickly run license plate queries in live time to check parking sessions, hotlists, and parking violation scofflaws. | 4 | LICENSE PLATE RECOGNITION
LPR: The camera on your device can be used as a License Plate Reader for quick scans and queries. Vehicle and external LPR cameras can be integrated for use with the Zeus App. |
| 5 | ISSUE A TICKET
Issue a Ticket: PEOs can efficiently issue tickets from the Zeus app. Prepopulated violation types can be chosen from easy to navigate drop-down menus. Add comments and pictures taken from the mobile device | 6 | PRINT TICKETS
Print Tickets: The Zeus app is easily paired through Bluetooth with integrated mobile printers for instant issuing of violation tickets. |
| 7 | VIRTUAL TIRE CHALKING
The Zeus app uses your device's camera to create virtual tire chalk marks that cannot be seen or removed by the vehicle operator. No need to carry chalk! | 8 | LIVE DATABASE
Live Database: Tickets issued in the field by PEOs enter the database in real time. Issued tickets can be reviewed from the ticket list immediately after being issued. No delays between the field and the office! |
| 9 | BOOT LIST
The Zeus enforcement software tracks and alerts PEOs of repeat offenders requiring booting of their vehicle. | + | EMERGENCY SAFETY FEATURE
In the event of an emergency in the field, the Zeus app includes a button to contact authorities/dispatch/911 instantly to promote PEO safety. |

ZEUS ENFORCEMENT - N5 HANDHELD

The Pango surveillance platform works on Android operating system (we also have a version iOS) and has certified N5Print terminals, rugged devices that integrate a Samsung cell phone, a SIM Card of a telecommunications operator, and a mobile printer designed to improve efficiency and printing of fines or complaints.

The N5Print is the first in a series of devices fully integrated mobiles with capacity to printing that provides the type of protection that a portable communication device needs for the reviewers' daily work, where the telephones normal cell phones and computing devices mobiles are often prone to damage. East new device provides communications, data entry, transactions with debit cards or credit, photography, scanning and printing on ground.

The N5Print allows users to print receipts of 3 inches and other data directly from the integrated thermal printer. The functions of audio and video recording of the color camera 13MP of the unit capture multiple types of data and store them in the 16GB internal memory of N5Print and 64GB MicroSD.

Using a Super AMOLED touch screen high 5.7 dpi resolution ain resistant 5.7 inches, the on-screen keyboard of the N5Print offers a full functionality for on-site data capture regardless of severe weather and other risks.

The N5Print is designed to execute functions reviewed independently of the main application. The data can be loaded even if you are executing other activities. In case of a emergency in the field, N5Print includes a button Alert that can be programmed to send a message.

N5Print has an interchangeable battery, three channel magnetic stripe reader, NFC, smart card reader and a scanner dedicated barcode.

A folding crib with charger can be used and a spare to mount on the desk or on the vehicle. The device has an IP65 rating and meets or exceeds MIL-STD 810G using the method 516.6 and the 514.6 method for both hits and for vibrations



THE TECHNICAL CHARACTERISTICS OF THE N5PRINT TERMINAL ARE:

The Zeus Mobile App captures high-resolution color photos, voice memos, and GPS coordinates during citation issuance. The Zeus system uses state-of-art LPR technology for easy violation issuance. Repeat violators, vehicles, and permits are searched in real-time against the Zeus database to identify any required action. Zeus Mobile also integrates in real-time with the Pango Pay-By-Phone App, Multi-Space Meter Kiosk, and LPR systems of your choice for field-viewing of active/expired parking sessions directly within the Zeus Mobile App.

- Dimensions: 4.75 " x 10.85 " x 3.21 "
- Weight: 29.76 ounces with paper roll incorporated (26.88 ounces without paper).
- Display: 5.7 in Diagonal. Super AMOLED 1080 x 1920 pixels.
- Internal Battery: Li-ion 3200 mAh.
- External Battery: Li-ion 2500mAh (hot).
- Memory: 16Gb (Internal), 3 GB RAM.
- Memory Cards: 128 GB microSD.
- Thermometer, Barometer
- Messaging: SMS, MMS.
- Email: IMAP, POP3, SMTP, MS Exchange.
- Thermal Printer.
- Resolution: 203 dots / inch.
- Print Speed: 50 mm / sec



ENFORCEMENT OFFICERS ALSO HAVE ADDITIONAL ACCESSORIES TO CARRY AND USE THE UNIT IN A WAY COMFORTABLE AND SAFE:



ZEUS ENFORCEMENT - MOBILE APP

The Zeus Enforcement application is available can be used on any IOS or Android mobile phone providing clients with an easy-to-use, real-time parking enforcement solution utilizing the device of your choice. Custom parking tickets are printed to a rugged Bluetooth printer and transmitted in real-time to the Zeus Parking Management System.



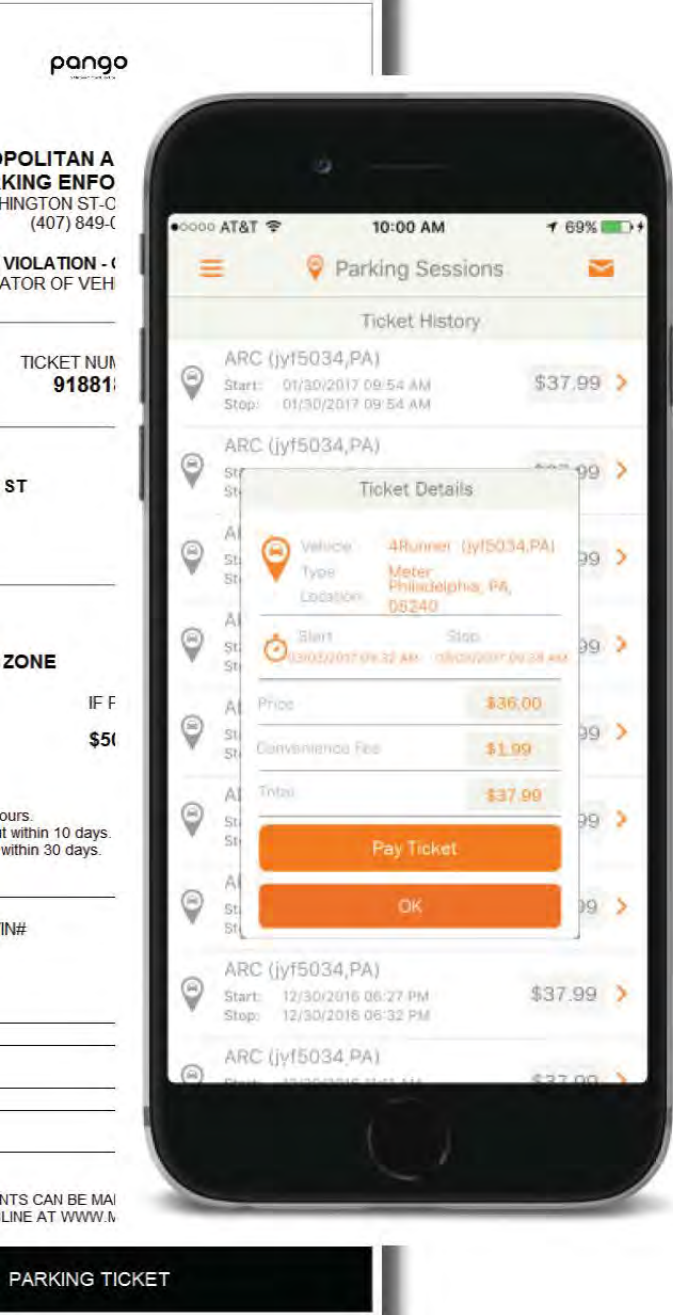
ZEBRA BELT PRINTER

Through a blue tooth connection, the officer can use a zebra belt printer to print the parking citations.



MOBILE PAY - PAYING A PARKING TICKET

With Pango users can easily view and pay for any parking violations issued against their license plate. The system will use the credit card or preferred method of payment assigned on their account.



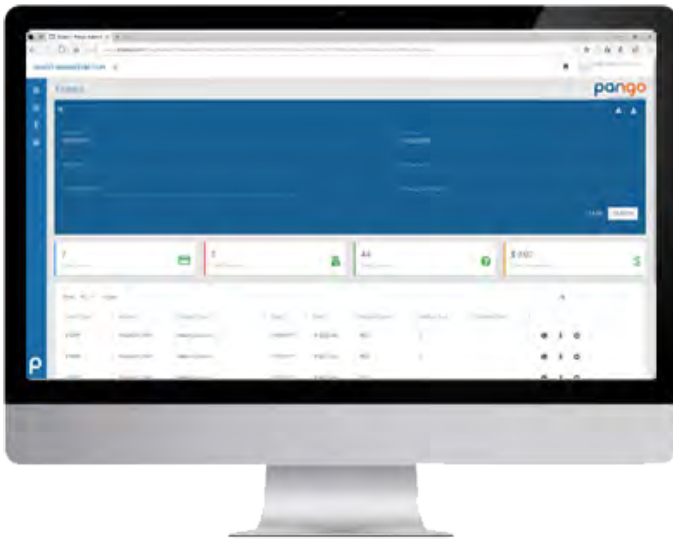
HOW DOES IT WORK

Our services can be tailored to your needs. No upfront or out-of-pocket costs—we don't get paid until you do. We protect your operation with our soft collections method, striking a balance between collection rate and customer service. An active approach to collections with a focus on convenience, increases compliance.

- DMV Integration Available

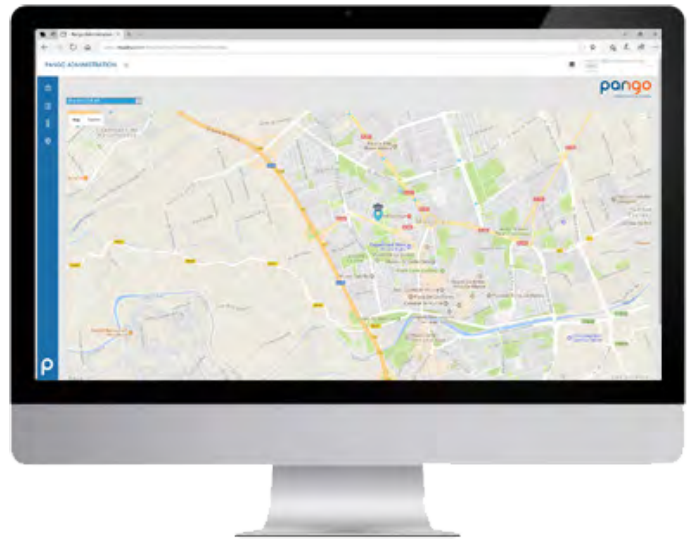
BACKEND SYSTEM - ENFORCEMENT

Using Zeus real-time dashboard to interpret information from your enforcement officers, that will be presented in a way that's easy to understand. Information can be sliced hourly, daily, weekly or monthly and data can be exported to .csv files for further analysis if required. Users can compare multiple locations to track revenue and car park usage.



REAL-TIME REPORTING OF ALL ENFORCEMENT TRANSACTIONS

Live database of enforcement activity at a glance. Click and view an enforcement ticket issued, view photos and track the life cycle of the ticket.



LIVE VIEW OF ENFORCEMENT OFFICER ACTIVITY AND LOCATION

From an easy to use dashboard you can track every enforcement officer's real location and activity. Total control and oversight.

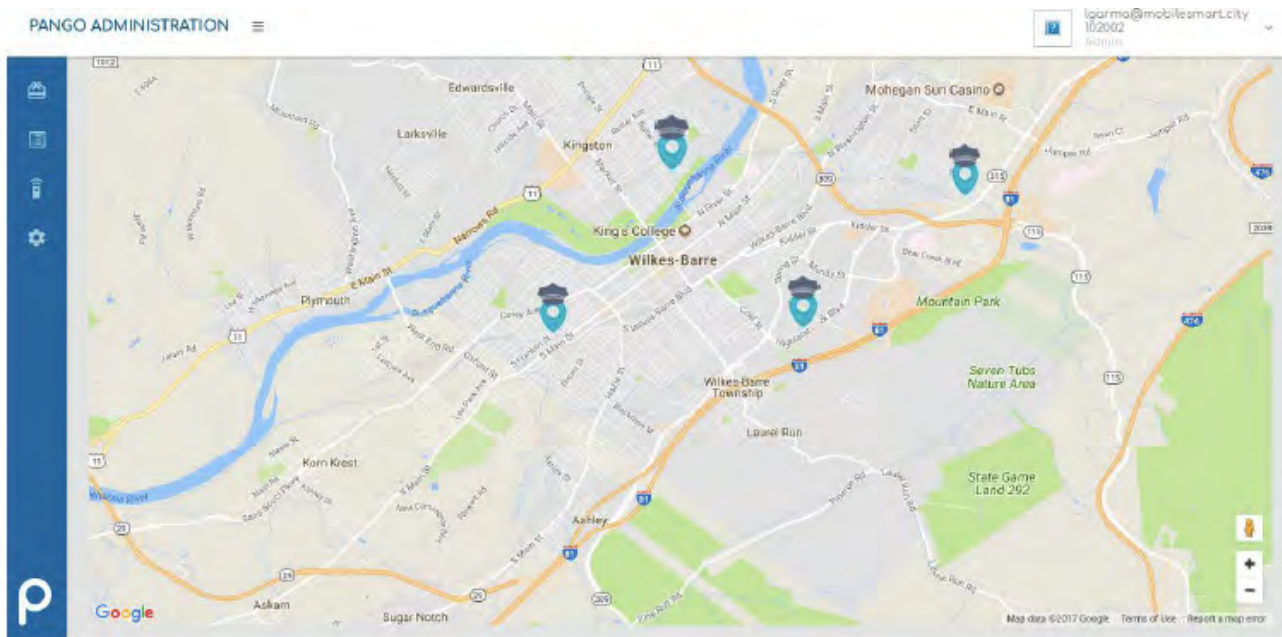
AUDITING AND RECONCILIATION PROCEDURES

Plote	Requested Start Time	Start Time	Requested End Time	End Time	Extensions	Account	Duration (min)	Location	Charge (\$)
Dmv8p,FL	10/31/2017 11:48:00 AM	10/31/2017 11:48:00 AM	10/31/2017 1:48:00 PM	10/31/2017 1:48:00 PM	0	880926	120	11003	3.5
VTL2307,VA	10/31/2017 11:47:00 AM	10/31/2017 11:47:00 AM	10/31/2017 1:47:00 PM	10/31/2017 1:47:00 PM	0	121934	120	11018	3.5
3CZ4254,MD	10/31/2017 11:47:00 AM	10/31/2017 11:47:00 AM	10/31/2017 1:47:00 PM	10/31/2017 1:47:00 PM	0	1271178	120	11555	3.5
Hvnb,VA	10/31/2017 11:46:00 AM	10/31/2017 11:46:00 AM	10/31/2017 1:46:00 PM	10/31/2017 1:46:00 PM	0	132108	120	11504	3.5
TM111,VA	10/31/2017 11:45:00 AM	10/31/2017 11:45:00 AM	10/31/2017 2:45:00 PM	10/31/2017 2:45:00 PM	0	1432853	180	11032	5.25

BACKEND SYSTEM - ENFORCEMENT FINES

In addition to the payment transactions, you can review the activity.

GPS LOCATION OF OFFICERS

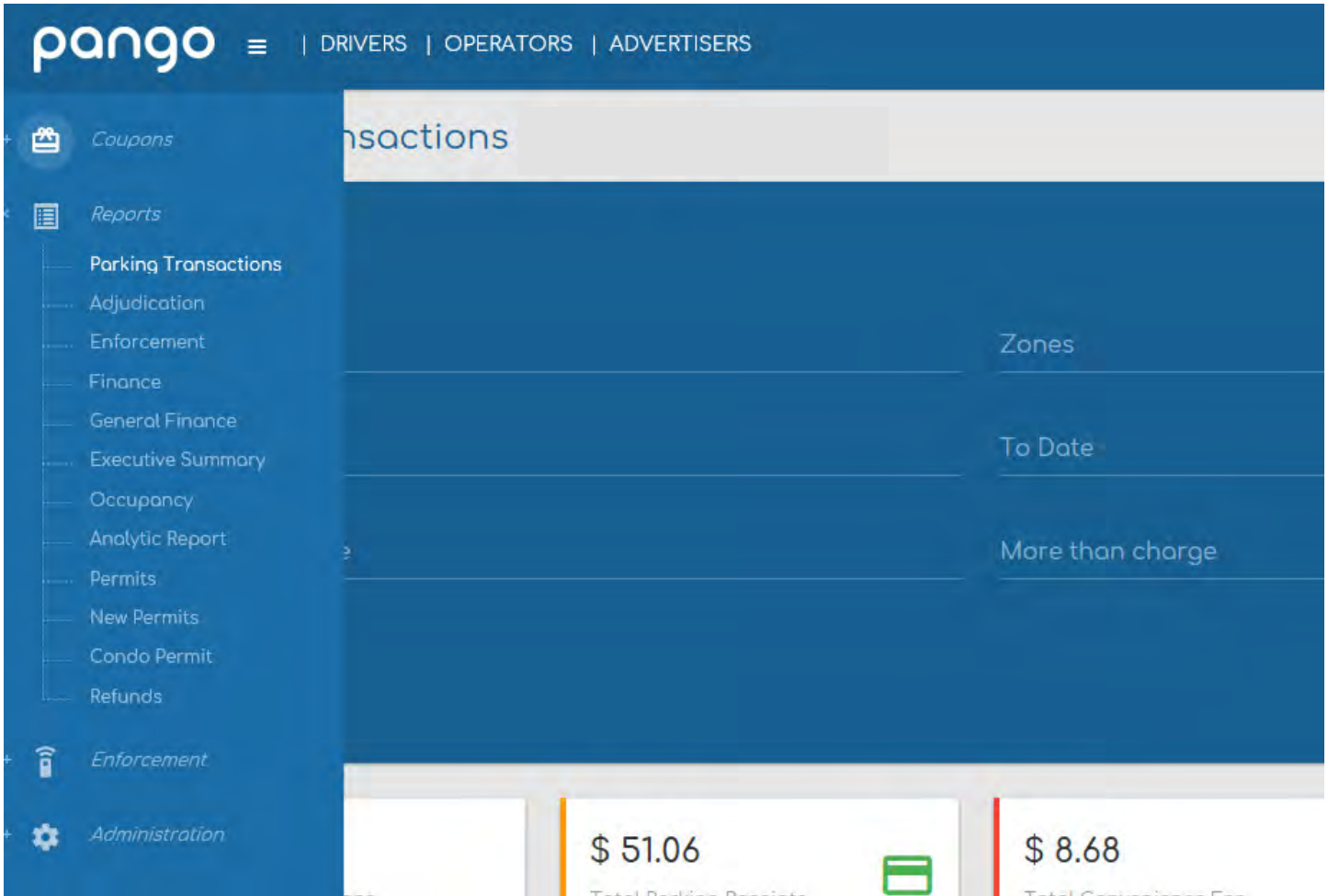


DASHBOARD TICKET & FINES VIEW

Ticket Code	Warden	Violation Type	Date	Time	Amount Owed	Amount Paid	Payment Date
916338	David Ouellette		11/02/2017	3:54:07 PM	25.00	0	
916323	David Ouellette		11/02/2017	1:54:43 PM	25.00	0	
916314	David Ouellette		11/02/2017	12:24:31 PM	25.00	0	
916312	David Ouellette		11/02/2017	12:28:34 PM	15.00	0	

BACKEND SYSTEM - REPORTS

Pango's Blue Backend is the central reporting solution for all your parking locations. With Pango you can manage and optimize your business by consolidating your data from several car locations into informative and graphical reports.



DETAILED DOWNLOADABLE REPORTS AT YOUR FINGER TIPS WHEN YOU NEED

- 1** **EVERYTHING AT A GLANCE**
Compare the key figures of all your facilities in a ready-consolidated report. The manual consolidation of data from different facilities is no longer necessary
- 2** **CLEAR AND EASY TO UNDERSTAND**
Clear graphics provide a quick overview of current operations. You can view key performance indicators and determine which of your products have the best sales figures and which car parks are the most profitable.

- 4** **WELL INFORMED - ALWAYS AND EVERYWHERE**
Overall reports covering multiple car parks put the information you need at your fingertips – whenever and wherever you need them. All it takes is an internet connection – no need for extra software.
- 5** **EASY TO DOWNLOAD AND EXPORT**
Easily individualize your reports: The reporting package contains all the important reporting tools. You decide what format and graphics on which reports are needed for your business.

Analytic Report

Range Date: 01/01/2019 - 04/30/2019

Range Date: 01/01/2018 - 04/30/2018

Sessions



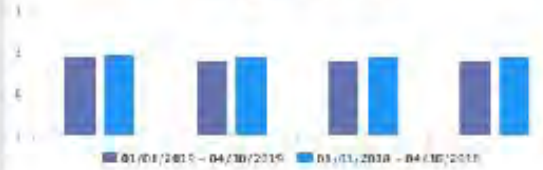
Income



Average Session (in Min)



Average Ticket (in \$)



Sessions Data

	01/01/2019 - 04/30/2019	01/01/2018 - 04/30/2018
Jan 2019 / Jan 2018	12,501.00	8,121.00
Feb 2019 / Feb 2018	12,028.00	8,109.00
Mar 2019 / Mar 2018	14,808.00	9,709.00
Apr 2019 / Apr 2018	15,177.00	9,873.00

Income Data

	01/01/2019 - 04/30/2019	01/01/2018 - 04/30/2018
Jan 2019 / Jan 2018	21,761.25	16,366.75
Feb 2019 / Feb 2018	21,066.00	15,213.75
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Apr 2019 / Apr 2018	27,622.25	18,667.75

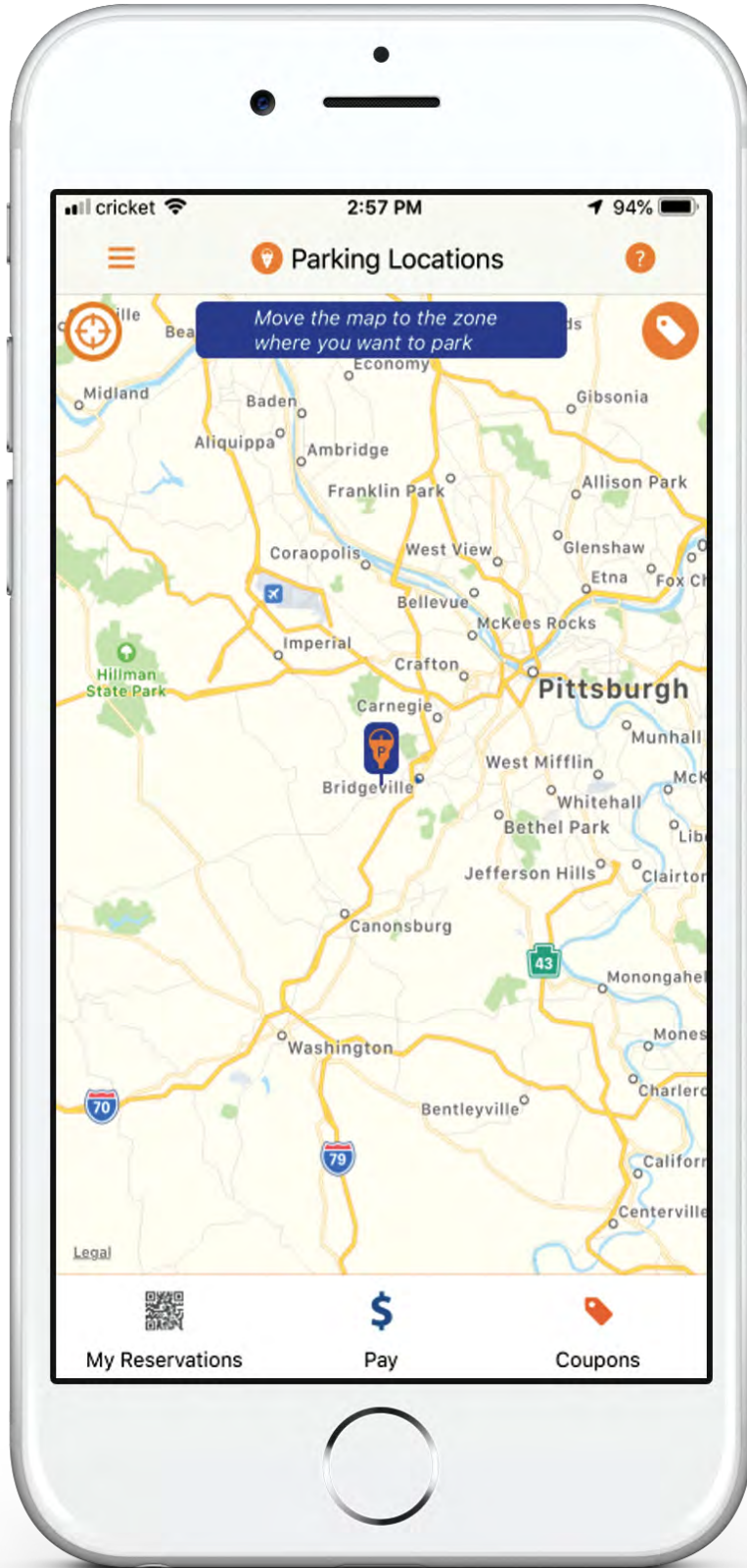
Average Session Data (in Min)

	01/01/2019 - 04/30/2019	01/01/2018 - 04/30/2018
Jan 2019 / Jan 2018	155.59	162.89
Feb 2019 / Feb 2018	146.52	157.94
Mar 2019 / Mar 2018	147.20	157.39
Apr 2019 / Apr 2018	141.56	154.02

Average Ticket Data (in \$)

	01/01/2019 - 04/30/2019	01/01/2018 - 04/30/2018
Jan 2019 / Jan 2018	1.89	1.94
Feb 2019 / Feb 2018	1.82	1.89
Mar 2019 / Mar 2018	1.82	1.90
Apr 2019 / Apr 2018	1.80	1.89

MOBILE PAY



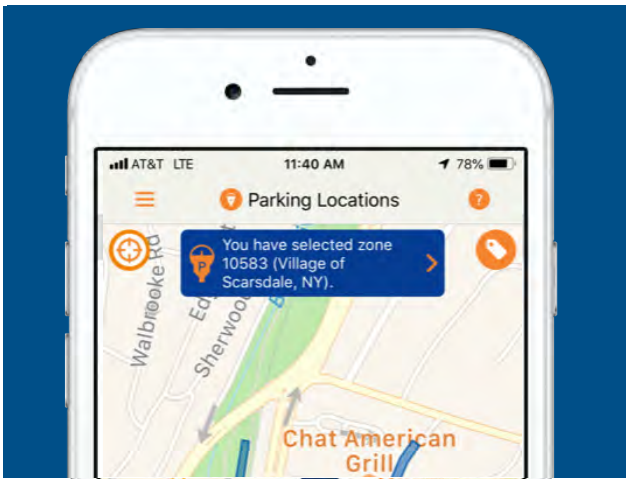
The new Pango mobile payment application offers all the functionality that you are looking for. This allows parkers to pay for the parking session using easy and convenient mobile application or web application. The users register only once, and then all they must do is click and pay. The whole transaction is completed in just seconds.

AVAILABILITY



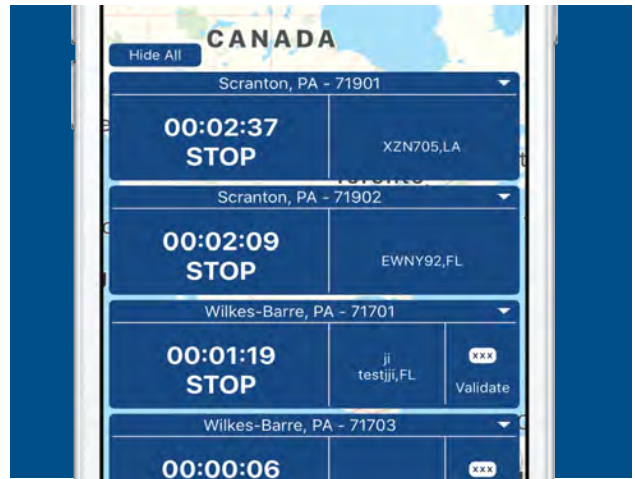
NO LONGER NEED TO CARRY OR LOOK FOR LOOSE CHANGE





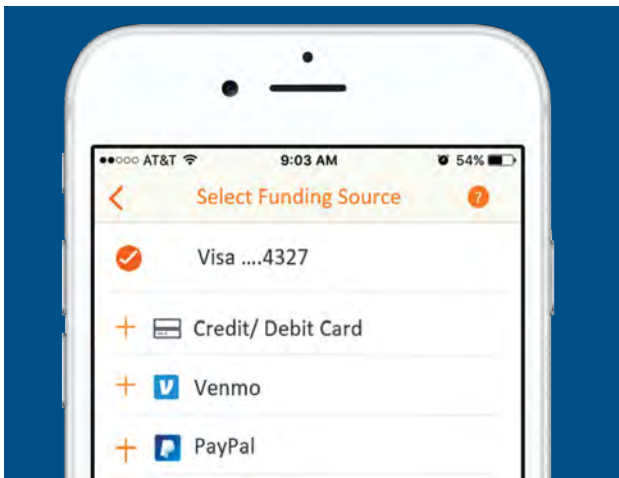
GEO FENCING

The app automatically detects spaces and zone numbers and prompts the driver to start a parking session. Then with only one touch the parking session can start.



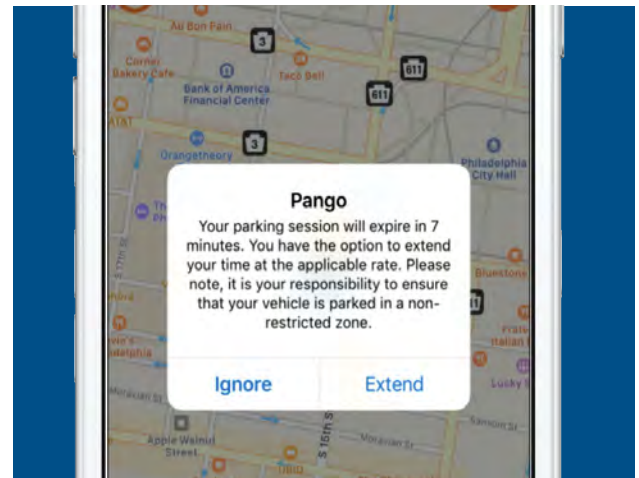
PARK MULTIPLE VEHICLES

Users can now park up to 4 different vehicles at the same time from the account. Each parking session is tracked right from your app dashboard.



MULTIPLE PAYMENT OPTIONS

Users can safely and securely store their credit card in their Pango account and update their credit card information at any time. Our system is PCI/DSS compliant and maintains a secure connection. A preload wallet option is also available to users.

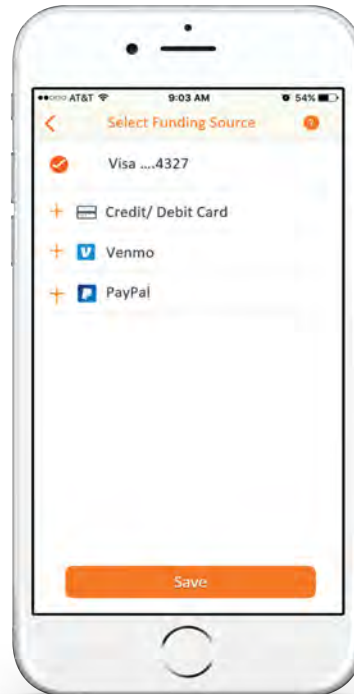
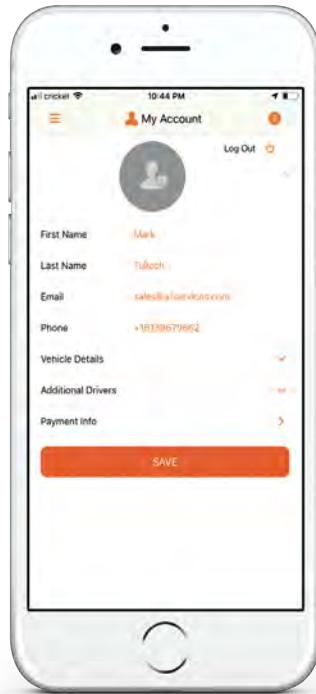


EXTEND YOUR PARKING

Now when you are on the go, you don't have to worry about your meter. You can extend easily from the app. Parkers have several options when extending their parking session and can be notified by several different methods to include email, text or in the application.

MOBILE PAY - REGISTERING

Registering with Pango is very easy. A user enters their Telephone number, License plate and funding source Information and GO. There are also several other options for registering an account if the user does not have a smart phone, this includes registering via the web and calling our customer support center.



THREE EASY STEPS

Step No 1

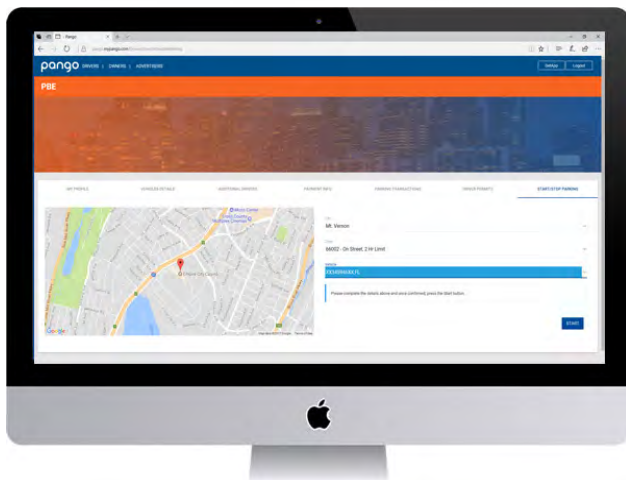
Enter Telephone Number

Step No 2

Enter User & Vehicle Information

Step No 3

Choose funding source



REGISTRATION VIA THE WEB

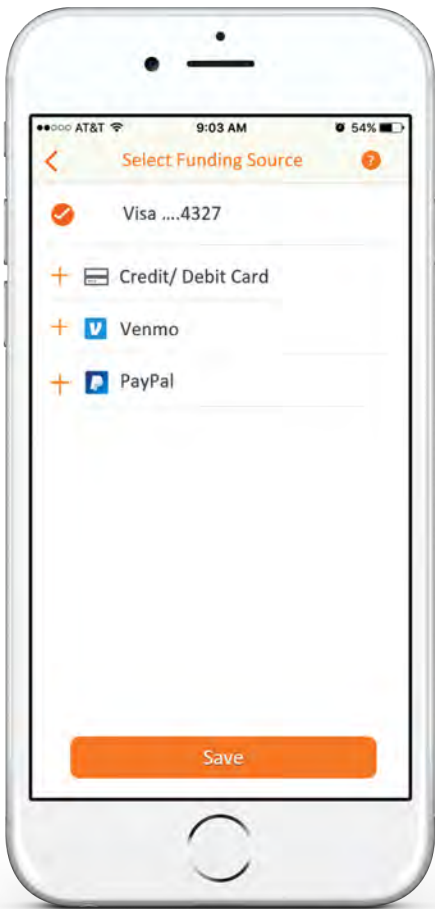
Our web (Available in English and Spanish) application emulates our mobile app and a user can easily register and manage their account through any computer.



24 HOUR CUSTOMER SUPPORT

Our customer support team is available 24/7, to assist a user with any of their account needs, including registering, starting and stopping a parking session and more.

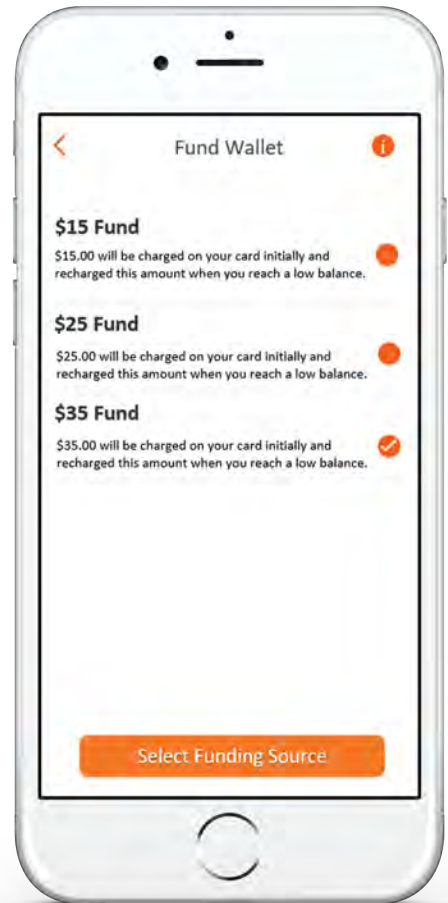
MOBILE PAY - PAYMENT OPTIONS



STORE YOUR PREFERRED CREDIT CARD IN YOUR ONLINE ACCOUNT

Users can safely and securely store their credit card in their Pango account and update their credit card information at any time. Our system is PCI/DSS compliant and maintains a secure connection.

This will allow the user to add their credit card once and process future parking transactions in seconds. All credit card transactions are processed in Realtime and funds collect immediately upon completion of the parking session.



WITH PANGO WALLET YOU CAN CONTROL THE MONEY YOU SPEND ON PARKING

Pango Wallet is a way for you to load an account balance with Pango so that your future parking transactions are deducted from that balance instead of getting individual charges to your credit card.

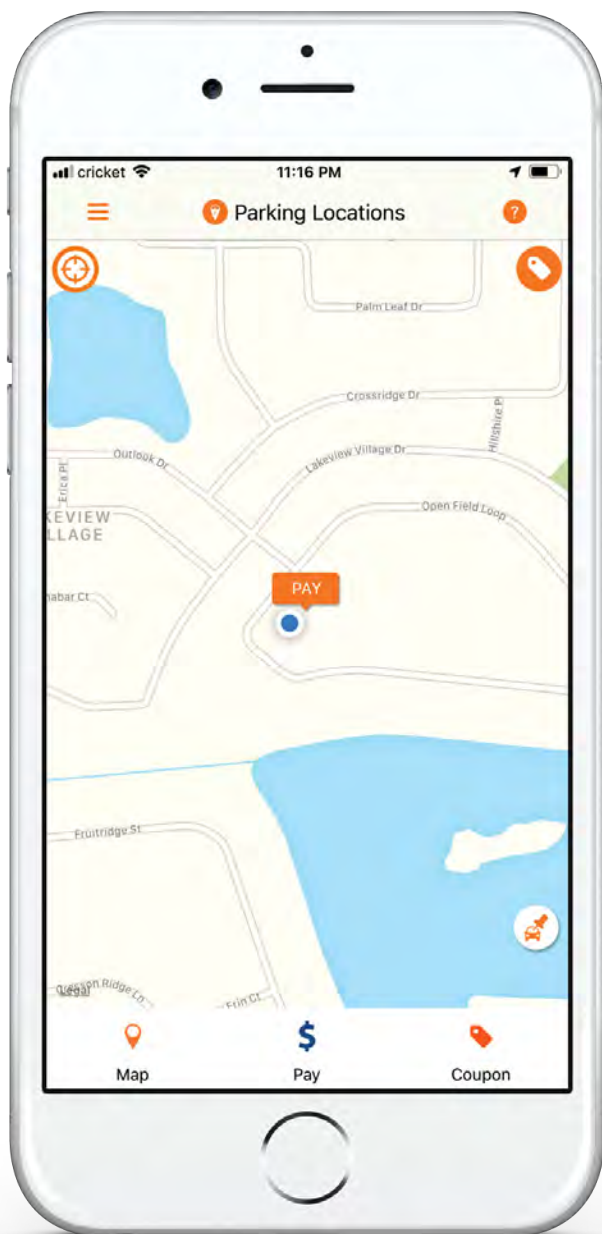
When your Pango Wallet balance reaches \$5.00 your primary credit card on file will be charged the amount you chose as your funding amount to replenish the balance.

MOBILE PAY - PARKING YOUR CAR

Parking with Pango is very easy just a couple clicks, and you're done. The following is the user experience starting a parking session through the App.

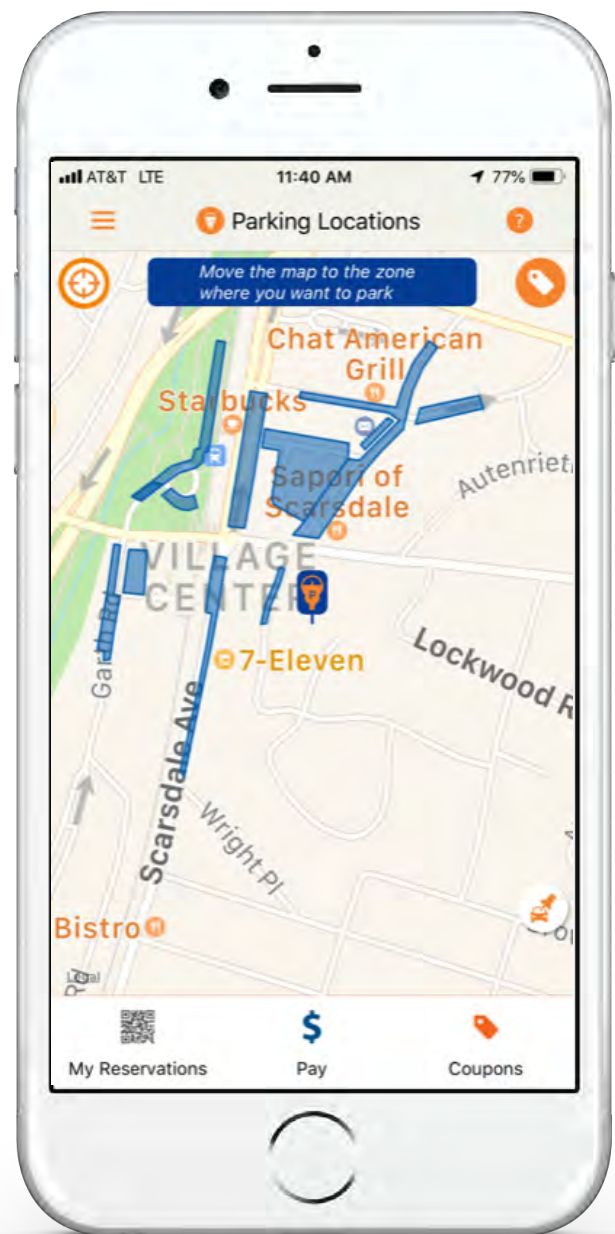
USER OPENS THE APP AND CLICK PAY

When the user opens the application, it will automatically determine their GPS location, so all the user has to do is click and PAY.



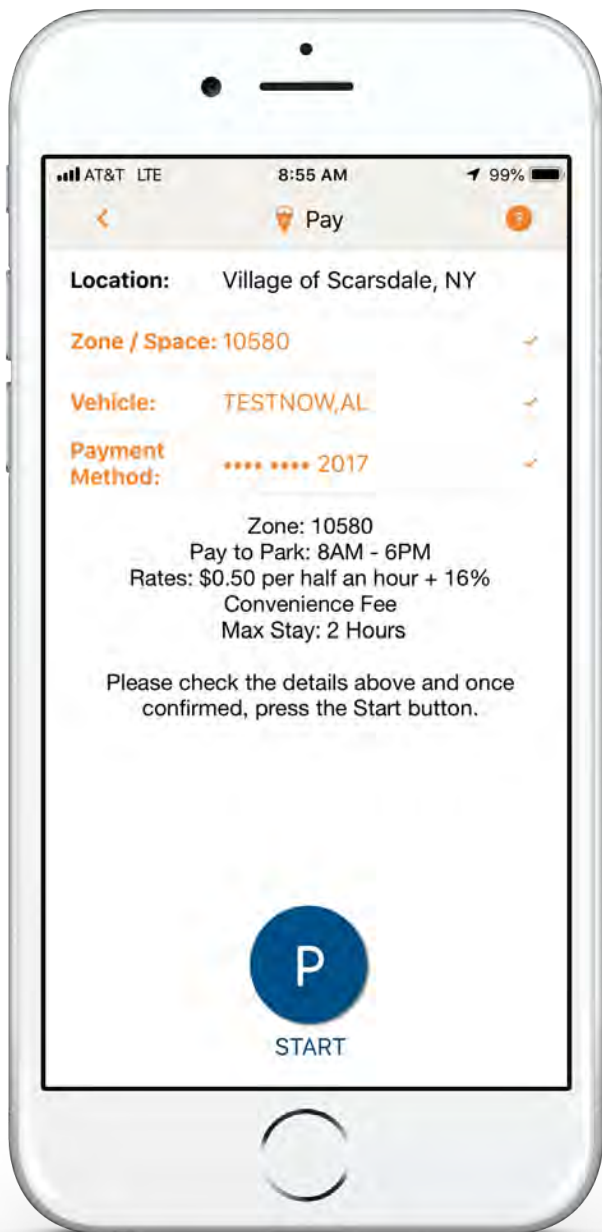
SEARCH OR ENTER YOUR ZONE NUMBER

The app will show the zones nearest to you, but you can also type in the zone number



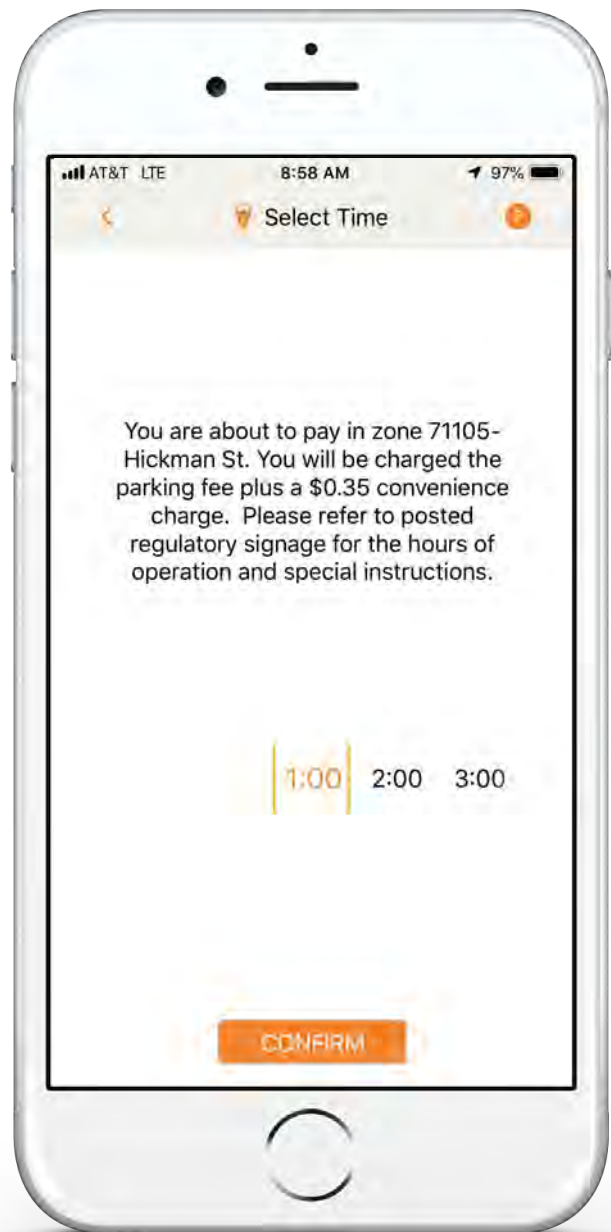
CONFIRM WHICH CAR YOU ARE PARKING & CLICK START

With Pango you have the option to have multiple cars on your account, so you confirm which car you are parking and click START.



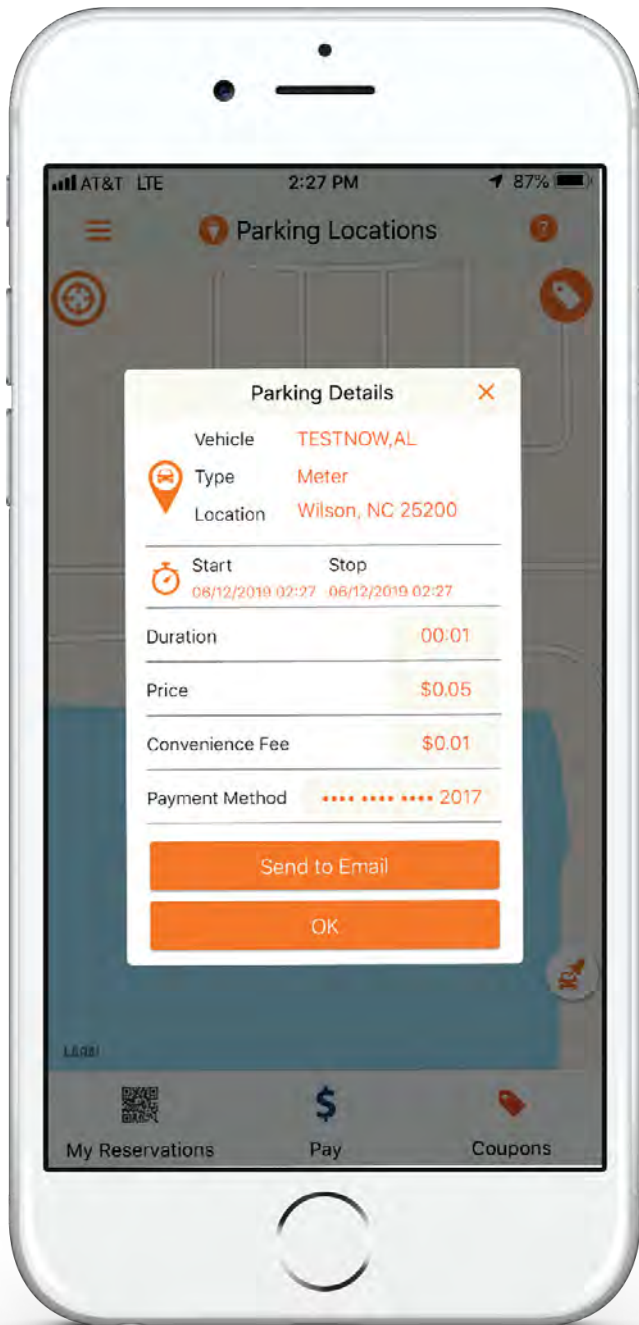
CONFIRM HOW MUCH TIME YOU WANT TO PARK

The operator can allow the customer to choose how much time they want to park, set a time limit or pay as they go with a running clock until they end their parking.



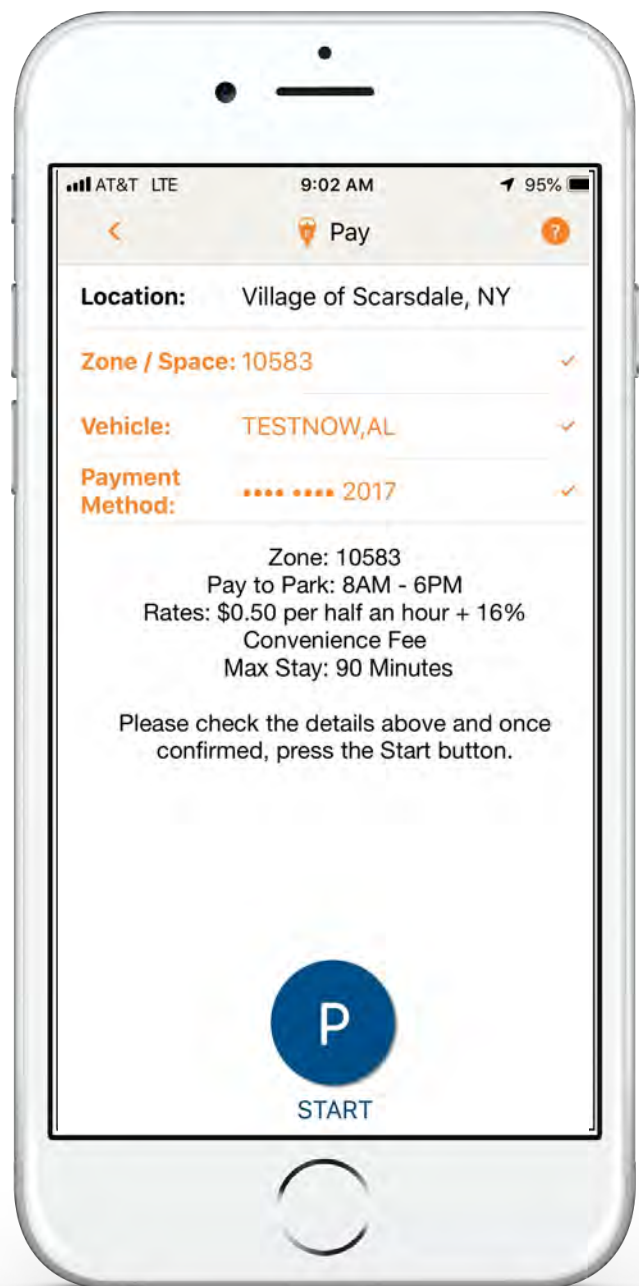
MOBILE PAY - PARKING RECEIPTS

A parking receipt is received at the end of every parking session. The receipt includes transaction details such as vehicle license plate parked, parking zone, state time, end time total parking fee paid and total convenience fee paid.



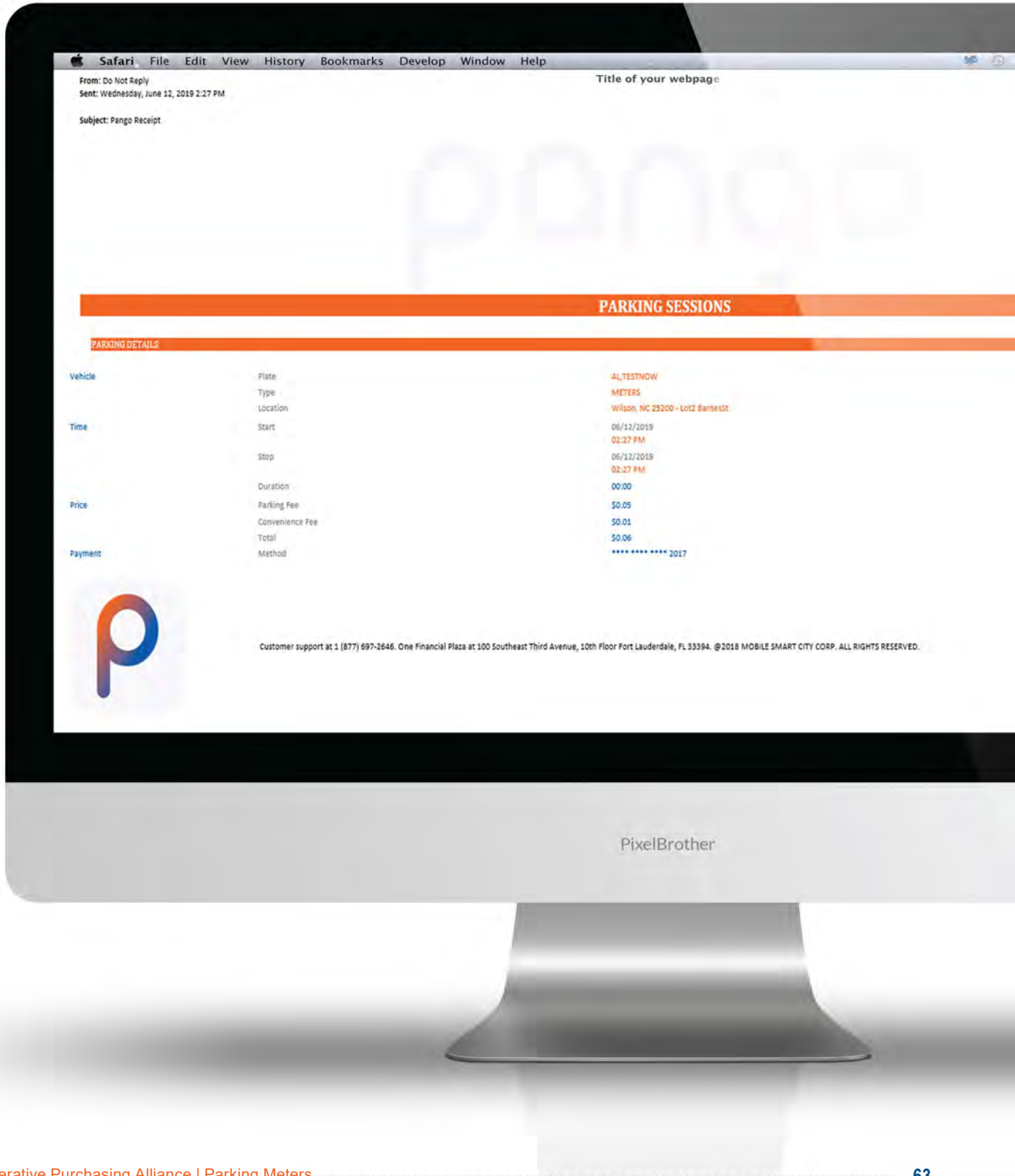
DISPLAY OF ALL FEES

Prior to starting your parking session all the parking and convenience fees are displayed. Including any parking rules associated to the zone or space that you are parking in.



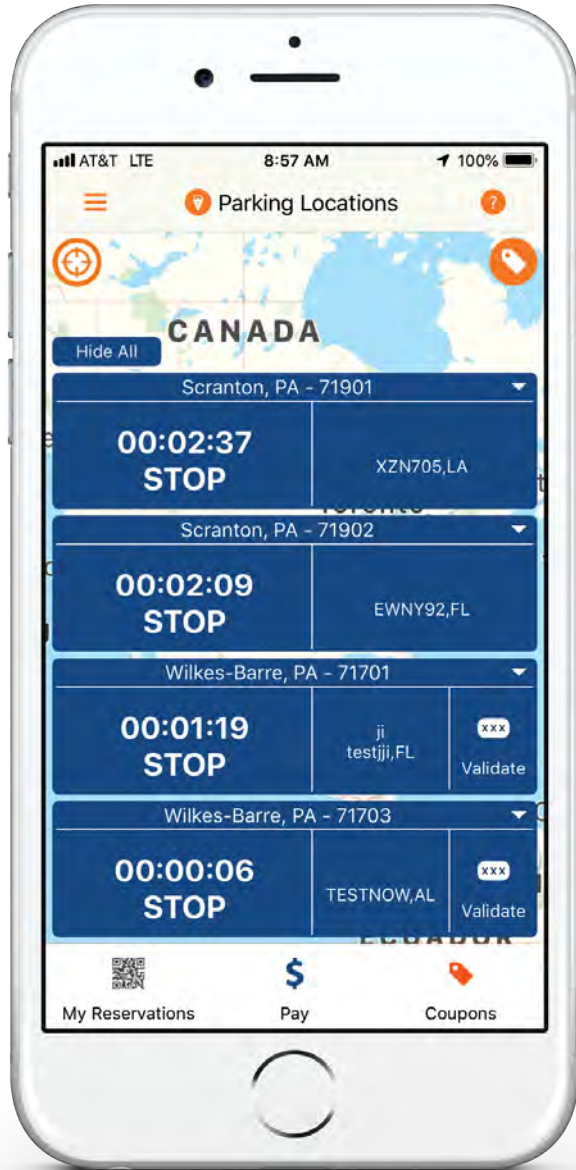
EMAILED RECEIPTS

Copies of your receipts are sent to your email. Realtime confirmation receipts are received when the parker confirms, activates, extends and ends their parking session.



MOBILE PAY - PARKING MULTIPLE VEHICLES

We are the only mobile payment app that allows you to park up to 4 vehicles at the same time, and from the same account. Other providers will only allow you to have one parking session going at any given time.



HOW DOES IT WORK

A user can have multiple vehicles registered on their account. Also, you may run a business where you have several vehicles and drivers, and at some point in time you may need to park several vehicles at once.

- Register each vehicle on your account adding the license plate number of the vehicles.
- Select the parking space or zone where you are parking
- Each session will appear on your dashboard where you can stop it, extend it.

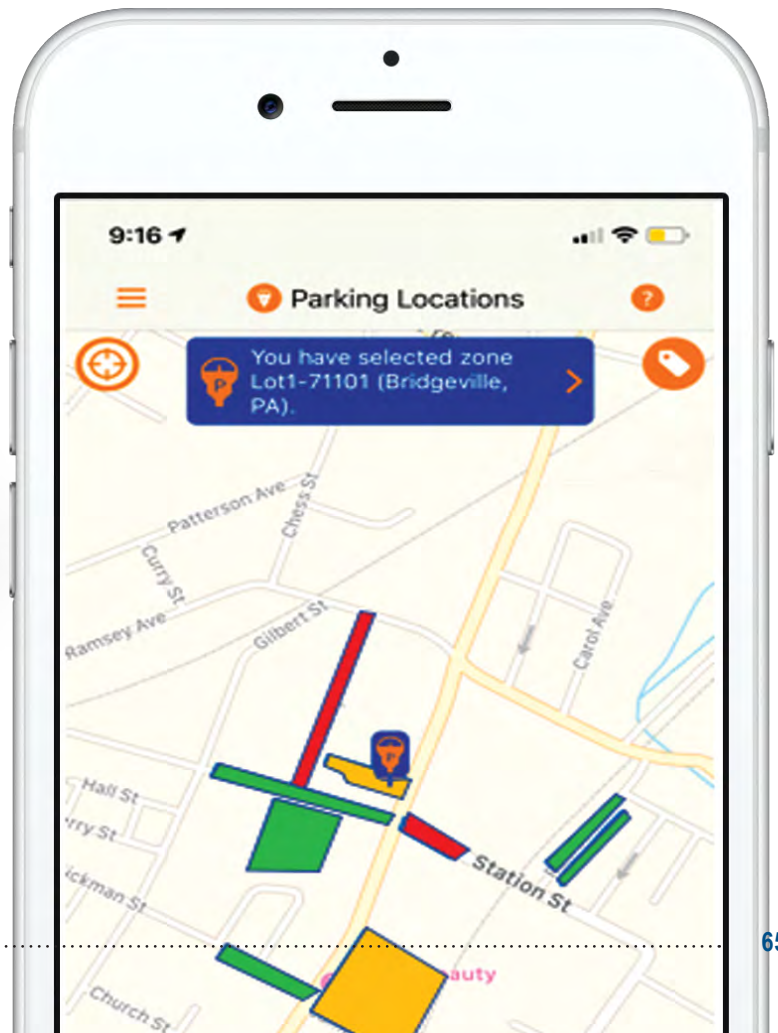
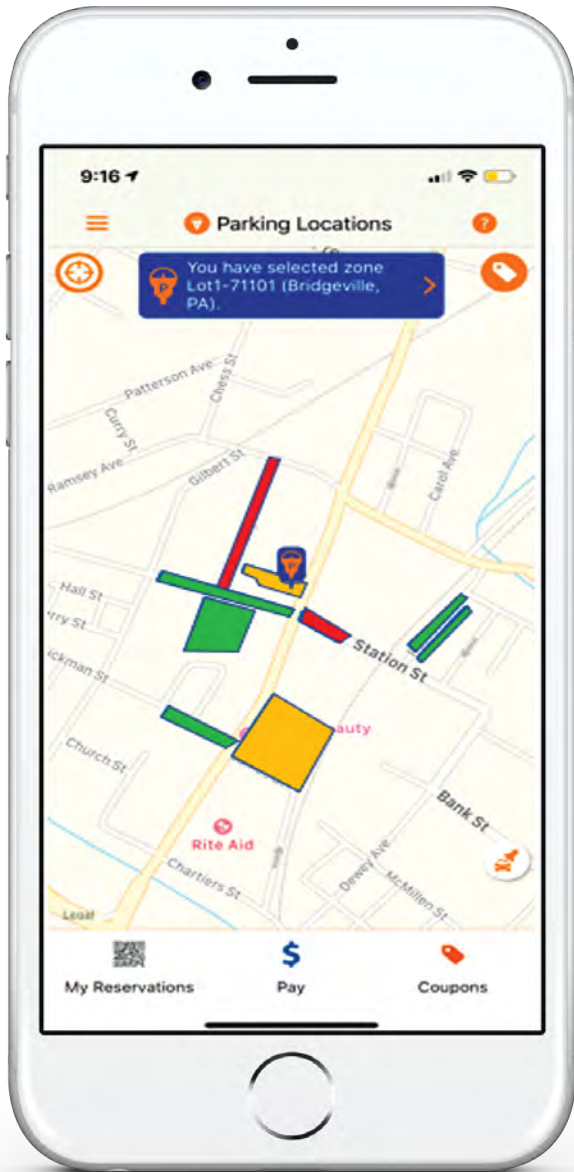
MOBILE PAY - PARKING AVAILABILITY

Additionally, as we have mentioned on previous occasions, the power of integration between Pango allows to offer "Parking Availability" in real time. We can give information to users about the areas within each of the Zones that are most likely to find spaces available. Pango marks the zones in the following way:

HOW DOES IT WORK

Parking availability works in two different ways. If we are integrated with the meters, we can provide actual space availability based on real-time occupancy. If there are no smart meter or just mobile pay, we use a custom algorithm that uses the parking activity from Pango and other parking statistics and information to predict availability.

The user can select their desired parking area and the amount of parking spaces available would appear in the blue information block above.



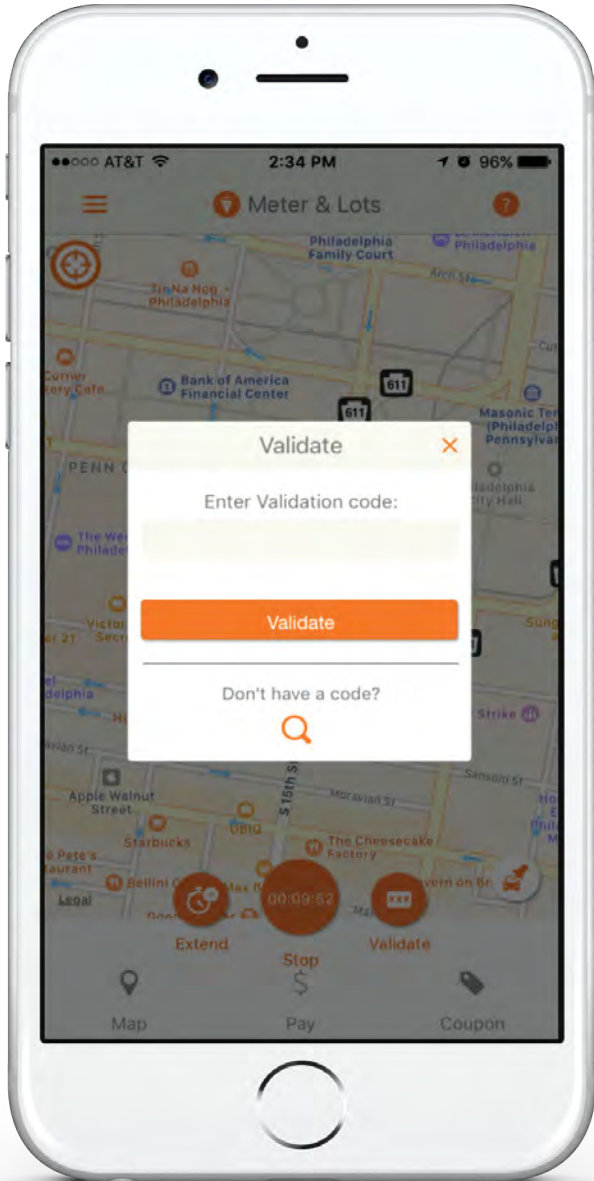
MOBILE PAY - PARKING VALIDATIONS

With our Pango Merchant Club program local merchants and other third party's can easily offer parking validations through the Pango application.

HOW DOES IT WORK

The local merchant or other 3rd party signs up for a Pango Merchant Club account and can purchase any amount of parking validations and have them distributed in increments of their choice. A four-digit code is generated for every validation issued.

- A user enters the code prior to ending their parking session
- The value of the validation will automatically be deducted from the users total.



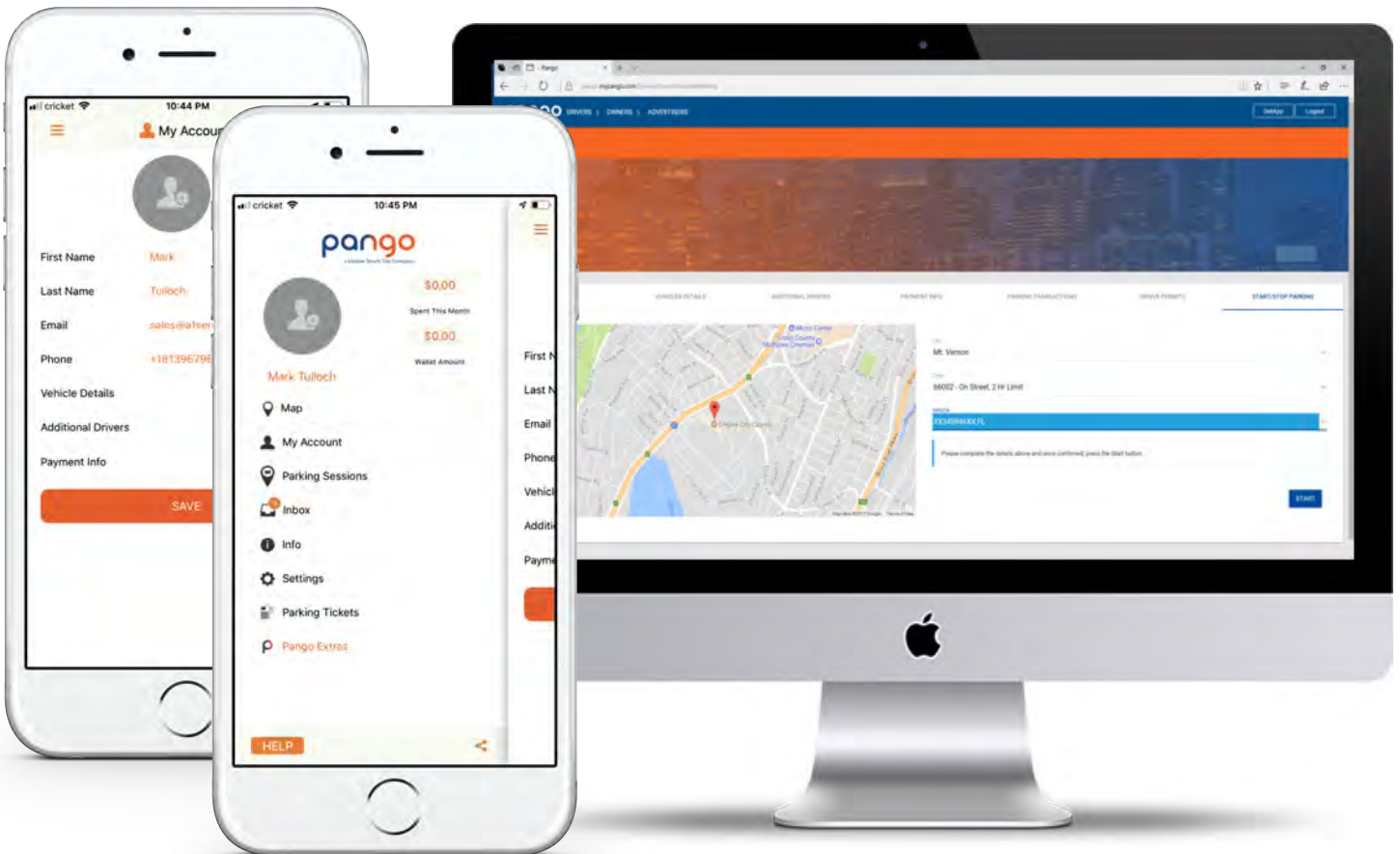
MOBILE PAY - USER BACKEND

Each user has full control of their account with our Self Account Management tools. This includes pulling account history reports.

ACCOUNT MANAGEMENT TOOLS

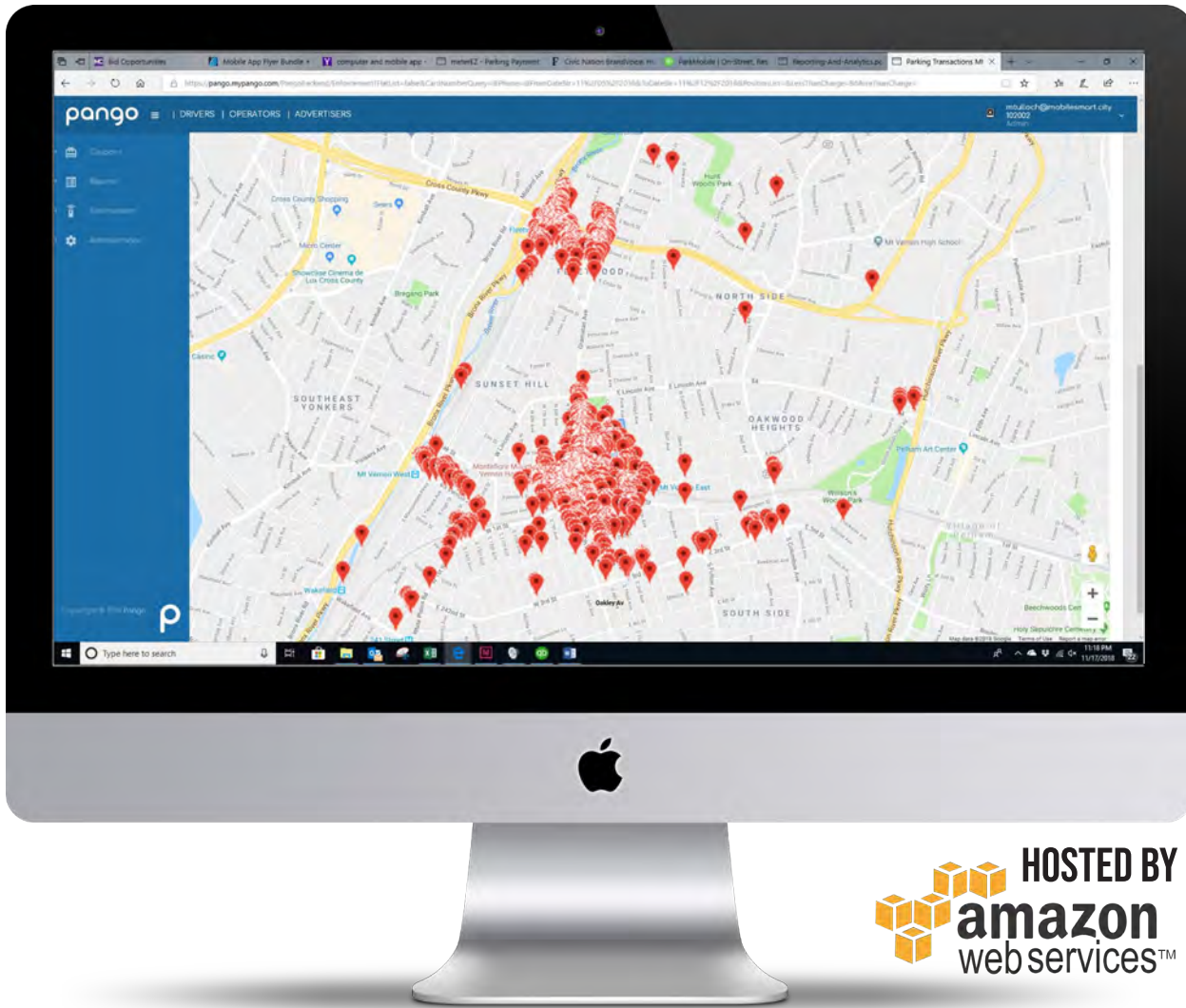
1	Start or End Parking	6	Review Account History
2	Extend Parking	7	Add Additional Vehicles
3	Check Account Balance	8	Add Additional Drivers
4	Reload Wallet	9	Validations
5	Update Credit Card	10	And More

MANAGE YOUR ACCOUNT FROM YOUR PHONE OR COMPUTER



BACKEND SYSTEM - AMAZON WEB SERVICES

You will have access to our backend management system. You will have the ability to manage every part of your parking system. Including Mobile Pay, Enforcement, Permits, Tickets, Zones, Spaces and more.



HOSTED BY
amazon
web services™

STATE OF THE ART REPORT AND CONTROL FEATURES OF YOUR ENTIRE SYSTEM FROM ONE



understand your customers behaviors & trends

live dashboards, historical reports and heat maps that are easy to understand at the click of a button to help manage your parking facility using accurate data.



your data your way

at the office? out for lunch? on vacation? access your data from the cloud with any internet connected device: anywhere in the world.



data-driven business

drive business growth with customer behavior and trend data from your parking facility.



the highest level of data security

eliminate threats and downtime by giving your data the best protection with SSL encryption and storage across multiple cloud-based servers.

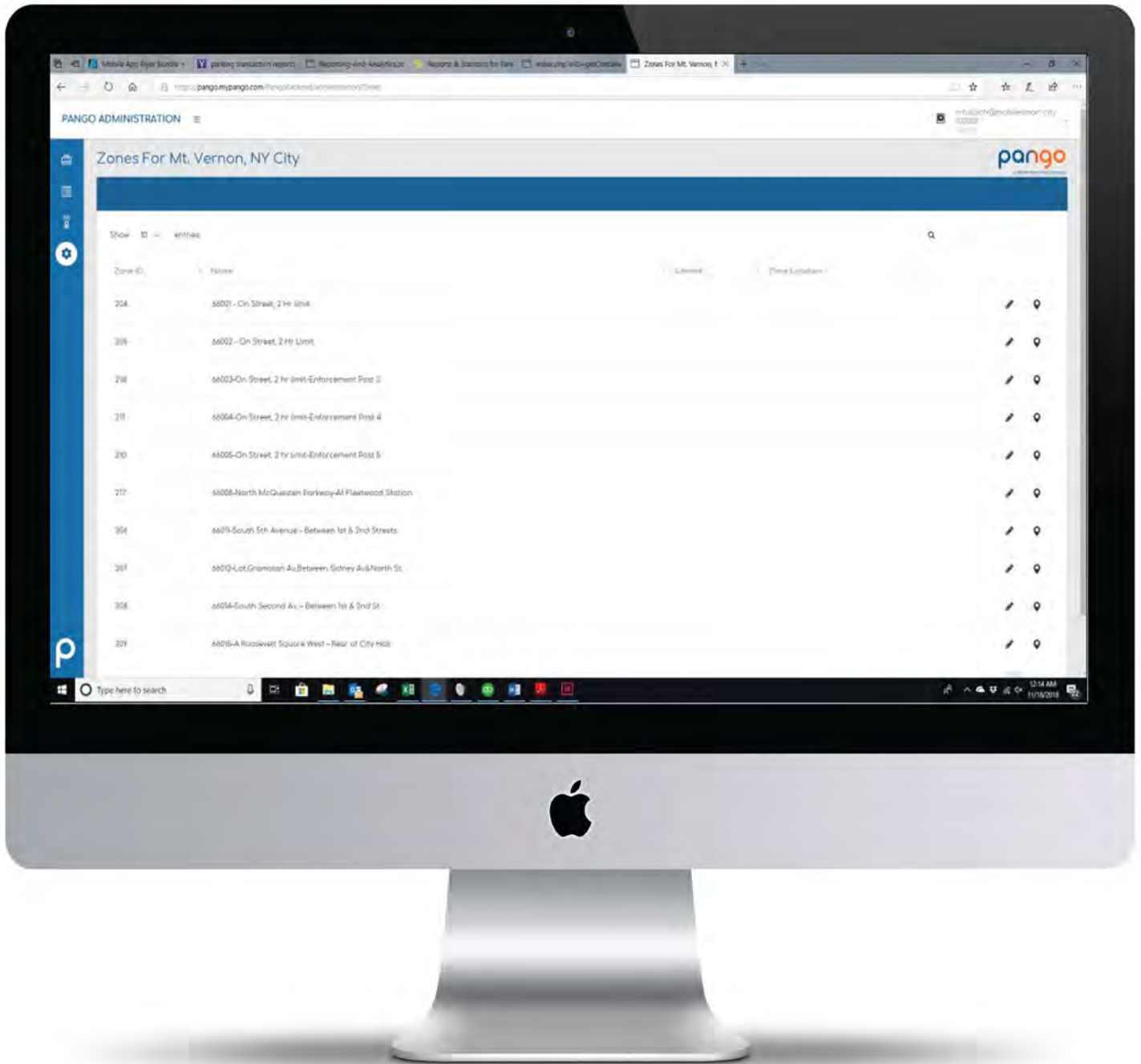


remove clunky on-site server rooms

all data and software is cloud-based means your valuable space isn't filled with on-site servers

BACKEND SYSTEM - RATES, ZONES AND SPACES

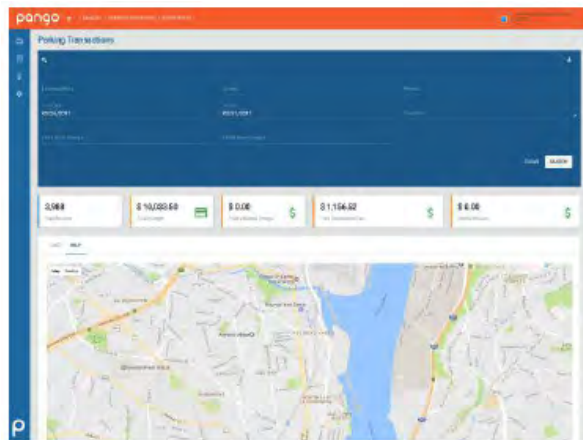
With the Pango Backend you will have total OnDemand control of your parking system. You will have access to adjust rates, create time limits create new zones and parking spaces. This is also where you will go to pull transaction information and customer details.



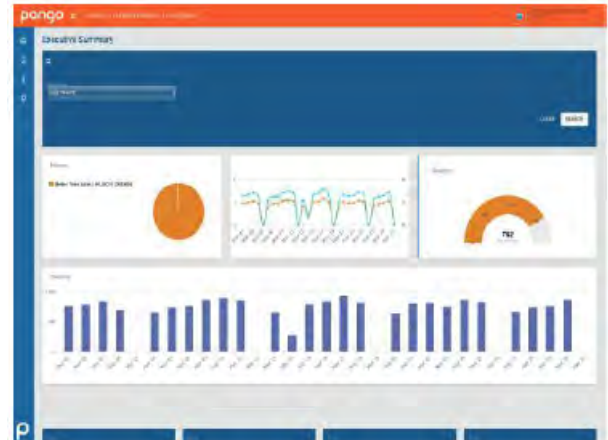
BACKEND SYSTEM - DASHBOARDS

The Control Center is supported by a fully integrated platform of the back-end of Pango. A dynamic tool that provides management, total control and supervision over the system of parking lots and zones. It is with this functionality that the management users work from our Center of Control, managing absolutely all user information, analytics, reports and rates.

DASHBOARD VIEWS



CUSTOMIZABLE CHARTS



REAL-TIME REPORTS



DYNAMIC INFORMATION



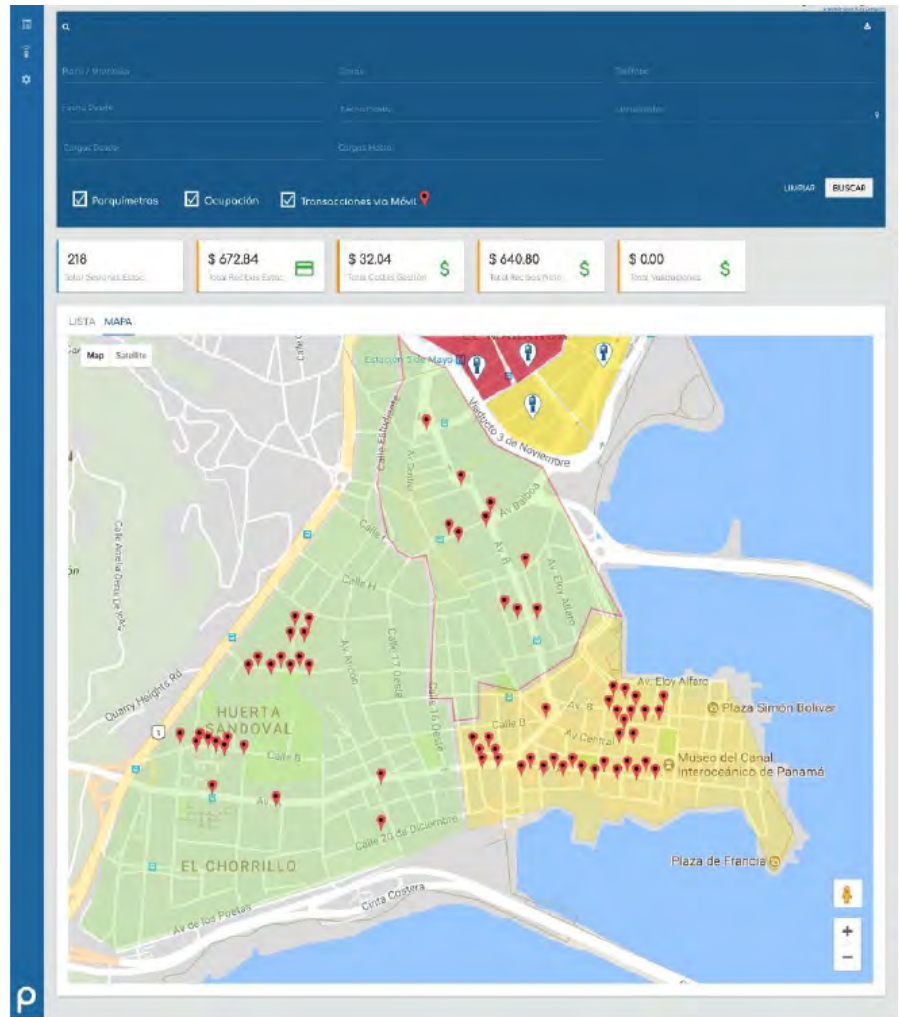
Additionally, the back end offers the possibility of monitoring the global operations of the system, both payment transactions through Pango, as well as, the operations carried out by the Enforcement Officers.

BACKEND SYSTEM - ALL PAYMENTS IN PLACE

The attached image is an example of the information offered from the Control Center, where the location of the parking meters, all the transactions that occurred in one or several zones, have been made through the "Smart Parking" Pango platform the information can be;

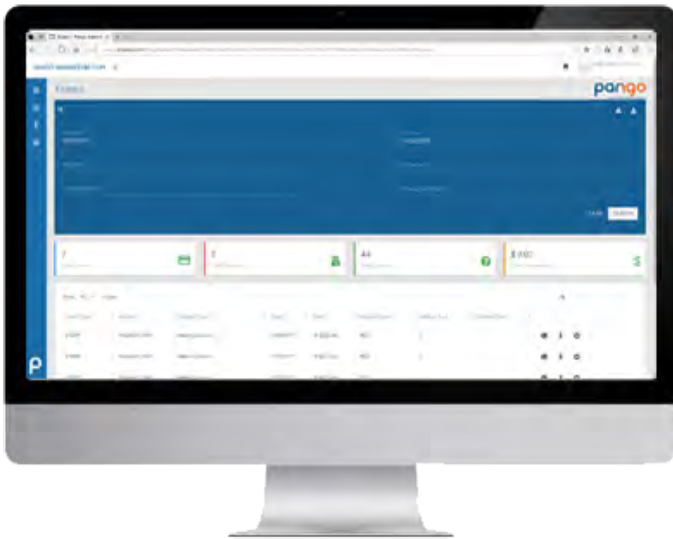
INFORMATION

- Zone
- Vehicle registration number
- Cell phone
- Start date
- End date
- Quantity



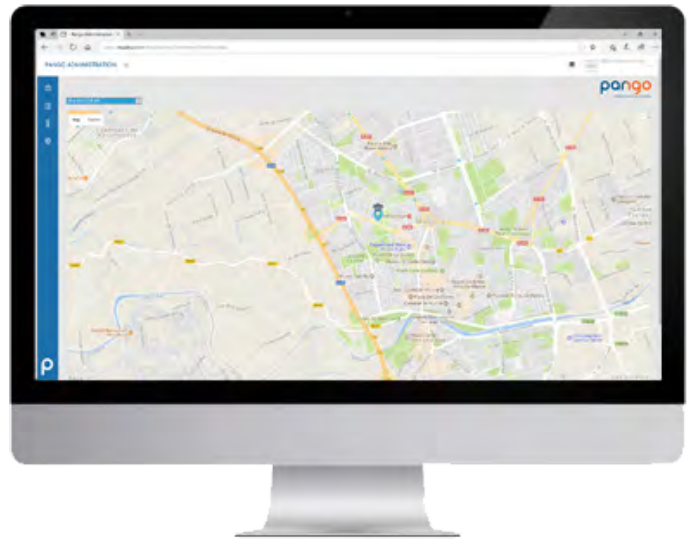
BACKEND SYSTEM - ENFORCEMENT

Using Zeus real-time dashboard to interpret information from your enforcement officers, that will be presented in a way that's easy to understand. Information can be sliced hourly, daily, weekly or monthly and data can be exported to .csv files for further analysis if required. Users can compare multiple locations to track revenue and car park usage.



REAL-TIME REPORTING OF ALL ENFORCEMENT TRANSACTIONS

Live database of enforcement activity at a glance. Click and view an enforcement ticket issued, view photos and track the life cycle of the ticket.



LIVE VIEW OF ENFORCEMENT OFFICER ACTIVITY AND LOCATION

From an easy to use dashboard you can track every enforcement officer's real location and activity. Total control and oversight.

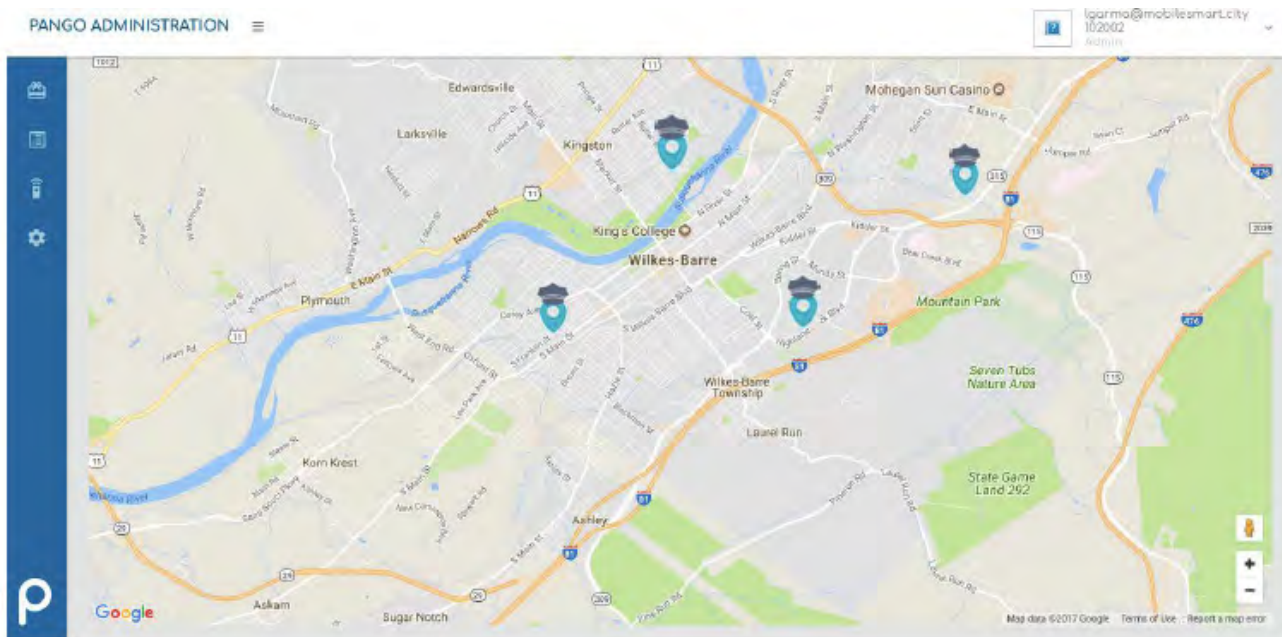
AUDITING AND RECONCILIATION PROCEDURES

AUDITING AND RECONCILIATION PROCEDURES										
303 Total Parking Sessions	\$ 969.37 Total Parking Receipts	\$ 87.87 Total Convenience Fee	\$ 881.50 Total Net Receipts							
Show 10 entries										
Plate	Requested Start Time	Start Time	Requested End Time	End Time	Extensions	Account	Duration (min)	Location	Charge (\$)	
Dmv8p,FL	10/31/2017 11:48:00 AM	10/31/2017 11:48:00 AM	10/31/2017 1:48:00 PM	10/31/2017 1:48:00 PM	0	880926	120	11003	3.5	
VTL2307,VA	10/31/2017 11:47:00 AM	10/31/2017 11:47:00 AM	10/31/2017 1:47:00 PM	10/31/2017 1:47:00 PM	0	121934	120	11018	3.5	
3CZ4254,MD	10/31/2017 11:47:00 AM	10/31/2017 11:47:00 AM	10/31/2017 1:47:00 PM	10/31/2017 1:47:00 PM	0	1271178	120	11555	3.5	
Hvnb,VA	10/31/2017 11:46:00 AM	10/31/2017 11:46:00 AM	10/31/2017 1:46:00 PM	10/31/2017 1:46:00 PM	0	132108	120	11504	3.5	
TM111,VA	10/31/2017 11:45:00 AM	10/31/2017 11:45:00 AM	10/31/2017 2:45:00 PM	10/31/2017 2:45:00 PM	0	1432853	180	11032	5.25	

BACKEND SYSTEM - ENFORCEMENT FINES

In addition to the payment transactions, you can review the activity.

GPS LOCATION OF OFFICERS



DASHBOARD TICKET & FINES VIEW

The dashboard displays the following statistics:

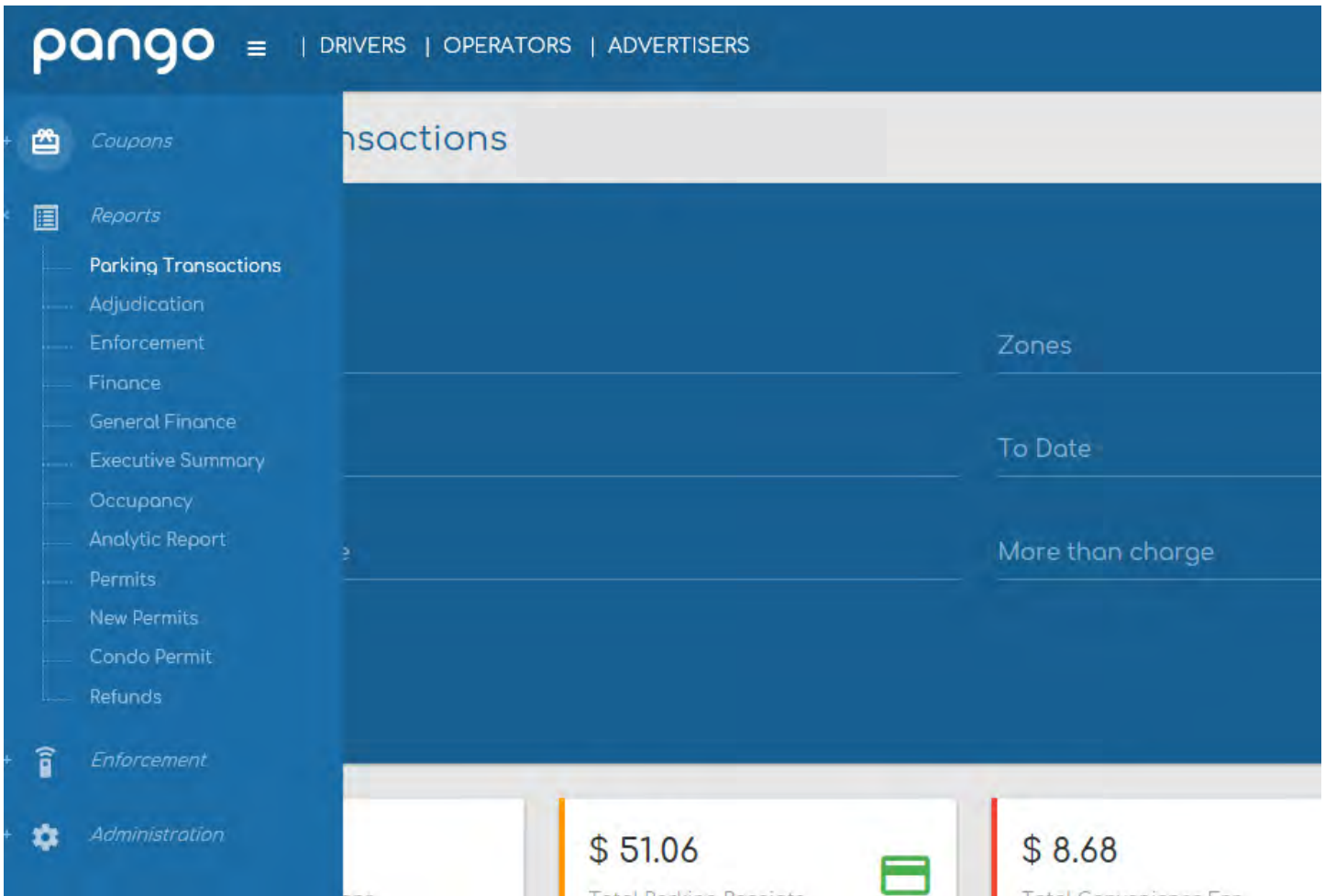
- Total Tickets: 152
- Total Warnings: 19
- Total Queries: 359
- Total Paid Amount: \$0.00

The table below shows a list of tickets:

Ticket Code	Warden	Violation Type	Date	Time	Amount Owed	Amount Paid	Payment Date
916338	David Ouellette		11/02/2017	3:54:07 PM	25.00	0	
916323	David Ouellette		11/02/2017	1:54:43 PM	25.00	0	
916314	David Ouellette		11/02/2017	12:24:31 PM	25.00	0	
916312	David Ouellette		11/02/2017	12:28:34 PM	15.00	0	

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DETAILED DOWNLOADABLE REPORTS AT YOUR FINGER TIPS WHEN YOU NEED

- 1 EVERYTHING AT A GLANCE**
Compare the key figures of all your facilities in a ready-consolidated report. The manual consolidation of data from different facilities is no longer necessary
- 2 CLEAR AND EASY TO UNDERSTAND**
Clear graphics provide a quick overview of current operations. You can view key performance indicators and determine which of your products have the best sales figures and which car parks are the most profitable.

- 4 WELL INFORMED - ALWAYS AND EVERYWHERE**
Overall reports covering multiple car parks put the information you need at your fingertips – whenever and wherever you need them. All it takes is an internet connection – no need for extra software.
- 5 EASY TO DOWNLOAD AND EXPORT**
Easily individualize your reports: The reporting package contains all the important reporting tools. You decide what format and graphics on which reports are needed for your business.

Analytic Report

Range Date: 01/01/2019 - 04/30/2019

Range Date: 01/01/2018 - 04/30/2018

Sessions



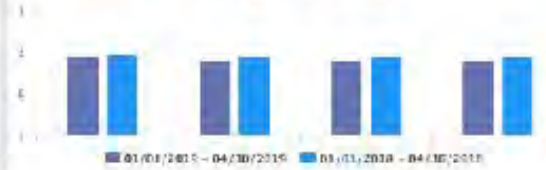
Income



Average Session (in Min)



Average Ticket (in \$)



Sessions Data

	01/01/2019 - 04/30/2019	01/01/2018 - 04/30/2018
Jan 2019 / Jan 2018	12,501.00	8,124.00
Feb 2019 / Feb 2018	12,028.00	8,109.00
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Feb 2019 / Feb 2018	146.52	157.19
Mar 2019 / Mar 2018	147.20	157.39
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Average Ticket Data (in \$)

	01/01/2019 - 04/30/2019	01/01/2018 - 04/30/2018
Jan 2019 / Jan 2018	1.89	1.94
Feb 2019 / Feb 2018	1.82	1.89
Mar 2019 / Mar 2018	1.82	1.90
Apr 2019 / Apr 2018	1.80	1.85

MOBILE PAY - DIGITAL MONTHLY PERMITS



HOW DOES IT WORK

Using Pango's Permit Solution a user will go to our website and create an account and then buy the permit based on their license plate. Once purchased they are good to go! Permits can be set up for 24/7 or limited to days and hours. When enforcement checks the license plate it will tell you if they are good (parking within authorized parking day & times) or illegally parked and a ticket can be issued. Permits can be issued daily, weekly, monthly, quarterly or annually. Permits can also be turned off quickly if requested by Operator.

ISSUE DIGITAL PERMITS

Our permit management solution gives you the flexibility to manage permits. With using license plate-based permits as a unique identifier you can now stream line your enforcement process. No more tickets being issued to a permitted vehicle because a permit or decal cannot be located.

ZEUS ENFORCEMENT - US VEHICLE LPR

The automatic patent recognition system, ANPR (Automatic Number Plate Recognition), automates reading and identification of vehicle patents, facilitating the reviewers, law enforcement agencies and municipal and commercial organizations, locate vehicles of interest and enforce the restrictions of parking lot. Designed for fixed and mobile installations, the system is ideal for a variety of applications and entities, including police, municipal and commercial organizations.



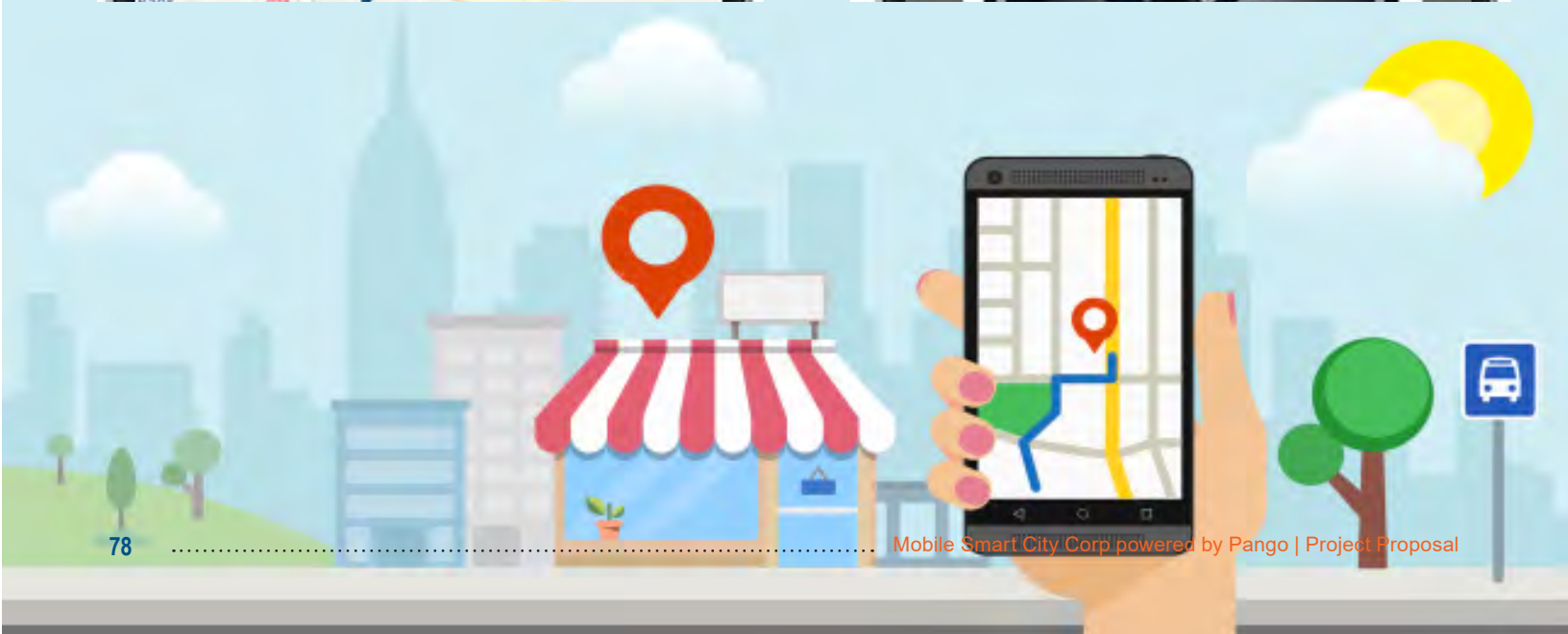
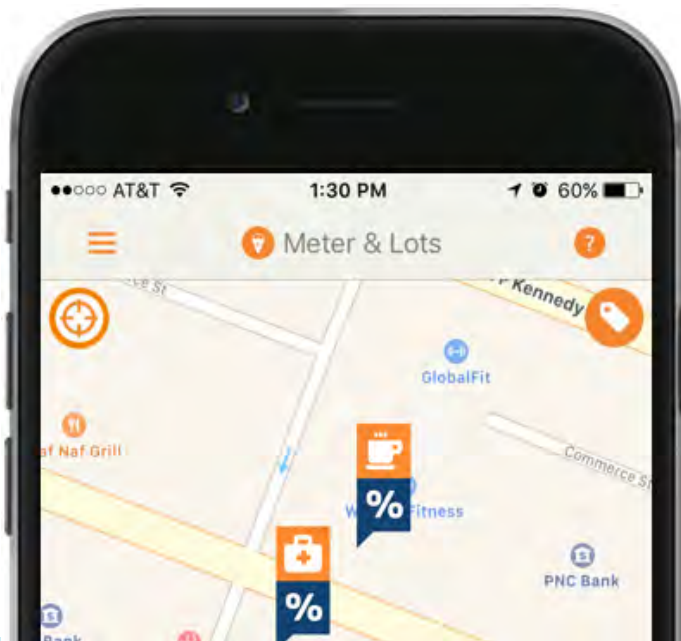
THE CITY CAN INSTALL VEHICLE LPR CAMERAS THAT ALLOWS YOU TO SCAN AS YOU DRIVE

The system can be adapted to a wide variety of parking projects with fixed or mobile cameras for the application on public roads. With a powerful image recognition technology, dedicated to the digital market and compliant with shared permits, valuable data can be captured to reduce ticket disputes, increase compliance, while identifying offenders of the regulated service. They can also calculate the number of parked vehicles, as well as the default rate. The system proposed surveillance vehicle, can manage at least 2,000 patents per hour, regardless of their position. The cameras used for reading Patents is from the Canadian manufacturer Genetec Inc., with corporate headquarters in Montreal, Quebec. The cameras can be installed in cars or mopeds.



PANGO MERCHANT CLUB

Pango has the only mobile parking payment system that has developed a solution that allows local business and Cities to reach out to parkers using the application. Pango Merchant Club has integrated advertising and validations into one seamless platform where local businesses can target parkers who are parking within a few miles of their establishment. A parker will see a Pin or Coupon pop up on their screen. This gives you a chance to advertise your business, coupon or discount off of their parking session.





Create Ads and Coupons

Easily create ads and coupons to drive awareness and in store visits



Offer Validations

Extend your hospitality by validating guest's parking



Analytics

Make data driven marketing decisions in real time



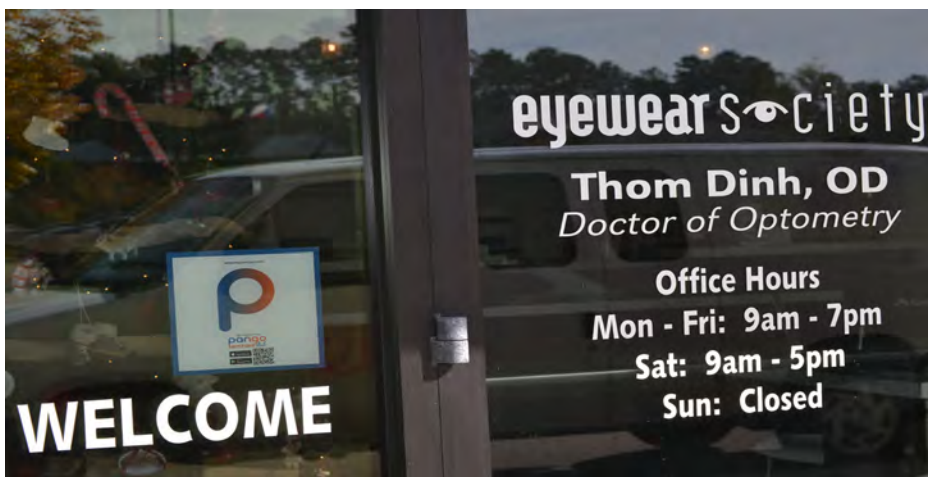
Geo-Target

Hyper target potential guests that are parked within a walkable distance

REACH 1,000'S OF CUSTOMERS PARKING AT METERS OR SPACES IN FRONT OF YOUR STORE



PARTNER WITH LOCAL BUSINESS



LOCAL BUSINESS USE PANGO TO REACH CUSTOMERS

When customers park at the meter using pango to pay. Pango Merchant club members can offer discounts and / or validations to attract customers.

PANGO FAST PASS

With Pango Fast Pass you can open gated off-street parking garages or lots using your mobile phone

CLIENT APPS

Users order and reserves parking in advance



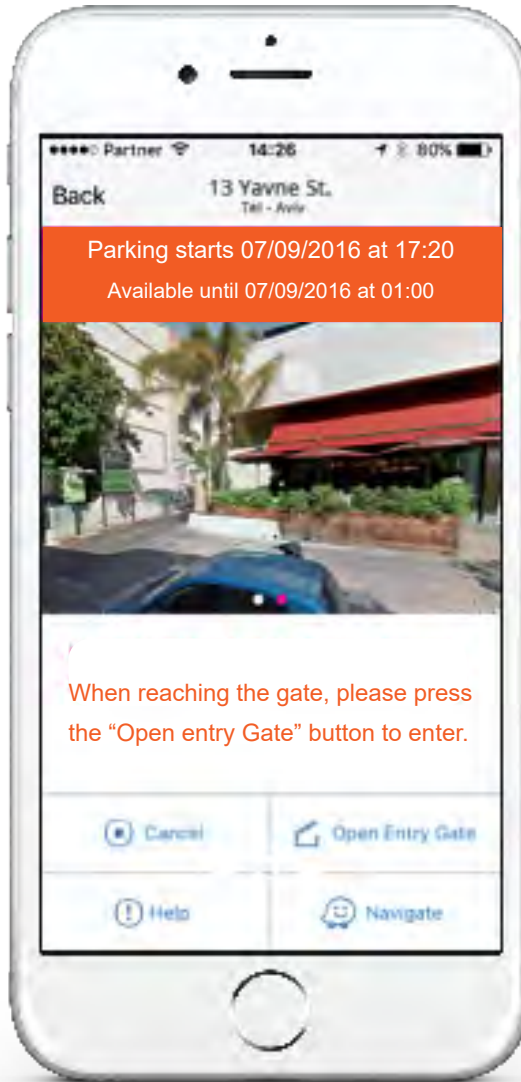
AUTHENTICATION

Users order and reserves parking in advance



PAYMENT

In-App payment and billing



RESERVATION AND AVAILABILITY DETECTION

Ensure availability of parking spots



OPEN GATE

System signals to open the nearest gate



AUDIT & ANALYTICS

Log everything & provide reports



WE CAN ACCEPT CASH

We can work with the local retailers in providing a prepaid cash option. Unlike other mobile payment applications which will only allow for credit card payments Pango can accommodate cash-only customers.





a Mobile Smart City Company

THANK
YOU

100 Southeast Third Avenue 10Th Floor
Fort Lauderdale, FL 33394
Phone:1 (877) 697-2646
E-mail: Info@mypango.com

www.mypango.com

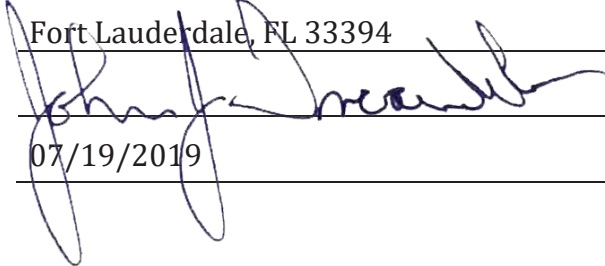
Tab 9 – Required Documents

- ◆ Clean Air and Water Act / Debarment Notice
- ◆ Contractors Requirements
- ◆ Antitrust Certification Statements
- ◆ FEMA Standard Terms and Conditions Addendum for Contracts and Grants
- ◆ Required Clauses for Federal Assistance by FTA
- ◆ State Notice Addendum

Clean Air and Water Act & Debarment Notice

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

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

Potential Vendor	<u>Mobile Smart City Corp</u>
Print Name	<u>John Incandela</u>
Address	<u>100 Southeast Third Avenue 10th Floor</u>
City, State, Zip	<u>Fort Lauderdale, FL 33394</u>
Authorized signature	<u></u>
Date	<u>07/19/2019</u>

Contractor Requirements

Contractor Certification Contractor's Employment Eligibility

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

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

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

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

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

Fingerprint & Background Checks

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

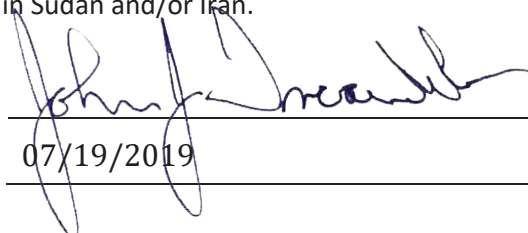
The offeror shall comply with fingerprinting requirements in accordance with appropriate statutes in the state in which the work is being performed unless otherwise exempted.

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

Business Operations in Sudan, Iran

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

Authorized signature



Date

07/19/2019

Antitrust Certification Statements (Tex. Government Code § 2155.005)

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

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

Company name Mobile Smart City Corp

Address 100 Southeast Third Avenue 10Th Floor

City/State/Zip Fort Lauderdale, FL 33394

Telephone No. 877-697-2646

Fax No. _____

Email address Jincandela@mobilesmart.city

Printed name John Incandela

Position with company CEO

Authorized signature 

FEMA Standard Terms and Conditions Addendum for Contracts and Grants

If any purchase made under the Master Agreement is funded in whole or in part by Federal Emergency Management Agency ("FEMA") grants, Contractor shall comply with all federal laws and regulations applicable to the receipt of FEMA grants, including, but not limited to the contractual procedures set forth in Title 44 of the Code of Federal Regulations, Part 13 ("44 CFR 13").

In addition, Contractor agrees to the following specific provisions:

- 1) Pursuant to 44 CFR 13.36(i)(1), University is entitled to exercise all administrative, contractual, or other remedies permitted by law to enforce Contractor's compliance with the terms of this Master Agreement, including but not limited to those remedies set forth at 44 CFR 13.43.
- 2) Pursuant to 44 CFR 13.36(i)(2), University may terminate the Master Agreement for cause or convenience in accordance with the procedures set forth in the Master Agreement and those provided by 44 CFR 13.44.
- 3) Pursuant to 44 CFR 13.36(i)(3)-(6)(12), and (13), Contractor shall comply with the following federal laws:
 - a. Executive Order 11246 of September 24, 1965, entitled "Equal Employment Opportunity," as amended by Executive Order 11375 of October 13, 1967, and as supplemented in Department of Labor ("DOL") regulations (41 CFR Ch. 60);
 - b. Copeland "Anti-Kickback" Act (18 U.S.C. 874), as supplemented in DOL regulations (29 CFR Part 3);
 - c. Davis-Bacon Act (40 U.S.C. 276a-276a-7) as supplemented by DOL regulations (29 CFR Part 5);
 - d. Section 103 and 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 327-30) as supplemented by DOL regulations (29 CFR Part 5);
 - e. Section 306 of the Clean Air Act (42 U.S.C. 1857(h), section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738, and Environmental Protection Agency regulations (40 CFR part 15); and
 - f. 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 (Pub. L.94-163, 89 Stat. 871).
- 4) Pursuant to 44 CFR 13.36(i)(7), Contractor shall comply with FEMA requirements and regulations pertaining to reporting, including but not limited to those set forth at 44 CFR 40 and 41.
- 5) Pursuant to 44 CFR 13.36(i)(8), Contractor agrees to the following provisions regarding patents:
 - a. All rights to inventions and/or discoveries that arise or are developed, in the course of or under this Agreement, shall belong to the participating agency and be disposed of in accordance with the participating agency's policy. The participating agency, at its own discretion, may file for patents in connection with all rights to any such inventions and/or discoveries.
- 6) Pursuant to 44 CFR 13.36(i)(9), Contractor agrees to the following provisions, regarding copyrights:
 - a. If this Agreement results in any copyrightable material or inventions, in accordance with 44 CFR 13.34, FEMA reserves a royalty-free, nonexclusive, and irrevocable license to reproduce, publish or otherwise use, for Federal Government purposes:
 - 1) The copyright in any work developed under a grant or contract; and
 - 2) Any rights of copyright to which a grantee or a contractor purchases ownership with grant support.
- 7) Pursuant to 44 CFR 13.36(i)(10), Contractor shall maintain any books, documents, papers, and records of the Contractor which are directly pertinent to this Master Agreement. At any time during normal business hours and as often as the participating agency deems necessary, Contractor shall permit participating agency, FEMA, the Comptroller General of United States, or any of their duly authorized representatives to inspect and photocopy such records for the purpose of making audit, examination, excerpts, and transcriptions.
- 8) Pursuant to 44 CFR 13.36(i)(11), Contractor shall retain all required records for three years after FEMA or participating agency makes final payments and all other pending matters are closed. In addition, Contractor shall comply with record retention requirements set forth in 44 CFR 13.42.

Required Clauses for Federal Assistance provided by FTA

ACCESS TO RECORDS AND REPORTS

Contractor agrees to:

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

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

CIVIL RIGHTS / TITLE VI REQUIREMENTS

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

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

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

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

DISADVANTAGED BUSINESS PARTICIPATION

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

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

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

ENERGY CONSERVATION REQUIREMENTS

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

FEDERAL CHANGES

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

INCORPORATION OF FEDERAL TRANSIT ADMINISTRATION (FTA) TERMS

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

NO FEDERAL GOVERNMENT OBLIGATIONS TO THIRD PARTIES

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

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

PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS

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

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

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

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

State Notice Addendum

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

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

http://www.usa.gov/Agencies/Local_Government/Cities.shtml

<http://nces.ed.gov/globallocator/>

<https://harvester.census.gov/imls/search/index.asp>

<http://nccsweb.urban.org/PubApps/search.php>

<http://www.usa.gov/Government/Tribal-Sites/index.shtml>

<http://www.usa.gov/Agencies/State-and-Territories.shtml>

<http://www.nreca.coop/about-electric-cooperatives/member-directory/>

<https://sos.oregon.gov/blue-book/Pages/state.aspx>

<https://portal.ehawaii.gov/government/>

<https://access.wa.gov/governmentagencies.html>