



Attached agreement amended to include nonmaterial changes acceptable to the City Manager

## RESOLUTION

61-2010

1  
2 A RESOLUTION OF THE CITY OF BOCA RATON  
3 AUTHORIZING THE MAYOR AND CITY CLERK TO  
4 EXECUTE AN AGREEMENT WITH DIGITAL PAYMENT  
5 TECHNOLOGIES CORPORATION FOR THE PURPOSE OF  
6 PURCHASING AND INSTALLING MULTI-SPACE PARKING  
7 METERS; PROVIDING FOR SEVERABILITY; PROVIDING  
8 FOR REPEALER; PROVIDING AN EFFECTIVE DATE  
9

10 WHEREAS, the City of Boca Raton desires to enter into an agreement with Digital  
11 Payment Technologies Corporation for the purpose of purchasing and installing multi-space  
12 parking meters; and

13 WHEREAS, such agreement has been prepared and a copy thereof is attached  
14 hereto; now therefore

15  
16 BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF BOCA  
17 RATON:

18  
19 Section 1. That the Mayor and City Clerk be authorized to execute the agreement

1 with Digital Payment Technologies Corporation, a copy of which is attached hereto, together  
2 with such nonmaterial changes as may be acceptable to the City Manager.

3 Section 2. That expenditure in an amount not to exceed \$339,659 is hereby  
4 authorized, subject to authorization of additional expenditures pursuant to the Procurement  
5 Code of the City of Boca Raton.

6 Section 3. If any section, subsection, clause or provision of this resolution is held  
7 invalid, the remainder shall not be affected by such invalidity.

8 Section 4. All resolutions or parts of resolutions in conflict herewith shall be and  
9 hereby are repealed.

10 Section 5. This resolution shall take effect 10 days after adoption.

11 PASSED AND ADOPTED by the City Council of the City of Boca Raton this 11<sup>th</sup>  
12 day of May, 2010.  
13

14 CITY OF BOCA RATON, FLORIDA

15 ATTEST:

16 Susan S. Saxton  
17  
18  
19  
20  
21 Susan S. Saxton, City Clerk

Susan Whelchel  
Susan Whelchel, Mayor

cejt

COUNCIL VOTE			
	YES	NO	ABSTAINED
MAYOR SUSAN WHELCHER	✓		
DEPUTY MAYOR SUSAN HAYNIE	✓		
COUNCIL MEMBER ANTHONY MAJHESS		✓	
COUNCIL MEMBER MICHAEL MULLAUGH	✓		
COUNCIL MEMBER CONSTANCE J. SCOTT	✓		



Additional minor changes have been made to Agreement 2010-408 to address some clarification issues. A summarized listing of the changes is as follows -

Article 8 – Insurance – Worker's Compensation – A change was made to clarify that worker's compensation will meet limits of all of the applicable laws of the State of Florida and the United States. Previously, the Agreement only stated that worker's compensation will meet the limits of state and federal law. This was considered unclear because the Contractor is based in Burnaby, BC, Canada.

Attachment A, III Equipment – A change was made to define "EMS" as Enterprise Management System, the Contractor's web based system that the City will have access to for reporting and monitoring purposes.

Attachment A, VII Service Test Period – A change was made to clarify that the City reserves the right to receive a new unit from the Contractor within seven business days and return the defective unit to the Contractor within 21 calendar days after receipt of the new unit at no cost to the City. Previously, the Agreement did not specify the number of days to receive and return units.

Attachment A, VIII Inspection – A change was made to clarify that the work must be approved before payment is made. Previously, the Agreement did not specifically state what needed to be approved.

Attachment A, IX Specifications and Requirements, 1 General – A sentence was added to specify that the machines shall be ADA compliant. Previously, the ADA compliance specification was located in Attachment A, IX Specifications and Requirements, 12 Coin Acceptor.

Attachment A, IX Specifications and Requirements, 18 Communication / System Management Software (Wireless) – A change was made to clarify that the multiple attempts to be made if the card payment does not clear can be configurable from 5 to 99 times. No mention of the configuration was made in the original Agreement.

Attachment A, IX Specifications and Requirements, 24 Subcontracting – This paragraph was added to specify that all subcontractors used shall be pre-approved by the City, and changing subcontractors throughout the course of the Agreement is prohibited unless approved by the City's Project Manager.

Attachment B, Acceptance and Payment – The last paragraph was omitted because it is a duplicate of the last paragraph in Attachment A, VIII Inspection.

I conclude that the above changes are acceptable nonmaterial changes to Agreement 2010-408.

Leif J. Ahnell, C.F.A., C.G.F.O.

A large, stylized handwritten signature in black ink, appearing to be "Leif J. Ahnell".

A smaller, stylized handwritten signature in black ink, possibly initials.

**AGREEMENT  
FOR  
PURCHASE AND INSTALLATION OF MULTI-SPACE PARKING METERS  
2010-408**

THIS AGREEMENT made and entered into this 27<sup>th</sup> day of May, 2010, by and between the City of Boca Raton, a municipal corporation of the State of Florida, hereinafter referred to as CITY, and Digital Payment Technologies Corp., a Canadian corporation hereinafter referred to as CONTRACTOR:

WHEREAS, the CITY intends to enter into a non-exclusive agreement for the provision of purchasing and installing multi-space parking meters by the CONTRACTOR to the CITY; and

WHEREAS, the CONTRACTOR was selected based on the competitive award made by the City of Fort Lauderdale pursuant to the Agreement between the City of Fort Lauderdale and the CONTRACTOR, dated September 28, 2005, to provide for the purchase and installation of multi-space parking meters; and

WHEREAS, the CONTRACTOR represents that it is capable and prepared to provide such Services;

NOW THEREFORE, in consideration of the promises contained herein, the parties hereto agree as follows:

**ARTICLE 1 - EFFECTIVE DATE**

The effective date of this Agreement shall be 10 days after approval by the City Council and shall terminate on April 30, 2013, subject to cancellation as provided herein.

**ARTICLE 2 - SERVICE TO BE PERFORMED BY CONTRACTOR**

The CONTRACTOR shall perform the services as specifically stated in the Scope of Work, Attachment A, which is attached hereto as part of this Agreement. Any changes and/or amendments to this Agreement shall be subject to approval of the City Manager or City Council as provided for in the CITY'S Code of Ordinances, Section 2-328(f).

**ARTICLE 3 - COMPENSATION**

The CITY shall pay CONTRACTOR in accordance with Attachment B, Compensation For Services, which is attached hereto and incorporated by reference as part of this Agreement.

**ARTICLE 4 - STANDARD OF CARE**

CONTRACTOR shall exercise the same degree of care, skill, and diligence in the performance of the Services as is ordinarily provided by CONTRACTOR that is a manufacturer and supplier of parking meter, under similar circumstances and CONTRACTOR shall, at no additional cost to the CITY, re-perform services which reasonably fail to satisfy the foregoing standard of care.

**ARTICLE 5 - INDEMNIFICATION**

CONTRACTOR shall indemnify and hold harmless the CITY, its officers, and employees from liabilities, damages, losses and costs, including, but not limited to reasonable attorney's fees, to the extent caused by the negligence, recklessness or intentional wrongful misconduct of CONTRACTOR and persons employed or utilized by CONTRACTOR in the performance of this agreement. Except as specifically provided herein, this agreement shall not require the CONTRACTOR to indemnify the CITY, its officers, and employees from any liability, damage, loss, claim, action, or proceeding.

Any costs and expenses, including reasonable attorney's fees, appellate, bankruptcy or defense counsel fees incurred by the CITY to enforce this Indemnification Clause shall be borne by the CONTRACTOR. This Indemnification Clause shall continue indefinitely and survive the cancellation, termination, expiration, lapse or suspension of this Agreement.

**ARTICLE 6 - INDEPENDENT CONTRACTOR**

CONTRACTOR undertakes performance of the Services as an independent contractor and shall be wholly responsible for the methods of performance. The CITY shall have no right to supervise the methods used, but the CITY shall have the right

to observe such performance. CONTRACTOR shall work closely with the CITY in performing Services under this Agreement. The CONTRACTOR shall not receive any City benefits, stipend or privileges afforded to City employees.

#### **ARTICLE 7 - COMPLIANCE WITH LAWS**

In performance of the Services, CONTRACTOR will comply with applicable regulatory and other applicable requirements including federal, state, and local laws, rules regulations, orders, codes, criteria and standards.

#### **ARTICLE 8 - INSURANCE**

During the performance of the Services under this Agreement, CONTRACTOR shall maintain the following insurance policies, and provide originals or certified copies of all policies, and such coverages shall be written by an insurance company acceptable to the City.

##### **WORKER'S COMPENSATION**

The CONTRACTOR shall procure and maintain, for the life of this Contract/Agreement, Worker's Compensation Insurance covering all its employees with limits meeting all applicable provincial laws in the province of British Columbia, Canada. All subcontractors to CONTRACTOR will maintain Worker's Compensation Insurance covering all its employees, including Employer's liability, with limits meeting all applicable laws of the State of Florida and United States.. Thirty (30) days notice of cancellation, lapse or material modification is required and must be provided to the City of Boca Raton via Certified Mail.

##### **COMMERCIAL GENERAL LIABILITY**

The CONTRACTOR shall procure and maintain, for the life of this Contract/Agreement, Commercial General Liability Insurance. This coverage shall be on an "Occurrence" basis. Coverage shall include Premises and Operations; Independent Contractors' Products and Completed Operations and Contractual Liability. This policy shall provide coverage for death, personal injury or property damage that could arise directly or indirectly from the performance of this Agreement.

The Minimum Limits of Coverage shall be \$1,000,000 per occurrence, Combined Single Limit for Bodily Injury Liability and Property Damage Liability with no more than a \$10,000 deductible.

The City of Boca Raton must be named as an additional insured. The additional insured requirement is waived if Owners and Contractors' Protective Coverage is also provided, or required. Thirty (30) days written notice must be provided to the City of Boca Raton via Certified Mail in the event of cancellation.

##### **BUSINESS AUTOMOBILE LIABILITY**

The CONTRACTOR shall procure and maintain, for the life of the Contract/Agreement, Business Automobile Liability Insurance.

The minimum limits of coverage shall be \$500,000 per occurrence, Combined Single Limit for Bodily Injury Liability and Property Damage Liability. This coverage shall be an "Any Auto" or "Comprehensive Form" type policy.

In the event that the CONTRACTOR does not own any vehicles, we will accept hired and non-owned coverage in the amounts listed above. The CONTRACTOR warrants that it will purchase Comprehensive Form coverage in the event that it acquires any vehicle pursuant to and throughout the term of this Agreement.

Thirty (30) days written notice must be provided to the City of Boca Raton via Certified Mail in the event of cancellation, lapse or material modification of any coverage required by this agreement.

##### **SUPPLEMENTAL PROVISIONS**

1. The insurance coverage and conditions afforded by this policy(s) shall not be suspended, voided, canceled or modified, except after thirty (30) days prior written notice by Certified Mail, Return Receipt Requested, has been given to the City of Boca Raton's department that originated this contract.
2. Certificates of Insurance meeting the specific required provision specified within this Contract/Agreement shall be forwarded to the City of Boca Raton Department that originated the contract, and approved prior to the start of any work or the possession of any City property or the commencement of services, as applicable.

##### **SUBCONTRACTOR'S INSURANCE**

The CONTRACTOR shall require each of his subcontractors to take out and maintain during the life of his subcontract the same insurance coverage's required of the successful CONTRACTOR. Each subcontractor shall furnish to the successful CONTRACTOR two copies of the Certificate of Insurance, and successful CONTRACTOR shall furnish one copy of the Certificate to the City of Boca Raton.

#### **ARTICLE 9 - CITY'S RESPONSIBILITIES**

The CITY shall be responsible for providing reasonably required access to all project sites, and providing information on hand, including any data available in the files of the CITY.

#### **ARTICLE 10 - TERMINATION OF AGREEMENT**

The obligation to continue services under this Agreement may be terminated for cause by either party upon seven (7) days written notice of substantial failure by the other party to perform in accordance with the terms hereof through no fault of the terminating party.

CITY shall have the right to terminate this Agreement or suspend performance thereof without cause for the CITY's convenience upon fourteen (14) days written notice to CONTRACTOR, and CONTRACTOR shall terminate or suspend performance of services on a schedule acceptable to CITY or at the end of this fourteen (14) day period, at the option of the CITY. In the event of termination or suspension for CITY's convenience, CITY shall pay CONTRACTOR for all services performed through the date of notice of termination or suspension.

#### **ARTICLE 11 - NONDISCLOSURE OF PROPRIETARY INFORMATION**

CONTRACTOR shall consider all information provided by CITY and all reports, studies, calculations, and other documentation resulting from the CONTRACTORS's performance of the Services to be proprietary unless such information is available from public sources or is a public record under Florida law. CONTRACTOR shall not publish or disclose proprietary information for any purpose other than the performance of the Services without the prior written authorization of CITY or in response to legal process.

#### **ARTICLE 12 – UNCONTROLLABLE FORCES**

Neither the CITY nor CONTRACTOR shall be considered to be in default of this Agreement if delays in or failure of performance shall be due to Uncontrollable Forces, the effect of which, by the exercise of reasonable diligence, the non-performing party could not avoid. The term "Uncontrollable Forces" shall mean any event which results in the prevention or delay of performance by a party of its obligations under this Agreement and which is beyond the reasonable control of the non-performing party. It includes, but is not limited to fire, flood, earthquakes, storms, lightning, epidemic, war, riot, civil disturbance, sabotage, Acts of God and governmental actions.

Neither party shall, however, be excused from performance if nonperformance is due to forces which are preventable, removable, or remediable and which the non-performing party could have, with the exercise of reasonable diligence, prevented, removed, or remedied with reasonable dispatch. The non-performing party shall, within a reasonable time of being prevented or delayed from performance by an uncontrollable force, give written notice to the other party describing the circumstances and uncontrollable forces preventing continued performance of the obligations of this Agreement.

#### **ARTICLE 13 - GOVERNING LAW AND VENUE**

This Agreement shall be governed by the laws of the State of Florida. Any and all legal action necessary to enforce the Agreement will be held in Palm Beach County and the Agreement will be interpreted according to the laws of Florida. By entering into this agreement, CONSULTANT and CITY hereby expressly waive any rights either party may have to a trial by jury of any civil litigation related to this agreement.

#### **ARTICLE 14 - MISCELLANEOUS**

##### **14.1 Nonwaiver**

A waiver by either CITY or CONTRACTOR of any breach of this Agreement shall not be binding upon the waiving party unless such waiver is in writing and duly signed by both parties to this agreement. In the event of a written waiver, such a waiver shall not affect the waiving party's rights with respect to any other or further breach. The making or acceptance of a payment by either party with knowledge of the existence of a default or breach shall not operate or be construed to operate as a waiver of any subsequent default or breach.

## **14.2 Severability**

The invalidity, illegality, or unenforceability of any provision of this Agreement, or the occurrence of any event rendering any portion or provision of this Agreement void or voidable, shall in no way affect the validity or enforceability of any other portion or provision of the Agreement. Any void or voidable provision shall be deemed severed from the Agreement and the balance of the Agreement shall be construed and enforced as if the Agreement did not contain the particular portion or provision held to be void. The parties further agree to reform the Agreement to replace any stricken provision with a valid provision that comes as close as possible to the intent of the stricken provision.

The provisions of this section shall not prevent the entire Agreement from being held void should a provision which is of the essence of the Agreement be determined to be void by a court of competent jurisdiction.

## **14.3 Political Campaigns**

During the term of this Agreement, the CONTRACTOR or any employee or associate, shall not be involved in any political campaign for City elective office nor make financial contribution to any such campaign.

## **ARTICLE 15 - INTEGRATION AND MODIFICATION**

This Agreement is adopted by the CITY and CONTRACTOR as a final, complete and exclusive statement of the terms of the Agreement between the CITY and CONTRACTOR. This Agreement supersedes all prior agreements, contracts, proposals, representations, negotiations, letters or other communications between the CITY and CONTRACTOR pertaining to the Services, whether written or oral.

The Agreement may not be modified unless such modifications are evidenced by an amendment in writing signed by both the CITY and CONTRACTOR.

## **ARTICLE 16 - SUCCESSORS AND ASSIGNS**

The CITY and CONTRACTOR each binds itself and its director, officers, partners, successors, executors, administrators, assigns and legal representatives to the other party to this Agreement. Any assignment, sale, pledge or conveyance of this contract by CONTRACTOR must be previously approved in writing by the CITY, whose consent may be reasonably withheld.

## **ARTICLE 17 - CONTINGENT FEES**

The CONTRACTOR warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the CONTRACTOR to solicit or secure this Agreement and that it has not paid or agreed to pay any person, company, corporation, individual or firm, other than a bona fide employee working solely for the CONTRACTOR, any fee, commission, percentage, gift or any other consideration contingent upon or resulting from the award or making of this Agreement.

## **ARTICLE 18 - OWNERSHIP OF DOCUMENTS**

CONTRACTOR shall be required to work in harmony with other contractors relative to providing information requested in a timely manner and in the specified form. Any and all documents, records, disks, original drawings, or other information prepared under this Agreement shall become the property of the CITY upon completion, for its use and distribution as may be deemed appropriate by the CITY.

## **ARTICLE 19 - NOTICE**

Any notice, demand, communication, or request required or permitted hereunder shall be in writing and delivered in person or sent by certified mail, postage prepaid as follows:

**As To CITY**  
City of Boca Raton  
Financial Services Department  
201 West Palmetto Park Road  
Boca Raton, FL 33432-3795  
FAX: (561) 367-7009

Attention: Michael J. Gauci

**As to CONTRACTOR:**  
Digital Payment Technologies Corp.  
330-4260 Still Creek Drive, Burnaby, BC, Canada V5C 6B6  
FAX: (604) 687-4329

Attention: **Mikhail Morokhovich**  
Regional Sales Manager

Notices shall be effective when delivered to the address specified above. Changes in the respective addresses to which such notice may be directed may be made from time to time by any party by written notice to the other party. Facsimile is acceptable notice effective when received, however, facsimiles received (i.e. printed) after 5:00 p.m. or on weekends or holidays, will be deemed received on the next business day. The original of the notice must additionally be mailed as required herein.

Nothing contained in this Article shall be construed to restrict the transmission of routine communications between representatives of CONTRACTOR and CITY.

**ARTICLE 20 – PROJECT TEAM**

The Project Team shall consist of:

Mikhail Morokhovich, Regional Sales Manager  
Carmen Sevens, Inside Sales Manager  
Chris Chettle, VP of Sales  
Steve Hernandez, Business Development Manager  
Lynda Harrington, Parker Systems, Ongoing Support Representative  
TBD, Project Manager

Project Team members may be changed only with the prior written approval of the City.

IN WITNESS WHEREOF, the City of Boca Raton, at a regular meeting thereof, by action of the City Council directing the foregoing be adopted, has caused these presents to be signed by the Mayor, and its seal to be hereunto affixed, and Digital Payment Technologies Corp. has executed this contract, all as of the day and year first above written.

CITY OF BOCA RATON

Attest: Susan L. Sexta  
City Clerk

Date: May 27, 2010  
By: Susan Whelchel  
Name: Susan Whelchel  
Title: Mayor

Approved as to Form and Legal Sufficiency:

By: [Signature]  
City Attorney

DIGITAL PAYMENT TECHNOLOGIES CORP.

Attest: [Signature]  
Corporate Secretary

Date: May 10, 2010  
By: [Signature]  
Signature

(Affirm Corporate Seal)

(Seal)  
Name: Laura A. Colwell, CA  
Title: Chief Financial Officer  
President (or other duly authorized Officer)  
(Attach Resolution/Bylaw of authorization if no President)

Approved by City Council on May 11, 2010, Item # 9.I.

## ATTACHMENT A

### SCOPE OF SERVICES

#### **I Scope of Work**

CONTRACTOR shall provide for the supply and installation of multi-space parking meters in various locations throughout the CITY. Subject to the appropriation of funds, the CITY is entitled to have CONTRACTOR purchase and install up to 37 units of multi space meters in the CITY.

#### **II General Description of CONTRACTOR Responsibilities**

The CONTRACTOR shall supply, configure, test, and commission multi space parking meters and related equipment that fully comply with the outlined specifications and requirements. The CONTRACTOR shall furnish all equipment, services and supplies necessary to achieve full compliance with the specifications and requirements. The fact that a particular service, item of equipment or material is not listed does not release the CONTRACTOR of its obligation to provide it, if such service, equipment, or material is necessary to design, supply, configure, test, and commission the multi space parking meter so that it fully complies with the specifications and requirements. Without limiting or shifting to the CITY the obligations of the CONTRACTOR which are acknowledged in the preceding two sentences, the CONTRACTOR shall provide to the CITY the specific system components and services which are itemized in ATTACHMENT B to this Agreement, or any newer versions that the CONTRACTOR is required to provide under this Agreement.

#### **III Equipment**

CONTRACTOR shall provide and install multi space parking meters in pre-selected locations within the CITY with all ancillary items necessary to complete system.

- LUKE parking station, part no. 800.1007, which accepts coin, credit card, bills (USA). Select meters can be upgraded to a stainless steel cabinet (part no. 350.1003)
- Ethernet hardware package
- Thermal paper
- USB external keys
- Internal keys for the bill stacker, stacker access, coin bag, coin removal, USB door, and hopper)
- Enterprise Management System, the CONTRACTOR's web based system that the CITY will have access to for reporting and monitoring purposes ("EMS")
- GSM Modem.
- LUKE BOSS software (part no. 880.139 and 880.1041)
- LUKE mobile key and software
- First day training for CITY personnel
- Additional training days, as needed

CONTRACTOR shall ensure the supply and installation of a complete multi space parking meter system ready for operation. Omission of any essential detail from these specifications does not relieve CONTRACTOR from the furnishing of a complete and functional multi space parking meter system. The equipment delivered and installed by CONTRACTOR shall remain the property of the CONTRACTOR until a physical inspection is made and the system is operational to the satisfaction of the CITY. The material must comply fully with the terms of this agreement, be of the required quality, new, and the latest model, unless otherwise specified. The CITY will not accept substitutes of any kind. Any substitutes or material not meeting specifications will be returned at the CONTRACTOR's expense. All equipment supplied shall contain complete maintenance instructions, operating manuals and parts lists. CONTRACTOR shall service all equipment prior to CITY'S final acceptance.

The CONTRACTOR may periodically provide software updates at no additional cost to the CITY. The software updates may include modifications, program enhancements, debugging, and / or new features. This will not be interpreted to require the CONTRACTOR to either develop and release updates or customize the updates to satisfy the CITY's particular requirements unless agreed upon in the initial purchase.

#### **IV Warranty**

CONTRACTOR shall fully warranty all equipment furnished against defect in materials and/or workmanship for a period of two (2) years from date of acceptance of installation by the CITY. Should any defect in materials or workmanship, including ordinary wear and tear, appear during the above stated warranty period, CONTRACTOR or its subcontractor shall repair or replace same at no cost to the CITY, immediately upon written notice from the CITY'S Project Manager.

All malfunctioning parts will be either repaired or replaced by the CONTRACTOR, either through assistance via telephone or on-site. Defective part replacements will be shipped within (2) business days Monday through Friday from Canada, and within (1) day from Orlando.

Repairs or replacement parts required as a result of rust or corrosion, damage due to accident, improper handling or operation, shipping damage, abuse, misuse, unauthorized repairs or attempted repairs, vandalism or "Acts of God" are not included.

If an electrical or mechanical repair becomes necessary, the CITY must obtain a RETURNING MATERIALS AUTHORIZATION (RMA) number prior to returning any parts. This number must be included with any returns.

If the CITY experiences hardware performance problems with the parking meters, the CITY must notify the CONTRACTOR by telephone or email for verification of the problem(s) and to arrange for service/trouble shooting of the equipment. Should remote diagnosis of the problem not be successful, CONTRACTOR or its subcontractor will make a site visit to remedy the issue, make repairs, or determine replacement parts required.

To obtain warranty service for parking meters, the CONTRACTOR must be contacted. The CONTRACTOR must confirm if the equipment is experiencing a problem covered under Warranty, and will repair, or at its discretion, exchange equipment which does not conform to the warranty. Warranty services may be performed at the CITY's location, at a service center, or via other means.

Standard terms for malfunctioning equipment hardware under warranty are Return to Depot, where CITY is liable for one way shipping costs, and CONTRACTOR is liable for all parts and labor. When possible, arrangements may be made to ship replacement parts and installation instructions to the CITY. If a trip to the CITY site is required after trouble shooting via telephone or email, the CITY will incur no additional expenses for this trip.

#### **V Method of Ordering**

The CITY shall order equipment and services to CONTRACTOR via an individual purchase order.

#### **VI Delivery and Installation**

The CITY's shipping terms are F.O.B. Destination. The CITY shall pay CONTRACTOR no more than the shipping cost designated in Attachment B. Any delivery/shipping costs incurred thereafter by CONTRACTOR and/or that of their subcontractor shall be absorbed by CONTRACTOR. Furthermore, CONTRACTOR shall incur all necessary labor, materials, equipment, travel expenses on behalf of their firm and that of their subcontractor, to fully execute delivery and proper installation services of all equipment purchased under this agreement.

The CITY shall provide the CONTRACTOR with a detailed map of all locations where to deliver and install equipment as an attachment to the Notice to Proceed.

Delivery and installation shall be made to the designated addresses within sixty (60) calendar days following Notice to Proceed. Notice to Proceed will include the designated address locations. Delivery should be made to the CONTRACTOR's address and the CONTRACTOR should be responsible for the care of the machines until they are installed in their final approved locations. Machines shall only be delivered to each final location on the day they will be installed. They will be stored at a CONTRACTOR's location until installation.

In the event that the delivery and/or installation of units are not completed according to CITY specifications – and agreed upon schedule, the CITY will impose liquidated damages in the amount of Five Hundred dollars (\$500) per unit per day. These charges are intended to act as an incentive for the Contractor to perform in full compliance with the specifications.

Acknowledgment and agreement is given by both parties that the amount herein above set is not intended to be, nor shall be deemed to be, in the nature of a penalty.

## **VII Service Test Period**

The CONTRACTOR and the CITY shall successfully complete the acceptance testing requirements as outlined at Attachment C of this Agreement within a thirty day period following product installation. The CITY will accept the fully operational product when the CONTRACTOR has successfully proven the respective product to function in accordance with Attachment C.

Performance trial and acceptance testing shall be based on the units being fully and consistently operational for a period of not less than thirty working days after receipt and installation. The CITY will use this testing period to evaluate the products and verify that all requirements have been met. If it is determined that all requirements have not been met, that machines have experienced excessive malfunctions and/or errors or that resolution of any problem cannot be attained, the CITY reserves the right to receive a new unit from the CONTRACTOR within fourteen business days and return the defective unit to the CONTRACTOR within 21 calendar days after receipt of the new unit at no cost to the CITY.

## **VIII Inspection**

The CITY will pay 100% of the contract price for each order after all items have been delivered/installed and accepted in accordance with Attachment C. The CITY's Project Manager will make final inspection of the material covered by this agreement when it is delivered and installed in accordance with the specifications, and the work must be approved before payment is made. Failure in the CONTRACTOR's responsibility as outlined may result in either one or any of the following as determined by the City (without waiver of any rights or remedies):

- Request for immediate replacement and/or correction of partial or entire order.
- Payment withholding until compliance is received and approval granted.
- Return of partial or entire order for full credit at no additional cost to the CITY.
- Cancellation of partial or entire order at no cost to the CITY.

If an agreement cannot be reached between the CITY and the CONTRACTOR to resolve the problem to the CITY'S satisfaction, the CITY reserves the right (in its discretion and without waiver) to negotiate with the CONTRACTOR on a payment for the work completed and usable to the CITY.

## **IX Specifications and Requirements**

### **I. GENERAL**

The CONTRACTOR shall use a local distributor to provide support for parts and warranty service. "Local" is defined as close enough to the CITY to provide two (2) hour responses to software and hardware requests without requesting travel reimbursement.

Machines must remain fully functional in abnormal street conditions like excessive heat (Internal Operating Temperature of 0 °F to 140 °F), humidity, rain, hail, grime, vibrations, saltwater spray, etc.

All machines shall be constructed with new and unused, rugged materials.  
The vendor must have a support phone number for troubleshooting both software and hardware.

Any software and hardware backups needed shall be available within two (2) hours.

Payment may be made by a combination of coins, bills, credit/debit or prepaid card. An internally printed receipt is provided displaying date, expiration time, expiration date, transactions amount paid, pay station identification number and a unique receipt identification number. At any stage of the purchase, a cancel option shall be available to allow the customer to retrieve the funds, if the customer wishes to terminate the transaction.

Machines shall be constructed so that individual components can be easily removed and sub-assemblies be changed without major dismantling.

Machines shall be ADA compliant.

Modules shall be replaced with minimum use of tools.

The CONTRACTOR shall provide full training of software application and usage to CITY staff.

## **2. BASIC SYSTEM REQUIREMENT**

Systems must be capable of functioning as a single unit or operate in a networked environment.

The software will facilitate the management of communications, rates, maintenance, collections and audit functions.

Machines must be able to run off solar and/or AC power supply with standard locally procured batteries.

During power outages, all machines will operate in a stand-alone capacity and store accumulated data (up to 200 transactions) in memory.

A separate backup battery must be supplied to sustain the clock, calendar, audit information and RAM in the event of a main backup system failure or during battery replacement.

Machines shall have optional language capability for display and verbal commands.

Machines shall display specific 'out of order' conditions and should operate with the malfunctioning status, until serviced.

### **3. CUSTOMER OPERATION**

The pay stations shall operate with coins, bills, and credit/debit/prepaid cards in a manner that allows customers to follow simple printed, digital and/or verbal instructions to complete the transaction quickly.

Instructions should tell the customer what to do first, and then lead them through the transaction in approximately 45 seconds.

### **4. CURRENCY ACCEPTED**

Machines must accept US currency in denominations of \$1, \$2, \$5, \$10, & \$20 bills, nickels, dimes, quarters, dollar coins, and magnetic striped credit / debit cards with and without embedded chips. Machines must also be ready to accept payments via cell phone and the Parcsmart prepaid-parking card.

Machines will not have a built-in feature that prevents coin, bill and credit / debit card transactions used for testing purposes from registering in the total revenue register. The machines will allow a test ticket to be printed to verify operation of the printer.

### **5. HOUSING AND PEDESTAL**

The CONTRACTOR shall securely mount pedestal in a concrete base, and should only be installed or removed from inside the housings so that no mechanical fasteners are exposed.

The entire meter mechanism shall be enclosed in a durable, weather resistant housing constructed of corrosion resistant, non-brittle metal of such thickness as to resist tampering, graffiti or abuse.

Paint shall be high quality and weather resistant, and shall provide a tough, scratch-resistant and easily cleaned surface. Unit must also have a double zinc primer.

Machine apertures such as, but not limited to, the coin return, receipt dispenser and card reader must be designed and/or shielded to discourage vandalism, insertion of foreign material or other efforts to deliberately jam the unit.

Aperture design should prevent damage from the insertion of any type of commercially available pyrotechnic device.

When installed, meters shall meet applicable ADA requirements. All coin and card aperture locations must be compatible with Americans with Disabilities Act (ADA) requirements - the centerline of controls shall be no more than 42 inches (1,065 mm) above the pedestrian access route.

Internal humidity shall be controlled utilizing a fan or other proven means.

The Housing shall have door alarm sensor set to activate when the front door is opened 1/8" or more. Housing includes high security multi-point locking bar. Housing locks shall be high security locks keyed with a proprietary combination developed exclusively for the CITY. All locks shall be high security locks with anti-drill protection.

Machine housing shall have separate compartments for maintenance and collections. Separate keys shall be available to prevent maintenance personnel from accessing the collection area and vice versa.

There shall be no access to the money in the cash box when the upper or lower housing is opened for maintenance or collection.

The following security measures, although not limited to, shall be included with each cash box:

The cash box shall have a security locked keyed system separate from the Machine's other compartments.

The cash box shall have a handle for easy handling. Collection boxes shall be strong, lightweight and manageable.

A closed coin path shall direct coins to drop into a locked cash box.

The collector shall not have access to the coins in the cash box during the collection process.

Machines will provide a transaction report at the time of collection, showing date, time and cash box audit amount via wireless two-way communication and accessible at an Internet web site password secured to the user level.

Cash box should hold a minimum of \$600 worth of U.S. coins.

The cash box should be resistant to corrosion.

## **6. DISPLAY**

Pay station displays shall be backlit.

The unit must have a LED screen with high- resolution display, which is easy to read in various lighting conditions including bright sunlight.

The screen must be protected by a security cover, vandal resistant, weather proof and corrosion resistant.

The screen should be modular and easily unplugged and replaced with basic tools for easy services.

The display should be able to accommodate custom messages in color.

Messages should be updateable through the supplied desktop software package and downloadable to individual or multiple units via two-way communication.

Machine display should include time of day, increments of payment – amount entered and time purchased and an indication of total time remaining after the transaction is completed or the time of day when the amount of time paid for will expire.

## **7. ELECTRICAL AND ELECTRONIC COMPONENTS**

The sub-assemblies of the meters shall be modular in construction to provide easy servicing through on-site plug-in replacement of parts.

All electronic connection plugs shall be of the best quality.

All assemblies shall be electronically grounded and compliant with local codes for electrical/electronic equipment.

All circuit boards and internal components are to be environmentally sealed, highly water-resistant and operate in conditions of over 95% humidity.

All electronic connection plugs must be physically differentiated and must only fit one way.

## **8. ALARM**

The alarm shall be a minimum of 100-decibel local, Vibration/Tilt/Tamper alarm installed, with an alarm to P/C, and automatic alarm paging capabilities.

Machines shall be able to send messages via wireless for all of the following reasons, within 30 seconds of each occurrence:

- Cash box status
- Alarms (Vibration/Tilt)
- Attempted theft of Machine
- Open door
- Paper supply low
- Low battery
- Power failure
- Coin acceptor jammed

Machines must have built-in diagnostics software that records and stamps date and time of all operations events (warnings, machine failures, resets, low battery, maintenance functions, etc.) for reports to the communications center.

## **9. BILL ACCEPTOR**

Machines shall accept any combination of the following denominations of currency: One, two, five, ten and twenty-dollar, as well as newly issued five, ten and twenty dollar bills.

The bill denomination acceptance shall be programmable.

The bill acceptor will be capable of accepting new versions of U.S. bills through simple software updates.

It shall accept bills in any possible direction and be capable of recognizing counterfeit currency.

Currency accepted by the meter shall be stored in a locked mechanical stacker that is not accessible from the maintenance section of the meter.

The bill stacker shall have a capacity of at least 1,000 bills and shall be protected by a locking system only allowing access to the bills with the correct key.

During collection, when removing the bill stacker, an audit report should be generated which will be automatically sent to EMS for immediate review.

Machine will transmit to the server via wireless transmittal methods every time container is removed.

It must also transmit all audit information via wireless, as well.

The bill acceptor shall be easily removed for servicing or replacement.

#### **10. DEBIT/CREDIT CARD OPERATION**

The CONTRACTOR must provide a card reader system:

That reads and accepts approved magnetic striped credit cards with and without embedded chips.

That has the ability to accept the ParcXmart prepaid debit card in the future. The CONTRACTOR is responsible to ensure system compatibility with current parking card system.

Credit card transaction data shall be real-time and sent to a remote server for processing as per the CITY established communications media.

If operating in Off-line mode, transactions may be considered based on software capabilities to set purchase limits.

The CONTRACTOR shall also identify the ability to prepare and load lists of credit cards that the machine will not accept ("black lists") via the CITY established communications.

#### **11. CREDIT AND PREPAID CARD READER**

The unit shall contain a dual credit card and prepaid card reader capable of reading magnetic stripe and chip cards.

If the card slot is jammed (inoperable), the machine should still accept coins/bills-forms of payment.

Unit card readers shall be capable of accepting multiple prepaid card schemes, such as MasterCard and Visa.

These programs shall include the concept of cooperative use of cards among pay stations, and single space meters in the CITY.

#### **12. COIN ACCEPTOR**

The coin acceptor shall be electronically operated and shall register all valid coins.

Coin registration should be locally programmable by CITY personnel.

As each coin is inserted and passes through the coin acceptor, its value and time purchased is registered on the display. The machine shall then record the transaction and secure all coins in a locked coin compartment. Coin recognition shall include nickels, dimes, quarters, and dollar coins.

Rejected coins, foreign coins, slugs shall be immediately returned via the coin return outlet.

There shall be a prompt means to clear bent coins and counterfeit material that may jam the coin acceptor.

Coin acceptor must have an anti-pull back mechanical feature in coin chute.

The coin mechanism shall be able to reject foreign coins and slugs.

Machines shall not allow any tampering with its internal functions, to prevent any time to be given in any manner, other than the insertion of a valid coin.

Machines shall be able to accept user defined coins through software parameter change only.

All coins shall be accepted through a single slot.

Removal, replacement, or repair of the coin slot should take less than two minutes.

If the coin slot is jammed (inoperable), the machine should still accept bills, credit/debit or prepaid card forms of payment.

### **13. PRINTER AND RECEIPT PAPER**

Meters shall utilize thermal printers (no ribbons) with limited moving parts and with immediate access for cleaning the paper path.

The printer shall be easily removed for servicing.

The printer should utilize thermal paper capable of not turning black.

Receipt paper shall be a continuous single roll or stack of direct thermal printed-paper.

Receipts shall print within ten seconds and shall have a high degree of quality and legibility. They must remain legible after remaining inside a vehicle in direct sunlight and heat for 24 hours.

Receipts shall be available with custom printing/graphics.

### **14. TRANSACTION STORAGE AND PROCESSING**

All transactions shall be stored in a password protected secure database file format with authorized user import/export capability.

All transactions shall have a minimum of 128 encryption.

Transactions shall be tracked and identified via sequentially numbered series.

Transactions, diagnostic data and security access exceptions shall be stored in separate and protected memory areas in nonvolatile memory. This data shall not be manipulated with system software.

System power loss shall not cause the loss of transaction history.

Transaction history shall include individual, hourly, daily and monthly transactional history reports.

The system shall utilize a minimum of three transaction-processing modes, on-line, networked, and off-line.

### **15. REAL-TIME CLOCK**

The meters shall be equipped with a programmable time of day clock that is accurate to 30 seconds per month.

The clock shall operate continuously and shall also track the year, month, day, and day of the week.

The meters shall automatically adjust for daylight savings time according to Eastern Standard Time.

The clock will remain operational during battery changes and power losses.

### **16. POWER MANAGEMENT**

Solar and/or AC Machines shall run primarily on battery, and solar and/or AC is used to charge the battery.

The solar powered machine must have the capability to complete at least two hundred (200) transactions per day without requirement to recharge the battery.

Machines shall have the capabilities to run on 110-120VAC at 60 Hz and solar.

## **17. REPORTS**

Desktop reports shall be available to system managers by form fill queries or simple queries.

The reports software should provide report capability on all information gathered.

Report properties shall be user definable. They shall contain the following:

Cumulative totals of all cash and card transactions

All alarms

Identity of collector or technician may be provided in a future release through the use of access/patroller card. This release will be provided to the City of Boca Raton free of charge provided extended warranty coverage is in place.

Machine identification

Machine location

Sequential collection number

Total amount of money in the collection

Total card usage

Total cash in bill container

Total cash in coin container

Revenue by location number

Revenue by collection area

Revenue by maintenance route

Total number of tickets issued

Total number, value, and type of card transactions.

User log on history and activities

Exception report for units not repaired

Operational status by unit

Daily collection report with location numbers and audit

## **18. COMMUNICATION/SYSTEM MANAGEMENT SOFTWARE (WIRELESS)**

Machines shall be capable of wireless two-way communication to a remote communication center to transmit financial and activity reports and unit status.

The clearinghouse system must conform to International Standards Organization (ISO) standards for authorization messages.

Access to CITY data shall be secured, at a minimum, by password protection and shall include multi-level access control.

Information that must be transmitted includes, but is not limited to:

Cash box status (lower limit warning when coins reach a programmable amount and an upper limit warning when the Machine shuts down) Cash box status is provided through reporting. Threshold alarm will be available in a future release.

Alarms (attempted theft of Machines, Machine out of order, door open, out of paper, etc.)

Management data consisting of purchase of time (occupancy), time bought intervals (duration), type of transactions (coin and card with amounts paid) etc.

Machines shall:

Retain financial information even after transmission to ensure no loss of data.

It shall record and store the number of valid coin, bill and card transactions and shall be accurate to actual deposits.

Transmit data to remote communication center cash box status management data (occupancy, duration, etc.).

Make multiple attempts if reception of the transmission is not confirmed by the communications center.

Contain sufficient memory to store transmitted data (bad card list, etc).

The communication center shall:

Make multiple (configurable from 5 to 99) attempts if card payment does not clear.

Transmit expired/invalid card lists to units via two-way communication.

The software will facilitate the management of communications, rates, maintenance, collections and audit functions.

Group units for common messaging.

#### **19. SYSTEM MANAGEMENT SOFTWARE**

Machines must be fully programmable. Field programming is to be accomplished by CITY staff.

The System management software shall be configurable in a single-station and/or networked fashion.

It should be intuitive, convenient, and easy to use.

Data stored in the software package shall be designed to allow for the easy import and export of all necessary data to fully integrate the system into other data base systems.

These and all features of the software must be password controlled with access levels assigned by the CITY designated System Administrator.

The System Host/Desktop Management Software should:

Allow user to select options at the end of a rate period to include; allow/not allow purchase of time exceeding the shift/rate maximum, allow/not allow purchase of time elapsed at the end of a rate/shift period, allow/not allow user to purchase time through a specified shift down time at no charge, allow/not allow purchase of time through a closed day at no charge.

Allow the user to select the rate for each individual day and have the ability to designate a day closed, or "free parking" day.

Allow user to configure a secondary daily rate structure to be activated by a specified day.

Allow time to be purchased at a minimum for a nickel.

Include at least 6 rate tables for editing.

Include a minimum of 3 shifts per rate table.

Rate tables allow user to select from the following options; select the time of day that each individual shift will begin, set the maximum amount of money that will be accepted in a given shift, set the expire time of a given shift, allow the purchase of multiple days, allow multiple day purchases to be either 24 hours from purchase date or 24 hours from expired time of a shift, allow for a period of time during a shift that the system will shut down, able to set a per minute rate, and is able to automatically print a receipt.

Allow rates to be edited by the hour.

Allow a minimum time purchase to be set.

Set the start of a day.

Allows for an option to print/not print receipts.

Set an amount that no bills above that amount will be accepted.

Set the maximum amount of money that will be accepted.

Set/modify credit card parameters to include: Enable/not enable credit cards, accept/not accept American Express, MasterCard, Visa, and Discover, accept/not accept a credit card when off-line, set minimum/maximum credit amounts and set a default amount.

Vary rates by stall range.

Set an expiration window to show expired/going to expire stalls, on enforcement reports.

Set an enforcement access code.

Set an inactivity time-out for the backlight/overhead light.

Modify the printed receipts.

Preset charge for special rates.

Does not allow for user manipulation of audit historical data.

Allow rates to be edited by the hour.

Allow a minimum time purchase to be set.

All remote programming must be allowed using standard communication protocol.

Machines must have built-in diagnostic software that records dates and "time stamps" all operations events (unit failures, resets, low battery, etc) for reports to the command center.

Upon cycling through the diagnostic mode, machines shall be able to update the display status; display appropriate messages, and send diagnostic reports to the communication center.

Self-diagnostic mode shall be interrupted if a higher priority task is queued (a customer at the unit paying for parking has the highest priority). Self-diagnostic results can optionally be sent to the communication center.

The system will report the status of each machine to a central server indicating status and alarm conditions (maintenance needs and out-of-order conditions). The communications system shall also provide real-time notification of collections, maintenance, alarms, revenues, and individual patron transactions to the CITY.

The CITY shall be able to modify rates and hours of operation via the communication software and upload this new configuration to individual meters or any combination of networked meters.

The system communications software should:

Be adequately secure for transmission of Credit Card data and password protected.

Accesses to vital communications areas are password protected.

All system phone numbers are held in a phone directory for ease of accessing phone numbers.

Has the ability to hang up the modem via the communications software.

Able to process all transactions, and backup, exception log, diagnostics.

Records security information to include: - Door open/door closed, "Cash container in", "cash container out". Date, time and machine number is recorded with each entry.

Maintain a log of all transactional events. The log information includes: Individual purchases, receipt numbers generated, power outages, system restarts.

Communications software is able to receive processor configuration tables.

Communications software is able to set and send configuration tables and diagnostic levels.

Pay stations will communicate to the server to resync their time on a daily basis.

Communications software is able to add time to a selected stall.

Communications software is able to check the status of a selected stall.

Communications software is able to view network status and indicate which terminals are currently on-line or off-line.

Communications software is able to remotely monitor the following areas: status, cash box, audit, and power.

Communications software is able to view the current audit totals and current grand totals to include: cash, credit, cash card and overpayment.

Communications software is able to view the current status of the following items:

- a. Bill Acceptor: "disabled", "jammed"/ "not jammed"
- b. Bill Stacker: "full"/ "not full"
- c. Coin Acceptor: "enabled"/"disabled" and "jammed"/"not jammed"
- d. Card Reader: "present"/:"not present"
- e. Cash Container: "installed"/"not installed"
- f. Door: "open"/"closed"
- h. Power status
- i. Alarms

Communications software is able to alert users to alarms via beeper, text, and e-mail.

## **20. PRICE LIST/COMPONENTS**

Machines shall have internal components designed as interchangeable modular parts.

All replacement components shall be readily available from a local distributor. In the event that the local distributor is temporarily out of any component, additional components shall be available within twenty-four (24) hours.

## **21. SYSTEM IMPLEMENTATION**

The system shall include all hardware and software required for communicating with, programming or monitoring any of the supplied units. It is the CONTRACTOR's responsibility to incorporate all of the above and to establish the communications between the units and the communications center.

## **22. TRAINING**

The CONTRACTOR shall provide training at a designated CITY facility for each City parking employee to develop expertise in the operations of the machine and related software. Training fees are stipulated in Attachment B.

## **23. EXISTING UTILITY FACILITIES**

The CONTRACTOR is to investigate, by pot-holing or by other methods, to verify the location of all existing utilities. Any conflicts found are to be brought to the attention of the CITY for resolution prior to start of work. Unless otherwise directed, the CONTRACTOR is to support or otherwise protect all other utility companies' facilities while work is in progress. Unauthorized work, where damages are sustained by any utility (including irrigation) as a result of operations under this Contract shall be promptly repaired or replaced at the sole expense of the CONTRACTOR and no additional money shall be due for this repair or replacement work under this contract.

## **24. SUBCONTRACTING**

Any subcontractors that are used for services in this Agreement, shall be pre-approved by the CITY prior to commencement of services. Changing subcontractors throughout the course of the Agreement is prohibited, unless the Project Manager approves the change.

**ATTACHMENT B**

**PRICING CHART**

Subject to appropriation of funds, the City has the right to purchase up to thirty seven (37) units of the Luke paystation multi-space parking meter, at the following unit pricing, which reflects the unit price and total price in the event the City decides to purchase the total shown.

Equipment				
Part No.	Description	Qty	Unit Price	Extended Price
800.1007	LUKE Parking station, coin/CC/Bill US (1000 note stacker)**	33	7,197.00	237,501.00
661.0001 or 661.0003	Thermal Paper, Pay-by-Space	33	46.00	1,518.00
880.0030	External Keys (set of two)	4	45.00	180.00
	Internal Keys (Stacker, Stacker access, coin bag, coin removal, USB door, hopper)	4	48.00	192.00
880.1074	EMS GSM Modem	33	420.00	13,860.00
880.1039 & 880.1041	LUKE BOSS Software - Advanced - Payment Station License	33	180.00	5,940.00
			<b>Subtotal:</b>	<b>259,191.00</b>

Associated Expenses of Equipment				
Part No.				
880.1028	LUKE Mobile Key and software	2	240.00	480.00
880.1040	LUKE BOSS Software - Advanced - Advanced Site License	1	600.00	600.00
880.1040	BOSS Software Introductory Discount	1	(600.00)	(600.00)
885.1016	Spare, regular coinbag	33	60.00	1,980.00
885.1018	Spare, Bill Stacker, US, LUKE, 1000 Note	33	240.00	7,920.00
880.1010	AC Power Option	33	138.00	4,554.00
350.1003	Stainless Steel Cabinet Upgrade	12	720.00	8,640.00
880.1037	Pedestal - Standard ADA Compliant Stainless Steel Upgrade	12	360.00	4,320.00
			<b>Subtotal:</b>	<b>27,894.00</b>

Shipping & Other Service Costs				
Part No.				
Freight	Shipping	33	350.00	11,550.00
Service	Training (First Day)	1	2,000.00	2,000.00
Service	Training (Additional Day)	9	500.00	4,500.00
			<b>Subtotal:</b>	<b>18,050.00</b>


\*\* Includes the Ethernet Hardwire package

OPTIONAL PURCHASE ***				
Part No.				
800.1007	LUKE Parking station, coin/CC/Bill US (1000 note stacker)**	4	7,197.00	28,788.00
661.0001 or 661.0003	Thermal Paper, Pay-by-Space	4	46.00	184.00
880.1074	EMS GSM Modem	4	420.00	1,680.00
880.1039 & 880.1041	LUKE BOSS Software - Advanced - Payment Station License	4	180.00	720.00
885.1016	Spare, regular coinbag	4	60.00	240.00
885.1018	Spare, Bill Stacker, US, LUKE, 1000 Note	4	240.00	960.00
880.1010	AC Power Option	4	138.00	552.00
Freight	Shipping	4	350.00	1,400.00
			<b>Subtotal:</b>	<b>34,524.00</b>

			<b>Total:</b>	<b>339,659.00</b>

\*\* Includes the Ethernet Hardwire package

\*\*\* Contingency for option to add additional equipment within the designated address locations.

**PAYMENT TERMS**

Payment terms will be considered to be net 30 days after the date of satisfactory delivery, installation, and acceptance testing in accordance with Attachment C at the place of acceptance and receipt of correct invoice at the office specified, whichever occurs last. Invoices must be submitted against each individual purchase order. Invoices without a correct and valid purchase order number may not be processed for payment.

Request for payment for invoice(s) shall minimally meet the following conditions to be considered as a valid payment request:

- (a) Timely submission of a properly certifiable invoice(s), in strict accordance with the price(s) and delivery elements as stipulated in the agreement, submitted to:

The City of Boca Raton, Financial Services Department  
City Hall, 201 W. Palmetto Rd, Boca Raton, FL 33432  
PH: 561-393-7727

- (b) All invoices submitted shall: consist of an original and one (1) copy; clearly reference the subject purchase order number; provide a sufficient salient description to identify goods or service for which payment is requested; contain the date of delivery; contain an original or legible copy of signed delivery receipt including both manual and printed name of a designated City of Boca Raton employee or authorized agent who received the goods; and identify invoice as "partial" or "final".
- (c) The invoice shall contain the CONTRACTOR'S Federal Employer Identification number and clearly reference the Contractor's Business name and address for payment.

## ACCEPTANCE AND PAYMENT

The CITY will pay 100% of the contract price for each order after all items have been delivered/installed and accepted in accordance with Attachment C. The CITY's Project Manager will make final inspection of the material covered by this agreement when it is delivered and installed in accordance with the specifications and must be approved before payment is made. Failure in the CONTRACTOR's responsibility as outlined may result in either one or any of the following as determined by the City (without waiver of any rights or remedies):

- Request for immediate replacement and/or correction of partial or entire order.
- Payment withholding until compliance is received and approval granted.
- Return of partial or entire order for full credit at no additional cost to the CITY.
- Cancellation of partial or entire order at no cost to the CITY.

**ATTACHMENT C  
METER HARDWARE ACCEPTANCE TEST**

Meter #: \_\_\_\_\_ S/N (last 4) \_\_\_\_\_ Test Date: \_\_\_\_\_

<b>Physical Security and Lock</b>		<b>Yes</b>	<b>No</b>
1	All locks work properly with associated keys.		
<b>LCD Display</b>		<b>Yes</b>	<b>No</b>
2	Color LCD screen operates properly.		
<b>Keypad and Instruction Panel</b>		<b>Yes</b>	<b>No</b>
3	The unit has a functioning full numeric keypad.		
<b>Receipt Slot</b>		<b>Yes</b>	<b>No</b>
4	The receipt slot is protected with a sliding door.		
<b>Coin Slot / Acceptor</b>		<b>Yes</b>	<b>No</b>
5	Coin slot accepts all US coins.		
6	Returns rejected coins, tokens or slugs immediately via the coin return outlet.		
<b>Bill Acceptor</b>		<b>Yes</b>	<b>No</b>
7	Bill acceptor accepts valid bills in all four orientations with invalid bills returned immediately.		
8	Bill Stacker can be easily removed and opened.		
<b>Coin Compartment</b>		<b>Yes</b>	<b>No</b>
9	All coin deposits properly fall into a double-locked secured coin bag.		
10	The coin bag is secure when removed.		
<b>Credit Card Reader and Operation</b>		<b>Yes</b>	<b>No</b>
11	The credit card reader properly accepts and processes city-approved cards (Visa/MC only)		
<b>Real-time Credit Card Authorization</b>		<b>Yes</b>	<b>No</b>
12	Remote real-time credit card authorization – meter sends and receives transaction info accurately.		
13	Ticket prints with credit card authorization number →if not authorized (accepted), note receipt time.		
<b>Printer</b>		<b>Yes</b>	<b>No</b>
14	The printer properly prints tickets with all fields filled as programmed.		
<b>Modem and Wireless Communication</b>		<b>Yes</b>	<b>No</b>
15	Modem shows communication between controller box and modem.		
<b>Battery and Power Levels</b>		<b>Yes</b>	<b>No</b>
16	Battery recharges (barring extreme weather conditions). Meter installed in solar supported location.		

**TOTAL:**

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Notes (if any):

**Tested by:** \_\_\_\_\_  
**Approved by:** \_\_\_\_\_  
**Date:** \_\_\_\_\_