

Response to **Smart Parking Displays** Solicitation Number: 37-20

Submitted By:
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Parking Logix
Business Development Executive
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347-725-7222



Level 3





Cover Letter For NCPA Solicitation # 32-20

Date: November 19th, 2020 Smart Parking Displays

National Cooperative Purchasing Alliance,

In response to your request, Parking Logix is pleased to submit our response to the Smart Parking Displays RFP to propose our illuminated parking availability digital display solution. Our company's sole product, OpenSpace, is specifically designed to broadcast parking availability on digital signage while the real-time data lives in the cloud to be pushed to apps and websites. OpenSpace helps solve for enhancing the visitor parking experience, provides rich environment behavior analytics and data driven decisioning.

Our wireless display technology requires minimal device installation time, maximizing ROI.

After careful analysis, our team is confident in our ability to deliver a best-in-class smart parking display system to the NCPA. Since 2015 Parking Logix has completed 500+ smart parking display projects applying occupancy data to enable these customers to achieve their parking management and customer service goals.

We are enthusiastic about the potential opportunity to partner with NCPA to help bring our smart parking display to public agencies that are looking to enhance the visitor parking experience and leverage data driven decisioning.

Thanks again for your time and consideration,

Ryan Manion
Business Development Executive, Parking Logix
347 725 7222
rmanion@parkinglogix.com

The contents of this RFP response is organized by the following tabs attached separately:

- ➤ Tab 1 Master Agreement / Signature Form
- ➤ Tab 2 NCPA Administration Agreement
- ➤ Tab 3 Vendor Questionnaire
- ➤ Tab 4 Vendor Profile
- ➤ Tab 5 Products and Services / Scope
- > Tab 6 References
- > Tab 7 Pricing
- ➤ Tab 8 Value Added Products and Services
- ➤ Tab 9 Required Documents

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

Parking Logix is in compliance with this term and condition. Support hours and details are listed below:

Monday – Friday: 830AM – 5PM EST Email: support@parkinglogix.com Phone: 1 877-7275-423, ext 628

For more information on Parking Logix's customer service, please see Tab 4 – Vendor Profile, customer service section

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.

Parking Logix is in compliance with the Disclosures terms and conditions.

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.

Parking Logix complies with the contract period requirements as it pertains to renewals.

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.

Parking Logix complies with the funding out clause.

♦ 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.

Parking Logix complies with the shipment criteria.

Parking Logix requests that for fully customized smart display orders, the shipping time is (8) eight to (10) ten weeks

◆ Tax Exempt Status

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

Parking Logix complies with the provisions for tax exempt clients in each state.

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.

Parking Logix will comply with the payment conditions.

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.

Parking Logix will submit any vendor or reseller info for approval at which time a reseller is identified, and they will in turn meet the criteria of this contract.

♦ 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

Parking Logix pricing listed will include the administrative fee to be remitted to the NCPA and includes F.O.B destination in all pricing costs per unit.

♦ 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

Parking Logix complies with all of the terms of the warrantee. For more info, please see Tab 5 Product/Services - Product Response and Warranty.

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.

Parking Logix agrees to the indemnity terms and conditions.

♦ Franchise Tax

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

Parking Logix certifies that it 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.

Parking Logix agrees to the supplemental agreement terms.

♦ 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.

Parking Logix does not perform installations, as Parking Logix is a manufacturer. Should a 3rd party installation vendor be required for any project with a client, Parking Logix will ensure that all or any subcontractors will maintain the required coverages.

♦ 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.

Parking Logix will adhere to all local, state, and federal laws governing the sale of products/services identified in this RFP.

♦ 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.

Parking Logix agrees to all protest terms and conditions.

♦ 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

Parking Logix agrees to the force majeure terms and conditions.

♦ 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.

Parking Logix will comply with any local or federal prevailing wage requirements for work done.

♦ 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.

Parking Logix agrees to the miscellaneous terms and conditions as set forth in the RFP.

♦ 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. Region14 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.

Parking Logix is in agreement with the Open records policy.

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 \$10 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 publicagencies.

♦ 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. pricelist
 - 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 | Parking Logix Inc |
|-----------------------|--------------------------------|
| Address | 992 Rue Upton |
| City/State/Zip | Lasalle, Quebec H8R2T9, CANADA |
| Telephone No. | 1 877 727 5423 |
| Fax No. | 1 514 907 3364 |
| Email address | jeisen@parkinglogix.com |
| Printed name | Joshua Eisen |
| Position with company | President |
| Authorized signature | |
| | |

Tab 2 – NCPA Administration Agreement

| Γhis Administration Agreement is made as of _ | December 8, 2020 | _, by and between National |
|---|-----------------------|----------------------------|
| Cooperative Purchasing Alliance ("NCPA") | and Parking Logix Inc | ("Vendor"). |

Recitals

WHEREAS, Region 14 ESC has entered into a certain Master Agreement dated <u>December 8, 2020</u>, referenced as Contract Number <u>05-54</u>, 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 Smart Parking Displays;

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

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

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

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

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

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

♦ General Terms and Conditions

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

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

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

◆ Term of Agreement

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

Fees and Reporting

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

| Entity Name | Zip Code | State | PO or Job # | Sale Amount |
|-------------|----------|-------|-------------|-------------|
| | | | | |
| | | | | |
| | | | | |

| Tota | 1 | | |
|------|---|--|--|
| 1013 | | | |

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.

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

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

General Provisions

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

| National Co | operative Purchasing Alliance: | Vendor: | Parking Logix Inc |
|-------------|--------------------------------|------------|--------------------------------|
| Name: | Matthew Mackel | Name: | Joshua Eisen |
| Title: | Director, Business Development | Title: | President |
| Address: | PO Box 701273 | Address: | 992 Rue Upton, Lasalle Quebec, |
| | Houston, TX 77270 | | H8R 2T9 Canada |
| Signature: | At Somme | Signature: | -JL |
| Date: | December 8, 2020 | Date: | 11/17/2020 |

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

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- > 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 Colum | nbia (Selecting this box is | equal to checking all boxes below) |
|-------------------------------|-----------------------------|------------------------------------|
| Alabama | Maryland | South Carolina |
| Alaska | Massachusetts | South Dakota |
| Arizona | Michigan | Tennessee |
| Arkansas | Minnesota | Texas |
| ☐ California | Mississippi | Utah |
| ☐ Colorado | Missouri | ☐ Vermont |
| Connecticut | ☐ Montana | ☐ Virginia |
| Delaware | ☐ Nebraska | Washington |
| ☐ District of Columbia | ☐ Nevada | ☐ West Virginia |
| ☐ Florida | ☐ New Hampshire | Wisconsin |
| Georgia | ☐ New Jersey | Wyoming |
| ☐ Hawaii | ☐ New Mexico | |
| ☐ Idaho | New York | |
| ☐ Illinois | ☐ North Carolina | |
| ☐ Indiana | ☐ North Dakota | |
| ☐ Iowa | Ohio | |
| ☐ Kansas | Oklahoma | |
| ☐ Kentucky | Oregon | |
| Louisiana | Pennsylvania | |
| ☐ Maine | Rhode Island | |

| | American Somoa | Northern Marina Islands | |
|-----|--|--|-----|
| | Federated States of Micronesia | Puerto Rico | |
| | Guam | U.S. Virgin Islands | |
| | Midway Islands | | |
| • 1 | Minority | and Wome | n |
| 1 | Business Enterprise (MWBE) and (HUB) Partici | pation | |
| | business enterprises (MWBE) and histor | ting in NCPA to involve minority and women rically underutilized businesses (HUB) in the dents shall indicate below whether or not they | are |
| | Respondent Certifies that | 그래 그림 200 에 그림 20 전 12 전 10 전 10 전 10 전 10 전 10 전 10 전 | 1 |
| | Historically Underutilized Busine | And the same of th | 1 |
| | Respondent Certifies that | | 1 |
| • 1 | Residency | | |
| | | | |
| | Responding Company's principal place of <u>Quebec</u> | of business is in the city of LaSalle | |
| • 1 | State of <u>Quebec</u> Felony Conviction Notice | of business is in the city of LaSalle | |
| • 1 | State of <u>Quebec</u> Felony Conviction Notice Please Check Applicable Box; A publically held corporation Is not owned or operated by a | ; therefore, this reporting requirement is not appli anyone who has been convicted of a felony. | |
| • 1 | State of <u>Quebec</u> Felony Conviction Notice Please Check Applicable Box; A publically held corporation Is not owned or operated by a ls owned or operated by the felone. | ; therefore, this reporting requirement is not appli | |
| • 1 | State of <u>Quebec</u> Felony Conviction Notice Please Check Applicable Box; A publically held corporation Is not owned or operated by the factory | ; therefore, this reporting requirement is not applicanyone who has been convicted of a felony. Following individual(s) who has/have been convict | |
| • 1 | State of Quebec Felony Conviction Notice Please Check Applicable Box; A publically held corporation Is not owned or operated by the fafelony If the 3 rd box is checked, a detailed expla | ; therefore, this reporting requirement is not appli anyone who has been convicted of a felony. | |
| | State of Quebec Felony Conviction Notice Please Check Applicable Box; A publically held corporation Is not owned or operated by a ls owned or operated by the fafelony If the 3 rd box is checked, a detailed explaattached. | ; therefore, this reporting requirement is not applicanyone who has been convicted of a felony. Following individual(s) who has/have been convict | |
| | State of Quebec Felony Conviction Notice Please Check Applicable Box; A publically held corporation Is not owned or operated by a ls owned or operated by the fafelony If the 3 rd box is checked, a detailed explarattached. Distribution Channel Which best describes your company's portation and manufacturer Direct Authorized Distributor Manufacturer Direct Authorized Distributor | therefore, this reporting requirement is not applicanyone who has been convicted of a felony. Following individual(s) who has/have been convict mation of the names and convictions must be osition in the distribution channel: ertified education/government reseller fanufacturer marketing through reseller | |
| • 1 | State of _Quebec Felony Conviction Notice Please Check Applicable Box; A publically held corporation Is not owned or operated by the factory If the 3 rd box is checked, a detailed explarattached. Distribution Channel Which best describes your company's portion and the factories of the fac | therefore, this reporting requirement is not applicanyone who has been convicted of a felony. Following individual(s) who has/have been convict nation of the names and convictions must be osition in the distribution channel: ertified education/government reseller | |
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| Title: President | | | | |
|--|---|--|---|---------------------------|
| | lno | | | |
| Company: Parking Logix Address: 993 Rue Upton | IIIC | | | |
| | Chan | Ouelte | | T:_ LIODOTO |
| | State: | | | Zip: H8R2T9 |
| | | Email: J | eisen@parki | ngiogix.com |
| Sales and Marketing Contact Person: Ryan Mar | nion | | | |
| | | xecutive | | |
| | | 7.77 | | |
| Address: 3 Harriet Lane |) | | | |
| | | NY | | Zip: 10977 |
| | | | | |
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| eratives List any other cooperative or state contrac | cts curren | tly held o | r in the proc | ess of securing. |
| | Title: Business Develor Company: Parking Logix Address: 3 Harriet Lane City: Spring Valley Phone: 347-725-7222 If Information In addition to the current typical unit price all future product introductions at prices to all future product introductions at prices to would be calculated for future product includes the required N calculated based on the invoice price to the Yes Vendor will provide additional discounts for the price and the provide additional discounts for the provide additional discounts for the price and the provide additional discounts for the price and the price | Phone: 647 609 4040 Sales and Marketing Contact Person: Ryan Manion Title: Business Development E Company: Parking Logix Inc Address: 3 Harriet Lane City: Spring Valley Phone: 347-725-7222 If Information In addition to the current typical unit pricing furnis all future product introductions at prices that are prices in the calculated for future product introductions at prices that are prices would be calculated for future product introductions at prices that are prices would be calculated for future product introductions at prices that are prices at a statement detailing would be calculated for future product introductions at prices that are prices are prices at a statement detailing would be calculated for future product introductions at prices that are prices are prices at a statement detailing would be calculated for future product introductions at prices that are prices are prices at a statement detailing would be calculated for future product introductions at prices that are prices are prices at a statement detailing would be calculated for future product introductions at prices that are prices are prices at a statement detailing would be calculated for future product introductions at prices that are prices are prices at a statement detailing would be calculated for future product introductions at prices that are prices at a statement detailing would be calculated for future product introductions at prices at a statement detailing would be calculated for future product introductions at prices at a statement detailing would be calculated for future product introductions at prices at a statement detailing would be calculated for future product introductions at prices at a statement detailing would be calculated for future product introductions at prices at a statement detailing would be calculated for future product introductions at prices at a statement detailing would be calculated for future product introductions at a statement detailing would be calculated for future product introductions at a stateme | Phone: 647 609 4040 Email: je Sales and Marketing Contact Person: Ryan Manion Title: Business Development Executive Company: Parking Logix Inc Address: 3 Harriet Lane City: Spring Valley State: NY Phone: 347-725-7222 Email: regular future product introductions at prices that are proportion If answer is no, attach a statement detailing how prici would be calculated for future product introductions. Yes No Pricing submitted includes the required NCPA administrative calculated based on the invoice price to the customer. Yes No Vendor will provide additional discounts for purchase of a gu | Phone: 647 609 4040 |

Purchase Orders

Tab 4 – Vendor Profile

Please provide the following information about your company:

♦ Company's official registered name.

Stationnement Logix Inc.

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

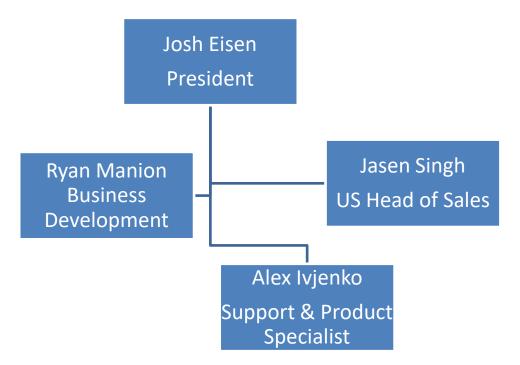
Parking Logix is a wholly owned subsidiary of Logix ITS Group based in Montreal, Canada, founded in 2015. The Logix ITS Group is a privately held multi-national entity that provides leading transportation technology solutions to both private and public sectors across the globe. Logix ITS has offices in Canada, US, India and Latin America, with over 5,000 IoT smart devices assisting with traffic safety, enforcement and smart parking display occupancy.

For the past 5 years, Parking Logix (PL) has grown to be a world leader in accurate, cost effective and infrastructure-light parking count technology with more than 500+ installations across 5 countries. Utilizing wireless technologies, PL provides the only plug and play parking occupancy platform on the market, that requires no regular maintenance or manual recalibration, and can publish real time occupancy data in real-time through an open API.

♦ Company's Dun & Bradstreet (D&B) number.

Dun & Bradstreet # 20-381-4566

• Company's organizational chart of those individuals that would be involved in the contract.



Josh Eisen – President & Founder

Josh has over 15 years experience in the paring and technology industries. He was a founding member of Parking Logix, and has experience with more than 500+ smart parking display projects across the globe.

Jasen Singh- US Head of Sales

Jasen joined PL in 2015. Jasen oversees operations in the U.S. market while focusing on all client services and sales on West Coast. Since joining the company, Jasen has experience with more than 400+ smart parking display projects.

Ryan Manion- U.S. Business Development Executive

Ryan has over 10 years experience in business development, solution sales and support for leading parking technology firms. Ryan joined Parking Logix in 2020, and is responsible for managing all client services and sales on East Coast.

Alex Ivienko

Alex joined PL in 2017 to assist in managing its growing solution base both technologically and geographically. Aelx handles day to day support and ordering for Parking Logix to ensure that system requirements and customer needs are met.

- ♦ Corporate office location.
 - ➤ List the number of sales and services offices for states being bid in solicitation.

Worldwide Headquarters including direct US sales and marketing, customer support, research and development, quality and assurance, innovation, product development is in Lasalle, Quebec, just outside of Montreal.

- ♦ U.S. Sales Office
 - List the names of key contacts at each with title, address, phone and e-mail address.

Josh Eisen

President & Founder HQ Address 99 Upton Lasalle, Quebec, H8R 2T9

Phone: 647-609-4040

Email: jeisen@parkinglogix.com

Jasen Singh

Head of US Sales

HQ address- 99 Upton Lasalle, Quebec, H8R 2T9

Phone: 514-814-6466

Email: jsingh@parkinglogix.com

Ryan Manion

Business Development Executive

US Sales Office- 3 Harriet Lane, Spring Valley, NY 10977

Phone: 347-725-7222

Email: rmanion@parkinglogix.com

Alex Ivjenko

Technical Support Manager HQ address- 99 Upton Lasalle, Quebec, H8R 2T9

Phone: 1 877 727 5423

Email: aivejenko@parkinglogix.com

♦ Define your standard terms of payment.

Parking Logix sales terms are 25% deposit, with the remainder 75% due net 30 days from date product is received.

For the NCPA contract, standard payment terms will be net 30 from the date product is received. If the order is customized, 25% deposit will be required with the remainder 75% due net 30 from data product is received.

♦ Who is your competition in the marketplace?

Other firms offering competing technologies are:

- 1. Cleverciti
- 2. Frog Parking
- 3. Indect
- 4. Park Assist

• What differentiates your company from competitors?

Since it inception, Parking Logix has outsold every other smart parking provider by 10x, by accumulating over 500 sites in the past 5 years alone. Firstly, Parking Logix's Smart Parking Display Availability Data Is 99% accurate, far greater than most basic smart parking displays. The system operates on a lowest cost, highest return model to benefit our future customers with minimal devices needed. Rather than using single space detection nodes, PL uses laneway sensors to reduce the number of sensors by over 98%, while still providing real time and accurate data to clients. The OpenSpace smart parking display system also utilizes wireless technology to reduce cabling, trenching and requires no local data services at the sign.

Our system requires minimal device installation, and there are three major components: (1) smart parking display (2) sensors at ingress/egress (3) repeaters near sensors. With such minimally invasive materials and setup, the typical site can be fully installed in a number of hours, rather than a number of days or weeks.

• Describe how your company will market this contract if awarded.

Following notice of award, Parking Logix will do a national press release. PL will advertise the National Cooperative Purchasing Alliance partnership in our monthly newsletter, on our website, within our LinkedIn community. Our direct sales team will advertise this purchasing option on all future proposals and by word of mouth. Our marketing team will leverage our CRM data base to inform future prospects and existing clients that this partnership has been created.

• Describe how you intend to introduce NCPA to your company.

Parking Logix will set up a virtual conference for formal introduction to both sales and support staff to ensure that the client receives up to date product training and the ability to have in depth Q&A sessions. When circumstances return back to normal, Parking Logix invites NCPA to the world headquarters in Montreal to tour our manufacturing plant.

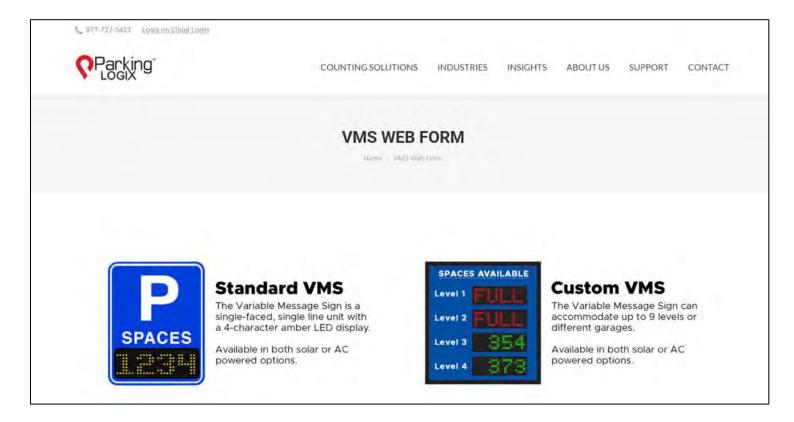
• Describe your firm's capabilities and functionality of your on-line catalog / ordering website.

Parking Logix Smart Parking Display unique technology requires a consultative sales approach due to customization of each parking environment. When ordering smart parking displays, each client's custom needs are catered to – looking at size of the smart signs, digit height, color, mounting options, and logo considerations. As such, PL provides a unique Smart Parking Sign order form that incorporates all of the adaptations that we may need to make.

Order Form Website:

The PL order form website is available at https://parkinglogix.com/vms-web-form/.

Upon clicking n the ink above, the client is taken to a page where they can decide between a basic smart parking sign or a custom smart parking sign creator.



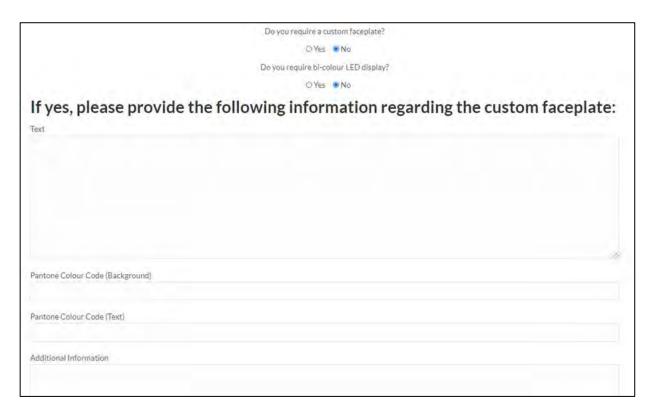
Once on the site, the client is required to enter their personal information in order for follow up mockups and quotes.



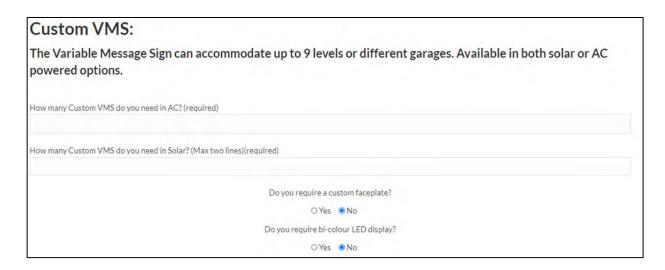
Standard smart parking signs that that are for single level displays can be ordered simply via the site, through the following windows:

| Standard VMS: | d |
|---|----------------|
| The Variable Message Sign is a single-faced, single line unit with a 4-character amber LED display. It is both solar or AC powered options. | s available in |
| Standard VMS Dimensions: | |
| 40"(h) x 32"(w) x 4"(d) • Text (P): 14"(h) • Text (spaces): 4"(h) • Digits: 6"(h) | |
| How many standard VMS do you need in AC? (required) | |
| How many standard VMS do you need in Solar? (required) | |
| | |

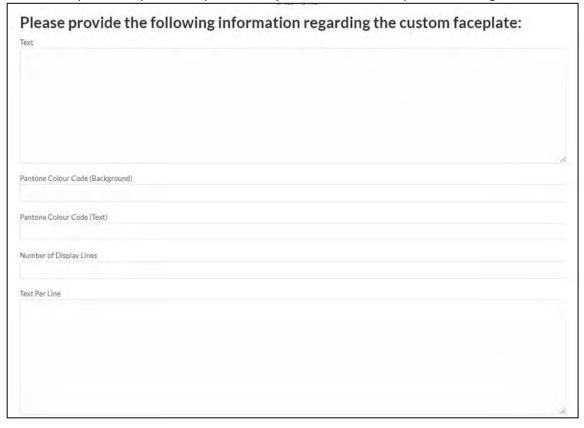
When custom faceplates are needed for the Standard smart parking signs, clients are provided with an online form to dictate their aesthetic needs to PL staff.



For signs with more than 1 row of digits, whether for multiple levels in a single garage, or a sign multiple different lots, the form allows clients to enter key custom info to be considered for mockups. At present, PL can provide a sign up to 9 levels of a single garage, or 9 different lots on a single sign.



The client is also able to upload and provide important unique characteristics required of the sign:





Our sales team is readily able to assist 8am – 8pm ET Monday – Friday, and is able to produce executable quotes and system design forms in under 24 hours.

Our sales team can be reached at 877-727-5423, extension 1.

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

Parking Logix proudly has an industry leading support center located in our headquarters in Quebec, Canada. For technical support, please call at 1 877-7275-423, extension 628 or Email: support@parkinglogix.com Monday – Friday: 830AM – 5PM EST

Working with PL, NCPA clients will have access to industry leading support technicians with experience in transportation technology. Our team has done projects for hundreds of others smart display parking environments across the globe through detailed phone support and remote system configuration, to onsite technical guidance. With its "Plug and Play" design, the OpenSpace™ platform is supported through our quick response support team, who have personally installed systems across North America. Parking Logix provides maintenance and technical support via phone or email Mon − Fri, 8AM − 5PM. Email support is provided in all other hours.

PL designed its OpenSpace system to require little to no regular maintenance on the hardware or software, and thus has no ongoing maintenance fees or charges associated with its product line. Once the hardware is in place, there is no day to day maintenance required. When there are external issues or product deficiencies, they are quickly remedied by local staff with minimal tools or labor required with the help of PL support.

PL Support will also provide the following:

- Software improvement releases (updates) when they become available at no additional cost to NCPA clients
- All software patches and updates free of charge.
- Accurate and complete documentation for:
 - o Patch/update release designation.
 - o Proposed date and time of implementation.
 - Detailed description of what the patch/update accomplishes.
 - Testing performed by the Contractor.
- Corrective patches and upgrades in the event security vulnerability or system availability issues

♦ Green Initiatives

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

Parking Logix works to install environmentally friendly and green initiatives into both its process and product. Firstly, Parking Logix is the only smart parking firm with ability offer solar power on the Smart Parking Displays, that allows for the systems to run on renewable energy. We follow strict production standards to minimize waste, and work to eliminate the use and need of hazardous chemicals and materials in our production line.

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

Parking Logix currently works with nearly 60 major post-secondary education institutions and several dozen major and medium municipalities. Parking Logix works in direct contract with each institution, and thus operates without statewide or federal registrations.

Tab 5 – Products and Services

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

Parking Logix will assist the end user with the design of the system to meet their needs.

◆ The following is a list of suggested (but not limited to) categories. Smart public parking facility displays that provide parking patron information as well as other messaging or, alternatively, only provide commercial and public service messaging. Displays vary in size and format depending upon messaging needs. List all categories along with manufacturer that you are responding with:

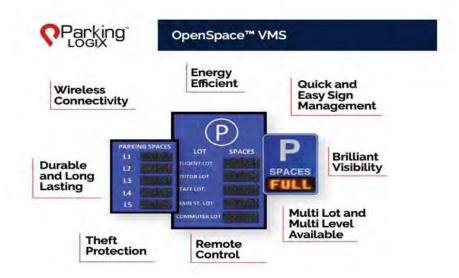
♦ Products

- Web Based Full Matrix Displays
- > Wall displays
- Banners
- Kiosks
- > Other display formats that are illuminated or un-illuminated.

Proposing other display format category- Illuminated Smart Parking Availability Display System

Manufacturer Parking Logix is proposing its illuminated smart parking display system known as OpenSpace to solicitation number #35-20. Our smart parking display provides the parking patron real-time information on parking availability via illuminated digital display signage and or mobile website/application.

Below is the overview of technology solution along with the specifications for the hardware and examples of the reporting data formats.





The OpenSpace system utilizes battery powered sensors to count cars in and out, and then send signals wirelessly to a nearby smart parking sign to update occupancy of any given lot or garage. The count can be applied into entry and exit points into lots, or specific areas or levels within lots.



Specifications for Smart Parking Display, Product Code VMS

Features

- Energy Efficient Ultra-low power consumption sign with a solar powered option.
- Quick and Easy Sign Management Bluetooth wireless communications included standard with every sign allows you to connect to and manage the sign wirelessly.
- Wireless Connectivity Wireless communication between the sign and sensors avoids the need for costly cables and conduits during the installation of OpenSpace.
- Brilliant Visibility Unique light enhancing, anti-glare lens system provides optimal visibility in brightest day or blackest night.
- Durable and Long Lasting Superior construction for longlasting performance.
- Theft Protection High strength aluminum sign face and individual optical lenses to protect against theft and vandalism.
- Remote Control The system comes with either a Tablet or Laptop to allow for on-site control of the sign via Bluetooth.

Sign Options

- Multi-Display: System can accommodate up to 9 levels or different garages
- Universal Mounting Bracket: Optional bracket makes mounting quick and easy, allowing you to mount the sign at multiple locations. Bracket locks and unlocks with the turn of a key.
- · Solar Power: Complete and compact solar power system available.

Specifications

| | OpenSpace VMS | OpenSpace Multi Lot |
|--------------------------|---|--|
| Dimensions | • Sign: 40"(h) x 32"(w) x 4"(d) • Text (P): 14"(h) • Text (spaces): 4"(h) • Digits: 6"(h) | • Sign: 48°(h) x 40° (w) x 4° (d) • Text (Parking Spaces): 4° (h) • Digits: 5°(h) |
| Weight | Unit only (without cover): 18-22lbs depending on power and battery options. | Unit only: 40lbs depending on power and battery options |
| Operating Temperature | Fahrenheit: -40°F to 185°F Celsius: -40°C to 85°C | Fahrenheit: -40°F to 185°F Celsius: -40°C to 85°C |
| Power Input | • AC: 100~240V • DC: 12V | • AC: 100~240V • DC: 12V |
| Enclosure | 12 gauge aluminum, flat black powder coated front for reduced glare and maximum contrast; light gray powder coated body to minimize heat absorption Weatherproof, NEMA 4X- 12, IP65 level compliant Non-sealed and ventilated | Aluminum cabinets: Non glare Lexan face CSA certified Displays 5" green digits or red FULL |

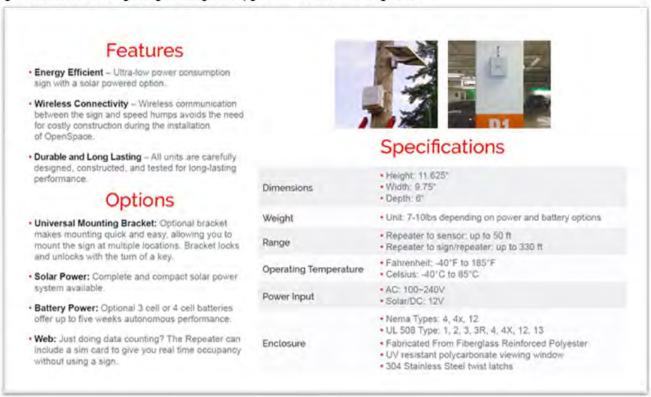
The sensors that communicate with the signs can be installed in 3 different ways: in a single rubber pods, a full safety hump to slow traffic, or embedded directly into the pavement for snow clearing considerations.

OpenSpace Detection Hump Specifications

| | Full 5 Panel Safety Rider | Single Rubber Pod |
|----------------|---|-----------------------|
| Dimensions | 35.5" x 97.5" x 2.1" | 35.5" x 19.5" x 3" |
| Weight | 174 lbs | 40 lbs |
| Material | Compression molded 100 polyurethane composite | % recycled rubber and |
| Marking | Yellow or white reflective | tape |
| Battery Life | 3 - 5 Years (Based on faci | lity use) |
| Detection Type | Magnetometer | |

In some instances the sign is required to be either hundreds of feet or miles from the count areas, so the use of repeaters is required to extend sensor ranges, or to send count to cloud to update smart parking signs far off.

Specifications for OpenSpace repeater, product code OS-Repeater



Below are some sample images and sizes of custom displays that have been created:

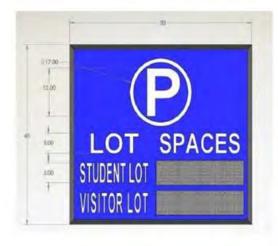
VMS 0S-100 – CUSTOM FACEPLATE







VMS OS-200 - BASIC SIGNAGE

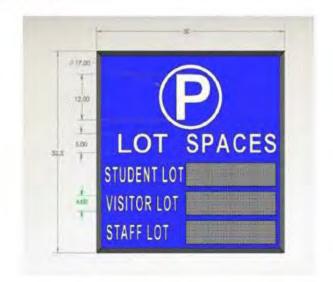






VMS OS-300 - BASIC SIGNAGE





VMS OS-300 -CUSTOM SIGNAGE





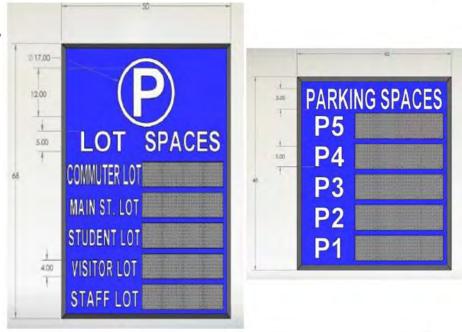
VMS OS-400 – BASIC SIGNAGE





VMS OS-400 – CUSTOM SIGNAGE

VMS OS-500 – BASIC SIGNAGE



System Software and Data Reports:

The NCPA clients will have the following reports available for the platform:

- Facility Turnover report
- Daily facility occupancy report
- Count statistics report (Ingress Report)
- Entry/exit report by facility (Ingress / Egress Count Report)
- Daily lane occupancy report (Lane Ingress)
- Average Occupancy Report by facility, break down by hour
- Number of Vehicles Parked by facility, break down by hour (Ingress By Time)

Below is an example of a multi-lot dashboard:



♦ Warranty Information

Parking Logix Corporation ("Parking Logix") warrants that any Parking product sold by it (the "Product") is free from defects in materials and workmanship with normal use and service. This limited warranty extends for TWO (2) calendar years beginning on the date of the original purchase of the Product.

With respect to the Equipment and Hardware, the only representations and warranties granted by Parking Logix are as follows: Parking Logix provides a 2-year full warrantee on rubber humps, sensors, signs, and repeaters. In the first year of said warrantee, Parking Logix will pay all shipping and related logistics costs associated with the return and replacement of unusable components. In the second year of the warrantee, the Client must pay all shipping and related logistics costs associated with the return and replacement of unusable components. Otherwise, the Equipment and Hardware are provided "as-is".

All equipment sourced from 3rd parties (Laptop or tablet for software control) will carry the original manufacturers' warrantee.

This limited warranty extends only to the original purchaser of the Product and is not assignable or transferable to any subsequent purchaser or end-user. Parking Logix's obligation and liability under this warranty are expressly limited to repairing or replacing, at Parking Logix's option, defective products. In no circumstances shall Parking Logix's liability, whether in contract or tort, under any warranty, in negligence, or otherwise, exceed the amount of the purchase price of the product. Parking Logix shall not be liable for special, indirect, or consequential damages of any kind.

Warranty Replacement Procedure

In order to submit a claim for the repair or replacement of the Product under this limited warranty, the client must do the following:

- 1) Obtain a Return Materials Authorization number by contacting Customer Support. Do not ship your defective product to Parking Logix prior to contacting Customer Support.
- 2) A Customer Support agent will evaluate the Product to determine if it is defective. If the product is defective, then you will need to submit your contact information, and proof of purchase (including the date or purchase), in order to obtain repair or replacement parts.
- 3) The Customer Service Agent will provide you with instructions on how to have defective parts repaired or replaced.

Support can be contacted at 1 877-7275-423, extension 628 or Email: support@parkinglogix.com Monday – Friday: 830AM – 5PM EST

Life Expectancy of all equipment

All smart parking displays are built with a life expectancy between 8 and 10 years. The sensors that are used to count vehicles, are built to have a life expectancy between 3 and 5 years, depending on use of sensors and traffic of the environment.

Detailed information return policy on all equipment

Standard, non-custom items like sensors and repeaters can be returned if not used with a 20% restocking fee applied. Custom signs that are built to meet the specific aesthetic needs of the client cannot be returned for credit or funds.

Customer Support

Parking Logix proudly has an industry leading support center located in our headquarters in Quebec, Canada. For technical support, please call at 1 877-7275-423, extension 628 or Email: support@parkinglogix.com Monday – Friday: 830AM – 5PM EST

Working with PL, NCPA clients will have access to industry leading support technicians with experience in transportation technology. Our team has done projects for hundreds of others smart display parking environments across the globe through detailed phone support and remote system configuration, to onsite technical guidance. With its "Plug and Play" design, the OpenSpace™ platform is supported through our quick response support team, who have personally installed

systems across North America. Parking Logix provides maintenance and technical support via phone or email Mon – Fri, 8AM – 5PM. Email support is provided in all other hours.

PL designed its OpenSpace system to require little to no regular maintenance on the hardware or software, and thus has no ongoing maintenance fees or charges associated with its product line. Once the hardware is in place, there is no day to day maintenance required. When there are external issues or product deficiencies, they are quickly remedied by local staff with minimal tools or labor required with the help of PL support.

PL Support will also provide the following:

- Software improvement releases (updates) when they become available at no additional cost to NCPA clients
- All software patches and updates free of charge.
- Accurate and complete documentation for:
 - o Patch/update release designation.
 - o Proposed date and time of implementation.
 - Detailed description of what the patch/update accomplishes.
 - Testing performed by the Contractor.
- Corrective patches and upgrades in the event security vulnerability or system availability issues

Services

- ➤ Display permitting and installation = Not Applicable
- ➤ Display maintenance = Not Applicable
- ➤ Display copy design = Not Applicable
- ➤ Display copy installation = Not Applicable
- ➤ Messaging sales= Not Applicable
- ➤ Billing and collections= Not Applicable

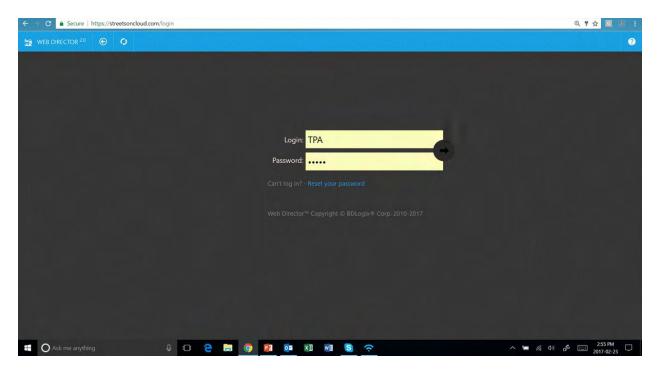
Tab 8 - Value Added Products and Services

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

Cloud Reporting & Control

OpenSpace Cloud, the hosted Software from Parking Logix is designed to collect, display and provide reports to monitor and communicate parking availability as required. The system offers a simple web based login, and intuitive controls and features, without the requirement of any on site servers or computers.





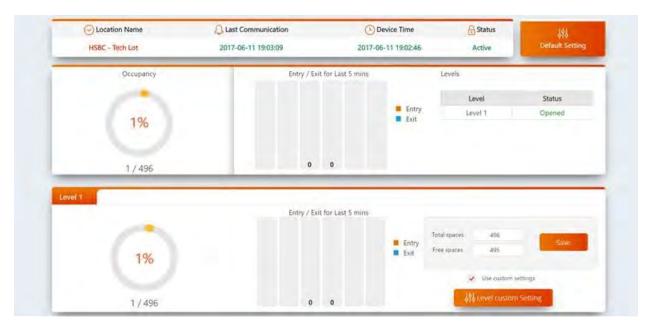
The OpenSpace cloud portal comes with the ability to generate a JSON widget token to integrate the parking counts into server refreshed each minute (or less) of operation. The widget will allow for the City to receive the following info:

- Total Spaces
- Free Spaces
- Time
- Date
- Location Name

From OpenSpace Cloud, the end user will have web access to a single screen to view real-time occupancy from multiple parking facilities, total lot capacity, spaces available and percent occupancy at any time. The data is refreshed every minute and can support over 10 active users at any given time.

Once logged in, the user can view and configure the number of free and total spaces in the garage or surface facility.

OpenSpace Multi lot Dashboard



Parking Occupancy Widgets

In order to be able to share parking data with drivers on their PCs or mobile devices, PL is able to provide custom widgets that can be embedded onto client websites.

Samples of widgets in use are outlined in the below examples:



Lot Spaces Available

Back to the Main Parking Website

Welcome!

Below you can see the different lots and their current capacity. Please note that the numbers and times on the page will update every five minutes.





















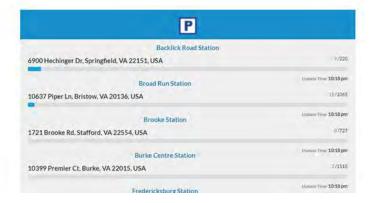












Baylor Garage Counter Map









View Live Counts of available parking spaces in the garages.

Click on the pins for more information in each parking garage.



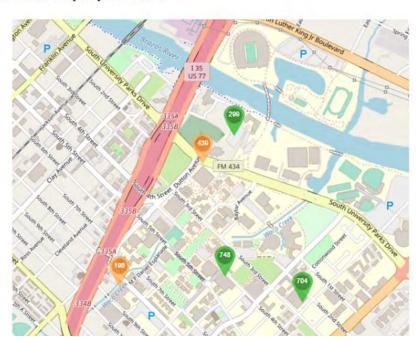
More than 50% open spaces available



Less than 50% open spaces available



Less than 10% open spaces available



Additional Products:

Parking Logix's sister company, Traffic Logix, is an ITS traffic safety solution provider with products installed on thousands of streets across the world. Headquartered in New York with satellites in Canada, Mexico, and India, Traffic Logix designs, engineers, manufactures, and sells simple, cost-effective safety solutions to slow cars and prevent crashes on local roads. Traffic Logix provides cities, communities, police departments, companies, and universities with valuable traffic insight and intuitive solutions to protect streets and create a safer, brighter future.

Traffic Logix solutions include a complete line of radar feedback display signs that offer web access to data, stats, reports, and management in real time. The Traffic Logix SafePace sign lineup includes over 10 models from basic to fully interactive signs that display custom messaging and vehicle speed simultaneously. While all SafePace signs collect data, the SpeedTracker is a discreet tracking device that captures speed data for analysis on which areas require further intervention.

The Guardian speed camera system captures images of speeding vehicles, allowing for automated warnings to encourage speeders to slow down. They are particularly useful in areas with high-risk populations such as school and work zones. Traffic Logix also offers a complete line of recycled rubber traffic calming solutions such as speed humps, speed tables, and bike curbing, all designed to slow vehicle traffic and protect pedestrians, drivers, and bikers every day.

If interested in speaking a Traffic Logix sales team member, please call 866-915-6449 or visit us on the web at www.trafficlogix.com

Please see Traffic Logix's full product line on the pages below.



Speed humps are raised traffic calming devices with a sloped design. They compel drivers to slow down to safe speeds without the abrupt slowing associated with speed bumps. They are recommended for roads with posted speed limits under 30 mph. With speed humps vehicles slow to 10-30 mph depending on the speed hump length.





14' Hump Profile

Features

The raised, curved shape of speed humps compels drivers to slow down.

Traffic Logix speed humps are constructed of patented interlocking units that snap together like puzzle pieces.

The 18" x 42" units that can be constructed to create speed humps of any width or length.

Choice of bright yellow or white reflective highway tape is embedded into each unit so that speed humps are highly visible to drivers.

Customizable with choice of squares and/or multiple chevron arrows or multiple MUTCD markings

Environmentally friendly humps are made of 100% recycled rubber.

Speed humps can be removed and reinstalled for road repairs or resurfacing.

Cost effective rubber humps are **long lasting and durable**, do not require frequent maintenance or replacement like asphalt speed humps.

Rubber units are already molded to specifications for uniform installations and better driver acceptance.

Quick and easy to install without any road closures or specialized equipment.



Speed tables are flat-topped speed humps, long enough to allow an entire vehicle wheelbase to rest on top. The flat top design slows vehicles more gradually than speed humps, allowing traffic to pass at speeds of 20-30 mph. Speed tables are an ideal solution for residential roads where the goal is to maintain traffic flow while reducing speeding.





14' Table Profile

Features

The flat top of speed tables slows cars less aggressively than speed humps to 20-25 mph.

Traffic Logix speed cushions are constructed of patented interlocking units that snap together like puzzle pieces.

The 18" x 42" units that can be constructed to create speed cushions of any width or length.

Choice of **bright yellow or white highway tape** is embedded into each unit so that cushions are highly visible to drivers.

Customizable with choice of squares and/or multiple chevron arrows or multiple MUTCD markings.

Environmentally friendly tables are made of 100% recycled rubber.

Speed tables can be removed and reinstalled for road resurfacing or snow.

Cost effective rubber tables are **long lasting and durable**, and do not require frequent replacements like asphalt ones do.

Rubber units are already molded to specifications for uniform installations and better driver acceptance.

Quick and easy to install without any road closures or skilled labor required.



Speed cushions are a series of small speed humps installed across the width of the road. They are designed to slow cars without affecting emergency response time. The wider wheel base of emergency vehicles allows them to straddle the cushions while other vehicles must ride over them, slowing down to pass. Speed cushions are placed across the width of the road.







Features

Installed as several small speed humps placed across the width of the road leaving gaps or spacing between them.

Traffic Logix speed cushions are constructed of patented interlocking units that snap together like puzzle pieces.

The 18" x 42" units that can be constructed to create speed cushions of any width or length.

Choice of **bright yellow** or **white reflective highway tape** is embedded into each unit so that cushions are highly visible to drivers.

Customizable with choice of squares and/or double chevron arrows or single MUTCD marking.

Environmentally friendly cushions are made of 100% recycled rubber.

Speed cushions can be installed permanently or **removed and reinstalled** for road repairs or resurfacing,

Cost effective rubber cushions are long lasting and durable, and do not require frequent maintenance and replacement like asphalt cushions.

Rubber units are already molded to specifications for uniform installations and better driver acceptance.

Quick and easy to install without road closures.



SafePace® Evolution 11

The Traffic Logix SafePace® Evolution 11 driver feedback sign is the solution that fits your budget.

This compact radar speed sign offers exceptional visibility and power efficiency in a lightweight and portable solution. Featuring the options you need at remarkably affordable pricing, the SafePace Evolution 11 driver feedback sign will help you keep your neighborhoods safe for years to come.









EV 11 Specifications 11" Digit Size 29" Height Weight 20 lbs 24/7, 365 Scheduling 1 Data Collection Solar Compatibility **Battery Operated** 1 Universal Mounting 1 Cloud Compatibility Trailer Compatibility 1 Dolly Compatibility 1 Hitch Compatibility 2 Years Warranty

Features

Energy Efficient: The sign can function up to 3 weeks autonomously with optional battery power depending on volume.

User-Friendly: Easy-to-use management software lets you set sign parameters quickly and easily while optional data collection allows you to download traffic data, and generate statistical reports.

Stealth Mode: Baseline traffic data collected while speed display appears blank to motorists.

Speed Violator Strobe: Programmable flashing strobe to alert speeding drivers comes standard with every sign.

Universal Mounting: Optional mounting brackets let you use one sign at multiple locations with the turn of a key.

Superior construction and durability for long-lasting performance.



SafePace® Evolution 12

The Traffic Logix SafePace® The TL SafePace Evolution 12 driver feedback sign is the compact, economical sign with MUTCD approved 12" digits.

The SafePace Evolution 12 is a compact, portable sign with the cost benefit and small footprint of an entry-level sign but larger 12" digits that meet MUTCD approval. Offering speed activated digit color changes as well as the ability to display up to 3 digits, the SafePace Evolution 12 is a small sign with big impact.









EV 12 Specifications Digit Size 12" 29" Height Weight 20 lbs 24/7, 365 Scheduling Data Collection Solar Compatibility Battery Operated Universal Mounting Cloud Compatibility Trailer Compatibility Dolly Compatibility Hitch Compatibility 2 Years Warranty

Features

Enlarged Sign Digits: The bestselling, compact SafePace sign, now available with slightly larger digits for improved visibility.

Dual Color Display: LED digit color can be programmed to change based on driver speed.

User-Friendly: Software interface is user friendly and can be programmed to set sign parameters quickly and easily. Optional data collection allows you to download traffic data and generate statistical reports from anywhere with SafePace Cloud.

Stealth Mode: Baseline traffic data can be collected for comparison and analysis while speed display appears blank to motorists.

Speed Violator Strobe: Programmable flashing strobe alerts drivers to slow down when they exceed the threshold speed you choose.

Universal Mounting: Optional mounting brackets let you use one sign at multiple locations with the turn of a key.

Superior construction and durability for long-lasting performance.



The SafePace Evolution 12FM variable message sign is a compact, portable solution offering adjustable driver-responsive messages.

The compact yet robust Traffic Logix SafePace Evolution 12FM offers the flexible, customizable messaging options you'd expect from a larger sign. The sign includes a full matrix for text, graphics, or 12" speed display, including speed activated digit color changes and choice of messaging color. The Evolution 12FM sign is the sign with a small footprint yet wide range of messaging options.









EV 12FM Specifications 12" Digit Size 29" Height Weight 20 lbs 24/7, 365 Scheduling Data Collection Solar Compatibility Battery Operated Universal Mounting Cloud Compatibility Trailer Compatibility Dolly Compatibility Hitch Compatibility 2 Years Warranty

Features

Compact design offers all the features and visibility you'd expect from a full size variable message sign.

Allows for animated text or graphics such as moving arrows or a scrolling message.

Universal Mounting: Optional mounting brackets let you use one sign at multiple locations with the turn of a key.

Dual-Color Display: Display color can be programmed to change based on driver speed.

Ultra-low power consumption including the most powerefficient radar technology available and optional solar power.

Includes **integrated flashing speed violator strobe** to alert speeding drivers.

Stealth Mode allows the sign to collect baseline traffic data while speed display appears blank to motorists.



The Traffic Logix SafePace® Evolution 15 is the lightweight sign with full size impact.

The Traffic Logix SafePace 15 driver feedback sign is a portable, lightweight radar sign with full size 15" digits. A speed activated message to slow down alerts speeding drivers. Digits are dual color while messaging is available in a choice of red or amber. The Evolution 15 sign can be mounted at multiple locations with universal mounting options and can function autonomously for weeks at a time with optional battery power.









| EV 15 Specifications | |
|-----------------------|----------|
| Digit Size | 15" |
| Height | 33.1" |
| Weight | 28 lbs |
| 24/7, 365 Scheduling | ✓ |
| Data Collection | 1 |
| Solar Compatibility | ✓ |
| Battery Operated | V |
| Universal Mounting | ✓ |
| Cloud Compatibility | 1 |
| Trailer Compatibility | ✓ |
| Dolly Compatibility | ~ |
| Hitch Compatibility | ~ |
| Warranty | 2 Years |

Features

MUTCD compliant with static "YOUR SPEED" message and highly visible 15" LED digits that are visible from up to 600 ft away.

Dual Color Display: LED digit color can be programmed to change based on driver speed

User-friendly software interface allows you to manage sign parameters such as threshold speeds and violator strobe remotely.

Ultra low power consumption including the most power-efficient radar technology available, optional solar power, and optional battery power that allows the sign to function autonomously for up to five weeks.

Stealth Mode allows the sign to collect baseline traffic data while speed display appears blank to motorists.

Slow Down Messaging: Sign flashes "Slow Down" message at drivers who exceed designated speed.

Superior construction and durability for long-lasting performance.

Universal Mounting: Optional mounting brackets let you use one sign at multiple locations with the turn of a key.

SafePace® TRAFFICIOGIX Evolution 15FM

The Traffic Logix SafePace® Evolution 15FM variable message sign is a versatile display sign that allows you to customize messaging to each driver's behavior.

The versatile Evolution 15FM variable messaging sign offers the ability to display custom text, graphics, or speed display all on the compact, lightweight sign face. The flexible sign offers the ability to to display either driver speed in full 15" digits with speed activated digit color changes or your choice of driver responsive text or graphics on the full matrix speed display sign.









EV 15FM Specifications 15" Digit Size Height 33.1" Weight 28 lbs 24/7, 365 Scheduling Data Collection Solar Compatibility Battery Operated Custom Messaging Cloud Compatibility Trailer Compatibility Dolly Compatibility Hitch Compatibility 2 Years Warranty

Features

Compact design offers all the features and visibility you'd expect from a full size variable message sign.

Allows for animated text or graphics such as moving arrows or a scrolling message.

Includes integrated flashing speed violator strobe to alert speeding drivers.

Dual Color Display: LED digit color can be programmed to change based on driver speed

Ultra low power consumption including the most powerefficient radar technology available and optional solar power.

Stealth Mode allows the sign to collect baseline traffic data while speed display appears blank to motorists.

Universal Mounting: Optional mounting brackets let you use one sign at multiple locations with the turn of a key.



The Traffic Logix SafePace® Evolution 18 FM offers variable messaging with extra large 18" LED digits for even better visibility.

The versatile Evolution 18FM variable messaging sign offers the ability to display custom text, graphics, or extra large 18" speed display for enhanced visibility from further distances. The flexible sign offers the ability to display either driver speed including speed activated digit color changes or your choice of driver responsive text or graphics on the full matrix speed display sign.





| ı | EV 18FM Specifications | |
|---|------------------------|---------|
| Ī | Digit Size | 18" |
| | Height | 36.6" |
| | Weight | 28 lbs |
| | 24/7, 365 Scheduling | ✓ |
| | Data Collection | ✓ |
| | Solar Compatibility | ✓ |
| | Battery Operated | ✓ |
| | Custom Messaging | ~ |
| | Cloud Compatibility | ✓ |
| | Trailer Compatibility | ✓ |
| | Dolly Compatibility | ✓ |
| | Hitch Compatibility | ✓ |
| | Warranty | 2 Years |

Features

Compact design offers all the features and visibility you'd expect from a full size variable message sign.

Allows for animated text or graphics such as moving arrows or a scrolling message.

Stealth Mode allows the sign to collect baseline traffic data while speed display appears blank to motorists.

Dual Color Display: LED digit color can be programmed to change based on driver speed

Ultra low power consumption including the most powerefficient radar technology available and optional solar power.

Includes integrated flashing speed violator strobe to alert speeding drivers.

Universal Mounting: Optional mounting brackets let you use one sign at multiple locations with the turn of a key.

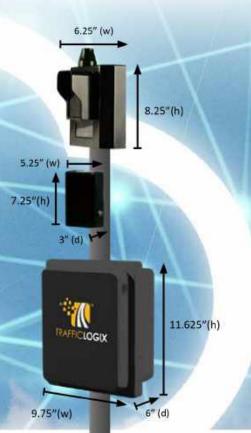


Guardian **Pro**

The Guardian Pro speed camera system offers discreet image capture from multiple lanes with pinpoint accuracy.

The Guardian Pro speed camera system is a fully integrated multi-beam infrared speed enforcement camera. The system tracks vehicles in multiple lanes with highly accurate LEDDAR technology and is invisible to radar detectors.

Available in (colors)



Features

Focal length camera for use in both day and night time image capture

Violators are photographed from multiple lanes simultaneously, making this an ideal solution for multi-lane roadways

On-camera interface allows you to set local speed limit, violation speed limit, and how many images to capture per violator

Technology fully operational in all weather conditions including fog, rain, snow, or intense heat or cold

Powered by AC power supply with option to use solar power when connected to trailer

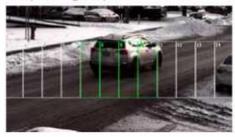
Zero software footprint with no required software installation

Warnings can be customized and automated to warn violators

Data is accessible from anywhere with an internet connection

Two year warranty on camera, one year warranty on batteries

Sample Image Capture





Speed Tracker

Collect, monitor, and analyze up-to-the-minute speed violation statistics with the fully integrated, wireless Traffic Logix Speed Tracker.

The Traffic Logix Speed Tracker is a simple, compact, wireless solution for managing speed complaints on local roads. It gathers detailed data on speeding violations and other traffic statistics and transmits it wirelessly and securely to SafePace Cloud.

SafePace Cloud provides easy remote access to your data, with robust reporting and visual charts and graphs which can be exported, saved, and printed. The lighweight, discreet data collector offers a window into driver behavior, verifying or refuting speed complaints and confirming the need for further enforcement or intervention.





Features

Discreet Design: Measure natural traffic patterns discreetly and unobtrusively.

Autonomous Operation: Ultra low power consumption offers up to 3 weeks of data collection with internal lithium-ion battery.

Optional Solar Power: Works with our solar panel kit to harness natural energy for continuous operation.

Long Lasting Design: Weatherproof case and vandal resistant enclosure offers enduring functionality.

Robust Traffic Analysis: Create detailed reports, charts and graphs to harness your data to make intuitive and efficient decisions.

Remote Data Access: Data sent wirelessly to SafePace Cloud, which can be accessed locally right from your desk.

Optional Bluetooth: Download data with Bluetooth for use with SafePace Pro software instead of web-based application.

Amazing Portability: Convenient carrying handle and universal mounting bracket make transporting and reinstalling your tracker quick and simple.

Specifications

| Size | 11.625"(h) x 9.75" (w) x 6" (d) |
|---------------------|---------------------------------|
| Weight | 10 lbs |
| Speed Detection | 3-99 mph |
| Internal Radar | Doppler (FCC approved) |
| Solar Compatibility | ✓ |
| Battery Operated | ✓ |
| Cloud Compatibility | ✓. |
| Hardware Warranty | 2 years |
| Battery Warranty | 1 year |

Data collection types

- # w of Speed Violations
- 6 % of Vehicles Respecting Limit
- % of Vehicles in Tolerated Range
- # of Vehicles Respecting Limit # of Vehicles Inside Tolerated Range
- # of Speed Violations
- 50th Percentile Speed
- Minimum Speed Maximum Speed
- Tolerated Speed
- Posted Speed Limit Average Speed
- Total Vehicles Count
- B5th Percentile Speed
- B Select All



SafePace VMS30

Display messages, alerts, and even vehicle speed, updated instantly, with the VMS30 variable message signs.

Show drivers exactly what they need to know in real-time with the amazingly versatile SafePace VMS30. The web-enabled variable message sign lets you update messages instantly and can even display driver speed. The VMS30 also offers driver responsive messaging, a choice of text sizes and colors, a range of mounting and power options, and the ability to gather traffic statistics to create valuable reports.







VMS30 Specifications

| Digit Size | 16" or 30" |
|-----------------------|------------|
| Height | 37" |
| Weight | 72 lbs |
| 24/7, 365 Scheduling | ✓ |
| Data Collection | ✓ |
| Solar Compatibility | ✓ |
| Cloud Compatibility | ✓ |
| Trailer Compatibility | ✓ |
| Warranty | 2 Years |

Features

Customized Messaging: Display your choice of text, graphics, and images. Switch between multiple messages, text sizes, and speed responsive text, and show driver speeds.

Multiple Mounting Options: The VMS30 can be mounted on a pole or gantry or used portably on a hitch or trailer.

Choice of Power Supply: A choice of energy sources to accommodate every mounting situation including AC, solar, or police cruiser battery.

Advance Scheduling: Create a schedule for when your sign displays specific messages including time of day, weekday/ weekend, holidays, custom calendars, and exceptions.

Instant Updates: Change sign messaging instantly via backend cloud or even by mobile device.

Data Collection: Collect traffic data and statistics with your VMS30 to conduct traffic studies and create reports for traffic analysis.

Includes integrated flashing speed violator strobes to alert speeding drivers.



The Traffic Logix Cruiser VMS trailer is a sleek, easy trailer for transporting and displaying your SafePace VMS on the go.

The SafePace VMS (variable message sign) is a great tool to inform drivers of changes in driving patterns or special events. But since your VMS signs will often be used in temporary situations, you need a versatile solution to help transport and display them. Constructed of durable, long-lasting steel, the Traffic Logix Cruiser VMS Trailer is the ideal solution designed just for your SafePace VMS signs so you can display them wherever they're needed most.



Can be deployed in under 5 minutes by a single operator.

Ideal for rotating to construction zones, or special events.

Easy to transport for smooth towing and sign protection during travel.

Polyester powder coat finish for rust proof protection.

Designed for SafePace VMS signs, compatible with all SafePace signs.

Torflex axle for cushioned ride.

Low maintenance cost effective solution for years of continuous use.

Specifications

| The state of the s | NAME OF TAXABLE PARTY. |
|--|------------------------|
| Width (Travel Position) | 67.11" |
| Length (Travel Position) | 111.18" |
| Height (Travel Position) | 83.68" |
| Width (Deployed Position) | 66.38" |
| Length (Deployed Position) | 70.01" |
| Height (Deployed Position) | 117.33" |
| Weight | 965 lbs |
| Tire Size | 15" |
| Trailer Lights | Sealed Beam |
| Batteries | 204 lbs |
| Warranty | 2 Years |



SafePace Cloud

Connect to your signs from anywhere. Powered by Logix on Cloud 3.0.

The SafePace Cloud gives you instant access to your sign from anywhere, Get real time data, customized alerts, and detailed reporting right from your desk. See sign stats, change settings, check batteries, and download data without ever travelling to sign locations. SafePace Cloud offers unlimited possibilities to help you maximize what your SafePace signs can do.







Features

Cloud Based – Secure, remote access for simple to use sign management from anywhere over the internet.

Real Time Data - See live performance data updated every five minutes.

User Friendly - Streamlined, easy-to-use interface.

Comprehensive Reporting – Use data to generate detailed reports you can use to better improve safety on your roads.

Mapping Tool – Map unlimited sign locations and create and apply parameters for each. Update sign location whenever a sign or trailer is moved.

One-Screen Management – Manage alerts, messages, and display settings all from

one screen.

One-click Scheduling – One click lets you schedule and program multiple signs simultaneously.

Complete Control – Manage all aspects of sign configuration including schedules, messages, blinking limit, strobe limit, and display range.

Scheduling – Display settings can be constant or schedule based. Signs and beacons

can be scheduled based on daily, weekly, and holiday schedules.

At a Glance Update – Statistics snapshot provides at-a-glance data updates including vehicle count, 85th percentile, and maximum and minimum speed.

Real Time Alerts – Receive email notification for alerts such as high or low speed or when batteries are low.

SafePace Compatible - Compatible for use with all SafePace radar speed signs.

Zero Footprint - Nothing to install, all you need is an internet connection.

See Insights® Distribution Partnership

With Parking Logix's leadership position in occupancy data and with our commitment to enhancing the visitor experience, Parking Logix's distribution partnership with See Insights was forged to help bring the State Parks System's to the 21st century.

See Insights wireless sensors help connect various Park systems to the cloud within in parks environment. Providing better data on park utilization can both cement community support for the parks and provide insights that help park staffs better manage their resources. For example, staff can be alerted through SMS, eMail or the Telegraph messaging application about visitor trail occupancy levels, air quality, water system controls, environmental conditions, occupancy in-out of buildings. Robust reporting and alerts help track and respond to park conditions efficiently.

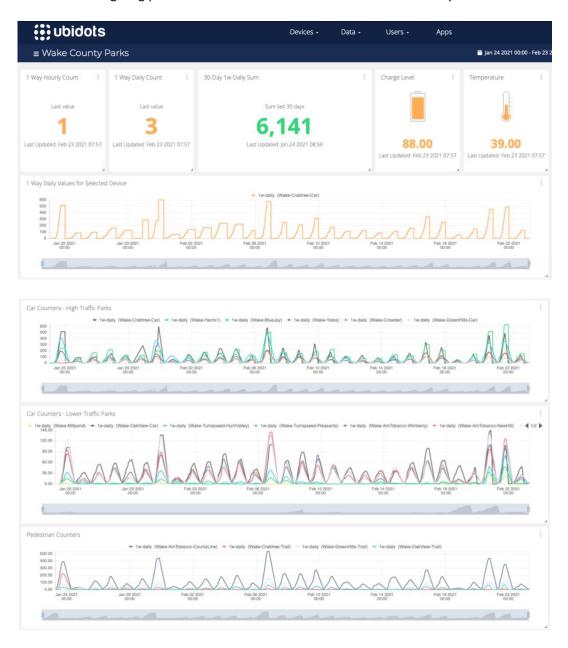
Through our partnership with See Insights, we are able to provide the most affordable low cost, self-install solution that is designed and manufactured in the United States. See Insight's hardware and software is open source and shared with the broader community. This enables us to tap into a huge community of experts allowing us to take on and solve big problems.

See Insights founding was inspired by a love of nature and support for open spaces. As such, we strive not to detract from the outdoor experience, making our sensors as unobtrusive as possible. We respect park patron's privacy and do not collect any personally identifiable information such as images, Bluetooth or Wi-Fi signals from cell phones. With the pandemic, we have seen a significant increase in open space utilization even while public sector budgets are coming under increased pressure. We see our role and providing the data and insights to support better operations while providing visitation data that justifies investments in open spaces.

Below are sensor spec sheets, dashboards and more information about our value-added services.

Dashboards

Each park gets its own dashboard which displays near-real time status of the sensors in the park. Using the dashboard, you can quickly see visitation trends and the status of systems being monitored. The elements on the dashboard, "Widgets", can be embedded in our public website exposing information that may be of interest to the public such as environmental data or the level of activity in the trail system. These dashboards are protected by user authentication and can be viewed on computers or mobile devices giving park staff access to vital data when and where they need it.



Sensor Types

Standard Visitation Counters - are designed to track visitation and come in two varieties: Trail Counters and Car Counters. These counters are simple to self-install and operate on solar power so they can be placed almost anywhere. They connect using a cellular modem that uses AT&T's 4G network for Internet of Things devices. This protocol enables inexpensive, low-bandwidth reliable connections.

- Trail Counters These devices use a passive infrared sensor to detect pedestrians, runners or bikers based on their body heat. They have a 15' range and a narrow 15° detection width making it easier to discriminate individuals walking together.
- Car Counters Unlike the Parking Logix system, these low-cost counters do not track or display parking lot capacity. They simply detect vehicles that pass over a rubber pneumatic tube across the roadway. They can be used to track traffic on a roadway or in places where a parking lot capacity system is not needed.



Custom Counters are simply different sensors that attach to the same core system as the visitation counters. Based on the need, these sensors can monitor key infrastructure (water / septic), environmental conditions (air quality / heat index) or be used to discriminate between user types (hiker versus biker). As these requirements can vary based on your use case, we will need to provide a custom quote for these items.



IPsens Distribution Partnership

With Parking Logix's leadership position in occupancy data and obsession with enhancing the parking experience, our distribution partnership with IPsens was forged to help deliver a best-in-class hybrid solution for our clients.

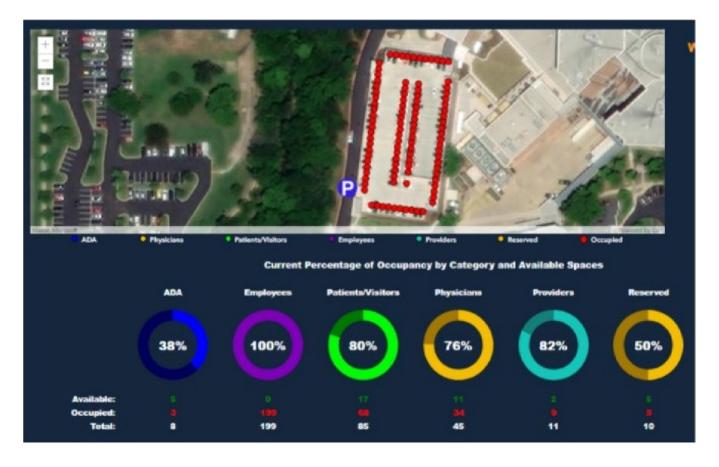
IPsens offers best in class single-space parking guidance solutions with user friendly administrative dashboards to enable easy management of your parking operations. Through our connected systems, we offer parking visitors global occupancy levels of parking environments and individual parking stall availability while offering enforcement data to the back office.

IPsens is a market leader in reliability and customer service. Through our partnership with IPsens, we are now able to provide the most accurate, reliable, and cost-effective turnkey solution on the market.

Combining Parking Logix's occupancy sensor and IPsens's single-space sensor we offer the hybrid solution. A world class, turnkey solution allowing for global occupancy of an environment and individual stall counts for specific spaces.

An example would be university campus leveraging the hybrid solution to show overall occupancy for an environment while showing the individual stall could for all ADA spaces.

Below is a dashboard snapshot that illustrates the hybrid solution.



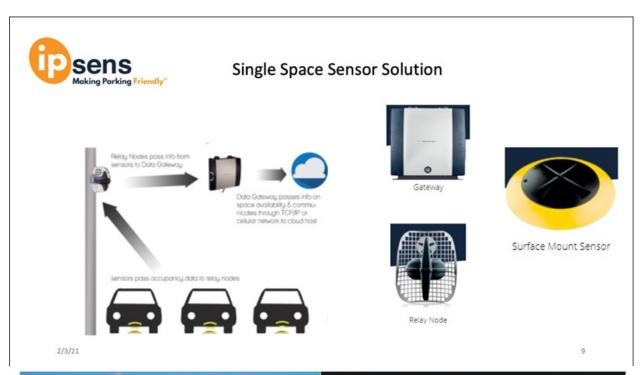


Example of Real-Time Parking Availability

Browser based hosted user interface including dashboard with interactive map, occupancy by space type and predictive occupancy by category and day of the week.









Tab 9 – Required Documents

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

Clean Air and Water Act & Debarment Notice

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

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

| Potential Vendor | Parking Logix Inc | |
|----------------------|--------------------------------|--|
| Print Name | Joshua Eisen | |
| Address | 992 Rue Upton | |
| City, Sate, Zip | Lasalle Quebec, H8R 2T9 Canada | |
| Authorized signature | - Of | |
| Date | 11 / 17 / 2020 | |

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 | SE | - | |
|----------------------|----|------------|--|
| Date | | 11/17/2020 | |

Antitrust Certification Statements (Tex. Government Code § 2155.005)

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

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

| Company name | Parking Logix Inc |
|-----------------------|--------------------------------|
| Address | 992 Rue Upton |
| City/State/Zip | Lasalle Quebec, H8R 2T9 Canada |
| Telephone No. | 1 877 727 5423 |
| Fax No. | 1 514 907 3364 |
| Email address | jeisen@parkinglogix.com |
| Printed name | Joshua Eisen |
| Position with company | President |
| Authorized signature | Je |

Required Clauses for Federal Funds Certifications

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

APPENDIX II TO 2 CFR PART 200

- (A) Contracts for more than the simplified acquisition threshold currently set at \$150,000, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. 1908, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.
- (B) Termination for cause and for convenience by the grantee or subgrantee including the manner by which it will be effected and the basis for settlement. (All contracts in excess of \$10,000)
- (C) Equal Employment Opportunity. Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of "federally assisted construction contract" in 41 CFR Part 60-1.3 must include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 CFR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."

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

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

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

- (E) Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708). Where applicable, all contracts awarded by the non-Federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.
- (F) Rights to Inventions Made Under a Contract or Agreement. If the Federal award meets the definition of "funding agreement" under 37 CFR §401.2 (a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the recipient or subrecipient must comply with the requirements of 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.
- (G) Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended— Contracts and subgrants of amounts in excess of \$150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).
- (H) Debarment and Suspension (Executive Orders 12549 and 12689)—A contract award (see 2 CFR 180.220) must not be made to parties listed on the government wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), "Debarment and Suspension." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.
- (I) Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)—Contractors that apply or bid for an award exceeding \$100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee

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

RECORD RETENTION REQUIREMENTS FOR CONTRACTS INVOLVING FEDERAL FUNDS

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

CERTIFICATION OF COMPLIANCE WITH THE ENERGY POLICY AND CONSERVATION ACT

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

CERTIFICATION OF COMPLIANCE WITH BUY AMERICA PROVISIONS

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

Required Clauses for Federal Assistance provided by FTA

ACCESS TO RECORDS AND REPORTS

Contractor agrees to:

- a) <u>Maintain</u> 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) <u>Permit</u> 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) <u>Equal Employment Opportunity</u>. 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. <u>Age</u>. 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. <u>Disabilities</u>. 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. <u>Segregated Facilities</u>. 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 applicablerequirements 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) <u>DBE Program</u>. 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 me 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 me made, a false, fictitious, or fraudulent claim, statement, submission, or certification to the Federal Government under a contract connected with a project that is financed in whole or in part with Federal assistance originally awarded by FTA under the authority of 49 U.S.C. § 5307, the Government reserves the right to impose the penalties of 18 U.S.C. § 1001 and 49 U.S.C. § 5307 (n)(1) on the Contractor, to the extent the Federal Government deems appropriate.

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

State Notice Addendum

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

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

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

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

Joshua Eisen

Parking Logix Inc

11/17/2020