

**SERVICE AGREEMENT BETWEEN MIAMI PARKING AUTHORITY AND PARKEON INC. FOR  
PROVISION OF PAY BY PLATE PARKING METERS**

This Agreement is made and entered into this 5<sup>th</sup> day of September, 2014, by and between Parkeon Inc., (hereinafter "Contractor") and The Department of Off-Street Parking d/b/a Miami Parking Authority (hereinafter "MPA").

**WITNESSETH**

**WHEREAS**, a Request for Proposals ("RFP") was issued by Miami Parking Authority for the provision of PAY BY PLATE PARKING METERS and to install a central management system; and

**WHEREAS**, the MPA has determined that the proposal submitted by Contractor qualifies as the best proposal and that Contractor should be awarded the Agreement to provide the requested services; and

**WHEREAS**, the parties desire to enter into this Agreement for the purpose of setting forth the terms and conditions which shall govern the provision of services and goods rendered by Contractor.

**NOW THEREFORE**, for and in consideration of the mutual promises and covenants contained herein and for other good and valuable consideration, the parties hereby agree as follows:

**SCOPE OF SERVICES.** The services to be provided in connection with this Agreement are outlined in Exhibit B of this agreement. Said services shall be provided in accordance with the applicable terms and conditions set forth in the MPA solicitation, and it is understood and agreed among the parties that in the event of a variance between the terms and conditions of this Agreement and any amendment thereto and the terms and conditions contained either in the solicitation document or the Response thereto, the order of precedence shall be as follows: (1) This Agreement; (2) the MPA's solicitation; (3) the Contractor's response.

All associated costs and pricing are outlined in Exhibit A of this agreement.

Parkeon Services and Level 2 support agreement is outlined in exhibit C

All equipment and software shall be fully warranted for a period of two (2) year, with additional option years. The warranty period shall begin upon successful verification testing of the system and Contractor agrees to provide technical support with regard to the system .

**TERM**

This Agreement shall not be binding upon the parties until it has been executed first by the Contractor and then by the authorized representatives of the MPA in accordance with applicable ordinances, laws and regulations.

The Term of this Agreement shall commence on the date of this agreement and shall remain in effect for a term of five consecutive years ("Initial Term"), unless terminated sooner, in whole or in part, in accordance with the terms of this Agreement. Notwithstanding the foregoing, this Agreement may be extended at the option of the MPA for two (2) additional one (1) year terms ("Option Periods") upon written notice provided to Contractor by MPA thirty (30) days prior to the expiration of the Initial Term.

**COMPENSATION**

During the term of this Agreement, MPA shall compensate the Contractor in accordance with the Pricing Schedule attached hereto and incorporated herein by reference as Exhibit A. which includes all reimbursable expenses. All other fees reflected on Exhibit A shall be directly invoiced monthly by Contractor to MPA in accordance with the INVOICES section set forth below.

**INVOICES**

The Contractor shall submit original invoices for all fees to be invoiced on a monthly basis as reflected on Exhibit A, or copies of original invoices certified as such by the Contractor, on the Contractor's letterhead and in form and substance acceptable by the MPA and with all necessary supporting documentation, to the MPA. The invoice shall

describe the services provided, list the price per unit, reflect any applicable terms of payment, and show the contract number to which it relates.

Invoices shall be submitted to: .....

The MPA shall use its best efforts to remit payment based on the Contractor's invoice within thirty (30) days after receipt of accurate invoice and approval by the MPA.

**TAX PAYMENTS**

Miami Parking Authority is exempt from Federal Excise, State and Local Taxes on all purchases and upon request, will issue tax exemption certificates to the Contractor.

**TITLE & RISK**

The title and risk of loss of any goods hereunder shall not pass to the MPA until the MPA actually receives and takes possession of the goods at the point or points of delivery. The Contractor/successful bidder shall assume all liability and responsibility for delivery of such goods in good condition to the MPA.

**PATENT INDEMNIFICATION**

The Contractor warrants that any goods/services furnished hereunder do not infringe or violate any patent, trademark, copyright, trade secret, or any other proprietary right of any third party; that it shall defend all suits that may arise with respect thereto; and that it shall indemnify, defend, save and hold harmless the MPA, its officials, employees, agents, successors and assigns, from and against all liabilities, suits, claims, damages, costs or expenses, including without limitation attorney and expert witness fees, for or by reason of any actual or alleged claim the goods/services purchased by MPA hereunder infringe any patent, copyright, or is a violation of trade secret disclosure laws, whether by reason of the Contractor's purchase or otherwise. This indemnification obligation shall survive the expiration or termination of this Agreement.

**SHIPMENTS**

Partial shipments may be allowed unless otherwise stated in writing by MPA. The Contractor shall not ship excess quantities without the MPA's prior written approval.

**ENTIRE AGREEMENT**

This Agreement constitutes the full and final understanding of the parties with respect to the subject matter hereof and supersedes and replaces any and all prior or contemporaneous agreements or understandings, whether written or oral, express or implied, between the parties with respect to the subject matter of the Agreement.

**STANDARD OF PERFORMANCE**

All services by the Contractor shall be performed in compliance with the specified requirements, in a manner satisfactory to the MPA, and in accordance with the generally accepted business practices and procedures of the MPA and pursuant to the governing rules, practices and regulations of the industry, based on the type of services performed hereunder.

**HEADINGS**

Titles and headings used herein are for the convenience of reference only and shall be disregarded completely in the interpretation and validity of this Agreement or any of its terms.

**MODIFICATION AND AMENDMENT**

This Agreement shall be amended or modified only by a written document signed by the parties hereto, in accordance with applicable laws and regulations.

## **RIGHTS IN DATA**

The Contractor agrees that all reports, studies, plans, models, drawings, specifications, and any other information or data of any type produced under this Agreement, whether or not the same is accepted or rejected by the MPA, shall remain the property of the MPA and shall not be published by the Contractor or any other party without the express prior written consent of the MPA. In implementing the foregoing, the Contractor hereby grants and assigns to the MPA all rights and claims of whatever nature, whether now or hereafter, arising in and to any and all of such reports, studies, plans, models, drawings, specifications, and other information or data and shall cooperate fully with the MPA in any steps the MPA may take to obtain copyrights, trademark or like protections with respect thereto. The signing of this Agreement shall constitute a complete transfer of ownership, intellectual property and copyright of all documents from the Contractor to the MPA upon the Contractor's delivery of such documents and/or information to the MPA or upon completion of the Project, whichever occurs first. The Contractor shall not construe such transfer as a grant for usage nor can the Contractor revoke it.

## **EMPLOYMENT OF MPA WORKERS**

The Contractor shall not engage, on a full, part-time or any other basis during the term of this Agreement, any professional or technical personnel who are or have been at any time during the term of this Agreement in the employ of the MPA.

## **CONTRACTOR'S PERSONNEL**

The Contractor certifies that it presently has adequate qualified personnel to perform all services required under this Agreement and that all work performed under this Agreement shall be supervised by the Contractor. Contractor will make its personnel aware of and cause them to comply with the MPA's policies that have been made known to Contractor while performing pursuant to this Agreement. The Contractor further certifies that all of its employees assigned to perform any work hereunder shall have such knowledge and experience as required to perform the duties assigned to them. Any employee of the Contractor who, in the opinion of the MPA, is incompetent, whose conduct becomes detrimental to the work, or whom the MPA deems to be unsatisfactory for any reason, shall immediately be removed from association with the services hereunder per the MPA's request. Upon such request, the Contractor shall use all reasonable efforts to promptly replace such employee(s) with substitute employee(s) having appropriate skills and training. Contractor is responsible for the acts or omissions of its personnel under or relating to this Agreement.

The Contractor shall be solely liable and responsible for providing to, or on behalf of, all persons performing work pursuant to this Agreement, all employee compensation and benefits. The MPA shall have no liability or responsibility for the payment of any salaries, wages, unemployment benefits, health, welfare and disability benefits, Federal and local taxes, or other compensation, benefits or taxes for any personnel provided on behalf of the Contractor. In addition, the Contractor shall be solely liable and responsible for any and all workers' compensation benefits to any person as a result of injuries arising from or connected with any work performed by or on behalf of the Contractor pursuant to this Agreement.

## **INDEPENDENT CONTRACTORS**

Nothing in this Agreement shall be deemed or construed to represent that the Contractor, or any of the Contractor's employees or agents, are the agents, representatives, or employees of the MPA. The Contractor acknowledges that it is an independent contractor over the details and means for performing the services hereunder. Anything in this Agreement which may appear to give the MPA the right to direct the Contractor as to the details of the performance of its obligations hereunder or to exercise a measure of control over the Contractor is solely for purposes of compliance with local, state and federal regulations and means the Contractor will follow the desires of the MPA only as to the intended results of the scope of this Agreement.

It is further expressly agreed and understood by the Contractor that neither it nor its employees or agents shall hold itself out contrary to the terms of this paragraph, and the MPA shall not be liable for any representation, act or omission of the Contractor contrary to the provisions hereof..

## **TERMINATION**

1. It shall be cause for the immediate termination of this Agreement if, after its execution, the MPA determines that either:

- a. The Contractor or any of its principals, partners or corporate officers, if a corporation, including the corporation itself, has plead or been found guilty of a criminal violation, whether state or federal, involving, but not limited to, governmental sales or purchases, including but not limited to the rigging of bids, price fixing, misappropriation of government funds, or any other collusive and illegal activity pertaining to bidding and governmental contracting; or
- b. the Contractor subcontracted, assigned, delegated, or transferred its rights, obligations or interests, voluntarily or involuntarily, under this Agreement without the MPA's consent or approval; or
- c. the Contractor has filed bankruptcy, has been adjudicated bankrupt, become insolvent or made an assignment for the benefit of creditors, or a receiver, or similar officer is appointed to take charge of all or part of the Contractor's assets.

2. Notwithstanding the foregoing or any section herein to the contrary, the Contractor shall not be relieved of liability to the MPA for damages sustained by the MPA by virtue of any breach of the Agreement by the Contractor, and the MPA may withhold any payments to the Contractor, for the purpose of setoff, until such time as the exact amount of damages due the MPA from the Contractor is determined.

3. The MPA may, in its sole discretion, suspend and/or terminate this Agreement for convenience upon giving 30 business days prior written notice to the Contractor. In the event a purported termination for cause by the MPA is in error, then such termination may, at the MPA's sole discretion, be deemed to be a termination for convenience under this section. In the event of such termination, the Contractor shall be entitled to receive compensation for any work performed in accordance with the Agreement up to the termination date. All goods accepted by MPA or services completed by the Contractor prior to the Termination Date shall be documented and all tangible work documents shall be transferred to the MPA prior to payment for services rendered, and shall become the sole property of the MPA.

4. The Contractor shall not be compensated for any anticipatory profits, or other damages of any description, that have not been earned as of the date of termination.

## **CONFLICT OF INTEREST**

Neither party shall engage in any conduct or activity in the performance of this Agreement that constitutes a conflict of interest under applicable federal, state or local laws, rules and regulations.

The Contractor covenants that it has no public or private interest, and shall not acquire, any interest, directly or indirectly, which would conflict in any manner with the performance required under this Agreement, and the Contractor covenants that no gratuities, in the form of entertainment, gifts, or otherwise, were offered or given by the Contractor or any agent or representative of the Contractor, to any officer, official, agent or employee of the MPA, in an effort to secure the Agreement or favorable treatment with respect to any determinations concerning the performance of the Agreement. The Contractor warrants that no part of the total contract amount provided herein shall be paid directly or indirectly to any officer or employee of the MPA as wages, compensation, or gifts in exchange for acting as officer, agent, employee, subcontractor or consultant to the Contractor in connection with any work contemplated or performed relative to this Agreement. For breach or violation of this provision, the MPA shall have the right to recover or withhold the full amount of such gratuities.

## **GENERAL COMPLIANCE WITH LAWS**

The Contractor certifies that it is qualified or will take steps necessary to qualify to do business in the State of Florida and that it shall take such action as, from time to time, may be necessary to remain so qualified and shall obtain and maintain, at its own expense, all licenses, permits, insurance, and governmental approvals, if any, necessary to the performance of its obligations under this Agreement. Such permits and licenses shall be made available to the MPA, upon request.

#### **NON-DISCRIMINATION**

The Contractor hereby agrees to comply with Title VI and Title VII of the Civil Rights Act of 1964 and all other federal, state or local laws prohibiting discrimination, which provide in whole or in part, that no person shall be excluded from participation in, or be denied benefits of, or be otherwise subjected to discrimination in the performance of this Agreement or in the Contractor's employment practices on the grounds of handicap and/or disability, age, race, color, religion, sex, national origin, or any other classification protected by Federal, State or statutory law. The Contractor shall, upon request, show proof of such nondiscrimination, and shall post in conspicuous places available to all employees and applicants notices of nondiscrimination. In the event the Contractor fails to comply with the MPA's non-discrimination policy and any and all other laws prohibiting discrimination, this Agreement may be canceled, terminated or suspended in whole or in part by the MPA. The MPA reserves the right to investigate any claims of illegal discrimination by the Contractor and in the event a finding of discrimination is made and upon written notification thereof, the Contractor shall take all necessary steps to cure and rectify such action to the reasonable satisfaction of the MPA. The Contractor's failure or refusal to do so shall be cause for termination of this Agreement in accordance with the terms of this Agreement.

#### **EMPLOYMENT OF ILLEGAL IMMIGRANTS**

The Contractor hereby certifies to comply with all applicable federal and state laws prohibiting the employment of individuals not legally authorized to work in the United States. Contractor shall not knowingly (i) utilize the services of illegal immigrants; or (ii) utilize the services of any subcontractor who will utilize the services of illegal immigrants in the performance of the contract. In the event the Contractor fails to comply with any and all local, state and federal laws prohibiting the employment of individuals not legally authorized to work in the United States, this agreement may be canceled, terminated or suspended in whole or in part by the MPA, and the Contractor may be prohibited from contracting to supply goods and/or services to the MPA for a period of one (1) year from the date of discovery of the usage of illegal immigrant services in the performance of a contract with the MPA.

#### **SEVERABILITY**

If any terms or provisions of this Agreement are held to be illegal, invalid or unenforceable as a matter of law, such provision shall be fully severable, and the remaining provisions of this Agreement shall remain in full force and effect and continue to be binding and shall not be affected by such provision or by its severance herefrom. Furthermore, in lieu of such unlawful, invalid, or unenforceable provision, the parties may negotiate in good faith to replace such provision with a valid, legal and enforceable provision that most closely approximates the parties' original intent.

#### **NO WAIVER OF CONTRACTUAL RIGHT**

No term or provision of this Agreement, or of any document executed pursuant hereto, shall be held to be waived, modified or deleted unless in writing and executed by the parties hereto. No delay or failure of the MPA to enforce any right or provision of this Agreement or in any document executed pursuant hereto shall operate as a waiver or relinquishment of the MPA's right to subsequently enforce and compel strict compliance with such provision or any other provision herein or in any document related hereto and specifically identified as a waiver of any succeeding breach thereto or of any other provision herein contained.

#### **ORGANIZATION STATUS AND AUTHORITY**

The Contractor represents and warrants that it is a corporation, limited liability company, partnership, or other entity duly organized, validly existing and in good standing under the laws of the state of Delaware and doing business in the State of Florida; it has the power and authority to own its properties and assets and is duly qualified to carry on its business in every jurisdiction wherein such qualification is necessary. The execution, delivery and performance of this Agreement by the Contractor has been duly authorized by all requisite action and will not violate any provision of law, any order of any court or other agency of government, the organizational documents of the Contractor, any provision of any indenture, agreement or other instrument to which the Contractor is a party, or by which the Contractor's respective properties or assets are bound, in conflict with, result in a breach of, or constitute

(with due notice or lapse of time or both) a default under any such indenture, agreement or other instrument, or result in the creation or imposition of any lien, charge or encumbrance of any nature whatsoever upon any of the properties or assets.

Each person executing this Agreement represents that: he/she is lawfully authorized to sign the Agreement on behalf of the party he/she represents and execution of the Agreement was duly and regularly authorized by the party's governing body.

#### **WARRANTY**

The Contractor warrants to the MPA that all goods/work shall be free from defects in design and faulty or improper workmanship and shall be in strict compliance with the terms of this Agreement. This warranty shall be effective for a period of not less than one year from the date of acceptance by the MPA of such goods and/or services as satisfactorily complete, and shall be in addition to all other warranties, express, implied or statutory. The warranty shall survive the termination or expiration of this Agreement.

#### **RECORDS AND AUDITS**

The Contractor shall make and keep as the same accrue, full and complete books, documents, accounting records and other evidence, that specifically relate to this Agreement, in accordance with generally accepted accounting principles. The Contractor shall retain such records, and shall make same available to the MPA, upon reasonable request, during the term of this Agreement, and for a minimum period of three (3) full years after completion of the contract obligations or from the date of final payment under this Agreement, whichever is later. In the event any litigation, claim or audit is instituted prior to the expiration of the required three-year retention period, such records shall be retained until such litigation, claim or audit finding has been resolved. Copies of said records shall be furnished to the MPA upon request.

Upon reasonable notice, the Contractor shall permit the MPA, any other governmental entity, any agency participating in the funding of this Agreement, or any of their duly authorized representatives, to enter the Contractor's offices, during regular business hours, to interview employees and to inspect and/or copy said records and books of accounts together with any and all documents pertaining hereto that may be kept, maintained or possessed by the Contractor. Reviews may also be accomplished at meetings that are arranged at mutually agreeable times and places.

Contractor acknowledges and agrees that such documents and records may be available for public view, copy and inspection pursuant to Chapter 119, Florida Statutes.

#### **DISPUTE RESOLUTION**

In the event of any dispute(s), controversy, or claim arising out of or relating to this Agreement or the breach thereof, the parties agree that they shall first use their best efforts in an attempt to settle the dispute through negotiations involving themselves or their representatives as they each deem appropriate.

#### **FORCE MAJEURE**

The Contractor shall not be deemed in default hereunder, nor shall the Contractor be responsible for any delay, interruption, or cessation in the performance of its obligations under this Agreement where such failure of performance is the result of any force majeure event, including, but not limited to, acts of God, riots, wars, strikes, epidemics, acts, governmental authorities or acts of nature or other similar cause beyond its control.

#### **SUCCESSORS AND ASSIGNS**

This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, legal representatives, successors and assigns.

#### **NOTICES**

All notices and other communications required or permitted to be given hereunder shall be written and hand delivered with signed receipt; delivered by facsimile; delivered by a nationally recognized overnight courier; or mailed via certified U.S. mail, postage prepaid and return receipt requested. All notices shall be deemed received and effectively given as follows: (i) if by hand delivery, on the date of delivery; (ii) if by fax, on the day the fax transmission is received at the receiving location and receipt is telephonically confirmed by the sender; (iii) if by delivery via U.S. mail, on the date of receipt appearing on a return receipt card; or (iv) if by overnight courier, on the date receipt is confirmed by such courier service. All notices must be addressed to the respective party at the following addresses or to such other person or address as either party may designate in writing and deliver as provided herein:

To the CONTRACTOR: Parkeon, 40 Twosome Drive, Suite 7, Moorestown, NJ 08057; Attn: Jim Dufon; Phone: 856.234.8000; Fax: 856.234.7178

#### **COOPERATIVE AGREEMENT**

The Contractor agrees that this contract may be extended to any jurisdiction within the United States to purchase at contract prices in accordance with contract terms.

Any jurisdiction using such contract may place its own order(s) directly with the Contractor. Miami Parking Authority acts only as its own Contracting Agent and is not responsible for placement of orders, payment or discrepancies of the participating jurisdictions.

It is the Contractor's responsibility to notify the jurisdictions of the availability of the contract.

#### **NUMBER AND GENDER**

Unless the context requires otherwise, (i) use of a specific gender imports the other gender(s); and (ii) use of the singular imports the plural and vice versa.

#### **SURVIVAL**

The parties hereto acknowledge that provisions that require or contemplate performance or observance after expiration or termination of this Agreement shall survive the expiration or termination of this Agreement and continue in full force and effect.

#### **DRAFTER**

This Agreement is the result of arm's length negotiations between the parties and shall be construed to have been drafted by both parties such that any ambiguities in this Agreement shall not be construed against either party.

#### **COUNTERPARTS**

This Agreement may be signed in multiple counterparts and/or counterpart signature pages, each of which shall be deemed an original, and all of which when taken together shall constitute one and the same instrument. Signed signature pages may be transmitted by facsimile, and any such signature shall have the same legal effect as an original.

#### **GOVERNING LAW, JURISDICTION AND VENUE**

The terms and conditions of this Agreement shall be construed in accordance with and governed by the laws of the State of Florida, Miami-Dade County, Florida. All actions, whether sounding in contract or in tort, relating to the validity, construction, interpretation and enforcement of this Agreement shall be instituted and litigated in the courts of the State of Florida, without regard to conflicts of laws principles. In accordance herewith, the parties to this Agreement submit to the jurisdiction of the courts of the State of Florida.

**INDEMNIFICATION**

a. Contractor shall defend, indemnify and hold harmless MPA and the City of Miami, and their respective officers, directors, employees, agents, servants, successors, assigns and subsidiaries (collectively "the Indemnified Parties"), from and against any and all losses and liabilities, data breaches as a result of the actions or inactions of the Contractor, damages, penalties, fines, forfeitures, demands, claims, causes of action, suits, costs and expenses incidental thereto (including cost of defense and attorney's fees), which any of the Indemnified Parties may hereafter incur, be responsible for, or pay as a result of any and all liabilities associated with (i) the use; (ii) the performance or non-performance of this Agreement. Contractor, however, is not responsible for consequential damages, including revenue loss

; or (iii) Contractor's failure to comply with any of the provisions contained herein, or to conform to statutes, ordinances, or other regulations or requirements of any governmental authority, federal or state, in connection with the performance of this Agreement. In case Contractor shall be made a party to any litigation commenced against MPA, then Contractor shall protect and hold the Indemnified Parties harmless and shall pay all costs, expenses, and reasonable attorney's fees incurred or paid by MPA or the City in connection with such litigation and any appeal thereof. The provisions of this paragraph shall survive the termination of this Agreement.

b. Contractor assumes all liability, and agrees to indemnify, in accordance with statutory limits for a governmental agency (subject to any and all applicable Federal, State or local laws regarding same,) defend and hold harmless the Indemnified Parties for any and all claims, liabilities, costs and damages arising from Assumed Risks. "Assumed Risks" is any personal injury and any loss or damage (whether by theft or otherwise) and including, without limitation to: (i) damage or injuries occasioned by mechanical failure . This section shall not, in any manner, alter or waive the Indemnified Parties' and/or MPA's sovereign immunity or extend the MPA's or the Indemnified Parties' liability beyond the limits established in Section 768.28, Florida Statutes.

**INSURANCE REQUIREMENTS FOR A CERTIFICATE OF INSURANCE PROVISION OF PAY BY PLATE PARKING METERS**

**I. Commercial General Liability (Primary and Non Contributory)**

**A. Limits of Liability**

Bodily Injury and Property Damage Liability

Each Occurrence \$ 1,000,000

General Aggregate Limit \$ 2,000,000

Products/Completed Operations \$ 1,000,000

Personal and Advertising Injury \$ 1,000,000

**B. Endorsements Required**

City of Miami & MPA listed as an additional insured

**B. Endorsements Required**

City of Miami & MPA included as an Additional Insured

**III. Worker's Compensation**

**A. Limits of Liability**

Statutory-State of Florida

Waiver of subrogation

**IV. Employer's Liability**

**A. Limits of Liability**

\$1,000,000 for bodily injury caused by an accident, each accident.

\$1,000,000 for bodily injury caused by disease, each employee  
\$1,000,000 for bodily injury caused by disease, policy limit  
V. Umbrella Policy (Excess Follow Form)

**A. Limits of Liability**

Bodily Injury and Property Damage Liability  
Each Occurrence \$ 2,000,000  
Aggregate \$ 2,000,000

**B. Endorsements Required**

City of Miami & MPA listed as an additional insured

**IX. Builders' Risk**

The above policies shall provide the MPA with written notice of cancellation or material change from the insurer not less than (30) days prior to any such cancellation or material change.

Companies authorized to do business in the State of Florida, with the following qualifications, shall issue all insurance policies required above:

The company must be rated no less than "A" as to management, and no less than "Class V" as to Financial Strength, by the latest edition of Best's Insurance Guide, published by A.M. Best Company, Oldwick, New Jersey, or its equivalent. All policies and /or certificates of insurance are subject to review and verification by Risk Management prior to insurance approval.

Certificates will indicate no modification or change in insurance shall be made without thirty (30) days written advance notice to the certificate holder.

**NOTE: MPA RFP NUMBER AND/OR TITLE OF RFP MUST APPEAR ON EACH CERTIFICATE.**

Compliance with the foregoing requirements shall not relieve the Successful Proposer of his liability and obligation under this section or under any other section of this Agreement.

The Successful Proposer shall be responsible for assuring that the insurance certificates required in conjunction with this Section remain in force for the duration of the contractual period; including any and all option terms that may be granted to the Successful Proposer.

--If insurance certificates are scheduled to expire during the contractual period, the Successful Proposer(s) shall be responsible for submitting new or renewed insurance certificates to the MPA at a minimum of ten (10) calendar days in advance of such expiration.

--In the event that expired certificates are not replaced with new or renewed certificates which cover the contractual period, the MPA shall:

A) Suspend the Contract until such time as the new or renewed certificates are received by the MPA in the manner prescribed in the RFP.

B) The MPA may, at its sole discretion, terminate the Contract for cause and seek re-procurement damages from the Successful Proposer in conjunction with the violation of the terms and conditions of the Contract.

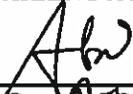
**ATTORNEY'S FEES**

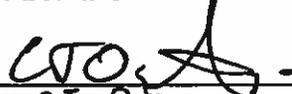
If any action at law or in equity is necessary to enforce or interpret the terms of this Agreement, each party will be responsible for their own attorney's fees.

IN WITNESS WHEREOF, the parties, by and through their duly authorized representatives, have executed this Agreement, effective as of the day and year first above written.

MIAMI PARKING AUTHORITY

PARKEON INC

By:   
Name: Art Waring  
Title: CEO

By:   
Name: CJ Octon  
Title: President

9/15/2014

**Exhibit A Cost and Pricing**

<b>Capital Costs</b>			
	<b># of units</b>	<b>Unit Price</b>	<b>Total</b>
Multi Space	300-400	\$4375	\$1,312,500 based on 300 units

**Operating, Maintenance and Operating Costs**

<b>Monthly/Annual Fees</b>	<b>Per Transaction</b>	<b>Additional Monthly Fees</b>	<b>Annual Cost*</b>	<b>Total Cost * Please use 100,000 annual transactions for estimate</b>
Gateway Fees	\$0	\$17/meter	\$61,200	(\$17 * 300 meters * 12 months)
Processing Fees	\$0	\$17/meter	\$61,200	(\$17 * 300 meters * 12 months)
Communication Fees	\$0	\$5/meter	\$18,000	Communication Provider: <u>AT&amp;T</u> (\$5*300 meters *12 months)
<b>Annual Software Agreement</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	
	<b>After Hours Support</b>	<b>Annual Cost</b>	<b>Cost per Add'l User</b>	
<b>On-Call Operations &amp; Maintenance Support**</b>	<b>\$0</b>	<b>\$0</b>		<b>**Please assume Operations &amp; Maintenance Support is phone-based following the completion of on-site training and implementation</b>

Shipping	\$0 (included in unit price)	
Spare parts	See attached spare parts price list	Please list on a separate sheet of part and unit costs.
Training	\$0 (included in unit price)	
Marketing	\$0	
Other	Pay Station Removal: \$275 for each pay station removed and not replaced with a new Parkeon unit	

	<b># of units</b>	<b>Unit Price</b>	<b>Total</b>
Parkeon - DG Model	29	\$50	\$1450
Parkeon - Strada BNA	335	\$425	\$142,375
Parkeon - Strada Transfer	77	\$425	\$32,725
Parkeon- Stelio	181	\$50	\$9,050
Mackay- Guardian, Multi Elite	21	\$50	\$1,050





**Strada Transfer  
Recommended Spares List**

Reference	Description	List Price	Price if Purchased At Time of Meter Procurement (represents 22% discount off list price)
ELP100000195	Main Board - NEOPS	\$1,756	\$1,414
MEC1000018070	Upper front fitted with enhanced keyboard (for 7" display)	\$499	\$399
MEC1000019038	7" screen module guard glass	\$91	\$73
ELM1000018284	7" color screen module	\$971	\$777
400770311	4A Slow Blow Fuse (Pack of 10)	\$9	\$7
ELM1000006737	Thermal Printer	\$1018	\$814
SVT CAS 48	Programmed Coin Selector (.05, .10, .25, 1.00)	\$893	\$714
ELM1000001431	NEOPS Datapack	\$117	\$94
404304570	EPSUM M900 Card Reader (no magnetic strip kit)	\$972	\$778
404304511	EPSUM M900 Magnetic Strip Kit	\$261	\$209
CAR1000018441	3G Modem	\$878	\$703
CAT1000018056	3G Modem Antenna	\$68	\$54
404001714	Relay board	\$77	\$62
125277	Escrow	\$240	\$192
143430	Equipped Rack	\$797	\$638
PHM SDA xxxxxxx	Upper Door Lock (bell type) without key	\$151	\$121
SVT CAS 18	Upper Door Key	\$56	\$45
MEC1000012432	Lower Door Lock Square	\$45	\$36
135078	Square Key	\$27	\$22
MEC1000006542	Ticket Bowl with Antistatic Brush & e-lock interface	\$175	\$140
120341	Ticket Bowl Flap	\$22	\$18
135410	Coin Bowl	\$82	\$66
135493	Coin Bowl Flap	\$23	\$18
404002304	Solar Charger Board	\$130	\$104
CAR1000018359	Three-channel charger board for extended solar power	\$130	\$104
ELM1000017902	Integrated Solar Module - 16.5 Watts	\$1,048	\$838
404402813	Cable for Solar Power Supply	\$45	\$36
ELP1000010525	Connector board for extended keyboard	\$152	\$122

**Consumables**

Reference	Description	List Price	Price if Purchased At Time of Meter Procurement (represents 22% discount off list price)
MEC1000005081	Coin Canister (Transfer model)	\$265	\$212
	Custom keyboard label	Quoted upon request	Quoted upon request

**Additional Product Options**

All below prices including shipping. Installation services to be quoted individually.

<b>Product</b>	<b>Quantity</b>	<b>Price</b>
<b>StradaPAL Transfer</b>	300 or more	\$4375
	100 to 299	\$4813
	50 to 99	\$5295
	1 to 49	\$5825
<b>StradaPAL Rapide</b>	300 or more	\$4900
	100 to 299	\$5390
	50 to 99	\$5929
	1 to 49	\$6522
<b>StradaPAL BNA</b>	300 or more	\$7840
	100 to 299	\$8230
	50 to 99	\$8640
	1 to 49	\$9075
<b>Strada Transfer</b>	300 or more	\$4175
	100 to 299	\$4613
	50 to 99	\$5095
	1 to 49	\$5625
<b>Strada Rapide</b>	300 or more	\$4700
	100 to 299	\$5190
	50 to 99	\$5729
	1 to 49	\$6322
<b>Strada BNA</b>	300 or more	\$7640
	100 to 299	\$8030
	50 to 99	\$8440
	1 to 49	\$8875

**myParkfolio Back-Office System**

<b>Number of machines</b>	<b>Configuration</b>	<b>Price</b>
250 or more	Pay by Plate or Pay by Space Pay & Display	\$39/meter/month \$39/meter/month
100 to 249	Pay by Plate or Pay by Space Pay & Display	\$45/meter/month \$42/meter/month
50 to 99	Pay by Plate or Pay by Space Pay & Display	\$52/meter/month \$45/meter/month
49 or less	Pay by Plate or Pay by Space Pay & Display	\$57/meter/month \$45/meter/month

**Extend by Text Service**

The Parkeon Extend by Text Service includes two parts:

1. Notification by text to the end user that their parking time is expiring. There is not additional charge for this service.
2. Time extension by text. There is a \$0.25 per transaction fee for this service. The end user will be charged this per transaction fee on his/her credit card. The charge will appear in the bank of MPA. Parkeon will invoice MPA for these transaction fees on a monthly basis.

## Exhibit B Scope of Services

### **PROVISION OF PAY BY PLATE PARKING METERS:**

MPA desires a system with features and functionalities including, but not limited to:

- Accept payment by coin, credit card, debit card, smart card and have an option to upgrade to chip-based credit cards or NFC technology.
- The ability to integrate with mobile payment applications such as pay by phone or smart phone applications for enforcement and reporting.
- Meters that operate without cabling for power or communication, and without ancillary infrastructure.
- Capable of operating in a stand-alone mode in the event the network environment temporarily fails, until the network environment is restored
- All card readers integrated into the meter mechanism itself or explain how reader is secured with the meter housing
- All meter products must be Payment Application - Data Security Service (PA-DSS) compliant and all service providers must be Payment Card Industry – Data Security Service (PCI-DSS)
- Scope of work will include the removal of approximately 675 Pay and Display machines. Vendor will detail credits provided for these if applicable.
- Preference (extra points) will be granted to firms which can demonstrate and outline their use of local distributors for parts and maintenance of equipment.

### **MULTI-SPACE METER SPECIFICATIONS**

The Pay by Plate multi-space parking meters shall have the following primary features:

- 2.0.2.1 At a minimum, all meters shall be capable of accepting payment via coins, credit cards, and debit cards. Credit card types accepted by the meters shall include Visa, MasterCard, American Express, and Discover.
- 2.0.2.2 Key panel with intuitive payment navigation. Please describe your machines' key panels and payment steps, and provide images showing each step of processing each payment type.
- 2.0.2.3 Meters shall be wirelessly networked via cellular network and connected to a centralized SaaS management system. Utilize wireless technology for 2-way communications with the parking meters to monitor payments, status and usage while also providing remote diagnostics and the ability to change settings remotely (e.g., pricing or out of service notifications). Alternative wireless communication solutions may be considered at the sole discretion of the MPA.
- 2.0.2.4 System must be compatible with cellular vendors such as ATT, Sprint and T Mobile.
- 2.0.2.5 All meters shall generate real-time alarms and status reports for maintenance needs, reporting by text messages, and/or e-mails to staff resources designated by MPA.
- 2.0.2.6 Meter displays shall alert parkers when the machine is out of order or in a mode that is coin only or credit card only.
- 2.0.2.7 Meter displays shall use LCD or LED technology. Displays shall also include backlighting for night viewing capability. All graphics and text on displays shall be clearly visible in all ambient lighting conditions including the entire range between direct sunlight and complete darkness.
- 2.0.2.8 Meter shall support pay-by-cell phone payment technology. Pay-by-cell technology shall include the ability to extend time through cell phone communication. Pay-by-cell technology shall include the provision of smart phone applications.
- 2.0.2.9 Meter shall be future compatible with smart phone applications that provide general information about MPA's parking system and/or real-time parking availability.
- 2.0.2.10 Meter shall be compatible with future implementations or pilot studies of on-street parking sensor technology.
- 2.0.2.11 All field equipment and components shall be fully protected from the ambient environment. Operation of the equipment shall not be effected in any way by normal weather conditions experienced in Miami. At a minimum, operation of the equipment shall not be effected in any way by the conditions listed below:
- a) Ambient Temperatures: -10°F to 120°F (with addition of solar loading)
  - b) Humidity: 0% to 95% (non-condensing)
  - c) Rain: Blowing rain with 80 mph gusts
  - d) Dust: Blowing dust and fine sand
- 2.0.12 Meters shall provide the ability to cancel any transaction without penalty at any point prior to completing the transaction.

- 2.0.13 In the event of a malfunction to the coin acceptor, the meter automatically reverts to credit card only functionality. The functional state of the meter shall be prominently noted on the meter displays.
- 2.0.14 The wireless based back end management system should enable the control of the meter mechanisms from the central office to enable quick and effective monitoring of maintenance status and changing of data related mechanism, the replaced unit, and the replacement unit.
- 2.0.15 The management system shall have the capability to track audit amounts by mechanism, route, and any other selected meter configuration.
- 2.0.16 System shall provide login capability and access to the management system via the internet.
- 2.0.17 Accept credit and debit card payments.
- 2.0.18 Accept coin payment.
- 2.0.19 Operate in Pay-by-Plate mode.
- 2.0.20 Include a standard solar panel for charging and maintaining battery power.
- 2.0.21 Provide real-time maintenance status updates.
- 2.0.22 Provide enhanced enforcement communications with smartphone devices.
- 2.0.23 Allow for variable rate structures or the ability to conveniently and remotely change rates by MPA.
- 2.0.24 Allow for variable time-limits and time enforcement structures, including the ability for MPA to conveniently and remotely set special event time structures.
- 2.0.25 Ability to communicate changing rate structures at the multi-space meter.
- 2.0.26 Multi-space meter shall have separate compartments and keys for collection and maintenance functions.
- 2.0.27 Multi-space meters shall have separate key for cash box.
- 2.0.28 Multi-space meter coin collection box shall be theft deterrent, made of durable metal construction, and compatible with Owner's existing operations.
- 2.0.29 Multi-space meter frame shall be durable and capable of deterring theft.
- 2.0.30 Contractor shall provide samples of signage that are mounted on, or adjacent to pay station that directs the public to pay at pay station.
- 2.0.31 Ticket roll capacity should be 4500 tickets or more.
- 2.0.32 Software must be able to recognize the difference between the letter O and the number 0 i.e., I and 1, S and 5.
- 2.0.33 Contractor shall be responsible for the initial start-up of multi-space parking meters.

### **2.0.3 OPERATION AND RATES**

The following rate and operating characteristics shall apply to all meter mechanisms purchased.

- 2.0.3.1 **FIXED RATE** – same rate all day, for select/every day(s) of the week. Meters can be remotely programmed for holidays, special events, or other rate changes via the web-based management system and shall not require MPA staff to interface directly with the meters to accomplish such a rate update.
- 2.0.3.2 **MULTIPLE-RATES** – varied rates throughout the day, a minimum of six (6) times. This can include Tow-Away, No Parking, or Free Parking options, in addition to hourly parking rates for normal metering time. Meters can be remotely programmed for holidays, special events, or other rate changes via the web-based management system and shall not require MPA staff to interface with each individual meter to accomplish such a rate update.
- 2.0.3.3 **PRE-PAY** – allow a motorist to pay for parking prior to the beginning of enforcement hours, up to the maximum stay period. However, metered time will only begin at beginning of enforcement hours. For example, a 2 hour meter can be fully paid prior to the beginning of enforcement at 8AM. In such an example, metered time would only begin at 8AM and expire at 10AM.
- 2.0.3.4 **TOW-AWAY** – meters can be programmed to enforce defined tow-away zones. During the tow-away period, the meters will not accept credit card payment and no time will be given for coins. The meters shall be capable of displaying "Tow-Away; Do Not Park" on the display screen. In such a configuration, motorists will only be able to pay for time up to the beginning of the tow-away period. Changes to this feature can be remotely programmed via the web-based management system and shall not require MPA staff to interface directly with each individual meter to accomplish such a rate update.
- 2.0.3.5 **EVENT PARKING** – meters can be programmed to accept event parking rates, such that flat rate payment shall enable the vehicle to park for a pre-determined amount of time. For example, \$10 for an event, such that the rate begins at 7am and the \$10 results in the meter being paid for the duration of the event.
- 2.0.3.6 Changes/updates to all rate structures, maximum stay (time limits), available payment methods, and hours of meter operations shall also be managed and updated via a SaaS management system, providing remote management capability.
- 2.0.3.7 **ABILITY TO ADD TIME** – if a parker uses pay by cell as the payment option. The pay by cell transaction must have the ability to send the transaction expiry time directly to the meter in real-time. The cost of this

functionality must be highlighted in the pricing proposal. The MPA desires the ability for the user to receive a text message or other notification when the payment transaction is made at the machine and time is about to expire. It must also have the capability to add additional time at the same or higher rate.

#### **2.0.4 GRAPHICAL DISPLAY**

2.0.4.1 All meter displays shall be remotely programmable via web-based meter management system, such that the meter staff is not required to be present at the meter for changes to be made.

2.0.4.2 For increased visibility in low-light conditions, the display shall be backlit. Backlight shall be enabled automatically via light sensitivity and shall require no additional settings to be adjusted. Additionally, backlight shall only be enabled during a transaction in order to conserve battery power.

2.0.4.3 Displays and solar panels shall be protected by a UV resistant (non- yellowing) material.

2.0.4.4 In the event of a coin jam or other coin acceptor malfunction, meter shall continue to allow payment via the credit card slot with the aforementioned payment options including pay by cell and smart phone apps (where applicable). During such a malfunction, the meter shall display "Cards only, No Coins" on the display. In such an event, the meter shall wirelessly notify maintenance staff of the location and type of malfunction via email, text message, or both.

2.0.4.5 In the event of a card reader malfunction, meter shall continue to allow payment via coins/tokens. During such a malfunction, meter shall display "Coins only, No Cards" on the display. In such an event, the meter shall wirelessly notify maintenance staff of the location and type of malfunction via email, text message, or both.

2.0.4.6 In the event that both a coin acceptor malfunction and card reader malfunction are present, the meter shall display "Out of Order". In such an event, the meter shall wirelessly notify maintenance staff of the location and type of malfunction via email, text message, or both.

2.0.4.7 All messages shall be remotely updated and programmed via web-based management system.

2.0.4.8 Meters must have color screen capable of displaying advertisements, messages and other services.

#### **2.0.5 COIN VALIDATION**

2.0.5.1 All equipment shall be fully electronic with solid state components and straight down, free-fall coin chute. Multi- space meters shall be able to recognize and give time for both coins and/or custom token. Standard coin recognition shall include, but is not limited to, US denominations of \$0.05, \$0.10, \$0.25 and \$1.00 coins. The validator may also be reprogrammed remotely as new coins/tokens are implemented as part of the payment options provided by the MPA.

2.0.5.2 The coin validator (also referred to as "coin acceptor") shall detect metallic as well as non-metallic jams. Jam clearance shall be accomplished without special tools or disassembly of the meter. The coin validator shall be a removable component for the purposes of clearing coin or other types of coin validator jams. Coins passing through the mechanism shall be deposited into the coin box in the meter vault when the mechanism is properly installed in the upper housing.

#### **2.0.6 POWER**

2.0.6.1 Multi-space meters shall be equipped with an integrated solar panel recharge system with no hard wire connection required. In multi-space meters, the solar panel will be integrated within the primary frame of the unit. No external or elevated solar panels are desired. Contractor shall specify the number of solar panels on meters and specify how equipment meter is made to minimize vandalism.

2.0.6.2 Battery equipment shall be rechargeable/back-up battery packs to provide ongoing power during low light conditions. Battery packs shall have a minimum life capability of 24-36 months without replacement (depending on climate and wireless features enabled). All rechargeable batteries shall be capable of being recharged manually.

2.0.6.3 All equipment shall use solar panel and combination rechargeable/back- up battery pack to provide ongoing and backup power. All rechargeable batteries shall have the capability to be manually recharged.

2.0.6.4 All meters shall be compatible with traditional alkaline and rechargeable batteries. 2.0.6.5 All meters shall have extended battery life capabilities (minimum 12 months before replacement)

2.0.6.6 All meters shall retain at least one full year's data during a power failure or battery removal.

2.0.6.7 The battery must be replaceable without the use of tools for all meters.

2.0.6.8 All meters shall have the ability to have separate access for battery replacement for rechargeable and non-rechargeable batteries.

#### **2.0.7 CREDIT CARD PAYMENT**

2.0.7.1 Payment applications and devices accepting credit card payments shall be PA-DSS validated according to the latest version in effect at the time of Contract Award and shall be upgradable to maintain current standards throughout the life of the system.

2.0.7.2 No equipment, components, applications, means, or methods used by the Contractor during the implementation of the system shall compromise the system's PA-DSS validation or prevent the MPA from satisfactorily passing an audit of PCI compliance.

2.0.7.3 No application shall implement any changes to the Operating System that can potentially jeopardize PCI Compliance.

2.0.7.4 Payment with a credit card shall utilize a hybrid card reader built into multi-space meter. The hybrid card readers shall allow for use of both magnetic stripe credit card and smart card or chip card. Users shall insert (chip card) or insert/remove (credit card) the card to start the payment process. Users shall then have the ability to toggle up or down to select the amount of time to be purchased, up to the maximum and down to the minimum metered time. Users shall then select "OK" to purchase, or can press "CANCEL" to stop the transaction. Contractor shall explain transaction process if different than described above. Differences may be considered at the sole discretion of the MPA.

2.0.7.5 The Contractor shall provide a minimum of two (2) options for secure gateway service for secure (encrypted) credit card data transmission to MPA's merchant account provider. Credit card data transmission shall be in compliance with current PCI-DSS. If applicable, contractor shall provide evidence of PCI-DSS Level 1 certification. Fees shall be detailed in the proposal.

2.0.7.6 Keypad shall be utilized to eliminate any moving parts associated with the user interface for card payment. Alternative keypad types may be considered at the sole discretion of the MPA. All keypads shall be modular to all meters for in-field replacement if necessary.

2.0.7.7 The card slot shall be functional in all weather, including rain, and shall not be disabled by water or other liquid.

2.0.7.8 Meter shall adjust the amount of time purchased by the user based on selections at the meter interface, adjusting the value selected with credit card and showing the equivalent time purchased on the meter interface.

2.0.7.9 The customer shall be able to cancel any transaction without penalty prior to accepting the transaction.

## **2.0.8 WIRELESS DATA and MANAGEMENT SYSTEM CAPABILITIES**

2.0.8.1 Multi-space meter shall be individually capable of transmitting wireless data (no hardwire connection required) for the purposes of payment card processing, coin transactions, updates to the operating features and rate configuration of the meter, as well as fault notification. The wireless capability shall be integral to the meter mechanism design and shall not require a secondary connection to a wireless device.

2.0.8.2 System shall remotely communicate with all devices in real-time for a general broadcast of information or software update or an ability to communicate to a single device to upload information or software. Broadcasting information such as rate changes or time increment changes shall be in real-time to all field devices.

2.0.8.3 System shall be capable of generating alarms for any user selectable event type. Alarm Hierarchy shall be completely configurable so that the MPA can adjust priority of alarms, audible tones, where the alarms are sent, etc. Initial Alarm Hierarchy shall be coordinated with MPA during implementation.

2.0.8.4 Management system shall be completely web-based system accessible via desktop computer, laptop computer, or Windows, Android or iOS mobile devices to authorized personnel. It is desired that no additional software other than an internet browser shall be required for management to access and fully use in conjunction with the meter products. The system should support the current Internet Explorer, FireFox and Chrome. Additionally, the vendor must commit to supporting new versions of each browser, and ancillary components like Java, within 90 days of their respective version updates. This shall provide access to the meter management system from authorized user 24/7 over the web. Vendor shall list all data equipment necessary to operate software system including desktops, laptops, handheld devices, and any necessary server requirements which the MPA would need to have available or provide at the time of install. Vendor should describe the licensing model and identify all costs associated with using the system. This includes per user licensing, technical support, per device costs or any other one time or recurring fees.

2.0.8.5 Management system shall provide role-based access control using the principle of least privilege for all system functions including system administration and security administration.

2.0.8.6 Management system shall provide a variety of reports to include financial, technical, and administrative functions via a single web-portal. Reports shall include, but are not limited to:

- a) Credit card reconciliation (daily, weekly, monthly, annually)
- b) Cash collection reports (by date, time, pole, amount collected and collector)

- c) Meter must print a receipt showing meter number, location, and coin collection quantity after each collection
  - d) Revenue Summary reports (daily, weekly, monthly, annually, by zone, route, street or pole)
  - e) Coin box level (% full)
  - f) Individual transactions (cash or credit) by pole
  - g) GPS location of meters on a map with statistical mouse-over feature
  - h) Ability to change text on LCD remotely
  - i) Adjudication Reports
  - j) Ability to change rates and other operating parameters remotely via the internet
  - k) Meter uptime (over time, by zone, street, and pole)
  - l) Maintenance software for logging Service requirements over time
  - m) Meter paid occupancy reports (if applicable)
  - n) Accumulative totals of all cash and card transactions
  - o) Exception reports for units not performing as required (communications or payment faults)
  - p) Access to Help materials and User Manuals shall be available on-line
- 2.0.8.7 Management system shall have the ability to export all query results to multiple formats including comma-separated-value, Microsoft Excel®, Microsoft Access®, Adobe Acrobat (.PDF),
- 2.0.8.8 Management system will provide an API or other interface for MPA to programmatically transfer report data to MPA for data analysis or real time display on the MPA website. The API should also allow MPA applications to query the system to determine tag status (Paid, Not Paid, Expiration Time...)
- 2.0.8.9 The Contractor shall install and configure all application software and firmware required by the system with all software licenses registered to MPA.
- 2.0.8.10 Automatically detect and report fault conditions through the management system - The system shall perform a self-check on a routine basis and provide notification for fault conditions and equipment failure.
- 2.0.8.11 Remote monitoring of multi-space meters.
- 2.0.8.12 The system shall correctly process parking fees during a transition:
- from daylight savings time to standard time, and vice versa
  - at the beginning of March during leap years (e.g., when there is a February 29th)
  - from one rate to another
- 2.0.8.13 To the greatest extent possible, industry standard software packages shall be utilized. Each such software package shall be identified in the Contractor's Proposal. The Contractor's Proposal shall state the purpose of the software package, where it will be used, and how it will be used. If one software package is required to interface with another software package, the interface shall be documented and supported by flowcharts or block diagrams as appropriate. The Contractor shall advise if the software used in the system will be customized or "off the shelf" software, and shall describe the method of obtaining further software updates or modifications.
- 2.0.8.14 Application software shall have been designed for use in parking meter systems, and shall be written in a standard, industry-accepted computer language such as Java, C++, Visual Basic, etc. The Contractor shall identify the version of software that will be used in their Proposal.

## **2.09 TRAINING, IMPLEMENTATION, MARKETING & ONGOING SUPPORT**

- 2.0.9.1. The Contractor(s) shall provide training necessary for staff to use any parking meter and parking meter management software used in the implementation and subsequent defined use period (based on outright purchase or financing/leasing of meters).
- 2.0.9.2. The Contractor(s) shall provide training necessary for staff to maintain and operate parking meter technology after implementation (based on outright purchase or financing/leasing of meters).
- 2.0.9.3. The Contractor shall provide training necessary for staff to utilize the wireless communication system to communicate with the parking meters used in the implementation.
- 2.0.9.4. The Contractor shall provide training on an individual basis or in a group setting as approved by MPA for the operation and maintenance of the parking meters. Vendor must provide a training program for technicians and staff responsible for:
- a. Installation, start up, and maintenance/repair of the units.
  - b. Coin collection.
  - c. Programming rates, valid parking times, etc.; through the management software.
  - d. Monitoring the equipment, generating reports and internal auditing.
  - e. Date file collection, credit card file downloading and processing, set up and maintenance of user account passwords, etc.
  - f. The vendor will provide detailed documentation on the use of the API identified in section 2.0.8.8 above.

- 2.0.9.5. The Offeror shall provide a thorough outline of the training content and provide training schedule for both software and hardware. The schedule shall include periodic refresher training (continual education), included but not limited to, emphasis on particular areas of MPA's choice and upgrades of software and/or hardware.
- 2.0.9.6. The Contractor(s) shall provide a minimum of forty (40) hours of training at a designated MPA facility for designated MPA employees. The vendor shall provide additional training as requested at prevailing rates throughout the length of the Contract.
- 2.0.9.7. The Contractor(s) shall provide ten (10) copies of the operating manual in English for installation, maintenance, and use (complete with wiring diagrams and specifications) are to be provided at the time the units are delivered.
- 2.0.9.8. The Contractor(s) shall maintain or assist in the maintenance of the meters during the first 120 days of the implementation to ensure that all meters *are in good working order and can accept coin and credit/debit payments used throughout the initial period.*
- 2.0.9.9. Offerors shall provide warranty information for parking equipment, equal to or exceeding one year from installation.
- 2.0.9.10. The Contractor(s) shall provide assistance with initial marketing and education of new equipment, including materials, business outreach, and initial implementation outreach for users.
- 2.0.9.11. The Contractor(s) shall include a marketing or campaign plan that shall provide the public with a smooth transition to the new parking meter equipment. The marketing or campaign plan is subject to approval from MPA and shall include:
- a. Pamphlet information on "How to" use the parking meters.
  - b. Advertising and promotional materials advertising the launch date.
  - c. Survey forms allowing customers to give direct feedback to the MPA
  - d. The MPA will specify color, logos and printed instructions after selection of Contractor (s).
- 2.0.9.12. Offeror shall provide a point of contact that is able to be reached Monday through Friday during normal operating hours (8 am to 6 pm), Eastern Time.
- 2.0.9.13. Offeror shall also provide a point of contact for after hour requests. (6pm-8am)
- 2.0.9.14. Offeror shall return phone calls the same day should MPA need immediate assistance.
- 2.0.9.15. Offeror shall provide detailed scheduled maintenance guidelines and instructions to ensure that MPA is maintaining the equipment as required to ensure optimal performance. Offeror shall be willing to train MPA's maintenance technician(s) that will be responsible for maintaining the pay stations. The training shall encompass all operational aspects of the pay stations.
- 2.0.9.16. The Offeror guarantees, for a period of two (2) years from the date of installation to repair and/or replace any part or modular component determined to be defective in material or workmanship under normal use and service at no additional cost to MPA. The Offeror shall also provide MPA with any new software releases for a period of two (2) years at no charge.
- 2.0.9.17. The Offeror must have a local office that can respond to any escalated service issues within four (4) business hours. In addition, the Offeror must be able to stock parts and provide repairs to parts at the local office.
- 2.0.9.18 Vendor must describe what data is collected and stored, how it is used and if and under what circumstance it is transferred to third parties.

**Exhibit C**

**Parkeon Services and Level 2 support agreement**