

STANDARD CITY CONTRACT

PIGGYBACK CONTRACT FOR PRODUCTS AND SERVICES – THE CITY OF KANSAS CITY, MISSOURI

CONTRACT NO.: EVP3425

TITLE/DESCRIPTION: PARKING, TRANSPORTATION, AND MOBILITY SERVICES

THIS Contract is between KANSAS CITY, MISSOURI, a constitutionally chartered municipal corporation (“CITY”), and **Laz Parking Midwest, LLC**. (“CONTRACTOR”).

Sec. 1. The Contract. The Contract between the CITY and CONTRACTOR consists of the following Contract Documents:

- (a) this Contract;
- (b) CONTRACTOR’s Contract with Region 14 Education Service Center #05-61 (“the Primary Contract”) that is attached hereto and incorporated into this Contract; and
- (c) any and all Attachments and Exhibits attached to the Contract. All documents listed in this Section 1 shall be collectively referred to as the “Contract Documents” and are incorporated into this Contract. CITY and CONTRACTOR agree that the terms “Agreement” and “Contract” and “Contract Documents” are used interchangeably in this Contract and the terms “Agreement” and “Contract” and “Contract Documents” each include all “Contract Documents.”

Attachment A: Scope of Work

Attachment B: Pricing

Attachment C: Approved CONTRACTOR UTILIZATION PLAN

Attachment D: Letter of Credit

Attachment F: Performance Bond

Attachment G: REGION 14 EDUCATION SERVICE CENTER CONTRACT #05-61

Sec. 2. Initial Term of Contract and Additional Periods.

- (a) **Initial Term.** The initial term of this Contract shall begin on February 1, 2025 and shall end on January 31, 2026. The Manager of Procurement Services is authorized to enter into an amendment of this Contract with CONTRACTOR to extend the term of this Contract and time of performance for this Contract.
- (b) **Renewal Terms.** At any time prior to the expiration of the initial term or any subsequent term, the CITY, in its sole discretion, may renew this Contract for up to five (5) additional one (1) year terms.

- (c) Transition Term. Notwithstanding the expiration of the initial term or any subsequent term or all options to renew, CONTRACTOR and CITY shall continue performance under this Contract until the CITY has a new contract in place with either CONTRACTOR or another provider or until the CITY terminates the Contract.

Sec. 3. Compensation.

- (a) CONTRACTOR shall provide all goods, supplies, materials, equipment, and services (collectively “the Services”) ordered by the CITY at the prices set forth in Exhibit B of this Contract and CITY shall order all of the Services to be provided by CONTRACTOR under this Contract by means of a Purchase Order issued by the CITY’s Manager of Procurement Services for which funds have been certified and encumbered by the City’s Director of Finance. CITY shall not have any financial obligation to CONTRACTOR under this Contract until the CITY issues a Purchase Order to CONTRACTOR. CONTRACTOR shall not provide any Services in excess of the dollar amount contained in any Purchase Order and CONTRACTOR shall not be entitled to any payment in excess of the dollar amount of the Purchase Orders from CITY.
- (b) Compensation for Renewal Terms: At the beginning of each Renewal Term, the prices set forth in Attachment B shall be increased by 2.5 percent annually (“Increased Rate”) and CONTRACTOR shall bill the CITY at the Increase Rate and CITY shall pay CONTRACTOR at the Increased Rate.
- (c) CONTRACTOR shall bill the City, in a form acceptable to the City, on the following basis: monthly
- (d) CITY shall order all services to be provided by CONTRACTOR under this Contract by means of a Purchase Order issued by the CITY’s Manager of Procurement Services for which funds have been certified and encumbered by the City’s Director of Finance. CITY shall not have any financial obligations to CONTRACTOR under this Contract until the CITY issues a Purchase Order to CONTRACTOR. CONTRACTOR shall not provide any services in excess of the dollar amount contained in any Purchase Order and CONTRACTOR shall not be entitled to any payment in excess of the dollar amount of the Purchase Orders from CITY.

Sec. 4. Effective Date of Contract.

- (a) Notwithstanding Section 2 of this Contract, neither party has any obligation under this Contract until the Manager of Procurement Services issues a Purchase Order which shall be signed by the City’s Director of Finance certifying there is a balance, otherwise unencumbered, to the credit of the appropriation to which the expenditure is to be charged, and a cash balance, otherwise unencumbered, in the treasury, to the credit of the fund from which payment will be made, each sufficient to meet the obligation incurred in the Purchase Order.
- (b) The date of the first Purchase Order issued by the CITY is the effective date of this Contract.
- (c) The date of the first Purchase Order issued by the CITY after the CITY renews this Contract shall be the effective date of the renewal term or transition term.

Sec. 5. Invoices.

- (a) CONTRACTOR shall submit to CITY a request for payment (hereinafter "Invoice") for services performed in sufficient detail for the CITY to determine that the amount CONTRACTOR is requesting is in fact due and payable.
- (b) CITY shall not pay any Invoice from CONTRACTOR unless CONTRACTOR is in compliance with, and not in breach or default of, all terms, covenants and conditions of this Contract. If damages are sustained by CITY as a result of breach or default by CONTRACTOR, CITY may withhold payment(s) to CONTRACTOR for the purpose of set off until such time as the exact amount of damages due to CITY from CONTRACTOR may be determined.
- (c) CITY shall not process CONTRACTOR's Invoice unless CONTRACTOR's Invoice is in proper form, correctly computed, and is approved by CITY as payable under the terms of this Contract.
- (d) CITY is not liable for any obligation incurred by CONTRACTOR except as approved under the provisions of this Contract.
- (e) If CONTRACTOR is required to meet MBE/WBE goals for this Contract, CONTRACTOR shall not submit an Invoice to the City unless CONTRACTOR's Invoice is accompanied by a copy of the most recent 00485.01 M/WBE Monthly Utilization Report submitted by CONTRACTOR to the City's Civil Rights and Equal Opportunity Department. CONTRACTOR shall remain current on CONTRACTOR's filing of 00485.01 M/WBE Monthly Utilization Reports. CITY shall not pay CONTRACTOR's Invoice unless CONTRACTOR is current on CONTRACTOR's filing of 00485.01 M/WBE Monthly Utilization Reports.

Sec. 6. Representations and Warranties of CONTRACTOR. CONTRACTOR hereby represents and warrants to the CITY the following:

- (a) CONTRACTOR is in good standing under the laws of the state of Missouri and each state in which it does business, except any such state where the failure to be in good standing would not have a material adverse effect on CONTRACTOR's ability to perform this Contract in accordance with its terms.
- (b) The execution, delivery and performance by CONTRACTOR of this Contract have been duly authorized by all necessary corporate action and do not and will not (i) require any consent or approval of CONTRACTOR's board of directors; (ii) require any authorization, consent or approval by, or registration, declaration or filing with, or notice to, any governmental department, commission, board, bureau, agency or instrumentality, or any third party, except such authorization, consent, approval, registration, declaration, filing or notice as has been obtained prior to the date hereof; (iii) violate any provision of any law, rule or regulation or of any order, writ, injunction or decree presently in effect having applicability to CONTRACTOR or its articles or by-laws; and (iv) result in a breach of or constitute a default under any material agreement, lease or instrument to which CONTRACTOR is a party or by which it or its properties may be bound or affected.

- (c) CONTRACTOR shall not enter into any contract for the services to CITY that purports to grant a security interest or right of repossession to any person or entity respecting the services, or any portions thereof or chattels placed thereon.
- (d) There is no litigation, proceeding or other investigation pending or, to the knowledge of CONTRACTOR, threatened against CONTRACTOR which would prevent consummation of the transaction contemplated by this Contract or would have a materially adverse effect on CONTRACTOR.

Sec. 7. Survival of the Representations, Warranties and Covenants. All representations, warranties and covenants expressed herein shall survive the execution of this Contract for the benefit of the parties hereto.

Sec. 8. Governing Law. This Contract shall be construed and governed in accordance with the laws of the State of Missouri without giving effect to Missouri's choice of law provisions. The CITY and CONTRACTOR: (1) submit to the jurisdiction of the state and federal courts located in Jackson County, Missouri; (2) waive any and all objections to jurisdiction and venue; and (3) will not raise forum *non conveniens* as an objection to the location of any litigation.

Sec. 9. Termination for Convenience. CITY and CONTRACTOR may, at any time upon sixty (60) days written notice to either party specifying the effective date of termination, terminate this Contract, in whole or in part.

Sec. 10. Default and Remedies.

- (a) If CONTRACTOR shall be in default or breach of any provision of this Contract, CITY may terminate this Contract, suspend CITY's performance, withhold payment or invoke any other legal or equitable remedy after giving CONTRACTOR ten (10) days written notice and opportunity to cure such default or breach.
- (b) If CITY shall be in default or breach of any provision of this Contract, CONTRACTOR may terminate this contract or suspend CONTRACTOR's performance after giving CITY ten (10) days written notice and opportunity to cure such default or breach.

Sec. 11. Waiver. Waiver by CITY of any term, covenant, or condition hereof shall not operate as a waiver of any subsequent breach of the same or of any other term, covenant or condition. No term, covenant, or condition of this Contract can be waived except by written consent of CITY, and forbearance or indulgence by CITY in any regard whatsoever shall not constitute a waiver of same to be performed by CONTRACTOR to which the same may apply and, until complete performance by CONTRACTOR of the term, covenant or condition, CITY shall be entitled to invoke any remedy available to it under this Contract or by law despite any such forbearance or indulgence.

Sec. 12. Acceptance. No payment made under this Contract shall be proof of satisfactory performance of the Contract, either wholly or in part, and no payment shall be construed as acceptance of deficient or unsatisfactory services.

Sec. 13. Records.

- (a) For purposes of this Section:
 - 1. "CITY" shall mean the City Auditor, the City's Internal Auditor, the City's Director of Human Relations, the City Manager, the City department administering this Contract and their delegates and agents.
 - 2. "Record" shall mean any document, book, paper, photograph, map, sound recordings or other material, regardless of physical form or characteristics, made or received in connection with this Contract and all Contract amendments and renewals.
- (b) CONTRACTOR shall maintain and retain all Records for a term of five (5) years that shall begin after the expiration or termination of this Contract and all Contract amendments. CITY shall have a right to examine or audit all Records, and CONTRACTOR shall provide access to CITY of all Records upon ten (10) days written notice from the CITY.
- (c) The books, documents and records of CONTRACTOR in connection with this Contract shall be made available to the City Auditor, the City's Internal Auditor, the City's Director of Human Relations and the City department administering this Contract within ten (10) days after the written request is made.

Sec. 14. Affirmative Action. If this Contract exceeds \$300,000.00 and Contractor employs fifty (50) or more people, Contractor shall comply with City's Affirmative Action requirements in accordance with the provisions of Chapter 3 of City's Code, the rules and regulations relating to those sections, and any additions or amendments thereto; in executing any Contract subject to said provisions, Contractor warrants that it has an affirmative action program in place and will maintain the affirmative action program in place for the duration of the Contract. Contractor shall not discriminate against any employee or applicant for employment because of race, color, sex, religion, national origin or ancestry, disability, sexual orientation, gender identity or age in a manner prohibited by Chapter 3 of City's Code. Contractor shall:

- (a) Submit, in print or electronic format, a copy of Contractor's current certificate of compliance to the City's Civil Rights and Equal Opportunity Department (CREO) prior to receiving the first payment under the Contract, unless a copy has already been submitted to CREO at any point within the previous two (2) calendar years. If, and only if, Contractor does not possess a current certification of compliance, Contractor shall submit, in print or electronic format, a copy of its affirmative action program to CREO prior to receiving the first payment under the Contract, unless a copy has already been submitted to CREO at any point within the previous two (2) calendar years.
- (b) Require any Subcontractor awarded a subcontract exceeding \$300,000.00 to affirm that Subcontractor has an affirmative action program in place and will maintain the affirmative action program in place for the duration of the subcontract.
- (c) Obtain from any Subcontractor awarded a subcontract exceeding \$300,000.00 a copy of the Subcontractor's current certificate of compliance and tender a copy of the same, in print or electronic format, to CREO within thirty (30) days from the date the subcontract is executed. If, and only if, Subcontractor does not possess a current certificate of compliance, Contractor shall obtain a copy of the Subcontractor's affirmative action program and tender a copy of the same, in print or electronic format, to CREO within thirty (30) days from the date the subcontract is executed.

City has the right to take action as directed by City's Civil Rights and Equal Opportunity Department to enforce this provision. If Contractor fails, refuses or neglects to comply with the provisions of Chapter 3 of City's

Code, then such failure shall be deemed a total breach of this Contract and this Contract may be terminated, canceled or suspended, in whole or in part, and Contractor may be declared ineligible for any further contracts funded by City for a period of one (1) year. This is a material term of this Contract.

Sec. 15. Tax Compliance. If the CITY's payments to CONTRACTOR exceed \$160,000.00 for the period of May 1st through April 30th, CONTRACTOR shall provide proof of compliance with the CITY's tax ordinances administered by the CITY's Commissioner of Revenue as a precondition to the CITY making the first payment under this Contract. CONTRACTOR also shall submit to the CITY proof of compliance with the CITY's tax ordinances administered by the CITY's Commissioner of Revenue as a condition precedent to the CITY making final payment under the Contract.

Sec. 16. Buy American Preference. It is the policy of the CITY that any manufactured goods or commodities used or supplied in the performance of any CITY Contract or any subcontract thereto shall be manufactured or produced in the United States whenever possible.

Sec. 17. Notices. All notices to be given hereunder shall be in writing and may be given, served or made by depositing the same in the United States mail addressed to the party to be notified, postpaid and registered or certified with return receipt requested or by delivering the same in person to such person. Notice deposited in the mail in accordance with the provisions hereof shall be effective unless otherwise stated in such notice or in this Contract from and after the second day next following the date postmarked on the envelope containing such notice. Notice given in any other manner shall be effective only if and when received by the party to be notified. All notices shall be sent to the following addresses:

If to the CITY: City of Kansas City, Missouri
 Attn: Darrell Everette, CPSM, MBA, CJP
 Chief Procurement Officer
 Procurement Services Division
 414 East 12th Street, 1st Floor, Room 102 W
 Kansas City, Missouri 64106
 Telephone: (816) 513-0798
 Facsimile: (816) 513-1066

With copies to: Matthew J. Gigliotti, Esq.
 City Attorney
 Law Department of Kansas City, Missouri
 414 East 12th Street, 23rd Floor
 Kansas City, Missouri 64106
 Telephone: (816) 513-3153

If to the CONTRACTOR: LAZ Parking Midwest, LLC
 One Financial Plaza, 14th Floor
 Hartford, CT 06103
 Attn: Legal Department
 Telephone (860) 522-7641

Sec. 18. General Indemnification.

- (a) For purposes of this Section only, the following terms shall have the meanings listed:
 - 1. Claims means all claims, damages, liability, losses, costs and expenses, court costs and reasonable attorneys' fees, including attorneys' fees incurred by the CITY in the enforcement of this indemnity obligation.
 - 2. CONTRACTOR's Agents means CONTRACTOR's officers, employees, subcontractors, successors, assigns, invitees, and other agents.
 - 3. CITY means CITY, its Agencies, its agents, officials, officers and employees.
- (b) CONTRACTOR's obligations under this Section with respect to indemnification for acts or omissions, including negligence, of CITY, shall be limited to the coverage and limits of insurance that CONTRACTOR is required to procure and maintain under this Contract. CONTRACTOR affirms that it has had the opportunity to recover all costs of the insurance requirements imposed by this Contract in its contract price.
- (c) CONTRACTOR shall defend, indemnify and hold harmless CITY from and against all claims arising out of or resulting from all acts or omissions in connection with this Contract caused in whole or in part by CONTRACTOR or CONTRACTOR's Agents, regardless of whether or not caused in part by any act or omission, including negligence, of CITY. CONTRACTOR is not obligated under this Section to indemnify CITY for the sole negligence of CITY.
- (d) In no event shall the language in this Section constitute or be construed as a waiver or limitation of the CITY's rights or defenses with regard to sovereign immunity, governmental immunity, or other official immunities and protections as provided by the federal and state constitutions or by law.

Sec. 19. Indemnification for Professional Negligence. If this contract is for professional services, CONTRACTOR shall indemnify, and hold harmless CITY and any of its agencies, officials, officers, or employees from and against all claims, damages, liability, losses, costs, and expenses, including reasonable attorneys' fees, arising out of any negligent acts or omissions in connection with this Contract, caused by CONTRACTOR, its employees, agents, subcontractors, or caused by others for whom CONTRACTOR is liable, in the performance of professional services under this Contract. CONTRACTOR is not obligated under this Section to indemnify CITY for the negligent acts of CITY or any of its agencies, officials, officers, or employees.

Sec. 20. Insurance.

- (a) CONTRACTOR shall procure and maintain in effect throughout the term of this Contract insurance policies with coverage not less than the types and amounts specified in this Section. CONTRACTOR must have:
 - 1. Commercial General Liability Insurance Policy: with limits of \$1,000,000 per occurrence and \$2,000,000 aggregate, written on an "occurrence" basis. The policy shall be written or endorsed to include the following provisions:
 - a. Severability of Interests Coverage applying to Additional Insureds
 - b. Contractual Liability

- c. Per Project Aggregate Liability Limit or, where not available, the aggregate limit shall be \$2,000,000
 - d. No Contractual Liability Limitation Endorsement
 - e. Additional Insured Endorsement, ISO for CG20 10, current edition, or its equivalent
2. Workers' Compensation Insurance and Employers Liability Policies as required by Missouri law.
 3. Commercial Automobile Liability Insurance Policy: with a limit of \$1,000,000 per occurrence, covering owned, hired, and non-owned automobiles. The Policy shall provide coverage on an "any auto" basis and on an "occurrence" basis. This insurance policy will be written on a Commercial Business Auto form, or acceptable equivalent, and will protect against claims arising out of the operation of motor vehicles, as to acts done in connection with the Contract, by CONTRACTOR.
 4. If this Contract is for professional services, CONTRACTOR shall obtain Professional Liability Insurance with limits per claim and annual aggregate of \$1,000,000.
 5. Cyber Liability Insurance, with limits not less than \$2,000,000 per occurrence or claim, \$2,000,000 aggregate. Coverage shall be sufficiently broad to respond to the duties and obligations as is undertaken by Vendor in this agreement and shall include, but not be limited to, claims involving security breach, system failure, data recovery, business interruption, cyber extortion, social engineering, infringement of intellectual property, including but not limited to infringement of copyright, trademark, trade dress, invasion of privacy violations, information theft, damage to or destruction of electronic information, release of private information, and alteration of electronic information. The policy shall provide coverage for breach response costs, regulatory fines and penalties as well as credit monitoring expenses.
 6. Technology Professional Liability Errors and Omissions Insurance appropriate to the Consultant's profession and work hereunder, with limits not less than \$2,000,000 per occurrence. Coverage shall be sufficiently broad to respond to the duties and obligations as is undertaken by the Vendor in this agreement and shall include, but not be limited to, claims involving security breach, system failure, data recovery, business interruption, cyber extortion, social engineering, infringement of intellectual property, including but not limited to infringement of copyright, trademark, trade dress, invasion of privacy violations, information theft, damage to or destruction of electronic information, release of private information, and alteration of electronic information. The policy shall provide coverage for breach response costs, regulatory fines and penalties as well as credit monitoring expenses.
 - a. The Policy shall include, or be endorsed to include, property damage liability coverage for damage to, alteration of, loss of, or destruction of electronic data and/or information "property" of the Agency in the care, custody, or control of the Vendor. If not covered under the Vendor's liability policy, such "property" coverage of the Agency may be endorsed onto the Vendor's Cyber Liability Policy as covered property.
 - b. If the Vendor maintains broader coverage and/or higher limits than the minimums shown above, the Entity requires and shall be entitled to the broader coverage and/or the higher limits maintained by the contractor. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the Entity.
 7. Commercial crime insurance policy with a limit of \$3,000,000.00 per occurrence that includes coverage for employee dishonesty.

- (b) All insurance policies required in this Section shall provide that the policy will not be canceled until after the Insurer provides the CITY ten (10) days written notice of cancellation in the event that the cancellation is for CONTRACTOR's nonpayment of premiums and thirty (30) days written notice of cancellation to CITY for all other reasons of cancellation.
- (c) The Commercial General and Automobile Liability Insurance Policies specified above shall provide that CITY and its agencies, agents, officials, officers, and employees, while acting within the scope of their authority, will be named as additional insureds for the services performed under this Contract. CONTRACTOR shall provide to CITY at execution of this Contract a certificate of insurance showing all required endorsements and additional insureds.
- (d) All insurance policies must be provided by Insurance Companies that have an A.M. Best's rating of A-, V or better, and are licensed or approved by the State of Missouri to provide insurance in Missouri.
- (e) Regardless of any approval by CITY, CONTRACTOR shall maintain the required insurance coverage in force at all times during the term of this Contract. CONTRACTOR's failure to maintain the required insurance coverage will not relieve CONTRACTOR of its contractual obligation to indemnify the CITY pursuant to this Section of this Contract. In the event CONTRACTOR fails to maintain the required insurance coverage in effect, CITY may declare CONTRACTOR in default.
- (f) In no event shall the language in this Section constitute or be construed as a waiver or limitation of the CITY's rights or defenses with regard to sovereign immunity, governmental immunity, or other official immunities and protections as provided by the federal and state constitutions or by law.

Sec. 21. Interpretation of the Contract.

- (a) CITY selected CONTRACTOR through a negotiated procurement process rather than an Invitation for Bids (IFB) solicitation. Unlike the IFB, this process allows the CITY and CONTRACTOR to discuss and negotiate a contract at arms length prior to entering a final contract that is acceptable to both the CITY and the CONTRACTOR. After negotiation and discussion, CONTRACTOR and CITY have incorporated multiple documents into this Agreement and the meaning of some of the words used in the Agreement may be uncertain, incomplete or duplicative and the Agreement may promise something at one place and take that promise away at another. In sum, the Agreement may contain words and provisions that are susceptible of more than one meaning so that reasonable persons of average intelligence may fairly and honestly differ in their construction of the words and provisions. It is the intent of the CITY and the CONTRACTOR that the CITY's taxpayers receive the benefit or advantage in the construction and interpretation of this Agreement, regardless of the normal judicial rules of contract construction even if the construction and interpretation of the Agreement will cost the CONTRACTOR more money and time. CITY and CONTRACTOR agree that CITY's Manager of Procurement Services shall resolve all disagreements as to the meaning of this Agreement or any ambiguity in this Agreement, in favor of the CITY and its taxpayers even if it will cost the CONTRACTOR more money and time. The decision of CITY's Manager of Procurement shall be final and conclusive if the Manager of Procurement Services acted in good faith.
- (b) CONTRACTOR acknowledges and agrees that the CITY has provided CONTRACTOR with an opportunity to have CONTRACTOR's attorney review and advise CONTRACTOR on the Agreement and any potential ambiguities or areas of disagreement and the potential adverse

legal consequences of CONTRACTOR agreeing to this Section as well as the entire Agreement. CONTRACTOR certifies that CONTRACTOR has provided the CITY written notice of all ambiguities, conflicts, errors or discrepancies that it has discovered in the Agreement and the written resolution thereof by the CITY as embodied in this final Agreement is acceptable to CONTRACTOR.

- (c) CONTRACTOR certifies that CONTRACTOR has either (1) waived its right to have CONTRACTOR's attorney review this Section and Agreement; or (2) CONTRACTOR has consulted with an attorney on this Section and Agreement.
- (d) CONTRACTOR knowingly and voluntarily agrees to this Section and the entire Agreement. CONTRACTOR certifies that this contract was not procured by fraud, duress or undue influence.

Sec. 22. Contract Execution. This Contract may be executed in one or more counterparts, each of which will be deemed an original copy of this Contract and all of which, when taken together, will be deemed to constitute one and the same Contract. This Contract shall be effective upon the execution of counterparts by both parties, notwithstanding that both parties may not sign the same counterpart. The parties' signatures transmitted by facsimile or by other electronic means shall be proof of the execution of this Contract and shall be acceptable in a court of law.

Sec. 23. Guaranteed Lowest Pricing. CONTRACTOR certifies that this Contract contains CONTRACTOR's lowest and best pricing for all services supplied by CONTRACTOR to any government, governmental entity, political subdivision, city, state, school district or any other public entity in the United States as of the date of this Contract for services that are comparable to those set forth in this Agreement.

Sec. 24. Assignability and Subcontracting.

- (a) Assignability. Contractor shall not assign or transfer any part or all of Contractor's obligation or interest in this Contract without prior written approval of City. If Contractor shall assign or transfer any of its obligations or interests under this Contract without the City's prior written approval, it shall constitute a material breach of this Contract. This provision shall not prohibit contractor from subcontracting as otherwise provided for herein.
- (b) Subcontracting. Contractor shall not subcontract any part or all of Contractor's obligations or interests in this Contract unless the subcontractor has been identified in a format required by City. If Contractor shall subcontract any part of Contractor's obligations or interests under this Contract without having identified the subcontractor, it shall constitute a material breach of this Contract. The utilization of subcontractors shall not relieve Contractor of any of its responsibilities under the Contract, and Contractor shall remain responsible to City for the negligent acts, errors, omissions or neglect of any subcontractor and of such subcontractor's officers, agents and employees. City shall have the right to reject, at any point during the term of this Contract, any subcontractor identified by Contractor, and to require that any subcontractor cease working under this Contract. City's right shall be exercisable in its sole and subjective discretion. City shall not be obligated to pay or be liable for payment of any monies which may be due to any subcontractor. Contractor shall include in any subcontract a requirement that the subcontractor comply with all requirements of this Contract in performing Contractor's services hereunder.

Sec. 25. Professional Services – Conflict of Interest Certification. If this Contract is for professional services other than for medical doctors or appraisers, CONTRACTOR certifies that CONTRACTOR is not an expert witness for any party in litigation against the CITY at the time of the issuance of this Contract.

Sec. 26. Intellectual Property Rights. CONTRACTOR agrees, on its behalf and on behalf of its employees and agents, that it will promptly communicate and disclose to CITY all computer programs, documentation, software and other copyrightable works (“copyrightable works”) conceived, reduced to practice or made by CONTRACTOR or its agents, whether solely or jointly with others, during the term of this Contract resulting from or related to any work CONTRACTOR or its agents may do on behalf of CITY or at its request. All inventions and copyrightable works that CONTRACTOR is obligated to disclose shall be and remain entirely the property of CITY. It is agreed that all inventions and copyrightable works are works made for hire and shall be the exclusive property of CITY. CONTRACTOR hereby assigns to CITY any rights it may have in such copyrightable works. CONTRACTOR shall cooperate with CITY in obtaining any copyrights or patents.

Sec. 27. Minority and Women’s Business Enterprises. CITY is committed to ensuring that minority and women’s business enterprises (M/WBE) participate to the maximum extent possible in the performance of CITY contracts. If M/WBE participation goals have been set for this Contract, CONTRACTOR agrees to comply with all requirements of City’s Minority and Women’s Business Enterprise Program as enacted in CITY’S Code Chapter 3 Sections 3-421 through 3-469 and as hereinafter amended. CONTRACTOR shall make its good faith efforts in carrying out this policy by implementing its Contractor Utilization Plan. If CONTRACTOR fails to achieve the M/WBE goals stated in its Contractor Utilization Plan, as amended, the CITY will sustain damages, the exact extent of which would be difficult or impossible to ascertain or estimate at the time of execution of this contract. Therefore, in order to liquidate those damages, the monetary difference between the amount of the M/WBE goals set forth in this Contractor Utilization Plan, as amended, and the amount actually paid to qualified MBEs and WBEs for performing a commercially useful function will be deducted from the CONTRACTOR’S payments as liquidated damages. In determining the amount actually paid to qualified MBEs and WBEs, no credit will be given for the portion of participation that was not approved by the Director of City’s Human Relations Division, unless the Director determines that the CONTRACTOR acted in good faith. No deduction for liquidated damages will be made when, for reasons beyond the control of the CONTRACTOR, the M/WBE participation stated in the Contractor Utilization Plan, as amended and approved by the Director, is not met.

Sec. 28. Employee Eligibility Verification. CONTRACTOR shall execute and submit an affidavit, in a form prescribed by the CITY, affirming that CONTRACTOR does not knowingly employ any person in connection with the contracted services who does not have the legal right or authorization under federal law to work in the United States as defined in 8 U.S.C. §1324a(h)(3). CONTRACTOR shall attach to the affidavit documentation sufficient to establish CONTRACTOR’s enrollment and participation in an electronic verification of work program operated by the United States Department of Homeland Security to verify information of newly hired employees, under the Immigration and Reform and Control Act of 1986. CONTRACTOR may obtain additional information about E-Verify and enroll at <https://e-verify.uscis.gov/enroll/StartPage.aspx?JS=YES>. For those CONTRACTORs enrolled in E-Verify, the first and last pages of the E-Verify Memorandum of Understanding that CONTRACTOR will obtain upon successfully enrolling in the program shall constitute sufficient documentation for purposes of complying with this section. CONTRACTOR shall submit the affidavit and attachments to the CITY prior to execution of the contract, or at any point during the term of the contract if requested by the CITY.

Sec. 29. Emergencies.

- (a) Disaster means any large scale event such as an act of terrorism, fire, wind, flood, earthquake or other natural or man-made calamity which results in, or has the potential to result in a significant loss of life or property.
- (b) During and after a disaster, CONTRACTOR shall provide special services to the CITY including CONTRACTOR shall open CONTRACTOR's facilities even on nights and weekends as necessary to meet the needs of the City during a disaster.
- (c) CONTRACTOR shall not charge CITY any fee for opening facilities during an emergency or for extending CONTRACTOR's hours of operation during a disaster. CITY shall pay CONTRACTOR the agreed upon contract prices for all purchases made by CITY during the disaster and CONTRACTOR shall not charge CITY any additional mark-up, fee or cost for any purchases made by CITY during a disaster.
- (d) CONTRACTOR shall quickly mobilize CONTRACTOR's internal and external resources to assist CITY when a disaster unfolds.
- (e) Extended hours and personnel. During disasters, CONTRACTOR's facilities shall stay open 24 hours if requested by the CITY. CONTRACTOR shall utilize additional CONTRACTOR personnel to take CITY orders if necessary. CONTRACTOR's Call Center shall accept phone orders 24 hours a day.
- (f) CONTRACTOR shall have contingency plans with CONTRACTOR's suppliers to provide additional supplies and equipment quickly to CITY as needed.
- (g) CONTRACTOR shall cooperate with CITY to properly document any and all expenses incurred by CITY with CONTRACTOR and CONTRACTOR shall assist CITY in meeting any and all documentation requirements of the Federal Emergency Management Agency (FEMA).

Sec. 30. Trade-In. If the solicitation requests a price or value for one or more pieces of equipment to be traded in as part of the purchase of new equipment, the CITY retains the option to purchase the new equipment at the full price or to reduce the price of the new equipment by the amount of the trade-in offered. The CITY is not obligated to accept the trade-in offer and may withdraw equipment offered for trade-in at any time up to award.

Sec. 31. Time of Delivery. Delivery is required to be made in accordance with the schedule shown in the solicitation and purchase order.

Sec. 32. F.O.B. Destination. Unless otherwise directed in the solicitation and purchase order, all deliveries shall be F.O.B. Destination and all freight charges shall be included in the total price. Supplies shall be delivered to the destination consignee's warehouse unloading platform, or receiving dock, at the expense of the CONTRACTOR. The CITY shall not be liable for any delivery, storage, demurrage, accessorial, or other charges involved prior to the actual delivery (or "constructive placement" as defined in carrier tariffs) of the supplies to the destination, unless such charges are caused by an act or order of the CITY acting in its contractual capacity. If rail carrier is used, supplies will be delivered to the specified unloading platform of the consignee. If motor carrier (including "piggy-back") is used, supplies will be delivered to truck tailgate at the unloading platform of the consignee. If the CONTRACTOR uses rail carrier or freight forwarder for less

than carload shipments, he shall assure that the carrier will furnish tailgate delivery if transfer to truck is required to complete delivery to consignee. One of the following statements usually will appear on the purchase order, although others may be used. If no statement appears, paragraph 22(a) is applicable.

- (a) F.O.B. Destination, Freight Prepaid by Seller. The seller pays and bears all freight charges.
- (b) F.O.B. Destination, Freight Prepaid and Charged Back on Invoice. The seller pays the freight and charges the CITY by adding it to the invoice.
- (c) F.O.B. Destination, Freight Collect. The CITY pays and bears the freight charges.
- (d) F.O.B. Destination, Freight Collect and Allowed on Invoice. The CITY pays the freight charges and deducts the amount from the seller's invoice.

Sec. 33. Quality. Unless otherwise required by terms of the solicitation, all goods, supplies, and materials furnished shall be new, in current production, and the best of their kind. When applicable, parts and maintenance shall be reasonably available. New equipment that is obsolete or technically outdated is not acceptable. Remanufactured or reconditioned items are not considered new. Items shall be properly packaged, packed, labeled, and identified in accordance with commercial standards acceptable to the trade and as required by ICC and other federal and state regulations. Packing slips will accompany the shipment.

Sec. 34. Price. Prices quoted are to be firm and final. All prices quoted shall be net and shall reflect any available discount except for discounts for timely payment. All prices are to be F.O.B. designated delivery point. All shipping, packing, and drayage charges are the responsibility of the supplier. C.O.D. shipments will not be accepted unless otherwise agreed to by the City.

Sec. 35. Brand Name or Equal. Whenever the name of the manufacturer or the supplier is mentioned on the face hereof and the words "or equal" do not follow, it shall be deemed that the words "or equal" shall follow such designations unless the face hereof specifies "no substitutions". The CITY may assume that items submitted are equal or it may request samples and proof thereof and unless approved before shipment, reserves right to return at the CONTRACTOR'S expense all items that are not acceptable as equals, said items to be replaced by the CONTRACTOR with satisfactory items at the original submitted price.

Sec. 36. Commercial Warranty. The CONTRACTOR agrees that the supplies or services furnished under this contract shall be covered by the most favorable commercial warranties the CONTRACTOR gives to any customer for such supplies or services and that the rights and remedies provided herein are in addition to and do not limit any rights afforded to the CITY by any other clause of this contract.

Sec. 37. Discounts.

- A. Prompt payment discounts offered for payment within less than twenty (20) calendar days will not be considered in evaluating proposals for award, unless otherwise specified in the solicitation. However, offered discounts of less than twenty (20) days will be taken if payment is made within the discount period, even though not considered in the evaluation of proposals.
- B. In connection with any discount offered, time will be computed from date of delivery of the supplies to the carrier when acceptance is at the point of origin, or from date of delivery at destination when delivery and acceptance is at destination, or from the date the correct invoice

or voucher is received in the office specified by the CITY, if the latter is later than the date of delivery. Payment is deemed to be made for the purpose of earning the discount on the date of mailing of the CITY check.

- C. Any discount offered other than for prompt payment should be included in the net price quoted and not included in separate terms. In the event this is not done, the CITY reserves the right to accept the discount offered and adjust prices accordingly on the purchase order.

Sec. 38. Sellers Invoice. Invoices shall be prepared and submitted in duplicate to address shown on the purchase order. Separate invoices are required for each purchase order. Invoices shall contain the following information: purchase order number, item number, description of supplies or services, sizes, unit of measure, quantity, unit price, and extended totals.

Sec. 39. Inspection and Acceptance. Inspection and acceptance will be at destination unless specified otherwise, and will be made by the CITY department shown in the shipping address or other duly authorized representative of the CITY. Until delivery and acceptance, and after any rejection, risk of loss will be on the CONTRACTOR unless loss results from negligence of the CITY. CONTRACTOR will be notified of rejected shipments. Unless agreed otherwise, items will be returned freight collect.

Sec. 40. Loss and Damaged Shipments. Risk of loss or damage to items prior to the time of their receipt and acceptance by the CITY is upon the CONTRACTOR. The CITY has no obligation to accept damaged shipments and reserves the right to return at CONTRACTOR's expense damaged merchandise even though the damage was not apparent or discovered until after receipt of the items.

Sec. 41. Late Shipments. Supplier or CONTRACTOR is responsible to notify the CITY department receiving the items and the Senior Buyer of any late or delayed shipments. The CITY reserves the right to cancel all or any part of an order if the shipment is not made as promised.

Sec. 42. Tax Exemption - Federal and State.

- A. The CITY is exempt from Federal Excise and Transportation taxes on purchases under Chapter 32, Internal Revenue Code. The federal tax registration number issued by the St. Louis District Director on November 11, 1974 is No. 43740340K.
- B. The CITY is exempt from payment of Missouri Sales and Use Tax in Accordance with Section 39(10) Article 3, of the Missouri Constitution and Sections 144.040 and 144.615 RSMo 1969 and supplement thereto. A copy of the exemption from Missouri Sales and Use Tax is available upon request.

Sec. 43. Annual Appropriation of Funds.

- A. Multi-year term supply and service contracts and leases and the exercise of options to renew term contracts are subject to annual appropriation of funds by the City Council. Payments made under term contracts and leases are considered items of current expense. Purchase orders are funded when issued, therefore are current expense items and are not subject to any subsequent appropriation of funds.

- B. In the event sufficient funds are not appropriated for the payment of lease payments or anticipated term contract payments required to be paid in the next occurring lease or contract term and if no funds are legally available from other sources, the lease or contract may be terminated at the end of the original term or renewal term and the CITY shall not be obligated to make further payments beyond the then current original or renewal term. The CITY will provide notice of its inability to continue the lease or contract at such time as the Manager of Procurement Services is aware of the nonappropriation of funds; however, failure to notify does not renew the term of lease or contract. If a lease is cancelled, the events of default will occur as described in the lease and/or the section titled TERMINATION FOR DEFAULT. The CITY has no monetary obligations in event of termination or reduction of a term contract since such contracts represent estimated quantities and are not funded as a contract, but only to the extent of purchase orders issued.

Sec. 44. Non-discrimination in Employment. Contractor shall not discriminate against any employee or candidate for employment on the basis of an individual's race, hair texture or hair style associated with an individual's race, color, sex, religion, national origin, or ancestry, disability, sexual orientation, gender identity, age, or in any other manner prohibited by Chapter 38 of the City Code. Contractor shall not engage in any discrimination as prohibited by Chapter 3 of the City Code.

Sec. 45. Ban the Box in Hiring and Promotion.

- (a) Pursuant to Section 38-104, City Code Ordinances, Contractor shall not base a hiring or promotional decision on an applicant's criminal history or sentence related thereto, unless the employer can demonstrate that the employment-related decision was based on all information available including consideration of the frequency, recentness and severity of a criminal record and that the record was reasonably related to the duties and responsibilities of the position.
- (b) Notwithstanding subsection (a), Contractor may inquire about an applicant's criminal history after it has been determined that the individual is otherwise qualified for the position, and only after the applicant has been interviewed for the position. Any such inquiry may be made of all applicants who are within the final selection pool of candidates from which a job will be filled.
- (c) This provision shall not apply to positions where employers are required to exclude applicants with certain criminal convictions from employment due to local, state or federal law or regulation.

Sec. 46. Title VI of the Civil Rights Act of 1964. Title VI of the Civil Rights Act of 1964 requires that no person in the United States shall, on the grounds of race, color, or national or origin (including limited English proficient individuals), be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving federal financial assistance. The City of Kansas City, Missouri requires compliance with the requirements of Title VI in all of its programs and activities regardless of the funding source.

Contractor shall not discriminate on the grounds of race, color, or national or origin (including limited English proficient individuals).

Sec. 47. Quality Services Assurance Act. If this Contract exceeds \$160,000.00, Contractor certifies Contractor will pay all employees who will work on this Contract in the city limits of Kansas City, Missouri at least \$15.00 per hour in compliance with the City's Quality Services Assurance Act, Section 3-66, Code of Ordinances or City has granted Contractor an exemption pursuant to the Quality Services Assurance Act.

Sec. 48. Anti-Discrimination Against Israel. If this Contract exceeds \$100,000.00 and Contractor employs at least ten employees, pursuant to Section 34.600, RSMo., by executing this Contract, Contractor certifies it is not currently engaged in and shall not, for the duration of this contract, engage in a boycott of goods or services from the State of Israel; companies doing business in or with Israel or authorized by, licensed by, or organized under the laws of the State of Israel; or persons or entities doing business in the State of Israel.

Sec. 49. Affirmative Action. If this Contract exceeds \$300,000.00 and Contractor employs fifty (50) or more people, Contractor shall comply with City's Affirmative Action requirements in accordance with the provisions of Chapter 3 of City's Code, the rules and regulations relating to those sections, and any additions or amendments thereto; in executing any Contract subject to said provisions, Contractor warrants that it has an affirmative action program in place and will maintain the affirmative action program in place for the duration of the Contract. Contractor shall not discriminate against any employee or applicant for employment because of race, color, sex, religion, national origin or ancestry, disability, sexual orientation, gender identity or age in a manner prohibited by Chapter 3 of City's Code. Contractor shall:

- (a) Execute and submit the City of Kansas City, Missouri CREO Affirmative Action Program Affidavit warranting that the Contractor has an affirmative action program in place and will maintain the affirmative action program in place for the duration of the Contract.
- (b) Submit, in print or electronic format, a copy of Contractor's current certificate of compliance to the City's Civil Rights and Equal Opportunity Department (CREO) prior to receiving the first payment under the Contract, unless a copy has already been submitted to CREO at any point within the previous two (2) calendar years. If, and only if, Contractor does not possess a current certification of compliance, Contractor shall submit, in print or electronic format, a copy of its affirmative action program to CREO prior to receiving the first payment under the Contract, unless a copy has already been submitted to CREO at any point within the previous two (2) calendar years.
- (c) Require any Subcontractor awarded a subcontract exceeding \$300,000.00 to affirm that Subcontractor has an affirmative action program in place and will maintain the affirmative action program in place for the duration of the subcontract.
- (d) Obtain from any Subcontractor awarded a subcontract exceeding \$300,000.00 a copy of the Subcontractor's current certificate of compliance and tender a copy of the same, in print or electronic format, to CREO within thirty (30) days from the date the subcontract is executed. If, and only if, Subcontractor does not possess a current certificate of compliance, Contractor shall obtain a copy of the Subcontractor's affirmative action program and tender a copy of the same, in print or electronic format, to CREO within thirty (30) days from the date the subcontract is executed.

City has the right to take action as directed by City's Civil Rights and Equal Opportunity Department to enforce this provision. If Contractor fails, refuses or neglects to comply with the provisions of Chapter 3 of City's Code, then such failure shall be deemed a total breach of this Contract and this Contract may be terminated, cancelled or suspended, in whole or in part, and Contractor may be declared ineligible for any further contracts funded by City for a period of one (1) year. This is a material term of this Contract.

Sec. 50. Compliance with Laws. Contractor shall comply with all federal, state and local laws, ordinances and regulations applicable to the work and this Agreement. Contractor shall maintain in effect all the licenses, permissions, authorizations, consents and permits that it needs to carry out its obligations under this Agreement.

Sec. 51. Prevailing Wage. If the Agreement exceeds \$75,000.00 and any of the Services performed by Contractor includes construction, reconstruction, improvement, enlargement, alteration, painting and decorating, or major repair, that is subject to the Missouri Prevailing Wage Law (Section 290.210, RSMo – 290.340, RSMo), Contractor shall immediately notify the City prior to performing Services so the parties can execute an agreement that incorporates the appropriate Wage Order. Contractor shall comply with all requirements of Section 290.210, RSMo – 290.340, RSMo even if Contractor fails to notify the City.

Sec. 52. Construction and Design Contracts. CONTRACTOR shall provide a payment bond and performance bond for public works projects in the amount of the public work project if the amount of the public work project exceeds \$50,000.00. For purposes of requiring a payment bond and performance bond, "Public works", means the erection, construction, alteration, repair or improvement of any building, road, street, public utility or other public facility owned by the public entity, including work for nongovernmental purposes.

Sec. 53. Letter of Credit. To ensure that CONTRACTOR is in conformance with CONTRACTOR's obligations under this Contract and CONTRACTOR remits the monthly deposits received by CONTRACTOR on behalf of the CITY, CONTRACTOR shall provide an "irrevocable letter of credit" (ILC) that names the CITY as beneficiary. The ILC shall, at minimum, be a written commitment by a federally insured financial institution in the amount of \$360,000.00, to be presented by the CITY by written demand should CONTRACTOR fail to timely remit the monthly deposits due under this Contract. The letter of credit shall be unconditional and irrevocable and require no other document other than a written demand by the CITY and presentation of the ILC. The ILC shall be valid for the duration of the Contract, and shall be effective for any additional renewals and transition terms entered into by the parties.

Sec. 54. Performance Bond. CONTRACTOR shall furnish a Performance Bond, to CITY on CITY furnished forms, executed by a Surety, in the amount of this \$450,000.00 guaranteeing CONTRACTOR's faithful performance of each and every term of this Contract and all authorized changes thereto. All Bonds required by the Contract Documents to be purchased and maintained by CONTRACTOR shall be obtained from surety or insurance companies that are duly licensed in the State of Missouri and in the jurisdiction in which the Project is located, All surety and insurance companies shall hold an A.M. Best rating of A-, V, or better.

CONTRACTOR

I hereby certify that I have the authority to execute this document on behalf of CONTRACTOR.

Contractor: DocuSigned by: Mike Kuziak
2A79716D85E94D3...

By: _____

Title: COO

Date: 2/26/2025

APPROVED AS TO FORM

DocuSigned by: Jim Brady 3/4/2025
849C8BACCC08297
Assistant City Attorney (Date)

KANSAS CITY, MISSOURI

By: DocuSigned by: Keely Golden
D4A288F30A55473

Title: Assistant Chief Procurement Officer

Date: 3/4/2025

Attachment A: Scope of Work

SCOPE OF SERVICES

1. SERVICES TO BE PERFORMED

General Overview of Services

Operate City-owned and managed parking facilities, which can include surface lots, garages, and City Right of Way as approved through the City's annual funding process in a first-class and reputable manner consistent with parking industry standards.

No other service, sale of merchandise, solicitation or other activities, whether or not a fee is exacted, or a payment is being made, for such service, sale of merchandise, solicitation or other activities shall be undertaken by operator or permitted to be undertaken by others without the prior written approval of City, which approval may be conditional and subject to revocation.

The enumeration herein of duties and obligations shall not be construed as limiting the obligations as set forth elsewhere within this scope and incorporated documents. City is a party to various agreements (which documents have been incorporated) relating to the use and operation of the Garages. Notwithstanding anything herein to the contrary, services shall, in all respects, be conducted in accordance with and subject to the terms and conditions of those agreements as they relate to each of the Garages, and no action that would result in City's violating the terms and conditions of those agreements.

General Duties

Generally follow all operating directives and instructions of City's Parking Administrator and in addition

Operator will complete and/or adhere to the following::

1. Obtain all applicable permits, licenses and inspections necessary and incidental to the operation of the garages and the performance of the Contract.
2. Comply with all applicable federal, state and local governmental laws and regulations pertaining to the operation of the garages and the performance of the Contract, and provide proof of compliance to City if requested.
3. Provide appropriate levels of management and staffing for the Garages, including a competent on-site manager for garages. Management must be responsive to day-to-day Garages operational needs and Manager shall be "on-call" to the City at all times.
4. Provide full-time staff assigned during daytime hours to assist with customer issues for Auditorium Plaza Garage and Arts District Garage, this trained person will be on-site and respond to patrons needs.

5. Provide competent and well trained staff during all appropriate operating hours and for events as required by operational tempo and garage uses. The staffing levels shall be consistent with individual operational needs for the garages.
6. Provide staffing plans for each garage including position, estimated hours and payroll which must be approved by the City.
7. Assure that employees having routine direct contact with parking patrons (either verbally and/or written) are able to fluently speak, write, and comprehend the English language. This includes, without limitation, all cashiers, supervisors and managers,
8. Ensure that if any of the Garages reaches capacity appropriate measures are taken to provide customer assistance in finding additional parking to include greeting patrons at the entry points and directing them to open parking. On occasion coordination with non-municipal parking garages must occur to effectively support patron parking needs.
9. Maintain a continuing employee training program to include knowledge of Garages PARCS and customer service training as to ensure maximum efficiency of performance.
10. Assume responsibility as primary contact for Garages PARCS and facilitate a systems maintenance program.
11. Check all elevators in the garages daily in the morning to ensure they are clean and in good operating condition. If not operational report to maintenance team immediately and place typed large font "Temporary Out of Service" signs on them.
12. Keep the garages free from accumulation of waste materials, stored materials, snow, ice, water, standing water, grease and oil from vehicles and rubbish and post warning signs where appropriate.
13. Collect in a timely manner all Special Event and Transient parking fees and other revenue generated as a result of the operation of the Garages and deposit on a daily basis all parking fees and other revenue generated in an account designated by the City, and, where necessary, prepare and transmit invoices.
14. Collect parking revenue from Monthly parkers and deposit revenue generated in an account through its internet based system and shall deposit these funds into an OPERATOR account designated by the City, and, where necessary, prepare and transmit invoices..
15. Will perform due diligence with regard to access control for all garages to include audit of access devices which will be reported with monthly Profit & Loss statements.
16. Charge set up fee and appropriate replacement cost for lost or damaged access devices consistent with industry standards and advise the City in advance when additional access devices are needed and provide access device audits monthly to accompany P&L Statements.
17. Require all employees, while on duty, to be well groomed, to wear the prescribed uniform and ensure the uniform is being worn properly.

18. Provide a clear audit trail of all transactions, both revenue and expenses.
19. Attend parking related meetings at the direction of City staff.
20. Ensure appropriate staff is available to address garage issues 24 hours per day, 365 days per year.
21. Monitor the Garages daily conducting license inventory to identify any abandoned or illegally parked vehicles and report same to the City.
22. Operate the Garages in a manner to promote the highest quality of service and to maximize revenue while controlling (and where possible, reducing) operating expenses.
23. Perform, or cause to be performed, routine criminal background and driving record checks, and pre-employment drug and alcohol screening, of all potential employees assigned to the Garages.
24. Upon request supply the City with employee identification information for each employee assigned to the Garages and a current photo of each employee.
25. The City reserves the right to request the removal and replacement of any employee assigned to the Garages at any time.
26. Provide job descriptions including all duties and requirements of individual staff positions and complete staffing plans for each facility which will be included in this contract and the Standard Operations Facilities Procedures manual which will be delivered to the City within 60 days of operation.
27. Implement a customer service survey program that shall be mutually agreed upon by Operator and the City. Operator shall survey parking patrons to help measure service levels and patron satisfaction in the Garages at least annually.
28. Participate in a "secret shopper" program with a company to be mutually selected by City and provide results to the City. The Garages will be shopped monthly.
29. Make policy recommendations and identify, study and making recommendations for addressing parking and transportation needs within the city. Operator shall make its recommendations to the director of public works and shall advise the council from time-to-time as requested. Operator may make its recommendation with regard to any parking and transportation issue including, but not limited to:
 30. Pricing for on-street parking;
 31. Time limits for on-street parking;
 32. Methods for optimizing the use of existing parking inventory;
 33. Coordination with public transit;
 34. Encouraging the use of off-street parking after hours;

35. Parking stickers/decal/permit utilization;
36. Best practices for the issuance of off-street parking variances;
37. Utilization of multi-space pay stations;
38. Alternate on-street parking configurations;
39. Way-finding signage systems;
40. Implementation of Greater Downtown Area Plan recommendations regarding parking, transportation and walkability;
41. Providing feedback on enforcement policy and practices, including the recommendation to the City Council of a schedule of civil fines for parking violations;
42. Identifying public-private transportation and parking related projects that may be funded by leveraging available public and private funds with parking revenues generated within particular geographical regions or districts of the city and which are in excess of the revenue needed to meet the operating costs of the city's parking services division and service the debts on publicly-owned parking garages;
43. Investigating methods to address debt service associated with the city's parking structures; and
44. Addressing traffic flow and circulation through the downtown loop.
45. Administration and oversight of violation adjudication. Operator is charged with administering and overseeing the city's administrative adjudication process for certain parking and non-moving ordinance violations in accordance with Section 70-42.
46. Enforcement of certain parking and non-moving ordinance violations in accordance with Section 70-42.
47. Administration and oversight of scoff enforcement and/or towing policies as set forth by Public Works.

Consultations with District Clients and Tenants - Operator will complete and/or adhere to the following:

1. Schedule and perform garage walk-throughs and maintain checklists to be turned in with the monthly profit and loss reports. Designated City staff and clients shall be invited but need not be present to conduct walk-throughs.
2. Meet with client representatives of garages upon request, to discuss any operational and maintenance concerns related to the Garages. City staff shall be invited but need not be present for to participate in such meetings.

3. Provide contact information to clients including both office and cell phone numbers for key staff associated with the operation of the garages and update as needed.
4. Respond to client and tenant concerns and inquires within 24 hours
5. Work collaboratively to make minor adjustments to signage within the garages provided however that any signage changes shall be subject to consent of City
6. Develop valet operations plans to support the Convention Center events and Kauffman Center for Performing Arts Center events.

Garages Floor Areas- Entrance and Exit Ramps - Operator will complete and/or adhere to the following:

1. Conduct sweeping, mopping, vacuuming and general floor cleaning and maintenance as needed.
2. Remove snow and ice, water and standing water from entry and exit points extending to the street curb as needed.
3. Remove snow and ice from sidewalks, on and around parameter of garages.
4. Safety warning signs, "wet floor" signs, etc. will be set up in areas where cleaning and/or wet floor or slippery floor conditions may be a hazard.
5. No dirt or debris will be left in corners, behind curbs, beneath parked vehicles, or inlets. Gum and other foreign matter will be removed during the policing and cleaning process. Observable dirt and other hard to reach areas will be picked up, swept by hand or vacuumed.

Operation of the Garages- Operator will complete and/or adhere to the following:

1. Operate the Garages in a first-class manner as specified herein so as to provide efficient and well-managed off-street parking services to the general public and to maintain a positive public perception of safety and quality in order to encourage usage and repeat business.
2. Operate the Garages in compliance with all applicable Federal, state and municipal laws, rules or regulations.
3. Not permit or cause any lien or encumbrance to be placed against the Garages through any intentional or negligent act or omission.
4. Maintain sufficient operating personnel to provide service parkers at the Garages when needed and ensure PARCS equipment customer service call system is working properly and monitored.
5. Ensure event parking signage is deployed before events begin and removed and placed into appropriate storage after event ends.
6. Monitor parking equipment to ensure satisfactory operation of mechanical equipment such as ticket

dispensing machines, signs, traffic control and revenue control devices and pull tickets daily.

7. Perform housekeeping and operator maintenance and lead participation in facilities maintenance program.
8. Use its best efforts to promptly repair any gate arm equipment malfunction and to monitor all other automated equipment .
9. Utilize parking tickets in an approved form and content, which may include periodic changes as deemed appropriate by the City and Developer.
10. Ensure garages are available for parking and operational twenty-four (24) hours daily and three hundred sixty five (365) days annually.
11. Schedule off-duty police security or armed security in accordance with agreed upon staffing levels and instruct security to complete incident reports for all incidents that occur while they are working. Garage management will complete incident reports when they occur when security is not working. Copies of all incident reports must be turned into Parking Services and City Security.
12. Ensure staff are assigned to respond to PARCS service related items in the garages overnight.

Impermissible Conduct - Operator understands the following:

1. In no event will Operator enter into agreements by which any spaces are reserved or set aside for the use of one or more parkers without prior written approval, except in the use of designated ADA accessible reserved parking spaces, the location, quantity and type of which shall be in accordance with all applicable laws.
2. In no event will Operator enter into agreements by which spaces are committed (whether or not reserved or set aside) for the use of one or more parkers without prior written approval.
3. In no event will Operator vary from the approved schedule of rates, hourly, daily, weekly or monthly without prior written approval.
4. In no event will Operator allow the use of parking spaces for non-parking purposes without prior written approval.

Minor Emergency Repairs to Patron Vehicles - Operator will complete and/or adhere to the following.:

1. Assist all garage patrons who encounter mechanical difficulty or flat tires and help them obtain sufficient repairs to enable them to depart from the Garages.
2. Such repair or aid shall not be offered as a service of the Garages without prior written approval.
3. Operator shall assist the parking patron in obtaining such aid from any person or entity designated by the parking patron.
4. Operator shall obtain a waiver from such parking patron releasing all others from any liability for such repairs such waiver shall be in a form acceptable to City.

5. No repairs or work of any vehicle beyond that necessary to make it possible to remove the vehicle from the Garages shall be permitted without the prior written approval of City's Parking Administrator.

Parking Market & Garage Utilization: Operator will complete and/or adhere to the following:

1. Provide a quarterly rate survey to the City for public parking including the Central Business District, Crossroads and River Market or other areas as requested or directed by the City.
2. Advise the City quarterly on parking utilization opportunities for all garages.
3. Develop a marketing plan to maximize utilization of parking spaces.
4. Monitor municipal spaces counts daily to ensure they are accurate.
5. Make recommendations to the City regarding the use of parking aggregators and manage multiple parking aggregators to sell parking in all garages.

Signs and Displays. Operator will complete and/or adhere to the following:

1. Not install any signs, advertising devices, window or door lettering, or placards, without the prior written approval of City.
2. Ensure all new signs must ParkKC brand/logo
3. Ensure displays for municipal spaces counts are accurate.
4. Ensure signs that are visible to patrons must be typed and professional in appearance (no hand-written signs even for temporary signs)
5. Prohibit the display or distribution of any advertising matter such as handbills, promotions, flyers on or in the Garages without prior written approval
6. Make recommendations for signage that will assist in the marketing and operation of the Garages

Maintenance and Repairs – City Responsibility

1. City shall be responsible for all capital repairs, or replacements of a structural or mechanical nature, including, but not limited to, electrical, plumbing, pavement repair, painting of the structure, repairs to the walls and floors of the Garages, and maintenance of the ventilation system, overhead doors, elevators, and window washing, except for those capital repairs or replacements necessitated by the negligent or willful acts of Operator and its employees. When operator becomes aware of any condition, such as leaking, cracking or settlement, indicating that structural maintenance or repairs of a preventative nature would be advisable, Operator shall promptly notify the maintenance team, and P1 Group and City of such condition.

2. City shall be responsible, at its sole costs and expense, for the maintenance, repair and replacement of the following: PARCS including intercoms, exit verifiers, ticket dispensers, tickets, gates, gate arms, pay-on-foot machines and cameras, elevators, fire control systems, all light fixtures and bulbs, drains and water leaks, and any costs associated with maintaining Payment Card Industry compliance as applicable for any parking equipment within the Garages.
3. City shall have the absolute right to make any repairs, alterations, and additions to the Garages or any structure of the Garages, free from any and all liabilities to Operator, or damages of any nature whatsoever to Operator occasioned during the making of such repairs, alterations, and additions.

Repairs & Maintenance – Operator will complete and/or adhere to the following:

1. Operator will participate in the management and oversight for a facilities maintenance program that includes annual and periodic repairs and maintenance .
2. Provide ordinary and necessary housekeeping maintenance appropriate for the Garages in accordance with prescribed guidelines as directed by City.
3. Track the equipment maintenance program for the Garages PARCS consistent with manufacturer recommendations.
4. Use reasonable diligence in the care and protection of the Garages during the term of the contract and assigned office spaces.
5. Operator management will perform monthly garage inspections for all garages and submit repairs & maintenance evaluation checklists submitted with the P&L Statements.
6. Ensure sufficient sweeping, cleaning or washing to keep the Garages clean and free of dirt, debris, and obstructions to pedestrian or vehicular passage performed early hours before daily parkers begin to arrive.
7. Operator will make provisions for cleaning garages after special events to ensure trash is picked up and removed as needed before the next event or business day
8. Perform semi-annual pressure washing of all Garages spaces and spot pressure washing of parking spaces as needed and provide calendar for pressure washing prior to each contract renewal.
9. Keep the Garages free of accumulated snow, ice, and standing water; provided, however, no chemicals shall be utilized for snow and ice melting/removal that would cause concrete to deteriorate.
10. Repair gate arms so that they are at all times in good working order.
11. Ensure that lighting is adequate at all times and in all parts of the Garages, that satisfies the standards for lighting of public automobile parking garages as, from time to time, are jointly promulgated by the National Parking Association and the National Illuminating Engineering Society and Maintenance of all light fixtures.
12. Refrain from the unsafe or illegal storage of any dangerous, controlled or hazardous material of any kind anywhere at the Garages.
13. Ensure all trash and debris is removed from the garages at all times.

14. Perform annual repainting of all parking stall striping, zone marking and traffic control marking, semi-annual painting of islands and bollards and periodic spot painting of those itmes as needed.
15. Must take appropriate care when removing snow to include appropriate icemelt, rubber blades in garages to protect floors where appropriate and special care on garage roofs. A snow removal plan submitted with proposal.
16. Not make any additions, alterations or modifications to the garages without first obtaining approval from the City

Other Facilities and Equipment. Operator will complete and/or adhere to the following.:

1. Purchase and maintain such hand tools, supplies and expendable equipment as shall be necessary for the efficient operation of the Garages.
2. Operator will notify the City of any needed replacements made within 24 hours.

Equipment Inventory, Operator will complete and/or adhere to the following.:

1. At the commencement of this Contract, City's Parking Administrator and Operator will inventory all equipment. Inventory will be reconciled upon termination of Contract.
2. Operator shall reimburse City for the full and complete replacement costs for all missing or damaged items, provided, the loss of or damage to the items was due to the misconduct or negligence of Operator.

Reporting. Operator will complete and/or adhere to the following:

1. Daily revenue reports for each garage including deposit slips reflecting the bank deposit made by Operator and summary reports for each garage stating the full identification of revenue type and amount of each deposit
2. Inventory/layover reports supported by on-line Garages capacity count system reports printed at the time the night inventory is physically reported
3. Monthly and year-to-date cumulative summary of income, expenses and net operating revenues. Reports will reflect actual income/expense figures vs. budget figures, per line item
4. Total operating expenses and any reimbursable expenses incurred that have been approved in writing and, if requested, invoice and backup information for any other operating expenses;
5. Full ticket summary; Garages utilization reports for all types of parkers, including detailed transient, monthlies, validation and other transactions.

6. Current period accounts payable and accounts receivable, together with aging reports for each.
7. Reports on such other matters as may be reasonably required, which reports shall be remitted within thirty (30) days following the request;
8. Reports on damage, flood, fire, breakage, theft, vandalism, equipment downtime, injuries, or any other non-routine matter (no later than seventy-two (72) hours following the incident);
9. Employee rosters for the Garages, personnel time and payroll records;

Budgets - Operator will complete and/or adhere to the following.:

1. Operator shall provide City an itemized list of expenses that it recommends be included within the City's upcoming fiscal year budget May 1st – April 30th annually no later than August 31st.
2. Itemized list shall not include expenses the Operator is already obligated to perform/provide as part of its compensation.
3. Operator shall make revenue recommendations annually no later than August 31st.

Audits - Operator will complete and/or adhere to the following.:

1. Operator shall, at its own expense, hire a third party to conduct an annual comprehensive garage audit that includes financial and operational review.
2. A copy of the audit will be forwarded to the City Administrator no-later than April 1st each calendar year

Transfer and Payment of Monies. Operator will complete and/or adhere to the following.:

1. Use methods widely accepted in the parking industry to collect or cause to be collected all of the gross receipts from the operation and use of the Garages.
2. The gross receipts collected at each garage shall be deposited individually daily into a bank account designated by City ("City's Depository Account")
3. Operator shall be responsible for reconciliation of credit cards accepted at the Garages. City shall be the merchant of record and shall also be responsible for reconciliation of credit cards accepted at the Parking Facilities with transactions in City's Depository Account
4. Operator shall be provided garage deposit reports to review the City Depository Account information and shall provide exceptions to City showing any and all credit card transactions that do not clear within 72 hours

5. Operator shall reconcile revenue received at the Parking Facilities to bank statements for the City's Depository Account within ten (10) days after the end of each calendar month
6. Operator shall obtain and file daily with the City a receipted deposit slip for each transaction
7. Operator shall also deposit monthly parking revenues into the City's Depository Account within 10 days after the end of each calendar month

Miscellaneous Provisions. Operator will complete and/or adhere to the following.:

1. Operator will serve in the capacity as consultant to the City from time to time for parking and mobility related matters.
2. Develop a Standard Operating Procedures (SOP) Manual within ninety (90) days following commencement of this Contract and provide the City with a copy of the manual for each garage in hard copy and electronically.
3. Ensure SOP is made available to garage employees. In addition to daily operational guidance, general schedules, sell-out procedures, etc...
4. SOP must include emergency procedures for responding to garage incidents, fires, accidents, medical emergencies, robberies, bomb threats, and other natural or man-made emergencies.
5. As part of the operating expenses associated with this contract, below is a list of additional expense categories that may be realized throughout the term of the agreement:

ADDITIONAL DAILY OPERATING COSTS*

- Insurance: Garage Keepers Liability (GKL), Vehicle Insurance, Lost Policy Release (LPR)-warranties and maintenance agreements
- Bonds (Performance, Surety, etc.)
- Professional Services (accounting, external certified audit, HR, O365, IT, time clocks, payroll)
- Management Fee (profit and overhead)
- Permit, Licenses, Bank Fees, Credit Card Fees
- Data Storage, Processing, and Reporting Services (Business Intelligence)
- PCI compliance
- Call Center
- Armored car service
- Vehicle Fuel, Maintenance and Repairs
- Travel / Mileage
- Monthly Agreements: Rent, cameras (CAM), facility utilities, facility internet & cell phones
- Handheld / Ticket Writers (Zebras) - Monthly Service Agreement
- Office Supplies- to include postage, mailing, ticket stock, envelopes & safety supplies
- Facility supplies: Uniforms, meter bags, janitorial supplies, lightbulbs, deicer solution, salt spreader
- Misc. Services: Power washing, power sweeping, snow removal, painting, striping

- Repair Services: Electrical, Plumbing, Lighting fixtures, Gate and arm gates, Elevator repairs & maintenance
- Booth repair and removal
- Fire panel and extinguisher
- Garage deck x-ray
- Misc. purchases as directed by owner / agency, as related to parking, transportation and mobility services

*** Items above include but are not limited to what are considered daily operating costs and would be reimbursed at cost.**

No material and handling fee would be added. All items would be invoiced monthly with substantiated back-up.

ADDITIONAL MATERIAL PROCUREMENT *

- Meters / Pay stations
- Meter spare parts
- Signage
- Poles / Hardware
- PARCS Equipment
- Preventative maintenance agreements
- Snow and Ice plows
- Asphalt / Concrete repair
- Handheld / Ticket Writers (Zebras) - purchase
- Cell Phones - purchase
- Vehicle or alternative vehicle Leases / purchase
- LPR Units - purchase
- Subcontract - Specialized Labor
- Computers and Servers
- Office Furniture and Equipment / Systems
- Misc. Procurements (as directed by customer) as related to parking, transportation and mobility services

*** Note: Items that fall under the procurement scope would be subject to a material and handling fee not to exceed 5% which will offset the costs associated with the procurement.**

Liquidated Damages - Operator understands the following:

1. If employee fails to wear any part of the prescribed uniform while on duty, CITY may deduct and retain payment for those hours worked while employee was not in the prescribed uniform.
2. Failure to complete the abandoned vehicle inventory and make the same available to CITY on a daily basis, CITY may deduct and retain the sum of one hundred dollars (\$100.) each day the inventory is not completed and/or made available.

3. Failure to deposit the receipts within three (3) business days of their collection, CITY may deduct and retain the sum of two hundred dollars (\$200.) for each late day. (This shall not preclude CITY from being able to institute and maintain an action for the collection of the actual receipts)
4. Failure to clean the Garages to the required standard (as determined by CITY in its sole discretion) and failure to correct the deficiency to CITY's satisfaction within twenty-four (24) hours after being so notified, CITY may complete or cause another to complete the work and may deduct and retain the sum of one hundred fifty dollars (\$150.) per hour.
5. Failure to staff at predetermined levels in accordance with staffing plans which will be mutually agreed upon CITY may deduct one hundred dollars (\$100.) per hour or the amount of lost revenue resulting from failure to staff.

Attachment B: Pricing

Section 1. Total Monthly Flat Fee: CITY shall pay CONTRACTOR the total flat monthly amount of \$36,692.00 as set forth in the Omnia OpEx Budget set forth below that includes for each location/activity: Monthly Management Fee, Monthly Garage Keepers and Liability Fee, and Professional Services Fee (that includes Data Storage, Processing, and Reporting Services (Business Intelligence), PCI compliance and the Call Center.)

| Omnia OpEx Budget | | | |
|-------------------|--|--|-------------------------------|
| | MGMT Fee (flat annual per service location below) | Garage Keepers and Liability Fee | Professional Services Fees |
| Surface Lots | \$30,000 | \$29,820 | \$36,105 |
| JE Dunn | \$15,000 | \$6,750 | \$17,550 |
| EW | \$15,000 | \$28,516 | \$17,566 |
| Arts | \$15,000 | \$17,560 | \$18,206 |
| WB | \$15,000 | \$8,040 | \$18,016 |
| | | | |
| Meters | \$50,000 | \$10,560 | \$18,330 |
| Enforcement | \$50,000 | \$7,992 | \$15,296 |

| | | | | |
|--------------------------|--------------|------------|--------------|--------------|
| Total Monthly Fixed Fees | \$15,833.00 | \$9,103.00 | \$11,756.00 | \$36,692.00 |
| Total Annual Fees: | \$190,000.00 | 109,238.00 | \$141,069.00 | \$440,301.00 |

Section 2. Hourly Labor Rates: In addition to the Total Monthly Flat Fee, CITY shall pay CONTRACTOR for all labor hours expended by CONTRACTOR at the Labor Rates set forth in the Labor Rate Table set forth below:

Labor Rates

| Minimum Hiring Wage | Program Manager (PM) | Assistant PM | Data Analyst | Operations Manager | Meter Technician |
|---|----------------------|----------------|----------------|--------------------|------------------|
| Hiring Wage Per Classification | \$46.12 | \$36.60 | \$34.02 | \$34.19 | \$26.61 |
| Taxes, WC, Benefits, HR, Management Fee | \$20.74 | \$16.46 | \$15.30 | \$15.37 | \$11.96 |
| | \$4.65 | \$3.69 | \$3.43 | \$3.45 | \$2.68 |
| Contract Rate | \$71.50 | \$56.75 | \$52.75 | \$53.00 | \$41.25 |

| Bookkeeper/Clerk | Meter Collector | Parking Enforcement Officer 1 | Parking Enforcement Officer 2 | Parking Enforcement Supervisor | Cashier/Ambassador |
|------------------|-----------------|-------------------------------|-------------------------------|--------------------------------|--------------------|
| \$26.33 | \$22.39 | \$22.58 | \$25.67 | \$28.77 | \$20.00 |
| \$11.84 | \$10.07 | \$10.15 | \$11.54 | \$12.93 | \$9.00 |
| \$2.65 | \$2.26 | \$2.28 | \$2.59 | \$2.90 | \$2.00 |
| \$40.82 | \$34.72 | \$35.00 | \$39.80 | \$44.60 | \$31.00 |

| Valet Attendant | Supervisor | Shuttle Driver (non-CDL) – (not including bus) | Shuttle Driver (CDL) – (not including bus) |
|-----------------|----------------|--|--|
| \$20.00 | \$20.77 | \$22.00 | \$24.00 |
| \$9.00 | \$9.34 | \$9.90 | \$10.80 |
| \$2.00 | \$2.09 | \$2.20 | \$2.20 |
| \$31.00 | \$32.20 | \$34.10 | \$37.20 |

Section 3. Additional Daily Operating Costs. In addition to the Total Monthly Flat Rate and Total Amount of Labor Costs charged by CONTRACTOR to the CITY, CITY shall reimburse CONTRACTOR each month for the Additional Daily Operating Costs with no mark-up by CONTRACTOR:

- Ominia Two (2) percent fee;
- Bonds (Performance, Surety, etc.) if the City authorizes construction
- Permit, Licenses, Bank Fees,
- Credit Card Fees
- Armored car service
- Vehicle Fuel, Maintenance and Repairs
- Travel / Mileage / Rental bus units
- Monthly Agreements: Rent, cameras (CAM), facility utilities, facility internet & cell phones
- Handheld / Ticket Writers (Zebras) - Monthly Service Agreement
- Office Supplies- to include postage, mailing, ticket stock, envelopes & safety supplies
- Facility supplies: Uniforms, meter bags, janitorial supplies, lightbulbs, deicer solution, salt spreader
- Misc. Services: Power washing, power sweeping, snow removal, painting, striping
- Repair Services: Electrical, Plumbing, Lighting fixtures, Gate and arm gates, Elevator repairs & maintenance
- Booth repair and removal
- Fire panel and extinguisher
- Garage deck x-ray
- Misc. purchases as directed by owner / agency, as related to parking, transportation and mobility services

* Items above include but are not limited to what are considered daily operating costs and would be reimbursed at cost.

No material and handling fee would be added. All items would be invoiced monthly with substantiated back-up.

Section 4. Handling Fee. At the request of the CITY, CONTRACTOR shall procure the Item(s) listed below and CITY shall reimburse the CONTRACTOR for the actual cost of the Item(s) and CITY shall pay CONTRACTOR a Handling Fee of five (5) percent to offset the cost of the procurement for the Item.

ADDITIONAL PROCUREMENT ITEMS

- Meters / Pay stations
- Meter spare parts
- Signage
- Poles / Hardware
- PARCS Equipment
- Preventative maintenance agreements
- Snow and Ice plows
- Asphalt / Concrete repair
- Handheld / Ticket Writers (Zebras) - purchase
- Cell Phones - purchase
- Vehicle/Bus or alternative vehicle Leases / purchase
- LPR Units - purchase
- Subcontract - Specialized Labor
- Computers and Servers
- Office Furniture and Equipment / Systems
- Misc. Procurements (as directed by customer) as related to parking, transportation and mobility services

CITY OF FOUNTAINS
HEART OF THE NATION



KANSAS CITY
MISSOURI

CONTRACTOR UTILIZATION PLAN/REQUEST FOR WAIVER

Project Number EVP3425

Project Title LAZ Parking Operations Management

City of Kansas City Public Works Department
(Department Project)

Public Works
Department

LAZ Parking Midwest, LLC
(Bidder/Proposer)

STATE OF Missouri)

COUNTY OF Jackson) ss

I, Jeffrey McLees, of lawful age and upon my oath state as follows:

1. This Affidavit is made for the purpose of complying with the provisions of the MBE/WBE submittal requirements on the above project and the MBE/WBE Program and is given on behalf of the Bidder/Proposer listed below. It sets out the Bidder/Proposer's plan to utilize MBE and/or WBE contractors on the project.

2. The project target goals are 11 % MBE and 11 % WBE.

3. Bidder/Proposer assures that it will utilize a minimum of the following percentages of MBE/WBE participation in the above project:

BIDDER/PROPOSER PARTICIPATION: 11 % MBE 11 % WBE

POST-BID/POST-RFP ESTIMATED BUDGET: \$ 4,200,000.00

4. The following are the M/WBE subcontractors whose utilization Bidder/Proposer warrants will meet or exceed the above-listed Bidder/Proposer Participation. Bidder/Proposer warrants that it will utilize the M/WBE subcontractors to provide the goods/services described in the applicable Letter(s) of Intent to Subcontract, copies of which shall collectively be deemed incorporated herein). *(All firms must currently be certified by Kansas City, Missouri)*

Name of M/WBE Firm Crowd Systems Inc.

Address 4050 Pennsylvania Ave, Suite 111 Kansas City, MO 64111

Telephone No. 816.756.1775

I.R.S. No. 43-1252882



Name of M/WBE Firm Image Staffing
 Address 1100 Main Street, Suite 1945 Kansas City, MO 64105
 Telephone No. 816.470.9060
 I.R.S. No. 45-3857351

Name of M/WBE Firm _____
 Address _____
 Telephone No. _____
 I.R.S. No. _____

Name of M/WBE Firm _____
 Address _____
 Telephone No. _____
 I.R.S. No. _____

Name of M/WBE Firm _____
 Address _____
 Telephone No. _____
 I.R.S. No. _____

Name of M/WBE Firm _____
 Address _____
 Telephone No. _____
 I.R.S. No. _____

(List additional M/WBEs, if any, on additional page and attach to this form)

4. The following is a breakdown of the percentage of the total contract amount that Bidder/Proposer agrees to pay to each listed M/WBE:

MBE/WBE BREAKDOWN SHEET


MBE FIRMS:

| Name of MBE Firm | Supplier/Broker/Contractor | Subcontract Amount* | Weighted Value** | % of Total Contract |
|------------------|----------------------------|---------------------|------------------|---------------------|
| Image Staffing | | \$ 462,000.00 | | 11.00 |
| _____ | _____ | _____ | _____ | _____ |
| _____ | _____ | _____ | _____ | _____ |
| _____ | _____ | _____ | _____ | _____ |
| _____ | _____ | _____ | _____ | _____ |
| _____ | _____ | _____ | _____ | _____ |



- 6. Bidder/Proposer acknowledges that it is responsible for considering the effect that any change orders and/or amendments changing the total contract amount may have on its ability to meet or exceed the Bidder/Proposer participation. Bidder/Proposer further acknowledges that it is responsible for submitting a Request for Modification or Substitution if it will be unable to meet or exceed the Bidder/Proposer participation set forth herein.
- 7. If Bidder/Proposer has not achieved both the M/WBE goal(s) set for this Project, Bidder/Proposer hereby requests a waiver of the MBE and/or WBE goal(s) that Bidder/Proposer has failed to achieve
- 8. Bidder/Proposer will present documentation of its good faith efforts, a narrative summary detailing its efforts and the reasons its efforts were unsuccessful when requested by the City.
- 9. I hereby certify that I am authorized to make this Affidavit on behalf of the Bidder/Proposer named below and who shall abide by the terms set forth herein:

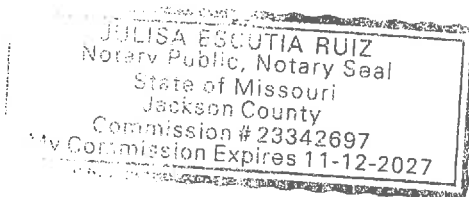
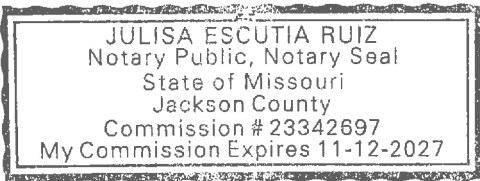
Bidder/Proposer primary contact: Jeffrey McLees
 Address: 416 Nichols Rd., Kansas City, MO 64112
 Phone Number: 816.315.3986
 Facsimile number: _____
 E-mail Address: jmclees@lazparking.com

By: 
 Title: General Manager
 Date: 8/8/24
 (Attach corporate seal if applicable)

Subscribed and sworn to before me this 8 day of August, 2024

My Commission Expires: 11-12-2027


 Notary Public



JPMORGAN CHASE BANK, N.A.
TRADE & WORKING CAPITAL
10410 HIGHLAND MANOR DRIVE, FLOOR 03
TAMPA, FL 33610-9128
SWIFT: CHASUS33

To:
LAZ KARP ASSOCIATES, LLC
ONE FINANCIAL PLAZA 14TH FLOOR
HARTFORD, CT, 061032502

Date: 13 Feb 2025
Subject : Acknowledgement Advice for Standby Letter of Credit
Our Reference : NUSCGS055715

Dear Sir/Madam,

Your Reference : KANSAS CITY
Standby LC Reference : NUSCGS055715
Account Party : LAZ PARKING MIDWEST, LLC
1 FINANCIAL PLAZA, 14TH FLOOR
HARTFORD, CT 06103
Beneficiary : CITY OF KANSAS CITY, MISSOURI
414 E 12TH STREET
KANSAS CITY, MO 64106
ATTN: TAMMY L QUEEN, DIR OF FINANCE

As per your request we have issued our Irrevocable Standby Letter of Credit in the favor of beneficiary under our reference number stated above.

We hereby enclose the copy of the Irrevocable Standby Letter of Credit for your information and record purpose.

All inquiries regarding this transaction may be directed to our Client Service Group quoting our reference NUSCGS055715 using the following contact details:
Telephone Number: 1-800-634-1969
Email Address: gts.client.services@jpmchase.com

Continuation of our Reference NUSCGS055715

COPY OF STANDBY LETTER OF CREDIT ISSUED

DATE : 13 Feb 2025

IRREVOCABLE STANDBY LETTER OF CREDIT REFERENCE NO.: NUSCGS055715

TO: CITY OF KANSAS CITY, MISSOURI
414 E 12TH STREET
KANSAS CITY, MO 64106
ATTN: TAMMY L QUEEN, DIR OF FINANCE

DEAR SIR/MADAM,

WE HEREBY ISSUE OUR IRREVOCABLE STANDBY LETTER OF CREDIT IN YOUR FAVOR.

| | | |
|-----------------|---|--|
| BENEFICIARY | : | CITY OF KANSAS CITY, MISSOURI 414 E 12TH STREET KANSAS CITY, MO 64106 ATTN: TAMMY L QUEEN, DIR OF FINANCE |
| ACCOUNT PARTY | : | LAZ PARKING MIDWEST, LLC 1 FINANCIAL PLAZA, 14TH FLOOR HARTFORD, CT 06103 |
| DATE OF EXPIRY | : | 31-JAN-2026 |
| PLACE OF EXPIRY | : | OUR COUNTER |
| AMOUNT | : | USD 360,000.00 |
| APPLICABLE RULE | : | ISP LATEST VERSION |

1. JPMORGAN CHASE BANK, N.A. HEREBY ISSUES THIS IRREVOCABLE STANDBY LETTER OF CREDIT NUMBER NUSCGS055715 (STANDBY LETTER OF CREDIT), IN FAVOR OF THE CITY OF KANSAS CITY, MISSOURI (BENEFICIARY), AT THE REQUEST OF LAZ KARP ASSOCIATES, LLC, 1 FINANCIAL PLAZA, 14TH FLOOR, HARTFORD, CT 06103, AND FOR THE ACCOUNT OF LAZ PARKING MIDWEST, LLC (APPLICANT), IN THE MAXIMUM AGGREGATE AMOUNT OF USD360,000.00 (THREE HUNDRED SIXTY THOUSAND AND 00/100 UNITED STATES DOLLARS).

2. WE UNDERTAKE TO BENEFICIARY TO PAY THE BENEFICIARY'S DEMAND FOR PAYMENT OF AN AMOUNT AVAILABLE UNDER THIS STANDBY LETTER OF CREDIT, UPON PRESENTATION OF A SIGNED AND DATED DEMAND FOR PAYMENT STATING THAT:

QUOTE

(A) THE APPLICANT IS OBLIGATED TO PAY THE BENEFICIARY THE AMOUNT DEMANDED, UNDER OR IN CONNECTION WITH AGREEMENT EVPXXXX BETWEEN THE BENEFICIARY AND THE APPLICANT, DATED _____(AGREEMENT).

(B) THE MONTHLY DEPOSITS COLLECTED BY APPLICANT ARE DEMANDED BY BENEFICIARY AFTER SUCH DEPOSITS ARE DUE AND UNPAID UNDER THE TERMS OF THE AGREEMENT.

(C) THE APPLICANT HAS DEFAULTED ON THE OBLIGATION TO PAY THE BENEFICIARY THE AMOUNT DEMANDED.

(D) THE BENEFICIARY STATES THAT THE PROCEEDS FROM THIS DEMAND

Continuation of our Reference NUSCGS055715

FOR PAYMENT WILL BE USED TO SATISFY THE ABOVE-IDENTIFIED OBLIGATIONS.

(E) WE HEREBY DEMAND THE AMOUNT OF USD _____ UNDER JPMORGAN CHASE BANK, N.A. LETTER OF CREDIT NO. NUSCGS055715.
UNQUOTE

SUCH DEMAND FOR PAYMENT SHALL BE PRESENTED TO US AS ISSUING BANK AT THE FOLLOWING PLACE FOR PRESENTATION ON OR BEFORE THE EXPIRATION DATE OF THIS STANDBY LETTER OF CREDIT:

JPMORGAN CHASE BANK, N.A.
ATTN: TRADE OPERATIONS-STANDBY LC'S
10410 HIGHLAND MANOR DRIVE, FLOOR 03
TAMPA, FL 33610-9128

3. SUBJECT TO THE PROVISIONS OF PARAGRAPH 4, THE FINAL EXPIRATION DATE OF THIS STANDBY LETTER OF CREDIT SHALL BE JANUARY 31, 2030.

4. THE EXPIRATION DATE OF THIS STANDBY LETTER OF CREDIT SHALL BE AUTOMATICALLY EXTENDED FOR SUCCESSIVE ONE (1) YEAR PERIODS, UNLESS WE ELECT IN OUR SOLE AND ABSOLUTE DISCRETION NOT TO EXTEND THE THEN-CURRENT EXPIRATION DATE OF THIS STANDBY LETTER OF CREDIT, AND NOTICE OF SUCH ELECTION IS SENT TO THE BENEFICIARY'S ADDRESS SET FORTH ABOVE BY CERTIFIED MAIL OR BY NATIONALLY RECOGNIZED COURIER (INCLUDING BUT NOT LIMITED TO UPS OR FEDEX), NOT LESS THAN SIXTY (60) DAYS PRIOR TO THE THEN-CURRENT EXPIRATION DATE. IN NO EVENT SHALL THE EXPIRATION DATE OF THIS STANDBY LETTER OF CREDIT BE SUBJECT TO AUTOMATIC EXTENSION BEYOND JANUARY 31, 2030, AND ANY PENDING AUTOMATIC ONE-YEAR EXTENSION SHALL BE INEFFECTIVE BEYOND SUCH DATE.

5. WE UNDERTAKE TO MAKE PAYMENT AGAINST A COMPLYING PRESENTATION UNDER THIS STANDBY LETTER OF CREDIT WITHIN THREE (3) BUSINESS DAYS AFTER PRESENTATION. PAYMENT WILL BE MADE IN IMMEDIATELY AVAILABLE FUNDS AT THE PLACE OF PRESENTATION OR BY WIRE TRANSFER TO AN ACCOUNT OF THE BENEFICIARY SPECIFIED BY THE BENEFICIARY IN THE DEMAND FOR PAYMENT.

6. PARTIAL AND MULTIPLE DRAWINGS ARE PERMITTED UNDER THIS STANDBY LETTER OF CREDIT.

7. THE AMOUNT AVAILABLE AT ANY TIME UNDER THIS STANDBY LETTER OF CREDIT SHALL BE THE MAXIMUM AGGREGATE AMOUNT LESS THE AGGREGATE AMOUNT OF ALL PARTIAL PAYMENTS PREVIOUSLY MADE AT SUCH TIME.

8. THIS STANDBY LETTER OF CREDIT IS NOT TRANSFERABLE IN WHOLE OR IN ANY PART.

9. THIS STANDBY LETTER OF CREDIT IS ISSUED SUBJECT TO THE INTERNATIONAL STANDBY PRACTICES (ISP98), INTERNATIONAL CHAMBER OF COMMERCE PUBLICATION NO. 590.

10. WE MUST COMPLY WITH ALL SANCTIONS, EMBARGO AND OTHER LAWS

Continuation of our Reference NUSCGS055715

AND REGULATIONS OF THE U.S. AND OF OTHER APPLICABLE JURISDICTIONS TO THE EXTENT THEY DO NOT CONFLICT WITH SUCH U.S. LAWS AND REGULATIONS ("APPLICABLE RESTRICTIONS"). SHOULD DOCUMENTS BE PRESENTED INVOLVING ANY COUNTRY, ENTITY, VESSEL OR INDIVIDUAL LISTED IN OR OTHERWISE SUBJECT TO ANY APPLICABLE RESTRICTION, WE SHALL NOT BE LIABLE FOR ANY DELAY OR FAILURE TO PAY, PROCESS OR RETURN SUCH DOCUMENTS OR FOR ANY RELATED DISCLOSURE OF INFORMATION.

11. PLEASE ADDRESS ALL CORRESPONDENCE REGARDING THIS LETTER OF CREDIT TO JPMORGAN CHASE BANK, N.A., ATTN: TRADE OPERATIONS-STANDBY LC'S, 10410 HIGHLAND MANOR DRIVE, FLOOR 03, TAMPA, FL 33610-9128, INCLUDING THE LETTER OF CREDIT NUMBER MENTIONED ABOVE.

All inquiries regarding this transaction may be directed to our Client Service Group quoting our reference NUSCGS055715 using the following contact details:

Telephone Number: 1-800-634-1969

Email Address: gts.client.services@jpmchase.com

Yours Faithfully,
JPMorgan Chase Bank, N.A.,



Authorized Signature
Tahir H Rana
VP - Operations Manager

END OF COPY

CITY OF KANSAS CITY
HEART OF THE NATION



KANSAS CITY
MISSOURI

PERFORMANCE BOND

Project Number EVP 3425

Project Title Parking, Transportation, & Mobility Services

KNOW ALL MEN BY THESE PRESENTS: That LAZ Parking Midwest, LLC, as PRINCIPAL (CONTRACTOR), and U.S. Specialty Insurance Company, (SURETY), licensed to do business as such in the State of Missouri, hereby bind themselves and their respective heirs, executors, administrators, successors, and assigns unto Kansas City, Missouri, a constitutionally chartered municipal corporation, (OWNER), as obligee, in the penal sum of Four Hundred Fifty Thousand and 00/100 Dollars (\$ 450,000.00) for the payment whereof CONTRACTOR and SURETY bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS,

CONTRACTOR has entered into a Contract with OWNER for EVP 3425 - Parking, Transportation, & Mobility Services which Contract, including any present or future amendment thereto, is incorporated herein by reference and is hereinafter referred to as the Contract.

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION is such that, if CONTRACTOR shall promptly and faithfully perform said Contract including all duly authorized changes thereto, according to all the terms thereof, including those under which CONTRACTOR agrees to pay legally required wage rates including the prevailing hourly rate of wages in the locality, as determined by the Department of Labor and Industrial Relations or by final judicial determination, for each craft or type of workman required to execute the Contract and, further, shall defend, indemnify, and hold harmless OWNER from all damages, including but not limited to liquidated damages, loss and expense occasioned by any failure whatsoever of said CONTRACTOR and SURETY to fully comply with and carry out each and every requirement of the Contract, then this obligation shall be void; otherwise, it shall remain in full force and effect.

WAIVER. That SURETY, for value received, hereby expressly agrees that no change, extension of time, alteration or addition to the terms of the Contract or to the Work to be performed thereunder, shall in any way affect the obligations of this Bond; and it does hereby waive notice of any such change, extension of time, or alteration or addition to the terms of the Contract or the Work to be performed thereunder.

IN WITNESS WHEREOF, the above parties have executed this instrument the 23rd day of December, 2024.

CONTRACTOR

Name, address and facsimile number of Contractor

LAZ Parking Midwest, LLC
One Financial Plaza, 14th Floor
Hartford, CT 06103

I hereby certify that I have authority to execute this document on behalf of Contractor.

By: [Signature]
Title: Deputy CFO

(Attach corporate seal if applicable)

SURETY

Name, address and facsimile number of Surety:

U.S. Specialty Insurance Company

13403 Northwest Freeway

Houston, TX 77040

I hereby certify that (1) I have authority to execute this document on behalf of Surety; (2) Surety has an A.M. Best rating of A- or better; (3) Surety is named in the current list of "Companies Holding Certificates of Authority as Acceptable Reinsuring Companies: as published in Circular 570 (most current revision) by the Financial Management Service, Surety Bond Branch, U.S. Department of the Treasury; and (4) Surety is duly licensed to issue bonds in the State of Missouri and in the jurisdiction in which the Project is located.

By: Jessica L. Piccirillo
Title: Jessica L. Piccirillo, Attorney-in-Fact
Date: December 23, 2024

(Attach seal and Power of Attorney)



**TOKIO MARINE
HCC**

**POWER OF ATTORNEY
AMERICAN CONTRACTORS INDEMNITY COMPANY TEXAS BONDING COMPANY
UNITED STATES SURETY COMPANY U.S. SPECIALTY INSURANCE COMPANY**

KNOW ALL MEN BY THESE PRESENTS: That American Contractors Indemnity Company, a California corporation, Texas Bonding Company, an assumed name of American Contractors Indemnity Company, United States Surety Company, a Maryland corporation and U.S. Specialty Insurance Company, a Texas corporation (collectively, the "Companies"), do by these presents make, constitute and appoint:

Jessica L. Piccirillo

its true and lawful Attorney(s)-in-fact, each in their separate capacity if more than one is named above, with full power and authority hereby conferred in its name, place and stead, to execute, acknowledge and deliver on its behalf:

Surety Bond Number: 1001222049 Amount of Bond: See Bond Form
Principal: LAZ Parking Midwest, LLC
Obligee: City of Kansas City, MO

This Power of Attorney shall expire without further action on April 23rd, 2026. This Power of Attorney is granted under and by authority of the following resolutions adopted by the Boards of Directors of the Companies:

"Be it Resolved, that the President, any Vice-President, any Assistant Vice-President, any Secretary or any Assistant Secretary shall be and is hereby vested with full power and authority to appoint any one or more suitable persons as Attorney(s)-in-Fact to represent and act for and on behalf of the Company subject to the following provisions:

Attorney-in-Fact may be given full power and authority for and in the name of and on behalf of the Company, to execute, acknowledge and deliver, any and all bonds, recognizances, contracts, agreements or indemnity and other conditional or obligatory undertakings, including any and all consents for the release of retained percentages and/or final estimates on engineering and construction contracts, and any and all notices and documents canceling or terminating the Company's liability thereunder, and any such instruments so executed by any such Attorney-in-Fact shall be binding upon the Company as if signed by the President and sealed and effected by the Corporate Secretary.

Be it Resolved, that the signature of any authorized officer and seal of the Company heretofore or hereafter affixed to any power of attorney or any certificate relating thereto by facsimile, and any power of attorney or certificate bearing facsimile signature or facsimile seal shall be valid and binding upon the Company with respect to any bond or undertaking to which it is attached."

IN WITNESS WHEREOF, The Companies have caused this instrument to be signed and their corporate seals to be hereto affixed, this 18th day of April, 2022.

**AMERICAN CONTRACTORS INDEMNITY COMPANY TEXAS BONDING COMPANY
UNITED STATES SURETY COMPANY U.S. SPECIALTY INSURANCE COMPANY**

State of California
County of Los Angeles SS:



By: [Signature]
Daniel P. Aguilar, Vice President

A Notary Public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

On this 18th day of April, 2022 before me, Sonia O. Carrejo, a notary public, personally appeared Dan P. Aguilar, Vice President of American Contractors Indemnity Company, Texas Bonding Company, United States Surety Company and U.S. Specialty Insurance Company who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

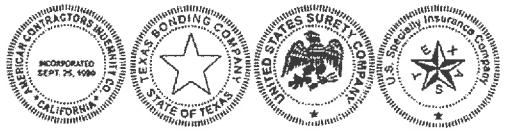
Signature [Signature] (seal)



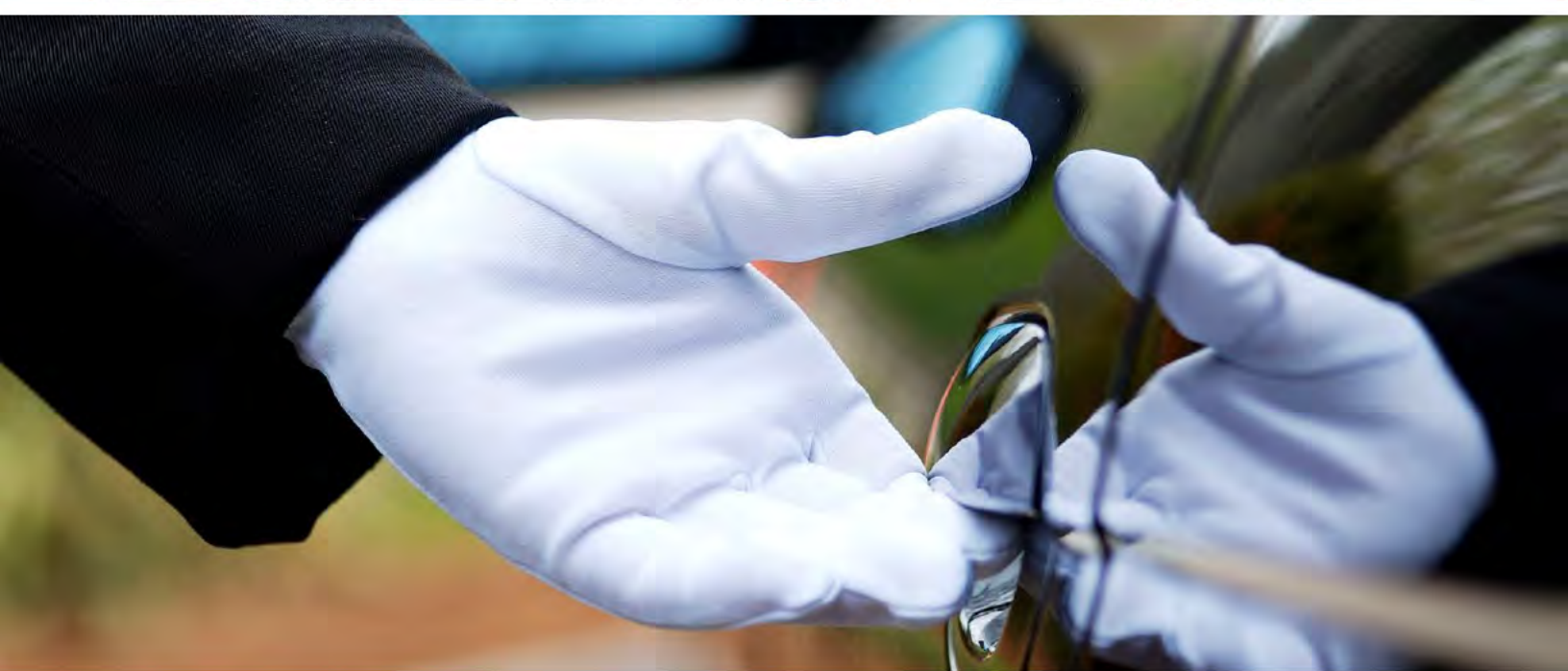
I, Kio Lo, Assistant Secretary of American Contractors Indemnity Company, Texas Bonding Company, United States Surety Company and U.S. Specialty Insurance Company, do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney, executed by said Companies, which is still in full force and effect; furthermore, the resolutions of the Boards of Directors, set out in the Power of Attorney are in full force and effect.

In Witness Whereof, I have hereunto set my hand and affixed the seals of said Companies at Los Angeles, California this 23rd day of December, 2024.

Corporate Seals



[Signature]
Kio Lo, Assistant Secretary



**Response to RFP for Parking, Transportation, and Mobility Services
Competitive Solicitation by Region 14 Education Service Center
National Cooperative Purchasing Alliance / Solicitation Number: 20-21**

LAZ Parking | July 22, 2021





TABLE OF CONTENTS

| | |
|--|-----------|
| Cover Letter | 3 |
| Tab 1 – Master Agreement / Signature Form | 4 |
| Tab 2 – NCPA Administration Agreement | 5 |
| Tab 3 – Vendor Questionnaire | 8 |
| Tab 4 – Vendor Profile | 11 |
| Tab 5 – Products and Services / Scope | 21 |
| Tab 6 – References | 83 |
| Tab 7 – Pricing | 95 |
| Tab 8 – Value Added Products and Services | 96 |
| Tab 9 – Required Documents | 98 |



COVER LETTER

National Cooperative Purchasing Alliance
RFP for Parking, Transportation and Mobility Services

July 22, 2021

Re: Response to RFP for Parking, Transportation, and Mobility Services

To whom it may concern,

Thank you for allowing LAZ Parking to submit this Statement of Qualifications in response to the RFP for **Parking, Transportation, and Mobility Services** for the National Cooperative Purchasing Alliance (NCPA). We are extremely excited about this opportunity and we look forward to the possibility of a long-term strategic partnership.

LAZ aspires to align with the NCPA Mission to create “cooperative purchasing contracts that ensure all public agencies are receiving products and services of the highest quality at the lowest prices,” by highlighting the LAZ ability to create long-term partnerships focuses on customer service, quality, and cost efficiency.

LAZ is committed to providing superior customer service, attention to detail, and consistent operational excellence. We are a people-focused culture and we are passionate about our work. Our vision is to cultivate a true partnership that establishes a strategic alliance with our clients in a collaborative effort to:

- Improve customer experience
- Create positive impressions
- Excel at front-line customer service
- Reduce cost and improve revenue controls
- Innovate with new technology
- Streamline operations

LAZ is a matrix organization so our team will provide you strong local leadership across 35 states, aligned with our vertical market expertise in government services, healthcare, and airports, and other municipalities. We thank you sincerely for your time.

Sincerely,

Robert Maroney



TAB 1 – MASTER AGREEMENT / SIGNATURE FORM

Tab 1 – Master Agreement / Signature Form

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 | LAZ Karp Associates LLC |
| Address | One Financial Plaza, 14th Floor |
| City/State/Zip | Hartford, CT 06103 |
| Telephone No. | (804) 921-5019 |
| Fax No. | (860) 524-8249 |
| Email address | RMaroney@LAZParking.com |
| Printed name | Rob E. Maroney |
| Position with company | Vice President, Government Services |
| Authorized signature |  |



TAB 2 – NCPA ADMINISTRATION AGREEMENT

Tab 2 – NCPA Administration Agreement

This Administration Agreement is made as of August 16, 2021, by and between National Cooperative Purchasing Alliance (“NCPA”) and LAZ Karp Associates, LLC (“Vendor”).

Recitals

WHEREAS, Region 14 ESC has entered into a certain Master Agreement dated August 16, 2021, referenced as Contract Number 05-61, by and between Region 14 ESC and Vendor, as may be amended from time to time in accordance with the terms thereof (the “Master Agreement”), for the purchase of Parking, Transportation, and Mobility Services;

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



TAB 2 - NCPA ADMINISTRATION AGREEMENT

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

- The Public Agency participating in the NCPA contract and Vendor may enter into a separate supplemental agreement to further define the level of service requirements over and above the minimum defined in this contract i.e. invoice requirements, ordering requirements, specialized delivery, etc. Any supplemental agreement developed as a result of this contract is exclusively between the Public Agency and Vendor. NCPA, its agents, members and employees shall not be made party to any claim for breach of such agreement.
- ◆ **Term of Agreement**
 - This Agreement shall be in effect so long as the Master Agreement remains in effect, provided, however, that the obligation to pay all amounts owed by Vendor to NCPA through the termination of this Agreement and all indemnifications afforded by Vendor to NCPA shall survive the term of this Agreement.
- ◆ **Fees and Reporting**
 - The awarded vendor shall electronically provide NCPA with a detailed quarterly report showing the dollar volume of all sales under the contract for the previous quarter. Reports are due on the fifteenth (15th) day after the close of the previous quarter. It is the responsibility of the awarded vendor to collect and compile all sales under the contract from participating members and submit one (1) report. The report shall include at least the following information as listed in the example below:

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

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

| 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



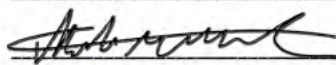
TAB 2 - NCPA ADMINISTRATION AGREEMENT

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

◆ **General Provisions**

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

National Cooperative Purchasing Alliance:

Name: Matthew Mackel
 Title: Director, Business Development
 Address: PO Box 701273
Houston, TX 77270
 Signature: 
 Date: August 16, 2021

Vendor:

LAZ Karp Associates, LLC
 Name: Rob E. Maroney
 Title: Vice President, Government Services
 Address: One Financial Plaza, 14th Floor
Hartford, CT 06103
 Signature: 
 Date: 7/22/2021

TAB 3 – VENDOR QUESTIONNAIRE

Tab 3 – Vendor Questionnaire

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

◆ States Covered

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

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

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



TAB 3 – VENDOR QUESTIONNAIRE

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

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

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

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

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

◆ **Residency**

➢ Responding Company's principal place of business is in the city of Hartford, State of Connecticut

◆ **Felony Conviction Notice**

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

◆ **Distribution Channel**

- Which best describes your company's position in the distribution channel:
- Manufacturer Direct
 - Authorized Distributor
 - Value-added reseller
 - Certified education/government reseller
 - Manufacturer marketing through reseller
 - Other: Parking and Transportation management services

◆ **Processing Information**

- Provide company contact information for the following:
- **Sales Reports / Accounts Payable**
 Contact Person: _____
 Title: _____
 Company: _____
 Address: _____
 City: _____ State: _____ Zip: _____
 Phone: _____ Email: _____



TAB 3 – VENDOR QUESTIONNAIRE

▪ **Purchase Orders**

Contact Person: _____
 Title: _____
 Company: _____
 Address: _____
 City: _____ State: _____ Zip: _____
 Phone: _____ Email: _____

▪ **Sales and Marketing**

Contact Person: _____
 Title: _____
 Company: _____
 Address: _____
 City: _____ State: _____ Zip: _____
 Phone: _____ Email: _____

◆ **Pricing Information**

- In addition to the current typical unit pricing furnished herein, the Vendor agrees to offer all future product introductions at prices that are proportionate to Contract Pricing.
 - If answer is no, attach a statement detailing how pricing for NCPA participants would be calculated for future product introductions.

Yes No
- Pricing submitted includes the required NCPA administrative fee. The NCPA fee is calculated based on the invoice price to the customer.

Yes No
- Vendor will provide additional discounts for purchase of a guaranteed quantity.

Yes No

◆ **Cooperatives**

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

| Cooperative/State Agency | Discount Offered | Expires | Annual Sales Volume |
|--------------------------|------------------|---------|---------------------|
| | | | |
| | | | |
| | | | |
| | | | |
| | | | |

TAB 4 – VENDOR PROFILE

Tab 4 – Vendor Profile

- Company’s official registered name: **LAZ Parking LLC**
- Brief history of your company, including the year it was established.

LAZ Parking is a privately held company with the same original owners since 1981. Founded in Hartford, CT in June of 1981, we just celebrated our 40th anniversary. Our leaders across the country are passionate about upholding our Mission Statement: *“to create opportunities for our employees and value for our clients.”*

Our story: Alan Lazowski, Jeff Karp, and Michael Harth are our original founders and still engaged leaders today. Friends since grade school, these gentlemen moved to various parts of the country for college but always kept in touch. As they each started their own parking companies with unique specialties in each region (Hartford, Boston, and San Diego), they decided to merge into one company and formed the LAZ family that exists today to support operations across 35 states.

In 2007, LAZ formed a partnership with Europe’s top parking operator, VINCI Park, which represented a mutual growth strategy by both parking leaders. VINCI Park rebranded to Indigo in 2017, which represents their continued focus on innovation, strategic product development, and international growth. Indigo is a publicly traded company that has built an extremely successful network of innovative parking operations in 14 countries around the world. This partnership supports LAZ Parking with tangible financial, innovation, and infrastructure expertise from a global leader.

LAZ was formed originally as a valet company but has grown throughout the past 40 years into a full-service mobility management company with a variety of products and services listed below. With eight dedicated market leaders, LAZ supports all operations with distinct expertise in vertical market segments.



- Company’s Dun & Bradstreet (D&B) number: **10-851-2856 Rating; 1R4**

TAB 4 – VENDOR PROFILE

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

Company Organizational Structure

LAZ Parking is a matrix organization, which is a benefit to every client based on the fact that we are regionally run (local presence) and nationally supported (robust home office and market expertise). The home office in Hartford, CT and all market leaders are there to support the regions in all areas of operations.

LAZ Home Office Support includes:

- Human Resources
- People and Culture
- Training and Development
- Wellness
- Audit
- Claims
- Insurance and Risk
- Accounts Payable / Receivable
- Customer Support Center
- IT and Business Innovations
- Business Intelligence and Data Management
- Marketing



TAB 4 – VENDOR PROFILE

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

LAZ Home Office Address
 One Financial Plaza - 14th Floor
 Hartford, CT 06103
 (860) 522-7641



With a robust home office in Hartford, CT, LAZ also offers a 24/7 customer call center, audit support, human resources, employee wellness program, and a sophisticated and innovative technology division. Our employees are grounded in our mission, driven by our values and trained through our practices. LAZ has 19 regional offices with leadership and support personnel across 35 states.

| LAZ Parking Fast Facts | |
|---------------------------|------------------|
| Founded: | 1981 |
| Number of Locations: | Over 3,200 |
| Number of Parking Spaces: | Over 1.2 Million |
| Annual Managed Revenues: | \$1.4 Billion |
| Number of Employees: | 13,450 |
| States / Cities: | 35 / 444 |





TAB 4 – VENDOR PROFILE

LAZ Regional Offices with Leaders and Contact Information:

| State | POC | Title | Address | Phone | Email |
|----------|------------------|-------|---|--------------|-----------------------------|
| CT/NH | Jim Marzi | RVP | 183 Ann Uccello St Hartford, CT 06103 | 860-761-2547 | jmarzi@lazparking.com |
| MA | Brian Haley | RVP | 3 Copley Pl #3202 Boston, MA 02116 | 617-438-5139 | bhaley@lazparking.com |
| NY/NJ | Nick Morris | RVP | 333 W 39 th #602 NYC, NY 10018 | 212-265-2239 | nmorris@lazparking.com |
| PA/DE | Mike Cantu | RVP | 1818 Market St 31 st Floor Philadelphia, PA 19103 | 215-574-7021 | mcantu@lazparking.com |
| MD | Mike Cantu | RVP | 1818 Market St 31 st Floor Philadelphia, PA 19103 | 215-574-7021 | mcantu@lazparking.com |
| DC | Leo Villafana | RVP | 2000 M St #500 Washington DC 20036 | 202-667-3030 | lvillafana@lazparking.com |
| VA/WV | Leo Villafana | RVP | 2000 M St #500 Washington DC 20036 | 202-667-3030 | lvillafana@lazparking.com |
| MI/OH | Todd Rosen | RVP | 500 S Front #210 Columbus, OH 43215 | 614-208-2073 | trosen@lazparking.com |
| IL/IN | Andrew Carlson | RVP | 33 W Monroe #2010 Chicago, IL 60603 | 312-296-2439 | acarlson@lazparking.com |
| NC/SC | Janna Sullivan | RVP | 201 N. Tyron #1430 Charlotte, NC 28202 | 980-999-3915 | jsullivan@lazparking.com |
| AL/MS/TN | Alex DiBenedetto | RVP | 623 Union St Nashville, TN 37219 | 615-828-7866 | adibenedetto@lazparking.com |
| TN | Alex DiBenedetto | RVP | 623 Union St Nashville, TN 37219 | 615-828-7866 | adibenedetto@lazparking.com |
| GA | Doug Brooks | RVP | 3575 Piedmont NE #15 Atlanta, GA 30305 | 404-942-3901 | dbrooks@lazparking.com |
| FL | Chris Walsh | RVP | 404 Washington #720 Miami, FL 33139 | 305-913-4882 | cwalsh@lazparking.com |
| LA/TX | Corny Thompson | RVP | 3090 Nowitzki #420 Dallas, TX 75219 | 214-720-7275 | cthompson@lazparking.com |
| OK | Corny Thompson | RVP | 3090 Nowitzki #420 Dallas, TX 75219 | 214-720-7275 | cthompson@lazparking.com |
| KS/MS | Adam Burke | GM | Office Address Kansas City, KS | 760-815-9565 | aburke@lazparking.com |
| MN/ND | Brendon Bowen | RVP | 15 S 9 th St #255 Minneapolis, MN 55402 | 612-383-7416 | bbowen@lazparking.com |
| CO/NE | Chris Conley | RVP | 633 17 th #1650 Denver, CO 80200 | 303-291-1111 | ccconley@lazparking.com |
| WA/OR | Laura Larson | RVP | 255 Stewart St Seattle, WA 98101 | 206-452-2811 | llarson@lazparking.com |
| CA | Jonny Svenblad | SVP | 10535 Santa Monica Bl Los Angeles, CA 90025 | 310-446-7925 | lsvenblad@lazparking.com |
| NV/AZ | Jared Svendsen | RVP | 757 Union St San Diego, CA 92101 | 858-587-8888 | jsvendsen@lazparking.com |

LAZ Service Line Leaders and Contact Information:

| State | POC | Title | Address | Phone | Email |
|----------|------------------|-------|-----------------------------------|--------------|--------------------------|
| National | Robert Maroney | VP | Government and Municipal Services | 804-921-5019 | rmaroney@lazparking.com |
| National | Kendra Petty | EVP | Airport Services | 213-713-2055 | kpetty@lazparking.com |
| National | Stephanie Barnes | VP | Healthcare Services | 216-536-7547 | sbarnes@lazparking.com |
| National | Ralph Caldin | VP | Shuttle and Mobility Services | 714-722-0242 | rcaldin@lazparking.com |
| National | Mike Akahoshi | VP | Hotel and Banquet Services | 562-665-1981 | makakoshi@lazparking.com |
| National | Gordon Marin | VP | Special Event Services | 954-444-6381 | gmarin@lazparking.com |



TAB 4 – VENDOR PROFILE

- Define your standard terms of payment. **Net 30**
- Who is your competition in the marketplace?

The national competitive companies to LAZ are ABM, SP+, REEF, MV, First Transit, VIA. Each market will also have local competition.

TAB 4 – VENDOR PROFILE

- What differentiates your company from competitors?

The LAZ Way is our credo and the foundation of how we conduct business. Our Mission, Vision, and Practices are vital to our culture and are part of everything we do. Our leaders are passionate about the LAZ mission “to create opportunities for our employees and value for our clients.” Our founders lead by example and never forget their humble roots of parking cars on the front line. Our employees are grounded in our mission, driven by our values and trained through our practices.



LAZ follows a Servant Leadership model which uses an inverted pyramid to show how leadership supports our front-line teams. This basic organizational illustration shows how the layers of leadership support the front line and how multiple national resources to assist with specialized services.

LAZ is steadfast in developing quality programs, hiring/training great employees, ensuring robust systems and protocols, continuously analyzing data for improvements, and providing many programs aimed at diversity, wellness, and sustainable practices. We have a balanced approach in how we develop people, improve programs, define process, and keep forward progress.



LAZ operates regionally with national oversight and support. Each region is given the authority to operate independently, adjusting to the local markets, local competition and regional knowledge. At the same time best practices and process are shared through national sectors in hospitality, transportation, government entities, event services, airports, technology, healthcare, and marketing.

TAB 4 – VENDOR PROFILE

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

LAZ would view this opportunity as a partnership with NCPA and we would want to first meet to discuss and aligned and shared vision for a marketing strategy. Then, the LAZ marketing team will create marketing collateral that will be introduced through social media, email blasts and trade shows. Additionally, our national sector leaders in Healthcare, Transportation Event Services, Government Contracts, Airports, and Hospitality will work with each region, clients and potential clients to market the benefits of the awarded contract.

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

LAZ Parking understands the importance of a seamless and efficient transition of an every account and business relationship. We know that we must keep a consistent customer experience during each phase of a new relationship and we will always focus on open communication.

Our Commitment:

- Detailed Planning
- Constant Communication
- Efficient Execution

Execution is critical to ensure that customers do not experience negative changes to the program, only positive enhancements. The team will meet with leadership and prepare a day-by-day and week-by-week transition plan. We believe very strongly in frequent communication and interaction through face-to-face meetings with clients in order to create a smooth, seamless process as well as being proactive to prepare for any unexpected challenges.

Introductory meetings with NCPA will allow us to align expectations and communicated priorities. We will work to introduce all leaders of LAZ and will review (where applicable) each location, transition, document our successes, and discuss new ideas. LAZ commits significant resources to new relationships to ensure that each project has as much support and expertise as they need to form a successful partnership.

As part of the introduction and partnership development, we will review all aspects of all operations to specifically meet the contract requirements and the scope of operations. Items for review/discussion:

- Operating procedures analysis
- Implementation of approved revenue and operational enhancement programs
- Staffing efficiencies
- Cash handling procedures
- Risk management assessment

Our introduction team will include specialists from many departments within LAZ Parking including operations, accounting, human resources and information technology. Our experienced team has managed many sizes and types of transitions and new business relationships and we are confident in our ability to learn, adapt, communicate, and coordinate.

TAB 4 – VENDOR PROFILE

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

LAZ has a fully integrated website where employee can access the national relationship and order directly on-line supplies, uniforms, equipment and all other items necessary for the operation of each project.

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

LAZ has a 24/7 customer care line that may be accessed by employees, customers and vendors. The call center employs over 40 dedicated customer service representatives.

LAZ Customer Service Metrics: Surveys and Secret Shoppers

LAZ Parking is committed to providing the highest level of customer service and quality programs. We believe that setting relevant, important, and meaningful Key Performance Indicators (KPI’s) are critical to sustaining high levels of service and articulating our success to our clients. LAZ believes in a balanced scorecard approach to ensure that we are delivering (and measuring) all aspects of our business; Quality, Service, People, and Financial.

LAZ Parking understands that customer service is the most important aspect of the parking operation for patients, visitors, and all customers to the parking garages. First and foremost, all of our on-site personnel will be trained in compassionate and efficient service. They will also be trained in service recovery and trained to be able to assist with hospital information and directions. We will measure our service levels in a variety of ways to ensure satisfaction. The best two ways to measure customer service are Secret Shoppers and Customer Service.

Secret Shoppers: An integral part of our Quality Assurance program is the user of “Secret Shoppers” to audit the quality of customer service of our own staff. The secret shopper verifies ticket and cash transactions and evaluates the facility’s overall appearance, cleanliness, lighting, attendants’ appearance, attendants’ attitude and helpfulness. These reports will be a part of the monthly reporting package. The results are then shared with the RVP, GM and the client. The secret shopper company will conduct at least 2 visits each quarter, with the goal for scoring to be 95% (A) or above. All reports are fed into our BI system.



Customer Surveys: Our proposed customer survey program was developed using best practices in the parking industry, as well as other service industries. We recommend that these surveys be distributed regularly to measure our performance and provide suggested areas of improvement. We utilize Microsoft Forms so that surveys are easily customized, given via iPad in the field, and give us electronic results that can be linked to our BI tool.

TAB 4 – VENDOR PROFILE

Our customer survey program can be physical survey cards, digital, mobile, or all of the above, was developed using best practices in the parking industry, as well as other service industries. We recommend that these surveys be reviewed at least quarterly, if not monthly, to measure our performance and provide suggested areas of improvement that should be focused on. We collect data reports from several channels and can customize the questions to the specific property, using a simple rating scale. For instance, a rating scale of 1 to 4 will be used with 1 = Very Dissatisfied and 4 = Very Satisfied.



Service Recovery – Resolving Challenges

LAZ Parking has built our reputation by the excellent customer service we provide to our clients, customers, parkers and visitors. We continuously explore new ways to improve on the experience that people have when they utilize parking facilities which we manage. We pride ourselves on resolving all customer issues, complaints or concerns in a prompt, courteous manner. We provide our staff with continued training and education so that they are prepared and well versed to handle customer complaints. Service Issues can be reported to site manager, regional office, or home office.

Issues must be acknowledged within 4 hours and must be resolved within 4 business days.

Our process is to LEARN from issues:

- Listen Attentively
- Empathize
- Acknowledge the Concern
- Respond with Outcome
- Never get Defensive

TAB 4 – VENDOR PROFILE

- **Green Initiatives**

The **LAZ Sustainability Program** aims to promote a healthy environment throughout the LAZ family, in our behaviors, programs, and technology. In alignment with one of our core values, Integrity, LAZ is committed to sustainability initiatives. LAZ Parking has become an industry leader in sustainable parking, making green initiatives a top priority for over a decade.

Sustainable parking practices:

- Optimization of Technology
- Emission Reduction Strategies
- LEED Certification programs
- Reduce, Reuse, Recycle

LAZ Parking Green Programs: As our business grows, we want to make sure we minimize our impact on the Earth's climate. So we're taking every step we can to implement innovative and responsible environmental practices across our company to reduce our carbon footprint, ensure efficient operation and help our employees be green. We fully support the research and development of green initiatives within the parking industry. LAZ Parking's initiatives are aimed at minimizing the environmental impact and carbon footprint of parking operations, while assisting our clients with LEED certification goals. We promote the efficient use of energy resources through cost-effective conservation strategies.

LAZ Green Mission -We have developed "Green" programs and practices that address procurement, management and operations at each of our owned, leased and managed locations. Our goal is to create a sustainable Green Parking Program that will improve energy efficiency, reduce emissions and protect our environment through the use of recyclable and environmentally friendly products. Every day, we are actively looking for ways to make a fundamentally positive impact on the environment. That means that LAZ Parking "thinks green" in the way we conduct business. The following is a brief list of green programs that we can provide:

- Recyclable paper products that go beyond typical office consumables (ink and toner cartridges, print and fax paper, envelopes, etc.)
- Partner with programs like the Clean Air Campaign to roll out eco-friendly programs like "Idle Free Zones" to loading zones and parking locations in and around the City.
- Implement Carpool/Vanpool/Bicycle initiatives.
- Provide preferred parking in designated areas for Alternate Fuel Vehicles
- Partner with local and regional TMA's to reduce property carbon footprints
- Introduce ZIP Car programs.
- Provide cost benefit analysis for retrofitting lighting systems with LED alternatives.
- Electric Car Charging Stations
- Utilize biodegradable products such as cleaning fluids, deodorizers, de-greasers and garbage can liners which are typically consumed in large quantities.

TAB 5 – PRODUCTS AND SERVICES / SCOPE

Tab 5 – Products and Services / Scope

1. Provide a program to manage the operation of a members Mobility Services, requirements, parking facilities including surface lot, garage, and other parking venues.

The primary line of business for LAZ is Parking Management, Valet Service, and Shuttle Services. Parking facility management includes maintenance, revenue collection, audit control, staffing, training, and consulting. Valet Service is focused on providing an exceptional customer experience, offering safety training, driver training, ticket process, claims process, and audit controls. Also, LAZ Parking provides multiple products and services within and related to hotel management services and patient support services programs.

LAZ has decades of experience with all of these services through a variety of clients across the country. We have extensive maintenance programs including snow removal, facility repair, technology service, and facility cleaning. We provide a full-range of shuttle services including GPS route tracking technology. We offer LAZgo technology, event management, and provide a 24/7 Customer Care Center which provides remote dispatch services to our customers. LAZ Healthcare Services offers a variety of patient support programs including Patient Concierge, Patient Ambassadors, Patient Customer Service Representatives (front desk check-in) and traffic ambassadors.

Partners in Parking©

LAZ Parking trademarked this phrase because it best describes the essence of our company. We are truly focused on building strong business partnerships with our clients in order to provide the highest level of customer experience, quality, innovation and an operation that is site-specific and unique to the requirements of that location. Whether long-term partnerships or new account transitions, we assimilate to each location to adapt our business practices to the needs of the customer.





TAB 5 – PRODUCTS AND SERVICES / SCOPE

2. Describe the complete range of services offered for the management of physical property and daily operation of parking facilities, including regulatory compliance, access and egress systems, payments including payment processes and related transfer of payments to agency accounts

TAB 5 – PRODUCTS AND SERVICES / SCOPE

3. Describe staffing services including all related job descriptions associated with the management and maintenance of parking facilities and Mobility Services.

Maintenance: LAZ Parking has over four decades of experience in cleaning, maintaining, and repairing parking facilities. We understand that the parking facilities will be a parker's first and last impression of their visit to the property and our philosophy is that the facility should be clean, well-lit, clearly marked and inviting.

Proper maintenance of garages and surface lots is essential. Parking facilities have unique maintenance requirements. A thorough maintenance program has several important benefits to a parking facility:

- Protects the substantial investment of the facility owner.
- More attractive to patrons.
- Increased potential revenue.
- Promotes vehicular and pedestrian safety.

The program for maintaining a parking facility should be clearly defined, carefully scheduled, incorporated into the annual budget, and carefully monitored. The amount of maintenance needed depends on the age of the facility, type of equipment, usage levels and climatic conditions. Costs are typically lower during the early years of a facility, as the structure and equipment are new.

As the facility ages, higher maintenance costs can be expected and should be included in the operating budget. It is vital that the facility has a comprehensive preventive maintenance program in place at any age, even new facilities. An effective PM program can save facility owners millions of dollars in reconstructive costs during the aging process of a parking garage. Preventive maintenance is more cost effective than repair maintenance.

The condition in which the parking structure is maintained is critical in making the parking experience a positive one. Cleaning and other housekeeping activities maintain the facility's appearance and protect the structure from damage. Parking patrons prefer a bright, clean, well maintained facility. Users tend to litter less in a clean facility.

Tasks included in this effort include:

- Sweeping and washing floors in the pedestrian and vehicular areas
- Washing windows
- Cleaning stairwells, including handrails
- Cleaning elevator cabs and lobbies
- Emptying trash receptacles
- Picking up trash and debris on parking decks
- Cleaning floor drains
- Cleaning signs
- Removing grease and oil droppings

TAB 5 – PRODUCTS AND SERVICES / SCOPE

- Removing and treating snow and ice
- Replacing light bulbs
- Removing graffiti
- Repainting stall stripes and other pavement markings
- Landscaping
- Painting

Equipment Maintenance: A parking facility has many different types of equipment, all of which must function properly to ensure the safe, smooth operation of the facility. The maintenance program should require inspection of all equipment to confirm that it is functioning properly. It is recommended that the manufacturer’s manuals for operation and maintenance of each piece of equipment as well as a log of the maintenance of each piece of equipment and any repair work performed on that equipment. The manufacturer’s recommendations for operation and maintenance should be followed.

When an inspection indicates that a piece of equipment is not functioning properly, the equipment should be repaired or replaced immediately.

Maintenance of equipment should include both the parking access and revenue control devices and the mechanical systems within the facility. This includes regular inspections, cleaning, painting, servicing and lubrication, and parts replacement of the following:

- Ticket issuers, gates and booths
- Access and revenue control systems
- Elevators and escalators
- Lighting fixtures and emergency lighting
- Mechanically operated vehicle overhead doors
- Pedestrian doors and walkways
- Security systems and emergency intercoms and call stations
- Rest rooms
- Sump pumps
- Fire protection systems
- Floor and roof drainage systems
- Carbon monoxide monitoring systems
- Emergency Generator

Some of this equipment, such as elevators and parking control equipment, should be maintained under a service contract that calls for regular inspection, lubrication and other routine servicing by a qualified professional. Emergency repair services should be performed at all times by a qualified professional.

TAB 5 – PRODUCTS AND SERVICES / SCOPE

4. Describe the hiring process including vetting of employees for past involvement in criminal activity. Background checks may be required by agencies and a well-defined program to check employee backgrounds is required.

Employment with LAZ Parking

We understand that all of our front-line employees represent our clients and are often the first and last impression at the locations we serve. We strive to have each member of the team possess strong communication skills, present themselves in a courteous manner, and are customer-oriented and service-focused.

LAZ is all about People! Therefore, recruiting is a non-stop process; find great people, screen them, invest in them, appreciate them, and develop them for promotions!



Recruiting

LAZ is always looking for great people and we aspire to continuously recruit top talent through a variety of ways:

- Just One More: Refer a friend program
- LinkedIn
- Regional Hiring Events
- Job Fairs
- College/University Partnerships
- Social Media Videos and Campaigns



TAB 5 – PRODUCTS AND SERVICES / SCOPE

Pre-Hire Process

LAZ Parking has a comprehensive pre-employment screening program in place to make sure that only the most qualified candidates are chosen for employment. Pre-employment screening is an effective risk management tool that promotes a safe and profitable workplace.

Preliminary Pre-Interview Screening

At the front-end of the process, LAZ Parking uses a professional telephone interviewing service to pre-screen candidates before they are invited in for formal interviews. Hiring managers are trained in how to narrow down the potential pool of applicants to qualified individuals, and how to thoroughly check references.

Background Checks

All candidates for employment, prior to receiving an employment offer, must successfully pass a criminal background check. LAZ Parking utilizes the services of American Background Information Services, Inc., to perform background checks (including criminal record searches, credit history and motor vehicle record searches) on all prospective entry-level and management candidates. Screening of all management-level candidates, including supervisors, specifically covers criminal records, credit violations, motor vehicle driving infractions (if the positions involve driving), educational credentials and prior employment. Candidates for non-management positions that involve driving are screened for criminal and motor vehicle driving infractions. Pre-employment drug testing is required of all candidates for employment. We administer similar drug screening tests at all managed locations in which the client requests that we do.



TAB 5 – PRODUCTS AND SERVICES / SCOPE

5. Describe the components of your mobility management programs including types of transportation offered, vehicle acquisition, vehicle maintenance, and driver minimum qualifications.

LAZ Mobility Management and Shuttle Operations

At LAZ, we provide transportation management for clients all over the country. Our transportation is provided for all types of customers and many different types of vehicles.

Our priorities are:

- Passenger Safety
- Positive customer experience
- Quality vehicle maintenance
- Sustainable and responsible practices
- Compliance



Starcraft Allstar XL 32-Passenger Shuttle Bus



Starcraft Allstar XL 24-Passenger Shuttle Bus

Examples of passenger vehicles we operate:

- Passenger shuttles (8 – 24 passengers)
- Passenger vans (6-10 passengers)
- Passenger golf carts (2-4 passengers)
- Wheelchair-lift vehicles



Sample



Sample

Shuttle Driver Training

Our Driver Training Program was designed to be adapted to include the training requirements of each location. This training explicitly trains every aspect of safe driving. These are participatory, engaging sessions that include extensive materials for trainers (discussion guides, facilitator’s guides, etc.), a detailed instructor’s manual, and driver workbooks for practice and comprehension. Quizzes and tests are used to document performance and learning, and there is a thorough final driving evaluation. re-driving and closed course training will be interspersed with classroom training so that trainees can acquire knowledge and skills in the classroom and then practice and hone their skills on the vehicle.

Driver Training Modules:

- Defensive Driving
- Vehicle Dynamics
- Following Distance
- Pre and Post-Trip Inspections
- Changing Lanes and Merging
- Railroad Crossings
- Pedestrian Awareness
- ADA Training and Requirements
- Intersections
- Basics of Backing Up

Closed Course Training Modules:

- Judgment stop
- Right and left side backing
- Parallel parking
- Customer stop
- Diminishing alley
- Offset alley
- Right turns
- Left turn one way to one way
- Drive through, back through
- Backing

TAB 5 – PRODUCTS AND SERVICES / SCOPE

Vehicle Maintenance Procedures

LAZ Parking will maintain the shuttles and equipment in a safe, clean, operable and sanitary condition. All our vehicles and equipment will meet all Federal, State, and Local regulations. We will handle the daily inspection and cleaning of all vehicles and equipment utilizing internal staff and work to ensure that a robust maintenance program is followed. All vehicle inspections and service records will be kept electronically through our partner Whip Around. All information will be available on the cloud for easy access and complete historical data. We will also assist with the following: Comply with warranties for vehicles, Perform all manufacturer recommend preventative maintenance, Inspect vehicles daily for damage, Keep maintenance and repair records.

Elements of Fleet Management and Vehicle Maintenance

- Compliance
 - DOT Regulations
 - Compliance and Training
 - Healthcare Regulations
- Registration
 - Vehicle Registration
 - Document Management
- Maintenance
 - Predictive Maintenance and data tracking
 - Preventative Maintenance
 - Parts Management
- Safety
 - Safety Compliance
 - Training
 - Audits
- Sustainability
 - Fuel Efficiency
 - Emission Reduction Programs



LAZ believes that delivering a consistent level of mechanical performance requires meticulous processes, reliable equipment, and skilled people committed to providing safe, efficient, on-time vehicles. Our proposed guidelines for successful maintenance are as follows: We make every repair in accordance with original equipment manufacturer (OEM) standards. This is the most cost effective and efficient approach to assuring proper vehicle operation. Preventive maintenance is a priority. This continuous process improves the manner in which we can diagnose and address issues before they become more costly and detrimental to our level of service. The use of well-trained and skilled technicians leads to accurate problem diagnosis, reduced repair costs, and increased vehicle availability. Complete and accurate maintenance records allow us to make rational, logical decisions regarding our vehicles and equipment.

TAB 5 – PRODUCTS AND SERVICES / SCOPE

Shuttle Technology Options

Video Intelligence: Protecting your Customers and Employees

As a national parking and transportation company, LAZ must provide a great ride for passengers while protecting their safety and complying with a growing list of regulations.



The SmartDrive® video-based safety program and SmartDrive SmartIQ® transportation intelligence suite helps LAZ proactively eliminate the riskiest driving skills that lead to collisions and drive-up costs. The managed service approach means you are not waiting to get access to video held on your DVRs – you have immediate insight to what happened and can take appropriate action. A leader in safety programs for the transit industry, the SmartDrive platform is installed on over 10,000 buses spanning transit agencies, paratransit and shuttle operations. The benefits of the SmartDrive System include the following:

- Complete customization of over 80 data points focused on driver safety
- Instant access to cameras and video from your phone or computer
- Flexible hardware configurations with multiple camera options
- Data insights that improve safety, lower fuel costs and unlock efficiencies
- Before & after video views when an unwanted behavior is detected
- Expert reviews by driving analysts to prioritize driver behavior
- KPI, Analytics and Benchmarking metrics to evaluate performance

Telematics - Where we have fleets which are manufactured by Ford, vehicles will be installed with a device to the OBDI. This will allow us full access to the performance of the drivers and the vehicles.



- **Uptime & Productivity** - these tools alert LAZ of vehicle service needs, will allow us to configure alerts and manage maintenance workflows.

TAB 5 – PRODUCTS AND SERVICES / SCOPE

- **Efficiency & Effectiveness** - these insights will be provided through smart dashboards, will allow LAZ to focus on the right vehicle or driver and spend less time managing the fleet.
- **Simple & Easy** – the software provides seamless integration; it is intuitive with an easy-to-use interface and configurable to the County needs.
- **Key Benefits** –
 - Improves Asset Utilization,
 - Maximizes Vehicle Availability,
 - Optimize Operating Costs, it
 - Protects the HOSPITAL fleet
 - Improves Driver Behavior.

LAZ team and the client will access to several dashboards and reports:



- **Driver Behavior Reports**
 - Speeding Events
 - Seatbelt Usage
 - Excessive Idle
 - Harsh Driving
- **Fuel Usage**
 - Distance Driven
 - Fuel Consumed
 - MPG
 - Hybrid/ E.V. Savings
- **Customizable fleet settings**
 - Notifications
 - Vehicle Groupings
 - User Access
 - Driver Behavior

TAB 5 – PRODUCTS AND SERVICES / SCOPE

Customer App for Shuttle Tracking

LAZ has a national relationship with TransLoc, a Ford Mobility Company. The TransLoc system will provide GPS tracking, Automated Passenger Counting (APC) and AVA announcements. The TransLoc System offers both real-time arrival predictions and messaging directly to passengers through smartphone mobile apps, Web, electronic signs, and via telephone IVR and SMS.

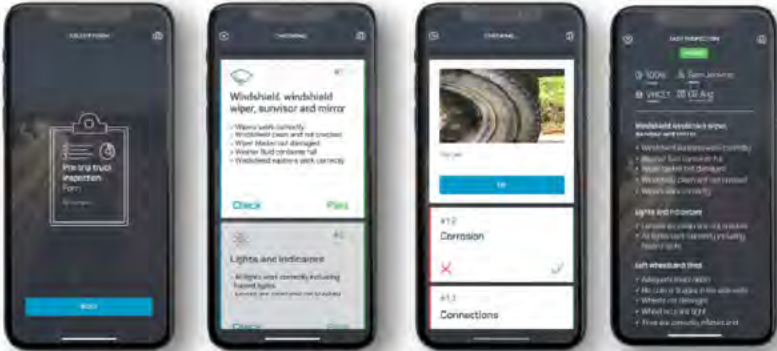


- **Communication with Riders:** Each shuttle will be equipped with real time GPS tracking. riders will be able to download an app and see exactly when the shuttle will be arriving. We can also send out push notices if there is a delay, upcoming changes to the schedule, holiday greetings or a reminder of service enhancements. Standing at the curb or waiting for the bus, all users will have access to the shuttle status at the tip of their fingers.
- **Real-time information:** TransLoc provides shuttle operators the information they need to manage daily shuttle operations more productively. To assess situations in real-time, managers and operators can view their entire fleet on a live map displaying vehicle specific information including: Vehicle ID, Assigned route, Direction of travel, Current service status, Geographical location, Current speed of travel, Number of passengers, Headway statistics, Schedule adherence
- **Complete Reporting:** The TransLoc reporting package will provide LAZ and their clients with all the reports necessary to monitor and evaluate the shuttle operations. It also allows us to make recommendations and changes to the service based on data and not hunches. Custom reports are available and some of the standard reports include the following:
 - Arrival and Departure Reports,
 - Headway Reports,
 - Vehicle Service Report,
 - Vehicle Assignment Report,
 - On Time Performance Reports,
 - Ridership by driver, vehicle, route, hour & day,
 - Occupancy Reports (passenger counts)
- **Passenger Count Analysis:** When creating a route structure that will deliver results for the shuttle service, it is vital to complete an initial and then continual passenger count analysis. This is the foundation of identifying passenger trends throughout the service day, week, month and year. This information allows us to identify the time of day that the specific terminals are experiencing heavy loads of passengers from the parking lots as well as the numbers of returning or arriving passengers
- **Shuttle Supervisor Oversight:** Supervisors actively monitor shuttle operations, including headways and customer travel times, passenger counts, and flight arrival data, Regularly communicate with drivers and passenger assistance personnel in the field to identify and address any potential issues before they arise. Ridership data will be sent to the management team daily, who will then review the data for system accuracy and changing trends in demand.



TAB 5 – PRODUCTS AND SERVICES / SCOPE

Inventory Tracking Software: Our highest priority is to ensure safe and on-time transportation for all passengers and visitors. Inventory management and timely parts replacement are essential to ensuring that we meet or exceed these standards and client’s expectations. Inventory controls and safeguarding procedures begin with careful management and oversight. Our management and staff are trained to monitor the security of our operations facilities and vehicles at all times. Inventory tracking includes keeping a spreadsheet with all vehicle information, registration renewal and expiration, date of next annual inspection, vehicle maintenance logs, and any accidents.



Daily Vehicle Inspections: For Service Operations and Maintenance Reporting, we will be using Whip Around, a cloud-based system that allows us to track driver log inspections, vehicle condition, maintenance needs, mileage, and overall vehicle history. Checklists are customizable for each operation. These records will be used during DOT inspections. Drivers will use the Whip Around app to conduct daily vehicle inspections. The App works online or offline so there is no reason not to obtain the information. Drivers have their own login, so we know who conducted the inspection. LAZ will have complete control over the inspection process and the vehicle inventory in real time and photographic back up. Before starting the daily inspection, drivers view the last report conducted on the vehicle, any defects flagged as well as photos and comments relating to the defect or the repair of it. Drivers then sign off on the inspection. LAZ will be able to manage any faults that need to be addressed. The management team will then be able to update the fault status and send internal or external mechanics the areas to be addressed. Any unplanned vehicle maintenance will be addressed before it has a chance to impact service. With automatic synching between the driver’s smartphone or TransLoc tablets and the web-based dashboard, the management team will have real time analytics, leaderboards, and alerts. The Management dashboard allows us to view reports, analyze results with intuitive business intelligence reporting on each operation, each vehicle, and each employee. With Whip Around LAZ will have immediate access to DOT and NTD data and reports.

DOT Audits Done in Seconds – All vehicle inspection records are stored in the cloud and readily accessible in a matter of seconds. The process and reports meet FMCSA regulations for DVIR. LAZ’s Supervisor reviews the Vehicle Inspection Reports daily. Any defects noted by the shuttle operator must be inspected to determine the severity of each reported defect. Based on the severity of the defect, a decision will be made to either defer the repair or correct the defect before returning the vehicle to service. All historical data will be kept in the cloud.

TAB 5 – PRODUCTS AND SERVICES / SCOPE

6. Describe your process to maintain compliance with all federal, state and local regulatory requirements associated with managing parking facilities, and mobility services including all necessary environmental regulations.

LAZ currently operates 400 shuttles and busses that are regulated by the DOT and we have never failed a DOT inspection. In addition, each state has specific requirements with regular inspections. Over half of our fleet is in CA, NY and DC – 3 of the highest regulated states for transportation. In California, our largest number of shuttles, we have to have vehicles inspected every 45 days or face fines. The inspections are conducted by CA Highway Patrol Commercial Enforcement officers. LAZ has about 8 inspections a year and we have never failed one of these inspections.

Additionally, we comply with local and state agencies like OSHA and AQMD,

TAB 5 – PRODUCTS AND SERVICES / SCOPE

7. Describe your ability to provide data to agencies on the daily utilization of all services and programs including passenger use, revenue collection, maintenance and service activity, and where applicable security data.

Budgeting & Reporting Process

LAZ takes a cost containment approach to all of our procedures, while offering advanced methodologies for managing costs in a more efficient and productive manner for our clients.

LAZ Budgeting Process

We provide comprehensive business plans that encompass the services that we will provide for that particular location. Annual budgets are prepared based on our client's contractual requirements, historical data, review of market conditions as well as the overall parking industry, anticipated operating results, and our in-depth investigation of the client's operation.

Within 30 to 60 days after being awarded a contract, we prepare annual operating budgets. Once the budget is reviewed and approved, the **LAZ Monthly Management Report** will note budget to actual income and expenses. A more detailed quarterly budget review is conducted on a facility by facility basis comparing final budgeted income and expenses to actual income and expenditures. It is also at this time that any discrepancies are addressed and revenue projections are reforecast if warranted.

Annual budgets detail the normal, recurring, constant expenses, as well as narrative on any proposed capital expenses.

- We view budgets as one of our most valuable management tools in controlling costs, maximizing revenues and in exceeding our clients' expectations.
- Our reports provide for monthly, year-to-date, and annual comparisons of budget vs. actual operating results.
- All variances over 1.5% (or similar threshold as required by the client) are investigated by the facility manager in order to formulate corrective action.

Financial Reporting

In completing the monthly accounting procedures, the Client Reporting Services team utilizes best practices, controls, and procedures to ensure that client revenues are tracked, reported, and reconciled accurately. The team members also utilize a comprehensive mix of enterprise and custom open source applications, including Epicor, Doc-Link, IntegraPark - Paris/Rome, as well as a custom developed web-based Daily Cash Reporting (WebDCR). Monthly accounting transactions from all transactional sources, including banking and financial institutions are integrated, matched, and reconciled using T-Recs Enterprise total reconciliation solution. End user reports are generated using FRx or SQL Server Reporting Services (SSRS) and accessible by clients through a private and secure web online portal. LAZ will use generally accepted accounting procedures, will keep financial records of the facility, will use cost-control procedures in the disbursement of funds, and we will provide to the Client no later than the 15th of each month unless the client specifies a different date, a revenue summary report detailing all financial activity for the previous month. On a monthly basis, LAZ Parking will present our Client with a comprehensive management report.

TAB 5 – PRODUCTS AND SERVICES / SCOPE

Online accessibility

All Reporting is accessible online and all clients will be given a tutorial on how to access their customized reports



Custom Reports

LAZ can customize its reports and reporting formats to meet the needs of our client. Any report currently available to the client from its existing operator can be replicated or modified and any report which the client does not currently receive but would like generated as part of this contract will be produced at no additional cost. The Client Services List summarizes all available financial related report contents that may be included in a monthly report. Although all reports do not typically include every item listed, clients are consulted prior to transition to develop the appropriate contents and information to provide each month. The accountants work closely with the field operations teams to develop any additional KPI's and non-financial data that may be required to be included in the monthly report.

Client Reporting Services / Accounting and Reporting Services List

Standard Report Contents:

- Financial Statements
 - Balance Sheet
 - Income Statement
 - Current Month and YTD Actual vs. Budget
 - Current Month and YTD Actual vs. Prior Year
 - Annual Trend
 - Annual Budget
- Variance Analysis Summary
- Revenue Reports
 - Transient and Events - DCR Monthly Summary

TAB 5 – PRODUCTS AND SERVICES / SCOPE

- Monthly - Paris Reports
- Validations - Paris Reports
- AR Reports
 - Monthly - Paris Reports
 - Validations - Paris Reports
- Check Payment Register
- Copies of Checks and Invoices

Supplemental Report Contents, available if requested

- Bank Reconciliation and Bank Statement
- Payroll Summary and ADP Detail
- General Ledger
- Tax Related Schedules, if applicable
- Incentive Fee Calculation, if applicable

Standard Accounting Services

- Monthly Accounting and Report Preparation
- Accrual or Cash Basis (Monthly Revenue)
- Variance Analysis (prepared by field)
- Revenue and Bank Reconciliation
- Applicable Tax Filing and Tax Payment
- Distribution Payment (Check or Wire)
- Expenses/Shortfall Invoice
- Web/Online Portal
- Distribution Payment (Check or Wire)
- Expenses/Shortfall Invoice
- Web/Online Portal

Accounting Organization

Client Reporting Services (CRS) Accountants are organized by Region, with further division of responsibilities based on the volume, complexities, and client requirements. CRS staff are responsible for facilitating reporting, billing and funding of managed parking accounts. LAZ operates a separate database in the Epicor accounting system for CRS and all Managed Accounts that is a self-balancing independent set of books by managed location. CRS maintains the books of record for their respective clients. They are responsible for compiling standardized financial reports, ledgers, and supporting documentation to facilitate the fiduciary management of resources and operations. CRS coordinate their activities with Facility Managers, GMs and RVPs and utilize corporate databases that validate the Managed Contract requirements and process transactions. CRS generate the billing of ancillary items (payroll, health insurance, workers compensation, GK liability, management fees, employer share of 401k, 3rd party fees, postage, and payroll processing fees). Most of the Managed Parking operations have their own segregated bank accounts. All parking revenues less incurred and billable operating expenses and distributions flow through these accounts. CRS coordinate the

TAB 5 – PRODUCTS AND SERVICES / SCOPE

funding of payroll costs and ancillary billables by preparing wire or check requests from the managed bank account for deposit into Corporate bank accounts. As LAZ has a fiduciary responsibility for managed bank accounts, the CRS ensure that these disbursements are compliant with contract requirements and fully documented.

Primary data resources:

- EData showing managed parking terms and rates.
- Revenues from Epicor AR and Paris (Paris currently not linked to Epicor, posted by JE by CRS) and transient revenues as recorded in the DCR or WebDCR.
- Managed payroll funding – begins with the actual payroll and shows the benefit rates for Health Insurance and transaction fees. Worksheet reflects the billable rates for WC and GKL by formula against basis (payroll and prior month revenue, respectively).
- Billables worksheet – CRS coordinate the review, validation, and posting of billable items in batch form by location. They compile this information in a worksheet and then these entries are rebilled to the management locations through the use of the Workbench tool (see the description below). This worksheet includes: GK liability (when based on budget), management fees, employer share of 401k, 3rd party fees, postage, and payroll processing fees).
- Budget – CRS coordinate the posting of client annual operating budget by month to the budget file in the Epicor GL system.
- Invoice Request Forms – from CRS for funding of ancillary billings and Push entries, distributions, and repayment for operating losses
- Management reporting package – monthly accounting and reporting for all cash flows at the location. A complete report is provided to the Manager/GM/RVP for approval before it is distributed to the client. The package includes but is not limited to the following:
 - ✓ Transmittal letter summarizing the results for the current month.
 - ✓ Balance Sheet (based on client requirements)
 - ✓ Income Statement – month and year to date, versus budget and prior year.
 - ✓ Trend report – showing the monthly results for the current year by month and year to date.
 - ✓ Variance analysis (explanations provided by the field)
 - ✓ Daily transient receipts by credit card and/or cash and reconciled and the bank deposit (the form of this varies by client)
 - ✓ Detail of monthly parker activity (e.g. monthly invoice) and receipts from Paris
 - ✓ Check register of all disbursements from the management bank account
 - ✓ Support for the distribution of parking net income. Note: distributions typically occur in the month following the parking operations coinciding with the delivery of the monthly financial report. In some instances, preliminary distributions are made during the month that trued up to final reporting of net income.
 - ✓ Support for the reimbursement of LAZ billables and Push Entries (also paid the month following the parking operations).
 - ✓ DocLink images of checks, distribution/allocation stamp, and supporting invoice documentation.
 - ✓ Bank Statement and Bank Reconciliations (may vary by client).

TAB 5 – PRODUCTS AND SERVICES / SCOPE

- ✓ General Ledger detail, typically only P&L accounts
- ✓ Incentive calculation
- ✓ Parking/Sales tax calculation
- ✓ Other analysis or support as requested or required per client

Application Systems Overview

- **Epicor** is our General Ledger, Accounts Payable, Accounts Receivable, Asset Management financial system used by Corporate Accounting and Client Reporting Services.
- **Epicor's Accounts Payable** Add-on module is used to record and report our accounting information our AP processing. The system features and architecture are common to AP systems and all other Epicor Financials accounting applications
- **Doc-link** is an add-on to the Epicor AP module used for electronic paper-management system. It has a lot of dynamic configuration that allows it to store and search any type of document. It complements the AP and AR process. Doc-link's primary use in LAZ is to process incoming vendor invoices and route them to the field for approval and expense coding. Once they are approved and coded, AP performs a final review and a custom integration will move the invoice into Epicor for payment. Checks cut out of Epicor are also captured in Doc-link.
- Epicor's **Credit and Collections** module gives visibility into Accounts Receivable account balances and aging. It also provides for management of collection attempts.
- Epicor's **Fixed Asset** module manages our corporate fixed assets. This application helps us record, track, and depreciate our fixed assets for optimal utilization.
- **FRx** is a financial reporting tool that is used to author and view financial reports for LAZ and its clients. It provides standard financial reports like P&L, balance sheet, Actual vs. Budget, and trends.
- **PARIS** is a billing and receivables system for monthly parking and validations used extensively at LAZ Parking to manage tens of thousands of monthly parking and validation accounts.
- **WebDCR** is the primary tool for collecting revenue information across LAZ locations. It is used throughout the field to enter in daily revenue amounts, bank deposits, and credit card batches. Accountants use this information to prepare financial statements for LAZ Parking and for our clients.
- **T-Recs** manages the reconciliation process, delivering advanced functionality and processing power required to automate General Ledger (GL) account reconciliations from bank account files. T-Recs Enterprise reduces reconciliation hours and eliminates the errors and the risks of manual operations.
- **E2** is a hub for all location-related activity in LAZ Parking. The system is used to catalog the entire portfolio of LAZ's business and coordinate the workflow of operations and the home office. The goal of the application is to keep everyone in sync, compliant, and up-to-date with the locations they are responsible for.
- **Time Force** is a program for managing time and attendance. It helps LAZ Parking collect, manage, and process employee time.
- **Claims Database** is a program to manage our claims process from documenting insurance claims, to reporting and export of data for payment to the Doc-Link system.
- **IBM Cognos** is our business intelligence (BI) and performance management (PM) software system used for analytic and yield management processes.

TAB 5 – PRODUCTS AND SERVICES / SCOPE

- **Audit Database** is a risk management application used to store all audit forms used for operational and IT audits. Each audit that is performed by an auditor is stored in this database, along with the findings and remediation of the audit event. The application also creates workflows and tasks; it also features a risk awareness dashboard for executive review.
- **Tagetik** is our Budgeting, Planning and Forecasting application.

LAZ People is a public-facing HR portal intended to be used by all LAZ Parking employees. It serves as our hub for employees to easily access their employee information, company information, including HR payroll information and is the gateway to our learning management system, LAZ University.

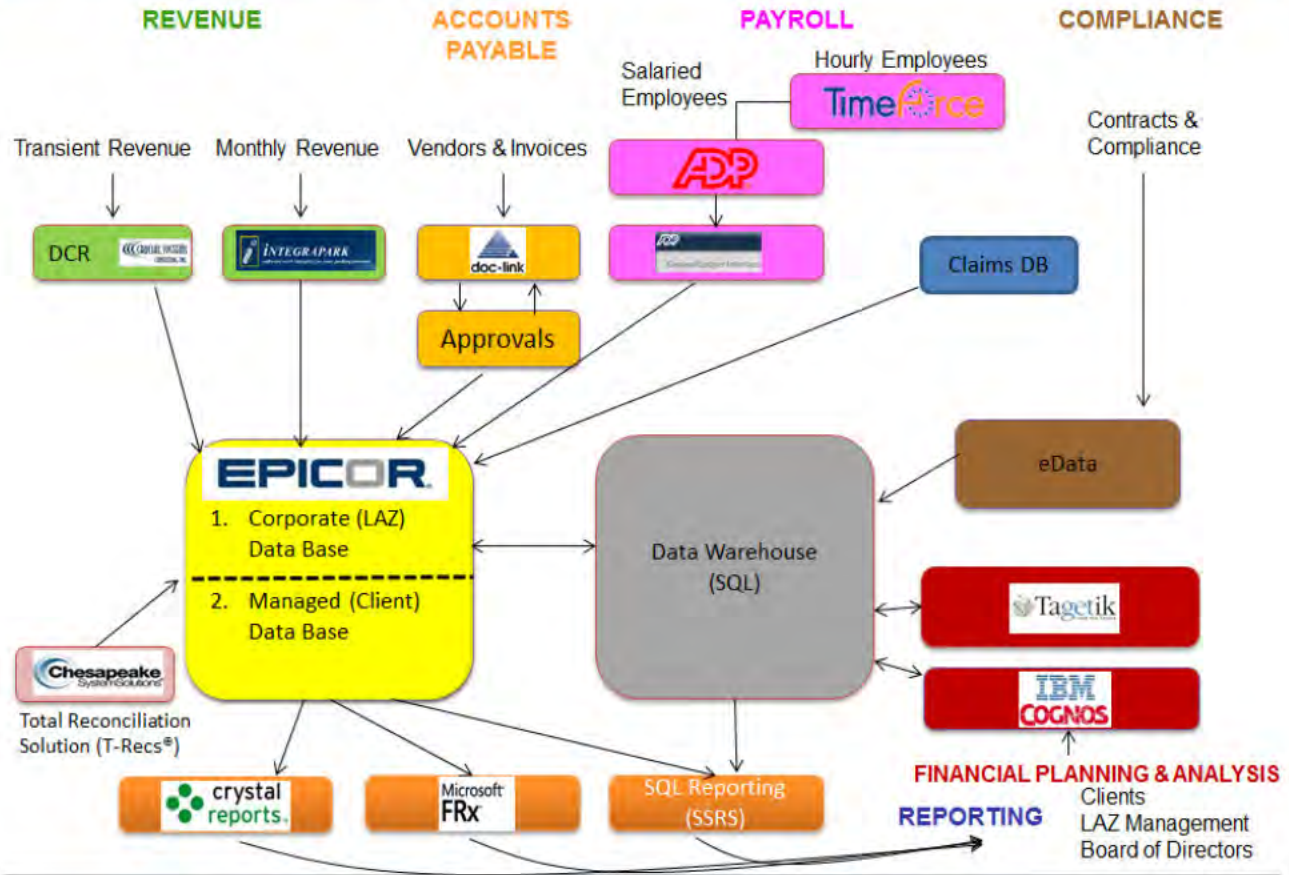
LAZ University is our Learning Management System (LMS) for employee online training.

LAZ Parking Systems Overview



TAB 5 – PRODUCTS AND SERVICES / SCOPE

LAZ PARKING SYSTEMS OVERVIEW



TAB 5 – PRODUCTS AND SERVICES / SCOPE

Business Intelligence: Yield & Capacity Management System

A FULL-SERVICE OFFERING INCLUDES:

1. State of the art Business Intelligence tools with Dynamic Pricing, Reporting / Dash Boarding & Ad-hoc Analysis
2. Advanced Analytics with industry leading Predictive / Forecasting Analytics
3. First of its kind dynamic Revenue and Yield Management Optimization tool for all products Including Transient and Pre-Booking products
4. Dedicated on-going product and dynamic price / flexible rate structure management support
5. Dedicated account management including training, on-going commercial and technical support

Following please find key highlights and strengths from our Business Intelligence & Analytics Tool:



Speed of Information
Linked to Multiple Sources
Scalability
One Source of Data
Ease of use and access
24/7 Access + Client Access Portal



Dynamic Reporting on Multiple Platforms
Fully Flexible & Customisable
Automated Data Flow
Full Security and User tracking
MS Office Integration



Yield, Pricing & Occupancy Methodology base
Pricing Matrix and Levels
Advanced Dash Boarding
What-If and Scenario Modelling
PREDICTIVE ANALYSIS
Data Spreading - AA



Market Database
End User Tool
Competitor Screen
Grab / Tracker
On-Line Analytics feed from GA
No Outsourced Component

Think Smart with BIG DATA

Key Highlights:

- Ⓟ The Business Intelligence Tool will be the foundation, data base and engine room for powerful analytics, dynamic reporting, pricing and ad-hoc analysis.
- Ⓟ The Client will benefit from 24/7 access to the software enabling review of pre-defined reports and dashboards with easy access to manipulate the raw data. All through a secure environment.
- Ⓟ Super-fast ETL (Extract, Transform and Load) of data from multiple sources enables real-time visibility of the day's trade, occupancy and all future bookings activity including projected prices and take up. This enables users to spend time 99% of their time analyzing information rather than compiling it.

TAB 5 – PRODUCTS AND SERVICES / SCOPE

- Ⓟ All reporting and dashboards are managed by the end user and is not reliant on IT or third parties which enables faster more accurate reporting. There are no limits to the number of reports or dashboards available.
- Ⓟ LAZ Parking’s in-house experience in business intelligence and advanced analytics is un-matched anywhere in the car parking industry. For over 16 years dynamic reporting has been implemented at locations ranging from world’s largest airports to the smallest car parks in a city center
- Ⓟ LAZ Parking’s in-house team would work with the Client to select the most relevant reports and dashboards from the 50+ suite of pre-built reports and dashboards available. A demonstration of any of these can be shown on request.
- Ⓟ Where LAZ Parking is responsible for the Cash Management, Revenue protection and audit of client revenues, LAZ Parking’s auto reconciliation functionality built into the tool reconciles daily data from the Parking equipment to Bank account.
- Ⓟ Multiple Platform reporting enables reporting accessible via desktops, Smart Phones and IOS and Android Tablets.
- Ⓟ The business intelligence tool will also hold the core data relevant to all Revenue Management, Pricing and occupancy stats with secure access and audit for the Client.
- Ⓟ Tracking of the competition & competitor information can be pulled through patented screen grabbing technology enabling tracked of prices and product information of any competing business.
- Ⓟ Advanced On-Line web and pre book analytics can also be provided to enable full product management and effectiveness of promotions and on-line PPC activities.
- Ⓟ Full training is provided on the Bi system with the number of users not being limited.

Upon request, we can provide pricing for this system.

Business Intelligence, Yield Management & Dynamic Pricing System

LAZ Parking is proud to present our best in class leading business intelligence, advanced analytics, revenue management and dynamic pricing solution to our clients. Our expertise and know-how in business intelligence, advanced analytics and revenue management in parking over the past 20 years has enabled us to provide a complete end to end service offering. With superior knowledge and experience in each sector, our goal is to not only demonstrate short-term results, but allow sustainable long-term growth customized to our Client.

1. OUR KEY OBJECTIVES AND STRATEGIES TO IMPLEMENT

- Provide real-time information to all users in an easy to use/user friendly format
- Offer analysis, reporting, dashboards and revenue management recommendations, each personalized and in line with the Client’s vision and strategy
- Increase top-line revenue and profitability
- Grow market share and capture higher yielding customers
- Understand the customer better by enabling tailored and personalized product offerings at the right time and at the right price
- Ensure high levels of procedural accuracy, quality and timeliness

TAB 5 – PRODUCTS AND SERVICES / SCOPE

- Increase the development and evolution of all analysis, reporting and dashboards in-line with modern methods and data sets
- Be the data center/hub for the Parking services. The data and analysis will be used in all aspects of BI & revenue management and will be made available to the client for any other uses including business plans and commercial use

2. LAZ BUSINESS INTELLIGENCE AND ADVANCED ANALYTICS TOOLS

Please find below a non-exhaustive list of capabilities and functionalities offered with our business intelligence solution and Revenue Management solutions:

ACCESS TO BUSINESS INTELLIGENCE AND ANALYTICS TOOLS

- Access to live reports and dashboards accessible 24/7, 365 days a year
- Real-time analytics and data metric dashboards
- Dynamic fixed and Ad-hoc reporting
- Easily share reports among colleagues and users
- Export data in multiple formats including Excel, CSV and PDF
- Instant print capability
- No coding or programming required
- Real-time reporting
- Real-time updates/refresh available
- User-friendly interface
- User activity/usage metrics
- Multi-device interface adaptation (desktop, tablet, mobile)
- Mobile alerts and monitoring
- Unlimited users
- Full security built-in at named user's level



DATA VISUALIZATION AND DATA INSIGHTS

- View rich visualizations in the form of graphs simplifying data from complex sources
- Explore up-to-date analytics from real-time BI data
- Geographical maps and data presentation
- Multiple metric comparisons from over 150 different charts and graphs
- Customizable reporting if required
- Visual analytics
- Consume streaming data
- Receive data-driven alerts for mobile insights
- Query data using natural language questioning
- Trend analysis for each selected product and parking lot
- Self-service analytics
- Powerful planning and analysis with write back functionality
- 99.9% uptime/availability with daily back up of all data sets
- Web write-back interface with the ability to capture data on/off-line



TAB 5 – PRODUCTS AND SERVICES / SCOPE

ADVANCED ANALYTICS (including Revenue Management and Predictive Technology)

- What-If scenario modeling
- Natural language search
- Ad hoc Analysis & Query
- Advanced budgeting and forecasting
- Ad hoc reporting (data slice and dice)
- Predictive analytics
- Prescriptive and descriptive analytics
- Optimization Engine
- Advanced yield management
- 365-730 days advanced pricing capabilities
- Pricing by Entry Date/occupancy/LOS
- Visual analysis streams
- Automated data preparation and modeling
- Full web analytics interface
- Geospatial analytics
- Seamless Microsoft Excel integration
- Data cleansing/normalization (database read write)
- Competitor/website extraction

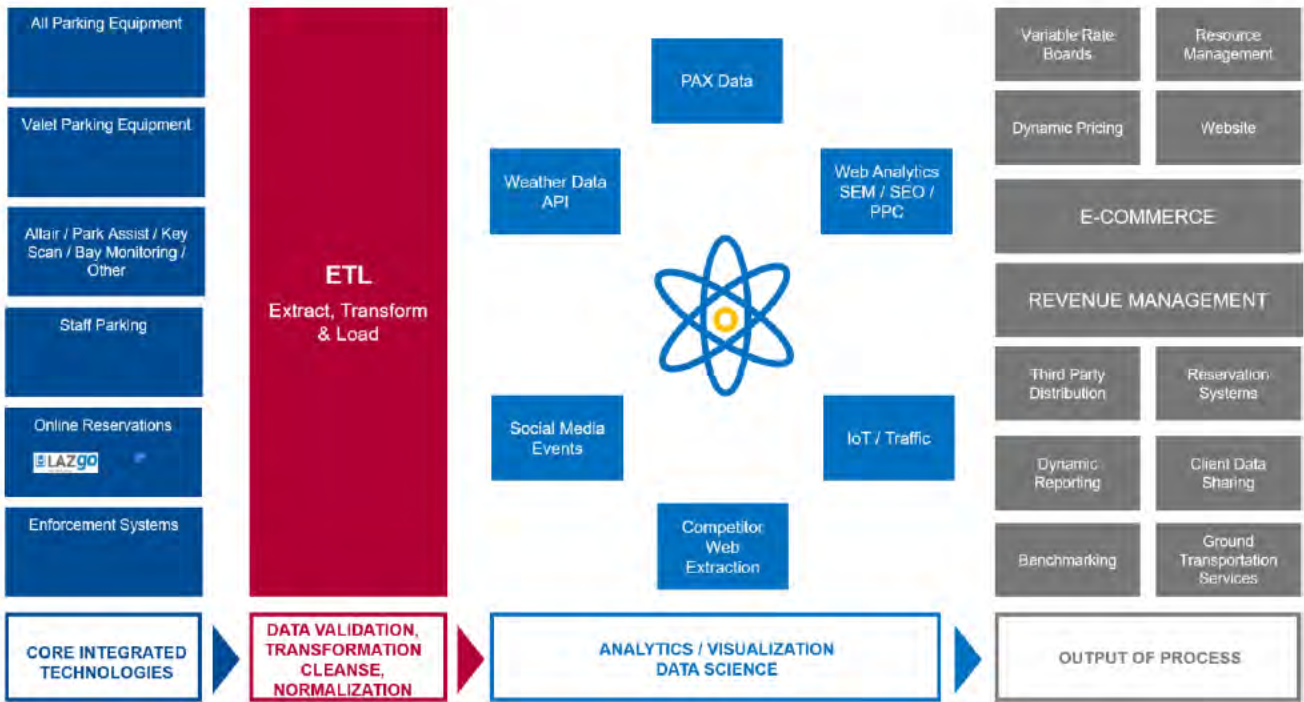
CONNECTIVITY, INTEGRATION ABILITY & SECURITY

- Connect, access and unify data across multiple sources
- Powerful data integration (built-in ETL)
- API connectivity – complete end to end
- Advanced data transformation & ETL
- Scheduled refreshes
- Third-Party integration
- Active directory integration (single sign-on)
- User lockdown and full security by user
- Full user audit tracker, full history of usage and access, processes run, price load, overrides
- Approval matrix (Individual and group by authority level)

3. LAZ BUSINESS INTELLIGENCE INTEGRATIONS & DATA MAP

See below example of an integration map and data flow from core data sources through our advanced ETL processes into our business intelligence, advanced analytics and revenue management systems. The outputs of the process are shown on the right.

TAB 5 – PRODUCTS AND SERVICES / SCOPE



The key element to on-going delivery of the above integrations is the level automation we can achieve from various data sources. The below demonstrates the current level of automation that is live and ready:

- All parking equipment, parking transactions & calculated fields
- Valet equipment
- Staff Parking
- Online & Pre-booking
- Business Intelligence tools
- Predictive Analytics
- Pricing Engine, Dynamic & Variable pricing tools (rate engine/pricing grids/simulation)
- Competitor analysis
- Season tickets
- Weather data
- LPR/ANPR – license plate recognition (in progress to be automated)

We can convert all of the above data and more sources to near real-time automation. Going forward, we anticipate working with suppliers and assisting them when necessary to ensure that we achieve this objective. An example can be seen through the distribution of products and prices to third parties through our data sharing platform where we can push and pull data in real-time.

TAB 5 – PRODUCTS AND SERVICES / SCOPE**4. REVENUE MANAGEMENT STRATEGIES**

LAZ Parking is confident in achieving the growth targets and maximizing revenue potential targets. It is essential that while growing revenues we continue to maintain optimal occupancy levels with constant capacity control of the parking estate. A key process to achieve the above is the review of disciplined analytics that predict consumer behavior at the most granular level. Revenue management is primarily selling the right product to the right customer at the right time and price. The essence of this discipline is in understanding customers' perception of product value and accurately aligning product prices, placement and availability with each customer segment.

Dynamic and variable pricing and product management is a key strategy which LAZ practices and focuses on constantly. By better understanding, anticipating and influencing consumer behavior, we're able to maximize revenues and profits for our clients.

Using our 40 years of experience along with business intelligence, advanced analytics and revenue management tools, LAZ will not only provide state of the art reports and dashboards, but will inform and advise the client on multiple strategic decisions which are aligned with the Client's desire to increase profits while ensuring that customer satisfaction and needs are at the center of all product and price recommendations.

Below is a list of 10 key elements and a high-level revenue management process diagram to demonstrate in simplistic terms our approach to revenue management. Note this list is only a sample of many other strategies we would like to discuss with our client.

1. Identify and predict customer behavior and demand patterns at a granular level (minute, hour, day, week and month) and set base prices accordingly. This enables us to yield products and prices to agreed targets of revenue and available occupancy.
2. Implementation of dynamic pricing for all on-line customers and each parking product, location and variable pricing for roll-up customers. The master pricing database will hold pricing for all ground transportation services (parking, trains, buses, taxi rates, competitors, etc.). Distribution of products and prices will be through LAZ's advanced data sharing platform. (Ask for further details).
3. Proactively manage occupancy and constraints to ensure we maximize spaces during peak and off-peak seasons. Access, understanding and training of our business intelligence reports and dashboards by our operational staff is critical to ensure we maintain accurate level of availability.
4. Implement key data sciences and yield management techniques: Data patterns change all the time, year to year, season to season, week to week and so models that can self-learn and recommend a more optimal forecast method are critical in modern methods of demand forecasting. This enables significantly higher accuracy relating to the analysis thus, yield management for each product can be based on live and forward-looking data vs only historical demand.

TAB 5 – PRODUCTS AND SERVICES / SCOPE

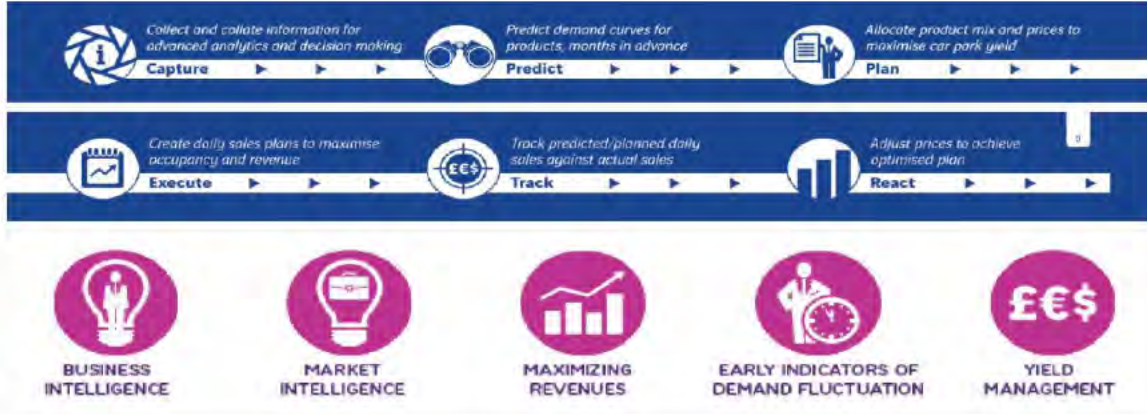
5. Capture and analysis of ALL relevant data sets (parking and non-parking) impacts trade to ensure there is knowledge & visibility of all performance drivers. This is critical when understanding variable trading conditions/changes in seasonality and forecasting future demand.
6. Drive online adoption of products without diluting roll-up. This is key to sustained growth. Roll up still contributes over 90% of all transactions so calculating elasticity and sensitivity into any recommended price changes will be essential. Evaluation of each price change or strategy implemented is key to ensure we measure expected uplifts vs actual. The results from this will feed into future analysis and recommendations.
7. Increase booking lead days and advance days is important for yield management, but also enables upselling and cross-selling of products and services to generate incremental revenue. This in turn will generate an increase in NADR which is key to LAZ reaching and surpassing the SLA targets set by the Client.
8. Understand the total market share of parking in the wider area. By understanding this in detail, LAZ, in partnership with the Client, will plan strategies to convert parkers to our customers. Below is an example of the total market intelligence data to be captured:



9. Dynamic personalization of products and prices in real-time, meaning what products get offered to which customer and at what price. This element is linked strongly to feeding relevant data into the LAZ Engage System. It's also important that any marketing strategy planned can go to market quickly.
10. Visibility of all pricing and product strategies. LAZ believes in complete transparency of pricing and its product management policies. There is no black box approach and LAZ understands the importance of being able to clearly communicate our product and pricing strategies.

TAB 5 – PRODUCTS AND SERVICES / SCOPE

Simplified Revenue Management Process Diagram



5. LAZ ACCESS LEVELS AND CONTROL

For the revenue management described above to be successfully achieved, LAZ would require the appropriate level of access and control of pricing, product management, and when/if implemented additional e-commerce/digital marketing/CMS solutions. This ensures that the resources LAZ has on and off-location is geared and fully driven to achieve the targets set. Examples of the required are listed below:

- **Product management:**
 - Product design including full content management
 - Product Placement/Marketing
 - Key product prices, this includes back-end set-up of new products and on-going maintenance
 - Pricing of add-ons for up-sell and cross selling of products
- Capacity and occupancy control, opening and closing products where necessary to improve the customer experience and maximize revenue and profits
- Management of online reservation system back end and feeds to and from ecommerce system; Testing > Pre-Production and Production systems
- Management of product prices and distribution to third parties where necessary and ensuring the accurate prices are reflected in all on and offline products
- The management and implementation of block parking software and labor in peak seasons for space optimization
- Identification and generation of new business opportunities plus strategies
- Plan, implement and evaluate performance of key marketing promotions in relation to parking

Note: In all key strategic decisions and changes or new product placements there would be an approval chain with the Client’s approval required.

TAB 5 – PRODUCTS AND SERVICES / SCOPE

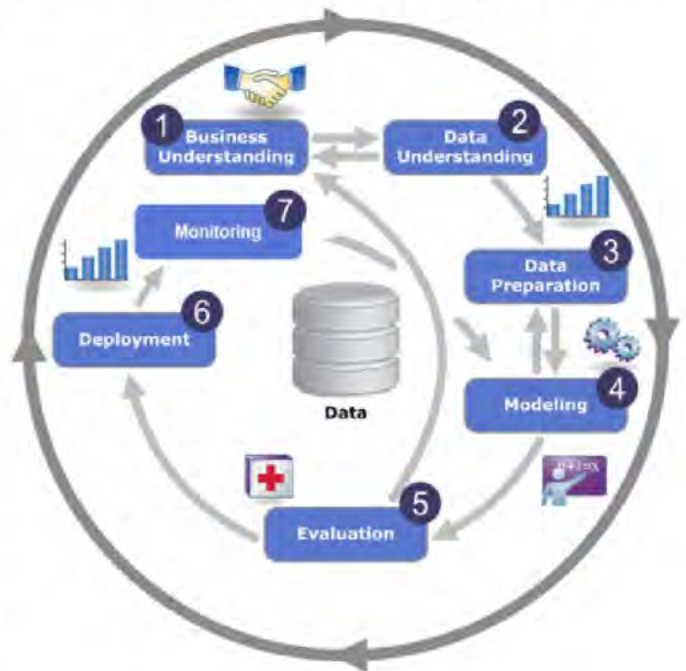
6. PRODUCT AND PRICE DISTRIBUTION

LAZ has implemented a dedicated data sharing platform. The platform is API based and works through HTTPS protocol. The key purpose is to enable LAZ and the Client to distribute product and pricing information in real-time to the Reservation Engine Platform and any third-party partners in ground transportation. The platform has built in API's (preferred method) and other methods to drop, collect, view and analyze data. Going forward product and price data can be distributed through this portal. LAZ and the Client can clearly monitor timings of when and what data set was accessed and by whom.

7. DATA ACCURACY AND QUALITY

The data sets will double over the next few years and as a result it is imperative that the processes and methodology used to ensure a high level of accuracy and quality of all ground transportation data is maintained. Data accuracy and quality starts from having a detailed understanding and knowledge of the data you are looking to collect. LAZ's experience is unmatched when it comes to understanding and identifying key objectives of any data set, ensuring that the correct fields and methods are used for data collection. This also enables easier validation and monitoring of the data from each source.

One of LAZ's data mining and processing methods is the CRISP-DM methodology. The Cross Industry Standard Process for Data Mining or (CRISP-DM) model, as it is known, is a process model that provides a fluid framework for devising, creating, building, testing, and deploying business intelligence and advanced analytics including machine learning solutions. The process is loosely divided into seven main phases as shown in this graph. Note: Each data source and integration goes through this process including any new data sets or business ideas, where data is required. An explanation of each step can be provided if required.



8. PEOPLE AND TEAMWORK

At the center of our revenue management process, and as a fundamental part in our success to date, is our team of dedicated analysts and data scientists who will be based on-site and supported by our own LAZ/Indigo Group BI – Worldwide Center of Excellence group. Our team of dedicated and highly motivated individuals is made up of subject matter experts in data from all over the world and are geared to promote sharing of best practices between countries and sectors and provide additional support as required. All processes are designed, built, deployed and monitored by LAZ's dedicated data scientists and analysts. It is also their responsibility in each step above using the tools implemented to ensure complete auditability, accuracy, consistency and completeness. Ever-changing technology and circumstances such as AI, advancements in data sciences, environmental changes and business requirements require that processes not only be repeated, but also updated using evolving

TAB 5 – PRODUCTS AND SERVICES / SCOPE

methodologies and technology for data collection, use and quality control purposes. Our resources related to BI and revenue management would be as follows:

ON-SITE BI PERSONNEL

1. Business Intelligence & Revenue Management Manager
2. Commercial Analyst
3. Data Scientist
4. Business/Marketing Channel Manager

OFF-SITE PERSONNEL (Dedicated Days/Month for Client Support and Development)

- US-based BI Data analysts and scientists/back-up and additional support for Clients. Will be fully trained to stand in during holidays, etc.
- General Manager – Business Intelligence & Revenue Management – LAZ Parking
- Chief Analytics Officer – Indigo Group
- LAZ/ Indigo Group Commercial Analysts – Worldwide BI Centre of Excellence (WCOE). A graphic is presented below.

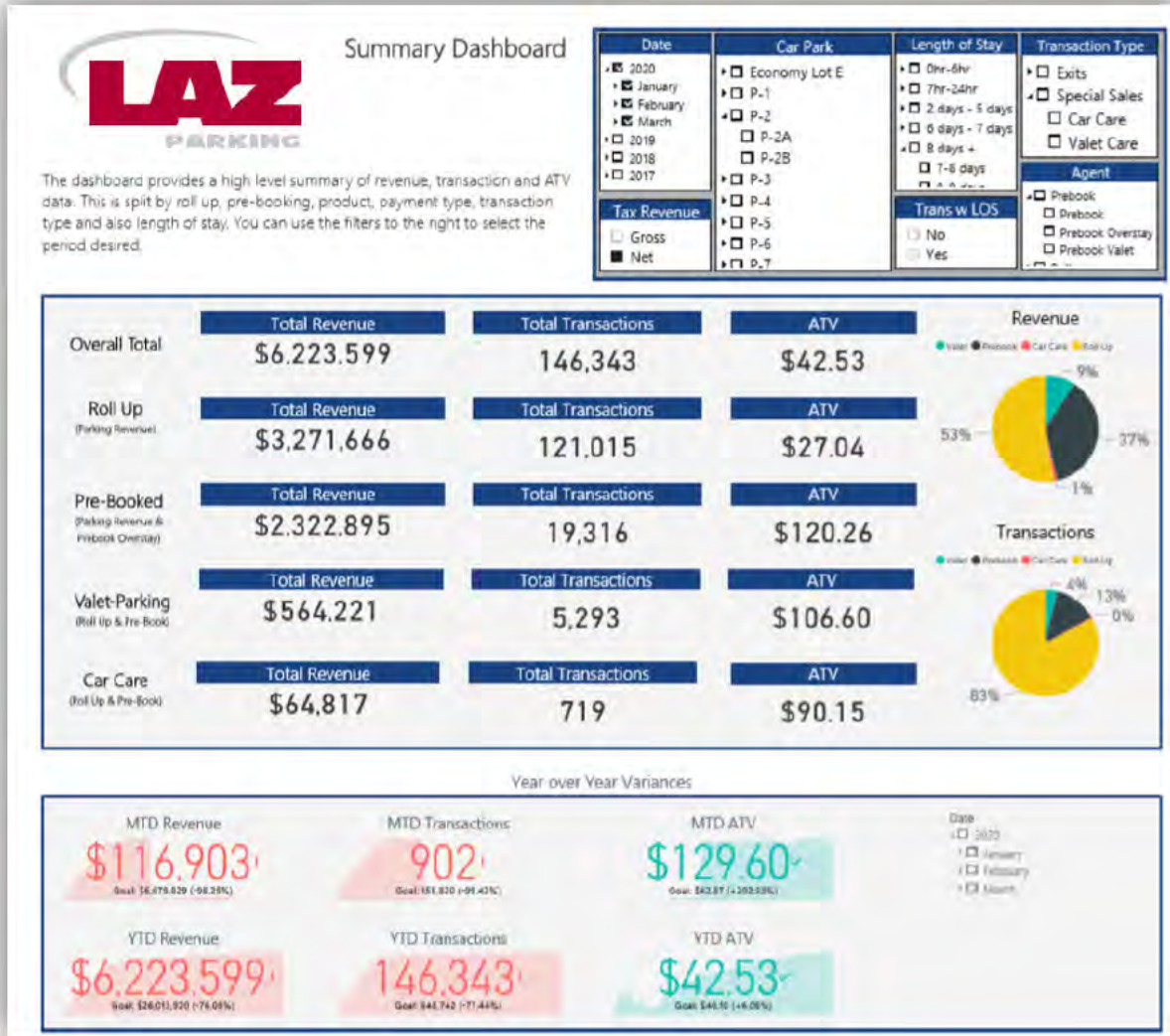


TAB 5 – PRODUCTS AND SERVICES / SCOPE

9. DASHBOARDS SAMPLES:

Following please see samples of dashboards that would be implemented.

We have many dashboards and reports which detail all aspects of parking analytics specifically designed for the appropriate parking sector.



The Summary Dashboard

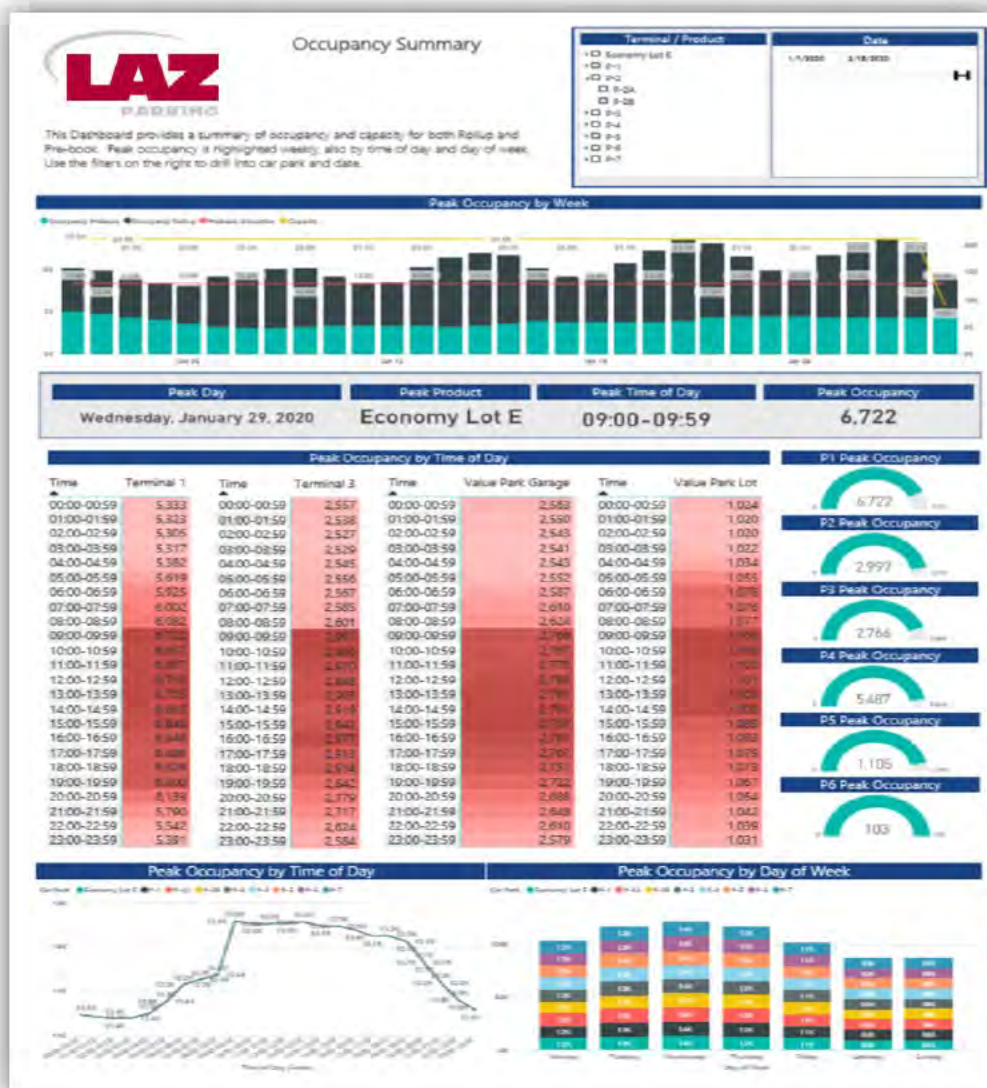
The dashboard provides a summary of transactional information relating to public sources of revenue, such as Rollup (i.e. drive-up) and Pre-book (i.e. online bookings). The transactional information summarized is compiled from example parking products and services offered to the public, such as daily / premium / value parking, car care services, and valet care service. The Summary Panel is a powerful tool when coupled with the summary page’s slicer, allowing for the evaluation and dissection of output information under different

TAB 5 – PRODUCTS AND SERVICES / SCOPE

criteria. The slicer adjusts the period being examined, the length of stay of transaction, dates to be considered, the agent and source of revenue (e.g. Rollup, Pre-book, Valet, Credit Card), the product/ lot, and whether the revenue is net of taxes or gross.

Summary Dashboard - Year over Year Variance KPIs

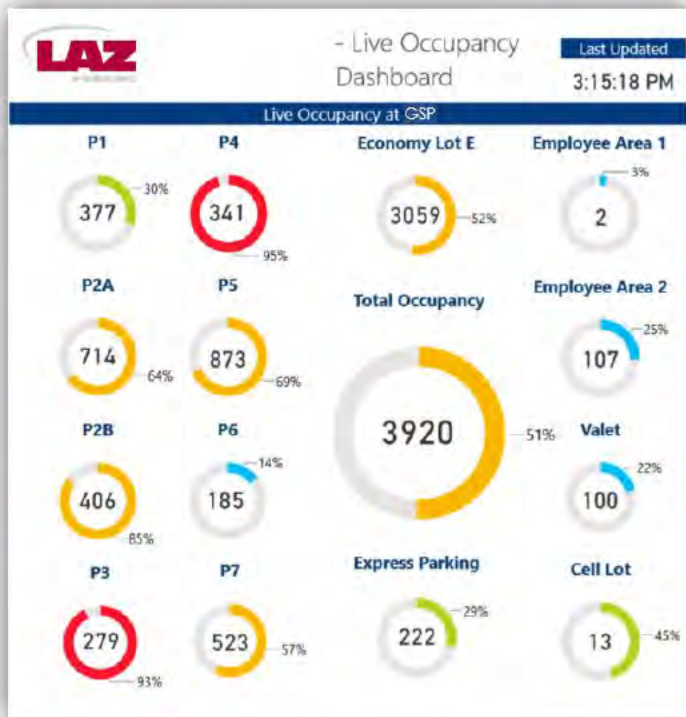
Year over Year (YOY) KPIs are frequently used in multiple dashboards as a metric to crosscheck the current year’s performance with previous year(s). The summary page YOY Variance panel (pictured below) includes an integrated slicer allowing for the evaluation of previous years/months YOY variance KPIs.



TAB 5 – PRODUCTS AND SERVICES / SCOPE

The Peak Occupancy Heatmap

The peak occupancy table in the Occupancy Dashboard illustrates hourly occupancy for each product, with a heatmap ranging from light to dark red denoting the occupancy rate when considering the total capacity for each lot/product. The gauges on the right show peak hourly occupancy per day per product. A slicer with the product selection is shown in the bottom right corner, which allows to user to filter the heatmap to the products of choice.



TAB 5 – PRODUCTS AND SERVICES / SCOPE



The above example would be refreshed in real-time

TAB 5 – PRODUCTS AND SERVICES / SCOPE



LOS Analysis

Powered by Indigo Analytics

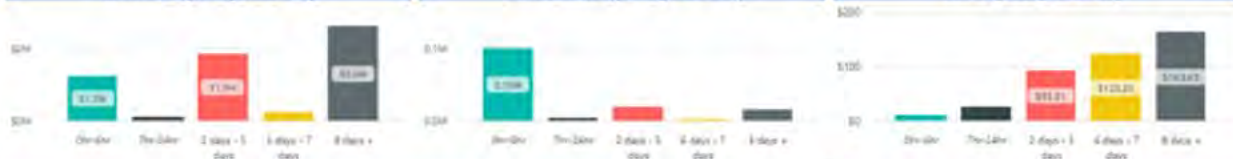
The dashboard provides summary of revenue, transaction and ATV data by Length of Stay. This is split by roll up, pre-booking, product, payment type and also length of stay. You can use the filters to the right to select the period desired. Note: all data below is exits only.

| | | | |
|-------------|----------|----------------|------------------|
| Date | Car Park | Length of Stay | Transaction Type |
| | | | Agent |
| Tax Revenue | | Trans w LOS | |
| ■ Net | | ☐ Yes | |

Average LOS (In Days)

1.79

Revenue by Length of Stay | Transactions by Length of Stay | ATV by Length of Stay



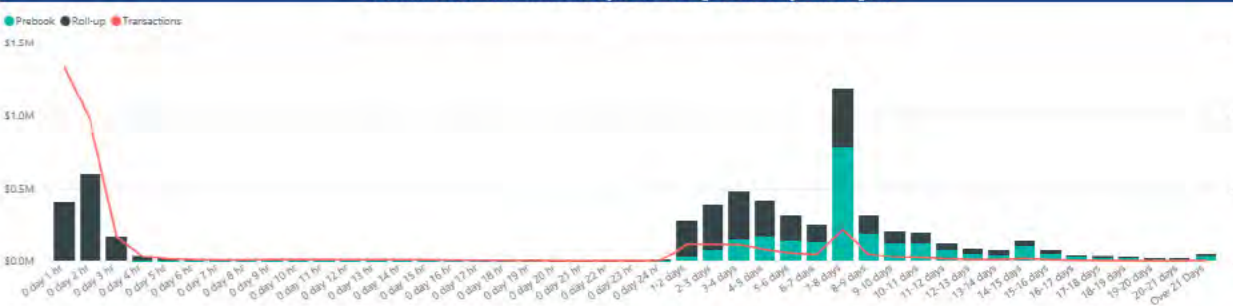
Transaction Mix by Length of Stay & Product | Transaction Mix by Product & Length of Stay



Revenue and Transactions by Length of Stay | Transactions by Customer Type | Transaction by Length of Stay



Revenue and Transactions by Gate Length Of Stay and Agent





TAB 5 – PRODUCTS AND SERVICES / SCOPE



Online Registration Dashboard

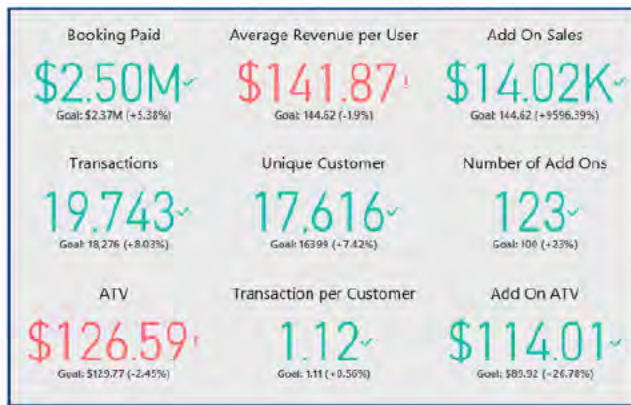
Powered by Indigo Analytics

The dashboard provides information on pre-book revenue, transaction and ATV. The below analysis is based on booking date

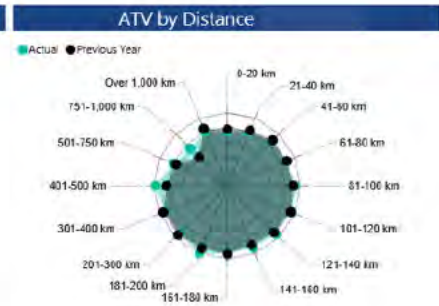
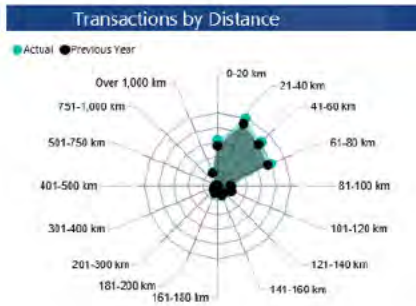
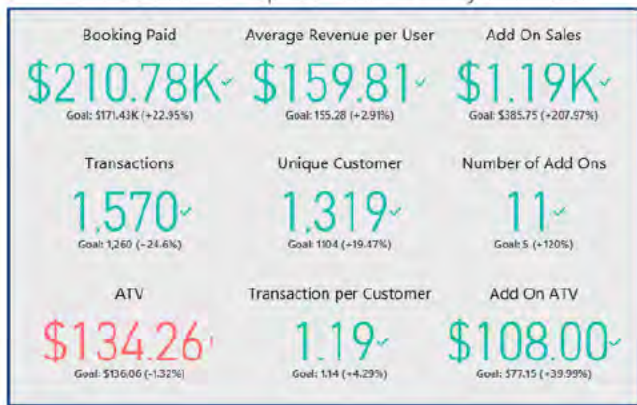
Revenue and transactions are split by car park, date & registration status.

| | | | |
|---|---|---|--|
| Car Park <input type="checkbox"/> Economy Lot E <input type="checkbox"/> P-1 <input type="checkbox"/> P-2A <input type="checkbox"/> P-2B <input type="checkbox"/> P-3 | Promotion <input type="checkbox"/> No Promotion <input type="checkbox"/> Promotion | Country / Province <input type="checkbox"/> All Locations <input type="checkbox"/> USA <input type="checkbox"/> CAN | Month <input type="checkbox"/> All Years <input type="checkbox"/> 2015 <input type="checkbox"/> 2016 <input type="checkbox"/> 2017 <input type="checkbox"/> 2018 <input type="checkbox"/> 2019 <input type="checkbox"/> 2020 <input checked="" type="checkbox"/> January <input type="checkbox"/> February <input type="checkbox"/> March <input type="checkbox"/> April <input type="checkbox"/> ... |
| Registered Status <input type="checkbox"/> Registered <input type="checkbox"/> Un-Registered | Agent <input type="checkbox"/> AMEX <input type="checkbox"/> CORP <input type="checkbox"/> PERK <input type="checkbox"/> WEB | GSP Distance (Miles) 1.90 13,403.80 | |

Month to Date YoY All Postal Codes



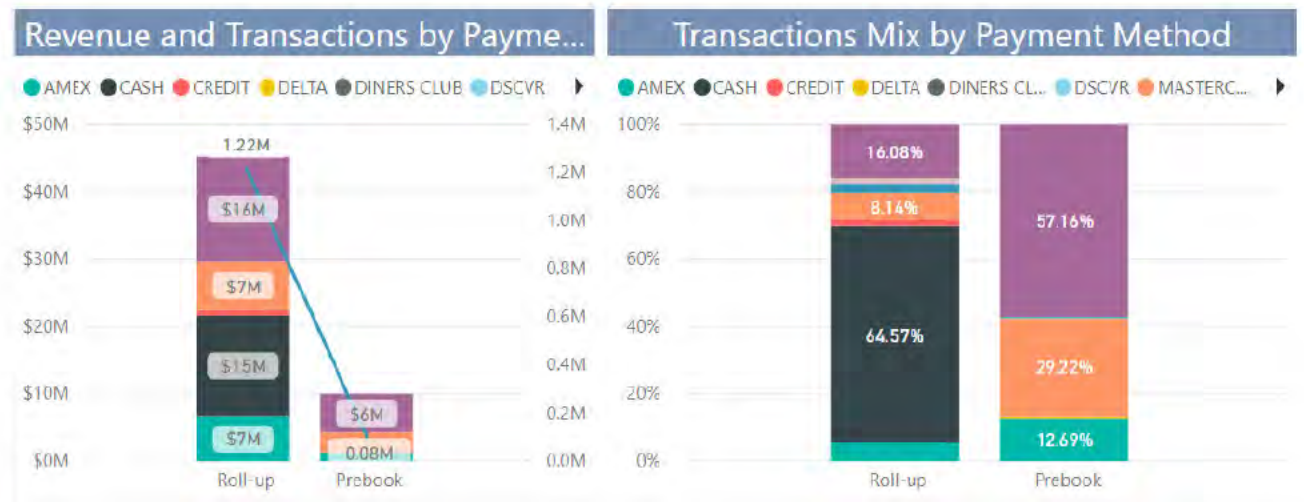
Month to Date YoY Top 100 Postal Codes by Transaction



Payment Methods

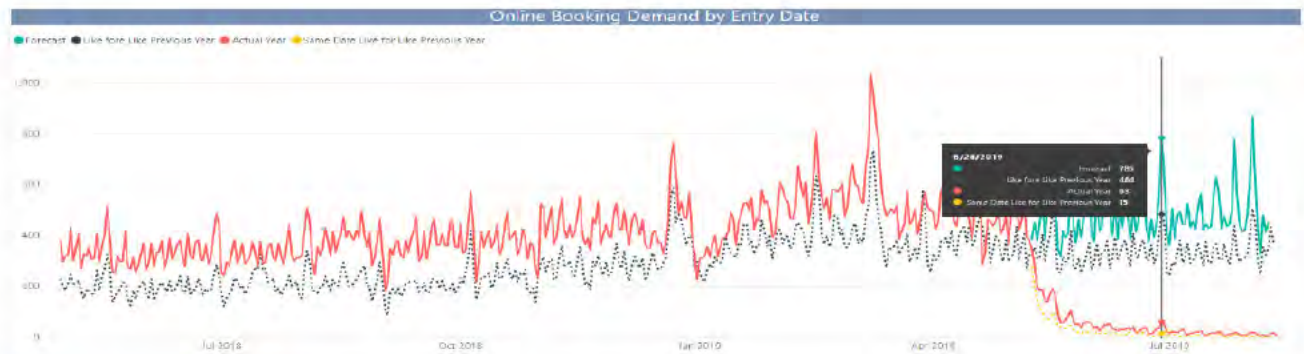
- Ⓟ The visualizations below show a stacked column chart of the payment method. Each column is representative of the source of income (pre-book/rollup).
- Ⓟ The visualization on the left shows the revenue as stacked column charts and the number of transactions is shown as a line series.
- Ⓟ The visualization on the right shows the percent revenue as stacked column charts.

TAB 5 – PRODUCTS AND SERVICES / SCOPE



Forecasted Online Demand Pipeline

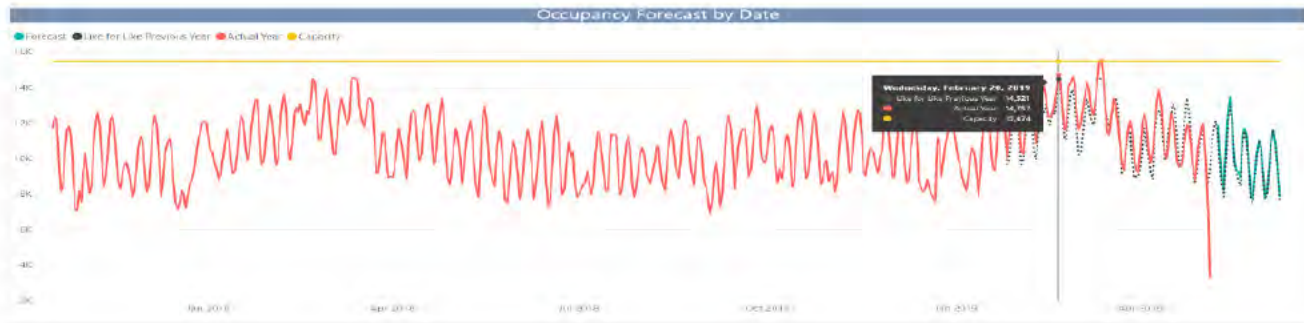
The online booking demand forecast (AKA the pipeline) is a line graph which illustrates forecasted daily bookings based on the dates of entry. The maxima and minima in the line graph are indicative of periods of high and low demands, respectively. The pipeline is extensively used as a tool to inform pricing strategies pertaining to pre-book products. Strategies include, but are not limited to, leveraging promotions to increase occupancy in off-peak periods, as well as inflating prices in anticipation of periods of peak demand and limited capacities.



The Occupancy Forecast

The occupancy forecast line graph compares & illustrates forecasted daily occupancy values against the backdrop of the physical capacities for each product. Located in the Daily Occupancy Dashboard, the dashboard’s slicer can be used to drill into products/lots of interests. The occupancy forecast can be used to inform decisions regarding anticipated periods of high demand, possible lot closures and/or valet contingencies.

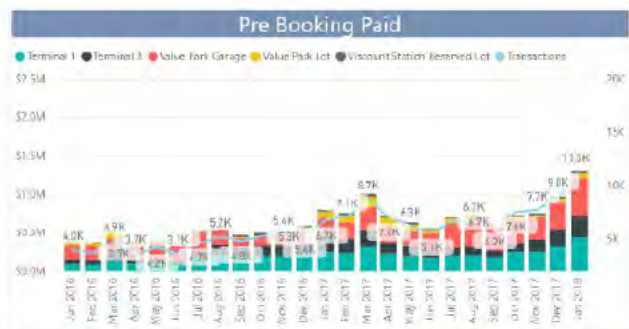
TAB 5 – PRODUCTS AND SERVICES / SCOPE



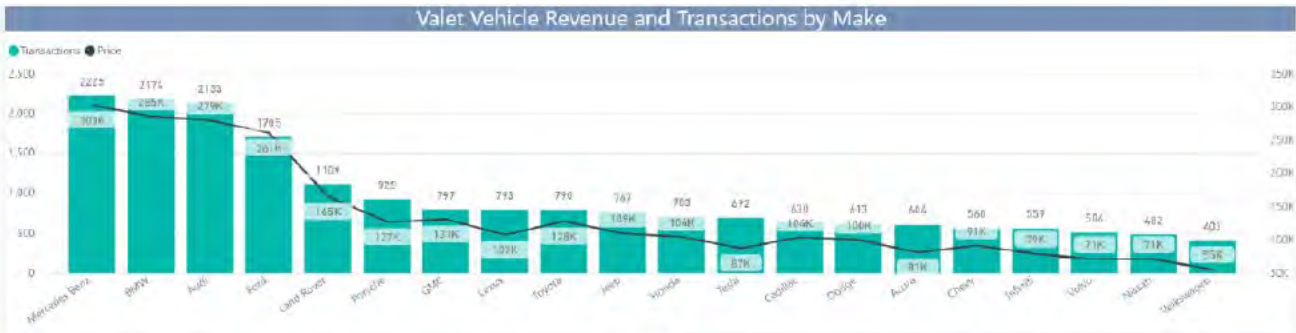
Summary Dashboard - Trend Paid

The monthly amount paid visualizations are found in the Summary Dashboard and provide an illustration of the monthly revenue for each product/service/lot. The visualizations consist of a stacked column chart representing revenue for each of the lots, with a line series denoting the number of transactions (see below).

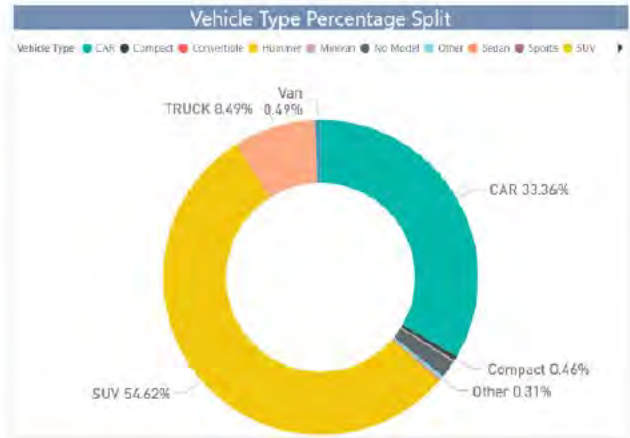
- Ⓟ The Roll Up Paid visualization illustrates the monthly rollup revenue from daily, express, and value self-park products.
- Ⓟ The Pre-booking Paid visualization provides the same information as the former, with the difference being that the revenue source is online reservations.
- Ⓟ The Valet Paid visualization provides monthly revenue from both online bookings and rollup sources, for all terminals & where the valet service is offered.
- Ⓟ The Car Care visualization provides monthly revenue from both online bookings and rollup sources, for all terminals.



TAB 5 – PRODUCTS AND SERVICES / SCOPE



| Make | Monday | Tuesday | Wednesday | Thursday | Friday | Saturday | Sunday |
|---------------|--------|---------|-----------|----------|--------|----------|--------|
| Acura | 110 | 124 | 106 | 101 | 62 | 81 | 63 |
| Alfa Romeo | | 3 | 2 | 1 | | 1 | 1 |
| Alfa Romero | 6 | 2 | 5 | 1 | 2 | | 2 |
| Aston Martin | 1 | | 2 | 2 | 1 | | |
| Audi | 404 | 252 | 389 | 352 | 255 | 730 | 207 |
| Bentley | 1 | 3 | 3 | 5 | 2 | 3 | 3 |
| BMW | 384 | 567 | 405 | 968 | 260 | 741 | 219 |
| Bugatti | 1 | 1 | | | 1 | | |
| Buick | 22 | 13 | 19 | 13 | 11 | 6 | 15 |
| Cadillac | 84 | 92 | 81 | 138 | 108 | 73 | 54 |
| Chevy | 113 | 56 | 84 | 84 | 83 | 56 | 52 |
| Chrysler | 15 | 14 | 22 | 11 | 14 | 11 | 8 |
| Datsun | | | 1 | | | | |
| Dodge | 89 | 124 | 112 | 106 | 72 | 51 | 59 |
| Ferrari | | | 1 | | | | |
| Fiat | 5 | 3 | 4 | 3 | 1 | | |
| Ford | 325 | 296 | 294 | 286 | 186 | 146 | 170 |
| GMC | 131 | 127 | 147 | 141 | 108 | 75 | 68 |
| Honda | 110 | 116 | 134 | 117 | 101 | 62 | 63 |
| Hummer | | | 1 | 1 | 2 | | 1 |
| Hyundai | 57 | 62 | 64 | 44 | 46 | 27 | 29 |
| Infiniti | 112 | 112 | 99 | 77 | 63 | 32 | 64 |
| International | 1 | | | | 1 | | |
| Jaguar | 59 | 65 | 56 | 52 | 36 | 10 | 29 |
| Jeep | 124 | 129 | 128 | 150 | 109 | 52 | 75 |
| Kia | 28 | 23 | 33 | 27 | 23 | 12 | 19 |
| Lamborghini | 1 | 2 | 1 | 4 | | | |
| Land Rover | 136 | 161 | 183 | 248 | 160 | 112 | 109 |
| Lexus | 165 | 121 | 141 | 122 | 107 | 84 | 75 |
| Lincoln | 64 | 53 | 58 | 66 | 36 | 18 | 28 |
| Maserati | 11 | 18 | 17 | 21 | 8 | 4 | 4 |

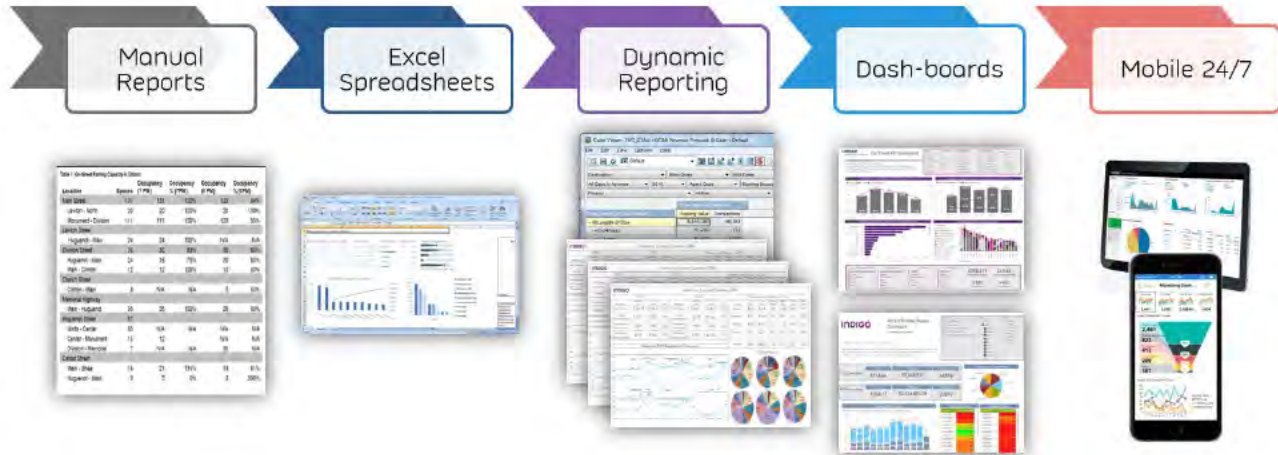


10. IMPLEMENTATION PHASES AND TIMELINE TO GO-LIVE

As detailed in the CRISP methodology above no reports or dashboards are built without understanding fully the business requirements. Our dynamic business intelligence tools enable us to share and make bespoke reports and dashboards within minutes. This can be demonstrated during any presentation if required.

As shown below a fast transition from manual static reports and processes to dynamic reporting and dashboarding will be automated and then distributed/available on any platform 24/7 to the Client.

TAB 5 – PRODUCTS AND SERVICES / SCOPE



See below high-level view of our standard 4 phased approach to full revenue management:

| | | | |
|--|---|---|--|
|  <p>P1 - Data Automation / Connectivity</p> <ul style="list-style-type: none"> Multiple Sources connected Automated daily feeds into LAZ reporting and dashboards Data validation, cleansing and normalisation methods applied Back office efficiencies |  <p>P2 - Business Intelligence</p> <ul style="list-style-type: none"> 100+ Dash boards and reports currently to choose from Deep learning - customer behaviour patterns Analyse and provide detailed visibility of performance Correlation - Passenger (PAX) Info, Weather, Competition analysis |  <p>P3 – Predictive Analytics & Revenue Management</p> <ul style="list-style-type: none"> Data prep for predictive and advanced analytics Self Learning Models built for demand forecasts and occupancy Rate modelling and scenario/elasticity analysis Product and price recommendations in-line with Airport strategy |  <p>P4 – Dynamic Pricing – Fully Automated</p> <ul style="list-style-type: none"> All Revenue yielding parameters/triggers built and automated Dynamic 365-day pricing strategy implemented Price and product distribution to 3rd party affiliates and resellers Optimization of products/New product recommendation |
|--|---|---|--|

The timeline to complete phases 1 to 4 ranges typically between 6-12 weeks. This is dependent on many key aspects such as data availability, data cleanliness/normalization requirements, IT connectivity and infrastructure, revenue management strategy including product and pricing as an example.

This robust and proven implementation strategy will provide the Client with full visibility and confidence during and after each step. Each phase will require full Client sign-off before we progress to the next phase.

Each phase of the journey is imperative to ensure the Client has full visibility of performance and customer behavior patterns. Accurate data gathering, clear and understandable visuals and powerful predictive demand analytics is the foundation for any dynamic yield management / pricing strategies.

TAB 5 – PRODUCTS AND SERVICES / SCOPE

The Global Centre of Excellence team has implemented the above strategy across Europe and North America for 10+ years and has resulted in revenue growth between 8-15% growth. From our experience, the implementation of the above dynamic personalization through the latest e-commerce methods as detailed on our proposal is where we have seen the biggest gains. During the implementation our most experienced revenue management team members worldwide would be 100% focused on the implementation for the Client.

Pricing for installation and management of this system can be provided upon request.

8. Describe maintenance programs for all parking facility structure types as well as all transportation vehicles.

Maintenance of Facilities

LAZ has 40 years of experience in cleaning, maintaining and repairing parking facilities including surface lots, garages, grass and landscape areas. Our philosophy is that all parking areas should be clean, well-lit, clearly marked, and inviting. LAZ parking will carry out any and all necessary duties to maintain the facilities 365 days a year during hours of operation and adjusting to any operational hours and days that may be implemented during the life of the contract. In addition to promoting a user-friendly atmosphere, we are experienced in providing maintenance services specific to parking structures, aimed at prolonging the useful life of the structure and maintaining the value of the asset. LAZ Parking will monitor, inspect and clean the parking and shuttle facilities and ensure that all Maintenance Standards and any additional services requested by the Client are executed as required. We pride ourselves on the cleanliness of all the facilities with which we are involved. LAZ Parking has a daily checklist and weekly and monthly duties that the staff completes.

Basic daily duties are to pick up all trash and empty all trashcans. The maintenance person completes the maintenance checklist form daily at the end of their shift. It is kept in a binder and reviewed by the manager on a daily basis. We record the duties that were completed, lights that were changed and any special projects, such as painting, that were completed that day. Our maintenance person also provides notes for the manager if there are items that need attention from the manager or from an outside contractor. Each month the maintenance person and the manager tour all the facilities together. They take notes on all deficiencies. They then determined how each deficiency will be completed; by whom and when. LAZ Parking is expert at establishing business relationships with vendors who provide parking related services and products at discounted prices to LAZ Parking operated locations. Additionally, we continuously investigate new technology which has the net effect of reducing energy consumption and we develop national buying contracts to improve efficiencies in purchasing. We have procured national and regional discounts due to our long-term relationships and buying power. This list is representative of the types of services that benefit from our national buying power:

- Ⓟ Power washing and power sweeping
- Ⓟ Uniforms
- Ⓟ Tickets

TAB 5 – PRODUCTS AND SERVICES / SCOPE

- Ⓟ Signs
- Ⓟ Light bulbs and ballasts
- Ⓟ Revenue control equipment and service
- Ⓟ Painting and striping
- Ⓟ Office equipment and supplies
- Ⓟ Cleaning supplies
- Ⓟ Elevator repair and maintenance

Facility Maintenance

The list below highlights some of the daily, weekly and seasonal maintenance procedures we can provide. Our comprehensive parking facility maintenance program, as well as daily and monthly reports which are utilized and provided to our clients, ensure the highest level of cleaning and maintenance services are furnished.

- Ⓟ **Grease and Oil:** Included on the maintenance checklist, the attendant will check for grease or oil spills or accumulations. When observed, the attendant will immediately clean the affected area.
- Ⓟ **Walls & Fences:** LAZ Parking will maintain all wall and fences to ensure that they are kept clean of all stains, dirt and graffiti. Graffiti will be removed within forty eight (48) hours and bumper marks will be painted over as needed.
- Ⓟ **Cleaning:** LAZ Parking will ensure that the entire lot is cleaned, including interior and exterior walkways, parking areas and sidewalks. Parking areas will be swept, grease and oil will be removed, and all litter will be removed.
- Ⓟ **Snow Removal:** We will be responsible for removal of snow, ice, slush, and the spreading of sand or ice control chemicals on the entrance and exit lanes, ramps, interior circulation roads associated with the parking facilities, sidewalks, parking decks in a parking structure, if applicable, and the parking areas of the surface lots.
- Ⓟ **Steam Cleaning:** Steam cleaning of the lot can be performed on an annual basis.
- Ⓟ **Signs:** LAZ Parking understands how crucial signage is to a parking facility. All Signs will be easily understood and professionally made; not hand printed or copy machine reproduced. LAZ Parking will only be allowed to post nonprofessional signs only in case of an emergency, but the emergency signs must be replaced within one week. Signs will also be repaired or replaced promptly when damaged.
- Ⓟ **Plants:** Where required, we will provide seasonal plantings for the landscaped areas around the garage and that we will maintain those areas. Maintenance will include watering, weeding, mowing and trimming. Where required, LAZ Parking will provide landscaping at each garage. LAZ Parking understands that the selection of plants, etc. requires prior approval of the Client.
- Ⓟ **Safety Equipment:** Equipment including fire alarm call boxes, fire extinguishers, and fire hose units will be maintained in good working order and inspected at least once a month. Closed circuit cameras and the intercom system will be inspected at least once a week.



TAB 5 – PRODUCTS AND SERVICES / SCOPE

- Ⓟ **Structural Inspections:** LAZ Parking will provide structural inspections, including water leaks, exposed rebar, concrete cracks and metal rust will be performed not less than once a year.
- Ⓟ **Sidewalk Inspections:** Inspections of the sidewalks abutting the Facilities for the presence of any sidewalk tripping hazards, including tree planting areas not at sidewalk grade, will be performed once a month. In the event any hazards are observed, such hazards will be reported immediately to the Director.
- Ⓟ **Maintenance of PARCS and other equipment:** As part of the daily maintenance checklist and per the recommendations of the service manuals, LAZ will ensure that all parking equipment are clean and well maintained. PARCS in each facility will be monitored at least daily to ensure all equipment is operational. Broken or damaged gate arms will be replaced immediately. Parking ticket and paper receipt jams will be cleared immediately. LAZ Parking will supply all system approved supplies and equipment necessary for management of day-to-day operations. LAZ Parking will immediately contact approved service vendor for equipment repairs beyond the scope of our staff.
- Ⓟ **Painted Surfaces on PARCS and other equipment:** LAZ shall maintain all painted surfaces on parking equipment, pay stations, kiosks, posts, curbs, islands, and an attendant booth. Any area to be painted shall be properly prepared and primed should painting be necessary. All color schemes shall be approved by the Client prior to commencement of work.
- Ⓟ **Posting of Emergency Procedures:** LAZ shall visibly post the Emergency Procedures contained in our Parking Safety and Loss Prevention Manual; in all work stations and at the Parking Management Office.
- Ⓟ **Other Work:** LAZ Parking will provide all other ordinary maintenance and repair work of the premises and equipment as needed.
- Ⓟ **Instructions:** LAZ Parking understands that the Client reserves the right to instruct us to clean or repair any item which falls under the category of routine maintenance and repair.

Below please find a Sample Maintenance Checklist.

| Daily Maintenance Task List | |
|--|-----------------|
| Employee: _____ | Location: _____ |
| Manager: _____ | Date: _____ |
| | Time: _____ |
| INITIAL: _____ | |
| Clean Lot | |
| Trash pickup i.e. bottles, wrappers etc. | _____ |
| Empty trash cans | _____ |
| Inspect and clean sidewalks | _____ |



TAB 5 – PRODUCTS AND SERVICES / SCOPE

| | |
|--|--|
| Clean cigarette butts and cob webs | |
| Entrance & exit areas clean | |
| Daily Sweep and Prep | |
| Sweep corners, behind curb stops and hard to reach areas | |
| Sweep entrance/exit area | |
| Add oil-dry to slippery areas | |
| Use blowers for leaves, etc.. | |
| Office Maintenance | |
| Clean office daily | |
| Empty trash cans | |
| Clean windows | |
| Clean restrooms | |
| Booth | |
| Clean windows inside and out | |
| Empty trash containers | |
| Inventory supplies | |
| Signs | |
| Clean signs | |
| Replace signs | |
| Check for visibility | |
| Lights | |
| Replace burned out lights | |
| Inspection | |
| Safety & trip hazards & other potential risks | |
| PM maintenance equipment | |
| Order maintenance supplies | |
| Align wheel stops or other traffic directors and cones | |
| Entrances/Exits/Booths | |
| Clean area | |



TAB 5 – PRODUCTS AND SERVICES / SCOPE

| | |
|---|-------|
| Mop or vacuum booths | _____ |
| Drainage | _____ |
| Squeegee ponding areas | _____ |
| Check drain for clogging | _____ |
| Facility Perimeter | _____ |
| Clean debris around the facility perimeter | _____ |
| Notify management of any landscaping issues | _____ |
| Weed suppression | _____ |
| Comments: | _____ |

- Ⓟ **Routine Maintenance/Minor Repairs:** Maintain the Parking Facilities to include the replacement of supplies and all ordinary maintenance and repair of the Parking Facilities and equipment that are normally performed on a day-to-day basis in order to keep the Parking Facilities and equipment operating in an efficient, clean, and reasonably safe manner, in a reasonably safe, clean, attractive condition, to the complete satisfaction of the Client, in compliance with the terms of the agreement and with all applicable laws. We will be responsible for and will pay the cost of all routine maintenance and minor repair work on the Parking Facility premises.

- Ⓟ **Cleaning of Parking Facilities:** Conduct routine cleaning of all premises related to the operation. This includes keeping designated pedestrian walkways, and Parking Facilities free and clear of rubbish, litter, dirt, spilled substance, grease/oil, and any other debris; providing janitorial services to restrooms; conducting periodic washing of interior and exterior of attendant booths; maintaining Manager's office in a clean, neat, and orderly condition; and maintaining all signs and graphics in clean and legible condition free from graffiti.

- Ⓟ **Maintenance of Equipment:** Enter into a service contract with a Client approved maintenance company to perform quarterly scheduled preventative maintenance service and necessary equipment repairs. We will maintain a record of regularly scheduled preventive maintenance service performed and submit a copy of preventative maintenance reports with invoices to Client no later than 30 calendar days following completion. Preventative maintenance of equipment shall be conducted during four scheduled inspections on a quarterly basis, or more often if required by the manufacturer. Below please find a sample of our PARCS equipment maintenance checklist.



TAB 5 – PRODUCTS AND SERVICES / SCOPE

Below please find our PARCS Maintenance Checklist.

PARCS Maintenance Checklist

| |
|---|
| BARRIERS |
| CHECK SHEAR BOLTS |
| INSPECT GATE ARM FOR CRACKS AND MISSING CAPS |
| FOR ILLUMINATING ARMS CHECK THE LAMP AND LAMP WIRES |
| CLEAN CONTACTS ON THE CONTACT BOARD AND TEST BOARD |
| CYCLE GATE OPEN AND CLOSE FOR PROPER OPERATION |
| INSPECT EXPOSED INTERNAL LINKAGES |
| CHECK BOOM AXLE FOR INTEGRITY |
| CHECK HOUSING FOR EXTERNAL DAMAGE |
| ADJUST AND LEVEL GATE ARM |
| CHECK FOR LOOSE CONNECTIONS |
| CHECK HOUSING FOR EXTERNAL DAMAGE |
| CLEAN AND WIPE DEVICES AS NEEDED |
| CARD READERS |
| CHECK ON LINE STATUS |
| TEST CARD READERS FOR PROPER OPERATION |
| CLEAN AND WIPE DEVICES AS NEEDED |
| CODERS |
| RUN CLEANING CARD THROUGH MECH |
| REMOVE MECH AND BLOW OUT ALL DUST AND DEBRIS |
| REMOVE AND INSPECT THE PRINTHEAD |
| INSPECT ALL BELTS, GEARS, WHEELS, ROLLERS AND O'RINGS FOR PROPER OPERATION |
| CHECK TICKET RETRACTOR FOR PROPER OPERATION IF APPLICABLE FOR UNIT USE |
| CHECK ALL MOTORS FOR PROPER OPERATION |
| CHECK CUTTING DEVICE, CUT OFF WHEEL AND GUIDE CABLE IF APPLICABLE |
| INSPECT TICKET TRACKS |
| LUBRICATE PARTS AS NEEDED |
| INSPECT THE BAR CODE READER FOR PROPER OPERATION |
| CLEAN AND TEST THE MAG HEAD IF APPLICABLE TO UNIT AND FEATURE IS BEING USED |
| CHECK ONLINE STATUS |
| ALIGN AND TEST PRINTING |
| CLEAN AND WIPE DEVICES AS NEEDED |
| TICKET COLUMNS |
| RUN CLEANING CARD THROUGH MECH |
| REMOVE MECH AND BLOW OUT ALL DUST AND DEBRIS |
| REMOVE AND INSPECT THE PRINTHEAD |
| INSPECT ALL BELTS, GEARS, WHEELS, ROLLERS AND O'RINGS FOR PROPER OPERATION |
| CHECK CUTTING DEVICE, CUT OFF WHEEL AND GUIDE CABLE IF APPLICABLE |
| INSPECT TICKET TRACKS |
| LUBRICATE PARTS AS NEEDED |



TAB 5 – PRODUCTS AND SERVICES / SCOPE

| |
|--|
| INSPECT THE BAR CODE READER FOR PROPER OPERATION |
| CLEAN AND TEST THE MAG HEAD IF APPLICABLE TO UNIT AND FEATURE IS BEING USED |
| TEST UNIT TO SEE IF IT IS ON LINE |
| ALIGN AND TEST PRINTING |
| CHECK LATCHING HARDWARE |
| CHECK DISPLAY |
| CHECK INTERCOM |
| CHECK CARD READER |
| LUBRICATE THE PULL OUT SLIDE TRACKS AS NEEDED |
| CHECK THE CODER RELEASE PIN |
| CHECK ALL POWER AND DATA CONNECTIONS |
| TEST UP/DOWN SWITCH |
| CHECK ON/OFF BREAKER |
| CHECK FOR INTERNAL DAMAGE |
| CHECK ON LINE STATUS |
| TEST TICKET ISSUE AND TICKET RELEASE BUTTON |
| CLEAN AND WIPE DEVICES AS NEEDED |
| CHECK DEVICE STATUS |
| CHECK PROPER OPERATION |
| CLEAN AND WIPE DEVICES AS NEEDED |
| THERMO VALIDATOR |
| TEST PRINTING |
| ADJUST TEMPERATURE IF NEEDED |
| CLEAN AND CHECK STAMP |
| CLEAN AND WIPE DEVICES AS NEEDED |

Shuttle Bus Maintenance

Vehicle Maintenance Procedures

LAZ Parking will maintain the shuttles and equipment in a safe, clean, operable and sanitary condition. All our vehicles and equipment will meet all Federal, State, and Local regulations. We will handle the daily inspection and cleaning of all vehicles and equipment utilizing internal staff and work to ensure that a robust maintenance program is followed. The individual shuttles will have their own maintenance folders. Each time a shuttle has an issue for which maintenance is performed or repairs are made, a maintenance form will be completed, and it will be filed in the shuttle's maintenance folder. We will also assist with the following:

- Ⓟ Comply with warranties for vehicles
- Ⓟ Inspect vehicles daily for damage
- Ⓟ Keep maintenance and repair records

TAB 5 – PRODUCTS AND SERVICES / SCOPE

LAZ believes that delivering a consistent level of mechanical performance requires meticulous processes, reliable equipment, and skilled people committed to providing safe, efficient, on-time vehicles. Our proposed guidelines for successful maintenance are as follows:

- Ⓟ We make every repair in accordance with original equipment manufacturer (OEM) standards. This is the most cost effective and efficient approach to assuring proper vehicle operation.
- Ⓟ Preventive maintenance is a priority. This continuous process improves the manner in which we can diagnose and address issues before they become more costly and detrimental to our level of service.
- Ⓟ The use of well-trained and skilled technicians leads to accurate problem diagnosis, reduced repair costs, and increased vehicle availability.
- Ⓟ Complete and accurate maintenance records allow us to make rational, logical decisions regarding our vehicles and equipment.
- Ⓟ We empower each employee with quality control responsibilities. This improves employee morale and productivity, increases their quality of work, reduces the occurrence of repeat repairs, and maximizes fleet and equipment availability.
- Ⓟ Clearly stated performance standards establish shared quality expectations and serve as a guide for management oversight.
- Ⓟ Tracking inventory by individual part and repair improves inventory management and historically based stock levels.

Preventative Maintenance Procedures: LAZ’s goal of preventive facility maintenance is to perform all inspections and service before a repair is needed.

Maintenance activities include:

- Ⓟ Preventive Maintenance troubleshooting or minor repair of worn out or defective components
- Ⓟ Resetting and the monitoring of HVAC system and automatic fire protection and alarms
- Ⓟ Documentation of PM inspections, service, and notification
- Ⓟ Repair of any necessary parts or failed components

As with our vehicle maintenance program, we maintain an inventory of OEM parts sufficient to ensure all systems are kept operational. We will remove from service under this contract all employees who become disqualified from driving a passenger vehicle due to infractions/tickets/arrests.

All buses will be ready for service, clean both inside and out, and ready to use at the start of the requested service. We will outsource our quarterly and annual maintenance of the buses which makes it easy to keep up with all the service our vehicles will need with minor to major repairs, service due reminders, and detailed reports. We will coordinate preventative maintenance which will include, but not be limited to, oil and filter change, engine tune-up, transmission lube, differential lube, charging system test, ultraviolet inspections, auxiliary equipment, refrigeration units, service-due reminders, wheels alignment, and glass replacement. We recommend the following Preventive Maintenance plan:

Every 6K miles – A Basic PM should be performed, this includes:

- ✓ Oil and filter change
- ✓ Multi-point inspection - includes all inspections as outlined in the owner’s manual

TAB 5 – PRODUCTS AND SERVICES / SCOPE

- ✓ Tire tread depth inspection, check wear, adjust pressure and reset tire pressure monitor (as applicable)
- ✓ Fluid levels checked and topped off as necessary
- ✓ Lube front suspension, steering linkage, transmission shift linkage,
- ✓ Parking brake cable guides, rear leaf spring shackles, and control arm ball joints
- ✓ Check engine air filter or charge indicator
- ✓ Check dealer database for outstanding recalls
- ✓ Check for cracking shackles (Chevy Express shuttles)
- ✓ Every 6K miles – the following services should be performed in addition to the Basic PM
- ✓ Rotate and balance tires, check wear and adjust pressure – service may be extended to 12K if driving conditions dictate
- ✓ Brake system inspection, includes inspection of pads, rotors, calipers, and brake lines for proper operation

Every 30K miles – the following services should be performed in addition to the Basic PM

- ✓ Transmission fluid flush – Use cleaner to remove varnish and sludge from the transmission valve body, torque converter /lines
- ✓ Fuel filter change
- ✓ Fuel/Air Induction Service - Clean fuel injectors, intake (throttle body) and intake manifold, ports, valves and combustion chamber.
- ✓ Every 60K miles – the following services should be performed in addition to the Basic PM
- ✓ Rear Differential Service - Remove all of the old oxidized fluid, clean and inspect gears and replace it with BG Ultra Guard Synthetic Gear Lube (or comparable).

Every 100K miles – the following services should be performed in addition to the Basic PM

- ✓ Tune-up package with Ignition cables - Replace spark plugs, air filter, inspect ignition components for any abnormalities and replace ignition cables using OEM parts.
- ✓ Cooling System Fluid Exchange - Flush cooling system, radiator, block, heater cores, hoses, etc. Pressure test, check hoses, cap and connections. Install BG Cooling System Corrosion Control Kit (or comparable) and refill with OEM coolant to proper levels.

Vehicle Pre Inspection: The following is the procedure that LAZ will follow for all pre-trip inspection reports: The driver assigned to the shuttle must complete a thorough pre-trip inspection of their assigned shuttle. Any defects or deficiencies found during the initial pre-trip or that occur during the course of their shift will be noted on the pre-trip inspection form.

Every motor carrier shall require its drivers to report, and every driver shall prepare a report in writing at the completion of each day's work on each vehicle operated and the report shall cover at least the following parts and accessories:

- Ⓟ Service Brakes (Including trailer brake connections)
- Ⓟ Parking (hand) brake
- Ⓟ Steering mechanism
- Ⓟ Lighting devices and reflectors

TAB 5 – PRODUCTS AND SERVICES / SCOPE

- Ⓟ Tires
- Ⓟ Horn
- Ⓟ Windshield wipers
- Ⓟ Rear vision mirrors
- Ⓟ Coupling devices
- Ⓟ Wheels and rims
- Ⓟ Emergency Equipment

If any of the above items are found to be defective at any time during the driver's shift that defect is to be reported immediately and the shuttle is to be taken out of service.

At the completion of the drivers shift they will turn one copy of the pre-trip inspection report into the dispatcher. The other copy will remain in the inspection book which will remain in the shuttle. At this point the dispatcher will look over the pre-trip inspection form and note any defects of deficiency into the shuttle maintenance issues binder under the corresponding bus. Once this is completed the dispatcher will attach the pre-trip inspection form to the appropriate bus damage report.

PRE-TRIP INSPECTIONS

The most frequent vehicle inspection is the Pre-trip Inspection conducted by the shuttle driver before starting a shift or taking over a vehicle as required by the Commercial Drivers License (CDL) law and by FMCSR 396.11. Prior to boarding passengers, shuttle drivers must verify the overall operation and condition of the vehicle.

LAZ Parking's Supervisor reviews the Vehicle Inspection Reports daily. Any defects noted by the shuttle operator must be inspected to determine the severity of each reported defect. Based on the severity of the defect, a decision will be made to either defer the repair or correct the defect before returning the vehicle to service. On the following page please find a sample [Shuttle Inspection Checklist](#) which is completed by each driver at the start/end of their shift.



TAB 5 – PRODUCTS AND SERVICES / SCOPE

DRIVER’S LIGHTWEIGHT VEHICLE REPORT

| Vehicle Inspection Report | |
|---------------------------|-------------------------------------|
| Location Number | Vehicle Identification Number (VIN) |
| | |
| Driver: | |
| Date: | |

| | | | |
|----------------|---------------|---------------|----------------|
| Mileage: | Vehicle Year: | Vehicle Make: | Vehicle Model: |
| Location Name: | | | |

INSTRUCTIONS: Vehicle Inspection must be done by the driver at the beginning of each driver's shift. If any possible safety issue is detected, driver must notify his/her supervisor prior to operating the vehicle. It is the responsibility of the supervisor to help fix issues that are immediately fixable and to put the vehicle out-of-service if issues exist that cannot be fixed immediately. Vehicle must be repaired before it is operated. Driver may not operate or be forced to operate an unsafe vehicle.

| VEHICLE COMPONENTS INSPECTED | | | | | | |
|---|---------------------|--------------|---------------|----------------------|--------------|---------------|
| ITEM | PRE-TRIP INSPECTION | | | POST-TRIP INSPECTION | | |
| | OK | NEEDS REPAIR | DATE REPAIRED | OK | NEEDS REPAIR | DATE REPAIRED |
| Look for anything that might be leaking under the vehicle such as oil, gas, brake fluid, water, etc. | | | | | | |
| Start the vehicle and check for exhaust noise or odor | | | | | | |
| Headlights (high and low beams) | | | | | | |
| 4-way flashers and Signal lights (front and back) | | | | | | |
| Parking lights and Break lights | | | | | | |
| Back up lights and Plate light | | | | | | |
| Check tire pressure (visual check) | | | | | | |
| Check tire wear (bald, bulges, large cracks, etc.) | | | | | | |
| Check Shock Absorbers: bounce vehicle up and down at each wheel. If the vehicle bounces 2 or more times, the shock is weak. | | | | | | |
| Check Gas/Fuel and Oil levels | | | | | | |
| Dashboard Warning Lights: when you start the engine all warning lights should come on. If any stay on after the engine is running there is a problem. | | | | | | |
| Check to be certain the horn is working | | | | | | |
| Check all Windshield Wipers and Washer Fluid to be certain all are in working order. | | | | | | |
| Check Windshield and all glass for cracks | | | | | | |
| Make sure all seat belts are in working condition | | | | | | |
| Adjust review mirror properly and make certain it is securely attached. | | | | | | |
| Adjust right and left side mirrors properly and make certain they are securely attached. | | | | | | |
| Make sure side mirrors are clean and not broken | | | | | | |
| Pump brake pedal 3 times and hold down for a count of 10. Pedal should not go down more than half way. If it does, repair immediately. Test by driving slowly, apply brakes and make sure vehicle doesn't pull to one side. | | | | | | |

Driver's Signature (after Post-Trip Inspection)





TAB 5 – PRODUCTS AND SERVICES / SCOPE

Ride-Along Training & Driver Evaluation Checklist

| | | |
|---|--------------------------|--|
| | | Driver Evaluation |
| Date of Observation: ____ / ____ / ____ | | Employee ID #: _____ |
| Employee Name: _____ | | Site Leader: _____ |
| Site Location Name: _____ | | Time of Observation: _____ |
| Purpose Of Training: (Please place a check in the appropriate box) | | |
| <input type="checkbox"/> | New Employee | <input type="checkbox"/> |
| <input type="checkbox"/> | Monthly Recertification | <input type="checkbox"/> |
| | | Accident Recertification |
| | | License Expiration Date: ____ / ____ / ____ |
| Instructions: Place a check in the appropriate box to indicate Yes No or Not Applicable for each statement. | | |
| Y | N | N/A |
| Preparation | | |
| <input type="checkbox"/> | <input type="checkbox"/> | Place keys on carabineer prior to issuing claim check ("Claim check for Keys") |
| <input type="checkbox"/> | <input type="checkbox"/> | Note pre-existing damage on the VDS using "S", "D" & "C", and obtained guest initials or check box stating guest did not stay for inspection |
| <input type="checkbox"/> | <input type="checkbox"/> | Request guest remove valuables, checked the vehicle for visible valuables and promptly notified guest |
| <input type="checkbox"/> | <input type="checkbox"/> | Identified vehicle specific issues prior to driving (i.e,height,roof rack, oversize, trailer, manual, luxury) and places appropriate tag on keys |
| Starting Vehicle | | |
| <input type="checkbox"/> | <input type="checkbox"/> | Uses clutch properly, shifts gears smoothly, refrains from over revving or rolling back |
| <input type="checkbox"/> | <input type="checkbox"/> | Windows are immediately placed in the down position and radio turned off before moving the vehicle |
| Steering and Mirror usage | | |
| <input type="checkbox"/> | <input type="checkbox"/> | Scans area ahead moving eyes every 2-3 seconds (looking for any pedestrian or vehicle movement) |
| <input type="checkbox"/> | <input type="checkbox"/> | Flashes lights when approaching and going around blind corners |
| <input type="checkbox"/> | <input type="checkbox"/> | When pulling from ramp or curb employee checks mirrors and looks over their shoulder |
| Speed and Following Distance | | |
| <input type="checkbox"/> | <input type="checkbox"/> | Does not exceed posted speed limit in garage or on roadway |
| <input type="checkbox"/> | <input type="checkbox"/> | Does not tailgate, maintains proper space cushion when following other vehicles |
| <input type="checkbox"/> | <input type="checkbox"/> | Adjust speeds to varying road and weather conditions (rain or construction) |
| <input type="checkbox"/> | <input type="checkbox"/> | Drives with an extremely high level of care when near pedestrians |
| Stopping and Intersections | | |
| <input type="checkbox"/> | <input type="checkbox"/> | Stops completely at all stop signs, cross walks and intersections |
| <input type="checkbox"/> | <input type="checkbox"/> | Looks left - right - left before entering into intersection |
| <input type="checkbox"/> | <input type="checkbox"/> | Leaves a space cushion when parking vehicle on ramp or drive (allows an escape route which prevents any unnecessary backing) |
| Parking and Closing the Deal | | |
| <input type="checkbox"/> | <input type="checkbox"/> | Proper parking space selected for type of vehicle (including luxury & oversize) |
| <input type="checkbox"/> | <input type="checkbox"/> | Visually scans the area for any potential hazards before backing (does not rely solely on just looking over their shoulder) |
| <input type="checkbox"/> | <input type="checkbox"/> | Scans mirrors, rearview & camera before and during the backing maneuver (do not rely only on camera) |
| <input type="checkbox"/> | <input type="checkbox"/> | Back at a controlled speed with foot on break pedal at all times |
| <input type="checkbox"/> | <input type="checkbox"/> | If in doubt, stop the vehicle and get out and look |
| <input type="checkbox"/> | <input type="checkbox"/> | Place vehicle in gear and set emergency brake if it is a manual transmission |
| <input type="checkbox"/> | <input type="checkbox"/> | Vehicle is centered in parking spot with wheels positioned straight & lights turned off |
| <input type="checkbox"/> | <input type="checkbox"/> | Vehicle has sufficient space between walls, pillars and other vehicles |
| <input type="checkbox"/> | <input type="checkbox"/> | Windows and sunroof are closed, doors locked and sunroof is up. |
| <input type="checkbox"/> | <input type="checkbox"/> | Mark the parking space on the key tag (either original or re-park) |
| <input type="checkbox"/> | <input type="checkbox"/> | Return seat, steering wheel and/or mirrors to their original positions |
| <input type="checkbox"/> | <input type="checkbox"/> | Keys are secured on a carabineer or gripped tightly in fist |
| Retrieval | | |
| <input type="checkbox"/> | <input type="checkbox"/> | Walk around the vehicle and touch all potential hazards ("Slap Away Claims") |
| <input type="checkbox"/> | <input type="checkbox"/> | Return keys to lead if the guest is not ready and secure the vehicle (DO NOT LEAVE IN CAR) |
| <input type="checkbox"/> | <input type="checkbox"/> | Remove keys from vehicle and verify ownership with the claim check ("Key for Claim Check") |
| <input type="checkbox"/> | <input type="checkbox"/> | Remove all tickets and hand tags from vehicle if daily or checking out |
| Appreciative and Constructive Feedback given. Any "N" must be noted and reviewed with employee 29+ Passes, 28 and under retrain 1 day and must complete another ride along: | | |
| Score: _____ | | Retrain Y OR N: _____ |
| Notes: _____ | | |
| Employees Signature: _____ | | Date: ____ / ____ / ____ |
| Site Leader Signature: _____ | | Date: ____ / ____ / ____ |

TAB 5 – PRODUCTS AND SERVICES / SCOPE

Maintenance of accessible features on vehicles: LAZ shuttle operators test the lift or ramp of all buses during the pre-trip inspection. ALL breakdowns of accessibility equipment are reported immediately to dispatch and the maintenance department. Operators follow the instructions received upon providing such a report. A vehicle with an inoperable lift or ramp is removed from service immediately and not returned to service until repaired. LAZ informs the Client and prevents the vehicle from returning to service until the lift/ramp is fully functioning and approved for service.

9. Describe parking lot cleaning and vehicle cleaning processes including appropriate disinfection procedures.

COVID-19 Safety Protocols

To keep our employees and clients and customers safe, and to meet the heightened demands of providing public services today, LAZ Parking has established Safety Guidelines for all locations as follows. We would train and monitor our staff at the facility or location to ensure that proper safety protocols are followed. Below please find a description of LAZ Parking's Safety Guidelines. Upon award we would work with you to refine these guidelines according to the Client's needs.

SAFETY GUIDELINES FOR ALL LOCATIONS REGARDING COVID-19

Purpose: As a people-first company, keeping our employees safe is our highest priority. In addition to our employees, we believe it is our responsibility to do everything within our power to keep our clients and customers safe, as well as to do our part to mitigate the spread of COVID-19 within the community. Accordingly, we ask that all LAZ family members adhere to the guidelines below (which apply to all LAZ locations).

Location Postings: In a place that allows for maximum visibility, all locations should have appropriate flyers posted to ensure that employees have easy access to important safety information and protocols. All approved posters are available on the #behealthybesafe page within the LAZ People website and only these approved flyers should be posted. Additional or customized flyers (or other location postings) must be approved by the VP or SVP of People + Culture and Deputy General Counsel or Corporate Counsel.

Supplies: All locations should be equipped with the appropriate supplies to protect employees, clients and customers, potentially including, but not limited to:

- Ⓟ Hand soap
- Ⓟ Hand sanitizer
- Ⓟ Sanitizing / cleaning wipes
- Ⓟ Gloves
- Ⓟ Masks and/or other face coverings
- Ⓟ Disinfectant

TAB 5 – PRODUCTS AND SERVICES / SCOPE

Supplies should be procured by a designated individual within the region/silo following the company's established procurement protocols (established nationally). For questions about procuring supplies for a specific location, please contact your manager or your region's HR Business Partner.

Location Cleaning Schedules: Anyone managing a location should be held accountable for developing and implementing a daily schedule (using the approved Location Cleaning Schedule Template) for sanitizing and disinfecting high-touch areas (such as those listed in the COVID-19 Safety Poster). The location cleaning schedule should include sanitizing high-touch areas at least twice daily, but this may be more often for higher traffic locations. The Location Cleaning Schedule Template is available on the #behealthybesafe page within the LAZ People website.

Regional Vice Presidents and General Managers should establish processes for 1.) ensuring that locations have cleaning schedules that are appropriate based on traffic / business volume and 2.) anyone managing a location is overseeing the development and daily deployment of those schedules.

Any employee who feels his/her location is not being adequately cleaned / sanitized is encouraged to contact his/her local HR Business Partner.

Training: All employees (new to LAZ or recalled) should complete their assigned Safety Orientation Session(s) through LAZ University (which includes COVID-19 safety) within three business days of starting work. These interactive learning experiences comply with guidelines and best practices established by the CDC and, as appropriate, OSHA and other government regulatory agencies. Training varies by level and is assigned based on an individual's role.

Additional training may be required by locations / silos and should be approved by the National Senior Manager of Talent Development.

Social Distancing: All LAZ employees should maintain social distancing practices, also called "physical distancing," which means keeping space between yourself and other people outside of your home. To practice social or physical distancing, the CDC recommends:

- Ⓟ Staying at least six feet (2 meters) from other people
- Ⓟ Not gathering in groups
- Ⓟ Staying out of crowded places and avoid mass gatherings

For locations and/or offices in which social distancing under "normal business practices" is unavoidable, such as places in which cubicles are side-by-side or people are sharing small office spaces, managers have or will be developing and deploying alternative work arrangements as we prepare to reopen facilities and return to work.

Regional Vice Presidents and/or General Managers, in consultation with HR Business Partners, should work with managers to establish schedules that allow employees to maintain social distancing guidelines. This may include a combination of remote working and time spent in the office and, where necessary, these new practices should extend until the threat of illness to the community has been removed entirely (and/or the CDC changes its recommendations).

TAB 5 – PRODUCTS AND SERVICES / SCOPE

Managers should be using video (Teams) or phone whenever possible for meetings. Please refer to the Travel Restrictions and Social Distancing Guidelines for full details.

Any employee who feels his/her location is not respecting social distancing guidelines is encouraged to contact his/her local HR Business Partner.

Temperature Checks and/or Other Illness Monitoring Processes: Unless otherwise required by law, LAZ does not require temperature checks for LAZ employees. LAZ is, however, strongly encouraging that employees who are experiencing symptoms of COVID-19 or otherwise feeling ill stay home from work consistent with CDC guidelines. Managers should be mindful of this effort to keep all LAZ family members healthy and safe by asking anyone who is exhibiting symptoms of COVID-19 or any other illness to recuperate at home.

Any employee or manager who needs assistance related to employees or co-workers who are ill at work should immediately contact his/her local HR Business Partner.

If a client is requesting for LAZ employees to have their temperature checked – or for other requests specific to the physical monitoring of illness – contact the VP of People + Culture for approval.

Self-Monitoring and Personal Protection from Illness: Employees at all locations should have reasonable access to restrooms or other stations for washing hands, as well as access to the supplies recommended by the CDC to ensure personal safety. If employees are not feeling adequately able to protect themselves from illness at work, we ask them to immediately contact their local HR Business Partner.

Supporting Employees' Mental Health and Well-Being: All LAZ Family members, as well as family members in their households, are eligible to receive FREE counseling via our Employee Assistance Program (EAP) – Anthem Resource Advisor. Employees should ask their local HR Business Partner or email LAZ Benefits to learn about how to access a licensed counselor by phone, face-to-face or video chat. In addition, all of our LAZ family members can reach a LAZ Wellness Coach for support with any health concerns.



TAB 5 – PRODUCTS AND SERVICES / SCOPE

Shuttle Cleaning Protocols include but are not limited to the following:

COVID19 Cal/OSHA Requirements (Sec. 3205.4) effective 12/3/20-12/31/21

| Add new section 3205.4 COVID-19 Prevention in Employer-Provided Transportation to and from Work | |
|---|---|
| (a) Scope. | <p>This section applies to employer-provided motor vehicle transportation to and from work, which is any transportation of an employee, during the course and scope of employment, provided, arranged for, or secured by an employer including ride-share vans or shuttle vehicles, car-pools, and private charter buses, regardless of the travel distance or duration involved. Subsections (b) through (g) apply to employer-provided transportation. The following exceptions apply:</p> <ol style="list-style-type: none"> 1. This section does not apply if the driver and all passengers are from the same household outside of work, such as family members. 2. This section does not apply to employer-provided transportation when necessary for emergency response, including firefighting, rescue, and evacuation, and support activities directly aiding response such as utilities, communications, and medical operations. |
| (b) Assignment of transportation. | <p>Prioritize shared transportation assignments in the following order:</p> <ol style="list-style-type: none"> 1. Employees residing in the same housing unit shall be transported in the same vehicle. 2. Employees working in the same crew or worksite shall be transported in the same vehicle. 3. Employees who do not share the same household, work crew or worksite shall be transported in the same vehicle only when no other transportation alternatives are possible. |
| (c) Physical distancing and face coverings. | <p>Ensure that:</p> <ol style="list-style-type: none"> 1. Physical distancing and face covering requirements of subsection 3205(c)(6) and (c)(7) are followed for employees waiting for transportation. 2. The vehicle operator and any passengers are separated by at least three feet in all directions during the operation of the vehicle, regardless of the vehicle's normal capacity. 3. The vehicle operator and any passengers are provided and wear a face covering in the vehicle as required by subsection 3205(c)(7). |
| (d) Screening. | <p>Develop, implement, and maintain effective procedures for screening and excluding drivers and riders with COVID-19 symptoms prior to boarding shared transportation.</p> |
| (e) Cleaning and disinfecting. | <p>Ensure that:</p> <ol style="list-style-type: none"> 1. All high-contact surfaces (door handles, seatbelt buckles, armrests, etc.) used by passengers are cleaned and disinfected before each trip. 2. All high-contact surfaces used by drivers, such as the steering wheel, armrests, seatbelt buckles, door handles and shifter, shall be cleaned and disinfected between different drivers. 3. Provide sanitizing materials and ensure they are kept in adequate supply. |



TAB 5 – PRODUCTS AND SERVICES / SCOPE

| | |
|---------------------------------|---|
| <p>(f) Ventilation.</p> | <p>Ensure that vehicle windows are kept open, and the ventilation system set to maximize outdoor air and not set to recirculate air. Windows do not have to be kept open if one or more of the following conditions exist:</p> <ol style="list-style-type: none"> 1. The vehicle has functioning air conditioning in use and the outside temperature is greater than 9D degrees Fahrenheit. 2. The vehicle has functioning heating in use and the outside temperature is less than 60 degrees Fahrenheit. 3. Protection is needed from weather conditions, such as rain or snow. 4. The vehicle has a cabin air filter in use and the U.S. EPA Air Quality Index for any pollutant is greater than 100. |
| <p>(g) Hand hygiene.</p> | <p>Provide hand sanitizer in each vehicle and ensure that all drivers and riders sanitize their hands before entering and exiting the vehicle. Hand sanitizers with methyl alcohol are prohibited.</p> |

10. Describe any additional discounts available for bundling of an agency’s services for all parking and mobility operations.

National Purchasing Power

Providing the best in value for our clients means that LAZ Parking is singularly focused on consistently delivering excellence as it relates to parking management expertise and services. This means that if we offer a specific service to a client, we first solicit at least three competitive quotes.

Further, we leverage our national buying power to the benefit of our clients. This is true for office equipment, capital expenditures and service providers where LAZ receives substantial discounts that far exceed those typically offered or attained through cooperative purchasing outlets. We pass any savings directly to our clients and we work with every major parking related manufacturer and service provider.

Any charges for services which are core to our business such as payroll processing, insurance and optional services such as parking specific website development, mobile applications and centralized customer care call center services are clearly defined in our management reports and client budgets.

LAZ Parking is expert at establishing business relationships with vendors who provide parking related services and products at discounted prices to LAZ Parking operated locations. Additionally, we continuously investigate new technology which has the net effect of reducing energy consumption and we develop national buying contracts to improve efficiencies in purchasing. We have procured national and regional discounts due to our long-term relationships and buying power. This list is representative of the types of services that benefit from our national buying power:

- Power washing and power sweeping
- Uniforms

TAB 5 – PRODUCTS AND SERVICES / SCOPE

- Tickets
- Signs
- Light bulbs and ballasts
- Revenue control equipment and service
- Striping
- Office equipment and supplies
- Cleaning supplies
- Elevator repair and maintenance

11. Please describe your company's sustainability approach to business

The **LAZ Sustainability Program** aims to promote a healthy environment throughout the LAZ family, in our behaviors, programs, and technology. In alignment with one of our core values, Integrity, LAZ is committed to sustainability initiatives. LAZ Parking has become an industry leader in sustainable parking, making green initiatives a top priority for over a decade.

Sustainable parking practices:

- Optimization of Technology
- Emission Reduction Strategies
- LEED Certification programs
- Reduce, Reuse, Recycle

LAZ Parking Green Programs: As our business grows, we want to make sure we minimize our impact on the Earth's climate. So we're taking every step we can to implement innovative and responsible environmental practices across our company to reduce our carbon footprint, ensure efficient operation and help our employees be green. We fully support the research and development of green initiatives within the parking industry. LAZ Parking's initiatives are aimed at minimizing the environmental impact and carbon footprint of parking operations, while assisting our clients with LEED certification goals. We promote the efficient use of energy resources through cost-effective conservation strategies.



TAB 5 – PRODUCTS AND SERVICES / SCOPE

12. Provide a description of your company’s focus on and approach to data security.

All of our Data Security and PCI Compliance information is included in the answer to the following question #13.

13. Please provide your company’s standard written procedures related to PCI DSS (Payment Card Industry Data Security Standard) Compliance.

Credit Card Processing & PCI Compliance

PCI Compliance

In an effort to combat data theft, we are committed to the protection of cardholder data and to the compliance of PCI DSS security requirements. Our company-wide PCI compliance program includes: protecting cardholder data, maintaining a secure network, implementing strong access control measures, monitoring and testing networks to ensure security breaches are negated, ensuring the maintenance of PCI security policies. Following you will find our compliance process in more detail.

PCI Compliance Statement: LAZ Parking specializes in the management, leasing, ownership and development of parking facilities. We provide technology solutions using industry parking equipment, software and web services that may require network and security technologies and services. LAZ Parking manages the network and security infrastructure and also maintains the health of the network with security checks and monitoring. LAZ Parking’s solutions facilitate PCI compliance by providing comprehensive internet security perimeter network segments and by implementing security policies that are in line with the tools and methodologies necessary for the organization to achieve Payment Card Industry (PCI) compliance with PCI DSS (PCI Data Security Standard) v2. 0. www.pcisecuritystandards.org

LAZ does not store card holder data and utilizes tokenization methods through third party credit card processing providers. Our primary focus is on facilitating PCI Compliance by delivering a secure perimeter network. The LAZ Parking solution fulfills this requirement through PCI audits and individual efforts. LAZ has successfully passed the audit process as part of an overall PCI compliance effort. Below are LAZ Parking’s responses to specific requirements defined by PCI standard for security and privacy:

Build and Maintain a Secure Network

| | |
|--|--|
| <p>1. Install and maintain a firewall configuration to protect data</p> | <p>LAZ Parking performs perimeter security checks on all public facing firewalls. Firewall (access control) functions are an integral component of LAZ Parking’s configuration and is implemented on a per source or user/group basis to control access by application or port/protocol. LAZ has developed well-defined policies that meet PCI requirements.</p> |
| <p>2. Do not use vendor-supplied defaults for system passwords and other security parameters</p> | <p>LAZ Parking Security procedures mandate changing all default passwords and include routinely changing passwords at regularly defined intervals.</p> |



TAB 5 – PRODUCTS AND SERVICES / SCOPE

Protect Cardholder Data

| | |
|--|--|
| 3. Protect stored cardholder data | LAZ Parking does not store, either physical or electronically, any cardholder information including Primary Account Number, Cardholder Name, Expiration Date, Service Code, Magnetic Stripe or equivalent Chip Data, CAV2, CVC2, CVV2, CID, PINs, or PIN Blocks. |
| 4. Encrypt transmission of cardholder data across open, public networks. | LAZ Parking offers the strongest encryption available and supports encrypted Communications for both site-to-site VPNs as well as host-to-host encryption. |

Maintain a Vulnerability Management Program

| | |
|--|--|
| 5. Use & regularly update anti-virus software & programs | LAZ Parking incorporates highly accurate and effective malware protection as a critical component of its security program which is updated on a continuous basis. |
| 6. Develop /maintain secure systems & applications | LAZ's solutions include developing, implementing and managing comprehensive and holistic security solutions that include visibility, access control, threat management (vulnerability, malware, and spyware), encryption, file transfer control, data leakage prevention and site categorization services). These services are augmented by threat and change management along with vigilant monitoring services that meet and exceed the recommended standards. |

Implement Strong Access Control Measures

| | |
|--|--|
| 7. Restrict access to cardholder data by business need to know | Access to all network and security devices that cardholder data traverses is strictly enforced. LAZ Does NOT store, either physically or electronically, any cardholder information including Primary Account Number, Cardholder Name, Expiration Date, Service Code, Magnetic Stripe or equivalent Chip Data, CAV2, CVC2, CVV2, CID, PINs, or PIN Blocks. |
| 8. Assign a unique ID to each person with computer access | LAZ Parking maintains a unique user ID and password for each person accessing the system, a local database of users integrates with the client's directory services (Active Directory or LDAP). |
| 9. Restrict physical access to cardholder data | LAZ Parking does NOT store, either physically or electronically, any cardholder information including Primary Account Number, cardholder Name, Expiration Date, Service Code, Magnetic Stripe or equivalent Chip Data, CAV2, CVC2, CVV2, CID, PINs, or PIN Blocks. |



TAB 5 – PRODUCTS AND SERVICES / SCOPE

Regularly Monitor and Test Networks

| | |
|--|--|
| <p>10. Track and monitor all access to network resources and cardholder data</p> | <p>LAZ Parking logs all access and changes to its systems. LAZ Parking does NOT store, either physically or electronically, any cardholder information including Primary Account Number, Card holder Name, Expiration Date, Service Code, Magnetic Stripe or equivalent Chip Data, CAV2, CVC2, CVV2, CID, PINs, or PIN Blocks.</p> |
| <p>11. Regularly test security systems and processes</p> | <p>LAZ Parking performs audit and penetration testing of our environment to ensure the validity and effectiveness of our policies and process. We may also acquire a third party auditor or penetration tester to perform testing on an ongoing basis. LAZ Parking utilizes Security Metrics www.securitymetrics.com, an Approved Scanning Vendor (ASV), to validate adherence to certain PCI-DSS requirements by performing vulnerability scans of Internet facing environments.</p> |

Maintain an Information Security Policy

| | |
|--|---|
| <p>12. Maintain a policy that addresses information security for all personnel</p> | <p>LAZ Parking maintains an information security policy for its network as part of the Information Technology Department Business Continuity Plan (BCP) which is maintained by the Information Technology Director.</p> |
|--|---|

IT Home Office Support: LAZ Parking maintains both internal and external technical support services. From a Home Office and regional level, LAZ Parking maintains a full IT department for technical support. In addition to and in-line with our corporate-wide strategic plan, LAZ continues to invest a substantial amount of capital on automating our accounting process with the latest tools available. Our IT department is responsible for PCI / DSS compliance and audits. They work diligently to ensure that all locations are PCI / DSS complaint and customer’s credit card information and the processing is secure.

TAB 8 – VALUE ADDED PRODUCTS AND SERVICES

Tab 8 – Value Added Products and Services

Employee Engagement: LAZ believes that employee engagement is grounded in our ability to connect with our employees, understand what motivates our employees, and to show them continued appreciation and support. A RAVE card, which stands for Recognizing Acts of Values and Excellence, are readily available to every LAZ Parking manager to hand scribe a note of congratulations, appreciation, or thanks to a team member or members for their outstanding performance. We love to RAVE employees regularly with cards, gifts, and appreciation events.



LAZ Benefit Programs

LAZ Parking believes that providing quality benefit packages at a reasonable cost is important to overall employee engagement and because it is the right thing to do.

- Medical Insurance
- Dental Insurance
- Vision Insurance
- 401k and other savings plans
- Life Insurance

Other Employee Programs:

- Wellness Program
 - Feel Good Friday
 - Mental Health
 - Movement Monday
 - Fitness Challenges
- Diversity and Inclusion
 - National Panel Discussions
- Mentor Program
- Annual Awards



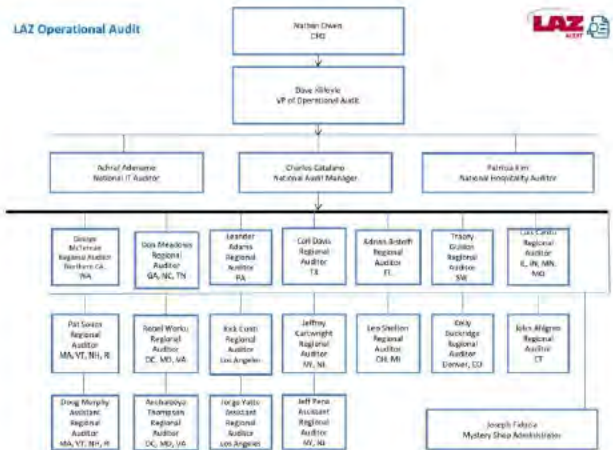
TAB 8 – VALUE ADDED PRODUCTS AND SERVICES

LAZ Response #9-#10: Audit Program

Our LAZ Audit team is over twenty members strong, with regional auditors residing in each region across the US, supported by specialists in our corporate headquarters in Hartford, Connecticut.



The information gathered in our audits is not only used to fix specific deficiencies in the location being audited; we use that information to steer personnel decisions, develop training modules and manage resources. Our audit department is joined at the hip with our training, human resources and IT departments. Our audits are detailed and comprehensive covering every aspect of revenue control on every type of operation, from high tech parking systems in large parking garages, to low tech systems on small surface lots.



Our operational audits utilize a sophisticated software program to collect data. Each line item of the audits are scored numerically. The software captures the scores in a data base which provides the ability to slice and dice the results by, type of operation, sections of audit, line items in the audit. We can assess performance by local teams, regions or across the organization.

Our customized software connects our banks to our revenue reporting system to automate the process of reconciling cashier reports to cash and credit card deposits received in our bank. Our dedicated team of revenue auditors monitors the variances identified by our software on a daily basis and acts quickly to resolve variance issues.



TAB 9 – REQUIRED DOCUMENTS

Tab 9 – Required Documents

Following this page.....

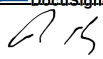
Tab 9 – Required Documents

- ◆ 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 | LAZ Karp Associates, LLC |
| Print Name | Mike Kuziak |
| Address | One Financial Plaza, 14th Floor |
| City, State, Zip | Hartford, CT 06103 |
| Authorized signature |  <small>DocuSigned by:</small> |
| Date | <small>2A79716D65E94D3...</small> August 30, 2021 |

Contractor Requirements

Contractor Certification Contractor's Employment Eligibility

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

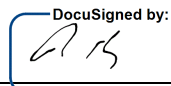
The offeror shall comply with fingerprinting requirements in accordance with appropriate statutes in the state in which the work is being performed unless otherwise exempted.

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

DocuSigned by:


2A79716D65E94D3...

Date

August 30, 2021

Antitrust Certification Statements (Tex. Government Code § 2155.005)

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

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

| | |
|-----------------------|---|
| Company name | LAZ Karp Associates, LLC |
| Address | One Financial Plaza, 14th Floor |
| City/State/Zip | Hartford, CT 06103 |
| Telephone No. | (860) 522-7641 ex. 7706 |
| Fax No. | (860) 685-1084 |
| Email address | mkuziak@lazparking.com |
| Printed name | Mike Kuziak |
| Position with company | Chief Operating Officer |
| Authorized signature |  <small>DocuSigned by: 2A79716D66E94D3...</small> |

Required Clauses for Federal Funds Certifications

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

APPENDIX II TO 2 CFR PART 200

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

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

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

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

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

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

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

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

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

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

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

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

RECORD RETENTION REQUIREMENTS FOR CONTRACTS INVOLVING FEDERAL FUNDS

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

CERTIFICATION OF COMPLIANCE WITH THE ENERGY POLICY AND CONSERVATION ACT

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

CERTIFICATION OF COMPLIANCE WITH BUY AMERICA PROVISIONS

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

Required Clauses for Federal Assistance provided by FTA

ACCESS TO RECORDS AND REPORTS

Contractor agrees to:

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

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

CIVIL RIGHTS / TITLE VI REQUIREMENTS

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

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

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

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

DISADVANTAGED BUSINESS PARTICIPATION

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

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

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

ENERGY CONSERVATION REQUIREMENTS

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

FEDERAL CHANGES

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

INCORPORATION OF FEDERAL TRANSIT ADMINISTRATION (FTA) TERMS

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

NO FEDERAL GOVERNMENT OBLIGATIONS TO THIRD PARTIES

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

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

PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS

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

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

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

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

State Notice Addendum

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

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

http://www.usa.gov/Agencies/State_and_Territories.shtml

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