SUBJECT: PIGGYBACK CITY OF ORLANDO CONTRACT #14908B01 FOR PARKING METER MECHANISM

BID #: PSC-0124-17 **OPEN DATE: 03/30/2017**

GENERAL GOVERNMENT AWARDS COMMITTEE

KIND AND BASIS OF CONTRACT: DATE OF CONTRACT EXECUTION THROUGH OCTOBER 15, 2017

AGENCY: OFFICE OF PUBLIC PARKING

BASIS OF AWARD: PIGGYBACK CITY OF ORLANDO CONTRACT #14908B01 FOR PARKING METER MECHANISM

NUMBER OF BIDS INVITED: ( ) NUMBER RECEIVED: ( ) OTHER ( )

SUMMARY OF BIDS AND RECOMMENDED ACTIONS:
Recommend approval to piggyback the City of Orlando Contract #14908B01 between the City of Orlando and IPS Group, Inc., for Single-Space Parking Meter Mechanisms with Credit Card Acceptance, Web-Based Management and Vehicle Detection System for the Office of Public Parking. The period of service will be from date of contract execution through October 15, 2017 with a three (3) year extended battery warranty. The total contract expenditure requested for this period not-to-exceed $303,113.00.

Funding to be encumbered by account DIPP412ON-06429, to be executed by formal contract through the Office of General Counsel.

ATTACHMENTS: Recommendation Memo, Risk Management Insurance Approval, Vendor Letter, Vendor Quote, City of Orlando Contract Documents

ANALYST: _____ CHELSEY RENFROE

RESPECTFULLY SUBMITTED _____ GREGORY PEASE, CHIEF PROCUREMENT DIVISION

CONCURRENCE BY: Robert Carle, Public Parking Officer, Office of Public Parking

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(ALL AWARD ACTIONS SUBJECT TO LAWFULLY APPROPRIATED FUNDS)
ACTION OF GGAC COMMITTEE ON RECOMMENDATIONS ABOVE
MEMBERS APPROVING _____ MEMBERS DISAPPROVING _____ DATE: _____

_____ _____ OTHER: _____

_____ _____

_____ _____

ACTION OF AWARDING AUTHORITY DATE _____

APPROVED _____ DISAPPROVED _____

OTHER _____

SIGNATURE OF AUTHENTICATION _____

Jacksonville
Where Florida Begins.

February 16, 2017

Memorandum

To: Gregory Pease, Chief, Procurement Division

From: Robert Carle, Public Parking Officer, Office of Public Parking

Through: Aundra Wallace, CEO, Downtown Investment Authority Aundra C. Wallace

Subject: Request to Piggyback City of Orlando, FL Contract # 14908B01 for Single Space Parking Meter Mechanisms with Credit Card Acceptance, Web-Based Management

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The City of Jacksonville Office of Public Parking requests approval to piggyback on the current Orlando, FL Contract # 14908B01 for Single Space Parking Meter Mechanisms with Credit Card Acceptance, Web-Based Management that was competitively procured for the period of service thru October 15, 2017 with a three year extended battery warranty. Total cost: $303,113.00.

The additional meters would augment the current inventory of 545 meters installed throughout downtown Jacksonville. IPS Group Inc. is the sole source manufacturer of the IPS meters and as such, they are the only vendor providing repair, software and wireless support, electronic inventory and maintenance tracking, including financial processing as necessary to operate these meters.

Funding source for the purchase of parking meters and web-based support: DIPP412ON-06429.

Office of Public Parking
231 E. Forsyth St., Room 424 Jacksonville, FL 32202 Phone: 904.630.1399 Fax: 904.630.2901 www.coj.net

ACORD®

APPROVED
By Ann Willis at 12:09 pm, Apr 11, 2017

CERTIFICATE OF LIABILITY INSURANCE

3/19/2018

DATE (MM/DD/YYYY): 3/23/2017

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Lockton Insurance Brokers, LLC
License #0F15767
4275 Executive Square, Suite 600
La Jolla CA 92037
(858) 587-3100

CONTACT NAME:
PHONE (A/C, No, Ext):
FAX (A/C, No):
E-MAIL ADDRESS:

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : National Fire Insurance Co of Hartford	20478
INSURER B : The Continental Insurance Company	35289
INSURER C : Indian Harbor Insurance Company	36940
INSURER D :	
INSURER E :	
INSURER F :	

INSURED 1377909
IPS Group, Inc.
7737 Kenamar Court
San Diego CA 92121

COVERAGES IPSGR01 **CERTIFICATE NUMBER:** 14265772 **REVISION NUMBER:** XXXXXXX

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE X OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: POLICY X PRO-JECT LOC OTHER:	Y	Y	4034952942	3/19/2017	3/19/2018	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ 1,000,000 $ 100,000 $ 15,000 $ 1,000,000 $ 2,000,000 $ 2,000,000 $
A	AUTOMOBILE LIABILITY X ANY AUTO OWNED AUTOS ONLY / SCHEDULED AUTOS X HIRED AUTOS ONLY / X NON-OWNED AUTOS ONLY X Coll. $500 X Comp. $100	Y	Y	6013847872	3/19/2017	3/19/2018	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ 1,000,000 $ XXXXXXX $ XXXXXXX $ XXXXXXX $ XXXXXXX
B	X UMBRELLA LIAB X OCCUR EXCESS LIAB CLAIMS-MADE DED X RETENTION $ 10,000	N	N	4034952990	3/19/2017	3/19/2018	EACH OCCURRENCE AGGREGATE	$ 15,000,000 $ 15,000,000 $ XXXXXXX
B B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N: N If yes, describe under DESCRIPTION OF OPERATIONS below	N/A	Y	5093308451 (CA) 5093308496 (AOS)	3/19/2017 3/19/2017	3/19/2018 3/19/2018	X PER STATUTE / OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 $ 1,000,000 $ 1,000,000 $ 1,000,000
C	Tech E&0 / Network / Privacy / Media	N	N	MTP9032003	3/19/2017	3/19/2018	Each Occ. 5,000,000; Agg.: 5,000,000; Ded.: 100,000	

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
THIS CERTIFICATE SUPERSEDES ALL PREVIOUSLY ISSUED CERTIFICATES FOR THIS HOLDER, APPLICABLE TO THE CARRIERS LISTED AND THE POLICY TERM(S) REFERENCED.
RE: City of Jacksonville, its members, officials, officers, employees, and agents are named as additional insured to for General Liability and Automobile Liability. Coverages are Primary and Non-Contributory. Waiver of Subrogation in favor of City of Jacksonville, its members, officials, officers, employees and agents applies to General Liability, Automobile Liability and Workers Compensation. 30 day notice of cancellation to City of Jacksonville applies per the attached endorsements.

CERTIFICATE HOLDER

14265772
City of Jacksonville
Procurement Division
214 N Hogan St. Room 105
Jacksonville FL 32202

CANCELLATION See Attachments

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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CNA Technology General Liability Extension Endorsement

It is understood and agreed that this endorsement amends the **COMMERCIAL GENERAL LIABILITY COVERAGE PART** as follows. If any other endorsement attached to this policy amends any provision also amended by this endorsement, then that other endorsement controls with respect to such provision, and the changes made by this endorsement with respect to such provision do not apply.

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1. ADDITIONAL INSUREDS

a. WHO IS AN INSURED is amended to include as an **Insured** any person or organization described in paragraphs **A.** through **K.** below whom a **Named Insured** is required to add as an additional insured on this **Coverage Part** under a written contract or written agreement, provided such contract or agreement:

(1) is currently in effect or becomes effective during the term of this **Coverage Part**; and

(2) was executed prior to:

> **(a)** the **bodily injury** or **property damage**; or
>
> **(b)** the offense that caused the **personal and advertising injury**, for which such additional insured seeks coverage.

b. However, subject always to the terms and conditions of this policy, including the limits of insurance, the Insurer will not provide such additional insured with:

(1) a higher limit of insurance than required by such contract or agreement; or

(2) coverage broader than required by such contract or agreement, and in no event broader than that described by the applicable paragraph **A.** through **K.** below.

Any coverage granted by this endorsement shall apply only to the extent permissible by law.

b. However, subject always to the terms and conditions of this policy, including the limits of insurance, the Insurer will not provide such additional insured with:

(1) a higher limit of insurance than required by such contract or agreement; or

(2) coverage broader than required by such contract or agreement, and in no event broader than that described by the applicable paragraph **A.** through **K.** below.

Any coverage granted by this endorsement shall apply only to the extent permissible by law.

B. Co-owner of Insured Premises

A co-owner of a premises co-owned by a **Named Insured** and covered under this insurance but only with respect to such co-owner's liability for **bodily injury**, **property damage** or **personal and advertising injury** as co-owner of such premises.

C. Grantor of Franchise

Any person or organization that has granted a franchise to a **Named Insured**, but only with respect to such person or organization's liability for **bodily injury**, **property damage** or **personal and advertising injury** as grantor of a franchise to the **Named Insured**.

D. Lessor of Equipment

Any person or organization from whom a **Named Insured** leases equipment, but only with respect to liability for **bodily injury**, **property damage** or **personal and advertising injury** caused, in whole or in part, by the **Named Insured's** maintenance, operation or use of such equipment, provided that the **occurrence** giving rise to such **bodily injury**, **property damage** or the offense giving rise to such **personal and advertising injury** takes place prior to the termination of such lease.

E. Lessor of Land

Any person or organization from whom a **Named Insured** leases land but only with respect to liability for **bodily injury**, **property damage** or **personal and advertising injury** arising out of the ownership, maintenance or use of such land, provided that the **occurrence** giving rise to such **bodily injury**, **property damage** or the offense giving rise to such **personal and advertising injury** takes place prior to the termination of such lease. The coverage granted by this paragraph does not apply to structural alterations, new construction or demolition operations performed by, on behalf of, or for such additional insured.

F. Lessor of Premises

An owner or lessor of premises leased to the **Named Insured**, or such owner or lessor's real estate manager, but only with respect to liability for **bodily injury**, **property damage** or **personal and advertising injury** arising out of the ownership, maintenance or use of such part of the premises leased to the **Named Insured**, and provided that the **occurrence** giving rise to such **bodily injury** or **property damage**, or the offense giving rise to such **personal and advertising injury**, takes place prior to the termination of such lease. The coverage granted by this paragraph does not apply to structural alterations, new construction or demolition operations performed by, on behalf of, or for such additional insured.

G. Mortgagee, Assignee or Receiver

A mortgagee, assignee or receiver of premises but only with respect to such mortgagee, assignee or receiver's liability for **bodily injury**, **property damage** or **personal and advertising injury** arising out of the **Named Insured's** ownership, maintenance, or use of a premises by a **Named Insured**.

The coverage granted by this paragraph does not apply to structural alterations, new construction or demolition operations performed by, on behalf of, or for such additional insured.

H. State or Governmental Agency or Subdivision or Political Subdivisions – Permits

A state or governmental agency or subdivision or political subdivision that has issued a permit or authorization but only with respect to such state or governmental agency or subdivision or political subdivision's liability for **bodily injury**, **property damage** or **personal and advertising injury** arising out of:

1. the following hazards in connection with premises a **Named Insured** owns, rents, or controls and to which this insurance applies:

> **a.** the existence, maintenance, repair, construction, erection, or removal of advertising signs, awnings, canopies, cellar entrances, coal holes, driveways, manholes, marquees, hoist away openings, sidewalk vaults, street banners, or decorations and similar exposures; or
>
> **b.** the construction, erection, or removal of elevators; or
>
> **c.** the ownership, maintenance or use of any elevators covered by this insurance; or

2. the permitted or authorized operations performed by a **Named Insured** or on a **Named Insured's** behalf.

The coverage granted by this paragraph does not apply to:

> **a. Bodily injury**, **property damage** or **personal and advertising injury** arising out of operations performed for the state or governmental agency or subdivision or political subdivision; or
>
> **b. Bodily injury** or **property damage** included within the **products-completed operations hazard**.

With respect to this provision's requirement that additional insured status must be requested under a written contract or agreement, the Insurer will treat as a written contract any governmental permit that requires the **Named Insured** to add the governmental entity as an additional insured.

I. Trade Show Event Lessor

1. With respect to a **Named Insured's** participation in a trade show event as an exhibitor, presenter or displayer, any person or organization whom the **Named Insured** is required to include as an additional insured, but only with respect to such person or organization's liability for **bodily injury**, **property damage** or **personal and advertising injury** caused by:

> **a.** the **Named Insured's** acts or omissions; or
>
> **b.** the acts or omissions of those acting on the **Named Insured's** behalf, in the performance of the **Named Insured's** ongoing operations at the trade show event premises during the trade show event.

2. The coverage granted by this paragraph does not apply to **bodily injury** or **property damage** included within the **products-completed operations hazard**.

J. Vendor

Any person or organization but only with respect to such person or organization's liability for **bodily injury** or **property damage** arising out of **your products** which are distributed or sold in the regular course of such person or organization's business, provided that:

1. The coverage granted by this paragraph does not apply to:

a. bodily injury or **property damage** for which such person or organization is obligated to pay **damages** by reason of the assumption of liability in a contract or agreement unless such liability exists in the absence of the contract or agreement;

b. any express warranty unauthorized by the **Named Insured**;

c. any physical or chemical change in any product made intentionally by such person or organization;

d. repackaging, except when unpacked solely for the purpose of inspection, demonstration, testing, or the substitution of parts under instructions from the manufacturer, and then repackaged in the original container;

e. any failure to make any inspections, adjustments, tests or servicing that such person or organization has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of the products;

f. demonstration, installation, servicing or repair operations, except such operations performed at such person or organization's premises in connection with the sale of a product;

g. products which, after distribution or sale by the **Named Insured**, have been labeled or relabeled or used as a container, part or ingredient of any other thing or substance by or for such person or organization; or

h. bodily injury or **property damage** arising out of the sole negligence of such person or organization for its own acts or omissions or those of its employees or anyone else acting on its behalf. However, this exclusion does not apply to:

(1) the exceptions contained in Subparagraphs **d.** or **f.** above; or

(2) such inspections, adjustments, tests or servicing as such person or organization has agreed with the **Named Insured** to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of the products.

2. This Paragraph **J.** does not apply to any insured person or organization, from whom the **Named Insured** has acquired such products, nor to any ingredient, part or container, entering into, accompanying or containing such products.

3. This Paragraph **J.** also does not apply:

a. to any vendor specifically scheduled as an additional insured by endorsement to this **Coverage Part**;

b. to any of **your products** for which coverage is excluded by endorsement to this **Coverage Part**; nor

c. if **bodily injury** or **property damage** included within the **products-completed operations hazard**
is excluded by endorsement to this **Coverage Part**.

K. Other Person Or Organization / Your Work

Any person or organization who is not an additional insured under Paragraphs **A.** through **J.** above. Such additional insured is an **Insured** solely for **bodily injury**, **property damage** or **personal and advertising injury** for which such additional insured is liable because of the **Named Insured's** acts or omissions.

The coverage granted by this paragraph does not apply to any person or organization:

1. who is specifically scheduled as an additional insured on another endorsement to this **Coverage Part**; nor

2. for **bodily injury** or **property damage** included within the **products-completed operations hazard** except to the extent all of the following apply:

a. this **Coverage Part** provides such coverage;

b. the written contract or agreement described in the opening paragraph of this **ADDITIONAL INSUREDS** Provision requires the **Named Insured** to provide the additional insured such coverage;
and

c. the **bodily injury** or **property damage** results from **your work** that is the subject of the written contract or agreement, and such work has not been excluded by endorsement to this **Coverage Part**.

2. ADDITIONAL INSURED - PRIMARY AND NON-CONTRIBUTORY TO ADDITIONAL INSURED'S INSURANCE

A. The **Other Insurance** Condition in the **COMMERCIAL GENERAL LIABILITY CONDITIONS** Section is amended to add the following paragraph:

If the **Named Insured** has agreed in writing in a contract or agreement that this insurance is primary and non-contributory relative to an additional insured's own insurance, then this insurance is primary, and the Insurer will not seek contribution from that other insurance. For the purpose of this Provision **2.**, the additional insured's own insurance means insurance on which the additional insured is a named insured.

B. With respect to persons or organizations that qualify as additional insureds pursuant to paragraph **1.K.** of this endorsement, the following sentence is added to the paragraph above:

Otherwise, and notwithstanding anything to the contrary elsewhere in this Condition, the insurance provided to such person or organization is excess of any other insurance available to such person or organization.

3. BODILY INJURY – EXPANDED DEFINITION

Under **DEFINITIONS**, the definition of **bodily injury** is deleted and replaced by the following:

Bodily injury means physical injury, sickness or disease sustained by a person, including death, humiliation, shock, mental anguish or mental injury sustained by that person at any time which results as a consequence of the physical injury, sickness or disease.

4. BROAD KNOWLEDGE OF OCCURRENCE/ NOTICE OF OCCURRENCE

Under **CONDITIONS**, the condition entitled **Duties in The Event of Occurrence, Offense, Claim or Suit** Condition is amended to add the following provisions:

A. BROAD KNOWLEDGE OF OCCURRENCE

The **Named Insured** must give the Insurer or the Insurer's authorized representative notice of an **occurrence**, offense or **claim** only when the **occurrence**, offense or **claim** is known to a natural person **Named Insured**, to a partner, executive officer, manager or member of a **Named Insured**, or to an **employee** designated by any of the above to give such notice.

B. NOTICE OF OCCURRENCE

The **Named Insured's** rights under this **Coverage Part** will not be prejudiced if the **Named Insured** fails to give the Insurer notice of an **occurrence**, offense or **claim** and that failure is solely due to the **Named Insured's** reasonable belief that the **bodily injury** or **property damage** is not covered under this **Coverage Part**. However, the **Named Insured** shall give written notice of such **occurrence**, offense or **claim** to the Insurer as soon as the **Named Insured** is aware that this insurance may apply to such **occurrence**, offense or **claim**.

5. BROAD NAMED INSURED

WHO IS AN INSURED is amended to delete its Paragraph **3.** in its entirety and replace it with the following:

3. Pursuant to the limitations described in Paragraph **4.** below, any organization in which a **Named Insured**
has management control:

a. on the effective date of this **Coverage Part**; or

b. by reason of a **Named Insured** creating or acquiring the organization during the **policy period**, qualifies as a **Named Insured**, provided that there is no other similar liability insurance, whether primary, contributory, excess, contingent or otherwise, which provides coverage to such organization, or which would have provided coverage but for the exhaustion of its limit, and without regard to whether its coverage is broader or narrower than that provided by this insurance.

But this **BROAD NAMED INSURED** provision does not apply to:

(a) any partnership or joint venture; or

(b) any organization for which coverage is excluded by another endorsement attached to this **Coverage**
Part.

For the purpose of this provision, and of this endorsement's **JOINT VENTURES / PARTNERSHIP / LIMITED LIABILITY COMPANIES** provision, management control means:

A. owning interests representing more than 50% of the voting, appointment or designation power for the selection of a majority of the Board of Directors of a corporation, or the members of the management board of a limited liability company; or

B. having the right, pursuant to a written trust agreement, to protect, control the use of, encumber or transfer or sell property held by a trust.

4. With respect to organizations which qualify as **Named Insureds** by virtue of Paragraph **3.** above, this insurance does not apply to:

a. bodily injury or **property damage** that first occurred prior to the date of management control, or that
first occurs after management control ceases; nor

b. personal or advertising injury caused by an offense that first occurred prior to the date of management control or that first occurs after management control ceases.

5. The insurance provided by this **Coverage Part** applies to **Named Insureds** when trading under their own names or under such other trading names or doing-business-as names (dba) as any **Named Insured**should choose to employ.

6. ESTATES, LEGAL REPRESENTATIVES, AND SPOUSES

The estates, heirs, legal representatives and **spouses** of any natural person **Insured** shall also be insured under this policy; provided, however, coverage is afforded to such estates, heirs, legal representatives, and **spouses** only for **claims** arising solely out of their capacity or status as such and, in the case of a **spouse**, where such **claim** seeks **damages** from marital community property, jointly held property or property transferred from such natural person **Insured** to such **spouse**. No coverage is provided for any act, error or omission of an estate, heir, legal representative, or **spouse** outside the scope of such person's capacity or status as such, provided however that the **spouse** of a natural person **Named Insured** and the **spouses** of members or partners of joint venture or partnership **Named Insureds** are **Insureds** with respect to such **spouses'** acts, errors or omissions in the conduct of the **Named Insured's** business.

7. EXPECTED OR INTENDED INJURY – EXCEPTION FOR REASONABLE FORCE

Under **COVERAGES**, **Coverage A – Bodily Injury And Property Damage Liability**, the paragraph entitled **Exclusions** is amended to delete the exclusion entitled **Expected or Intended Injury** and replace it with the following:
This insurance does not apply to:

Expected or Intended Injury

Bodily injury or **property damage** expected or intended from the standpoint of the **Insured**. This exclusion does not apply to **bodily injury** or **property damage** resulting from the use of reasonable force to protect persons or property.

8. IN REM ACTIONS

A quasi *in rem* action against any vessel owned or operated by or for the **Named Insured**, or chartered by or for the **Named Insured**, will be treated in the same manner as though the action were *in personam* against the **Named Insured**.

9. INCIDENTAL HEALTH CARE MALPRACTICE COVERAGE
Solely with respect to **bodily injury** that arises out of a **health care incident**:

A. Under **COVERAGES**, **Coverage A – Bodily Injury And Property Damage Liability**, the **Insuring Agreement** is amended to replace Paragraphs **1.b.(1)** and **1.b.(2)** with the following:

b. This insurance applies to **bodily injury** provided that the professional health care services are incidental
to the **Named Insured's** primary business purpose, and only if:

(1) such **bodily injury** is caused by an **occurrence** that takes place in the **coverage territory**.

(2) the **bodily injury** first occurs during the **policy period**. All **bodily injury** arising from an **occurrence** will be deemed to have occurred at the time of the first act, error, or omission that is part of the **occurrence**; and

B. Under **COVERAGES**, **Coverage A – Bodily Injury And Property Damage Liability**, the paragraph entitled **Exclusions** is amended to:

i. add the following to the **Employers Liability** exclusion:
This exclusion applies only if the **bodily injury** arising from a **health care incident** is covered by other
liability insurance available to the **Insured** (or which would have been available but for exhaustion of its
limits).

ii. delete the exclusion entitled **Contractual Liability** and replace it with the following:

This insurance does not apply to:

Contractual Liability

the **Insured's** actual or alleged liability under any oral or written contract or agreement, including but not
limited to express warranties or guarantees.

iii. add the following additional exclusions.

This insurance does not apply to:

Discrimination

any actual or alleged discrimination, humiliation or harassment, that includes but shall not be limited to **claims** based on an individual's race, creed, color, age, gender, national origin, religion, disability, marital status or sexual orientation.

Dishonesty or Crime

Any actual or alleged dishonest, criminal or malicious act, error or omission.

Medicare/Medicaid Fraud

any actual or alleged violation of law with respect to Medicare, Medicaid, Tricare or any similar federal, state or local governmental program.

Services Excluded by Endorsement

Any **health care incident** for which coverage is excluded by endorsement.

C. DEFINITIONS is amended to:

i. add the following definitions:

Health care incident means an act, error or omission by the **Named Insured's employees** or

volunteer workers in the rendering of:

a. professional health care services on behalf of the **Named Insured** or

b. Good Samaritan services rendered in an emergency and for which no payment is demanded or
received.

Professional health care services means any health care services or the related furnishing of food,
beverages, medical supplies or appliances by the following providers in their capacity as such but solely
to the extent they are duly licensed as required:

a. Physician;

b. Nurse;

c. Nurse practitioner;

d. Emergency medical technician;

e. Paramedic;

f. Dentist;

g. Physical therapist;

h. Psychologist;

i. Speech therapist;

j. Other allied health professional; or

Professional health care services does not include any services rendered in connection with human
clinical trials or product testing.

ii. delete the definition of **occurrence** and replace it with the following:

Occurrence means a **health care incident**. All acts, errors or omissions that are logically connected by
any common fact, circumstance, situation, transaction, event, advice or decision will be considered to
constitute a single **occurrence**;

iii. amend the definition of **Insured** to:

a. add the following:

• the **Named Insured's employees** are **Insureds** with respect to:

(1) bodily injury to a co-**employee** while in the course of the co-**employee's** employment by the **Named Insured** or while performing duties related to the conduct of the **Named Insured's** business; and

(2) bodily injury to a **volunteer worker** while performing duties related to the conduct of the **Named Insured's** business;
when such **bodily injury** arises out of a **health care incident**.

• the **Named Insured's volunteer workers** are **Insureds** with respect to:

(1) bodily injury to a co-**volunteer worker** while performing duties related to the conduct of the **Named Insured's** business; and

(2) bodily injury to an **employee** while in the course of the **employee's** employment by the **Named Insured** or while performing duties related to the conduct of the **Named Insured's** business;

when such **bodily injury** arises out of a **health care incident**.

b. delete Subparagraphs **(a)**, **(b)**, **(c) and (d)** of Paragraph **2.a.(1)** of **WHO IS AN INSURED**.

c. add the following:

Insured does not include any physician while acting in his or her capacity as such.

D. The **Other Insurance** condition is amended to delete Paragraph **b.(1)** in its entirety and replace it with the following:

Other Insurance

b. Excess Insurance

(1) To the extent this insurance applies, it is excess over any other insurance, self insurance or risk
transfer instrument, whether primary, excess, contingent or on any other basis, except for insurance
purchased specifically by the **Named Insured** to be excess of this coverage.

10. JOINT VENTURES / PARTNERSHIP / LIMITED LIABILITY COMPANIES

WHO IS AN INSURED is amended to delete its last paragraph and replace it with the following:

No person or organization is an **Insured** with respect to:

• the conduct of any current or past partnership or joint venture that is not shown as a **Named Insured** in
the Declarations; nor

• the conduct of a current or past limited liability company in which a **Named Insured's** interest does/did
not rise to the level of management control;

except that if the **Named Insured** was a joint venturer, partner, or member of such a limited liability company, and such joint venture, partnership or limited liability company terminated prior to or during the **policy period**, then such **Named Insured** is an **Insured** with respect to its interest in such joint venture, partnership or limited liability company but only to the extent that:

a. any offense giving rise to **personal and advertising injury** occurred prior to such termination date,

and the **personal and advertising injury** arising out of such offense, first occurred after such termination date;

b. the **bodily injury** or **property damage** first occurred after such termination date; and

c. there is no other valid and collectible insurance purchased specifically to insure the partnership, joint venture or limited liability company.

11. LEGAL LIABILITY – DAMAGE TO PREMISES

A. Under **COVERAGES, Coverage A – Bodily Injury and Property Damage Liability**, the paragraph entitled **Exclusions** is amended to delete the first paragraph immediately following subparagraph **(6)** of the **Damage to Property** exclusion and replace it with the following:

Paragraphs **(1), (3)** and **(4)** of this exclusion do not apply to **property damage** (other than damage by fire) to premises rented to the **Named Insured** or temporarily occupied by the **Named Insured** with the permission of the owner, nor to the contents of premises rented to the **Named Insured** for a period of 7 or fewer consecutive days. A separate limit of insurance applies to Damage To Premises Rented To You as described in **LIMITS OF INSURANCE**.

B. Under **COVERAGES, Coverage A – Bodily Injury and Property Damage Liability**, the paragraph entitled **Exclusions** is amended to delete its last paragraph and replace it with the following:

Exclusions **c.** through **n.** do not apply to damage by fire to premises while rented to a **Named Insured** or temporarily occupied by a **Named Insured** with permission of the owner, nor to damage to the contents of premises rented to a **Named Insured** for a period of 7 or fewer consecutive days.

A separate limit of insurance applies to this coverage as described in the **LIMITS OF INSURANCE** Section.

C. LIMITS OF INSURANCE is amended to delete Paragraph **6.** (the Damage To Premises Rented To You Limit) and replace it with the following:

> **6.** Subject to Paragraph **5.** above, (the Each Occurrence Limit), the Damage To Premises Rented To You
> Limit is the most the Insurer will pay under **COVERAGE A** for **damages** because of **property damage**
> to:
>
> **a.** any one premises while rented to a **Named Insured** or temporarily occupied by a **Named Insured**
> with the permission of the owner; and
>
> **b.** contents of such premises if the premises is rented to the **Named Insured** for a period of 7 or fewer
> consecutive days.
>
> The Damage To Premises Rented To You Limit is $500,000. unless a different Damage to Premises
> Rented to You Limit is shown in the Declarations.

D. The **Other Insurance** Condition is amended to delete Paragraph **b.(1)(a)(ii)**, and replace it with the following:

(ii) That is property insurance for premises rented to a **Named Insured**, for premises temporarily

occupied by the **Named Insured** with the permission of the owner; or for personal property of others in the **Named Insured's** care, custody or control;

E. This Provision **11.** does not apply if liability for damage to premises rented to a **Named Insured** is excluded by another endorsement attached to this **Coverage Part**.

12. MEDICAL PAYMENTS

A. LIMITS OF INSURANCE is amended to delete Paragraph **7.** (the Medical Expense Limit) and replace it with
the following:

7. Subject to Paragraph **5.** above (the Each Occurrence Limit), the Medical Expense Limit is the most the Insurer will pay under **Coverage C – Medical Payments** for all medical expenses because of **bodily injury** sustained by any one person. The Medical Expense Limit is the greater of:

> **(1)** $15,000 unless a different amount is shown here: @@@@@@@@@@@@@@; or
> **(2)** the amount shown in the Declarations for Medical Expense Limit.

B. Under **COVERAGES**, the **Insuring Agreement** of **Coverage C – Medical Payments** is amended to replace Paragraph **1.a.(3)(b)** with the following:

> **(b)** The expenses are incurred and reported to the Insurer within three years of the date of the accident;
> and
> This Paragraph **B.** does not apply to medical expenses incurred in the state of Missouri.

13. NON-OWNED AIRCRAFT

Under **COVERAGES, Coverage A – Bodily Injury and Property Damage Liability**, the paragraph entitled **Exclusions** is amended as follows:

The exclusion entitled **Aircraft, Auto or Watercraft** is amended to add the following:

This exclusion does not apply to an aircraft not owned by any **Named Insured**, provided that:

> **1.** the pilot in command holds a currently effective certificate issued by the duly constituted authority of the United States of America or Canada, designating that person as a commercial or airline transport pilot;
>
> **2.** the aircraft is rented with a trained, paid crew to the **Named Insured**; and
>
> **3.** the aircraft is not being used to carry persons or property for a charge.

14. NON-OWNED WATERCRAFT

Under **COVERAGES, Coverage A – Bodily Injury and Property Damage Liability**, the paragraph entitled
Exclusions is amended to delete subparagraph **(2)** of the exclusion entitled **Aircraft, Auto or Watercraft**, and
replace it with the following.

This exclusion does not apply to:

(2) a watercraft that is not owned by any **Named Insured**, provided the watercraft is:

(a) less than 75 feet long; and

(b) not being used to carry persons or property for a charge.

15. PERSONAL AND ADVERTISING INJURY –DISCRIMINATION OR HUMILIATION

A. Under **DEFINITIONS**, the definition of p**ersonal and advertising injury** is amended to add the following tort:

• Discrimination or humiliation that results in injury to the feelings or reputation of a natural person.

B. Under **COVERAGES**, **Coverage B – Personal and Advertising Injury Liability**, the paragraph entitled **Exclusions** is amended to:

1. delete the Exclusion entitled **Knowing Violation Of Rights Of Another** and replace it with the following:

This insurance does not apply to:

Knowing Violation of Rights of Another

Personal and advertising injury caused by or at the direction of the **Insured** with the knowledge that the act would violate the rights of another and would inflict **personal and advertising injury**. This exclusion shall not apply to discrimination or humiliation that results in injury to the feelings or reputation of a natural person, but only if such discrimination or humiliation is not done intentionally by or at the direction of:

(a) the **Named Insured**; or

(b) any **executive officer**, director, stockholder, partner, member or manager (if the **Named Insured** is
a limited liability company) of the **Named Insured.**

2. add the following exclusions:

This insurance does not apply to:

Employment Related Discrimination

Discrimination or humiliation directly or indirectly related to the employment, prospective employment,
past employment or termination of employment of any person by any **Insured**.
Premises Related Discrimination

discrimination or humiliation arising out of the sale, rental, lease or sub-lease or prospective sale, rental, lease or sub-lease of any room, dwelling or premises by or at the direction of any **Insured**.

Notwithstanding the above, there is no coverage for fines or penalties levied or imposed by a governmental entity because of discrimination.

The coverage provided by this **PERSONAL AND ADVERTISING INJURY –DISCRIMINATION OR HUMILIATION** Provision does not apply to any person or organization whose status as an **Insured** derives solely from

- Provision **1. ADDITIONAL INSURED** of this endorsement; or
- attachment of an additional insured endorsement to this **Coverage Part**.

16. PERSONAL AND ADVERTISING INJURY - LIMITED CONTRACTUAL LIABILITY

A. Under **COVERAGES**, **Coverage B –Personal and Advertising Injury Liability**, the paragraph entitled
Exclusions is amended to delete the exclusion entitled **Contractual Liability** and replace it with the following:

This insurance does not apply to:

Contractual Liability

Personal and advertising injury for which the **Insured** has assumed liability in a contract or agreement.

This exclusion does not apply to liability for **damages**:

(1) that the **Insured** would have in the absence of the contract or agreement; or

(2) assumed in a contract or agreement that is an **insured contract** provided the offense that caused such **personal or advertising injury** first occurred subsequent to the execution of such **insured contract**. Solely for the purpose of liability assumed in an **insured contract**, reasonable attorney fees and necessary litigation expenses incurred by or for a party other than an **Insured** are deemed to be **damages** because of **personal and advertising injury** provided:

> **(a)** liability to such party for, or for the cost of, that party's defense has also been assumed in such
> **insured contract**; and
>
> **(b)** such attorney fees and litigation expenses are for defense of such party against a civil or alternative
> dispute resolution proceeding in which covered **damages** are alleged.

B. Solely for the purpose of the coverage provided by this paragraph, **DEFINITIONS** is amended to delete the
definition of **insured contract** in its entirety, and replace it with the following:

Insured contract means that part of a written contract or written agreement pertaining to the **Named Insured's** business under which the **Named Insured** assumes the tort liability of another party to pay for **personal or advertising injury** arising out of the offense of false arrest, detention or imprisonment. Tort liability means a liability that would be imposed by law in the absence of any contract or agreement.

C. Solely for the purpose of the coverage provided by this paragraph, the following changes are made to the Section entitled **SUPPLEMENTARY PAYMENTS – COVERAGES A AND B:**

1. Paragraph **2.d.** is replaced by the following:

> **d.** The allegations in the **suit** and the information the Insurer knows about the offense alleged in such
> **suit** are such that no conflict appears to exist between the interests of the **Insured** and the interests
> of the indemnitee;

2. The first unnumbered paragraph beneath Paragraph **2.f.(2)(b)** is deleted and replaced by the following:

So long as the above conditions are met, attorneys fees incurred by the Insurer in the defense of that indemnitee, necessary litigation expenses incurred by the Insurer, and necessary litigation expenses incurred by the indemnitee at the Insurer's request will be paid as **defense costs**. Notwithstanding the provisions of Paragraph **e.(2)** of the Contractual Liability exclusion (as amended by this Endorsement), such payments will not be deemed to be **damages** for **personal and advertising injury** and will not reduce the limits of insurance.

D. This **PERSONAL AND ADVERTISING INJURY - LIMITED CONTRACTUAL LIABILITY** Provision does not apply if **Coverage B –Personal and Advertising Injury Liability** is excluded by another endorsement attached to this **Coverage Part**.

17. PROPERTY DAMAGE – ELEVATORS

A. Under **COVERAGES**, **Coverage A** – **Bodily Injury and Property Damage Liability**, the paragraph entitled
Exclusions is amended such that the **Damage to Your Product** Exclusion and subparagraphs **(3)**, **(4)** and
(6) of the **Damage to Property** Exclusion do not apply to **property damage** that results from the use of elevators.

B. Solely for the purpose of the coverage provided by this **PROPERTY DAMAGE – ELEVATORS** Provision, the **Other Insurance** conditions is amended to add the following paragraph:

This insurance is excess over any of the other insurance, whether primary, excess, contingent or on any other basis that is Property insurance covering property of others damaged from the use of elevators.

18. SUPPLEMENTARY PAYMENTS

The section entitled **SUPPLEMENTARY PAYMENTS – COVERAGES A AND B** is amended as follows:

A. Paragraph **1.b.** is amended to delete the $250 limit shown for the cost of bail bonds and replace it with a
$5,000. limit; and

B. Paragraph **1.d.** is amended to delete the limit of $250 shown for daily loss of earnings and replace it with a
$1,000. limit.

19. PROPERTY DAMAGE - PATTERNS MOLDS AND DIES

Under **COVERAGES**, **Coverage A – Bodily Injury and Property Damage Liability**, the paragraph entitled
Exclusions is amended to delete subparagraphs **(3)** and **(4)** of the Exclusion entitled **Damage to Property**, but
only with respect to patterns, molds or dies that are in the care, custody or control of the **Insured**, and only if
such patterns, molds or dies are not being used to perform operations at the time of loss. A limit of insurance of
$25,000 per **policy period** applies to this **PROPERTY DAMAGE - PATTERNS MOLDS AND DIES** coverage,
and this limit:

A. is included within the General Aggregate Limit as described in **LIMITS OF INSURANCE**; and

B. applies excess over any valid and collectible property insurance available to the **Insured**, including any deductible applicable to such insurance; the **Other Insurance** condition is changed accordingly.

20. UNINTENTIONAL FAILURE TO DISCLOSE HAZARDS

If the **Named Insured** unintentionally fails to disclose all existing hazards at the inception date of the **Named**
Insured's Coverage Part, the Insurer will not deny coverage under this **Coverage Part** because of such failure.

21. WAIVER OF SUBROGATION - BLANKET

Under **CONDITIONS**, the condition entitled **Transfer Of Rights Of Recovery Against Others To Us** is amended
to add the following:

The Insurer waives any right of recovery the Insurer may have against any person or organization because of
payments the Insurer makes for injury or damage arising out of:

1. the **Named Insured's** ongoing operations; or

2. your work included in the **products-completed operations hazard**.

However, this waiver applies only when the **Named Insured** has agreed in writing to waive such rights of recovery in a written contract or written agreement, and only if such contract or agreement:

1. is in effect or becomes effective during the term of this **Coverage Part**; and
2. was executed prior to the **bodily injury**, **property damage** or **personal and advertising injury** giving rise
to the **claim**.

All other terms and conditions of the Policy remain unchanged.

This endorsement, which forms a part of and is for attachment to the Policy issued by the designated Insurers, takes effect on the effective date of said Policy at the hour stated in said Policy, unless another effective date is shown below, and expires concurrently with said Policy.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

EXTENDED COVERAGE ENDORSEMENT - BA PLUS

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM

I. LIABILITY COVERAGE

A. Who Is An Insured

The following is added to **Section II, Paragraph A.1, Who Is An Insured:**

1. a. Any incorporated entity of which the Named Insured owns a majority of the voting stock on the date of inception of this Coverage Form; **provided that,**

b. The insurance afforded by this provision **A.1.** does not apply to any such entity that is an "insured" under any other liability "policy" providing "auto" coverage.

2. Any organization you newly acquire or form, other than a limited liability company, partnership or joint venture, and over which you maintain majority ownership interest.
The insurance afforded by the provision **A.2.**
a. Is effective on the acquisition or formation date, and is afforded only until the end of the policy period of this Coverage Form, or the next anniversary of its inception date, whichever is earlier.
b. Does not apply to:
(1) "Bodily injury" or "property damage" caused by an "accident" that occurred before you acquired or formed the organization; or
(2) Any such organization that is an "insured" under any other liability "policy" providing "auto" coverage.

3. Any person or organization that you are obligated to provide Insurance where required by a written contract or agreement is an insured, but only with respect to legal responsibility for acts or omissions of a person for whom Liability Coverage is afforded under this policy.
4. An "employee" of yours is an :insured" while operating an 'auto" hired or rented under a contract or agreement in that "employee's" name, with your permission, while performing duties related to the conduct of your business.
"Policy," as used in this provision **A. Who Is An Insured**, includes those policies that were in force on the inception date of this Coverage Form but:

1. Which are no longer in force; or
2. Whose limits have been exhausted.

B. Bail Bonds and Loss of Earrings

Section II, Paragraph A.2.a (2) and A.2.a.(4) are revised as follows:
1. In a. (2), the limit for the cost of bail bonds increased from $2,000 to $5,000 and
2. In a. (4), the limit for the loss of earnings is increased from $250 to $500 a day

C. Fellow Employee

Section II, Paragraph B. 5 does not apply.
Such coverage as is afforded by this provision C. is excess over any other collectible insurance.

II. PHYSICAL DAMAGE COVERAGE

A. Towing

Section III. Paragraph A.2., is revised to include Light Trucks up to 10,000 pounds G.V.W.

B. Glass Breakage - Hitting A Bird or Animal -Falling Objects Or Missiles

The following is added to **Section III, Paragraph A.3.:**

C. Transportation Expenses

Section III, Paragraph A.4.a. is revised, with respect to transportation expense incurred by you, to provide:

a. $60 per day, in lieu of $20; subject to

b. $1,800 maximum, in lieu of $600.

D. Loss of Use Expense

Section III, Paragraph A.4.b. is revised, with respect to loss of use expenses incurred by you, provided:

a. $1,000 maximum, in lieu of $600.

E. Personal Property

The following is added to **Section III, Paragraph A.4.**

c. We will pay up to $500 for loss to **Personal Property which is:**

(1) Owned by an "insured" and

(2) In or on the covered "auto"

F. Rental Reimbursement

The following is added to **Section III, Paragraph A.4.:**

d. We will pay for rental reimbursement expenses incurred by you for the rental of an "auto" because of "loss" to a covered "auto". Payment applies in addition to the otherwise applicable amount of each coverage you have on a covered "auto". No deductible apply to this coverage.

1. We will pay only for those expense incurred during the policy period beginning 24 hours after the "loss" and ending, regardless of the policy's expiration, with the lesser of the following number of days:

(a) The number of days reasonably required to repair or replace the covered "auto"; or

(b) 15 days.

2. Our payment is limited to the lesser of the following amounts:

(a) Necessary and actual expenses incurred; or

(b) $25 per day subject to a maximum of $375.

3. This coverage does not apply while there are spare or reserve "autos" available to you for your operations. 4. If "loss" results from the total theft of a covered "auto" of the private passenger type, we will pay under this coverage only that amount of your rental reimbursement expenses which is not already provided for under the Physical Damage Coverage Extension.

G. Hired '"Autos"

The following is added to **Section III. Paragraph A.:**

5. Hire "Autos"

If Physical Damage coverage is provided under this policy, and such coverage does not extend to Hired Autos, then Physical Damage coverage is extended to:

a. Any covered "auto" you lease, hire, rent or borrow without a driver; and

b. Any covered "auto" hired or rented by your "employee" without a driver, under a contract in that individual "employees" name, with your permission, while performing duties related to the conduct of your business.

c. The most we will pay for any one "accident" or "loss" is the actual cash value, cost of repair, cost of replacement or $75,000 whichever is less minus a $500 deductible for each covered auto. No deductible applies to "loss" caused by fire or lightning.

d. The physical damage coverage as is provided by this provision will be limited to the types of physical damage coverage(s) provided on your owned "autos"

e. Such physical damage coverage for hired "autos" will:

(1) Include loss of use, provided it is the consequences of an "accident" for which the Named Insured is legally liable, and as a result of which a monetary loss is sustained by the leasing or rental concern.
(2) Such coverage as is provided by provision **G.e.(1)** will be subject to a limit of $750 per "accident"

H. Airbag Coverage
The following is added to **Section III, Paragraph B.3.**
The accidental discharge of an airbag shall not be considered mechanical breakdown

I. Electronic Equipment
Section III, Paragraph B.4.c. and B4.d. are deleted and replaced by the following:

c. Physical Damage Coverage on a covered "auto" also applies to "loss" to any permanently installed electronic equipment including its antennas and other accessories.
d. A $100 per occurrence deductible applies to the coverage provided by this provision.

J. Diminution In Value

The following is added to **Section III, Paragraph B.6**
Subject to the following, the "diminution in value" exclusion does not apply to:
a. Any covered "auto" of the private passenger type you lease, hire, rent or borrow, without a driver for a period of 30 days or less, while performing duties related to the conduct of your business; and
b. Any covered "auto" of the private passenger type hired or rented by your "employee" without a driver for a period of 30 days or less, under a contract in that individual "employee's name, with your permission, while performing duties related to the conduct of your business.
c. Such coverage as is provided by this provision is limited to a "diminution in value" loss arising directly out of accidental damage and not as a result of the failure to make repairs; faulty or incomplete maintenance or repairs; or the installation of substandard parts.
d. The most we will pay for "loss" to a covered "auto" in any accident is the lesser of:
(1) $5,000; or
(2) 20% of the "auto" actual cash value (**ACV**)

III. Driver Other Car Coverage -Executive Officers

The following is added to **Sections II and III:**
1. Any "auto" you don't own, hire or borrow is a covered "auto" for Liability Coverage while being used by, and for Physical Damage Coverage while in the care, custody or control of, any of your "executive officers", except:
a. An "auto" owned by that "executive officer" or member of that person's household; or
b. An "auto" owned by that "executive officer" while working in a business of selling, servicing, repairing or parking "autos". Such liability and/or Physical Damage Coverage as is afforded by this provision will be:
(1) Equal to the greatest of those coverages afforded any covered "auto"; and
(2) Excess over any other collectible insurance.
2. For purpose of this provisions, "executive officer" means a person holding any of the officers positions created by your charter, constitution, by-laws or any other similar governing document, and, while a resident of the same household, includes that persons spouse. Such "executive officers" are "insured" while using a covered "auto" described in this provision.

IV. BUSINESS AUTO CONDITIONS
A. Duties In the Event of Accident, Claim, Suite or Loss

The following is added to **Section IV, Paragraph A.2.a.**
(4) Your "employees" may know of an "accident" or "loss". This will not mean that you have such knowledge, unless such "accident" or "loss" is known to you or if you are not an individual, to any of your executive officers or partners or your insurance manager.
The following is added to **Section IV, Paragraph A.2.b.**

(6) Your "employees" may know of documents received concerning a claim or "suit". This will not mean that you have such knowledge, unless receipt of such documents is known to you or if you are not an individual to any of your executive officers or partners or your insurance manager.

B. Concealment, Misrepresentation or Fraud
The following is added to **Section IV, Paragraph B.2.**
Your failure to disclose all hazards existing on the date of inception of this Coverage Form shall not prejudice you with respect to the coverage afforded provided such failure or omission is not intentional.

C. Policy Period, Coverage Territory
Section IV, Paragraphs 7.(5).(a) is revised to provide:
a. 45 days of coverage in lieu of 30 days

V. Definitions
Section V. Paragraph C. is deleted and replaced by the following:
"Bodily Injury" means bodily injury, sickness or disease sustained by a person, including mental anguish, mental injury or death resulting from any of these.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

WAIVER OF TRANSFER RIGHTS OF RECOVERY AGAINST OTHERS

This endorsement modifies insurance provided under the following:

BUSINESS AUTO

SCHEDULE

Name of Person or Organization:

Any person or organization for whom or which you are required by written contract or agreement to obtain this waiver from us. You must agree to that requirement prior to loss.

(If no entry appears above, information required to complete this endorsement will be shown in the Declarations as applicable to this endorsement.)

We waive any right of recovery we may have against the person or organization shown in the Schedule because of payments we make for the injury or damage. This injury or damage must arise out of your activities under a contract with that person or organization. The waiver applies only to the person or organization shown in the Schedule.

Attachment Code: D495616
Certificate ID: 14265772

WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule.

This agreement shall not operate directly or indirectly to benefit anyone not named in the Schedule.

SCHEDULE

ANY PERSON OR ORGANIZATION ON WHOSE BEHALF YOU ARE REQUIRED TO OBTAIN THIS WAIVER OF OUR RIGHT TO RECOVER FROM UNDER A WRITTEN CONTRACT OR AGREEMENT.

The premium charge for the endorsement is reflected in the Schedule of Operations.

All other terms and conditions of the policy remain unchanged.

This endorsement, which forms a part of and is for attachment to the policy issued by the designated Insurers, takes effect on the Policy Effective Date of said policy at the hour state in said policy, unless another effective date 9the Endorsement Effective Date) is shown below, and expires concurrently with said policy unless another expiration date is shown below.

Form No: WC 00 03 13 (04-1984)
Endorsement Effective:
Endorsement Expiration Date:
Policy No: 5093308496
Policy Effective Date: 03/19/2017
Endorsement Underwriting Company: The Continental Insurance Company, 333 S. Wabash Ave, Chicago, IL 60604

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NOTICE OF CANCELLATION OR MATERIAL CHANGE – DESIGNATED PERSON OR ORGANIZATION

It is understood and agreed that this endorsement amends the **BUSINESS AUTO COVERAGE FORM** as follows:

In the event of cancellation or material change that reduces or restricts the insurance provided by this Coverage Form, we agree to send prior notice of cancellation or material change to the person or organization scheduled below at the address scheduled below. This endorsement does not amend our obligation to notify the Named Insured of cancellation as described in the Common Policy Conditions or in another endorsement attached to this policy.

SCHEDULE

1. **Number of days advance notice:**

   10 Days if we cancel for non-payment of premium.

   30 Days if the policy is cancelled for any other reason, or if coverage is restricted or reduced by endorsement.

2. **Person or Organization's Name and Address**

Name:	CITY OF JACKSONVILLE
Attention:	PROCUREMENT DIVISION
Street Address:	214 N HIGAN ST ROOM 105, JACKSONVILLE
City, State, ZIP:	FL 32202
e-mail address:	

All other terms and conditions of the Policy remain unchanged.

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Policy No:
Endorsement No:
Effective Date: 03/19/2017

Insured Name: IPS GROUP, INC.

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CNA	CNA PARAMOUNT **Changes - Notice of Cancellation or Material Restriction Endorsement**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
EMPLOYEE BENEFITS LIABILITY COVERAGE PART
LIQUOR LIABILITY COVERAGE PART
OWNERS AND CONTRACTORS PROTECTIVE LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART
RAILROAD PROTECTIVE LIABILITY COVERAGE PART
STOP GAP LIABILITY COVERAGE PART
TECHNOLOGY ERRORS AND OMISSIONS LIABILITY COVERAGE PART
SPECIAL PROTECTIVE AND HIGHWAY LIABILITY POLICY – NEW YORK DEPARTMENT OF TRANSPORTATION

SCHEDULE	
Number of days notice (other than for nonpayment of premium):	30
Number of days notice for nonpayment of premium:	10
Name of person or organization to whom notice will be sent:	CITY OF JACKSONVILLE
Address:	ATTN: PROCUREMENT DIVISION 214 N HOGAN ST, ROOM 105 JACKSONVILLE FL 32202

If no entry appears above, the number of days notice for nonpayment of premium will be 10 days.

It is understood and agreed that in the event of cancellation or any material restrictions in coverage during the **policy period**, the Insurer also agrees to mail prior written notice of cancellation or material restriction to the person or organization listed in the above Schedule. Such notice will be sent prior to such cancellation in the manner prescribed in the above Schedule.

All other terms and conditions of the Policy remain unchanged.

This endorsement, which forms a part of and is for attachment to the Policy issued by the designated Insurers, takes effect on the effective date of said Policy at the hour stated in said Policy, unless another effective date is shown below, and expires concurrently with said Policy.

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CANCELATION/NON-RENEWAL NOTICE FOR OTHER ENTITIES ENDORSEMENT

This endorsement modifies insurance provided under the **Workers Compensation And Employers Liability Insurance Policy**.

All cancelation provisions in the policy addressing the required number of days for cancelation by us or non-renewal by us are amended by the addition of the following:

Schedule

Name of person or organization	Address
City of Jacksonville, Procurement Division	214 N Hogan Street, Room 105 Jacksonville, FL 32202

We will provide written notice of this policy's cancelation to the persons or organizations shown on the above schedule at least:

a. 30 days' notice will be given for notice of cancelation for non-payment of premium.

b. 60 days' notice will be given for notice of cancelation for any other lawful reason.

c. 60 days' notice will be given for non-renewal.

Mailing such notice to the persons or organizations at the corresponding address shown on the schedule will be sufficient to prove notice.

All other terms and conditions of the policy remain unchanged.

This endorsement, which forms a part of and is for attachment to the policy issued by the designated Insurers, takes effect on the Policy Effective Date of said policy at the hour stated in said policy, unless another effective date (the Endorsement Effective Date) is shown below, and expires concurrently with said policy unless another expiration date is shown below.

WC990621

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EXHIBIT A
INDEMNIFICATION

Contractor shall hold harmless, indemnify, and defend the City of Jacksonville and City's members, officers, officials, employees and agents (collectively the "Indemnified Parties") from and against, without limitation, any and all claims, suits, actions, losses, damages, injuries, liabilities, fines, penalties, costs and expenses of whatsoever kind or nature, which may be incurred by, charged to or recovered from any of the foregoing Indemnified Parties for:

1. General Tort Liability, for any negligent act, error or omission, recklessness or intentionally wrongful conduct on the part of the Indemnifying Parties that causes injury (whether mental or corporeal) to persons (including death) or damage to property, whether arising out of or incidental to the Indemnifying Parties' performance of the Contract, operations, services or work performed hereunder; and

2. Environmental Liability, to the extent this Contract contemplates environmental exposures, arising from or in connection with any environmental, health and safety liabilities, claims, citations, clean-up or damages whether arising out of or relating to the operation or other activities performed in connection with the Contract; and

3. Intellectual Property Liability, to the extent this Contract contemplates intellectual property exposures, arising directly or indirectly out of any allegation that the Services, any product generated by the Services, or any part of the Services as contemplated in this Contract, constitutes an infringement of any copyright, patent, trade secret or any other intellectual property right. If in any suit or proceeding, the Services, or any product generated by the Services, is held to constitute an infringement and its use is permanently enjoined, the Indemnifying Parties shall, immediately, make every reasonable effort to secure within 60 days, for the Indemnified Parties a license, authorizing the continued use of the Service or product. If the Indemnifying Parties fail to secure such a license for the Indemnified Parties, then the Indemnifying Parties shall replace the Service or product with a non-infringing Service or product or modify such Service or product in a way satisfactory to Buyer, so that the Service or product is non-infringing.

If an Indemnifying Party exercises its rights under this Contract, the Indemnifying Party will (1) provide reasonable notice to the Indemnified Parties of the applicable claim or liability, and (2) allow Indemnified Parties, at their own expense, to participate in the litigation of such claim or liability to protect their interests. **The scope and terms of the indemnity obligations herein described are separate and apart from, and shall not be limited by any insurance provided pursuant to the Contract or otherwise. Such terms of indemnity shall survive the expiration or termination of the Contract.**

In the event that any portion of the scope or terms of this indemnity is in derogation of Section 725.06 or 725.08 of the Florida Statutes, all other terms of this indemnity shall remain in full force and effect. Further, any term which offends Section 725.06 or 725.08 of the Florida Statutes will be modified to comply with said statutes.

EXHIBIT B
INSURANCE REQUIREMENTS

Without limiting its liability under this Contract, Contractor shall at all times during the term of this Contract procure prior to commencement of work and maintain at its sole expense during the life of this Contract (and Contractor shall require its, subcontractors, laborers, materialmen and suppliers to provide, as applicable), insurance of the types and limits not less than amounts stated below:

Insurance Coverages

Schedule	Limits
Worker's Compensation	Florida Statutory Coverage
Employer's Liability	$ 100,000 Each Accident
	$ 500,000 Disease Policy Limit
	$ 100,000 Each Employee/Disease

This insurance shall cover the Contractor (and, to the extent they are not otherwise insured, its subcontractors) for those sources of liability which would be covered by the latest edition of the standard Workers' Compensation policy, as filed for use in the State of Florida by the National Council on Compensation Insurance (NCCI), without any restrictive endorsements other than the Florida Employers Liability Coverage Endorsement (NCCI Form WC 09 03), those which are required by the State of Florida, or any restrictive NCCI endorsements which, under an NCCI filing, must be attached to the policy (i.e., mandatory endorsements). In addition to coverage for the Florida Workers' Compensation Act, where appropriate, coverage is to be included for the Federal Employers' Liability Act, USL&H and Jones, and any other applicable federal or state law.

Commercial General Liability	$2,000,000	General Aggregate
	$2,000,000	Products & Comp. Ops. Agg.
	$1,000,000	Personal/Advertising Injury
	$1,000,000	Each Occurrence
	$ 50,000	Fire Damage
	$ 5,000	Medical Expenses

Such insurance shall be no more restrictive than that provided by the most recent version of the standard Commercial General Liability Form (ISO Form CG 00 01) as filed for use in the State of Florida without any restrictive endorsements other than those reasonably required by the City's Office of Insurance and Risk Management. An Excess Liability policy or Umbrella policy can be used to satisfy the above limits.

Automobile Liability $1,000,000 Combined Single Limit
(Coverage for all automobiles, owned, hired or non-owned used in performance of the Contract)

Such insurance shall be no more restrictive than that provided by the most recent version of the standard Business Auto Coverage Form (ISO Form CA0001) as filed for use in the State of Florida without any restrictive endorsements other than those which are required by the State of Florida, or equivalent manuscript form, must be attached to the policy equivalent endorsement as filed with ISO (i.e., mandatory endorsement).

Cyber Liability & Data Storage $1,000,000 per Claim and Aggregate

Such insurance shall be on a form acceptable to the City and shall cover, at a minimum, the following:

- Data Loss and System Damage Liability (when applicable)
- Security Liability
- Privacy Liability
- Privacy/Security Breach Response Coverage, including Notification Expenses

Such Cyber Liability coverage must be provided on an Occurrence Form or, if on a Claims Made Form, the retroactive date must be no later than the first date of this Contract and such claims-made coverage must respond to all claims reported within three years following the period for which coverage is required and which would have been covered had the coverage been on an occurrence basis.

Additional Insurance Provisions

A. Additional Insured: All insurance except Worker's Compensation shall be endorsed to name the City of Jacksonville and City's members, officials, officers, employees and agents as Additional Insured. Additional Insured for General Liability shall be in a form no more restrictive than CG2010 and CG2037, Automobile Liability CA2048.

B. Waiver of Subrogation. All required insurance policies shall be endorsed to provide for a waiver of underwriter's rights of subrogation in favor of the City of Jacksonville and its members, officials, officers employees and agents.

C. Contractor's Insurance Primary. The insurance provided by the Contractor shall apply on a primary basis to, and shall not require contribution from, any other insurance or self-insurance maintained by the City or any City members, officials, officers, employees and agents.

D. Deductible or Self-Insured Retention Provisions. All deductibles and self-insured retentions associated with coverages required for compliance with this Contract shall remain the sole and exclusive responsibility of the named insured Contractor. Under no circumstances will the City of Jacksonville and its members, officers, directors, employees, representatives, and agents be responsible for paying any deductible or self-insured retentions related to this Contract.

E. Contractor's Insurance Additional Remedy. Compliance with the insurance requirements of this Contract shall not limit the liability of the Contractor or its Subcontractors, employees or agents to the City or others. Any remedy provided to City or City's members, officials, officers, employees or agents shall be in addition to and not in lieu of any other remedy available under this Contract or otherwise.

F. Waiver/Estoppel. Neither approval by City nor failure to disapprove the insurance furnished by Contractor shall relieve Contractor of Contractor's full responsibility to provide insurance as required under this Contract.

G. Certificates of Insurance. Contractor shall provide the City Certificates of Insurance that shows the corresponding City Contract Number in the Description, if known, Additional Insureds as provided above and waivers of subrogation. The certificates of insurance shall be mailed to the City of Jacksonville (Attention: Chief of Risk Management), 117 W. Duval Street, Suite 335, Jacksonville, Florida 32202.

H. Carrier Qualifications. The above insurance shall be written by an insurer holding a current certificate of authority pursuant to chapter 624, Florida State or a company that is declared as an approved Surplus Lines carrier under Chapter 626 Florida Statutes. Such Insurance shall be written by an insurer with an A.M. Best Rating of A- VII or better.

I. Notice. The Contractor shall provide an endorsement issued by the insurer to provide the City thirty (30) days prior written notice of any change in the above insurance coverage limits or cancellation, including expiration or non-renewal. If such endorsement is not available then the Contractor, as applicable, shall provide said a thirty (30) days written notice of any change in the above coverages or limits, coverage being suspended, voided, cancelled, including expiration or non-renewal.

J. Survival. Anything to the contrary notwithstanding, the liabilities of the Contractor under this Contract shall survive and not be terminated, reduced or otherwise limited by any expiration or termination of insurance coverage.

K. Additional Insurance. Depending upon the nature of any aspect of any project and its accompanying exposures and liabilities, the City may reasonably require additional insurance coverages in amounts responsive to those liabilities, which may or may not require that the City also be named as an additional insured.

L. Special Provisions: Prior to executing this Agreement, Contractor shall present this Contract and Exhibit A & B to its Insurance Agent affirming: 1) That the Agent has personally reviewed the insurance requirements of the Contract Documents, and(2) That the Agent is capable (has proper market access) to provide the coverages and limits of liability required on behalf of Contractor.

5601 Oberlin Drive, Suite #100
San Diego, CA 92121
1 877 630 6638
ipsgroup.com

February 10, 2017

William M. Schaefer
Operations Analyst
City of Jacksonville
231 E. Forsyth Street
Jacksonville, FL 32202

Mr. Schaefer,

IPS Group Inc. is pleased to extend to the City of Jacksonville an invitation to "piggy back" onto the existing contract between IPS Group Inc. and the City of Orlando for parking equipment.

As part to this invitation, I'm providing the Orlando contract for reference.

In addition, a quotation for your specific quantity and desired equipment is attached. Should you need anything else, please don't hesitate to contact me at (479)418-9239.

Best Regards,

Sherry Fountain
Director of Regional Sales
IPS Group Inc.

Quote

Date 2/10/2017
Sales Quote #1702101
Expiration Date 5/10/2017

The Next Generation in Parking

IPS Group, Inc
7737 Kenamar Court
San Diego, CA 92121
Phone 858-568-7768
Cell: 479-418-9239
sherry.fountain@ipsgroupinc.com

TO

William M. Schaefer
Operations Analyst
City of Jacksonville
231 E. Forsyth St.
Jacksonville, FL 32202
phone: (904) 630-2714
email: schaefer@coj.net

Salesperson	Job	Shipping Method	Shipping Terms	Delivery Date	Payment Terms	Due Date
SF		Ground	FOB San Diego	4-6 weeks ARO		

Qty		Description	Unit Price	Line Total
600	M5-SSPM	Model M5 single space meter mechanism w/dome	$450.00	$270,000
600	Warranty	36 month battery warranty	Included at N/C	No Charge
600	Shipping	Shipping to City of Jacksonville	$ 7.50	$ 4,500
331	DMS	12 month (montly recurring)fees. Web Management System & Meter Data Communications ($5.75 x 12 months	$69.00	$22,839
	CC trans	Credit Card transactions will be billed on a monthly basis for the actual number os transactions processed. Transaction fees are 13 cents each.	$0.13 per cc transaction	To be determined based on actual number of transactions.
			Total	$297,339

Quotation prepared by: Sherry Fountain, Director of Regional Sales

This is a quotation on the goods named and service per price proposal.

To accept this quotation, sign here and return: _____

Thank you for your business!

CONTRACT

THIS CONTRACT ("Contract"), effective as of the 16th day of October, 2014, is made by and between the City of Orlando, a municipal corporation existing under the laws of the State of Florida, hereinafter referred to as the "City" and IPS Group, Inc., hereinafter referred to as the "Contractor". For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by the parties, the parties agree as follows:

I. SCOPE

The Contractor is to perform the work ("Work") set forth on the Statement of Work attached as Exhibit "A" attached hereto and incorporated herein by this reference in the manner defined in the Request for Proposal and amendments, if any, the Request for Proposal and any amendments thereto being attached hereto as Exhibit "B", incorporated by reference herein and made a part thereof as fully as if herein set forth. Except as otherwise specified herein, in the Statement or Work, or in the Request for Proposal, the Contractor shall perform the Work in accordance with Contractor's Proposal to the City, attached hereto as Exhibit "C" and incorporated herein by this reference, and shall furnish all materials, tools, equipment, manpower, and consumables to complete the Work. Except for the Work set forth on Exhibit "A" which reflects the configuration and options selected by the City from Contractor's Proposal, no other work, products, services, or options set forth in Contractor's Proposal shall be provided without prior written authorization from the City. The parties acknowledge and agree that during the term of this Agreement, the number of metered spaces and spaces with vehicle detection sensors and other equipment may vary as the City's operational needs change and monthly and other charges which are calculated based upon usage or equipment counts will be based upon the actual quantities for which monthly services are requested by the City and provided by Contractor. The parties agree that the quantities for monthly and other recurring charges which are based upon use or equipment counts shown on Exhibit "A" are estimates attached to this Agreement to reflect unit costs and the options and configurations selected by the City. The City reserves the right to add and remove meters, sensors, and related services during the term of this Agreement and no minimum quantities are guaranteed. Upon execution of this Agreement, the parties shall meet in good faith to discuss and agree upon delivery and installation schedules in accordance with the time frames set forth in the City's Request for Proposals.

II. ORDER OF PRECEDENCE

For the resolution and interpretation of any inconsistencies in this Contract and/or the documents attached hereto and included herein by this reference, the precedence of these documents shall be given in the following order:

1. This Contract with any Attachments, including Addendums(s) and Amendment(s) hereto, but excluding Exhibit "A" (Statement of Work), Exhibit "B" (the RFP) and Exhibit "C" (Contractor's Proposal);
2. Statement of Work (Exhibit "A");
3. City's Request for Proposal (Exhibit "B"); and
4. Contractor's Proposal (Exhibit "C").

III. TERM OF CONTRACT

The period of this Contract shall be for three (3) years, beginning on 10/16/14, and ending on 10/15/17. This Contract may, by mutual written assent of the parties, be extended for two (2) additional twelve (12) month periods or portions thereof, up to a cumulative total of sixty (60) months.

IV. COMPENSATION

The Contractor agrees to provide the services and materials as specified in its proposal to the City at the cost specified in said proposal and amendments, if any. The amount as specified in Exhibit "C", may be increased or decreased by the City under the Extra Work provision of this Contract, through the issuance of an Addendum, if applicable. Unless otherwise provided in this Contract or in any document attached hereto or incorporated herein, any prices specified in this Contract or an Addendum hereto, will remain firm for the term of the Contract or Addendum.

V. PAYMENT

All invoices received by the City are payable within thirty (30) days from receipt, provided they have first been approved by the using department, and such department has accepted the Work. The City reserves the right, with justification, to partially pay any invoice submitted by the Contractor when requested to do so by the using department. All invoices shall be directed to the Accounts Payable Section, City of Orlando, 400 South Orange Avenue, Orlando, Florida, 32801-3302.

NOTE: ALL INVOICES MUST CLEARLY INDICATE THE CITY CONTRACT NUMBER AS STATED HEREIN.

VI. FISCAL YEAR FUNDING APPROPRIATION

A. Specified Period

Unless otherwise provided by law, a contract for supplies or services may be entered into for any period of time deemed to be in the best interest of the City. Payment and performance obligations for succeeding fiscal periods shall be subject to appropriation by City Council of funds therefor.

B. Cancellation Due to Unavailability of Funds in Succeeding Fiscal Periods

When funds are not appropriated or otherwise made available to support continuation of performance in a subsequent fiscal period, the contract shall be canceled and the contractor shall be entitled to reimbursement for the reasonable value of any nonrecurring cost incurred but not amortized in the price of the supplies or services delivered under the contract or otherwise recoverable.

VII. GENERAL CONDITIONS

A. Patents and Copyrights

The Contractor shall pay all royalties and assume all costs arising from the use of any invention, design, process, materials, equipment, product or device in performance of the Work, which is the subject of patent rights or copyrights. Contractor shall, at its own expense, hold harmless and defend the City against any claim, suit or proceeding brought against the City which is based upon a claim, whether rightful or otherwise, that the Work, or any part thereof, furnished under this Contract, constitutes an infringement of any patent or copyright of the United States. The Contractor shall pay all damages and costs awarded against the City.

B. Termination for Default

1. The performance of Work under this Contract may be terminated by the City's Chief Procurement Officer, in whole or in part, in writing, whenever the Chief Procurement Officer shall determine that the Contractor has failed to meet the performance requirements of this Contract, however, such termination shall only be enacted after which the City has provided written notice of failure to meet any performance requirements and the Contract has had at least 30 calendar days to correct any such issues.
2. The Chief Procurement Officer has a right to terminate for default if the Contractor fails to make delivery of the supplies or perform the Work, or if the Contractor fails to perform the Work within the time specified in the Contract, or if the Contractor fails to perform any other provisions of the

Contract, however, such termination shall only be enacted after which the City has provided written notice of failure to meet any performance requirements and the Contract has had at least 30 calendar days to correct any such issues..

C. Termination for Convenience

The City's Chief Procurement Officer may terminate the Contract for convenience with advance written notice to the Contractor. In the event of such a termination by the City, the City shall be liable for the payment of all Work properly performed prior to the effective date of termination.

D. Warranty

The Contractor warrants that the Work including equipment and materials provided shall conform to professional standards of care and practice in effect at the time the Work is performed, be of the highest quality, and be free from all faults, defects or errors. Whenever required by the specifications of the Request for Proposal, the Contractor warrants that all equipment and materials provided shall be new. If the Contractor is notified in writing of a fault, deficiency or error in the Work provided within one (1) year from completion of the Work, the Contractor shall, at the City's option, either reperform such portions of the Work to correct such fault, defect or error, at no additional cost to the City, or refund to the City, the charge paid by the City, which is attributable to such portions of the faulty, defective or erroneous Work, including the costs for reperformance of the work provided by other Contractors.

E. Time of Completion

The parties understand and agree that time is of the essence in the performance of this Contract. The Contractor or City, respectively, shall not be liable for any loss or damage, resulting from any delay or failure to perform its contractual obligations within the time specified, due to acts of God, actions or regulations by any governmental entity or representative, strikes or other labor trouble, fire, or any other causes, contingencies or circumstances not subject to the Contractor's or City's control, respectively, whether of a similar or dissimilar nature, which prevent or hinder the performance of the Contractor's or City's contractual obligations, respectively. Any such causes of delay, even though existing on the date of the Contract or on the date of the start of Work, shall extend the time of the Contractor's or City's performance respectively, by the length of the delays

occasioned thereby, including delays reasonably incident to the resumption of normal Work schedules. However, under such circumstances as described herein, the City's Chief Procurement Officer may at her discretion, cancel this Contract for the convenience of the City.

F. Indemnification and Insurance

1. Indemnity

The Contractor hereby agrees to indemnify and hold harmless the City, its officers, agents, and employees, from and against any and all liability, claims, damages, demands, expenses, fees, fines, penalties, suits, proceedings, actions, and costs of actions, including attorneys' fees for trial and on appeal, and for the preparation of same arising out of the Contractor's, its officers', agents', and employees' acts, or omissions associated with this Contract. None of these indemnification provisions shall require the Company to indemnify the City in any way arising from the City's failure to perform its obligations under this Contract, or from any act of negligence or willful misconduct by the City or any of its officers, officials, employees, agents and independent contractors.

2. Insurance.

a. General Insurance Requirements. Upon execution of this Contract, Contractor shall provide the City with the required Certificate(s) of Insurance in a form(s) acceptable to the City. The Certificate(s) of Insurance shall demonstrate that the Contractor has coverage in accordance with the requirements set forth herein. Insurance coverage must be in force throughout the Contract term. Should Contractor fail to maintain insurance as required or to provide acceptable evidence of insurance within seven (7) days prior to the expiration date of an insurance policy, the City shall have the absolute right to terminate this Contract without any further obligation to the Contractor, however, the the City shall be liable for the payment of all Work properly performed prior to the effective date of termination.. In such event, the Contractor shall remain liable for the coverages required by this contract.

b. Subcontractors. Unless expressly specified otherwise herein or in the City's Request for Proposals, Contractor and its subcontractors of all

tiers will be required at their own expense to maintain in effect at all times during the performance of the Work insurance coverages with limits not less than those set forth below with insurers and under forms of policies satisfactory to the City. It shall be the responsibility of the Contractor to maintain the required insurance coverages and to assure that subcontractors maintain required insurance coverages at all times. Failure of Contractor to maintain adequate coverage shall not relieve it of any contractual responsibility or obligation. The requirements specified herein as to types, limits, and City's approval of insurance coverage to be maintained by a Contractor and its subcontractors are not intended to and shall not in any manner limit or qualify the liabilities and obligations assumed by the Contractor and its subcontractors under a contract. Any insurance carried by the City that may be applicable shall be deemed to be excess insurance and the Contractor's insurance primary for all purposes despite any conflicting provision in the Contractor's policies to the contrary.

c. Certificates of Insurance. Prior to commencing work at the jobsite, and as a condition precedent to the Contractor's and his subcontractors' initiation of performance, the Contractor and its subcontractors shall furnish the City with certificates of insurance.. Contractor certifies that the certificate of insurance (preferably an ACORD certificate of insurance) will accurately summarize all policies providing the required coverage and limits of insurance are in full force and effect, the underlying policies of which shall comply with all insurance requirements of this Agreement, subject to the standard terms and conditions, exceptions and exclusions, of the underlying insurance policies. The certificates shall provide that any company issuing an insurance policy for the work under a contract shall provide not less than thirty (30) days advance notice in writing to the City prior to cancellationof any policy of insurance (except for notice of non-payment of premium for which not less than ten (10) days advance notice in writing shall be required). In addition, the Contractor shall immediately provide written notice to the City upon receipt of notice of cancellation of an insurance policy or a decision to terminate an insurance policy.

Certificates of insurance for a Contractor and subcontractor-furnished insurance and notices of any cancellations of such policies shall be mailed to the attention of the Procurement and Contracts Division at the street address set forth for above for the submission of invoices.

d. Additional Insureds. All insurance coverages furnished under a contract except Workers' Compensation and Employers' Liability and Errors and Omissions shall include the City and its officers, elected officials, and employees as additional insureds with respect to the activities of the Contractor and its subcontractors. The City shall not by reason of their inclusion under these policies incur liability to the insurance carrier for payment of premium for these policies.

e. Waiver of Subrogation. The Contractor and its subcontractors shall require their insurance carriers, with respect to all insurance policies (with the exception of Errors and Omissions), to waive all rights of subrogation against the City, its officers, elected officials, agents and employees and against other Contractors and subcontractors.

f. Types of Coverage to be Provided. The Contractor (and its subcontractors to the same extent and on the same terms as set forth below for Contractor) shall maintain the following coverages and furnish the certificate(s) of insurance on the policies and renewals thereof which indicate that insurance coverage has been obtained meeting the requirements of the contract.

(i) Workers' Compensation and Employer's Liability. This insurance shall protect the Contractor against all claims under applicable state workmen's compensation laws. The Contractor shall also be protected against claims for injury, disease, or death of employees as required by statutory law. This policy shall include an "all states" or "other states" endorsement. Exemption certificates shall be accepted if valid during the term of the contract, but only for those eligible corporate officers pursuant to Chapter 440 of the Florida Statutes. Proof of workers' compensation coverage must still be provided for all employees, sub-contractors not eligible for exemption. The liability limits shall not be less than:

Workers' compensation:	Statutory
Employer's Liability:	$100,000 each occurrence

(ii) Comprehensive Automobile Liability. This insurance shall be written in comprehensive form and shall protect the Contractor and the additional insureds against all claims for injuries to members of the public and damage to property of others arising from the use of motor vehicle, and shall cover operation on or off the site of all motor vehicles licensed for highway use, whether they are owned, non-owned, or hired. The liability limits shall not be less than:

Bodily injury and Property damage:	$1,000,000 combined single limit each occurrence

(iii) Commercial General Liability. This insurance shall be an "occurrence" type policy (excluding automobile liability) written in comprehensive form and shall protect the Contractor and the additional insureds against claims arising from bodily injury, sickness, disease, or death of any person or damage to property of the City or others arising out of any act or omission of the Contractor or its agents, employees, or subcontractors. This policy shall also include protection against claims insured by usual bodily injury liability coverage, a "contractual liability" endorsement to insure the contractual liability assumed by the Contractor under this Contract with the City, and "completed Operations and Products Liability" coverage (to remain in force for 2 years after final payment and subsequent to project completion). If the Contractor's work, or work under its direction, requires blasting, explosive conditions, or underground operations, the comprehensive general liability coverage shall contain no exclusion relative to blasting, explosion, collapse of structures, or damage to underground property. The liability limits shall not be less than:

Bodily injury and Property damage:	$1,000,000 combined single limit each occurrence

G. Acceptance

The City will be deemed to have accepted the Work after the City's Chief Procurement Officer is notified by the using City department of its satisfaction that the work for their respective department is completed, and shall automatically be deemed to be accepted within 30 days after delivery unless otherwise notified of any non-conformance.

H. Correction of Work

The Contractor shall promptly correct all Work rejected by the City as failing to conform to this Contract, during the Warranty period. The Contractor shall bear all costs of correcting such rejected Work during the Warranty period.

I. Right to Audit Records

The City shall be entitled to audit the books and records of Contractor or any subcontractor to the extent that such books and records relate to the performance of the contract or any subcontract. The Contractor and its subcontractors shall retain and maintain financial records and other records relating to the contract for a period of five (5) years from the date of final payment under the contract and by the subcontractor for a period of five (5) years from the date of final payment under the subcontract unless a shorter period is otherwise authorized in writing by the City. If any litigation, claim, negotiation, audit or other action involving the records has been started before the expiration of the 5-year period, the records must be retained until completion of the action and resolution of all issues which arise from it, or until the end of the regular 5-year period, whichever is later.

J. Time is of the Essence

The parties agree that time is of the essence in the completion of the Work called for under this Contract. The Contractor agrees that all Work shall be executed regularly, diligently, and uninterrupted at such a rate of progress as will ensure full completion thereof within the time specified.

K. Information

All information and data furnished to or developed for the City by the Contractor or its employees, pursuant to this Contract, excluding previously copywritten materials, shall be the sole property of the City and all rights therein are reserved by the City, except that the Contractor may disclose any such information to its corporate affiliates and their agents.

L. Extra Work

1. Requested by City

The City, without invalidating this Agreement, may order changes in the Work within the general scope of this Agreement consisting of additions, deletions, or other revisions, the Agreement price and time being adjusted accordingly. All such changes in the Work ordered by the City shall be authorized by written Addendum to this Agreement, and shall be executed under the applicable conditions of the Agreement.

2. **Additional Work Discovered by Contractor**

If the Contractor plans to make a claim for an increase in the Agreement price based upon new or unforeseen circumstances which result in the need for additional work outside the scope of the original Work, Contractor shall first before providing any additional goods or services related to such additional work give the City written notice thereof and secure the prior written approval of the City's Chief Procurement Officer. No claim for extra work will be considered valid by the City unless first submitted in writing and approved in writing by the City's Chief Procurement Officer.

M. Familiarity With The Work

The Contractor by executing this Contract, acknowledges full understanding of the extent and character of the Work required and the conditions surrounding the performance thereof. The City will not be responsible for any alleged misunderstanding of the Work to be furnished or completed, or any misunderstanding of conditions surrounding the performance thereof. It is understood that the execution of this Contract by the Contractor serves as its stated commitment to fulfill all the conditions referred to in this Contract.

N. Title and Risk of Loss

The title and risk of loss to the Work shall pass from the Contractor to the City upon the City's final acceptance of the Work. For any hardware purchased pursuant to this Contract, risk of loss for such hardware shall pass from the Contractor to the City upon delivery to a City designated location.

VIII. MISCELLANEOUS PROVISIONS

A. The Contractor shall not employ subcontractors without the advance written permission of the Chief Procurement Officer.

B. Assignment of this Contract shall not be made without the advance written consent of the Chief Procurement Officer.

C. The Contractor shall comply with all applicable federal, state and local laws,

ordinances, rules and regulations pertaining to the performance of Work under this Contract.

D. No waiver, alterations, consent or modification of any of the provisions of this Contract shall be binding unless in writing and signed by the Chief Procurement Officer or designee.

E. The Contractor is to procure all permits, licenses, and certificates, or any such approvals of plans or specifications as may be required by federal, state and local laws, ordinances, rules, and regulations, for the proper execution and completion of the Work under this Contract.

F. All disputes between the parties shall be resolved in accordance with the City's Procurement Code, (Chapter 7 of the City Code).

G. This Contract is considered a non-exclusive Contract between the parties.

H. This Contract is deemed to be under and shall be governed by, and construed according to, the laws of the State of Florida.

I. Any litigation arising out of this Contract shall be had in the Courts of Orange County, Florida.

J. The undersigned hereby certifies that this Contract is made without prior understanding, agreement or connection with any corporation, firm or person who submitted proposals for the Work covered by this Contract and is in all respects fair and without collusion or fraud. As to Contractor, the undersigned hereby warrants and certifies that they are authorized to enter into this Contract and to execute same on behalf of the Contractor as the act of the said Contractor.

K. This Contract, including any Exhibits hereto, contains all the terms and conditions agreed upon by the parties. No other agreements, oral or otherwise, regarding the subject matter of this Contract shall be deemed to exist or to bind either party hereto.

L. The City's Chief Procurement Officer or written designee shall have authority to act on behalf of the City in matters related to this Contract, including but not limited to the sending and receiving of any notices required hereunder.

M. If any section, sentence, clause, phrase, provision, or other portion of this Contract is, for any reason, held invalid or unconstitutional by a court or other body of competent jurisdiction, such portion shall be deemed a separate, distinct, and independent provision and such holding shall not affect the validity of the remaining portions of the Contract.

N. This Contract is solely for the benefit of the parties to the Contract and no causes of action shall accrue upon or by reason hereof to or for the benefit of any third parties.

****

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands and seals on the date first written above.

PROCUREMENT AND CONTRACTS DIVISION
CITY OF ORLANDO, FLORIDA

By: _____
Chief Procurement Officer

DAVID BILLINGSLEY, CPSM, C.P.M.
Name, Typed or Printed

Date: October 16, 2014

APPROVED AS TO FORM AND LEGALITY
for the use and reliance of the
City of Orlando, Florida, only.

Date: October 13, 2014

_____
ASSISTANT CITY ATTORNEY
ORLANDO, FLORIDA

****

CONTRACTOR

By: _____
Signature

Chad P Randall, Corporate Secretary & COO
Name & Title, Typed or Printed

CORPORATE SEAL

IPS Group Inc.
Name of Company, Corp., etc.

5601 Oberlin Drive, Suite 100
Mailing Address

San Diego, CA 92121
City, State and Zip

858.404.0607
Area Code/Telephone Number

chad.randall@ipsgroupinc.com; sales@ipsgroupinc.com
Email Address

STATE OF CALIFORNIA

COUNTY OF SAN DIEGO

The foregoing instrument was acknowledged before me this 9th day of OCTOBER, 2014, by Chad P Randall, as the Corporate Secretary & COO, on behalf of IPS Group Inc.

He/she (is) personally known to me or (has) produced CALIFORNIA DRIVER'S LICENSE (type of identification)

WITNESS my hand and official seal this 9th day of OCTOBER, 2014.

(SEAL) ANGEL PADO ANTONIO
COMM #1909006
NOTARY PUBLIC-CALIFORNIA
SAN DIEGO COUNTY
My Commission Expires
OCTOBER 19, 2014

_____
Signature of Person Taking Acknowledgment

ANGEL PADO ANTONIO
Typed, Printed or Stamped Name of Person Taking Acknowledgment

My Commission Expires:

EXHIBIT "A"

Statement of Work

IPS GROUP
Parking & Telecommunications

The Next Generation in Parking

Quote

Date 9/30/2014
Sales Quote #140923

IPS Group, Inc
5601 Oberlin Drive, Ste 100
San Diego, CA 92121
Phone 858-568-7768
Cell: 479-418-9239
sherry.fountain@ipsgroupinc.com

TO City of Orlando
Parking Division
Orlando, FL

Re: RFP 14-0312

Salesperson	Job	Shipping Method	Shipping Terms	Delivery Date	Payment Terms	Due Date
SF		Ground	FOB San Diego	TBA	Net 30 days	

Qty	Item #	Description	Unit Price	Discount	Line total
1100	M5-SSPM	Model M5 single space meter mechanism w/dome	$450.00		$495,000.00
1100	Warranty	36 month meter battery warranty*	Included at N/C		No Charge
1100	Shipping	Shipping to City of Orlando specified delivery site.	$ 7.50		$8,250.00
1	Chgr	M5 Battery Recharger	$114.00		$114.00
562	SNSR	Vehicle Detection Sensors (sensors & installation)	$275.00		$154,550.00
1	PBC	Pay-By-Cell (ParkMobile)	Fees Paid by Cell User		Fees Paid by Cell User
1	Pkg App	ParkMe Guidance Application (Up-Front Costs)	$8750.00		$8750.00
		*36 month meter warranty is based on standard meter application without sensors and real time reporting. Real time sensor reporting will result in battery life warranty of 12 months. Pay-by-Cell real time data push to meter may reduce battery life to less than 12 months depending on location and operating parameters.			
				Total Discount	
				Subtotal	$666,664.00
				Sales Tax	
				Total	$666,664.00

Quotation prepared by: Sherry Fountain

This is a quotation on the goods named and service per price proposal.

To accept this quotation, sign here and return: _____

Thank you for your business!

IPS GROUP
Parking & Telecommunications

The Next Generation in Parking

Quote

Date10/2/2014
Sales Quote #141002
Expiration Date 1/2/2015

IPS Group, Inc
5601 Oberlin Drive, Ste 100
San Diego, CA 92121
Phone 858-568-7768
Cell: 479-418-9239
sherry.fountain@ipsgroupinc.com

TO

City of Orlando
Parking Division
Orlando, FL

Re: RFP 14-0312

Salesperson	Job	Shipping Method	Shipping Terms	Delivery Date	Payment Terms	Discount
SF				TBA	Net 30 days	

Qty	Item #	Description	Unit Price		Line total
1100	DMS	12 month (monthly recurring) fees. Web Management System & meter data communications. (5.75 per meter per month x 12 months) Historical Data will be provided yearly, upon request, to city in a Microsoft Access file at no charge, for easy access to stored data.	69.00		$75,900.00
562	SNSR	12 month (monthly recurring) communication fees Sensor base data fee ($3.50 per sensor per month x 12 months)	42.00		$23,604.00
562	RLTME	12 month purchase of Real-Time Sensor communications data fee. ($2.75 per sensor per month x12 months)	33.00		$18,546.00
12	CC trans	*Credit Card transactions will be billed on a monthly basis for the actual number of transactions processed. Transaction fees are 13 cents each. This price is based on the assumption of 1000 per month x 12 months. **City is responsible for any set up, maintenance or additional fees charged by City's bank or merchant processor.	130.00		$1,560.00
12	ParkMe	Monthly Data Maintenance Fee ParkMe Guidance App. For up to 600 meters/sensors. Current Calculations based on quantity of 562 spaces ($1.80 per meter per month x 562)	1011.60		$12,139.20

Subtotal	$131,749.20
Sales Tax	
Total	$131,749.20

Quotation prepared by: Sherry Fountain

This is a quotation on the goods named and service per price proposal.

To accept this quotation, sign here and return: _____

Thank you for your business!

Orlando, Florida

On-Street Monitoring Pricing Proposal
(Updated October 3rd, 2014)

Service Options	Approx. 562 Metered Spots
Implementation Fee: Analyze , Integration of Meter Data, Mapping Meter Locations, Interface with City Staff and Meter Provider, Reorganize Orlando City Data to Integrate With ParkMe System and Write Code to Automate Data Integration (One Time Charge *)	~~$3,500.00*~~ $2,500*
Mobile Payment Integration: Provide Button Within Orlando City Pages in ParkMe Mobile App to Allow Users to Pay for Parking "by Phone" by Starting Up / Linking Into Pay-by-Phone App	$750.00
"Heat Mapping" (Real-Time Occupancy Correlation) for 562 Smart Meters Within ParkMe Application (Depending upon API being provided – need technical team to conduct discovery to determine level of effort needed)	~~$10,000.00*~~ $5,000*
Additional Implementation Fee: For Custom API's	~~$125.00 Per Hour **~~
Monthly Data Maintenance Fee: Monitoring for New / Removed Meters, Meter Interfaces **Assumes: Orlando is obligated to provide updated information on once per monthly basis.**	~~$2.75~~ $1.80 Per Meter, Per Month for up to 600 Metered Spaces Per Month
Mobile App Integration Fee: Integrate City Meter Locations in ParkMe Mobile Application.	$500.00*
Annual Maintenance for ParkMe Mobile App Integration	No Charge
~~**Custom Mobile App Development**~~	~~$25,000 IOS~~ ~~$30,000 Android~~
~~**Annual Maintenance for Custom Mobile App**~~	~~$2,500 per single App or~~ ~~$4,500 for Both~~
Orlando Off-Street –City Owned Garages integrated into ParkMe web and mobile applications (City to provide data)	No Charge

Total Up-Front Costs: ~~$14,500~~ $ 8,750.00 (Assumption: 562 meters with sensors)
Total Monthly Costs: ~~$1,545.50~~ $ 1,011.60

* - One Time Fee

** - Estimate to be provided to City for approval. This is required only for meter manufactures that have not yet provided API link to ParkMe.

EXHIBIT "B"

City's Request for Proposal

REQUEST FOR PROPOSAL

FOR

SINGLE-SPACE PARKING METER MECHANISMS WITH CREDIT CARD ACCEPTANCE, WEB-BASED MANAGEMENT, AND VEHICLE DETECTION SYSTEM

RFP14-0312

Issued By:
City of Orlando
Procurement and Contracts Division
400 South Orange Avenue, Fourth Floor
Orlando, Florida 32801
(407) 246-2291
Fax (407) 246-2869
Website: http://www.cityoforlando.net/admin/purchasing/index.htm

Date of Issue: June 27, 2014
Due Date/Time for Receipt of Proposals:
July 24, 2014 2:00 p.m., Local Time, City of Orlando, FL

REQUEST FOR PROPOSAL INFORMATION

The Procurement and Contracts Division is the official source to obtain information relating to City of Orlando solicitations. It is incumbent on the Proposer to obtain solicitation and current award information prior to and after the scheduled opening date of a Request for Proposal. Information is updated daily as it becomes available. An award, or recommendation of award, may be made at any time after the scheduled opening date of a Request for Proposal. You may obtain award and other solicitation information in a variety of ways:

1. There are currently two Internet sites available to obtain RFP Selection Committee rankings, Notice of Intended Action for award and other information:

   A. The City of Orlando Procurement and Contracts Division's Website: http://www.cityoforlando.net/admin/purchasing/solicitations.htm
   If you are interested in obtaining solicitation information, copy and paste the above link into your web browser and click on **View Current Bids**. Please remember that you must keep your registration information up to date in order to continue to receive notifications of bidding opportunities that meet your commodity code selections.

   B. Direct link to eSupplier ProposerLink Website: https://esupplier.cityoforlando.net/Proposer/common/default.aspx
   You may also access the same solicitation information by visiting the City's eSupplier ProposerLink website directly by copying the above link in your web browser.

2. You may visit the Procurement and Contracts Division to obtain award information, solicitation packages, addendums, and other documents. Our office is located at:

   City of Orlando
   Procurement and Contracts Division
   400 South Orange Avenue, Fourth Floor
   Orlando, Florida 32801

3. You may also call the Procurement and Contracts Division at (407) 246-2291, during normal business hours, to request award and other solicitation related information.

We appreciate your interest in doing business with the City Beautiful and wish you much success with your business ventures.

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REQUEST FOR PROPOSAL ENVELOPE LABEL:

Complete the label below with all appropriate information and affix it to the outside of the envelope containing your Request for Proposal submittal. This will assist in the proper processing of the submittal and avoid revealing the contents of that envelope until the official solicitation opening time and date.

PROPOSAL ENCLOSED
(To be opened by Procurement official noted below)

Respondent's Name: _____
Respondent's Address: _____
_____
Respondent's Telephone Number: (_____)_____

City of Orlando
Procurement and Contracts Division
Attention: David Billingsley, CPSM, C.P.M.
Chief Procurement Officer
C/O Purchasing Agent: Diane Wetherington
400 S. Orange Ave., 4th Floor
Orlando, Florida 32801

Solicitation No.: **RFP14-0312**
Solicitation Title: **SINGLE-SPACE PARKING METER MECHANISMS WITH CREDIT CARD ACCEPTANCE, WEB-BASED MANAGEMENT, AND VEHICLE DETECTION SYSTEM**
Solicitation Due Date & Time:
July 24, 2014, 2:00 P.M., Local Time, City of Orlando, FL

REQUEST FOR PROPOSAL FOR SINGLE-SPACE PARKING METER MECHANISMS WITH CREDIT CARD ACCEPTANCE, WEB-BASED MANAGEMENT, AND VEHICLE DETECTION SYSTEM

1.0 DESCRIPTION OF PROJECT:

The City of Orlando is seeking proposals to purchase 1,100 credit card enabled single space parking meter mechanisms & 562 vehicle detection sensors to upgrade & replace the existing single space electronic parking meters. The new mechanism must be retrofitted into its current (Duncan model 90) single space meter housings without any changes to key/lock systems, coin vault or cash collection operation. The only anticipated changes will be the meter mechanism and the meter top cover (meter dome).

2.0 BACKGROUND AND STATISTICAL INFORMATION:

The City of Orlando is a 111.2 square mile area that covers a total of 71,140 acres. With its central location in the region and the State, Orlando is easily accessible from Interstate 4, Florida Turnpike, East/West Expressway and the Beach line Expressway.

The Mission of the City of Orlando is to enhance the quality of life in the City by delivering public services in a knowledgeable, responsive and financially responsible manner.

The City of Orlando's Parking Division oversees the parking operations for the Downtown areas of the City of which there are approximately 1100 metered parking spaces. The hourly rates for the City are enforced 24/7. The current City meters offer only coin or the manufacturer's smartcard as payment options. The on-street parking space is configured as a single-space meter, the customer parks, goes to the single-space meter, and inserts the payment required to purchase the desired amount of time up to the maximum time limit. The customer is not required to perform any additional steps. This RFP is for single-space parking meters only.

3.0 TERM OF CONTRACT:

It is the intent of the City to award a Contract for a three (3) year term to begin upon approval and execution by the City. The Contract may, by mutual assent of the parties, be extended for two (2) additional twelve (12) month periods or portions thereof, up to a cumulative total of sixty (60) months.

4.0 PROPOSAL SCHEDULE:

The following is the scheduled calendar of events with important dates and times. Dates are subject to change by the Chief Procurement Officer ("CPO") of the Procurement and Contracts Division or designee, at their sole discretion. If the Procurement and Contracts Division determines that it is necessary to change these dates/times prior to the Proposal due date, the change will be announced via an addendum.

Action:	Date:
RFP Released	June 27, 2014
Pre-Proposal Conference	July 10, 2014 @ 10:00 a.m., Local Time
Cut-off date for Questions by Respondents	July 14, 2014 @ 5:00 p.m., Local Time
Proposal Due Date and Time	July 24, 2014 @ 2:00 p.m., Local Time
Review and Evaluation of Proposals	August 2014

5.0 MANDATORY MINIMUM QUALIFICATIONS:

The following mandatory minimum qualifications have been established. Subject to the City's right to waive minor irregularities, Proposers that do not meet the mandatory minimum qualifications will be deemed non-responsive and will not be considered for further evaluation.

1. The Contractor must be actively in business performing similar services for at least five years.
2. Contractor must have installed a similar system as proposed in these specifications at (3) locations with a minimum of 1000 meters in total.

6.0 SCOPE OF SERVICES AND TECHNICAL REQUIREMENTS:

Proposals shall be based on the purchase of up to 1100 credit card enabled single space parking meter mechanisms with 562 vehicle detection sensors as well as any freight charges, sensor installation or setup fees, software costs and any other related one-time costs associated with the purchase, installation and operation of the meters.

Proposals shall also include any recurring pricing (as long as meters are in existence) necessary for the operation, maintenance or use of the meters including, but not limited to, any software license fees, communication fees, and credit card transaction fees.

A vehicle detection system shall be installed for (562) of the (1100) meters at locations determined by the City. They are to operate whereby the sensor is installed on the meter pole, or embedded into the parking space. Additionally, the City prefers the vehicle detection system to operate wirelessly and communicate through the wireless capability of the single-space meter mechanism. Preference will be given to the Proposer submitting this type of system. The vehicle detection system shall be installed by the Proposer and shall be included in their cost.

Proposals shall include pay-by-cell phone feature. Any meter system installed must have the ability to push any time purchased from a remote payment device or smart phone directly to the meter such that the payment of the meter is transparent for the purposes of enforcement. Additionally, if so desired, a user may register for a service that would allow for delivery of a receipt after payment with a credit card as well as a notification prior to meter expiration for the purposes of adding additional time to the meter remotely. Proposers must provide a pay-by-cell phone Proposer that integrates with their meter for additional customer convenience options as part of their proposal.

METER MECHANISM SPECIFICATIONS:
Upon request, all Proposers shall ensure and provide documentation that all products will comply with the specifications contained herein. Any deviation from the specifications shall be noted in the proposal.

1. General Specifications

   Single-space parking meters must have the following primary features.

   Single space parking meters must be capable of accepting payment via coins, credit cards and debit cards (non-pin), and contact smart card at the meter terminal. Credit card shall include Visa and MasterCard, American Express and Discover payment capabilities. It is the Contractor's responsibility to provide the visual information (i.e. stickers, etc.) to alert the public that credit cards are accepted at the meter.

   Meters shall be wirelessly networked via the cellular network (3G or better modem) and connected to a web-based management system. No additional customer software other than an Internet browser shall be required to access the management system. All proposals shall include a single or multiple wireless cellular network service provider that the Proposer feels that his meters will have the most reliable signal and widely available coverage at locations the meters will be installed. Proposals may be rejected if the cellular network service provider identified in a proposal cannot provide adequate coverage at the desired locations. All data transfer and credit card processing must be in real-time.

   The City prefers Single space meters use a solar panel and combination rechargeable/back-up battery pack to provide reliable, continuous, ongoing power and backup power so that the meter is functioning 100% of the time.

   Single space meters shall wirelessly notify parking operations staff of any faults, such as low battery, a card reader or coin validator jam, via a text message, email, or both. Meter mechanisms and associated top cover (dome) will retrofit to the City's currently installed meter housing base without modification to the existing base or housing. Meter mechanisms shall fit Duncan Housing Model 90.

   City of Orlando staff will install the meter mechanisms.

2. Operation and Rates

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

   a. 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 will not require City staff to interface with the meters to accomplish such a rate update.
   b. MULTIPLE-RATES – varied or escalating rates throughout the day, up to a minimum of 6 times. This can include Tow-Away, No Parking, Event, Reserved, 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 will not require City staff to interface with each individual meter to accomplish such a rate update.

c. EVENT PARKING – meters can be programmed to accept event parking rates, such that flat rate payment will enable the vehicle to park for a pre-determined amount of time. For example, $10 for a sporting event, such that the rate begins at 6pm and the $10 results in the meter being paid for the duration of the event.
d. RATE DISPLAY- The mechanism shall be capable of displaying the rates per hour, maximum stay (time period), and other customized messages or graphics on the meter LCD.
e. CHANGES/UPDATES - all rate structures, maximum stay (time limits), available payment methods, and hours of meter operations shall also be managed and updated via a web-based management system, providing remote management capability.

3. Graphical Display

a. Single space parking meter shall have a graphical liquid crystal display (LCD) which is capable of displaying metered time (format of HH:MM, including negative time capability), parking rates and maximum stay period messages, current time of day (including time when meter will expire), as well as other alpha-numeric messages depending on the status of the meter.
b. The LCD displays must 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.
c. Front display shall be visible by motorists to support ADA compliance considerations.
d. For increased visibility in low-light conditions, the LCD shall be backlit. Backlight will be enabled automatically via light sensitivity, and will require no additional settings to be adjusted. Additionally, backlight will only be enabled during a transaction in order to conserve battery power.
e. In addition, a UV resistant (non-yellowing) polycarbonate material should be used to protect the LCD and solar panel.
f. The polycarbonate material must be treated with an anti-fog coating to maximize the user's ability to interact with the display at all times.
g. In the event of a coin jam, meter will continue to allow payment via credit card or debit card. In the event of a card reader jam, meter will continue to allow payment via coins.

   In either event, the meter must be able to wirelessly notify maintenance staff of the location and type of jam via email, text message or both. In the event that both a coin jam and card reader jam are present, the meter will display "Out of Order". All messages can be remotely updated and programmed via web-based management system.

4. Expiration Indication

Enforcement shall be managed via flashing LEDs. Additional LEDs should also be available on the front of the meter to provide the user with a visual indicator of paid vs. unpaid status. Such a feature will also assist with on-street enforcement.

Meters shall have ability to be remotely programmed the expiration grace period, duration of flashing LEDs, and other LED operating parameters via web-based management system.

5. Coin Validation

   a. Electronic parking meter shall be fully electronic with solid state components and straight down, free-fall coin chute. Standard coin recognition shall include only US denominations of $0.05, $0.10, $0.25 and $1.00 coins. The meter should also incorporate a feature that will count invalid coins, such as washers, gaming tokens, etc., so that the City may monitor the areas where this kind of activity is taking place. No time will be given for these fraudulent coins.
   b. 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. In the event of a jam, the meter must have the ability to notify City staff of a jam via email, text message or both.

6. Power

   a. Single space meters shall be equipped with an integrated solar panel recharge system. This solar panel will be incorporated into the inside of the meter housing, in order to prevent damage due to operating conditions or vandalism.
   b. Battery pack shall consist of a combination rechargeable/back-up battery pack to provide reliable, continuous, ongoing power and backup power so that the meter is functioning 100% of the time. The battery pack is expected to have a minimum life capability of 12-36 months without replacement (depending on wireless features enabled in single space meter model). Proposer shall supply an ac charging unit to keep spare rechargeable batteries fully charged.

7. Credit Card Payment

   a. Payment with a credit card must utilize a hybrid card reader built into the single-space meter mechanism. The hybrid card reader will allow for use of both magnetic stripe credit card and smart card. Users will insert (smart card) or insert/remove (credit card) the card to start the payment process. Users will then have the ability to toggle up (add time) or down (less time) to select the amount of time to be purchased, up to the maximum and down to the minimum metered time. Users can then select "OK" to purchase, or can press "CANCEL" to stop the transaction.
   b. For ease of installation and security, the credit card reader shall be integral to the mechanism design and shall not require any additional modification to the meter housing to install.
   c. The Contractor shall provide secure and reliable gateway service to provide for secure (encrypted) credit card data transmission to the City's merchant account provider.
   d. Credit card data transmission shall meet the Payment Card Industry (PCI) Data Security Standards and Contractor shall provide evidence of PCI-DSS Level 1 certification. All data transfer and credit card processing must be in real-time.

e. If a third party Proposer is used for the payment gateway services, Contractor must provide the name of the payment gateway provider, and the terms and conditions of Contractor's agreement with the gateway service provider must be included in the proposal. In addition, City must be able to have access to the gateway provider website in order to obtain bank submissions for credit card settlements.

8. Wireless Data and Management System

a. Each meter shall be individually capable of transmitting wireless data (3G or better modem) 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 must be integral to the meter mechanism design and shall not require a secondary connection to a wireless device.
b. Updates to meter software, such as meter firmware and operating software, must be able to be performed wirelessly and will not require City staff to interface with each individual meter to accomplish such an update. Any pricing associated with software upgrades must be submitted prior to implementation.
c. The Back Office Single-Space Meter Management System shall provide operational control by the City. It shall not be dependent on the interaction of individual handheld devices and each meter in the field. Management system must be completely web-based system accessible via desktop computer, laptop computer, or handheld wireless device to authorized personnel. No additional software other than an internet browser shall be required for the management system to be accessed and fully used in conjunction with the single-space meter products. This shall provide access to the meter management system from authorized user 24/7 over the web.
d. Warnings and alarms shall be communicated from the meter to the back office system in real time.
e. Management system is expected to provide a variety of reports to include financial, technical, and administrative functions via a single web-portal. No additional software will be required to access and update the meter system, other than access to an Internet browser. Reports should include, but are not limited to:
   (1) Credit card reconciliation (daily, weekly, monthly, annually)
   (2) Cash collection reports (by date, time, pole, and collector)
   (3) Revenue Summary reports (daily, weekly, monthly, annually, by zone, route, street or pole)
   (4) Coin box level (% full)
   (5) Individual transactions (cash or credit) by pole
   (6) GPS location of meters on a map with statistical mouse-over feature
   (7) Ability to change text on LCD remotely
   (8) Adjudication Reports
   (9) Ability to change rates and other operating parameters remotely via the internet
   (10) Meter uptime (over time, by zone, street, and pole)
   (11) Maintenance software for logging Service requirements over time
   (12) Meter paid occupancy reports
   (13) Cumulative totals of all cash and card transactions & percentage of total
   (14) Exception reports for units not performing as required (communications or payment faults)
   (15) Access to Help materials and User Manuals shall be available on-line

9. Additional Desired Features

   a. Meter shall allow for the use of additional cards to be used with the same hybrid credit card / contact smart card reader for the purposes of accessing meter diagnostics, cash collection, and allow for time to be added to the meter during a maintenance event without affecting the revenue audit. The use of these cards must be logged and can be presented as one of the report options in the web-based management system. Other methods that meet the requirements of this section and subsections but use something other than cards will be accepted.
      (1) Diagnostics Card: with the use of a diagnostics card, and without opening the meter housing, the meter must provide specific information relating to the current meter operating status. Features shall include the ability to:
         (a) View the current assigned meter configuration and software version
         (b) View the battery level (for rechargeable and non-rechargeable) and solar panel charge level
         (c) Test the operating condition of the card reader
         (d) Test the operating condition of the coin validator
         (e) Test the integrated wireless communications
         (f) Allow for the meter to be turned off

      (2) Coin Collection Card: with the use of a coin collection card, and without opening the meter housing, the meter must allow for the user to clear the coin box counter at the time of cash collection. The effect of this card is to provide a cash audit feature that is available in the web-based management system that will allow visibility of the time, card used, cash value collected, and a detailed summary of the coin types collected.
      (3) Meter Maintenance Card: with the use of a meter maintenance card, and without opening the meter housing, the meter maintenance card must allow the maintenance staff to put time on the meter to compensate a motorist in the event of meter maintenance activity. The time put onto the meter will not affect the revenue audit, but can be logged and displayed in the web-based management system.

   b. The meter mechanism shall have the capability to communicate with an Radio Frequency Identification (RFID) tag or data key mounted inside of the meter housing such that the meter will automatically know where it is located and be able to download its pole specific location configuration (rates, display information, max stay period, etc.) from the host server based upon information stored on the RFID tag or data key. Other methods to accomplish the intent of this section will be accepted if they perform the same function in substantially the same manner as noted above.

10. Meter Top Cover (Meter Dome)

    The upper housing dome shall be made of adequate material such as ductile iron or Zinc die cast material, which provides exceptional weather protection and resistance to vandalism. It shall lock in place using same lock/key system in place today. A window will provide clear view of the digital display and must be made of polycarbonate, UV stabilized to resist yellowing and internally coated to prevent fogging. The outer surface of the meter top cover is painted with an automotive grade material, which provides excellent resistance to weather and salt-water, fading from sunlight, and shall provide a tough, scratch-resistant and easily cleaned surface.

11 Integrated Vehicle Detection System

a. Vehicle Detection. The meter must be compatible with a vehicle detection system whereby the sensor is installed on the meter pole, integrated into the meter mechanism, or is wirelessly installed in the street with a core drill no larger than 4 inches. Additionally, the City prefers the vehicle detection system operates wirelessly and communicate through the wireless capability of the single-space meter mechanism. All data transfer must be in real-time.
b. The vehicle sensor system must be able to easily be audited for accuracy by providing a visual indication of the presence or absence of a vehicle in each space on the display of each associated meter. The vehicle detection system shall have an accuracy of 90+%.
c. The vehicle sensor shall be designed to be resistant to vandalism and intentional damage. Specifically, the sensor shall be fully encapsulated to prevent damage to weather and other environmental factors.
d. The vehicle detection system must allow the City the option to reset a meter of any remaining time upon departure of a vehicle, add courtesy time to a meter upon arrival of a vehicle, provide notification of a parked vehicle that does not pay for parking, and provide notification of a parked vehicle that overstays the paid meter time. Additionally, the system must provide web-based reports that are integrated in the meter management system. Such reports should include but not limited to the following:
   (1) Occupancy, Paid, Unpaid, and in violation
   (2) Duration of Parking Events
   (3) Meter reset events
   (4) Violation Reporting
   (5) Maps of Parking Availability
e. Sensors proposed to be implemented in City streets shall be no greater than 4 inches in diameter. Note: the pavement of many streets in the sensor required areas are of a brick surface.

12. Warranty and Support

a. The warranty shall be comprehensive and cover any defects in materials or workmanship, and shall include all associated parts of the mechanism, including but not limited to, credit card reader, coin chute, batteries, solar panels, and include the vehicle detection system sensors.

   The Proposer shall describe how defective meter mechanism shall be returned/exchanged during the warranty period. This includes defective sensors with removal and re-installation cost. The warranty shall be a minimum of (12) months. Copies of the standard warranty, as well as any additions or exceptions shall be included with the proposal.
b. Proposer shall provide Technical support and training from the manufacturer or through an authorized representative during the warranty period at no additional cost to the City. Training to include maintenance of the meters, and how to utilize associated back office management software. Initial training and setup will require a representative be present at the City to assist with getting the meters on-line and training staff on the use of the software. The Proposer shall submit a recommended training schedule for four (4) meter shop personnel and ten (10) software users.

Additional technical support may be provided by telephone, email or other means and will not necessarily require the presence of a representative at the City. Proposals should include an explanation of how technical support will be provided and whether it is 24/7.

c. Proposer shall guarantee delivery, installation of all meters, and fully operational back-office system within (60) days of contract award, and within 90 days for sensor installation.

d. Proposer shall immediately supply an accurate installation / implementation timeline based on the signing of a fully executed contract. This is necessary for the City to convey to the public when changes are being made to City services.

7.0 PRE-PROPOSAL CONFERENCE:

7.1 Date

A **Non-Mandatory** Pre-Proposal Conference will be held at **The Procurement and Contracts Division, at City Hall at One City Commons, 400 South Orange Avenue, 4th Floor, Orlando, Florida on July 10, 2014 at 10:00 a.m., Local Time, City of Orlando, FL. A site visit may follow.**

7.2 Purpose

The Pre-Proposal conference is intended to provide prospective Proposer(s) the opportunity to ask questions or receive clarification from City representatives of any requirements of this Request for Proposal. Representatives from the Procurement and Contracts Division and a technical representative from the using department will be present to discuss the project and answer questions.

7.3 Oral Interpretations and Addenda

All interpretations and clarifications related to the Request for Proposal, or supplemental instructions will be in the form of a written addendum from the Procurement and Contracts Division. No oral interpretations or clarifications from City staff or by other means will be considered binding unless issued in writing.

7.4 Clarification of Requirements

To facilitate the clarification of requirements, it is strongly recommended that Proposer(s) submit all questions in writing, at least three (3) days prior to the pre-Proposal conference. Please complete the attached "Pre-Proposal Conference Attendance Notification Form", Attachment "B", include questions, Attachment "H", if any, and return via fax to:

Diane Wetherington, CPPB, Purchasing Agent III
City of Orlando
Procurement and Contracts Division
400 South Orange Avenue, Fourth Floor
Orlando, Florida 32801
Telephone: (407) 246-3633
Fax: (407) 246-2869
Email: diane.wetherington@cityoforlando.net
Website: http://www.cityoforlando.net/admin/purchasing/index.htm

8.0 PROPOSAL DUE DATE AND TIME:

8.1 Proposal Due Date
Sealed Proposals must be received at the Procurement and Contracts Division, not later than **2:00 p.m., Local Time, City of Orlando, FL, on July 24, 2014.** Proposals received after this date and time, will not be considered.

8.2 Public Opening
Proposals will be publicly opened and announced in the Procurement and Contracts Division on the due date and time as specified herein. The Proposer's name and verification of bond submittal, if applicable, will be publicly announced aloud at the Proposal opening.

8.3 Public Record
Proposals received in response to this Request for Proposal are exempt from disclosure under the provisions of the Public Records Law until such time as an award decision has been made known or until thirty (30) days after the Proposal opening, whichever is earlier.

9.0 PROPOSAL PREPARATION AND FORMAT:

9.1 Preparation
Prepare your Proposal in a clear and concise manner. Ensure that the content of your Proposal submittal is complete. Special attention should be given to the specific information, instructions and requirements of the Request for Proposal document to ensure responsiveness. Proposals that are incomplete or lack key information may be rejected. To help facilitate the review process, properly label each section or tab to correspond with your submittal information.

9.2 Proposal Reproduction
Please submit an original and eight (8) total copies of the Proposal package as follows: One (1) unbound clearly marked original and seven (7) bound exact copies and an additional complete copy in electronic format, e.g. single CD-ROM or memory stick containing the submittal formatted to be read with Microsoft® software products or Adobe® PDF software.

9.3 Incurred Expenses
The City is not responsible for any expenses which Proposers may incur in preparing and submitting Proposals including presentations and any other expenses called for in this Request for Proposal.

9.4 Proprietary Information

A. In accordance with Chapter 119 of the Florida Statutes (Public Records Law), and except as may be provided by other applicable State and Federal Law, all Proposers should be aware the Request for Proposal and the responses thereto are in the public domain. Proposers are requested to identify specifically any information contained in their Proposals which they consider confidential and/or proprietary and which they believe to be exempt from disclosure, citing specifically the applicable exempting law.

A generic notation that information is "confidential" is not sufficient. Failure to provide the Procurement and Contracts Division Office with a detailed explanation and justification including statutory cites and specific reference to your Proposal detailing what provisions, if any, you believe are exempt from disclosure, may result in your entire Proposal being subject to disclosure in accordance with Chapter 119 of the Florida Statutes.

B. All Proposals received from Proposers in response to this Request for Proposal will become the property of the City of Orlando and will not be returned to the Proposers. In the event of Contract award, all documentation produced as part of the Contract will become the exclusive property of the City.

10.0 REQUIRED PROPOSAL SUBMITTALS:

Outline Format for Response

In order to ensure a uniform review process and to obtain the maximum degree of comparability, it is requested that Proposals be organized in the manner as specified.

A. Title Page

Provide the name of Proposer's firm, address, e-mail address, telephone number, name of contact person, date, and the subject: "RFP14-0312, Single-Space Parking Meter Mechanisms with Credit Card Acceptance, Web-Based Management, and Vehicle Detection System ".

B. Table of Contents

Include a clear identification of the material by section and by page number.

C. Letter of Transmittal

1. Limit to two (2) pages.

2. Briefly state the Proposer's understanding of the services to be provided and make a positive commitment to perform the work.

3. Give the names of the persons who will be authorized to make representations for the Proposer, their titles, addresses and telephone numbers.

D. Mandatory Minimum Qualification Documentation

Provide documentation as necessary for the City to verify that the mandatory minimum qualifications in Section 5 have been met. Documentation must be clear and specific.

E. Proposer's Certification

By submitting a Proposal, the Proposer certifies that the Proposer has fully read and understands the Proposal method and has full knowledge of the scope, nature, and quality of work to be performed.

Each Proposer shall complete the "Proposer's Certification Form", included with this Request for Proposal as Attachment "C", and submit the form with their Proposal. The failure of a Proposer to submit this document will be cause for rejection of the Proposal.

F. General Business Information

Proposals shall provide:

1. Legal Name of Proposer, the address of Proposer's principal place of business, phone number, fax number, name of principal in charge and email address.

2. Name(s) of person(s) to be contacted for information or services if different from name of principal in charge.

3. Business Form - State if Proposer's business is local, national, or international and indicate the business's legal status (corporation, partnership, etc.) Provide the date the Proposer was organized or incorporated and state of incorporation. If the Proposer is a joint venture, please list the partners and the date such joint venture was formed.

4. Indicate whether the Proposer's business is a parent or subsidiary in a group of firms/agencies.

5. Provide the location of the office from which the work is to be performed and the number of professional staff employed at the office.

6. State if the Proposer's business is licensed, permitted and/or certified to do business in the State of Florida and attach copies of all such licenses issued to the business entity.

G. Proposer's Experience

Proposers must provide the following information:

1. Proposers shall submit a verifiable statement of the Proposer's experience providing installation of a minimum of 1000 meters at (3) locations.

   The statement of experience should be supported by the references listed as Attachment "E", which shall be completed and submitted by the Proposer with its Proposal.

2. Lost Business

   Provide a list of all contracts in which your firm was terminated for cause by a governmental agency.

H. Staff Experience

The Proposer shall submit a statement of experience and resumes of the management staff who will be assigned to the project.

I. Financial Stability

The City reserves the right to utilize Dun and Bradstreet or other financial reporting companies' financial reports for evaluation purposes or to request credit references in its review process.

Proposers must provide the following information.

1. Bankruptcies - The Proposer shall state if they are involved in an ongoing bankruptcy as a debtor, or in a reorganization, liquidation, or dissolution proceeding, or if a trustee or receiver has been appointed over all or a substantial portion of the property of the Proposer under federal bankruptcy law or any state insolvency law.

J. Customer Service

1. Estimate of Staff Levels
   Proposers shall submit the estimated staffing levels for this project.

K. Price Proposal Schedule

Complete and submit the following forms:

1. Schedule

   Proposer's price shall be submitted on the "Price Proposal Form" in the format provided. Complete, and return with the Proposal, the Price Proposal included as Attachment "I".

2. Proposed Total Price
   Proposal should provide a fixed-fee price breakdown for meeting all service requirements and implementing each phase of the Scope of Services as outlined.

   The chargeable services shall be included in the proposed total price including all labor customarily associated with delivery of the services contemplated by this RFP. Similarly, all expenses such as but not be limited to travel, lodging, meals and telephone/faxes/copiers associated with delivery of the services contemplated by this RFP shall also be included in the total price.

   There will be no separate reimbursement for such expenses under this total fee/total price arrangement.

L. Minority/Women-Owned Enterprise Participation in Subcontracts –
Proposer shall provide the required Minority/Women-Owned Enterprise Participation form as attached to this RFP as Attachment "F."

M. Veteran Business Enterprise Participation in Subcontracts –
Proposer shall provide the required Veteran Business Enterprise Participation form as attached to this RFP as Attachment "G."

N. Product/Solutions Information
Proposal shall provide information on how your products and proposal meets the scope of services and technical requirements such as, but not limited to, product literature, data sheets, and specifications on equipment provided (single space electronic meters, vehicle detection sensors, etc.), gateway services, wireless data and management system, warranty, support, training, etc.

11.0 DELIVERY OF PROPOSALS:

11.1 If submitted by mail, the Proposal submittal shall be enclosed in a sealed envelope addressed to the Chief Procurement Officer, at the address listed below. Proposals submitted by mail must be received in the office of the Procurement and Contracts Division by the time specified herein for the opening thereof.

Please be advised that United States Postal Service (USPS) Express and Priority service classes, are delivered to the City once daily. Accordingly, in order for a submission to be received by the office of the Procurement and Contracts Division when the services of the USPS are used, a proposer or bidder is responsible for ensuring that their submittal is transmitted in such manner as necessary for the USPS to receive, sort, and deliver to the City by the submittal due date and time.

The City only collects other USPS mail one (1) time per day upon opening of the local Post Office branch, which is then sorted by the City for delivery to the Procurement and Contracts Division and other City departments. Submissions arriving at the USPS after the initial pick-up by the City will be placed in the City's call-box for pick-up and will not be delivered to or received by the Procurement and Contracts Division until the next business day.

When using the USPS or any other mail delivery services, it is the sole responsibility of the Proposer to ensure that Proposals are received in the office of the Procurement and Contracts Division by the due date and time. **The City shall not be responsible for delays caused by any occurrence.**

All Proposals shall be mailed or delivered to the office of the Procurement and Contracts Division at the address listed below. Sealed Proposals are to be addressed as follows:

City of Orlando
Procurement and Contracts Division
Attention: David Billingsley, CPSM, C.P.M.
Chief Procurement Officer
C/O Purchasing Agent: Diane Wetherington
400 South Orange Avenue, Fourth Floor
Orlando, Florida 32801

11.2 Proposal Binding
All Proposals submitted shall be binding for one hundred eighty (180) calendar days following opening.

11.3 Late Proposals
Proposals received by the City after the time specified for receipt will not be considered. Proposers shall assume full responsibility for timely delivery of the Proposals to the location designated for receipt of Proposals.

12.0 CONFORMANCE TO SOLICITATION:

All Proposals submitted shall meet and conform to all material, mandatory requirements set forth in this RFP, provided that nothing herein shall be deemed to limit the City's ability to waive minor irregularities without notice or the need to issue a written addendum.

If a Proposer desires to submit a Proposal which, if selected by the City, would require the City to waive, alter or omit a material, mandatory requirement set forth in this RFP, the Proposer must first submit a request to the City asking the City to amend the requirements of this RFP in the same manner provided for the submission of written questions by Proposers provided in the section of this RFP entitled "Questions Regarding Solicitation or Proposal Process." If the City, in its discretion, agrees to amend, alter, or waive the requirement, the City shall issue notice to all prospective Proposers of the change in the form of a written addendum.

Any request to waive, alter, or amend a mandatory requirement of the RFP should be in the form of a written question that can be answered in an Addendum issued to all prospective Proposers. Please note, the City is not asking the Proposer to send in their Proposals prior to the submission date, but merely to request a waiver or amendment to a mandatory requirement necessary to allow submission of the intended Proposal.

13.0 EVALUATION CRITERIA:

An Advisory Committee will be established to review all responsive Proposals. Proposers submitting Proposals deemed to be reasonably acceptable to be selected will be evaluated using the evaluation criteria set forth herein. Proposals will be evaluated using the criteria listed below to ascertain which Proposal best meets the requirements of the City. The information that will be considered for each criteria is as follows:

1) Experience - This criteria will include, but will not be limited to, evaluation of Proposer's submittal of Proposer's general statement of experience, staff experience, qualifications, financial stability, capacity, and skills as defined in this RFP.

2) Project Organization and Technical Qualifications of the Persons Assigned to the Project – This criteria will include, but will not be limited to qualifications of the persons assigned to the project.

3) Project Approach and Methodology - This criteria will include, but will not be limited to the Proposer's understanding of the scope of services and technical requirements, approach and methodology, and product/solutions information.

4) References and successfully completed similar projects – This criteria will include, but will not be limited to, evaluation of the responses to client references and successfully completed similar projects for the Proposer.

5) Minority and Woman Owned Business Enterprise – This criteria will include, but will not be limited to, evaluation of the information submitted in response to Attachment "F."

6) Veteran Business Enterprise – This criteria will include, but will not be limited to, evaluation of the information submitted in response to Attachment "G."

7) Price Proposal – This criteria will include, but will not be limited to, price of meter, price for vehicle detection sensors and sensor installation.

EVALUATION CRITERIA	
CATEGORY	**POINTS**
Experience	18
Project Organization and Technical Qualifications of the Persons Assigned to the Project	20
Project Approach and Methodology	30
References	5
Minority and Woman Owned Business Enterprise	5
Veteran Business Enterprise	2
Price Proposal	20
TOTAL:	100

14.0 PROPOSAL ADVISORY COMMITTEE AND EVALUATION PROCESS:

14.1 Initial Review of Responses

The Procurement and Contracts Division will perform an initial review of all Proposal submittals for preliminary qualification and documentation compliance. This review process may include, but is not limited to, forms verification, professional licensing, references, past performance, and other relevant criteria.

14.2 Advisory Committee

An Advisory Committee (hereinafter referred to as "the Committee") consisting of at least five (5) members will be established to review, discuss, and evaluate all responsive Proposals submitted in response to this Request for Proposals (RFP). The Committee shall conduct a preliminary evaluation of all Proposals on the basis of the information provided and evaluation criteria as set forth in this Request for Proposal. The Committee may utilize City staff and/or consultants who are not members to advise and assist the Committee in its review of the Proposals.

14.3 Presentations

The Committee reserves the right to require oral presentations from and conduct pre-award discussion and/or pre-Contract negotiations with any or all responsive and responsible Proposers who submit Proposals determined to be reasonably acceptable of being selected for award. Discussions may be conducted for the purpose of clarification and to assure full understanding of, and responsiveness to, the solicitation requirements. The City will not be liable for any costs incurred by the Proposer in connection with such interviews, presentations, or negotiations (i.e., travel, accommodations, etc.).

14.4 Optional Discussion

At the discretion and in the best interest of the City, the City may conduct discussions with Proposers or seek revision of Proposals from Proposers deemed to be responsible and reasonably acceptable to be selected. Such Proposers will be accorded fair and equal treatment with respect to discussion and revision of the Proposals. Revisions may be permitted after submission of Proposal and prior to award of a Contract for the purpose of obtaining best and final offers.

14.5 Award Without Presentations

The City may evaluate and award a Contract based on responses to this Request for Proposal without discussions or oral presentations. Therefore, each response to this RFP should contain the Proposer's best terms and conditions for consideration.

14.6 Ranking

The Committee will evaluate and rank the Proposers as set forth in the preceding section entitled "Evaluation Criteria" and submit the proposed rank order to the Chief Procurement Officer after the conclusion of scheduled presentations, if any. Upon approval of the ranking by the Chief Procurement Officer, the Chief Procurement Officer shall post a notice of intended action. The notice of intended action may be obtained by the Proposers as set forth in the section of this RFP titled "Request for Proposal Information."

14.7 Authority to Award

Contracts shall be awarded in accordance with the provisions of the City's Procurement Code, Chapter 7 of the City of Orlando's Code of Ordinances. Award of contracts in excess of One Hundred Thousand Dollars ($100,000) shall be subject to City Council approval.

14.8 Reserved Rights

The City, at its sole and absolute discretion, reserves the right to reject any and all, or parts of any and all proposals, to readvertise this solicitation, postpone or cancel, at any time, this solicitation process, or to waive minor irregularities and informalities in this RFP or in the proposals received as a result of this RFP. The City does not guarantee the award of any Contract as a result of this solicitation process.

GENERAL TERMS AND CONDITIONS

15.0 PROHIBITED COMMUNICATIONS; QUESTIONS REGARDING THE SOLICITATION PROCESS:

15.1 Communications with the City; Prohibited Contacts. To protect the integrity of the solicitation process and ensure fair consideration of all respondents, a prohibited communication period is hereby established commencing as of the time of the issuance of this solicitation and terminating upon execution of a contract (or, if the solicitation is cancelled, upon cancellation of the solicitation). Except for communication with the City's designated point of contact set forth in this solicitation or as otherwise authorized by the City's Chief Procurement Officer, during the prohibited communication period, the City prohibits communication regarding the solicitation by a respondent or potential respondent (or on a respondent or potential respondent's behalf) to or with any officer, elected official (including the Mayor and City Council), department, division, office, or employee of the City, and any Advisory Committee members or other people or entities providing advice to the City or the Advisory Committee related to this solicitation. During the prohibited communication period, all contacts and communications regarding the solicitation by a respondent, or potential respondent, including their agents, representatives or others on their behalf, shall be directed to the City's Procurement and Contract Services Division in the manner provided below in this solicitation, unless otherwise authorized by the City's Chief Procurement Officer. Prohibited contact or communications during the prohibited communication period may result in disqualification from the solicitation process, rejection of the solicitation, or termination of any resulting contract as determined by the Chief Procurement Officer. In addition, prohibited contact or communications may also be grounds for suspension and debarment of a respondent or potential respondent under the City's Procurement Code.

15.2. Questions. Any questions relative to interpretation of the solicitation or the solicitation process shall be addressed in writing as indicated below. In order to be answered prior to the submittal deadline, questions must be received by the Procurement and Contracts Division on or before the cut-off date for questions as specified in the Proposal Schedule. Any interpretation made to prospective Proposers with respect to questions submitted prior to the cut-off date for questions will be expressed in the form of an addendum to the solicitation which, if issued, will be conveyed in writing to all prospective Proposers no later than five (5) days prior to the date set for receipt of Proposals. Oral answers will not be authoritative.

15.3 Addenda. It will be the responsibility of the Proposer to contact the Procurement and Contracts Division prior to submitting a Proposal to ascertain if any addenda have been issued, to obtain all such addenda, and to return executed addenda with the Proposal.

15.4 Point of Contact. All communication and contact regarding this solicitation shall be directed to:

Diane Wetherington, CPPB, Purchasing Agent III
City of Orlando
Procurement and Contracts Division
City Hall at One City Commons
400 S. Orange Avenue, Fourth Floor
Orlando, Florida 32801
Telephone: (407) 246-3633
Fax: (407) 246-2869
Email:
Website: http://www.cityoforlando.net/admin/purchasing/index.htm

16.0 ADDITIONAL INFORMATION:

The City reserves the right to request that the Proposer provide additional information it deems necessary to evaluate, clarify, or substantiate any area contained in each submitted Proposal and to more fully meet the needs of the City. This includes information which indicates financial resources as well as ability to provide and maintain the system and/or services. Moreover, the City reserves the right to make investigations of the qualifications of the Proposer as it deems appropriate, including but not be limited to, a background investigation conducted by the Orlando Police Department.

17.0 ADDENDUM TO REQUEST FOR PROPOSAL:

If it becomes necessary to revise or amend any part of this Request for Proposal before the Proposal due date, the Chief Procurement Officer will furnish the revision by written Addendum. The Addendum Receipt Verification form included with this Request for Proposal in Attachment "D" shall be completed and submitted with your Proposal.

18.0 APPLICABLE LAW AND APPEALS:

This Request for Proposal is issued in accordance with and shall be governed by the provisions and procedures of Chapter 7 of the City of Orlando's Code which can be accessed online at: **http://library.municode.com/index.aspx?clientId=13349** or by contacting the Procurement and Contracts Division. Any appeal of matters relating to this solicitation must be filed in accordance with the requirements of Chapter 7 of the City Code.

19.0 RIGHT TO AUDIT RECORDS:

The City shall be entitled to audit the books and records of a Contractor or any subcontractor to the extent that such books and records relate to the performance of such Contract or sub-contract. Such books and records shall be maintained by the Contractor for a period of five (5) years from the date of final payment under the prime Contract and by the subcontractor for a period of five (5) years from the date of final payment under any sub-contract unless a shorter period is otherwise authorized in writing. If any litigation, claim, negotiation, audit or other action involving the records has been started before the expiration of the 5-year period, the records must be retained until completion of the action and resolution of all issues which arise from it, or until the end of the regular 5-year period, whichever is later.

20.0 CONTRACT:

The Contract form that the City intends to use for the award is included with this RFP as Attachment "A" for reference. While this draft Contract contains standard legal language and is not routinely modified, any exceptions to this standard Contract should be clearly indicated and Proposer understands that such exceptions may affect the evaluation of the Proposal submittal. Modification or alteration of this Contract shall only be valid if mutually agreed to in writing by the parties.

21.0 FISCAL YEAR FUNDING APPROPRIATION:

21.1 Specified Period
Unless otherwise provided by law, a Contract for supplies or services may be entered into for any period of time deemed to be in the best interest of the City, provided funds are available for the first fiscal period at the time of Contract. Payment and performance obligations for succeeding fiscal periods shall be subject to appropriation by City Council of funds therefore.

21.2 Cancellation Due to Unavailability of Funds in Succeeding Fiscal Periods
When funds are not appropriated or otherwise made available to support continuation of performance in a subsequent fiscal period, the Contract shall be cancelled and the Contractor shall be entitled to reimbursement for the reasonable value of any nonrecurring cost incurred but not amortized in the price of the supplies or services delivered under the Contract or otherwise recoverable.

22.0 PUBLIC ENTITY CRIMES:

A person or affiliate, as defined in §287.133 of the Florida Statutes, who has been placed on the convicted Proposer list following a conviction for a public entity crime may not submit a Proposal to provide any goods or services to a public entity, may not submit a Proposal with a public entity for the construction or repair of a public building or a public work, may not submit Proposals on leases of real property to a public entity, may not be awarded or perform work as a Contractor, supplier, subcontractor, or consultant under a Contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in §287.017 of the Florida Statutes for Category Two, for a period of 36 months from the date of being placed on the convicted Proposer list.

23.0 PROMPT PAYMENT ACT:

Payment by the City shall be made in accordance with Sections 218.70. et sq. Florida Statutes, Local Government Prompt Payment Act.

24.0 INVOICES:

All invoices, in order to be classified as a proper invoice, shall be delivered to Accounts Payable, Finance Department, City of Orlando, 400 South Orange Avenue, P.O. Box 4990, Orlando, Florida, 32802-4990.

For purposes of billing submission and payment procedures, a "proper invoice" by a Contract or, consultant or other invoicing party shall conform to the following process:

A. a description (including quantity) of the goods and/or services provided to the City (or a party on behalf of the City) reasonably sufficient to identify it (or them);

B. the amount due, applicable discount(s), and the terms thereof;

C. the full name of the Proposer, Contractor or other party who is supplying the goods and/or services including a mailing address in case of a dispute and a mailing address for payment purposes (if they are different) and a telephone number;

D. the Purchase Order or Contract number as supplied by the City;

E. an identification by Division, Office or Department of the party(ies) to whom the goods were delivered or services provided; and

F. In order to be considered as a proper invoice, it must be based on (a) a proper delivery, (b) installation, or (c) provision of the goods and/or services acceptance by the City; and the Proposer, Contractor or other party who is supplying the goods and/or services has otherwise complied with all of the Contract's terms and conditions and is not in default of any of them.

25.0 DISPUTE RESOLUTION:

In the event a dispute occurs between a Contractor, Proposer or other invoicing party ("invoicing party") and the City concerning payment of an invoice, the City Department, Office or Division which has the dispute along with a representative of the City's Procurement and Contracts Division and the invoicing party shall meet to consider the disputed issues.

The invoicing party shall provide to the City such material and information as the City may reasonably require. Any such procedure shall be initiated by either party notifying the other in writing of a dispute and stating with specificity its nature. This procedure shall commence not later than forty-five (45) days, and be resolved not later than sixty (60) days, after the date on which the proper invoice was received by the City. Any decision by the Chief Procurement Officer shall constitute the final decision of the City regarding these matters and shall be communicated in writing to the invoicing party within three business days after such decision. If no decision is rendered within the time period as set out above, then a decision against the invoicing party shall be deemed to have been issued.

26.0 PROPOSER'S GUARANTEE:

By submitting a Proposal, a Proposer warrants that no one was paid a fee, commission, gift, or other consideration contingent upon receipt of an award for the services and/or supplies specified herein.

27.0 INSURANCE / PERFORMANCE BONDS:

Insurance and/or Performance Bond coverage required by the Contract or terms and conditions as set forth in this Request for Proposal, if any, must be in force throughout the term of the Contract ("Contract Term"). Should a Contractor fail to provide acceptable evidence of current insurance and/or a Performance Bond within seven (7) days prior to the expiration date of an insurance policy or bond at any time during the Contract term, the City shall have the absolute right to terminate the Contract without any further obligation to the Contractor. The Contractor shall be liable for the entire additional cost of procuring performance and the cost of performing the incomplete portion of the Contract at the time of termination. It is highly recommended that proposers confer with their respective insurance carriers or brokers to determine, in advance of their proposal submission, the availability and cost of the required insurance, related endorsements, and bonds.

28.0 FLORIDA SALES TAX:

The City is a governmental agency and a political subdivision under Florida law. Purchases by the City under this Contract are exempt from Florida sales tax: The City's tax exempt number is 85-8015427957C-9. No purchase made by any entity is qualified to be exempt other than those made directly by the City.

The City's sales tax exemption does not apply to goods and services purchased separately by a Contractor in connection with its fulfillment of its Contract obligations. The Contractor shall be responsible for paying any taxes, fees or similar payments which are required to be paid in connection with the Contract work.

29.0 DRUG-FREE WORKPLACE CERTIFICATION:

By submitting a Proposal in response to this Request for Proposal, the Proposer is certifying that their company is a drug-free workplace in accordance with Florida Statute §287.087.

30.0 AMERICANS WITH DISABILITIES ACT:

Persons with disabilities needing a special accommodation to participate in this proceeding should contact the Procurement and Contracts Division, City Hall at One City Commons, 400 South Orange Avenue, Orlando, P.O. Box 4990, Florida 32802-4990, telephone (407) 246-2291, not later than seven (7) days prior to the date on which the accommodation is requested.

31.0 RECIPROCAL LOCAL PREFERENCE:

In the event the most responsive and responsible response to any Request for Proposal is by a Proposer whose principal place of business is in a city, county, or state which grants a preference for the procurement of such goods or services to a Proposer whose principal place of business is in such area, then the City may award a preference to the (next) most responsive and responsible Proposer having a principal place of business in the Metropolitan Statistical Area, (i.e., Orange, Seminole, Lake and Osceola Counties).

Such preference shall be equal to the preference granted by the area in which the most responsive and responsible Proposer has its principal place of business.

32.0 PURCHASING CONTRACTS WITH OTHER GOVERNMENT AGENCIES:

At the option of the awarded Proposer, the submission of any Proposal in response to this Request for Proposal constitutes a Proposal made under the same terms and conditions, for the same Contract price, to other governmental agencies including the State of Florida, and its agencies, political subdivisions, counties and cities. Each governmental agency desiring to accept these Proposals, and make an award thereof, shall do so independently of any other governmental agency. Each agency shall be responsible for its own purchases and each shall be liable only for materials and/or services ordered and received by it, and no agency assumes any liability by virtue of this Proposal.

33.0 FOREIGN CORPORATION:

In accordance with F.S. 607.1501, and provided an exemption is not available, a foreign corporation may not transact business in Florida until it obtains a certificate of authority from the Florida Department of State. Foreign corporations may submit bids or Proposals prior to obtaining a certificate of authority from the Florida Department of State. A foreign corporation must be in compliance with F.S. 607.1501, prior to entering into a Contract with the City of Orlando.

34.0 SUBCONTRACTORS:

The Proposer shall perform all of its obligations and functions under the Contract by means of its own employees, or by a duly qualified subcontractor, which is approved in advance by the City. In the event a subcontractor is employed, the Proposer shall continuously monitor the subcontractor's performance, shall remain fully responsible to ensure that the subcontractor performs as required and itself perform or remedy any obligations or functions, which the subcontractor fails to perform properly.

35.0 PURCHASING CARD PROGRAM:

The City of Orlando uses the VISA Purchasing Card Program to streamline our procurement process. In order to expedite payments to suppliers, the Bank of America VISA Purchasing Card and ePayable solution has been implemented to more effectively control our procurement activities and to achieve a significant cost savings over the traditional paper, purchasing and payment system.

As one of the City of Orlando's valued suppliers, your business can also achieve cost savings results by accepting the ePayables solution. Identified supplier benefits of this Program are:

- Reduction of payment time
- Payment within 48-72 hours
- Direct electronic deposit to your primary banking account
- Increase in working capital
- Elimination of invoicing
- Reduced collection efforts

- Enhanced corporate relationships
- Reduced billing costs
- Enhanced reporting
- Increased sales as a "Preferred Supplier"

Additionally, you will be able to grow your customer base by accepting purchasing cards from other corporate customers as well as all major credit cards, therefore, the City encourages all Proposers to accept the VISA ePayable solution.

36.0 SOFTWARE LICENSES:

If this procurement involves the purchase of software products, then the following language is hereby incorporated: The software products to be purchased or subsequently licensed hereunder shall contain no computer viruses, other 'containments', including any codes, or instructions that may be used to access, modify, delete, damage, or disable purchaser's computer system.

37.0 GOVERNING LAW / VENUE:

Any contract entered into as a result of this solicitation shall be deemed to be under and shall be governed by, and construed according to, the laws of the State of Florida. Contractor shall comply with all applicable federal, state, and local laws in the performance of work under the contract. To the extent applicable, Contractor shall comply with Florida public records laws, including Sections 119.0701(2) (a) through (d) of the Florida Statutes. Any litigation arising out of this contract shall be commenced in the State and Federal Courts of Orange County, Florida.

****

ATTACHMENT "A"

THE CONTRACT

CONTRACT

THIS CONTRACT ("Contract"), effective as of the _____day of _____, 2014, is made by and between the City of Orlando, a municipal corporation existing under the laws of the State of Florida, hereinafter referred to as the "City" and_____., hereinafter referred to as the "Contractor". For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by the parties, the parties agree as follows:

I. SCOPE

The Contractor is to perform the work ("Work") as defined in the Request for Proposal and amendments, if any, the Request for Proposal and any amendments thereto being attached hereto as Exhibit "A", incorporated by reference herein and made a part thereof as fully as if herein set forth. Except as otherwise specified herein or in the Request for Proposal, the Contractor shall perform the Work in accordance with Contractor's Proposal to the City, attached hereto as Exhibit "B" and incorporated herein by this reference, and shall furnish all materials, tools, equipment, manpower, and consumables to complete the Work.

II. ORDER OF PRECEDENCE

For the resolution and interpretation of any inconsistencies in this Contract and/or the documents attached hereto and included herein by this reference, the precedence of these documents shall be given in the following order:

1. This Contract with any Attachments, including Addendums(s) and Amendment(s) hereto, but excluding Exhibit "A" (the RFP) and Exhibit "B" (Contractor's Proposal);
2. If applicable, negotiated amendments or clarification to the Contractor's Proposal which have been incorporated by reference into the final Contract;
3. City's Request for Proposal (Exhibit "A"); and
4. Contractor's Proposal (Exhibit "B").

III. TERM OF CONTRACT

The period of this Contract shall be for three (3) years, beginning on _____, and ending on _____. This Contract may, by mutual written assent of the parties, be extended for two (2) additional twelve (12) month periods or portions thereof, up to a cumulative total of sixty (60) months.

IV. COMPENSATION

The Contractor agrees to provide the services and materials as specified in its proposal to the City at the cost specified in said proposal and amendments, if any. The amount as specified in Exhibit "B", may be increased or decreased by the City under the Extra Work provision of this Contract, through the issuance of an Addendum, if applicable. Unless otherwise provided in this Contract or in any document attached hereto or incorporated herein, any prices specified in this Contract or an Addendum hereto, will remain firm for the term of the Contract or Addendum.

V. PAYMENT

All invoices received by the City are payable within thirty (30) days from receipt, provided they have first been approved by the using department, and such department has accepted the Work. The City reserves the right, with justification, to partially pay any invoice submitted by the Contractor when requested to do so by the using department. All invoices shall be directed to the Accounts Payable Section, City of Orlando, 400 South Orange Avenue, Orlando, Florida, 32801-3302.

NOTE: ALL INVOICES MUST CLEARLY INDICATE THE CITY CONTRACT NUMBER AS STATED HEREIN.

VI. FISCAL YEAR FUNDING APPROPRIATION

A. Specified Period

Unless otherwise provided by law, a contract for supplies or services may be entered into for any period of time deemed to be in the best interest of the City. Payment and performance obligations for succeeding fiscal periods shall be subject to appropriation by City Council of funds therefor.

B. Cancellation Due to Unavailability of Funds in Succeeding Fiscal Periods

When funds are not appropriated or otherwise made available to support continuation of performance in a subsequent fiscal period, the contract shall be canceled and the contractor shall be entitled to reimbursement for the reasonable value of any nonrecurring cost incurred but not amortized in the price of the supplies or services delivered under the contract or otherwise recoverable.

VII. GENERAL CONDITIONS

A. Patents and Copyrights

The Contractor shall pay all royalties and assume all costs arising from the use of any invention, design, process, materials, equipment, product or device in performance of the Work, which is the subject of patent rights or copyrights.

Contractor shall, at its own expense, hold harmless and defend the City against any claim, suit or proceeding brought against the City which is based upon a claim, whether rightful or otherwise, that the Work, or any part thereof, furnished under this Contract, constitutes an infringement of any patent or copyright of the United States. The Contractor shall pay all damages and costs awarded against the City.

B. Termination for Default

1. The performance of Work under this Contract may be terminated by the City's Chief Procurement Officer, in whole or in part, in writing, whenever the Chief Procurement Officer shall determine that the Contractor has failed to meet the performance requirements of this Contract.
2. The Chief Procurement Officer has a right to terminate for default if the Contractor fails to make delivery of the supplies or perform the Work, or if the Contractor fails to perform the Work within the time specified in the Contract, or if the Contractor fails to perform any other provisions of the Contract.

C. Termination for Convenience

The City's Chief Procurement Officer may terminate the Contract for convenience with advance written notice to the Contractor. In the event of such a termination by the City, the City shall be liable for the payment of all Work properly performed prior to the effective date of termination.

D. Warranty

The Contractor warrants that the Work including equipment and materials provided shall conform to professional standards of care and practice in effect at the time the Work is performed, be of the highest quality, and be free from all faults, defects or errors. Whenever required by the specifications of the Request for Proposal, the Contractor warrants that all equipment and materials provided shall be new. If the Contractor is notified in writing of a fault, deficiency or error in the Work provided within one (1) year from completion of the Work, the Contractor shall, at the City's option, either reperform such portions of the Work to correct such fault, defect or error, at no additional cost to the City, or refund to the City, the charge paid by the City, which is attributable to such portions of the

faulty, defective or erroneous Work, including the costs for reperformance of the work provided by other Contractors.

E. Time of Completion

The parties understand and agree that time is of the essence in the performance of this Contract. The Contractor or City, respectively, shall not be liable for any loss or damage, resulting from any delay or failure to perform its contractual obligations within the time specified, due to acts of God, actions or regulations by any governmental entity or representative, strikes or other labor trouble, fire, or any other causes, contingencies or circumstances not subject to the Contractor's or City's control, respectively, whether of a similar or dissimilar nature, which prevent or hinder the performance of the Contractor's or City's contractual obligations, respectively. Any such causes of delay, even though existing on the date of the Contract or on the date of the start of Work, shall extend the time of the Contractor's or City's performance respectively, by the length of the delays occasioned thereby, including delays reasonably incident to the resumption of normal Work schedules. However, under such circumstances as described herein, the City's Chief Procurement Officer may at her discretion, cancel this Contract for the convenience of the City.

F. Indemnification and Insurance

1. Indemnity

The Contractor hereby agrees to indemnify and hold harmless the City, its officers, agents, and employees, from and against any and all liability, claims, damages, demands, expenses, fees, fines, penalties, suits, proceedings, actions, and costs of actions, including attorneys' fees for trial and on appeal, and for the preparation of same arising out of the Contractor's, its officers', agents', and employees' acts, or omissions associated with this Contract.

2. Insurance.

a. General Insurance Requirements. Upon execution of this Contract, Contractor shall provide the City with the required Certificate(s) of Insurance in a form(s) acceptable to the City. The Certificate(s) of Insurance shall demonstrate that the Contractor has coverage in accordance with the requirements set forth herein. Insurance coverage must be in force throughout the Contract term. Should Contractor fail to

maintain insurance as required or to provide acceptable evidence of insurance within seven (7) days prior to the expiration date of an insurance policy, the City shall have the absolute right to terminate this Contract without any further obligation to the Contractor. In such event the Contractor shall be liable for the entire additional cost of procuring performance plus the cost of performing the incomplete portion of the contract at the time of termination.

b. Subcontractors. Unless expressly specified otherwise herein or in the City's Request for Proposals, Contractor and its subcontractors of all tiers will be required at their own expense to maintain in effect at all times during the performance of the Work insurance coverages with limits not less than those set forth below with insurers and under forms of policies satisfactory to the City. It shall be the responsibility of the Contractor to maintain the required insurance coverages and to assure that subcontractors maintain required insurance coverages at all times. Failure of Contractor to maintain adequate coverage shall not relieve it of any contractual responsibility or obligation. The requirements specified herein as to types, limits, and City's approval of insurance coverage to be maintained by a Contractor and its subcontractors are not intended to and shall not in any manner limit or qualify the liabilities and obligations assumed by the Contractor and its subcontractors under a contract. Any insurance carried by the City that may be applicable shall be deemed to be excess insurance and the Contractor's insurance primary for all purposes despite any conflicting provision in the Contractor's policies to the contrary.

c. Certificates of Insurance. Prior to commencing work at the jobsite, and as a condition precedent to the Contractor's and his subcontractors' initiation of performance, the Contractor and its subcontractors shall furnish the City with certificates of insurance as evidence that policies providing the required coverage and limits of insurance are in full force and effect. The certificates shall provide that any company issuing an insurance policy for the work under a contract shall provide not less than thirty (30) days advance notice in writing to the City prior to cancellation, termination, or material change of any policy of insurance

(except for notice of non-payment of premium for which not less than ten (10) days advance notice in writing shall be required). In addition, the Contractor shall immediately provide written notice to the City upon receipt of notice of cancellation of an insurance policy or a decision to terminate an insurance policy. All certificates of insurance shall clearly state that all applicable requirements have been satisfied, including certification that the policies are of the "occurrence" type. Certificates of insurance for a Contractor and subcontractor-furnished insurance and notices of any cancellations, terminations, or alterations of such policies shall be mailed to the attention of the Procurement and Contracts Division at the street address set forth for above for the submission of invoices.

d. Additional Insureds. All insurance coverages furnished under a contract except Workers' Compensation and Employers' Liability shall include the City and its officers, elected officials, and employees as additional insureds with respect to the activities of the Contractor and its subcontractors. The City shall not by reason of their inclusion under these policies incur liabililty to the insurance carrier for payment of premium for these policies.

e. Waiver of Subrogation. The Contractor and its subcontractors shall require their insurance carriers, with respect to all insurance policies, to waive all rights of subrogation against the City, its officers, elected officials, agents and employees and against other Contractors and subcontractors.

f. Types of Coverage to be Provided. The Contractor (and its subcontractors to the same extent and on the same terms as set forth below for Contractor) shall maintain the following coverages and furnish the certificate(s) of insurance on the policies and renewals thereof which indicate that insurance coverage has been obtained meeting the requirements of the contract.

(i) Workers' Compensation and Employer's Liability. This insurance shall protect the Contractor against all claims under applicable state workmen's compensation laws. The Contractor shall also be protected against claims for injury, disease, or death

of employees that, for any reason, may not fall within the provisions of a workmen's compensation law. This policy shall include an "all states" or "other states" endorsement. Exemption certificates shall be accepted if valid during the term of the contract, but only for those eligible corporate officers pursuant to Chapter 440 of the Florida Statutes. Proof of workers' compensation coverage must still be provided for all employees, sub-contractors not eligible for exemption. The liability limits shall not be less than:

Workers' compensation:	Statutory
Employer's Liability:	$100,000 each occurrence

(ii) Comprehensive Automobile Liability. This insurance shall be written in comprehensive form and shall protect the Contractor and the additional insureds against all claims for injuries to members of the public and damage to property of others arising from the use of motor vehicle, and shall cover operation on or off the site of all motor vehicles licensed for highway use, whether they are owned, non-owned, or hired. The liability limits shall not be less than:

Bodily injury and Property damage:	$1,000,000 combined single limit each occurrence

(iii) Commercial General Liability. This insurance shall be an "occurrence" type policy (excluding automobile liability) written in comprehensive form and shall protect the Contractor and the additional insureds against all claims arising from bodily injury, sickness, disease, or death of any person or damage to property of the City or others arising out of any act or omission of the Contractor or its agents, employees, or subcontractors. This policy shall also include protection against claims insured by usual bodily injury liability coverage, a "contractual liability" endorsement to insure the contractual liability assumed by the Contractor under this Contract with the City, and "completed Operations and Products Liability" coverage (to remain in force for 2 years after final payment and subsequent to project

completion). If the Contractor's work, or work under its direction, requires blasting, explosive conditions, or underground operations, the comprehensive general liability coverage shall contain no exclusion relative to blasting, explosion, collapse of structures, or damage to underground property. The liability limits shall not be less than:

Bodily injury and Property damage:	$1,000,000 combined single limit each occurrence

G. Acceptance

The City will be deemed to have accepted the Work after the City's Chief Procurement Officer is notified by the using City department of its satisfaction that the work for their respective department is completed.

H. Correction of Work

The Contractor shall promptly correct all Work rejected by the City as failing to conform to this Contract. The Contractor shall bear all costs of correcting such rejected Work.

I. Right to Audit Records

The City shall be entitled to audit the books and records of Contractor or any subcontractor to the extent that such books and records relate to the performance of the contract or any subcontract. The Contractor and its subcontractors shall retain and maintain financial records and other records relating to the contract for a period of five (5) years from the date of final payment under the contract and by the subcontractor for a period of five (5) years from the date of final payment under the subcontract unless a shorter period is otherwise authorized in writing by the City. If any litigation, claim, negotiation, audit or other action involving the records has been started before the expiration of the 5-year period, the records must be retained until completion of the action and resolution of all issues which arise from it, or until the end of the regular 5-year period, whichever is later.

J. Time is of the Essence

The parties agree that time is of the essence in the completion of the Work called for under this Contract. The Contractor agrees that all Work shall be executed regularly, diligently, and uninterrupted at such a rate of progress as will ensure full completion thereof within the time specified.

K. Information

All information and data furnished to or developed for the City by the Contractor or its employees, pursuant to this Contract, excluding previously copywritten materials, shall be the sole property of the City and all rights therein are reserved by the City, except that the Contractor may disclose any such information to its corporate affiliates and their agents.

L. Extra Work

1. Requested by City

The City, without invalidating this Agreement, may order changes in the Work within the general scope of this Agreement consisting of additions, deletions, or other revisions, the Agreement price and time being adjusted accordingly. All such changes in the Work ordered by the City shall be authorized by written Addendum to this Agreement, and shall be executed under the applicable conditions of the Agreement.

2. Additional Work Discovered by Contractor

If the Contractor plans to make a claim for an increase in the Agreement price based upon new or unforeseen circumstances which result in the need for additional work outside the scope of the original Work, Contractor shall first before providing any additional goods or services related to such additional work give the City written notice thereof and secure the prior written approval of the City's Chief Procurement Officer. No claim for extra work will be considered valid by the City unless first submitted in writing and approved in writing by the City's Chief Procurement Officer.

M. Familiarity With The Work

The Contractor by executing this Contract, acknowledges full understanding of the extent and character of the Work required and the conditions surrounding the performance thereof. The City will not be responsible for any alleged misunderstanding of the Work to be furnished or completed, or any misunderstanding of conditions surrounding the performance thereof. It is understood that the execution of this Contract by the Contractor serves as its stated commitment to fulfill all the conditions referred to in this Contract.

N. Title and Risk of Loss

The title and risk of loss to the Work shall pass from the Contractor to the City upon the City's final acceptance of the Work.

VIII. MISCELLANEOUS PROVISIONS

A. The Contractor shall not employ subcontractors without the advance written permission of the Chief Procurement Officer.

B. Assignment of this Contract shall not be made without the advance written consent of the Chief Procurement Officer.

C. The Contractor shall comply with all applicable federal, state and local laws, ordinances, rules and regulations pertaining to the performance of Work under this Contract.

D. No waiver, alterations, consent or modification of any of the provisions of this Contract shall be binding unless in writing and signed by the Chief Procurement Officer or designee.

E. The Contractor is to procure all permits, licenses, and certificates, or any such approvals of plans or specifications as may be required by federal, state and local laws, ordinances, rules, and regulations, for the proper execution and completion of the Work under this Contract.

F. All disputes between the parties shall be resolved in accordance with the City's Procurement Code, (Chapter 7 of the City Code).

G. This Contract is considered a non-exclusive Contract between the parties.

H. This Contract is deemed to be under and shall be governed by, and construed according to, the laws of the State of Florida.

I. Any litigation arising out of this Contract shall be had in the Courts of Orange County, Florida.

J. The undersigned hereby certifies that this Contract is made without prior understanding, agreement or connection with any corporation, firm or person who submitted proposals for the Work covered by this Contract and is in all respects fair and without collusion or fraud. As to Contractor, the undersigned hereby warrants and certifies that they are authorized to enter into this Contract and to execute same on behalf of the Contractor as the act of the said Contractor.

K. This Contract, including any Exhibits hereto, contains all the terms and conditions agreed upon by the parties. No other agreements, oral or otherwise, regarding the subject matter of this Contract shall be deemed to exist or to bind either party hereto.

L. The City's Chief Procurement Officer or written designee shall have authority to act on behalf of the City in matters related to this Contract, including but not limited to the sending and receiving of any notices required hereunder.

M. If any section, sentence, clause, phrase, provision, or other portion of this Contract is, for any reason, held invalid or unconstitutional by a court or other body of competent jurisdiction, such portion shall be deemed a separate, distinct, and independent provision and such holding shall not affect the validity of the remaining portions of the Contract.

N. This Contract is solely for the benefit of the parties to the Contract and no causes of action shall accrue upon or by reason hereof to or for the benefit of any third parties.

****

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands and seals on the date first written above.

PROCUREMENT AND CONTRACTS DIVISION
CITY OF ORLANDO, FLORIDA

By: _____
Chief Procurement Officer

DAVID BILLINGSLEY, CPSM, C.P.M.
Name, Typed or Printed

Date: _____, 2014

APPROVED AS TO FORM AND LEGALITY
for the use and reliance of the
City of Orlando, Florida, only.

Date: _____, 2014

_____
ASSISTANT CITY ATTORNEY
ORLANDO, FLORIDA

****

CONTRACTOR

By: _____
Signature

_____
Name & Title, Typed or Printed

CORPORATE SEAL

_____
Name of Company, Corp., etc.

_____
Mailing Address

_____
City, State and Zip

_____
Area Code/Telephone Number

_____
Email Address

STATE OF _____

COUNTY OF _____

The foregoing instrument was acknowledged before me this _____day of _____, 2014, by _____, as the _____, on behalf of _____

He/she (is) personally known to me or (has) produced _____ (type of identification)

WITNESS my hand and official seal this _____ day of _____, 2014.

(SEAL)

_____
Signature of Person Taking Acknowledgment

_____
Typed, Printed or Stamped Name of Person Taking Acknowledgment

My Commission Expires:

EXHIBIT "A"

REQUEST FOR PROPOSAL

EXHIBIT "B"

CONTRACTOR'S PROPOSAL AND ANY AMENDMENTS THERETO

ATTACHMENT "B"

PRE-PROPOSAL CONFERENCE ATTENDANCE NOTIFICATION FORM

PRE-PROPOSAL CONFERENCE ATTENDANCE NOTIFICATION

A **Non-Mandatory Pre-Proposal Conference** will be held at the **Offices of the Procurement and Contracts Division, City Hall at One City Commons, 400 South Orange Avenue, 4th Floor, Orlando, Florida on July 10, 2014 at 10:00 a.m., Local Time, City of Orlando, FL.**

Please return this form by: July 9, 2014.

City of Orlando
Procurement and Contracts Division
400 South Orange Avenue, Fourth Floor
Orlando, Florida 32801
Telephone: (407) 246-2291
Fax: (407) 246-2869

PLEASE CHECK:

_____ We plan to attend

Name of Representatives who will attend

1. _____
2. _____
3. _____

_____ A list of questions or statements for discussion at the Pre-Proposal Conference is attached using the form attached to this Request for Proposal, titled "Written Question(s)."

_____ We do not plan to attend, but will be submitting a response.

_____ We do not plan to attend and will not be submitting a response because:

_____

_____
Signature

_____
Title

_____
Name of Company

_____
Date

ATTACHMENT "C"

PROPOSER'S CERTIFICATION

PROPOSER'S CERTIFICATION

I have carefully examined the Request for Proposal and any other documents accompanying or made a part of this Request for Proposal.

I hereby propose to furnish the goods or services specified in the Request for Proposal at the prices or rates quoted in my Proposal. I agree that my Proposal will remain firm for a period of up to one hundred eighty (180) days in order to allow the City adequate time to evaluate the Proposals.

I agree to abide by all conditions of this Proposal and understand that a background investigation may be conducted by the Orlando Police Department prior to award.

I certify that all information contained in this Proposal is truthful to the best of my knowledge and belief. I further certify that I am duly authorized to submit this Proposal on behalf of the Proposer as its act and deed and that the Proposer is ready, willing and able to perform if awarded the Contract.

I certify, under oath, that this Proposal is made without prior understanding, agreement, connection, discussion, or collusion with any other person, firm or corporation submitting a Proposal for the same product or service. I further certify that no officer, employee or agent of the City of Orlando or of any other Proposer has a financial interest in this Proposal. I further certify that the undersigned executed this Proposer's Certification with full knowledge and understanding of the matters therein contained and was duly authorized to do so.

_____
NAME OF BUSINESS

BY:
_____
SIGNATURE

_____
NAME & TITLE, TYPED OR PRINTED

_____
MAILING ADDRESS/ OR IF DIFFERENT YOUR PRINCIPAL PLACE OF BUSINESS

_____
CITY, STATE, ZIP CODE

( ) _____
TELEPHONE NUMBER

(____) _____
FAX NUMBER

_____
E-MAIL ADDRESS

Sworn to and subscribed before me

this _____ day of

_____, 2014

_____
Signature of Notary

Notary Public, State of _____
Personally Known

-OR-
Produced Identification _____

Type:_____

DUNS Number:_____

Company Tax ID # _____
(The City only requires Company Tax Id numbers. The City is not requesting individual social security numbers.)

ATTACHMENT "D"

ADDENDUM RECEIPT VERIFICATION

ADDENDUM RECEIPT VERIFICATION

The undersigned acknowledges receipt of the following addenda to the Documents (Give number and date of each):

Addendum No. _____ Dated _____

Addendum No. _____ Dated _____

Addendum No. _____ Dated _____

Addendum No. _____ Dated _____

FAILURE TO SUBMIT ACKNOWLEDGMENT OF ANY ADDENDUM THAT AFFECTS THE PROPOSAL PRICES IS CONSIDERED A MAJOR IRREGULARITY AND WILL BE CAUSE FOR REJECTION OF THE PROPOSAL.

_____
Company

_____
Signature

_____
Title

ATTACHMENT "E"

REFERENCES

REFERENCES

Proposer shall submit as a part of the Proposal package, a minimum of three (3) of the most significant projects which were performed within the last three (3) years. Additional references may be provided as set forth below.

Project #1:	
Project Name:	
Type of Project/Service:	
Address:	
Contracting Agency/Client:	
Contact Name and Phone #:	
Contact Email Address and Fax #:	
Contract Amount:	Date Work Performed:

Project #2:	
Project Name:	
Type of Project/Service:	
Address:	
Contracting Agency/Client:	
Contact Name and Phone #:	
Contact Email Address and Fax #:	
Contract Amount:	Date Work Performed:

Project #3:	
Project Name:	
Type of Project/Service:	
Address:	
Contracting Agency/Client:	
Contact Name and Phone #:	
Contact Email Address and Fax #:	
Contract Amount:	Date Work Performed:

Project #4:	
Project Name:	
Type of Project/Service:	
Address:	
Contracting Agency/Client:	
Contact Name and Phone #:	
Contact Email Address and Fax #:	
Contract Amount:	Date Work Performed:

Project #5:	
Project Name:	
Type of Project/Service:	
Address:	
Contracting Agency/Client:	
Contact Name and Phone #:	
Contact Email Address and Fax #:	
Contract Amount:	Date Work Performed:

ATTACHMENT "F"

MINORITY/WOMEN-OWNED BUSINESS ENTERPRISE PARTICIPATION FORM

MINORITY/WOMEN-OWNED BUSINESS ENTERPRISE PARTICIPATION IN SUBCONTRACTS

Chapter 57, Article II, Minority Business Enterprise (MBE), and Article III, Women-Owned Business Enterprise (WBE) of the Orlando City Code, establishes goals of 18% (MBE) and 6% (WBE), respectively, of the City's annual monetary value of contracts and subcontracts for supplies, services and construction to be awarded to Minority and Women-Owned Business Enterprises (M/WBE).

1. Policy:
   It is the policy of the City of Orlando that MBEs and WBEs shall have the maximum feasible opportunity to participate in the performance of City subcontracts. As used in this RFP, the term "minority business" is defined as a business firm which is at least 51% owned and controlled by minority group members and which has been officially certified or recognized by the City as an MBE. The minority ownership must exercise actual day-to-day management and independent control. For the purpose of this definition, minority group members are Blacks, Hispanics, Asians, Pacific Islanders, Alaskan Natives, and American Indians. As used in this RFP, the term "women-owned business" means a business firm which is at least 51% owned and controlled by women and which has been officially certified or recognized by the City as a WBE. The women ownership must exercise actual day-to-day management and independent control. **Only those companies which are certified or recognized by the City on or before the date set for submittal of proposals may be utilized to meet the goals established by Chapter 57**. A listing of certified and recognized M/WBE's is available at:
   http://www.cityoforlando.net/admin/mbe/directory.htm.

2. Submittal:
   Proposals will be evaluated on the basis of MBE and WBE participation in subcontracts. Proposers are asked to complete the attached MBE/WBE Utilization Schedule listing the MBE and WBE firms to which work will be subcontracted, a description of the work being subcontracted, and the estimated percentage of the work being subcontracted to each MBE or WBE subcontractor. **Please note that even if your company as the Proposer to be the prime Contractor on this work is currently a City certified or recognized MBE or WBE firm, the attached MBE/WBE Utilization Schedule should still be completed as points will be awarded based upon a Proposer's ability to meet the City's subcontracting goals for MBE and WBE participation. Work that is self performed by a Proposer that is an M/WBE firm shall not be listed as Proposers are not subcontractors.** The extent and meaningfulness of such participation will be reviewed. Submittals should be very specific and clearly document MBE/WBE participation. In order to receive points, the participation must be such that the firms are performing useful business functions according to custom and practice in the industry.

3. Reports:
   The successful Proposer shall submit periodic reports of participation by minority and women-owned businesses in such form and manner and at such times as the City or the M/WBE Official may prescribe. Monthly status reports shall be provided to the M/WBE Official at the request of the MBE Office.

At a minimum, the successful Proposer shall submit to the City within thirty (30) days of completion of all work performed under the contract a final report detailing the portion of the work performed by City certified or recognized MBE and WBE firms and the percentage of work subcontracted to each.

If the successful Proposer fails to achieve the subcontracting participation percentages set forth in their proposal, the successful Proposer shall state the reason for such failure in its report to the City. For continuing contracts, the successful Proposer shall also submit such a report on an annual basis within (30) days of the anniversary date of the contract and upon expiration or termination of the contract. In the event that a successful Proposer fails to provide an explanation acceptable to the City as to why it was not able in good faith to achieve the anticipated level of MBE/WBE participation set forth in its proposal, the City may consider such failure in evaluating future responses to solicitations from the Proposer and in determining whether to renew any ongoing contracts with the Proposer. The MBE Office shall have the right to review and audit records, receipts and documents maintained by the Proposer, upon reasonable notice.

4. Plan Changes:
Any deviation from the proposed MBE/WBE participation by the successful Proposer must be reported to and approved in writing by the M/WBE Official. Deviations shall only be allowed for good cause. Failure to comply shall result in the City imposing penalties on the successful Proposer; such penalties may include suspension or debarment from obtaining future City contracts.

5. Miscellaneous:
There shall be no third party beneficiaries of the Minority Business Enterprise or Women-Owned Business Enterprise provisions of this Contract. The City of Orlando shall have the exclusive means of enforcement of Chapter 57 of the City Code and contract terms. No right of action for non-signatories of the Contract is intended or implied. The City of Orlando is the sole judge of compliance and whether a good faith effort has been made under the City Code and the Contract.For further information regarding this program, please refer to Chapter 57 of the Code of the City of Orlando or contact:

Minority Business Enterprises Office
City Hall at One City Commons, 5th Floor
400 South Orange Avenue
Orlando, Florida 32801-3302
Telephone: (407) 246-2623

For the City's information, if your company is currently certified or recognized, please enter the certification number and the expiration date in spaces provided below or submit with your Proposal a copy of the notification received from the City stating that your company is recognized by the City as a Minority/Women-Owned Business Enterprise:

Business Name: _____

Certification Number: _____

Expiration Date: _____

MBE/WBE UTILIZATION SCHEDULE

MBE UTILIZATION

Subcontractor's Name and City Certification Number:	Description of Work to be Performed:	Estimated Percentage of Work :
1.		_____ %
2.		_____ %
3.		_____ %
4.		_____ %

TOTAL MBE _____%

WBE UTILIZATION

Subcontractor's Name and City Certification Number:	Description of Work to be Performed:	Estimated Percentage of Work :
1.		_____ %
2.		_____ %
3.		_____ %

TOTAL WBE _____%

ATTACHMENT "G"

VETERAN BUSINESS ENTERPRISE PARTICIPATION FORM

VETERAN BUSINESS ENTERPRISE PARTICIPATION FORM - RFP

In order to foster economic development and business opportunities, promote the growth and development of local businesses, and rectify the economic disadvantages of service-disabled veterans and wartime veterans who have made extraordinary sacrifices on behalf of the nation, the City of Orlando has adopted a Veteran Business Enterprise ("VBE") Preference. For further information regarding this program, please refer to Chapter 7 of the Code of the City of Orlando.

For purposes of this solicitation, respondents may receive two (2) points for participation in their proposal by one or more qualifying Veteran Business Enterprises as subcontractors. Such points will be awarded as follows:

> Two (2) points shall be awarded for listing below one or more qualifying VBE subcontractors which Respondent intends to use on the Contract to perform useful business functions.

In order for a respondent to receive credit for listing a VBE subcontractor, the subcontractor for which credit is sought must have its principal place of business in the Metropolitan Statistical Area ("Orlando MSA") (i.e. Orange, Lake, Seminole or Osceola Counties) and be a certified veteran business enterprise by the State of Florida Department of Management Services ("DMS") as set forth in Section 295.187 of the Florida Statutes as of the date set for submittal of bids.

In accordance with City Code, a subcontractor that is both a qualifying VBE and a City certified or recognized Minority Business Enterprise ("MBE") or Woman Owned Business Enterprise ("WBE") may not receive scoring consideration for more than one status. Accordingly, a respondent should list an eligible subcontractor on either the M/WBE Participation Form or the VBE Participation Form, but not both forms. In the event that a respondent mistakenly lists a qualifying VBE subcontractor who is also a City certified or recognized MBE or WBE firm for consideration for scoring as both a VBE and as a MBE or WBE subcontractor in its proposal, the listed VBE subcontractor shall not receive scoring credit as a VBE, but shall be evaluated only as an MBE or WBE firm as part of the scoring evaluation.

There shall be no third party beneficiaries of the Veteran Business Enterprise Preference provisions of this solicitation or resulting contract. The City of Orlando shall have the exclusive means of enforcement of the Veteran Business Enterprise Preference Ordinance and any contract terms. No right of action for non-signatories of the contract is intended or implied. The City of Orlando is the sole judge of compliance. All solicitations and submittals awarded will be evaluated in accordance with Chapter 7 of the Code of the City of Orlando.

Respondents awarded a contract shall submit periodic reports of participation by VBE firms in such form and manner and at such time as the City or the City's Minority Business Enterprise (MBE) Director may prescribe. At a minimum, the successful Proposer shall submit to the City within thirty (30) days of completion of all work performed under the contract a final report detailing the portion of the work performed by VBE firms and the percentage of work subcontracted to each. The City shall have the right to review and audit records, receipts, and documents upon reasonable notice.

If Respondent is proposing to utilize any VBE subcontractors which are currently certified by the State of Florida Department of Management Services and have their principal place of business in the Orlando MSA, please enter the name of the subcontractor, the subcontractor's VBE certification number and the address of the principal place of business of the VBE. **Work that is self performed by a respondent that is a VBE firm shall not be listed below as respondents are not subcontractors and, as stated above, VBE participation points for this solicitation are being awarded for participation by VBE firms in subcontracting.**

VBE Subcontractor's Name:	VBE Subcontractor's Principal Place of Business	Description of Work to be Performed:	Florida DMS Certification Number :
1.			
2.			
3.			

ATTACHMENT "H"

QUESTIONS REGARDING SOLICITATION OR PROPOSAL PROCESS FORM

WRITTEN QUESTIONS

Any questions about the RFP or the solicitation process must be received by the City in writing by the cut-off date for questions set forth in the RFP. For uniformity, the City requests that you use the following format. No verbal inquiries will be accepted. Any questions received after the cut-off date for questions as set forth in the RFP will not be considered. Please submit all questions to the Purchasing Agent as identified in this Request for Proposal.

Only written answers and clarifications in the form of a written Addendum to the solicitation will be binding. Oral answers will not be authoritative.

SOLICITATION NUMBER: RFP14-0312 **DATE SUBMITTED:** _____

SOLICITATION TITLE: SINGLE-SPACE PARKING METER MECHANISMS WITH CREDIT CARD ACCEPTANCE, WEB-BASED MANAGEMENT, AND VEHICLE DETECTION SYSTEM

COMPANY NAME: _____

ADDRESS: _____

CITY: _____ **STATE:** _____ **ZIP:** _____

CONTACT NAME: _____ **PHONE:** _____

1. _____

_____

2. _____

_____

3. _____

_____

4. _____

_____

5. _____

_____

ATTACHMENT "I"

PRICE PROPOSAL

SINGLE-SPACE PARKING METER MECHANISMS WITH CREDIT CARD ACCEPTANCE, WEB-BASED MANAGEMENT, AND VEHICLE DETECTION SYSTEM
PRICE PROPOSAL

This will be a firm; fixed price Contract and the Scope of Services to be completed by Contractor as defined in this Request for Proposal consists of specific tasks. Compensation for the work tasks stated herein shall be in accordance with the following Price Proposal:

GROUP I: INITIAL PROJECT

TASK 1:
Task(s) to be completed: Within 60 days of award Contractor is to supply 1100 credit card enabled single space meter mechanism, including shipping, with on-going web-based wireless data and management system. In addition, Contractor is to provide a pay by cell phone provider that integrates with their meter, on-site training for City staff, commissioning and testing as per specifications including all one time fees.
Comments:
Completion Time:
Compensation for **TASK 1: $**

TASK 2:
Task(s) to be completed: Contractor is to supply 562 vehicle detection sensors including shipping within **60 days** of award.
Comments:
Completion Time:
Compensation for **TASK 2: $**

TASK 3:
Task(s) to be completed: Within **90 days** of award Contractor is to install all 562 vehicle detection sensors, commissioning and testing of VDS system for accuracy. Entire system to be warranty for (12) months from date of acceptance.
Comments:
Completion Time:
Compensation for **TASK 3: $**

SUBTOTAL PRICE FOR GROUP I: $ _____

GROUP II: RECURRING PRICES

Ongoing Meter Data & Management System Prices (Annual)						
Item	***Estimated Quantity***	***Unit***	***Description***	***Rate***	***x 12 months***	***Total (Quantity x Rate x 12)***
1.	**1100**	**EA**	Secure Wireless Gateway / Data Fee Meter Management Software license Fee (per month) monthly	**$**	***x 12 months***	**$_____**
2.	**562**	**EA**	Sensor Management System Data Fee (per month) per sensor/month	**$**	***x 12 months***	**$_____**
3.	**562**	**EA**	Sensor Real–Time Reporting Fee (per month) per sensor/month	**$**	***x 12 months***	**$_____**
4.	**1000**	**EA**	Credit Card Payment Gateway Fee (per transaction)	**$**	***x 12 months***	**$_____**
					SUBTOTAL PRICE FOR GROUP II:	**$_____**

GRAND TOTAL PRICE (GROUP I & II) $_____

GROUP III: CUSTOMER PAID TRANSACTION FEES

(GROUP III – FOR INFORMATIONAL PURPOSES ONLY. TOTAL FOR THIS GROUP WILL NOT BE INCLUDED IN THE EVALUATION OR IN GRAND TOTAL)

Customer Paid Transaction Fees for Credit Card and Pay-by-Cell Payments (Annual)					
Estimated Quantity	*Unit*	*Description*	*Rate*	*x 12 months*	*Total (Quantity x Rate x 12)*
1000	**EA**	Pay-by-Cell Fee (per transaction)	**$**	*X 12 months*	**$**_____
				SUBTOTAL PRICE FOR GROUP III:	**$**_____

GROUP IV: REPLACEMENT PRICES (to include equipment, installation, and shipping)

(GROUP IV – OPTIONAL (MAY OR MAY NOT BE USED. TOTAL FOR THIS GROUP WILL NOT BE INCLUDED IN THE EVALUATION OR IN GRAND TOTAL)

CREDIT CARD ENABLED SINGLE SPACE PARKING METERS & SENSORS							
Item	*Estimated Quantity*	*Unit*	*Description*	*Manufacturer*	*Model*	*Unit Price*	*Total (Quantity x Unit Price)*
1.	1	EA	New Single Space Electronic Meter Mechanism with Credit Card Capability			$_____	$_____
2.	1	EA	Vehicle Detection Sensor			$_____	$_____
3.	1	EA	Sensor Installation Service			$_____	$_____
						SUBTOTAL PRICE FOR GROUP IV:	**$**_____

SUBTOTAL PRICE FOR GROUP IV: $ _____

NOTES:

PLEASE INCLUDE ANY PRODUCT LITERATURE AND SPECIFICATIONS WITH YOUR PROPOSAL.

PROPOSER MAY ATTACH AN ADDITIONAL PRICE SCHEDULE SEPARATELY IF PROPOSER OFFERS ADDITIONAL SERVICES.

_____
Authorized Signature

_____
Printed Name

_____
Date

CITY OF ORLANDO

July 18, 2014

MEMORANDUM

TO: **All Proposers**

FROM: Diane Wetherington, Purchasing Agent III

SUBJECT: Request for Proposal for Single-Space Parking Meter, Mechanisms with Credit Card Acceptance, Web-Based Management and Vehicle Detection System
Transmittal of Addendum No. One (1)
RFP14-0312

This Addendum is being issued to answer written questions submitted to date, and to amend the solicitation accordingly.

A. WRITTEN QUESTION RECEIVED:

Question One (1):
Section 6.7.E –Credit Card Payment – What specific information does the City want to see regarding the contractors agreement with third party gateway providers?

Answer One (1):
Provide a copy of agreement with third party gateway provider.

Question Two (2):
Sections 10.0 D and Section 5 Mandatory Minimum Qualifications – Can the City please provide examples of the type of documentation necessary to fulfill the Mandatory Minimum Qualification requirements, ie. proof of installations?

Answer Two (2):

a. Provide a copy of current corporation or business license showing legal status for past five years.
b. Provide copies of customer documentation which demonstrates meeting the requirement, such as but not limited to, signed purchase orders, work orders, contract fulfillment documents, etc., showing similar system installed at three (3) locations with a minimum of 1000 meters in total. It must include quantity of meters, municipality, contact person, address, telephone and email with description of the project. This information should complement the information provided in Attachment "E" References.

Question Three (3):
Section 1.0 – Description of Project – Will all 1,100 meters and sensors be installed in Duncan Model 90 housings? Please confirm these are existing housings, that is, no new poles or housings are required to be installed for this project.

Answer Three (3):
All 1100 meters will be installed in existing Duncan Model 90 single parking meter housings. No new poles or housings are required in the specifications for this project.

Question Four (4):
Does the City plan to install sensors on meter poles that currently have decorative or protective sleeves on them? If so, how many?

Answer Four (4):
Yes, if pole sensors are selected. There are four (4) poles that have decorative sleeves.

Question Five (5):
Does the City utilize a double meter adapter? If so, how many?

Answer Five (5):
The City uses (445) duplex meter adapter housings on a single pole, and (14) single housing meters on a double yoke on (7) poles

Question Six (6):
What system does the City have in place currently for parking enforcement?

Answer Six (6):
At present the City uses the Clancy System for enforcement.

Question Seven (7):
Do the meters require integration with the City's "Meter Card" program? If so, what platform do the cards run on?

Answer Seven (7):
No, the specifications do not require integration with the City's current meter card program.

Question Eight (8):
Does the City desire the Pay-By-Cell (PBC) payments be pushed to the meter in real-time so the actual time is displayed on the meter?

Answer Eight (8):
Yes, section 6.0 paragraph four specifies this requirement.

Question Nine (9):
Does the City desire the sensors to reset the meters to zero when the parking space is vacated?

Answer Nine (9):
Not at the present time. The back office meter management system should have this capability if the City desires to use this feature in the future.

Question Ten (10):
With regard to references, does the City desire the references be U.S. installations?

Answer Ten (10):
The City prefers U.S. installations, but not mandatory.

Question Eleven (11):
Does the City wish to continue to use the current merchant account services or should a quote be included for this, as well?

Answer Eleven (11):
The City wishes to use the current merchant account services.

Question Twelve (12):
Are there costs associated with permitting in the case of the in-street sensors?

Answer Twelve (12):
There is no cost associated with permitting.

Question Thirteen (13):
On page #64, Recurring Prices item #4, the estimated quantity of credit card transactions is stated as 1,000. Is that 1,000 per meter each month, which would seem to be substantially higher than the average, or is that a total of 1,000 each month for all 1,100 meters? Same question for page 65 under Pay-by Cell payments which is also listed as a quantity of 1,000.

Answer Thirteen (13):
These are estimated totals each month for all meters. This is for credit card and pay-by-cell fee information purpose only.

B. FINAL COMMENT:

Only written questions answered in writing by formal Addendum will be binding. Oral and other interpretations or clarifications will be without legal effect. Questions received after the cut-off date and time for questions from Respondents set forth on page 7 of the Request for Proposal will not be given any consideration. (See Section 15 on Pages 23 of the solicitation package.) Please remember that you are to base your proposal on the original solicitation package plus any (and all) subsequent Addendum (or addenda) issued.

Firms are reminded to review the original solicitation and all subsequent Addenda issued.

THE ATTACHED SIGNATURE PAGE MUST BE COMPLETED AND RETURNED WITH YOUR PROPOSAL.

In other respects, except as specifically stated above, the subject Request for Proposal remains unchanged.

SIGNATURE PAGE

Proposers are asked to acknowledge receipt of this Addendum Number One (1), by completing the information requested below and submitting this information with their proposal. Failure to do so may subject the proposer to disqualification.

ALL OTHER SPECIFICATIONS AND CONDITIONS REMAIN UNCHANGED.

RECEIPT OF THIS ADDENDUM IS HEREBY ACKNOWLEDGED

_____
NAME OF BUSINESS

BY:_____
SIGNATURE/DATE

_____
NAME & TITLE, TYPED OR PRINTED

_____
MAILING ADDRESS

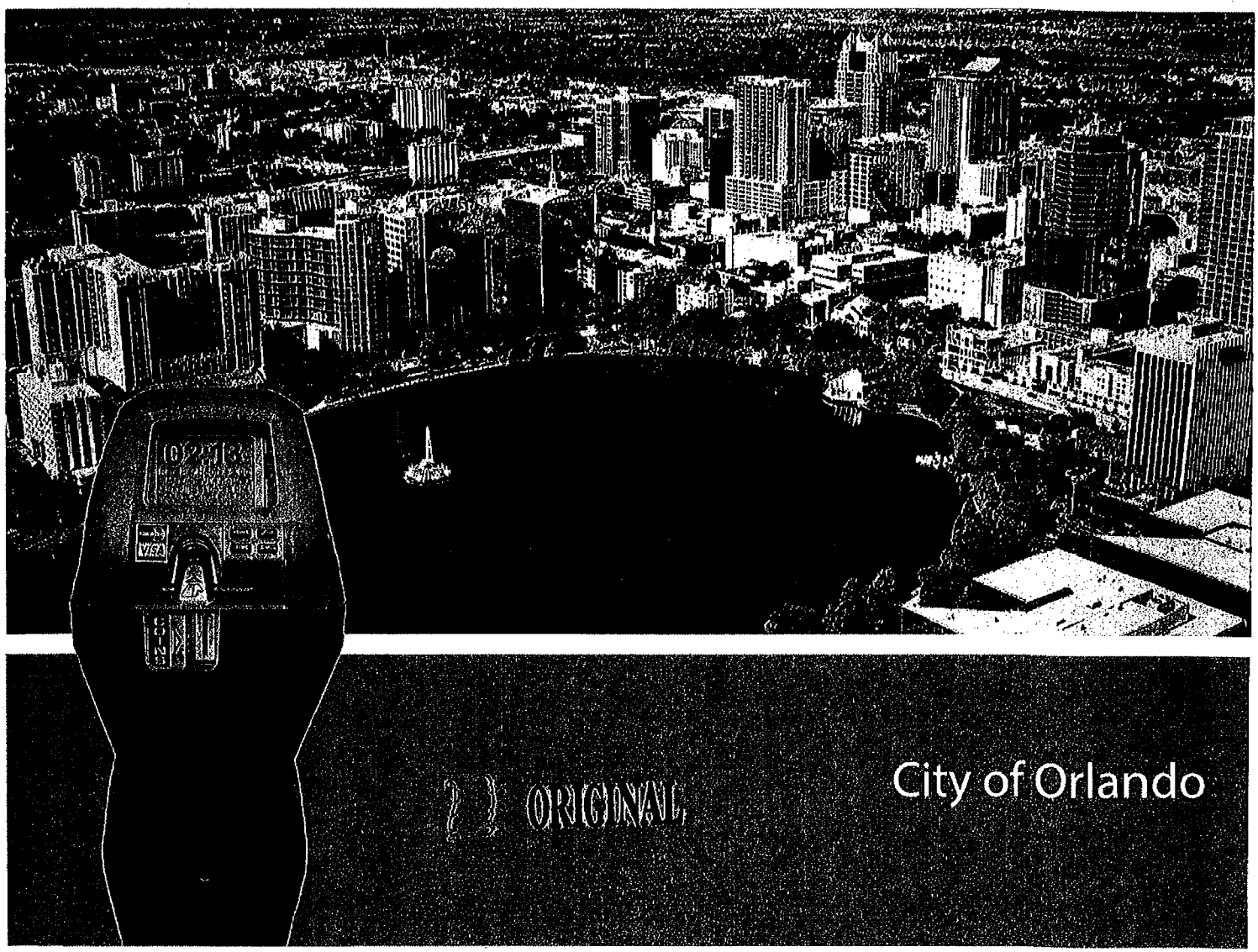
_____
CITIES, STATE, ZIP CODE

(_____)_____
AREA CODE AND TELEPHONE NUMBER

EXHIBIT "C"

Contractor's Proposal

RFP14-0312 for Single-Space Parking Meter Mechanisms with CC Acceptance, Web-Based Management, and Vehicle Detection System



ORIGINAL

City of Orlando

Deadline:
July 24, 2014
2 PM

Prepared by:
IPS Group, Inc.
5601 Oberlin Drive
Suite 100
San Diego, CA 92121 U.S.A.
www.ipsgroupinc.com

Contact:
Chad Randall
Chief Operating Officer
IPS Group, Inc.
Direct: 858.404.0607
Fax: 858.408.3352
chad.randall@ipsgroupinc.com

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Letter of Transmittal

City of Orlando
Procurement and Contracts Division
Attn: Diane Wetherington
400 South Orange Avenue, 4th Floor
Orlando, FL 32801

Re: RFP14-012 for Single-Space Parking Meter Mechanisms with Credit Card Acceptance, Web-based Management and Vehicle Detection System

Dear Ms. Wetherington:

Thank you for the opportunity to submit this response to the City of Orlando's Request for Proposals RFP14-012 for Single-Space Parking Meter Mechanisms with Credit Card Acceptance, Web-based Management and Vehicle Detection System. As a pioneer in the industry since 1994, the IPS product portfolio has evolved to meet the ever changing needs of our customers. IPS has grown from the inventor of the credit card-enabled single-space parking meter to a leading provider of single-space meters, multi-space meters, sensors and smart collection systems. Through this evolution, what has remained unchanged is our ability to deliver proven products, a state-of-the-art Data Management System and unparalleled customer support.

Our Solution/Implementation Approach

Our goal is to develop a long-term partnership, rooted in open, honest communication, close cooperation, responsive customer service, and practical application of parking technologies. For the single-space meter requirement, IPS is proud to offer the M5™ credit card-enabled single-space meter which retrofits into the City's existing on-street meter housings, while incorporating additional payment options (credit/debit card, coins, smart card, pay-by-cell, and optional contactless payment), access to real-time parking meter data, solar-power technology, and a comprehensive web-based meter management system. We are partnering with pay-by-cell provider, Parkmobile, to bring mobile payment options to the City's patrons. In addition, IPS is proposing our in-ground vehicle detection sensor technology. IPS sensor technology employs magnetic based sensing, which is the most accurate and reliable technology available in the world. It is not prone to the negative effects of snow, rain, people standing between a meter and a parking space, or vandalism as on-pole sensors are. Further, IPS offers the only PROVEN sensor technology that will allow the City to employ unique capabilities such as the meter reset and anti-meter feeding functions. IPS is also partnering with ParkMe to provide Orlando motorists with a convenient parking guidance phone application which enables drivers to find available parking from smartphones, the web, and in-car navigation systems using real-time data from IPS meters and sensors. We feel that IPS sensors are most effective system on the market today. However, should the City desire an alternative sensor technology, IPS can seamlessly integrate with third-party systems.

Both the single-space meter and vehicle detection sensors are integrated into one web-based back end system. This combination represents the most cost effective and user-friendly approach when upgrading to new meter technology.

Relevant Experience to Proposed Solution

IPS has the most experience in the industry when it comes to credit card-enabled single-space parking meters and vehicle detection sensors. IPS operates more than 140,000 credit card-enabled single-space parking meters and 10,000 sensors across the US and Canada, in more than 200 cities. We are the only company with the demonstrated ability to scale our single-space, credit card-enabled parking meter solution on a large scale basis as evidenced by our customer references. IPS products are manufactured and supported at our San Diego-based corporate offices and we are proud to help drive our national economy. What's more, IPS hosts all data systems in a secure location in the USA – no information is transferred or stored outside of the USA. IPS truly understands the need for superior service and support and we are committed to make this project a complete success.

Summary of Key Differentiators

PROVEN Technology	IPS is the only proven single-space credit card-enabled parking meter and vehicle detection sensor company able to fulfill the requirements of this bid. With over 140,000 meters and 10,000 sensors installed in over 200 client sites IPS **has more experience with providing the products and services required in this RFP than all of our competitors combined.** • 140,000+ credit card-enabled smart meters installed in 200 cities with multiple large scale deployments of 5,000+ meters, including: San Francisco, Los Angeles, Santa Monica, and Denver. • Approximately 4 million credit card transactions processed in real-time per month • Seamless third-party integrations with pay-by-cell providers and parking guidance application providers translate into enhanced customer convenience and greater payment options.
Network Reliability	IPS meters are certified to operate on both the GSM and CDMA platforms which results in greater reliability for the City of Orlando. IPS will conduct pre-installation surveys using both IPS meter equipment and handheld multi-carrier single-strength testers (Squid tester) to highlight any potential problem areas and address with carrier in advance of the deployment.
Partnerships with M/W/VBEs	IPS is committed to providing opportunities to involve local M/W/VBEs wherever possible in the City of Orlando project. As such, IPS conducted extensive outreach efforts to identify and screen qualified partners. We are proud to include Montgomery Consulting Group and CBR Public Relations, both local WBEs in our proposal to provide GIS mapping services and public relations services, respectively.
Manufactured in USA	While many of our competitors' products are manufactured outside of the US, IPS is proud to manufacture at its corporate headquarters in San Diego, CA. Furthermore, all engineering, card processing, data storage and back office hosting server systems are based in the US.
Leader in Innovation	As a technology company, IPS invests heavily in research and development in order to position itself as the industry leader. As such we are able to provide our clients with state-of-the-art products to help maximize existing infrastructure, enhance revenue and improve the overall customer experience. Some examples include: vehicle detection sensors, smart collection systems, visual analytics tools and mobile maintenance phone applications, to name a few. Unlike our competition, our parking meter technology allows all rate changes, firmware downloads, and communication to/from the meter to take place remotely with no need to physically visit the meter.
Comprehensive Customer Support	As our references will attest to, IPS provides dedicated customer support throughout the life of the project to ensure a seamless and successful deployment. We offer on-site support during the installation, hands on training, a 24/7 toll free support number, and online training manuals. Additionally, our engineering, R&D and manufacturing operate at our San Diego corporate headquarters and can offer additional support as needed.

We clearly understand that the City is seeking the best meter and parking technology options available. We believe that when you compare the strength and experience of the IPS team, the proven nature of the single-space and sensor solution proposed, and the superior total cost of ownership, that you will agree that our team is uniquely positioned to provide the City of Orlando with outstanding products, people, and support.

Respectfully,

Chad P. Randall - Chief Operating Officer, IPS Group Inc. (authorized to legally bind)
5601 Oberlin Drive, Suite 100
San Diego, CA 92121
(858) 404-0603 | *chad.randall@ipsgroupinc.com*

ADDENDUM RECEIPT VERIFICATION

The undersigned acknowledges receipt of the following addenda to the Documents (Give number and date of each):

Addendum No. 1 Dated July 14, 2014

Addendum No. 2 Dated July 18, 2014

Addendum No. _____ Dated _____

Addendum No. _____ Dated _____

FAILURE TO SUBMIT ACKNOWLEDGMENT OF ANY ADDENDUM THAT AFFECTS THE PROPOSAL PRICES IS CONSIDERED A MAJOR IRREGULARITY AND WILL BE CAUSE FOR REJECTION OF THE PROPOSAL.

IPS Group, Inc.
Company

Signature

Chad Randall, Chief Operating Officer
Title

CITY OF ORLANDO

Addendum 1 - Issued July 14, 2014

Procurement and Contracts Division
NON-MANDATORY Pre-Bid / Proposal Sign-In Sheet

Date: 7/10/14	Time: 10:00 a.m.	Bid Number: RFP14-0312	Location: The Procurement and Contracts Divisic at City Hall at One City Commons, 400 South Oran Avenue, 4th Floor, Orlando, Florida

Title: SINGLE-SPACE PARKING METER MECHANISMS WITH CREDIT CARD ACCEPTANCE, WEB-BASED MANAGEMENT, AN VEHICLE DETECTION SYSTEM

Procurement & Contracts Division 400 South Orange Avenue Orlando, Florida 32801	**Diane Wetherington, Purchasing Agent III**	**Diane.Wetherington@cityoforlando.net**	**(407) 246-2329**	**(407) 246-28**
IPS Group	Sherry Fountain Sherry Fountain	sherry.fountain@ipsgroup.com	479-4189239	
PayByPhone	Diane Burgess	dburgess@paypoint.com	501 504 0932	
Duncan Solutions	Chris Agrell Todd Neville	cagrell@duncansolutions.com	414-248-2803	
CITY OF ORLANDO PARKING	Tom PAPSODERO	THOMAS.PAPSODERO@CITY OF ORLANDO.	407 246-3769	

NOTE: DO NOT WRITE ON THE BACK OF THE FORM.

CITY OF ORLANDO

July 18, 2014

MEMORANDUM

TO: **All Proposers**

FROM: Diane Wetherington, Purchasing Agent III

SUBJECT: Request for Proposal for Single-Space Parking Meter, Mechanisms with Credit Card Acceptance, Web-Based Management and Vehicle Detection System
Transmittal of Addendum No. One (1)
RFP14-0312

This Addendum is being issued to answer written questions submitted to date, and to amend the solicitation accordingly.

A. WRITTEN QUESTION RECEIVED:

Question One (1):
Section 6.7.E –Credit Card Payment – What specific information does the City want to see regarding the contractors agreement with third party gateway providers?

Answer One (1):
Provide a copy of agreement with third party gateway provider.

Question Two (2):
Sections 10.0 D and Section 5 Mandatory Minimum Qualifications – Can the City please provide examples of the type of documentation necessary to fulfill the Mandatory Minimum Qualification requirements, ie. proof of installations?

Answer Two (2):

a. Provide a copy of current corporation or business license showing legal status for past five years.
b. Provide copies of customer documentation which demonstrates meeting the requirement, such as but not limited to, signed purchase orders, work orders, contract fulfillment documents, etc., showing similar system installed at three (3) locations with a minimum of 1000 meters in total. It must include quantity of meters, municipality, contact person, address, telephone and email with description of the project. This information should complement the information provided in Attachment "E" References.

Question Three (3):
Section 1.0 – Description of Project – Will all 1,100 meters and sensors be installed in Duncan Model 90 housings? Please confirm these are existing housings, that is, no new poles or housings are required to be installed for this project.

SIGNATURE PAGE

Proposers are asked to acknowledge receipt of this Addendum Number One (1), by completing the information requested below and submitting this information with their proposal. Failure to do so may subject the proposer to disqualification.

ALL OTHER SPECIFICATIONS AND CONDITIONS REMAIN UNCHANGED.

RECEIPT OF THIS ADDENDUM IS HEREBY ACKNOWLEDGED

IPS Group, Inc.
NAME OF BUSINESS

BY: _____
SIGNATURE/DATE

Dario Paduano, Chief Financial Officer
NAME & TITLE, TYPED OR PRINTED

5601 Oberlin Drive, Suite 100
MAILING ADDRESS

San Diego, CA 92121
CITIES, STATE, ZIP CODE

(858) 404-0603
AREA CODE AND TELEPHONE NUMBER

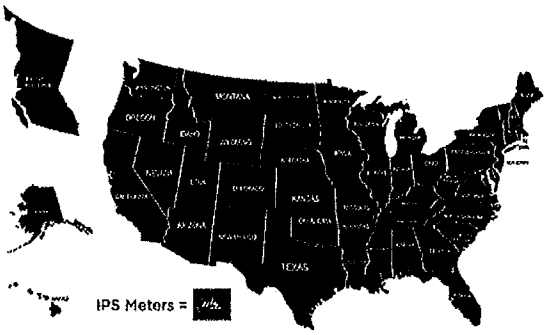
Chapter 1 Mandatory Minimum Qualifications & Documentation

1. The Contractor must be actively in business performing similar services for at least five years.

Please see the IPS Group articles of incorporation following this chapter as required documentation.

CORPORATE HISTORY

IPS Group, Inc. has been in the parking and telecommunications business for nearly 20 years (starting in South Africa), with installations in the US, Canada, South Africa, United Kingdom, Australia and New Zealand. IPS began as a wireless telecommunications company, providing pay-phone solutions and telephone management systems to countries all over the world. In 1994, IPS Group South Africa entered the parking and telecommunications marketplace, as one of the first manufacturers of card and coin multi-space pay stations. Today, while our telecommunications experience sets IPS apart, our focus on designing, manufacturing, and supporting the best parking solutions on the market has become our focus. To date, IPS operates more than 140,000 credit card-enabled single-space parking meters across the US and Canada, in more than 200 cities.



IPS has more wireless devices deployed than our competitors combined.

We invite the City of Orlando to contact our references, listed in Chapter 3, who can attest to the level of service IPS provides.

AWARDS

We believe our experience in the technology and telecommunications industries has helped us create products that provide the best combination of convenience, user experience, enforceability and cost of ownership among any parking meter product in the industry today. As evidence of such, IPS has been recognized with many awards including:

- First place in the Deloitte Technology Fast 50 (an honor bestowed upon the fastest growing technology companies)
- International Design Award, 2009
- Clean Technology Award, 2009
- Connected Word Value Chain Award, 2012
- US Mayors for Excellence in Public/Private Partnership for Coin/Credit Parking Meter Technology Upgrade in the City of Los Angeles, CA January 2012
- Vic Kops Humanitarian Award, Alonzo Awards, 2012
- Smart City Parking System, GOOD DESIGN SELECTION®, Commercial and Industrial Category, 2014
- 2014 International Parking Institute Parking Matters Marketing & Communications Award

IPS TIMELINE

1994 — IPS Group South Africa established as one of the first manufacturers of card and coin multi-space parking pay stations

1998 — IPS pay-phone solutions and telephone management systems are deployed all over the world

1999 — Parking enforcement equipment, citations processing, and traffic services provided to municipalities

2000 — IPS Group, Inc. USA Incorporated in Pennsylvania

2002 — Deloitte Fast 50 Award

2005 — "Smart" single space meter is invented

2007 — First credit card enabled, solar powered single-space parking meter installed

2009 — TechAmerica "Green Technology" Award Wireless vehicle detection sensors developed

2011 — Corporate Social Responsibility donation meter program begins

2012 — US Conference of Mayors Award for public/private partnership
Vik Kops Humanitarian Award
Connected World Award

2013 — IPS meters become CDMA certified
Revolution pay station retrofit kits and MSI multi-space meters designed

2. Contractor must have installed a similar system as proposed in these specifications at (3) locations with a minimum of 1,000 meters in total.

As the leading provider of single-space parking meters, IPS has several installations of 1,000 or more meters. For the purposes of evaluation, our 10 largest installations are included below.

Municipality	Number of Meters
City of Los Angeles, CA	33,000 single-space parking meters
San Francisco Municipal Transportation Authority (SFMTA)	31,500 single-space parking meters
City and County of Denver, CO	6,000 single-space parking meters
City of Santa Monica, CA	6,000 single-space parking meters and sensors
Washington, D.C.	5,700 single-space parking meters
City of Columbus, OH	5,000 single-space parking meters
City of Beverly Hills, CA	2,600 single-space parking meters
City of West Hollywood, CA	2,000 single-space parking meters
City of Manhattan Beach, CA	1,700 single-space parking meters
City of Berkeley, CA	1,600 single-space parking meters

By submitting a Proposal, the Proposer certifies that the Proposer has fully read and understands the Proposal method and has full knowledge of the scope, nature, and quality of work to be performed.

IPS complies. IPS has thoroughly read the RFP requirements and related addenda and has full knowledge of the scope, nature and quality of work to be performed.

Each Proposer shall complete the "Proposer's Certification Form", included with this Request for Proposal as Attachment "C", and submit the form with their Proposal. The failure of a Proposer to submit this document will be cause for rejection of the Proposal.

IPS complies. Please see Attachment C, located at the end of this chapter.

PROPOSER'S CERTIFICATION

I have carefully examined the Request for Proposal and any other documents accompanying or made a part of this Request for Proposal.

I hereby propose to furnish the goods or services specified in the Request for Proposal at the prices or rates quoted in my Proposal. I agree that my Proposal will remain firm for a period of up to one hundred eighty (180) days in order to allow the City adequate time to evaluate the Proposals.

I agree to abide by all conditions of this Proposal and understand that a background investigation may be conducted by the Orlando Police Department prior to award.

I certify that all information contained in this Proposal is truthful to the best of my knowledge and belief. I further certify that I am duly authorized to submit this Proposal on behalf of the Proposer as its act and deed and that the Proposer is ready, willing and able to perform if awarded the Contract.

I certify, under oath, that this Proposal is made without prior understanding, agreement, connection, discussion, or collusion with any other person, firm or corporation submitting a Proposal for the same product or service. I further certify that no officer, employee or agent of the City of Orlando or of any other Proposer has a financial interest in this Proposal. I further certify that the undersigned executed this Proposer's Certification with full knowledge and understanding of the matters therein contained and was duly authorized to do so.

IPS Group, Inc.
NAME OF BUSINESS

BY: [signature]
SIGNATURE

Chad Randall, COO
NAME & TITLE, TYPED OR PRINTED

5601 Oberlin Drive, Suite 100
MAILING ADDRESS/ OR IF DIFFERENT YOUR PRINCIPAL PLACE OF BUSINESS

San Diego, CA 92121
CITY, STATE, ZIP CODE

(858) 404-0607
TELEPHONE NUMBER

(858) 408-3352
FAX NUMBER

chad.randall@ipsgroupinc.com
E-MAIL ADDRESS

Sworn to and subscribed before me

this 15th day of

July, 2014

[signature]
Signature of Notary

Notary Public, State of California
Personally Known

-OR-
Produced Identification _____

Type: _____

DUNS Number: _____

Company Tax ID # _____
(The City only requires Company Tax Id numbers. The City is not requesting individual social security numbers.)

N. S. YBARRA
Commission No. 2039853
NOTARY PUBLIC-CALIFORNIA
SAN DIEGO COUNTY
My Comm. Expires AUGUST 31, 2017

Microfilm Number_____

Entity Number 2917215

Filed with the Department of State on JAN 06 2000

Secretary of the Commonwealth

ARTICLES OF INCORPORATION-FOR PROFIT
OF

IPS GROUP INC.

Name of Corporation
A TYPE OF CORPORATION INDICATED BELOW

Indicate type of domestic corporation:

X **Business-stock** (15 Pa.C.S. § 1306)

___ **Business-nonstock** (15 Pa.C.S. § 2102)

___ **Business-statutory close** (15 Pa.C.S. § 2303)

___ **Cooperative** (15 Pa.C.S. § 7102)

___ **Management** (15 Pa.C.S. § 2702)

___ **Professional** (15 Pa.C.S. § 2903)

___ **Insurance** (15 Pa.C.S. § 3101)

DSCB:15-1306/2102/2303/2702/2903/3101/7102A (Rev 91)

In compliance with the requirements of the applicable provisions of 15 Pa.C.S. (relating to corporations and unincorporated associations) the undersigned, desiring to incorporate a corporation for profit hereby, state(s) that:

1. The name of the corporation is: IPS Group Inc.

2 The (a) address of this corporation's initial registered office in this Commonwealth or (b) name of its commercial registered office provider and the county of venue is:

(a) _____
Number and Street City State Zip County

(b) c/o: M. Burr Keim Company Philadelphia
Name of Commercial Registered Office Provider County

For a corporation represented by a commercial registered office provider, the county in (b) shall be deemed the county in which the corporation is located for venue and official publication purposes.

3. The corporation is incorporated under the provisions of the Business Corporation Law of 1988.

4. The aggregate number of shares authorized is: 1,000 (other provisions, if any, attach 8 1/2 x 11 sheet)

5. The name and address, including number and street, if any, of each incorporator is:

Name	Address
Linda M. Lee	200 Four Falls Corporate Center, Suite 400
	West Conshohocken, PA 19428

DSCB:15-1306/2102/2303/2702/2903/3101/7102A (Rev 91)-2

6. **The specified effective date**, if any, is: Upon filing
month day year hour, if any

7. Additional provisions of the articles, if any, attach an 8 1/2 x 11 sheet.

8. **Statutory close corporation only:** Neither the corporation nor any shareholder shall make an offering of any of its shares of any class that would constitute a "public offering" within the meaning of the Securities Act of 1933 (15 U.S.C. § 77a et seq.).

9. **Cooperative corporations only:** (Complete and strike out inapplicable term) The common bond of membership among its members/shareholders is: n/a

IN TESTIMONY WHEREOF, the incorporator(s) has (have) signed these Articles of Incorporation this 29 th day of December, 1993.

Lindin M. Lee
(Signature)

(Signature)

Chapter 2 General Business Information

1. Legal Name of Proposer, the address of Proposer's principal place of business, phone number, fax number, name of principal in charge and email address.

IPS Group, Inc.
5601 Oberlin Drive, Suite 100
San Diego, CA 92121
Tel. 858.404.0603 Fax 858.408.3352
Chad Randall, COO
chad.randall@ipsgroupinc.com

2. Name(s) of person(s) to be contacted for information or services if different from name of principal in charge.

Chad Randall

3. Business Form - State if Proposer's business is local, national, or international and indicate the business's legal status (corporation, partnership, etc.) Provide the date the Proposer was organized or incorporated and state of incorporation. If the Proposer is a joint venture, please list the partners and the date such joint venture was formed.

IPS (www.ipsgroupinc.com) is a privately held corporation, establishing its US based operations on January 6, 2000 in the state of Pennsylvania and is headquartered at 5601 Oberlin Drive, Suite 100, San Diego, CA 92121, (858) 404-0603, (858) 408-3352 (fax). IPS's manufacturing processes, final assembly, engineering, card processing, database management, and web-hosting services are all located in San Diego, CA, and many of our suppliers are also located in the State of California.

4. Indicate whether the Proposer's business is a parent or subsidiary in a group of firms/agencies.

N/A

5. Provide the location of the office from which the work is to be performed and the number of professional staff employed at the office.

IPS products, credit card processing and data management occur at our San Diego-based corporate offices. However, IPS has sales and customer support located throughout the US to meet the needs of our customers, including the City's designated sales contact, Sherry Fountain, in Arkansas.

6. State if the Proposer's business is licensed, permitted and/or certified to do business in the State of Florida and attach copies of all such licenses issued to the business entity.

IPS Group is licensed and certified to do business in the State of Florida. Please see the Certificate of Good Standing, located at the end of this chapter.

State of Florida
Department of State

I certify from the records of this office that IPS GROUP INC. is a Pennsylvania corporation authorized to transact business in the State of Florida, qualified on January 27, 2012.

The document number of this corporation is F12000000405.

I further certify that said corporation has paid all fees due this office through December 31, 2014, that its most recent annual report/uniform business report was filed on April 14, 2014, and its status is active.

I further certify that said corporation has not filed a Certificate of Withdrawal.

Given under my hand and the Great Seal of the State of Florida at Tallahassee, the Capital, this the Fourteenth day of July, 2014

Ken Detzner

Secretary of State

Authentication ID: CU0892858543

To authenticate this certificate,visit the following site,enter this ID, and then follow the instructions displayed.

https://efile.sunbiz.org/certauthver.html

Chapter 3 Proposer's Experience

Proposers shall submit a verifiable statement of the Proposer's experience providing installation of a minimum of 1000 meters at (3) locations.

Project Reference #1

Jurisdiction/Customer: City of Los Angeles, CA
Population: 9,830,420
Make and Model: IPS Single Space Parking Meter – Models 147/ 795
Project Dates: Trial in 2009, Procurement starting August 2010
Quantity of Meters Installed: 33,000 in total (5,600 in Express Park™)
Primary Contact: Ken Husting, LADOT Sr. Transportation Engineer, Email: ken.husting@lacity.org, Tel: (213) 473-8276
Address: 555 Ramirez Street, Los Angeles, CA 90012

Project Description:
With 40,000 metered spaces meters throughout Los Angeles roadways, this is IPS's largest account to date. Initially starting with a trial of 800 meters in 2009, Los Angeles has procured 33,000 IPS Single-Space Meters through a lease-to-own agreement as well as the most recent RFP for the Demand-based pricing LA ExpressPark™ project in 2010. The lease-to-own option was a way for the City to rapidly upgrade meters at a time when the budget would not allow. It was through this innovative partnership that both IPS and the City of Los Angeles were recognized for an Award of Excellence in a Private/Public Partnership by the US Conference of Mayors. Based on an official City report, LADOT reported the following after installing the first 10,000 IPS meters:

- IPS meters operating at greater than 99% up-time
- Complaints to the Meter Hotline down 55% (for all meters Citywide)
- Parking meter citations up 15%
- Contested meter citations are down 75%
- Meter revenue has increased nearly 50%
- Credit card payments account for more than 40% of meter revenue
- Estimated net increase of $3 million annually In parking meter revenue

Project Reference #2

Jurisdiction/Customer: City of Denver, CO
Population: 600,158
Make and Model: IPS Single Space Parking Meter – Model 795 and In-Ground Vehicle Detection Sensors
Quantity of Meters Installed: 6,000 meters and 500 sensors
Project Dates: Trial in 2008-2009, contract award in 2010
Primary Contact: Bill Miles, Parking Administrator
Email: Bill.Miles@denvergov.org Tel: (720) 913-8509
Address: 201 W. Colfax Ave, Dept. 706, Denver, CO 80202

Project Description:
To date, Denver has 6,000 single-space, credit card-enabled meters. This procurement was a sole source based on the fact that only IPS had proven the single-space, credit card meter during a trial.

Project Reference #3

Jurisdiction/Customer: City of San Francisco, SFMTA
Population: 805,235
Make and Model: IPS Single Space Parking Meter – Model 147
Quantity of Meters Installed: 31,500
Project Dates: Trial in 2008/2009, SF*park* in 2010
Primary Contact: Steven Lee, Director, Finance and Information Technology,
Email: steven.lee@sfmta.com Tel: (415) 701-4592
Address: 901 Rankin Street, San Francisco, CA 94124

Project Description:

The SFMTA manages the 4th largest on-street parking operation in the US. In 2009, IPS deployed a field trial, and subsequently, was awarded the new single-space credit card meter contract as part of the SF*park* project in 2010. This project was the first of its kind to incorporate real-time data feeds from parking meters, sensors and other data sources in order to study the effect of changes in parking rates due to demand. IPS is the sole provider of the single-space meters for this innovative project. (www.sfpark.org)

Project Reference #4

Jurisdiction/Customer: City of Santa Monica
Population: 88,000
Make and Model: IPS Single Space Parking Meter – Model 795 and In-Ground Vehicl Detection Sensors
Quantity of Meters Installed: 6,000 meters and 6,000 sensors
Project Dates: Trial in spring 2011, contract award in Fall 2012
Primary Contact: Frank Ching, Parking Administrator
Email: frank.ching@smgov.net, Tel: (310) 458-8299
Address: 1717 4th Street, Suite 150, Santa Monica, CA 90401

Project Description:

In the spring of 2011, Santa Monica invited all parking meter companies to participate in a trial of single-space meters with credit-card capability. Only IPS could physically supply the desired meter. With a trial of 50 meters from April through June in 2011, Santa Monica quickly moved to procure a city-wide upgrade of all 6,000 on-street meters, along with 6,000 vehicle detection sensors.

This procurement was a sole source based on the fact that only IPS had proven the single-space, credit card meter during a trial. Most impressively, the City's initial installation of approximately 6,000 meters were installed in a two-month period (in the months of December 2011 and January 2012) averaging 600+ meter installations per week! Santa Monica elected for an outright purchase of both the meters and sensors. **To date, the City has increased revenue by over $500,000 per month with the IPS meter/sensor solution.** IPS partners with ParkMe to offer the motorists of Santa Monica a mobile phone application which alerts drivers to available parking, as well as provides rate information.

The statement of experience should be supported by the references listed as Attachment "E", which shall be completed and submitted by the Proposer with its Proposal.

Please see Attachment E at the end of this chapter for additional references.

Lost Business:

Provide a list of all contracts in which your firm was terminated for cause by a governmental agency.

IPS has never been terminated for cause by a governmental agency.

REFERENCES

Proposer shall submit as a part of the Proposal package, a minimum of three (3) of the most significant projects which were performed within the last three (3) years. Additional references may be provided as set forth below.

Project #1:	
Project Name: City of Jacksonville, FL	
Type of Project/Service: 540 single-space parking meters	
Address: 231 East Forsyth Street, Jacksonville, FL 32202	
Contracting Agency/Client: City of Jacksonville	
Contact Name and Phone #: Mark Schofield, (904) 630-0881	
Contact Email Address and Fax #: marks@coj.net, (904) 234-5290	
Contract Amount: $275,000.00	Date Work Performed: May 2009 - current

Project #2:	
Project Name: City of Hollywood, FL	
Type of Project/Service: 250+ single-space parking meters and vehicle detection sensors	
Address: 2600 Hollywood Blvd, Hollywood, FL	
Contracting Agency/Client: City of Hollywood	
Contact Name and Phone #: Ben Schneider, (954) 921-3547	
Contact Email Address and Fax #: bschneider@hollywoodfl.org	
Contract Amount: $150,000.00	Date Work Performed: May 2014 - current

Project #3:	
Project Name: City of Laredo, TX	
Type of Project/Service: 350 single-space parking meters and vehicle detection sensors	
Address: 912 Matamoros Street, 2nd Floor, Laredo, TX 78042	
Contracting Agency/Client: City of Laredo, TX	
Contact Name and Phone #: Guadalupe (Lupita) Reyes, (956) 794-1780	
Contact Email Address and Fax #: greyes@ci.laredo.tx.us	
Contract Amount: $280,000.00	Date Work Performed: August 2013 - current

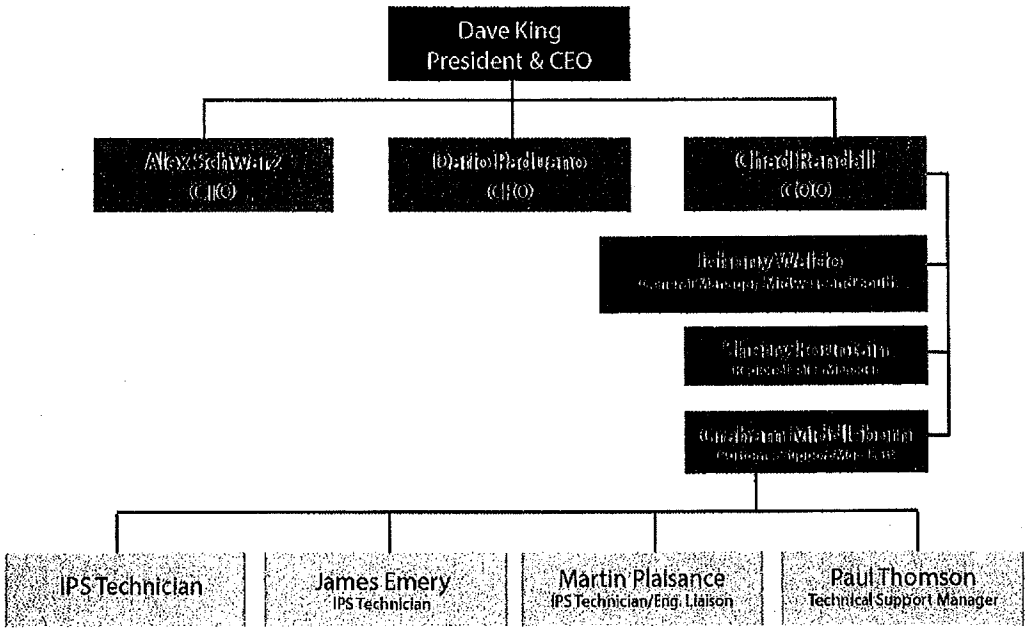
Project #4:	
Project Name: City of Austin, TX	
Type of Project/Service: 500 single-space parking meters	
Address: 1111 Rio Grande Street, Austin, TX 78701	
Contracting Agency/Client: City of Austin, TX	
Contact Name and Phone #: Steve Grassfield, (512) 974-1489	
Contact Email Address and Fax #: steve.grassfield@ci.austin.tx.us	
Contract Amount: $250,000.00	Date Work Performed: June 2010 - current

Project #5:	
Project Name: City of Huntington Beach, CA	
Type of Project/Service: 350 single-space parking meters, 4 pay station retrofit kits	
Address: 2000 Main Street, Huntington Beach, CA 92648	
Contracting Agency/Client: City of Huntington Beach, CA	
Contact Name and Phone #: Dennis Thompson, (714) 337-1918	
Contact Email Address and Fax #: dthompson@surfcity-hb.org	
Contract Amount: $190,000.00	Date Work Performed: January 2007 - current

Chapter 4 Staff Experience

IPS will dedicate our most seasoned and experienced team for the City of Orlando project, and will not substitute any of the proposed team members without the consent of the City. Our diverse team possesses over 200 combined years of experience in specialties ranging from management, R&D, sales and marketing, to engineering and customer support.

Several of the Orlando team members are located in the Southeast and will provide a high level of support for the project from the installation phase and beyond. Below you will find profiles of the proposed team members. In support of the proposed team members, IPS has several resources in house to support the City, including a marketing and graphic design team; engineering team; web development and IT team; customer support team; manufacturing team and technical support.



Resumes of Key Personnel

David W. King, IPS President & CEO
Role: Authorized to Bind and Negotiate

David King is the founder and Chief Executive Officer of IPS Group, Inc. A leader in telecommunications for over 20 years and the senior brainchild behind the solar powered single-space parking meter, King's responsibilities include leadership and oversight of all the Company's initiatives and operations. As a business leader, King has had a far reach across the globe. In South Africa, King was an executive for Barlow Rand Limited, the largest industrial company in the country. King also served as President of Telkor Pty, a large high-tech telecommunications and military electronics company employing over 1,000 employees, half of which were highly skilled engineers.

Chad P. Randall, IPS Chief Operating Officer
Role: Authorized to Bind and Negotiate

Chad Randall serves as Chief Operational Officer of IPS Group, Inc. As COO, Randall is responsible for the broad oversight of IPS Group's ongoing operations and maintains direct supervision of the Company's business development unit. Randall joined the Company in 2008 at his current position, bringing many years of Fortune 500 corporate experience in both the automotive and instrumentation industries. In addition to business management, Randall has functional experience in engineering, manufacturing, marketing and product line management. Randall holds a Bachelor of Science in Mechanical Engineering from Rose-Hulman Institute of Technology and a Masters in Business Administration from Harvard Business School.

Alexander M. Schwarz, IPS Chief Technical Officer
Role: All Meter and Back Office Technical Integration

Alex Schwarz serves as the Chief Technical Officer of IPS Group, Inc. As CTO, Schwarz has played a major role in the development of IPS' flagship product, the solar powered single-space parking meter and is responsible for the oversight of IPS Group's research and development efforts. Schwarz joined IPS Group in 1998 as a specialist in information technology and cellular telecommunications. Schwarz has comprehensive knowledge of the design and manufacturing of electronic peripherals, electronic parking meters and cellular interface technology (CDMA and GSM).

Dario Paduano, Chief Financial Officer
Role: Operations and Finance

Dario Paduano serves as Chief Financial Officer of IPS Group, Inc. Paduano was appointed chief financial officer of the company in 2011 and comes to IPS with 12 years of previous Fortune 500 and public accounting experience. Paduano brings to IPS a strong working knowledge in corporate financial reporting, operational and financial process, acquisitions and business integrations and implementation of lean manufacturing practices. Paduano holds a Bachelors of Science in Accounting and Economics from Bryant University and is a Certified Public Accountant in the state of Connecticut.

Johnny Waldo, Vice President of Sales, Midwest & Southern USA and Canada
Role: General Manager & Director of Sales, Midwest & Southern Regions

Johnny Waldo serves as General Manager & Director of Sales, Midwest & Southern Regions. He joined IPS in 2011 and brings to the team over 35 years of experience in on and off-street parking as well as single and multi-space parking systems. Along with Waldo's tenure and experience, he boasts an impeccable sales record along with an astute working knowledge of the technical and mechanical aspects of all parking systems. Waldo's educational background is in both mechanics and electronics, giving him a solid foundation for working with IPS. In addition, his prior experience as Mayor of Dover, AR gives Waldo a unique perspective with regard to public / private partnerships.

Sherry Fountain, Regional Sales Director (Member of the Florida Parking Association)
Role: City of Orlando Sales Manager

Sherry Fountain serves as Regional Sales Manager for the Southern Region of the United States. As the designated sales manager for the City of Orlando, Fountain will participate in any required meetings or presentations related to this project. In addition, she will oversee the installation and deployment of the new meters which includes gathering information related to the location of the new meters, rate configurations, and sensors installations. Fountain brings over 23 years of experience in the parking industry to IPS Group; joining the company in spring 2012.

Fountain began her career at POM Inc. as a Sales Coordinator in 1990 selling mechanical and electro-mechanical meters to customers in the New England and the East Coast territories. In 1994 Sherry was named Materials/Inventory Control Manager, where she spent the next couple of years working on the production side of the industry. In 1996, Fountain was promoted to Regional Sales Manager and took on a territory that spread from Florida to California.

Graham Middleborn, Customer Support Manager
Role: City of Orlando Customer Support Manager

Graham Middleborn joined IPS Group in August 2013 as the Customer Service Manager for the Eastern regions. With a strong background in customer service as well as project management, Graham brings 8 years of experience in providing technical support and customer service solutions to national and international businesses, ranging from streaming media DRM (Digital Rights Management) solutions to video-based fleet video telematics. Graham has played an integral role in establishing technical support and operations teams and brings a wealth of knowledge to the IPS team.

James Emery, IPS Product Support Engineer
Role: City of Orlando Product Support Technician

James Emery serves as a Product Support Technician with IPS. As a Product Support Technician, James' main focus will be on making sure the customer is content with their products from IPS. With his extensive background knowledge of parking meters within a city he is able to give insight as to what will work best for your own situation. James most recently comes from a large municipal department where he brought a team-centered collaborative approach that was effective in delivering results.

Paul Thomson, IPS Technical Support Manager
Role: City of Orlando Technical Support Manager

Paul Thomson serves as the primary support technician and manager of the technical support team for IPS Group. As a former operations manager, Thomson has experience managing teams of 100+ remote technicians, establishing a successful RMA program, providing timely and efficient customer support, and creating field service quality metrics. Thomson has over 20 years' experience in the high-tech industry.

Martin Plaisance, IPS Help Desk
Role: City of Orlando Techincal Support Contact

Martin Plaisance serves as IPS Group's lead product support engineer/technical support liaison to the engineering department, as well as the lead support engineer for resolving all cellular communication issues related to the IPS meter, working directly with IPS' cellular service provider. Starting with IPS in 2011 Martin started off leading installations for the product support team, and over the years he has developed the experience and knowledge base to be the first point of contact for all customers who have any questions or require technical support.

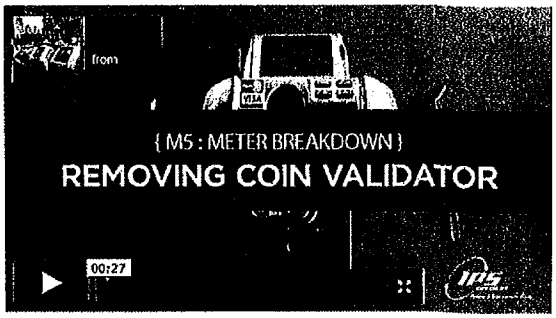
Plaisance joined IPS Group in the summer of 2011. Prior to working with IPS, Martin was a lead Field support Engineer for one of the largest medical supply companies in the world. Martin received a Bachelor's of Science degree from Coleman University in 2007 and has a background in Computer Networking and Customer Support and has proven leadership skills in addition to his technical experience.

Additional Resources

IPS clearly understands the importance of ongoing project support and we encourage the City to speak with our references in this regard. We also understand that ongoing support is a critical element of any successful project and the basis of a long term partnership. IPS is uniquely positioned to provide support services that will translate into the most responsive and comprehensive service offering available to the City of Orlando.

Help Desk & Ongoing Support: IPS will be providing telephone based help desk services during standard business hours from 8am – 5pm EST. IPS offers a toll-free telephone option (877-630-6638). Additionally, IPS provides after hour's service in the case of emergency, weekends, after hours and holidays which is 24/7 and 365 days a year. This answering service will notify IPS staff in the event of an emergency situation. Additionally, IPS will also provide contact information to all IPS senior staff should such an emergency arise.

Online Help & Manuals: IPS provides online help tools, such as access to all product manuals, frequently asked questions, as well as the ability to submit help tickets, and track the status of such tickets. IPS also offers the online ability to monitor and track RMA status. IPS is also in the process of deploying a video based training and help video library that can be accessed anytime, 24/7. If the City should have any specific input on the types of additional videos that would need to be included, IPS can provide those at no additional cost.



On-Site Support: IPS will support the City with on-site project management and technical support during the implementation phase of the contract and can be further extended at the request of the City.

Spare Parts and Warranty Repair Services: IPS provides all spare parts services and inventory based in San Diego, CA. While we recommend that the City maintains an on-site inventory of spare parts (such as coin validators and battery packs), our San Diego based facility ensures that spare parts are immediately available for the City at any time. The warranty repair process is very straight forward and the progress of these repair services, including services performed, is available within our management system software.

Manufacturing Support: As both the designer and manufacturer, IPS is prepared to designate needed technical resources, with Alex Schwarz, Chief Technical Officer, being the senior technical leader to direct technical resources to meet any request of the City. This includes a team of hardware/software engineers, database administration, Web and data integration engineers. Ongoing support includes system and data security management, and backup/restoring systems in the case of a critical failure.

Chapter 5 Financial Stability

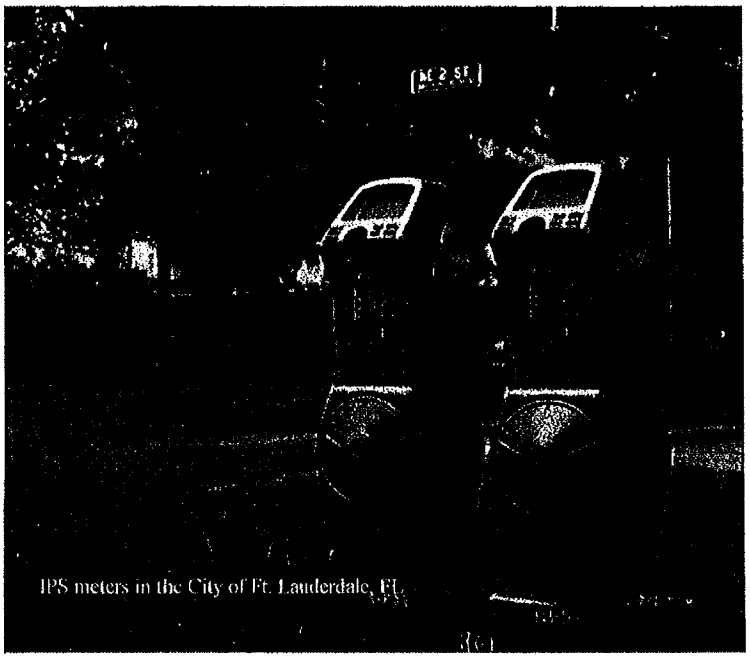
The City reserves the right to utilize Dun and Bradstreet or other financial reporting companies' financial reports for evaluation purposes or to request credit references in its review process.

IPS is prepared to submit financial statements at the request of the City to assist in the evaluation process.

Proposers must provide the following information.

1. Bankruptcies - The Proposer shall state if they are involved in an ongoing bankruptcy as a debtor, or in a reorganization, liquidation, or dissolution proceeding, or if a trustee or receiver has been appointed over all or a substantial portion of the property of the Proposer under federal bankruptcy law or any state insolvency law.

IPS is not currently involved in an ongoing bankruptcy as a debtor, or in a reorganization, liquidation, or dissolution proceeding, or if a trustee or receiver has been appointed over all or a substantial portion of the property of the Proposer under federal bankruptcy law or any state insolvency law.



IPS meters in the City of Ft. Lauderdale, FL

Chapter 6 Customer Service

Proposers shall submit the estimated staffing levels for this project.

David W. King, IPS President & CEO
Role: Authorized to Bind and Negotiate
Estimated Project Hours: 0-10

Chad P. Randall, IPS Chief Operating Officer
Role: Authorized to Bind and Negotiate
Estimated Project Hours: 5-20

Alexander M. Schwarz, IPS Chief Technical Officer
Role: All Meter and Back Office Technical Integration
Estimated Project Hours: 1-10

Dario Paduano, Chief Financial Officer
Role: Operations and Finance
Estimated Project Hours: 1-10

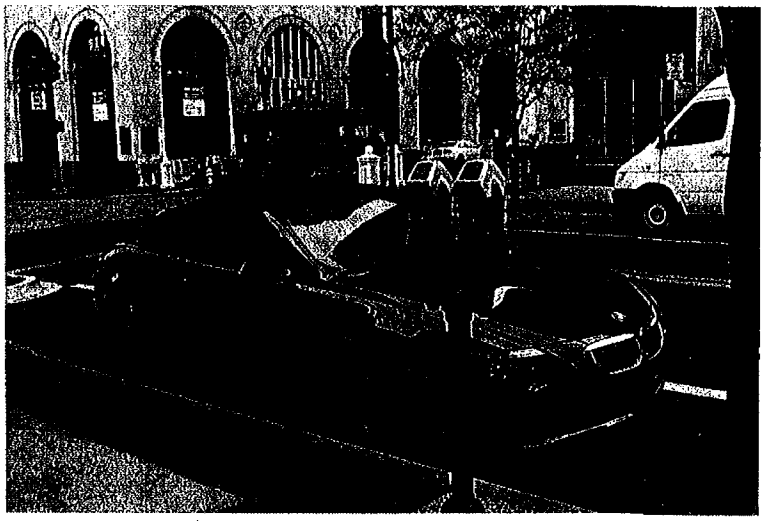
Johnny Waldo, Vice President of Sales, Midwest & Southern USA and Canada
Role: General Manager & Director of Sales, Midwest & Southern Regions
Estimated Project Hours: 10-40

Sherry Fountain, Regional Sales Director
Role: City of Orlando Sales Manager
Estimated Project Hours: 20-50

Graham Middleborn, Customer Support Manager
Role: City of Orlando Project Manager
Estimated Project Hours: 50-100

Paul Thomson, IPS Technical Support Manager
Role: City of Orlando Technical Support Manager
Estimated Project Hours: 10-30

Martin Plaisance, IPS Help Desk
Role: City of Orlando Techincal Support Contact
Estimated Project Hours: 20-50



Chapter 7 Price Proposal Schedule

Complete and submit the following forms:

1. Schedule

Proposer's price shall be submitted on the "Price Proposal Form" in the format provided. Complete, and return with the Proposal, the Price Proposal included as Attachment "I".

Please see Attachment I located at the end of this chapter.

2. Proposed Total Price
Proposal should provide a fixed-fee price breakdown for meeting all service requirements and implementing each phase of the Scope of Services as outlined.

The chargeable services shall be included in the proposed total price including all labor customarily associated with delivery of the services contemplated by this RFP. Similarly, all expenses such as but not be limited to travel, lodging, meals and telephone/faxes/copiers associated with delivery of the services contemplated by this RFP shall also be included in the total price.

There will be no separate reimbursement for such expenses under this total fee/total price arrangement.

IPS is pleased to provide an elaboration of pricing details for our credit card-enabled single-space meter and vehicle detection sensors for the City. We believe that IPS provides the very best, most proven credit card-enabled single-space meter and sensor technology solution, which equates to the best possible value for the City. We also believe in transparency which is why we **outline all costs up front** so that you will not be surprised. This is especially true when it comes to credit card costs. It is not enough to say that the customer will be responsible to set up a third-party credit card gateway service or that additional fees associated with that service will apply. Instead, IPS discloses all of these fees up front, very clearly, so that our customers can make a fully informed decision. It is this transparency and sense of partnership that sets IPS apart from the competition.

Below are the costs associated with the purchase of 1,100 meter mechanisms and 562 vehicle detection sensors. These prices do not include costs associated with meter housings, poles, keys/locks and are designed to be a retrofit using current meter housings.

Capital Costs		
Product	Number of Units	Unit Price
IPS Credit Card-Enabled Single-Space Meter – M5™ (Includes 12-month warranty, RFID tag, meter top, FOB San Diego, CA)	1,100	$450.00
IPS Credit Card-Enabled Single-Space Meter – M3™ (Includes 12-month warranty, RFID tag, meter top, FOB San Diego, CA)	1,100	$425.00
36 month battery warranty guarantee (Under normal operating conditions)	1,100	Included
Shipping (per meter)	1,100	$7.50
M5 Battery Recharger	1	$114.00

STANDARD ONGOING IPS DATA AND MANAGEMENT SYSTEM FEES

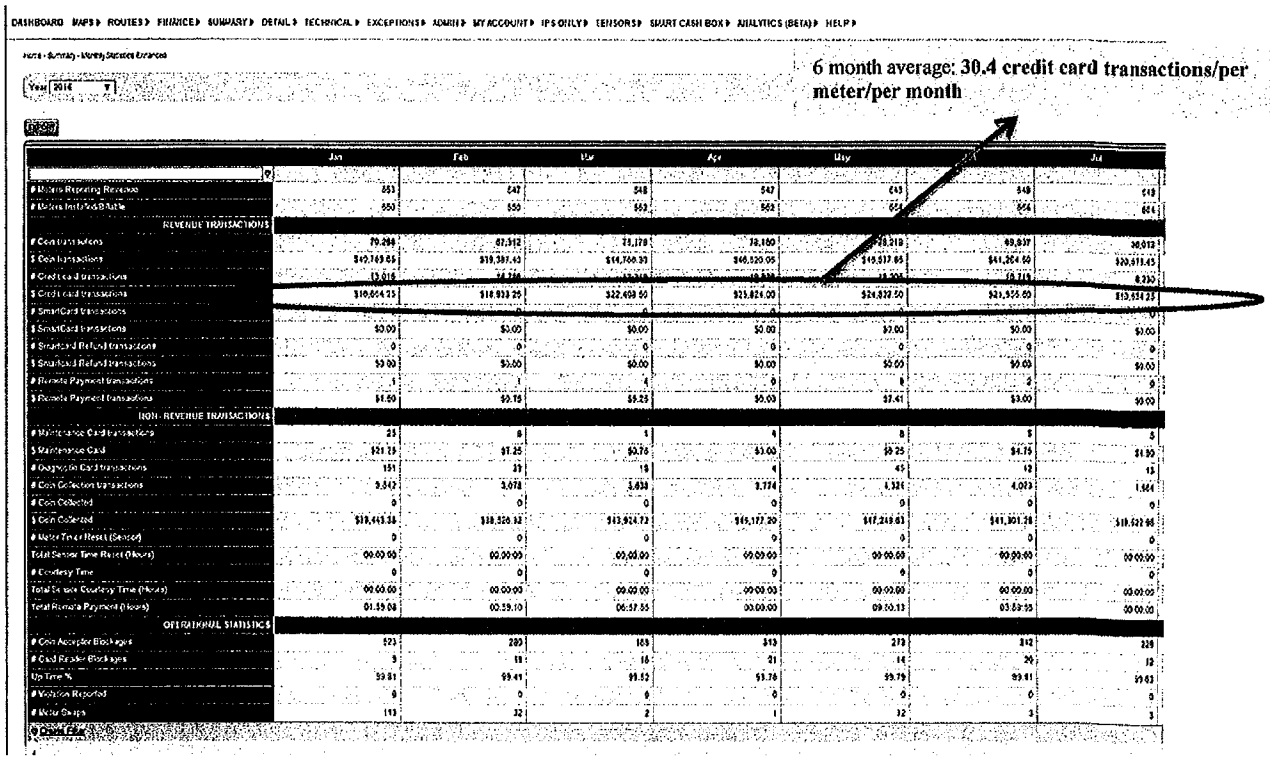
In order to facilitate credit card transaction growth, IPS is offering the City a **BEST RATE GUARANTEE.** In order to provide the most economical plan available for the customer, upon customer request, IPS will move customer to least-cost plan shown below at no additional cost- if another fee structure offered would be more beneficial to the customer.

Ongoing Meter Data & Management System Fees		
Fee Type	Option 1	Option 2
Secure Wireless Gateway/Data Fee and Meter Management System Software License Fee	$5.75	$8.00
Secure Credit Card Payment Gateway Fee (per transaction)	$0.13	$0.06

NOTE: Additional ongoing costs associated with wireless services, management system access, and credit card fees are ongoing and outlined above. All pricing does not include any applicable state or local taxes that are required to be paid by the City currently or in the future. Ongoing fees are subject to annual adjustment due to increases in Inflation as published by the US Bureau of Labor Statistics for All Items Consumer Price Index for All Urban Consumers (CPI-U) for the US City Average, and will not exceed 3% annually.

COMPARABLE DATA AND REVISED FEE PROJECTIONS

We have provided monthly ongoing fee projections based on the City's assumption of 1,000 credit card transactions per month. In order to allow the City to make an informed decision, we have provided actual data from a comparable city, Athens, GA as well as the credit card projections based on their monthly average of approximately 30 credit card transactions per meter, per month. We have found 30 transactions to be the average for cities with comparable scope and volume as the City of Orlando.



REVISED ONGOING MONTHLY FEE PROJECTIONS

Based on the comparable data and a revised projection of 30 transactions per meter per month, IPS has calculated the following ongoing monthly fees for 1,100 meters.

Option 1	Fee	Unit	Ext. Cost
Secure Wireless Gateway/Data Fee and Meter Management System Software License Fee	$5.75/month	1,100 meters	$6,325.00
Secure Credit Card Payment Gateway Fee (per transaction)	$0.13	30 cc x 1,100 meters	$4,290.00
			Total: **$10,615.00**

Option 2	Fee	Unit	Ext. Cost
Secure Wireless Gateway/Data Fee and Meter Management System Software License Fee	$8.00/month	1,100 meters	$8,800.00
Secure Credit Card Payment Gateway Fee (per transaction)	$0.06	30 cc x 1,100 meters	$1,980.00
			Total: **$10,780.00**

METER AND MANAGEMENT SYSTEM CUSTOMIZATIONS & UPGRADES

- IPS customizations will be evaluated and quoted at the time of request. Standard hourly fees for customizations are $150 per hour.
- Client may, from time to time, wish to implement available upgrades in meter hardware and software. Additional hardware costs will be paid by the Client as provided for in a quote by IPS separate from or by mutual written amendment to any agreement. The Client maintains the sole right to determine when and where such upgrades will be implemented.
- IPS will make available software upgrades at no additional charge to the City. However, any data costs associated with downloading such software upgrades to parking meters will apply. Additional charges may apply for new software that requires new or upgraded hardware. A meter firmware change will cost $2.50 data charge per meter if based on a customer driven customization.
- Add $2.75 per meter per month for additional real-time data reporting features, such as real time coin transactions. This fee is not typically required for efficient visual enforcement of IPS meters; however, if real time coin payment is a requirement, then this additional data fee will apply.

Annual Software Agreement	
On-Call/Hourly	Annual Cost
Included in Licensing Fee	N/A

IPS Group software customer support is included our monthly fees for meter management, software and communications.

Meter Installation & Training

- Initial installation, commissioning, and testing services costs are included in the pricing submitted.
- Additional costs associated with permitting will be added at cost to this proposal.
- Future fees will be quoted on an as-needed basis. Reimbursement for future travel expenses (food, transportation, hotel and flight accommodation) will also be included for all on-site personnel and will be submitted in line with the GSA Domestic Per Diem Rates along with additional labor rates based on $75 per hour.

Delivery Terms

- **Delivery** – Standard lead time is 60 days from order placement.
- **Freight** –Included

Payment Terms

- Net 30
- IPS will offer a 1% discount based on Net 7 payment
- A service charge of 1.5% per month or the lawful prevailing rate, whichever is lower, will be applied to all invoices which are past due

OPTIONAL PAY-BY-CELL

IPS is pleased to provide pricing details for our optional integration with pay-by-cell phone systems, which will be seamlessly integrated into the IPS management system via the wirelessly enabled single space meter system. No applicable taxes are included in any pricing below. For the City of Orlando, IPS has partnered with Parkmobile to offer the citizens of Orlando mobile payment services. However, IPS is currently integrated with multiple pay-by-cell vendors, including PayByPhone, and MobileNow and will partner with any pay-by-cell vendor the City chooses. Below you will find the pricing to allow the City to push time directly to the meter, which will ensure enforcement will not be impacted in any way.

Please see the end of this chapter for additional pricing detail from Parkmobile.

Ongoing Pay-by-Cell Costs		
Item		Cost per Transaction
OPTION 1	Pay-by-Cell Data Push Fee (paid by the City)	$0.10
	Pay-by-Cell Data Push Fee (paid by Customer)	$0.35
OPTION 2	Pay-by-Cell Data Push Fee (paid by the City)	No cost to the City
	Pay-by-Cell Data Push Fee (paid by Customer)	$0.45

- *Pay-by-cell service and data feed provided by 3rd party to be selected by City. This is the data charge to push real-time payments to the meters. (Alternate pricing of $1.00 per meter per month unlimited pay-by-cell transactions vs. per transaction pricing above).*
- *It is possible to implement pay-by-cell without a real time data push to the meter, which will not incur any additional City costs and will extend battery life. Real time data push may reduce battery life to less than 12 months depending on location and operating parameters. IPS has battery saving methodologies that can be implemented if selected.*

Optional Parking Guidance Application – Provided by ParkMe	[redacted]
Item	Approx. 1,100 Metered Spots
Implementation Fee: Analyze , Integration of Meter Data, Interface with City Staff and Meter Provider, Reorganize Orlando City Data to Integrate With ParkMe System and Write Code to Automate Data Integration	$2,500.00 - $3,500.00 (one time charge
Mobile Payment Integration: Provide Button Within Orlando City Pages in ParkMe Mobile App to Allow Users to Pay for Parking "by Phone" by Starting Up / Linking Into Pay-by-Phone App	$750.00
Heat Mapping for 1,100 Smart Meters Within ParkMe Application	$5,000.00 to $25,000.00 (Depending upon API being provided – need technical team to conduct discovery to determine level of effort needed)
Additional Implementation Fee: For Custom APIs	$125.00 Per Hour **
Monthly Data Maintenance Fee: Monitoring for New / Removed Meters, Meter Interfaces Assumes: Orlando is obligated to provide updated information on once per monthly basis.	$400.00 Per Month for up to 1,100 Metered Spaces Per Month
Mobile App Integration Fee: Integrate City Meter Locations in ParkMe Mobile Application, Creation of City Page (Note: Orlando to provide approved photo for city page on royalty free basis)	$500.00
Annual Maintenance for ParkMe Mobile App Integration	No Charge
Custom Mobile App Development	$25,000 IOS $30,000 Android
Annual Maintenance for Custom Mobile App	$2,500 per single App or $4,500 for Both
Orlando Off-Street: City Owned Garages integrated into ParkMe web and mobile applications (City to provide data)	No Charge

SENSOR PRICING

IPS is pleased to provide pricing details for our optional vehicle detection system, which will be seamlessly integrated into the IPS management system via the wirelessly enabled single space meter system. This system is not designed to monitor unmetered locations. System costs do not include any additional permitting costs that may be required and will be added to any invoice submitted.

Vehicle Detection System	
Item	Cost per Space
Vehicle Detection Sensors (12-month warranty, FOB Orlando, FL, includes installation services.)	$275.00
***OPTIONAL:* Extended Sensor Warranty** (each additional 12 months)	$35.00

NOTE: Price per sensor (per unit) is the total fixed price for the equipment. Additional ongoing costs associated with wireless services, management system access are ongoing and outlined below. All pricing does not include any applicable state or local taxes that are required to be paid by the city now or in the future. All costs of permits will be added to customer invoice.

Ongoing Sensor Costs	
Item	Cost per Month per Space
Management System / Base Data Fee	$3.50
*Optional: Real Time Reporting Fee**	$2.75
Total *(including optional real time fee)*	$6.25

** Real Time Reporting Fee is not required to be paid again if already using real time data fee option on IPS meters. Real time data fee covers the real time reporting of vehicle presence for the purpose of real time maps or real time enforcement.*

NOTE: Ongoing fees are subject to annual adjustment due to increases in Inflation as published by the US Bureau of Labor Statistics for All Items Consumer Price Index for All Urban Consumers (CPI-U) for the U.S. City Average, and will not exceed 3% annually. Real time reporting fee not required if already using real time reporting fee on the IPS meter.

SINGLE-SPACE PARKING METER MECHANISMS WITH CREDIT CARD ACCEPTANCE, WEB-BASED MANAGEMENT, AND VEHICLE DETECTION SYSTEM
PRICE PROPOSAL

This will be a firm; fixed price Contract and the Scope of Services to be completed by Contractor as defined in this Request for Proposal consists of specific tasks. Compensation for the work tasks stated herein shall be in accordance with the following Price Proposal:

GROUP I: INITIAL PROJECT

TASK 1:
Task(s) to be completed: Within 60 days of award Contractor is to supply 1100 credit card enabled single space meter mechanism, including shipping, with on-going web-based wireless data and management system. In addition, Contractor is to provide a pay by cell phone provider that integrates with their meter, on-site training for City staff, commissioning and testing as per specifications including all one time fees.
Comments: Please see Chapter 7 for supplemental pricing info. The price listed below includes 1,100 meter mechanisms 12-month IPS limited warranty, 36-month battery warranty (under normal operating conditions), RFID tag, meter top, training and commissioning, and shipping. City is to install the meter mechanism onto its existing meter housings.
Completion Time: Within 60 days or less of the notice to proceed. IPS will work with the City to ensure their desired timeline.
Compensation for **TASK 1:** $ 457.50 x 1,100 = $503,250.00

TASK 2:
Task(s) to be completed: Contractor is to supply 562 vehicle detection sensors including shipping within **60 days** of award.
Comments: Please see Chapter 7 for supplemental pricing info. The price listed below includes 562 vehicle detection sensors, shipping, and 12-month IPS limited warranty.
Completion Time: Within 60 days or less of the notice to proceed. IPS will work with the City to ensure their desired timeline.
Compensation for **TASK 2:** $ 250.00 x 562 = $140,500.00

TASK 3:
Task(s) to be completed: Within **90 days** of award Contractor is to install all 562 vehicle detection sensors, commissioning and testing of VDS system for accuracy. Entire system to be warranty for (12) months from date of acceptance.
Comments: Please see Chapter 7 for additional pricing information. Price listed below includes installation for 562 vehicle detection sensors, commissioning and testing, as well as 12-month IPS limited warranty.
Completion Time: Within 90 days or less of the notice to proceed. IPS will work with the City to ensure their desired timeline.
Compensation for **TASK 3:** $ 14,050.00

SUBTOTAL PRICE FOR GROUP I: $ 657,800.00

GROUP II: RECURRING PRICES

Ongoing Meter Data & Management System Prices (Annual)						
Item	***Estimated Quantity***	***Unit***	***Description***	***Rate***	***x 12 months***	***Total (Quantity x Rate x 12)***
1.	**1100**	**EA**	Secure Wireless Gateway / Data Fee Meter Management Software license Fee (per month) monthly	$ 5.75	***x 12 months***	$ 75,900.00
2.	**562**	**EA**	Sensor Management System Data Fee (per month) per sensor/month	$ 3.50	***x 12 months***	$ 23,604.00
3.	**562**	**EA**	Sensor Real–Time Reporting Fee (per month) per sensor/month	$ 2.75	***x 12 months***	$ 18,546.00
4.	**1000**	**EA**	Credit Card Payment Gateway Fee (per transaction)	$ 0.13	***x 12 months***	$ 1,560.00
					SUBTOTAL PRICE FOR GROUP II:	$ 119,610.00

Please see Chapter 7 for additional Ongoing Monthly Fees packages and revised fees projections based on comparable city data.

GRAND TOTAL PRICE (GROUP I & II) $ 777,410.00

GROUP III: CUSTOMER PAID TRANSACTION FEES

(GROUP III – FOR INFORMATIONAL PURPOSES ONLY. TOTAL FOR THIS GROUP WILL NOT BE INCLUDED IN THE EVALUATION OR IN GRAND TOTAL)

Customer Paid Transaction Fees for Credit Card and Pay-by-Cell Payments (Annual)					
Estimated Quantity	*Unit*	*Description*	*Rate*	*x 12 months*	*Total (Quantity x Rate x 12)*
1000	EA	Pay-by-Cell Fee (per transaction)	$ 0.00*	*X 12 months*	$ 0.00
				SUBTOTAL PRICE FOR GROUP III:	$ 0.00

*Please see Chapter 7 for additional pricing info. Option 2 was used to calculate the pricing for the pay-by-cell costs. There is no cost to the City under Option 2. Customer pays $0.45 per transaction. Other plans are available.

GROUP IV: REPLACEMENT PRICES (to include equipment, installation, and shipping)

(GROUP IV – OPTIONAL (MAY OR MAY NOT BE USED. TOTAL FOR THIS GROUP WILL NOT BE INCLUDED IN THE EVALUATION OR IN GRAND TOTAL)

CREDIT CARD ENABLED SINGLE SPACE PARKING METERS & SENSORS							
Item	*Estimated Quantity*	*Unit*	*Description*	*Manufacturer*	*Model*	*Unit Price*	*Total (Quantity x Unit Price)*
1.	1	EA	New Single Space Electronic Meter Mechanism with Credit Card Capability	IPS Group, Inc.	M5	$450.00	$ 450.00
2.	1	EA	Vehicle Detection Sensor	IPS Group, Inc.	N/A	$ 250.00	$ 250.00
3.	1	EA	Sensor Installation Service	IPS Group, Inc.	N/A	$ 25.00/sensor	$ 25.00
						SUBTOTAL PRICE FOR GROUP IV:	$ 725.00

SUBTOTAL PRICE FOR GROUP IV: $ 725.00

NOTES:

PLEASE INCLUDE ANY PRODUCT LITERATURE AND SPECIFICATIONS WITH YOUR PROPOSAL.

PROPOSER MAY ATTACH AN ADDITIONAL PRICE SCHEDULE SEPARATELY IF PROPOSER OFFERS ADDITIONAL SERVICES.

Authorized Signature

Chad Randall
Printed Name

July 21, 2014
Date

The Pricing Proposal

NON-GATED ENVIRONMENTS

Pay-by-Cell Transaction Fee for Users (options chosen by each user)	Fixed Per Trx Fee	Other User Fees
Regular Customer	$ 0.25	$.99/month Membership Fee
Occasional Customer	$ 0.35	No Membership Fees apply
Year 1 Initial Setup, Maintenance, Hosting, and 24/7 Call Center & Customer Support	Waive	Parkmobile shall waive all set-up fees
Annual Maintenance, Hosting, and 24/7 Call Center & Customer Support	Waive	Parkmobile shall waive all recurring fees

Parkmobile agrees to be merchant of record for Client. Costs for payment processing shall be borne by Client and be subject to Parkmobile's standard processing costs.

Free Services to the Client
Parkmobile agrees to offer Client free access to its Gateway Services for all mobile payments generated through the Parkmobile service.
Parkmobile agrees to pay for all standard signage and stickers. Custom signs shall be negotiated if applicable.
Parkmobile agrees to provide Client with a web-based reporting portal with secure credentials to evaluate usage by unique identification numbers established directly for Client's parking footprint.
Parkmobile agrees to provide Client with a web-based enforcement portal with secure credentials to validate active parking sessions for each of the Client's location(s) where the service has been made available.
To demonstrate its commitment to the success of this program, Parkmobile agrees to cover all standard marketing and advertising costs.
Parkmobile agrees to host and maintain the mobile payment solution at no additional costs to the Client.
Parkmobile agrees to provide both a Call Center & Customer Support Center to the Client at no additional cost to Client.

All Parkmobile's standard terms & conditions shall apply to this pricing proposal.

Chapter 8 M/WBE &VBE

L. Minority/Women-Owned Enterprise Participation in Subcontracts

Proposer shall provide the required Minority/Women-Owned Enterprise Participation form as attached to this RFP as Attachment "F."

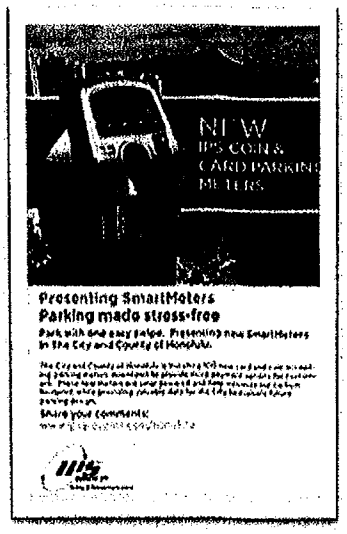
M. Veteran Business Enterprise Participation in Subcontracts

Proposer shall provide the required Veteran Business Enterprise Participation form as attached to this RFP as Attachment "G."

IPS has made considerable effort to contact several M/WBE companies to participate in this RFP. IPS is enclosing the letters in the Appendix sent to each of these companies requesting such quotation of services. The page that follows this chapter demonstrates the number of companies contacted with an offer to provide services as part of this RFP, and their ability to comply and IPS determination of the most responsive team member for this project. IPS strives to provide opportunities for M/W/ESB wherever possible, typically in the installation of IPS meters. As the City indicated they will be self-performing the installation of the meter mechanisms, IPS has identified the following areas of opportunity to partner with local M/WBEs and VBEs.

1. Public Outreach

Formulating the right messaging and raising public awareness is a key element for the successful deployment of new parking initiatives. IPS has identified CBR Public Relations, a local WBE firm that the City has worked with in the past, to execute a customized marketing and public awareness materials to meet the specific needs of the City's programs.



Public Relations Overview

IPS will partner with CBR, a local PR firm that the City has worked with in the past, to:

- Generate public support for the new "smart" IPS Group parking meters by raising awareness through traditional media stories and social media activity highlighting the positive impact for drivers.
- Educate community leadership about the money saved and revenues generated for municipalities through utilization of these high-tech parking meters.
- Provide timely road closure and traffic updates to the motoring public through traditional media with a special emphasis on getting updated information to radio traffic reporters, and through social media platforms.

CBR will leverage its hard-earned credibility in metro Orlando newsrooms to generate positive publicity around the coming arrival, installation and operational launch of the new IPS Group parking meters. In addition to these valuable media relationships, CBR also has extensive experience working with the City of Orlando on important projects involving entities such as the Lynx transportation system and the Orlando Downtown Development Board. CBR will exercise its influence, reach and impact to deliver a positive message to all desired audiences, including the media, government officials, influential downtown business leaders and groups, and to drivers. CBR will executive the following initiatives in a manner that reflects favorably on the City of Orlando and IPS Group, Inc.

IPS Outreach Strategy

Using the City's list of registered M/WBEs, IPS conducted telephone calls to relevant marketing and PR agencies to solicit proposals for the City of Orlando project. From the list, IPS selected CBR Public Relations given their prior

experience working with the City of Orlando and their key contacts with local media. Please see CBR's proposed media and public outreach plan and pricing following this chapter.

2. GIS Services

IPS is offering the City of Orlando optional GIS services to provide GIS mapping services for all on-street parking assets within the City of Orlando. IPS identified seven (7) potential M/WBEs to survey the cities paid parking spaces. IPS deemed Montgomery Consulting Group as the most qualified for the City's project and requested the firm to submit a detailed scope of work and pricing. Montgomery proposes the following services:

1. Kickoff Meeting and Coordination - Attend kickoff meeting either in Orlando or via web-enabled meeting to coordinate with IPS Group and/or City to gain understanding of City's preferred mapping structure (i.e., defining zones and areas to be identified in the field), discussing data collection and office processing schedule, and other aspects of the project. Coordinate with IPS Group and/or City to verify data collection elements (i.e., zone, area, pole number, etc.) and data delivery format (i.e., shapefiles or geodatabase)
2. Acquire Basemap data from the City – MCG will coordinate with the City to acquire basemap data like street centerlines, right-of-ways, parcels, buildings etc. for use in this mapping effort.
3. Field Data Collection – Using a hand-held GPS device with post processed accuracy/precision of 1 meter or less, collect GPS coordinate location data, and if available, noting respective pole number, zone and area location information for each On-Street meter location in the City of Orlando, FL. Field data collection includes up to 1,100 parking meters.
4. Office Processing – Process the field data as needed to provide shapefiles or geodatabase deliverables and perform quality control. A readme file will be included in the electronic file deliverable that describes the details of the data collection process.
5. Provide Deliverables – Final deliverables shall be provided in client's choice of either shapefiles or geodatabase file format. Five (5) copies of the DVD/CDs of the electronic files shall be provided to IPS Group as final deliverables.

Please see the complete project plan following this chapter.

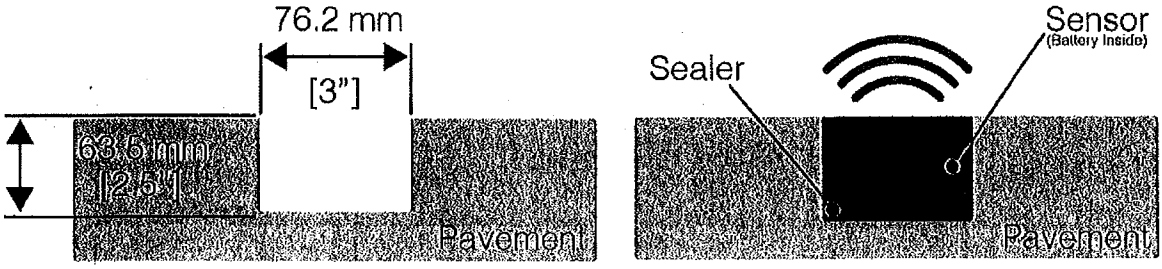
IPS Outreach Strategy

Using the City's list of registered M/WBEs, IPS conducted telephone calls to GIS mapping companies to solicit proposals for the City of Orlando project. Qualified firms were requested to submit the following to IPS:

1. A complete cost of the service as outlined above including all applicable taxes, permitting fees, etc. that will be valid for 120 days.
2. A statement of work that will encompass the GIS services provided, including formatting of the final data file, and accuracy/precision of the GIS data, and a minimum of 3 references.
3. Proof of certification as an MBE, WBE or VBE company.
4. Disclosure of any additional certifications, for example MBE, WBE, or being a long term certified business in the City of Orlando.

3. Sensor Installation Services

The installation process of the IPS embedded sensor requires approximately 5-10 minutes per space. A 3 inch diameter by 2.5 inch depth core is drilled into the street space, the sensor is inserted into the hole, and a DOT grade epoxy is used to seal the sensor into the ground. The number of teams installing sensors can be scaled in order to meet the installation schedule required. IPS identified eighteen (18) local core drilling firms to potentially assist in the sensor installation.



Outreach Strategy

Using the City's list of registered M/WBEs, IPS conducted telephone calls to 18 relevant core drilling companies to solicit proposals for the City of Orlando project. However, none of the contacted companies submitted proposals to IPS Group.

If Respondent is proposing to utilize any VBE subcontractors which are currently certified by the State of Florida Department of Management Services and have their principal place of business in the Orlando MSA, please enter the name of the subcontractor, the subcontractor's VBE certification number and the address of the principal place of business of the VBE. **Work that is self performed by a respondent that is a VBE firm shall not be listed below as respondents are not subcontractors and, as stated above, VBE participation points for this solicitation are being awarded for participation by VBE firms in subcontracting.**

VBE Subcontractor's Name:	VBE Subcontractor's Principal Place of Business	Description of Work to be Performed:	Florida DMS Certification Number :
1. N/A			
2.			
3.			

Contacted Subs for Core Drilling Services

Company	Address	City	State	Zip	Contact	Telephone	Trade	Type	Date contacted	Response
ABC Landclearing & Development	1130 Peachtree St.	Cocoa	FL	32922	James Goins	321-636-4734	Land clearing, site work, excavation and demolition	MBE – 1/31/2016	July 15, 2014	Left message
All Florida Guardrail Corporate	5303 Old Winter Garden Road	Orlando	FL	32811	Pauline Chan	407-293-6559	Fencing, concrete sidewalk, drainage	MWBE – 1/31/2015	July 15, 2014	Left message
American Eagle Concrete Sawing & Drilling	345 Enterprise St.	Ocoee	FL	34761	Jodi Kelzer	407-654-3632	Concrete and asphalt cutting	WBE	July 15, 2014	Will submit proposal
Bonn-J Contracting Inc. of Florida	2596 Curryville Road	Chuluota	FL	32766	Bonnie Rimel	407-977-7666	Concrete and retaining walls	WBE – 6/30/2014	July 15, 2014	Does not do core drilling
Brown Brothers, The Family	750 S. Orange Blossom Trail, Suite 148	Orlando	FL	32805	Lateffay Dawson	407-481-8336	Concrete work	MWBE – 9/30/2014	July 15, 2014	Phone disconnected
C & C Concrete & Foundations	3002 Barkway Drive	Cocoa	FL	32926	Clarence Craig	321-633-4512	Concrete work	MBE – 10/31/2015	July 15, 2014	Left message and emailed additional info.
Carl's Concrete Cutting & Drilling	3500 Boggy Creek Road	Kissimmee	FL	34744	Daisy Labriola	407-344-9889	Concrete cutting, core drilling	WBE – 9/30/2014	July 15, 2014	Not interested
Conpilog International Company	2800 S. Orange Blossom Trail, Suite B	Orlando	FL	32805	Luis Pinzon	407-265-9784	Construction and maintenance of sidewalks, concrete slabs	MBE – 2/28/2016	July 15, 2014	Left message
Cornerstone Construction Services, Inc.	4205 Edgewater Drive, Suite A	Orlando	FL	32804	Amadita Stone	407-299-3299	Masonry, concrete, demolition, paving	MWBE – 1/31/2016	July 15, 2014	Will submit proposal
Hommes Masonry, Inc.	334 E. Bay Street	Winter Garden	FL	34787	Homar Jaimes	407-654-2648	Masonry, concrete, brick	MBE – 12/31/2014	July 15, 2014	Left message
JL Wilson Concrete	902 N. Pine Hills Road	Orlando	FL	32808	James Wilson	407-532-3184	Concrete work, flatwork, slab	MBE – 2/28/216	July 15, 2014	Most likely not interested
JWP Iron and	629 Carpenter	Orlando	FL	32833	Joseph Padro	407-625-4934	Fencing installation, stairs,	MBE –	July 15, 2014	Left

Fence	Road						security gates	8/31/2014		message
KMG Fence, LLC	1031 Crown Park Circle	Winter Garden	FL	34787	Karen Grimsley	407-654-7600	Fencing	WBE – 8/31/2015	July 15, 2014	Not sure if they do core drilling for projects other than their own.
KW Curb, Inc.	4646 Parmar Ct.	Orlando	FL	32811	Karl Wright	813-478-4968	Concrete curbing	MBE – 9/30/2014	July 15, 2014	Left message
Martin Charles Concrete	448 E. Plant Street	Winter Garden	FL	34787	Martin Charles	407-877-2459	Concrete construction, sidewalks, concrete slabs	MBE – 5/31/2015	July 15, 2014	Left message
OLP Construction, Inc.	5511 Curry Ford Road	Orlando	FL	32828	Orlando Lorenzo	407-384-8377	Concrete work	MBE – 7/31-2015	July 15, 2014	Left message
Superior Concrete	541 Hardwood Circle	Orlando	FL	32828	Santear Johnson	321-205-8013	Concrete foundations, sidewalks, curbs	MBE – 4/30/2015	July 15, 2014	Left message
VMG Construction, Inc.	320 Pennsylvania Ave.	Winter Garden	FL	34787	Yolanda Galvan	407-285-7674	Concrete construction	MBE – 11/30/2015	July 15, 2014	Wrong number

Contacted Subs for GIS Mapping Services

Company	Address	City	State	Zip	Contact	Telephone	Trade	Type	Date contacted	Response
Applied Ecology, Inc.	1852 Cato Ct.	Indiatlantic	FL	32903	Claudia Listopad	321-636-4734	GIS spatial analysis	WBE – 1/31/2015	July 16, 2014	Left message
EPIC Engineering & Consulting	3251 Progress Dr., Suite A1-103	Orlando	FL	32826	Prasad Chittaluru	407-415-6522	Civil engineering, GIS data and software design	MBE – 7/31/2015	July 16, 2014	Very inetereste d – will submit proposal
F.R. Aleman & Associates	725 Primera Blvd. Suite 205	Lake Mary	FL	32746	Yvette Aleman	305-591-8777	GIS services, intelligent transportation services	MWBE – 10/31/2014	July 16, 2014	Will submit proposal
Gemini Engineering & Sciences	3030 Hartley Road, Suite 100	Jacksonville	FL	32257	Ki Hong Pak	904-217-7485	Engineering, GIS, specialized computer consulting	MBE – 5/31/2016	July 16, 2014	Outside of their field – GIS better suited for a surveyor
Horizon Geo	1249 Hollyridge	Maitland	FL	32751	Sharon Garvey	407-331-3282	CAD, GIS, law	WBE –	July 16, 2014	Left

Services	Trail						enforcement and support services	2/28/2016		message
Montgomery Consulting Group	501 S. New York Ave., Suite 210	Winter Park	FL	32789	Monty Gettys	407-539-7030	Various consulting services, GIS, feasibility studies	WBE – 10/31/2014	July 16, 2014	Currently doing several projects for the City. Will submit proposal.
Spatial Soft, LLC	2757 Deer Berry Court	Longwood	FL	32779	Anupam Mjkherjee	888-297-1343	GIS	MBE – 6/30/2014	July 16, 2014	Number was not valid, but sent an email

Contacted Subs for PR/Outreach

Company	Address	City	State	Zip	Contact	Telephone	Trade	Type	Date contacted	Response
CBR Public Relations	1495 N. Maitland Ave.	Maitland	FL	32751	Lori Booker	407-834-7777	Public relations	WBE – 8/31/2015	July 16, 2014	Will submit proposal

STRATEGIC COMMUNICATIONS

- SINCE 1984 -

IPS Group Parking & Telecommunications
PR Plan

Overview

IPS Group, Inc. is in contention to win a contract with the City of Orlando to install about 1100 new parking meters that accept credit cards. The project would also include installation of 562 vehicle sensors which detect the presence of a vehicle and will alert the City if and when spaces are unpaid. CBR Strategic Communications will execute a media relations plan that will drive home the messages that credit card parking options enhance convenience for Orlando drivers and make economic sense for the City of Orlando, while also generating goodwill by keeping the public updated on road closures and traffic changes during installation of the new meters and sensors.

Objectives

- Generate public support for the new "smart" IPS Group parking meters by raising awareness through traditional media stories and social media activity highlighting the positive impact for drivers.
- Educate community leadership about the money saved and revenues generated for municipalities through utilization of these high-tech parking meters.
- Provide timely road closure and traffic updates to the motoring public through traditional media with a special emphasis on getting updated information to radio traffic reporters, and through social media platforms.

Strategies

CBR will leverage its hard-earned credibility in metro Orlando newsrooms to generate positive publicity around the coming arrival, installation and operational launch of the new IPS Group parking meters. In addition to these valuable media relationships, CBR also has extensive experience working with the City of Orlando on important projects involving entities such as the Lynx transportation system and the Orlando Downtown Development Board. CBR will exercise its influence, reach and impact to deliver a positive message to all desired audiences, including the media, government officials, influential downtown business leaders and groups, and to drivers. CBR will executive the following initiatives in a manner that reflects favorably on the City of Orlando and IPS Group, Inc.

speaking program to include Mayor Buddy Dyer, IPS Group President & CEO David King, and City Traffic Operations Engineer Frank Consoli.

About CBR

CBR Strategic Communications is certified as a Minority/Women Business in the City of Orlando (Certification number: 20074433) and the State of Florida through 2015.

Now celebrating our 30th anniversary year as Florida's leading independent full-service public relations firm, we are first and foremost a media relations firm, staffed with former reporters and editors with significant and impressive experience in local and national newsrooms.

We have vast municipality and governmental experience, sensitive to the issues of politics, community relations and media relations unique to each situation.

Specific to the City of Orlando, we have served as trusted advisors in both positive and negative situations. Here are just a few:

- Successful and seamless introduction of the Lynx Lymmo system.
- Agency of Record for the Downtown Development Board to enhance City's profile in advance of the opening of the Amway Center.
- Built DDB's social media profile (surpassing the City of Miami's followings in less than 6 months).
- Developed/promoted "Treemissions" to promote car-sharing and bike riding in the City
- Persuaded network producer to not feature the City in an NBC "Fleecing of America" story.
- Navigated Orlando Housing Authority through a soil contamination issue, resulting in an additional $1,000,000 in funding.

Cost Considerations

1. Research and development of press information
2. Scheduling/confirming/monitoring of interviews with key figures
3. Developing key messages
4. Developing a create edge to the program
5. Enlisting support of community leaders
6. Development of graphics for e-blasts, logo, etc.
7. Development of e-blast distribution list
8. Development/implementation of social media campaign
9. Development of articles for DDB Newsletter "Downtown Confidential"
10. Development of media list (invitations/press releases)
11. Development of public service lists (road closures/openings)
12. Development of a "My Word" column messaging for Mayor Dyer or his designee
13. Development/Distribution of press releases
14. Direct contact with newsrooms as needed
15. 24/7 media access to accommodate news cycles
16. Communication with City Council and other key officials

CITY OF ORLANDO

MINORITY BUSINESS ENTERPRISE OFFICE
CITY HALL • 400 SOUTH ORANGE AVENUE • ORLANDO, FLORIDA 32801-3302
PHONE 246-2623 • FAX 246-2878 • http://www.cityoforlando.net

MINORITY/WOMEN BUSINESS CERTIFICATION
Certified Line(s) of Business

EXPIRATION DATE: 8/31/2015

CERTIFICATION NUMBER: 20074433

CERTIFICATION TYPE: WBE

COMPANY NAME: Carlman Booker, Inc.
d/b/a CBR Strategic Communications
1495 N. Maitland Avenue
Maitland, FL 32751

OWNER NAME: Lori Booker

CERTIFIED LINE(S) OF BUSINESS/SPECIALTY AREA(S):

Public Relations Firm

MONTGOMERY
CONSULTING GROUP

PLANNING | ENVIRONMENTAL | ENGINEERING: TRANSPORTATION | AVIATION | INFRASTRUCTURE

July 21, 2014

Ms. Sherry Fountain, Director of Regional Sales
IPS Group Inc.
5601 Oberlin Drive, Suite 100
San Diego, CA 92121

Reference: **City of Orlando, FL RFP 14-0312 – Single-Space Parking Meter Mechanisms with Credit Card Acceptance, Web-based Management, and Vehicle Detection System**
Proposal for GIS Mapping Services for On-Street Meter Assets

Dear Ms. Fountain:

Montgomery Consulting Group, Inc. is pleased to submit this proposal for GIS Mapping Services to support the IPS Group's bid for RFP 14-0312 for the City of Orlando parking meter replacement. We have included some general information on our firm and the requested information based on your letter dated July 16, 2014, as follows:

A. Statement of Work

Montgomery Consulting Group, Inc. shall accomplish the following tasks:

1) Kickoff Meeting and Coordination - Attend kickoff meeting either in Orlando or via web-enabled meeting to coordinate with IPS Group and/or City to gain understanding of City's preferred mapping structure (i.e., defining zones and areas to be identified in the field), discussing data collection and office processing schedule, and other aspects of the project. Coordinate with IPS Group and/or City to verify data collection elements (i.e., zone, area, pole number, etc.) and data delivery format (i.e., shapefiles or geodatabase)
2) Acquire Basemap data from the City – MCG will coordinate with the City to acquire basemap data like street centerlines, right-of-ways, parcels, buildings etc. for use in this mapping effort.
3) Field Data Collection – Using a hand-held GPS device with post processed accuracy/precision of 1 meter or less, collect GPS coordinate location data, and if available, noting respective pole number, zone and area location information for each On-Street meter location in the City of Orlando, FL. Field data collection includes up to 1,100 parking meters.
4) Office Processing – Process the field data as needed to provide shapefiles or geodatabase deliverables and perform quality control. A readme file will be included in the electronic file deliverable that describes the details of the data collection process.
5) Provide Deliverables – Final deliverables shall be provided in client's choice of either shapefiles or geodatabase file format. Five (5) copies of the DVD/CDs of the electronic files shall be provided to IPS Group as final deliverables.

B. Fee Proposal for Services

Montgomery Consulting Group, Inc. proposes to accomplish the tasks described in the Statement of Work above for a total fee of **$26,100.00**, which includes applicable taxes and applicable permitting fees. No taxes are anticipated on professional services. There permit fees are anticipated for field data collection. The

501 S. New York Avenue | Suite 210 | Winter Park, FL 32789 | tel 407.539.7030 | fax 407.539.7035 | www.mcgi-us.com

proposed cost does not include any permit fees required by IPS Group to install the new meters. The proposed price is valid for 120 calendar days from the date of this proposal.

C. Firm Introduction

Montgomery Consulting Group, Inc. (MCG) is a planning, environmental and engineering consulting firm focused on transportation, aviation, and infrastructure development throughout Florida.

MCG's staff is composed of transportation planners, DBE program specialists, civil engineers, computer programmers, cost consultants, GIS analysts, CAD technicians, graphic designers, construction contract administrators, transportation industry researchers and technical writers, and technical administrators. MCG provides the following professional services:

- Administrative, Human Resource, Contract Technical Support
- Asset Management System Development
- CAD Services
- Cost Consulting
- Data Collection and Analysis
- Engineering
- Environmental Overviews, Assessments and Environmental Impact Statements
- Geographic Information System (GIS) Solutions and Support
- Market Research and Industry Analysis
- Public and Stakeholder Outreach
- User Surveys and Benchmarking

D. References

The following references are provided specifically related to our data collection and/or GIS mapping services:

1. Project Name: City of Orlando – Former MagneTek Property (one of 4 projects performed for same client for City of Orlando)
   Client Name: Professional Service Industries, Inc.
   Contact: Ms. Angela C. Garzia, P.E., Regional Engineer – Environmental Services
   Tel: 407-304-5560; Email: angela.garzia@psiusa.com
   Date of Services: 2013
   MCG Role: GIS/CAD Exhibits

2. Project Name: Greater Orlando Aviation Authority – CAD, GIS & Related Services
   Client Name: Greater Orlando Aviation Authority
   Contact: Mr. Tuan Nguyen, Manager, Civil Engineering
   Tel: 407-825-4662; Email: tnguyen@goaa.org
   Date of Services: 2011 – 2014 (on-going)
   MCG Role: Various CAD, GIS, and Data Collection Projects for Orlando Executive and Orlando International Airports

3. Project Name: Pavement Management System
   Client Name: Hole Montes
   Contact: Luc Carriere, P.E., Director of Aviation Engineering
   Tel: 239-985-1200; Email: LucCarriere@hmeng.com
   Date of Services: 2005
   MCG Role: GIS Mapping of Pavement Cracks on Runway for Asset Management System including data collection with hand-held GPS, mapping of cracks and evaluation of pavement condition.

E. Company M/WBE/DBE Certifications

Montgomery Consulting Group, Inc. is currently certified as follows (certifications attached hereto):

- As a MWBE firm by the City of Orlando, FL
- As a Local Developing Business (LDB) by Greater Orlando Aviation Authority
- As a Disadvantaged Business Enterprise (DBE) by Florida Department of Transportation
- As a Minority Business Enterprise (MBE) by Florida Department of Management Services

F. Licenses

Montgomery Consulting Group, Inc. maintains the following licenses (licenses attached hereto):

- Engineering Business – State of Florida
- Occupational License – Orange County
- Occupational License – Winter Park, FL

G. Proof of Insurance

Montgomery Consulting Group, Inc. maintains the following insurance (proof of coverage and limits detailed attached hereto):

- Commercial General Liability
- Automobile Liability
- Workers Compensation
- Professional Liability

We look forward to this opportunity to provide services to the IPS Group in support of the City of Orlando. Please do not hesitate to contact me at 407-539-7030, ext. 15 or email: Monty.Gettys@mcgi-us.com if we can provide additional information.

Yours truly,

Monty Gettys
President

Attachments: As noted

501 S. New York Avenue | Suite 210 | Winter Park, FL 32789 | tel 407.539.7030 | fax 407.539.7035 | www.mcgi-us.com

Fee Derivation
City of Orlando - Replace Parking Meters (approx. 1,100 meters)
Client: IPS Group
Montgomery Consulting Group, Inc.

Labor Cost	Project Manager	Data-Collector	Admin. Support	Total Hours	Total
Burdened Labor Rates:	*$145.00*	*$62.00*	*$60.00*		
1) Kickoff Meeting & Coordination	8	8	8	24	$2,136.00
2) Field Data Collection	8	224	7	239	$15,468.00
3) Office Processing	8	40	2	50	$3,760.00
4) Provide Deliverables	2	4	2	8	$658.00
Total Hours	**26**	**276**	**19**	**321**	
Subtotal Burdened Labor Cost	**$3,770.00**	**$17,112.00**	**$1,140.00**		**$22,022.00**

Direct Expenses	Number of Days	Number per Day	Cost	Total
Mileage	28	30	$0.55	$462.00
Parking	28	1	$15.00	$420.00
Miscellaneous	28	1	$5.00	$140.00
Accquire Basemap Information from City	1	1	$500.00	$500.00
Equipment	30	1	$85.00	$2,550.00
Subtotal Direct Expenses				**$4,072.00**

Total Fees	Total
Total Lump Sum Fee	**$26,094.00**
USE:	**$26,100.00**

CITY OF ORLANDO

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PHONE 246-2623 • FAX 246-2878 • http://www.cityoforlando.net

November 2, 2012

Ms. Montgomery Gettys
Montgomery Consulting Group, Inc.
501 S. New York Avenue
Suite 210
Winter Park, FL 32789

e-mail: monty.gettys@mcgi-us.com

SUBJECT: CITY OF ORLANDO M/WBE CERTIFICATION AWARD LETTER

Dear Ms. Gettys:

We are pleased to inform you that Montgomery Consulting Group, Inc. has been re-certified as a WBE by the City of Orlando. This certification is valid until 10/31/2014 Certification is specifically for the approved line(s) of business specified and does not automatically certify your company in any other commodity or service. Montgomery Consulting Group, Inc. will be listed in the City of Orlando's MWBE Directory with the certified line(s) business listed on the following page. The directory can be accessed via the City's internet at link provided below.

https://cityoforlando.mwdbe.com/directory.asp

As a condition of continued certification you must file a Re-certification Application not less than sixty (60) days prior to the date of expiration of the existing certification. Failure to file this application will result in the termination of your certification. However, if at any time the ownership, control, location and/or minority/women-owned business status of your firm changes, the City of Orlando MBE Official should be notified immediately of the changes.

Please be advised that all M/WBE provisions of Chapter 57, Articles II & III of the Code of the City of Orlando must be maintained in order for your firm to retain its M/WBE Certification status. Be advised that failure to maintain compliance with the above noted requirements will result in termination of certification.

Your firm's participation on City of Orlando contracts will be credited only toward WBE goals for the certified line(s) of business listed. While your participation on City of Orlando contracts is not limited to your certified line(s) of business, credit towards WBE goals will be given only for work done in the area(s) which your firm is certified for.

Thank you for your continued interest in the City of Orlando's program.

Sincerely,

Michael Harris

Michael Harris, Chairman
Certification Board

CITY OF ORLANDO

MINORITY BUSINESS ENTERPRISE OFFICE
CITY HALL • 400 SOUTH ORANGE AVENUE • ORLANDO, FLORIDA 32801-3302
PHONE 246-2623 • FAX 246-2878 • http://www.cityoforlando.net

MINORITY/WOMEN BUSINESS CERTIFICATION
Certified Line(s) of Business

EXPIRATION DATE: 10/31/2014

CERTIFICATION NUMBER: 20004581

CERTIFICATION TYPE: WBE

COMPANY NAME: Montgomery Consulting Group, Inc.
501 S. New York Avenue
Suite 210
Winter Park, FL 32789

OWNER NAME: Montgomery Gettys

CERTIFIED LINE(S) OF BUSINESS/SPECIALTY AREA(S):

Airport Planning and Consulting, Administrative, Human Resource, Contract, CADD and Technical Support, Asset Management System Development, Cost Consulting, Computer Programming/Information Technology Solutions Support, Data Collection and Analysis, Disadvantage Business Enterprise (DBE/ACDBE) Goal Setting & Support Services, Economic Impact Assessments & Economic Development Planning, Environmental Overview, Assessments and Environmental Impaxt Statements, Geographic Information Systems (GIS) Solutions & Support, Market Research & Industry Analysis, Master Planning and Feasibility Studies, Noise Compatibility Planning & Land Use Analysis, Public & Stakeholder Outreach,

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Transportation Planning and Consulting, User Surveys and Benchmarking (Professional Services Not A/E).

MONTGOMERY CONSULTING GROUP, INC.
CERTIFICATION DATE: 10/31/2012
EXPIRES: 10/31/2014

GREATER ORLANDO AVIATION AUTHORITY

Orlando International Airport
One Airport Boulevard
Orlando, Florida 32827-4399
(407) 825-2001

December 16, 2013

Ms. Monty Gettys
Montgomery Consulting Group, Inc.
501 S. New York Avenue Suite 210
Winter Park, FL 32789

Local Developing Business (LDB) Certification

Dear Ms. Gettys:

The Office of Small Business Development of the Greater Orlando Aviation Authority ("the Authority") has reviewed the application and supporting documentation submitted on behalf of Montgomery Consulting Group, Inc. to determine whether the entity is eligible for certification as a Local Developing Business (LDB) Enterprise.

I am pleased to inform you that your company has been certified as an LDB Enterprise under the Authority's LDB Policy.

Please be advised that this certification is not equivalent and should not be construed as certification under the Authority's Disadvantaged Business Enterprise Policy promulgated pursuant to the Department of Transportation's regulations, or the Authority's Minority/Women Business Enterprise (M/WBE) Policy.

Your company's LDB certification with the Authority will be effective through December 16, 2016 unless there is a change of ownership and/or control of the company or the owner's personal net worth exceeds $750,000, at which time you are required to submit information with respect to the change. The Authority reserves the right to reaffirm or deny the certification of the company based on this new information.

For re-certification at the end of the three (3) year period a new LDB Application must be submitted. The application must be submitted sixty (60) days prior to expiration of your current certification. You may download a copy of the application at http://www.orlandoairports.net/small_business/index.htm.

LDB certification is NOT a guarantee of work, but enables the firm to compete for, and perform, contract work on all Authority projects as an LDB contractor, sub-contractor, consultant, sub-consultant or material supplier.

Congratulations on your LDB certificaton. Please contact our office at (407) 825-7133 or dbe@goaa.org if you have any questions or if we can be of any assistance.

Sincerely,

Michelle Tatom, A.A.E.
Director, Office of Small Business Development

MT:kj

LDB Expiration Date: December 16, 2016

Florida Department of Transportation

RICK SCOTT
GOVERNOR

605 Suwannee Street
Tallahassee, FL 32399-0450

ANANTH PRASAD, P.E.
SECRETARY

November 30, 2011

MONTY GETTYS
MONTGOMERY CONSULTING GROUP INC
341 NORTH MAITLAND AVENUE SUITE 340
MAITLAND FL 32751

ANNIVERSARY DATE - Annually on July 16

Dear Ms. Gettys:

The Florida Department of Transportation (FDOT) is pleased to announce that your firm has been certified under Florida's Unified Certification Program (UCP) as a Disadvantaged Business Enterprise (DBE) **in accordance with 49 Code of Federal Regulation Part 26.**

DBE Certification is continuing, but it is contingent upon the firm maintaining its eligibility annually through this office. You will be notified of your annual responsibilities in advance of the Anniversary Date. You must submit the annual AFFIDAVIT FOR CONTINUING ELIGIBILITY **no later than the** Anniversary Date.

Only firms listed in the UCP DBE Directory are certified by Florida UCP Members. Prime contractors and consultants should verify your firm's DBE certification status, **and identify the work area(s) for which the firm is DBE eligible, through this Directory.**

Your firm will be listed in Florida's UCP DBE Directory which can be accessed through the Department's website: www.dot.state.fl.us/equalopportunityoffice and then selecting "DBE Directory".

DBE certification is NOT a guarantee of work. It allows your firm to compete for and perform contract work on ALL USDOT Federal Aid (FAA, FTA, and FHWA) projects in Florida as a DBE contractor, sub-contractor, consultant, sub-consultant or material supplier.

If, at any time there is a material change you must advise this office, by sworn affidavit and supporting documents, within thirty (30) days. Changes include, but are not limited to, ownership, officers, directors, management, key personnel, scope of work performed, daily operations, ongoing business relationships with other firms or individuals, or the physical location of your firm. After our review, you will receive instructions as to how you should proceed, if necessary. Failure to do so will

be deemed a failure, on your part, to cooperate, and will result in immediate action to remove DBE certification.

Your firm is eligible to compete for and perform work on all USDOT Federal Aid projects throughout Florida and may earn DBE credit for work performed in the following areas:

NAICS

541611 -Administrative Management and General Management Consulting Services
541613 -Marketing Consulting Services
541614 -Process, Physical Distribution, and Logistics Consulting Services
541618 -Other Management Consulting Services
54162 -Environmental Consulting Services
54169 -Other Scientific and Technical Consulting Services
54191 -Marketing Research and Public Opinion Polling

FDOT Specialty Codes

300 -Consultants
950 -Environmental Consulting Services
963 -Economic Consultant Services

Questions and concerns should be directed to this office by mail or telephone. Our telephone number is (850) 414-4747. Our fax number is (850) 414-4879.

Sincerely,

Victoria Smith
DBE Certification Manager

State of Florida

Board of Professional Engineers

Attests that

Montgomery Consulting Group, Inc.

FBPE

is authorized under the provisions of Section 471.023, Florida Statutes, to offer engineering services to the public through a Professional Engineer, duly licensed under Chapter 471, Florida Statutes.

Expiration: 2/28/2015

Audit No: 228201503129

Certificate of Authorization

CA Lic. No: 28880

State of Florida

Minority, Women & Florida Veteran Business Certification

Montgomery Consulting Group

Is certified under the provisions of
287 and 295.187, Florida Statutes for a period from:

11/18/2013 to 11/18/2015

DEPARTMENT OF MANAGEMENT SERVICES

Craig J. Nichols, Secretary
Florida Department of Management Services

Office of Supplier Diversity OSD State of Florida

CITY OF WINTER PARK

BUSINESS CERTIFICATE
401 PARK AVENUE
WINTER PARK, FLORIDA 32789

NO. [illegible]

THIS CERTIFICATE MUST BE POSTED CONSPICUOUSLY IN YOUR PLACE OF BUSINESS

LOCATION: 501 S NEW YORK AVE 210

BUSINESS CLASSIFICATION CONSULTANTS

CLASSIFICATION: 6047000

ISSUED TO: MONTGOMERY CONSULTING GROUP
501 S NEW YORK AVE 210
WINTER PARK [illegible]

CERTIFICATE [illegible]
DELINQUENT PENALTY [illegible]
TOTAL [illegible]

THIS CERTIFICATE EXPIRES
SEPT. 30, 2014

NOTE:

Scott Randolph, Tax Collector **Local Business Tax Receipt** **Orange County, Florid**

his local business tax receipt is in addition to and not in lieu of any other tax required by law or municipal ordinance. Businesses are subject to regulation of zoning, health and oth iwful authorities. This receipt is valid from October 1 through September 30 of receipt year. **Delinquent penalty is added October 1.**

*****ORIGINAL***** **2013** **EXPIRES 9/30/2014** 3110-0968749

3110 PLANNING/CONSULTANT $30.00 10 EMPLOYEE

SCOTT RANDOLPH, TAX COLLECTOR • ORANGE COUNTY FLORIDA •

TOTAL TAX	$30.00
PREVIOUSLY PAID	$30.00
TOTAL DUE	$0.00

GETTYS MONTGOMERY

MONTGOMERY CONSULTING GROUP IN
GETTYS MONTGOMERY
501 S NEW YORK AVE STE 210
WINTER PARK FL 32789

501 S NEW YORK AVE #210
B - WINTER PARK, 32789

PAID: $30.00 099-00580524 7/11/2013

This receipt is official when validated by the Tax Collector.

MONTG-1 OP ID: LJ

ACORD

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 05/08/2014

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER
Cooper, Simms, Nelson & Mosley
271 West Canton Avenue
P.O. Box 1480
Winter Park, FL 32790-1480
Stephen A. Simms

Phone: 407-644-8689
Fax: 407-644-9934

CONTACT NAME:
PHONE (A/C, No. Ext):
FAX (A/C, No):
E-MAIL ADDRESS:

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A: Hartford Ins Co of Southeast	38261
INSURER B: Hartford Underwriters Ins. Co.	30104
INSURER C: Travelers Casualty & Surety Co	
INSURER D:	
INSURER E:	
INSURER F:	

INSURED
Montgomery Consulting Group, Inc.
501 S. New York Avenue, #210
Winter Park, FL 32789

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	GENERAL LIABILITY X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE X OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: POLICY PRO-JECT LOC			21SBABL9885	06/01/2014	06/01/2015	EACH OCCURRENCE	$ 1,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 300,000
							MED EXP (Any one person)	$ 10,000
							PERSONAL & ADV INJURY	$ 1,000,000
							GENERAL AGGREGATE	$ 2,000,000
							PRODUCTS - COMP/OP AGG	$ 2,000,000
								$
	AUTOMOBILE LIABILITY X ANY AUTO ALL OWNED AUTOS SCHEDULED AUTOS HIRED AUTOS NON-OWNED AUTOS			21UECJT0221	06/01/2014	06/01/2015	COMBINED SINGLE LIMIT (Ea accident)	$ 1,000,000
							BODILY INJURY (Per person)	$
							BODILY INJURY (Per accident)	$
							PROPERTY DAMAGE (Per accident)	$
								$
A	X UMBRELLA LIAB X OCCUR EXCESS LIAB CLAIMS-MADE DED X RETENTION $ 10,000			21SBABL9885	06/01/2014	06/01/2015	EACH OCCURRENCE	$ 4,000,000
							AGGREGATE	$ 4,000,000
								$
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y/N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N/A		IAUB391D789313	11/01/2013	11/01/2014	X WC STATU-TORY LIMITS OTH-ER	
							E.L. EACH ACCIDENT	$ 500,000
							E.L. DISEASE - EA EMPLOYEE	$ 500,000
							E.L. DISEASE - POLICY LIMIT	$ 500,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

Automobile liability coverage includes hired automobiles. Physical damage coverage is provided for hired vehicles up to a limit of $50,000 with a deductible of $500.

CERTIFICATE HOLDER

FORIN-1

For Information Purposes Only

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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Client#: 1048706 MONTGCON2

ACORD™ CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 6/03/2014

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

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PRODUCER
USI Insurance Services, LLC,
1715 N. Westshore Blvd. Suite 700
Tampa, FL 33607

CONTACT NAME:
PHONE (A/C, No, Ext): 813 321-7500 FAX (A/C, No):
E-MAIL ADDRESS:

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : XL Specialty Insurance Company	37885
INSURER B :	
INSURER C :	
INSURER D :	
INSURER E :	
INSURER F :	

INSURED
Montgomery Consulting Group, Inc.
501 S New York Avenue Ste 210
Winter Park, FL 32789

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
	GENERAL LIABILITY						EACH OCCURRENCE	$
	COMMERCIAL GENERAL LIABILITY						DAMAGE TO RENTED PREMISES (Ea occurrence)	$
	CLAIMS-MADE OCCUR						MED EXP (Any one person)	$
							PERSONAL & ADV INJURY	$
							GENERAL AGGREGATE	$
	GEN'L AGGREGATE LIMIT APPLIES PER: POLICY PRO-JECT LOC						PRODUCTS - COMP/OP AGG	$
								$
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	$
	ANY AUTO						BODILY INJURY (Per person)	$
	ALL OWNED AUTOS / SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	HIRED AUTOS / NON-OWNED AUTOS						PROPERTY DAMAGE (Per accident)	$
								$
	UMBRELLA LIAB OCCUR						EACH OCCURRENCE	$
	EXCESS LIAB CLAIMS-MADE						AGGREGATE	$
	DED RETENTION $							$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y / N ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N / A					WC STATU-TORY LIMITS / OTH-ER	
							E.L. EACH ACCIDENT	$
							E.L. DISEASE - EA EMPLOYEE	$
							E.L. DISEASE - POLICY LIMIT	$
A	Professional Liability			DPR9716391	06/01/2014	06/01/2015	$1,000,000 per claim $1,000,000 annl aggr.	

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)
Professional Liability coverage is written on a claims-made basis.

CERTIFICATE HOLDER

For Proposal Purposes

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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Chapter 9 Product/Solutions Information
Product Specifications

METER MECHANISM SPECIFICATIONS:

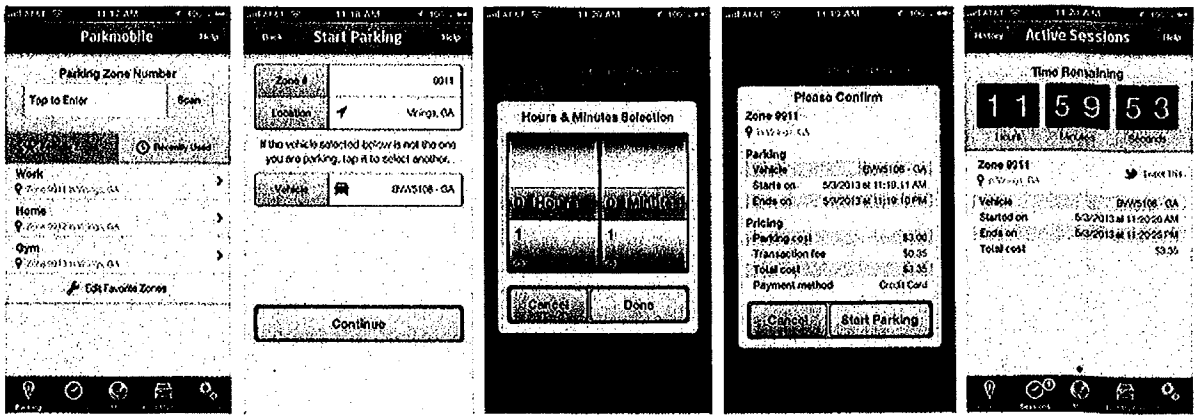
Upon request, all Proposers shall ensure and provide documentation that all products will comply with the specifications contained herein. Any deviation from the specifications shall be noted in the proposal.

1. General Specifications

Single-space parking meters must have the following primary features.

Single space parking meters must be capable of accepting payment via coins, credit cards and debit cards (non-pin), and contact smart card at the meter terminal. Credit card shall include Visa and MasterCard, American Express and Discover payment capabilities. It is the Contractor's responsibility to provide the visual information (i.e. stickers, etc.) to alert the public that credit cards are accepted at the meter.

IPS complies. The M5™ single-space meter accepts payment by coin, token, debit/credit card, pay-by-cell and optional contactless payment. IPS can provide a decal to indicate which credit cards the City will accept. IPS is partnering with pay-by-cell provider, Parkmobile, to provide a convenient payment method for Orlando motorists. Sample screenshots of the Parkmobile service is shown below. Please see end of this chapter for more detailed information from Parkmobile. (Images below courtesy of Parkmobile.)



MOBILE PAYMENT SOLUTION

Registering for Service

Parkmobile offers users free, fast and easy (on-street) account set up options. Motorists can register via internet (www.parkmobile.com), mobile website, download one of our native mobile apps (iPhone, Android, Windows Mobile 8, and a generic browser version) or call the toll free number and register via the IVR (voice computer).

Required information:

- Credit card/debit card information (number, CVC, expiration date). Parkmobile also offers alternative payment methods such as PayPal and a stored value ("wallet") payment method
- License plate number
- (Optional) Zone number (if motorist wants to park immediately)

How it Works

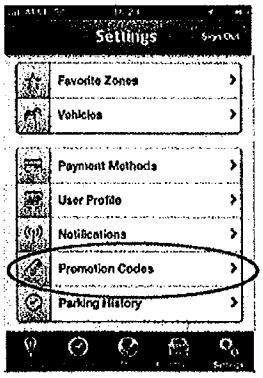
Start and extend your parking transaction in just seconds from your driver seat.

1. Park: Pull into a space. Just look for our green Parkmobile sign on the meter.
2. Phone: Use our mobile app or give us a call to activate your parking session and key in the parking zone number.
3. Go: We'll send an alert (push notification, email or TXT message) when you've got 15 minutes before your parking session expires.

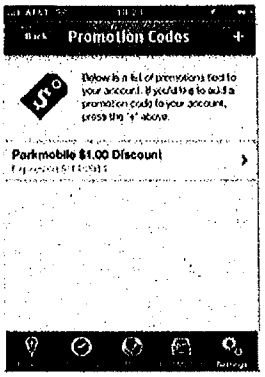
THIRD PARTY VALIDATIONS

Parkmobile has the capability of providing merchants and other 3rd-parties with unique validation and/or promotional codes designed in such a manner that they can be used in the place of scratch-off hang tags or other physical validation programs. With this feature, Parkmobile can generate a code(s) that can be configured for a variety of free or discounted parking options with a several unique parameters involving the area and duration of use. The promo codes and validations then can be given by merchants to their visitors to insert into their smart phone for free or discounted parking via a QR Code. Please see sample screenshots below:

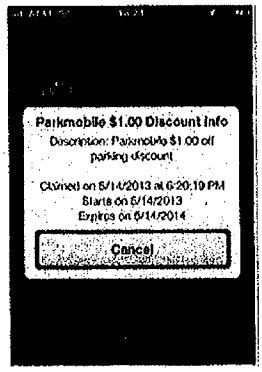
Sample Validation Code generated for a particular promotion or service



Scan or key enter Promo Codes into the mobile app under settings



An explanation of the Promo Code is displayed in the app



Once a Promo Code is used or expired it will automatically be removed from the user account.

Meters shall be wirelessly networked via the cellular network (3G or better modem) and connected to a web-based management system. No additional customer software other than an Internet browser shall be required to access the management system. All proposals shall include a single or multiple wireless cellular network service providers that the Proposer feels that his meters will have the most reliable signal and widely available coverage at locations the meters will be installed. Proposals may be rejected if the cellular network service provider identified in a proposal cannot provide adequate coverage at the desired locations. All data transfer and credit card processing must be in real-time.

IPS complies. Each IPS meter is wirelessly networked via the cellular network. Furthermore, IPS is certified to operate on both the GSM (T-Mobile) and CDMA (Verizon) platforms which translates into greater coverage and reliability for our customers. While most carriers have stated ongoing support for their 2G networks, AT&T has been public about phasing out their 2G network, so we do not plan to offer an AT&T option at this time.

IPS will conduct pre-installation surveys using both IPS meter equipment and handheld multi-carrier single-strength testers (Squid tester) to highlight any potential problem areas and address with carrier in advance of the deployment. Such surveys can either be conducted at each specific meter location or at both ends and the middle of each block in order to provide representative data. If any trouble spots are found, IPS will bring the carrier in for additional survey and remediation in advance. No additional infrastructure or software is required to access the IPS Data Management System (DMS) and only an Internet browser is required to access the web-based Data Management System.

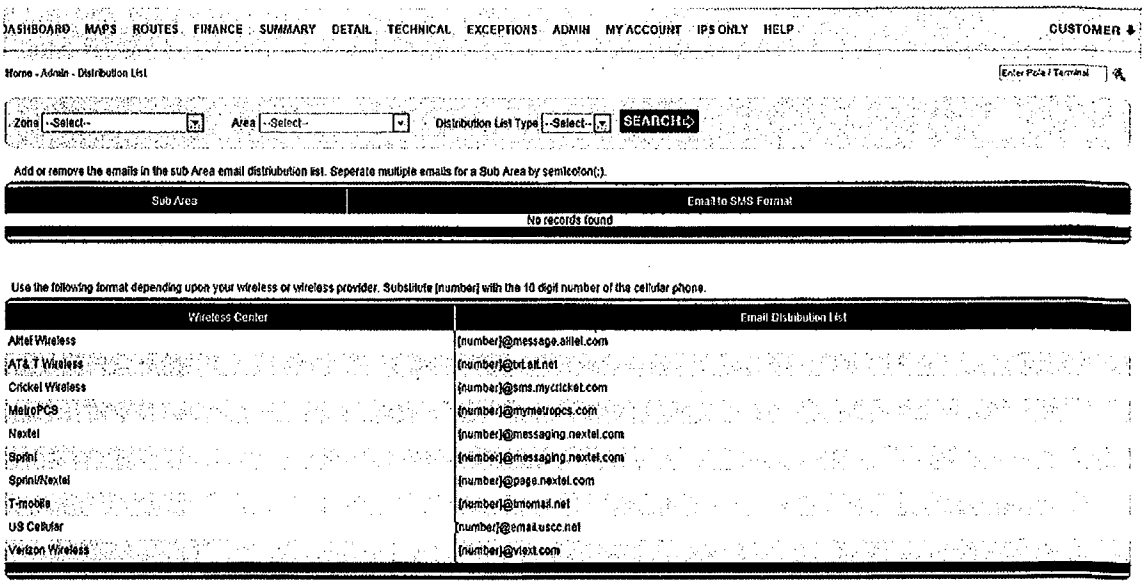
The City prefers Single space meters use a solar panel and combination rechargeable/back-up battery pack to provide reliable, continuous, ongoing power and backup power so that the meter is functioning 100% of the time.

IPS complies. IPS meters are powered by a patented combination solar power and battery system. The solar panel on the back side of the meter allows for constant recharging of the battery with ambient light. This GREEN energy source provides a battery life which can last up to five years, depending on operating conditions and environmental factors. A nominal amount of ambient sunlight keeps the battery packs charged. Primary Cell technology keeps the unit operating, even with minimal sunlight and acts as the back-up battery.

Single space meters shall wirelessly notify parking operations staff of any faults, such as low battery, a card reader or coin validator jam, via a text message, email, or both.

IPS complies. When an alarm is triggered the IPS meter will establish a wireless connection to the IPS DMS. The DMS can then relay the alarm message to a distribution list of the City's choosing, which allows for alerts to be sent to those with responsibility for a specific zone or area. Alerts can be sent using email, text message or both. A list of the most common alarms include: card blockage, coin blockage, battery low, oscillator fault, configuration error, card read error, coin box level alarm. Recipients of these reports can be modified by using the distribution list and the City has the ability to customize where alarms are sent (text message vs. email).

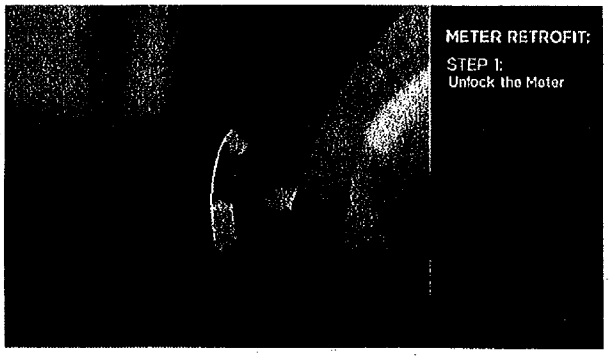
ALARM DISTRIBUTION LIST MANAGER:



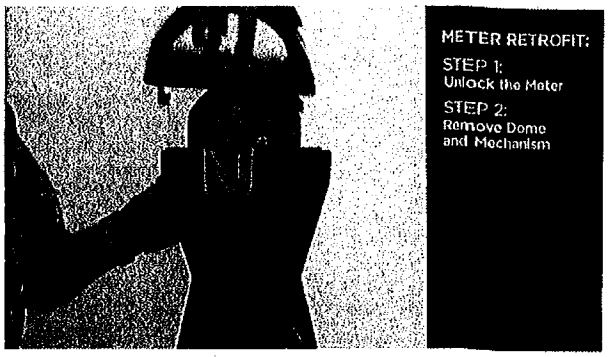
Additionally, IPS offers a meter maintenance application to provide complete maintenance logging, reporting and other typical field functions.

Meter mechanisms and associated top cover (dome) will retrofit to the City's currently installed meter housing base without modification to the existing base or housing. Meter mechanisms shall fit Duncan Housing Model 90. City of Orlando staff will install the meter mechanisms.

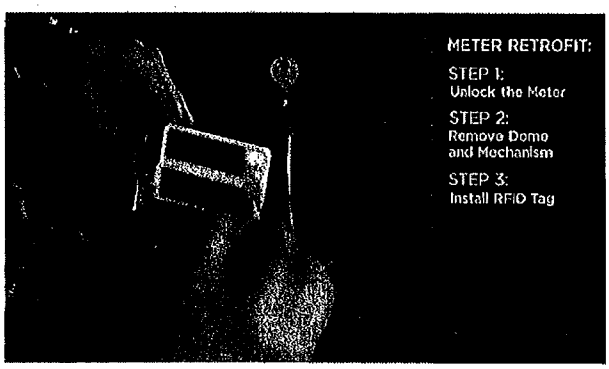
IPS meters are designed as a retrofit to the City's current housings and are very intuitive to install. Below is a set of images that highlights the primary elements of the process which generally takes 1-2 minutes per meter.



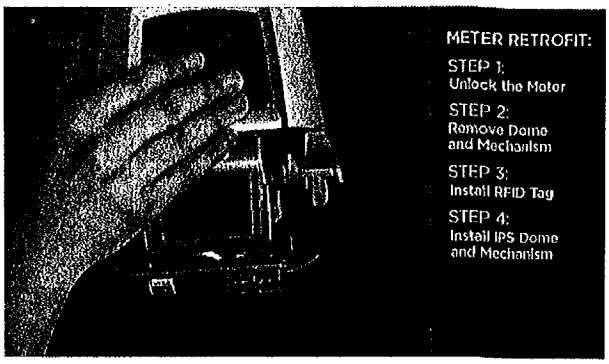
Step 1: Unlock the Meter.



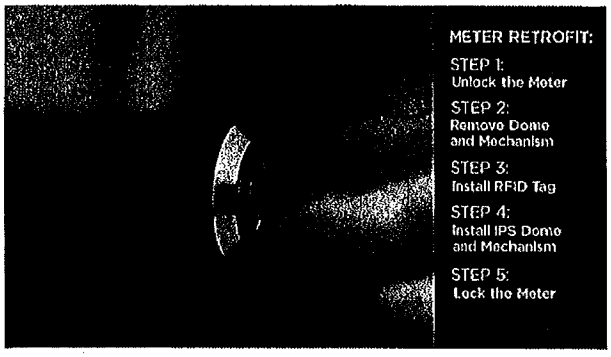
Step 2: Remove the Dome and Mechanism.



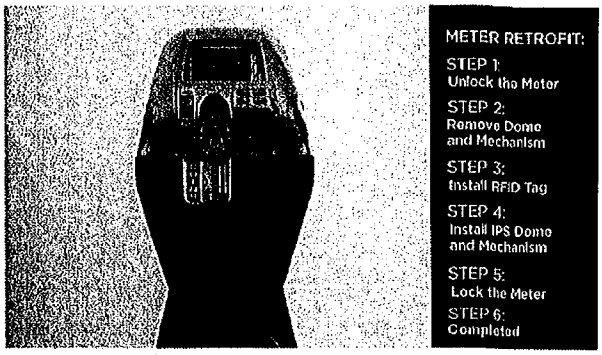
Step 3: Install RFID tag.



Step 4: Install IPS Dome and Mechanism.



Step 5: Lock the Meter.



Step 6: Install complete.

2. Operation and Rates

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

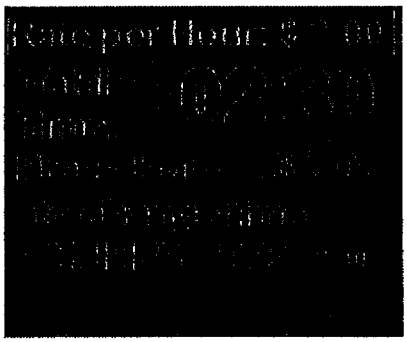
Most Powerful System in the Industry	
Rate Changes	YES
Hours of Operation	YES
Display Text & Graphics	YES
Special Event Pricing	YES
Parking Restrictions	YES
LED Function	YES
Meter Software (Firmware) Updates	YES

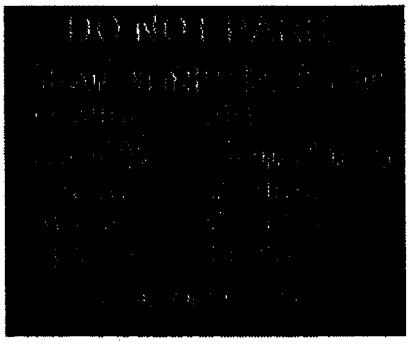
a. FIXED RATE – same rate all day, for select/every day(s) of the week. Meters can be remotely programmed for holidays, special events or other rate changes via the web-based management system and will not require City staff to interface with the meters to accomplish such a rate update.

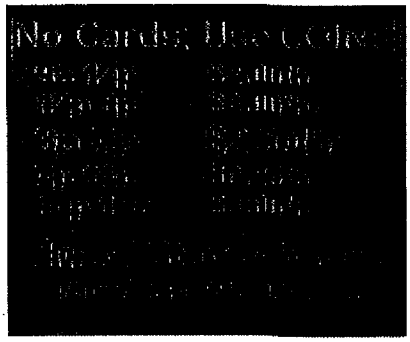
IPS complies. The IPS Data Management System allows the City to remotely program the meters with a fixed rate, as well as rates for holidays/special events. No direct interface with the meter is necessary.

b. MULTIPLE-RATES – varied or escalating rates throughout the day, up to a minimum of 6 times. This can include Tow-Away, No Parking, Event, Reserved, or Free parking options, in addition to hourly parking rates for normal metering time.

IPS complies. IPS meters are currently deployed in Los Angeles and San Francisco, which utilize a dynamic parking rate structure. IPS meters support two configurations (current and future) and can accommodate up to 15 rate structures per day. This information can be shown on the display in any language. What's more, all of these configurations can be managed remotely via the IPS Data Management System.







Meters can be remotely programmed for holidays, special events or other rate changes via the web-based management system and will not require City staff to interface with each individual meter to accomplish such a rate update.

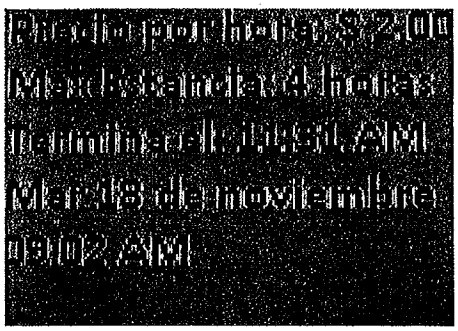
IPS complies. Holidays, special events and other rate changes can be configured remotely via the DMS.

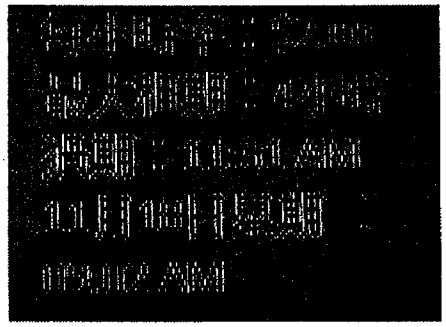
c. EVENT PARKING – meters can be programmed to accept event parking rates, such that flat rate payment will enable the vehicle to park for a pre-determined amount of time. For example, $10 for a sporting event, such that the rate begins at 6pm and the $10 results in the meter being paid for the duration of the event.

IPS complies. Meters can be programmed for event parking rates and can even support graphics such as team logos on the meter display.

d. RATE DISPLAY- The mechanism shall be capable of displaying the rates per hour, maximum stay (time period), and other customized messages or graphics on the meter LCD.

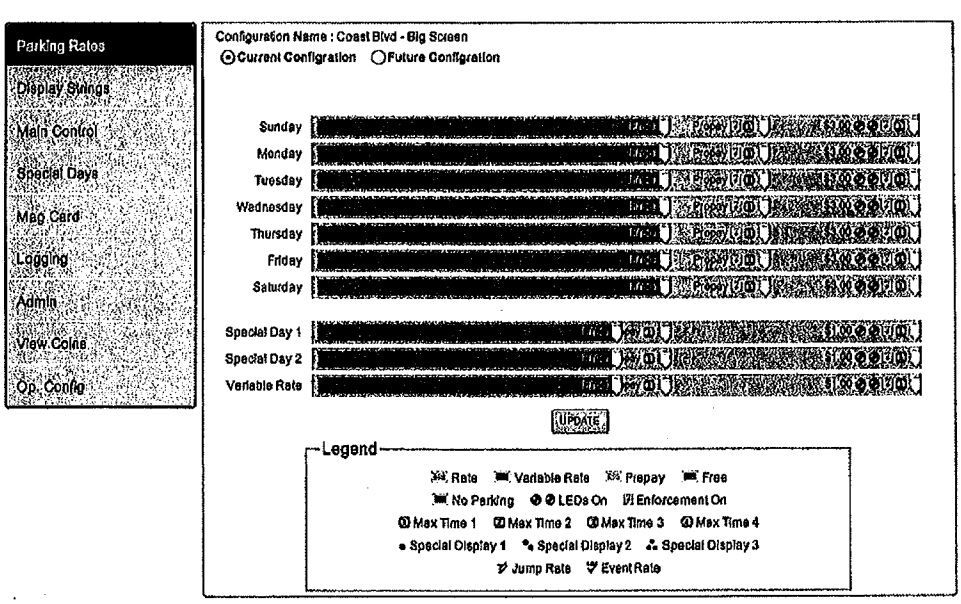
The IPS SSPM has a programmable, backlit, auto-brightness monochromatic LCD display which is 100% larger than our previous model (160 x 160 pixels). The new display is completely programmable to display rate information, maximum time allowed, and current time on the meter. Alternating screens allow for a variety of programming messages, including alternate languages and can be updated remotely via the web-based management system.





e. CHANGES/UPDATES - all rate structures, maximum stay (time limits), available payment methods, and hours of meter operations shall also be managed and updated via a web-based management system, providing remote management capability.

IPS complies. All of the above can be programmed remotely via the DMS. A sample screenshot of the configurations page is shown below.



3. Graphical Display

a. Single space parking meter shall have a graphical liquid crystal display (LCD) which is capable of displaying metered time (format of HH:MM, including negative time capability), parking rates and maximum stay period messages, current time of day (including time when meter will expire), as well as other alpha-numeric messages depending on the status of the meter.

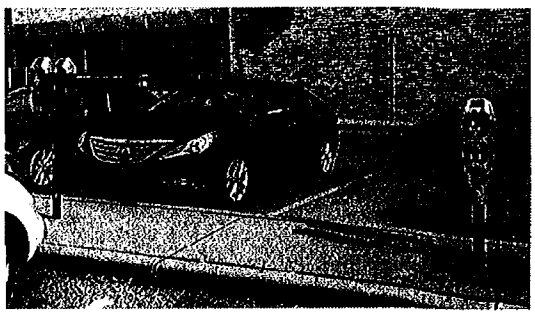
IPS complies. The proposed IPS meters will allow up to 7 lines of alpha-numeric text rotating on 2 screens. Characters are varied since there are multiple font sizes which can be used. Additional lines may be added to accommodate smaller text/dynamic pricing schedules. IPS meters allow for graphics to be displayed on one or both screens and can support text in any language and can feature advertising or public alerts.

b. The LCD displays must 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.

IPS complies. The meters are fully programmable via the DMS. Meter staff is not required to be present at the meter for changes to be made.

c. Front display shall be visible by motorists to support ADA compliance considerations.

IPS complies. IPS meters are ADA compliant as long as the meter poles are cut to the appropriate heights.



Wheelchair accessible IPS meters in the City of Columbus, OH

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

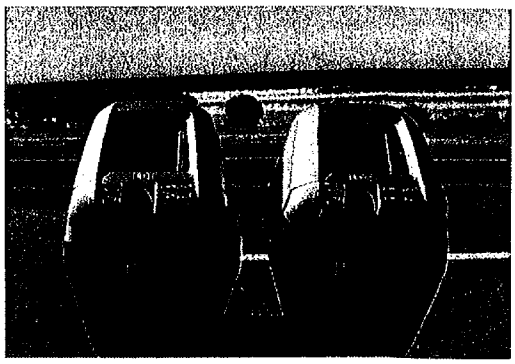
IPS complies. Meter backlight is activated in low light conditions or by any button push or by initiating the payment (e.g., coin drop, credit card or smart card insertion), and remains illuminated for 20 seconds. However, the City can adjust the backlight settings in order to conserve battery power through the DMS.

e. In addition, a UV resistant (non-yellowing) polycarbonate material should be used to protect the LCD and solar panel.

IPS complies. Within the Zinc Alloy dome is a UV stabilized Lexan cover, which has an opening to allow for sunlight to reach the solar panel on the back and to allow for clear viewing of the display screen in the front. Lexan is an extremely durable material and is often used to make bulletproof windows. IPS has been selling this style of meter dome for a very long time and our customers will attest to its resistance to graffiti, vandalism and other environmental factors.

f. The polycarbonate material must be treated with an anti-fog coating to maximize the user's ability to interact with the display at all times.

The IPS LCD screen is completely covered by the dome lens, creating physical separation that prevents any cloudiness or condensation on the screen itself. Additionally, the internal surface of the IPS dome lens is coated with a permanent anti-fog coating that prevents any internal cloudiness or condensation build-up that would impair the view of the LCD.



IPS meters are installed in many humid climates and coastal cities.

g. In the event of a coin jam, meter will continue to allow payment via credit card or debit card. In the event of a card reader jam, meter will continue to allow payment via coins.

IPS complies. In the event of a coin jam, the meter will continue to accept credit/debit cards, smart cards and pay-by-cell and will display "Cards Only." In the event the card reader is inoperable, the meter will continue to accept coin payments and will display "Coins Only." In the event that the meter is inoperable, the meter will display "Out of Order."

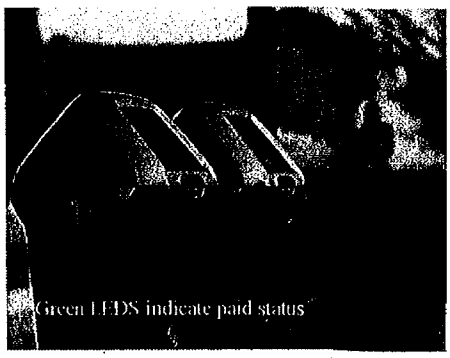
In either event, the meter must be able to wirelessly notify maintenance staff of the location and type of jam via email, text message or both. In the event that both a coin jam and card reader jam are present, the meter will display "Out of Order". All messages can be remotely updated and programmed via web-based management system.

IPS complies. In the event that the meter is inoperable, the meter will display "Out of Order." An alert will be sent to maintenance staff of the location and type of meter fault via text, email or both.

4. Expiration Indication

Enforcement shall be managed via flashing LEDs. Additional LEDs should also be available on the front of the meter to provide the user with a visual indicator of paid vs. unpaid status. Such a feature will also assist with on-street enforcement.

IPS complies. IPS meters utilize highly visible LEDs in both the front (red, green and yellow) and the back (pairs of red, green and yellow) of the meter to provide a status indication for enforcement. The purpose of the rear facing LEDs are for in-car enforcement and larger distances. The front LEDs are for the user as well as enforcement. The LEDs are capable of being configured to a specific rate of flashing and can be turned on or off during paid, expired, idle and grace period.



Green LEDS indicate paid status

Meters shall have ability to be remotely programmed the expiration grace period, duration of flashing LEDs, and other LED operating parameters via web-based management system.

IPS complies. The above settings can be configured remotely via the DMS.

5. Coin Validation

a. Electronic parking meter shall be fully electronic with solid state components and straight down, free-fall coin chute. Standard coin recognition shall include only US denominations of $0.05, $0.10, $0.25 and $1.00 coins. The meter should also incorporate a feature that will count invalid coins, such as washers, gaming tokens, etc., so that the City may monitor the areas where this kind of activity is taking place. No time will be given for these fraudulent coins.

IPS complies. The coin validator is an easily removable module that allows for straight-down, free fall coin validation. IPS has been in the payphone and parking business all over the world, and offers the very best in coin recognition technology. The various coin denominations are pre-programmed and can be changed remotely at the request of the customer. The use of fraudulent coins will be recorded in the DMS and no time will be given for such coins.

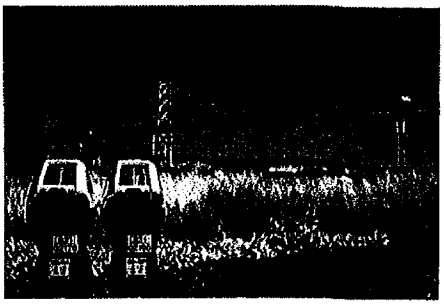
b. The coin validator (also referred to as "coin acceptor") shall detect metallic as well as non-metallic jams. Jam clearance shall be accomplished without special tools or disassembly of the meter. The coin validator shall be a removable component for the purposes of clearing coin or other types of 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. In the event of a jam, the meter must have the ability to notify City staff of a jam via email, text message or both.

IPS complies. IPS meters can detect any item that prevents the coin from progressing through the coin chute. IPS coin validators and card readers both have sensors that can detect any obstruction, whether metallic or non-metallic. In either case, any object that obstructs or triggers the sensors will set an alarm, in which case, the meter will notify the client based on a notification distribution list of the customer's choice. Such jams will also be displayed in the meter management system until the jam is removed.

6. Power

a. Single space meters shall be equipped with an integrated solar panel recharge system. This solar panel will be incorporated into the inside of the meter housing, in order to prevent damage due to operating conditions or vandalism.

IPS complies. IPS meters are powered by a patented combination solar power and battery system. The solar panel on the back side of the meter allows for constant recharging of the battery with ambient light. This GREEN energy source provides a battery life which can last up to five years, depending on operating conditions and environmental factors. A nominal amount of ambient sunlight keeps the battery packs charged. Primary Cell technology keeps the unit operating, even with minimal sunlight and acts as the back-up battery.



b. Battery pack shall consist of a combination rechargeable/back-up battery pack to provide reliable, continuous, ongoing power and backup power so that the meter is functioning 100% of the time. The battery pack is expected to have a minimum life capability of 12-36 months without replacement (depending on wireless features enabled in single space meter model). Proposer shall supply an AC charging unit to keep spare rechargeable batteries fully charged.

IPS complies. The battery pack consists of two parts – a rechargeable and a non-rechargeable part. Both items are being offered as separate parts for ease of replacement. The rechargeable battery serves as temporary buffer (a few days or weeks, depending on features enabled on the meter) to store surplus solar energy, whereas the non-

rechargeable pack covers the meter's energy requirements when the solar charging system is not able to satisfy part or all of the meter's energy requirement for some extended time and the rechargeable battery becomes depleted.

IPS is providing a 36-month battery warranty at no additional charge. Pricing for the AC charging unit is included in the price proposal.

7. Credit Card Payment

a. Payment with a credit card must utilize a hybrid card reader built into the single- space meter mechanism. The hybrid card reader will allow for use of both magnetic stripe credit card and smart card. Users will insert (smart card) or insert/remove (credit card) the card to start the payment process. Users will then have the ability to toggle up (add time) or down (less time) to select the amount of time to be purchased, up to the maximum and down to the minimum metered time. Users can then select "OK" to purchase, or can press "CANCEL" to stop the transaction.

Credit Card Processing

- IPS processes over 60 million credit card transactions annually, safely and securely
- Approximately $140 million in total City revenue in 2012 was generated by IPS meters
- IPS is level 1 PCI-DSS and PA-DSS certified

IPS complies. The card reader is a hybrid which allows for the magnetic stripe cards to be good for over 200,000 card swipes. Users maintain possession of the card throughout the entire transaction, and current installations have proven the IPS meter payment to be both convenient and intuitive, without any additional signage or public marketing campaigns required. In addition, customers have the option of making payments with any combination of the payment methods offered. The M5™ also features an OK and a Cancel button so that customers can approve or cancel the transaction.

b. For ease of installation and security, the credit card reader shall be integral to the mechanism design and shall not require any additional modification to the meter housing to install.

IPS complies. The credit card reader is integrated into the meter mechanism and does not require any modification to the housing to install.

c. The Contractor shall provide secure and reliable gateway service to provide for secure (encrypted) credit card data transmission to the City's merchant account provider.

IPS complies. IPS is Level 1 PCI-DSS certified payment gateway and is listed as a valid service provider for Visa Cardholder Information Security Program (CISP) and the MasterCard Site Data Protection (SDP) programs. Please see the Appendix for copies of our certifications.

d. Credit card data transmission shall meet the Payment Card Industry (PCI) Data Security Standards and Contractor shall provide evidence of PCI-DSS Level 1 certification. All data transfer and credit card processing must be in real-time.

IPS complies. Please see the Appendix for copies of our certifications.

e. If a third party Proposer is used for the payment gateway services, Contractor must provide the name of the payment gateway provider, and the terms and conditions of Contractor's agreement with the gateway service provider must be included in the proposal. In addition, City must be able to have access to the gateway provider website in order to obtain bank submissions for credit card settlements.

N/A. IPS will provide the secure credit card gateway for the City. IPS is Level 1 PCI-DSS and PA-DSS certified. Current certifications are located in the appendix of this proposal.

8. Wireless Data and Management System

a. Each meter shall be individually capable of transmitting wireless data (3G or better modem) 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 must be integral to the meter mechanism design and shall not require a secondary connection to a wireless device.

IPS complies. The IPS meter utilizes the cellular network for all credit card processing and data transmissions (such as rate configurations, sensor info, fault notifications, etc.) The cellular radio is designed as part of the meter mechanism and does not require a secondary connection to a wireless device. No networking equipment is needed for the meters and vehicle detection sensors communicate directly to the meter (no mesh network needed).

b. Updates to meter software, such as meter firmware and operating software, must be able to be performed wirelessly and will not require City staff to interface with each individual meter to accomplish such an update. Any pricing associated with software upgrades must be submitted prior to implementation.

IPS complies. All updates to the meter software will be performed wirelessly, as they become available, at no charge to the City.

c. The Back Office Single-Space Meter Management System shall provide operational control by the City. It shall not be dependent on the interaction of individual handheld devices and each meter in the field. Management system must be completely web-based system accessible via desktop computer, laptop computer, or handheld wireless device to authorized personnel. No additional software other than an internet browser shall be required for the management system to be accessed and fully used in conjunction with the single-space meter products. This shall provide access to the meter management system from authorized user 24/7 over the web.

IPS complies. The IPS web-based Data Management System highlights revenue reporting and equipment monitoring through administrative, financial, and technical reports. The DMS is available 24/7 over the web to authorized users.

- Hardware requirements: IPS is providing a hosted DMS, there is no local hardware required other than internet access.
- Network requirements: IPS recommends a high-speed internet connection to the DMS service, such as cable or DSL access.
- Operating system software requirements: IPS DMS only requires an internet browser to access the system. Window or Apple iOS are typical.
- Browser requirements: Any current version of internet browser will be sufficient to access the IPS DMS. MS Explorer, Mozilla Firefox, Google Chrome, iOS supported browsers are all compatible, including mobile phone browsers.

d. Warnings and alarms shall be communicated from the meter to the back office system in real time.

IPS complies. When an alarm is triggered the IPS meter will establish a wireless connection to the IPS DMS. The DMS can then relay the alarm message to a distribution list of the City's choosing, which allows for alerts to be sent to those with responsibility for a specific zone or area.

e. Management system is expected to provide a variety of reports to include financial, technical, and administrative functions via a single web-portal. No additional software will be required to access and update the meter system, other than access to an Internet browser. Reports should include, but are not limited to:

(1) Credit card reconciliation (daily, weekly, monthly, annually)
(2) Cash collection reports (by date, time, pole, and collector)
(3) Revenue Summary reports (daily, weekly, monthly, annually, by zone, route, street or pole)
(4) Coin box level (% full)
(5) Individual transactions (cash or credit) by pole
(6) GPS location of meters on a map with statistical mouse-over feature
(7) Ability to change text on LCD remotely
(8) Adjudication Reports
(9) Ability to change rates and other operating parameters remotely via the internet
(10) Meter uptime (over time, by zone, street, and pole)
(11) Maintenance software for logging Service requirements over time
(12) Meter paid occupancy reports
(13) Cumulative totals of all cash and card transactions & percentage of total
(14) Exception reports for units not performing as required (communications or payment faults)
(15) Access to Help materials and User Manuals shall be available on-line

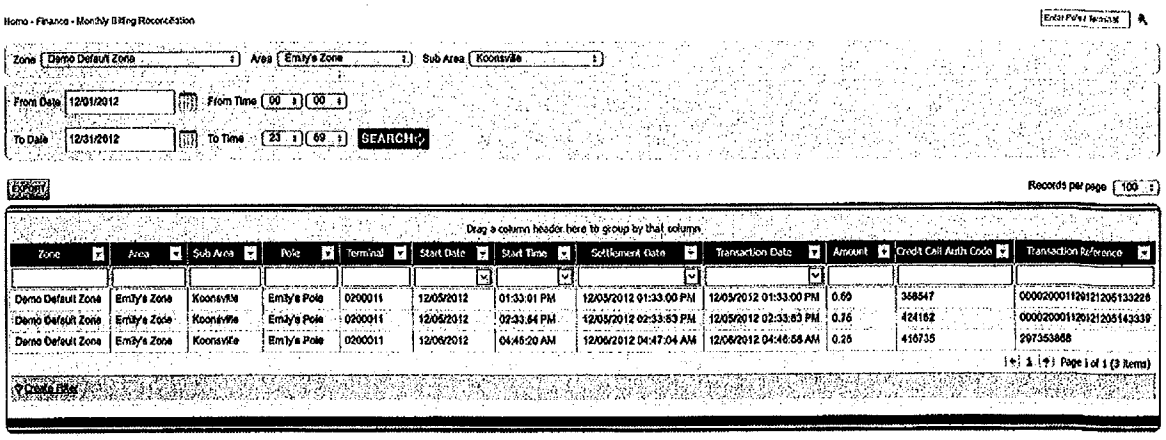
IPS complies. Each IPS single space parking meter is integrated into the web-based DMS in which the data is stored on central servers hosted by IPS. This data transfer happens automatically and does not require personnel to interface with each meter to retrieve data. This data is available via a secure web-based portal and a username and password. We provide a full set of data and Management, Financial and Maintenance Reports, and the data can be exported into other software packages such as MS Excel, MS Access, CSV, etc. should the City have any specific requirements. Some of the most common management system reports include: Daily, Weekly, Monthly and Annual Total Revenue Reports from the City level down to meter level, by payment type; Daily / Monthly credit card auditing and reconciliation, types used and searches; Coin collection by date, routes, collector; Monthly Citywide statistics for meters, average number and value of transactions.

Reports shall include, but not be limited to:

Credit card reconciliation (daily, weekly, monthly, annually)

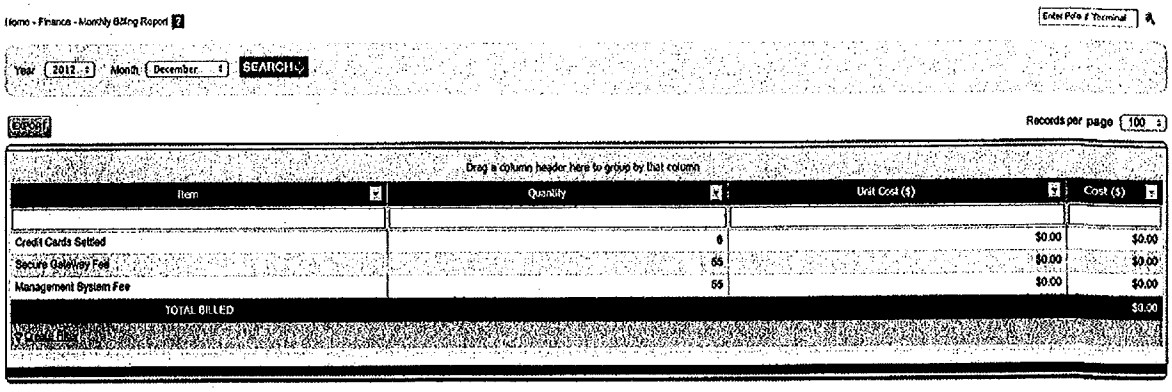
Monthly Billing Reconciliation

The monthly billing reconciliation demonstrates monthly billing information such as credit card transaction date and settlement date.



Monthly Billing Report

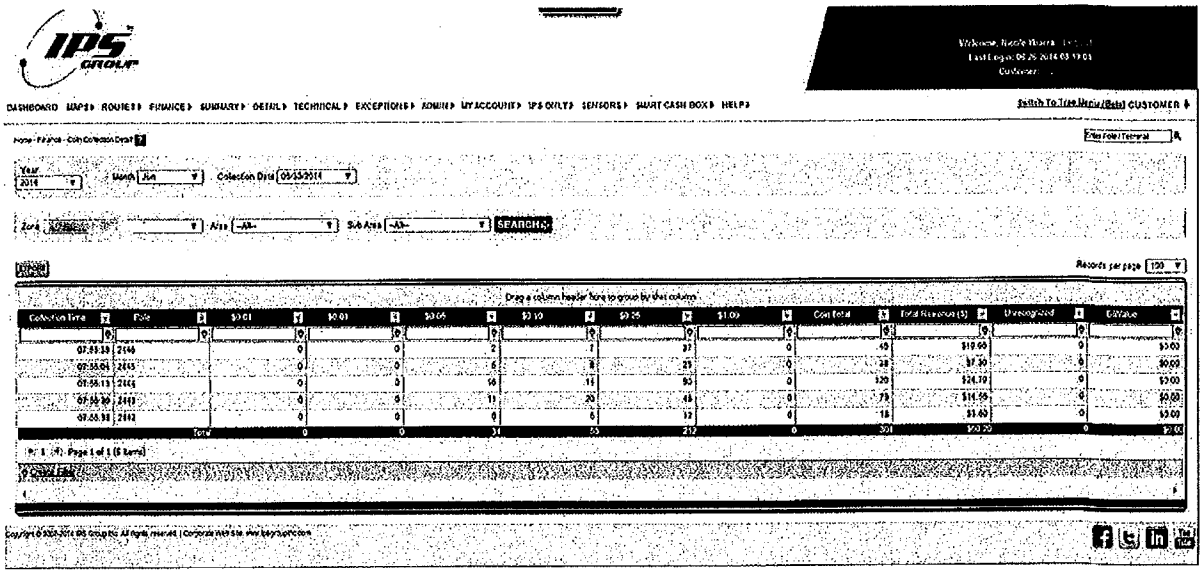
This report allows you to reconcile your monthly invoice received from IPS to the DMS details. The amount of credit card transactions, gateway fees, and DMS fees will correspond line by line to your IPS invoice.



Cash collection reports (by date, time and meter)

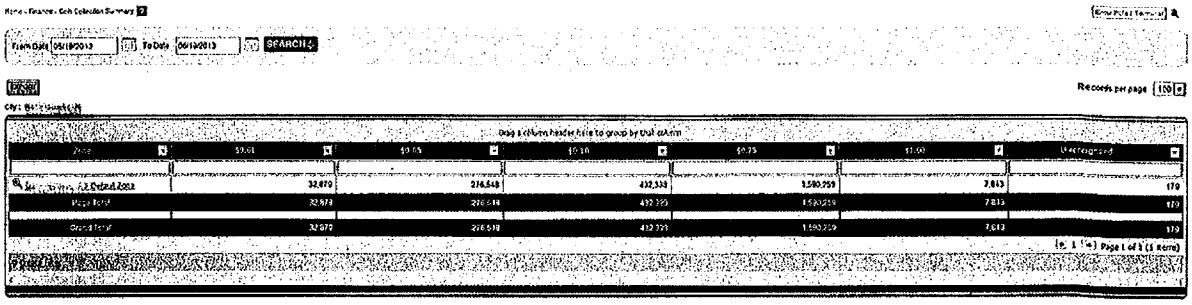
Coin Collection Detail

This report displays the coin collection information for each day in which a collection was performed. All available days for which a collection was performed will be displayed in the Collection Date drop-down list. The user can select a collection from a different month and year using the Year and Month drop-down list as well as sorting by zone, area and sub area. By default, all meters collected will be displayed. Similar to other reports, the coin collection detail report has the functionality to be sorted in ascending/descending order as well as sorting by specific information, similar to MS Excel Pivot Tables. This report gives the user the ability to see all the meters collected within specific routes, dates, etc.



Coin Collection Summary

This report generates the coin collection between two dates chosen by the user. Basically, this report determines how much money was collected at the meters during those dates. Within this report as well as others, the user has the ability to further segment the data by zone, area or sub area, including amounts collected from individual meters by clicking on the blue hyperlinks. This report shows the amount of coins broken down by the value.



Coin Collection Routes

Below is an example of collection broken into routes and coin collection detail given by pole (meter).

Home • Routes • Coin Collection Routes

Enter Pole / Terminal

Route 101 Collection Date 01/14/2013 SEARCH

Export

Records per page 10

Drag a column header here to group by that column

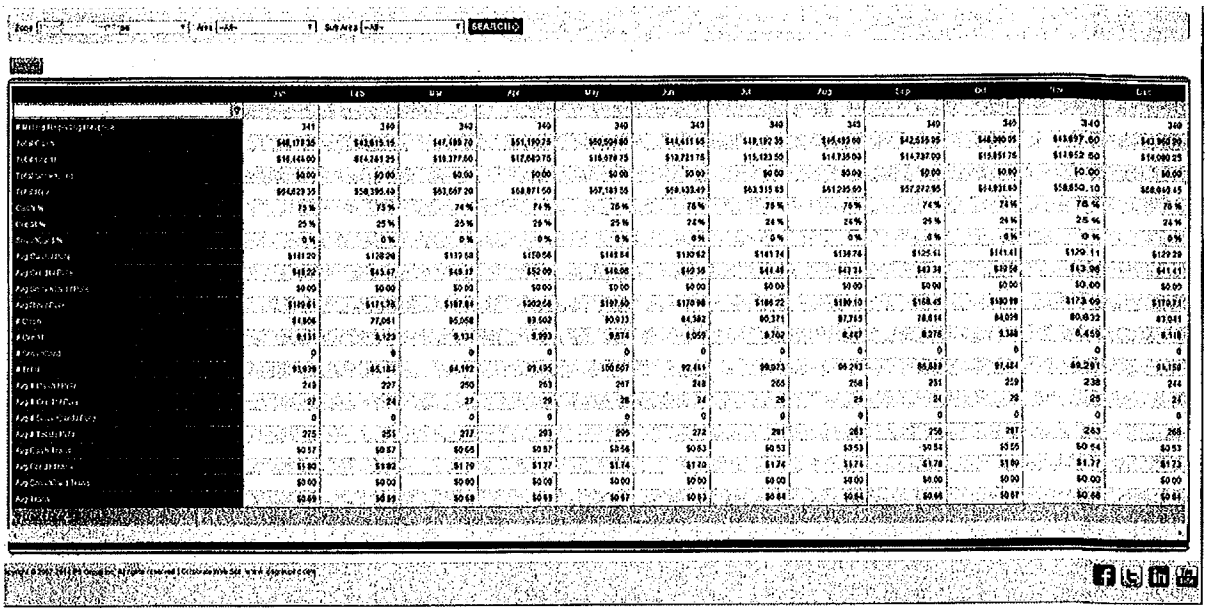
Pole	Collection Time	$0.05	$0.10	$0.25	$1.00	Coin Total	Total Revenue ($)	Unrecognized	Invalid Revenue
722-22080	07:22:18	2	9	49	0	61	13.26	0	0.01
722-22050	07:21:57	7	34	39	0	80	13.60	0	0.00
722-22030	07:21:47	24	29	74	6	132	27.60	0	0.00
722-22010	07:21:39	2	9	22	0	34	6.61	0	0.01
722-21270	07:36:26	2	0	4	0	6	1.10	0	0.00
722-21260	07:36:17	6	13	79	0	105	21.42	0	0.07
722-21230	07:36:05	7	21	26	0	54	8.95	0	0.00
722-21190	07:36:02	22	22	58	0	102	17.60	0	0.00
722-21170	07:35:40	9	9	41	0	59	11.60	0	0.00
722-21150	07:35:26	2	13	66	1	83	18.91	0	0.01
Page Total		83	159	458	6	716	$ 140.65	0	$ 0.10
Grand Total		2,202	3,596	13,409	80	19,438	$ 3,903.46	2	$ 1.51

1 2 3 4 5 6 7 ... 26 27 28 Page 1 of 28 (280 items)

Revenue summary reports (daily, weekly, monthly, annually, by meter and location)

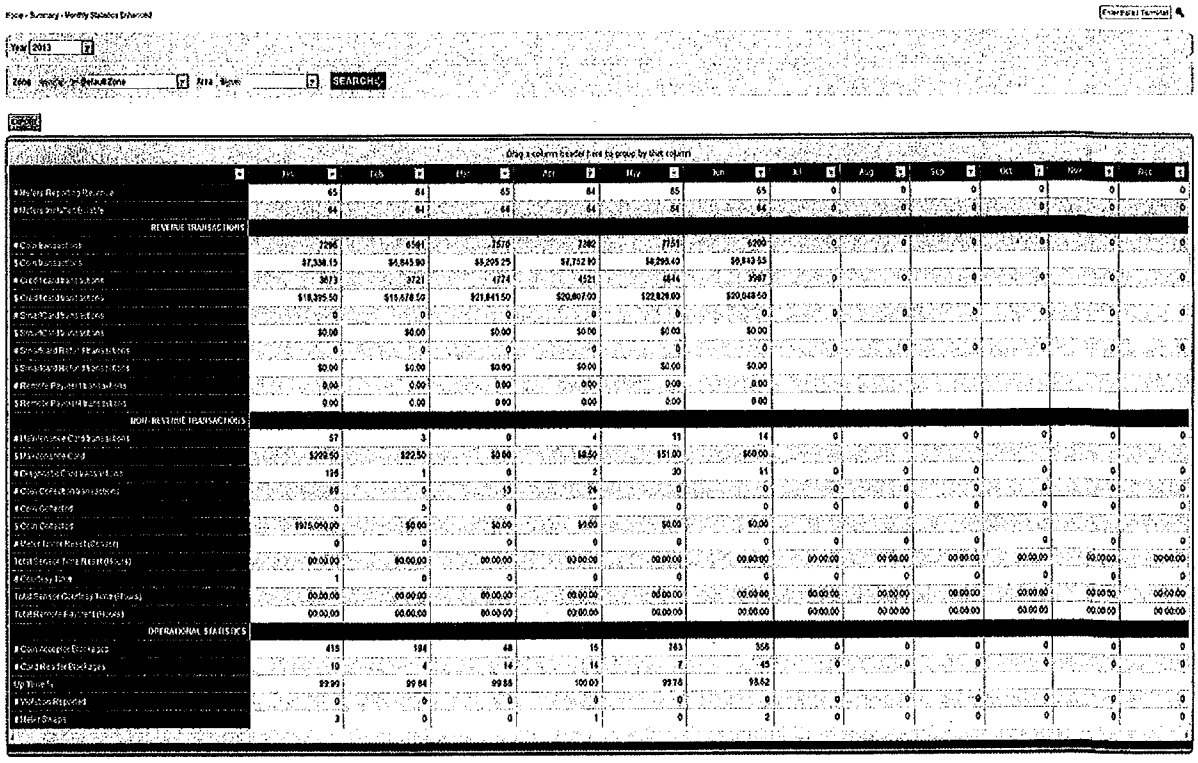
Monthly Statistics

This report displays various financial statistics by month in a selected year. Using this page is helpful to get a snapshot of financial instances in which customers would like to know the information. For example, in the month of January, the credit card usage percentage was 25% versus the cash percentage of 75%.



Monthly Statistics Enhanced

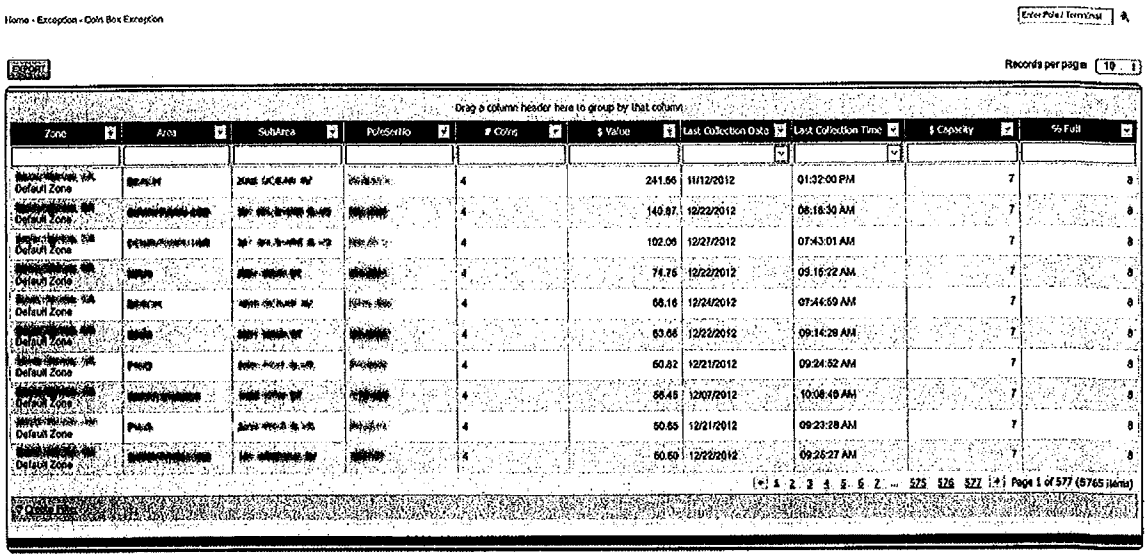
This report is a more detailed report of the monthly statistics page. This is broken down into revenue transactions, non-revenue transactions as well as operational statistics.



Coin can level (% full)

Coin Box Exception

Below is an example of one report which demonstrates the coin box percentage full. Alerts will be set to designated staff when the coin box reaches customized capacity level (i.e. 80%).

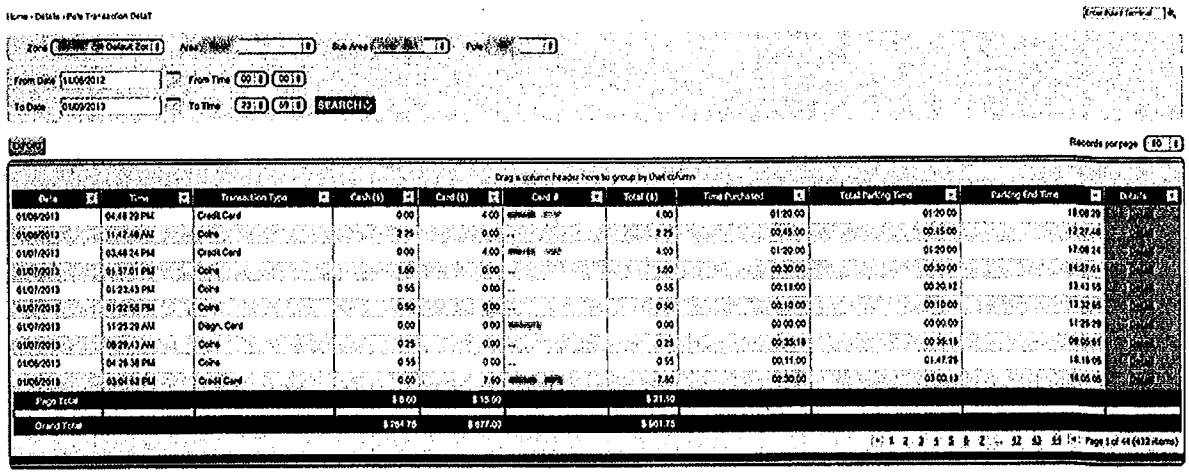


Zone	Area	SubArea	Pole/Serial#	# Coins	$ Value	Last Collection Date	Last Collection Time	$ Capacity	% Full
Default Zone				4	241.56	11/12/2012	01:32:00 PM	7	8
Default Zone				4	140.87	12/22/2012	08:16:30 AM	7	8
Default Zone				4	102.06	12/27/2012	07:43:01 AM	7	8
Default Zone				4	74.76	12/22/2012	05:15:22 AM	7	8
Default Zone				4	68.16	12/24/2012	07:44:59 AM	7	8
Default Zone				4	63.66	12/22/2012	09:14:29 AM	7	8
Default Zone				4	60.82	12/21/2012	09:24:52 AM	7	8
Default Zone				4	56.45	12/07/2012	10:06:49 AM	7	8
Default Zone				4	50.65	12/21/2012	09:23:28 AM	7	8
Default Zone				4	50.60	12/22/2012	09:25:27 AM	7	8

Individual transaction (cash or credit) by meter

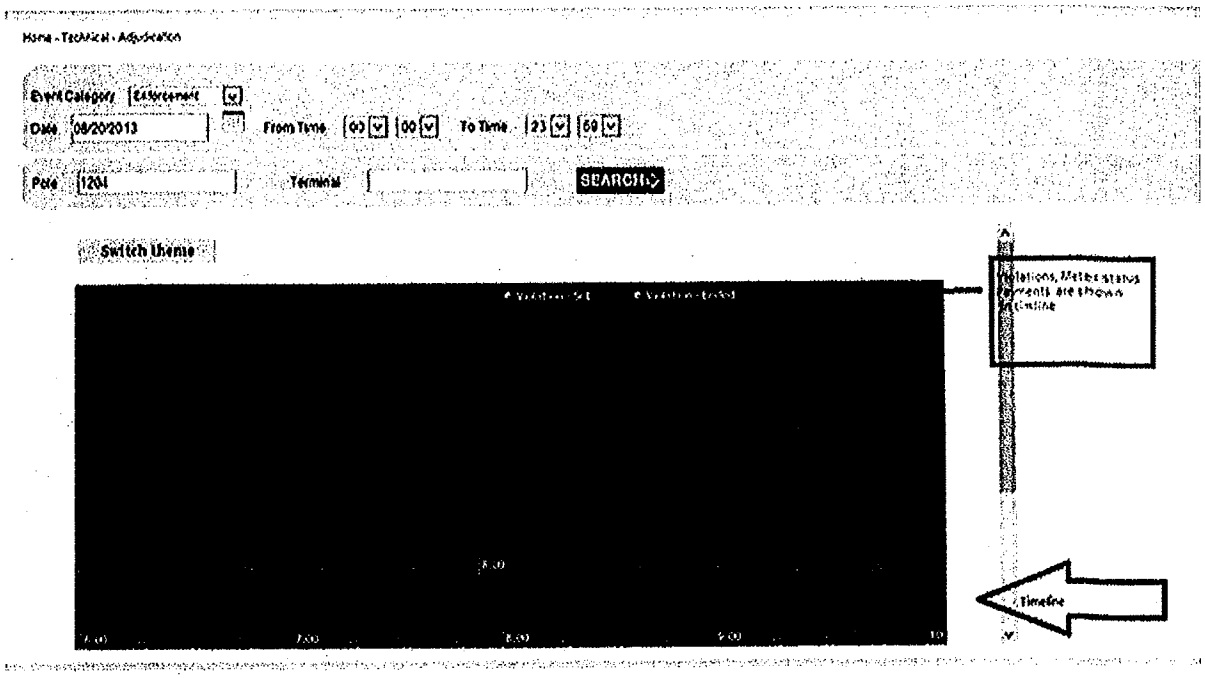
Pole Transaction Detail

This report shows detailed transaction information for a specific pole location. The user enters the zone, area, subarea, pole and the date range.



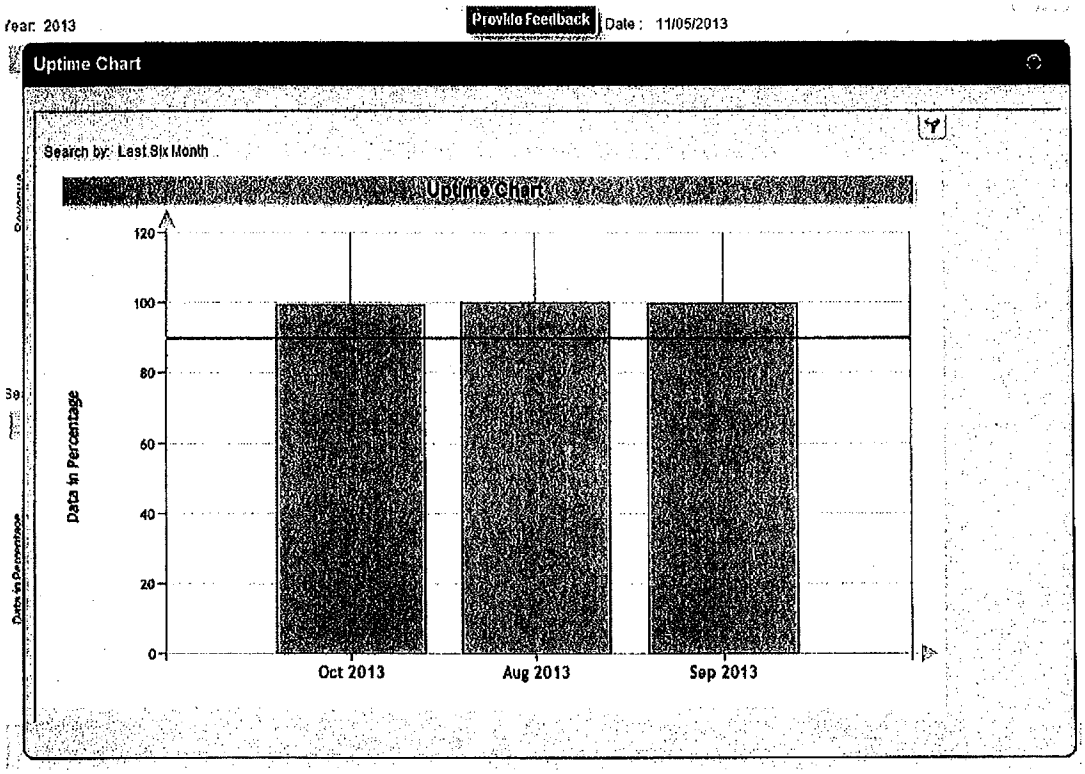
Date	Time	Transaction Type	Cash ($)	Card ($)	Card #	Total ($)	Time Purchased	Total Parking Time	Parking End Time	Details
01/06/2013	04:48:29 PM	Credit Card	0.00	4.00		4.00	01:20:00	01:20:00	18:08:29	
01/06/2013	11:47:46 AM	Coins	2.25	0.00		2.25	00:45:00	00:45:00	12:27:46	
01/01/2013	03:48:24 PM	Credit Card	0.00	4.00		4.00	01:20:00	01:20:00	17:08:24	
01/01/2013	01:57:01 PM	Coins	1.00	0.00		1.00	00:30:00	00:30:00	14:27:01	
01/01/2013	01:23:43 PM	Coins	0.55	0.00		0.55	00:11:00	00:20:12	13:43:55	
01/01/2013	01:22:58 PM	Coins	0.50	0.00		0.50	00:10:00	00:10:00	13:32:58	
01/01/2013	11:25:29 AM	Dbgn. Card	0.00	0.00		0.00	00:00:00	00:00:00	11:25:29	
01/01/2013	08:29:13 AM	Coins	0.25	0.00		0.25	00:35:18	00:35:18	08:05:41	
01/06/2013	04:26:38 PM	Coins	0.55	0.00		0.55	00:11:00	01:47:29	18:18:05	
01/06/2013	03:04:53 PM	Credit Card	0.00	7.50		7.50	00:30:00	03:00:13	16:05:05	
Page Total			$ 5.00	$ 15.50		$ 21.50				
Grand Total			$ 294.75	$ 677.00		$ 971.75				

Adjudication reports



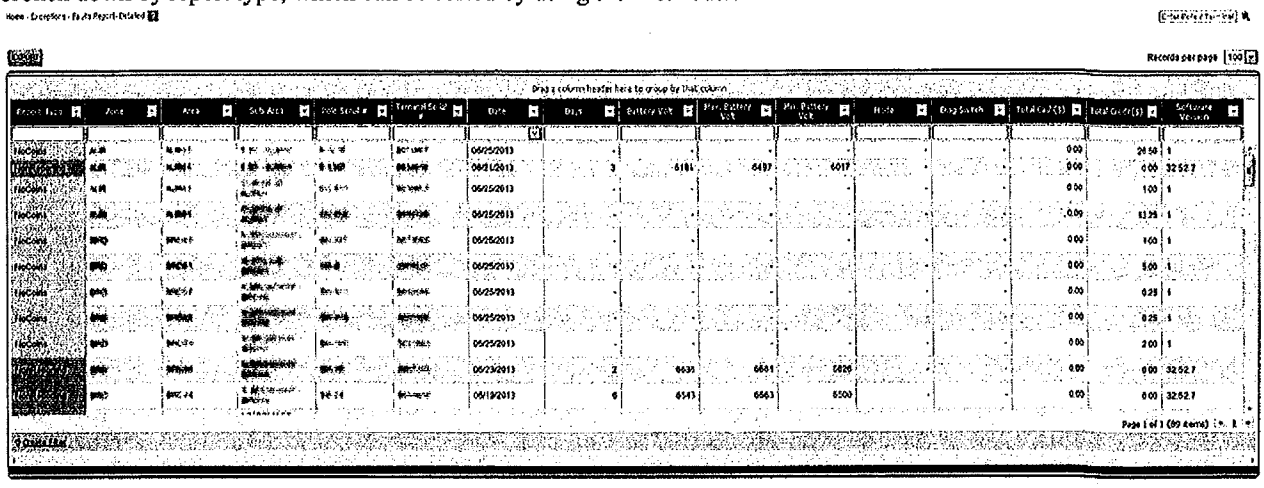
Meter uptime report

Meter uptime can be displayed in both reports and via the dashboard, as seen below.



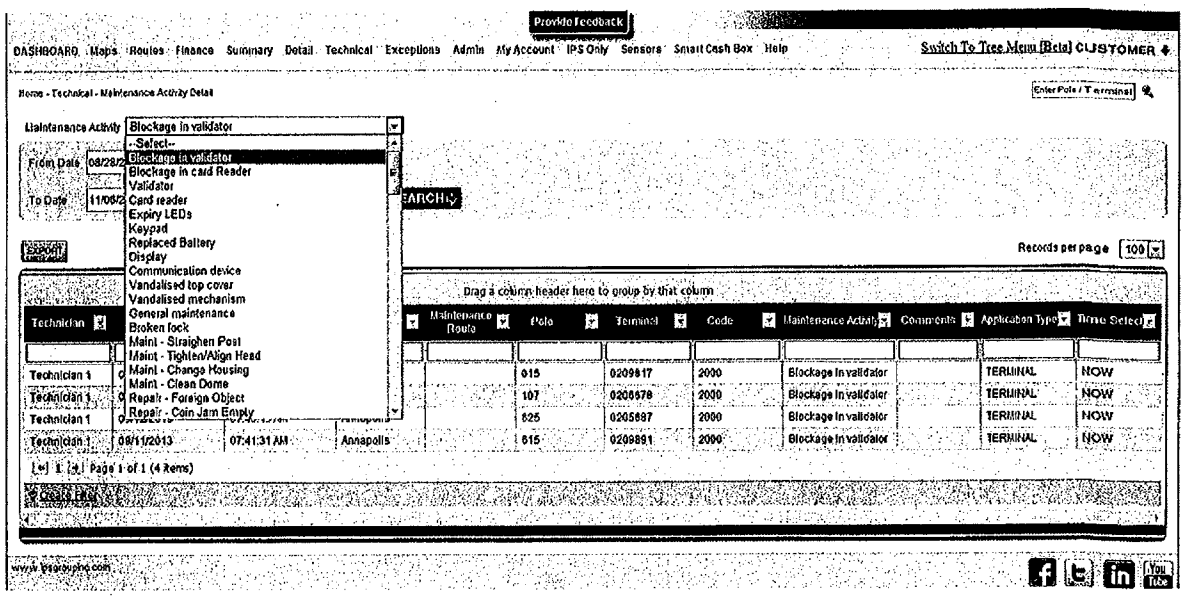
Exception reports for meters not performing as required.

Faults Report-Detailed
The faults report-detailed represents a detailed explanation of the faults occurring with the City's meters. This is broken down by report type, which can be sorted by using the filter button.



Maintenance reports

Maintenance logging can also be done using the IPS Meter Maintenance Application, which will log events in the maintenance activity reports.



9. Additional Desired Features

a. Meter shall allow for the use of additional cards to be used with the same hybrid credit card / contact smart card reader for the purposes of accessing meter diagnostics, cash collection, and allow for time to be added to the meter during a maintenance event without affecting the revenue audit. The use of these cards must be logged and can be presented as one of the report options in the web-based management system. Other methods that meet the requirements of this section and subsections but use something other than cards will be accepted.

IPS complies. There are three access cards issued by IPS: Diagnostic Card, Maintenance Card, and Coin Collection card. The cards have a unique number so as to be able to track the user and also block the card from being used if it has been lost or stolen. The cards act like regular credit cards, having a 16 digit number, expiration date, and card holder name.

(1) Diagnostics Card: with the use of a diagnostics card, and without opening the meter housing, the meter must provide specific information relating to the current meter operating status. Features shall include the ability to:
(a) View the current assigned meter configuration and software version
(b) View the battery level (for rechargeable and non-rechargeable) and solar panel charge level
(c) Test the operating condition of the card reader
(d) Test the operating condition of the coin validator
(e) Test the integrated wireless communications
(f) Allow for the meter to be turned off

This card is used to access the meter's Diagnostic Mode. It is convenient to use this card when the meter is inside the housing so that removal of the dome is not necessary. IPS recommends using the Diagnostic Card to access Diagnostic Mode so that the maintenance activity is linked to a specific user, something that can't be accomplished if Diagnostic Mode is entered by pressing the diagnostic button below the keypad.

(2) Coin Collection Card: with the use of a coin collection card, and without opening the meter housing, the meter must allow for the user to clear the coin box counter at the time of cash collection. The effect of this card is to provide a cash audit feature that is available in the web-based management system that will allow visibility of the time, card used, cash value collected, and a detailed summary of the coin types collected.

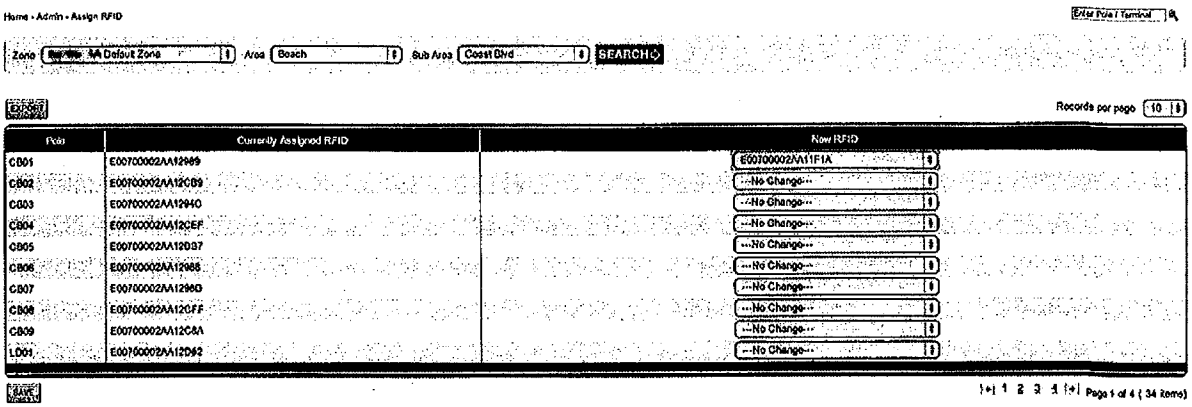
When collecting coins from the meter, IPS recommends using the Coin Collection card in order to provide accurate reporting of the money collected and the current value of the cashbox. Upon inserting the card into the meter during coin collection, the screen will display a confirmation message that the collection has been completed. When the card is used, the coin totals and value are reset to zero, and the collected coin information is transmitted to the management system.

(3) Meter Maintenance Card: with the use of a meter maintenance card, and without opening the meter housing, the meter maintenance card must allow the maintenance staff to put time on the meter to compensate a motorist in the event of meter maintenance activity. The time put onto the meter will not affect the revenue audit, but can be logged and displayed in the web-based management system.

The maintenance card is used to add time to the meter. This is a faster way to give motorists credit than feeding coins through the meter and also allows for greater accountability, as the transactions are logged in the management system. The card is used in a similar fashion as a standard credit card.

b. The meter mechanism shall have the capability to communicate with an Radio Frequency Identification (RFID) tag or data key mounted inside of the meter housing such that the meter will automatically know where it is located and be able to download its pole specific location configuration (rates, display information, max stay period, etc.) from the host server based upon information stored on the RFID tag or data key. Other methods to accomplish the intent of this section will be accepted if they perform the same function in substantially the same manner as noted above.

IPS complies. By placing an RFID tag inside the meter housing and associating the unique RFID serial number with the meter pole identification, IPS ensures that all meters are accounted for, inventory is 100% accurate, and meter configurations are automatically updated and correct if there is ever a need to swap meter mechanisms. This dramatically reduces the headache of inventory control and meter reprogramming. ***IPS is the only company that performs this feature automatically and wirelessly.*** The screenshot below shows how RFID numbers are assigned.



10. Meter Top Cover (Meter Dome)

The upper housing dome shall be made of adequate material such as ductile iron or Zinc die cast material, which provides exceptional weather protection and resistance to vandalism. It shall lock in place using same lock/key system in place today. A window will provide clear view of the digital display and must be made of polycarbonate, UV stabilized to resist yellowing and internally coated to prevent fogging. The outer surface of

the meter top cover is painted with an automotive grade material, which provides excellent resistance to weather and salt-water, fading from sunlight, and shall provide a tough, scratch-resistant and easily cleaned surface.

IPS complies. The IPS meter consists of two primary elements: A meter mechanism and a top cover. The primary construction material for both of these elements is a Zinc Alloy, which provides exceptional weather protection and prevention of graffiti and vandalism. The outer surface of the meter dome is painted with an automotive grade material, which again provides excellent resistance to graffiti, weather and fading from sunlight.

11. Integrated Vehicle Detection System

a. Vehicle Detection. The meter must be compatible with a vehicle detection system whereby the sensor is installed on the meter pole, integrated into the meter mechanism, or is wirelessly installed in the street with a core drill no larger than 4 inches. Additionally, the City prefers the vehicle detection system operates wirelessly and communicate through the wireless capability of the single-space meter mechanism. All data transfer must be in real-time.

IMPORTANT NOTE: IPS believes that purchasing a meter and sensor technology, that is pre-integrated, is of the utmost importance. Specifically, it creates not only efficiency in data reporting from a common data management system, but it also provides a single point of accountability to ensure that everything is working and performing as designed. With more than 10,000 sensors deployed, IPS knows from real world experience that these factors are vital to a successful project. Our references will attest to these facts.

Benefits of IPS Sensors

- Only PROVEN sensor technology currently deployed in the US.
- **Ability to reset the meter to zero** when a vehicle departs the parking space
- **Integration with third-party apps**
- Ability to prevent meter feeding, thereby generating turnover.
- Ability to offer courtesy time resulting in positive public acceptance of the meters.
- Access to real-time occupancy data.
- Installed under the ground, eliminating the need for additional infrastructure.

The IPS Sensor System is designed specifically to pair only with IPS meters in order to provide the most cost effective vehicle detection system available on the market today for on-street metered spaces. Please note, the IPS system is not designed to be used to monitor un-metered spaces. The IPS sensor communicates directly with IPS meters and data is transferred using the available cellular link inside each IPS meter. We believe this to be the preferred and most cost effective method vs. installing an additional wireless communications network that would be mounted on City utility, street light, and traffic signal poles, consume City electricity and be difficult for the City to maintain. In addition, we believe that it is imperative that the vehicle detection sensors communicate directly with the parking meter in order to allow meters and sensor systems to make local decisions vs. requiring local decisions to be made by a back-end management system. This is especially true if the City would like to allow a courtesy time capability, meter reset capability, anti-meter feeding or directed enforcement.

Finally, and very importantly, IPS uses magnetic based sensing, which is the most accurate and reliable technology available in the world. It is not prone to the negative effects of snow, rain, people standing between a meter and a parking space, or vandalism as on-pole sensors are. All of these environmental factors will negatively impact the performance of any ultra-sonic and other "line-of-sight" sensing technologies or "pole mounted" technologies.

Installation

The installation process of the IPS embedded sensor requires approximately 5-10 minutes per space. A 3 inch diameter by 2.5 inch depth core is drilled into the street space, the sensor is inserted into the hole, and a DOT grade epoxy is used to seal the sensor into the ground. The number of teams installing sensors can be scaled in order to meet the installation schedule required.

b. The vehicle sensor system must be able to easily be audited for accuracy by providing a visual indication of the presence or absence of a vehicle in each space on the display of each associated meter. The vehicle detection system shall have an accuracy of 90+%.

IPS complies. Each IPS sensor can be individually checked for accuracy by merely looking at the IPS meter display. When a space is occupied the meter display provides a visual indication that the sensor is correctly detecting the vehicle presence. This instantaneously allows IPS customers to check for accuracy. Visual data studies conducted by IPS in our customer locations indicate that IPS sensors are accurately detecting 99% of events under normal operating conditions. While no technology is perfect, IPS also monitors any complaints received by customers and compares this to the total number of vehicle detection (and/or reset events) on a monthly basis and has further confirmed this technology to be very accurate (again 99%). IPS is obligated by our customers to keep client data confidential. However, if selected, IPS can ask other clients to share this data directly with the City.

Dot will show on meter when a vehicle is present

We strongly encourage the City to conduct a trial of this sensor technology to personally validate the accuracy of the systems locally. IPS is prepared to provide such a trial to the City at no cost.

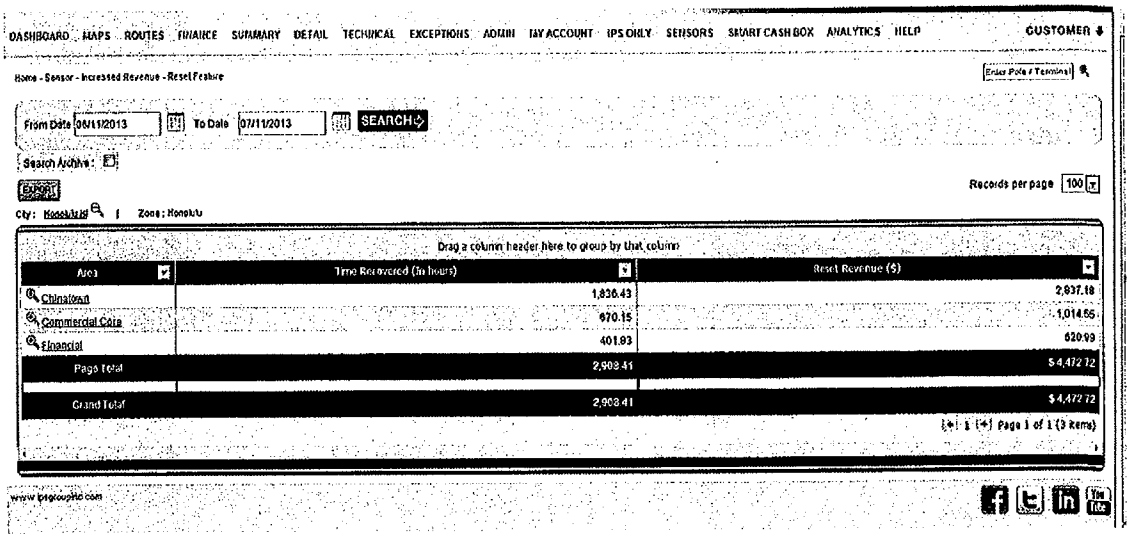
c. The vehicle sensor shall be designed to be resistant to vandalism and intentional damage. Specifically, the sensor shall be fully encapsulated to prevent damage to weather and other environmental factors.

IPS complies. IPS sensors are installed approximately 3 inches underground and therefore are highly resistant to vandalism, weather and other environmental factors.

d. The vehicle detection system must allow the City the option to reset a meter of any remaining time upon departure of a vehicle, add courtesy time to a meter upon arrival of a vehicle, provide notification of a parked vehicle that does not pay for parking, and provide notification of a parked vehicle that overstays the paid meter time.

Through the management system the City will be able to look at real-time occupancy in multiple formats, including via Google Maps. These tools will assist the City in directing enforcement to spaces in violation and can be directed to mobile devices. Sensors also allow the City to implement the meter reset capability if desired.

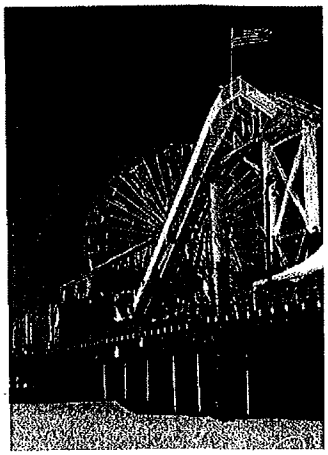
Increased Revenue Report – Reset Feature



Additionally, the system must provide web-based reports that are integrated in the meter management system. Such reports should include but not limited to the following:

(1) Occupancy, Paid, Unpaid, and in violation
(2) Duration of Parking Events
(3) Meter reset events
(4) Violation Reporting
(5) Maps of Parking Availability

Sensors report directly to the IPS meter, which communicates to the IPS Data Management System. Through the management system the City will be able to look at real-time occupancy in multiple formats, including via Google Maps. These tools will assist the City in directing enforcement to spaces in violation and can be directed to mobile devices. We believe our ability to reset the meters to zero function and our pre-existing integration with mobile guidance applications such as ParkMe will ultimately give Orlando the best solution to increase revenue, collect valuable data and enhance customer convenience. The IPS Data Management System offers the City ultimate flexibility for reports and filtering. Dashboards for meters and sensors allow the City to view, in real-time, parking operations at a glance. These, combined with Maps applications will show the status of each parking space, as seen in the following reports.

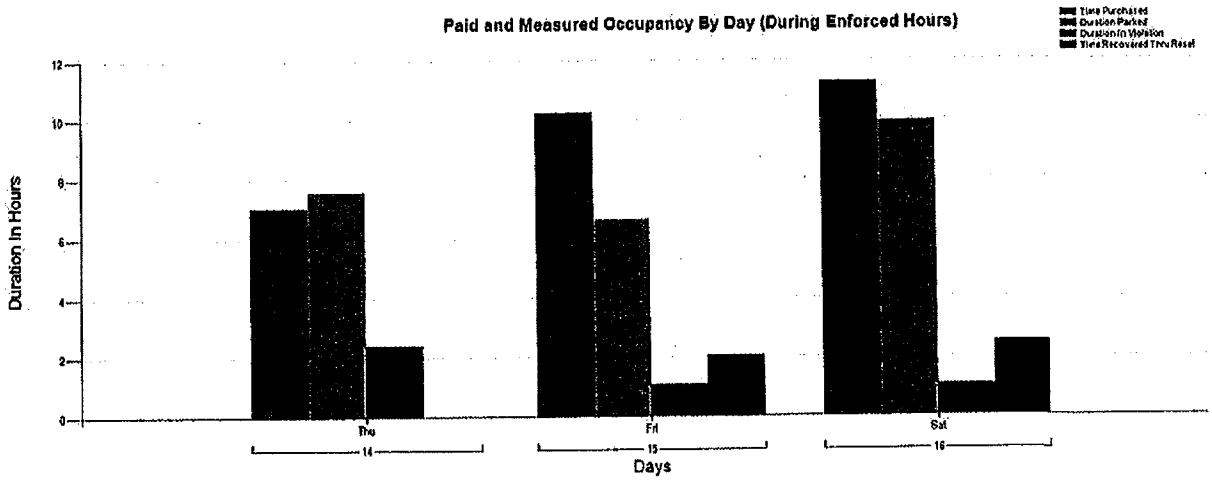


The City of Santa Monica has shown a 10% revenue increase from the meter reset capability alone.

Sample Reports

Below you will find an example of a few reporting features available in the Data Management System. Additional reporting, graphs, and charts are available and customizable according to the City's needs.

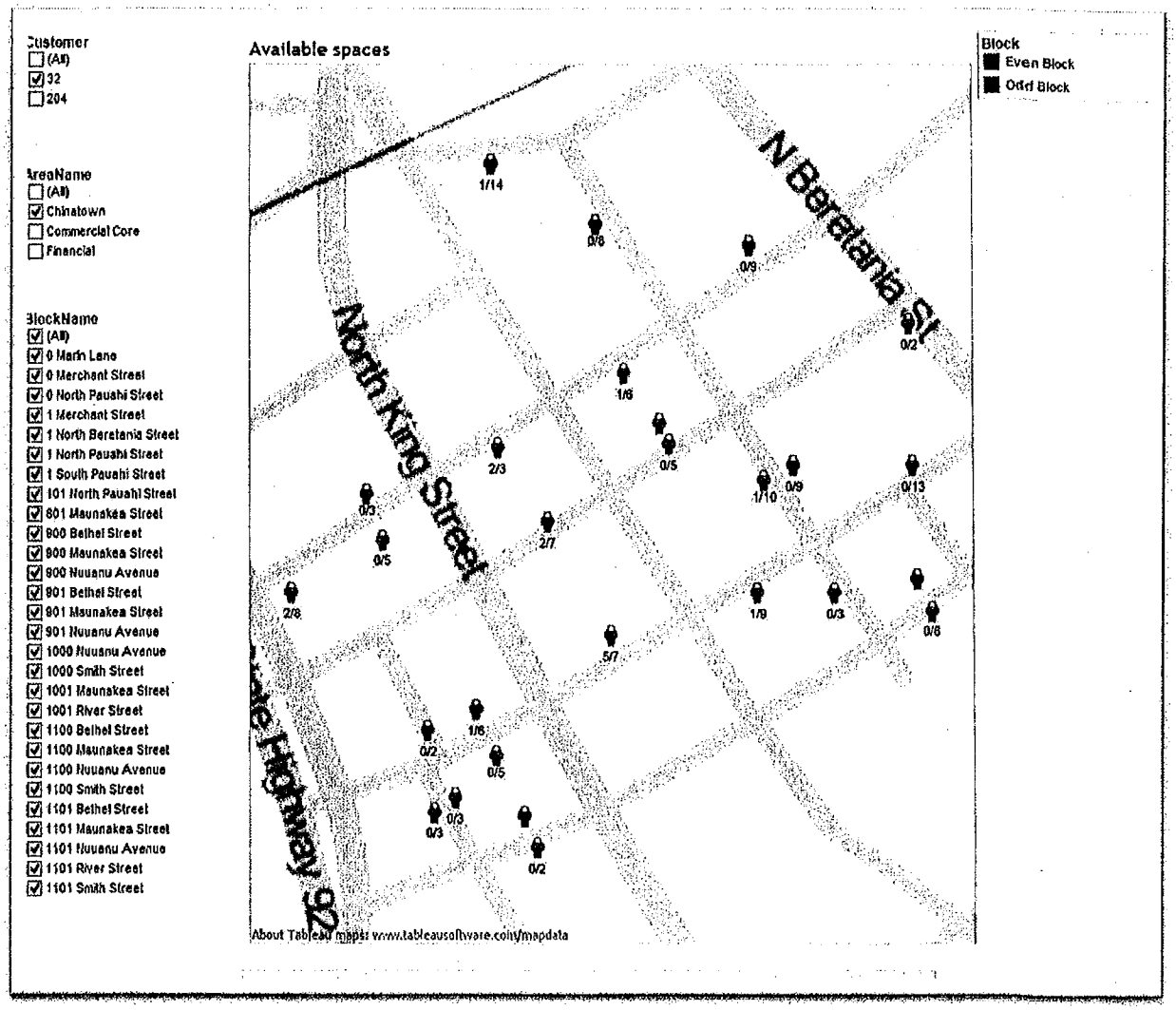
Occupancy Report
(For example only)



The IPS Visual Analytics Tool provides a rich interface and detailed reports for customers to customize view and analyze data in a few clicks.

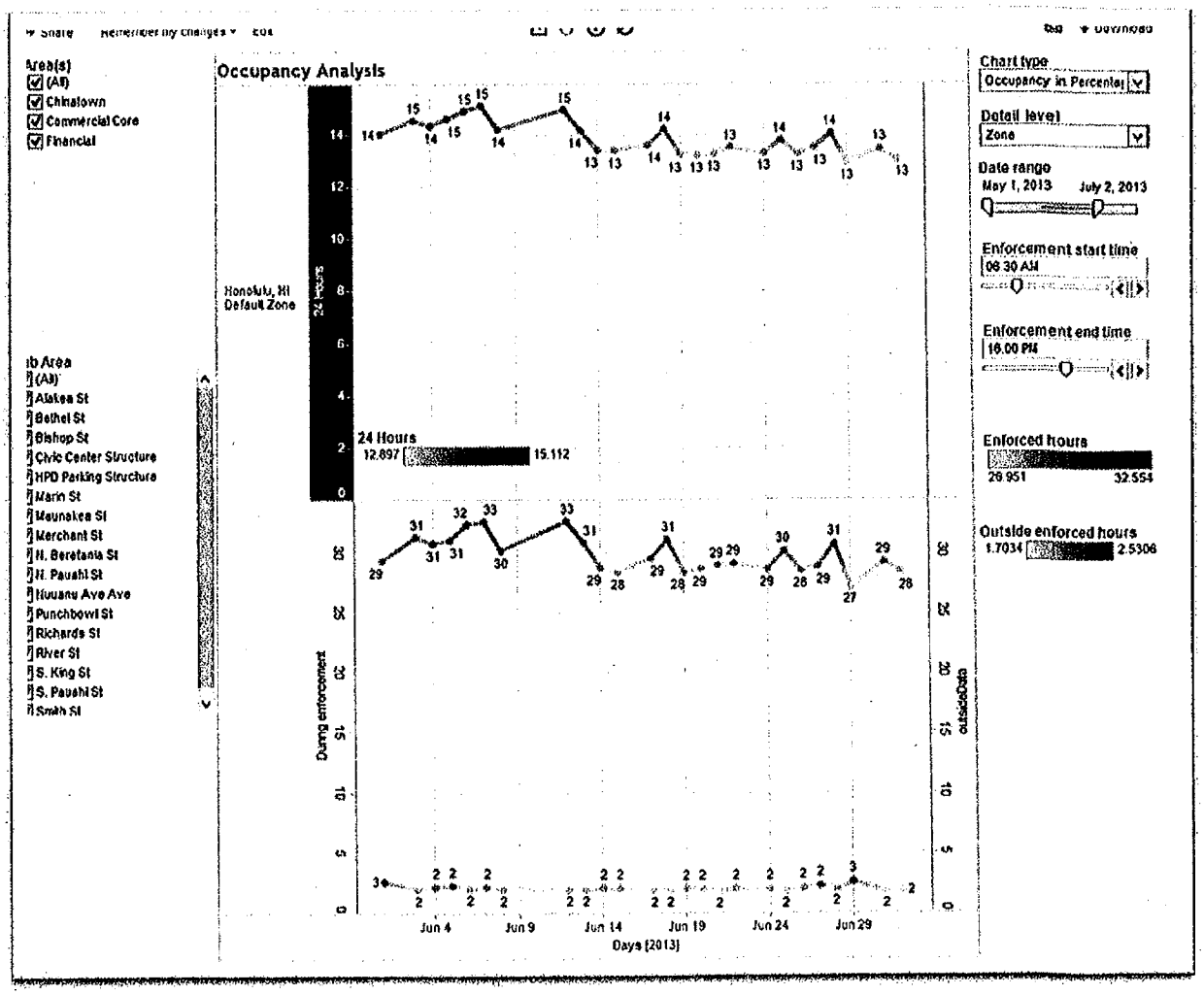
Live guidance application

This application can be leveraged for drivers to navigate to available spaces for parking.



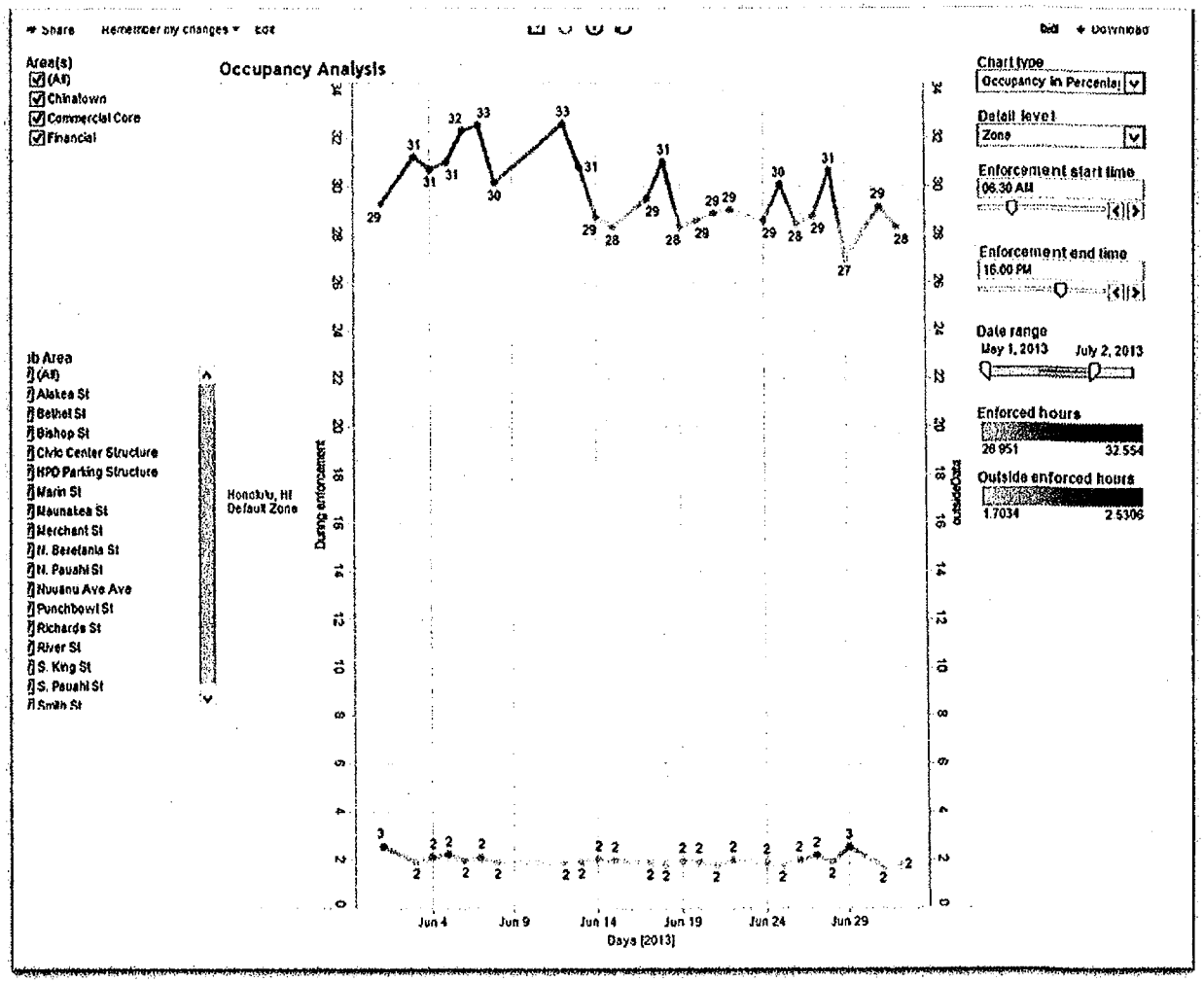
Occupancy analysis

This tool will allow the City to analyze occupancy information with visual analytics and help to track trends for enforced hours (or block of hours). In addition to occupancy, analytics enables the user to analyze based on revenue or revenue per pole (normalized data).



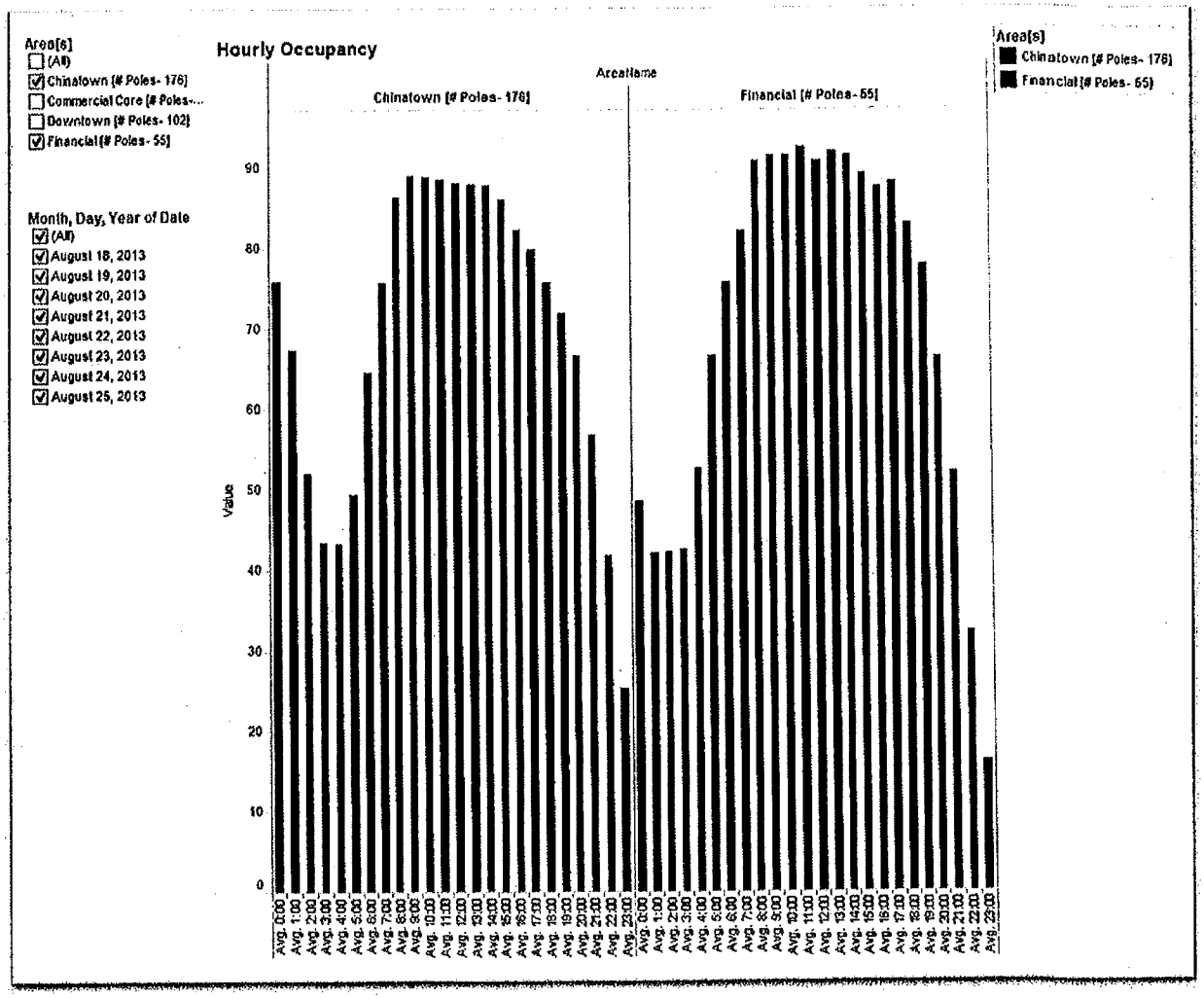
Occupancy pattern comparisons

This tool will allow the City of Orlando to compare two or more zones/areas/sub areas/ poles occupancy or revenue trends.



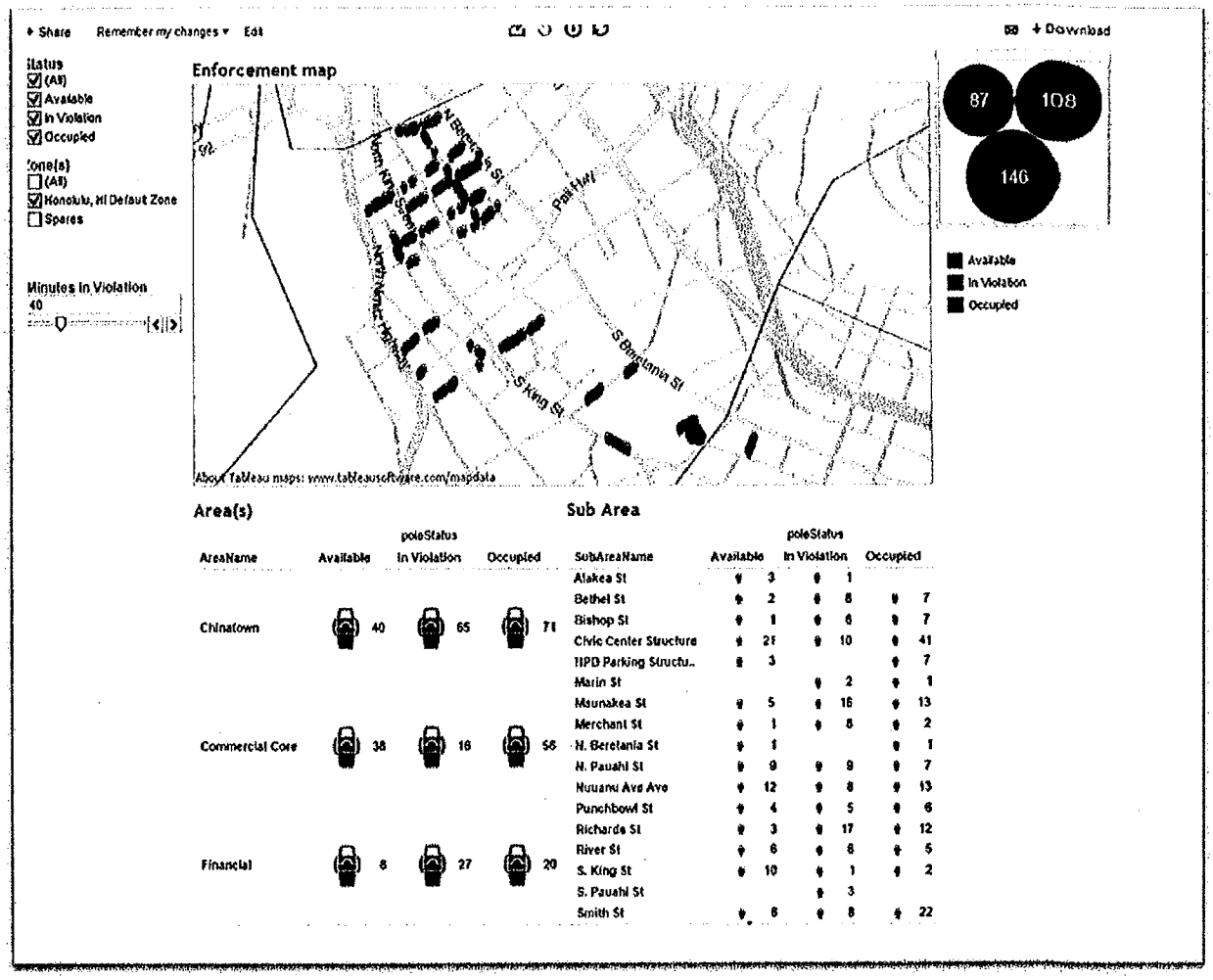
Hourly occupancy trend

This tool enables the City to analyze occupancy trends based on hourly data and to compare trends between two areas.



Live enforcement application

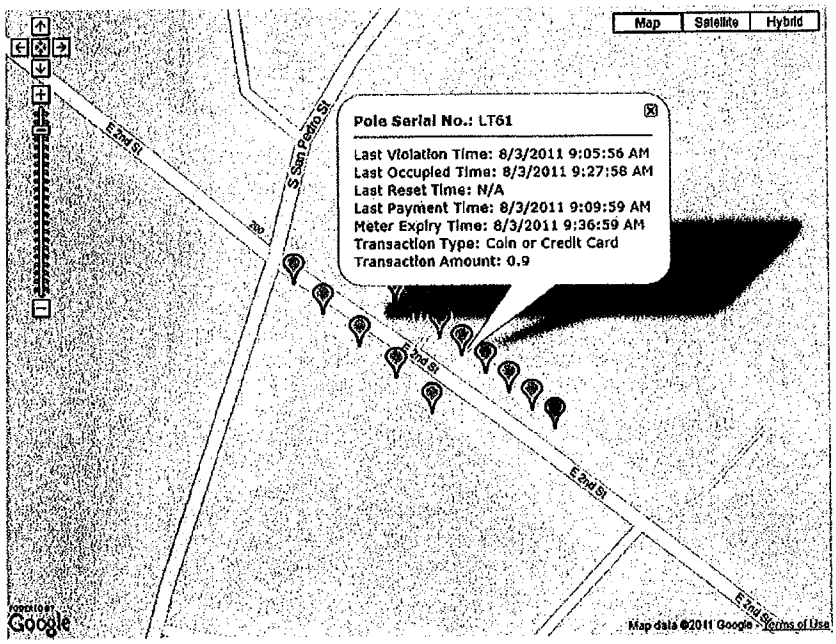
This web application allows enforcement officers to visually monitor pole status based on sensor data and helps to direct officers to high in-violation areas. It also provides status breakup for area level or sub area level.



AreaName	poleStatus Available	In Violation	Occupied
Chinatown	40	65	71
Commercial Core	38	18	56
Financial	8	27	20

SubAreaName	poleStatus Available	In Violation	Occupied
Alakea St	3	1	
Bethel St	2	8	7
Bishop St	1	6	7
Civic Center Structure	21	10	41
HPD Parking Structu..	3		7
Marin St		2	1
Maunakea St	5	16	13
Merchant St	1	8	2
N. Beretania St	1		1
N. Pauahi St	9	9	7
Nuuanu Ave Ave	12	8	13
Punchbowl St	4	5	6
Richards St	3	17	12
River St	6	8	5
S. King St	10	1	2
S. Pauahi St		3	
Smith St	8	8	22

Occupancy Report via *Google Maps*
(For example only)



Available Spaces
Spaces in violation
Non Reporting Spaces
Occupied spaces

Last Updated: 08/03/2011 12:42:16 PM Pacific Time

Terminal Event Report
(For example only)

Main Menu |Terminal Event Report

Terminal Event Report

This page is for Termial Event Report by Group

Event Group: Sensor Enter Terminal Serial No: 0029682 Refresh

Pole #: LD01

From Date: 6/14/2010 From Time: 00:00:00

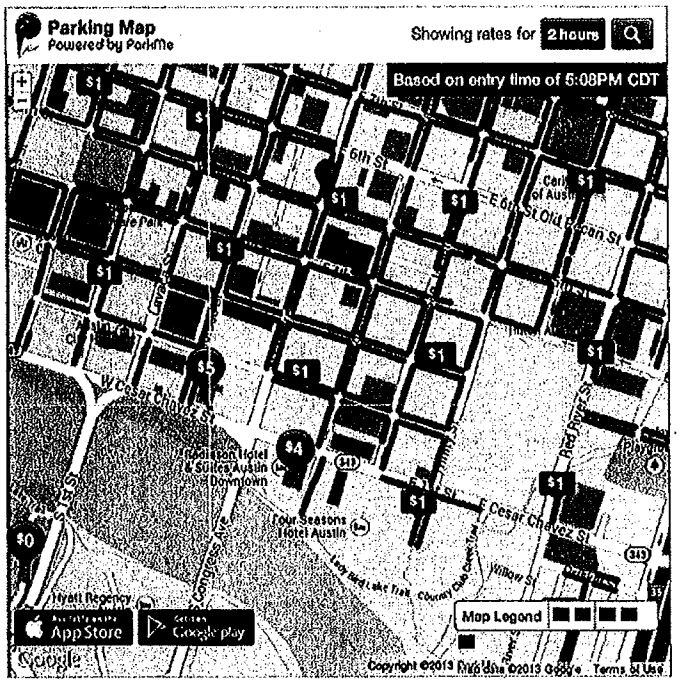
To Date: 6/14/2010 To Time: 23:59:59 Refresh

From Time	To Time	Event	Duration
6/13/2010 11:38:14 PM	6/14/2010 12:08:14 AM	Sensor: Space Occupied	0:30
6/14/2010 12:08:13 AM	6/14/2010 12:10:13 AM	Sensor: Space Vacant	0:02
6/14/2010 12:10:08 AM	6/14/2010 12:12:08 AM	Sensor: Space Occupied	0:02
6/14/2010 12:11:53 AM	6/14/2010 12:42:53 AM	Sensor: Space Vacant	0:31
6/14/2010 12:43:31 AM	6/14/2010 12:51:31 AM	Sensor: Space Occupied	0:08
6/14/2010 12:51:24 AM	6/14/2010 5:33:24 AM	Sensor: Space Vacant	4:42
6/14/2010 5:33:01 AM	6/14/2010 5:35:01 AM	Sensor: Space Occupied	0:02
6/14/2010 5:35:34 AM	6/14/2010 6:13:34 AM	Sensor: Space Vacant	0:38
6/14/2010 6:13:32 AM	6/14/2010 6:20:32 AM	Sensor: Space Occupied	0:07

PARKME MOBILE GUIDANCE APPLICATION

IPS Group will partner with ParkMe to offer the City of Orlando an intuitive customer interfacing application, which has been tested and proven effective in numerous cities. The ParkMe mobile phone application will alert the driver to the location of available parking spaces and displays the various costs of parking areas on the map. Drivers will be able to find spaces in real-time and space availability will be the most accurate in the market today. The images below show the mobile application for ParkMe. This app provides users with detailed information regarding rates, hours, spaces available, and the maximum stay.

Please see Chapter 7 for related pricing.



Powered by ParkMe

CURRENT IPS/PARKME PARTNER PROGRAMS:

City of Santa Monica, CA: ParkMe utilizes real-time on-street and off-street data provided by IPS meters and sensors, combining both private and municipal lots in the parking guidance application.

City of Walnut Creek, CA: IPS and ParkMe were recently awarded a contract in Walnut Creek to provide real-time on-street parking and enforcement applications.

City of Los Angeles, CA: IPS and ParkMe are offering a real-time on-street parking application for downtown LA and are participants in the LA Express Park project.

City of Austin, TX: ParkMe uses real-time on-street application which combines IPS single space data with Parkeon multispace data to offer the City of Austin a seamless experience for motorists.

City of San Francisco, CA: Real-time on-street and off-street courtesy of SF*park*.

e. Sensors proposed to be implemented in City streets shall be no greater than 4 inches in diameter. Note: the pavement of many streets in the sensor required areas are of a brick surface.

A 3 inch diameter by 2.5 inch depth core is drilled into the street space, the sensor is inserted into the hole, and a DOT grade epoxy is used to seal the sensor into the ground. Special care will be given to minimize any damage to the brick surfaces.

12. Warranty and Support

a. The warranty shall be comprehensive and cover any defects in materials or workmanship, and shall include all associated parts of the mechanism, including but not limited to, credit card reader, coin chute, batteries, solar panels, and include the vehicle detection system sensors.

IPS complies. The abovementioned components are included in the IPS Limited Warranty under normal operating conditions. Please see below for details of the warranty. Additionally, see spare parts pricing for items outside of the 12-month warranty period.

Spare Parts List

IPS recommends the City of Orlando review the spare parts list given below and work with the City's designated customer support manager to establish a spare parts inventory. With the IPS 12 month warranty, the City will return any meters or parts with faults during the warranty period and should have a supply to draw from when these items are sent to IPS.

M5 Replacement Components	Unit List Price	Est. Delivery (in weeks)	Est. Life (in years)
Spare Meters with 12 month warranty	$495.00	In stock	7-10
Card Entry Die Casting	$19.00	in stock	7-10
Hybrid Card Reader	$49.00	in stock	7-10
Coin Validator	$69.00	in stock	5-7
Complete Top Cover	$69.00	in stock	7-10
Lexan (with anti-fog) for Top Cover	$15.00	in stock	5-7
Coin Entry Slot	$2.00	in stock	7-10
Keypad	$25.00	in stock	7-10
Validator Connector Board	$15.00	in stock	7-10
Battery Pack 795-600-H2	$20.00	in stock	1-5
Validator Connection Cable	$5.00	in stock	7-10
Expiry Indicator with LEDs	$15.00	in stock	5-7
Solar Panel Only	$25.00	in stock	5-7
Solar Panel / Comms Board	$165.00	in stock	7-10
Main Board	$185.00	in stock	7-10
Display Board with NFC	$139.00	in stock	7-10
Display Board without NFC	$89.00	in stock	7-10
RFID Tag	$10.00	in stock	7-10

Note: All prices above are FOB San Diego, CA

The Proposer shall describe how defective meter mechanism shall be returned/exchanged during the warranty period. This includes defective sensors with removal and re-installation cost. The warranty shall be a minimum of (12) months. Copies of the standard warranty, as well as any additions or exceptions shall be included with the proposal.

IPS will provide a limited warranty for any new meter or sensor product manufactured and supplied by IPS for 12 months against defects in materials and workmanship from the point of installation or 15 months from the date of

delivery, whichever is sooner, and 90 days from the date of delivery received in the case of spare or repaired products. IPS does not cover defects caused by improper care or use, lack of preventative maintenance, and does not warranty any defects due to vandalism or other factors contained as a part of the Force Majeure clause below.

Additional Warranty Provisions:

- IPS must have the opportunity to assist in the initial deployment and system installation
- Repair or replacement under warranty of any defective product (including any meter or subcomponent) does not extend the warranty period for that product or subcomponent
- IPS will either repair or replace products or subcomponents, at our discretion, that are found to be defective within the defined warranty period
- Returns for credit will only apply once IPS has received defective product (including any meter or subcomponent) and confirmed that defects were within the warranty period and are covered under the terms and conditions of the warranty provided.

Exclusions:

- Warranty voided with use of imitation or non-genuine IPS replacement parts, un-authorized alterations, abuse, vandalism, improper handling or general misuse to the equipment (hardware or software), including attempted repairs that result in damage.
- Force Majeure: IPS shall not be liable for any warranty provisions where such product failure is as a result of Acts of Nature (including fire, flood, earthquake, storm, hurricane or other natural disaster), war, invasion, act of foreign enemies, hostilities (whether war is declared or not), civil war, rebellion, revolution, insurrection, military or usurped power or confiscation, terrorist activities, nationalization, government sanction, blockage, embargo, labor dispute, strike, lockout or interruption or failure of electricity [or cellular telecommunication failures caused by any of the events or causes described above).

Preventative Maintenance (Meters):

- Preventative maintenance will be similar to current single-space parking meters. However, the primary elements will be a working battery, card reader and coin validator.
- Meters surfaces should be kept clean with mild soap and water.
- The card reader heads should be cleaned with a cleaning card every 1-2 months to ensure optimum performance. Cleaning cards may be purchased from IPS.

b. Proposer shall provide Technical support and training from the manufacturer or through an authorized representative during the warranty period at no additional cost to the City. Training to include maintenance of the meters, and how to utilize associated back office management software. Initial training and setup will require a representative be present at the City to assist with getting the meters on-line and training staff on the use of the software. The Proposer shall submit a recommended training schedule for four (4) meter shop personnel and ten (10) software users.

IPS will provide as much training (both on-site and web-based) as required by the City, including additional sessions, specialized sessions customized to the needs of the City, both before, during and after meter deployment. Additionally, IPS can provide multiple trainers to conduct even more sessions if necessary. Most IPS training sessions are a combination of onsite classroom and hands on use of meters and management system, including manuals for reference material. As new features are deployed, additional training sessions can be established at mutually agreeable times to provide updates and refresher training. Below represents what IPS believes to be the primary training subject areas, but can be further customized to meet City needs.

Training Subject: Data Management System Usage	
Element	**Description**
Subject Matter	Provide thorough review of all financial, technical, administrative reporting capabilities, specific to each functional user group, in addition to more advanced training for system administrators who will use multiple reporting areas, as well as meter configurations.
Primary Audience	Operations Supervisors/Managers, Adjudication Staff, Project Mangers, System Administrators
Training Hours per Student	1-2 hours per session
Students Eligible to Train	5-10 per session, no limit to number of total students
Proposed Schedule	One week or more prior to installation and one week after installation
Location of Training	Onsite – Orlando, FL
Training Provided By	Local Field Service Technician

Training Subject: Meter Maintenance	
Element	**Description**
Subject Matter	To introduce maintenance and operational staff with basic meter use and operating features, including primary construction & disassembly, meter installation & removal, coin and card transactions, primary diagnostics tools, standard operating parameters, first line troubleshooting, and basic repair. Session also includes FAQs and Q&A session.
Primary Audience	All maintenance and operations staff
Training Hours per Student	1-2 hours per session
Students Eligible to Train	5-10 per session, no limit to number of total students
Proposed Schedule	Prior to and during installation
Location of Training	City meter shop
Training Provided By	IPS Group Project Manager/Local Field Service Technician

Training Subject: Finance / Accounting / Audit / Adjudication	
Element	**Description**
Subject Matter	To provide overview of IPS meter management system reporting capabilities covering all financial reports, credit card settlement, coin reconciliation and transaction details.
Primary Audience	Operations Supervisors/Managers, Administration, Data Analysts, Finance & Accounting Managers
Training Hours per Student	1-2 hours per session
Students Eligible to Train	8-10 per session, no limit to number of total students
Proposed Schedule	One week prior to installation and one week after installation
Location of Training	Onsite – Orlando, FL
Training Provided By	IPS Group Project Manager and Local Field Service Technician

Training Subject: Enforcement	
Element	**Description**
Subject Matter	Demonstrate how IPS meters are operated by a user as well as how to perform visual enforcement. Training will also demonstrate meter flexibility and configuration options that can be used to make enforcement as easy as possible.
Primary Audience	Enforcement Staff / Supervisors, Adjudication Staff
Training Hours per Student	1-2 hours per session
Students Eligible to Train	8-10 per session, no limit to number of total students
Proposed Schedule	Post-installation
Location of Training	Enforcement staff offices or location TBD
Training Provided By	Local Field Service Technician

Additional technical support may be provided by telephone, email or other means and will not necessarily require the presence of a representative at the City. Proposals should include an explanation of how technical support will be provided and whether it is 24/7.

IPS clearly understands the importance of ongoing project support and we encourage the City to speak with our references in this regard. We also understand that ongoing support is a critical element of any successful project and the basis of a long term partnership. IPS is uniquely positioned to provide support services that will translate into the most responsive and comprehensive service offering available to the City of Orlando.

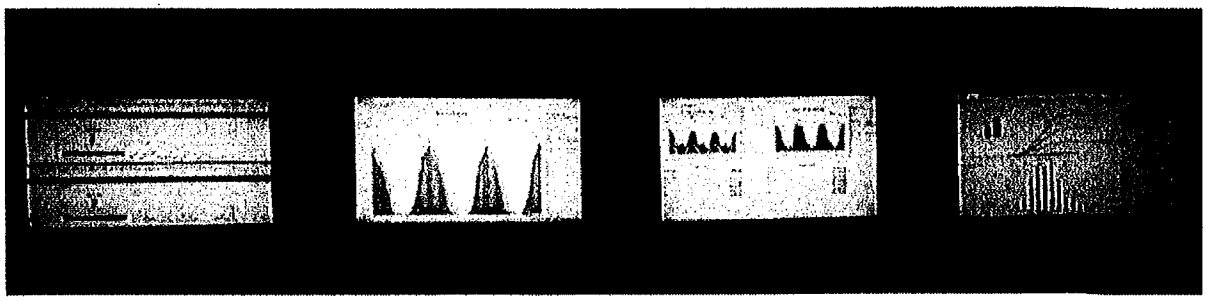
Help Desk & Ongoing Support: IPS will be providing telephone based help desk services during standard business hours from 8am – 5pm EST. IPS offers a toll-free telephone option (877-630-6638). Additionally, IPS provides after hour's service in the case of emergency, weekends, after hours and holidays which is 24/7 and 365 days a year. This answering service will notify IPS staff in the event of an emergency situation. Additionally, IPS will also provide contact information to all IPS senior staff should such an emergency arise.

Online Help & Manuals: IPS provides online help tools, such as access to all product manuals, frequently asked questions, as well as the ability to submit help tickets, and track the status of such tickets. IPS also offers the online ability to monitor and track RMA status. IPS is also in the process of deploying a video based training and help video library that can be accessed anytime, 24/7. If the City should have any specific input on the types of additional videos that would need to be included, IPS can provide those at no additional cost.

On-Site Support: IPS will support the City with on-site project management and technical support during the implementation phase of the contract and can be further extended at the request of the City.

Spare Parts and Warranty Repair Services: IPS provides all spare parts services and inventory based in San Diego, CA. While we recommend that the City maintains an on-site inventory of spare parts (such as coin validators and battery packs), our San Diego based facility ensures that spare parts are immediately available for the City at any time. The warranty repair process is very straight forward and the progress of these repair services, including services performed, is available within our management system software.

Manufacturing Support: As both the designer and manufacturer, IPS is prepared to designate needed technical resources, with Alex Schwarz, Chief Technical Officer, being the senior technical leader to direct technical resources to meet any request of the City. This includes a team of hardware/software engineers, database administration, web and data integration engineers. Ongoing support includes system and data security management, and backup/restoring systems in the case of a critical failure.



IPS monitors the entire network, 24/7/365. Potential issues will trigger an alert which is sent to the engineering team.

c. Proposer shall guarantee delivery, installation of all meters, and fully operational back-office system within (60) days of contract award, and within 90 days for sensor installation.

IPS will comply.

d. Proposer shall immediately supply an accurate installation / implementation timeline based on the signing of a fully executed contract. This is necessary for the City to convey to the public when changes are being made to City services.

Project Implementation

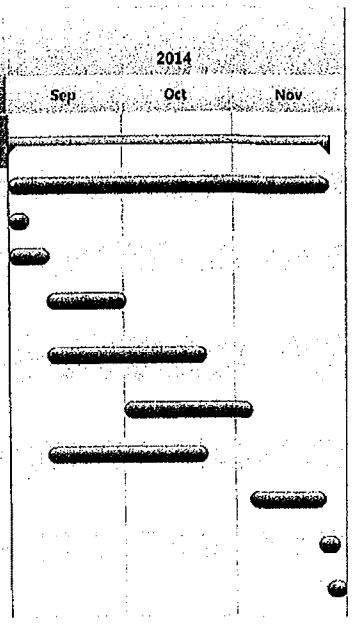
Due to the simplicity of the IPS single-space system, no additional marketing, signage or public campaigns are required to explain the concept. This being said, any changes made to the City services need to be conveyed in a clear and timely manner through multimedia channels, which is why public outreach begins immediately between IPS and the City.

Implementation Plan

IPS will designate a Project Manager to be the single point of contact throughout the installation for the purpose of providing single-space meters to the City as part of the contract. This includes a regular meeting schedule to set expectations, ensure proper ongoing communication, timeliness of meeting the implementation requirements, and ongoing support of all customer requirements. In support is a team of very experienced technical and customer support personnel to assist with training, installation, on-site support and ongoing support.

Below is an anticipated schedule of events based on the signing of a contract or approval to proceed from the City. The Target timeline listed below is relative to the Notice to Proceed ("NTP") that the City will give to IPS upon receipt of a fully executed contract. Many of these activities are happening in parallel. Below is an installation/implementation timeline based on a Notice to Proceed date of September 1, 2014 and a completion date of November 26, 2014. IPS will work with the City to meet their desired installation dates.

	Task	Assigned To	Start	End	Dur.
	Meter and Sensor Implementation Plan		9/1/14	11/26/14	60
1	Public Outreach		9/1/14	11/26/14	60
2	Notice to Proceed	Orlando/IPS	9/1/14	9/2/14	1
3	Define Meter Installation Points	Orlando/IPS	9/1/14	9/11/14	8
4	Complete Meter Configuration Data Sheets	Orlando/IPS	9/11/14	10/1/14	15
5	Complete Credit Card Processing Information	Orlando/IPS	9/11/14	10/23/14	30
6	Meter Programming Configurations Approved	Orlando	10/1/14	11/5/14	25
7	Meter Location Site Preparations	Orlando/IPS	9/11/14	10/23/14	30
8	Meter Delivery, Installation and Testing	Orlando/IPS	11/5/14	11/25/14	14
9	Training of City Personnel	IPS	11/24/14	11/25/14	2
10	Meters Introduced to the Orlando Public	Orlando/IPS	11/26/14	11/26/14	1



Preparation

- City will provide all required pole numbering, required credit card processing details, meter operating configurations to ensure that the implementation runs as smoothly as possible.

Delivery of Product

- IPS guarantees delivery, installation of all meters and fully operational back-end system no later than 60 days from contract award or less of contract agreement. IPS is prepared to work with the City to meet deadlines associated with the kickoff project date.
- City will provide shipping address and location such that meters or any other materials can be delivered and securely stored prior to installation. This should mean that meters in boxes should be stored indoors or at least have covering from rain or other weather.
- City will provide the means to receive and unload freight or shipped boxes from freight carrier or forwarder. If this is not possible, the City will notify Contractor so that alternate arrangements can be made.

Product Installation

- With all projects, IPS supervises and participates in the installation of IPS products. IPS will coordinate with the City to organize IPS Staff and City employees (those involved in ongoing maintenance and operations of the single-space meters) for the install.
- IPS will ensure that meters are installed correctly, functioning properly, and are approved by the appropriate City personnel.
- Installation will take place during business hours or as requested by the City.

Ongoing Customer Support

- The City of Orlando designated project manager, Graham Middleborn will be the single-point-of-contact support contact for the City.
- A regional product support technician will also be assigned to the City, who will work closely throughout the partnership with the City's meter technicians and administrators who work with the Data Management System. They will provide customer support to the City during the hours of 8:00am to 5:00pm EST.
- The public-private partnership between the City and IPS will continually be fostered by IPS Group's team of financial, sales and marketing, and administrative experts who will ensure the City is attaining all of their goals throughout the contract.
- Additional services and products that are continually being developed by the IPS research and development team will be introduced to the City as they become available.
- IPS has a 24/7/365 answering service that will allow the City to contact an IPS support representative at any time in an emergency at (1-877-630-6638).

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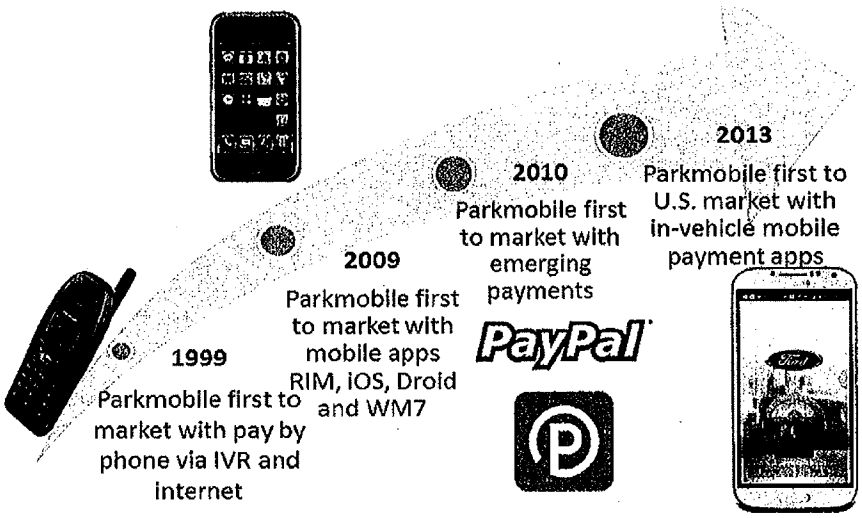
EXECUTIVE SUMMARY

Parkmobile leads the industry in innovation from being the first mobile payment provider to offer apps in the US to providing partners like Washington, DC and Los Angeles with progressive event and demand based pricing functionality near sporting venues such as Nationals Park and the Staples Center. ***Based on our cutting edge technology we offer the best approach to public and private sector mobile payment projects. Parkmobile has deployed our solutions in more than 600 locations and 37 states throughout the US over the past four (4) years, following ten (10) years of success in Europe.***



The Parkmobile solution not only delivers cutting edge technology combined with a superior user experience but also **proven benefits** as outlined below:

- **There is no capx required to implement Parkmobile** – Our mobile payment solution doesn't require any investments in equipment.

- **Parkmobile is already integrated with all major pay machines, equipment manufacturers, payment processors, and many enforcement solutions** - Parkmobile is willing and able to work with your enforcement software of choice. All the major manufacturers and providers chose to integrate with Parkmobile because of our reliability, proven robustness and global success.

- **Parkmobile's central parking right database. Smart solutions, today ready for tomorrow** - Parkmobile smart solutions are future proof. Parkmobile offers other cutting edge technology solutions such as a **centralized enforcement, data analysis and dynamic pricing**, electric vehicle charging, on – and off - street integration, and **guidance to real-time available parking**.

- **The most reliable and accountable mobile payment solution** - The Parkmobile solution is PCI DSS Level 1 certified, SSAE 16 (former SAS 70) and ADA compliant. Parkmobile is a hosted solution through a tier 1 world class partnership with Quality Tech. This redundant cloud hosting network

provides for a 99.9% service level uptime guarantee. No other provider delivers this level of service reliability.

- **The comfort of working with the global market leader** – Parkmobile's mobile payment solutions are used daily by millions of people around the world. Parkmobile is more than twice the size of the combined competition – in terms of members, transactions and processed parking revenue – and is continuously expanding its global footprint faster than any other provider.

- **Improved customer experience and service** - Parkmobile delivers a new level of customer experience by providing the most flexible and user friendly interface to pay by phone and mobile app parking. Customers will have the ability to start (and stop) their parking sessions through GPS, QR code and NFC enhanced native mobile apps, IVR (interactive voice recognition, speech or manual entry), internet, and landline.

  Our mobile app for the various operating system platforms (Apple, Android, Blackberry, & Windows) not only have over 1.8 million downloads but have also been nominated and won several awards:

2013 Top 40 Innovative Company in Georgia
TAG Technology Association of Georgia

Appy Awards 2013

TAG | SSA Southeastern Software Association

Moreover, Parkmobile won Frost & Sullivan's 2014 North American Mobile Payment Solutions Company of the Year Award

Finally, Parkmobile provides both a fully staffed call center as well as a customer support group to ensure quality and quick resolutions to any issues that may arise. Additionally, Parkmobile delivers an online solution that has integrated expense and financial reporting capabilities.

- **Experienced and Successful Management Team** - The Parkmobile management team comes from leading companies in the parking and payment industries with a proven track record of success in building sustainable and scalable businesses. Team members are holding several Board member positions in local, national and international parking associations.

- **A Company with Strong Financial Backing and Strategic Vision** - Parkmobile has a long-term strategic/investment partnership with BCD Holdings and Fontinalis Partners. BCD Holdings is a global leader in the travel industry with annual revenues in excess of $22.1B. Fontinalis Partners is a leading strategic transportation technology investment firm led by Bill Ford (Executive Chairman of Ford Motor Company).

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Parkmobile's Top 11 Mobile Payment Market Differentiators

Parkmobile Functionality	Market Differentiation
Active Integrations with all meter vendors and payment processors	Parkmobile's open architecture platform allows for easy integration with all meter vendors and payment processors. All the industry leaders for parking equipment have already chosen to integrate with Parkmobile because of our reliability, proven robustness and global success.
Native Applications	***Parkmobile is the only company in the marketplace with a mobile app for all four native systems; Blackberry; iPhone, Android, including being the only company with a Windows Mobile 7/8 app.*** Motorists can register via Internet (www.parkmobile.com) using any current browser version or call the toll free number and register via IVR. ***Over 90% of Parkmobile's customers have chosen to park using these native mobile apps.***
Locally Branded Applications	***Parkmobile can offer municipalities a branded smartphone application, on all native operating systems, with mobile payment service information specifically designed for each municipality.***
Customer Service and Call Center	Parkmobile provides a state of the art customer experience exemplified by a patron's ability to change credit card details in a PCI DSS Level 1 certified process. ***Parking data history can be exported, with several query options, to Excel or CSV and reused for multiple purposes. Parkmobile also offers customers the option to start or stop a parking transaction online. Parkmobile maintains a bilingual Call Center that operates 24/7/365 out of our Atlanta offices; we provide the most comprehensive customer care in the market.***
Marketing	Parkmobile averages nearly 60,000 new members per month and our social marketing following is larger than all of our competitors combined. ***Parkmobile apps currently have over 1.2 million downloads and we are the proud recipient of the 2014 Frost and Sullivan North American Mobile Payment Solutions Company of the Year Award.***
Emerging Payment Options for Unbanked Patrons	***Parkmobile is the only mobile payment provider with active integrations with PayPal and Citibank.*** Through these partnerships, patrons with existing PayPal accounts, or who set up 'Virtual Wallets' with Citi, can use our system without providing credit or debit card information. ***We have built our payment platform in such a manner as to accept the addition of future innovative payment methods that have and will continue to hit the mobile market in the coming years (i.e., Google's Wallet, MasterCard's globalVCard, the ISIS Wallet, Visa's V.me, etc.). By partnering with Parkmobile, these emerging payment solutions can be accepted by municipalities without the need for new equipment or redesign.***
PCI Level 1 Certified/ Compliant and SSAE No. 16 Certified	Parkmobile is PCI DSS Level 1 certified and compliant Service Provider and we undergo both PCI DSS Level 1 compliance and SSAE No. 16 Type II testing semi-annually. ***Our Level 1 certification allows us to provide municipal with the ability to shift the PCI compliance risk to Parkmobile. Parkmobile carries a $2m Cyber Technology Policy that would cover any 'Target type' credit card security breach.***
OWASP Top 10 Verification Process	***Parkmobile utilizes third-parties to test and evaluate our services on a monthly and quarterly basis. OWASP Top-10 Verification is an integral part of our compliance.*** A copy of our current PCI Attestation of Compliance and the most recent quarterly scan documents are available upon request.
Merchant of Record (MOR) Services	***As MOR we can aggregate all municipal parking transactions and create substantial cost savings associated with payment processing fees on both mobile payments and potentially all meter transactions. Parkmobile has used this strategy to reduce MOR costs to cities including, Indianapolis, Newark, Houston and Washington, DC.***
Reservations, Parking Guidance and Special Event Parking Operations	***Municipalities can integrate our parking reservation system with any special events, including games and all regional professional sports franchises by providing digital passes for parking and parking guidance to the reserved parking space.***
Connected Vehicle Integrations	***Parkmobile is the only company in the industry with in vehicle manufacturer integrations. This year Parkmobile will be available in all Ford vehicles with the AppLink system and we will roll out with Volvo; within 24 months we will introduce more connected vehicle integrations.***

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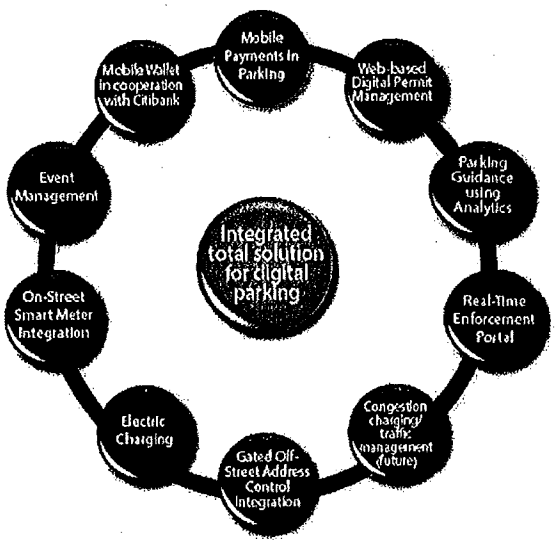
Parkmobile Innovative Solutions

Parkmobile is a world-class provider of integrated digital parking solutions and is the only company in the market that offers centralized data management and full integration capability with legacy systems. Parking fee collection and parking enforcement processes are connected, utilizing one fully-protected redundant database management system, which generates a major strategic advantage for clients. Parkmobile is hardware and equipment agnostic, and integrated with all leading parking equipment manufacturers. In summary, Parkmobile has a wide variety of alternatives and the advanced technology required to implement them now.



MOBILE PAYMENT SOLUTION

Registering for Service

Parkmobile offers users free, fast and easy (on-street) account set up options. Motorists can register via internet (www.parkmobile.com), mobile website, download one of our native mobile apps (iPhone, Android, Windows Mobile 8, and a generic browser version) or call the toll free number and register via the IVR (voice computer). Required information:

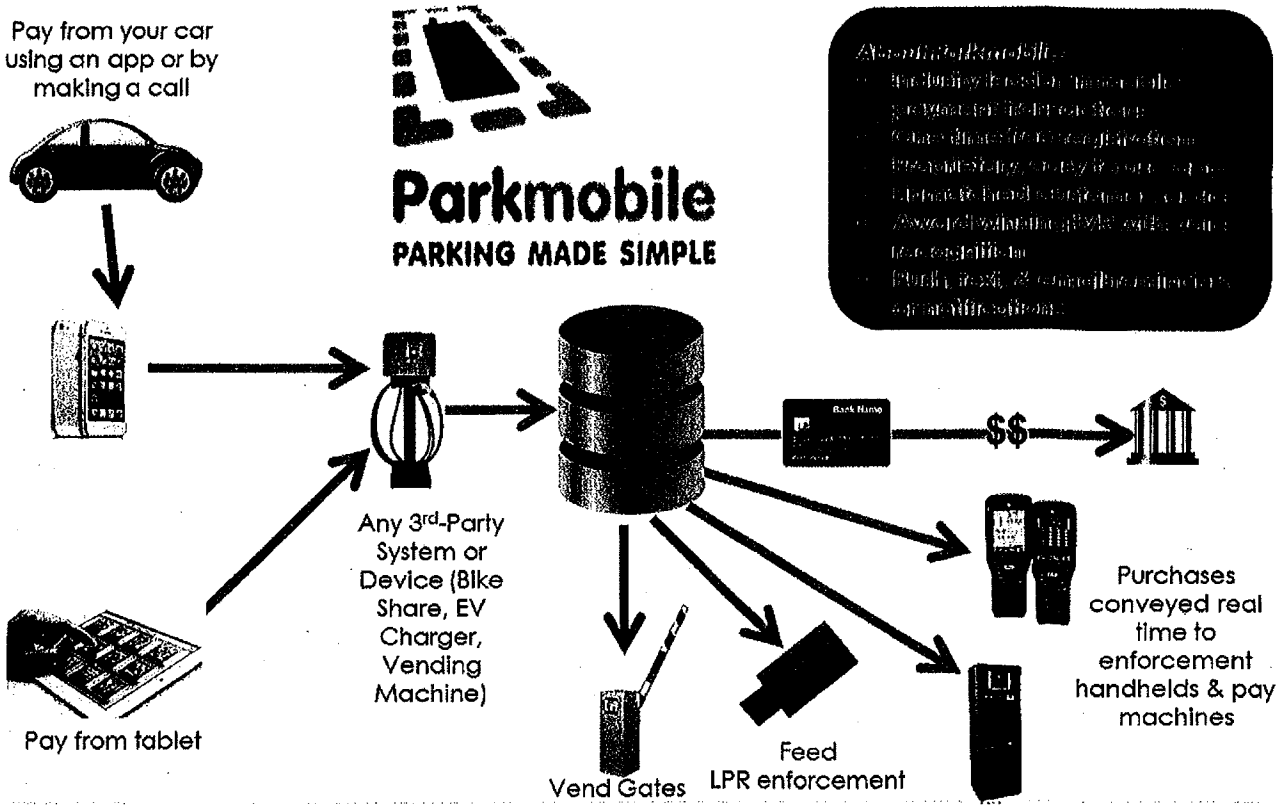
- Credit card/debit card information (number, CVC, expiration date). Parkmobile also offers alternative payment methods such as PayPal and a stored value ("wallet") payment method
- License plate number
- (Optional) Zone number (if motorist wants to park immediately)

How it Works

Start and extend your parking transaction in just seconds from your driver seat.

1. Park
Pull into a space. Just look for our green Parkmobile sign on the meter.
2. Phone
Use our mobile app or give us a call to activate your parking session and key in the parking zone number.
3. Go
We'll send an alert (push notification, email or TXT message) when you've got 15 minutes before your parking session expires.

Parkmobile's mobile payment solution serves daily parking needs for on-street parking spaces. With Parkmobile's extremely flexible operating platform, a variety of rate structures can be supported for a particular day. Once the appropriate rate configurations have been completed, the following outline highlights the customer's parking experience:



Ease of Use (Intuitive)

Parkmobile parking solutions provide a superior customer experience and are intuitive and easy to use:

- Simple selection options either to start and stop a parking transaction or purchase "blocks" of time via: mobile apps (native iPhone, BlackBerry, Android, Windows Mobile 7, and mobile browser apps available), IVR (both speech and manual entry of data), and individual on-line account (called "Personal Pages")
- Email confirmation message indicating that a parking transaction has commenced
- Push notification/email/SMS message alert 15 minutes before parking transaction will reach maximum available time and will be automatically deactivated
- Helpdesk available 24/7 available (both toll free number and email) with well trained and motivated agents
- Free registration via internet and quick and easy on-street registration options by downloading the mobile app or with the published toll free number which provides direct access to first time users

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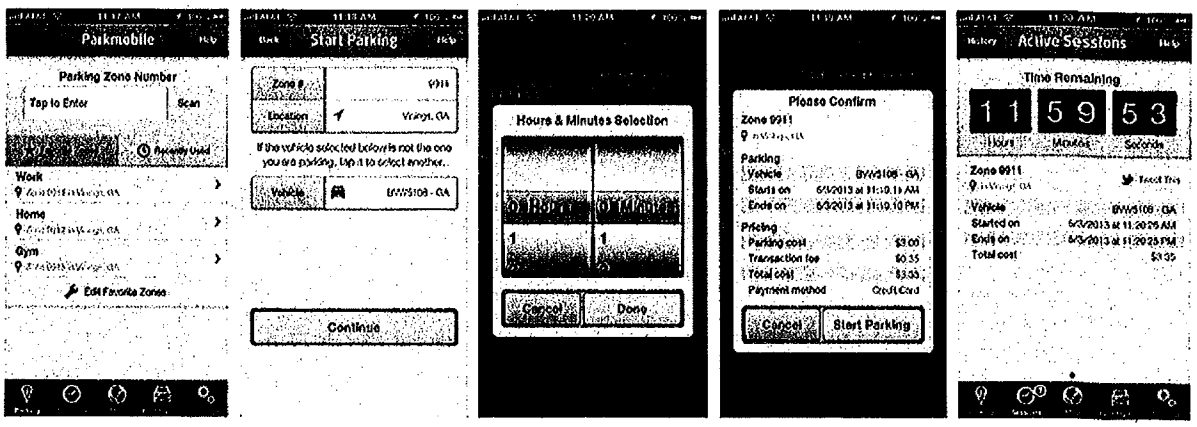
- Mobile apps offer extremely fast and user friendly options to add or change in formation, or start another parking transaction. ***Over 90% of Parkmobile's customers*** choose to park using these native mobile apps. A new or temporary license plate can also be added in real time and directly available for a parking transaction
- Users can link multiple vehicles to their phone number, or multiple mobile phone numbers to one vehicle
- Parking history and Find my Car functionality available in the mobile app, and multiple ways to start your parking (GPS, QR code, NFC for Android phones, or manual entry of the zone number)



White Label Options

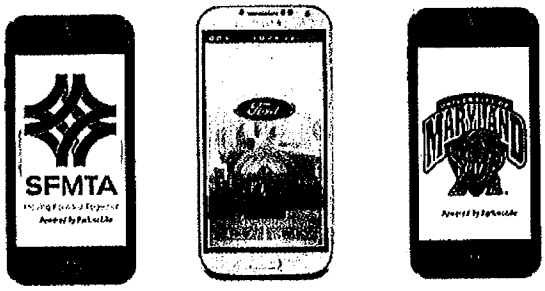
Parkmobile offers our partners the option of a locally branded skinned smartphone application, on all native operating systems, with mobile payment service information specifically designed for your municipality. No other mobile payment provider can offer this option on Blackberry or Windows 7/8 smartphones.

Parkmobile's process for publishing apps uses an in-house development team to create and fully test our applications. Parkmobile has ten (10) full time employees on the Software Development team as well as nine (9) full time staff members in our Customer Service and Technical Support section located in Atlanta. We have had over 1.2 million downloads of our apps across four native platforms, iOS, Android, BlackBerry, Windows 7/8. The method of publishing an application varies by device type. Updates to our applications are published approximately three times per year with major releases occurring about every year and a half. Releases include adaptation to new features offered on the various operating platforms and enhancements generated internally or through collaboration with our users and partners.

The process up until submittal follows an iterative design, build, test process which includes alpha and beta releases in our QA, staging and production environments. Parkmobile utilizes a beta test group made up of internal and external users to fully vet each release.

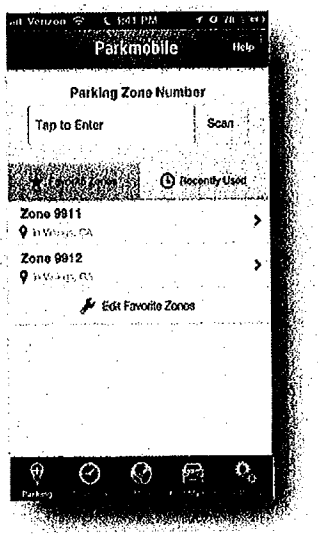
For iOS releases the application is submitted to Apple for approval – this process usually takes one to two weeks – during which time they review the application against standards set by Apple. Once approved for release the new versions are pushed to the various app stores for release. User preference determines whether the application is automatically loaded or if the new version has to be manually added by the customer. For Android releases Parkmobile can release the application as soon as it has passed internal testing.

Parkmobile partners have the ability to incorporate their own logo as well as color scheme to our default app settings and create a unique mobile experience for their patrons. For example, Parkmobile's default app colors are green and white; however, if desired we can modify mobile app colors and content based on partner's preferences.

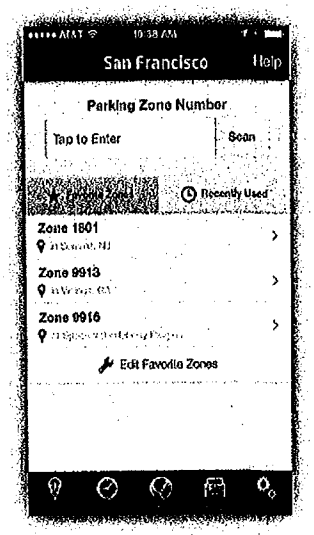


When Parkmobile customizes an app for a partner the new logo appears on mobile devices when new customers sign up for our services free of charge. For example, we created a sample San Francisco Municipal Transportation Agency (SFMTA) app using their existing logo. ***The iPhone screenshots below show the standard Parkmobile icon as well as the locally branded SFMTA skinned app.***

Default Parkmobile icon is a white 'P' on a green background; Skinned app has its own icon (see SFMTA icon bottom row)



Default app page displays 'Parkmobile' at the top of each page with a green background



Skinned Parkmobile app pages display Customized text at the top of each page with a color scheme chosen by partner

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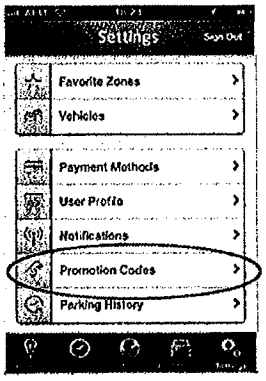
Along with a skinned app Parkmobile can also offer locally oriented banner messages that run on your app while patrons are using the system. For example, in the District of Columbia Parkmobile provides an annual banner ad every October for a university hospital partner that provides free mammogram screenings for Breast Cancer Awareness Month activities.

Parkmobile is designing skinned apps for municipalities, universities as well as for our new connected vehicle program with companies such as Ford Motor Company. Locally branded skinned apps offer our mobile payment partners the ability to differentiate their program while enjoying all the functional benefits of working with Parkmobile such as 24/7/365 Customer Support, apps available on all operating systems, electronic reservation and permitting services, the ability to allow your patrons to use emerging payment methods such as PayPal, the Parkmobile Wallet, and Google Wallet. Furthermore, Parkmobile provides all of these functional advantages in a PCI Level 1 certified and compliant service provider environment.

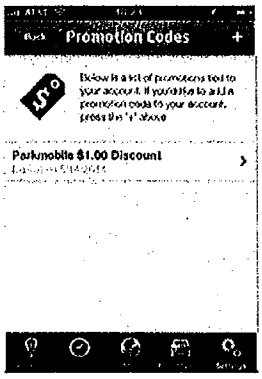
3rd-Party Validations

Parkmobile has the capability of providing merchants and other 3rd-parties with unique validation and/or promotional codes designed in such a manner that they can be used in the place of scratch-off hang tags or other physical validation programs. With this feature, Parkmobile can generate a code(s) that can be configured for a variety of free or discounted parking options with a several unique parameters involving the area and duration of use. The promo codes and validations then can be given by merchants to their visitors to insert into their smart phone for free or discounted parking via a QR Code. Please see sample screenshots below:

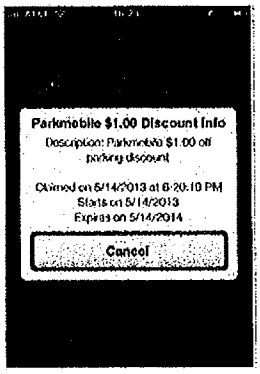
Sample Validation Code generated for a particular promotion or service



Scan or key enter Promo Codes into the mobile app under settings



An explanation of the Promo Code is displayed in the app



Once a Promo Code is used or expired it will automatically be removed from the user account.

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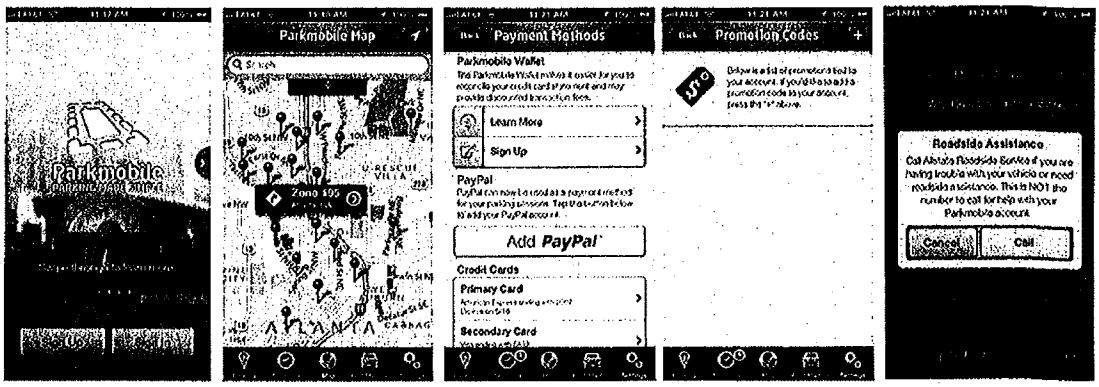
Managing your Parkmobile Account - Summary

Parkmobile's members can view their account profile via the internet. They access the web site via a username and password and enter their protected (SSL 256 'Padlock' encrypted) account 24/7. Members are able to view their current user profile and add or change data. They also provide real time parking information via the parking history and a monthly statement of all parking transactions in PDF format. Credit card details can be changed in a PCI DSS level 1 process. Parking data history can be exported, with several query options, to excel or CSV and reused for multiple purposes. Parkmobile also offers customers the option to start a parking transaction online.

Another alternative for managing an account would be through the mobile app. Settings functionality is available for each app, providing the member the ability to make real-time changes to his/her account (payment info –and method, vehicle license plate additions/deletions, favorite zones or cars, account profile, parking overview, etc).



How Payments Work

Customers supply their debit/credit card information to Parkmobile only once when initially enrolling to use the system. This information is then stored in a securely encrypted PCI DSS Level 1 compliant environment.

Parkmobile can use any merchant account (MID) for mobile payments and pass real time authorised debit/credit card transactions immediately to this dedicated account. Transactions are then processed by the payment processing engine at the close of each day and subsequently funded to the bank account. Parkmobile invoices the merchant account holder monthly to seek reimbursement for its transaction fee assessed on each Parkmobile transaction (paid by the motorist). Parkmobile does not bear the cost of any association, network or gateway fees for payments.

Alternatively, Parkmobile can pass real time authorized credit card transactions daily in batch format to Parkmobile's preferred payment processor, subsequently funded directly into a Parkmobile-controlled escrow account. In this scenario, Parkmobile acts as the merchant in the arrangement and passes Net Parking Revenues (NPR) routinely to Client. For purposes of this option, NPR is typically defined as parking revenues generated by Parkmobile-initiated solutions less credit card and bank transfer fees, and less the mutually agreed upon Parkmobile transaction fees.

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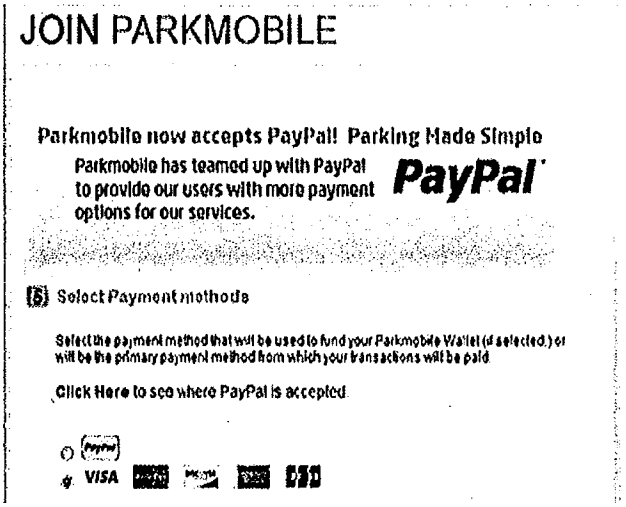
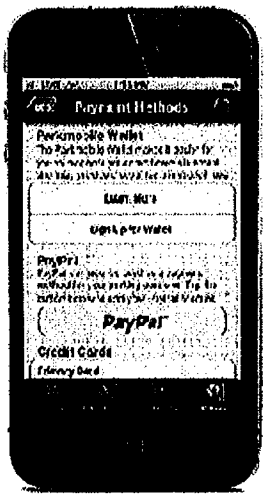
Emerging Payments Methods

Parkmobile is accepting multiple other payment options besides credit- and debit cards, including PayPal (also great for cash preferred customers) and the Parkmobile Wallet (stored value or pre-paid solution).

PayPal

Parkmobile has partnered with PayPal to deliver a seamless approach for utilizing a PayPal membership account to fund payment of parking transactions. Within the Parkmobile system, each customer now has the ability to link their PayPal account to their Parkmobile membership. Since PayPal supports the ability for customers to fund the loading of their account via their bank account or direct cash payment, customers can now go to their bank web-site and transfer cash directly into their PayPal account to use Parkmobile's service with their phone. "Cash Preferred" customers can also now utilize Parkmobile by loading cash onto their PayPal account through an agent network similar to the way consumers buy prepaid phone cards.

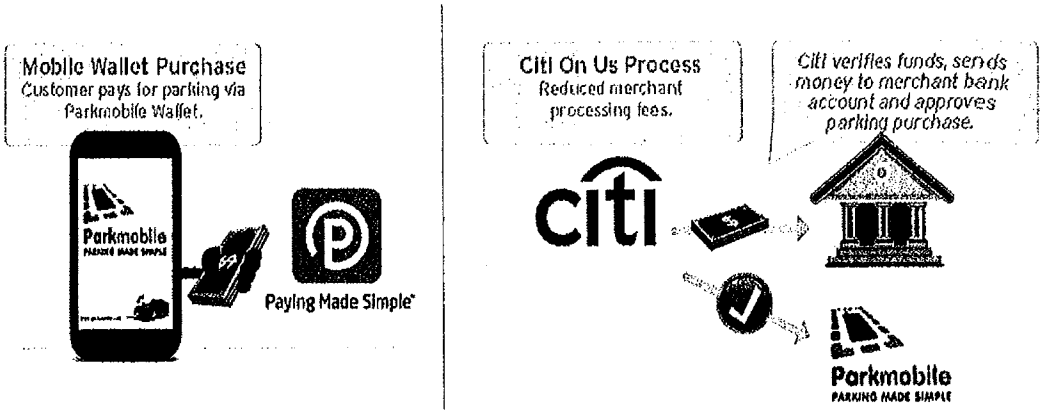




Virtual Wallet – a Stored Value Parking Solution

Parkmobile also offers customers the ability to participate in its exclusive "Mobile Wallet" program. The Wallet payment method allows customer to create an account in which a specific dollar amount of money will be stored for future payment of their parking transactions. By selecting the Wallet option during registration, or opting-in at a later date, the customer is entitling Parkmobile to charge their credit card(s) for a specific dollar amount they have elected. That money is then held within an account (at Citi – just like a bank account) and with each transaction the money is depleted from the account.

Customers are not responsible for tracking the outgoing payments to determine if they need to replenish their account (like a pre-paid card) as the Parkmobile system automatically replenishes the account once an account has decreased enough to cross a minimum threshold balance. The amount charged to the credit card is always equal to the amount selected by the customer when they selected the Wallet payment method.



Parkmobile has built its payment platform in such a manner to accept the addition of future innovative payment methods that have and will continue to hit the mobile market in the coming years (Google's Wallet, MasterCard's globalVCard, the ISIS Wallet, Visa's V.me, etc.). By partnering with Parkmobile, these emerging payment solutions can be accepted by your facility without the need for new equipment or redesign. Moreover, Parkmobile can make the acceptance of these payment methods seamless to you administratively, eliminating the reconciliation challenges caused by multiple settlement streams to your bank account.

Enforcement

Parkmobile demonstrates state of the art technology trends through our enforcement partnerships and integrations. We have direct integrations with most of the major global enforcement solution providers. The integrations enable parking enforcement personnel to enforce Parkmobile within their ticketing applications (so no toggling back and forth), making it a seamless and effortless experience. Parkmobile is able to integrate with any other ticket provider software based on standard API's.

Alternatively, Parkmobile can provide direct access to the real time database which enables enforcement personnel easy enforcement of mobile payment parking transactions. Parkmobile will bookmark the URL in the mobile browser of a smart phone, PDA or any other web-enabled device, and provide unique log-in credentials. Parking Enforcement Officers have several options to use the enforcement tool (zone number, license plate number, space number, etc.).

Implementation Process

While Parkmobile follows a disciplined approach when planning implementations, we also recognize that every implementation exhibits unique elements. In order to discern special situations and formulate a customized plan catering directly to specific needs, Parkmobile works closely with the

municipality's Project Manager and we have a track record of being able to modify as needed during implementations.

Step 1 – Envisioning and Planning – approximately 1 week
The first step in Parkmobile's process will be to interview key participants associated with the Parkmobile solution. This session will include the client as well as any other third-party representatives the client deems appropriate. From these meetings we will determine how the Parkmobile system participates and interacts with the overall goals and objectives of the municipality. Rather than experiencing "tunnel vision" and focusing only on the nuts and bolts of the rollout, this process will help all parties foresee future obstacles in the operational lifecycle of the mobile payment system that might be avoidable if properly identified early in the envisioning and planning phase. Simply said, we will intentionally collaborate sooner rather than later so that important details do not go unattended.

Once the plan has been devised between all parties, Parkmobile will convey the results by incorporating them into a specific planning document that will be circulated for final review. Upon formal approval of this plan, Parkmobile will begin the detailed process of collecting information, drafting marketing materials, and initiating artwork for signage.

Sample meter sticker (optional QR code)

Optional metal sign including QR code

Step 2 – Development and Stabilization – approximately 2 weeks
Parkmobile will enter client's zone and rate structure into its system followed by a quality assurance test to ensure that the tools built are stabilized and work as anticipated. In addition, Parkmobile will enter the merchant ID in its systems. Simultaneously, Parkmobile will begin its own internal training process on any custom-built integration with the client and its vendor of choice so that client employees and other stakeholders will be subsequently trained properly.

Step 3 – Training & Deployment – approximately 1 week
The final critical step before launching the mobile payment service will involve training of the client and its enforcement staff. This training will focus upon two key areas and will be handled repeatedly up until the date of deployment: reporting and enforcement.

> **Reporting:** Parkmobile will designate one of its own staff members to review thoroughly with the client and its vendor of choice's staff the consolidated vendor web office transaction

reports. Parkmobile will make this staff member available to assist the client's staff with follow up questions and reporting needs over the course of the term of the engagement.

Enforcement: Parkmobile will work with any new or incumbent enforcement provider for training to the enforcement officers so that they understand the steps required in order to enforce successfully the motorist's license plate or zone number via the real time enforcement solution.

Step 4 – Post Deployment Follow Up – approximately 4 weeks
Once the implementation has successfully launched, Parkmobile will continue to monitor the project to ensure that all facets of the operation work together in harmony. Parkmobile will follow up on critical components daily (e.g. transaction settlements, enforcement effectiveness, and revenue reporting). Parkmobile will also initiate a feedback forum with client to answer outstanding questions and concerns or offer suggestions for service improvements. Once all feedback has been resolved and the client is satisfied with the deployment, Parkmobile will transition an Account Manager who will continue to assist and address any future and ongoing needs.

Marketing
Parkmobile also uses industry best practices and current technology trends through our multi-faceted marketing strategies. Parkmobile has coordinated detailed and comprehensive social media marketing campaigns designed to inform the public about our innovative payment methods in some of the most tech savvy cities in the world. Our team will aid your municipality in creating a powerful media presence that will enhance the client's ability to effectively manage public parking operations and generate increased revenue.

Parkmobile understands the importance of a strong marketing and public awareness campaign on the overall adoption of our service. As a continuous learning and improvement organization, Parkmobile leverages the experience gained in each deployment to help drive success in future efforts. Parkmobile will work closely with the Client in scheduling and conducting public meeting/workshops as well as developing a comprehensive Marketing and Communications Plan. A sample plan follows:

Parkmobile
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Pre-launch
Initiate strategy sessions with the City regarding marketing plan and launch timing
Produce Marketing Strategy Roadmap
Public relations planning with the Mayor's Office and PR team regarding market launch
Create joint press release (with appropriate approvals)
Create wallet cards
Create meter stickers and signs as appropriate
Install signs and stickers on street
Facebook: Custom: Posts, Interactions, Ads, Article Links, Contests, Events; Avg Social Reach ~ 110% of target region
Twitter: Custom: Tweets, Mentions, Interactions, Follow/Follow back, Article links, Events, Contests
YouTube: Re-apply App video w/in Facebook, Twitter
Stumbleupon: Place news info
Digg: Place news info
Additional Blog sites: Place news info
Post pre-launch PR on social media creating buzz
Launch
Mayor and/or City Official market launch
Coordinate with local media outlets (TV and radio) on press coverage
Send Press Release on PR newswire, Industry News
Post press release on news section of Parkmobile's website
Participate in local events to promote service
Promote service via social media sites daily during launch week
Facebook: Custom: Posts, Interactions, Ads, Article Links, Contests, Events; Avg Social Reach ~ 110% of target region
Twitter: Custom: Tweets, Mentions, Interactions, Follow/Follow back, Article links, Events, Contests
YouTube: Re-apply App video w/in Facebook, Twitter
Stumbleupon: Place news info
Digg: Place news info
Additional Blog sites: Place news info
Parkmobile blog: Blog post mention on company website
Post-launch
Send out customer satisfaction survey to registered users and provide feedback on results
Work with the City on customer appreciation week
Direct marketing and follow-up sales for fleet and corporate customers
Report on program success and work with the City on continuous improvement process
Promote service via social media on regular intervals as outlined in the Marketing Strategy Roadmap

Parkmobile
PARKING MADE SIMPLE

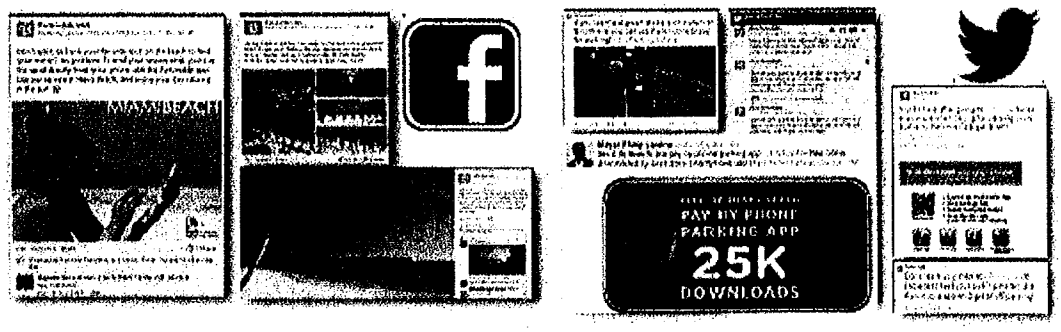
MARKETING MATERIALS SAMPLES

Parkmobile

Value Added Enhancements

SOCIAL MEDIA CAMPAIGNS

- Parkmobile provides its partners with best in the industry social media marketing, including Facebook Campaigns. We have more social media followers than all of our competitors combined.
- As part of our comprehensive marketing strategies, Parkmobile alerts our partners' constituents of our services from the outset of our Implementation Plan.
- Parkmobile also receives invaluable feedback about our products through social media.



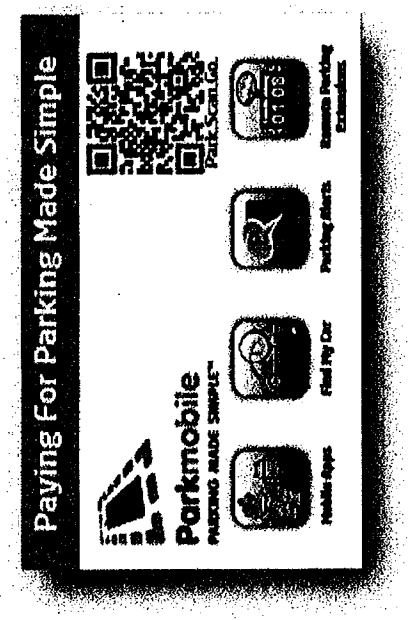
PARKMOBILE SOCIAL MEDIA FOLLOWERS*

SOCIAL MEDIA CHANNEL	PARKMOBILE FOLLOWERS	ALL MOBILE PAYMENT COMPETITORS COMBINED FOLLOWERS
TWITTER	102,000	15,800
FACEBOOK	26,000	7,100

*Parkmobile Social Media 'Push Campaigns' average a reach of over 500,000 individuals due to national footprint in the United States

Parkmobile
PARKING MADE SIMPLE

Wallet Card (Front and Back)

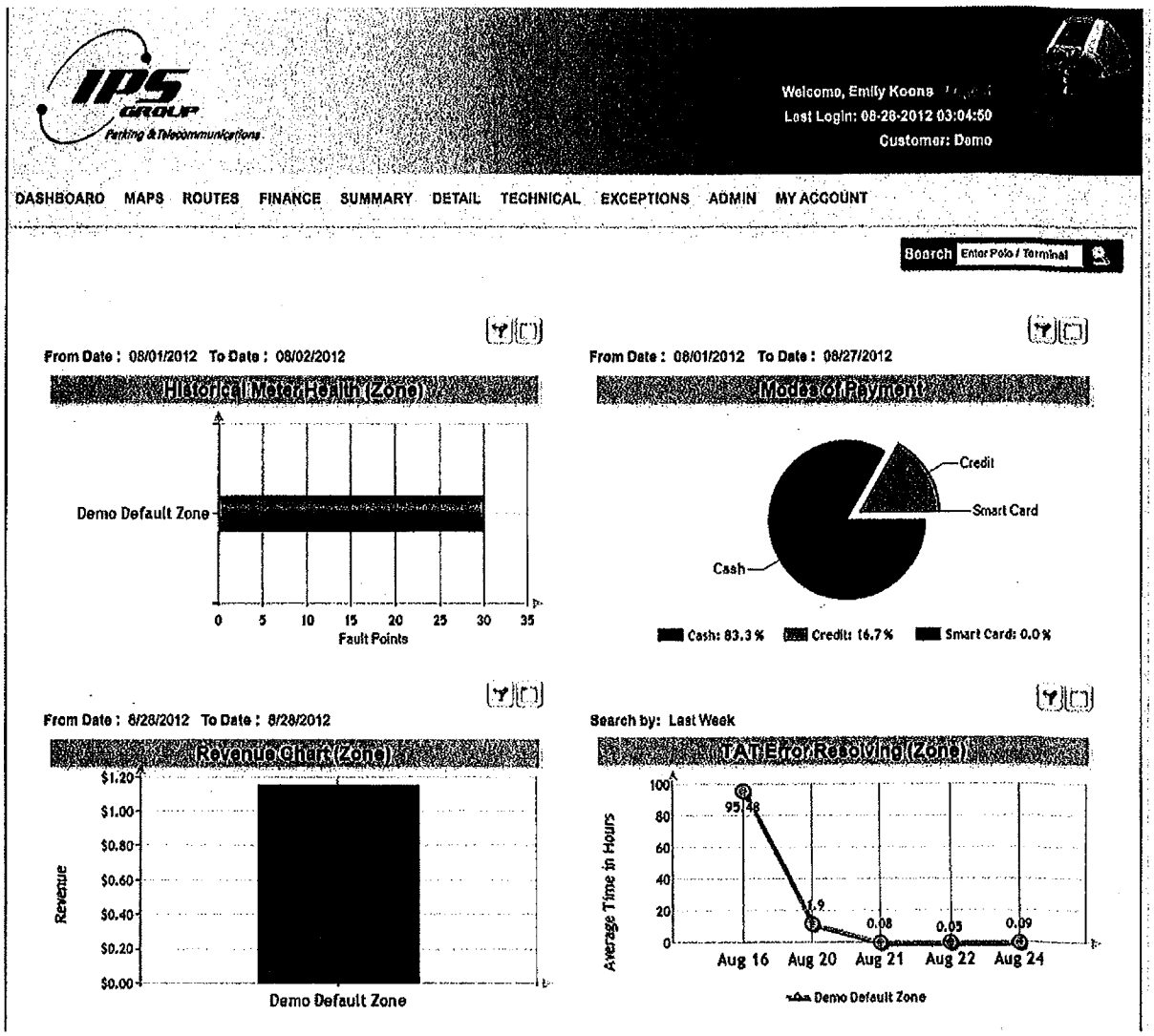


Chapter 10 Appendix

Sample DMS Reports

Homepage

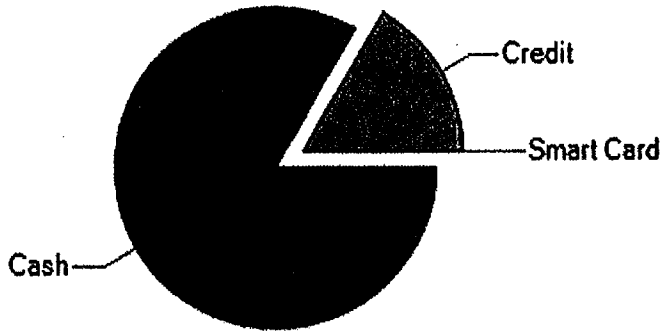
MMS Dashboard
(For example only)



MMS Dashboard Modes of Payment
(For example only)

From Date : 08/01/2012 To Date : 08/27/2012

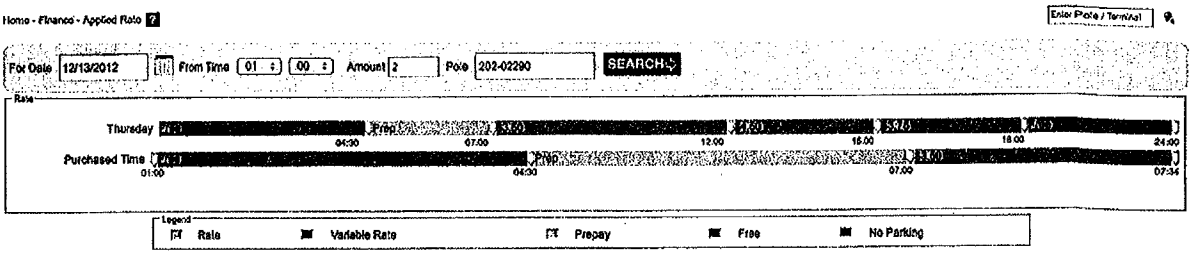
Modes of Payment



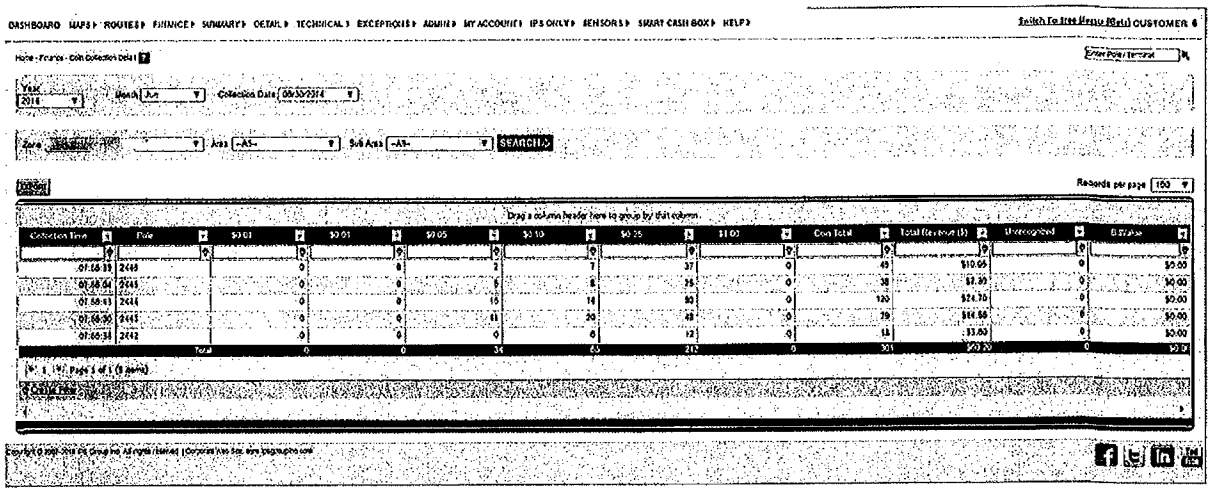
Cash: 83.3 % Credit: 16.7 % Smart Card: 0.0 %

FINANCIAL REPORTS

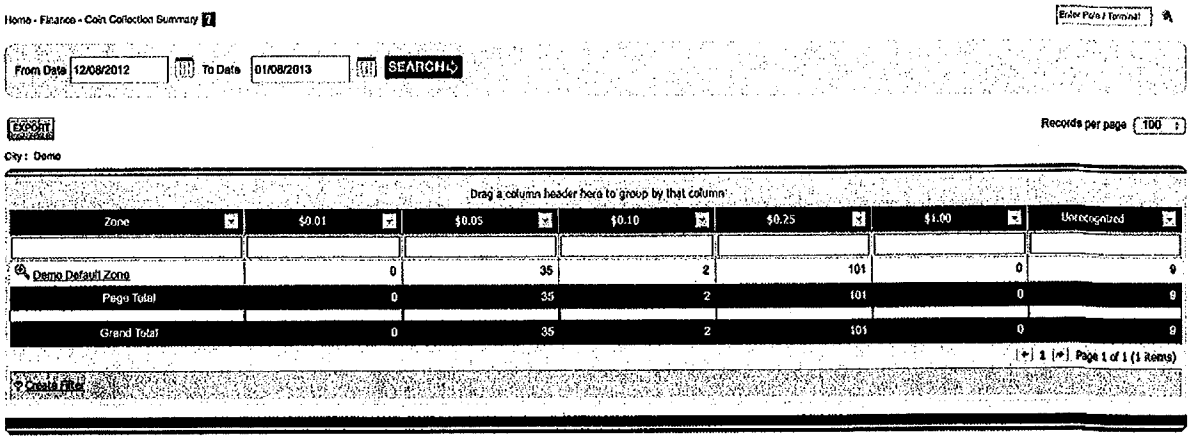
Applied Rate
(For example only)



Coin Collection Detail
(For example only)



Coin Acceptance Summary
(For example only)



Credit Card Settlements
(For example only)

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Parking & Telecommunications

Welcome, Emily Koons
Last Login: 08-28-2012 03:16:53
Customer: Demo

DASHBOARD MAPS ROUTES FINANCE SUMMARY DETAIL TECHNICAL EXCEPTIONS ADMIN MY ACCOUNT

Home - Finance - Credit Card Settlement

Search Enter Pole / Terminal

From Date 07/01/2012 To Date 08/28/2012 SEARCH

EXPORT

Records per page 100

Settlement Date	Transactions	Total Gateway Fee ($)	Total ($)	Net Total ($)	Average Transaction Amount ($)
07/16/2012	2	0.00	3.2500	3.250000	1.6250
07/18/2012	2	0.00	2.7500	2.750000	1.3750
08/07/2012	1	0.00	1.0000	1.000000	1.0000
08/14/2012	1	0.00	1.2500	1.250000	1.2500
08/20/2012	4	0.00	4.2500	4.250000	1.0625
Page Total	10		$ 12.5000	$ 12.500000	
Grand Total	10		$ 12.5000	$ 12.500000	

1 Page 1 of 1 (5 items)

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Coin Revenue
(For example only)

IPS GROUP
Parking & Telecommunications

Welcome, Emily Koons
Last Login: 08-28-2012 03:16:53
Customer: Demo

DASHBOARD MAPS ROUTES FINANCE SUMMARY DETAIL TECHNICAL EXCEPTIONS ADMIN MY ACCOUNT

Home - Finance - Coin Revenue

Search Enter Pole / Terminal

This report shows the cumulative coin box volume (since the last collection) for each meter on a given day.

Date 08/28/2012

Zone --All-- Area --All-- Sub Area --All-- SEARCH

EXPORT

Records per page 100

Drag a column header here to group by that column

Pole	$0.05	$0.10	$0.25	$1.00	Coin Total	Revenue ($)	Unrecognized	Coin Capacity	Coin Box Full (%)
V-02	0	3	3	2	8	3.05	9	-60	
SS-02	10	1	49	0	60	12.85	1	-60	
SS-01	19	2	15	0	36	4.90	0	-60	
Mk5_001	0	0	0	0	0	0.00	0	60	
MJB1	0	2	5	0	7	1.45	1	60	
MeterIP11	0	0	12	0	12	3.00	0	60	
CollectionCart6095	9,221	16,442	53,306	64	81,033	15,695.75	104,566	1,500	
250-11	0	0	75	12	87	30.75	0	60	
123-45678	13	8	38	0	59	10.95	0	60	
Page Total	9,263	16,458	53,503	78	81,302	$ 15,762.70	104,577		
Grand Total	9,263	16,458	53,503	78	81,302	$ 15,762.70	104,577		

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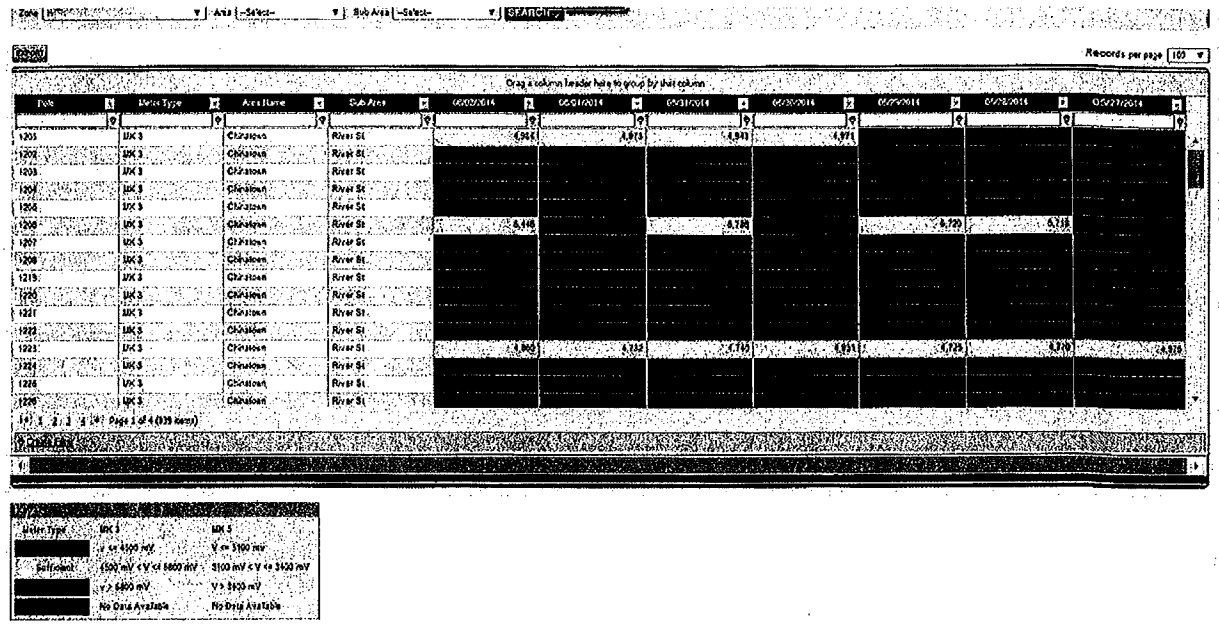
TECHNICAL REPORTS

Battery Voltage
(For example only)



Call in Count
(For example only)

Home - Technical - Call-In Count

Enter Polo / Terminal

From Date 01/07/2013 From Time 00 : 00 :
From Date
To Date 01/08/2013 To Time 23 : 59 : SEARCH

EXPORT

Records per page 100

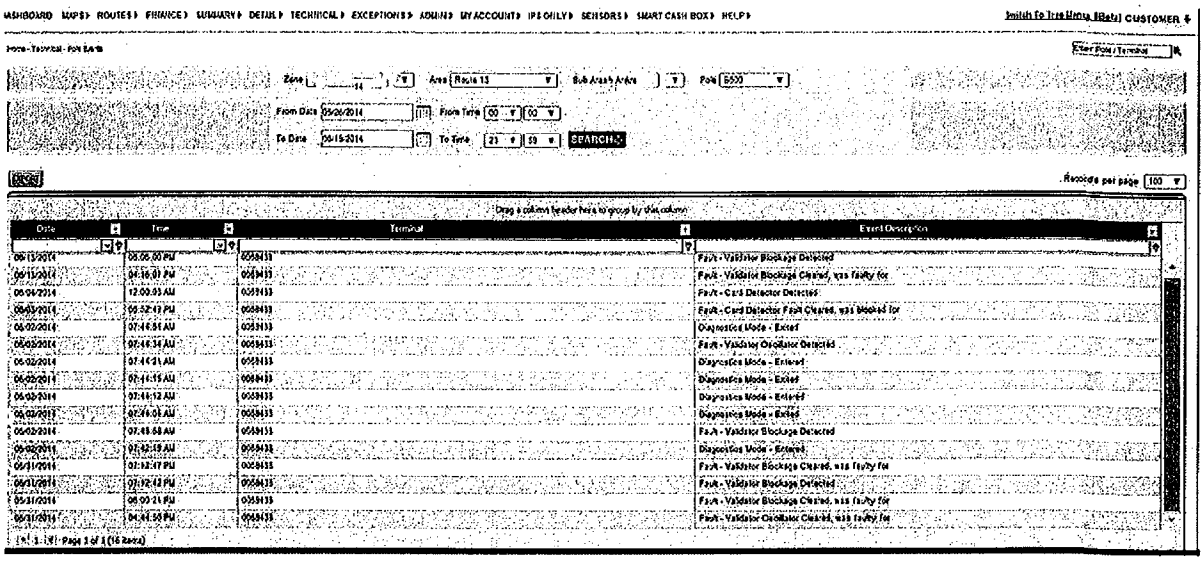
Drag a column header here to group by that column

Zone	Area	Sub Area	Polo	Call in count
[redacted] Default Zone	Beach	Coast Blvd	CB01	13
[redacted] Default Zone	Beach	Coast Blvd	CB02	8
[redacted] Default Zone	Beach	Coast Blvd	CB03	8
[redacted] Default Zone	Beach	Coast Blvd	CB04	7
[redacted] Default Zone	Beach	Coast Blvd	CB05	7
[redacted] Default Zone	Beach	Coast Blvd	CB06	6
[redacted] Default Zone	Beach	Coast Blvd	CB07	7
[redacted] Default Zone	Beach	Coast Blvd	CB08	6
[redacted] Default Zone	Beach	Coast Blvd	CB09	7
[redacted] Default Zone	Beach	Coast Blvd	LD01	8
[redacted] Default Zone	Beach	Coast Blvd	LD02	5
[redacted] Default Zone	Beach	Coast Blvd	LD03	6
[redacted] Default Zone	Beach	Coast Blvd	LD04	3
[redacted] Default Zone	Beach	Coast Blvd	LD05	5
[redacted] Default Zone	Beach	Coast Blvd	LD06	4
[redacted] Default Zone	Beach	Coast Blvd	LD07	8

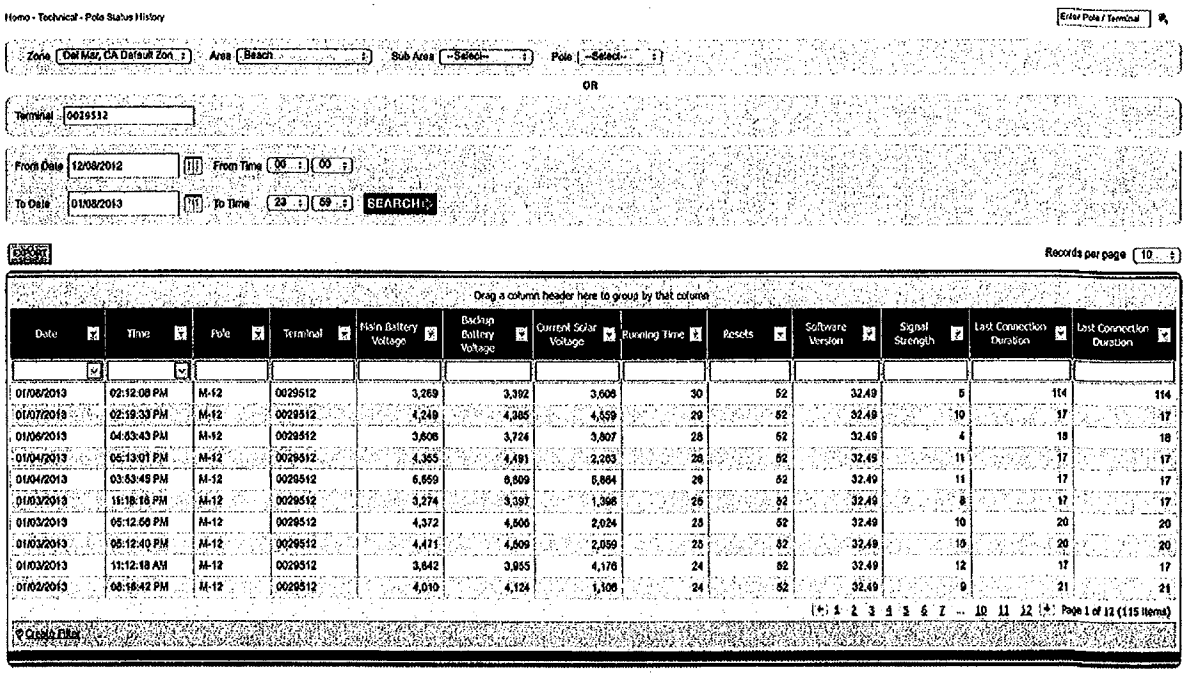
1 Page 1 of 1 (64 items)

Save Filter

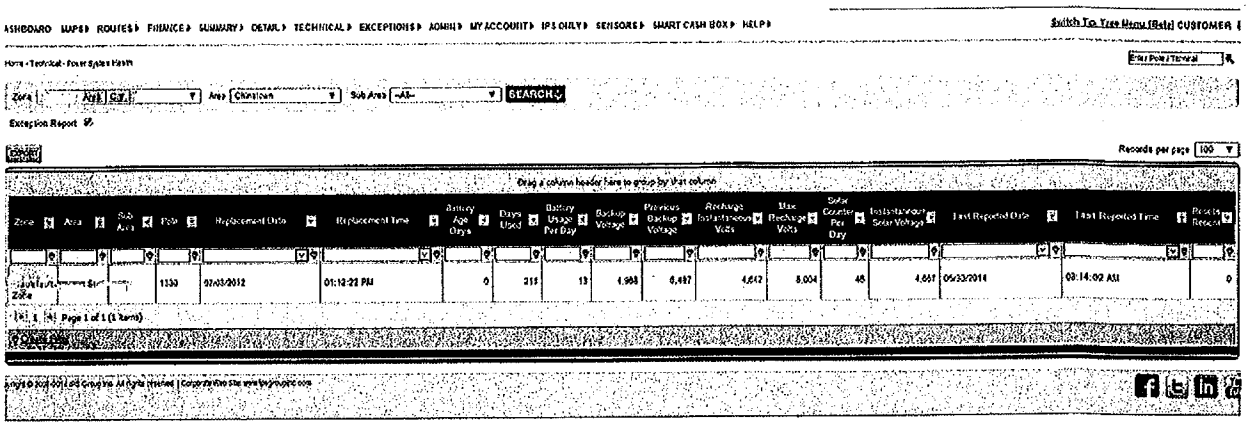
Pole Events
(For example only)



Pole Status History
(For example only)



Power System Health
(For example only)



Solar Voltage Report
(For example only)

Export

Detail

Drag a column header here to group by that column

Terminal	09/24/2014	09/25/2014	09/26/2014	09/27/2014	09/28/2014	09/29/2014
0113384						
0114166						
0118334						
0118349						
0118384						
0118391						6,167.00
0118394	4,934.00	5,001.00	4,931.00	5,056.00	4,973.00	
0118451	4,906.00	15,061.00	5,190.00	5,101.00	5,151.00	5,248.00
0118510						
0118550						
0118550						
0119089	4,826.00	4,820.00	4,833.00	5,411.00	4,823.00	4,767.00
0119617						
0119581						
0121018						
0121165						

|< 1 >| Page 1 of 1 (17 items)

Create Filter

	V < 4500 mV
	4500 mV < V ≤ 5800 mV
	V > 5800 mV
	No Data Available

Terminal Events
(For example only)

Home > Technical > Terminal Events

Enter Pole / Terminal

Terminal 0052027

From Date 12/29/2012 From Time 00 : 00

To Date 01/08/2013 To Time 23 : 59 SEARCH

Export

Records per page 10

Drag a column header here to group by that column

Date	Time	Pole	Event Description
01/08/2013	05:09:34 PM	YAL1202	Sensor - Timer Reset
01/08/2013	05:09:33 PM	YAL1202	Sensor - Space Vacant
01/08/2013	04:53:00 PM	YAL1202	Sensor - Space Occupied
01/08/2013	04:34:52 PM	YAL1202	Violation - Ended
01/08/2013	04:34:51 PM	YAL1202	Sensor - Space Vacant
01/08/2013	04:33:56 PM	YAL1202	Violation - Set
01/08/2013	04:31:58 PM	YAL1202	Sensor - Space Occupied
01/08/2013	04:20:20 PM	YAL1202	Sensor - Timer Reset
01/08/2013	04:20:19 PM	YAL1202	Sensor - Space Vacant
01/08/2013	04:03:47 PM	YAL1202	Sensor - Space Occupied

|< 1 2 3 4 5 6 7 ... 37 38 39 >| Page 1 of 39 (387 items)

Create Filter

SUMMARY REPORTS

Annual Revenue
(For example only)

IPS GROUP
Parking & Telecommunications

Welcome, Emily Koons
Last Login: 08-28-2012 03:16:53
Customer: Demo

DASHBOARD MAPS ROUTES FINANCE SUMMARY DETAIL TECHNICAL EXCEPTIONS ADMIN MY ACCOUNT

Home - Summary - Annual Revenue

Search Enter Pole / Terminal

EXPORT

Records per page 100

City : Demo

Zone	2008	2009	2010	2011	2012
Demo Default Zone	20,203.52	169.95	203.50	215.06	191.10
Spaces	0.00	2.00	13.20	15.55	1.25
Page Total	$ 20,203.52	$ 171.95	$ 216.70	$ 230.61	$ 192.35
Grand Total	$ 20,203.52	$ 171.95	$ 216.70	$ 230.61	$ 192.35

1 Page 1 of 1 (2 items)

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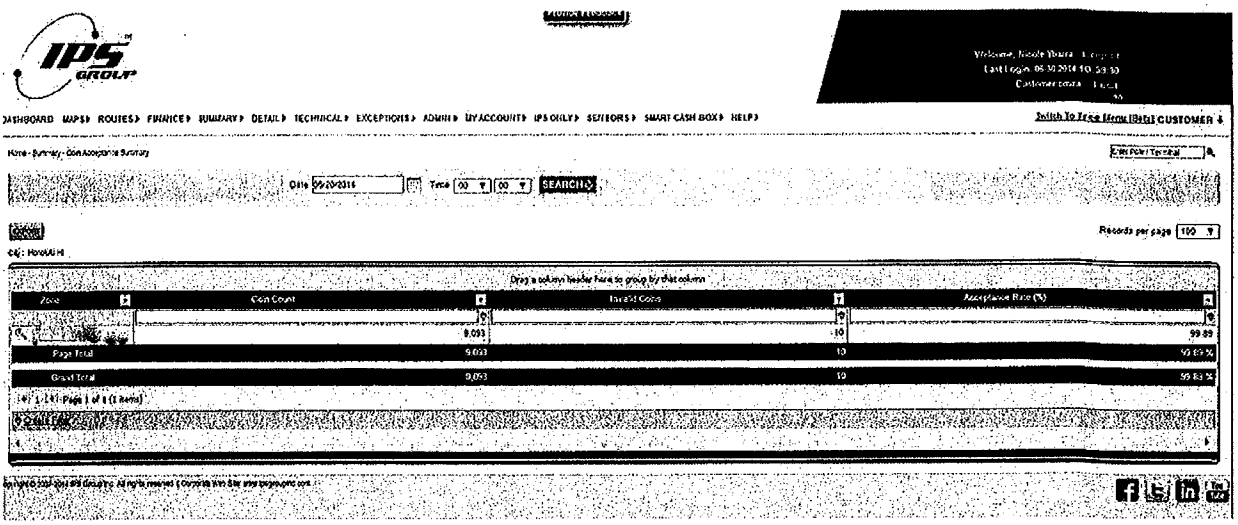
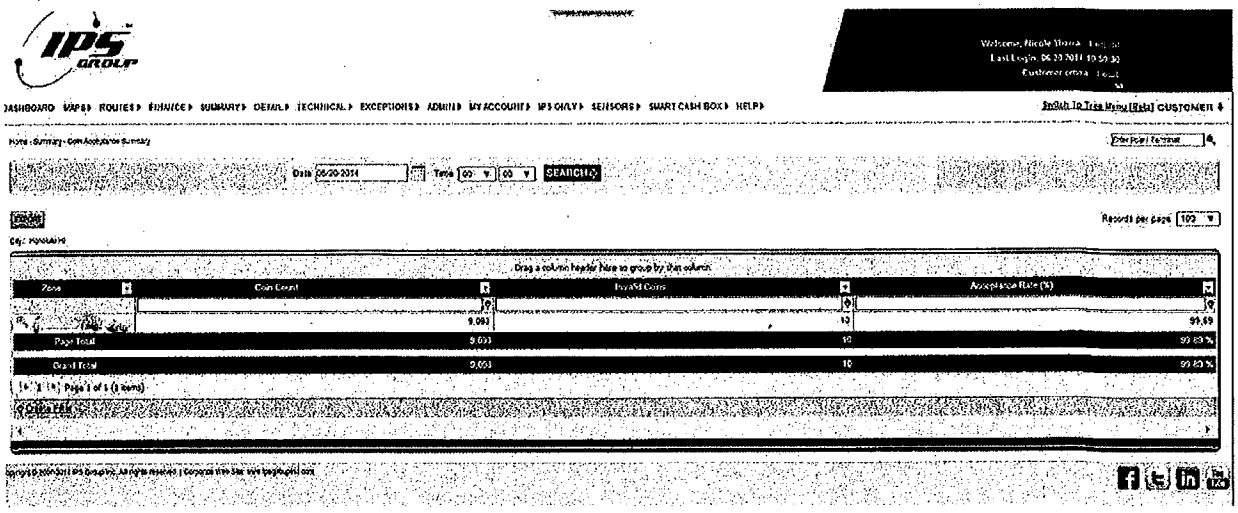
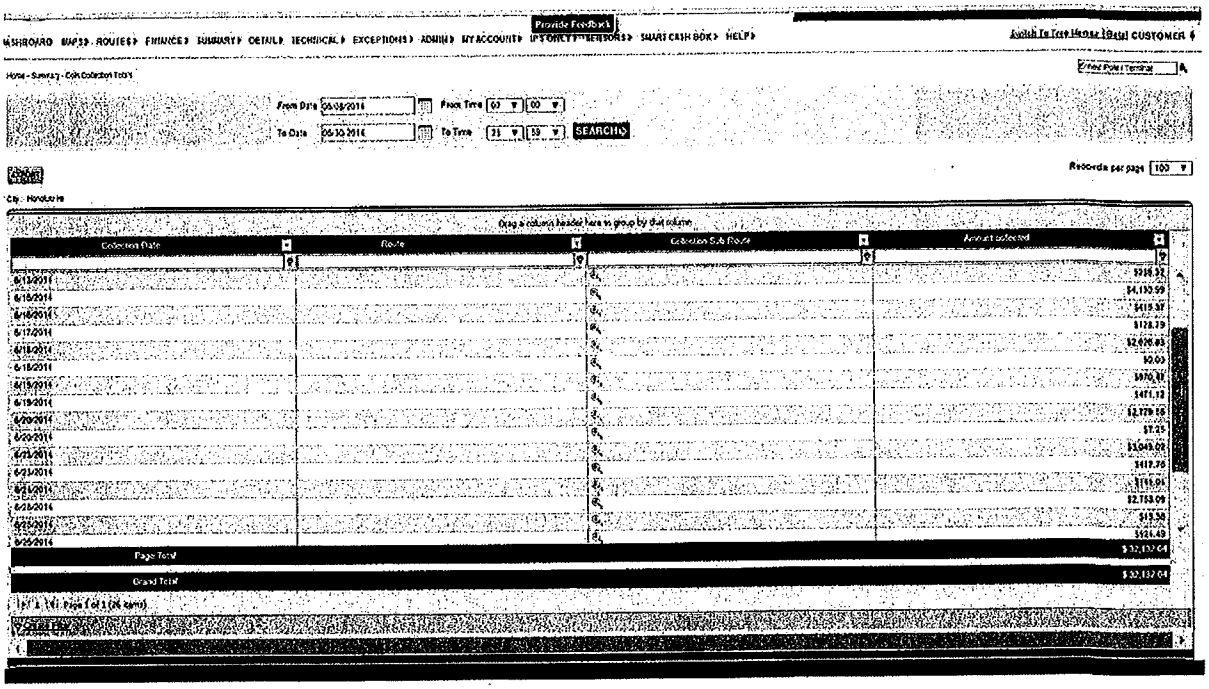
Coin Acceptance Summary
(For example only)



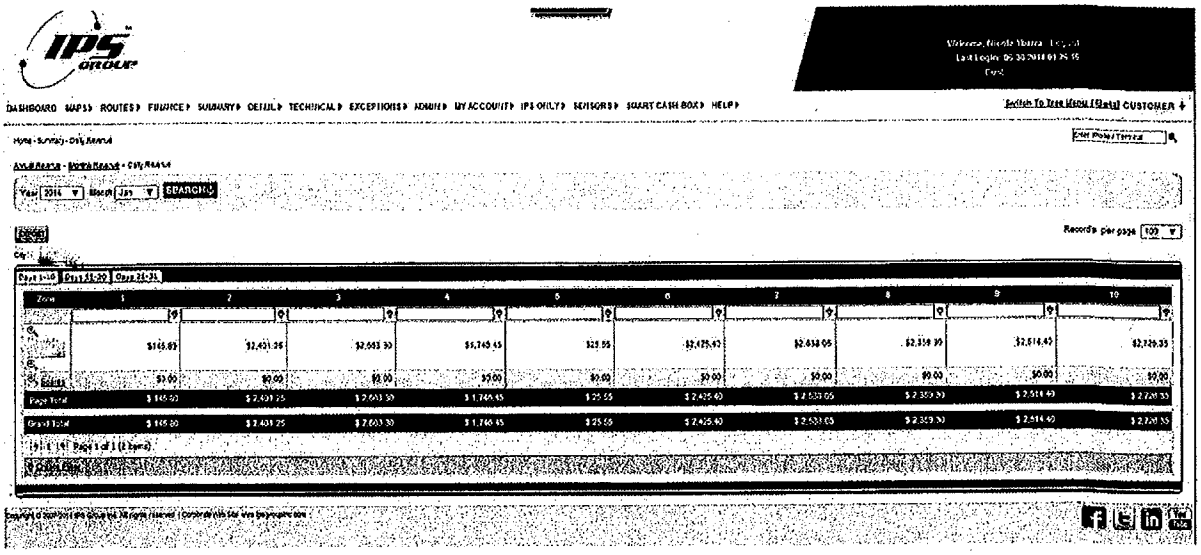
Coin Collection Average
(For example only)



Coin Collection Totals
(For example only)



Daily Revenue
(For example only)



Zone	1	2	3	4	5	6	7	8	9	10
	$165.60	$2,431.25	$2,603.30	$1,746.45	$25.55	$2,425.40	$2,533.05	$2,359.30	$2,514.40	$2,726.35
Refunds	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
Page Total	$165.60	$2,431.25	$2,603.30	$1,746.45	$25.55	$2,425.40	$2,533.05	$2,359.30	$2,514.40	$2,726.35
Grand Total	$165.60	$2,431.25	$2,603.30	$1,746.45	$25.55	$2,425.40	$2,533.05	$2,359.30	$2,514.40	$2,726.35

Daily Statistics
(For example only)

IPS GROUP
Parking & Telecommunications

Welcome, Emily Koons
Last Login: 08-28-2012 03:16:53
Customer: Demo

DASHBOARD MAPS ROUTES FINANCE SUMMARY DETAIL TECHNICAL EXCEPTIONS ADMIN MY ACCOUNT

Home • Summary • Daily Statistics

Search Enter Pole / Terminal

From Date 08/01/2012 From Time 00 00
To Date 08/28/2012 To Time 23 59

Zone --All-- Area --All-- Sub Area --All-- SEARCH

EXPORT

Drag a column header here to group by that column

	Data
NumPoles	65.00
NumPolesWithRev	6.00
TotalCash	8.40
TotalCredit	6.50
TotalCreditVisa	4.25
TotalCreditMC	2.25
TotalCreditAmex	0.00
TotalCreditDis	0.00
TotalSmartCard	0.00
TotalRevenue	14.90
Cash%	56.37
Credit%	43.62
SmartCard%	0.00
AvgCash/Pole	0.13
AvgCredit/Pole	0.10
AvgSmartCard/Pole	0.00
AvgRevenue/Pole	0.23
NumCredit	6.00
NumCash	30.00
NumCard	0.00

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Hourly Revenue
(For example only)

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Last Login: 08-28-2012 03:10:53
Customer: Demo

DASHBOARD MAPS ROUTES FINANCE SUMMARY DETAIL TECHNICAL EXCEPTIONS ADMIN MY ACCOUNT

Home - Finance - Hourly Revenue

Search Enter Pole / Terminal

From Date 07/28/2012 To Date 08/28/2012

Zone --All-- Area --All-- Sub Area --All-- SEARCH

EXPORT

Drag a column header here to group by that column

Hour	Coin($)	Credit($)	SmartCard($)	Coin (%)	Credit (%)	SmartCard %	Total ($)	Total Time Purchased (hours)
07:00:00	0.25	0.00	0.00	100.00 %	0.00 %	0.00 %	0.25	01.32
09:00:00	0.75	0.00	0.00	100.00 %	0.00 %	0.00 %	0.75	00.46
10:00:00	0.80	1.25	0.00	39.02 %	60.98 %	0.00 %	2.05	01.80
11:00:00	1.70	0.00	0.00	100.00 %	0.00 %	0.00 %	1.70	02.00
12:00:00	1.00	0.00	0.00	100.00 %	0.00 %	0.00 %	1.00	01.00
13:00:00	0.05	1.00	0.00	4.76 %	95.24 %	0.00 %	1.05	01.05
14:00:00	2.25	0.00	0.00	100.00 %	0.00 %	0.00 %	2.25	02.01
15:00:00	1.50	0.00	0.00	100.00 %	0.00 %	0.00 %	1.50	03.53
16:00:00	5.00	4.25	0.00	54.05 %	45.95 %	0.00 %	9.25	07.58
17:00:00	0.75	0.00	0.00	100.00 %	0.00 %	0.00 %	0.75	00.50
Grand Total	$ 14.05	$ 6.50	$ 0.00	68.37 %	31.63 %	00.00 %	$ 20.55	22.15

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Monthly Revenue
(For example only)

IPS GROUP
Parking & Telecommunications

Welcome, Emily Koons Logout
Last Login: 08-28-2012 03:16:53
Customer: Demo

DASHBOARD MAPS ROUTES FINANCE SUMMARY DETAIL TECHNICAL EXCEPTIONS ADMIN MY ACCOUNT

Home - Summary - Monthly Revenue

Search Enter Pole / Terminal

Annual Revenue - Monthly Revenue

Year 2012 SEARCH

Export

Records per page 100

City : Demo

Zone	JAN	FEB	MAR	APR	MAY	JUN	JUL
Demo Default Zone	18.05	0.05	7.70	47.95	31.90	53.55	15.85
Spaces	0.00	0.00	0.00	1.25	0.00	0.00	0.00
Page Total	$ 18.05	$ 0.05	$ 7.70	$ 49.20	$ 31.90	$ 53.55	$ 15.85
Grand Total	$ 18.05	$ 0.05	$ 7.70	$ 49.20	$ 31.90	$ 53.55	$ 15.85

|◀| 1 |▶| Page 1 of 1 (2 items)

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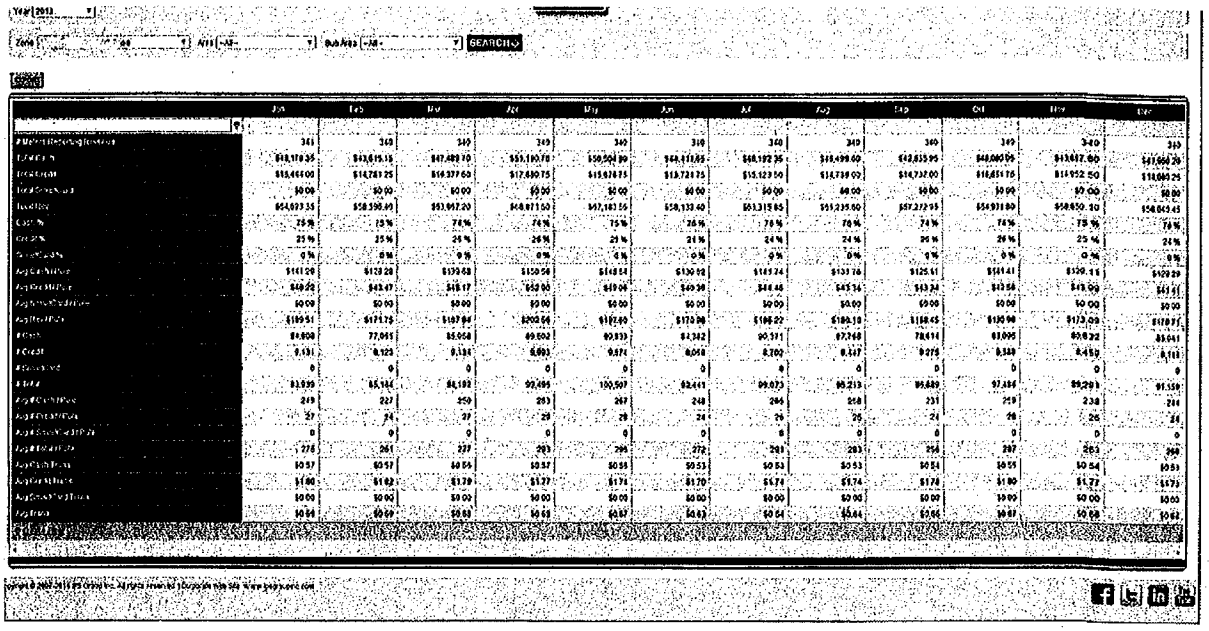
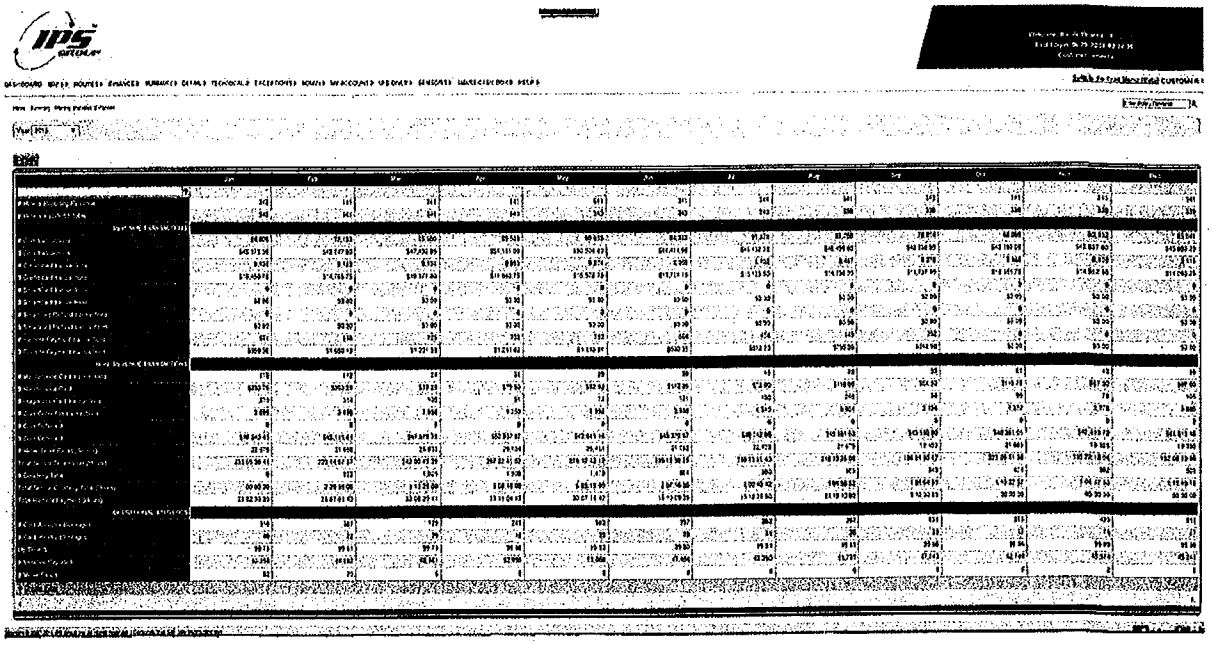
Monthly Statistics
(For example only)



Monthly Statistics Enhanced
(For example only)



Range Summary
(For example only)

Home - Summary - Range Summary

Enter Pole / Terminal

From Date 12/08/2012 From Time 00 : 00

To Date 01/08/2013 To Time 23 : 59 SEARCH

To Date

EXPORT

Records per page 100

City : Del Mar CA

Drag a column header here to group by that column

Zone	Cash ($)	Card ($)	Smart Card ($)	Coin (%)	Credit (%)	Smart Card (%)	Total ($)
[redacted] Default Zone	7,438.85	15,573.00	0.00	32.33	67.67	0.00	23,011.85
Spaces	141.65	246.50	0.00	36.49	63.51	0.00	388.15
Page Total	$ 7,580.50	$ 15,819.50	$ 0.00				$ 23,400.00
Grand Total	$ 7,580.50	$ 15,819.50	$ 0.00				$ 23,400.00

1 Page 1 of 1 (2 items)

Transaction Summary
(For example only)

Home - Summary - Transaction Summary

Enter Pole / Terminal

From Date 01/08/2013 From Time 00 : 00

To Date 01/08/2013 To Time 23 : 59 SEARCH

EXPORT

Records per page 10

Drag a column header here to group by that column

Start Date	Time	Zone	Area	SubArea	Pole	Time Purchased	Coin($)	Credit Card($)	SmartCard($)	Total($)
01/08/2013	16:10:53	[redacted] Default Zone	Beach	Coast Blvd	[redacted]	00:30:00	0.00	1.50	$0.00	$1.50
01/08/2013	16:10:50	[redacted] Default Zone	Beach	Coast Blvd	[redacted]	02:30:00	0.00	7.50	$0.00	$7.50
01/08/2013	16:10:25	[redacted] Default Zone	Beach	Coast Blvd	[redacted]	00:26:00	1.30	0.00	$0.00	$1.30
01/08/2013	16:03:50	[redacted] Default Zone	Beach	Coast Blvd	[redacted]	01:20:00	0.00	4.00	$0.00	$4.00
01/08/2013	15:55:33	[redacted] Default Zone	Beach	Malden Lane	[redacted]	04:00:00	0.00	4.00	$0.00	$4.00
01/08/2013	15:49:01	[redacted] Default Zone	Beach	Coast Blvd	[redacted]	01:20:00	0.00	4.00	$0.00	$4.00
01/08/2013	15:48:10	[redacted] Default Zone	Beach	Coast Blvd	[redacted]	01:20:00	0.00	4.00	$0.00	$4.00
01/08/2013	15:45:24	[redacted] Default Zone	Beach	Coast Blvd	[redacted]	01:40:00	0.00	5.00	$0.00	$5.00
01/08/2013	15:36:20	[redacted] Default Zone	Beach	Coast Blvd	[redacted]	00:02:00	0.10	0.00	$0.00	$0.10
01/08/2013	15:34:49	[redacted] Default Zone	Beach	Coast Blvd	[redacted]	00:07:00	0.35	0.00	$0.00	$0.35
Page Total							$ 1.75	$ 30.00	$ 0.00	$ 31.75
Grand Total							$ 88.80	$ 318.50	$ 0.00	$ 407.30

1 2 3 4 5 6 7 ... 14 15 16 Page 1 of 16 (158 items)

Meter Occupancy Reports
(For example only)

Main Menu | Monthly Occupancy | Range Occupancy

Range Occupancy

From Date: 6/23/2009 From Time: 00:00:00

To Date: 7/23/2009 To Time: 23:59:59 Refresh

City: IPS Group, Zone: Carmel Valley, Area: High Bluff Drive

Polo	Paid (%)
IPS-RFID-01	66.51%
IPS-RFID-02	63.48%
IPS001	65.57%
IPS002	66.47%
IPS003	65.14%
IPS004	62.62%
IPS005	65.23%
IPS006	61.94%
IPS007	61.13%

VEHICLE DETECTION SENSOR REPORTS

Occupancy Report
(For example only)

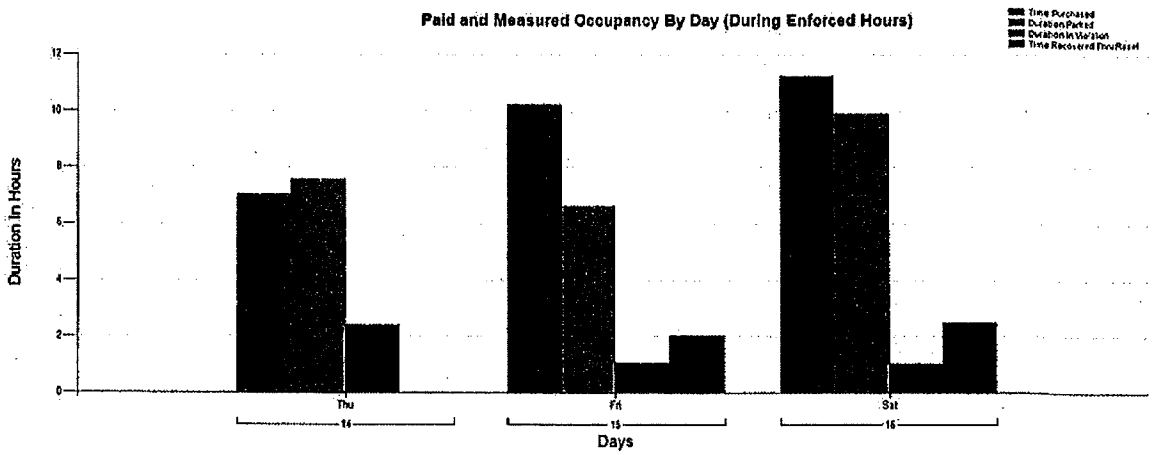
Main Menu | Occupancy Report

Occupancy Report

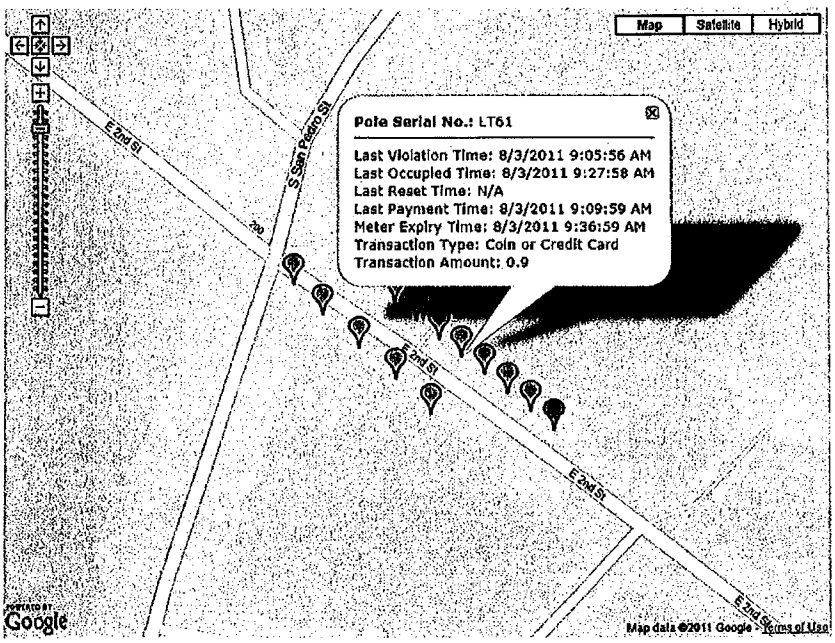
From Date: 6/13/2010 From Time: 00:00:00

To Date: 6/13/2010 To Time: 23:59:59 Refresh

Terminal	Occupancy [min]	% Occupancy	Paid Occupancy [min]	% Paid Occupancy	Meter
0029682	864	61	615	43	LD01
0003007	711	50	625	44	LD02
0029512	845	61	444	32	LD03
0029817	871	61	603	42	LD04



Occupancy Report via *Google Maps*
(For example only)



Available Spaces
Spaces in violation
Non Reporting Spaces
Occupied spaces

Last Updated: 08/03/2011 12:42:16 PM Pacific Time

Certificate of Compliance

This award acknowledges that

Single Space Parking Meter (SSPM)

V 4.1.0

has successfully completed the

Payment Application
Data Security Standard Assessment

performed by

Tevora, Inc.

A Qualified Security Assessor (QSA)

Ray Zadjmool, President
Tevora Business Solutions, Inc.

Valid: October 22 2013
Expires: October 21 2016

This designation is subject to re-qualification at 36-month intervals.
©2013 Tevora, Inc.

Certified Customer Name:	IPS Group
Certified Customer Address:	5601 Oberlin Drive, Suite 100 San Diego, CA 92121
Certified Service Area:	Single Space Parking Meter (SSPM) v 4.1.0
Certified for PA-DSS version:	v 2.0

TEVORA
Business Solutions

This certificate is only issued to organizations that have met PA-DSS Security Standards program requirements.

This certificate is for the sole purpose of indicating compliance with the Payment Card Industry PA-DSS Security Standards program. Tevora Business Solutions makes no express or implied warranty or representations with respect to whether the customer's systems are secure against compromise.

Customers must retain all detailed assessment documentation for review upon request by organizations authorized under PA-DSS Security Standards program. Tevora Business Solutions retains all detailed documentation and working papers in order to comply with PA-DSS Security Standards program requirements.

Customers are responsible for maintaining compliance with the Payment Card Industry PA-DSS Security Standards. Periodic and ongoing reassessments are requirements under the PA-DSS Security Standards program. Significant customer changes may require reassessment.

It is understood that Tevora's assessment represents a point in time interpretation of the customers adherence to the Payment Card Industry PA-DSS Security Standards (v. 2.0) based upon the standardized documents and procedures provided under Payment

This designation is subject to re-qualification at 36-month intervals.
©2013 Tevora, Inc.

Certificate of Compliance

This award acknowledges that

IPS Group

has successfully completed the

Payment Card Industry Assessment

Level 1 Service Provider

performed by

Tevora, Inc.

A Qualified Security Assessor (QSA)

LEVEL 1 PCI CERTIFIED 2014 Onsite Assessment by Tevora

Valid: October 11 2013

Expires: October 10 2014

Ray Zadjmool, President
Tevora Business Solutions, Inc.

This designation is subject to re-qualification at 12-month intervals.

©2013 Tevora, Inc.

Certified Customer Name:	IPS Group
Certified Customer Address:	5601 Oberlin Drive, Suite 100 San Diego, CA 92121
Certified Service Area:	POS Managed Services Payment Gateway Services
Certified Co-Location Sites:	San Diego, CA

TEVORA
Business Solutions

This certificate is only issued to organizations that have met PCI security program requirements.

This certificate is for the sole purpose of indicating compliance with PCI security programs. Tevora, Inc. makes no express or implied warranty or representations with respect to whether the customer's systems are secure against compromise.

Customers must retain all detailed assessment documentation for review upon request by organizations authorized under PCI security programs. Tevora, Inc. retains all detailed documentation and working papers in order to comply with PCI security program requirements.

Customers are responsible for maintaining compliance with the PCI Standard. Periodic and ongoing reassessments are requirements under PCI security programs. Significant customer changes may require reassessment.

It is understood that Tevora's assessment represents a point in time interpretation of the customers adherence to the PCI Data Security Standards (v. 2.0) based upon the standardized documents and procedures provided under PCI security programs.

This designation is subject to re-qualification at 12-month intervals.
©2013 Tevora, Inc.

ACORD®

CERTIFICATE OF LIABILITY INSURANCE

10/19/2014

DATE (MM/DD/YYYY) 7/14/2014

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER
Lockton Insurance Brokers, LLC
License #0F15767
4275 Executive Square, Suite 600
La Jolla CA 92037
(858) 587-3100

CONTACT NAME:
PHONE (A/C, No, Ext):
FAX (A/C, No):
E-MAIL ADDRESS:

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A: National Fire Insurance Co of Hartford	20478
INSURER B: American Casualty Company of Reading, PA	20427
INSURER C: Continental Casualty Company	20443
INSURER D: Valley Forge Insurance Company	20508
INSURER E:	
INSURER F:	

INSURED
1377909
IPS Group, Inc.
5601 Oberlin Drive, Ste. 100
San Diego CA 92121

COVERAGES IPSGR01 CERTIFICATE NUMBER: 13027319 REVISION NUMBER: XXXXXXX

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE X OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: POLICY X PRO-JECT LOC OTHER:	Y	Y	4034371571	10/19/2013	10/19/2014	EACH OCCURRENCE	$ 1,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 500,000
							MED EXP (Any one person)	$ 15,000
							PERSONAL & ADV INJURY	$ 1,000,000
							GENERAL AGGREGATE	$ 2,000,000
							PRODUCTS - COMP/OP AGG	$ 2,000,000
								$
P	AUTOMOBILE LIABILITY ANY AUTO ALL OWNED AUTOS SCHEDULED AUTOS X HIRED AUTOS X NON-OWNED AUTOS	Y	Y	4034371554	10/19/2013	10/19/2014	COMBINED SINGLE LIMIT (Ea accident)	$ 1,000,000
							BODILY INJURY (Per person)	$ XXXXXXX
							BODILY INJURY (Per accident)	$ XXXXXXX
							PROPERTY DAMAGE (Per accident)	$ XXXXXXX
								$ XXXXXXX
C	X UMBRELLA LIAB X OCCUR EXCESS LIAB CLAIMS-MADE DED X RETENTION $ 10,000	N	N	4034371568	10/19/2013	10/19/2014	EACH OCCURRENCE	$ 5,000,000
							AGGREGATE	$ 5,000,000
								$ XXXXXXX
D D	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y/N N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N/A	Y	5093308496 (AOS) 5093308451 (CA)	3/19/2014 3/19/2014	3/19/2015 3/19/2015	X PER STATUTE OTH-ER	
							E.L. EACH ACCIDENT	$ 1,000,000
							E.L. DISEASE - EA EMPLOYEE	$ 1,000,000
							E.L. DISEASE - POLICY LIMIT	$ 1,000,000
A	Tech E&O / Network / Privacy / Media	N	N	4034371571	10/19/2013	10/19/2014	Each Occ. 5,000,000; Agg.: 5,000,000; Ded.: 50,000	

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
RE: RFP14-0312, SINGLE-SPACE PARKING METER MECHANISMS WITH CREDIT CARD ACCEPTANCE, WEB-BASED MANAGEMENT, AND VEHICLE DETECTION SYSTEM. Certificate holder is an Additional Insured to the extent provided by the policy language or endorsement issued or approved by the insurance carrier. Waiver of Subrogation applies per attached endorsement(s) or policy language. 30 Day Notice of Cancellation applies per attached letter.

CERTIFICATE HOLDER
13027319
City of Orlando and its officers,
elected officials, and employees
Procurement and Contracts Division
400 South Orange Avenue, Fourth Floor
Orlando FL 32801

CANCELLATION See Attachments

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

TECHNOLOGY GENERAL LIABILITY EXTENSION ENDORSEMENT

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

Coverage afforded under this extension of coverage endorsement does not apply to any person or organization covered
as an additional insured on any other endorsement now or hereafter attached to this Coverage Part.

1. ADDITIONAL INSURED - BLANKET VENDORS
WHO IS AN INSURED (Section II) is amended to include as an additional insured any person or organization (referred to below as vendor) with whom you agreed, because of a written contract or agreement to provide insurance, but only with respect to "bodily injury" or "properly damage" arising out of "your products" which are distributed or sold in the regular course of the vendors business, subject to the following additional exclusions:

1. The insurance afforded the vendor does not apply to:

a. "Bodily injury" or "property damage" for which the vendor is obligated to pay damages by reason of the assumption of liability in a contract or agreement. This exclusion does not apply to liability for damages that the vendor would have in the absence of the contract or agreement;
b. Any express warranty unauthorized by you;
c. Any physical or chemical change in the product made intentionally by the vendor;
d. Repackaging, except when unpacked solely for the purpose of inspection, demonstration, testing, or the substitution of parts under instructions from the manufacturer, and then repackaged in the original container;

e. Any failure to make such inspections, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of the products;

f. Demonstration, installation, servicing or repair operations, except such operations performed at the vendors premises in connection with the sale of the product;

g. Products which, after distribution or sale by you, have been labeled or relabeled or used as a container, part or ingredient of any other thing or substance by or for the vendor; or

h. "Bodily injury" or "property damage" arising out of the sole negligence of the vendor for its own acts or omissions or those of its employees or anyone else acting on its behalf. However, this exclusion does not apply to:

(1) The exceptions contained in Subparagraphs d. or f.; or
(2) Such inspections, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of the products.

2. This insurance does not apply to any insured person or organization, from whom you have acquired such products, or any ingredient, part or container, entering into, accompanying or containing such products.

3. This provision 1. does not apply to any vendor included as an insured by an endorsement issued by us and made a part of this Coverage Part.

4. This provision 1. does not apply if "bodily injury" or "property damage" included within the "products-completed operations hazard" is excluded either by the provisions of the Coverage Part or by endorsement.

2. MISCELLANEOUS ADDITIONAL INSUREDS
WHO IS AN INSURED (Section II) is amended to include as an insured any person or organization (called additional insured) described in paragraphs 2.a. through 2.h. below whom you are required to add as an additional insured on this policy under a written contract or agreement but the written contract or agreement must be:

1. Currently in effect or becoming effective during the term of this policy; and
2. Executed prior to the "bodily injury," "property damage" or "personal injury and advertising injury," but only the following

persons or organizations are additional insureds under this endorsement and coverage provided to such

with premises you own, rent, or control and to which the insurance applies:

additional insureds is limited as provided herein:

a. Additional Insured - "Your Work"
That person or organization for whom you do work is an additional insured solely for liability due to your negligence specifically resulting from "your work" for the additional insured which is the subject of the written contract or written agreement. No coverage applies to liability resulting from the sole negligence of the additional insured.

The insurance provided to the additional insured is limited as follows:
(1) The Limits of Insurance applicable to the additional insured are those specified in the written contract or written agreement or in the Declarations of this policy, whichever is less. These Limits of Insurance are inclusive of, and not in addition to, the Limits of Insurance shown in the Declarations.
(2) The coverage provided to the additional insured by this
paragraph. 2.a., does not apply to "bodily injury" or "property
damage" arising out of the "products-completed operations
hazard" unless:
(a) It is required by the written contract or written agreement; and

(b) "Bodily injury" or "property damage" included within the
"products-completed operations hazard" is not excluded
either by the provisions of the Coverage Part or by endorsement.
(3) The insurance provided to the additional insured does
not apply to "bodily injury," "property damage," or "personal
and advertising injury" arising out of the rendering or failure
to render any professional services.

b. State or Political Subdivisions

A state or political subdivision subject to the following provisions:

(1) This insurance applies only with respect to the following
hazards for which the state or political subdivision has issued a permit in connection

(a) The existence, maintenance, repair, construction, erection, or removal of advertising signs, awnings, canopies, cellar entrances, coal holes, driveways, manholes, marquees, hoistaway openings, sidewalk vaults, street banners, or decorations and similar exposures; or
(b) The construction, erection, or removal of elevators; or

(2) This insurance applies only with respect to operations performed by you or on your behalf for which the state or political subdivision has issued a permit.

This insurance does not apply to "bodily injury," "property damage" or "personal and advertising injury" arising out of
operations performed for the state or municipality.

c. Controlling Interest

Any persons or organizations with a controlling interest in you but only with respect to their ability arising out of:
(1) Their financial control of you; or
(2) Premises they own, maintain or control while you lease or occupy these premises.
This insurance does not apply to structural alterations, new construction and demolition operations performed by or for such additional insured.

d. Managers or Lessors of Premises
A manager or lessor of premises but only with respect to liability arising out of the ownership, maintenance or use of that specific part of the premises leased to you and subject to the following additional exclusions:

This insurance does not apply to:

(1) Any "occurrence" which takes place after you cease or be a
tenant in that premises; or

(2) Structural alterations, new construction or demolition operations performed by or on behalf of such additional insured.

e. Mortgagee, Assignee or Receiver

A mortgagee, assignee or receiver but only with respect to their liability as mortgagee, assignee, or receiver and arising out of the ownership, maintenance, or use of a premises by you.

This insurance does not apply to structural alterations, new construction or demolition operations performed by

Any insurance provided to an additional insured designated under paragraphs b. through h. above does not apply to "bodily injury" or "property damage" included within the "products-completed operations hazard."

As respects the coverage provided under this endorsement, Paragraph 4.b. SECTION IV -

COMMERCIAL GENERAL LIABILITY CONDITIONS is deleted and replaced with the following:

or for such additional insured.

f. Owners/Other Interests - Land is Leased
An owner or other interest from whom land has been leased by you but only with respect to liability arising out of the ownership, maintenance or use of that specific part of the land leased to you and subject to the following additional exclusions:

This insurance does not apply to:

(1) Any "occurrence" which takes place after you cease to lease that land; or

(2) Structural alterations, new construction or demolition operations performed by or on behalf of such additional insured.

g. Co-owner of Insured Premises

A co-owner of a premises co-owned by you and covered under this insurance but only with respect to the co-owners liability as co-owner of such premises.

h. Lessor of Equipment

Any person or organization from whom you lease equipment. Such person or organization are insureds only with respect to their liability arising out of the maintenance, operation or use by you of equipment leased to you by such person or organization. A person's or organization's status as an insured under this endorsement ends when their written contract or agreement with you for such leased equipment ends.

With respect to the insurance afforded these additional insureds, the following additional exclusions apply:

This insurance does not apply:

(1) To any "occurrence" which takes place after the equipment lease expires; or

(2) To "bodily injury," "property damage," or "personal and advertising injury" arising out of the sole negligence of such additional insured.

4. Other Insurance

b. Excess Insurance

This insurance is excess over:

Any other insurance naming the additional insured as an insured whether primary, excess, contingent or on any other basis unless a written contract or agreement specifically requires that this insurance be either primary or primary and noncontributing. Where required by written contract or agreement, we will consider any other insurance maintained by the additional insured for injury or damage covered by this endorsement to be excess and noncontributing with this insurance.

3. NEWLY FORMED OR ACQUIRED ORGANIZATIONS

Paragraph 3.a. of Section II - Who Is An Insured is deleted and replaced by the following:
Coverage under this provision is afforded only until the end of the policy period or the next anniversary of this policy's effective date after you acquire or form the organization, whichever is earlier.

4. JOINT VENTURES / PARTNERSHIP / LIMITED LIABILITY COMPANY COVERAGE

A. The following is added to Section II - Who Is An Insured:

4. You are an insured when you had an interest in a joint venture, partnership or limited liability company which terminated or ended prior to or during this policy period but only to the extent of your interest in such joint venture, partnership or limited liability company. This coverage does not apply:

a. Prior to the termination date of any joint venture, partnership or limited liability company; or

b. If there is other valid and collectible insurance purchased specifically to insure the partnership, joint venture or limited liability company.

B. The last paragraph of Section II - Who Is An Insured is deleted and replaced by the following:

Except as provided in 4. above, no person or organization is an insured with respect to the conduct of any current or past partnership, joint venture or limited liability company that is not shown as a Named Insured in the Declarations.

5. PARTNERSHIP OR JOINT VENTURES

Paragraph 1.b. of Section II - Who Is An Insured is

h. Discrimination or humiliation that results in injury to the feelings or reputation of a natural person, but only if such discrimination or humiliation is:

(1) Not done intentionally by or at the direction of:

(a) The insured; or

(b) Any "executive officer," director, stockholder, partner, member or manager (if you are a limited liability company) of the insured; and

deleted and replaced by the following:

b. A partnership (including a limited liability partnership) or joint venture, you are an insured. Your members, your partners, and their spouses are also insureds, but only with respect to the conduct of your business.

6. EMPLOYEES AS INSUREDS - HEALTH CARE SERVICES

For other than a physician, paragraph 2.a.(1)(d) of Section II - Who Is An Insured does not apply with respect to professional health care services provided in the course of employment by you.

7. PROPERTY DAMAGE - PATTERNS, MOLDS AND DIES

Paragraphs (3) and (4) of Exclusion j. Damage to Property of SECTION I - EXCLUSIONS do not apply to patterns, molds or dies in the care, custody or control of the insured if the patterns, molds or dies are not being used to perform operations at the time of loss. A limit of insurance of $25,000 per policy period applies to PROPERTY DAMAGE - PATTERNS, MOLDS AND DIES and is included within the General Aggregate Limit as described in SECTION III - LIMITS OF INSURANCE.

The insurance afforded by this provision 7. is excess over any valid and collectible property insurance (including any deductible) available to the insured, and the Other Insurance Condition is changed accordingly.

8. BODILY INJURY

Section V - Definitions, the definition of "bodily injury" is changed to read:

"Bodily injury" means bodily injury, sickness or disease sustained by a person, including death, humiliation, shock, mental anguish or mental injury by that person at any time which results as a consequence of the bodily injury, sickness or disease.

9. EXPANDED PERSONAL AND ADVERTISING INJURY

A. The following is added to Section V - Definitions, the definition of "personal and advertising injury":

(2) Not directly or indirectly related to the employment, prospective employment, past employment or termination of employment of any person or persons by any insured.

B. Exclusions of Section I - Coverage B - Personal and Advertising Injury Liability is amended to include the following:

p. Discrimination Relating To Room, Dwelling or Premises

Caused by discrimination directly or indirectly related to the sale, rental, lease or sub-lease or prospective sale, rental, lease or sub-lease of any room, dwelling or premises by or at the direction of any insured.

q. Fines Or Penalties

Fines or penalties levied or imposed by a governmental entity because of discrimination.

C. This provision 9. (EXPANDED PERSONAL AND ADVERTISING INJURY COVERAGE) does not apply to discrimination or humiliation committed in the states of New York or Ohio. Also, EXPANDED

PERSONAL AND ADVERTISING INJURY COVERAGE does not apply to policies issued in the states of New York or Ohio.

D. This provision 9. (EXPANDED PERSONAL AND ADVERTISING INJURY COVERAGE) does not apply if Section I - Coverage B - Personal And Advertising Injury Liability is excluded either by the provisions of the Coverage Part or by endorsement.

10. MEDICAL PAYMENTS

A. Paragraph 7. Medical Expense Limit, of Section III - Limits of Insurance is deleted and replaced by the following:

7. Subject to 5. above (the Each Occurrence Limit), the Medical Expense Limit is the most we will pay under Section - I - Coverage C

for all medical expenses because of "bodily injury" sustained by any one person. The Medical Expense Limit is the greater of:

(1) $15,000; or

(2) The amount shown in the Declarations for Medical Expense Limit.

B. This provision 10. (Medical Payments) does not apply if Section I - Coverage C Medical Payments is excluded either by the provisions of the Coverage Part or by endorsement.

(3) Property loaned to you;

(4) Personal property in the care, custody or control of the insured;

(5) That particular part of real property on which you or any contractors or subcontractors working directly or indirectly on your behalf are performing operations, if the "property damage" arises out of those operations; or

(6) That particular part of any property that must be restored, repaired or replaced because "your work" was incorrectly performed on it.

C. Paragraph 1.a.(3)(2) of Section I - Coverage C - Medical Payments, is replaced by the following:

The expenses are incurred and reported to us within three years of the date of the accident; and

11. SUPPLEMENTARY PAYMENTS

A. Under Section I - Supplementary Payments - Coverages A and B, Paragraph 1.b., the limit of $250 shown for the cost of bail bonds is replaced by $2,500:

B. In Paragraph 1.d., the limit of $250 shown for daily loss of earnings is replaced by $1,000.

12. PROPERTY DAMAGE - ELEVATORS

With respect to Exclusions of Section I - Coverage A, paragraphs (3), (4) and (6) of Exclusion j. and Exclusion k. do not apply to the use of elevators.

The insurance afforded by this provision 12. is excess over any valid and collectible property insurance (including any deductible) available to the insured, and the Other Insurance Condition is changed accordingly.

13. LEGAL LIABILITY - DAMAGE TO PREMISES

A. Under Section I - Coverage A - Bodily Injury and Property Damage 2. Exclusions, Exclusion j. is replaced by the following.

"Property damage" to:

(1) Property you own, rent, or occupy, including any costs or expenses incurred by you, or any other person, organization or entity, for repair, replacement, enhancement, restoration or maintenance of such property for any reason, including prevention of injury to a person or damage to another's property;

(2) Premises you sell, give away or abandon, if the "property damage" arises out of any part of those premises;

6. Subject to 5. above, the Damage To Premises Rented To You Limit is the most we will pay under Coverage A for damages because of "property damage" to any one premises while rented to you or in the case of damage by fire, lightning, explosion, smoke, or leakage from automatic fire protective systems, while rented to you or temporarily occupied by you with the permission of the owner. The Damage To Premises Rented To You Limit is the greater of:

a. $500,000; or

b. The Damage To Premises Rented To You Limit shown in the Declarations.

Paragraph (2) of this exclusion does not apply if the premises are "your work" and were never occupied, rented or held for rental by you.

Paragraphs (1), (3) and (4) of this exclusion do not apply to "property damage" (other than damage by fire, lightning, explosion, smoke, or leakage from automatic fire protective systems) to premises including the contents of such premises, rented to you for a period of 7 or fewer consecutive days.

A separate limit of insurance applies to Damage To Premises Rented To You as described in Section III - Limits Of
Insurance.

Paragraphs (3), (4), (5) and (6) of this exclusion do not apply to liability assumed under a sidetrack agreement. Paragraph (6) of this exclusion does not apply to "property damage" included in the "products-completed operations hazard."

B. Under Section I - Coverage A - Bodily Injury and Property Damage the last paragraph of 2. Exclusions is deleted and replaced by the following.

Exclusions c. through n. do not apply to damage by fire, lightning, explosion, smoke, or leakage from automatic fire protective systems to premises while rented to you or temporarily occupied by you with permission of the owner.

A separate limit of insurance applies to this coverage as described in Section III - Limits Of Insurance.

C. Paragraph 6. Damage To Premises Rented To You Limit of Section III - Limits Of Insurance is replaced by the following:

16. BROAD KNOWLEDGE OF OCCURRENCE

You must give us or our authorized representative notice of an "occurrence," offense, claim, or "suit" only when the "occurrence," offense, claim or "suit" is known to :

(1) You, if you are an individual;

(2) A partner, if you are a partnership;

(3) An executive officer or the employee designated by you to give such notice, if you are a corporation; or

(4) A manager, if you are a limited liability company.

17. NOTICE OF OCCURRENCE

D. Paragraph 4.b.(1)(b) of Section IV - Commercial General Liability Conditions is deleted and replaced by the following:

(b) That is property insurance for premises rented to you or temporarily occupied by you with the permission of the owner; or

E. This provision 13. (LEGAL LIABILITY - DAMAGE TO PREMISES) does not apply if Damage To Premises Rented To You Liability under Section I - Coverage A is excluded either by the provisions of the Coverage Part or by endorsement.

14. NON-OWNED WATERCRAFT

Under Section I - Coverage A - Bodily Injury and Property Damage, Exclusion 2.g., subparagraph (2) is deleted and replaced by the following.

(2) A watercraft you do not own that is:

(a) Less than 55 feet long; and

(b) Not being used to carry persons or property for a charge.

15. NON-OWNED AIRCRAFT

Exclusion 2.g. of Section I - Coverage A - Bodily Injury and Property Damage, does not apply to an aircraft you do not own, provided that:

1. The pilot in command holds a currently effective certificate issued by the duly constituted authority of the United States of America or Canada, designating that person as a commercial or airline transport pilot;
2. It is rented with a trained, paid crew; and
3. It does not transport persons or cargo for a charge.

The following is added to paragraph 2. of Section IV - Commercial General Liability Conditions - Duties in The Event of Occurrence, Offense Claim or Suit:

Your rights under this Coverage Part will not be prejudiced if you fail to give us notice of an "occurrence," offense, claim or "suit" and that failure is solely due to your reasonable belief that the "bodily injury" or "property damage" is not covered under this Coverage Part. However, you shall give written notice of this "occurrence," offense, claim or "suit" to us as soon as you are aware that this insurance may apply to such "occurrence," offense claim or "suit."

18. UNINTENTIONAL FAILURE TO DISCLOSE HAZARDS

Based on our reliance on your representations as to existing hazards, if unintentionally you should fail to disclose all such hazards at the inception date of your policy, we will not deny coverage under this Coverage Part because of such failure.

19. EXPECTED OR INTENDED INJURY

Exclusion a. of Section I - Coverage A - Bodily Injury and Property Damage Liability is replaced by the following:

a. "Bodily injury" or "property damage" expected or intended from the standpoint of the insured. This exclusion does not apply to "bodily injury" or "property damage" resulting from the use of reasonable force to protect persons or property.

20. LIBERALIZATION CLAUSE

If we adopt a change in our forms or rules which would broaden coverage provided under this endorsement without an additional premium charge, your policy will automatically provide the additional coverages as of the date the revision is effective in your state.

LOCKTON®

July 14, 2014

City of Orlando and its officers,
elected officials, and employees
Procurement and Contracts Division
400 South Orange Avenue, Fourth Floor

Orlando, FL 32801

Re: Notice of Cancellation Clause

To Whom It May Concern:

As a service to our valued client, Lockton will provide at least thirty (30) days notice of cancellation to the certificate holder listed on the attached Acord 25 certificate of insurance should any of the policies described on the attached certificate be 1) cancelled by the insurer, other than for non-payment of premium (10 day notice for non-payment/non-reporting), and 2) cancelled more than 30 days prior to the expiration date of the policy (if such cancellation occurs less than 30 days prior to expiration, Lockton will provide as much prior notice as practicable).

If notice is mailed, proof of mailing notice to the certificate holder to the postal mailing address as shown in the schedule will be sufficient proof of notice.

Thank you and please contact our office if you have any questions.

Regards,

David Burgos
Assistant Vice President
Lockton Insurance Brokers

Attachment Code: D463006
Certificate ID: 13027319

POLICY NUMBER
4034371554

INSURED NAME AND ADDRESS
IPS GROUP, INC
5601 OBERLIN DRIVE
SUITE 100
SAN DIEGO, CA 92121

POLICY CHANGES
CA 2048 DESIGNATED INSURED

This Change Endorsement changes the Policy. Please read it carefully. This Change Endorsement is a part of your Policy and takes effect on the effective date of your Policy, unless another effective date is shown.

The following Form has been added:

Form #: CA2048 Title: Designated Insured

Any person or organization you have agreed in a written contract or written agreement to add as an additional insured on this Coverage Part, provided the written contract or written agreement was executed prior to:
a. The "bodily injury" or "property damage"; or
b. The offense that caused the "personal and advertising injury
for which the additional insured seeks coverage under this Coverage Part.
The written contract or written agreement must pertain to your ongoing operations for the additional insured, and must specifically require additional insured status according to the provisions of CG 20 48.
But notwithstanding the above, no person or organization is an additional insured for professional architectural or engineering services provided at or for the Location(s) of Covered Operations.

G-56015-B (ED. 11/91)

Attachment Code: D495275
Certificate ID: 13027319

POLICY NUMBER
4034371571

INSURED NAME AND ADDRESS
IPS Group, Inc. 5601 Oberlin Drive, Ste. 100
San Diego , CA
92121

POLICY CHANGES
SCHEDULE CG 24 04

This change Endorsement changes the policy. Please read it carefully.
This change Endorsement is a part of your policy and takes effect on the effective date of your Policy, unless another effective date is shown.

CG 24 04 SCHEDULE

Name of Person Or Organization:

Any person or organization with whom you have agreed in writing in a contract or agreement to waive any right of recovery against such person or organization, but only if the contract or agreement:

1. Is in effect or becomes effective during the term of this policy; and

2. Was executed prior to loss.

©Insurance Services Office, Inc., 2008

Attachment Code: D495300
Certificate ID: 13027319

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

WAIVER OF TRANSFER RIGHTS OF RECOVERY AGAINST OTHERS

This endorsement modifies insurance provided under the following:

BUSINESS AUTO

SCHEDULE

Name of Person or Organization:

Any person or organization for whom or which you are required by written contract or agreement to obtain this waiver from us. You must agree to that requirement prior to loss.

(If no entry appears above, information required to complete this endorsement will be shown in the Declarations as applicable to this endorsement.)

We waive any right of recovery we may have against the person or organization shown in the Schedule because of payments we make for the injury or damage. This injury or damage must arise out of your activities under a contract with that person or organization. The waiver applies only to the person or organization shown in the Schedule.

Attachment Code: D495616
Certificate ID: 13027319

WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule. (This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.)

This agreement shall not operate directly or indirectly to benefit anyone not named in the Schedule.

SCHEDULE

ANY PERSON OR ORGANIZATION ON WHOSE BEHALF YOU ARE REQUIRED TO OBTAIN THIS WAIVER OF OUR RIGHT TO RECOVER FROM UNDER A WRITTEN CONTRACT OR AGREEMENT. THIS ENDORSEMENT DOES NOT APPLY IN NEW JERSEY.

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.

(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)

Endorsement Effective: 3/19/2014 Effective Policy No.5093308496 (AOS)

Insured: IPS Group, Inc.

Premium $

Insurance Company: Valley Forge Insurance Company

Copyright 1983 National Council on Compensation Insurance.

SINGLE-SPACE

PARKING METERS

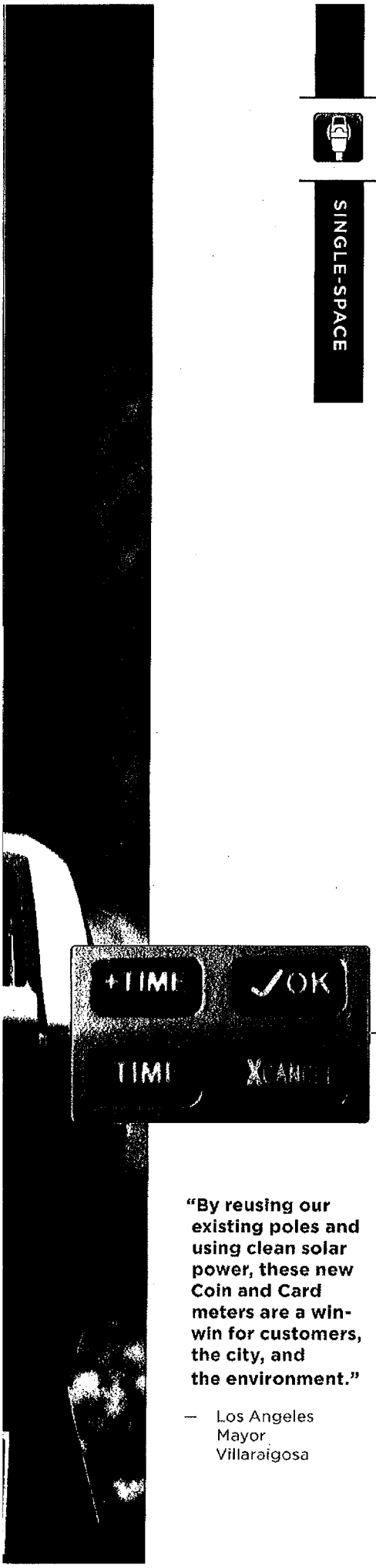
M5™

IPS GROUP™

SINGLE-SPACE

PARKING METERS

IPS single-space meters provide customers and their patrons with a simple and consistent parking user experience, which is more cost effective, customer friendly, and more reliable than alternatives. The patented IPS solution uniquely provides a credit card enabled single-space meter mechanism that retrofits into your current on-street parking meter housing. IPS smart meters offer multiple payment options (credit/debit card, contactless payment, coins, smart card, and tokens), access to real-time data, solar power technology, and a comprehensive web-based management system.

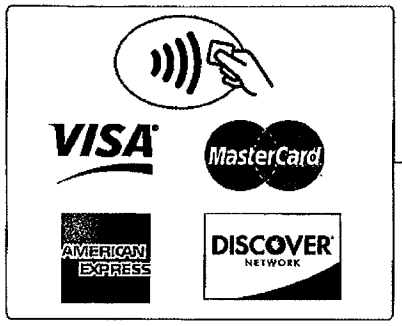


"By reusing our existing poles and using clean solar power, these new Coin and Card meters are a win-win for customers, the city, and the environment."

— Los Angeles Mayor Villaraigosa

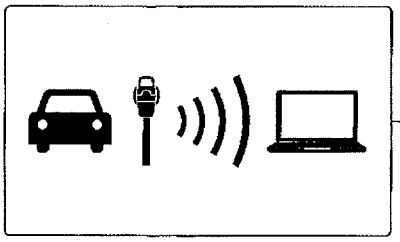
PHYSICAL

- Universal single-space meter mechanism retrofits almost all single-space meter housings, including: Duncan, MacKay, and POM
- Easy retrofit installation takes less than 15 seconds and requires zero modifications to existing housing
- Mechanism is protected by zinc alloy meter dome and UV resistant anti-fog Lexan cover
- Key pad has four easy-to-read mechanical buttons for intuitive payment navigation which are rated at more than 250,000 cycles
- Tri-colored LED lights on front and back of meter alert enforcement officers of meter status: paid (green), unpaid (red), and meter fault (yellow)
- Vandal resistant coin slot/chute allows for worry free operation and quick servicing
- Meters use an environmentally friendly solar panel and combination rechargeable/back-up battery pack to maximize ongoing power
- Proven to operate under varying environmental conditions: snow, sleet, rain, humidity, dust storms, and in extreme cold and heat
- RFID Technology – Not only is meter inventory 100% accurate, but even if you swap a meter, RFID technology will automatically identify the meter location and download the correct operating parameters for the exact meter location



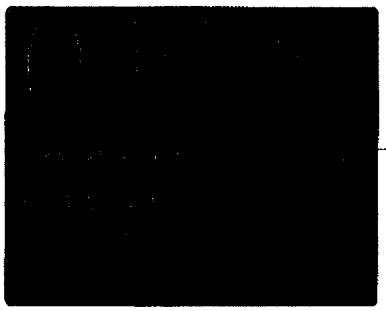
PAYMENT OPTIONS

- Meters accept payment with credit/debit card, coins, tokens, and smart card at the meter terminal
- Optional contactless payment and NFC applications
- Integrates with pay-by-cell applications for additional customer convenience options
- PA-DSS and Level 1 PCI-DSS certification ensures secure credit card transactions for customers



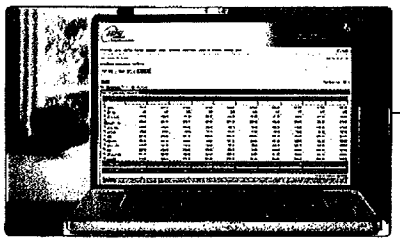
WIRELESS

- Meters communicate wirelessly via the cellular network and are connected to a web based management system
- No additional communication hardware needs to be installed other than meter mechanism
- No additional customer software other than an internet browser is needed to access the management system
- Meters wirelessly notify parking operations staff of any faults, such as card reader or coin validator jam, via text message, email, or both



GRAPHICAL DISPLAY

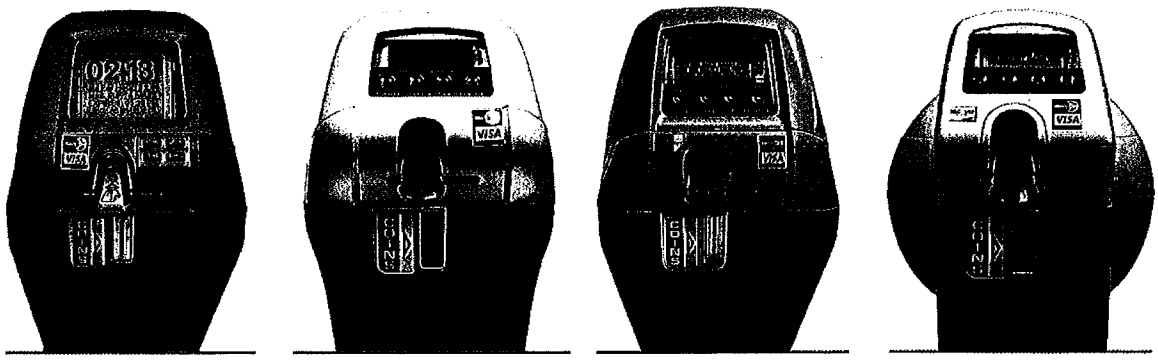
- Large 160 X 160 pixel backlit LCD operates at temperatures of -40°F to +185°F (-40°C to +85°C)
- Display toggles between multiple screens which can display metered time, parking rates, maximum stay period messages, current time of day (including when meter will expire), and other alpha-numeric or graphical messages depending on the status of the meter
- Remote programming via web-based management system
- In the event of a coin jam, meter will continue to allow payment via credit/debit card, smart card, or pay-by-cell and will display "Cards Only, No Coins" on the display and the message is reversed if there is a card reader jam



CENTRALIZED DATA MANAGEMENT SYSTEM

- Meter communicates wirelessly via the cellular network to a central data management system
- Ability to integrate with other meter, enforcement, and third party management systems
- Comprehensive set of financial and technical reports, and administrative tools
- Revenue and payment information available in real-time to validate parking enforcement
- Wireless integration of vehicle detection sensors and smart cash collection system for additional enforcement features and parking operations analysis

PROVEN PARKING METER RETROFIT



NEW Model M5 | **Model 132** | **Model 147** | **Model 795**

Scan to view install video

Operational within seconds. The IPS Single-Space Parking Meter is engineered to be a direct replacement upgrade that fits into the city's existing single-space housings. Simply remove the original top and mechanism and replace it with the new ones. The meters will be operational within seconds, thereby minimizing installation time, cost and risk.

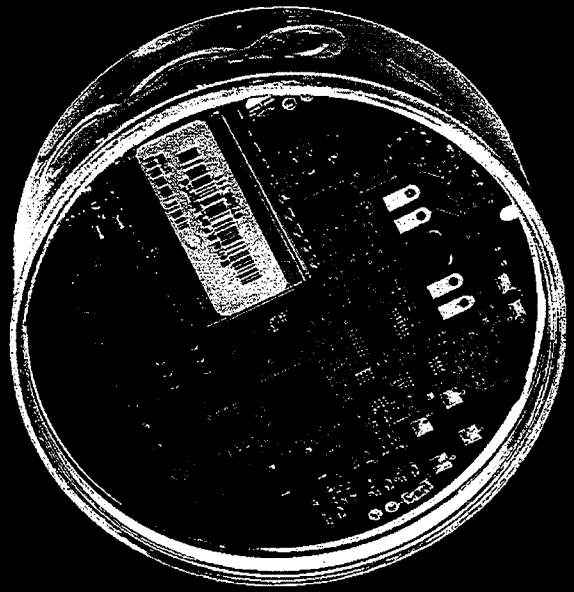
Let us prove it to you with a risk-free 90 day field trial.

IPS™ GROUP
Parking & Telecommunications

We are a design, engineering and manufacturing company focused on ultra-low power wireless telecommunications and parking technologies. With installations across the US and Canada, we've quickly grown to be the leading supplier of single-space credit card enabled parking meters, vehicle detection sensors, and parking management software. We are continually developing new and innovative technologies to meet customer's needs and ensure our products are supported by an outstanding customer service team.

For more information about IPS Group's dynamic parking solution, please visit our website www.ipsgroupinc.com

Call for an on-site demo: **858.404.0607** | Toll Free: **877.630.6638**



VEHICLE DETECTION SENSORS

VEHICLE DETECTION

SENSORS

IPS Vehicle Detection Sensors provide a reliable detection system for the presence and absence of a vehicle in a parking space. The IPS sensor uniquely directs all sensing information via the IPS parking meter cellular communications backbone, saving customers the hassle of installing additional network equipment and dramatically reduces the cost of ownership.

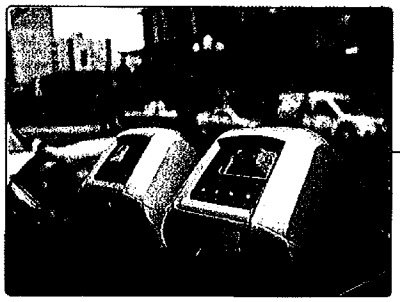
The IPS sensor uses multiple sensing technologies to detect large metal objects. Its unique design provides the most accurate data on the sensor market and allows for quick installation and servicing.

"Thanks to visionaries like Donald Shoup, cities are discovering the power of demand based pricing and realizing the true value of their on-street parking by utilizing smart parking meters and sensors to collect valuable data."

— Dave King,
CEO IPS Group

FEATURES

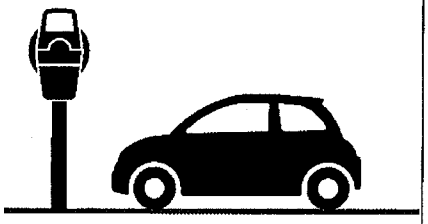
- Sensor is wirelessly paired with an IPS parking meter to detect the presence or absence of a vehicle
- Sensors are 3" in diameter and 7/8" in height and weigh .14 kg (0.3lbs)
- Sensor is fully encapsulating and contains the power source and antenna for a completely wireless solution
- Power is maintained by an integrated lithium battery pack for maximum battery life
- IPS utilizes an air/water tight sensor housing, which allows sensor to be easily removed or serviced in the field



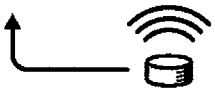
Sensor alerts meter when vehicle arrives/departs

SENSING METHODOLOGY

IPS Vehicle Detection Sensors use multiple sensing elements to produce maximum sensor sensitivity. A ferrous object, such as a vehicle's engine block, alters the local magnetic field surrounding the sensor. As a car pulls into a parking space, the sensor detects the change in the magnetic field and relays the information to the IPS parking meter. The sensor can be fine tuned to register a movement of a vehicle in a specific space; increasing accuracy and making data received more valuable.

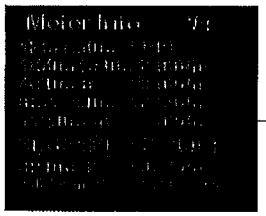


Underground & wirelessly communicates to corresponding meter



INSTALLATION

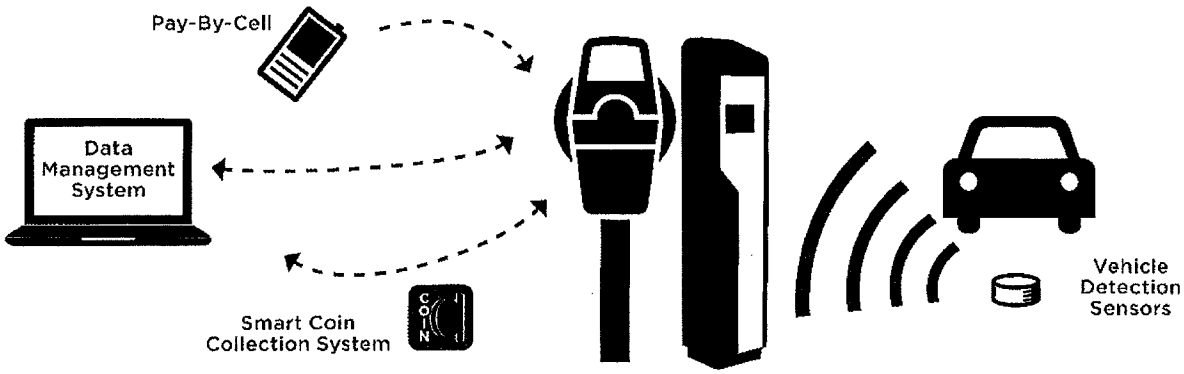
Sensor installation is easy and can be done in coordination between City and IPS staff. For best performance, sensors are installed below-grade, typically 2-3 inches below the surface. For the most accurate results, sensors should be installed under the area where the engine of the car is expected to be.



BENEFITS

- Sensor communicates directly to IPS meter rather than a mesh communication network, providing the most reliable communication transmission available at a significantly lower cost
- Real-time occupancy data is available via web-based data feed, supporting maps and smartphone applications
- Supports anti-meter feeding policies
- Option to reset meter when car pulls away (Scan QR code for a demonstration)
- Provides cost effective option to implement demand based pricing strategies
- Ability to add courtesy time on the meter, which gives motorists free time when they first pull into a space

IPS PRODUCT FAMILY



The IPS solution utilizes wireless technology to allow meters and sensors to talk to one another and then transfer data to a centralized data management system.
IPS parking meters work as a team with vehicle detection sensors and our web-based Data Management System (DMS) to help customers effectively evaluate parking trends and adjust programs accordingly. Cities are able to quickly upgrade existing meters, easily track revenue, send enforcement directly to vehicles in violation, and improve the efficiency of overall parking operations; all while holding customer satisfaction at a premium.

Let us prove it to you with a risk-free 90 day field trial.

IPS™ GROUP
Parking & Telecommunications

We are a design, engineering and manufacturing company focused on ultra-low power wireless telecommunications and parking technologies. With installations across the US and Canada, we've quickly grown to be a leading supplier of single-space credit card enabled parking meters, multi-space pay stations, vehicle detection sensors, and parking management software. We are continually developing new and innovative technologies to meet customer's needs and ensure our products are supported by an outstanding customer service team.

For more information about IPS Group's dynamic parking solution, please visit our website www.ipsgroupinc.com

Call for an on-site demo: **858.404.0607** | Online: **ipsgroupinc.com**

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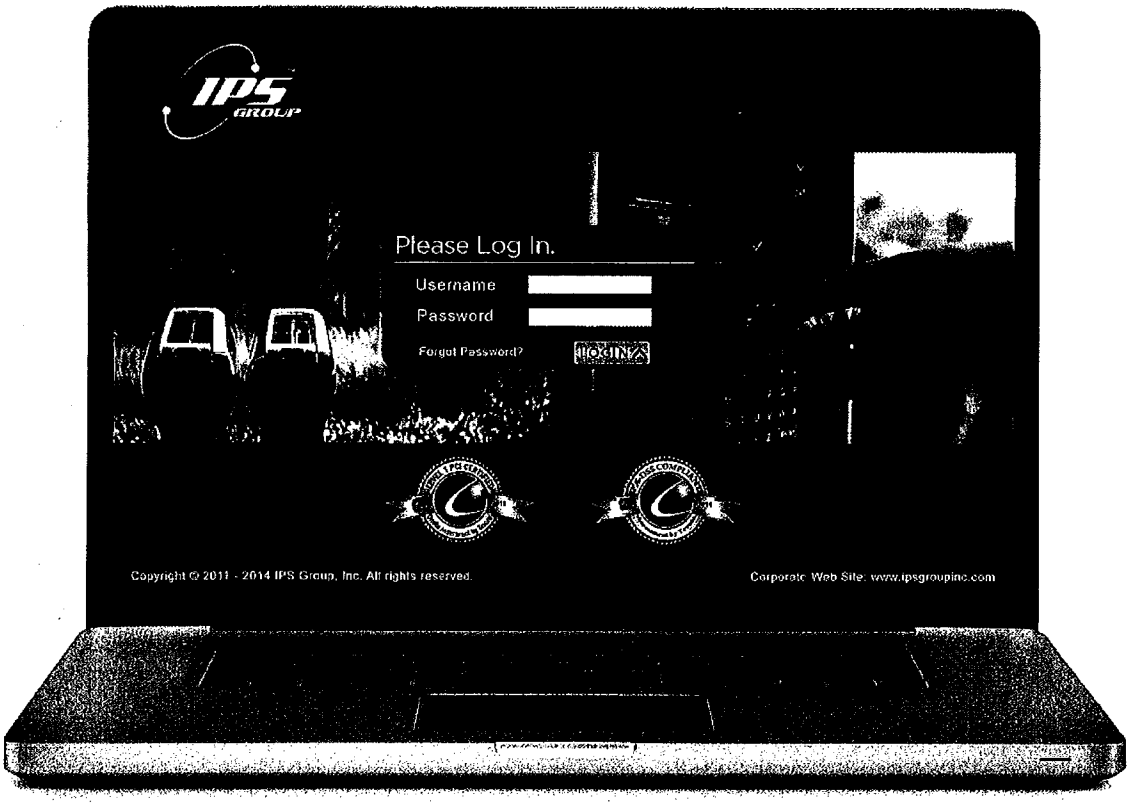
WEB-BASED

DATA MANAGEMENT



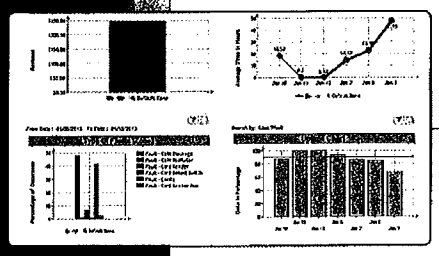
IPS GROUP™

WEB-BASED

DATA MANAGEMENT SYSTEM

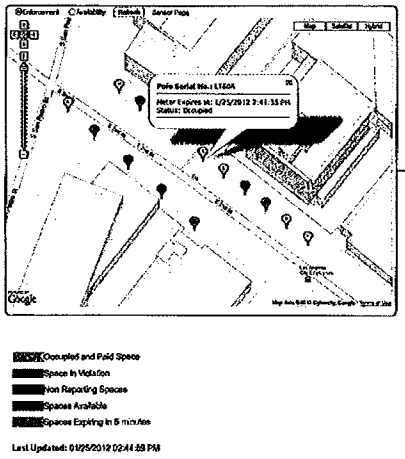
The IPS Data Management System (DMS) is a real-time, web-based application that allows parking professionals to remotely monitor their parking network from anywhere, at any time. A comprehensive set of financial, technical, and administrative reporting features and remote meter configuration make this system both intuitive and powerful. The DMS allows managers to seamlessly integrate parking meters, vehicle detection sensors, pay-by-cell, and other smart technology suite applications.

All reports can be exported into various formats, including XLS, CSV and PDF



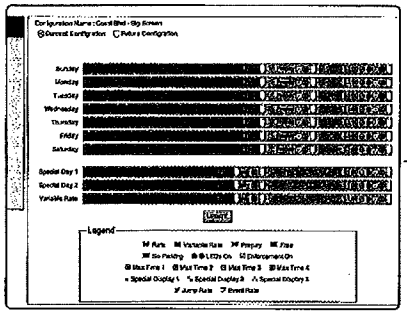
FINANCIAL REPORTS

- Provide real-time financial information on meters, sensors, and smart coin collection system
- Ability to individually audit each meter for revenue and coin content
- Meters are logically grouped to clearly display revenue of a particular city block, street, or neighborhood for easy rate evaluation
- Monthly statistics report provides a summary of all transactions for the year by month
- Pole transaction detail report assists in parking ticket adjudication by displaying the date/time and amount of time purchased, in addition to transaction type



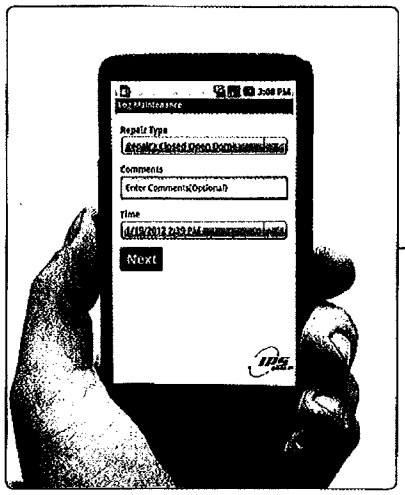
TECHNICAL REPORTS

- Provides real-time information and live alerts on the status of meters and sensors, including battery status, occupancy status, full coin box, and any faults such as coin or credit card jams
- View detailed events for each meter, including every transaction, operational status and maintenance logs
- Easily monitor the health of the meter's power systems, such as battery voltages and solar voltages



ADMINISTRATIVE TOOLS

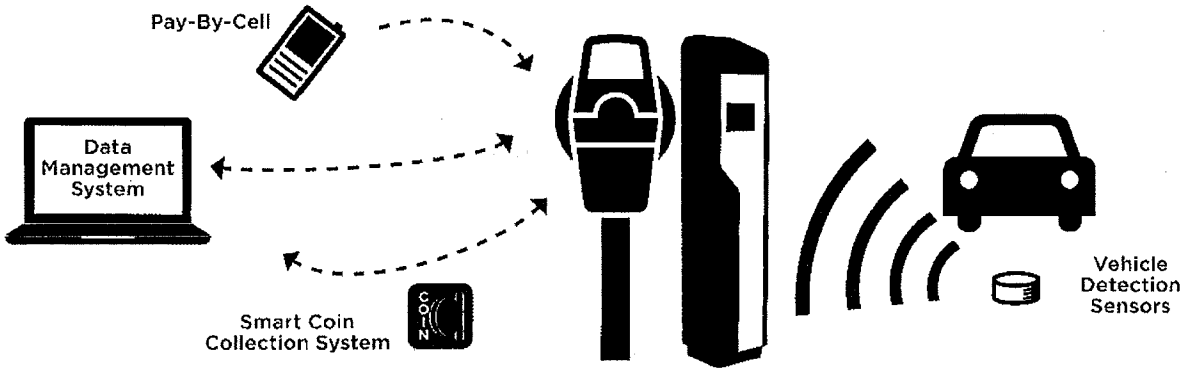
- Notification alerts regarding faults and status of meters are distributed to staff via email, text message, or both to increase meter up-time and help improve program efficiency
- Installation and inventory reports provide accurate inventory control and asset management
- Meter configuration tools allow for easy adjustment of rates, hourly settings, and parking exceptions
- User profiles are created to control and monitor user access to the Data Management System



UTILITY APPLICATION

- Available for Android OS and Apple iOS
- View current maintenance requirements and log all service activity on your smart phone
- Easily create a customized list for fault logging using current City standards
- Ability to change configurations and swap RFID tags remotely
- Review meter fault list in-the-field and be directed to identified meters

IPS PRODUCT FAMILY



The IPS solution utilizes wireless technology to allow meters and sensors to talk to one another and then transfer data to a centralized data management system.
IPS parking meters work as a team with vehicle detection sensors and our web-based Data Management System (DMS) to help customers effectively evaluate parking trends and adjust programs accordingly. Cities are able to quickly upgrade existing meters, easily track revenue, send enforcement directly to vehicles in violation, and improve the efficiency of overall parking operations; all while holding customer satisfaction at a premium.

Let us prove it to you with a risk-free 90 day field trial.

IPS™ GROUP
Parking & Telecommunications

We are a design, engineering and manufacturing company focused on ultra-low power wireless telecommunications and parking technologies. With installations across the US and Canada, we've quickly grown to be a leading supplier of single-space credit card enabled parking meters, multi-space pay stations, vehicle detection sensors, and parking management software. We are continually developing new and innovative technologies to meet customer's needs and ensure our products are supported by an outstanding customer service team.

For more information about IPS Group's dynamic parking solution, please visit our website www.ipsgroupinc.com

Call for an on-site demo: **858.404.0607** | Online: **ipsgroupinc.com**

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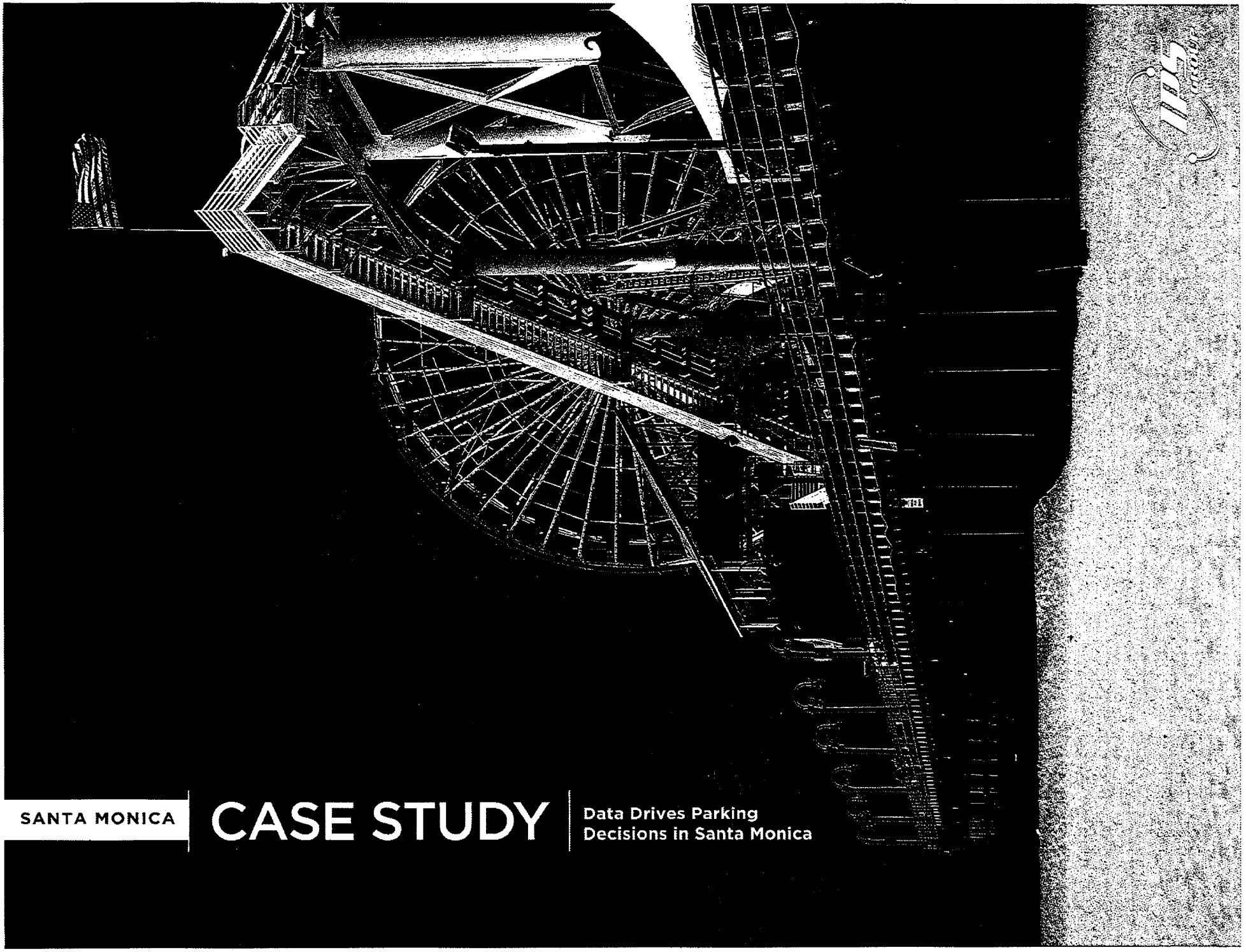
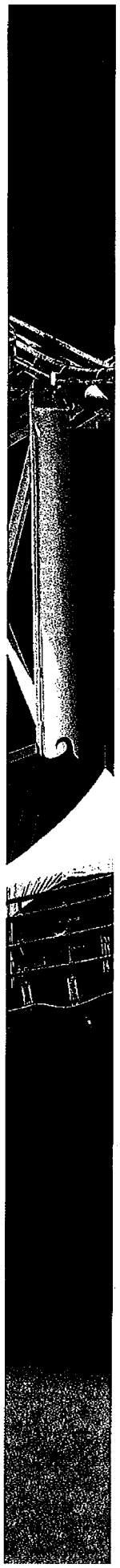


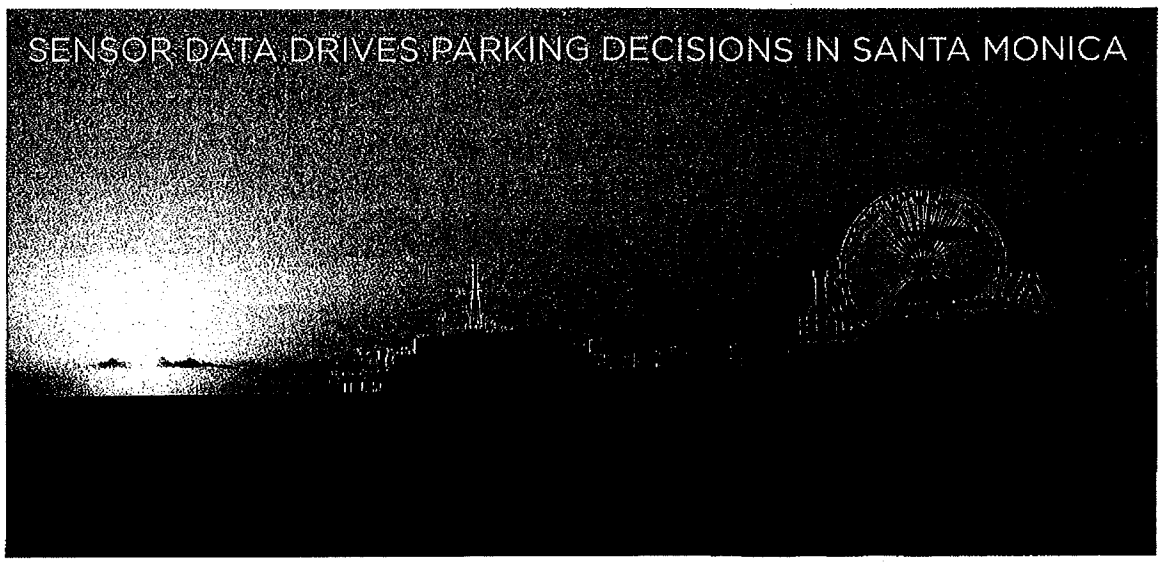
SANTA MONICA

CASE STUDY

Data Drives Parking Decisions in Santa Monica



SENSOR DATA DRIVES PARKING DECISIONS IN SANTA MONICA



Employing Technology to Solve Parking Challenges

Santa Monica is a quintessential Southern California beach city, home to the world famous Santa Monica Pier and a vibrant downtown area. Each year, more than 20 million vehicles transcend on 8.5 square miles and nearly 12 million of those vehicles park at the City's parking meters.

The high volume of meter traffic, limited personnel and financial resources presented challenges for the City. With only three meter technicians to service nearly 6,000 meters, the City needed a cutting edge parking solution. Even a simple rate change using the existing coin-only meters would need to be manually reprogrammed by just three technicians – a daunting and time-consuming task. As such, Frank Ching, Parking Administrator for the City of Santa Monica, turned to technology to solve the City's parking problem. In April 2011 the City enlisted vendors to install their latest parking technologies for a trial. As the only single space parking meter vendor able to meet the City's request, IPS Group, Inc. installed a trial of 150 solar-powered single-space parking meters and 150 in-ground Vehicle Detection Sensors in high traffic areas of downtown Santa Monica. The meters provided additional payment options such as credit/debit card, smart card and pay-by-cell payment. Within minutes of their initial use, data began to pour into the City's Data Management System which is a state-of-the-art web-based management system that the City used to gather information on occupancy, average length of stay, and turnover rates.

Smart Parking Meters Provide Additional Functionality

Following the successful trial of the meters, the City procured 6,000 single-space parking meters and 6,000 sensors from IPS - one of the largest deployments of sensors in the US. The installation was completed in just two months, averaging 600+ installed meters per week. The sensor, which is installed underneath the ground, communicates directly with the meter and data is transferred using the available cellular link inside the meter. The meter and sensor work together to provide a wealth of information to the City while also providing some unique features.

Since the installation of the meters, credit card usage has steadily increased. Prior to the deployment of the IPS smart parking meters, credit card usage in the City ranged from 30-37% per month on average. In January 2013, the City recorded its highest rate when 67% of all meter transactions were made by credit card. The trend toward electronic payment has proven to be a win-win for both the City and motorists. When presented with additional payment options, parkers are more likely to pay for the maximum amount of time needed since they are not limited by the number of coins they have in their pocket. In addition, credit card payment is more convenient for the motorist and less expensive for the City – because there are fewer coins in the meter, less frequent coin collection by City staff is required. Furthermore, less frequent coin collection decreases carbon emissions from vehicles used to collect coins which is better for the environment.

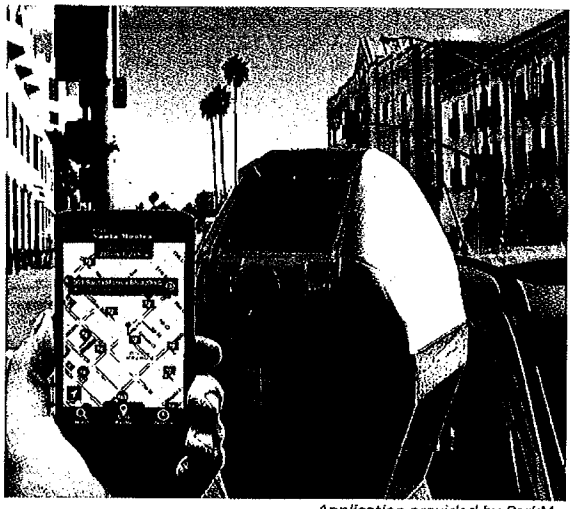
The IPS meter-sensor solution offered additional functionalities to the City. Looking to generate higher turnover in popular downtown areas, the City chose to implement the anti-meter feeding function of the smart parking meters. When this function is enabled, motorists are not able to "feed" the meter beyond the allowed two hour time limit, which discourages motorists from parking at the meter for the entire day. The City's embedded sensors detect when a car has not been moved within the imposed time limit and alert the meter to refuse additional payment. Drivers are forced to move their vehicles or risk getting a ticket. The downtown merchants have welcomed the new technology and reported increased business resulting from higher meter turnover.

Another capability realized by the smart parking meters is the ability to "reset" the meters. Once a vehicle has left the parking space, the meter will be reset to zero. The incoming vehicle will then be responsible for their appropriate parking fare. "We employed the reset feature in order to hold people accountable for their own parking," says Anthony Mazeika, Parking Operations Specialist for the City of Santa Monica. This function alone contributed an additional 10% to parking meter revenues.

The Results

The program's results have been impressive. Since deploying the IPS meters, meter uptime has averaged 99.8%. In the event that a meter requires maintenance, an alert is generated in the Data Management System and a text message or email is sent to one of the meter techs. There is no need to wait for a customer to call in. Rate changes and demand-based pricing can be implemented remotely via the Data Management System which relieves some of the burden on the City's three meter technicians. Contested citations are also down because coin jams are quickly resolved and data is available to verify whether a parking fare was paid or not. Revenue has increased nearly 40%, due to the additional payment options and the reset function. In fact the increase in revenue paid for the entire parking modernization program in just 12 months.

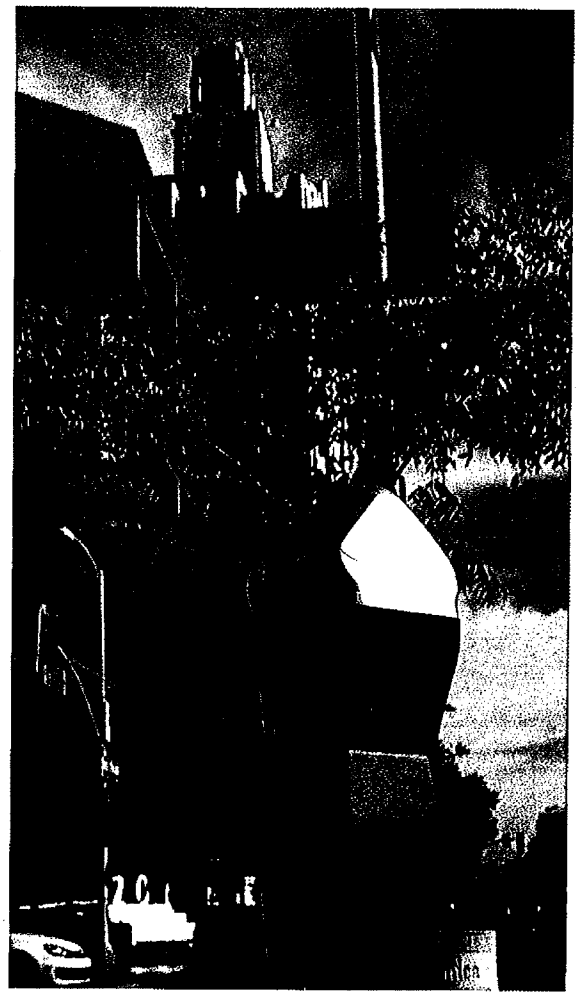
Although the City has realized financial benefits from the installation of the credit-card enabled meters, Ching feels that the wealth of data the sensors and meters provide is invaluable: "These little things are going to leave a legend behind."



Application provided by ParkMe

Highlights

- Since meter installation the City's parking meter revenue has increased by **40%**
- Uptime has improved to **99.8%**
- Sensor reset option has added an additional **10%** in revenue
- Credit card usage is up to **67%**



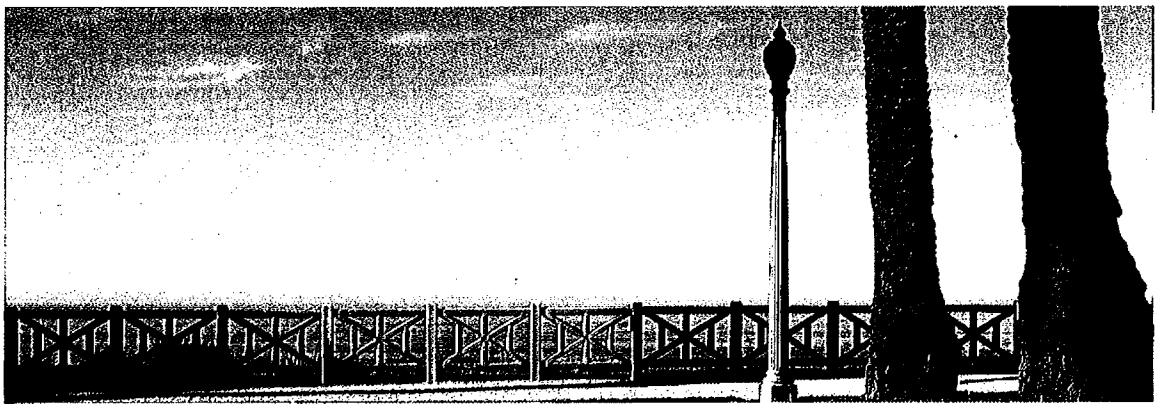
Looking Ahead

Faced with a high demand and limited parking resources, the City of Santa Monica turned to IPS Group which proved to be the only vendor capable of meeting the City's needs. Santa Monica was among the first to deploy vehicle detection sensors on a large scale. The City's upgrade of outdated parking technology and the implementation of new data-driven policies will assist the City in meeting its objective of becoming the most customer friendly city on the coast. Future plans include implementing a universal smart card to pay for all parking, transportation, and purchases at partner merchants throughout the City.

The successful deployment of cutting-edge meter and sensor technology in the City of Santa Monica can be regarded as a model for how parking data can be used to guide and implement parking decisions to meet the evolving needs of the City, and how parking data, as just one facet of the larger picture, can help Cities make informed decisions.

About IPS Group, Inc.

San Diego-based IPS Group, Inc. is a design, engineering and manufacturing company focused on low power wireless telecommunications and parking technologies. IPS is proud to manufacture in California and has been delivering world-class solutions to the telecommunications and parking industries for over 15 years. The company is best known for their patented credit card enabled, solar powered single-space parking meter and web-based management system.



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QWS3270X 3/24/2017 8:43 AM
FAML6350 V5.1 ** NW COJ FAMIS PRODUCTION ** 03/24/2017
LINK TO: ACCOUNT SUMMARY INQUIRY 8:43 AM

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SUBOBJECT : 06429 SPECIALIZED EQUIPMENT
PROJECT :
PROJECT DETAIL :
GRANT :
GRANT DETAIL :
USER CODE :

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ESTIMATED REVENUES	.00	.00	.00
REVENUES	.00	.00	.00
UNREALIZED REVENUES	.00	.00	.00
BUDGET	.00	512,037.00	512,037.00
EXPENDITURES	2,940.00	5,900.00	5,900.00
ENCUMBRANCES	-2,940.00	1,110.00	1,110.00
PRE-ENCUMBRANCES	.00	.00	.00
REMAINING BALANCE	.00	505,027.00	505,027.00

F1-HELP F2-SELECT F4-PRIOR F5-NEXT
F9-LINK F10-PRIOR-MO F11-NEXT-MO

G014 - RECORD FOUND