

THIS MASTER COOPERATIVE PURCHASING AGREEMENT (this "**Master Agreement**") is entered into by and between The Cooperative Council of Governments, Inc. ("**CCOG**"), Arcadis Architects, Engineers and Landscape Architects, a New York General Partnership (the "**Winning Supplier**"), and Equalis Group ("**Equalis Group**"). Throughout this Master Agreement, CCOG, Winning Supplier, and Equalis are referred to interchangeably as in the singular "**Party**" or in the plural "**Parties**."

## 1. RECITALS

**A.** CCOG is a Council of Governments formed under Chapter 167 of the Ohio Revised Code and serves as a lead agency (a "**Lead Public Agency**") for Equalis Group ("**Equalis Group**"), a national cooperative purchasing organization, by publicly procuring Master Agreements for products and services to be made available to current and prospective Equalis Group members ("**Equalis Group Member**" or "**Member**").

**B.** Equalis Group is the third-party procurement administrator for and duly authorized agent of CCOG, and in that role manages the procurement, contract management, marketing, sales, reporting, and financial activities of, for, and on behalf of CCOG at the direction and with the authorization of the CCOG Board of Directors.

**C.** To the extent that the laws of a state, region, territory, and/or country permit, any public sector entity may join Equalis Group as a Member. The term "**Public Sector Entities**" includes, but is not limited to, political subdivisions, municipal corporations, counties, townships, villages, school districts, special districts, public institutions of higher education or training, units of government, state/regional/territorial agencies, state/regional/territorial governments, federal/national agencies, federal/national governments, and other entities receiving financial support from tax monies and/or public funds.

**D.** Any organization that is exempt from federal income tax under Section 501(c)(3) of the IRS Code, and any other entity if permitted under the IRS Code and other applicable law, including for-profit companies, may also join Equalis Group as a Member.

**E.** Equalis Group makes its Master Agreements available through groups and associations ("**Association Partners**") that contract with Equalis Group for the purpose of providing additional benefits to the members of such Association Partners.

**F.** Members, Association Partners, and Association Partners' members are referred to throughout this Master Agreement as Equalis Group participants ("**Equalis Group Participants**").

**G.** CCOG issued a request for proposal ("**RFP**") on behalf of Equalis Group Participants and solicited responses from companies ("**Respondent**") for Mobile Parking Payment and Management Solutions and awarded a contract to Winning Supplier as a responsible Respondent whose proposal was most advantageous to CCOG. The products and services made available in this contract are defined by the contents of the Winning Supplier's Cost Proposal submission ("**Products & Services**").

**H.** CCOG and Equalis Group agree to make the Products & Services from Winning Supplier available to Equalis Group Participants and Winning Supplier agrees to provide the same to Equalis Group Participants who purchase Products & Services ("**Program Participants**") subject to the terms of this Master Agreement.

NOW, THEREFORE, in consideration of the mutual promises contained herein, the Parties agree to the following terms and conditions:

## 2. TERMS & CONDITIONS

**2.1. Personnel & Equipment.** The Parties agree that the number and types of any subcontractors, dealers, distributors, personnel, or specialized equipment which may be required to furnish Products & Services to Program Participants will be determined by Winning Supplier. Winning Supplier agrees to engage the number and types of subcontractors, personnel, and/or specialized equipment necessary to furnish the types of Products & Services to all Program Participants throughout the Term of this Master Agreement and any Customer Agreement.

**2.2. Supplemental Agreements.** Winning Supplier may enter into separate supplemental agreements with an Equalis Group Participant and/or Program Participant to further define the terms and conditions of purchasing Products & Services (“**Customer Agreement**”). Notwithstanding the foregoing, by ordering products or services under this Master Agreement, all terms and conditions of this Master Agreement will be incorporated into a resulting Customer Agreement unless the Customer Agreement as mutually agreed between Winning Supplier and the Program Participant states otherwise. Any Customer Agreement entered into as a result of this contract is exclusively between the Program Participant and Winning Supplier. Neither CCOG, Equalis Group, its agents, Member and employees shall be made party to any claim for breach of such agreement.

### 2.3. Pricing

**a. Not-To-Exceed Pricing.** All contract pricing is “*Not-To-Exceed Pricing*” where Members will receive pricing that does not exceed the per unit pricing provided by the Respondent in Attachment B. Winning Supplier may adjust pricing lower if needed, without any approval needed, but cannot exceed the pricing on their contract price list.

**b. Pricing Adjustments.** No price increases are permitted within the first ninety (90) days of this contract’s Effective Date. Should it become necessary or proper during the Term of this Agreement to make any change in design or any alterations that will increase expense, Equalis Group must be notified immediately. Price increases must be approved by CCOG and no payment for additional materials or services, beyond the amount stipulated in the Agreement, shall be paid without prior approval. All price increases must be supported by manufacturer documentation, or a formal cost justification letter.

It is Winning Supplier’s responsibility to keep all pricing up to date and on file with Equalis Group. All price changes must be provided to Equalis Group, using the same format as was accepted in the original contract.

**c. Rates & Charges.** The rates, fees, and charges to be charged to and paid by Program Participants for Products & Services are set forth in contract price list. Winning Supplier agrees that there are no other applicable rates, fees, charges, or other monetary incentives for Products & Services except those set forth in Winning Supplier’s cost proposal.

**2.4. The Term.** This Master Agreement and the Appendices attached hereto will become effective as of effective date identified in the **Master Agreement Signature Form** (the “**Effective Date**”). This Master Agreement will remain in effect for four (4) years and will expire on the date identified in the **Master Agreement Signature Form** (the “**Termination Date**”) unless extended, terminated, or cancelled as set forth in the Master Agreement (the “**Initial Term**”). This Master Agreement may be renewed for one (1) additional one (1) year period by CCOG (a “**Renewal Term**”) unless this Master Agreement is terminated as set forth herein. By mutual consent of the Parties, the Term of this Master Agreement may be extended beyond the Initial and Renewal Term (the “**Extended Term**”). The Initial Term together with all Renewal Terms and Extended Terms exercised are hereinafter collectively referred to as the “**Term.**”

## 2.5. Formation of Contract

a. **Respondent Contract Documents.** CCOG and Equalis Group will review proposed Respondent contract documents. Respondent's contract document shall not become part of CCOG and Equalis Groups' contract with Respondent unless and until an authorized representative of CCOG and Equalis Group reviews and approves it.

b. **Entire Agreement.** This Master Agreement, including its Recitals, together with all components of the RFP, the components of the Winning Supplier's proposal, attachments, appendices, and exhibits hereto, constitutes the entire agreement between the Parties with respect to the subject matter hereof and supersedes all prior oral or written representations and agreements with regard to the same subject matter. The Parties acknowledge that this Master Agreement has been negotiated and incorporates their collective agreement as to the provisions to be contained herein. Therefore, no presumption will arise giving benefit of interpretation by virtue of authorship of any provision of this Master Agreement, and any ambiguity may not be construed for or against any Party. Winning Supplier's complete and final RFP response is hereby incorporated into and made part of this Master Agreement.

c. **Modification.** No release, discharge, abandonment, waiver, alteration, or modification of any of the provisions of this Master Agreement, or any of the Appendices incorporated herein, shall be binding upon any Party unless set forth in a writing signed by authorized representatives of the Parties.

d. **Assignment.** This Master Agreement and the rights and obligations hereunder may not be assignable by any Party hereto without the prior written consent of the other Parties, which consent shall not be unreasonably withheld, conditioned, or delayed, provided, however, that Winning Supplier and Equalis Group may assign their respective rights and obligations under this Master Agreement without the consent of the other Parties in the event either Winning Supplier or Equalis Group shall hereafter effect a corporate reorganization, consolidation, merger, merge into, sale to, or a transfer of all or substantially all of its properties or assets to another entity. Subject to the preceding sentence, this Master Agreement will be binding upon, inure to the benefit of, and be enforceable by the Parties and their respective successors and assigns. Any instrument purporting to make an assignment in violation of this section shall be null and void. This Master Agreement may be extended to additional entities affiliated with the Parties upon the mutual agreement of the Parties. No such extension will relieve the extending Party of its rights and obligations under this Master Agreement.

e. **Order of Precedence.**

- (1) General terms and conditions of Master Agreement
- (2) Specifications and scope of work, as awarded
- (3) Attachments and exhibits to the Master Agreement
- (4) The solicitation and all attachments thereto; and
- (5) The Respondent's proposal and all attachments thereto.

## 2.6. Confidentiality.

a. **Obligation.** The nature and details of the business relationship established by this Master Agreement, and the business information regarding the other Party(ies) (the "**Disclosing Party**") to which a Party(ies) (the "**Receiving Party**") may become privy during the Term of this Master Agreement (collectively, the "**Information**") constitute confidential and proprietary information, the disclosure, copying, or distribution of which could result in competitive harm to the Disclosing Party. Each Party agrees to maintain the other Parties' Information in the strictest confidence and agrees not to disclose, copy, or distribute the other Parties'

Information, whether orally or in writing, directly or indirectly, in whole or in part, except to those of the Receiving Party's employees, agents, subcontractors, and suppliers with a need to know the Information. The foregoing will not limit a Receiving Party, for purposes of marketing, from informing actual or potential Equalis Group Participants of the existence of a contractual relationship between the Parties. The Parties further agree that they will require that all of their employees, agents, subcontractors, and suppliers abide by the terms of these confidentiality obligations. The confidentiality obligations set forth in this section will continue in effect for the Term of this Master Agreement and for a period of two (2) years after the date this Master Agreement is terminated or expires.

**b. Exceptions.** Nothing herein will apply to any information (a) which is or becomes generally available to the public other than as a result of a disclosure by a Receiving Party or its representatives, (b) which was available on a non-confidential basis prior to its disclosure by the Disclosing Party or its representatives, (c) which becomes available to a Receiving Party on a non-confidential basis from a source other than the Disclosing Party or its representatives, provided that such source is not known to be subject to any prohibition against transmitting the information, (d) which is disclosed pursuant to an order of court; provided that in the event that proprietary information is disclosed or threatened to be disclosed pursuant to this clause (d), the Receiving Party will give the original Disclosing Party prompt, written Notice, as hereinafter defined, of such threatened disclosure and the right to defend against such disclosure, at Disclosing Party's expense, and provided further that the original Receiving Party will cooperate reasonably in such defense, or (e) which is subject to a Freedom of Information Act Request or other public records request to which a Party is, or may be, required to respond by applicable law.

**2.7. Indemnification.** Winning Supplier shall protect, indemnify, and hold harmless both CCOG and Equalis Group, administrators, employees, and agents ("**Indemnified Parties**") against all claims, damages, losses and expenses ("**Claims**") arising out of or resulting from the actions of Winning Supplier, Winning Supplier employees or subcontractors in the preparation of the solicitation and the later performance under the contract, including any Customer Agreements with Program Participants ("**Losses**").

**2.8. Winning Supplier Insurance.** During the Term of this Master Agreement, and for two (2) years following expiration or termination of this Master Agreement, Winning Supplier, at its own expense, shall maintain and shall require that its agents, subcontractors, and suppliers engaged in Winning Supplier's performance of its duties under this Master Agreement maintain general liability insurance, property insurance, and automobile insurance (at a minimum, in the amount of \$1,000,000 per occurrence/\$5,000,000 annual aggregate) applicable to any claims, liabilities, damages, costs, or expenses arising out of its performance under this Master Agreement, or any Appendix, and with respect to, or arising out of, Winning Supplier's provision of Products & Services to Program Participants. CCOG, Equalis Group, and their respective officers, directors, employees, and agents will be named as certificate holders on Winning Supplier's related insurance policies. All such insurance policies shall incorporate a provision requiring the giving of written Notice to CCOG and Equalis Group at least thirty (30) days prior to the cancellation, nonrenewal, and/or material modification of any such policies. Winning Supplier shall submit to Equalis Group within ten (10) calendar days after the Effective Date of this Master Agreement, and prior to furnishing Products & Services to any Program Participants, valid certificates evidencing the effectiveness of the foregoing insurance policies. Winning Supplier shall provide such valid certificates on an annual basis until the terms of this section are no longer applicable.

**2.9. Termination Rights.** The Parties shall have the termination rights set forth below.

**a. Insolvency.** If a petition in bankruptcy is filed by any Party, or if any Party is adjudicated as bankrupt, or if any Party makes a general assignment for the benefit of creditors, or if a receiver is appointed on account of the insolvency of any Party, then the other Parties, without prejudice to any other right or remedy,

may terminate this Master Agreement upon giving at least five (5) business days prior written Notice of such termination.

**b. Mutual Consent.** This Master Agreement, or any Appendix, may be terminated at any time by the mutual written consent of the Parties.

**c. Breach.** In the event that any Party commits a material breach of its obligations under this Master Agreement, except for a payment obligation, the non-breaching Party(ies) may provide written Notice describing the material breach to the breaching Party. The breaching Party will have thirty (30) calendar days to cure such breach or provide acceptable reassurance to the non-breaching Party(ies), or, if the Parties agree that a cure or reassurance is not feasible within thirty calendar (30) days, such period of time for cure or satisfactory reassurance as the Parties may agree in writing. If the breach is not cured within such period or if satisfactory reassurance is not accepted by the non-breaching Party(ies) in such period, then the Party(ies) not in breach may terminate this Master Agreement upon ten (10) business days written Notice at the Addresses for Notices.

**2.10. Effects of Termination.** Upon termination of this Agreement for any reason, all Customer Agreements entered into with Program Participants shall terminate upon the Customer Agreement's current date of expiration. Winning Supplier shall immediately cease any sales of Products & Services to any Program Participant under and through the terms of this Master Agreement. Following the date of termination, Winning Supplier shall not be precluded from selling its products and services to individuals, businesses, and entities that were Program Participants when this Master Agreement was in effect either directly or through some other contract vehicle. Following the date of termination, CCOG and Equalis Group shall not be precluded from transitioning individuals, businesses, and entities that were Program Participants when this Master Agreement was in effect to another agreement or Equalis Group supplier partner.

**2.11. Audit of Winning Supplier.** CCOG and Equalis Group, whether directly or through an independent auditor or accounting firm, shall have the right to perform audits, including inspection of books, records, and computer data relevant to Winning Supplier's provision of Products & Services to Program Participants pursuant to this Master Agreement, to ensure that pricing, inventory, quality, process, and business controls are maintained; provided, however, that such inspections and audits will be conducted upon reasonable notice to Winning Supplier and so as not to unreasonably interfere with Winning Supplier's business or operations.

**2.12. Force Majeure.** This Master Agreement will be temporarily suspended during any period to the extent that any Party during that period is unable to carry out its obligations under this Master Agreement or the Appendices by reason of an Act of God or the public enemy, act of terrorism, epidemic or pandemic, fire, flood, labor disorder not caused by Winning Supplier, civil commotion, closing of the public highways not caused by Winning Supplier, government interference, government regulations, or any other event or occurrence beyond the reasonable control of the affected Party ("**Event of Force Majeure**"). No Party will have any liability to the other Party(ies) for a delay in performance nor failure to perform to the extent this Master Agreement or any Appendix is so temporarily suspended; provided that nothing contained herein shall apply to payment obligations with respect to obligations which have already been performed under this Master Agreement. If the provision of Products & Services are impeded due to an Event of Force Majeure, then Winning Supplier may apportion the provision of Products & Services among its present and future customers on a fair and reasonable basis after consulting with Equalis Group and the Program Participants potentially affected and in a manner that would not reasonably be expected to disproportionately affect Program Participants.

**2.13. Notices.** All notices, claims, certificates, requests, demands, and other communications required or permitted hereunder ("**Notice**") must be in writing and will be deemed given to the Addresses for Notices (a) when delivered personally to the recipient, (b) upon delivery by reputable overnight courier service (charges prepaid), or (c) upon delivery or refusal of delivery by certified or registered mail, return receipt requested, and addressed to the intended recipient.

The Parties agree that the day-to-day business communications, including notification of a change of address, pricing updates, or revisions to any Appendix, may be made via electronic communication.

a. **Addresses for Notices.** Written notices for the Winning Supplier will be sent to the remittance address provided with the Winning Supplier's proposal.

i. If to **CCOG**:

The Cooperative Council of  
Governments, Inc.  
Attn: Board President  
6001 Cochran Road, Suite 333  
Cleveland, Ohio 44139  
Facsimile: 440.337.0002

ii. If to **EQUALIS GROUP**:

Equalis Group, LLC.  
Attn: Eric Merkle, EVP  
5540 Granite Parkway,  
Suite 200  
Plano, Texas 75024

**2.14. Waiver.** Other than the rights and obligations with respect to payment provided by this Master Agreement, waiver by any Party(ies) of or the failure of any Party(ies) hereto to enforce at any time its rights with regard to any breach or failure to comply with any provision of this Master Agreement by the other Party(ies) may not be construed as, or constitute, a continuing waiver of such provision, or a waiver of any other future breach of or failure to comply with the same provision or any other provision of this Master Agreement.

**2.15. Governing Law; Invalidity.** This Master Agreement shall be construed and enforced in accordance with, and governed by, the laws of the State of Ohio without regard to rules of conflict of laws. If any provision of this Master Agreement is declared unlawful or unenforceable by judicial determination or performance, then the remainder of this Master Agreement shall continue in force as if the invalidated provision did not exist. Any suits filed by any Party pursuant to this Master Agreement shall be brought in a court of competent jurisdiction located in Cuyahoga County, Ohio. In the event any Party initiates a suit and that suit is adjudicated by a court of competent jurisdiction, the prevailing Party shall be entitled to reasonable attorney's fees and costs from the non-prevailing Party in addition to any other relief to which the court determines the prevailing Party is entitled or awarded.

**2.16. No Third-Party Beneficiaries; Survival of Representations.** This Master Agreement is made solely for the benefit of the Parties to it, and no other persons will acquire or have any right under or by virtue of this Master Agreement. Except as otherwise provided herein, all representations, warranties, covenants, and agreements of the Parties shall remain in full force and effect regardless of any termination of this Master Agreement, in whole or in part.

**2.17. Execution in Counterparts.** This Master Agreement may be executed in one or more counterparts, each of which will be deemed an original. For purposes of this Master Agreement, a facsimile, scanned, or electronic signature will be deemed an original signature.

**2.18. Nondiscrimination & Intimidation.**

a. Winning Supplier expressly agrees that in the hiring of employees for the performance of work or services under this Master Agreement or any subcontract that takes place in the State of Ohio, Winning Supplier, its subcontractors, or any person acting on a Winning Supplier's or its subcontractor's behalf shall not discriminate in the hiring of employees by reason of race, creed, sex, disability as defined in **Section 4112.01** of the Ohio Revised

Code nor shall it discriminate against any citizen of the State of Ohio in the employment of labor or workers who are qualified and available to perform the Work to which the employment relates.

**b.** Winning Supplier expressly agrees that Winning Supplier, any of its subcontractors, or any person on behalf of Winning Supplier or its subcontractors in any manner shall not discriminate against or intimidate any employee hired for the performance of work or services under this Master Agreement on account of race, creed, sex, disability as defined in **Section 4112.01** of the Ohio Revised Code, or color.

**c.** Winning Supplier expressly agrees to include principally similar provisions of this section in each of its written subcontractor agreements for the Products & Services subject to this Master Agreement.

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RFP #: COG-2154 24-069

# Mobile Parking Payment and Management Solutions



**Submitted to**

The Cooperative Council of Governments  
On Behalf of Equalis Group  
6001 Cochran Road, Suite 333, Cleveland, Ohio 44139

**Submitted by**

Arcadis

03 May 2024

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# PROPOSAL FORM CHECKLIST

## **The following documents must be submitted with the Proposal**

The below documents can be found in Section 2; Proposal Submission and Required Forms and must be submitted with the proposal. Please note Proposal Form 2 is a separate attachment (attachment B).

### **TECHNICAL PROPOSAL**

- Proposal Form 1: Technical Proposal**

**PROPOSAL PRICING:** Attachment B is provided separately in a Microsoft Excel file and is required to complete your cost proposal.

- Proposal Form 2: Cost Proposal (Saved in the costing upload section)**

### **OTHER REQUIRED PROPOSAL FORMS:**

- Proposal Form 3: Diversity Vendor Certification Participation**
- Proposal Form 4: Certifications and Licenses**
- Proposal Form 5: Unresolved Findings for Recovery**
- Proposal Form 6: Mandatory Disclosures**
- Proposal Form 7: Dealer, Reseller, and Distributor Authorization**
- Proposal Form 8: Mandatory Supplier & Proposal Certifications**
- Proposal Form 9: Clean Air Act & Clean Water Act**
- Proposal Form 10: Debarment Notice**
- Proposal Form 11: Lobbying Certification**
- Proposal Form 12: Contractor Certification Requirements**
- Proposal Form 13: Boycott Certification**
- Proposal Form 14 Federal Funds Certification Form**
- Proposal Form 15 FEMA Funding Requirements Certification Form**
- Proposal Form 16: Arizona Contractor Requirements**
- Proposal Form 17: New Jersey Requirements**
- Proposal Form 18: General Terms and Conditions Acceptance Form**
- Proposal Form 19: Equalis Group Administration Agreement Declaration**
- Proposal Form 20: Master Agreement Signature Form**

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# PROPOSAL FORM 1: TECHNICAL PROPOSAL

## 1. OVERVIEW & QUALIFICATIONS

### 1.1. Company Information

1.1.1. <b>Company Name:</b>	Arcadis Architects, Engineers and Landscape Architects, a New York General Partnership	
1.1.2. <b>Corporate Street Address:</b>	59-61 Court Street, Suite 300, Binghamton, NY 13901	
1.1.3. <b>Website:</b>	<a href="https://www.arcadis.com">https://www.arcadis.com</a>	
1.1.4. <b>Formation.</b> In what year was the company formed? For how long has your company been operating under its present business name? If your company has changed its business name, include the most recent prior business name and the year of the name change.	<p>HotSpot was formed in 2008. HotSpot has been under it is parent company, Arcadis' present name for 1 year. Prior business name: IBI Group Architects, Engineers and Landscape Architects, a New York General Partnership.</p> <p>While the name HotSpot has not changed since 2008, the parent company has changed from IBI Group to Arcadis. On September 27, 2022, IBI Group joined Arcadis, a global leader in the delivery of sustainable design, engineering, and consultancy solutions for natural and built assets. Arcadis NV, the ultimate parent company, is also publicly traded (AMS: ARCAD). Together, with over 36,000 employees across 70 countries, our combined strength at Arcadis provides unprecedented opportunities to offer new client services, while defining the cities of tomorrow.</p>	
1.1.5. <b>Primary Point of Contact.</b> Provide information about the Respondent representative/contact person authorized to answer questions regarding the proposal submitted by your company:	Name:	Olivia Lawlor
	Title:	<a href="#">Sales Associate</a>
	Phone:	1-506-292-0122
	Email Address:	<a href="mailto:Olivia.lawlor@arcadis.com">Olivia.lawlor@arcadis.com</a>
1.1.6. <b>Authorized Representative.</b> Print or type the name of the Respondent representative authorized to address contractual issues, including the authority to execute a contract on behalf of Respondent, and to whom legal notices regarding contract termination or breach, should be sent (if not the same individual as in 1.1.9., provide the following information on each such representative and specify their function).	Name:	Paul Lavallee   Peter Richards
	Title:	<a href="#">Business Unit Director, Services   Product Bundle Director - Revenue Products</a>
	Phone:	<a href="tel:12065219091">1 206 521 9091</a> ext. 56322   +1 416 596 1930 ext. 61402
	Email Address:	<a href="mailto:Paul.lavallee@arcadis.com">Paul.lavallee@arcadis.com</a>   <a href="mailto:peter.richards@arcadis.com">peter.richards@arcadis.com</a>

<b>1.2. Financial Strength &amp; Legal Considerations</b>	
<p><b>1.2.1. Financial Strength.</b> Demonstrate your financial strength and stability with meaningful data. This could include, but is not limited to, such items as financial statements, SEC filings, credit &amp; bond ratings, letters of credit, and detailed reference letters.</p> <p><b>Note:</b> If the information disclosed in your response is considered “Trade Secret” as defined in Ohio Revised Code, Respondents may mark the information as a “Trade Secret” and the response will be redacted from any future use of the RFP response.</p>	<p>Please see the attached financial documents in <b>Appendix C.</b></p>
<p><b>1.2.2. Bankruptcy &amp; Insolvency.</b> Describe any bankruptcy or insolvency for your organization (or its predecessors, if any) or any principal of the firm in the last three (3) years.</p>	<p>N/A</p>
<p><b>1.2.3. Litigation.</b> Describe any litigation in which your company has been involved in the last three (3) years and the status of that litigation.</p>	<p>Arcadis Architects, Engineers and Landscape Architects, a New York General Partnership (the “Partnership”) is a member of one of the largest groups of design companies in the world; none of our current pending or threatened disputes are material to our business, nor would they impact our participation in this project. The Partnership has more than adequate insurance coverage to address these claims. Additionally, Arcadis NV, the ultimate parent company of the bidder, is a publicly traded company (AMS: ARCAD), that engages in regular financial reporting, which takes into account all liabilities. Arcadis NV’s financial statements are publicly available here.</p>
<b>1.3. Industry Qualifications</b>	
<p><b>1.3.1. Company Identification.</b> How is your organization best identified? Is it a manufacturer, distributor, dealer, reseller, or service provider?</p>	<p>Service provider</p>
<p><b>1.3.2. Manufacturer Authorization.</b> If your company is best described as a distributor, dealer, reseller, or</p>	<p>N/A</p>

<p>similar entity please certify that your organization is authorized to sell the products and services at the price points disclosed in this proposal.</p>	
<p><b>1.3.3. Authorized Distributors, Agents, Dealers, or Resellers.</b> Describe the different channels in which this contract will be made available to Equalis Group Members. Your response should include, but is not limited to, whether your organization will serve as the single point of sale or if the contract will be made available through a network of distributors, agents, dealers, or resellers.</p> <p><b>NOTE:</b> Respondents intending to authorize distributors, agents, dealers, or resellers must complete <b><u>Proposal Form 7 - Dealer, Distributor and Reseller Authorization Form.</u></b></p>	<p>N/A</p>
<p><b>1.3.4. Network Relationship.</b> If your company is best described as a manufacturer or service provider, please describe how your dealer network operates to sell and deliver the Products &amp; Services proposed in this RFP. If applicable, is your network independent or company owned?</p>	<p>HotSpot proudly identifies as a dynamic service provider, offering a suite of comprehensive solutions that include mobile parking payments, for hourly parking, long-term parking, transit e-fare, supported by proprietary License Plate Recognition enforcement, citation management and robust administrative tools for change management and analytics.</p> <p>Our commitment extends beyond these product offerings to include routine upgrades and enhancements, flexible integrations with an in-house software development team, 24/7 bilingual end-user customer support, and consulting offerings, tailored to meet the unique needs of our clients.</p> <p>At its core, HotSpot is a dedicated team of over 35 passionate parking professionals encompassing roles such as sales, product development, QA, testing, Operations, analysis, and client management - all proudly employed by HotSpot.</p> <p>What sets us apart is our strategic affiliation with Arcadis, our esteemed parent company. This collaboration empowers us to seamlessly tap into a global network of technical service, sales, marketing support, and industry experts in transportation, mobility, and smart-city place making, enhancing our ability to deliver unparalleled solutions. Whether it is leveraging the expertise of local staff, consultants, or specialized roles like lawyers, HotSpot ensures a multifaceted approach to meet the diverse needs of our</p>

	clients, not just as a service provider, but a dedicated partner in navigating comprehensive parking management.
<p><b>1.3.5. Industry Experience.</b> How long has your company provided the products and services outlined in your response to this RFP? What percentage of your company's revenue in each of the last three (3) full calendar years was generated from these products and services?</p>	<p>HotSpot Parking, formed in 2013, has successfully developed and deployed a wide suite of parking software products, including, but not limited to, Mobile Payment, Digital Permits, Gated Entry Solutions, Enforcement and Citation Management, across North America. The focus is on providing high quality, easy to use software with a high level of customer service. This allows us to expand our suite of products within our existing partnerships and reach other stakeholders. HotSpot Parking was first acquired by IBI Group. On September 27, 2022, IBI Group joined Arcadis, a leading global company providing consulting, design, engineering and management services for buildings, water, infrastructure, intelligence, energy transition, climate adaptation, and the environment. HotSpot Parking, Arcadis' product designed to provide parking management solutions, is a part of the Intelligence Practice. Arcadis' Intelligence Practice has provided robust and proven field and back-office systems to our clients in Canada, the United States, Mexico, Europe, the Middle East, and Asia with active systems collecting over \$1.3B annually in revenue. 100% of HotSpot Parking's revenue was generated from our wide range of products in each of the last three (3) calendar years. Our company uses continuous technological innovation, security for efficiencies, and accessibility to open data to improve system operations and enhance customer experience.</p>
<p><b>1.3.6. Geographic Reach.</b> Describe your company's <b>current</b> service area in the United States and which areas you intend to offer services under a resulting contract if awarded.</p>	<p>HotSpot serves municipalities across North America, with over 150+ partner clients and over 1 million app users. We provide our products in various cities in the US such as Sheboygan (WI), Oregon City (OR), Coralville (IA), and will soon launch in Newport Beach (CA) as HotSpot Parking was awarded the RFP contract to provide a mobile parking application. HotSpot is dedicated to growing its US presence and commits to providing the proposed products to all participating Equalis entities, across all 50 states, with the ability to expand internationally through Arcadis 300 offices worldwide.</p>
<p><b>1.3.7. Certifications and Licenses.</b> Provide a detailed explanation outlining the licenses and certifications that are i) required to be held, and ii) actually held by your organization (including third parties and subcontractors that you use). Has your company maintained these certifications on an ongoing basis? If not, when and why did your company lose any referenced certifications?</p> <p><b>NOTE:</b> Provide copies of any of the certificates or licenses included in your response in <b><u>Proposal Form 5 - Certifications and Licenses.</u></b></p>	<p>The following security certifications and best practices ensure the highest level of security compliance of which HotSpot meets:</p> <ul style="list-style-type: none"> <li>• CSA-STAR Level 1 Certification</li> <li>• PCI-DSS Compliant (Payment Processor PCI-DSS Level 1 Certified)</li> <li>• ISO 27001 &amp; 9001 Certified</li> </ul> <p>Arcadis also has licenses to perform work in all 50 states, and certifications can be provided upon request.</p>

1.4. Public Sector Experience	Sector				
<p><b>1.4.1. Public Sector Cooperative Contracts.</b> Provide a list of the public sector cooperative contracts (e.g., state term contracts, public sector cooperatives, etc.) you currently hold and the annual revenue through those contracts in each of the last three (3) calendar year. Please exclude information and data associated with Federal or GSA contracts</p>	<p><b>Sourcewell:</b> This is a new collaborative purchasing agreement that Arcadis has been awarded. No current revenue to report</p> <p><b>GCloud (Digital Marketplace):</b> This contract is for National Highways based in the UK. Here are the 2020-2023 annual revenues.</p> <ul style="list-style-type: none"> <li>• May 19<sup>th</sup> 2020 – May 19<sup>th</sup> 2022 = £991,130</li> <li>• May 20<sup>th</sup> 2022 - December 31<sup>st</sup>, 2022 = £268,800</li> </ul> <p><b>Insight:</b> This is a new collaborative purchasing agreement that Arcadis has been awarded. No current revenue to report.</p> <p>More information on the above contracts can be provided upon request.</p>				
<p><b>1.4.2. Education Success.</b> What is the i) total dollar amount, and ii) percentage of your company's total annual revenue generated by sales to educational institutions (i.e., K-12 schools &amp; school districts and high education)?</p>	<p>HotSpot's clients are largely divided by Municipalities at approximately 60% and Educational Institutions at 40%. We service a user base over 1 million, managing over 500,000 parking stalls and tens of thousands permit holders.</p> <p>Our Educational Institution clients utilize our parking payment system, bringing in 30% of total revenue and \$1.5M in sales per year.</p>				
<p><b>1.4.3. Government Success.</b> What is the i) total dollar amount, and ii) percentage of your company's total annual revenue generated by sales to local governments (i.e., municipalities, counties, special districts, and state agencies)?</p>	<p>HotSpot's clients are largely divided by Municipalities at approximately 60% and Educational Institutions at 40%. We service a user base over 1 million, managing over 500,000 parking stalls and tens of thousands permit holders.</p> <p>Our Government clients utilize our parking payment system, bringing in 70% of total revenue and \$3.5M in sales per year.</p>				
<p><b>Customer References.</b> Provide references of at least five (5) local government or educational institution customers for which your company has provided products and services similar in nature and scope to those defined in this RFP in the last three (3) years. Each reference should include:</p> <ol style="list-style-type: none"> <li>Customer contact person and their title, telephone number, and email address;</li> <li>A brief description of the products and services provided by your company;</li> </ol>	<p><b>Customer References</b></p> <ol style="list-style-type: none"> <li>City of Oregon City, Oregon <table border="1" data-bbox="591 1339 1360 1879"> <tr> <td>Contact Person: Ryan Kersey Title: Code Enforcement Manager Telephone Number: 503-905-3666 Email Address: rkersey@orcify.org</td> </tr> <tr> <td>Description of Products or Services: Launched in 2022, HotSpot Parking provided the following services to Oregon City: Mobile Payment Application for Hourly Parkers, Fast Tap Signs for Guest Check out Experience, and LPR Service. HotSpot completed the initial project on time, budget and within scope and is now looking at expanding digital payment solutions to new paid parking areas in the City.</td> </tr> <tr> <td>Starting and End Dates: January 2022 – Ongoing</td> </tr> <tr> <td>Notes or Other Pertinent Information:</td> </tr> </table> </li> </ol>	Contact Person: Ryan Kersey Title: Code Enforcement Manager Telephone Number: 503-905-3666 Email Address: rkersey@orcify.org	Description of Products or Services: Launched in 2022, HotSpot Parking provided the following services to Oregon City: Mobile Payment Application for Hourly Parkers, Fast Tap Signs for Guest Check out Experience, and LPR Service. HotSpot completed the initial project on time, budget and within scope and is now looking at expanding digital payment solutions to new paid parking areas in the City.	Starting and End Dates: January 2022 – Ongoing	Notes or Other Pertinent Information:
Contact Person: Ryan Kersey Title: Code Enforcement Manager Telephone Number: 503-905-3666 Email Address: rkersey@orcify.org					
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Starting and End Dates: January 2022 – Ongoing					
Notes or Other Pertinent Information:					

- c. Customer relationship starting and ending dates; and,
- d. Notes or other pertinent information relating to the customer and/or the products and services your company provided.

2. City of Sheboygan, Wisconsin

Contact Person: Derek Muench  
 Title: Director of Transit & Parking  
 Telephone Number: 920-459-3140  
 Email Address: [derek.muench@shorelinemetro.com](mailto:derek.muench@shorelinemetro.com)

Description of Products or Services: HotSpot worked with the City of Sheboygan to introduce digital payment options across the community. Launched in 2022, HotSpot Parking provides Mobile Payments for Hourly Parking and Transit, plus Digital Parking Permits for monthly and corporate employee parkers. Digital Permits have helped increase administrative efficiency with a reduction of manual tasks, with convenient and accessible payment options for all users. With the expertise of our in-house development team, we can expand and customize solutions to fit each entity's specific needs. Currently, Sheboygan is looking to expand the services to include enforcement and citation management as well as vehicle-based license plate recognition. Similarly, a HotSpot Account Executive will execute the project delivery plan of any Equalis Group project but will also design continuous improvements to fit the client's evolving needs.

Starting and End Dates: February 2022 - Ongoing

Notes or Other Pertinent Information:

3. City of Barrie, Ontario

Contact Person: Scott Fraser  
 Title: Parking Operations Supervisor  
 Telephone Number: 705-739-4220 ext. 4582  
 Email Address: [scott.fraser@barrie.ca](mailto:scott.fraser@barrie.ca)

Description of Products or Services: In September 2020, HotSpot launched our mobile parking payment service to manage parking demand. The project scope was to implement a mobile parking vendor that could seamlessly integrate with existing infrastructure. HotSpot proposed solutions that mitigated the challenges that come with managing various parking integrations and regulations dictated by differing parking environments. HotSpot developed a flexible operation that could meet and adapt to parking study recommendations and the City's priorities. HotSpot's solution provided convenience and contactless options to the end-user and increased administrative efficiencies within the Parking Department. Following a rigorous evaluation against competitors and a detailed demonstration,

	<p>HotSpot Parking was awarded the contract. HotSpot has one of the industry’s most adaptable software, which ensures that we can effectively integrate with any of Equalis Group’s clients existing parking infrastructure.</p>	
	<p>Starting and End Dates: September 2020 - Ongoing</p>	
	<p>Notes or Other Pertinent Information:</p>	
	<p>4. Municipality of Jasper, Alberta</p>	
	<p>Contact Person: Natasha Malenchak  Title: Director of Finance &amp; Administration  Telephone Number: 780-852-6511  Email Address: nmalenchak@jasper-alberta.ca</p>	
	<p>Description of Products or Services: When Jasper, Alberta, introduced paid parking in the summer of 2021, the small mountain town became a North American leader in low-cost, agile digital payment solutions. One of Canada’s leading tourist destinations, the municipality knew that paid parking could be a significant new revenue source. But it did not want to invest hundreds of thousands of dollars in costly parking infrastructure, such as pay stations, which also require ongoing maintenance. The solution? A fully digital solution eliminating the need for pricey equipment investment. Working with HotSpot, a leading parking payments provider, on the technology and implementation, Jasper adopted a smartphone-first system for its bustling downtown, the first community in North America to cut out pay machines entirely.</p> <p>Jasper launched the new digital parking program in Mid-July, and in the first two weeks since then, it has collected approximately 2,000 digital payments. Of those, 80% paid via QR code, the other 20% through the app. Less than 20 people came into the town office to pay with cash. Complaints have been minimal and parking revenues in just 2 1/2 months are approaching \$100,000. Jasper’s payment model with HotSpot is a simple commission of a percentage of revenues. For that, HotSpot handles all the customer service and any technical issues. This pilot project proved a no cost, low-barrier option for smaller communities that allows them to maximize parking profits while eliminating capital investment. This example shows that HotSpot is an industry expert in mobile payment solutions but also has experience introducing paid parking for the first time, which would be an asset to many of Equalis’ clients.</p>	
	<p>Starting and End Dates: July 2021 – Ongoing</p>	
	<p>Notes or Other Pertinent Information:</p>	

5. City of Red Deer, Alberta

Contact Person: Jason Cummings  
Title: IT Project Analyst  
Telephone Number: 403-406-8788  
Email Address: jason.cummings@reddeer.ca

Description of Products or Services: HotSpot won the contract with the City of Red Deer to completely overhaul the City’s existing parking infrastructure to a digital-first approach. HotSpot is transitioning the existing environment to HotSpot’s mobile application and QR based payment methods. On-street assets are being reduced to pay machines sourced through HotSpot. The scope also includes permit migration, enforcement solutions, and transitioning parking ticket management into a single solution. Following a rigorous evaluation, HotSpot was chosen for this opportunity and is on track for delivery.  
This project shows HotSpot can modernize communities of all types, including those that currently rely heavily on hardware for parking payments.

Starting and End Dates: February 2023 – Ongoing

Notes or Other Pertinent Information:

6. Mount Upton Central School District, Gilbertsville, New York

Contact Person: Annette Hammond  
Title: Superintendent  
Telephone Number: 607-783-2207  
Email Address: ahammond@gmucsd.org

Description of Products or Services: In response to the zero-emission school bus mandate in the State of New York, GMU CSD retained our parent company, Arcadis, to conduct a study on how to transition to electric school buses and the specific impact on their bus routing and facilities. The study was completed as part NYSERDA’s Clean Green Schools Initiative, under Track 1 of the Clean Transportation Study category. Arcadis submitted the application to NYSERDA on behalf of GMU CSD. The study goals were: 1) Understand existing operations and infrastructure, as well as what changes are needed to enable Battery Electric Bus (BEB) operations, 2) Develop a future system concept to achieve full fleet electrification, and 3) Develop a transition roadmap and cost estimate for BEB transition.  
Our successful execution of this project shows that HotSpot is well versed in the products, services and solutions within the scope of this RFP. We have ample experience in the United States and with electric vehicles. It showcases our ability to use data to project the City’s needs and deploy future solutions. We have over 10,000 transportation engineers with the expertise to design the perfect solution for every City.

Starting and End Dates: March 2023 – February 2024

Notes or Other Pertinent Information:

7. Point Loma Marina, San Diego, California

Contact Person: Gillian Bossenger  
Title: Marina Representative  
Telephone Number: 619-718-6260  
Email Address: gbossenger@pointlomamarina

Description of Products or Services:  
HotSpot Parking implemented our Mobile App and our Fast Tap Signs at the beautiful Point Loma Marina in San Diego, CA. Our Mobile App allows marina members to park seamlessly every time. Our Fast Tap Signs are especially handy for marina visitors who can simply scan QR codes to pay for parking as they go, without having to download the app or upload funds to a digital wallet. We integrated with Genetec technology for LPR, and administrators can monitor parking from our robust back-end system.  
This project shows our proficiency working with private operators and transient visiting parkers.

Starting and End Dates: June 2023 – Ongoing

Notes or Other Pertinent Information:

8. NYSDOT, State of New York

Contact: Tim Fiato  
Title: Project Director  
Telephone Number: 518-417-6217  
Email Address: timothy.fiato@dot.ny.gov

Description of Products or Services: Since 2014, HotSpot’s parent company, Arcadis has delivered a SaaS hosted New York statewide system with Arcadis Travel-IQ modules including the 511 responsive website with integrated Event Entry and Road Condition Reporting, IVR, Mobile Application, Transit Trip Planning, and data fusion of over 20 data sources. NYSDOT awarded Arcadis the 511NY contract again in 2020, and Arcadis has continued to host, maintain, and update New York’s 511 Traveler Information System (511NY). Arcadis delivers ongoing Arcadis Travel-IQ product releases to NYSDOT making product features available to NYSDOT as desired ensuring that all subsystems remain relevant, use the latest technology, and continue to meet NYSDOT’s business needs. NY511 allows NYSDOT to effectively manage planned and unplanned events on their road network and disseminate this information to the traveling public to allow for safe and efficient travel.  
This project shows HotSpot’s experience with aggregating relevant traffic and parking data and ability to use a Mobile App to disseminate user notifications and communicate with large populations. The size and scope of the 511

project across New York State speaks to our access to the best transportation professionals and engineers all over North America. With reinforcement from Arcadis, we have the resources to attack projects of all sizes and complexity.

Starting and End Dates: January 2014 – Ongoing

Notes or Other Pertinent Information:

9. Ann Arbor Downtown Development Authority, Ann Arbor, Michigan

Contact: Jada Hahlbrock  
Title: Downtown Development Authority (DDA) Parking Manager  
Telephone Number: 734-567-8025  
Email Address: [jhahlbrock@a2dda.org](mailto:jhahlbrock@a2dda.org)

Description of Products or Services: HotSpot's sister product, CurbiQ was used to provide curbside data collection, processing, visualization, and analysis for the downtown area of Ann Arbor, consisting of over 60 curb miles of curbside inventory. The Ann Arbor DDA completed this study to have a better understanding of curbside allocation in Ann Arbor and to obtain a toolkit of solutions on how to better utilize curb space for end users.

Curb Converter's Curb-Level Surveying processes were used to survey the curbside by walking streets while capturing all relevant information from signage to parking meters and curb cuts. Due to tight timelines, efficient route planning, survey coordination, effective training, and timely surveying was all required to meet the schedule. This data was then processed to generate a digital curb inventory and uploaded to Curb Viewer with access provided to DDA staff and the Walker Consultants project team.

Demand data from parking meters was also standardized and ingested by the CurbiQ team onto Curb Analyzer for visualization and analysis purposes. The CurbiQ platform enabled the consultants to quickly understand curbside allocation, with dashboard summaries of the entire DDA zone broken down by hour and regulation, with associated revenues, occupancies, and users indicated.

This project shows that HotSpot has experience collecting and reporting large quantities of data. We exceed industry standards for data transmission and storage. Effective training was one of the keys to the success of the Ann Arbor project. HotSpot always prioritizes training for

administrators and users to ensure that they have a frictionless experience.

Start and End Dates: April 2022 – Present

Notes or Other Pertinent Information:

#### 10. City of Columbus, Ohio

Contact: Available upon request

Description of Products or Services: HotSpot's sister product, CurbiQ, digitized over 350 miles of curbside in Columbus, OH, to streamline logistics operations and minimize parking and traffic issues. For the Dynamic Curb Lane Management System (DCLM) to function, existing curbside conditions of the Parking Demand Zone (PDZ), consisting of over 350 miles of curbside, was needed in a digital format. The CurbiQ team deployed Curb Converter's Open Data Automation processes to clean, convert, and standardize a myriad of open data sources (including signage datasets, parking meter locations, and past surveys of curbside) to generate a complete digital curbside inventory for the PDZ in CurbLR format. Curb Converter processes enabled the team to complete this work in under 2 months without having to step foot on Columbus streets.

This data was then provided to the DCLM team on CurbiQ's Curb Viewer platform and is being used to select optimal locations for loading zones and is being used to view and understand their curb regulation data for planning purposes.

Equalis Group clients can access CurbiQ's wayfinding technology for parking management solutions like helping citizens find, reserve, and pay for parking. CurbiQ's software provides the data that allows users to manage availability and inventory through effective demand planning. CurbiQ's maps can also be accessed from the HotSpot Mobile App or can be integrated into the municipality's website.

Starting and End Dates: June 2022 – Present

Notes or Other Pertinent Information:

## **Products & Services**

### **1.5. PRODUCTS & SERVICES**

<p><b>1.5.1. Product &amp; Services Description(s).</b> Provide a detailed description of the products and services you are offering as a part of your proposal.</p> <p>Your response may include, but is not limited to, information related to functions, differentiators, capabilities, features, advantages, warranty, set-up, training, maintenance services, or any other piece of information that would help understand the breadth and depth of your products and service offering.</p> <p><b>IMPORTANT.</b> This description along with the products and services included in the <b><u>Attachment B – Cost Proposal</u></b> will be utilized to define the overall products and services available under a resulting contract.</p>	<p><b>Parking App</b></p>	<p>HotSpot provides customers with an easy to use and modern interface accessible through the HotSpot mobile app, web-based browser, and online dashboard. We also offer IVR access, which provides options to park via telephone. HotSpot provides users with feature-rich account administration options. Through the HotSpot app and/or online dashboard, users can:</p> <ul style="list-style-type: none"> <li>• Pay for parking sessions.</li> <li>• Pay for parking tickets and submit disputes.</li> <li>• View their parking history and receipts.</li> <li>• Make community donations.</li> <li>• Manage vehicles.</li> <li>• Manage profile/account settings.</li> <li>• Receive Merchant Validation where applicable.</li> <li>• Contact HotSpot customer support.</li> </ul>
	<p><b>Fast Tap Signage</b></p>	<p>HotSpot’s Fast Tap Signs act just like a pay station to accept digital payments, but without the expensive hardware and operational costs! These signs allow users to pay for hourly parking and permits quickly and efficiently by scanning the QR code - no application download required; integrated with all enforcement technologies.</p>
	<p><b>Digital Parking Permits</b></p>	<p>HotSpot offers a robust Digital Parking Permit system that is license plate based, available through our single solution application and seamlessly integrated with enforcement. HotSpot users can purchase permits through the app or online dashboard while still having an option to be sold by an administrator in-person. The automation of the digital platform cuts down significantly on manual data entry, typos, in-person line-ups, paper usage toward hang tags, and overall time management on parking permits. HotSpot accommodates the widest variety of permit types</p>

		available in the market, including daily, weekly, monthly, semester, annual, bundle, residential and moderated.
	<b>License Plate Recognition</b>	Enforcement of the HotSpot system is 100% license plate based. This is done through License Plate Recognition technology (LPR) which searches apparently unpaid license plates and relays an audible “Ping” when the user has paid using a red (unpaid) / green (paid) methodology. HotSpot will install the “officer app” on the existing Android handhelds used by the client
	<b>Real-Time Parking Maps</b>	Real-time maps are accessible in the HotSpot mobile application and can be embedded on the City's website to help provide a snapshot of the current occupancy levels at specified locations, for enhanced wayfinding. Through HotSpot's CurbIQ integrated solution, the system pulls in occupancy payment insights from the HotSpot platform, and integrates with the physical infrastructure, to provide the most comprehensive occupancy insight possible with options to display on existing digital signage.
	<b>Signage</b>	HotSpot provides printing and shipping of bilingual meter, kiosk, or zone signage which are required for both on-street and off-street parking. All signage meets industry standards and is sent to the client for approval prior to printing. Installation costs can be avoided by utilizing your staff to apply decals.
	<b>Back-end Administrative Dashboard</b>	Through the HotSpot user-friendly administrative dashboard, authorized city staff can access real-time parking sessions to verify customer payments, permit applications, update lot availability, rates and times, as well as create meaningful and accurate reports. Including financial history, collections and reconciliation, plus analytics on routes and zones to provide decision-quality management reporting for business

	analysis, problem resolution and overall efficiency.
<p><b>1.5.2. Data Protection.</b> What security certifications does your company currently hold that establish your processes for protecting user Data?</p>	<p>The following security certifications and best practices ensure the highest level of security compliance of which HotSpot meets:</p> <p><b>Security Compliance</b></p> <ul style="list-style-type: none"> <li>● CSA-STAR Level 1 Certification</li> <li>● PCI-DSS Compliant (Payment Processor PCI-DSS Level 1 Certified)</li> <li>● ISO 27001 and 9001 Compliant</li> <li>● Cyber Secure Canada Compliant - Canada Federal Accreditation</li> </ul> <p><b>Ongoing Security Controls</b></p> <ul style="list-style-type: none"> <li>● Completed Yearly by 3rd party</li> <li>● Privacy Impact Assessment</li> <li>● Vulnerability and Penetration Assessment</li> <li>● Incident Response Plan</li> <li>● Disaster Recovery Plan</li> <li>● Acceptable Use and Information Security Policy</li> <li>● Role Based Administrator Access</li> <li>● Audit Trail Integrity</li> <li>● Single Sign-On Controls</li> </ul>
<p><b>1.5.3. Security.</b> Describe the protocols are in place to ensure the safe transmission of information being shared through your products and services?</p>	<p><b>General Security:</b> The system is hosted by HotSpot in Canada through Amazon Web Services (AWS) and HotSpot is PCI-DSS compliant (PCI-DSS SAQ-A) and our payment processor, Stripe, is PCI-DSS level 1 certified by the PCI Security Standards council. HotSpot is a cloud based, SaaS solution with data stored in AWS in Northeastern USA. We do not share the user's data as outlined in our Terms of Service and Privacy Policy. HotSpot has a Privacy Impact Assessment done yearly by a 3rd party to ensure that HotSpot is following best controls.</p> <p><b>Physical Security:</b> The system is hosted by HotSpot through AWS. AWS maintains an extensive list of global and regional compliance certifications and attestations. For details please see: <a href="https://aws.amazon.com/compliance/programs/">https://aws.amazon.com/compliance/programs/</a>. AWS manages its own data centers, and no infrastructure is shared with other non-AWS providers. AWS has extensive controls and processes around physical access to any facilities. Details of data center controls are available at <a href="https://aws.amazon.com/compliance/data-center/controls/">https://aws.amazon.com/compliance/data-center/controls/</a></p> <p><b>Data and Privacy:</b> Data in motion and in use is protected by TLS and our entire mobile payment application serves over https. HotSpot uses TLS 1.2 and blocks 1.0 and 1.1. HotSpot does not sell or share data with third parties as outlined in our Terms and Service and Privacy Policy (<a href="https://www.htsp.ca/privacy">https://www.htsp.ca/privacy</a> )</p> <p><b>Encryption:</b> All systems are encrypted at rest. Web and application servers are stateless and are regularly replaced via automation and autoscaling. The database can be restored to any moment in time within the backup retention period, which is set to 31 days. Additionally, backups are performed automatically at regular intervals. Finally, encrypted backups are automatically replicated to a 2nd AWS account.</p>

<p><b>1.5.4. Integrations.</b> Describe your company’s approach to APIs and integrations. Provide a list of other applications or software system with which your solutions integrate.</p>	<p>HotSpot Parking is one of the most hardware integrated parking applications on the market, allowing for real-time data retrieval of parking sessions and sensor activity. Our In-House Software Development team is continuously researching and developing solutions to ensure HotSpot cohesively performs with existing and pending infrastructure. This modernization coupled with our strategy toward developing integrated partnerships future-proofs our solution. HotSpot Parking is integrated with some of the largest and most successful companies, including: Flowbird, Cale, Precise Parklink, IPS, GTechna, MacKay Meters, Tannery Creek, Ventek Technologies, T2 Systems, historically utilized businesses (HUB) Parking Technologies, Tomahawk Technologies, OpsCommander, iParq, Duncan Solutions, Amano, CurbiQ, Genetec and more. HotSpot is experienced with API integration, creating custom API’s, and integrating with existing API. We offer File share, SFTP server, and have experience with Carbon60 and Government agencies; and offer in-house consultation and software development. Additionally, HotSpot has experience with, and can integrate with a variety of accounting software such as Oracle, SAP, Banner, etc. and can allow for same day updating of financial information for real-time decision-making.</p>	
<p><b>1.5.5. Value-Add or Additional Offering.</b> Please include any additional products and services not included in the scope of the solicitation that you think will enhance and add value to this contract’s participating agencies.</p>	<p><b>Enforcement Management</b></p>	<p>HotSpot Parking’s Enforcement platform includes License Plate Recognition technology, Digital Ticket Printing and Citation Management that integrates with the Court System. Officers will be able to issue both motor vehicle and pedestrian tickets quickly and efficiently, through a single handheld with built-in LPR, digital chalking and photo capture.</p> <p>HotSpot’s automated system increases efficiencies by:</p> <ul style="list-style-type: none"> <li>• Officers no longer writing tickets by hand, for typos and unreadability.</li> <li>• Tickets uploaded to back-end management system in real-time.</li> <li>• Issuing tickets in poor weather on polymer paper, increasing revenues.</li> </ul> <p>Pre-populating by law infractions for ease of ticket issuance.</p>
	<p><b>Virtual Transit Fares</b></p>	<p>HotSpot provides a single application that allows transit riders to pay for transit and gives access to a Trip Planner within the app. Features include:</p> <ul style="list-style-type: none"> <li>• Route planning.</li> <li>• Route confirmation.</li> <li>• Payment.</li> <li>• Boarding confirmation.</li> </ul>

	<p><b>Merchant Validation</b></p>	<p>HotSpot's Merchant Validation is a service provided to businesses that allows them to transfer funds from their HotSpot Merchant Digital Wallet to their customers HotSpot Digital Wallet to be used to pay for parking anywhere HotSpot is accepted as payment. This is an optional service for local business, HotSpot works closely with BIA's to ensure these tools are available and communicated effectively.</p>
	<p><b>NFC Gate Solution</b></p>	<p>HotSpot has built a gated entry system that can be accessed within the parking app. This allows users to quickly pay for parking via credit card or visa debit administered through HotSpot's virtual wallet system. All of this is done through NFC Tap allowing the user no delays with ticket printing machines while entering a facility. This tool removes the need for the Tap cards that historically are used in gated access if the user has a mobile device. This must be used in conjunction with our permitting system or corporate parking accounts to increase convenience for end users</p>
	<p><b>CurbiQ</b></p>	<p>CurbiQ, a sister product from Arcadis, is a curbside management software solution that helps agencies better understand their mobility options when it comes to curbside activities by facilitating management and changes to curbside regulations. Functions include the ability to collect, visualize, manage, and analyze curbside data, through maps, analytic tools, and on-demand reporting which together provide considerable transparency, flexibility, and efficiency to the planning and operations process. CurbiQ is an agnostic parking and curbside integration solution; the CurbiQ platform can ingest information from any source, regardless of vendor, and brings the data into a single centralized platform.</p>
<p><b>1.5.6. Open Market Products.</b> Provide a detailed description of your ability to accommodate requests for Open Market Products. Open Market Products is a category of products that cannot be</p>	<p>HotSpot has experience consulting, developing and implementing a variety on non-standard assignments and projects. Such as specific integration requirements, towing modules, and new citation management life cycles that require custom scoping and development.</p> <p>HotSpot has a long list of industry partners to supply open market products, such as Vehicle License Plate Recognition, Pay Stations, etc. to provide client partners choice in make and models.</p>	

<p>found in your standard catalog offering or non-inventoried products.</p> <p><b>NOTE:</b> For a definition of Open Market Items, please refer to <b><u>Part One, Section 5.4 - Other Pricing Scenarios.</u></b></p>	<p>HotSpot Parking typically facilities "sourced" products "at cost plus time". For any items not listed on our price sheet that we may have to source, we will supply a quotation and statement of work for each item.</p>
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<p><b>1.5.7. Warranty.</b> Provide a copy of the manufacturer's warranty. If required, please attach the warranty as an attachment, as instructed in this document. Describe notable features and/or characteristics of the warranty that a public sector customer would find interesting or appealing. Pricing related to the any extended warranty options must be included in <b><u>Attachment B - Cost Proposal.</u></b></p>	<p>As HotSpot is a SaaS solution, warranty is as follows:</p> <ol style="list-style-type: none"> <li>HotSpot will provide an ongoing warranty on the delivered software against any defects found. This warranty will be valid while the service is supported on an annualized basis by the (client). HotSpot will, at their expense, repair any defects found. Any functional changes required is to be considered as a Change Request and would be billed to the customer accordingly. Both Parties will work together to triage reported issues to determine whether they are Defects or Change Requests.</li> <li>The (client) will not, directly, indirectly, alone, or with another party, (i) copy, disassemble, reverse engineer, or decompile the software or any subpart thereof; (ii) modify, create derivative works based upon, or translate the software or source code; (iii) transfer or otherwise grant any rights in the software or source code in any form to any other party; and (iv) attempt to do any of the foregoing or cause or permit any third-party to do or attempt to do any of the foregoing, except as expressly permitted hereunder.</li> </ol>
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## 2. Business Operations

### 2.1. Customer Service

<p><b>2.1.1. Customer Service Department.</b> Describe your company's customer service department &amp; operations. Your description may include, but is not limited to, hours of operation, number and location of service centers, parts outlets, number of customer service representatives. Clarify if the service centers are owned by your company or if they are a network of subcontractors.</p>	<p>HotSpot owns its services center and as such, provides five (5) <b>in-house</b> bilingual customer support staff dedicated to HotSpot Parking, with a global team to fulfill after hours request and additional support. Service centers are in HotSpot's head office in Fredericton, with other locations across the United States managed by our parent company, Arcadis. This service is monitored over multiple time zones and has a 24-hour email response time. Phone support is provided during business/parking hours in your local time zone. We address all challenges through the following channels:</p> <ul style="list-style-type: none"> <li>- <b>Email:</b> HotSpot allows all users to email us directly within the application. We also typically answer information requests from the public about how the parking facilities work and direct them to the proper channels for more in-depth needs.</li> <li>- <b>Phone:</b> HotSpot provides a toll-free number on infrastructure the people can call if they are experiencing an issue.</li> <li>- <b>Twitter + Facebook:</b> HotSpot also manages a Twitter and Facebook account people typically use to reach out and ask questions.</li> </ul> <p>HotSpot's goal is under no circumstance should you as our client need to answer technical questions regarding users' accounts. All assistance can be directed to HotSpot for resolution. HotSpot does provide a self-serve dashboard to allow you to service any client requests. An optional module is available to allow you to deal with all technical issues that are used by</p>
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	larger clients at their discretion.
<p><b>2.1.2. Customer Support &amp; Training.</b> Describe the training services, education resources or support forums available to Members.</p>	<p>HotSpot Parking will provide remote and/or on-site training and training manuals prior to the launch of the system. HotSpot’s training program will accommodate the various roles of administration. In addition to these roles, training will be provided with the rollout of new functionalities, upgrades, service packages, etc. At HotSpot Parking, we designate a Training Lead that is committed to the growth and success of our clients’ launch and any questions they may have along the way. The HotSpot Training Lead will schedule training sessions and routine follow-up calls with staff to ensure things are running smoothly and there are no unanswered questions.</p> <p><b>Training Materials:</b> HotSpot Parking provides training materials such as manuals and instructional videos relevant to each department. For example, Finance receives instructional material on accessing the expenditures tab located in the online dashboard and options for downloading the necessary information (CSV, PDF, Excel). Training sessions are held Virtually, Instructor Led via City Classrooms or multiple computers. The only requirement is internet access and a screen for viewing. An option to Train the Trainer is also available, as well as the ability to train on-site, though costs may be incurred (if we do not have an office in the location). HotSpot’s 24/7 bilingual customer support team is also always available to assist with questions and walk-throughs.</p> <p><b>Training Implementation:</b> HotSpot Parking will provide training and support to all administrators of the system. This is expanded as follows:</p> <ul style="list-style-type: none"> <li>- <b>Administrative/Finance Back-office training:</b> To provide staff with a clear understanding and functionality of the system, features and processes from the HotSpot Administrative Dashboard; including finance and revenues, reporting, parking management and operations. Training Agenda and Content is as follows: <ul style="list-style-type: none"> <li>• Overview of the HotSpot Application from the Users Perspective</li> <li>• Overview of HotSpot’s Administrative Dashboard, Role Creation and Feature Tabs</li> <li>• Demonstration of typical queries and reports</li> <li>• Demonstration of analytic capabilities</li> <li>• Demonstration of expenditure reporting and ability to self-audit the system</li> <li>• Demonstration of Ticket Lifecycle and varying action stages</li> <li>• Overview of Parking Change Options, Event Management and Change Logs</li> </ul> </li> </ul> <p><b>Enforcement Procedure Training:</b> Enforcement Training will prepare Officers with system functionality to verify parking sessions from the application, in the field. HotSpot Instructors guide Enforcement Officers on loading the HotSpot Officer Application onto the handheld devices, and how to access the License Plate Recognition tool to verify real-time parking data, followed by a walk-through of the user prompts for digital ticketing, and user testing on all hardware devices.</p> <p><b>IT Analyst Training:</b> HotSpot Parking will be responsible for all IT Analyst training and will have technical staff available to understand possible integrations with 3rd party systems.</p>

**Customer Service/Ticket Triage Training:** Customer Service Training will equip the client’s front line customer service staff with the tools required to facilitate public awareness, understanding and use of the application. Of course, the client is supported by our in-house 24/7/365 bilingual customer support team. HotSpot’s goal is under no circumstance should the client’s staff need to answer technical questions regarding users' accounts. All assistance can be directed to HotSpot Parking’s customer support team for resolution.

HotSpot training sessions are easy going, and interactive. Individuals will have an opportunity to navigate through the system themselves and ask questions along the way. HotSpot recognizes a change to routine processes can be difficult, so we are always available for additional training, Q&A’s and support throughout the Implementation Process.

**2.2. Customer Set Up; Order & Invoice Processing; Payment**

**2.2.1. Proposal Development, Order, and Invoice Process.**  
Describe your company’s proposal development, order, and invoice process.

**Proposal Development:** HotSpot has a team of Sales Development Reps, Sales Enablement Specialists and Technical Operations who consistently work together to analyze requirements and determine the most optimal solution for clients. We conduct an internal review of the client’s product request, address each functional and technical requirement, and develop a thorough proposal, allowing the client to make the decision that best suits their needs. Additionally, through our outbound sales process, Sales Associates will reach out to clients to determine if there is interest in a proposal or invoice based on their business needs.

**Ordering:** HotSpot’s Sales Associates are responsible for handling the ordering process. Clients reach out to a Sales Lead to obtain a quote on products. The Sales Lead will then prepare the quote and await the client’s approval which is then passed to our Operations Team through use of a Project Delivery Plan. This plan outlines the specific products and services to be provided, as well as the respective responsibilities of the project team in both HotSpot and from the client's end. The PDP is then shared with the client, who is expected to review and sign-off on the document. This process provides HotSpot and the client with documented timelines, granular functionality of the system, and expectations leading to a successful launch. The Project Delivery Plan include:

- Project scope of work
- Product Descriptions
- Required integrations and 3rd party contacts (if needed)
- Software & Hardware Deliverable
- Onboarding breakdown, costs, permit types, merchant fees, etc. (Supplementary documentation to gather this information is also provided)
- Data Migration specifications, if any
- Task Table for both the Contractor and Client
- Timeline on Tasks, and toward Launch Date

**Invoicing:** HotSpot will invoice for all one-time fees immediately upon signing (this includes Onboarding Costs, Hardware and Signage). Annual Recurring fees will also be billed following acceptance of quote by contract signing, at terms agreed to by the agency HotSpot will continue to invoice recurring Annual Fees upon the yearly signing date. HotSpot will remit all provider parking revenue to a provider associated

with their use of the parking payment services for parking each month on a 30-day delay by direct deposit to the client. Once a threshold is reached, of digital revenues passing through the HotSpot system, HotSpot automatically updates to a more frequent remittance schedule. Once that event occurs, HotSpot Accountants will contact the client to update the remittance schedule accordingly. Once the threshold is reached and remittance schedule changed, the schedule will remain at the updated schedule regardless of if a subsequent payment is less than the threshold.

Digital Revenues Passing through HotSpot System	Remittance Schedule
Less than \$10,000	Monthly
\$10,000 - \$39,999	Bi-weekly
\$40,000 - \$59,999	Weekly
\$60,000 or More	Daily

### 3. PRICING

#### 3.1. Cost Proposal

**3.1.1. Pricing Model.** Provide a description of your pricing model or methodology identifying how the model works for the products and services included in your proposal. Your response should describe how the proposed pricing model is able to be audited by an Equalis Group member to assure compliance with the pricing in the Master Agreement.

HotSpot has provided two pricing models for members of Equalis Group to choose from. We recognize that Equalis Group has a large network of clients who each have their own set of parking needs and considerations. We have provided multiple models to allow each community the flexibility to select the model that best fits their parking preferences.

**1. Convenience Fee Model:** In this approach, parkers can continue to use the parking hardware provided or use HotSpot’s digital services. HotSpot’s convenience fee represents the cost of convenience, like printing concert tickets at home vs. picking up in-person. The fee allows the parker more flexibility and transparency through account management and self-serve tools. This method is best supplemented with parking infrastructure to facilitate cash methods. This convenience fee can be paid by the parker, or by the participating agency. HotSpot tracks every parking session recorded in real-time, allowing for full data analytics on usage, or for given time periods accessible in the back-end dashboard at any time.

**2. Revenue Share Model:** Revenue share is collected on digitally collected revenue through HotSpot only. Removing the convenience fee to the parker allows digital payment as the primary option for parkers and allows the client to reduce parking hardware and associated maintenance costs of traditional parking hardware. Removing barriers like convenience fees nurtures greater adoption of digital payments. HotSpot provides continuous support through launch, operations and absorbs fees related to onboarding, training, marketing & communication assistance, with City and End-User customer support. HotSpot provides all digital tools to encompass the most comprehensive parking environment, such as permits, reservations, and a POS system. This model provides the most flexibility to use products as needed and adapt based on feedback from the community. HotSpot tracks every parking session recorded in real-time, allowing for full data analytics on usage, or for given time periods accessible in the back-end dashboard at any time.

	<p>Our pricing models can be audited by an Equalis Group member at any time. Arcadis is ISO 9001:2015-compliant and has a staff dedicated to maintaining a firm-wide Quality Management System. We have a process in place for quality management on all project which can be used to track sales on any of our pricing models.</p>
<p><b>3.1.2. Auditable.</b> Describe how the proposed pricing model is able to be audited by public sector agencies or CCOG to assure compliance with pricing in the Master Agreement.</p>	<p>Arcadis has extensive experience dealing with all types of contracts from on-call rosters to prime and sub-consultant roles, and this Mobile Parking Payment contract will be held to the same standards. HotSpot Parking has dozens of ongoing contracts with Arcadis and has a dedicated staff to handle contracts, payouts, and financial details. The same staff will be used on this contract to ensure compliance and remits are being paid. Arcadis is ISO 9001:2015-compliant and has a dedicated, firm-wide Quality Management System (QMS). Our QA and QC practices support our certification, including external and internal audits of our projects. The formal QA and QC process has become the industry norm and has been applied to all of our recent projects, making the process cost-effective and an integrated part of project delivery. Our internal QA approach has been a key factor in achieving our ISO-9001 status. Arcadis' step-by-step process ensures effective quality management on all projects. This process will be utilized to track sales under this contract and this can be reported on a quarterly basis. This will also be complemented with detailed financial information from our Salesforce website.</p>
<p><b>3.1.3. Cost Proposal Value.</b> Which of the following statements best describes the pricing offered included in Respondent's cost proposal.</p>	<p>The prices offered in your Cost Proposal are:</p> <ul style="list-style-type: none"> <li><input type="checkbox"/> lower than what you offer other group purchasing organizations, cooperative purchasing organizations, or state purchasing departments.</li> <li><input checked="" type="checkbox"/> equal to what you offer other group purchasing organizations, cooperative purchasing organizations, or state purchasing departments.</li> <li><input type="checkbox"/> higher than what you offer other group purchasing organizations, cooperative purchasing organizations, or state purchasing departments.</li> <li><input type="checkbox"/> not applicable. Please explain below.</li> </ul> <p>HotSpot Parking believes that a contract with members of Equalis Group holds great value. To demonstrate our dedication to working with Equalis Group and its clients, we have priced the contract with steep discounts. We believe that the combination of lower costs and our proven marketing strategies will incentivize Equalis Group clients to use HotSpot Parking. As more clients use HotSpot Parking, Equalis Group will increase its revenue, creating the perfect, mutually advantageous partnership.</p>
<p><b>3.1.4. Additional Savings.</b> Describe any quantity or volume discounts or rebate programs included in your Cost Proposal.</p>	<p>HotSpot makes discounts available when product modules are bundled together or purchased for multiple years.</p>
<p><b>3.1.5. Pricing Open Market or Sourced Goods.</b> If relevant, propose a method for the pricing of Open Market Items or Sourced Goods.</p> <p><b>NOTE:</b> For a definition of Open Market Items, please refer to <b>Part</b></p>	<p>For Open Market or Sourced Goods, HotSpot would use Three Quotes/Proposals or Cost plus a Mark Up of 15% pricing methods.</p>

**One. Section 5.4 – Other Pricing Scenarios.**

**3.1.6. Total Cost of Acquisition.**

Identify any components from the total cost of acquisition that are ***NOT*** included in the Cost Proposal. This would include all additional charges that are not directly identified as freight or shipping. For example, permitting, installation, set up, mandatory training, or inspections may be required but not initially considered in the Cost Proposal. Identify any parties that impose such costs and their relationship to the Respondent.

N/A

**4. GO-TO-MARKET STRATEGY**

**4.1. Respondent  
Organizational  
Structure & Staffing of  
Relationship**

**4.1.1. Key Contacts.** Provide contact information and resumes for the person(s) who will be responsible for the following areas;

1. Executive Contact
2. Contract Manager
3. Sales Leader
4. Reporting Contact
5. Marketing Contact.

\*\*\*Indicate who the primary contact will be if it is not the Sales Leader.

Please see below for our key contacts and information. All resumes can be found in **Appendix A.**

Executive Contact

Rob Wood (Head of Operations) – Primary Contact

Phone: 506-292-6152

Email: [rob.wood@arcadis.com](mailto:rob.wood@arcadis.com)

Contract Manager

Phillip Curley (Head of HotSpot Parking)

Phone: 506 897 1774

Email: [phillip.curley@arcadis.com](mailto:phillip.curley@arcadis.com)

Sales Leader

Rachel Nason (Sales Director)

Phone: 506 292 2271

Email: [rachel.nason@arcadis.com](mailto:rachel.nason@arcadis.com)

Reporting Contact

John Blackmore (Product Director)

Phone: 506.461.5354

Email: [john.blackmore@arcadis.com](mailto:john.blackmore@arcadis.com)

	<p><u>Marketing Contact</u>  Ken Dinh (Product Marketing Coordinator)  Email: <a href="mailto:ken.dinh@arcadis.com">ken.dinh@arcadis.com</a></p>
<p><b>4.1.2. Sales Organization.</b>  Provide a description of your sales organization, including key staff members, the size of the organization, in-house vs. third-party sales resources, geographic territories, vertical market segmentation, etc.</p>	<p>HotSpot’s in-house Sales Team comprises of individuals who hold the following titles:</p> <ul style="list-style-type: none"> <li>- Sales Director</li> <li>- Sales Development Representatives</li> <li>- Sales Enablement Specialists</li> </ul> <p>Our Sales Development Representatives are responsible for managing a pipeline of customers based on their territory. US territories are divided by East and West Coast to ensure all areas are monitored for any new opportunities or upsells. Our representatives attend, exhibit, speak and participate at industry conferences such as the Parking Industry Expo, New England Parking Council, Mid-South Transportation and Parking Association, International Parking and Mobility Institute, Southwest Parking and Transportation Association, California Mobility and Parking Association, Mid-Atlantic Parking Association, National Parking Association Expo, Campus Parking and Transportation Association, and more every year. Our participation and engagement allow us to reach clients and potential partners all over the United States. HotSpot Parking has a strong industry presence and we have established ourselves as parking and payment experts. In addition to being an industry leader in North America, HotSpot is a product of Arcadis. Arcadis has subscriptions to RFP bidding platforms across the world. As a global solution and technology business, Arcadis’ sales force has fostered more than 10,000 customers relationships already. Our Global Sales and Growth team, with nearly 50 Full Time Employees, successfully profitably grow Arcadis products, including HotSpot, both organically and inorganically. Our Team focuses and aligns the organization and its resources on key clients and world class client experience and prioritizes solutions and differentiates commercial strategies. This approach has seen record net revenue for Arcadis of \$4.035B USD, (or €3,759 billion) or for the full year 2023 and organic growth of 9.0%. Beneath the Global Sales Growth team, we are organized around country and market verticals, with blended teams of sector experts, account managers, sales executives and commercial enablement. Within North America our teams operate across US, Canada and Mexico, working with public and private sector clients across real estate, road, rail, water, energy, Municipal, Federal, and industrial clients. All accounts have an account leader, management plan generally realized through a consultative selling approach. We seek feedback routinely through a client experience program. Arcadis are also focused on scaling technology and product to these same geographies and market verticals with dedicated teams in place to take specific products to market. Our typical approach here is a Product Sales Director, with sales executives working in specific sub geographies, and market verticals, alongside pre-sales solution consultants and customer success managers. These teams work closely with our global Marketing and Communications (Marcomms) team of 150+ colleagues. HotSpot is in a unique position, given domain knowledge and recognition in the mobile parking industry, combined with the backing of a global salesforce and Marcomms</p>

	<p>team at Arcadis to leverage these connections. The success of our sales team and our ability to deliver service has been proven by the high percentage of contracts that we win, our market share, and the large number of municipalities and educational institutions across the USA and Canada that are existing clients of HotSpot.</p>
<p><b>4.2. Contract Implementation Strategy &amp; Expectations</b></p>	
<p><b>4.2.1. Contract Expectation.</b> What are your company's expectations in the event of a contract award?</p>	<p>We envision a successful partnership as an awarded vendor for mobile parking payment and we anticipate engaging potential customers through this platform. To amplify the impact of our collaboration, we are enthusiastic about the possibility of joint marketing efforts and events with CCOG and Equalis Group to enhance awareness and education surrounding mobile parking payment solutions. This strategic alliance not only fosters growth in parking solutions but also positions Equalis Group as a pivotal avenue for procurement. We anticipate receiving distribution lists from Equalis Group in order to reach out to members to further promote the Equalis partnership.</p> <p>Recognizing the challenges faced by cities and educational institutions in the current procurement landscape, we aspire to simplify and streamline the process for acquiring HotSpot. Despite a keen interest in our solution, the existing approach lacks efficiency, and we aim to provide current and future Equalis members with a more accessible and straightforward means of procurement.</p>
<p><b>4.2.2. Five (5) Year Sales Vision &amp; Strategy.</b> Describe your company's vision and strategy to leverage a resulting contract with Equalis over the next five (5) years. Your response may include but is not limited to; the geographic or public sector vertical markets being targeted; your strategy for acquiring new business and retaining existing business; how the contract will be deployed with your sales team; how you will market the contract, including deployment of the contract on your company website; and the time frames in which this will be completed.</p>	<p>For the next five (5) years, HotSpot Parking intends to utilize our experienced sales team to promote the Equalis partnership with prospective customers, and within our own organization. This translates to sales representatives, inquiring into an agency's familiarity with Equalis during the discovery phase of the sales cycle. When possible, HotSpot Parking will work with existing Equalis members to leverage the purchasing agreement for contracts. And when a prospect is unfamiliar, HotSpot will promote the Equalis Group, the membership and its benefits, to educate the client on available resources, and tailor our approach along these lines.</p> <p>HotSpot Parking has a dedicated marketing team that actively promotes our solution across industry events such as the International Parking &amp; Mobility Conference, relevant publications such as the Parking &amp; Mobility Magazine, and digital channels. In addition to the team, HotSpot Parking actively collaborates with the marketing professionals throughout the broader Arcadis organization. HotSpot Parking participates in industry conferences and events throughout the year, where our relationship with Equalis Group will be highlighted to prospective clients through collateral available at our booth. Specifically, we would promote that Equalis Group helps connect our customers to innovative partnership opportunities. We showcase our past projects on our website and in printed materials displayed at events. We would certainly highlight Equalis Group's role in the partnership on these case studies. In addition, we write about our solution and relevant projects in national and international industry publications. Our partnership with</p>

	<p>Equalis Group would be a great topic for these articles where appropriate, and we are open to collaboration and promotion. HotSpot Parking shares monthly email newsletters with thousands of recipients to communicate with our network who are interested in curbside management technologies. We would include information about our partnership with Equalis Group in our newsletter, further expanding the reach of the news. Finally, HotSpot Parking is active on social media and paid media channels, where our partnership with Equalis Group can be promoted to our audience. From time-to-time, we are also able to leverage Arcadis' social media following of nearly one million worldwide on LinkedIn alone, as well as X (formerly Twitter) and other social media channels totaling over one million followers.</p> <p><b>Marketing Strategy:</b> HotSpot Parking is very hands-on in engaging with our prospective clients and maintains consistent communication after implementation. If awarded the contract, HotSpot Parking's marketing strategy would consist of, but not be limited to:</p> <ul style="list-style-type: none"> <li>- Social Media Content, leveraging Arcadis outreach</li> <li>- Digital Media Marketing, such as banners on key distribution channels</li> <li>- Press Releases, on variety of platforms</li> <li>- Promotion of partnership at industry events, and conferences</li> <li>- Email &amp; Web Campaigns to Arcadis database of current and prospective customers</li> </ul> <p>HotSpot works closely with clients to ensure widespread adoption and understanding of our parking software. For our products and services, our marketing and education strategy is rolled out in three phases and includes modifications based on agency input. HotSpot's responsive customer support and innovative solutions help leverage referrals as a marketing tool on new initiatives.</p> <ul style="list-style-type: none"> <li>• Phase 1: Launch - Public awareness is the primary goal of the Launch phase. We want residents to know that HotSpot is available as a method to pay for parking, as well as convey the high level benefits of using the solution.</li> <li>• Phase 2: Drive Utilization - Customer acquisition is the goal of the Drive Utilization phase. We want frequent parkers to download the HotSpot app and we want to partner with members of the local business community to achieve their parking needs.</li> <li>• Phase 3: Sustain Action - Customer retention is the primary goal of the Sustain Action phase. We want to sustain a loyal customer base and ensure satisfaction with all aspects of the HotSpot service.</li> </ul>
<p><b>4.2.3. Sales Objectives.</b> What are your top line sales objectives in each of the five (5) years if awarded this contract?</p>	<p>Our top line sales objectives for the contract are to continue to support our Equalis Group clients.</p> <p>In year one, our top sales objective is to train Equalis Group clients on the new software, achieve widespread public awareness and make this contract vehicle available to any interested membership entities. The HotSpot team will provide comprehensive training sessions for all new users of software. We will deploy marketing techniques to ensure widespread adoption of the payment solution</p>

	<p>and optimize revenue for the Equalis Group client. We will expose this contract vehicle for interested membership entities, doing so by documented outbound strategies, hosting demos, tailor proposals and close business so we can service them through Years 2-5 as you have indicated.</p> <p>Through years two through five, our sales objective will be to provide a best-in-class customer experience and superior product for Equalis Group Members. HotSpot will continue to provide ongoing support as needed. Our ongoing support comes at no cost to the Equalis Group clients, which demonstrates our strong commitment to the contract and Equalis Group community. HotSpot also has a dedicated, in-house development team that works around the clock to ensure the best possible software for our clients. As HotSpot adds new features and additional benefits, our team will share these solutions with Equalis Group clients through check in meetings and additional trainings, as necessary.</p>
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## 5. ADMIN FEE & REPORTING

### 5.1. Administration Fee & Reporting

**5.1.1. Administrative Fee.** Equalis Group only generates revenue when the Winning Supplier generates revenue based on contract utilization by current and future Members.

The administrative fee is normally calculated as a percentage of the total Spend for agencies accessing products and services through the Master Agreement and is typically two percent (2%) to three percent (3%). In some categories, a flat fee or another fee structure may be acceptable.

**Please provide your proposed Administrative Fee percentage or structure.**

**NOTE:** The proposed Administrative Fee language for this contract is based on the terms disclosed in the **Attachment A - Model Administration Agreement**.

**5.1.2. Sales & Administrative Fee Reporting.** Equalis Group requires monthly reports detailing sales invoiced the prior month and associated Administrative Fees earned by the 15<sup>th</sup> of each month. Confirm that your company will meet this reporting requirement. If not, explain why and propose an alternative time schedule for providing these reports to Equalis Group.

HotSpot Parking will meet this reporting requirement.

**5.1.3. Self-Audit.** Describe any self-audit process or program that you plan to employ to verify compliance with your proposed contract with Equalis Group. This process includes ensuring that you sales organization provides and Members obtain the correct pricing, reports reflect all sales made under the Contract, and Winning Supplier remit the proper admin fee to Equalis.

Arcadis has extensive experience dealing with a variety of different contracts from on-call rosters to prime and sub consultant roles, and this Mobile Parking Payment contract will be met with the same standards. The HotSpot team has dozens of ongoing contracts with Arcadis and has pulled in dedicated staff to handle contracts, payouts, and all financial details with projects. The same staff will be used on this contract to make sure contracts are being complied with and remits are being paid.

Arcadis is ISO 9001:2015-compliant and has deployed its Quality Management System (QMS) across the firm. We are committed to QA and QC practices that support the standard certification which includes external and internal

	<p>audits of our projects. The use of a formal QA and QC process has become the industry norm over the past decade and has been utilized on all our recent projects, making the process cost-effective for our clients and a natural part of the project delivery process for our staff. Our internal QA approach has been a key factor in achieving our ISO-9001 status. In fact, Arcadis has a step-by-step process to ensure effective quality management on all projects. This process will be utilized to track sales under this contract, and this can be reported quarterly.</p>
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## PROPOSAL FORM 3: DIVERSITY VENDOR CERTIFICATION PARTICIPATION

**Diversity Vendor Certification Participation** - It is the policy of some Members participating in Equalis Group to involve minority and women business enterprises (M/WBE), small and/or disadvantaged business enterprises, disable veterans business enterprises, historically utilized businesses (HUB) and other diversity recognized businesses in the purchase of goods and services. Respondents shall indicate below whether or not they hold certification in any of the classified areas and include proof of such certification with their response.

**a. Minority Women Business Enterprise**

Respondent certifies that this firm is an MWBE: Yes No

List certifying agency: [Click or tap here to enter text.](#)

**b. Small Business Enterprise (SBE) or Disadvantaged Business Enterprise (“DBE”)**

Respondent certifies that this firm is a SBE or DBE: Yes No

List certifying agency: [Click or tap here to enter text.](#)

**c. Disabled Veterans Business Enterprise (DVBE)**

Respondent certifies that this firm is an DVBE: Yes No

List certifying agency: [Click or tap here to enter text.](#)

**d. Historically Underutilized Businesses (HUB)**

Respondent certifies that this firm is an HUB: Yes No

List certifying agency: [Click or tap here to enter text.](#)

**e. Historically Underutilized Business Zone Enterprise (HUBZone)**

Respondent certifies that this firm is an HUBZone: Yes No

List certifying agency: [Click or tap here to enter text.](#)

**f. Other**

Respondent certifies that this firm is a recognized diversity certificate holder: Yes No

List certifying agency: [Click or tap here to enter text.](#)

*(The rest of this page is intentionally left blank)*

## **PROPOSAL FORM 4: CERTIFICATIONS AND LICENSES**

Provide a copy of all current licenses, registrations and certifications issued by federal, state and local agencies, and any other licenses, registrations or certifications from any other governmental entity with jurisdiction, allowing Respondent to provide the products and services included in their proposal which can include, but not limited to licenses, registrations or certifications. M/WBE, HUB, DVBE, small and disadvantaged business certifications and other diverse business certifications, as well as manufacturer certifications for sales and service must be included if applicable

Please also list and include copies of any certificates you hold that would show value for your response not already included above.

See Certifications and Licenses saved in **Appendix B**.

*(The rest of this page is intentionally left blank)*

## PROPOSAL FORM 5: UNRESOLVED FINDINGS FOR RECOVERY

**O.R.C. Chapter 9.24** prohibits CCOG from awarding a contract to any entity against whom the Auditor of State has issued a finding for recovery, if such finding for recovery is “unresolved” at the time of award. By submitting a proposal, a Respondent warrants that it is not now, and will not become, subject to an “unresolved” finding for recovery under **O.R.C. Chapter 9.24** prior to the award of any contract arising out of this RFP, without notifying CCOG of such finding. The Proposal Review Team will not evaluate a proposal from any Respondent whose name, or the name of any of the subcontractors proposed by the Respondent, appears on the website of the Auditor of the State of Ohio as having an “unresolved” finding for recovery.

Is your company the subject of any unresolved findings for recoveries?

- Yes  
 No

*(The rest of this page is intentionally left blank)*

## PROPOSAL FORM 6: MANDATORY DISCLOSURES

### 1. *Mandatory Contract Performance Disclosure.*

Disclose whether your company's performance and/or the performance of any of the proposed subcontractor(s) under contracts for the provision of products and services that are the same or similar to those to be provided for the Program which is the subject of this RFP has resulted in any formal claims for breach of those contracts. For purposes of this disclosure, "**formal claims**" means any claims for breach that have been filed as a lawsuit in any court, submitted for arbitration (whether voluntary or involuntary, binding or not), or assigned to mediation. For any such claims disclosed, fully explain the details of those claims, including the allegations regarding all alleged breaches, any written or legal action resulting from those allegations, and the results of any litigation, arbitration, or mediation regarding those claims, including terms of any settlement. While disclosure of any formal claims will not automatically disqualify a Respondent from consideration, at the sole discretion of Equalis Group, such claims and a review of the background details may result in a rejection of a Respondent's proposal. Equalis Group will make this decision based on the Proposal Review Team's determination of the seriousness of the claims, the potential impact that the behavior that led to the claims could have on the Respondent's performance of the work, and the best interests of Members.

Provide statement here. N/A

### 2. *Mandatory Disclosure of Governmental Investigations.*

Indicate whether your company and/or any of the proposed subcontractor(s) has been the subject of any adverse regulatory or adverse administrative governmental action (federal, state, or local) with respect to your company's performance of services similar to those described in this RFP. If any such instances are disclosed, Respondents must fully explain, in detail, the nature of the governmental action, the allegations that led to the governmental action, and the results of the governmental action including any legal action that was taken against the Respondent by the governmental agency. While disclosure of any governmental action will not automatically disqualify a Respondent from consideration, such governmental action and a review of the background details may result in a rejection of the Respondent's proposal at Group's sole discretion. Equalis Group will make this decision based on the Proposal Review Team's determination of the seriousness of the claims, the potential impact that the behavior that led to the claims could have on the Respondent's performance of the work, and the best interests of Members.

Provide statement here. N/A

***(The rest of this page is intentionally left blank)***

## **PROPOSAL FORM 7: DEALER, RESELLER, AND DISTRIBUTOR AUTHORIZATION**

CCOG allows Suppliers to authorize dealers, distributors, and resellers to sell the products and services made available through, and consistent with the Terms and Conditions set forth in, the Master Agreement. If Supplier intends to authorize their dealers, distributors, or resellers access to the Master Agreement in the event of a contract award Supplier must provide a list, either in the form of a document or a weblink, to identify those organizations who are being authorized access to the Master Agreement.

Will the Supplier authorize dealers, distributors, resellers access to Master Agreement?

**Yes**

**No**

If yes, how will Supplier disclose which organization(s) will have access to the Master Agreement? This list can be updated from time to time upon CCOG's approval.

Respondent Response: Click or tap here to enter text.

***(The rest of this page is intentionally left blank)***

## PROPOSAL FORM 8: MANDATORY SUPPLIER & PROPOSAL CERTIFICATIONS

CCOG may not enter into contracts with any suppliers who have been found to be ineligible for state contracts under specific federal or Ohio statutes or regulations. Companies responding to any CCOG RFP MUST certify that they are NOT ineligible by signing each of the statements below. **Failure to provide proper affirming signature on any of these statements will result in a Respondent's proposal being deemed nonresponsive to this RFP.**

I, Paul Lavallee , hereby certify and affirm that Arcadis Architects, Engineers and Landscape Architects, a New York General Partnership has not been debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in transactions by the United States Department of Labor, the United States Department of Health and Human Services, or any other federal department or agency as set forth in 29 CFR Part 98, or 45 CFR Part 76, or other applicable statutes.

**AND**

I, Paul Lavallee, hereby certify and affirm that Arcadis Architects, Engineers and Landscape Architects, a New York General Partnership, is in compliance with all federal, state, and local laws, rules, and regulations, including but not limited to the Occupational Safety and Health Act and the Ohio Bureau of Employment Services and the following:

- Not penalized or debarred from any public contracts or falsified certified payroll records or any other violation of the Fair Labor Standards Act in the last three (3) years;
- Not found to have violated any worker's compensation law within the last three (3) years;
- Not violated any employee discrimination law within the last three (3) years;
- Not have been found to have committed more than one (1) willful or repeated OSHA violation of a safety standard (*as opposed to a record keeping or administrative standard*) in the last three (3) years;
- Not have an Experience Modification Rating of greater than 1.5 (a penalty-rated employer) with respect to the Bureau of Workers' Compensation risk assessment rating; and
- Not have failed to file any required tax returns or failed to pay any required taxes to any governmental entity within the past three (3) years.

**AND**

I, Paul Lavallee, hereby certify and affirm that Arcadis Architects, Engineers and Landscape Architects, a New York General Partnership, is not on the list established by the Ohio Secretary of State, pursuant to **ORC Section 121.23**, which identifies persons and businesses with more than one unfair labor practice contempt of court finding against them.

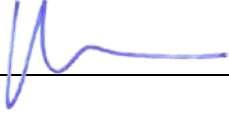
**AND**

I, Paul Lavallee, hereby certify and affirm that Arcadis Architects, Engineers and Landscape Architects, a New York General Partnership either is not subject to a finding for recovery under **ORC Section 9.24**, or has taken appropriate remedial steps required under that statute to resolve any findings for recovery, or otherwise qualifies under that section to enter into contracts with CCOG.

I, Paul Lavallee, hereby affirm that this proposal accurately represents the capabilities and qualifications of Arcadis Architects, Engineers and Landscape Architects, a New York General Partnership, and I hereby affirm that the cost(s) proposed to CCOG for the performance of services and/or provision of goods covered in this proposal in response to this CCOG RFP is a firm fixed price structure as described in the Cost Proposal, inclusive of all incidental as well as primary costs. (*Failure to provide the proper affirming signature on this item may result in the disqualification of your proposal.*)

# PROPOSAL FORM 9: CLEAN AIR ACT & CLEAN WATER ACT

The Respondent is 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.

Authorized signature:  \_\_\_\_\_

Printed Name: Paul Lavallee

Company Name: Arcadis Architects, Engineers and  
Landscape Architects, a New York General  
Partnership

Mailing Address: 59-61 Court Street, Suite 300,  
Binghamton, NY 13901

Email Address: paul.lavallee@arcadis.com

Job Title: Business Unit Director, Services (USA &  
Mexico)

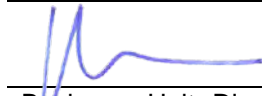
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# PROPOSAL FORM 10: DEBARMENT NOTICE

I, the Respondent, 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.

Respondents Name: Arcadis Architects, Engineers and  
Landscape Architects, a New York General  
Partnership

Mailing Address: 59-61 Court Street, Suite 300, Binghamton,  
NY 13901

Signature 

Title of Signatory: Business Unit Director, Services (USA &  
Mexico)

***(The rest of this page is intentionally left blank)***

## PROPOSAL FORM 11: LOBBYING CERTIFICATIONS

Submission of this certification is a prerequisite for making or entering into this transaction and is imposed by **Section 1352, Title 31, U.S. Code**. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Any person who fails to file the required certification shall be subject to civil penalty of not less than ten thousand dollars (\$10,000) and not more than one hundred thousand dollars (\$100,000) for each such failure.

The undersigned certifies, to the best of his/her knowledge and belief, on behalf of Respondent that:

1. No Federal appropriated funds have been paid or will be paid on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of a Federal contract, the making of a Federal grant, the making of a Federal loan, the entering into a cooperative agreement, and the extension, continuation, renewal, amendment, or modification of a Federal contract, grant, loan, or cooperative agreement.
2. If any funds other than Federal appropriated funds have been or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract or cooperative agreement, the undersigned shall complete and submit Standard Form LLL, "Disclosure of Lobbying Activities," in accordance with its instructions.
3. The undersigned shall require that the language of this certification be included in the award documents for all covered sub-awards exceeding one hundred thousand dollars (\$100,000) in Federal funds at all appropriate tiers and that all sub-recipients shall certify and disclose accordingly.

Signature:

  
\_\_\_\_\_

Date:

May 3<sup>rd</sup>, 2024  
\_\_\_\_\_

***(The rest of this page is intentionally left blank)***

# PROPOSAL FORM 12: CONTRACTOR CERTIFICATION REQUIREMENTS

## 1. Contractor's Employment Eligibility

By entering the contract, Contractor warrants compliance with the Federal Immigration and Nationality Act (FINA), and all other federal and state immigration laws and regulations. The Contractor further warrants that it is in compliance with the various state statutes of the states it 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 Respondent 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 CCOG Participating entities in which work is being performed.

## 2. Fingerprint & Criminal 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 Respondent 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.

Signature:



Date:

May 3<sup>rd</sup>, 2024

***(The rest of this page is intentionally left blank)***

## PROPOSAL FORM 13: BOYCOTT CERTIFICATION

Respondent must certify that during the term of any Agreement, it does not boycott Israel and will not boycott Israel. "Boycott" means refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations specifically with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory, but does not include an action made for ordinary business purposes.

Does Respondent agree? Agreed *PL*  
(Initials of Authorized Representative)

***(The rest of this page is intentionally left blank)***

# PROPOSAL FORM 14: FEDERAL FUNDS CERTIFICATION FORMS

When a participating agency seeks to procure goods and services using funds under a federal grant or contract, specific federal laws, regulations, and requirements may apply in addition to those under state law. This includes, but is not limited to, the procurement standards of the Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards, 2 CFR 200 (sometimes referred to as the “Uniform Guidance” or “EDGAR” requirements).

All Respondents submitting proposals must complete this Federal Funds Certification Form regarding Respondent’s willingness and ability to comply with certain requirements which may be applicable to specific participating agency purchases using federal grant funds. This completed form will be made available to Members for their use while considering their purchasing options when using federal grant funds. Members may also require Supplier Partners to enter into ancillary agreements, in addition to the contract’s general terms and conditions, to address the member’s specific contractual needs, including contract requirements for a procurement using federal grants or contracts.

**For each of the items below, respondent should certify their agreement and ability to comply, where applicable, by having respondents authorized representative complete and initial the applicable lines after each section and sign the acknowledgment at the end of this form.** If a Respondent fails to complete any item in this form, CCOG will consider the Respondent’s response to be that they are unable or unwilling to comply. A negative response to any of the items may, if applicable, impact the ability of a participating agency to purchase from the Supplier Partner using federal funds.

## 1. *Supplier Partner Violation or Breach of Contract Terms*

Contracts for more than the simplified acquisition threshold currently set at one hundred fifty thousand dollars (\$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 USC 1908, must address administrative, contractual, or legal remedies in instances where Supplier Partners violate or breach contract terms, and provide for such sanctions and penalties as appropriate.

Any contract award will be subject to Terms and Conditions of the Master Agreement, as well as any additional terms and conditions in any purchase order, participating agency ancillary contract, or Member construction contract agreed upon by Supplier Partner and the participating agency which must be consistent with and protect the participating agency at least to the same extent as the CCOG Terms and Conditions.

The remedies under the contract are in addition to any other remedies that may be available under law or in equity. By submitting a proposal, you agree to these Supplier Partner violation and breach of contract terms.

Does Respondent agree? Agreed *PL*  
(Initials of Authorized Representative)

## 2. *Termination for Cause or Convenience*

When a participating agency expends federal funds, the participating agency reserves the right to immediately terminate any agreement in excess of ten thousand dollars (\$10,000) resulting from this procurement process in the event of a breach or default of the agreement by Offeror in the event Offeror fails to: (1) meet schedules, deadlines, and/or delivery dates within the time specified in the procurement solicitation, contract, and/or a purchase order; (2) make any payments owed; or (3) otherwise perform in accordance with the contract and/or the procurement solicitation. Participating agency also reserves the right to terminate the contract immediately, with written notice to offeror, for convenience, if participating agency believes, in its sole discretion that it is in the best interest of participating agency to do so. Respondent will be compensated for work performed and accepted and goods accepted by participating agency as of the termination date if the contract is terminated for convenience of participating agency. Any award under this procurement process is not exclusive and participating agency reserves the right to purchase goods and services from other offerors when it is in participating agency’s best interest.

Does Respondent agree? Agreed *PL*  
(Initials of Authorized Representative)

### 3. *Equal Employment Opportunity*

Except as otherwise provided under 41 CFR Part 60, all participating agency purchases or contracts that meet the definition of “federally assisted construction contract” in 41 CFR Part 60-1.3 shall be deemed to include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, “Equal Employment Opportunity” (30 FR 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.”

The equal opportunity clause provided under 41 CFR 60-1.4(b) is hereby incorporated by reference. Supplier Partner agrees that such provision applies to any participating agency purchase or contract that meets the definition of “federally assisted construction contract” in 41 CFR Part 60-1.3 and Supplier Partner agrees that it shall comply with such provision.

Does Respondent agree? Agreed PL  
(Initials of Authorized Representative)

### 4. *Davis-Bacon Act*

When required by Federal program legislation, Supplier Partner agrees that, for all participating agency prime construction contracts/purchases in excess of two thousand dollars (\$2,000), Supplier Partner shall comply with the Davis-Bacon Act (40 USC 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, Supplier Partner is required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determinate made by the Secretary of Labor. In addition, Supplier Partner shall pay wages not less than once a week.

Current prevailing wage determinations issued by the Department of Labor are available at [www.wdol.gov](http://www.wdol.gov). Supplier Partner agrees that, for any purchase to which this requirement applies, the award of the purchase to the Supplier Partner is conditioned upon Supplier Partner’s acceptance of the wage determination.

Supplier Partner further agrees that it shall also comply with the Copeland “Anti-Kickback” Act (40 USC 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 Supplier Partner 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.

Does Respondent agree? Agreed PL  
(Initials of Authorized Representative)

## 5. **Contract Work Hours and Safety Standards Act**

Where applicable, for all participating agency contracts or purchases in excess of one hundred thousand dollars (\$100,000) that involve the employment of mechanics or laborers, Supplier Partner agrees to comply with 40 USC 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 USC 3702 of the Act, Supplier Partner is required to compute the wages of every mechanic and laborer on the basis of a standard work week of forty (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 forty (40) hours in the work week. The requirements of 40 USC 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.

Does Respondent agree? Agreed *PL*  
(Initials of Authorized Representative)

## 6. **Right to Inventions Made Under a Contract or Agreement**

If the participating agency's 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 or 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.

Supplier Partner agrees to comply with the above requirements when applicable.

Does Respondent agree? Agreed *PL*  
(Initials of Authorized Representative)

## 7. **Clean Air Act and Federal Water Pollution Control Act**

Clean Air Act (42 USC 7401-7671q.) and the Federal Water Pollution Control Act (33 USC 1251-1387), as amended – Contracts and subgrants of amounts in excess of one hundred fifty thousand dollars (\$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 USC 7401-7671q.) and the Federal Water Pollution Control Act, as amended (33 USC 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

When required, Supplier Partner agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Clean Air Act and the Federal Water Pollution Control Act.

Does Respondent agree? Agreed *PL*  
(Initials of Authorized Representative)

## 8. **Debarment and Suspension**

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 1966 Comp. p. 189) and 12689 (3CFR 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.

Supplier Partner certifies that Supplier Partner is not currently listed on the government-wide exclusions in SAM, is not debarred, suspended, or otherwise excluded by agencies or declared ineligible under statutory or regulatory authority other than Executive Order 12549. Supplier Partner further agrees to immediately notify the Cooperative and all Members with pending purchases or seeking to purchase from Supplier Partner if Supplier Partner is later listed on the government-wide exclusions in SAM, or is debarred, suspended, or otherwise excluded by agencies or declared ineligible under statutory or regulatory authority other than Executive Order 12549.

Does Respondent agree? Agreed PL  
(Initials of Authorized Representative)

### **9. Byrd Anti-Lobbying Amendment**

Byrd Anti-Lobbying Amendment (31 USC 1352) – Supplier Partners that apply or bid for an award exceeding one hundred thousand dollars (\$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 USC 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. As applicable, Supplier Partner agrees to file all certifications and disclosures required by, and otherwise comply with, the Byrd Anti-Lobbying Amendment (31 USC 1352).

Does Respondent agree? Agreed PL  
(Initials of Authorized Representative)

### **10. Procurement of Recovered Materials**

For participating agency purchases utilizing Federal funds, Supplier Partner agrees to comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act where applicable and provide such information and certifications as a participating agency maybe required to confirm estimates and otherwise comply. The requirements of Section 6002 includes procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR Part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds ten thousand dollars (\$10,000) or the value of the quantity acquired during the preceding fiscal year exceeded ten thousand dollars (\$10,000); procuring solid waste management services in a manner that maximizes energy and resource recovery, and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

Does Respondent agree? Agreed PL  
(Initials of Authorized Representative)

### **11. Profit as a Separate Element of Price**

For purchases using federal funds in excess of one hundred fifty thousand dollars (\$150,000), a participating agency may be required to negotiate profit as a separate element of the price. See, 2 CFR 200.324(b). When required by a participating agency, Supplier Partner agrees to provide information and negotiate with the participating agency regarding profit as a separate element of the price for a particular purchase. However, Supplier Partner agrees that the total price, including profit, charged by Supplier Partner to the participating agency shall not exceed the awarded pricing, including any applicable discount, under Supplier Partner’s Group Purchasing Agreement.

Does Respondent agree? Agreed PL  
(Initials of Authorized Representative)

### **12. Prohibition on Certain Telecommunications and Video Surveillance Services or Equipment**

Vendor agrees that recipients and subrecipients are prohibited from obligating or expending loan or grant funds to procure or obtain, extend or renew a contract to procure or obtain, or enter into a contract (or extend or renew a contract) to procure or obtain equipment, services, or systems that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system from companies described in Public Law 115-232, section 889. Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of the National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country are also prohibited.

Does Respondent agree? Agreed PL  
(Initials of Authorized Representative)

### **13. Domestic preferences for procurements**

For participating agency purchases utilizing Federal funds, Respondent agrees to provide proof, where applicable, that the materials, including but not limited to, iron, aluminum, steel, cement, and other manufactured products are produced in the United States.

“Produced in the United States” means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States.

“Manufactured products” means items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.

Does Respondent agree? Agreed PL  
(Initials of Authorized Representative)

### **14. General Compliance and Cooperation with Members**

In addition to the foregoing specific requirements, Vendor agrees, in accepting any purchase order from a Member, it shall make a good faith effort to work with Members to provide such information and to satisfy such requirements as may apply to a particular participating agency purchase or purchases including, but not limited to, applicable recordkeeping and record retention requirements.

Does Respondent agree? Agreed PL  
(Initials of Authorized Representative)

### **15. Applicability to Subcontractors**

Offeror agrees that all contracts it awards pursuant to the Contract shall be bound by the foregoing terms and conditions.

Does Respondent agree? Agreed PL  
(Initials of Authorized Representative)

By signature below, I certify that the information in this form is true, complete, and accurate and that I am authorized by my company to make this certification and all consents and agreements contained herein.

Authorized signature:



Printed Name:

Paul Lavalley

Company Name:

Arcadis Architects, Engineers and Landscape Architects, a New York General Partnership

Mailing Address:

59-61 Court Street, Suite 300, Binghamton, NY 13901

Job Title:

Business Unit Director, Services (USA & Mexico)

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# PROPOSAL FORM 15: FEMA FUNDING REQUIREMENTS CERTIFICATION FORMS

**Please answer the following question. If yes, complete this Proposal Form.**

In the event of a contract award, does the Respondent intend to make their products and services available to public agencies utilizing FEMA funds or seeking reimbursement from FEMA?	<input checked="" type="checkbox"/>	Yes
	<input type="checkbox"/>	No

When a participating agency seeks to procure goods and services using funds under a federal grant or contract, specific federal laws, regulations, and requirements may apply in addition to those under state law. This includes, but is not limited to, the procurement standards of the Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards, 2 CFR 200 (sometimes referred to as the "Uniform Guidance" or "EDGAR" requirements). Additionally, Appendix II to Part 200 authorizes FEMA to require or recommend additional provisions for contracts.

All Respondents submitting proposals who desire to work with Members utilizing FEMA funds must complete this FEMA Recommended Contract Provisions Form regarding Respondent's willingness and ability to comply with certain requirements which may be applicable to specific participating agency purchases using FEMA funds. This completed form will be made available to Members for their use while considering their purchasing options when using FEMA grant funds. Members may also require Supplier Partners to enter into ancillary agreements, in addition to the contract's general terms and conditions, to address the member's specific contractual needs, including contract requirements for a procurement using federal grants or contracts.

**For each of the items below, Respondent should certify Respondent's agreement and ability to comply, where applicable, by having respondents authorized representative complete and initial the applicable lines after each section and sign the acknowledgment at the end of this form.** If a Respondent fails to complete any item in this form, CCOG will consider the respondent's response to be that they are unable or unwilling to comply. A negative response to any of the items may, if applicable, impact the ability of a participating agency to purchase from the Supplier Partner using federal funds.

## 1. Access to Records

### For All Procurements

The Winning Supplier agrees to provide the participating agency, the pass-through entity (if applicable), the FEMA Administrator, the Comptroller General of the United States, or any of their authorized representatives access to any books, documents, papers, and records of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts, and transcriptions.

The Winning Supplier agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.

The Winning Supplier agrees to provide the FEMA Administrator or his authorized representatives access to construction or other work sites pertaining to the work being completed under the contract.

Does Respondent agree? Agreed *PL*  
(Initials of Authorized Representative)

### For Contracts Entered into After August 1, 2017, Under a Major Disaster or Emergency Declaration

In compliance with section 1225 of the Disaster Recovery Reform Act of 2018, the participating agency, and the Winning Supplier acknowledge and agree that no language in this contract is intended to prohibit audits or internal reviews by the FEMA Administrator or the Comptroller General of the United States."

Does Respondent agree? Agreed PL  
(Initials of Authorized Representative)

## **2. Changes**

FEMA recommends that all contracts include a changes clause that describes how, if at all, changes can be made by either party to alter the method, price, or schedule of the work without breaching the contract. The language of the clause may depend on the nature of the contract and the procured item(s) or service(s). The participating agency should also consult their servicing legal counsel to determine whether and how contract changes are permissible under applicable state, local, or tribal laws or regulations.

Does Respondent agree? Agreed PL  
(Initials of Authorized Representative)

## **3. Use of DHS Seal, Logo, and Flags**

The Winning Supplier shall not use the DHS seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific FEMA pre-approval. The contractor shall include this provision in any subcontracts.

Does Respondent agree? Agreed PL  
(Initials of Authorized Representative)

## **4. Compliance with Federal Law, Regulations, And Executive Orders and Acknowledgement of Federal Funding**

This is an acknowledgement that when FEMA financial assistance is used to fund all or a portion of the participating agency's contract with the Winning Supplier, the Winning Supplier will comply with all applicable federal law, regulations, executive orders, FEMA policies, procedures, and directives.

Does Respondent agree? Agreed PL  
(Initials of Authorized Representative)

## **5. No Obligation by Federal Government**

The federal government is not a party to this or any contract resulting from this or future procurements with the participating agencies and is not subject to any obligations or liabilities to the non-federal entity, contractor, or any other party pertaining to any matter resulting from the contract.

Does Respondent agree? Agreed PL  
(Initials of Authorized Representative)

## **6. Program Fraud and False or Fraudulent Statements or Related Acts**

The Winning Supplier acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to the contractor's actions pertaining to this contract.

Does Respondent agree? Agreed PL  
(Initials of Authorized Representative)

**7. Affirmative Socioeconomic Steps**

If subcontracts are to be let, the Winning Supplier is required to take all necessary steps identified in 2 C.F.R. § 200.321(b)(1)-(5) to ensure that small and minority businesses, women’s business enterprises, and labor surplus area firms are used when possible.

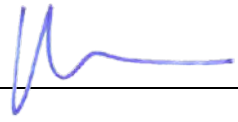
Does Respondent agree? Agreed *PL*  
(Initials of Authorized Representative)

**8. License and Delivery of Works Subject to Copyright and Data Rights**

The Winning Supplier grants to the participating agency, a paid-up, royalty-free, nonexclusive, irrevocable, worldwide license in data first produced in the performance of this contract to reproduce, publish, or otherwise use, including prepare derivative works, distribute copies to the public, and perform publicly and display publicly such data. For data required by the contract but not first produced in the performance of this contract, the Winning Supplier will identify such data and grant to the participating agency or acquires on its behalf a license of the same scope as for data first produced in the performance of this contract. Data, as used herein, shall include any work subject to copyright under 17 U.S.C. § 102, for example, any written reports or literary works, software and/or source code, music, choreography, pictures or images, graphics, sculptures, videos, motion pictures or other audiovisual works, sound and/or video recordings, and architectural works. Upon or before the completion of this contract, the Winning Supplier will deliver to the participating agency data first produced in the performance of this contract and data required by the contract but not first produced in the performance of this contract in formats acceptable by the (insert name of the non-federal entity).

Does Respondent agree? Agreed *PL*  
(Initials of Authorized Representative)

By signature below, I certify that the information in this form is true, complete, and accurate and that I am authorized by my company to make this certification and all consents and agreements contained herein.

Authorized signature:   
\_\_\_\_\_

Printed Name: Paul Lavallee  
Company Name: Arcadis Architects, Engineers and Landscape Architects, a New York General Partnership  
Mailing Address: 59-61 Court Street, Suite 300, Binghamton, NY 13901  
Job Title: Business Unit Director, Services (USA & Mexico)

# PROPOSAL FORM 16: ARIZONA CONTRACTOR REQUIREMENTS

**Please answer the following question. If yes, please complete this Proposal Form.**

In the event of a contract award, does the Respondent intend to make their products and services available to public agencies in the State of Arizona?	<input checked="" type="checkbox"/>	Yes
	<input type="checkbox"/>	No

In the event the Awarded Supplier desires to pursue public sector opportunities in the State of Arizona, it is important to understand the requirements for working with those public agencies. The documentation and information contained in this proposal form are intended to provide the Respondent with documentation that could be relevant to the providing products & services to public agencies in the State of Arizona. It is the responsibility of the public agency to ensure they are in compliance with local requirements.

## **AZ Compliance with Federal and State Requirements**

Contractor agrees when working on any federally assisted projects with more than \$2,000.00 in labor costs, to comply with all federal and state requirements, as well as Equal Opportunity Employment requirements and all other federal and state laws, statutes, etc. Contractor agrees to post wage rates at the work site and submit a copy of their payroll to the member for their files. Contractor must retain records for three years to allow the federal grantor agency access to these records, upon demand. Contractor also agrees to comply with the Arizona Executive Order 75-5, as amended by Executive Order 99-4.

When working on contracts funded with Federal Grant monies, contractor additionally agrees to comply with the administrative requirements for grants, and cooperative agreements to state, local and federally recognized Indian Tribal Governments.

## **AZ compliance with workforce requirements**

Pursuant to ARS 41-4401, Contractor and subcontractor(s) warrant their compliance with all federal and state immigration laws and regulations that relate to their employees, and compliance with ARS 23-214 subsection A, which states, ..." every employer, after hiring an employee, shall verify the employment eligibility of the employee through the E-Verify program"

CCOG reserves the right to cancel or suspend the use of any contract for violations of immigration laws and regulations. CCOG and its members reserve the right to inspect the papers of any contractor or subcontract employee who works under this contract to ensure compliance with the warranty above.

## **AZ Contractor Employee Work Eligibility**

By entering into this contract, contractor agrees and warrants compliance with A.R.S. 41-4401, A.R.S. 23-214, the Federal Immigration and Nationality Act (FINA), and all other Federal immigration laws and regulations. CCOG and/or CCOG members may request verification of compliance from any contractor or sub-contractor performing work under this contract. CCOG and CCOG members reserve the right to confirm compliance. In the event that CCOG or CCOG members suspect or find that any contractor or subcontractor is not in compliance, CCOG may pursue any and all remedies allowed by law, including but not limited to suspension of work, termination of contract, suspension and/or debarment of the contractor. All cost associated with any legal action will be the responsibility of the contractor.

## **AZ Non-Compliance**

All federally assisted contracts to members that exceed \$10,000.00 may be terminated by the federal grantee for noncompliance by contractor. In projects that are not federally funded, Respondent must agree to meet any federal, state or local requirements as necessary. In addition, if compliance with the federal regulations increases the contract costs beyond the agreed upon costs in this solicitation, the additional costs may only apply to the portion of the work paid by the federal grantee.

**Registered Sex Offender Restrictions (Arizona)**

For work to be performed at an Arizona school, contractor agrees that no employee or employee of a subcontractor who has been adjudicated to be a registered sex offender will perform work at any time when students are present, or reasonably expected to be present. Contractor agrees that a violation of this condition shall be considered a material breach and may result in the cancellation of the purchase order at the CCOG member’s discretion. Contractor must identify any additional costs associated with compliance to this term. If no costs are specified, compliance with this term will be provided at no additional charge.

**Offshore Performance of Work Prohibited**

Due to security and identity protection concerns, direct services under this contract shall be performed within the borders of the United States.

**Terrorism Country Divestments:** In accordance with A.R.S. 35-392, CCOG and CCOG members are prohibited from purchasing from a company that is in violation of the Export Administration Act. By entering into the contract, contractor warrants compliance with the Export Administration Act.

The undersigned hereby accepts and agrees to comply with all statutory compliance and notice requirements listed in this document.

Does Respondent agree? Agreed *PL*  
(Initials of Authorized Representative)

Date: May 3<sup>rd</sup>, 2024

*(The rest of this page is intentionally left blank)*

# PROPOSAL FORM 17: NEW JERSEY REQUIREMENTS

**Please answer the following question. If yes, complete this Proposal Form.**

Does the awarded supplier intend to make their products and services available to public agencies in the State of New Jersey?	<input checked="" type="checkbox"/>	Yes
	<input type="checkbox"/>	No

In the event the Awarded Supplier desires to pursue public sector opportunities in the State of New Jersey, it is important to understand the requirements for working with those public agencies. The documentation and information contained in this proposal form are intended to provide the Respondent with documentation that could be relevant to the providing products & services to public agencies in the State of New Jersey. It is the responsibility of the public agency to ensure they are in compliance with local requirements.

New Jersey vendors are also required to comply with the following New Jersey statutes when applicable:

- All anti-discrimination laws, including those contained in N.J.S.A. 10:2-1 through N.J.S.A. 10:2-14, N.J.S.A. 10:5-1, and N.J.S.A. 10:5-31 through 10:5-38.
- Compliance with Prevailing Wage Act, N.J.S.A. 34:11-56.26, for all contracts within the contemplation of the Act.
- Compliance with Public Works Contractor Registration Act, N.J.S.A. 34:11-56.26
- Bid and Performance Security, as required by the applicable municipal or state statutes.

## **A. Ownership Disclosure Form (N.J.S. 52:25-24.2)**

Pursuant to the requirements of P.L. 1999, Chapter 440 effective April 17, 2000 (Local Public Contracts Law), the Respondent shall complete the form attached to these specifications listing the persons owning 10 percent (10%) or more of the firm presenting the proposal.

**Company Name:** Arcadis Architects, Engineers and Landscape Architects, a New York General Partnership  
**Street:** 59-61 Court Street, Suite 300  
**City, State, Zip Code:** Binghamton, NY 13901

### **Complete as appropriate:**

*I, Paul Lavalley, certify that I am the sole owner of Arcadis Architects, Engineers and Landscape Architects, a New York General Partnership, that there are no partners and the business is not incorporated, and the provisions of N.J.S. 52:25-24.2 do not apply.*

### **OR:**

*I, Paul Lavalley, a partner in Arcadis Architects, Engineers and Landscape Architects, a New York General Partnership, do hereby certify that the following is a list of all individual partners who own a 10% or greater interest therein. I further certify that if one (1) or more of the partners is itself a corporation or partnership, there is also set forth the names and addresses of the stockholders holding 10% or more of that corporation's stock or the individual partners owning 10% or greater interest in that partnership.*

### **OR:**

*I, Paul Lavalley, an authorized representative Arcadis Architects, Engineers and Landscape Architects, a New York General Partnership, a corporation, do hereby certify that the following is a list of the names and addresses of all stockholders in the corporation who own 10% or more of its stock of any class. I further certify that if one (1) or more of such stockholders is itself a corporation or partnership, that there is also set forth the names and addresses of the stockholders holding 10% or more of the corporation's stock or the individual partners owning a 10% or greater interest in that partnership.*

Please note that while Form 17 has not been filled out, we do intent to make our products and services available in the state of New Jersey. We are working on obtaining on of the following forms:

1. A photo copy of their Federal Letter of Affirmative Action Plan Approval
2. A photo copy of their Certificate of Employee Information Report
3. A complete Affirmative Action Employee Information Report (AA302)

Unfortunately we were unable to obtain them in time for submission, but we will have them within the next 2 weeks, and can provide an updated form 17 then if requested.

**(Note: If there are no partners or stockholders owning 10% or more interest, indicate none.)**

<b>Name</b>	<b>Address</b>	<b>Interest</b>
_____	_____	_____
_____	_____	_____
_____	_____	_____

I further certify that the statements and information contained herein, are complete and correct to the best of my knowledge and belief.

Signature: \_\_\_\_\_

Date: May 5, 2024

***(The rest of this page is intentionally left blank)***

**B. Non-Collusion Affidavit**

**Respondent Name:** Enter Respondent Name

**Street Address:** Enter Respondent Name

**City, State Zip:** Enter Respondent Name

State of New Jersey

County of Insert County name

I, Insert name here, of the Insert name of City in the County of Insert name of County, State of Insert name of State of full age, being duly sworn according to law on my oath depose and say that:

I am the Insert name of job title of the firm of Insert company name, the Respondent making the Proposal for the goods, services or public work specified under the Harrison Township Board of Education attached proposal, and that I executed the said proposal with full authority to do so; that said Respondent has not directly or indirectly entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free, competitive bidding in connection with the above proposal, and that all statements contained in said bid proposal and in this affidavit are true and correct, and made with full knowledge that the Harrison Township Board of Education relies upon the truth of the statements contained in said bid proposal and in the statements contained in this affidavit in awarding the contract for the said goods, services or public work.

I further warrant that no person or selling agency has been employed or retained to solicit or secure such contract upon an agreement or understanding for a commission, percentage, brokerage or contingent fee, except bona fide employees or bona fide established commercial or selling agencies maintained by

Authorized signature: \_\_\_\_\_  
Job Title: Insert job title here.

Subscribed and sworn before me

this \_\_\_\_ day of \_\_\_\_\_, 20\_\_

\_\_\_\_\_  
Notary Public of New Jersey  
My commission expires \_\_\_\_\_, 20\_\_

SEAL

C. **Affirmative Action Affidavit (P.L. 1975, C.127)**

Company Name: Click or tap here to enter text.  
Street Address: Click or tap here to enter text.  
City, State, Zip Code: Click or tap here to enter text.

**Bid Proposal Certification:**

*Indicate below your compliance with New Jersey Affirmative Action regulations. Your proposal will be accepted even if you are not in compliance at this time. No contract and/or purchase order may be issued, however, until all Affirmative Action requirements are met.*

**Required Affirmative Action Evidence:**

*Procurement, Professional & Service Contracts (Exhibit A)*

*Suppliers must submit with proposal:*

1. A photo copy of their Federal Letter of Affirmative Action Plan Approval  
OR
2. A photo copy of their Certificate of Employee Information Report  
OR
3. A complete Affirmative Action Employee Information Report (AA302)

**Public Work – Over \$50,000 Total Project Cost:**

No approved Federal or New Jersey Affirmative Action Plan. We will complete Report Form AA201-A upon receipt from the Harrison Township Board of Education

Approved Federal or New Jersey Plan – certificate enclosed

*I further certify that the statements and information contained herein, are complete and correct to the best of my knowledge and belief.*

Authorized Signature: \_\_\_\_\_  
Title of Signatory: Click or tap here to enter text.  
Date: Click or tap here to enter text.

***P.L. 1995, c. 127 (N.J.A.C. 17:27)***

***MANDATORY AFFIRMATIVE ACTION LANGUAGE***

**PROCUREMENT, PROFESSIONAL AND SERVICE CONTRACTS**

During the performance of this contract, the contractor agrees as follows:

The contractor or subcontractor, where applicable, will not discriminate against any employee or applicant for employment because of age, race, creed, color, national origin, ancestry, marital status, sex, affectional or sexual orientation. The contractor will take affirmative action to ensure that such applicants are recruited and employed, and that employees are treated during employment, without regard to their age, race, creed, color, national origin, ancestry, marital status, sex, affectional or sexual orientation. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer;

recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Public Agency Compliance Officer setting forth provisions of this non-discrimination clause.

The contractor or subcontractor, where applicable will, in all solicitations or advertisement for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to age, race, creed, color, national origin, ancestry, marital status, sex, affectional or sexual orientation.

The contractor or subcontractor, where applicable, will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the agency contracting officer advising the labor union or workers' representative of the contractor's commitments under this act and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

The contractor or subcontractor, where applicable, agrees to comply with any regulations promulgated by the Treasurer pursuant to P.L. 1975, c. 127, as amended and supplemented from time to time and the Americans with Disabilities Act.

The contractor or subcontractor agrees to attempt in good faith to employ minority and female workers trade consistent with the applicable county employment goal prescribed by N.J.A.C. 17:27-5.2 promulgated by the Treasurer pursuant to P.L. 1975, C.127, as amended and supplemented from time to time or in accordance with a binding determination of the applicable county employment goals determined by the Affirmative

Action Office pursuant to N.J.A.C. 17:27-5.2 promulgated by the Treasurer pursuant to P.L. 1975, C.127, as amended and supplemented from time to time.

The contractor or subcontractor agrees to inform in writing appropriate recruitment agencies in the area, including employment agencies, placement bureaus, colleges, universities, labor unions, that it does not discriminate on the basis of age, creed, color, national origin, ancestry, marital status, sex, affectional or sexual orientation, and that it will discontinue the use of any recruitment agency which engages in direct or indirect discriminatory practices.

The contractor or subcontractor agrees to revise any of its testing procedures, if necessary, to assure that all personnel testing conforms with the principles of job-related testing, as established by the statutes and court decisions of the state of New Jersey and as established by applicable Federal law and applicable Federal court decisions.

The contractor or subcontractor agrees to review all procedures relating to transfer, upgrading, downgrading and lay-off to ensure that all such actions are taken without regard to age, creed, color, national origin, ancestry, marital status, sex, affectional or sexual orientation, and conform with the applicable employment goals, consistent with the statutes and court decisions of the State of New Jersey, and applicable Federal law and applicable Federal court decisions.

The contractor and its subcontractors shall furnish such reports or other documents to the Affirmative Action Office as may be requested by the office from time to time in order to carry out the purposes of these regulations, and public agencies shall furnish such information as may be requested by the Affirmative Action Office for conducting a compliance investigation pursuant to Subchapter 10 of the Administrative Code (NJAC 17:27).

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Signature of Procurement Agent

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## D. C. 271 Political Contribution Disclosure Form

### PUBLIC AGENCY INSTRUCTIONS

This page provides guidance to public agencies entering into contracts with business entities that are required to file Political Contribution Disclosure forms with the agency. **It is not intended to be provided to contractors.** What follows are instructions on the use of form local units can provide to contractors that are required to disclose political contributions pursuant to N.J.S.A. 19:44A-20.26 (P.L. 2005, c. 271, s.2). Additional information is available in Local Finance Notice 2006-1 ([https://www.nj.gov/dca/divisions/dlgs/resources/lfns\\_2006.html](https://www.nj.gov/dca/divisions/dlgs/resources/lfns_2006.html)).

1. The disclosure is required for all contracts in excess of \$17,500 that are **not awarded** pursuant to a “fair and open” process (N.J.S.A. 19:44A-20.7).
2. Due to the potential length of some contractor submissions, the public agency should consider allowing data to be submitted in electronic form (i.e., spreadsheet, pdf file, etc.). Submissions must be kept with the contract documents or in an appropriate computer file and be available for public access. **The form is worded to accept this alternate submission.** The text should be amended if electronic submission will not be allowed.
3. The submission must be **received from the contractor and** on file at least 10 days prior to award of the contract. Resolutions of award should reflect that the disclosure has been received and is on file.
4. The contractor must disclose contributions made to candidate and party committees covering a wide range of public agencies, including all public agencies that have elected officials in the county of the public agency, state legislative positions, and various state entities. The Division of Local Government Services recommends that contractors be provided a list of the affected agencies. This will assist contractors in determining the campaign and political committees of the officials and candidates affected by the disclosure.
  - a) The Division has prepared model disclosure forms for each county. They can be downloaded from the “County PCD Forms” link on the Pay-to-Play web site at [https://www.state.nj.us/dca/divisions/dlgs/programs/pay\\_2\\_play.html](https://www.state.nj.us/dca/divisions/dlgs/programs/pay_2_play.html) They will be updated from time-to-time as necessary.
  - b) A public agency using these forms **should edit them to properly reflect the correct legislative district(s)**. As the forms are county-based, **they list all legislative districts** in each county. **Districts that do not represent the public agency should be removed from the lists.**
  - c) Some contractors may find it easier to provide a single list that covers all contributions, regardless of the county. These submissions are appropriate and should be accepted.
  - d) The form may be used “as-is”, subject to edits as described herein.
  - e) The “Contractor Instructions” sheet is intended to be provided with the form. It is recommended that the Instructions and the form be printed on the same piece of paper. The form notes that the Instructions are printed on the back of the form; where that is not the case, the text should be edited accordingly.
  - f) The form is a Word document and can be edited to meet local needs, and posted for download on web sites, used as an e-mail attachment, or provided as a printed document.
5. It is recommended that the contractor also complete a “Stockholder Disclosure Certification.” This will assist the local unit in its obligation to ensure that contractor did not make any prohibited contributions to the committees listed on the Business Entity Disclosure Certification in the 12 months prior to the contract. (See Local Finance Notice 2006-7 for additional information on this obligation) A sample Certification form is part of this package and the instruction to complete it is included in the Contractor Instructions. **NOTE: This section is not applicable to Boards of Education.**

## CONTRACTOR INSTRUCTIONS

Business entities (contractors) receiving contracts from a public agency in the state of New Jersey that are NOT awarded pursuant to a “fair and open” process (defined at N.J.S.A. 19:44A-20.7) are subject to the provisions of P.L. 2005, c. 271, s.2 (N.J.S.A. 19:44A-20.26). This law provides that 10 days prior to the award of such a contract, the contractor shall disclose contributions to:

- any State, county, or municipal committee of a political party
- any legislative leadership committee\*
- any continuing political committee (a.k.a., political action committee)
- any candidate committee of a candidate for, or holder of, an elective office:
  - of the public entity awarding the contract
  - of that county in which that public entity is located
  - of another public entity within that county
  - or of a legislative district in which that public entity is located or, when the public entity is a county, of any legislative district which includes all or part of the county. The disclosure must list reportable contributions to any of the committees that exceed \$300 per election cycle that were made during the 12 months prior to award of the contract. See N.J.S.A. 19:44A-8 and 19:44A-16 for more details on reportable contributions.

N.J.S.A. 19:44A-20.26 itemizes the parties from whom contributions must be disclosed when a business entity is not a natural person. This includes the following:

- individuals with an “interest” ownership or control of more than 10% of the profits or assets of a business entity or 10% of the stock in the case of a business entity that is a corporation for profit
- all principals, partners, officers, or directors of the business entity or their spouses
- any subsidiaries directly or indirectly controlled by the business entity
- IRS Code Section 527 New Jersey based organizations, directly or indirectly controlled by the business entity and filing as continuing political committees, (PACs). When the business entity is a natural person, “a contribution by that person’s spouse or child, residing therewith, shall be deemed to be a contribution by the business entity.” [N.J.S.A. 19:44A-20.26(b)] The contributor must be listed on the disclosure. Any business entity that fails to comply with the disclosure provisions shall be subject to a fine imposed by ELEC in an amount to be determined by the Commission which may be based upon the amount that the business entity failed to report. The enclosed list of agencies is provided to assist the contractor in identifying those public agencies whose elected official and/or candidate campaign committees are affected by the disclosure requirement. It is the contractor’s responsibility to identify the specific committees to which contributions may have been made and need to be disclosed. The disclosed information may exceed the minimum requirement. The enclosed form, a content-consistent facsimile, or an electronic data file containing the required details (along with a signed cover sheet) may be used as the contractor’s submission and is disclosable to the public under the Open Public Records Act. The contractor must also complete the attached Stockholder Disclosure Certification. This will assist the agency in meeting its obligations under the law.

**NOTE: This section does not apply to Board of Education contracts.**

<sup>1</sup> N.J.S.A. 19:44A-3(s): “The term “legislative leadership committee” means a committee established, authorized to be established, or designated by the President of the Senate, the Minority Leader of the Senate, the Speaker of the General Assembly or the Minority Leader of the General Assembly pursuant to section 16 of P.L.1993, c.65 (C.19:44A-10.1) for the purpose of receiving contributions and making expenditures.”

## C. 271 POLITICAL CONTRIBUTION DISCLOSURE FORM

Required Pursuant To N.J.S.A. 19:44A-20.26

**This form or its permitted facsimile must be submitted to the local unit no later than 10 days prior to the award of the contract.**





**List of Agencies with Elected Officials Required for Political Contribution Disclosure**

**N.J.S.A. 19:44A-20.26**

**County Name:**

State: Governor, and Legislative Leadership Committees

Legislative District #s:

State Senator and two members of the General Assembly per district.

County:

Freeholders	County Clerk	Sheriff
{County Executive}	Surrogate	

Municipalities (Mayor and members of governing body, regardless of title):

**USERS SHOULD CREATE THEIR OWN FORM, OR DOWNLOAD FROM [WWW.NJ.GOV/DCA/LGS/P2P](http://WWW.NJ.GOV/DCA/LGS/P2P) A COUNTY-BASED, CUSTOMIZABLE FORM.**

**E. Stockholder Disclosure Certification**

**Name of Business:**

I certify that the list below contains the names and home addresses of all stockholders holding 10% or more of the issued and outstanding stock of the undersigned.

**OR**

I certify that no one stockholder owns 10% or more of the issued and outstanding stock of the undersigned.

**Check the box that represents the type of business organization:**

- Partnership
- Corporation
- Sole Proprietorship
- Limited Partnership
- Limited Liability Corporation
- Limited Liability Partnership
- Subchapter S Corporation

**Sign and notarize the form below, and, if necessary, complete the stockholder list below.**

**Stockholders:**

Name: Stockholder Name	Name: Stockholder Name
Home Address: Home Address	Home Address: Home Address
Name: Stockholder Name	Name: Stockholder Name

Home Address: Home Address	Home Address: Home Address
Name: Stockholder Name  Home Address: Home Address	Name: Stockholder Name  Home Address: Home Address
Subscribed and sworn before me this ___ day of _____, 2 __.	_____ (Affiant)
(Notary Public)	_____ (Print name & title of affiant)
My Commission expires:	(Corporate Seal)

***(The rest of this page is intentionally left blank)***

## PROPOSAL FORM 19: GENERAL TERMS AND CONDITIONS ACCEPTANCE FORM

Check one of the following responses to the General Terms and Conditions in this solicitation, including the Master Agreement:

We take no exceptions/deviations to the general terms and conditions. (**Note:** *If none are listed below, it is understood that no exceptions/deviations are taken.*)

We take the following exceptions/deviations to the general terms and conditions. All exceptions/deviations must be clearly explained. Reference the corresponding general terms and conditions that you are taking exceptions/deviations to. Clearly state if you are adding additions terms and conditions to the general terms and conditions. Provide details on your exceptions/deviations below:

[Click or tap here to enter text.](#)

**(Note:** *Unacceptable exceptions shall remove your proposal from consideration for award. CCOG shall be the sole judge on the acceptance of exceptions/deviations and the decision shall be final.*)

## PROPOSAL FORM 20: EQUALIS GROUP ADMINISTRATION AGREEMENT DECLARATION

***Attachment A - Sample Administration Agreement of this solicitation is for reference only. Contracting with Equalis Group and the Winning Supplier will occur after contract award.***

Execution of the Administration Agreement is required for the Master Agreement to be administered by Equalis Group. **Attachment A - Sample Administration Agreement** defines i) the roles and responsibilities of both parties relating to marketing and selling the Program to current and prospective Members, and ii) the financial terms between Equalis Group and Winning Supplier.

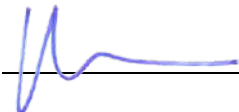

**Redlined copies of this agreement should not be submitted with the response.** Should a Respondent be recommended for award, this agreement will be negotiated and executed between Equalis Group and the Respondent. Respondents must select one of the following options for submitting their response.

- Respondent agrees to all terms and conditions in **Attachment A - Sample Administration Agreement**.
- Respondent wishes to negotiate directly with Equalis Group on terms and conditions in the Sample Administration Agreement. Negotiations will commence with Equalis Group after CCOG has completed the contract award.

# PROPOSAL FORM 21: MASTER AGREEMENT SIGNATURE FORM

**RESPONDENTS MUST SUBMIT THIS FORM COMPLETED AND SIGNED WITH THEIR RESPONSE TO BE CONSIDERED FOR AWARD. RESPONDENTS WHO FAIL TO DO SO WILL BE DETERMINED UNRESPONSIVE AND WILL NO LONGER BE CONSIDERED FOR AWARD.**

The undersigned hereby proposes and agrees to furnish Products & Services in strict compliance with the terms, specifications, and conditions contained within this RFP and the Master Agreement at the prices proposed within the submitted proposal 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 proposal in collusion with any other Respondent and that the contents of this proposal as to prices, terms or conditions of said proposal 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.

Company Name Arcadis Architects, Engineers and Landscape Architects, a New York General Partnership  
Address 59-61 Court Street, Suite 300  
City/State/Zip Binghamton, NY 13901  
Phone Number + 1 206 521 9091 ext 56322 | +1 416 596 1930 ext 61402  
Email Address [Paul.lavallee@arcadis.com](mailto:Paul.lavallee@arcadis.com) | [Peter.richards@arcadis.com](mailto:Peter.richards@arcadis.com)  
Printed Name Paul Lavallee | Peter Richards  
Job Title Business Unit Director - Services (USA & Mexico) | Product Bundle Director - Revenue Products  
Authorized Signature  

## Initial Term of the Master Agreement

Contract Effective Date: July 1, 2024

Contract Expiration Date: June 30, 2028

Contract Number: **COG-2154A**

*(Note: Contract Number will be applied prior to CCOG and Equalis Group countersigning.)*

The Cooperative Council of Governments, Inc.  
6001 Cochran Road, Suite 333  
Cleveland, Ohio 44139

Equalis Group, LLC.  
5540 Granite Parkway, Suite 200  
Plano, Texas 75024

By:   
Dr. Franklyn A. Corlett (Jun 26, 2024 14:45 EDT)

Name: Franklyn A. Corlett

As: CCOG Board President

Date: 6/26/2024

By: 

Name: Eric Merkle

As: EVP, Procurement & Operations

Date: 6/26/2024










# Agreement - HotSpot & CCOG (Master) - draft

Final Audit Report

2024-06-26

Created:	2024-06-26
By:	David Robbins (drobbins@equalisgroup.org)
Status:	Signed
Transaction ID:	CBJCHBCAABAA6a3NpAtKtHe2V5sbhpoN-6qJrMste-J0

## "Agreement - HotSpot & CCOG (Master) - draft" History

-  Document created by David Robbins (drobbins@equalisgroup.org)  
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-  Document emailed to Frank Corlett (fcorlett@solonohio.org) for signature  
2024-06-26 - 6:34:05 PM GMT
-  Document emailed to Eric Merkle (emerkle@equalisgroup.org) for signature  
2024-06-26 - 6:34:06 PM GMT
-  Email viewed by Eric Merkle (emerkle@equalisgroup.org)  
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-  Document e-signed by Eric Merkle (emerkle@equalisgroup.org)  
Signature Date: 2024-06-26 - 6:35:48 PM GMT - Time Source: server
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-  Signer Frank Corlett (fcorlett@solonohio.org) entered name at signing as Dr. Franklyn A. Corlett  
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-  Document e-signed by Dr. Franklyn A. Corlett (fcorlett@solonohio.org)  
Signature Date: 2024-06-26 - 6:45:42 PM GMT - Time Source: server
-  Agreement completed.  
2024-06-26 - 6:45:42 PM GMT