



COOPERATIVE/PIGGYBACK PURCHASE AGREEMENT

Cooperative/Piggyback Name:	City of Berkeley
Contractor:	IPS Group, Inc.
City of Berkeley, Agreement Number:	10145
City of Berkeley Initial Agreement Term:	Start Date: June 24, 2015 End Date: June 30, 2018 with 2 – one year extensions
City of Berkeley Amended Term: 1st extension option exercised	June 30, 2018 – June 30, 2019
City of Berkeley Agreement Remaining Options to Extend:	One additional extension remains through June 30, 2020.
City of Stockton Cooperative Piggyback Purchase Agreement Term:	Start Date: _____ End Date: June 30, 2019 or through Berkeley's final extension, whichever is later
City of Stockton Cooperative/Piggyback Purchase Agreement Amount:	Not to exceed \$750,00

The City of Stockton, a California municipal corporation on behalf of itself and its associated entities ("City"), and the above-named Contractor ("Contractor"), do hereby agree that City shall be granted the pricing, terms, and conditions, under the above referenced City of Berkeley Agreement #10145, as such may be amended from time to time. The City of Berkeley Agreement # 10145 and associated documents, are incorporated herein as Exhibit A to this City Cooperative/Piggyback Purchase Agreement ("Agreement").

Contractor shall grant such pricing, terms, and conditions to City for all procurements of goods and services, whether taking place on a City purchase order, purchasing card (credit card), or other purchasing modality, whether via telephone, via the Contractor website, or via direct purchase at a Contractor retail location.

The Term of this Agreement shall remain in effect through June 30, 2019, and will be automatically extended, if renewed by the City of Berkeley, unless terminated earlier by the City.

INDEMNITY AND HOLD HARMLESS: To the fullest extent permitted by law, Contractor

EXHIBIT 1

Exhibit A City of Berkeley Agreement # 10145

shall hold harmless, defend at its own expense, and indemnify the City of Stockton, its officers, employees, agents, and volunteers, against any and all liability, claims, losses, damages, or expenses, including reasonable attorney's fees, arising from all acts or omissions of contractor or its officers, agents, or employees in rendering services under this contract; excluding, however, such liability, claims, losses, damages, or expenses arising from the City of Stockton's sole negligence or willful acts. The duty to defend and the duty to indemnify are separate and distinct obligations. The indemnification obligations of this section shall survive the termination of this agreement.

GOVERNMENT LAW: California law shall govern any legal action pursuant to this Agreement with venue for all claims in the Superior Court of the County of San Joaquin, Stockton Branch or, where applicable, in the federal District Court of California, Eastern District, Sacramento Division.

City and Contractor do hereby enter into this Agreement, to procure the goods and services identified in the City of Berkeley Agreement #10145 and associated documents, as incorporated in Exhibit A. In no way, shall payment to the Contractor during the term of this Agreement, or any extended term, exceed \$750,000.00, unless a written amendment is executed by both parties and approved by City Council. Any person signing this Agreement on behalf of City or Contractor does represent and warrants that he or she has full authority to do so.

This Agreement may be amended only by a written amendment, consistent with the underline Agreement, signed by Contractor and City.

CITY OF STOCKTON

CONTRACTOR

City Manager, Kurt O.Wilson

By: _____
Signature

Print name

ATTEST:

Title: _____

Interim City Clerk, Christian Clegg

[If Contractor is a corporation, signatures must comply with Corporations Code §313]

APPROVED AS TO FORM:

City Attorney,

By: _____
Signature

Print name

Title: _____

EXHIBIT A**ADDITIONAL SERVICES INCLUDE:**

1. Provider will install Pay station anchor mountings as specified in IPS MS1 concrete Anchor Installation (Appendix K).
2. Provider will install all of the IPS pay stations.
3. Provider will integrate with other industry-related technology systems at the City's request, at no additional charge. Specifically, provider will integrate with the citation processing system and any future technology such as License Plate Recognition (LPR) software or access control equipment within garages, as appropriate.
4. Provider will provide for validations to be used, activated and managed through the Provider's web-based management system. Validations to be used by public customers at the on-street payment machines or through direct data entry through the web-based system for authorized individuals.
5. Provider is responsible for development and implementation of a response plan in the circumstance of a data breach.
6. Provider will ensure data is encrypted during transmission and while at rest.
7. Provider will ensure that data is purged after the five-year retentions standard as stated in section 3.7. Provider will not forward data to City without written request, prior to expiration of the five-year period.
8. Notices. Demands and Communications.

Formal notices, requests for consents, demands, and communications between the City and the Tenant shall be sufficiently given if and shall not be deemed given unless dispatched by registered or certified mail, postage prepaid, return receipt requested, or delivered by express delivery service, return receipt requested, or delivered by email, or delivered personally, to the principal office of the parties as follows:

City: City of Stockton
425 North El Dorado Street
Stockton, California 95202
Attn: City Manager

With a copy to:
City of Stockton
Office of City Attorney
425 North El Dorado Street
Stockton, California 95202

9. The following requirements do not pertain to no will they be enforced in the City of Stockton Agreement:
 - a. Section 14 regarding a non-discrimination provision specific to the Berkeley Muni Code.
 - b. Section 17 regarding "nuclear free" provision specific to the City of Berkeley.
 - c. Section 18- "Oppressive state prohibition" specific to the City of Berkeley.
 - d. Section 20- City of Berkeley living wage.
 - e. Section 21- City of Berkeley Equal benefits
10. Provider is required to have and maintain a current City of Stockton Business license during the term of this agreement.

EXPENDITURE NON-CONSTRUCTION CONTRACT REVIEW FORM: NEW CONTRACT

CMS # D586T
(To be filled in by department)

Contract # 10145
(To be filled in by Auditor)

CONTRACTOR NAME: IPS Group Inc.

Subject of Contract: Parking Meter & Pay Station Contract

This contract package contains: 3 Original Contracts (Department, Vital Record and Vendor) in folders	Attached	Waiver Attached	Not Required
*The Vital Record contract MUST be in a folder. *Optional: In lieu of folders, Department and Vendor copies may be assembled with an Acco-fastener.			
1. CONTRACT BOILERPLATE	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>
2. Scope of Services (Appendix B)	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>
3. Payment Provisions (Appendix C)	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>
4. Evidence of Competitive Solicitation OR Waiver by CM or by Council Resolution	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
5. CERTIFICATIONS			
a. Workforce Composition (businesses with 5 or more employees)	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
b. Nuclear Free Berkeley Disclosure	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
c. Oppressive States Disclosure (Exception: Community-based, non-profit organizations)	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
d. Certification of Compliance with Living Wage Ordinance (LWO): use current form on web*	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
e. Certification of Compliance with Equal Benefits Ordinance: use current form on web*	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
f. Community Agency: Certification of Anti-Lobbying	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
g. Community Agency: Certification of Drug-Free Workplace	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
6. Insurance Certificate/s AND Endorsement/s OR Insurance Waiver/s (originals, not copies)	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
7. Authorizing Council Resolution # <u>67,093-N.S. = 23 Jun 2015</u>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
8. Consultant Contracts: Form 700, Statement of Economic Interests	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
9. Federally Funded Project Requirement: Debarment status printout	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>

Berkeley Business License # 15-00048082
 Requisition # 784624 189264 (Hard copy attached)
 Budget Code 840-4940-431-3038/840-4940-431-7141

Contract Amount 5515,511.00 \$515,511.00
 Council Approved Amount \$ 5,604,170

Was there any advance payment? No Yes If Yes, Advanced Amount \$ _____
 If Yes, Purchase Order # _____

Routing and signatures:
 All elements of the contract package, including information provided above, have been reviewed for completeness and accuracy and evidenced by the following signatures (Project Manager please print name):

1. DANETTE L. Perry Public Works 901-7057 10/21/15
 Project Manager (PRINT NAME) & Department Phone No. Date

2. [Signature]
 Department Administrative Officer/Accounting Date

3. For Phil Harrington 11-12-15
 Department Head Date

4. [Signature] CONV 15
 Contract Administrator Date

5. [Signature] 11/20/15
 Budget Manager Date

EXECUTED
 NOV 24 2015

RECEIVED
 NOV 24 2015

CITY AUDITOR

Routing continues to the following persons, who sign directly on the contract:
 6. City Manager (Will not sign unless all signatures and dates appear above) **RECEIVED** 11-4-15

* For current vendor forms, go to City of Berkeley website: <http://www.cityofberkeley.info/ContentDisplay.aspx?id=5418>

City of Berkeley
Contract Amendment Data Transmittal

(To be completed by Project Manager)

7. **City Auditor**

(Initials) au/29/15

8. **City Clerk:** CMS Login

SP/29/15

Destruct _____

Review _____

RECEIVED
CITY OF BERKELEY
MAY 29 2015

CITY OF BERKELEY

**IPS PAY STATIONS, PARKING METERS AND MANAGEMENT SYSTEM SERVICES
CONTRACT**

THIS CONTRACT is between the CITY OF BERKELEY (“City”), a Charter City organized and existing under the laws of the State of California, and IPS Group Inc. (“Provider”), a corporation based in Pennsylvania, doing business at 5601 Oberlin Drive, Suite 100, San Diego, California, 92121 who agree as follows:

Article 1. CONTRACT APPENDICES

The Contract Appendices are as follows:

- A Software License and Escrow Agreement
- B Scope of Services
- C Payment Terms
- D Equipment Specifications
- E Training Outline
- F Warranty Agreement
- G Software Maintenance & Support Agreement
- H PCI Compliance for Third Party Service Provider (TPSP)
- I City’s Responsibility Matrix – PCI for TPSP PCI DSS 3.0 Management
- J Equipment Acceptance Certificate
- K IPS MS1 Concrete Anchor Installation
- L Data Transfer Acceptable Format
- M City of Berkeley RFP Specification No. 15-10917-C Multi-Space Meter Upgrades
- N IPS RFP Response to Specification No. 15-10917-C Multi-Space Meter Upgrades

CMS#: D586T
AUTH# 07,093-N.5

Article 2. SCOPE OF SERVICES

Contractor agrees to perform all services described in Appendix A, in accordance with its stated terms and conditions. Appendix A is attached to and made a part of this Contract.

In the event of any conflict, discrepancy or ambiguity between the general provisions found on pages 1 to 15 and any of the Appendices, the following order of precedence shall control: 1) the general provisions of this Contract (CMS# D586T), 2) Appendices A, B, C, D, E, F, G, H, I, J, K, L, and Appendix M – Request for Proposals Specification No. 15-10917-C dated March 9, 2015, save for any exceptions contained in Appendix N which shall take precedence, and Appendix N – IPS Response to RFP, dated March 26, 2015. The Provider has duly performed all prior work for the City regarding parking meters and related services, pursuant to Contract Number 9027, dated, May 21, 2012, which Contract was authorized by the Berkeley City Council by Resolution No. 65,466 - N.S., Contract 9027 and any amendments (collectively “prior contract”) and there are no known claims related to the prior contract.)

Article 3. TERM AND RENEWAL

3.1 This Contract shall be for a period of (3) years with an option to extend the Agreement for two (2) one-year terms at the city’s sole discretion. This contract shall begin on June 24, 2015 and end on June 30, 2018 The City Manager of the City may extend the term of this contract by giving written notice.

3.2 Either party may terminate this Contract for default upon thirty (30) days’ written notice to the other if the other party has substantially failed to fulfill any of its obligations under this Contract in a

timely manner. City may terminate this Contract at its convenience and without cause upon thirty (30) days written notice to Contractor. Except as provided in this Contract, in no event shall City be liable for costs incurred by or on behalf of Contractor thirty (30) days after the effective date of a notice of termination.

3.3 A written notice is deemed served when a party sends the notice in an envelope addressed to the other party to this Contract and deposits it with the U.S. Postal Service, first class mail, postage prepaid. For purposes of this Contract, all notices to City shall be addressed as follows:

City Manager
City of Berkeley
2180 Milvia Street
Berkeley, California 94704

For purposes of this Contract, all notices to Contractor shall be addressed as follows:

Chad Randall, COO
IPS Group Inc.
5601 Oberlin Drive Suite 100
San Diego, California 92121

3.4 If City terminates this Contract for convenience before Contractor completes the services in Appendix B, Provider shall then be entitled to recover its costs expended up to that point plus a reasonable profit, but no other loss, cost, damage, expense or liability may be claimed, requested or recovered.

3.5 IPS Group Inc. warrants and represents that its officials, including its officers and employees in their official capacity, presently have no interest and agrees that officials, including its officers and employees in their official capacity, will not acquire any interest which would represent a conflict of interest under California Government Code sections 1090 et seq. and 87100 et seq. during the performance of this Agreement.

Article 4. PAYMENT TERMS

For services referred to in Article 2 (Scope of Services), City will pay Provider a total amount not to exceed \$5,519,917. City shall make payments to Provider in accordance with the provisions described in Appendix C, which is attached to and made a part of this Contract.

Article 5. PROVISIONS OF PARKING METER EQUIPMENT AND DATA MANAGEMENT SYSTEM PURCHASES

5.1 The parking meter and pay station implementation will occur in accordance with the terms specified in Article 2 (Scope of Services).

5.2 Provider shall for the term of the Contract provide all required hosting and operations support for the Secure Gateway and the Web-Based Data Management System (DMS) at costs identified in Appendix C.

- 5.3. Provider shall provide City a non-exclusive, non-transferable license to use the Hosted Software in accordance with the applicable documentation and in accordance with the terms set forth in Appendix A for the term of this Contract at a cost identified in Appendix C.
- 5.4. Provider shall deliver and install "Parking Equipment" (such as single-space meters, multi-space pay-stations, and related equipment), which is defined in Appendix D in conjunction with the IPS Data Management System (DMS) – (also referred to as "Software") to the City and provide all necessary City employees training as set forth in Appendix E to maintain this equipment for the term of this Contract.
- 5.5. Provider shall provide and perform the services for the term of the Contract in full compliance with all applicable laws, codes and standards (both public and private), including, but not limited to, the standards included in Appendix B and warranties expressed in Appendix F.
- 5.6. Provider shall provide goods for the term of this Contract as set forth in Appendix B.
- 5.7. Provider shall provide City technical support for the term of this Contract as set forth in Appendix B and Appendix F.

Article 6. CITY'S RESPONSIBILITIES

- 6.1. In connection with the performance of this Contract and the provision of services, City shall be responsible for the following:
- 6.1.1 City shall be responsible for ensuring that City's use of the services and the performance of City's other obligations hereunder comply with all laws applicable to City.
- 6.1.2 City shall be responsible for the accuracy and completeness of all records and databases provided by City in connection with this Contract for use on Provider's system.
- 6.1.3 City shall make available to IPS any currently existing documents, data or information required for the performance of the services, including any material updates therein.
- 6.1.4 City shall provide first line of preventative maintenance for all parking equipment for the term of this Contract as set forth in Appendix B and Appendix F.
- 6.1.5 City shall designate a representative authorized to act on behalf of the City. City shall keep the Parking Equipment in good repair, condition and working order. The City will notify the Provider of any need for warranty repair work and will coordinate the return process with the Provider.
- 6.1.6 City shall be solely responsible for Parking Equipment hardware maintenance, including but not limited to meter posts and housings, including keeping meter posts, keys locks and housings in good working order and in compliance with all applicable laws, pay-station cabinets, including removal of graffiti.

- 6.1.7 City shall be fully responsible, at its own cost and expense, to provide and maintain a merchant account and associated merchant account services using a City designated third party provider.

Article 7. SUBCONTRACTING

- 7.1. Provider is prohibited from subcontracting this Contract, or any part of it, unless such subcontracting is approved by City in advance in writing.

Article 8. PROVIDER'S REPRESENTATIONS AND WARRANTIES

In order to induce the City to enter into this Contract, Provider makes the following representations and warranties:

- 8.1. Provider has the expertise, manufacturing, management and maintenance capabilities, and financial capabilities to perform and complete all of its obligations contained in this Contract.
- 8.2. Provider is and shall at all times be fully qualified and capable of performing its obligations under this Contract and possesses or will timely obtain all necessary licenses and/or permits required to perform such obligations.
- 8.3. Provider represents and agrees that the Services shall be performed in a professional manner and shall conform to established industry best practices.
- 8.4. Provider shall deliver all obligations undertaken in this Contract free and clear of all liens, rights of conditional vendors, encumbrances, and claims of copyright, patent or license holders, and in conformance with the requirements of this Contract.
- 8.5. Provider shall provide a full 12-month warranty on all Parking Equipment as described in Attachment A, Provider Limited Warranty, on all installed equipment.
- 8.6. Provider shall provide technical support via telephone Mondays through Fridays from 7:00 AM to 5:00 PM. Provider shall provide on-site technical support within 24 hours Mondays through Fridays from 8:00 AM to 5:00 PM. Provider shall ensure the availability of current manuals and shall provide all manuals for any future upgraded or new services.
- 8.7. The Provider shall bear risk of loss of the Parking Equipment, including any damage sustained during transportation to the delivery site. Risk of loss shall pass to the City upon delivery. Transfer of title to Parking Equipment shall pass to the City upon receipt of payment by the Provider.
- 8.8. Nothing in this Contract shall constitute any form of real or implied parking meter or parking ticket revenue guarantee by Provider.

Article 9. INSURANCE

- 9.1. Provider shall furnish to City satisfactory proof that Provider has taken out for the entire period of this Contract the following insurance in a form satisfactory to City and with an insurance carrier satisfactory to City, authorized to do business in California and rated by A.M. Best & Company A or better, which will protect those described below from claims described below which arise or are alleged to

have arisen out of or result from the services of Provider, for which Provider may be legally liable, whether performed by Provider, its subcontractors or sub consultants of any tier or by those employed directly or indirectly by them or any of them, or by anyone for whose acts any of them may be liable. All insurance, except professional liability insurance and Workers Compensation, shall name the City, its officers, agents, volunteers and employees as additional insured's and shall provide primary coverage with respect to the City, and there shall be a waiver of subrogation as to each named and additional insured.

9.1.1 Commercial general liability insurance: Comprehensive or Commercial General Liability Insurance with limits not less than two million dollars (\$2,000,000.00) each occurrence Combined Single Limit for Bodily Injury and Property Damage, including Contractual Liability, Personal Injury, Products and Completed Operations. If the Comprehensive or Commercial General Liability Insurance is written on a Claims Made Form then, following termination of this Contract, coverage shall survive for a period of not less than five years. Coverage shall also provide for a retroactive date of placement coinciding with the effective date of this Contract.

9.1.2 Professional liability insurance: If any licensed professional performs services under this Contract, a professional liability insurance policy in the minimum amount of one million dollars (\$1,000,000.00) each occurrence to cover any claims arising out of Provider's performance of services under this Contract.

9.1.3 Business automobile liability insurance: Primary coverage shall be written on ISO Business Auto Coverage form CA 00 01 06 92 or its equivalent including symbol 1 (Any Auto), if applicable. Limits shall be not less than one million dollars (\$1,000,000.00) each occurrence including coverage for owned, non-owned and hired vehicles, subject to a deductible of not more than ten thousand dollars (\$10,000.00) payable by Provider.

9.1.4 Full workers' compensation liability insurance for all persons whom Provider may employ in furnishing and providing the Services hereunder, in accordance with California law. Workers' compensation policy shall include Employer Liability Insurance with limits not less than one million dollars (\$1,000,000.00) each accident or occurrence. There shall be a waiver of subrogation as to the City and each named and additional insured under such policy.

9.2 Certificates of Insurance and Endorsements shall have clearly typed thereon the City contract number and title of contract, shall provide that the insurance carrier shall not cancel or terminate said policies except upon thirty (30) days written notice to City's Contract Administrator, except (10) ten days' notice will be given for cancellation for non-payment. Endorsements naming the City as additional insured shall be attached to the Certificate of Insurance.

9.3 Nothing contained herein shall be construed as limiting in any way the extent to which Provider or any of its subcontractors or sub consultants may be held responsible for payment of damages resulting from their operations.

9.4 After reasonable notice, if Provider fails to maintain insurance, the City may take out insurance to cover any damages of the above mentioned classes for which the City and others to be insured referenced above might be held liable on account of Provider's failure to pay such damages, or compensation which the City might be liable under the provision of the Worker's Compensation Insurance and Safety Act, by reason of employee of Provider being injured or killed, and deduct, and in addition to any other remedy, retain amount of premium from any sums due Provider under this Contract.

9.5 Provider shall forward all insurance documents to:

Department Name: **Public Works Administration**

CMS#: **D586T**

Department Address: **2180 Milvia Street Berkeley, CA 94704**

Article 10. INDEMNIFICATION

10.1 Provider shall indemnify, defend with counsel reasonably acceptable to the City, and hold harmless the City and its officials, commissioners, officers, agents, employees and volunteers from and against any and all loss, liability, claims, suits, actions, damages, and causes of action arising out of any personal injury, bodily injury, loss of life, or damage to property, or any violation of any federal, state, or municipal law or ordinance, to the extent caused, in whole or in part, by the willful misconduct or negligent acts or omissions of Provider or its employees, subcontractors, or agents, or by acts for which they could be held strictly liable, or by the quality or character of their work.

10.2 The foregoing obligation of Provider shall not apply in instances when (a) the injury, loss of life, damage to property or violation of law arise from the negligence or willful misconduct of the City or its officials, commissioners, officers, agents, employees and volunteers; (b) the actions of Provider or its employees, subcontractors, or agents have contributed in no part to the injury, loss of life, damage to property or violation of law; (c) City changed, modified or altered the services rendered or tasks performed by Contractor such that, absent City's actions, no such claims would have been brought against Provider and/or City. It is understood that the duty of Provider to indemnify and hold harmless includes the duty to defend as set forth in California Civil Code section 2778. Acceptance by City of insurance certificates and endorsements required under this Agreement does not relieve Provider from liability under this indemnification and hold harmless clause. This indemnification and hold harmless clause shall apply to any damages or claims for damages whether or not such insurance policies shall have been determined to apply. By execution of this Agreement, Provider agrees to the provisions of this Section and acknowledges that it is a material element of consideration.

10.3 NOTWITHSTANDING ANYTHING CONTAINED IN THIS AGREEMENT TO THE CONTRARY, IN NO EVENT SHALL EITHER PARTY BE RESPONSIBLE FOR SPECIAL, INDIRECT, INCIDENTAL, CONSEQUENTIAL, INCLUDING WITHOUT LIMITATION, LOST PROFITS, LOST REVENUES OR OTHER MONETARY LOSS, ARISING OUT OF OR RELATED TO THIS AGREEMENT AND ANY ACTIONS OR OMISSIONS WITH RESPECT THERETO, WHETHER OR NOT ANY SUCH MATTERS OR CAUSES ARE WITHIN A PARTY'S CONTROL OR DUE TO NEGLIGENCE OR OTHER FAULT ON THE PART OF A PARTY, ITS AGENTS, AFFILIATES, EMPLOYEES OR OTHER REPRESENTATIVES, AND REGARDLESS OF WHETHER SUCH LIABILITY ARISES IN TORT, CONTRACT, BREACH OF WARRANTY OR OTHERWISE. ANY LIABILITY INCURRED BY CONTRACTOR IN CONNECTION WITH THIS AGREEMENT SHALL BE LIMITED TO THE INSURANCE COVERAGE REQUIRED BY THIS CONTRACT.

Article 11. CANCELLATION AND TERMINATION

11.1 **Termination of Provider for Default.** In the event Provider fails to perform one or more of its material obligations under this Contract and has failed within thirty (30) days of receiving notice from City to (a) cure the default or (b) if the default cannot be cured within thirty (30) days, provide the written assurances and plan as specified in subsection

11.1.1. This Contract may be terminated and all of Provider's rights hereunder ended. Termination will be effective after thirty (30) days written notice to Provider. No new work will be undertaken after the date of receipt of any notice of termination, or ten (10) days after the date of the notice, whichever is earlier. In the event of such termination, Provider will be paid for those services performed under this Contract up to the date of termination and for reasonable direct costs incurred up to the date of termination, and any annual fees will be pro-rated. However, City may offset from any such amounts due Provider any damages or other costs City has or will incur due to Provider's non-performance. Any such offset by City will not constitute a waiver of any other remedies City may have against Provider for financial injury or otherwise.

11.1.2. If the City at any time reasonably believes that Provider is or may be in default under this Contract, the City may in its sole discretion notify Provider of this fact and request written assurances from Provider of performance of the Contract and a written plan from Provider to identify and attempt to remedy any failures to perform the terms of the Contract which the City may advise the Provider of in writing. Failure of the Provider to provide written assurances of performance as required herein will constitute a separate material breach of this Contract sufficient to invoke paragraph 11.1 above.

11.1.3. In the event a termination for cause is determined to have been made wrongfully or without cause, then the termination shall be treated as a termination for convenience in accordance with subsection 11.2, save for the Provider in such circumstances to claim direct costs or damages specifically related to the wrongful termination.

11.2 Termination of Provider for Convenience. Termination of this Agreement for convenience shall be in accordance with 49 C.F.R. 18.44.

11.2.1 City may terminate this Contract for City's convenience and without cause at any time by giving Provider thirty (30) written notice of such termination. In the event of such termination, Provider will be paid for those services performed and products delivered, pursuant to this Contract, up to the date of termination in accordance with Appendix C (Payment Terms). In no event will City be liable for costs incurred by Provider after the date of termination. Such non-recoverable costs include, but are not limited to, post-termination anticipated profits of this Contract, post-termination employee salaries, post-termination administrative expenses, or any other cost which is not reasonable or authorized under this section. The City shall automatically waive any and all current and future claims against Provider related to this Contract when terminating for convenience.

11.3 Obligations of Provider Upon Termination. Upon termination of this Contract, Provider will submit an invoice to City for an amount which represents the value of its work or services actually performed prior to the effective date of termination and for direct costs for which Provider is entitled under this Contract to be compensated, except that with respect to reimbursement for Provider's services, in no event will the compensation paid for the month in which the termination occurs be greater than the charges for the services delivered prior to the notice. Upon approval and payment of this invoice by City, City shall be under no further obligation to Provider monetarily or otherwise.

11.4 Termination of City for Default. City shall be in default of this Contract thirty (30) days after written notice of City's failure to comply in any respect with any material terms and conditions of this Contract and City fails to cure such breach within such thirty (30) day period. Notwithstanding the above, City shall be in default hereunder upon ten (10) days written notice in the event the breach is due

to non-payment by the City and City fails to cure such breach due to non-payment within such ten (10) day period.

11.5 Return of City Data. Within thirty (30) days of notification of termination of this Contract, Provider shall provide City with all City-owned data in dedicated data files suitable for importation into commercially available database software (e.g., MS-Access or MS-SQL). The dedicated data files will be comprised of City's data contained in Provider's system. The structure of the relational database will be specific to the City's data and will not be representative of the proprietary Provider's database.

Article 12. GENERAL WARRANTIES, LIMITATIONS ON WARRANTIES

12.1 Compliance with Specifications. Provider's computer programs, files, hosted services, documentation and all other work product will strictly comply with the descriptions and representations made in Appendix D (Equipment Specifications) and including performance capabilities, completeness, specifications, configurations, and function that appear therein.

12.2 Provider may lawfully grant the license set forth in Section 5.3 and Appendix A.

12.3 Provider is neither aware that the licensed software or use of the hosted services, including all subsequent versions, updates, enhancements and/or releases, not licensed materials, or the use thereof within the scope of the License, infringes a patent, trademark or copyright or is claimed to be a trade secret of any person who has not consented to the granting of the License.

12.4 During the Initial Term, and any Renewal Term thereafter, the hosted services and software, including all subsequent versions, updates, enhancements and/or releases, will conform to the applicable printed documentation (i.e., all reference materials or manuals) delivered by Provider to City.

12.5 Provider is neither aware that the software, including all subsequent versions, updates, enhancements and/or releases, nor the licensed materials or hosted services contain any virus, time bomb mechanism, or other software or code that can disable or adversely affect any and all of the software or the licensed materials or destroy any data or other software.

12.6. THE WARRANTIES CONTAINED IN THE CONTRACT DOCUMENTS ARE PROVIDER'S SOLE AND EXCLUSIVE WARRANTIES. THE EXTENT OF THE PROVIDERS LIABILITY FOR A WARRANTY CLAIM IS LIMITED TO THE REPAIR OR REPLACEMENT OF THE DEFECTIVE EQUIPMENT. PROVIDER AFFIRMATIVELY EXCLUDES ANY AND ALL OTHER WARRANTIES, CONDITIONS, OR REPRESENTATIONS (EXPRESS OR IMPLIED, ORAL OR WRITTEN), WITH RESPECT TO THE GOODS PROVIDED INCLUDING ANY AND ALL IMPLIED WARRANTIES OR CONDITIONS OF TITLE, MERCHANTABILITY, OR FITNESS OR SUITABILITY FOR ANY PURPOSE (WHETHER OR NOT THE PROVIDER KNOWS, HAS REASON TO KNOW, HAS BEEN ADVISED, OR IS OTHERWISE IN FACT AWARE OF ANY SUCH PURPOSE) WHETHER ARISING BY LAW OR BY REASON OF CUSTOM OF THE TRADE.

Article 13. CONFORMITY WITH LAW AND SAFETY

a. Provider shall observe and comply with all applicable laws, ordinances, codes and regulations of governmental agencies, including federal, state, municipal and local governing bodies having jurisdiction over any or all of the scope of services, including all provisions of the Occupational Safety and Health Act of 1979 as amended, all California Occupational Safety and Health Regulations, and all other applicable federal, state, municipal and local safety regulations. All services performed by Provider must be in accordance with these laws, ordinances, codes and regulations. Provider shall release, defend, indemnify and hold harmless City, its officers, agents, volunteers and employees from any and all damages, liability, fines, penalties and consequences from any noncompliance or violation of any laws,

ordinances, codes or regulations.

b. If a death, serious personal injury or substantial property damage occurs in connection with the performance of this Contract, Provider shall immediately notify the City's Risk Manager by telephone. If any accident occurs in connection with this Contract, Provider shall promptly submit a written report to City, in such form as the City may require. This report shall include the following information: 1) name and address of the injured or deceased person(s); 2) name and address of Provider's subcontractor, if any; 3) name and address of Provider's liability insurance carrier; and 4) a detailed description of the accident, including whether any of City's equipment, tools or materials were involved.

c. If a release of hazardous materials or hazardous waste that cannot be controlled occurs in connection with the performance of this Contract, Provider shall immediately notify the Berkeley Police Department and the City's Health Protection office.

d. Provider shall not store hazardous materials or hazardous waste within the City of Berkeley without a proper permit from the City.

Article 14. NON-DISCRIMINATION

Provider hereby agrees to comply with the provisions of Berkeley Municipal Code ("B.M.C.") Chapter 13.26 as amended from time to time. In the performance of this Contract, Provider agrees as follows:

a. Provider shall not discriminate against any employee or applicant for employment because of race, color, religion, ancestry, national origin, age (over 40), sex, pregnancy, marital status, disability, sexual orientation or AIDS.

b. Provider shall permit the City access to records of employment, employment advertisements, application forms, EEO-1 forms, affirmative action plans and any other documents which, in the opinion of the City, are necessary to monitor compliance with this non-discrimination provision. In addition, Provider shall fill-out, in a timely fashion, forms supplied by the City to monitor this non-discrimination provision. Provider's records of employment, employment advertisements, application forms, EEO-1 forms, affirmative action plans and any other documents, that are considered proprietary and confidential by the Provider shall be redacted or prevented from public disclosure.

Article 15. INDEPENDENT PROVIDER

a. Provider shall be deemed at all times to be an independent provider and shall be wholly responsible for the manner in which Provider performs the services required of Provider by the terms of this Contract. Provider shall be liable for its acts and omissions, and those of its employees and its agents. Nothing contained herein shall be construed as creating an employment, agency or partnership relationship between City and Provider.

b. Direction from City regarding the subject of this Contract shall be construed as providing for direction as to policy and the result of Provider's Work only and not as to the means or methods by which such a result is obtained.

c. Except as expressly provided in this Contract, nothing in this Contract shall operate to confer rights or benefits on persons or entities not party to this Contract.

d. Payment of any taxes, including California Sales and use Taxes, levied upon this Contract, the transaction, or the services or goods delivered pursuant hereto, shall be the obligation of the City.

Article 16. CONFLICT OF INTEREST PROHIBITED

a. In accordance with Government Code section 1090, Berkeley City Charter section 36 and B.M.C. Chapter 3.64, neither Contractor nor any employee, officer, director, partner or member of Contractor, or immediate family member of any of the preceding, shall have served as an elected officer, an employee, or a City board, committee or commission member, who has directly or indirectly influenced the making of this Contract.

b. In accordance with Government Code section 1090 and the Political Reform Act, Government Code section 87100 *et seq.*, no person who is a director, officer, partner, trustee, employee or consultant of the Contractor, or immediate family member of any of the preceding, shall make or participate in a decision made by the City or a City board, commission or committee, if it is reasonably foreseeable that the decision will have a material effect on any source of income, investment or interest in real property of that person or Contractor.

c. Interpretation of this section shall be governed by the definitions and provisions used in the Political Reform Act, Government Code section 87100 *et seq.*, its implementing regulations, manuals and codes, Government Code section 1090, Berkeley City Charter section 36 and B.M.C. Chapter 3.64.

Article 17. NUCLEAR FREE BERKELEY

Provider agrees to comply with B.M.C. Chapter 12.90, the Nuclear Free Berkeley Act, as amended from time to time.

Article 18. OPPRESSIVE STATES CONTRACTING PROHIBITION

a. In accordance with Resolution No. 59,853-N.S., Provider certifies that it has no contractual relations with, and agrees during the term of this Contract to forego contractual relations to provide personal services to, the following entities:

- (1) The governing regime in any Oppressive State.
- (2) Any business or corporation organized under the authority of the governing regime of any Oppressive State.
- (3) Any individual, firm, partnership, corporation, association, or any other commercial organization, and including parent-entities and wholly-owned subsidiaries (to the extent that their operations are related to the purpose of its contract with the City), for the express purpose of assisting in business operations or trading with any public or private entity located in any Oppressive State.

b. For purposes of this Contract, the Tibet Autonomous Region and the provinces of Adu, Kham, and U-Tsang shall be deemed oppressive states.

c. Provider's failure to comply with this section shall constitute a default of this Contract and City may terminate this Contract pursuant to Section 3. In the event that the City terminates Provider due to a default under this provision, City may deem Provider a non-responsible bidder for not more than five (5) years from the date this Contract is terminated.

Article 19. RECYCLED PAPER FOR WRITTEN REPORTS

If Provider is required by this Contract to prepare a written report or study, Provider shall use recycled paper for said report or study when such paper is available at a cost of not more than ten percent more than the cost of virgin paper, and when such paper is available at the time it is needed. For the purposes of this Contract, recycled paper is paper that contains at least 50% recycled product. If recycled paper is not available, Provider shall use white paper. Written reports or studies prepared under this Contract shall be printed on both sides of the page whenever practical.

Article 20. BERKELEY LIVING WAGE ORDINANCE

a. Provider hereby agrees to comply with the provisions of the Berkeley Living Wage Ordinance, B.M.C. Chapter 13.27. If Provider is currently subject to the Berkeley Living Wage Ordinance, as indicated by the Living Wage Certification form, attached hereto, Provider will be required to provide all eligible employees with City mandated minimum compensation during the term of this Contract, as defined in B.M.C. Chapter 13.27, as well as comply with the terms enumerated herein. Provider expressly acknowledges that, even if Provider is not currently subject to the Living Wage Ordinance, cumulative contracts with City may subject Provider to the requirements under B.M.C. Chapter 13.27 in subsequent contracts.

b. If Provider is currently subject to the Berkeley Living Wage Ordinance, Provider shall be required to maintain monthly records of those employees providing service under the Contract. These records shall include the total number of hours worked, the number of hours spent providing service under this Contract, the hourly rate paid, and the amount paid by Provider for health benefits, if any, for each of its employees providing services under the Contract. These records are expressly subject to the auditing terms described in Section 17.

c. If Provider is currently subject to the Berkeley Living Wage Ordinance, Provider shall include the requirements thereof, as defined in B.M.C. Chapter 13.27, in any and all subcontracts in which Provider engages to execute its responsibilities under this Contract. All subcontractor employees who spend 25% or more of their compensated time engaged in work directly related to this Contract shall be entitled to a living wage, as described in B.M.C. Chapter 13.27 and herein.

d. If Provider fails to comply with the requirements of this Section, the City shall have the rights and remedies described in this Section, in addition to any rights and remedies provided by law or equity.

Provider's failure to comply with this Section shall constitute a material breach of the Contract, upon which City may terminate this Contract pursuant to Section 3. In the event that City terminates Provider due to a default under this provision, City may deem Provider a non-responsible bidder for not more than five (5) years from the date this Contract is terminated.

In addition, at City's sole discretion, Provider may be responsible for liquidated damage in the amount of \$50 per employee per day for each and every instance of an underpayment to an employee. It is mutually understood and agreed that Provider's failure to pay any of its eligible employees at least the applicable living wage rate will result in damages being sustained by the City; that the nature and amount of the damages will be extremely difficult and impractical to fix; that the liquidated damage set forth herein is the nearest and most exact measure of damage for such breach that can be fixed at this time; and that the liquidated damage amount is not intended as a penalty or forfeiture for Provider's breach. City may deduct any assessed liquidated damages from any payments otherwise due Provider.

Article 21. BERKELEY EQUAL BENEFITS ORDINANCE

a. Provider hereby agrees to comply with the provisions of the Berkeley Equal Benefits Ordinance, B.M.C. Chapter 13.29. If Provider is currently subject to the Berkeley Equal Benefits Ordinance, as indicated by the Equal Benefits Certification form, attached hereto, Provider will be required to provide all eligible employees with City mandated equal benefits, as defined in B.M.C. Chapter 13.29, during the term of this contract, as well as comply with the terms enumerated herein.

b. If Provider is currently or becomes subject to the Berkeley Equal Benefits Ordinance, Provider agrees to provide the City with all records the City deems necessary to determine compliance with this provision. These records are expressly subject to the auditing terms described in Section 17 of this contract.

c. If Provider fails to comply with the requirements of this Section, City shall have the rights and remedies described in this Section, in addition to any rights and remedies provided by law or

equity.

Provider's failure to comply with this Section shall constitute a material breach of the Contract, upon which City may terminate this contract pursuant to Section 3. In the event the City terminates this contract due to a default by Provider under this provision, the City may deem Provider a non-responsible bidder for not more than five (5) years from the date this Contract is terminated.

In addition, at City's sole discretion, Provider may be responsible for liquidated damages in the amount of \$50.00 per employee per day for each and every instance of violation of this Section. It is mutually understood and agreed that Provider's failure to provide its employees with equal benefits will result in damages being sustained by City; that the nature and amount of these damages will be extremely difficult and impractical to fix; that the liquidated damages set forth herein is the nearest and most exact measure of damages for such breach that can be fixed at this time; and that the liquidated damage amount is not intended as a penalty or forfeiture for Provider's breach. City may deduct any assessed liquidated damages from any payments otherwise due Provider.

Article 22. AUDIT

Pursuant to Section 61 of the Berkeley City Charter, the City Auditor's Office may conduct an audit of Provider's financial, performance and compliance records maintained in connection with the operations and services performed under this Contract. In the event of such audit, Provider agrees to provide the City Auditor with reasonable access to Provider's employees and make all such financial, performance and compliance records available to the Auditor's Office. City agrees to provide Provider an opportunity to discuss and respond to any findings before a final audit report is filed. Information related to Provider's financial performance and compliance records, etc., that is considered proprietary and confidential by the Provider shall be redacted or prevented from public disclosure. In the City's sole discretion, the City may disclose such information if a request is made pursuant to the California Public Records Act unless the Provider seeks a court order to prevent such disclosure and agrees to defend, indemnify and hold harmless the City from any action to compel the disclosure of such information. The City shall provide Provider with reasonable notice of any request made pursuant to the California Public Records Act including a reasonable period to file the injunction in conformance with the requirements of the Act.

Article 23. AMENDMENTS

The terms and conditions of this Contract shall not be altered or otherwise modified except by a written amendment to this Contract executed by City and Contractor.

Article 24. CITY BUSINESS LICENSE, PAYMENT OF TAXES, TAX I.D. NUMBER

Provider has obtained a City business license as required by B.M.C. Chapter 9.04, and its license number is written below; or, Provider is exempt from the provisions of B.M.C. Chapter 9.04 and has written below the specific B.M.C. section under which it is exempt. Provider shall pay all state and federal income taxes and any other taxes due, with the exception of sales/use tax, which shall be paid by the City. **Provider certifies under penalty of perjury that the taxpayer identification number written below is correct.**

Business License Number 1500048082

B.M.C. §

Taxpayer ID Number 23-3028164

Article 25. MISCELLANEOUS

25.1 Governing Law. This Contract shall be deemed to have been executed in Alameda County. The formation, interpretation and performance of this Contract shall be governed by the laws of the State of California, excluding its conflict of laws rules. Venue for all litigation relative to the formation, interpretation and performance of this Contract shall be in Alameda County, California.

25.2 Assignment. Neither City nor Provider shall assign this Contract without the prior written consent of the other party and any purported assignment without the other party's consent shall be void.

25.3 Compliance with Applicable Laws. Provider and any subcontractors shall comply with all laws, including the Berkeley City Charter, the Berkeley Municipal Code, and all city policies, rules and regulations which are applicable to the performance of the Services hereunder.

25.4 Severability. If a court of competent jurisdiction finds or rules that any provision of this Contract is invalid, void, or unenforceable, the provisions of this Contract not so adjudged shall remain in full force and effect. The invalidity in whole or in part of any provision of this Contract shall not void or affect the validity of any other provision of this Contract.

25.5 No Implied Waiver of Breach. The waiver of any breach of a specific provision of this Contract does not constitute a waiver of any other breach of that term or any other term of the contract.

25.6 Solicitation. Provider agrees not to solicit business at any meeting, focus group, service call, or interview related to this Contract, either orally or through any written materials.

25.7 Force Majeure. Neither party shall be in default or otherwise liable for any delay in or failure of its performance under this Contract if such delay or failure arises by any reason beyond its reasonable control, including but not limited to any act of God, any acts of the common enemy, the elements, earthquakes, floods, fires, epidemics, failures of public utilities (such as internet, cellular network, and electricity), riots, labor strikes or acts of terrorism, provided, however, that lack of funds shall not be deemed to be a reason beyond a party's reasonable control. The parties will promptly inform and consult with each other as to any of the above causes which in their judgment may be the cause of a delay in the performance of this Contract. If any event of force majeure exists for a continuous period of more than 120 days, then either party shall be entitled to terminate this Contract without being liable for any claim from the other party.

25.8 Integration, Incorporation: This Contract, including all of the Appendices attached hereto, represents the entire and integrated Contract between City and Provider and supersedes all prior negotiations, representations, or Contracts, either written or oral. All Appendices attached hereto are incorporated by reference herein.

25.9 Counterparts. This Contract may be executed in multiple counterparts, each of which shall be an original and all of which together shall constitute one Contract.

25.10 Contract Administration. This Contract shall be administered by Danette Perry, Parking Services Manager, Public Works Department, or her designee, who shall act as the City's representative. All correspondence shall be directed to or through Ms. Perry or her designee.

25.11 Purchases by other Public Agencies. Provider agrees to extend identical pricing for products and services provided to the City, under the same terms and conditions specified hereunder, to all public agencies that can accept such cooperative purchasing agreements, and to the extent allowed by law. Each such independent public agency shall execute its own Contract with the Provider for its

requirements and using its own sources of funding. The City shall not incur any financial or any other liability in connection with Provider's contracting with other public agencies.

25.12 Section Headings. The sections and other headings of this Contract are for convenience of reference only and shall be disregarded in the interpretation of this Contract

25.13 Notices. Any written notice to the City excluding Contract Term and Renewal pursuant to Article 3.3 shall be sent to:

Danette Perry
Public Works Department
City of Berkeley
1947 Center Street
Berkeley, California 94704

Any written notice to Provider shall be sent to:

IPS Group, Inc.
5601 Oberlin Dr., Suite 110
San Diego, CA 92121
Attn: Chad P Randall

IN WITNESS WHEREOF, City and Contractor have executed this Contract as of the date first mentioned above.

CITY OF BERKELEY

By: Jon DSE Williams-Robby
INTERIM CITY MANAGER

Registered by:

Ann-Marie Hoja 11/24/15
CITY AUDITOR

~~Pre-approved as to form:~~ Lynne Duryault
CITY ATTORNEY
2/2015

Attest:

Rose Sherman
CITY CLERK

PROVIDER

IPS GROUP INC.
Provider Name (print or type)

Chad P. Randall
Signature

Chad P Randall
Print Name

Tax Identification # [REDACTED]
Berkeley Business License # 1500048082
Incorporated: Yes No
Certified Woman Business Enterprise: Yes No
Certified Minority Business Enterprise: Yes No
If yes, state ethnicity:
Certified Disadvantaged Business Enterprise: Yes No

TABLE OF APPENDICES

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APPENDIX A**SOFTWARE LICENSE AND ESCROW AGREEMENT**

This Appendix is attached to and incorporated by reference in the Contract made June 24, 2015 between the CITY OF BERKELEY ("City") and IPS Group, Inc., ("Provider"), providing for the licensing and services related to Parking Meter and Management System purchase.

1 GRANT OF LICENSE

- 1.1 Provider grants City a non-exclusive and non-transferable license for the term of this Contract to use the systems software that is hosted by Provider and described below in subsection 1.4.
- 1.2 **Licensed Content, Not City Owned:** All pre-existing and independently developed intellectual property, and any derivation thereof, including but not limited to designs, models, inventions, processes, methodologies, software, associated documentation, software upgrades, modifications and customizations, copyrightable material and other tangible and intangible materials authored, and combinations thereof, prepared, created, made, delivered, conceived or reduced to practice, in whole or in part, by the Contractor and provided to the City ("Pre-Existing and Independently Developed IP") will at all times remain the sole and exclusive property of the Contractor and/or its vendors. Nothing in this Section or elsewhere in this Agreement shall be construed as assigning, selling, conveying, or otherwise transferring any ownership rights or title in Contractor Pre-Existing and Independently Developed IP.
- 1.3 **City Purchased Equipment:** Nothing in this agreement will be construed as assigning, selling, conveying, or otherwise transferring any intellectual property ownership rights in IPS Equipment including but not limited to pre-existing or independently developed intellectual property materials, software, methodologies, tools, or inventions, that are developed, conceived or created for any IPS business purpose, or any derivative works to any of the foregoing.
- 1.4 The license shall apply to Provider's Secure Gateway and Web-Based Management System (IPS Group, Inc. DMS Management System).

2 RESTRICTIONS ON USE

City is authorized to use the Software hosted by Provider only for City's internal purposes. City agrees that it will not use or permit the Software to be used by any other entity.

3 DATA OWNERSHIP AND RESPONSIBILITIES

- 3.1 Provider shall be responsible for providing all equipment and software necessary for maintaining all data files. Data files are expressly the property of the City of Berkeley. Additionally, data files shall be readily transferable to new systems that the City may choose to use at some point in the future. Microsoft SQL Server 2005/2008 is the City's present standard and preferred Relational Data Base Management System.

- 3.2 Neither party shall at any time sell, assign, transfer or otherwise make available to, or allow use by the other party, agent of the other party or a third party any of the other party's Proprietary Information.
- 3.3 Both parties shall hold in confidence the other party's Proprietary Information and allow its employees access to the other party's data only for the purposes of complying with this Contract.
- 3.4 Provider will take all necessary measures to secure and protect City's data including, but not limited to, daily backups, offsite storage of backup media, graphics, physical security, software access controls, encryption and proper backup rotations. Provider acknowledges that City is entitled to copy, export or otherwise duplicate City's data at any time.
- 3.5 **Trademarks and Logos:** Provider grants to City a limited license during the term of this Contract to use and reproduce Provider's trademarks and logos for purposes of including such trademarks and logos in advertising and publicity materials and links solely as permitted hereunder. All uses of such trademarks and logos shall conform to City's standard guidelines and requirements for use of such trademarks and logos.
- 3.6 Provider understands the nature of public information and the requirement for the City to adhere to all rules and laws that apply to public information, such as the Freedom of Information Act, Public Records Act, and the like. However, the City also understands that the Provider's Equipment and Software contains intellectual property, copyrights, and trade secrets that do not exist in the public domain. Therefore, the City agrees that it will not knowingly agree, assist, or sell any equipment or allow any third party to gain access to equipment, software, or documentation provided by IPS for the purposes of reverse engineering or evaluation without the prior written consent of the Provider, or as mandated by applicable law.
- 3.7 The provisions of this section (Data Ownership and Responsibilities) of this Contract shall survive expiration or termination of this Contract.

4 PCI COMPLIANCE

- 4.1 The Provider covenants and agrees to comply with Visa's Cardholder Information Security Program/CISP, MasterCard's Security Data Program and SDP Rules, and with all other credit card association or National Automated Clearing House Association (NACHA) rules or rules of member organizations (generally "Association"), and further covenants and agrees to maintain compliance with the Payment Card Industry Data Security Standards (PCI DSS), MasterCard Site Data Protection (SDP), and (where applicable) the VISA Payment Application Best Practices (PABP) (collectively, the "Security Guidelines").
- 4.2 Provider shall provide all required documentation as specified in Appendix H, "PCI Compliance for Third-Party Service Provider" (TPSP).

5 DATA TRANSFERS

5.1 Provider is responsible for maintaining data integration and communication between the Provider's system and the City's designated systems:

5.1.1 For the purposes of parking data collection, the Provider is responsible for the successful transfer of parking revenue transaction data between the Provider and the City's designated Automatic Data Collection system. The data transfers shall be in a format as shown in Appendix L.

END OF APPENDIX A

APPENDIX B**SCOPE OF SERVICES**

This Appendix is attached to and incorporated by reference in this Contract made June 24, 2015 between the CITY OF BERKELEY ("City") and IPS Group, Inc., ("Provider"), providing for new Parking Equipment and Maintenance, Warranty, and Data Management System.

RECITALS

- A. City is a municipal corporation duly organized and validly existing under the laws of the State of CALIFORNIA with the power to carry on its business as it is now being conducted under the statutes of the State of CALIFORNIA and the Charter of the City.
- B. IPS is a Pennsylvania corporation that is qualified to do business, and is doing business, in the State of California. IPS markets and supports a certain web-based system and operating system software known as the IPS Data Management System (the "DMS").
- C. City seeks to renew ongoing services, spare parts, and related services for IPS Parking Equipment and DMS for use by the City's parking operations.
- D. City and IPS desire to enter into this Agreement for IPS to deliver and install "Parking Equipment" (such as single-space meters, pay-stations, vehicle sensors and related equipment), which is defined in Attachment in conjunction with the IPS DMS (also referred to as "Software") to the City upon the terms and conditions set forth below.

1 Deliverables

Provider shall provide the City with complete product, installation, and training associated with delivering Single-Space Credit Card Enabled Parking Meters, Multi-space Pay Stations and Integrated Software Systems.

DEFINITIONS:

- 1.1. **PMMS:** The term "PMMS" shall mean "parking meter management system" is a complete, fully tested, and operational web-based, on-street parking management system, including, but not limited to, database management functions, report and recordkeeping functions, form report and notice generation functions, collection function with full City network compatibility. The parking management system shall otherwise perform; or provide all required services, products, and functions.
- 1.2. **SSPMS:** The term "SSPMS" or "single-space parking meter system" consists of the Single-Space parking meter mechanism and meter dome (top), and a meter management system that uses wireless communication technology, and is a complete, fully tested, and operational web-based, on-street parking management system, including, but not limited to, database management functions, report and recordkeeping functions, form, report, and notice generation functions, collection function with full City network compatibility. The Single-Space Parking Meter System shall otherwise perform; or provide all required services, products, and functions

- 1.3. **Functional Pay station.** The term “Functional Pay station” shall mean the Provider’s Pay station functioning within the normal parameters of operation during the hours of enforcement. A Functional Pay station will accept all forms of payment, properly interface with end users, actively communicate with the parking meter management system at designated times, properly reports battery power, collection status, and coin count. Acceptance of the meter by the City shall be based on the meter being a fully Functional Pay station, communicating with the parking meter management system.
- 1.4. **Functional Meter:** The term “Functional Meter” shall mean shall mean any of the Provider’s single-space meters functioning within the normal parameters of operation during the hours of enforcement. A Functional Meter will accept all forms of payment, properly interface with end users, actively communicate with the SSPMS at designated times, properly indicate payment status by illuminating light emitting diodes (red for non-paid meters, green for paid meters), properly reports battery power, collection status, and coin count. Acceptance of the meter by the City shall be based on the meter being a fully Functional Meter communicating with the parking meter management system.
- 1.5. **SSPMM:** The term “SSPMM” shall mean “Single-Space Parking Meter Mechanism”, is the meter brain, and has the following primary features: capable of accepting payment via, coins, credit card or smart card in real-time transactions, uses solar –panel and a rechargeable/back-up battery pack to provide ongoing power and back-up power, wirelessly notifies parking operations staff, in real time, of any faults, such as a card reader or coin validator jam, via text message, email or both.
- 1.6. **RFID Tag:** The term “RFID” shall mean a Radio Frequency Identification Tag.
- 1.7. **RFID Tag System:** The term shall mean a physical RFID tag to be installed inside of each meter housing which will physically identify the pole address via electronic means both inside the meter housing as well as within the Provider’s database. This feature allows meters to automatically know where they are located and the required operating parameters for that pole address. This is a maintenance feature to streamline the process of swapping meter mechanisms when necessary and maintaining the operating parameters for each pole address.
- 1.8. **Days:** The term “Day(s)” shall mean calendar days and not business or working days, unless otherwise indicated.
- 1.9. **Contract Manager:** The term “Contract Manager” shall mean the City employee responsible for the coordination with the Provider for the implementation, operation and management of the SSPMS, pay stations and for the City’s day-to-day administration and coordination of City responsibilities for the parking meter management system pursuant to this Contract.
- 1.10. **Acceptance:** The term “Acceptance” shall mean the point at which the City assumes responsibility for payment of merchandise provided by the Provider.
- a. Single-space Meters: Acceptance shall occur after the City has successfully installed the equipment and the equipment is properly integrated and communicating with the parking meter management system. Meters must meet the definition of Functional Meter at the time of acceptance.

- b. Pay Stations: Acceptance shall occur after the Vendor has successfully installed the equipment and the equipment is properly integrated and communicating with the PMMS. Pay stations must meet the definition of Functional Pay station at the time of acceptance.

2 PROVIDER’S RESPONSIBILITIES

2.1. Provider shall deliver and install new, fully-tested, Parking Equipment and products, and provide a wirelessly networked web-based system to which the equipment connects and provide services to the City of Berkeley in accordance with the terms of this Agreement. No used or previously owned Parking Equipment will be allowed without the prior written approval of the City. All prices are FOB destination – Prepay and Add Shipping Berkeley, CA, excluding sales tax, unless otherwise specified. The items, and descriptions that IPS will provide under this Contract are listed in Section 2.4.

2.2. Provider will deliver complete meter mechanisms, install the meter mechanisms, provide and maintain the meter management system, assist with setting up the SSPMS, conduct training, troubleshoot problems as they arise, all under the terms of this contract.

2.3. The Provider’s technology shall conform to the following standards:

Global System for Mobile Communications (GSM) or Code-Division Multiple Access (CDMA).

Supplier must be (PCI DSS) certified.

Microsoft SQL Server 2012 is the City’s present standard and preferred Relational Database Management System.

All applicable local, state and federal guidelines and laws.

2.4. Provider shall deliver and install MS1 Multi-space Pay Stations, M5 single-space enhanced meters and equipment and provide products and services to the City of Berkeley in accordance with the terms of this Agreement.

Products and Description

2.4.1 MS1 - Multi-Space Pay Station. (Includes 12-month warranty, FOB, San Diego, CA)

2.4.2 M5 Single-Space Credit Card Enabled Meter. (Includes 12-month warranty, FOB, San Diego, CA)

Pay Station Optional Features

2.4.3 Electronic Medeco Locks - for Vault doors

2.4.4 Multi-Space Pay-by-Space Keyboard - payment option

2.4.5 Multi-Space Pay-by-Plate Keyboard - payment option

2.4.6 Multi-Space Pay EMV Contact Reader

2.4.7 Multi-Space Pay EMV Contactless Reader

Fees

2.4.8 MS1 - Multi-Space Pay Station Data & Management Fees

2.4.9 M3 and M5 Single-Space Meters Wireless Data Fees

2.4.10 M3 and M5 Single-Space Meters Management License Fees

2.4.11 M3 and M5 Single-Space Meters Credit Card Transaction Fees

2.4.12 Multi-Space annual extended warranty for each 12- month period beginning month 13 continuing for the duration of this Contract,

2.4.13 Single-Space Meter annual extended warranty for each 12- month period beginning

month 13 and including all existing City owned IPS Single-Space meters for the duration of this contract.

- 2.4.14 Single-Space meter escrow source code agreement (annual)
- 2.4.15 Multi-Space pay station escrow source code agreement (annual)

Meter Management System Customization & Upgrades

- 2.4.16 Firmware changes w/customer driven customization

Services

- 2.4.17 MS1 - Multi-Space Pay Station Shipping and Installation
- 2.4.18 Remove old pay stations from street/lot locations

Supplies and Parts

- 2.4.19 Pay Station Receipt Paper rolls
- 2.4.20 Spare Parts for M5 and MS1 Meters

3 SUPPORTIVE SERVICES

3.1 Provider shall provide the following additional services in conjunction with this Agreement:

- 3.1.1 Pre- and post-delivery, training and preparation of City's staff as required for the following:
- 3.1.2 Installation of meter and pay station elements and parts;
- 3.1.3 Maintenance activities (not including standard City maintenance);
- 3.1.4 Troubleshooting problems;
- 3.1.5 Operations- programming, inventory, etc.:

3.2 A Level 1 PCI-DSS secure gateway services system for the Provider's entire system. Provider is to maintain these certifications without lapse throughout the term of this Contract (see Appendix H).

3.3 Maintenance tracking capability to log all technician maintenance activity through a maintenance menu accessed through each meter and populated with repair codes provided by the City and updated from time to time.

3.4. Meter expiration notification and reporting activities. Provider will provide data for paid and non-paid meter status, paid meter time, and major meter failures.

3.5 A fully-functional web-based management system, which meets the functionality of the current system described in Appendix D, with upgrades to be provided at no cost to the City. However, City customization requests may incur additional costs that will be quoted and approved by the City prior to commencement of such project.

3.6 Provider will offer all available meter/pay station software upgrades, including those developed for other customers, at no additional charge to the City. City shall retain the sole authority to determine when and where such upgrades will be implemented. However, any data costs associated with downloading such software upgrades to parking meters/pay stations will apply. Additional charges may apply for new software that requires new or upgraded hardware.

3.7. All data related to the parking meter system will be maintained by the Provider and replicated on one or more duplicate servers with hourly backups. Further redundancy will be provided by replicating the data daily on a secure server located within the continental United States. Data will be removed from the active database and archived after a minimum of three years with long-term archives available for up to five years. Prior to being purged, all archived data will be provided to the City for retention beyond five years.

4 REPORT REQUIREMENTS

4.1 DISASTER RECOVERY PLAN AND SYSTEM RECOVERY

4.1.1 Disaster Recovery/Backup Plan. It is the responsibility of the Provider to take every precaution to ensure that all systems, files, data, equipment, communications, and facilities are reliable. In the event that a natural disaster or some other unanticipated event (rolling black outs do not constitute an unanticipated event) does disrupt the system, the Provider must have a detailed, City-approved recovery plan in place, tested, and ready to be implemented for all key facilities so that services are restored quickly and in accordance with City performance standards. The Provider shall provide documentation to City with its disaster recovery and back-up plan, which at a minimum should address the following:

4.1.2 procedures for back-up of all software and computer programs, files, computerized procedures, etc.; and

4.1.3 off-site duplication of all software and computer programs, files, computerized procedures, etc.; and

4.1.4 repair procedures for all hardware, communications, and other equipment in order to minimize the time required to restore service; and

4.1.5 alternate processing arrangements to meet business resumption requirements; and

4.1.6 proposed annual and comprehensive testing of emergency procedures; and

4.1.7 alternate processing arrangements in the event of a lack of access to the Provider's main processing site.

4.1.8 If the management system goes down for any reason, the system should be configurable to allow/disallow credit cards or smart cards to be used at meters. Credit card/smart card numbers shall never be stored in the meter mechanism in a manner that is inconsistent with PCI-DSS or PA-DSS guidelines. In the event that a meter is configured to disallow card use, the meter shall default to accepting coins only and shall notify customers that only coins are accepted.

4.2 AUDITS, RECORDS TO BE MAINTAINED, ACCESS TO RECORDS

4.2.1 The Provider shall maintain account books, records, documents and other evidence directly pertinent to performance and billing of the work under this Contract, in accordance with generally accepted accounting practices. The Provider shall also maintain the financial information and data used by the Provider in the preparation or support of cost

estimates to the City. The City, or its duly authorized representative, shall have access to such account books, records, documents, and other evidence, for the purpose of inspection, audit, and copying. The Provider shall provide proper facilities for such access. The Provider shall not charge the City for time spent assisting the City in reviewing said documents.

4.2.2 Audits conducted pursuant to this provision shall be in accordance with generally accepted auditing standards. The Provider agrees to provide full access to the City all information, reports, and records pursuant to this section. Where the audit concerns the Provider, the City's representative shall afford the Provider an opportunity for an audit exit conference and an opportunity to comment on the pertinent portions of the draft audit report. The final audit report shall include the written comments, if any, of the Provider.

4.2.3 The Provider shall maintain copies of the complete records of the execution of this Contract, including, but not limited to documents, as necessary to assist in the defense of any legal action claiming liability or neglect of duty which may involve the City. The City shall also have access to these records. These records shall be maintained for a period of not less than three years after the earliest date which the applicable statutes may establish for the release of potential liability for the services rendered or performed under this Contract.

4.2.4 Accounting records as above shall be maintained and made available during performance of the work under this Contract for three years from date this Contract ends. In addition, those records which relate to any appeal, contract, litigation, or the settlement of claims arising out of such performance or cost, or items to which an audit exception has been taken, shall be maintained and made available until three years after the date of resolution of such appeals, litigation, claims, or exception.

4.2.5 The City shall audit reports provided by the management system against the money collected by the City and against third-party reports.

4.2.6 The Provider shall make any general software system enhancements available to the City at no additional charge. General enhancements shall include the addition, modification, or upgrade of any reporting or configuration feature compatible with the SSPMM. 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.

The Provider shall provide all reasonable and necessary assistance for establishing the language, transition, and general configuration of the meter screen. This assistance shall count as a standard software enhancement and shall not include any custom programming.

Any new product developments, hardware or services not currently available and not deemed by the Provider to fall under the definition of a general software system enhancement, which may be added to the system in the future, will be quoted to the City at the time they are commercially available.

5 PARKING METER EQUIPMENT DELIVERY AND INSTALLATION

5.1. Coordinated installation of all Parking Equipment will take place according to a pre-defined deployment plan created by City and Provider, during standard business hours, and will be based on mutual agreement of staffing, dates, and locations.

5.2. Provider shall deliver new, fully-tested equipment, installed in specified site locations at mutually agreed upon time(s) and date(s) under the supervision of the City.

5.3. Installation and Removal of Pay stations

5.3.1 In coordination with the Provider, City staff will install Pay station anchor mountings as specified in IPS MS1 concrete Anchor Installation (Appendix K).

5.3.2 Provider will install all of the IPS pay stations and supplied unit graphics.

5.3.3 Provider will remove all existing Pay stations under City of Berkeley supervision once IPS pay station is installed as a Functional Pay station.

5.4. City staff, in conjunction with Provider staff, will inspect Parking Equipment following installation to ensure proper installation and operation. Unless otherwise notified in writing, system acceptance will take place at the time of installation of the Parking Equipment, but no later than ten (10) business days following completed installation or thirty (30) days following delivery, whichever occurs first.

5.5. Standard IPS credit card and parking policy decals will be provided and installed by Provider at the time of equipment installation.

6 CITY'S RESPONSIBILITIES

6.1 City staff, in conjunction with Provider's staff, shall inspect meter equipment following installation to ensure proper installation and operation.

6.2 City shall evidence its acceptance of the equipment under the Agreement by delivery to the Provider of an Equipment Acceptance Certificate, similar to Appendix J of this Agreement, with respect thereto.

6.3 City shall perform preventative maintenance on the primary meter equipment elements: working battery, card reader, and coin validator as set forth in Appendix F.

6.4 The City will be responsible for determining:

- Which coins will be accepted by the meter equipment.
- Which credit cards will be accepted by meter equipment.
- The parking rate structure for the meter equipment.
- The periods of operation of the meter equipment.

End of Appendix B

APPENDIX C

PAYMENT

This appendix is attached and incorporated by reference in this Contract made June 24, 2015 between the CITY OF BERKELEY ("City") and IPS Group ("Provider"), providing for the licensing and services related to Meter Equipment and Management System.

TOTAL CONTRACT PRICE:

- Contract Price for the furnishing of all Licenses, Services and Equipment shall not exceed \$5,519,917 (Five million, five hundred nineteen thousand, nine hundred seventeen dollars). For the convenience of the parties, this Contract price includes the following expenses as noted in the price chart below:

ITEM NO.	QTY	ITEM	UNIT PRICE	EXTENDED COST
PAY STATIONS				
	1	IPS MS1 Pay Station – Pay-and-Display (Includes 12-month warranty, FOB, San Diego, CA)	\$5,250.00	
	1	Electronic Locks (Vault doors)	\$125.00	
1	231	IPS MS1 Pay Station	\$5,375.00	\$1,241,625.00
2	231	Shipping and Installation per unit	\$300.00	\$69,300.00
3	1	MS1 Installation contingency	\$9,000.00	\$9,000.00
4	226	Remove old pay stations from field locations per unit	\$200.00	\$45,200.00
ON-GOING FEES				
5	231	Annual extended warranty for each 12- month period (per unit) beginning month 13	\$240.00	\$110,880.00
6	231	Secure Wireless Gateway/Data Fee and Meter Management System Software License Fee (monthly)	\$55.00	\$457,380.00
Optional Features for MS1 PAY STATIONS				
7	231	EMV Contact Card Reader (optional 1x)	\$449.00	\$103,719.00
8	231	EMV Contactless Card Reader (optional 1x)	\$169.00	\$39,039.00
	ea	Add for Pay-by-Space payment option	\$75.00	
	ea	Add for Pay-by-Plate payment	\$165.00	

SPARE PARTS for MS1 PAY STATIONS				
	ea	Card Reader Only	\$49.00	
	ea	Card Reader Assy with PCBA	\$129.00	
	ea	Coin Validator	\$69.00	
	ea	Solar Panel Replacement Kit	\$500.00	
	ea	Main Operating Board (w/LCD and modem)	\$700.00	
	ea	Main Operating Board (w/modem, w/o LCD)	\$575.00	
	ea	LCD Display Only (with armored glass)	\$125.00	
	ea	Thermal Printer	\$615.00	
	ea	4 Button Horizontal Keypad	\$69.00	
	ea	4 button Vertical Keypad	\$69.00	
	ea	Pay-by-Space Keyboard Assembly	\$165.00	
	ea	Pay-by-Plate Alphanumeric Keyboard Assembly	\$249.00	
	ea	Battery 10Ah	\$99.00	
	ea	Additional Large Coin Canister	\$199.00	
	ea	Additional Small coin Canister	\$75.00	
	ea	Coin Shutter	\$199.00	
9	NTE	Combined Pay Station spare parts		\$25,000.00
10	23	(23) Additional pay stations		\$158,796.00
		Paper Rolls (sticky back) approx 2400 2.75" tickets (.004" thick)	\$29.50	
11	12,000	Paper Rolls (standard) approx 2000 3" tickets (.0045" thick)	\$24.50	\$294,000.00
SINGLE-SPACE METERS				
12	1690	M5 Single-Space Credit Card Enabled Meter. (Includes 12-month warranty, FOB, San Diego, CA	\$475.00	\$802,750.00
ON-GOING FEES				
13	2177	Single-Space Meters Wireless Data & Licenses Fees (monthly)	\$5.75	\$450,639.00
14	7,420,364	Single-Space Meter Credit Transaction Fee. Estimated 7,420,364 transactions	\$0.13	\$964,647.00
15	2177	Annual extended warranty for each 12- month period (per unit) beginning month 13	60	\$391,860.00

SPARE PARTS for SINGLE-SPACE METERS				
		Complete Dome with Anti-Fog Lexan 147 (#14-506)	\$69	
		Lexan (with Anti Fog) for Dome (#147-404)	\$15	
		Validator Connector Board (#555- 706-PCBA)	\$15	
		RFID Tag 147 (#147-009)	\$15	
		Card Entry Die Casting (#147-305)	\$15	
		M3 Complete Top Cover 147 Model (#147-002)	\$69	
		Maintenance Diagnostic Card		
		Collection Card		
		M3 Lexan for 147/132 Top Cover (#147-400)	\$29	
		M3 Validator Connector Board (#107-0503-003-PCBA)	\$15	
		M3 RFID Tag for Model 147 & 132 (#147-009)	\$15	
		Card Entry Slot Model 147 (#147- 302)	\$39	
16	NTE	Combined Single-Space Meter spare parts		\$40,000.00
17		Contingency for a) PCI Standards upgrades to meter equipment and b) credit transaction fees in excess of estimated 7,420,364	\$115,000.00	\$115,000.00
18	9.75%	TAX		\$201,082
		TOTAL		\$5,519,917

1.1.Total cost for up to 231 (two hundred thirty-one) MS1 Multi-Space Pay Stations shall be \$1,241,625 (one million, two- hundred forty-one thousand, six hundred, twenty-five dollars). **Item #1.**

1.2.Total cost for shipping, installation and installation contingency of up to 231(two hundred thirty-one) MS1 Multi-Space Pay Stations shall be \$78,300 (seventy-eight thousand three hundred dollars). **Item #2 and Item #3**

1.3.Total cost to remove 226 (two hundred twenty-six) existing Pay Stations shall be \$45,200 (forty five thousand, two hundred dollars). **Item #4**

- 1.4. Total cost for up to 1690 (sixteen hundred ninety) M5 Single-Space Meters shall be \$802,750 (eight hundred two thousand, seven hundred fifty dollars). **Item #12**
- 1.5. Total fees for Secure Wireless Gateway, including hosting, maintenance and support for the term of this Contract, and Web-Based Management System License shall be \$908,019 (Nine hundred eight thousand, nineteen dollars). **Item #6 and Item #13 combined.**
- 1.6. Total fees for Extended Warranty shall be \$502,740 (five hundred and two thousand, seven hundred forty dollars). **Item #5 and Item #15 combined.**
- 1.7. For each Single-Space meter transaction involving a credit or debit card, Provider will bill City at the rate of \$.13 (thirteen cents) per transaction. The Provider shall agree to accept, as full compensation, the \$.13 (thirteen cents) amount per credit card transaction processed for supplying a secure communications gateway for credit card processing. The vendor shall invoice the City monthly for the total number of secure transactions administered by the vendor during the previous month. The City shall be responsible for paying all fees associated with use and maintaining merchant account for the purposes of this Agreement. This fee is estimated at \$964,647 (nine hundred sixty-four thousand, six hundred forty-seven dollars). **Item #14**
- 1.8. Contingency for Payment Card Industry (PCI) Standards upgrades shall be \$75,000 (seventy-five thousand dollars). **Item #17**
- 1.9. Total cost for receipt paper shall be \$294,000 (two hundred ninety-four thousand dollars). **Item # 11**
- 1.10. City reserves the right to purchase optional EMV Card Readers for Payment Card Industry (PCI) payment feature options in Pay Stations shall be \$142,758 (one hundred forty-two thousand, seven hundred fifty-eight dollars). **Item #7 and Item #8.**
- 1.11. Contingency for additional Credit Card transaction fees in excess of 7,420,364 transactions annually shall be \$40,000 (Forty thousand dollars). **Item #17**
- 1.12. Allowance for meter equipment spare parts shall be \$40,000 (Forty thousand dollars). **Item #16**
- 1.13. If the City fails to pay the foregoing over a consecutive three-month period, IPS shall not be required to provide ongoing operating connectivity services without ongoing payment.

TIMING OF PAYMENTS

- 2 Monthly service fees for a Secure Gateway and Web based Management System (price chart items # 6 and #13) and credit transaction fees (price chart item # 14) will be paid in monthly installments. Items #6 and #13 shall be proportionally prorated based upon the number of installed meter/pay station-days per month during the installation process or in case of meter/ pay stations are removed from service. Invoiced monthly amounts will be payable on a Net 30 day basis with a one (1%) discount if paid within seven (7) days following the first day of each month thereafter (or the date the invoice is received, whichever is later) throughout the term of this Agreement. Payment of any invoice shall not be deemed a waiver of any dispute.

2.2.1 City agrees that it shall promptly notify Provider in writing of any dispute with an invoice, and that invoices for which no such notification is made shall be deemed accepted by the City.

END OF APPENDIX C

APPENDIX D

EQUIPMENT SPECIFICATIONS

A. SINGLE-SPACE METERS

When the on-street parking meter is configured with the new Single-Space parking meter system (SSPMS), the customer will park, go to the single-space meter, and insert the payment required to purchase the desired amount of time up to the maximum time limit. The customer will not be required to perform any additional steps. The single-space meters shall accept payment by coin, credit card, debit card (with Visa or Master Card logo) and smart cards. The single-space meters shall be wirelessly networked and connected to a web-based management system. The single-space meters shall utilize solar power to provide long-lasting power and battery life. The single-space meters shall use the existing poles, housings, cash containers and collection techniques.

The single-space meters are to operate in an independent network environment, meaning that each meter is wirelessly enabled to communicate with the Provider's parking management system without the installation of any additional networking equipment or ancillary infrastructure. No additional network equipment shall be installed or mounted on street poles as part of this system. Should the network environment temporarily fail, the single-space meter shall be capable of operating in a stand-alone mode until the network environment is restored. In addition, for the purposes of security of credit card holder information, all card readers shall be integrated into the meter mechanism housing itself and not secured externally nor protrude externally to the meter housing. Additionally all meter products shall be PA-DSS compliant and all service providers shall be PCI-DSS Level 1 certified.

- 1.1 The Single-space parking meter mechanisms (SSPMM) shall have the following primary features:
 - 1.1.1 Shall be capable of accepting payment via United States coins (nickels, dimes, and quarters only), credit card, and smart card. Credit cards shall at a minimum include Visa, and MasterCard, payment capabilities.
 - 1.1.2 Credit card, debit card and smart card transactions shall be real time and not batched.
 - 1.1.3 Shall be wirelessly networked via the cellular network, Global System for Mobile (GSM) communications and connected to a web-based management system such that no additional software other than an Internet browser shall be required to manage, monitor, and operate the meter mechanism.
 - 1.1.4 Shall use solar panel and a rechargeable/back-up battery pack to provide ongoing power and backup power. The solar panel and rechargeable/back-up battery pack shall be integrated into each SSPMM.
 - 1.1.5 Shall wirelessly notify parking operations staff, in real time, of any faults, such as a card reader or coin validator jam, via a text message, email, or both.
- 2.1 **OPERATION AND RATES:** SSPMMs shall be capable of being remotely programmed for holidays, special events, or other rate changes via the web-based management system and shall not require City staff to interface with the meters in the field to accomplish such a rate update. The

following rate and operating characteristics shall apply to all SSPMMs.

2.1.1 **FIXED RATE** – same rate all day, for select/every day of the week.

2.1.2 **MULTIPLE-RATES** – change rates throughout the day, for a minimum of 6 times. The SSPMM shall be capable of displaying “TOW-AWAY DO NOT PARK”, “NO PARKING” or “FREE PARKING” on the display screen, in addition to hourly parking rates for normal metering time.

2.1.3 **PRE-PAY** – SSPMMs shall allow a motorist to pay for parking prior to the beginning of enforcement hours if parking is not restricted prior to enforcement hours, up to the maximum duration period once enforcement begins. However, metered time shall only begin at the beginning of enforcement hours. For example, a 2 hour meter can be fully paid prior to the beginning of enforcement at 9AM if parking is not restricted prior to 9AM. In such an example, metered time would only begin at 9AM and expire at 11AM.

2.1.4 SSPMM shall be capable of being programmed to enforce defined tow-away zones and display “TOW AWAY DO NOT PARK” on the LCD screen. During these tow-away times, the SSPMM shall not accept credit card/smart card payment and no time shall be given for coins. In such a configuration, motorists shall only be able to pay for time up to the beginning of the tow-away period. SSPMMs shall also be capable of displaying “NO PARKING” or “FREE PARKING” on the LCD screen. During these configurations credit card/ smart card payments shall not be acknowledged and no time shall be given for coins.

2.1.5 The SSPMM shall be capable of displaying the rate per hour, date and time, hours of enforcement, maximum duration (time period), and other customized messages or graphics on the meter LCD screen.

2.1.6 Changes and updates to all rate structures, maximum duration (time limits), available payment methods, and hours of meter operations shall also be managed and updated via the web-based management system.

3.1 SOLAR POWER

3.1.1 The SSPMM shall incorporate the use of a solar panel to provide the ability to recharge the battery.

3.1.2 This solar panel shall be weather-proof, and shall be integral to the meter housing to prevent damage due to operating conditions or vandalism.

4.1 GRAPHICAL DISPLAY

4.1.1 The SSPMMs shall have a large 160 x 160 backlit graphical liquid crystal display (LCD screen) with a temperature operating range of -22 deg F to +158 deg F, which is capable of displaying metered time (in a format of two digits to show hours and two digits to show minutes, i.e. HH:MM, including negative time capability), parking rates, maximum stay period messages, current time of day, time when meter will expire, as well as other alpha-numeric messages programmable through the web-based management system depending on the status of the meter

4.1.2 The LCD screen shall be remotely programmable via web-based meter management system, such that the meter staff is not required to be present at the meter for changes to be made.

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

4.1.4 In addition, an ultra violet (UV) resistant, non-yellowing, polycarbonate resin thermoplastic material (such as Lexan® or equivalent) shall protect the LCD screen.

4.1.5 In the event of a coin jam, the SSPMM shall continue to allow payment via credit card or smart card. During such a jam, the meter shall be capable of displaying "CARDS ONLY NO COINS" on the LCD screen. In the event of a card reader jam, the meter mechanism shall continue to allow payment via coins. During such a jam, meter shall be capable of displaying "COINS ONLY NO CARDS" on the LCD screen. In either event, the meter shall be able to wirelessly notify maintenance staff in real time 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 shall be capable of displaying "OUT OF ORDER DO NOT PARK". All of these messages shall be capable of being remotely updated and programmed via the web-based management system.

5.1 EXPIRATION INDICATION

5.1.1 Light-emitting diodes (LED's) with the capability to operate flashing and steady burning with millicandela ratings of 5000 mcd or greater and 30 degrees or greater viewing angle, shall be positioned on the back of the SSPMM.

5.1.2 The standard configuration shall be flashing RED during expired status, with the capability to program GREEN for paid status.

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

6.1 COIN VALIDATION

6.1.2 The SSPMM shall be fully electronic with solid state components and a straight down, free-fall coin chute. The SSPMM shall recognize each coin, and give the appropriate amount of time.

The meter shall also incorporate a feature that shall count invalid coins, such as washers, gaming tokens, etc., so that the City can monitor the areas where these activities take place. No time shall be given for these fraudulent coins.

6.1.3 The coin validator 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 coins or other types of coin validator jams. The coin chute shall have a clear casing to allow complete visibility of the coin pathway in order to identify and easily clear 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 shall have the ability to notify City staff of a jam via email, text message, or both.

7.1 CREDIT CARD AND SMART CARD PAYMENT

7.1.2 The SSPMM shall utilize a hybrid card reader which is integrated into the unit.

The hybrid card reader shall allow for both the use of a magnetic stripe credit card or smart card, and also a contact smart card. The parking customer will insert a smart card or insert/remove a credit card to start the payment process. The parking customer shall then have the ability to select the amount of time to be purchased, by pressing the "+" button for more time, or the "-" button for less time, up to the maximum time allowed and down to a minimum metered time. Users shall then select "OK" to purchase, or select "CANCEL" to stop the transaction.

7.1.3 A weather-proof capacitive or inductive keypad (non-mechanical) shall be utilized to eliminate any moving parts associated with the user interface for card payment. The keypad shall be modular, to allow in-field replacement if necessary.

7.1.4 The keypad shall be color coded, labeled, and provide a minimum of 4 buttons, to allow users to select (1) More time "+", (2) Less time "-", (3) CANCEL, and (4) "OK" for any card transactions.

7.1.5 PCI DSS Compliant. The Provider must be a certified vendor of the City's merchant card processor. At this time, the City of Berkeley is in contract with Wells Fargo Merchant Services LLC. The Provider must comply with Payment Card Industry Data Security Standards (PCI DSS). Visa and MasterCard aligned data security requirements to create a global standard for the protection of Cardholder data. The resulting Payment Card Industry Data Security Standards (PCI -DSS) defines the requirements with which all entities that store, process, or transmit payment card data must comply. Detailed information about PCI DSS can be found at the PCI DSS Council's website: www.pcisecuritystandards.org.

8.1 SECURE GATEWAY FEE

The City shall agree to pay and the Provider shall agree to accept, as full compensation, the bid amount per credit card transaction processed for supplying a secure communications gateway for credit card processing. The Provider shall invoice the City monthly for the total number of secure transactions administered by the Provider during the previous month.

This secure gateway fee is separate from the fee charged by the City's credit card processing Provider, which shall remain the sole responsibility of the City.

9.1 RFID IDENTIFICATION

9.1.2 The SSPMM shall have the capability to communicate with a Radio Frequency Identification (RFID) tag mounted/adhered to the inside of the meter housing, such that the meter shall 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.

10.1 METER DOME COVER (METER TOP)

10.1.1 The meter dome shall be made of durable material such as ductile iron or zinc die cast material, which provides exceptional weather protection and resistance to vandalism. It shall lock in place at four corners using the same lock/key system on the City's current meters.

10.1.2 A window shall provide clear view of the digital display and shall be made of polycarbonate resin thermoplastic material (such as Lexan® or equivalent), that is UV stabilized to resist yellowing.

10.1.3 The outer surface of the meter dome cover shall be painted with an automotive grade material (the color to be determined by the City following the award of the bid), which again provides excellent resistance to weather and fading from sunlight, and shall provide a tough, scratch-resistant, and easily cleaned surface. The vendor shall provide the City with paint chips/paint samples at the vendor's expense.

11.1 SMART CARD AND SMART CARD SYSTEM

11.1.1 The Provider shall provide a bid for programmable magnetic stripe and contact smart cards (3 3/8 inches x 2 1/8 inches) that shall operate in the SSPMM.

11.1.2 The smart cards shall be personalized by the City. The City shall provide the artwork and text to the selected Contractor.

11.1.3 The Provider shall provide a bid for a magnetic stripe and contact smart card programmer (hardware and software) that shall allow the City to program the magnetic stripe and contact smart cards.

11.1.4 As there are many various forms of smart cards, if the City selects a card that requires any modification to the IPS meter, such cost will be quoted by IPS to the City as an additional cost for this service.

12.1 WIRELESS DATA AND MANAGEMENT SYSTEM CAPABILITIES

12.1.1 The SSPMM shall be capable of transmitting wireless data for the purposes of payment card processing, coin transactions, updates to the operating features, and rate configuration of the meter, as well as fault notification. The wireless capability shall be integral to the meter mechanism design, and shall not require a secondary connection to a wireless device. Such communication shall be accomplished without any additional networking equipment that would need to be installed on City street poles or any other location, such as buildings, etc.

12.1.2 Wireless Coverage & Longevity: IPS does not operate a mobile wireless network, but relies on third party carriers for this service. Carriers from time to time may change coverage areas, wireless technology platforms or make other network changes that are not within the control of IPS. During the term of this Contract, IPS shall provide the City the ability to upgrade or change carriers at the prices contained herein. Any such change shall be at the sole discretion of the City.

12.1.3 Updates to meter software, such as meter firmware and operating software, shall be performed wirelessly and shall not require City staff to interface with each individual meter to accomplish such an update. No additional software shall be required to access and update the meter system, other than access to an Internet browser.

12.1.4 The SSPMM management system shall not be dependent on the interaction of individual, handheld devices with each meter in the field. The management system shall be secure and completely web-based, and accessible to authorized personnel via the Internet. 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 SSPMM.

Access to the meter management system by any authorized user shall be provided at all times (24 hours per day/ 7 days a week), via the Internet.

12.1.5 The management system shall provide a variety of reports and functions, including financial, technical, and administrative functions, via a single Internet-based portal. Reports and functions shall include, but are not limited to:

Credit card reconciliation (daily, weekly, monthly, annually).

- a. Cash collection reports (by date, time, meter number, and collector).
- b. Accumulative totals of all cash and card transactions (daily, weekly, monthly, or annually).
- c. Revenue summary reports (daily, weekly, monthly, annually, by zone, route, street or meter number).
- d. Coin box level (% full).
- e. 4K-Individual transactions (cash or credit) by meter number.
- f. GPS location of meters on a map, with statistical mouse-over feature.
- g. Adjudication Reports.
- h. Meter uptime (over time, by zone, street, and meter number).
- i. Meter paid occupancy reports.
- j. Exception reports for units not performing as required (communications or payment faults).
- k. The management system shall be capable of exporting reports to a variety of common Microsoft file formats including, but not limited to, Excel, Access, and Word.
- l. Ability to change rates and other operating parameters remotely via the Internet.
- m. Maintenance software for logging service requirements over time.
- n. Access to help materials and user manuals shall be available on-line.

13.1 ACCESS CARDS

13.1.1 The SSPMM shall allow for the use of additional cards, provided by the Contractor, to be used for the purposes of accessing meter diagnostics, cash collection, and allowing for time to be added to the meter during a maintenance event without affecting the revenue audit. The use of these cards shall be logged and presented as one of the report options in the web-based management system.

13.1.2 Diagnostics Card: With the use of a diagnostics card, and without opening the meter housing, the SSPMM shall provide the following minimum information relating to the current meter operating status.

13.1.3 View the current assigned meter configuration and software version.

13.1.3 View the battery level of the rechargeable battery, the non-rechargeable battery, and the solar panel charge level.

13.1.4 Test the operating condition of the card reader.

13.1.5 Test the operating condition of the coin validator.

13.1.6 Test the integrated wireless communications.

13.1.7 Allow for the meter to be turned off.

13.1.8 Coin Collection Card: With the use of a coin collection card, and without opening the meter housing, the SSPMM shall allow for parking meter collection staff to clear the coin box counter at the time of cash collection. This card shall provide to the web-based management system a cash audit feature that shall show the time of card use, the specific card used, the cash value collected, and a detailed summary of the coin types collected.

13.1.9 Meter Maintenance Card: With the use of a meter maintenance card, and without opening the meter housing, the SSPMM shall allow for maintenance staff to put time on the meter, to compensate a customer in the event of meter maintenance activity. The time put onto the meter shall not affect the revenue audit, and shall be logged and displayed in the web-based management system as an exception.

B. MULTI-SPACE METERS

All multi-space pay station installs must be integrated into one synonymous back-end system for ease of reporting and reference. All pay stations must accept payment by credit/debit card, smart card, coins, tokens, and provide options for contactless payments and pay-by-cell. Pay station equipment must be configurable in pay-by-space, pay-and-display and pay-by-plate modes, with the capability of changing from one mode to another without replacing the cabinet.

Pay stations shall be wirelessly networked and connected to a web-based management system. The City desires that the meters operate in an independent network environment, meaning that each pay station or retrofitted pay station is wirelessly enabled to communicate without the installation of any additional networking equipment or ancillary infrastructure. No additional network equipment shall be installed or mounted on street poles as part of this system. Should the network environment temporarily fail, meters should be capable of operating in a stand-alone mode until network environment is restored.

All meter products and card processing systems shall be PA-DSS compliant and all service providers shall be certified according to the most current Payment Card Industry (PCI) Data Security Standard (PCI-DSS Level 1 certified). The multi-space pay stations must be conforming to a compatible network platform with the City's designated Bank Merchant, Wells Fargo Merchant Services LLC. The most common are:

- a) Nashville (FDCN)
- b) Cardnet
- c) Vital (TYSY or Visanet)

1.0 STANDARDS AND APPLICABLE PUBLICATIONS

1.1 The selected Provider's technology shall conform to the following standards:

- 1.1.1 Global System for Mobile Communications (GSM).
- 1.1.2 Supplier must be (PCI DSS) certified.
- 1.1.3 Microsoft SQL Server 2005/2008 is the City's present standard and preferred Relational Database Management System.
- 1.1.4 All applicable local, state, and federal guidelines and laws.

City staff will determine where pay stations will be deployed. The Contractor will deliver complete multi-space pay stations, install the mechanism, provide and maintain the meter management system, assist with setting up the meter rates and information messages, conduct staff training, troubleshoot problems as they

arise, all under the terms of this contract.

END OF APPENDIX D

Appendix E

Training Outline

Training Subject: Data Management System	
Element	Description
<p>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 MS1 pay station 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 MS1 pay stations 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.</p>	
Training Subject: Pay Station Maintenance	
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 pay station 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 – Berkeley, CA
Training Provided By	Local Field Service Technician

Training Subject: Pay Station Maintenance	
Element	Description
Subject Matter	To introduce maintenance and operational staff with basic MS1 use and operating features, including primary construction & disassembly, 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	-2 Training Hours per Student
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 – Berkeley, CA
Training Provided By	IPS Group Project Manager and Local Field Service Technician

-2 hours per session

Training Subject: Enforcement	
Element	Description
Subject Matter	Demonstrate how IPS pay stations are operated by a user as well as how to perform visual enforcement. Training will also demonstrate pay station 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

Help Desk & Ongoing Support: IPS will providing telephone based help desk support services during standard business hours from 8am – 5pm PST and a toll-free telephone option (877-630-6638). Additionally, IPS provides after hours 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.

On-Site Support: IPS will support the City with on-site project management, regional support, and technical support during the implementation phase of this contract.

END OF APPENDIX E

APPENDIX F**IPS Limited and Extended Warranties****1 Pay Stations and Meter Equipment**

1.1 IPS Group, Inc. will provide a limited warranty for any new meter 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. The limited warranty shall begin from the point of equipment acceptance by the City, and end 12-months after that date. Purchased extended warranty shall begin in month 13 and end month 84 after that date.

1.2 The warranties shall include parts, labor, and shipping costs from the City to the Provider and from the Provider back to the City, as necessary, to repair any meter equipment during the warranty period.

1.3 Any meter equipment that fails within the warranty period shall be replaced/repaired by the Provider according the RMA Process below:

1.3.1. Upon the occurrence of a defect covered by warranty, City shall submit an RMA request via email to support@ipsgroupinc.com with the subject "RMA needed for Berkeley, CA";

1.3.2 Within 1 business day of receipt of the request from the City, the Company shall provide the City with an RMA number for those items, along with a FedEx ground shipping label via email, unless on-site visit is required. (FedEx ground is typically 3-5 business days); and

1.3.3 Company will process and ship received meters or components within 10-15 business days after receipt. Return shipment will be via FedEx Ground.

2 Components

1.2.1 The extended warranty for all other components (not including consumables, such as batteries or paper), including, but not limited to Pay stations, meter mechanisms, RFID tags, and access cards, shall be included in the warranty and compensated as stated in Appendix C of the agreement.

1.2.2 The IPS meter equipment battery is warranted for 3 years under normal operating conditions and with access to adequate sunlight. Provider shall provide a full twelve (12) month warranty on all batteries provided with original meter equipment when paired with a vehicle sensor and/or pay by cell phone option. In order to maximize battery life, City must allow Provider the ability to implement optimal power saving techniques. Absent this option, the warranty for Single-Space meter batteries shall only be for 6 months when pay-by-cell phone option is enabled. Replacement of batteries during the initial warranty period does not extend the warranty on that item.

1.2.2 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 (section Exclusions “d”) below.

Additional Provisions:

- a. IPS must have the opportunity to assist in the initial deployment and system installation.
- b. Repair or replacement under warranty of any defective product or sub-component does not extend the warranty period for that product or sub-component.
- c. IPS will either repair or replace products, at our discretion, to replace parts that are found to be defective within the warranty period. IPS may repair a specific part/product up to three times before replacing the part/product.
- d. Returns for credit will only apply once IPS has confirmed that defects were within the warranty period and are covered under the terms and conditions of the warranty provided.

Exclusions:

- a. Problems caused by the City’s faulty installation of replacement components or damage due to inadequate packaging by the City for meter components returned to the Provider for warranty repair.
- b. Warranty voided by use of non-IPS replacement parts, un-authorized alterations to the equipment (hardware or software).
- c. 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.
- d. 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).

3 Management System

The warranty shall include debugging, system updates, and correcting any problems that may occur with the web-based meter management system.

4. Term

After the initial Contract term, the City may negotiate a service contract for the Pay Stations, Single-space Meters, a wireless data management data service plan for as long as the system is in use. Future service and data management contracts shall be subject to approved appropriations and City Council approval.

5. Obligations of City

5.1 Preventative Maintenance (Meters):

- a. Meters surfaces should be kept clean with mild soap and water
- b. The card reader heads (and Bill Note Reader, if applicable) should be cleaned with a cleaning card every 4-6 months to ensure optimum performance. Cleaning cards may be purchased from IPS.
- c. At 9-12 month increments, the coin validator and printer shall be visually inspected for any damage or debris. Compressed air may be used to keep the card reader, printer and coin acceptor clear of debris.

- d. Additional preventative maintenance shall be administered by City staff at such time as it is apparent to be necessary, even if it should occur on a more frequent basis than described herein.
- e. City, at their own cost and expense, shall keep the equipment in good repair, condition and working order after warranty expiration.

END OF APPENDIX F

APPENDIX G

SOFTWARE MAINTENANCE & SUPPORT AGREEMENT

- I. Scope of Agreement.** During the term of this Agreement, as set forth in Section 2, Provider agrees to provide City standard maintenance, telephone support, on-site support, and custom enhancement as set forth in Sections 3, 4, 5, and 6, for computer programs this Agreement (collectively "Software").
- II. Term.**
- A. *Effective Date.* This Agreement shall take effect upon Acceptance pursuant to Article 3.
- B. *Termination Date.* This Agreement shall terminate upon the effective date of a subsequent agreement concerning maintenance services entered into between City and Provider.
- III. Support & Maintenance Services.**
- A. *Scope of Services.* During the term of this Agreement, Provider will provide City the following Support & Maintenance Services for the Software:
1. Unlimited number of telephone support calls for software issues, during the term of this Agreement, as outlined in sub-section 2 & 3 below.
 2. Customer Support shall be provided online and by telephone Monday – Friday (8:00 a.m. – 5:00 p.m. Pacific Time), excluding Provider holidays, for advice and consulting regarding other use of the Software.
 3. Guaranteed 24-hour (weekdays) response to support issues.
 4. Critical issues will receive the highest support priority with the objective of being resolved within 24 hours (weekdays).
 5. Non-critical issues will receive priority with the objective of being resolved within 72 hours.
 6. Periodic update releases of the Software that may incorporate (A) corrections of any substantial defects, (B) fixes of any minor bugs, and (C) at the sole discretion of Provider, enhancements to the Software.
- B. *Critical Issues.* Critical issues are software malfunctions that prevent all system users from performing critical business processes including but not limited to:
- Program is not available
 - Users cannot log in
 - Screen crashes
 - Meter status' are not updating
 - Users cannot view reports
- C. *Non-Critical Issues.* Non-critical issues are software malfunctions that do not limit users from carrying out critical business processes (as defined above) and are limited to when the

Software fails to perform as described in the documentation (as that term is defined in the License Agreement), or when clarification of the documentation is required or some of specific aspects of the Software is not covered in standard training or documentation.

- D. *Periodic Update Releases.* Upon the release of a software update, Provider will send notification of the update release to City's designee in writing via e-mail.

City is responsible for testing and validating updates within their specific environment.

- E. *Support Exclusions.* Support & Maintenance Services do not include:

- Charged-for-Enhancements that are offered, at Provider's sole discretion, to customers upon payment of a license fee;
- Software Functionality Enhancement (customization) Services.
- On-site support.
- Third-Party product support

- IV. **Charged-For-Enhancements.** From time to time, at Provider's sole discretion, Provider will make available to City Charged-for-Enhancements to the Software that City may license from Provider upon payment of the license fee established by Provider.

- V. **Software Functionality Enhancement Requests (Customizations).** If software functionality as outlined on the system documentation does not meet City's requirements, City may contract Provider to provide system functionality enhancements (customizations).

Provider will evaluate customization requests and provide City with a written change order that includes a scope of work and cost estimate prior to the development of customization specifications. Upon the City's written approval of the change order, Provider will prepare detailed customization specification for City's review and written approval prior to development.

The City must notify the Provider of customization functionality deficiencies (if customization does not function as outlined in approved specifications) within 60 days of customization delivery. Provider will correct all customization functionality deficiencies at no charge if notified within 60 days of delivery.

At Provider's discretion customer customizations may be added to the software's standard feature set and provided to Provider's other customers.

- VI. **On-Site Support.** Provider, will provide City On-Site Support as needed.

- VII. **Network Hardware & Software Support.** Support & Maintenance services do not include: network support, monitoring, backup, installation or warranty on or of City's network hardware or software.

- VIII. **Management/Maintenance Fee.**

- A. *Contract duration.* Provider will charge City Management/Maintenance Fees as defined in Appendix "C" of this Agreement.
- B. *Amount of Fee.* City agrees to pay Provider a Management System Fee, in the amount set forth in Appendix "C", Section 1, Support, Management & Maintenance Services provided

by Provider pursuant to this agreement:

IX. Obligations of City.

- A. *City Contact.* City shall notify Provider of City's designee. To the maximum extent practicable, City's communications with Provider will be through the City's designee(s).
- B. *Facility and Personnel Access.* City agrees to grant Provider access to City's facilities and personnel concerned with the meter operation to enable Provider to provide services.

END OF APPENDIX G

APPENDIX H

PCI Compliance for Third-Party Service Provider (TPSP)

1. Within 10 days of execution of this addendum, Provider shall provide an Attestation of Compliance (AOC) with scope verification that matches the type of service provided in this Contract or other PCI compliance document as acceptable to the City. Provider shall annually provide the AOC or other PCI compliance document acceptable to the City on the anniversary date of this addendum or the AOC renewal date. During this Contract term, Provider must provide the City with a valid PCI compliance document.
2. At the same time that the Provider provides its PCI compliance documents, Provider shall provide a written acknowledgement of responsibilities for PCI controls. The acknowledgement shall provide that Provider will maintain, on an on-going basis, all applicable PCI DSS requirements to the extent Provider handles, has access to, or otherwise stores, processes, or transmits City customers' cardholder data or sensitive authentication data or manages the City's cardholder data environment on behalf of the City. Provider shall sign the City's responsibility Matrix, attached hereto as **Appendix I**, acknowledging its role in PCI Compliance.
3. Within 30 days of any new Payment Card Industry Data Security Standards (PCI DSS) requirements, as issued by the PCI Security Standards Council, Provider shall provide an updated written acknowledgement of responsibilities to include the new PCI DSS requirements.
4. Within 30 days of this addendum, Provider shall provide a copy of the Provider's Incident Response Plan ("IRP") that will be implemented in the event of system and/or data breach/compromise. The IRP must be tested and updated at least annually. The IRP shall include but not be limited to:
 - a) Roles, responsibilities, contact names and communication strategies in the event of a data breach/compromise, including notification to the City and the payment card brands (Visa and MasterCard).
 - b) Specific incident response procedures.
 - c) Business recovery and continuity procedures.
 - d) Data back-up processes.
 - e) Analysis of legal requirements for reporting compromises.
 - f) Coverage and responses of all critical system components.
 - g) Reference or inclusion of incident response procedures from the payment card brands (Visa and MasterCard).
5. Provider shall maintain an inventory of its system components, including, but not limited to: hardware, software, payment devices and locations which are part of its Cardholder Data Environment.

6. The City will review and verify Provider's written acknowledgement of responsibilities for PCI controls, as stated in #2 above, at least once a year.

END OF APPENDIX H

APPENDIX I

CITY'S RESPONSIBILITY MATRIX PCI for TPSP – PCI DSS 3.0 MANAGEMENT

PCI DSS 3.0 Management Responsibility Matrix	
<p>The purpose of this spreadsheet is to satisfy PCI DSS Requirement 12.8.5: Maintain information about which PCI DSS requirements are managed by each service provider, and which are managed by the entity.</p>	<p>This document is intended to meet the requirements for PCI DSS 3.0 Requirement 12.8.5 as it relates to the SSPM (Single-Space Parking Meter) service provided by IPS Group, Inc.</p> <p>As such, the following list of controls and applicable responsibilities only apply to the security of cardholder data which is accepted by the SSPM payment devices on behalf of City of Berkeley.</p> <p>This document does not apply to any cardholder data that City of Berkeley processes, stores, transmits, or otherwise uses for any other purpose, or on the behalf of any other entities.</p>

Control / Requirement	Responsibility	QSA Notes
<p><i>Requirement 1: Install and maintain a firewall configuration to protect cardholder data</i></p>		<p>The Single-Space Parking Meter (SSPM) network is fully owned and operated by IPS Group. From the parking meters to the backend processing and cardholder storage systems, IPS Group is responsible for all logical controls. This includes the placement, configuration, maintenance, and security of all firewalls, routers, switches, IPSec tunnels, and wireless (GSM) connectivity.</p> <p>No cardholder data traverses the client network, taking all card numbers accepted by the SSPM system out of scope for the majority of controls.</p>
<p>1.1 Establish and implement firewall and router configuration standards that include the following:</p>	<p>IPS Group</p>	
<p>1.1.1 A formal process for approving and testing all network connections and changes to the firewall and router configurations.</p>	<p>IPS Group</p>	
<p>1.1.2 Current network diagram that identifies all connections between the cardholder data environment and other networks, including any wireless networks.</p>	<p>IPS Group</p>	
<p>1.1.3 Current diagram that shows all cardholder data flows across systems and networks.</p>	<p>IPS Group</p>	
<p>1.1.4 Requirements for a firewall at each Internet connection and between any demilitarized zone (DMZ) and the internal network zone.</p>	<p>IPS Group</p>	
<p>1.1.5 Description of groups, roles, and responsibilities for management of network components.</p>	<p>IPS Group</p>	
<p>1.1.6 Documentation and business justification for use of all services, protocols, and ports allowed, including documentation of security features implemented for those protocols considered to be insecure.</p>	<p>IPS Group</p>	

<i>Examples of insecure services, protocols, or ports include but are not limited to FTP, Telnet, POP3, IMAP, and SNMP v1 and v2.</i>		
1.1.7 Requirement to review firewall and router rule sets at least every six months.	IPS Group	
1.2 Build firewall and router configurations that restrict connections between untrusted networks and any system components in the cardholder data environment. <i>Note: An "untrusted network" is any network that is external to the networks belonging to the entity under review, and/or which is out of the entity's ability to control or manage.</i>	IPS Group	
1.2.1 Restrict inbound and outbound traffic to that which is necessary for the cardholder data environment, and specifically deny all other traffic.	IPS Group	
1.2.2 Secure and synchronize router configuration files.	IPS Group	
1.2.3 Install perimeter firewalls between all wireless networks and the cardholder data environment, and configure these firewalls to deny or, if traffic is necessary for business purposes, permit only authorized traffic between the wireless environment and the cardholder data environment.	IPS Group	
1.3 Prohibit direct public access between the Internet and any system component in the cardholder data environment.	IPS Group	
1.3.1 Implement a DMZ to limit inbound traffic to only system components that provide authorized publicly accessible services, protocols, and ports.	IPS Group	
1.3.2 Limit inbound Internet traffic to IP addresses within the DMZ.	IPS Group	
1.3.3 Do not allow any direct connections inbound or outbound for traffic between the Internet and the cardholder data environment.	IPS Group	
1.3.4 Implement anti-spoofing measures to detect and block forged source IP addresses from entering the network. (For example, block traffic originating from the Internet with an internal source address.)	IPS Group	
1.3.5 Do not allow unauthorized outbound traffic from the cardholder data environment to the Internet.	IPS Group	
1.3.6 Implement stateful inspection, also known as dynamic packet filtering. (That is, only "established" connections are allowed into the network.)	IPS Group	
1.3.7 Place system components that store cardholder data (such as a database) in an internal network zone, segregated from the DMZ and other untrusted networks.	IPS Group	
1.3.8 Do not disclose private IP addresses and routing information to unauthorized parties. <i>Note: Methods to obscure IP addressing may include, but are not limited to:</i> <ul style="list-style-type: none"> - Network Address Translation (NAT) - Placing servers containing cardholder data behind proxy servers/firewalls, - Removal or filtering of route advertisements for private networks that employ registered addressing, - Internal use of RFC1918 address space instead of registered addresses. 	IPS Group	

<p>1.4 Install personal firewall software on any mobile and/or employee-owned devices that connect to the Internet when outside the network (for example, laptops used by employees), and which are also used to access the network. Firewall configurations include:</p> <ul style="list-style-type: none"> - Specific configuration settings are defined for personal firewall software. - Personal firewall software is actively running. - Personal firewall software is not alterable by users of mobile and/or employee-owned devices. 	<p>IPS Group</p>	
<p>1.5 Ensure that security policies and operational procedures for managing firewalls are documented, in use, and known to all affected parties.</p>	<p>IPS Group</p>	
<p><i>Requirement 2: Do not use vendor-supplied defaults for system passwords and other security parameters</i></p>		<p>IPS Group parking meters are preinstalled with all the necessary firmware and software configured specific to each client. All vendor defaults are therefore changed as the configuration is different for every client. There is no system modification needed from the client or the installation technician to configure the parking meters once they are physically installed and powered on.</p>
<p>2.1 Always change vendor-supplied defaults and remove or disable unnecessary default accounts before installing a system on the network.</p> <p><i>This applies to ALL default passwords, including but not limited to those used by operating systems, software that provides security services, application and system accounts, point-of-sale (POS) terminals, Simple Network Management Protocol (SNMP) community strings, etc.).</i></p>	<p>IPS Group</p>	
<p>2.1.1 For wireless environments connected to the cardholder data environment or transmitting cardholder data, change ALL wireless vendor defaults at installation, including but not limited to default wireless encryption keys, passwords, and SNMP community strings.</p>	<p>IPS Group</p>	
<p>2.2 Develop configuration standards for all system components. Assure that these standards address all known security vulnerabilities and are consistent with industry-accepted system hardening standards. Sources of industry-accepted system hardening standards may include, but are not limited to:</p> <ul style="list-style-type: none"> - Center for Internet Security (CIS) - International Organization for Standardization (ISO) - SysAdmin Audit Network Security (SANS) Institute - National Institute of Standards Technology (NIST). 	<p>IPS Group</p>	

<p>2.2.1 Implement only one primary function per server to prevent functions that require different security levels from co-existing on the same server. (For example, web servers, database servers, and DNS should be implemented on separate servers.)</p> <p><i>Note: Where virtualization technologies are in use, implement only one primary function per virtual system component.</i></p>	<p>IPS Group</p>	
<p>2.2.2 Enable only necessary services, protocols, daemons, etc., as required for the function of the system.</p>	<p>IPS Group</p>	
<p>2.2.3 Implement additional security features for any required services, protocols, or daemons that are considered to be insecure—for example, use secured technologies such as SSH, S-FTP, SSL, or IPSec VPN to protect insecure services such as NetBIOS, file-sharing, Telnet, FTP, etc.</p>	<p>IPS Group</p>	
<p>2.2.4 Configure system security parameters to prevent misuse.</p>	<p>IPS Group</p>	
<p>2.2.5 Remove all unnecessary functionality, such as scripts, drivers, features, subsystems, file systems, and unnecessary web servers.</p>	<p>IPS Group</p>	
<p>2.3 Encrypt all non-console administrative access using strong cryptography. Use technologies such as SSH, VPN, or SSL/TLS for web-based management and other non-console administrative access.</p>	<p>IPS Group</p>	
<p>2.4 Maintain an inventory of system components that are in scope for PCI DSS.</p>	<p>IPS Group</p>	
<p>2.5 Ensure that security policies and operational procedures for managing vendor defaults and other security parameters are documented, in use, and known to all affected parties.</p>	<p>IPS Group</p>	
<p>2.6 Shared hosting providers must protect each entity’s hosted environment and cardholder data. These providers must meet specific requirements as detailed in <i>Appendix A: Additional PCI DSS Requirements for Shared Hosting Providers</i>.</p>	<p>Not Applicable</p>	
<p>Requirement 3: Protect stored cardholder data</p>		<p>IPS Group accepts all card numbers on behalf of clients. As such, no PAN data ever traverses client-owned networks or systems. IPS Group does not store full PAN data within their databases and only stores truncated card numbers in addition to other information collected about the cardholder (name, expiration date, etc.).</p>
<p>3.1 Keep cardholder data storage to a minimum by implementing data retention and disposal policies, procedures and processes that include at least the following for all cardholder data (CHD) storage:</p> <ul style="list-style-type: none"> - Limiting data storage amount and retention time to that which is required for legal, regulatory, and business requirements - Processes for secure deletion of data when no longer needed - Specific retention requirements for cardholder data - A quarterly process for identifying and securely deleting stored cardholder data that exceeds defined retention. 	<p>IPS Group</p>	

<p>3.2 Do not store sensitive authentication data after authorization (even if encrypted). If sensitive authentication data is received, render all data unrecoverable upon completion of the authorization process.</p> <p><i>It is permissible for issuers and companies that support issuing services to store sensitive authentication data if:</i></p> <ul style="list-style-type: none"> - There is a business justification and - The data is stored securely. <p><i>Sensitive authentication data includes the data as cited in the following Requirements 3.2.1 through 3.2.3:</i></p>	IPS Group	
<p>3.2.1 Do not store the full contents of any track (from the magnetic stripe located on the back of a card, equivalent data contained on a chip, or elsewhere). This data is alternatively called full track, track, track 1, track 2, and magnetic-stripe data.</p> <p><i>Note: In the normal course of business, the following data elements from the magnetic stripe may need to be retained:</i></p> <ul style="list-style-type: none"> - The cardholder's name - Primary account number (PAN) - Expiration date - Service code <p><i>To minimize risk, store only these data elements as needed for business.</i></p>	IPS Group	
<p>3.2.2 Do not store the card verification code or value (three-digit or four-digit number printed on the front or back of a payment card) used to verify card-not-present transactions.</p>	IPS Group	
<p>3.2.3 Do not store the personal identification number (PIN) or the encrypted PIN block.</p>	IPS Group	
<p>3.3 Mask PAN when displayed (the first six and last four digits are the maximum number of digits to be displayed), such that only personnel with a legitimate business need can see the full PAN.</p> <p><i>Note: This requirement does not supersede stricter requirements in place for displays of cardholder data—for example, legal or payment card brand requirements for point-of-sale (POS) receipts.</i></p>	IPS Group	
<p>3.4 Render PAN unreadable anywhere it is stored (including on portable digital media, backup media, and in logs) by using any of the following approaches:</p> <ul style="list-style-type: none"> - One-way hashes based on strong cryptography, (hash must be of the entire PAN) - Truncation (hashing cannot be used to replace the truncated segment of PAN) - Index tokens and pads (pads must be securely stored) - Strong cryptography with associated key-management processes and procedures. <p><i>Note: It is a relatively trivial effort for a malicious individual to reconstruct original PAN data if they have access to both the truncated and hashed version of a PAN. Where hashed and truncated versions of the same PAN are present in an entity's environment, additional controls should be in place to ensure that the hashed and truncated versions cannot be correlated to reconstruct the original PAN.</i></p>	IPS Group	

3.4.1 If disk encryption is used (rather than file- or column-level database encryption), logical access must be managed separately and independently of native operating system authentication and access control mechanisms (for example, by not using local user account databases or general network login credentials). Decryption keys must not be associated with user accounts.	IPS Group	
3.5 Document and implement procedures to protect keys used to secure stored cardholder data against disclosure and misuse: <i>Note: This requirement applies to keys used to encrypt stored cardholder data, and also applies to key-encrypting keys used to protect data-encrypting keys—such key-encrypting keys must be at least as strong as the data-encrypting key.</i>	IPS Group	
3.5.1 Restrict access to cryptographic keys to the fewest number of custodians necessary.	IPS Group	
3.5.2 Store secret and private keys used to encrypt/decrypt cardholder data in one (or more) of the following forms at all times: - Encrypted with a key-encrypting key that is at least as strong as the data-encrypting key, and that is stored separately from the data-encrypting key - Within a secure cryptographic device (such as a host security module (HSM) or PTS-approved point-of-interaction device) - As at least two full-length key components or key shares, in accordance with an industry-accepted method <i>Note: It is not required that public keys be stored in one of these forms.</i>	IPS Group	
3.5.3 Store cryptographic keys in the fewest possible locations.	IPS Group	
3.6 Fully document and implement all key-management processes and procedures for cryptographic keys used for encryption of cardholder data, including the following: <i>Note: Numerous industry standards for key management are available from various resources including NIST, which can be found at http://csrc.nist.gov.</i>	IPS Group	
3.6.1 Generation of strong cryptographic keys	IPS Group	
3.6.2 Secure cryptographic key distribution	IPS Group	
3.6.3 Secure cryptographic key storage	IPS Group	
3.6.4 Cryptographic key changes for keys that have reached the end of their cryptoperiod (for example, after a defined period of time has passed and/or after a certain amount of cipher-text has been produced by a given key), as defined by the associated application vendor or key owner, and based on industry best practices and guidelines (for example, NIST Special Publication 800-57).	IPS Group	
3.6.5 Retirement or replacement (for example, archiving, destruction, and/or revocation) of keys as deemed necessary when the integrity of the key has been weakened (for example, departure of an employee with knowledge of a clear-text key component), or keys are suspected of being compromised. <i>Note: If retired or replaced cryptographic keys need to be retained, these keys must be securely archived (for example, by using a key-encryption key). Archived cryptographic keys should only be used for decryption/verification purposes.</i>	IPS Group	
3.6.6 If manual clear-text cryptographic key-management operations are used, these operations must be managed using split knowledge and dual control.	IPS Group	

<p><i>Note: Examples of manual key-management operations include, but are not limited to: key generation, transmission, loading, storage and destruction.</i></p>		
<p>3.6.7 Prevention of unauthorized substitution of cryptographic keys.</p>	<p>IPS Group</p>	
<p>3.6.8 Requirement for cryptographic key custodians to formally acknowledge that they understand and accept their key-custodian responsibilities.</p>	<p>IPS Group</p>	
<p>3.7 Ensure that security policies and operational procedures for protecting stored cardholder data are documented, in use, and known to all affected parties.</p>	<p>IPS Group</p>	
<p>Requirement 4: Encrypt transmission of cardholder data across open, public networks</p>		<p>The Single-Space Parking Meter (SSPM) network is fully owned and operated by IPS Group. All card numbers in transit are protected by the use of IPsec VPN over GSM back to IPS Group's processing systems, after which they are transmitted</p>
<p>4.1 Use strong cryptography and security protocols (for example, SSL/TLS, IPSEC, SSH, etc.) to safeguard sensitive cardholder data during transmission over open, public networks, including the following:</p> <ul style="list-style-type: none"> - Only trusted keys and certificates are accepted. - The protocol in use only supports secure versions or configurations. - The encryption strength is appropriate for the encryption methodology in use. <p><i>Examples of open, public networks include but are not limited to:</i></p> <ul style="list-style-type: none"> - The Internet - Wireless technologies, including 802.11 and Bluetooth - Cellular technologies, for example, Global System for Mobile communications (GSM), Code division multiple access (CDMA) - General Packet Radio Service (GPRS). Satellite communications. 	<p>IPS Group</p>	
<p>4.1.1 Ensure wireless networks transmitting cardholder data or connected to the cardholder data environment, use industry best practices (for example, IEEE 802.11i) to implement strong encryption for authentication and transmission.</p> <p><i>Note: The use of WEP as a security control is prohibited.</i></p>	<p>IPS Group</p>	
<p>4.2 Never send unprotected PANs by end-user messaging technologies (for example, e-mail, instant messaging, chat, etc.).</p>	<p>IPS Group</p>	
<p>4.3 Ensure that security policies and operational procedures for encrypting transmissions of cardholder data are documented, in use, and known to all affected parties.</p>	<p>IPS Group</p>	
<p>Requirement 5: Use and regularly update anti-virus software or programs</p>		<p>IPS Group maintains and monitors all anti-virus software/programs and ensures they are up to date and running.</p>

<p>5.1 Deploy anti-virus software on all systems commonly affected by malicious software (particularly personal computers and servers).</p>	<p>IPS Group</p>	
<p>5.1.1 Ensure that anti-virus programs are capable of detecting, removing, and protecting against all known types of malicious software.</p>	<p>IPS Group</p>	
<p>5.1.2 For systems considered to be not commonly affected by malicious software, perform periodic evaluations to identify and evaluate evolving malware threats in order to confirm whether such systems continue to not require anti-virus software.</p>	<p>IPS Group</p>	
<p>5.2 Ensure that all anti-virus mechanisms are maintained as follows:</p> <ul style="list-style-type: none"> • Are kept current. • Perform periodic scans. • Generate audit logs which are retained per PCI DSS Requirement 10.7. 	<p>IPS Group</p>	
<p>5.3 Ensure that anti-virus mechanisms are actively running and cannot be disabled or altered by users, unless specifically authorized by management on a case-by-case basis for a limited time period. <i>Note: Anti-virus solutions may be temporarily disabled only if there is legitimate technical need, as authorized by management on a case-by-case basis. If anti-virus protection needs to be disabled for a specific purpose, it must be formally authorized. Additional security measures may also need to be implemented for the period of time during which anti-virus protection is not active.</i></p>	<p>IPS Group</p>	
<p>5.4 Ensure that security policies and operational procedures for protecting systems against malware are documented, in use, and known to all affected parties.</p>	<p>IPS Group</p>	
<p>Requirement 6: Develop and maintain secure systems and applications</p>		<p>All development, patching, security and critical updates to applications and operating systems are performed by IPS Group.</p>
<p>6.1 Establish a process to identify security vulnerabilities, using reputable outside sources for security vulnerability information, and assign a risk ranking (for example, as “high,” “medium,” or “low”) to newly discovered security vulnerabilities. <i>Note: Risk rankings should be based on industry best practices as well as consideration of potential impact. For example, criteria for ranking vulnerabilities may include consideration of the CVSS base score, and/or the classification by the vendor, and/or type of systems affected. Methods for evaluating vulnerabilities and assigning risk ratings will vary based on an organization’s environment and risk assessment strategy. Risk rankings should, at a minimum, identify all vulnerabilities considered to be a “high risk” to the environment. In addition to the risk ranking, vulnerabilities may be considered “critical” if they pose an imminent threat to the environment, impact critical systems, and/or would result in a potential compromise if not addressed. Examples of critical systems may include security systems, public-facing devices and systems, databases, and other systems that store, process, or transmit cardholder data.</i></p>	<p>IPS Group</p>	

<p>6.2 Ensure that all system components and software are protected from known vulnerabilities by installing applicable vendor-supplied security patches. Install critical security patches within one month of release.</p> <p><i>Note: Critical security patches should be identified according to the risk ranking process defined in Requirement 6.1.</i></p>	IPS Group	
<p>6.3 Develop internal and external software applications (including web-based administrative access to applications) securely, as follows:</p> <ul style="list-style-type: none"> · In accordance with PCI DSS (for example, secure authentication and logging) · Based on industry standards and/or best practices. · Incorporating information security throughout the software-development life cycle <p><i>Note: this applies to all software developed internally as well as bespoke or custom software developed by a third party.</i></p>	IPS Group	
<p>6.3.1 Remove development, test and/or custom application accounts, user IDs, and passwords before applications become active or are released to customers.</p>	IPS Group	
<p>6.3.2 Review custom code prior to release to production or customers in order to identify any potential coding vulnerability (using either manual or automated processes) to include at least the following:</p> <ul style="list-style-type: none"> · Code changes are reviewed by individuals other than the originating code author, and by individuals knowledgeable about code-review techniques and secure coding practices. · Code reviews ensure code is developed according to secure coding guidelines · Appropriate corrections are implemented prior to release. · Code-review results are reviewed and approved by management prior to release. <p><i>Note: This requirement for code reviews applies to all custom code (both internal and public-facing), as part of the system development life cycle. Code reviews can be conducted by knowledgeable internal personnel or third parties. Public-facing web applications are also subject to additional controls, to address ongoing threats and vulnerabilities after implementation, as defined at PCI DSS Requirement 6.6.</i></p>	IPS Group	
<p>6.4 Follow change control processes and procedures for all changes to system components. The processes must include the following:</p>	IPS Group	
<p>6.4.1 Separate development/test environments from production environments, and enforce the separation with access controls.</p>	IPS Group	
<p>6.4.2 Separation of duties between development/test and production environments</p>	IPS Group	
<p>6.4.3 Production data (live PANs) are not used for testing or development</p>	IPS Group	
<p>6.4.4 Removal of test data and accounts before production systems become active</p>	IPS Group	
<p>6.4.5 Change control procedures for the implementation of security patches and software modifications must include the following:</p>	IPS Group	
<p>6.4.5.1 Documentation of impact.</p>	IPS Group	
<p>6.4.5.2 Documented change approval by authorized parties.</p>	IPS Group	
<p>6.4.5.3 Functionality testing to verify that the change does not adversely impact the security of the system.</p>	IPS Group	
<p>6.4.5.4 Back-out procedures.</p>	IPS Group	

<p>6.5 Address common coding vulnerabilities in software-development processes as follows:</p> <ul style="list-style-type: none"> - Train developers in secure coding techniques, including how to avoid common coding vulnerabilities, and understanding how sensitive data is handled in memory. - Develop applications based on secure coding guidelines. <p><i>Note: The vulnerabilities listed at 6.5.1 through 6.5.10 were current with industry best practices when this version of PCI DSS was published. However, as industry best practices for vulnerability management are updated (for example, the OWASP Guide, SANS CWE Top 25, CERT Secure Coding, etc.), the current best practices must be used for these requirements.</i></p> <p><i>Note: Requirements 6.5.1 through 6.5.6, below, apply to all applications (internal or external):</i></p>	IPS Group	
6.5.1 Injection flaws, particularly SQL injection. Also consider OS Command Injection, LDAP and XPath injection flaws as well as other injection flaws.	IPS Group	
6.5.2 Buffer overflows	IPS Group	
6.5.3 Insecure cryptographic storage	IPS Group	
6.5.4 Insecure communications	IPS Group	
6.5.5 Improper error handling	IPS Group	
6.5.6 All "high risk" vulnerabilities identified in the vulnerability identification process (as defined in PCI DSS Requirement 6.1).	IPS Group	
<i>Note: Requirements 6.5.7 through 6.5.10, below, apply to web applications and application interfaces (internal or external):</i>	IPS Group	
6.5.7 Cross-site scripting (XSS)	IPS Group	
6.5.8 Improper access control (such as insecure direct object references, failure to restrict URL access, directory traversal, and failure to restrict user access to functions).	IPS Group	
6.5.9 Cross-site request forgery (CSRF)	IPS Group	
6.5.10 Broken authentication and session management	IPS Group	
<i>Note: Requirement 6.5.10 is a best practice until June 30, 2015, after which it becomes a requirement.</i>		
<p>6.6 For public-facing web applications, address new threats and vulnerabilities on an ongoing basis and ensure these applications are protected against known attacks by either of the following methods:</p> <ul style="list-style-type: none"> - Reviewing public-facing web applications via manual or automated application vulnerability security assessment tools or methods, at least annually and after any changes <p><i>Note: This assessment is not the same as the vulnerability scans performed for Requirement 11.2.</i></p> <ul style="list-style-type: none"> - Installing an automated technical solution that detects and prevents web-based attacks (for example, a web-application firewall) in front of public-facing web applications, to continually check all traffic. 	IPS Group	
6.7 Ensure that security policies and operational procedures for developing and maintaining secure systems and applications are documented, in use, and known to all affected parties.	IPS Group	

<p>Requirement 7: Restrict access to cardholder data by business need to know</p>		<p>The Single-Space Parking Meter (SSPM) network is fully owned and operated by IPS Group. All access to cardholder data is restricted by business need to know through the portal application provided to customers to access transactional records and modify parking meter settings, such as rates and scheduling. No full PAN data is accessible or even stored by IPS Group nor their clients through the portal application.</p>
<p>7.1 Limit access to system components and cardholder data to only those individuals whose job requires such access.</p>	<p>IPS Group</p>	
<p>7.1.1 Define access needs for each role, including: - System components and data resources that each role needs to access for their job function - Level of privilege required (for example, user, administrator, etc.) for accessing resources.</p>	<p>IPS Group</p>	
<p>7.1.2 Restrict access to privileged user IDs to least privileges necessary to perform job responsibilities.</p>	<p>IPS Group</p>	
<p>7.1.3 Assign access based on individual personnel's job classification and function.</p>	<p>IPS Group</p>	
<p>7.1.4 Require documented approval by authorized parties specifying required privileges.</p>	<p>IPS Group</p>	
<p>7.2 Establish an access control system for systems components that restricts access based on a user's need to know, and is set to "deny all" unless specifically allowed. This access control system must include the following:</p>	<p>IPS Group</p>	
<p>7.2.1 Coverage of all system components</p>	<p>IPS Group</p>	
<p>7.2.2 Assignment of privileges to individuals based on job classification and function.</p>	<p>IPS Group</p>	
<p>7.2.3 Default "deny-all" setting.</p>	<p>IPS Group</p>	
<p>7.3 Ensure that security policies and operational procedures for restricting access to cardholder data are documented, in use, and known to all affected parties.</p>	<p>IPS Group</p>	
<p>Requirement 8: Assign a unique ID to each person with computer access</p>	<p>The Single-Space Parking Meter (SSPM) network is fully owned and operated by IPS Group. All logical access including access to the IPS Group client portal,</p>	

		used for accessing transactional data and modifying parking meter settings, such as schedules and rate changes, is maintained by IPS Group.
8.1 Define and implement policies and procedures to ensure proper user identification management for non-consumer users and administrators on all system components as follows:	IPS Group	
8.1.1 Assign all users a unique ID before allowing them to access system components or cardholder data.	IPS Group	
8.1.2 Control addition, deletion, and modification of user IDs, credentials, and other identifier objects.	IPS Group	
8.1.3 Immediately revoke access for any terminated users.	IPS Group	
8.1.4 Remove/disable inactive user accounts at least every 90 days.	IPS Group	
8.1.5 Manage IDs used by vendors to access, support, or maintain system components via remote access as follows: - Enabled only during the time period needed and disabled when not in use. - Monitored when in use.	IPS Group	
8.1.6 Limit repeated access attempts by locking out the user ID after not more than six attempts.	IPS Group	
8.1.7 Set the lockout duration to a minimum of 30 minutes or until an administrator enables the user ID.	IPS Group	
8.1.8 If a session has been idle for more than 15 minutes, require the user to re-authenticate to re-activate the terminal or session.	IPS Group	
8.2 In addition to assigning a unique ID, ensure proper user-authentication management for non-consumer users and administrators on all system components by employing at least one of the following methods to authenticate all users: - Something you know, such as a password or passphrase - Something you have, such as a token device or smart card - Something you are, such as a biometric.	IPS Group	
8.2.1 Using strong cryptography, render all authentication credentials (such as passwords/phrases) unreadable during transmission and storage on all system components.	IPS Group	
8.2.2 Verify user identity before modifying any authentication credential - for example, performing password resets, provisioning new tokens, or generating new keys.	IPS Group	
8.2.3 Passwords/phrases must meet the following: - Require a minimum length of at least seven characters. - Contain both numeric and alphabetic characters. Alternatively, the passwords/phrases must have complexity and strength at least equivalent to the parameters specified above.	IPS Group	
8.2.4 Change user passwords/passphrases at least every 90 days.	IPS Group	
8.2.5 Do not allow an individual to submit a new password/phrase that is the same as any of the last four passwords/phrases he or she has used.	IPS Group	
8.2.6 Set passwords/phrases for first-time use and upon reset to a unique value for each user, and change immediately after the first use.	IPS Group	

<p>8.3 Incorporate two-factor authentication for remote network access originating from outside the network by personnel (including users and administrators) and all third parties, (including vendor access for support or maintenance).</p> <p><i>Note: Two-factor authentication requires that two of the three authentication methods (see Requirement 8.2 for descriptions of authentication methods) be used for authentication. Using one factor twice (for example, using two separate passwords) is not considered two-factor authentication.</i></p> <p>Examples of two-factor technologies include remote authentication and dial-in service (RADIUS) with tokens; terminal access controller access control system (TACACS) with tokens; and other technologies that facilitate two-factor authentication.</p>	<p>IPS Group</p>	
<p>8.4 Document and communicate authentication procedures and policies to all users including:</p> <ul style="list-style-type: none"> - Guidance on selecting strong authentication credentials - Guidance for how users should protect their authentication credentials - Instructions not to reuse previously used passwords - Instructions to change passwords if there is any suspicion the password could be compromised. 	<p>IPS Group</p>	
<p>8.5 Do not use group, shared, or generic IDs, passwords, or other authentication methods as follows:</p> <ul style="list-style-type: none"> · Generic user IDs are disabled or removed. · Shared user IDs do not exist for system administration and other critical functions. · Shared and generic user IDs are not used to administer any system components. 	<p>IPS Group</p>	
<p>8.5.1 Additional requirement for service providers: Service providers with remote access to customer premises (for example, for support of POS systems or servers) must use a unique authentication credential (such as a password/phrase) for each customer.</p> <p><i>Note: This requirement is not intended to apply to shared hosting providers accessing their own hosting environment, where multiple customer environments are hosted.</i></p> <p><i>Note: Requirement 8.5.1 is a best practice until June 30, 2015, after which it becomes a requirement.</i></p>	<p>IPS Group</p>	
<p>8.6 Where other authentication mechanisms are used (for example, physical or logical security tokens, smart cards, certificates, etc.), use of these mechanisms must be assigned as follows:</p> <ul style="list-style-type: none"> - Authentication mechanisms must be assigned to an individual account and not shared among multiple accounts. - Physical and/or logical controls must be in place to ensure only the intended account can use that mechanism to gain access. 	<p>IPS Group</p>	

<p>8.7 All access to any database containing cardholder data (including access by applications, administrators, and all other users) is restricted as follows:</p> <ul style="list-style-type: none"> - All user access to, user queries of, and user actions on databases are through programmatic methods. - Only database administrators have the ability to directly access or query databases. - Application IDs for database applications can only be used by the applications (and not by individual users or other non-application processes). 	<p>IPS Group</p>	
<p>8.8 Ensure that security policies and operational procedures for identification and authentication are documented, in use, and known to all affected parties.</p>	<p>IPS Group</p>	
<p><i>Requirement 9: Restrict physical access to cardholder data</i></p>		<p>IPS Group manages the physical security of the backend systems, including processing and database servers, firewalls, routers, wireless telecommunications devices over which they have ownership.</p> <p>IPS Group also takes precautions to provide meters that are hardened against substitution and tampering, including the use of conformal coating to protect PCBs and using multiple layers of physical security within the meters themselves to prevent access to internal components. However, due to the infeasibility of protecting all of the SSPM devices installed across their client base, the responsibility of protecting the parking meters from tampering and substitution after installation must necessarily be that of the client.</p>
<p>9.1 Use appropriate facility entry controls to limit and monitor physical access to systems in the cardholder data environment.</p>	<p>IPS Group</p>	

<p>9.1.1 Use video cameras and/or access control mechanisms to monitor individual physical access to sensitive areas. Review collected data and correlate with other entries. Store for at least three months, unless otherwise restricted by law.</p> <p><i>Note: "Sensitive areas" refers to any data center, server room or any area that houses systems that store, process, or transmit cardholder data. This excludes public-facing areas where only point-of-sale terminals are present, such as the cashier areas in a retail store.</i></p>	IPS Group	
<p>9.1.2 Implement physical and/or logical controls to restrict access to publicly accessible network jacks.</p> <p><i>For example, network jacks located in public areas and areas accessible to visitors could be disabled and only enabled when network access is explicitly authorized. Alternatively, processes could be implemented to ensure that visitors are escorted at all times in areas with active network jacks.</i></p>	IPS Group	
<p>9.1.3 Restrict physical access to wireless access points, gateways, handheld devices, networking/communications hardware, and telecommunication lines.</p>	Shared	<p>For backend systems and telecommunications devices, IPS Group has responsibility over their owned systems. IPS Group also validates annually that service providers are properly restricting physical access to the telecommunications devices owned and operated by those service providers.</p>
<p>9.2 Develop procedures to easily distinguish between onsite personnel and visitors, to include:</p> <ul style="list-style-type: none"> - Identifying new onsite personnel or visitors (for example, assigning badges) - Changes to access requirements - Revoking or terminating onsite personnel and expired visitor identification (such as ID badges). 	IPS Group	
<p>9.3 Control physical access for onsite personnel to the sensitive areas as follows:</p> <ul style="list-style-type: none"> - Access must be authorized and based on individual job function. - Access is revoked immediately upon termination, and all physical access mechanisms, such as keys, access cards, etc., are returned or disabled. 	IPS Group	
<p>9.4 Implement procedures to identify and authorize visitors. Procedures should include the following:</p>	IPS Group	
<p>9.4.2 Visitors are identified and given a badge or other identification that expires and that visibly distinguishes the visitors from onsite personnel.</p>	IPS Group	
<p>9.4.3 Visitors are asked to surrender the badge or identification before leaving the facility or at the date of expiration.</p>	IPS Group	

<p>9.4.4 A visitor log is used to maintain a physical audit trail of visitor activity to the facility as well as computer rooms and data centers where cardholder data is stored or transmitted. Document the visitor's name, the firm represented, and the onsite personnel authorizing physical access on the log. Retain this log for a minimum of three months, unless otherwise restricted by law.</p>	<p>IPS Group</p>	
<p>9.5 Physically secure all media.</p>	<p>IPS Group</p>	
<p>9.5.1 Store media backups in a secure location, preferably an off-site facility, such as an alternate or backup site, or a commercial storage facility. Review the location's security at least annually.</p>	<p>IPS Group</p>	
<p>9.6 Maintain strict control over the internal or external distribution of any kind of media, including the following:</p>	<p>IPS Group</p>	
<p>9.6.1 Classify media so the sensitivity of the data can be determined.</p>	<p>IPS Group</p>	
<p>9.6.2 Send the media by secured courier or other delivery method that can be accurately tracked.</p>	<p>IPS Group</p>	
<p>9.6.3 Ensure management approves any and all media that is moved from a secured area (including when media is distributed to individuals).</p>	<p>IPS Group</p>	
<p>9.7 Maintain strict control over the storage and accessibility of media.</p>	<p>IPS Group</p>	
<p>9.8 Destroy media when it is no longer needed for business or legal reasons as follows:</p>	<p>IPS Group</p>	
<p>9.8.1 Shred, incinerate, or pulp hard-copy materials so that cardholder data cannot be reconstructed. Secure storage containers used for materials that are to be destroyed.</p>	<p>IPS Group</p>	
<p>9.8.2 Render cardholder data on electronic media unrecoverable so that cardholder data cannot be reconstructed.</p>	<p>IPS Group</p>	
<p>9.9 Protect devices that capture payment card data via direct physical interaction with the card from tampering and substitution.</p> <p><i>Note: These requirements apply to card-reading devices used in card-present transactions (that is, card swipe or dip) at the point of sale. This requirement is not intended to apply to manual key-entry components such as computer keyboards and POS keypads.</i></p> <p><i>Note: Requirement 9.9 is a best practice until June 30, 2015, after which it becomes a requirement.</i></p>	<p>Shared</p>	<p>IPS Group ensures the protection of the devices against tampering and substitution as part of their supply chain processes. Once the parking meters are installed, the physical security of the meters, including protection against tampering and substitution, is the responsibility of the client.</p>
<p>9.9.1 Maintain an up-to-date list of devices. The list should include the following:</p> <ul style="list-style-type: none"> - Make, model of device - Location of device (for example, the address of the site or facility where the device is located) - Device serial number or other method of unique identification. 	<p>Shared</p>	<p>IPS Group maintains an up-to-date list of devices as part of their PCI compliance efforts. IPS Group urges clients to maintain their own list of devices as well, but may make</p>

		their internal inventory available to clients upon request.
<p>9.9.2 Periodically inspect device surfaces to detect tampering (for example, addition of card skimmers to devices), or substitution (for example, by checking the serial number or other device characteristics to verify it has not been swapped with a fraudulent device).</p> <p><i>Note: Examples of signs that a device might have been tampered with or substituted include unexpected attachments or cables plugged into the device, missing or changed security labels, broken or differently colored casing, or changes to the serial number or other external markings.</i></p>	City of Berkeley	Once the parking meters are installed, the physical security of the meters, including protection against tampering and substitution, is the responsibility of the client.
<p>9.9.3 Provide training for personnel to be aware of attempted tampering or replacement of devices. Training should include the following:</p> <ul style="list-style-type: none"> - Verify the identity of any third-party persons claiming to be repair or maintenance personnel, prior to granting them access to modify or troubleshoot devices. - Do not install, replace, or return devices without verification. - Be aware of suspicious behavior around devices (for example, attempts by unknown persons to unplug or open devices). - Report suspicious behavior and indications of device tampering or substitution to appropriate personnel (for example, to a manager or security officer). 	City of Berkeley	Once the parking meters are installed, the physical security of the meters, including protection against tampering and substitution, is the responsibility of the client.
<p>9.10 Ensure that security policies and operational procedures for restricting physical access to cardholder data are documented, in use, and known to all affected parties.</p>	IPS Group	
<p>Requirement 10: Track and monitor all access to network resources and cardholder data</p>		<p>The Single-Space Parking Meter (SSPM) network is fully owned and operated by IPS Group. All logical access including access to the IPS Group client portal, used for accessing transactional data and modifying parking meter settings, such as schedules and rate changes, is maintained by IPS Group.</p> <p>Neither client nor IPS Group personnel are capable of accessing full PAN data. The only PAN data that can be accessed is truncated.</p>
<p>10.1 Implement audit trails to link all access to system components to each individual user.</p>	IPS Group	
<p>10.2 Implement automated audit trails for all system components to reconstruct the following events:</p>	IPS Group	

10.2.1 All individual user accesses to cardholder data	IPS Group	
10.2.2 All actions taken by any individual with root or administrative privileges	IPS Group	
10.2.3 Access to all audit trails	IPS Group	
10.2.4 Invalid logical access attempts	IPS Group	
10.2.5 Use of and changes to identification and authentication mechanisms—including but not limited to creation of new accounts and elevation of privileges—and all changes, additions, or deletions to accounts with root or administrative privileges	IPS Group	
10.2.6 Initialization, stopping, or pausing of the audit logs	IPS Group	
10.2.7 Creation and deletion of system-level objects	IPS Group	
10.3 Record at least the following audit trail entries for all system components for each event:	IPS Group	
10.3.1 User identification	IPS Group	
10.3.2 Type of event	IPS Group	
10.3.3 Date and time	IPS Group	
10.3.4 Success or failure indication	IPS Group	
10.3.5 Origination of event	IPS Group	
10.3.6 Identity or name of affected data, system component, or resource.	IPS Group	
10.4 Using time-synchronization technology, synchronize all critical system clocks and times and ensure that the following is implemented for acquiring, distributing, and storing time. <i>Note: One example of time synchronization technology is Network Time Protocol (NTP).</i>	IPS Group	
10.4.1 Critical systems have the correct and consistent time.	IPS Group	
10.4.2 Time data is protected.	IPS Group	
10.4.3 Time settings are received from industry-accepted time sources.	IPS Group	
10.5 Secure audit trails so they cannot be altered.	IPS Group	
10.5.1 Limit viewing of audit trails to those with a job-related need.	IPS Group	
10.5.2 Protect audit trail files from unauthorized modifications.	IPS Group	
10.5.3 Promptly back up audit trail files to a centralized log server or media that is difficult to alter.	IPS Group	
10.5.4 Write logs for external-facing technologies onto a secure, centralized, internal log server or media device.	IPS Group	
10.5.5 Use file-integrity monitoring or change-detection software on logs to ensure that existing log data cannot be changed without generating alerts (although new data being added should not cause an alert).	IPS Group	
10.6 Review logs and security events for all system components to identify anomalies or suspicious activity.	IPS Group	
10.6.1 Review the following at least daily: - All security events - Logs of all system components that store, process, or transmit CHD and/or SAD, or that could impact the security of CHD and/or SAD - Logs of all critical system components - Logs of all servers and system components that perform security functions (for example, firewalls, intrusion-detection systems/intrusion-prevention systems (IDS/IPS), authentication servers, e-commerce redirection servers, etc.).	IPS Group	
10.6.2 Review logs of all other system components periodically based on the organization's policies and risk management strategy, as determined by the organization's annual risk assessment.	IPS Group	
10.6.3 Follow up exceptions and anomalies identified during the review process.	IPS Group	

<p>10.7 Retain audit trail history for at least one year, with a minimum of three months immediately available for analysis (for example, online, archived, or restorable from backup).</p>	<p>IPS Group</p>	
<p>10.8 Ensure that security policies and operational procedures for monitoring all access to network resources and cardholder data are documented, in use, and known to all affected parties.</p>	<p>IPS Group</p>	
<p>Requirement 11: Regularly test security systems and processes</p>		<p>The Single-Space Parking Meter (SSPM) network is fully owned and operated by IPS Group. All external and internal systems are scanned for vulnerabilities at least quarterly and penetration testing activities are performed against all systems at least annually. Additional hardware penetration testing is performed by Tevora as part of IPS Group's PCI Assessment activities.</p>
<p>11.1 Implement processes to test for the presence of wireless access points (802.11), and detect and identify all authorized and unauthorized wireless access points on a quarterly basis.</p> <p><i>Note: Methods that may be used in the process include but are not limited to wireless network scans, physical/logical inspections of system components and infrastructure, network access control (NAC), or wireless IDS/IPS. Whichever methods are used, they must be sufficient to detect and identify both authorized and unauthorized devices.</i></p>	<p>IPS Group</p>	
<p>11.1.1 Maintain an inventory of authorized wireless access points including a documented business justification.</p>	<p>IPS Group</p>	
<p>11.1.2 Implement incident response procedures in the event unauthorized wireless access points are detected.</p>	<p>IPS Group</p>	
<p>11.2 Run internal and external network vulnerability scans at least quarterly and after any significant change in the network (such as new system component installations, changes in network topology, firewall rule modifications, product upgrades).</p> <p><i>Note: Multiple scan reports can be combined for the quarterly scan process to show that all systems were scanned and all applicable vulnerabilities have been addressed. Additional documentation may be required to verify non-remediated vulnerabilities are in the process of being addressed. For initial PCI DSS compliance, it is not required that four quarters of passing scans be completed if the assessor verifies 1) the most recent scan result was a passing scan, 2) the entity has documented policies and procedures requiring quarterly scanning, and 3) vulnerabilities noted in the scan results have been corrected as shown in a re-scan(s). For subsequent years after the initial PCI DSS review, four quarters of passing scans must have occurred.</i></p>	<p>IPS Group</p>	

11.2.1 Perform quarterly internal vulnerability scans and rescans as needed, until all “high-risk” vulnerabilities (as identified in Requirement 6.1) are resolved. Scans must be performed by qualified personnel.	IPS Group	
<p>11.2.2 Perform quarterly external vulnerability scans, via an Approved Scanning Vendor (ASV) approved by the Payment Card Industry Security Standards Council (PCI SSC). Perform rescans as needed, until passing scans are achieved.</p> <p><i>Note: Quarterly external vulnerability scans must be performed by an Approved Scanning Vendor (ASV), approved by the Payment Card Industry Security Standards Council (PCI SSC). Refer to the ASV Program Guide published on the PCI SSC website for scan customer responsibilities, scan preparation, etc.</i></p>	IPS Group	
11.2.3 Perform internal and external scans, and rescans as needed, after any significant change. Scans must be performed by qualified personnel.	IPS Group	
<p>11.3 Implement a methodology for penetration testing that includes the following:</p> <ul style="list-style-type: none"> - Is based on industry-accepted penetration testing approaches (for example, NIST SP800-115) - Includes coverage for the entire CDE perimeter and critical systems - Includes testing from both inside and outside the network - Includes testing to validate any segmentation and scope-reduction controls - Defines application-layer penetration tests to include, at a minimum, the vulnerabilities listed in Requirement 6.5 - Defines network-layer penetration tests to include components that support network functions as well as operating systems - Includes review and consideration of threats and vulnerabilities experienced in the last 12 months - Specifies retention of penetration testing results and remediation activities results. <p><i>Note: This update to Requirement 11.3 is a best practice until June 30, 2015, after which it becomes a requirement. PCI DSS v2.0 requirements for penetration testing must be followed until v3.0 is in place.</i></p>	IPS Group	
11.3.1 Perform external penetration testing at least annually and after any significant infrastructure or application upgrade or modification (such as an operating system upgrade, a sub-network added to the environment, or a web server added to the environment).	IPS Group	
11.3.2 Perform internal penetration testing at least annually and after any significant infrastructure or application upgrade or modification (such as an operating system upgrade, a sub-network added to the environment, or a web server added to the environment).	IPS Group	
11.3.3 Exploitable vulnerabilities found during penetration testing are corrected and testing is repeated to verify the corrections.	IPS Group	
11.3.4 If segmentation is used to isolate the CDE from other networks, perform penetration tests at least annually and after any changes to segmentation controls/methods to verify that the segmentation methods are operational and effective, and isolate all out-of-scope systems from in-scope systems.	IPS Group	
<p>11.4 Use intrusion-detection and/or intrusion-prevention techniques to detect and/or prevent intrusions into the network. Monitor all traffic at the perimeter of the cardholder data environment as well as at critical points in the cardholder data environment, and alert personnel to suspected compromises.</p> <p>Keep all intrusion-detection and prevention engines, baselines, and</p>	IPS Group	

signatures up to date.		
<p>11.5 Deploy a change-detection mechanism (for example, file-integrity monitoring tools) to alert personnel to unauthorized modification of critical system files, configuration files, or content files; and configure the software to perform critical file comparisons at least weekly.</p> <p><i>Note: For change-detection purposes, critical files are usually those that do not regularly change, but the modification of which could indicate a system compromise or risk of compromise. Change-detection mechanisms such as file-integrity monitoring products usually come pre-configured with critical files for the related operating system. Other critical files, such as those for custom applications, must be evaluated and defined by the entity (that is, the merchant or service provider).</i></p>	IPS Group	
11.5.1 Implement a process to respond to any alerts generated by the change-detection solution.	IPS Group	
11.6 Ensure that security policies and operational procedures for security monitoring and testing are documented, in use, and known to all affected parties.	IPS Group	
Requirement 12: Maintain a policy that addresses information security for all personnel		IPS Group maintains their own information security policies and procedures, related to the development, configuration, and installation of their Single-Space Parking Meters. These information security policies and procedures do not in any way supplant the policies maintained and developed by IPS Group clients or customers for their own PCI DSS compliance.
12.1 Establish, publish, maintain, and disseminate a security policy.	IPS Group	
12.1.1 Review the security policy at least annually and update the policy when the environment changes.	IPS Group	
<p>12.2 Implement a risk-assessment process that:</p> <ul style="list-style-type: none"> - Is performed at least annually and upon significant changes to the environment (for example, acquisition, merger, relocation, etc.), - Identifies critical assets, threats, and vulnerabilities, and - Results in a formal risk assessment. <i>Examples of risk-assessment methodologies include but are not limited to OCTAVE, ISO 27005 and NIST SP 800-30.</i> 	IPS Group	
<p>12.3 Develop usage policies for critical technologies and define proper use of these technologies.</p> <p><i>Note: Examples of critical technologies include, but are not limited to, remote access and wireless technologies, laptops, tablets, removable electronic media, e-mail usage and Internet usage.</i></p>	IPS Group	

Ensure these usage policies require the following:		
12.3.1 Explicit approval by authorized parties	IPS Group	
12.3.2 Authentication for use of the technology	IPS Group	
12.3.3 A list of all such devices and personnel with access	IPS Group	
12.3.4 A method to accurately and readily determine owner, contact information, and purpose (for example, labeling, coding, and/or inventorying of devices)	IPS Group	
12.3.5 Acceptable uses of the technology	IPS Group	
12.3.6 Acceptable network locations for the technologies	IPS Group	
12.3.7 List of company-approved products	IPS Group	
12.3.8 Automatic disconnect of sessions for remote-access technologies after a specific period of inactivity	IPS Group	
12.3.9 Activation of remote-access technologies for vendors and business partners only when needed by vendors and business partners, with immediate deactivation after use	IPS Group	
12.3.10 For personnel accessing cardholder data via remote-access technologies, prohibit the copying, moving, and storage of cardholder data onto local hard drives and removable electronic media, unless explicitly authorized for a defined business need. Where there is an authorized business need, the usage policies must require the data be protected in accordance with all applicable PCI DSS Requirements.	IPS Group	
12.4 Ensure that the security policy and procedures clearly define information security responsibilities for all personnel.	IPS Group	
12.5 Assign to an individual or team the following information security management responsibilities:	IPS Group	
12.5.1 Establish, document, and distribute security policies and procedures.	IPS Group	
12.5.2 Monitor and analyze security alerts and information, and distribute to appropriate personnel.	IPS Group	
12.5.3 Establish, document, and distribute security incident response and escalation procedures to ensure timely and effective handling of all situations.	IPS Group	
12.5.4 Administer user accounts, including additions, deletions, and modifications.	IPS Group	
12.5.5 Monitor and control all access to data.	IPS Group	
12.6 Implement a formal security awareness program to make all personnel aware of the importance of cardholder data security.	IPS Group	
12.6.1 Educate personnel upon hire and at least annually. <i>Note: Methods can vary depending on the role of the personnel and their level of access to the cardholder data.</i>	IPS Group	
12.6.2 Require personnel to acknowledge at least annually that they have read and understood the security policy and procedures.	IPS Group	
12.7 Screen potential personnel prior to hire to minimize the risk of attacks from internal sources. (Examples of background checks include previous employment history, criminal record, credit history, and reference checks.) <i>Note: For those potential personnel to be hired for certain positions</i>	IPS Group	

<i>such as store cashiers who only have access to one card number at a time when facilitating a transaction, this requirement is a recommendation only.</i>		
12.8 Maintain and implement policies and procedures to manage service providers with whom cardholder data is shared, or that could affect the security of cardholder data, as follows:	IPS Group	
12.8.1 Maintain a list of service providers.	IPS Group	
12.8.2 Maintain a written agreement that includes an acknowledgement that the service providers are responsible for the security of cardholder data the service providers possess or otherwise store, process or transmit on behalf of the customer, or to the extent that they could impact the security of the customer's cardholder data environment. <i>Note: The exact wording of an acknowledgement will depend on the agreement between the two parties, the details of the service being provided, and the responsibilities assigned to each party. The acknowledgement does not have to include the exact wording provided in this requirement.</i>	IPS Group	
12.8.3 Ensure there is an established process for engaging service providers including proper due diligence prior to engagement.	IPS Group	
12.8.4 Maintain a program to monitor service providers' PCI DSS compliance status at least annually.	IPS Group	
12.8.5 Maintain information about which PCI DSS requirements are managed by each service provider, and which are managed by the entity.	IPS Group	
12.9 Additional requirement for service providers: Service providers acknowledge in writing to customers that they are responsible for the security of cardholder data the service provider possesses or otherwise stores, processes, or transmits on behalf of the customer, or to the extent that they could impact the security of the customer's cardholder data environment. <i>Note: This requirement is a best practice until June 30, 2015, after which it becomes a requirement.</i> <i>Note: The exact wording of an acknowledgement will depend on the agreement between the two parties, the details of the service being provided, and the responsibilities assigned to each party. The acknowledgement does not have to include the exact wording provided in this requirement.</i>	IPS Group	
12.10 Implement an incident response plan. Be prepared to respond immediately to a system breach.	IPS Group	
12.10.1 Create the incident response plan to be implemented in the event of system breach. Ensure the plan addresses the following; at a minimum: - Roles, responsibilities, and communication and contact strategies in the event of a compromise including notification of the payment brands, at a minimum - Specific incident response procedures - Business recovery and continuity procedures - Data backup processes - Analysis of legal requirements for reporting compromises - Coverage and responses of all critical system components - Reference or inclusion of incident response procedures from the payment brands.	IPS Group	
12.10.2 Test the plan at least annually.	IPS Group	

12.10.3 Designate specific personnel to be available on a 24/7 basis to respond to alerts.	IPS Group	
12.10.4 Provide appropriate training to staff with security breach response responsibilities.	IPS Group	
12.10.5 Include alerts from security monitoring systems, including but not limited to intrusion-detection, intrusion-prevention, firewalls, and file-integrity monitoring systems.	IPS Group	
12.10.6 Develop a process to modify and evolve the incident response plan according to lessons learned and to incorporate industry developments.	IPS Group	

APPENDIX J

EQUIPMENT ACCEPTANCE CERTIFICATE

The undersigned purchaser hereby acknowledges receipt of the equipment order described below. After confirmation of order fulfillment, and on-site product testing, we are now accepting the equipment as satisfactory for all purposes in accordance with the Agreement.

Quantity	Model Number	Equipment Description

The undersigned, as client and recipient of the above referenced equipment and associated services certifies:

1. The items of the Equipment, as such term is defined above and in reference to existing Agreement between the City of _____ (“the City”) and IPS Group Inc., fully and accurately described on the list above have been received, delivered and installed at the location(s) set forth by the City.
2. The City has conducted such inspection and/or testing of the Equipment as it deems necessary and appropriate and hereby acknowledges that it accepts the Equipment for all purposes as of the date of this Certificate.
3. As of the Acceptance Date stated below and as between the City and IPS Group Inc., the City hereby agrees that: (a) the City has received and inspected all of the Equipment provided by IPS Group Inc.; (b) all Equipment is in good working order and complies with all purchase orders, contracts and specifications; (c) the City waives any right to revoke such acceptance.

City of Berkeley Representative/Position

Date

END OF SECTION

APPENDIX K

IPS CONCRETE ANCHOR INSTALLATION

See specification documents for Concrete Anchor Installation for MS1 Pay stations provided by Provider for City installations.

IPS MS1 Concrete Anchors Installation

Option with AC Power Provision

Step 1.

Identify location for installation of MS1.

Step 2.

Excavate a hole for concrete foundation of approximate size 2 ft. x 2 ft. x 2ft.

(Skip this step if suitable foundation is already in place)

Step 3.

Make provisions for AC power as applicable.

Step 4.

AC power cable shall be located near the center spot of meter installation. Other options available if AC power cannot be in-ground.

Pour in concrete.

Screed concrete to appropriate level e.g. ground level

The concrete needs to be cured to be ready for drilling. Depending on weather conditions it may take up to 7 days for full curing.

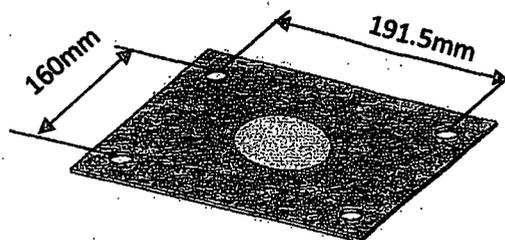
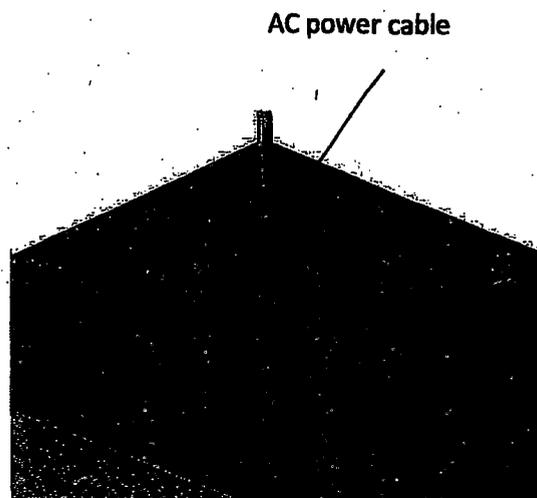
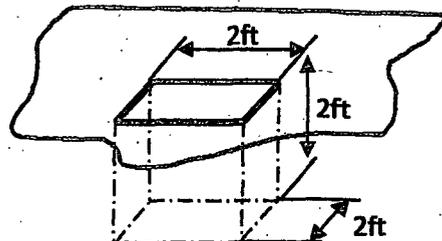
Step 5.

Drill 4 holes in concrete to the recommended diameter and depth using a template plate.

- 5/8" drill bit

Note:

Drilling and installing anchors is usually done on the day of install with machines ready for installation at location.



Template plate

Step 6.

Clean thoroughly with a hole cleaning brush. Remove the debris with a hand pump, compressed air or vacuum

Step 7.

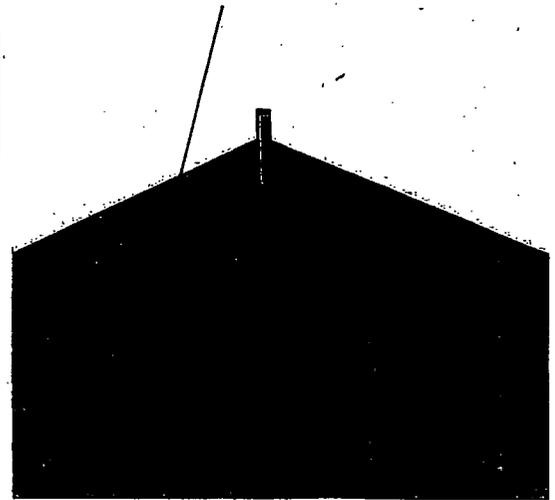
Drive in the anchors with a hammer.
Recommended anchors

- 4x Anchor Bolts 5/8" x 6"; male thread stud; SST316

Step 8.

Install MS1 pedestal over 4 bolts.
Check top surface of pedestal for leveling.
If necessary, level the top surface of the pedestal by removing, adding washers, and re-check for leveling.

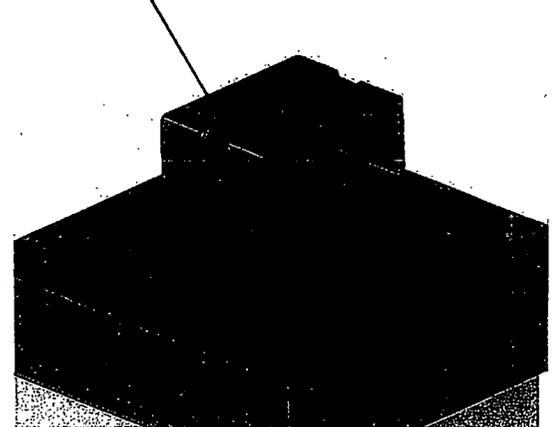
Drilled holes 4 pl



Anchors 4 pl

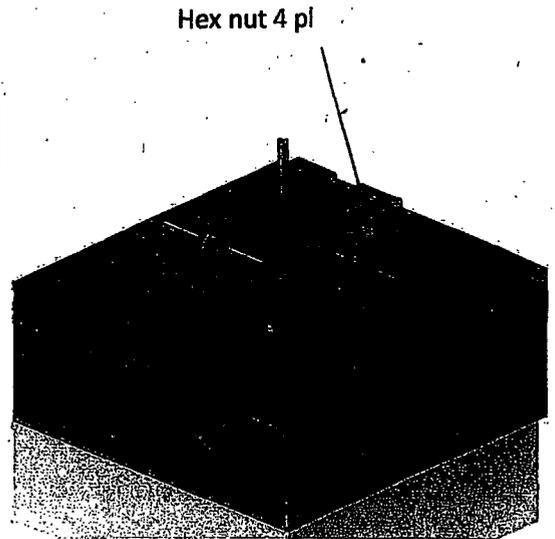


Pedestal

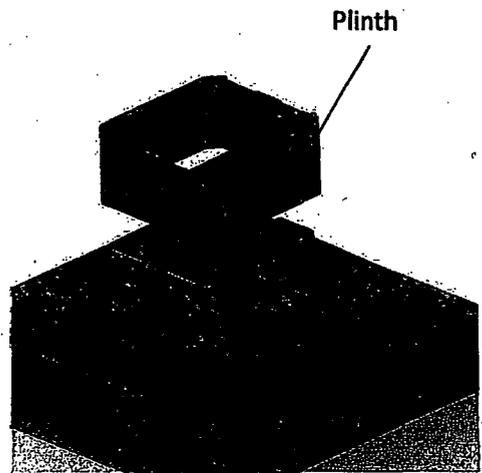


Step 9.

Secure the MS1 pedestal to the anchor bolts with 5/8" hex nuts.

**Step 10.**

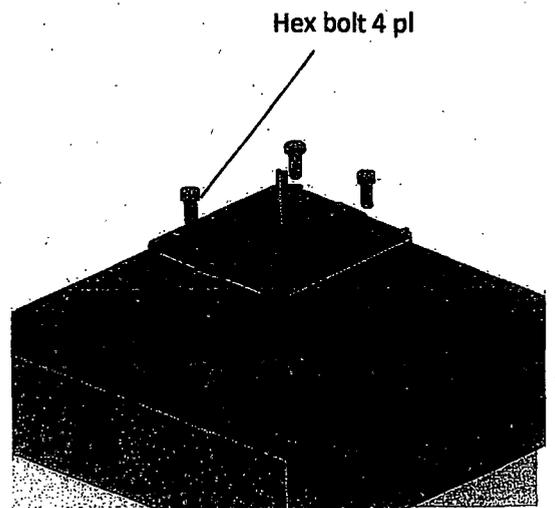
Assemble the MS1 plinth over the MS1 pedestal.

**Step 11.**

Install the MS1 paystation over the plinth and pedestal.

Position the paystation over the 4 mounting holes, such that the paystation can be secured in place using the 4 hex bolts.

Terminate the AC power cable with a junction box in the lower cabinet of the MS1 paystation.



END OF SECTION

APPENDIX L

DATA TRANSFER ACCEPTABLE FORMAT

Start Date	Time	Zone	Area	Sub Area	Pole	Parking End Time	Meter Type	Time Purchased	Coin(\$)	Credit Card(\$)	Smart Card(\$)	Total(\$)
09/05/2014	23:25:38	Tele	2GB TELE 8	2400 COLLEGE AVE - GB	CO2437	9/5/2014 23:25:38	M3	00:00:00	0.75	0.00	0.00	0.75
09/05/2014	23:25:11	Tele	2GB TELE 8	2400 COLLEGE AVE - GB	CO2437	9/5/2014 23:25:11	M3	00:00:00	0.25	0.00	0.00	0.25
09/05/2014	22:58:07	Tele	2GB TELE 2	2300 BOWDITCH ST - GB	BO2335	9/5/2014 22:58:07	M3	00:00:00	0.50	0.00	0.00	0.50

END OF APPENDIX L

APPENDIX M

REQUEST FOR PROPOSALS (RFP)
Specification No. 15-10917-C
FOR
Multi-Space Parking Meter Upgrades
PROPOSALS WILL NOT BE OPENED AND READ PUBLICLY

Dear Proposer:

The City of Berkeley is soliciting written proposals from qualified firms or individuals that provide multi-space parking meters capable of integrated upgrades with the City's existing multi-space parking. As a Request for Proposal (RFP) this is not an invitation to bid and although price is very important, other factors will be taken into consideration.

The project scope, content of proposal, and vendor selection process are summarized in the RFP (attached). **Proposals must be received no later than 2:00 pm, on Tuesday, March 27, 2015.** All responses must be in a sealed envelope and have "**Multi-Space Meter Upgrades**" and **Specification No. 15-10917-C** clearly marked on the **outer most mailing envelope**. Please submit one original and **four (4)** unbound copies of the proposal as follows:

Mail or Hand Deliver To:
City of Berkeley
Finance Department/General Services Division
2180 Milvia Street, 3rd Floor
Berkeley, CA 94704

Proposals will not be accepted after the date and time stated above. Incomplete proposal or proposals that do not conform to the requirements specified herein will not be considered. Issuance of the RFP does not obligate the City to award a contract, nor is the City liable for any costs incurred by the proposer in the preparation and submittal of proposals for the subject work. The City retains the right to award all or parts of this contract to several bidders, to not select any bidders, and/or to re-solicit proposals. The act of submitting a proposal is a declaration that the proposer has read the RFP and understands all the requirements and conditions.

For questions concerning the anticipated work, or scope of the project, please contact **Danette Perry, Parking Services Manager**, via email at **dperry@cityofberkeley.info** no later than **March 16, 2015**. Answers to questions will **not** be provided by telephone. Rather, answers to all questions or any addenda will be **posted** on the City of Berkeley's site at **http://www.cityofberkeley.info/ContentDisplay.aspx?id=7128**. It is the vendor's responsibility to check this site. For general questions concerning the submittal process, contact purchasing at 510-981-7320.

We look forward to receiving and reviewing your proposal.

Sincerely,

Henry Oyekanmi
General Services Manager

from one mode to another without replacing the cabinet. The pay stations shall use the existing housings (with exception of the doors and locks), cash containers and collection techniques.

Pay stations shall be wirelessly networked and connected to a web-based management system. The City desires that the meters operate in an independent network environment, meaning that each pay station or retrofitted pay station is wirelessly enabled to communicate without the installation of any additional networking equipment or ancillary infrastructure. No additional network equipment shall be installed or mounted on street poles as part of this system. Should the network environment temporarily fail, meters should be capable of operating in a stand-alone mode until network environment is restored.

Additionally, all meter products and card processing systems shall be PA-DSS compliant and all service providers shall be certified according to the most current Payment Card Industry (PCI) Data Security Standard (PCI-DSS Level 1 certified). The multi-space pay stations must be conforming to a compatible network platform with the City's designated Bank Merchant, Wells Fargo Merchant Services LLC. The most common are:

- d) Nashville (FDCN)
- e) Cardnet
- f) Vital (TYSY or Visanet)

Contract Term

The term of the proposed contract shall be for a period of two (2) years, commencing July 1, 2015 through June 30, 2017 with three (2) year options to extend this Contract in the City's sole discretion.

Location of Services

The City plans to enter into a contract with a qualified vendor to provide multi-space pay station equipment, installation, and a software management system at designated meter zone areas in the City.

1.0 STANDARDS AND APPLICABLE PUBLICATIONS

1.1 The selected provider's technology shall conform to the following standards:

- 1.1.1 Global System for Mobile Communications (GSM).
- 1.1.2 Supplier must be (PCI DSS) certified.
- 1.1.3 Microsoft SQL Server 2005/2008 is the City's present standard and preferred Relational Database Management System.
- 1.1.4 All applicable local, state, and federal guidelines and laws.

2.0 REQUIREMENTS

The City will upgrade existing multi-space pay stations in approximately 235 locations throughout the City. The multi-space retrofit priority will be deployed at pay stations that experience high demand citywide. It is anticipated the City will convert approximately 235 pay stations during the first (2) two years of this contract as well as purchase some new multi-space pay stations, although the City may elect to purchase more or less, depending upon funding availability and decisions on new meter locations.

The City's intent is for the retrofitted meter mechanisms to be retrofitted into the City's current pay station housings, without any changes to the coin vault, or cash collection operations, and for a wireless system to be connected to the meters to provide information and to manage the operation, maintenance, collections, and reports. The only anticipated changes are to the pay station mechanisms and doors that shall fit into the City's existing pay station housing base. The City's multi-space pay stations are Cale MP104 Compact, purchased from 2005 to 2014.

3.2 PRODUCT AND SERVICES REQUIREMENTS

- 3.2.1 **Technical Requirements**
- 3.2.1.1 **General Multi-space Pay station Requirements**
- 3.2.1.2 Pay Stations shall be capable of accepting payment via coins, tokens, credit card, debit card, smart card. Credit cards shall include Visa, MasterCard payment capabilities at a minimum.
- 3.2.1.3 Operate in Pay and Display, Pay by Space, or Pay by License Plate mode which can easily be converted to alternate modes without changing cabinets and be capable of managing at least twelve automobile parking spaces.
- 3.2.1.4 Pay Stations shall be wirelessly networked via the cellular network and connected to a web-based management system. No wireless communication hardware is to be installed on street/utility/traffic light poles other than the meter itself. No additional customer software other than an Internet browser shall be required to access the management system
- 3.2.1.5 Allow for variable rate structures, progressive rate structure, other flexible rate structures, and the ability for the City to modifications through parameter driven procedures
- 3.2.1.6 Pay station shall provide communication of changing rate structures directly to the multi-space meter from a work station
- 3.2.1.7 Provide real-time credit card processing through the City approved Processor when communications is established and batch credit card processing when communication has been interrupted
- 3.2.1.8 Include standard solar panel for charging and maintain battery power.
- 3.2.1.9 Pay stations must meet current ADA compliant guidelines.
- 3.2.1.10 Provide real-time maintenance status updates.
- 3.2.1.11 The pay station must be "tamper-proof" when secured so that program settings cannot be manipulated by probing or by use of unauthorized equipment.
- 3.2.1.12 *The pay station will perform reliably under the harsh environment of normal on-street conditions as described below:*
- 3.2.1.13 The pay station will be specifically designed to perform reliably in the rain, without any significant degradation in performance, by limiting water intrusion.
 - 3.2.1.13.1 a) The pay station will operate within a temperature range of -20 to 140 degrees Fahrenheit and under varying environmental conditions, including but not limited to windblown grime, rain, fog, smog, air inversions, salt air, sun (including direct sunlight), and vibrations.
 - 3.2.1.13.2 b) Electronic components, including the entire circuit board, will be weather-proofed with a protective coating or equivalent.
 - 3.2.1.13.3 c) Buy America Preference: Multi-space pay stations shall be purchased from company performing final product assembly and providing back end data managements services based in the USA.
- 3.2.2 **Cabinet/Security**
- 3.2.2.1 For superior protection against weather and vandalism, pay stations must feature a stainless steel cabinet and armored glass as standard features.
- 3.2.2.2 Pay station's exterior surface must have a powder coating for easy cleaning and graffiti removal.
- 3.2.2.3 The pay stations must be vandal resistant and have recessed door hinges.
- 3.2.2.4 Pay stations must have separate compartments for maintenance and collections. There shall be no access to the money in the coin compartment when performing maintenance functions.
- 3.2.2.5 The pay station shall have LED lighting above the display to enhance visibility for motorists, technicians, and collections staff.
- 3.2.2.6 The pay station shall feature proximity sensors to awaken the pay station upon a customer's arrival, thereby maximizing power efficiency.

- 3.2.4.9 The display shall have sufficient backlight so the pay station information can be seen at night.
- 3.2.5 **Coin Validation**
- 3.2.5.1 The pay station will accept coins through a jam-resistant coin validator that detects both metallic and nonmetallic jams at key points in the coin path. It is desirable that the coin validator be made of clear plastic or be easily opened to clear jams and foreign objects.
- 3.2.5.2 The coin validator will include an anti-backup provision to prevent the retrieval of deposited coins (e.g., attached to strings, paddles, wires, etc.).
- 3.2.5.3 Pay stations shall be fully electronic with solid state components and straight down, free-fall coin chute. The meter shall be able to recognize and give time for both coins and/or custom tokens. Standard coin recognition shall include, but is not limited to, US denominations of \$0.01, \$0.05, \$0.10, \$0.25 and \$1.00 coins. The validator may also be reprogrammed remotely as new coins/tokens are implemented as part of the payment options provided by the City.
- 3.2.5.4 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. 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.
- 3.2.5.5 If the coin slot is inoperable, unit must still accept credit card payment. There must be a message on the screen indicating that coin payment is not presently available. If coin selector is inoperable, unit must send an alarm to the back-office system to notify personnel of the malfunction.
- 3.2.5.6 Coin validator must be easily removable for service or replacement.
- 3.2.5.7 Coin validator will detect and count the number of unacceptable or invalid coins.
- 3.2.6 **Card Reader/Credit Card Payments**
- 3.2.6.1 The pay station will accept magnetic-stripe credit/debit cards and contact chip "smart" cards.
- 3.2.6.2 Pay station will provide options for reading contactless credit cards (EMV chip embedded cards).
- 3.2.6.3 The pay station's card reader will not retain cards and will always permit users to remove cards without damage, especially during a fault situation or power failure.
- 3.2.6.4 The pay station will clearly display the proper card orientation for insertion by the customer and will be designed to minimize customer confusion to the extent possible.
- 3.2.6.5 If a card is inserted improperly, e.g., upside down or reversed, the card will be easily removed by the customer without the use of any tools.
- 3.2.6.6 Pay station will process card transactions in real-time when communications is established and batch credit card processing when communication has been interrupted.
- 3.2.6.7 a) When real-time authorization is temporarily unavailable or cannot be completed within the configured time, the pay station will have off-line authorization capability that will verify that the card appears valid, is not on a local Blacklist. These transactions will be processed as soon as practical once real-time authorization is restored, but without affecting normal user operation.
- 3.2.6.8 The pay station will support user-defined credit card amount settings, including minimum amount, maximum amount, default amount first displayed, and amount selection increment, and rounding increment. When charging credit card payments for the maximum permitted time, the pay station will round the selection to the next highest selection amount according to the user-defined rounding increment.
- 3.2.6.9 In addition to PCI-DSS and PA-DSS requirements, for additional protection of cardholder security, no credit card information shall be authorized, transferred or stored outside of North America.
- 3.2.7 **Printer**

- 3.2.9.1.4 d) The clock will sync with the time on the Meter Management System a minimum of once per day, but ideally every time it communicates with the Meter Management System.
- 3.2.9.1.5 e) The clock will track the day of week, Monday through Sunday.
- 3.2.9.1.6 f) Time of day and day of week will be visible to maintenance staff on the front display screen.

3.2.10 **Communications**

- 3.2.10.1 Pay stations must operate on a 3G or 4G network.
- 3.2.10.2 Pay stations will manage spaces with different rates, lengths of stay, and parking restrictions.
- 3.2.10.3 When operation mode is applicable, pay stations will accept payments for any pay station space in the area, provided that the meter has an active wireless connection to the communicate the payment to the Meter Management System.
- 3.2.10.4 Pay stations shall have secure wireless network capabilities enabling it to communicate to a central server and handheld meter maintenance and enforcement tools.
- 3.2.10.5 Pay stations will be fully programmable, including firmware and configuration, wirelessly over the air and through a manual method at the meter.
- 3.2.10.6 Pay stations can wirelessly notify parking operations staff of any faults, such as a card reader or coin validator jam, via a text message, email, or both.

3.2.11 **Security**

- 3.2.11.1 Pay stations, the associated communications system, and the backend server will all be compliant with the latest available security standards as defined by the Payment Card Industry Data Security Standard (PCI):

- 3.2.11.2 The software and the application shall be compliant with the most current Payment Card Industry (PCI) Data Security Standard.
- 3.2.11.3 The successful proposer must comply with Payment Card Industry Data Security Standards (PCI DSS and PA-DSS); Visa and MasterCard aligned data security requirements to create a global standard for the protection of Cardholder data. The resulting Payment Card Industry Data Security Standards (PCI -DSS) defines the requirements with which all entities that store, process, or transmit payment card data must comply. Detailed information about PCI DSS can be found at the PCI DSS Council's website:
https://www.pcisecuritystandards.org/documents/PCI_DSS_v3.pdf
- 3.2.11.4 The successful proposer must be a certified vendor of the City's merchant card processor. At this time, the City of Berkeley is in contract with Wells Fargo Merchant Services LLC.
- 3.2.11.5 The proposer must be able to demonstrate they meet the above requirements at the time of bid.
- 3.2.11.6 Encryption: All data leaving pay station shall be encrypted. Describe encryption protocol.
- 3.2.11.7 Vendor must be listed on both Visa and MasterCard web sites as being PCI certified.

3.2.12 **Management System**

- 3.2.12.1 Login and access to the wireless based management system via the Internet.
- 3.2.12.2 The management system shall track audit amounts by pay station ID, route, and any other selected pay station configuration thereof.
- 3.2.12.3 Management system shall provide a full set of reports. These shall include revenues for all transactions, by meter, by route, or by zone, including, but not limited to, financial activity, usage, maintenance, and user trends.
- 3.2.12.4 Real time alarms and status reporting for maintenance via the wireless based management system.

- 3.2.12.5 The management system shall notify service technicians of fault and status issues via text or e-mail.

- 3.2.12.6 System software shall provide a variety of reports. Vendor shall provide a list and examples of reports with the proposal

3.2.13 **Collections**

- 3.2.13.1 The pay station will deposit coins directly into a secure, locked coin box, holding a

- 3.2.14.7 Meters will support multiple rate schemes, including hourly, progressive, and long-term (jump) rates. It will support up to five rate changes per day. These rates will be configurable via the wireless network.
- 3.2.14.8 Meters will be able to accept pre-payments prior to start of regulated parking (e.g., pay at 6am for a session that begins at 7am) by showing the space as paid through the beginning of regulated parking.
- 3.2.14.9 Meters will be programmable with all applicable parking restrictions affecting payment ability, including peak hour no stopping, street cleaning no parking, passenger and commercial loading zones, and free parking periods. Meters will alert the customer and prevent payment approaching and during any restricted period as applicable, notwithstanding the option to require payment for commercial loading zones.
- 3.2.14.10 Meters will remotely update and change rate schemes.
- 3.2.14.11 Meters will allow for rate scheme updates for special events via the Meter Management System.
- 3.2.14.12 When one or more forms of payment are unavailable, the meters will continue to accept all other forms of payment.
- 3.2.14.13 Meters will display which forms of payment are available and unavailable to the customer.
- 3.2.14.14 All meter maintenance functions and diagnostics will be accessible through a series of maintenance menus.
- 3.2.15 **Pay Stations and Performance Requirements**
- 3.2.15.1 The pay station will be field serviceable for clearing coin jams and foreign objects, requiring no special tools, within three minutes from the time the repair person begins the removal process.
- 3.2.15.2 Coin counts for each coin denomination deposited into the collection container (coin can or cash box) will be no less than 99% accurate per collection.
- 3.2.15.3 The pay station will complete any payment type transaction within 20 seconds from the last user input (e.g. hitting an 'ok' button) to approval and completion.
- 3.2.15.4 The pay station will post time loaded remotely within 30 seconds of completing the transaction no less than 95% of the time.
- 3.2.15.5 Pay station will report its change in status, e.g. outages, to server within 2 -minutes no less than 85% of the time, and within 3 minutes no less than 95% of the time.
- 3.2.16 **Additional Desired Features**
- 3.2.16.1 Pay-by-Cell. Be compatible with pay-by-cell phone payment technology. The City would like the option to include a pay-by-cell phone option potentially in the future. 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, where public policy permits.
- 3.2.16.2 Meter Maintenance Application: with the use of a mobile device application for meter maintenance, staff can easily log faults and repairs in the field from their cellular phone/tablet.

Vendor shall confirm that the proposed equipment and software meet the technical specifications listed in all sections of the Technical Requirements (sections 3.2.1 through 3.1.16).

Vendor must indicate any and all technical specifications that the proposed equipment and software do not meet as listed in all sections of 2.1 through 3.1.16 .

As part of their Proposal, the Contractor shall submit a flowchart diagram depicting the credit card processing subsystem architecture and the process for credit card transaction approvals.

3.4.1.1. The vendor shall be responsible for providing all equipment and software necessary for maintaining all data files. Data files are expressly the property of the City of Berkeley. Additionally, data files shall be readily transferable to new systems that the City may choose to use at some point in the future. Microsoft SQL Server 2005/2008 is the City's present standard and preferred Relational Data Base Management System.

3.4.2 DISASTER RECOVERY PLAN AND SYSTEM RECOVERY

3.4.2.1 Disaster Recovery/Backup Plan. It will be the responsibility of the vendor to take every precaution to ensure that all systems, files, data, equipment, communications, and facilities are reliable. In the event that a natural disaster or some other unanticipated event (rolling black outs do not constitute an unanticipated event) does disrupt the system, the vendor must have a detailed, City-approved recovery plan in place, tested, and ready to be implemented for all key facilities so that services are restored quickly and in accordance with City performance standards. The vendor shall thoroughly explain its disaster recovery and back-up plan, which at a minimum should address the following:

3.4.2.1.1 procedures for back-up of all software and computer programs, files, computerized procedures, etc.; and

3.4.2.1.2 off-site duplication of all software and computer programs, files, computerized procedures, etc.; and

3.4.2.1.3 repair procedures for all hardware, communications, and other equipment in order to minimize the time required to restore service; and

3.4.2.1.4 alternate processing arrangements to meet business resumption requirements; and

3.4.2.1.5 proposed annual and comprehensive testing of emergency procedures; and

3.4.2.1.6 alternate processing arrangements in the event of a lack of access to the vendor's main processing site.

3.4.2.2 If the management system goes down for any reason, the system must not allow credit cards or smart cards to be used at meters nor shall credit card/smart card numbers be stored in the meter mechanism. The meter shall default to accepting coins only and shall notify customers that only coins are accepted.

3.5 LIQUIDATED DAMAGES

The vendor and the City shall agree that the timely delivery and the substantial operation of the pay stations are of particular significance to the City and recognize that the retrofit features and software functionality are particular reasons for the selection of the vendor by the City. For those reasons, the parties shall agree that the City would suffer revenue loss if the vendor was not able to deliver the meters to the City as scheduled in this Contract or if the meters and the software did not operate at a certain level of functionality. For these reasons the City and vendor shall agree that in the event these requirements are not met, due to the fault of the vendor, that the vendor shall be liable to the City, in

3.5.4 Termination Option for Chronic Problems: If, in any single calendar month, three (3) or more events occur for which liquidated damages are applicable, then the City may terminate this Contract for cause and without penalty, by notifying vendor within five (5) days following the end of such calendar month.

3.5.5 Liquidated Damages Credit: To receive credits described in this section, the City will notify the vendor in writing. The credit will be applied to current or future invoices.

3.6 SOURCE CODE ESCROW

Additional Requirements:

Source Code Escrow: The City typically requires providers of enterprise systems to enter into a source code escrow agreement upon contract signing. The City uses Wells Fargo Bank as an agent but will consider other arrangements.

3.7 AUDITS, RECORDS TO BE MAINTAINED, ACCESS TO RECORDS

3.7.1 The selected vendor shall maintain account books, records, documents and other evidence directly pertinent to performance and billing of the work under this Contract, in accordance with generally accepted accounting practices. The vendor shall also maintain the financial information and data used by the vendor in the preparation or support of cost estimates to the City. The City, or its duly authorized representative, shall have access to such account books, records, documents, and other evidence, for the purpose of inspection, audit, and copying. The vendor shall provide proper facilities for such access. The vendor shall not charge the City for time spent assisting the City in reviewing said documents.

3.7.2 Audits conducted pursuant to this provision shall be in accordance with generally accepted auditing standards. The vendor agrees to provide full access to the City all information, reports, and records pursuant to this section. Where the audit concerns the vendor, the City's representative shall afford the vendor an opportunity for an audit exit conference and an opportunity to comment on the pertinent portions of the draft audit report. The final audit report shall include the written comments, if any, of the vendor.

3.7.3 The selected vendor shall maintain copies of the complete records of the execution of the Contract, including, but not limited to documents, as necessary to assist in the defense of any legal action claiming liability or neglect of duty which may involve the City. The City shall also have access to these records. These records shall be maintained for a period of not less than three years after the earliest date which the applicable statutes may establish for the release of potential liability for the services rendered or performed under this Contract.

3.7.4 Accounting records as above shall be maintained and made available during performance of the work under this Contract for three years from date this Contract ends. In addition, those records which relate to any appeal, contract, litigation, or the settlement of claims arising out of such performance or cost, or items to which an audit exception has been taken, shall be maintained and made available until three years after the date of resolution of such appeals, litigation, claims, or exception.

regular business hours.

3.8.2 Components

3.8.2.1 The vendor shall state the warranty for all other components, including: pay station mechanisms (item 1), printers (item), coin validators (items), access cards (items 5-7) replacement parts (items 8-17)

3.8.2.2 On **Attachment I** Items #7-11, indicate the item, part number and the warranty for that item component as applicable. Itemize each item component on a separate line of Attachment I.

3.8.3 Management System

3.8.3.1 The warranty shall include debugging, system updates, and correcting any problems that may occur with the web-based meter management system.

3.8.3.2 The vendor shall correct major software problems immediately on a priority basis. Major software problems are defined as those causing erroneous financial transactions, revenue loss, reporting errors, loss of payment functionality, system instability, or database corruption.

3.8.3.3 After the initial Contract term, the City may negotiate a service contract for the pay station's parking management system, a wireless data management data service plan for as long as the system is in use. Future service and data management contracts shall be subject to approved appropriations and City Council approval.

3.8.3.4 The vendor shall support upgrades to their application based on operating system patch and upgrade requirements (For example, if the runs on a Microsoft operating system, the software shall be able to be patched according to the Microsoft patch and upgrade schedule without breaking any application. If Microsoft decommissions an operating system, this Contractor must be capable of releasing code compatible with next operating system upgrade prior to Microsoft ending support for current operating system at no cost to the City).

3.8.3.5 The vendor shall commit to provide corrective patches and upgrades in the event security vulnerability or system availability issues are discovered within 30 days of discovery.

3.9 EXTENDED WARRANTY SOFTWARE SUPPORT SERVICES – YEARS 3 THROUGH 8

3.9.1 The vendor shall propose a scope of work to provide post-warranty Software Support Services similar to the services provided during the warranty period, and as described in Section 3.83, above. Services to be described in the scope of work include, but are not limited to:

3.9.1.1 . On-Site Software Support for both equipment/system and all 3rd party software applications

3.9.1.2. Remote Software Support for both equipment/system and all 3rd party

3.10.1.5 The Vendor shall provide guaranteed component pricing for five (5) years inclusive of a maximum percentage increase not to exceed the published CPI index for all components following Contract Award. These prices shall be valid prices for the City to purchase the spare parts through a service agreement between the City and the Vendor.

3.10.1.6 The City reserves the right to order additional parts and manage the equipment spare parts inventory as required to maintain the system.

3.10.1.7 All equipment and parts shall be newly manufactured within the past 6 months and never installed in any other operational system other than for factory test purposes for this contract.

3.10.1.8 When delivered to the City, an itemized list of manufacturer's part numbers, model numbers, pricing, supplier's address, supplier's telephone numbers, and any single source components shall be identified by the Vendor.

3.10.1.9 Preventive Maintenance and Emergency Support Agreement

3.10.1.10 Proposed scope of work shall be subject to modification and ultimate approval of the City.

3.10.1.11 The Vendor shall propose an annual cost to perform the preventive maintenance services contained within the scope of work as well as an hourly rate for various types of technical response during emergency support or response situations for the year following the warranty period as well as the subsequent three years (YEARS 2 THROUGH 10). These costs shall be clearly indicated in the Proposal as Additive/Alternate Proposal Items, and shall not be included in the Total Proposed Base Price. These prices shall be valid prices for the City to purchase the Maintenance Services through a service agreement between the City and the vendor. For emergency support services, the vendor shall provide Hourly Service Rates, by type, as defined below:

- i. Regular Business Hours – 7:00 AM through 7:00 PM, 5 days a week
- ii. Outside of Business Hours – 7:00 PM through 7:00 AM, 5 days a week

3.10.1.12 The City will not pay overtime charges.

4.0 ACCEPTANCE AND FUNCTIONALITY

4.1 ACCEPTANCE

4.1.1 Acceptance of the retro-fit pay station mechanisms and new pay stations shall occur after the vendor has successfully completed installation of the retro-fit mechanisms into the City's pay station housing in designated parking locations and the mechanisms are properly integrated and communicating with the Multi- Space Parking Meter System. Retro-fitted pay station mechanisms must meet the definition of a 'functional pay station'.

4.1.1.1 Functional Pay Station

A functional pay station is a multi-meter mechanism and related components

All proposals shall include the following information, organized as separate sections of the proposal. The proposal should be concise and to the point. All Respondents should structure their proposals in the following manner:

1. Cover Letter:

A one page cover letter should contain the name of the firm, the firm's principal place of business, the name, email address, telephone and fax number of the primary contact person, the company tax identification number. The location of primary office providing services should be identified.

2. Company History and Client Satisfaction:

Each proposal shall include an overview of the history of the company and a comprehensive list of current clients preferably other California Cities. Specific reference information for three (3) clients relevant to the proposed work should be included (must have had the proposed system installed with 25 or more retrofitted pay stations for at least 12 months. One (1) of the references shall be of a difficult implementation. Provide the designated person's name, title, organization, address, telephone number, and a description of the work performed for that client. *Please include the daily work performed and the correlation of employees performing work relative to the employees that would be providing the services under this RFP response.*

3. Functional Qualifications

Proposers should provide a detailed response to each of the desired Product and Services requirements in Section 3.2. Responses should indicate if proposed offering is in compliance with the requirements (response by subsections is allowed if applicable) and describe any part of the offering not in compliance and the extent of the noncompliance. Proposers should provide additional information as necessary to fully explain their offering and technical and service requirements. Proposals should follow the organization of the functional requirements in the Request for Proposals. Proposers should also outline their strategy for product innovation and developing future product and service offerings.

4. Support Strategy

Each proposal shall include an explanation of the maintenance and support offered after the product is implemented and the respondent's overall support strategy for the on-going maintenance and operation of the proposed system (*see sections 3.8 and 3.9*). Respondents shall describe how they will respond to operational issues including expected response times and identifying support resources and their location. Proposals shall describe on-site support to be provided by the City as well as recommended inventories of spare parts on-site. Each proposal should also describe the availability of support resources and problem escalation procedures.

5. Implementation Plan

Each proposal shall include detailed information on the proposed transition and implementation plan. The implementation plan should describe in detail the steps that will be taken to mitigate disruptions to the parking system during the implementation and how the implementation will be staged to accommodate ongoing business operations. The proposal should describe any specific responsibilities of the City during the implementation. An implementation timeframe should also be included. A detailed description of the training program included in the proposed offering should describe the

A selection panel will be convened of staff qualified persons as determined by the Public Works Department. The panel will review and score all Proposals. The following criteria will be considered, although not exclusively, in determining which firm is hired. Criteria to be used in the selection of the best proposal for the City of Berkeley are listed below. The City of Berkeley shall be the sole judge as to which proposal best meets its needs. The city of Berkeley reserves the right to contract for any desired service or equipment whether in whole or in part.

CRITERIA	MAXIMUM POINTS
1. Quality of Proposal	40
2. References	20
3. Costs	40
TOTAL	100

1. **Quality of Proposal** – The City is seeking the most responsive and responsible proposal, including qualification and resource factors. The City’s definition of **responsive** is a bid which conforms, in all material respects, to the requirements set forth in a bid proposal. The City’s definition of **responsible** is a proposer who has the capability, facilities, equipment, and personnel needed to fully perform this Contract requirements, and the experience, integrity, and reliability. Evaluation for Quality of Proposals will include:
 - a. Responsiveness to technical requirements, strategy for enhancing the offering in the future, and demonstrated capability of desired features, performance, user friendliness and overall system capabilities.
 - b. Quality of the transition & implementation plan to retro-fit pay stations and the mitigation of disruptions to the parking system. The evaluation will also consider the quality of the proposed training program.
 - c. Maintenance and support plan including responsiveness, available resources, on-site availability and available technical support.

The past performance of proposers and delivery time will be considered in the evaluation of bids.

2. **References** – The references should be able to provide performance related information about the Proposer’s Operations Team and be knowledgeable about the project the Proposer performed for their organization.
3. **Costs**- The City does desire to keep costs to a minimum. Proposals will be evaluated based upon the total cost of ownership including purchase costs, implementation costs and on-going operating costs. The lowest bid receives 40 points, other bid score rankings are based on percentage of lowest bid.

\$3,000 bids for supplies or bids or proposals for services shall include a completed Workforce Composition Form. Businesses with fewer than five employees are exempt from submitting this form. (See B.M.C. 13.26.030)

Under B.M.C. section 13.26.060, the City may require any bidder or vendor it believes may have discriminated to submit a Non-Discrimination Program. The Contract Compliance Officer will make this determination. This applies to all contracts and all consultants (contractors). Berkeley Municipal Code section 13.26.070 requires that all contracts with the City contain a non-discrimination clause, in which the contractor agrees not to discriminate and allows the City access to records necessary to monitor compliance. This section also applies to all contracts and all consultants. **Bidders must submit the attached Non-Discrimination Disclosure Form with their proposal**

B. Nuclear Free Berkeley Disclosure Form:

Berkeley Municipal Code section 12.90.070 prohibits the City from granting contracts to companies that knowingly engage in work for nuclear weapons. This contracting prohibition may be waived if the City Council determines that no reasonable alternative exists to doing business with a company that engages in nuclear weapons work. If your company engages in work for nuclear weapons, explain on the Disclosure Form the nature of such work. **Bidders must submit the attached Nuclear Free Disclosure Form with their proposal.**

C. Oppressive States:

The City of Berkeley prohibits granting of contracts to firms that knowingly provide personal services to specified Countries. This contracting prohibition may be waived if the City Council determines that no reasonable alternative exists to doing business with a company that is covered by City Council Resolution No. 59,853-N.S. If your company or any subsidiary is covered, explain on the Disclosure Form the nature of such work. **Bidders must submit the attached Oppressive States Disclosure Form with their proposal.**

D. Conflict of Interest:

In the sole judgment of the City, any and all proposals are subject to disqualification on the basis of a conflict of interest. The City may not contract with a vendor if the vendor or an employee, officer or director of the proposer's firm, or any immediate family member of the preceding, has served as an elected official, employee, board or commission member of the City who influences the making of the contract or has a direct or indirect interest in the contract.

Furthermore, the City may not contract with any vendor whose income, investment, or real property interest may be affected by the contract. The City, at its sole option, may disqualify any proposal on the basis of such a conflict of interest. **Please identify any person associated with the firm that has a potential conflict of interest.**

E. Berkeley Living Wage Ordinance:

Chapter 13.27 of the Berkeley Municipal Code requires that contractors offer all eligible employees with City mandated minimum compensation during the term of any contract that may be awarded by the City. If the Contractor is not currently subject to the Living Wage Ordinance, cumulative contracts with the City within a one-year period may subject Contractor to the requirements under B.M.C. Chapter 13.27.

under-insured individual or business to perform the work (usually when the risk of liability is low). An insurance waiver may be granted only by the Risk Manager in writing with the approval of the City Manager. If a potential bidder expresses an inability to meet the insurance requirement, he or she should be encouraged to contact the Project Manager & Risk Manager for assistance in obtaining insurance.)

B. Worker's Compensation Insurance:

A selected contractor who employs any person shall maintain workers' compensation insurance in accordance with state requirements. Sole proprietors with no employees are not required to carry Worker's Compensation Insurance.

C. Business License

Virtually every contractor that does business with the City must obtain a City business license as mandated by B.M.C. Ch. 9.04. The business license requirement applies whether or not the contractor has an office within the City limits. However, a "casual" or "isolated" business transaction (B.M.C. section 9.04.010) does not subject the contractor to the license tax. Warehousing businesses and charitable organizations are the only entities specifically exempted in the code from the license requirement (see B.M.C. sections, 9.04.295 and 9.04.300). Non-profit organizations are granted partial exemptions (see B.M.C. section 9.04.305). Persons who, by reason of physical infirmity, unavoidable misfortune, or unavoidable poverty, may be granted an exemption of one annual free license at the discretion of the Director of Finance. (see B.M.C. sections 9.04.290).

Vendor must apply for a City business license and show proof of application to Purchasing Manager within seven days of being selected as intended contractor.

The Customer Service Division of the Finance Department located at 1947 Center Street, Berkeley, CA 94704, issues business licenses. Contractors should contact this division for questions and/or information on obtaining a City business license, in person, or by calling 510-981-7200.

D. Recycled Paper

All reports to the City shall be on recycled paper that contains at least 50% recycled product when such paper is available at a cost of not greater than ten percent more than the cost of virgin paper, and when such paper is available at the time it is required. If recycled paper is not available the Contractor shall use white paper. Written reports or studies shall be *printed on both sides of the page* whenever practical.

Thank you for your interest in working with the City of Berkeley for this service. We look forward to receiving your proposal.

Attachments:

- | | |
|---|--------------|
| • Check List of Required items for Submittal | Attachment A |
| • Non-Discrimination/Workforce Composition Form | Attachment B |
| • Nuclear Free Disclosure Form | Attachment C |
| • Oppressive States Form | Attachment D |
| • Living Wage Form | Attachment E |

**Attachment I
Multi-Space Parking Meter & Upgrades
Cost Proposal Form**

ITEM NO.	EST. QTY.	UNIT	ITEM	UNIT PRICE	PART NO.	TOTAL BID
HARDWARE						
1	230		Multi-Space Pay Station Retro-fit Mechanism with Credit card Capability*	\$		\$
2	10-30		Multi-space Pay station**	\$		\$
SUPPLIES						
3	Up to 50		Diagnostic Cards	\$		\$
4	Up to 50		Coin Collection Cards	\$		\$
5	Up to 50		Meter Maintenance Cards	\$		\$
6			Receipt Rolls	\$		\$
Vendor Recommended List - Add suggested items as appropriate, fill in below						
SPARE PARTS						
7			Card Reader	\$		\$
8			Function Buttons	\$		\$
9			Coin Verifier	\$		\$
10			Printer	\$		\$
11			Keypad	\$		\$
a)				\$		\$
b)				\$		\$
c)				\$		\$
d)				\$		\$
TRAINING						
12			Technical Training	\$		\$
13			Financial/ Administrative Training	\$		\$
SERVICE FEES						
14			Charge per active unit per month for Secure Wireless Communication Management System	\$		\$
15			License Fee	\$		\$
16			Credit Card Transaction Fee	\$		\$
17			Year 1 and 2 Warranty Fee			
OPTIONAL SERVICE FEES						
18			Extended Warranty Fees for Meters			

*item.1: includes complete pay station retro-fit kit, door, and locks, shipping, installation costs

**item24: includes complete new pay station, shipping, installation costs Does not include any permitting requirements to be charged back to the City at cost if required.

APPENDIX M

REQUEST FOR PROPOSALS (RFP)
Specification No. 15-10917-C
FOR
Multi-Space Parking Meter Upgrades
PROPOSALS WILL NOT BE OPENED AND READ PUBLICLY

Dear Proposer:

The City of Berkeley is soliciting written proposals from qualified firms or individuals that provide multi-space parking meters capable of integrated upgrades with the City's existing multi-space parking. As a Request for Proposal (RFP) this is not an invitation to bid and although price is very important, other factors will be taken into consideration.

The project scope, content of proposal, and vendor selection process are summarized in the RFP (attached). **Proposals must be received no later than 2:00 pm, on Tuesday, March 27, 2015**. All responses must be in a sealed envelope and have "**Multi-Space Meter Upgrades**" and **Specification No. 15-10917-C** clearly marked on the **outer most mailing envelope**. Please submit one original and **four (4)** unbound copies of the proposal as follows:

Mail or Hand Deliver To:
City of Berkeley
Finance Department/General Services Division
2180 Milvia Street, 3rd Floor
Berkeley, CA 94704

Proposals will not be accepted after the date and time stated above. Incomplete proposal or proposals that do not conform to the requirements specified herein will not be considered. Issuance of the RFP does not obligate the City to award a contract, nor is the City liable for any costs incurred by the proposer in the preparation and submittal of proposals for the subject work. The City retains the right to award all or parts of this contract to several bidders, to not select any bidders, and/or to re-solicit proposals. The act of submitting a proposal is a declaration that the proposer has read the RFP and understands all the requirements and conditions.

For questions concerning the anticipated work, or scope of the project, please **contact Danette Perry, Parking Services Manager**, via email at **dperry@cityofberkeley.info** no later than **March 16, 2015**. Answers to questions will **not** be provided by telephone. Rather, answers to all questions or any addenda will be **posted** on the City of Berkeley's site at **http://www.cityofberkeley.info/ContentDisplay.aspx?id=7128**. It is the vendor's responsibility to check this site. For general questions concerning the submittal process, contact purchasing at 510-981-7320.

We look forward to receiving and reviewing your proposal.

Sincerely,

Henry Oyekanmi
General Services Manager

from one mode to another without replacing the cabinet. The pay stations shall use the existing housings (with exception of the doors and locks), cash containers and collection techniques.

Pay stations shall be wirelessly networked and connected to a web-based management system. The City desires that the meters operate in an independent network environment, meaning that each pay station or retrofitted pay station is wirelessly enabled to communicate without the installation of any additional networking equipment or ancillary infrastructure. No additional network equipment shall be installed or mounted on street poles as part of this system. Should the network environment temporarily fail, meters should be capable of operating in a stand-alone mode until network environment is restored.

Additionally, all meter products and card processing systems shall be PA-DSS compliant and all service providers shall be certified according to the most current Payment Card Industry (PCI) Data Security Standard (PCI-DSS Level 1 certified). The multi-space pay stations must be conforming to a compatible network platform with the City's designated Bank Merchant, Wells Fargo Merchant Services LLC. The most common are:

- d) Nashville (FDCN)
- e) Cardnet
- f) Vital (TYSY or Visanet)

Contract Term

The term of the proposed contract shall be for a period of two (2) years, commencing July 1, 2015 through June 30, 2017 with three (2) year options to extend this Contract in the City's sole discretion.

Location of Services

The City plans to enter into a contract with a qualified vendor to provide multi-space pay station equipment, installation, and a software management system at designated meter zone areas in the City.

1.0 STANDARDS AND APPLICABLE PUBLICATIONS

1.1 The selected provider's technology shall conform to the following standards:

- 1.1.1 Global System for Mobile Communications (GSM).
- 1.1.2 Supplier must be (PCI DSS) certified.
- 1.1.3 Microsoft SQL Server 2005/2008 is the City's present standard and preferred Relational Database Management System.
- 1.1.4 All applicable local, state, and federal guidelines and laws.

2.0 REQUIREMENTS

The City will upgrade existing multi-space pay stations in approximately 235 locations throughout the City. The multi-space retrofit priority will be deployed at pay stations that experience high demand citywide. It is anticipated the City will convert approximately 235 pay stations during the first (2) two years of this contract as well as purchase some new multi-space pay stations, although the City may elect to purchase more or less, depending upon funding availability and decisions on new meter locations.

The City's intent is for the retrofitted meter mechanisms to be retrofitted into the City's current pay station housings, without any changes to the coin vault, or cash collection operations, and for a wireless system to be connected to the meters to provide information and to manage the operation, maintenance, collections, and reports. The only anticipated changes are to the pay station mechanisms and doors that shall fit into the City's existing pay station housing base. The City's multi-space pay stations are Cale MP104 Compact, purchased from 2005 to 2014.

3.2 PRODUCT AND SERVICES REQUIREMENTS

- 3.2.1 **Technical Requirements**
- 3.2.1.1 **General Multi-space Pay station Requirements**
- 3.2.1.2 Pay Stations shall be capable of accepting payment via coins, tokens, credit card, debit card, smart card. Credit cards shall include Visa, MasterCard payment capabilities at a minimum.
- 3.2.1.3 Operate in Pay and Display, Pay by Space, or Pay by License Plate mode which can easily be converted to alternate modes without changing cabinets and be capable of managing at least twelve automobile parking spaces.
- 3.2.1.4 Pay Stations shall be wirelessly networked via the cellular network and connected to a web-based management system. No wireless communication hardware is to be installed on street/utility/traffic light poles other than the meter itself. No additional customer software other than an Internet browser shall be required to access the management system
- 3.2.1.5 Allow for variable rate structures, progressive rate structure, other flexible rate structures, and the ability for the City to modifications through parameter driven procedures
- 3.2.1.6 Pay station shall provide communication of changing rate structures directly to the multi-space meter from a work station
- 3.2.1.7 Provide real-time credit card processing through the City approved Processor when communications is established and batch credit card processing when communication has been interrupted
- 3.2.1.8 Include standard solar panel for charging and maintain battery power.
- 3.2.1.9 Pay stations must meet current ADA compliant guidelines.
- 3.2.1.10 Provide real-time maintenance status updates.
- 3.2.1.11 The pay station must be "tamper-proof" when secured so that program settings cannot be manipulated by probing or by use of unauthorized equipment.
- 3.2.1.12 *The pay station will perform reliably under the harsh environment of normal on-street conditions as described below:*
- 3.2.1.13 The pay station will be specifically designed to perform reliably in the rain, without any significant degradation in performance, by limiting water intrusion.
 - 3.2.1.13.1 a) The pay station will operate within a temperature range of -20 to 140 degrees Fahrenheit and under varying environmental conditions , including but not limited to windblown grime, rain, fog, smog, air inversions, salt air, sun (including direct sunlight), and vibrations.
 - 3.2.1.13.2 b) Electronic components; including the entire circuit board, will be weather-proofed with a protective coating or equivalent.
 - 3.2.1.13.3 c) Buy America Preference: Multi-space pay stations shall be purchased from company performing final product assembly and providing back end data managements services based in the USA.
- 3.2.2 **Cabinet/Security**
- 3.2.2.1 For superior protection against weather and vandalism, pay stations must feature a stainless steel cabinet and armored glass as standard features.
- 3.2.2.2 Pay station's exterior surface must have a powder coating for easy cleaning and graffiti removal.
- 3.2.2.3 The pay stations must be vandal resistant and have recessed door hinges.
- 3.2.2.4 Pay stations must have separate compartments for maintenance and collections. There shall be no access to the money in the coin compartment when performing maintenance functions.
- 3.2.2.5 The pay station shall have LED lighting above the display to enhance visibility for motorists, technicians, and collections staff.
- 3.2.2.6 The pay station shall feature proximity sensors to awaken the pay station upon a customer's arrival, thereby maximizing power efficiency.

- 3.2.4.9 The display shall have sufficient backlight so the pay station information can be seen at night.
- 3.2.5 **Coin Validation**
- 3.2.5.1 The pay station will accept coins through a jam-resistant coin validator that detects both metallic and nonmetallic jams at key points in the coin path. It is desirable that the coin validator be made of clear plastic or be easily opened to clear jams and foreign objects.
- 3.2.5.2 The coin validator will include an anti-backup provision to prevent the retrieval of deposited coins (e.g., attached to strings, paddles, wires, etc.).
- 3.2.5.3 Pay stations shall be fully electronic with solid state components and straight down, free-fall coin chute. The meter shall be able to recognize and give time for both coins and/or custom tokens. Standard coin recognition shall include, but is not limited to, US denominations of \$0.01, \$0.05, \$0.10, \$0.25 and \$1.00 coins. The validator may also be reprogrammed remotely as new coins/tokens are implemented as part of the payment options provided by the City.
- 3.2.5.4 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. 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.
- 3.2.5.5 If the coin slot is inoperable, unit must still accept credit card payment. There must be a message on the screen indicating that coin payment is not presently available. If coin selector is inoperable, unit must send an alarm to the back-office system to notify personnel of the malfunction.
- 3.2.5.6 Coin validator must be easily removable for service or replacement.
- 3.2.5.7 Coin validator will detect and count the number of unacceptable or invalid coins.
- 3.2.6 **Card Reader/Credit Card Payments**
- 3.2.6.1 The pay station will accept magnetic-stripe credit/debit cards and contact chip "smart" cards.
- 3.2.6.2 Pay station will provide options for reading contactless credit cards (EMV chip embedded cards).
- 3.2.6.3 The pay station's card reader will not retain cards and will always permit users to remove cards without damage, especially during a fault situation or power failure.
- 3.2.6.4 The pay station will clearly display the proper card orientation for insertion by the customer and will be designed to minimize customer confusion to the extent possible.
- 3.2.6.5 If a card is inserted improperly, e.g., upside down or reversed, the card will be easily removed by the customer without the use of any tools.
- 3.2.6.6 Pay station will process card transactions in real-time when communications is established and batch credit card processing when communication has been interrupted.
- 3.2.6.7 a) When real-time authorization is temporarily unavailable or cannot be completed within the configured time, the pay station will have off-line authorization capability that will verify that the card appears valid, is not on a local Blacklist. These transactions will be processed as soon as practical once real-time authorization is restored, but without affecting normal user operation.
- 3.2.6.8 The pay station will support user-defined credit card amount settings, including minimum amount, maximum amount, default amount first displayed, and amount selection increment, and rounding increment. When charging credit card payments for the maximum permitted time, the pay station will round the selection to the next highest selection amount according to the user-defined rounding increment.
- 3.2.6.9 In addition to PCI-DSS and PA-DSS requirements, for additional protection of cardholder security, no credit card information shall be authorized, transferred or stored outside of North America.
- 3.2.7 **Printer**

- 3.2.9.1.4 d) The clock will sync with the time on the Meter Management System a minimum of once per day, but ideally every time it communicates with the Meter Management System.
- 3.2.9.1.5 e) The clock will track the day of week, Monday through Sunday.
- 3.2.9.1.6 f) Time of day and day of week will be visible to maintenance staff on the front display screen.

3.2.10 Communications

- 3.2.10.1 Pay stations must operate on a 3G or 4G network.
- 3.2.10.2 Pay stations will manage spaces with different rates, lengths of stay, and parking restrictions.
- 3.2.10.3 When operation mode is applicable, pay stations will accept payments for any pay station space in the area, provided that the meter has an active wireless connection to the communicate the payment to the Meter Management System.
- 3.2.10.4 Pay stations shall have secure wireless network capabilities enabling it to communicate to a central server and handheld meter maintenance and enforcement tools.
- 3.2.10.5 Pay stations will be fully programmable, including firmware and configuration, wirelessly over the air and through a manual method at the meter.
- 3.2.10.6 Pay stations can wirelessly notify parking operations staff of any faults, such as a card reader or coin validator jam, via a text message, email, or both.

3.2.11

- 3.2.11.1 Pay stations, the associated communications system, and the backend server will all be compliant with the latest available security standards as defined by the Payment Card Industry Data Security Standard (PCI).

- 3.2.11.2 The software and the application shall be compliant with the most current Payment Card Industry (PCI) Data Security Standard.

- 3.2.11.3 The successful proposer must comply with Payment Card Industry Data Security Standards (PCI DSS and PA-DSS); Visa and MasterCard aligned data security requirements to create a global standard for the protection of Cardholder data. The resulting Payment Card Industry Data Security Standards (PCI -DSS) defines the requirements with which all entities that store, process, or transmit payment card data must comply. Detailed information about PCI DSS can be found at the PCI DSS Council's website:
https://www.pcisecuritystandards.org/documents/PCI_DSS_v3.pdf

- 3.2.11.4 The successful proposer must be a certified vendor of the City's merchant card processor. At this time, the City of Berkeley is in contract with Wells Fargo Merchant Services LLC.

- 3.2.11.5 The proposer must be able to demonstrate they meet the above requirements at the time of bid.

- 3.2.11.6 Encryption: All data leaving pay station shall be encrypted. Describe encryption protocol.
- 3.2.11.7 Vendor must be listed on both Visa and MasterCard web sites as being PCI certified.

3.2.12 Management System

- 3.2.12.1 Login and access to the wireless based management system via the Internet.

- 3.2.12.2 The management system shall track audit amounts by pay station ID, route, and any other selected pay station configuration thereof.

- 3.2.12.3 Management system shall provide a full set of reports. These shall include revenues for all transactions, by meter, by route, or by zone, including, but not limited to, financial activity, usage, maintenance, and user trends.

- 3.2.12.4 Real time alarms and status reporting for maintenance via the wireless based management system.

- 3.2.12.5 The management system shall notify service technicians of fault and status issues via text or e-mail.

- 3.2.12.6 System software shall provide a variety of reports. Vendor shall provide a list and examples of reports with the proposal

3.2.13 Collections

- 3.2.13.1 The pay station will deposit coins directly into a secure, locked coin box, holding a

- 3.2.14.7 Meters will support multiple rate schemes, including hourly, progressive, and long-term (jump) rates. It will support up to five rate changes per day. These rates will be configurable via the wireless network.
- 3.2.14.8 Meters will be able to accept pre-payments prior to start of regulated parking (e.g., pay at 6am for a session that begins at 7am) by showing the space as paid through the beginning of regulated parking.
- 3.2.14.9 Meters will be programmable with all applicable parking restrictions affecting payment ability, including peak hour no stopping, street cleaning no parking, passenger and commercial loading zones, and free parking periods. Meters will alert the customer and prevent payment approaching and during any restricted period as applicable, notwithstanding the option to require payment for commercial loading zones.
- 3.2.14.10 Meters will remotely update and change rate schemes.
- 3.2.14.11 Meters will allow for rate scheme updates for special events via the Meter Management System.
- 3.2.14.12 When one or more forms of payment are unavailable, the meters will continue to accept all other forms of payment.
- 3.2.14.13 Meters will display which forms of payment are available and unavailable to the customer.
- 3.2.14.14 All meter maintenance functions and diagnostics will be accessible through a series of maintenance menus.
- 3.2.15 **Pay Stations and Performance Requirements**
- 3.2.15.1 The pay station will be field serviceable for clearing coin jams and foreign objects, requiring no special tools, within three minutes from the time the repair person begins the removal process.
- 3.2.15.2 Coin counts for each coin denomination deposited into the collection container (coin can or cash box) will be no less than 99% accurate per collection.
- 3.2.15.3 The pay station will complete any payment type transaction within 20 seconds from the last user input (e.g. hitting an 'ok' button) to approval and completion.
- 3.2.15.4 The pay station will post time loaded remotely within 30 seconds of completing the transaction no less than 95% of the time.
- 3.2.15.5 Pay station will report its change in status, e.g. outages, to server within 2 -minutes no less than 85% of the time, and within 3 minutes no less than 95% of the time.
- 3.2.16 **Additional Desired Features**
- 3.2.16.1 Pay-by-Cell. Be compatible with pay-by-cell phone payment technology. The City would like the option to include a pay-by-cell phone option potentially in the future. 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, where public policy permits.
- 3.2.16.2 Meter Maintenance Application: with the use of a mobile device application for meter maintenance, staff can easily log faults and repairs in the field from their cellular phone/tablet.

Vendor shall confirm that the proposed equipment and software meet the technical specifications listed in all sections of the Technical Requirements (sections 3.2.1 through 3.1.16).

Vendor must indicate any and all technical specifications that the proposed equipment and software do not meet as listed in all sections of 2.1 through 3.1.16 .

As part of their Proposal, the Contractor shall submit a flowchart diagram depicting the credit card processing subsystem architecture and the process for credit card transaction approvals.

3.4.1.1. The vendor shall be responsible for providing all equipment and software necessary for maintaining all data files. Data files are expressly the property of the City of Berkeley. Additionally, data files shall be readily transferable to new systems that the City may choose to use at some point in the future. Microsoft SQL Server 2005/2008 is the City's present standard and preferred Relational Data Base Management System.

3.4.2 DISASTER RECOVERY PLAN AND SYSTEM RECOVERY

3.4.2.1 Disaster Recovery/Backup Plan. It will be the responsibility of the vendor to take every precaution to ensure that all systems, files, data, equipment, communications, and facilities are reliable. In the event that a natural disaster or some other unanticipated event (rolling black outs do not constitute an unanticipated event) does disrupt the system, the vendor must have a detailed, City-approved recovery plan in place, tested, and ready to be implemented for all key facilities so that services are restored quickly and in accordance with City performance standards. The vendor shall thoroughly explain its disaster recovery and back-up plan, which at a minimum should address the following:

3.4.2.1.1 procedures for back-up of all software and computer programs, files, computerized procedures, etc.; and

3.4.2.1.2 off-site duplication of all software and computer programs, files, computerized procedures, etc.; and

3.4.2.1.3 repair procedures for all hardware, communications, and other equipment in order to minimize the time required to restore service; and

3.4.2.1.4 alternate processing arrangements to meet business resumption requirements; and

3.4.2.1.5 proposed annual and comprehensive testing of emergency procedures; and

3.4.2.1.6 alternate processing arrangements in the event of a lack of access to the vendor's main processing site.

3.4.2.2 If the management system goes down for any reason, the system must not allow credit cards or smart cards to be used at meters nor shall credit card/smart card numbers be stored in the meter mechanism. The meter shall default to accepting coins only and shall notify customers that only coins are accepted.

3.5 LIQUIDATED DAMAGES

The vendor and the City shall agree that the timely delivery and the substantial operation of the pay stations are of particular significance to the City and recognize that the retrofit features and software functionality are particular reasons for the selection of the vendor by the City. For those reasons, the parties shall agree that the City would suffer revenue loss if the vendor was not able to deliver the meters to the City as scheduled in this Contract or if the meters and the software did not operate at a certain level of functionality. For these reasons the City and vendor shall agree that in the event these requirements are not met, due to the fault of the vendor, that the vendor shall be liable to the City, in

3.5.4 Termination Option for Chronic Problems: If, in any single calendar month, three (3) or more events occur for which liquidated damages are applicable, then the City may terminate this Contract for cause and without penalty, by notifying vendor within five (5) days following the end of such calendar month.

3.5.5 Liquidated Damages Credit: To receive credits described in this section, the City will notify the vendor in writing. The credit will be applied to current or future invoices.

3.6 SOURCE CODE ESCROW

Additional Requirements:

Source Code Escrow: The City typically requires providers of enterprise systems to enter into a source code escrow agreement upon contract signing. The City uses Wells Fargo Bank as an agent but will consider other arrangements.

3.7 AUDITS, RECORDS TO BE MAINTAINED, ACCESS TO RECORDS

3.7.1 The selected vendor shall maintain account books, records, documents and other evidence directly pertinent to performance and billing of the work under this Contract, in accordance with generally accepted accounting practices. The vendor shall also maintain the financial information and data used by the vendor in the preparation or support of cost estimates to the City. The City, or its duly authorized representative, shall have access to such account books, records, documents, and other evidence, for the purpose of inspection, audit, and copying. The vendor shall provide proper facilities for such access. The vendor shall not charge the City for time spent assisting the City in reviewing said documents.

3.7.2 Audits conducted pursuant to this provision shall be in accordance with generally accepted auditing standards. The vendor agrees to provide full access to the City all information, reports, and records pursuant to this section. Where the audit concerns the vendor, the City's representative shall afford the vendor an opportunity for an audit exit conference and an opportunity to comment on the pertinent portions of the draft audit report. The final audit report shall include the written comments, if any, of the vendor.

3.7.3 The selected vendor shall maintain copies of the complete records of the execution of the Contract, including, but not limited to documents, as necessary to assist in the defense of any legal action claiming liability or neglect of duty which may involve the City. The City shall also have access to these records. These records shall be maintained for a period of not less than three years after the earliest date which the applicable statutes may establish for the release of potential liability for the services rendered or performed under this Contract.

3.7.4 Accounting records as above shall be maintained and made available during performance of the work under this Contract for three years from date this Contract ends. In addition, those records which relate to any appeal, contract, litigation, or the settlement of claims arising out of such performance or cost, or items to which an audit exception has been taken, shall be maintained and made available until three years after the date of resolution of such appeals, litigation, claims, or exception.

regular business hours.

3.8.2 Components

3.8.2.1 The vendor shall state the warranty for all other components, including: pay station mechanisms (item 1), printers (item), coin validators (items), access cards (items 5-7) replacement parts (items 8-17)

3.8.2.2 On **Attachment I** Items #7-11, indicate the item, part number and the warranty for that item component as applicable. Itemize each item component on a separate line of Attachment I.

3.8.3 Management System

3.8.3.1 The warranty shall include debugging, system updates, and correcting any problems that may occur with the web-based meter management system.

3.8.3.2 The vendor shall correct major software problems immediately on a priority basis. Major software problems are defined as those causing erroneous financial transactions, revenue loss, reporting errors, loss of payment functionality, system instability, or database corruption.

3.8.3.3 After the initial Contract term, the City may negotiate a service contract for the pay station's parking management system, a wireless data management data service plan for as long as the system is in use. Future service and data management contracts shall be subject to approved appropriations and City Council approval.

3.8.3.4 The vendor shall support upgrades to their application based on operating system patch and upgrade requirements (For example, if the runs on a Microsoft operating system, the software shall be able to be patched according to the Microsoft patch and upgrade schedule without breaking any application. If Microsoft decommissions an operating system, this Contractor must be capable of releasing code compatible with next operating system upgrade prior to Microsoft ending support for current operating system at no cost to the City).

3.8.3.5 The vendor shall commit to provide corrective patches and upgrades in the event security vulnerability or system availability issues are discovered within 30 days of discovery.

3.9 EXTENDED WARRANTY SOFTWARE SUPPORT SERVICES – YEARS 3 THROUGH 8

3.9.1 The vendor shall propose a scope of work to provide post-warranty Software Support Services similar to the services provided during the warranty period, and as described in Section 3.83, above. Services to be described in the scope of work include, but are not limited to:

3.9.1.1. On-Site Software Support for both equipment/system and all 3rd party software applications

3.9.1.2. Remote Software Support for both equipment/system and all 3rd party

3.10.1.5 The Vendor shall provide guaranteed component pricing for five (5) years inclusive of a maximum percentage increase not to exceed the published CPI index for all components following Contract Award. These prices shall be valid prices for the City to purchase the spare parts through a service agreement between the City and the Vendor.

3.10.1.6 The City reserves the right to order additional parts and manage the equipment spare parts inventory as required to maintain the system.

3.10.1.7 All equipment and parts shall be newly manufactured within the past 6 months and never installed in any other operational system other than for factory test purposes for this contract.

3.10.1.8 When delivered to the City, an itemized list of manufacturer's part numbers, model numbers, pricing, supplier's address, supplier's telephone numbers, and any single source components shall be identified by the Vendor.

3.10.1.9 Preventive Maintenance and Emergency Support Agreement

3.10.1.10 Proposed scope of work shall be subject to modification and ultimate approval of the City.

3.10.1.11 The Vendor shall propose an annual cost to perform the preventive maintenance services contained within the scope of work as well as an hourly rate for various types of technical response during emergency support or response situations for the year following the warranty period as well as the subsequent three years (YEARS 2 THROUGH 10). These costs shall be clearly indicated in the Proposal as Additive/Alternate Proposal Items, and shall not be included in the Total Proposed Base Price. These prices shall be valid prices for the City to purchase the Maintenance Services through a service agreement between the City and the vendor. For emergency support services, the vendor shall provide Hourly Service Rates, by type, as defined below:

- i. Regular Business Hours – 7:00 AM through 7:00 PM, 5 days a week
- ii. Outside of Business Hours – 7:00 PM through 7:00 AM, 5 days a week

3.10.1.12 The City will not pay overtime charges.

4.0 ACCEPTANCE AND FUNCTIONALITY

4.1 ACCEPTANCE

4.1.1 Acceptance of the retro-fit pay station mechanisms and new pay stations shall occur after the vendor has successfully completed installation of the retro-fit mechanisms into the City's pay station housing in designated parking locations and the mechanisms are properly integrated and communicating with the Multi-Space Parking Meter System. Retro-fitted pay station mechanisms must meet the definition of a 'functional pay station'.

4.1.1.1 Functional Pay Station

A functional pay station is a multi-meter mechanism and related components

All proposals shall include the following information, organized as separate sections of the proposal. The proposal should be concise and to the point. All Respondents should structure their proposals in the following manner:

1. Cover Letter:

A one page cover letter should contain the name of the firm, the firm's principal place of business, the name, email address, telephone and fax number of the primary contact person, the company tax identification number. The location of primary office providing services should be identified.

2. Company History and Client Satisfaction:

Each proposal shall include an overview of the history of the company and a comprehensive list of current clients preferably other California Cities. Specific reference information for three (3) clients relevant to the proposed work should be included (must have had the proposed system installed with 25 or more retrofitted pay stations for at least 12 months. One (1) of the references shall be of a difficult implementation. Provide the designated person's name, title, organization, address, telephone number, and a description of the work performed for that client. *Please include the daily work performed and the correlation of employees performing work relative to the employees that would be providing the services under this RFP response.*

3. Functional Qualifications

Proposers should provide a detailed response to each of the desired Product and Services requirements in Section 3.2. Responses should indicate if proposed offering is in compliance with the requirements (response by subsections is allowed if applicable) and describe any part of the offering not in compliance and the extent of the noncompliance. Proposers should provide additional information as necessary to fully explain their offering and technical and service requirements. Proposals should follow the organization of the functional requirements in the Request for Proposals. Proposers should also outline their strategy for product innovation and developing future product and service offerings.

4. Support Strategy

Each proposal shall include an explanation of the maintenance and support offered after the product is implemented and the respondent's overall support strategy for the on-going maintenance and operation of the proposed system (*see sections 3.8 and 3.9*). Respondents shall describe how they will respond to operational issues including expected response times and identifying support resources and their location. Proposals shall describe on-site support to be provided by the City as well as recommended inventories of spare parts on-site. Each proposal should also describe the availability of support resources and problem escalation procedures.

5. Implementation Plan

Each proposal shall include detailed information on the proposed transition and implementation plan. The implementation plan should describe in detail the steps that will be taken to mitigate disruptions to the parking system during the implementation and how the implementation will be staged to accommodate ongoing business operations. The proposal should describe any specific responsibilities of the City during the implementation. An implementation timeframe should also be included. A detailed description of the training program included in the proposed offering should describe the

A selection panel will be convened of staff qualified persons as determined by the Public Works Department. The panel will review and score all Proposals. The following criteria will be considered, although not exclusively, in determining which firm is hired. Criteria to be used in the selection of the best proposal for the City of Berkeley are listed below. The City of Berkeley shall be the sole judge as to which proposal best meets its needs. The city of Berkeley reserves the right to contract for any desired service or equipment whether in whole or in part.

CRITERIA	MAXIMUM POINTS
1. Quality of Proposal	40
2. References	20
3. Costs	40
TOTAL	100

1. **Quality of Proposal** – The City is seeking the most responsive and responsible proposal, including qualification and resource factors. The City’s definition of **responsive** is a bid which conforms, in all material respects, to the requirements set forth in a bid proposal. The City’s definition of **responsible** is a proposer who has the capability, facilities, equipment, and personnel needed to fully perform this Contract requirements, and the experience, integrity, and reliability. Evaluation for Quality of Proposals will include:
 - a. Responsiveness to technical requirements, strategy for enhancing the offering in the future, and demonstrated capability of desired features, performance, user friendliness and overall system capabilities.
 - b. Quality of the transition & implementation plan to retro-fit pay stations and the mitigation of disruptions to the parking system. The evaluation will also consider the quality of the proposed training program.
 - c. Maintenance and support plan including responsiveness, available resources, on-site availability and available technical support.

The past performance of proposers and delivery time will be considered in the evaluation of bids.

2. **References** – The references should be able to provide performance related information about the Proposer’s Operations Team and be knowledgeable about the project the Proposer performed for their organization.
3. **Costs**- The City does desire to keep costs to a minimum. Proposals will be evaluated based upon the total cost of ownership including purchase costs, implementation costs and on-going operating costs. The lowest bid receives 40 points, other bid score rankings are based on percentage of lowest bid.

\$3,000 bids for supplies or bids or proposals for services shall include a completed Workforce Composition Form. Businesses with fewer than five employees are exempt from submitting this form. (See B.M.C. 13.26.030)

Under B.M.C. section 13.26.060, the City may require any bidder or vendor it believes may have discriminated to submit a Non-Discrimination Program. The Contract Compliance Officer will make this determination. This applies to all contracts and all consultants (contractors). Berkeley Municipal Code section 13.26.070 requires that all contracts with the City contain a non-discrimination clause, in which the contractor agrees not to discriminate and allows the City access to records necessary to monitor compliance. This section also applies to all contracts and all consultants. **Bidders must submit the attached Non-Discrimination Disclosure Form with their proposal**

B. Nuclear Free Berkeley Disclosure Form:

Berkeley Municipal Code section 12.90.070 prohibits the City from granting contracts to companies that knowingly engage in work for nuclear weapons. This contracting prohibition may be waived if the City Council determines that no reasonable alternative exists to doing business with a company that engages in nuclear weapons work. If your company engages in work for nuclear weapons, explain on the Disclosure Form the nature of such work. **Bidders must submit the attached Nuclear Free Disclosure Form with their proposal.**

C. Oppressive States:

The City of Berkeley prohibits granting of contracts to firms that knowingly provide personal services to specified Countries. This contracting prohibition may be waived if the City Council determines that no reasonable alternative exists to doing business with a company that is covered by City Council Resolution No. 59,853-N.S. If your company or any subsidiary is covered, explain on the Disclosure Form the nature of such work. **Bidders must submit the attached Oppressive States Disclosure Form with their proposal.**

D. Conflict of Interest:

In the sole judgment of the City, any and all proposals are subject to disqualification on the basis of a conflict of interest. The City may not contract with a vendor if the vendor or an employee, officer or director of the proposer's firm, or any immediate family member of the preceding, has served as an elected official, employee, board or commission member of the City who influences the making of the contract or has a direct or indirect interest in the contract.

Furthermore, the City may not contract with any vendor whose income, investment, or real property interest may be affected by the contract. The City, at its sole option, may disqualify any proposal on the basis of such a conflict of interest. **Please identify any person associated with the firm that has a potential conflict of interest.**

E. Berkeley Living Wage Ordinance:

Chapter 13.27 of the Berkeley Municipal Code requires that contractors offer all eligible employees with City mandated minimum compensation during the term of any contract that may be awarded by the City. If the Contractor is not currently subject to the Living Wage Ordinance, cumulative contracts with the City within a one-year period may subject Contractor to the requirements under B.M.C. Chapter 13.27.

under-insured individual or business to perform the work (usually when the risk of liability is low). An insurance waiver may be granted only by the Risk Manager in writing with the approval of the City Manager. If a potential bidder expresses an inability to meet the insurance requirement, he or she should be encouraged to contact the Project Manager & Risk Manager for assistance in obtaining insurance.)

B. Worker's Compensation Insurance:

A selected contractor who employs any person shall maintain workers' compensation insurance in accordance with state requirements. Sole proprietors with no employees are not required to carry Worker's Compensation Insurance.

C. Business License

Virtually every contractor that does business with the City must obtain a City business license as mandated by B.M.C. Ch. 9.04. The business license requirement applies whether or not the contractor has an office within the City limits. However, a "casual" or "isolated" business transaction (B.M.C. section 9.04.010) does not subject the contractor to the license tax. Warehousing businesses and charitable organizations are the only entities specifically exempted in the code from the license requirement (see B.M.C. sections, 9.04.295 and 9.04.300). Non-profit organizations are granted partial exemptions (see B.M.C. section 9.04.305). Persons who, by reason of physical infirmity, unavoidable misfortune, or unavoidable poverty, may be granted an exemption of one annual free license at the discretion of the Director of Finance. (see B.M.C. sections 9.04.290).

Vendor must apply for a City business license and show proof of application to Purchasing Manager within seven days of being selected as intended contractor.

The Customer Service Division of the Finance Department located at 1947 Center Street, Berkeley, CA 94704, issues business licenses. Contractors should contact this division for questions and/or information on obtaining a City business license, in person, or by calling 510-981-7200.

D. Recycled Paper

All reports to the City shall be on recycled paper that contains at least 50% recycled product when such paper is available at a cost of not greater than ten percent more than the cost of virgin paper, and when such paper is available at the time it is required. If recycled paper is not available the Contractor shall use white paper. Written reports or studies shall be *printed on both sides of the page* whenever practical.

Thank you for your interest in working with the City of Berkeley for this service. We look forward to receiving your proposal.

Attachments:

- | | |
|---|--------------|
| • Check List of Required items for Submittal | Attachment A |
| • Non-Discrimination/Workforce Composition Form | Attachment B |
| • Nuclear Free Disclosure Form | Attachment C |
| • Oppressive States Form | Attachment D |
| • Living Wage Form | Attachment E |

**Attachment I
Multi-Space Parking Meter & Upgrades
Cost Proposal Form**

ITEM NO.	EST. QTY.	UNIT	ITEM	UNIT PRICE	PART NO.	TOTAL BID
HARDWARE						
1	230		Multi-Space Pay Station Retro-fit Mechanism with Credit card Capability*	\$		\$
2	10-30		Multi-space Pay station**	\$		\$
SUPPLIES						
3	Up to 50		Diagnostic Cards	\$		\$
4	Up to 50		Coin Collection Cards	\$		\$
5	Up to 50		Meter Maintenance Cards	\$		\$
6			Receipt Rolls	\$		\$
Vendor Recommended List - Add suggested items as appropriate - fill in below						
SPARE PARTS						
7			Card Reader	\$		\$
8			Function Buttons	\$		\$
9			Coin Verifier	\$		\$
10			Printer	\$		\$
11			Keypad	\$		\$
a)				\$		\$
b)				\$		\$
c)				\$		\$
d)				\$		\$
TRAINING						
12			Technical Training	\$		\$
13			Financial/ Administrative Training	\$		\$
SERVICE FEES						
14			Charge per active unit per month for Secure Wireless Communication Management System	\$		\$
15			License Fee	\$		\$
16			Credit Card Transaction Fee	\$		\$
17			Year 1 and 2 Warranty Fee			
OPTIONAL SERVICE FEES						
18			Extended Warranty Fees for Meters			

*item.1: includes complete pay station retro-fit kit, door, and locks, shipping, installation costs

**item24: includes complete new pay station, shipping, installation costs Does not include any permitting requirements to be charged-back to the City at cost if required.

APPENDIX N
IPS GROUP Response to Specification No. 15-10917-C

(next 67 pages)

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Visual Analytics61

March 27, 2015

City of Berkeley
Finance Department/General Services Division
2180 Milvia Street, 3rd Floor
Berkeley, CA 94704

Re: RFP Spec. No. 15-10917-C for Multi-Space Meter Upgrades

Dear Ms. Perry:

Thank you for the opportunity to submit this response to the City of Berkeley's RFP Spec. No. 15-10917-C for Multi-Space Meter Upgrades. Our enclosed submission includes required forms, certifications, and detailed technical responses and pricing for our recommended solution.

IPS Group, Inc. is best known as the inventor of the world's first credit card enabled single space meter, which the City of Berkeley successfully deployed in 2012. Since then, IPS has continued to demonstrate this forward-thinking approach with the introduction of the company's latest on-street parking products, the MS1 Pay Station and the Revolution Retrofit Kits. These meters were designed specifically for the US market and are manufactured at our San Diego-based corporate headquarters which allows us to provide the level of support the City desires. IPS Pay Stations incorporate the hallmarks of the IPS single-space platform – enhanced payment options, intuitive backend system, and unparalleled power efficiency – while offering additional features such as IntelliTouch™, 3G wireless technology, armored glass and stainless steel cabinet as standard features. Similar to our single-space meters which easily retrofit existing housings, the Revolution Retrofit Kits offer the ability to modernize existing infrastructure in just minutes, right in the field. IPS is the only vendor that is offering the City a fully integrated back-end system which the City's existing single-space meters, the new retrofitted meters and new IPS pay stations will communicate to, wirelessly and in real time.

Project Approach

Our solution of new pay stations and retrofit kits provides Berkeley with the best possible solution for upgrading the entire park at a fraction of the cost of other potential products. The MS1, with its sleek design and robust cabinet made of stainless steel and armored glass, is ideally suited for the City of Berkeley. The City's diverse population of motorists, including locals and visitors, will benefit from the IntelliTouch™ technology, which enables the user to complete the parking transaction in any sequence. The intuitive nature of the machine is further enhanced by a large, graphical display which is capable of supporting graphics and text in any language.

IPS Revolution Retrofit Kits were designed with the service technician in mind and will alleviate the installation and maintenance burden on the City's personnel resources. With the retrofit kits, IPS has replaced all the electrical wiring harnesses and traditional complexities inside the cabinet box with ultra-reliable electronic components housed on a single PCBA (printed circuit board). This simplified design translates into lower maintenance costs for the City, decreases the inventory of spares required and provides the exact same capabilities of the MS1 Pay Station at a fraction of the cost of a new pay station. Both the MS1 Pay Station and Revolution Retrofit Kits print receipts, utilize solar power, provide two-way communications via 3G wireless network, and communicate wirelessly to the IPS Data Management System (DMS), a web-based portal from which the City can remotely configure the entire meter fleet, including its existing single-space assets.

We believe our proven track record, regional level of support, and truly integrated backend system makes IPS uniquely positioned to meet the needs of the City. We look forward to continuing our partnership with the City of Berkeley in the coming weeks and months.

Respectfully,

Chad Randall

Chief Operating Officer | IPS Group, Inc. | Federal ID #: 23-3028164 | 5601 Oberlin Drive, San Diego, CA 92121
T: 858.404.0603 | F: 858.408.3352 | chad.randall@ipsgroupinc.com

Chapter 1 | Company History & Client Satisfaction

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 Berkeley to contact our references who can attest to the level of service IPS provides.

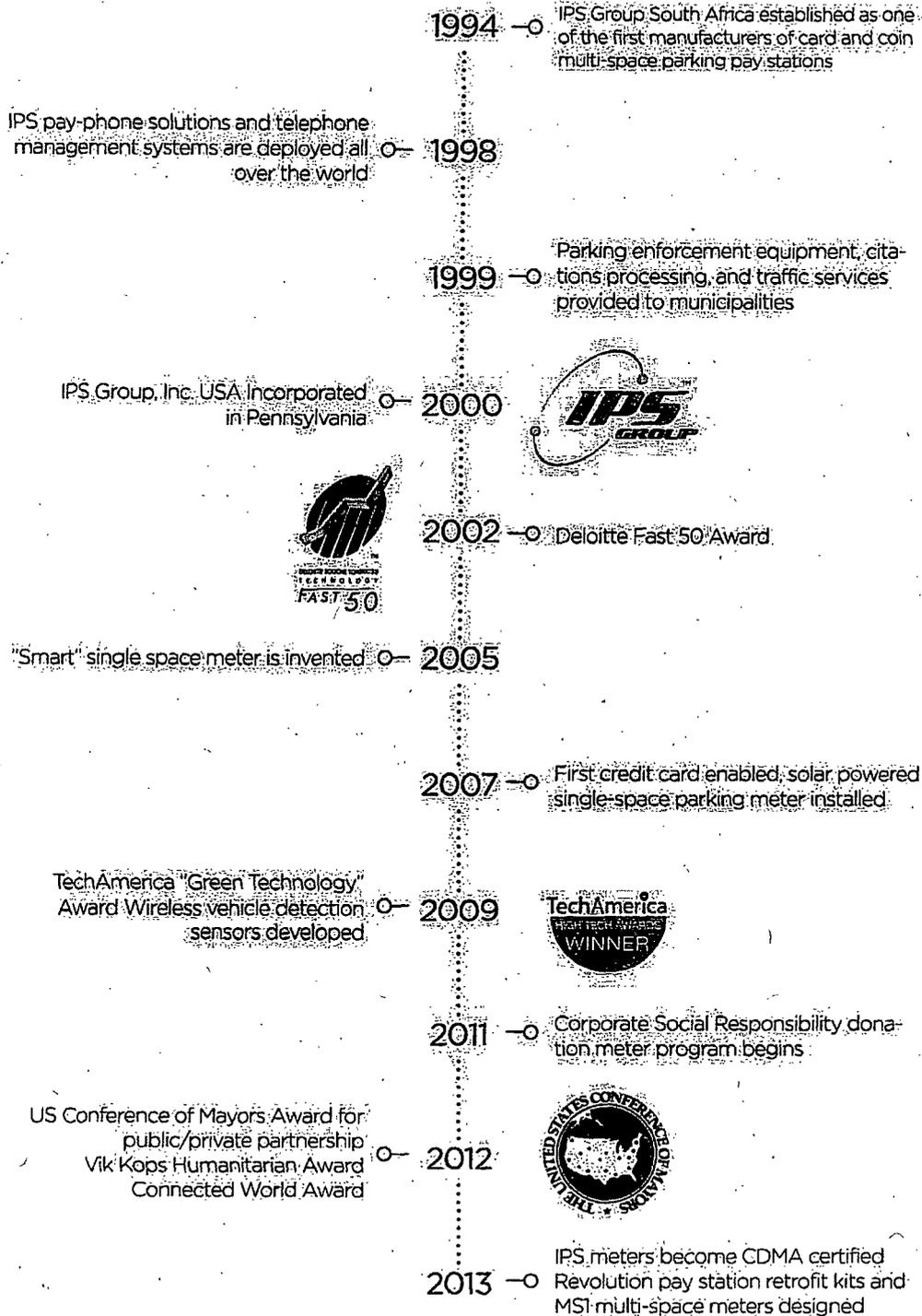
Awards

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



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 and In-Ground Vehicle Detection Sensors.
Quantity of Meters/Sensors Installed: 33,000 in total (5,600 in Express Park™), 500 In-Ground Vehicle Detection Sensors.
Project Dates: Project implementation 2010-2012
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 Reference #2

DENVER
THE MILE-HIGH CITY

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, and Pay-station upgrade kits
Quantity of Meters Installed: 6,000 meters, 500 sensors and 2 pay-station upgrade kits
Project Dates: Project implementation 2010-2011, pay-stations 2014
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 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: 25,000 meters
Project Dates: Project implementation 2014-2015, IPS was originally the single-space provided for SFPark in 2009.
Primary Contact: Steven Lee, Manager, Financial Services/Contracts
Email: steven.lee@sfmta.com Tel: (415) 701-4592
Address: One South Van Ness Avenue, 8th Fl, San Francisco, CA 94103

Project Reference #4

Jurisdiction/Customer: Seattle Department of Transportation
Population: 634,545
Make and Model: MS1 Pay Stations and IPS Upgrade Kits
Project Dates: Award July 2014, implementation starting March 2015-2016
Quantity of Meters Installed: 1,350 new MS1 pay stations, and upgrade 850 existing pay stations
Primary Contact: Margo Polley, Strategic Advisor SDOT
Email: margo.polley@seattle.gov Tel. (206) 684-8329

Project Reference #5

Jurisdiction/Customer: City of Huntington Beach, CA
Population: 194,708
Make and Model: IPS Single Space Parking Meters Model 132, and IPS Upgrade Kits for Luke 1 and Ventek pay-station units
Quantity of Meters Installed: 500 single-space meters and 25 pay-station upgrade kits, and more pay-stations currently order
Project Dates: Original contract award in 2008, pay-station implementation 2014, and ongoing new orders
Primary Contact: Dennis Thompson, Parking Meter Supervisor
Email: dthompson@surfcity-hb.org Tel: (714) 337-1918
Address: 2000 Main Street, Huntington Beach, CA 92648

Project Reference #6



Jurisdiction/Customer: City of Albuquerque, NM
Population: 556,495
Make and Model: IPS Single Space Parking Meters Model 795 and MS1 pay-stations
Quantity of Meters Installed: 450 single space meters and 4 MS1 pay-stations. 300 single-space on order.
Project Dates: Original project implementation 2014
Primary Contact: Mark Shepherd, Security & Parking Division Mgr.
Email: mshepherd@cabq.gov Tel: (505) 924-3944
Address: 600 2nd Street NW Suite 510, Albuquerque, NM. 87102

Project Reference #7



Jurisdiction/Customer: City of Colorado Springs, CO
Population: 439,886
Make and Model: IPS Single Space Parking Meter – Model 795
Quantity of Meters Installed: 900 single-space meters, 900 more currently on order
Project Dates: Original project implementation 2013
Primary Contact: Greg Warnke, Parking Director
Email: GWarnke@springsgov.com , Tel: (719) 385- 5682
Address: 30 S Nevada Ave Ste 201, Colorado Springs, CO 80903

Project Reference #8



Jurisdiction/Customer: City of Santa Fe, NM
Population: 69,976
Make and Model: IPS Single Space Parking Meter – Models 795
Quantity of Meters Installed: 200 single-space meters
Project Dates: Project implementation 2014
Primary Contact: PJ Griego, Enterprise Fund Accountant
Email: pjgriego@ci.santa-fe.nm.us , Tel: (505) 955-6857
Address: PO Box 909, Santa Fe, NM 87505-0909

Project Reference #9



Jurisdiction/Customer: City of Sacramento, CA
Population: 479,686
Make and Model: IPS Single Space Parking Meter – Models 147/ 795 and Stelio pay-station retrofits.
Quantity of Meters Installed: 3,600 meters and 11 pay-station upgrades, more MS1 and pay-station upgrades planned for 2015
Project Dates: Project implementation 2014-2015
Primary Contact: Mike King, Parking Technology & Infrastructure Manager
Email: MKing@cityofsacramento.org , Tel: (916) 808-1172
Address: 300 Richards Boulevard, Suite 213, Sacramento, CA 95811

Detailed References**Project Reference #1**

Jurisdiction/Customer: Seattle Department of Transportation

Population: 634,545

Make and Model: MS1 Pay Stations and IPS Upgrade Kits

Project Dates: Contract award in July 2014

Quantity of Meters Installed: 1,350 new MS1 pay stations, and upgrade 850 existing pay stations

Primary Contact: Margo Polley

Email: margo.polley@seattle.gov **Tel.** (206) 684-8329

Project Description:

The City of Seattle has over 2,000 pay stations and is regarded as a pioneer in demand based pricing in the US. When the Seattle Department of Transportation (SDOT) decided to upgrade their entire park from a mixture of Parkeon Stelios and Stradas, the SDOT conducted exhaustive research on current products and technologies, developed a comprehensive Request for Proposals and solicited bids from qualified vendors. IPS emerged as the clear winner in the total solution, hardware, back office and financing. In addition to grading the bid, the SDOT also conducted a two month field trial amongst the four finalists of the qualification stage. During the first month of the pilot, Seattle set rainfall records. Once again, IPS prevailed in the field test and was ultimately chosen to provide 1,350 new MS1 multi-space pay stations and 850 IPS upgrade kits over the next three years.

Relevant Team Members: Our proposed team members for the City of Berkeley Dave, Alex, Chad, Dario, Martin, Steve and Paul are also involved with the SDOT project.

Project Reference #2

Jurisdiction/Customer: City of Huntington Beach, CA

Population: 194,708

Make and Model: IPS Single Space Parking Meters, and IPS Upgrade Kits

Quantity of Meters Installed: 500 single-space meters and 3 upgrade kits

Project Dates: Contract award in 2008

Primary Contact: Dennis Thompson, Parking Meter Supervisor

Email: dthompson@surfcity-hb.org **Tel:** (714) 337-1918

Address: 2000 Main Street, Huntington Beach, CA 92648

Project Description:

IPS is the provider of the City's 500 single-space credit card accepting meters which govern the City's on-street parking spaces. The City uses multi-space pay stations in its Pier Plaza beach lots and Sports Complex Lots. However the meters were plagued with maintenance issues and slow processing times. The City looked to IPS upgrade kits to modernize its existing infrastructure with new technology. Both the single space meters and pay stations communicate to the IPS Data Management System.



Relevant Team Members: Our proposed team members for the City of Berkeley Dave, Alex, Chad, Dario, Mike, Martin, Steve and Paul are also involved with the City of Huntington Beach project.

Project Reference #3**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 and 2 IPS Upgrade Kits**Quantity of Meters Installed:** 6,000 meters and 500 sensors; 2 retrofit kits**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:**

The City of Denver's move to accept credit card as a paid parking option is a cautionary tale for multi-space. To date, Denver has 6,000 single-space, credit card enabled meters. Initially, and prior to 2008 when the IPS meter was not yet on the market, the City of Denver began purchasing Parkeon multi-space meters. After customer and merchant backlash to the Parkeon pay stations, primarily in the Cherry Creek shopping district, the City began a trial of IPS meters. With great success in just a few months' time, the city decided to remove several Parkeon pay stations and replace them with the IPS single space meter. The remaining two pay stations have been retrofitted with IPS Revolution Pay Station Retrofit Kits. The City has since enjoyed great public support through the end users and merchants.

Relevant Team Members: Our proposed team members for the City of Berkeley Dave, Alex, Chad, Dario, Mike, Martin, Steve and Paul are also involved with the City of Denver project.

City of Berkeley Project Team

IPS Group, Inc. is based on the West Coast in San Diego and employs 80 local residents in our manufacturing, shipping, customer support, research and development, sales and marketing teams. Furthermore, all credit card processing and data hosting occurs in the US, and our Bay Area support team and close proximity to the City of Berkeley ensures the highest level of customer service that only a regional vendor can provide.

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. In 1994, King started IPS Group Pty and in 2001 DeLoitte and Touche named IPS as the fastest growing technology company in South Africa. In 2002, King relocated to the US to oversee the creation and commercial success of IPS Group, Inc., USA.

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. Prior to taking on the role of COO at IPS Group, Randall was responsible for a global product line

of \$100M+ for a Fortune 250 Corporation. Randall holds a Bachelor of Science in Mechanical Engineering from Rose-Human 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). As a telecommunications developer, he has worked extensively with all of the major cellular network providers, including *Verizon* and formerly *Cingular Wireless*. In 2002, Schwarz relocated to the US with David King to establish the technology platform for future IPS product development activities. Schwarz was awarded a Bachelor of Science in Electrical Engineering from the University of Witwatersrand, South Africa.

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 Bachelor's of Science in Accounting and Economics from Bryant University and is a Certified Public Accountant in the state of Connecticut.

Mike Chiodo, Director of Regional Sales

Role: City of Berkeley Primary Sales Contact



Mike comes to IPS with a proven track record of sales success. Prior to joining IPS Mike served as the National Accounts Manager for Jensen Distribution. Jensen is the leading distributor and importer of consumer product goods in the western region. Jensen sold thousands of consumer products with a strong emphasis on electronics, power equipment and construction goods. Mike managed the national accounts, the service teams and business development. Prior to Jensen, Mike served as the Key Accounts Director at Commerce Corporation overseeing all aspects of the Key Accounts Team. Additionally, Mike has a manufacturing background after spending several years with JB Plastics Inc. as the head of project management.

Enes Ceric, Project Manager

Role: City of Berkeley Project Manager



Most recently Ceric served as the technical lead for Serco for SFMTA and Port of San Francisco. In this role Ceric served as the liaison between external vendors and SFMTA throughout the installation process for the SFpark project. He is certified by all current parking meter vendors. Ceric also provided customer support during the installation of the new IPS M5 meters in Berkeley, as well as the deployment of IPS sensors in Walnut Creek. He is currently working with the City of San Jose on a pilot program involving 62 meters and 20 sensors. In addition to his expertise in project management, Ceric has experience in logistics and product support, having previously served as the Product Support Technician for the San Francisco Department of Parking and Traffic.

Steve Smeenge, Customer Support Manager

Role: City of Berkeley Customer Support & Project Implementation Manager



Steve Smeenge joined IPS Group in July 2010 and comes to IPS with a strong background in sales and marketing. Smeenge has over 17 years of experience providing technology solutions to local government and businesses. As the Program Manager for IPS Group, Smeenge offers customers the best in installation and ongoing support with both hardware and software. Steve has worked with over 40 cities in similar size and scope to the City of Seattle and will bring valuable experience to the project. Steve holds a Bachelor of Science degree from Central Michigan University.

Paul Thomson, IPS Technical Support and Operations Manager

Role: City of Berkeley 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, including telecommunications, biometric security and video-based fleet vehicle telematics.

Martin Plaisance, IPS Help Desk

Role: City of Berkeley Technical 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 Plaisance began 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 and prior to working with IPS, was a lead Field support Engineer for one of the largest medical supply companies in the world. Plaisance 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.

Chapter 2 | Functional Qualifications

3.2.1.1 General Multi-space Pay station Requirements

3.2.1.2 Pay Stations shall be capable of accepting payment via coins, tokens, credit card, debit card, smart card. Credit cards shall include Visa, MasterCard payment capabilities at a minimum.

IPS complies. IPS pay stations are capable of accepting coins, token, credit/debit cards, smart cards and pay-by-phone payments. All major credit cards are accepted.

3.2.1.3 Operate in Pay and Display, Pay by Space, or Pay by License Plate mode which can easily be converted to alternate modes without changing cabinets and be capable of managing at least twelve automobile parking spaces.

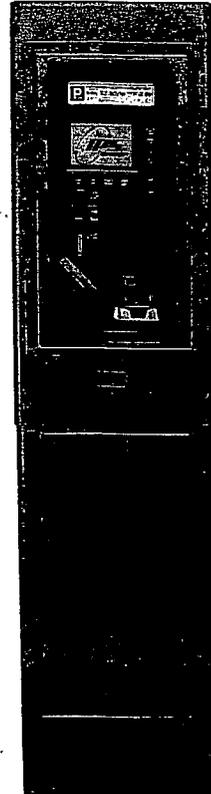
IPS complies. The standard model of the retrofit is pay-and-display mode. However, the machine can operate in pay-by-space or pay-by-plate mode with a simple keypad swap and software configuration. No modification to the cabinet is required.

3.2.1.4 Pay Stations shall be wirelessly networked via the cellular network and connected to a web-based management system. No wireless communications hardware is to be installed on street/utility/traffic light poles other than the meter itself. No additional customer software other than an Internet browser shall be required to access the management system.

IPS complies. IPS is the only vendor offering the City of Berkeley a truly integrated back-end system from which the City can effectively manage both its existing single-space parking meters and retrofitted multi-space parking meters. All IPS meters are wirelessly networked to one, synonymous Data Management System which is accessible on any web-enabled device.

3.2.1.5 Allow for variable rate structures, progressive rate structure, other flexible rate structures, and the ability for the City to modifications through parameter driven procedures

IPS complies. IPS meters can support variable and progressive rate structures as demonstrated in the SFpark project. 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 and to implement a dynamic rate structure accordingly. The IPS meters support this complex rate structure through two types of configurations which are stored in meter memory, including the current active configuration and one additional future configuration. Each configuration (both current and future) has the ability to provide 7 days Monday-Sunday of rates, with up to 15 rates per day.



<p>Rate per Hour: \$ 2.00</p> <p>Total Time 02:30</p> <p>Press + or - \$ 5.00 to change time</p> <p>EXPIRES 11:31 AM</p>	<p>DO NOT PARK</p> <p>Tow until 12:00PM</p> <p>12a-9a TIRE</p> <p>9a-12p Tow-Away</p> <p>12p-3p \$3.00/hr</p> <p>3p-7p \$2.50/hr</p> <p>7p-12a \$1.25/hr</p> <p>Press OK for more INFO</p>	<p>No Cards, Use COINS</p> <p>9a-12p \$2.00/hr</p> <p>12p-3p \$3.00/hr</p> <p>3p-7p \$2.50/hr</p> <p>7p-11p \$0.25/hr</p> <p>11p-12a \$3.00/hr</p> <p>Max Stay 4 hours</p> <p>Thu 17 Jan 2013 05:40 PM</p>
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3.2.1.6 Pay station shall provide communication of changing rate structures directly to the multi-space meter from a work station.

IPS complies. Modifications to the rate structure can be performed remotely via any web-enabled device and will be pushed to the multi-space meter.

3.2.1.7 Provide real-time credit card processing, through the City approved Processor when communications is established and batch credit card processing when communication has been interrupted.

IPS complies. Credit card transactions are processed in real-time. In the event of any down time, the City has the ability to configure IPS meters to either decline the transaction or accept the transaction and retry authorization at the next available connection.

3.2.1.8 Include standard solar panel for charging and maintain battery power.

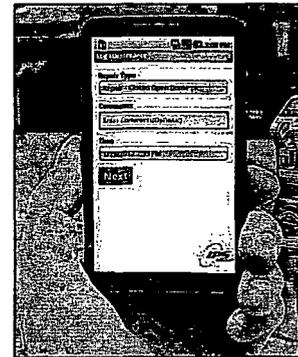
IPS complies. IPS meters features an integrated solar panel for charging and maintaining battery power.

3.2.1.9 Pay stations must meet current ADA compliant guidelines.

IPS complies. All IPS meters comply with current ADA guidelines. Retrofits or upgrade kits assume that the original cabinet meets such requirements.

3.2.1.10 Provide real-time maintenance status updates.

IPS complies. In the event that maintenance is required, an alert will be triggered and an email or text will be sent to the relevant personnel. In addition, IPS provides a mobile maintenance application which allows the City to log and track maintenance performed.



3.2.1.11 The pay station must be “tamper-proof” when secured so that program settings cannot be manipulated by probing or by use of unauthorized equipment.

IPS complies. The City can manage the level of access that each authorized user has to ensure that settings are not manipulated. Each user that securely logs into the DMS is required to provide a username and password. Each user will also be assigned to a defined user profile that defines which reports are visible and which ones are not accessible. Samples of these profiles include Administrator, Coin Collection, Customer Service, Manager, Financial Analyst, Utility Manager, and Technician.

3.2.1.12 The pay station will perform reliably under the harsh environment of normal on-street conditions as described below:

3.2.1.13 The pay station will be specifically designed to perform reliably in the rain, without any significant degradation in performance, by limiting water intrusion.

IPS complies. IPS meters have been designed to perform in a diverse range of environments and are currently deployed in climates such as Seattle, WA; Huntington, Beach, CA; San Diego, CA; Sacramento, CA; Minneapolis, MN; and Hollywood, FL to name a few which experience significant rainfall/snow.

3.2.1.13.1 a) The pay station will operate within a temperature range of -20 to 140 degrees Fahrenheit and under varying environmental conditions, including but not limited to windblown grime, rain, fog, smog, air inversions, salt air, sun (including direct sunlight), and vibrations.

IPS complies. IPS meters have been independently certified to operate in all climate types including temperatures ranging from -40°F to 140°F.

3.2.1.13.2 b) Electronic components, including the entire circuit board, will be weather-proofed with a protective coating or equivalent.

IPS complies. The retrofit is water resistant and is protected from humidity, moisture, dust and other elements which may disturb operation. All PCBs and connectors are conformal coated to protect against moisture.

3.2.1.13.3 c) Buy America Preference: Multi-space pay stations shall be purchased from company performing final product assembly and providing back end data managements services based in the USA.



IPS complies. IPS manufacturing is conducted in San Diego, California and we have additional support staff based in the Bay Area. Our dedication to the region ensures that we not only meet the City's immediate needs, but are positioned to provide the very best ongoing support. Additionally, our engineering team, meter management systems, card processing systems and data storage are based in California, ensuring maximum security and the ability to quickly adapt to the future requirements of the City.

3.2.2 Cabinet/Security

3.2.2.1 For superior protection against weather and vandalism, pay stations must feature a stainless steel cabinet and armored glass as standard features.

IPS complies. With the retrofit kits, the existing cabinet is maintained. The IPS MS1 exterior is constructed of high grade corrosion-resistant stainless steel in a uni-body construction. The pay station is also available in cold rolled, corrosion resistant steel. The MS1 is treated and covered with a durable powder coating that is weather and graffiti resistant.

3.2.2.2 Pay station's exterior surface must have a powder coating for easy cleaning and graffiti removal.

IPS complies. The exterior of the MS1 is constructed of high grade corrosion-resistant stainless steel in a uni-body construction. The pay station is also available in cold rolled, corrosion resistant steel. The MS1 is treated and covered with a durable powder coating that is weather and graffiti resistant and well suited for Berkeley's climate.

3.2.2.3 The pay stations must be vandal resistant and have recessed door hinges.

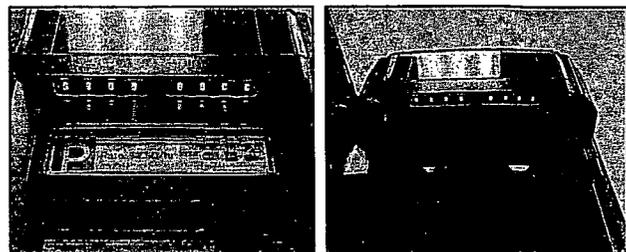
IPS complies. The MS1 cabinet door is composed of stainless steel which IPS offers as a standard feature. Stainless steel is highly vandal-resistant. Both the service door and the outer vault door locks are protected by anti-drill spin disks. In addition, a separate set of keys is required to access the lower vault door, and a T-bar is required to unlock the main vault door.

3.2.2.4 Pay stations must have separate compartments for maintenance and collections. There shall be no access to the money in the coin compartment when performing maintenance functions.

IPS complies. The MS1 features a separate maintenance compartment and collection vault. The cash box is housed in a secure vault which features a six-point locking system and high security lock. Additional security is provided by a standard outer cabinet door.

3.2.2.5 The pay station shall have LED lighting above the display to enhance visibility for motorists, technicians, and collections staff.

IPS complies. Blue LED lighting above the display provides increased visibility for drivers, technicians, and collections staff. The LED lighting is illuminated when sensors detect the presence of a customer or when a transaction is initiated. The parameters of the LED can be configured in the DMS in order to conserve battery life and to time out after a specified period.



3.2.2.6 The pay station shall feature proximity sensors to awaken the pay station upon a customer's arrival, thereby maximizing power efficiency.

IPS complies. The pay station features proximity sensors and will "awaken" the pay station upon customer's arrival or if payment is inserted into the machine.

3.2.2.7 All pay station doors must be equipped with sensors that will send notification, in real time to the back office software alerting the doors are being opened or closed and log information is report form.

IPS complies. The pay station will send an alert to the DMS when the door is opened or closed. This information will be recorded in the DMS.

3.2.2.8 For advanced protection against vandalism, the multi-space pay station shall be protected by a multiple point secure locking system. The outer vault door locks shall be protected by anti-drill spin disks.

IPS complies. Both the service door and the outer vault door locks are protected by anti-drill spin disks. In addition, a separate set of keys is required to access the lower vault door, and a T-bar is required to unlock the main vault door.

3.2.2.9 All pay station doors (including maintenance access and cash vault) and coin box shall be equipped with switches/sensors to enable enabling remote monitoring.

IPS complies. The City will be able to monitor all pay station doors via the DMS.

3.2.2.10 All pay station doors must have locks (housing and vault) be at a minimum equal to or greater than the superior high security locks currently on the market with anti-vandalism protection.

IPS complies. The MS1 cabinet door is composed of stainless steel which IPS offers as a standard feature. Stainless steel is highly vandal-resistant. Both the service door and the outer vault door locks are protected by anti-drill spin disks. In addition, a separate set of keys is required to access the lower vault door, and a T-bar is required to unlock the main vault door.

3.2.2.10.1 a) No locks can be exposed beyond the flush mount of housing.

IPS complies. No locks are exposed beyond the flush mount of the housing.

3.2.2.10.2 b) Locks should be corrosive resistant and should not require regular cleaning or maintenance.

IPS complies. Locks are corrosive resistant and do not require regular cleaning or maintenance.

3.2.2.10.3 c) Must provide manual of vault locking system including description of security benefits, key and lock operation, maintenance and any safety requirements.

As this information is regarded as confidential, the requested information can be made available, on request, to an authorized entity, on a need to know basis, under a non-disclosure-agreement.

3.2.3 Keypads

3.2.3.1 Pay station keypads must be vandal resistant, weatherproof, and corrosive resistant.

IPS complies. The MS1's buttons are completely environmentally sealed to prevent moisture from affecting performance. Additionally, the labels on the buttons are cast (embedded) completely through the button so that wear and tear will not result in the label degrading overtime.

3.2.3.2 A weather-proof capacitive or inductive keypad (non-mechanical) shall be utilized to eliminate any moving parts associated with the user interface for card payment. The keypad shall be modular, to allow in-field replacement with basic tools if necessary.

The keypad is available in three different models: Pay-and-Display, Pay-by-Space, and Pay-by-Plate. The Pay-by-Plate station is equipped with a forty-two (42) button alphanumeric keypad, used to enter the license plate number. The Pay-by-Space pay station has a twelve (12) button numeric keypad. All keypads use mechanical buttons rated at more than 200,000 cycles, which translates into more than 10 years of use.

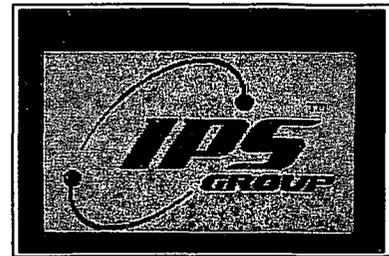
3.2.3.3 Pay station must feature buttons configurable for help screens, additional languages, maximum time, etc.

IPS complies. The retrofit features customizable buttons which can be used for max time, help or alternate languages.

3.2.4 Graphic Display

3.2.4.1 The display shall be protected by armored glass in order to provide superior protection against vandalism. Armored glass shall be included as a standard feature.

IPS complies. The retrofit features a backlit LCD graphical display that is automatically enabled in low light conditions or when payment is inserted in the pay station. The transfective monochrome display is one of the largest in the industry and has superior visibility in daylight conditions when compared with similar color displays. Transfective technology utilizes backlight in low ambient light conditions and reflected light in high ambient light conditions to provide optimum display readability under various light conditions.



MS1 Display Screen

3.2.4.2 Pay station display must be part of a plug-and-play designed main board module for easy servicing.

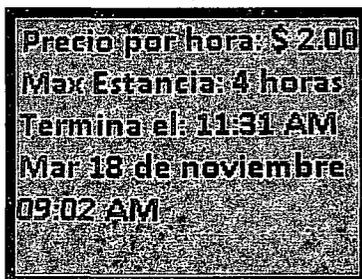
IPS complies. The display is plug-and-play and easy to service.

3.2.4.3 Pay station shall have a graphical liquid crystal display (LCD) with a temperature operating range of -22 deg F + 158 deg F (-30 deg C to +70 deg C), which is capable of displaying metered time (format of HH:MM), parking rates and maximum stay period messages, current time of day (including time when paid time will expire), as well as other alpha-numeric messages depending on the status of the transaction.

IPS complies. The LCD screen can display metered time, graphics and text in any language.

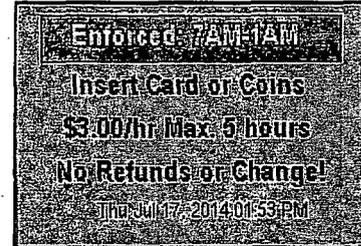
3.2.4.4 The pay station will have a backlit graphic display panel that is large enough to legibly display all necessary operating status and complex rate structure messages configured in the web-based management system to patrons and all diagnostic and maintenance information to technicians in English or other required languages.

IPS complies. The backlit display can support complex rate structure messages in any language.



3.2.4.5 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. The LCD display is automatically enabled to provide easy viewing in bright or low light conditions. The City can configure the settings of the backlight as well as configure the backlight in order to conserve battery power via the DMS.



3.2.4.6 The LCD shall have the option for the user to increase/decrease the contrast of the LCD in order for the meter to adapt to the surrounding environmental conditions.

IPS complies. LCD settings can be managed remotely via the DMS.

3.2.4.7 In the event of a coin jam, meters will continue to allow payment via credit card, debit card and or smart card. During such a jam, meters will display "Cards only, No Coins" on the LCD display. In the event of a card reader jam, meter will continue to allow payment via coins/tokens. During such a jam, meters will display "Coins only, No Cards" on the LCD. In either event, the meters 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 of these messages can be remotely updated and programmed via web-based management system.

IPS complies. If the coin slot is inoperable, IPS meters will display a screen directing the motorist to alternate payment options, such as "Card Only" for payment and will accept credit/debit, smart cards, and pay-by-cell transactions. If the card reader is not functioning or there is loss of wireless connectivity, the meter will continue to accept payment by coin. In the event that the meter is inoperable, the meter will display "Out of Order" and an alert will be generated in the Data Management System (DMS) notifying the City.

3.2.4.8 The display will be designed to resist condensation that may occur when warmer weather follows cooler weather and or rain.

IPS complies. The display is treated with an anti-fog coating to prevent condensation.

3.2.4.9 The display shall have sufficient backlight so the pay station information can be seen at night.

IPS complies. The retrofit features a backlit LCD display for easy viewing at night or lowlight conditions. Additionally, blue LED lights provide enhanced visibility.

3.2.5 Coin Validation

3.2.5.1 The pay station will accept coins through a jam-resistant coin validator that detects both metallic and nonmetallic jams at key points in the coin path. It is desirable that the coin validator be made of clear plastic or be easily opened to clear jams and foreign objects.

IPS complies. 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.

3.2.5.2 The coin validator will include an anti-backup provision to prevent the retrieval of deposited coins (e.g., attached to strings, paddles, wires, etc.).

IPS complies. The IPS coin discriminator has two mechanical processes to prevent coin retrieval attempts. The first is pivoting arm that allows downward coin action for coin reading. If the coin is pulled back up into the coin entry

area, the arm position is pulled upward with the coin and blocks the coin path. In addition, if the coin is read and passes below the final sensor and then retrieved, a second set of fingers are activated much in the same manner as the upper pivoting arm to block the coin from re-entry into the coin discrimination area.

3.2.5.3 Pay stations shall be fully electronic with solid state components and straight down, free-fall coin chute. The meter shall be able to recognize and give time for both coins and/or custom tokens. Standard coin recognition shall include, but is not limited to, US denominations of \$0.01, \$0.05, \$0.10, and \$0.25 and \$1.00 coins. The validator may also be reprogrammed remotely as new coins/tokens are implemented as part of the payment options provided by the City.

IPS complies. IPS meters feature a fully electronic, straight down, free-fall coin chute. IPS meters accept all US denomination coins. The DMS allows the City to remotely program the acceptance of new coins and tokens as part of the payment options provided by the City.

3.2.5.4 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. 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 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.

3.2.5.5 If the coin slot is inoperable, unit must still accept credit card payment. There must be a message on the screen indicating that coin payment is not presently available. If coin selector is inoperable, unit must send an alarm to the back-office system to notify personnel of the malfunction.

IPS complies. In the event of a coin slot malfunction, the unit will continue to accept credit/debit card, smart card and pay-by-cell payments (if permitted). The unit will display which payment options are available and an alert will be generated to notify the City of the malfunction.

3.2.5.6 Coin validator must be easily removable for service or replacement.

IPS complies. The coin validator can be easily removed for service or replacement.

3.2.5.7 Coin validator will detect and count the number of unacceptable or invalid coins.

IPS complies. No time will be given for invalid coins and the DMS will record the use of such coins.

3.2.6 Card Reader/Credit Card Payments

3.2.6.1 The pay station will accept magnetic-stripe credit/debit cards and contact chip “smart” cards.

IPS complies. The pay station can accept magnetic-stripe credit/debit cards and contact chip “smart” cards.

3.2.6.2 Pay station will provide options for reading contactless credit cards (EMV chip embedded cards).

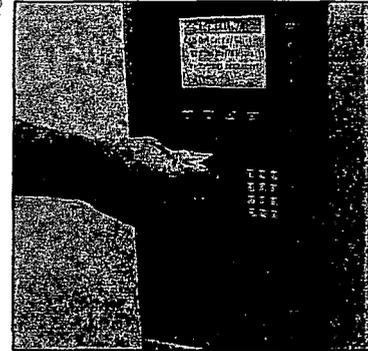
IPS complies. These are optional payment methods that the City can elect to use. Pricing is provided for such options.

3.2.6.3 The pay station's card reader will not retain cards and will always permit users to remove cards without damage, especially during a fault situation or power failure.

IPS complies. As shown in the image right, the customer retains control of the card at all times.

3.2.6.4 The pay station will clearly display the proper card orientation for insertion by the customer and will be designed to minimize customer confusion to the extent possible.

IPS complies: The pay station features a decal which clearly displays the proper card orientation for insertion.



3.2.6.5 If a card is inserted improperly, e.g., upside down or reversed, the card will be easily removed by the customer without the use of any tools.

IPS complies. If the card is inserted improperly, the customer may easily remove the card without the use of any tools.

3.2.6.6 Pay station will process card transactions in real-time when communications is established and batch credit card processing when communication has been interrupted.

IPS complies.

3.2.6.7 a) When real-time authorization is temporarily unavailable or cannot be completed within the configured time, the pay station will have off-line authorization capability that will verify that the card appears valid, is not on a local Blacklist. These transactions will be processed as soon as practical once real-time authorization is restored, but without affecting normal user operation.

Portions of this response are considered confidential: During any down time, the City has the ability to configure IPS meters to either decline the transaction or accept the transaction and retry authorization at the next available connection. If configured to accept during down-time, the meter will wait for a period of time to establish a connection for authorization. If it cannot, it will accept the transaction and allow time to be purchased on the meter. The meter will also make multiple attempts to reconnect and authorize the card. As a further preventative measure, IPS utilizes blacklists (hotlists) based on previously declined cards or cards manually added to the blacklist. This list is built over time and automatically downloaded to all meters in the City. Attempted use with a card on the blacklist will immediately result in a declined transaction without attempting communication to save battery life.

3.2.6.8 The pay station will support user-defined credit card amount settings, including minimum amount, maximum amount, default amount first displayed, and amount selection increment, and rounding increment. When charging credit card payments for the maximum permitted time, the pay station will round the selection to the next highest selection amount according to the user-defined rounding increment.

IPS complies.

3.2.6.9 In addition to PCI-DSS and PA-DSS requirements, for additional protection of cardholder security, no credit card information shall be authorized, transferred or stored outside of North America.

IPS complies. IPS was the first single-space credit card-enabled parking meter vendor to become PCI-certified in 2008. Today we process over 60 million credit card transactions each year, safely and securely. Please see the Appendix for copies of our PCI and PA-DSS certifications.

3.2.7 Printer

3.2.7.1 Pay station shall have high resolution thermal graphic printer where receipt is printed internally and advanced to customer.

IPS complies. High quality graphic thermal printers are standard and include a self-sharpening auto cutter blade.

3.2.7.2 Printed and advanced receipts left behind by patrons must not create a paper jam for the next transaction.

IPS complies. The pay station includes a straight-eject printer. There is no receipt ejection into a bowl, cup or chute that may create jams or make the receipt difficult to see.

3.2.7.3 Printer must be removed and replaced with ease, minimal tool requirement.

IPS complies. The printer is removed and replaced with ease.

3.2.7.4 Shall be capable of printing in different fonts and sizes and at a minimum include:

- 3.2.7.4.1 a) Unique receipt number.**
- 3.2.7.4.2 b) Transaction Date (MM/DD/YYYY) and Time (HH:MM PM/ AM).**
- 3.2.7.4.3 c) Expiration Date & Time**
- 3.2.7.4.4 d) Amount paid.**
- 3.2.7.4.5 e) Method of payment.**
- 3.2.7.4.6 f) Pay station identification number**

IPS complies. Tickets can be designed in the DMS system via the ticket editor function or by the IPS service team. All changes are free of charge and are included in the monthly DMS license fees. All of the required information can be printed on the receipt as shown in the sample at right.



3.2.7.5 Shall have the ability to receive paper in roll form and print tickets at variable lengths. Paper shall not be proprietary. Proposal must indicate:

3.2.7.5.1 a) Average number of tickets per roll, based on specific ticket size assumption.

IPS complies. The receipt paper is provided in roll form and can print tickets at variable lengths. Ticket roll length is 1000 ft. (3in. ticket will equate to 4,000 tickets per-roll). Ticket length is determined by the city. The paper width = 2.7" and paper weight = 50 to 250 g/m2.

3.2.7.5.2 b) Cost per roll.

Additional paper rolls are \$24.50 per roll.

3.2.7.6 Pay station printer will have an automatic cutting mechanism.

IPS complies. The printer features a self-cutting blade.

3.2.7.7 Receipt generation

3.2.7.7.1 a) Receipts for pay station transactions shall be either auto issue or by request.

IPS complies. A receipt will be automatically generated once the payment has been accepted or the customer may request a receipt.

3.2.7.7.2 b) Upon successful payment, print a receipt that includes the pay station identification number, parking zone identification, time and date, amount paid, and transaction number.

IPS complies.

3.2.7.7.3c) Pay stations must create an alarm when the receipt paper is low

IPS complies. An alert will be generated when the receipt paper is low, and an email or text message will be sent to the relevant personnel.

3.2.8 Power

3.2.8.1 Back-up batteries shall be located in an easily accessible storage area inside the unit.

IPS complies. The back-up battery is easily accessible inside the cabinet.

3.2.8.1.1 a) Primary power for all units shall be solar. Pay stations shall include a high quality rechargeable battery. Solar panel must be integrated into the top of the pay station, not placed on posts.

IPS complies. The MS1 features a fully integrated solar panel. The solar energy collection system maximizes the collection surface area for the given unit footprint, reduces solar angle dependency, is less susceptible to the accumulation of dust and other debris, and houses high efficiency solar cells. The power budget is such that more energy is collected than required and the surplus energy is stored in a power reservoir with adequate capacity to supply the system for extensive periods in times of low or no available solar energy. Energy demand is conserved by switching subsystems on only for the periods required. Power levels are continuously monitored and reported to the backend system.

3.2.8.1.2 b) Battery life under normal operating conditions shall be 48-60 months.

IPS complies. Depending upon features enabled, battery life under normal operating conditions can be 48-60 months.

3.2.8.1.3 c) When battery voltage falls below a minimum threshold; the pay station will generate an alert prior to going out of service.

IPS complies. Battery voltages can be monitored via the DMS and alert will be generated when the voltages fall below a certain threshold.

Home - Technical - Battery Voltage

Search Enter Pole / Terminal

Zone Demo Default Zone Area Chads Zone Sub Area Chads Area SEARCH

EXPORT Records per page 100

Pole	Meter	Reported Date-Time	Voltage
250-11	0039441	08/28/2012 03:42:58 PM	4.979
4001	0068467	07/25/2012 02:19:00 PM	

Page 1 of 1 (2 items)

Key

- v <= 4500 mV
- 4500 mV < v <= 5800 mV
- v > 5800 mV
- No Data Available

3.2.8.1.4 d) Battery connections will be designed to resist corrosion and to sustain a minimum of five years of service.

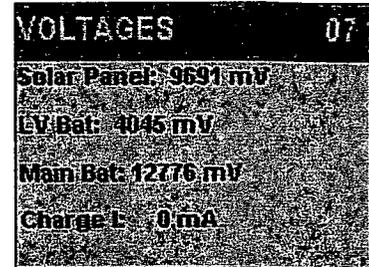
IPS complies. All PCBs and connectors are conformal coated to protect against moisture.

3.2.8.1.5e) Power source will be designed to be replaced without tools or with a single tool in under two minutes.

IPS complies. The power source can be replaced in the field with simple tools in under two minutes.

3.2.8.1.6f) A voltage check system must be integrated into the meters and the voltage of the battery must be determined in less than five seconds. The unit must communicate the battery's voltage to the back office system so that it can be monitored and viewed on the pay station's display for ease of maintenance.

IPS complies. Battery voltage check is available by accessing the MS1 pay station using the Diagnostic card or by accessing the backend DMS which provides real-time updates.



3.2.8.1.7g) All locally-stored meter data will be retained during battery replacement and a battery failure of seven days or less.

IPS complies. All meter events and transactions are stored in non-volatile memory, so storage is indefinite, ensuring there will be no loss of data in the event of battery replacement or failure.

3.2.9 Pay Station Internal Clock and Time Management

3.2.9.1.1 a) The pay station will have at least a 365-day calendar real-time clock that will either retain the time settings during battery replacements or servicing, or will accurately reset the time settings without losing prior programming; reset will occur within 3 seconds of battery replacement or servicing. If back-up power built into the meter is used for this function, this back-up power must allow at least 15 minutes for a given battery change without losing the clock settings.

IPS complies. The pay station features a 365-day, real-time clock. All settings will be retained in the event of battery replacement or servicing.

3.2.9.1.2b) The clock will be programmable at least one year in advance for automatic daylight savings time changes; Vendor must program daylight savings for the first 2 years of the agreement.

IPS complies. The clock can be programmed to automatically adjust for daylight savings time changes via the DMS.

3.2.9.1.3c) The time-of-day clock will be accurate to within plus or minus two seconds per day (where a day is defined as any given 24-hour period).

IPS complies. The timer on the meter is synced to server time, which in turn is synced to a stratum 1 time server (atomic clock) to maximize accuracy of time throughout the entire network.

3.2.9.1.4d) The clock will sync with the time on the Meter Management System a minimum of once per day, but ideally every time it communicates with the Meter Management System.

IPS complies. The timer on the meter is synced to server time, which in turn is synced to a stratum 1 time server (atomic clock) to maximize accuracy of time throughout the entire network.

3.2.9.1.5e) The clock will track the day of week, Monday through Sunday.

IPS complies. The clock will track and display the day of the week on the meter.

3.2.9.1.6f) Time of day and day of week will be visible to maintenance staff on the front display screen.

IPS complies. Time and day of the week will be visible to maintenance staff on the front display.

3.2.10 Communications

3.2.10.1 Pay stations must operate on a 3G or 4G network.

IPS complies. IPS meters feature integrated 3G Cellular Technology with ultra-reliable and fast connectivity.

3.2.10.2 Pay stations will manage spaces with different rates, lengths of stay, and parking restrictions.

IPS complies. The IPS pay station will manage spaces with varying rates, lengths of stay and parking restrictions.

3.2.10.3 When operation mode is applicable, pay stations will accept payments for any pay station space in the area, provided that the meter has an active wireless connection to the communicate the payment to the Meter Management System.

IPS complies.

3.2.10.4 Pay stations shall have secure wireless network capabilities enabling it to communicate to a central server and handheld meter maintenance and enforcement tools.

IPS complies. Each IPS meter is wirelessly networked via the cellular network to the DMS which allows the City to manage both their existing single-space and retrofitted multi-space parking assets from the same backend system from any web-enabled device.

3.2.10.5 Pay stations will be fully programmable, including firmware and configuration, wirelessly over the air and through a manual method at the meter.

IPS complies. The pay stations are fully programmable either via the DMS as shown in the screenshot below, or manually at the pay station.

Configuration Name : Coast Blvd - Big Screen
 Current Configuration Future Configuration

Sunday	Free	Prepay	\$3.00	LEDs On	Enforcement On	Max Time 1	Max Time 2	Max Time 3	Max Time 4
Monday	Free	Prepay	\$3.00	LEDs On	Enforcement On	Max Time 1	Max Time 2	Max Time 3	Max Time 4
Tuesday	Free	Prepay	\$3.00	LEDs On	Enforcement On	Max Time 1	Max Time 2	Max Time 3	Max Time 4
Wednesday	Free	Prepay	\$3.00	LEDs On	Enforcement On	Max Time 1	Max Time 2	Max Time 3	Max Time 4
Thursday	Free	Prepay	\$3.00	LEDs On	Enforcement On	Max Time 1	Max Time 2	Max Time 3	Max Time 4
Friday	Free	Prepay	\$3.00	LEDs On	Enforcement On	Max Time 1	Max Time 2	Max Time 3	Max Time 4
Saturday	Free	Prepay	\$3.00	LEDs On	Enforcement On	Max Time 1	Max Time 2	Max Time 3	Max Time 4
Special Day 1	Free	Prepay	\$1.00	LEDs On	Enforcement On	Max Time 1	Max Time 2	Max Time 3	Max Time 4
Special Day 2	Free	Prepay	\$1.00	LEDs On	Enforcement On	Max Time 1	Max Time 2	Max Time 3	Max Time 4
Variable Rate	Free	Prepay	\$1.00	LEDs On	Enforcement On	Max Time 1	Max Time 2	Max Time 3	Max Time 4

Legend

- Rate
- Variable Rate
- Prepay
- Free
- No Parking
- LEDs On
- Enforcement On
- Max Time 1
- Max Time 2
- Max Time 3
- Max Time 4
- Special Display 1
- Special Display 2
- Special Display 3
- Jump Rate
- Event Rate

3.2.10.6 Pay stations can wirelessly notify parking operations staff of any faults, such as 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 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:

Wireless Center	Email Distribution List
Alltel Wireless	[number]@message.alltel.com
AT&T Wireless	[number]@txt.att.net
Cricket Wireless	[number]@sms.mycricket.com
MetroPCS	[number]@mymetropcs.com
Nextel	[number]@messaging.nextel.com
Sprint	[number]@messaging.nextel.com
Sprint/Nextel	[number]@page.nextel.com
T-Mobile	[number]@tmobile.net
US Cellular	[number]@email.uscc.net
Verizon Wireless	[number]@vtext.com

3.2.11 Payment Card Industry Data Security Standard (PCI)

3.2.11.1 Pay stations, the associated communications system, and the backend server will all be compliant with the latest available security standards as defined by the Payment Card Industry Data Security Standard (PCI).

IPS complies. Please see the Appendix for copies of our PCI certification.

3.2.11.2 The software and the application shall be compliant with the most current Payment Card Industry (PCI) Data Security Standard.

IPS complies. Please see the Appendix for copies of our PCI certification.

3.2.11.3 The successful proposer must comply with Payment Card Industry Data Security Standards (PCI DSS and PA -DSS). Visa and MasterCard aligned data security requirements to create a global standard for the protection of Cardholder data. The resulting Payment Card Industry Data Security Standards (PCI -DSS) defines the requirements with which all entities that store, process, or transmit payment card data must comply. Detailed information about PCI DSS can be found at the PCI DSS Council’s website: https://www.pcisecuritystandards.org/documents/PCI_DSS_v3.pdf

IPS complies. IPS is listed as a valid service provider for the Visa Cardholder Information Security Program (CISP) and the MasterCard Site Data Protection (SDP) programs and is fully compliant with all PCI-DSS and PA-DSS guidelines.

3.2.11.4 The successful proposer must be a certified vendor of the City's merchant card processor. At this time, the City of Berkeley is in contract with Wells Fargo Merchant Services LLC.

IPS complies. We are a current City vendor for credit card parking meters.

3.2.11.5 The proposer must be able to demonstrate they meet the above requirements at the time of bid.

IPS complies.

3.2.11.6 Encryption: All data leaving pay station shall be encrypted. Describe encryption protocol.

IPS complies. IPS utilizes an RSA 1024bit encrypted data stream.

3.2.11.7 Vendor must be listed on both Visa and MasterCard web sites as being PCI certified.

IPS complies.

3.2.12 Management System

3.2.12.1 Login and access to the wireless based management system via the Internet.

IPS complies. Only an Internet browser is required to access the DMS.

3.2.12.2 The management system shall track audit amounts by pay station ID, route, and any other selected pay station configuration thereof.

IPS complies.

3.2.12.3 Management system shall provide a full set of reports. These shall include revenues for all transactions, by meter, by route, or by zone, including, but not limited to, financial activity, usage, maintenance, and user trends.

IPS complies. Please see the Appendix for a comprehensive set of sample DMS reports.

3.2.12.4 Real time alarms and status reporting for maintenance via the wireless based management system.

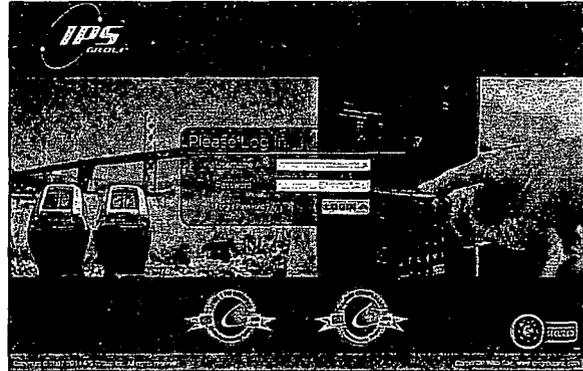
IPS complies. Alerts and status reports are available in the DMS.

3.2.12.5 The management system shall notify service technicians of fault and status issues via text or e-mail.

IPS complies. The DMS will notify the relevant technician by email or text in the event of a fault or status issue.

3.2.12.6 System software shall provide a variety of reports. Vendor shall provide a list and examples of reports with the proposal.

IPS complies. IPS provides 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 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. Please see the Appendix for a comprehensive set of sample DMS reports.



3.2.13 Collections

3.2.13.1 The pay station will deposit coins directly into a secure, locked coin box, holding a minimum of 2,000 quarters that will provide no access to contents throughout the collection process and will indicate evidence of tampering.

IPS complies. IPS offers two different coin vaults. The larger, 3.5 liter vault has a coin capacity of 2,100-2,450 coins. The smaller, 1.0 liter vault has a coin capacity of 600-700 coins. The thickness of the coin vault is 5.25 mm and offers superior protection against vandalism and theft.

3.2.13.2 The pay station will include door sensors to register when any locked door is opened and closed.

IPS complies.

3.2.13.3 The pay station will include a cash box sensor to register when the coin box is inserted and removed.

IPS complies.

3.2.13.4 The pay station will communicate door opened and closed messages and coin box inserted and removed messages to the Meter Management System.

IPS complies. The DMS will track removal and replacement of the coin box and open and closed door messages.

3.2.13.5 The pay station will accept all other valid forms of payment except coins when the coin box is removed or full.

IPS complies. If the coin box is removed or full, the pay station will continue to accept debit/credit cards and pay-by-cell payments.

3.2.13.6 The pay station will be designed to permit the cash box to be removed and replaced by a collector in less than 30 seconds without any special tools.

IPS complies. The pay station features blue LED lighting which provides additional lighting for collectors. And the coin canister features an easy-to-grab handle for quick removal and replacement.

3.2.13.7 At the time of collection, the pay station will report total revenue since the last collection, by coin denomination, credit card, and smart card, either automatically based on can replacement or by inserting a collection card.

IPS complies. As shown in the sample receipt right, the pay station will report total revenue since the last collection by inserting a collections card.

3.2.13.8 Audit information will be sent wirelessly to the Management System.

IPS complies. All audit information is sent wirelessly to the DMS.

3.2.13.9 The pay station will have storage capability to retain all transaction data for a minimum of thirty (30) days.

IPS complies. IPS meters use non-volatile flash memory for the secure storage of all meter event and transaction information as permitted by PA-DSS and PCI-DSS requirements. This includes payment transactions, maintenance events, diagnostic events, coin collections, meter faults, battery status, and all other event data within the meter. This information can be stored indefinitely, but for an active meter, this amounts to 60 days of operation without a connection to the meter management system.

Coins	
Coin	Amount
\$ 0.01	\$ 0.00
\$ 0.05	\$ 0.00
\$ 0.10	\$ 0.00
\$ 0.25	\$ 0.00
\$ 1.00	\$ 0.00
Total	\$ 0.00

Bills	
Bill	Amount
\$ 1.00	\$ 0.00
\$ 2.00	\$ 0.00
\$ 5.00	\$ 0.00
\$10.00	\$ 0.00
\$20.00	\$ 0.00
Total	\$ 0.00

3.2.13.10 Financial audit data will not be affected by the reading or retrieval of maintenance data, by resetting the meter, or by other such events.

IPS complies. There will be no loss of data in the event of a meter reset or other such events.

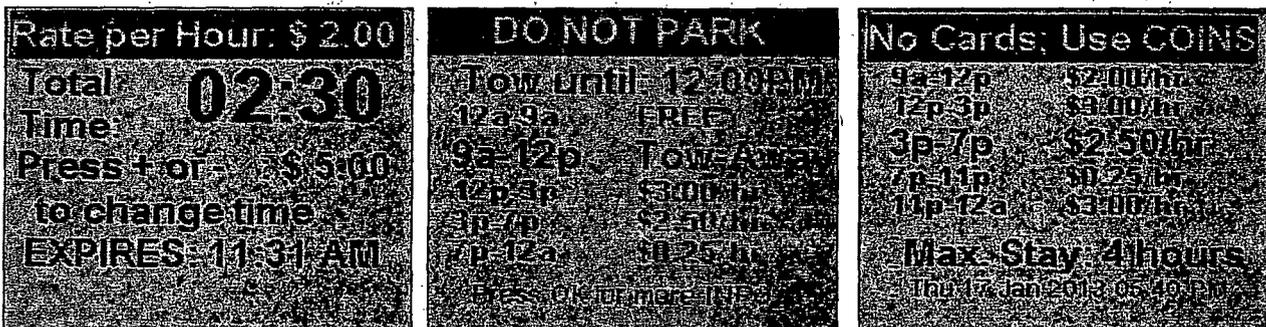
3.2.14 Meter Operations and Rates

3.2.14.1 FIXED RATE – same rate all day, for select/every day(s) of the week. Meters can be remotely programmed for holidays, special events or other rate changes via the web-based management system and 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.

3.2.14.2 MULTIPLE-RATES – varied rates throughout the day, with a minimum of 7 times and the ability to increase this up to 12 times. This can include Tow-Away, No Parking, or Free Parking options, in addition to hourly parking rates for normal metering time. Meters can be remotely programmed for holidays, special events or other rate changes via the web-based management system and will not require City staff to interface with each individual meter to accomplish such a rate update.

IPS complies. IPS meters are currently deployed in both the SFpark and LA Express Park programs which incorporate dynamic parking rate structures. Sample screenshots of varied rate structures are shown below.



3.2.14.3 PRE-PAY – allow a motorist to pay for parking prior to the beginning of enforcement hours, up to the maximum stay period. However, metered time will only begin at beginning of enforcement hours. For example, a 2 hour meter can be fully paid prior to the beginning of enforcement at 8AM. In such an example, metered time would only begin at 8AM and expire at 10AM. 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. The City can configure a pre-payment period which will allow motorists to pay for parking prior to the beginning of enforcement hours.

3.2.14.4 TOW-AWAY – meters can be programmed to enforce defined tow-away zones. During the tow-away period, the meters will not accept credit card payment and no time will be given for coins. Meters shall be capable of displaying “Tow-Away Do Not Park” on the LCD screen. In such a configuration, motorists will only be able to pay for time up to the beginning of the tow-away period. Changes to this feature can be remotely programmed via the web-based management system and will not require City staff to interface with each individual meter to accomplish such a rate update.

IPS complies. The City can program a tow-away period in the DMS during which time the meter will not accept payment.

3.2.14.5 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, \$15 for basketball

game, such that the rate begins at 5pm and the \$15 results in the space being paid for the duration of the event. Meters shall be capable of displaying the rates per hour, maximum stay (time period), and other customized messages or graphics on the meter's LCD in English and other languages.

IPS complies. The meters can be programmed to accept event parking rates and are capable of displaying graphics and other languages.

3.2.14.6 Changes/updates to all rate structures, maximum stay (time limits), available payment methods, and hours of parking operations (enforcement) shall also be managed and updated via a web-based management system, providing remote management capability.

IPS complies. All of the above can be configured remotely via the DMS.

3.2.14.7 Meters will support multiple rate schemes, including hourly, progressive, and long-term (jump) rates. It will support up to five rate changes per day. These rates will be configurable via the wireless network.

IPS complies. The IPS meter offers two types of configurations to be stored in meter memory, including the current active configuration and one additional future configuration. Each configuration (both current and future) has the ability to provide 7 days Monday-Sunday of rates, with up to 15 rates per day.

3.2.14.8 Meters will be able to accept pre-payments prior to start of regulated parking (e.g., pay at 6am for a session that begins at 7am) by showing the space as paid through the beginning of regulated parking.

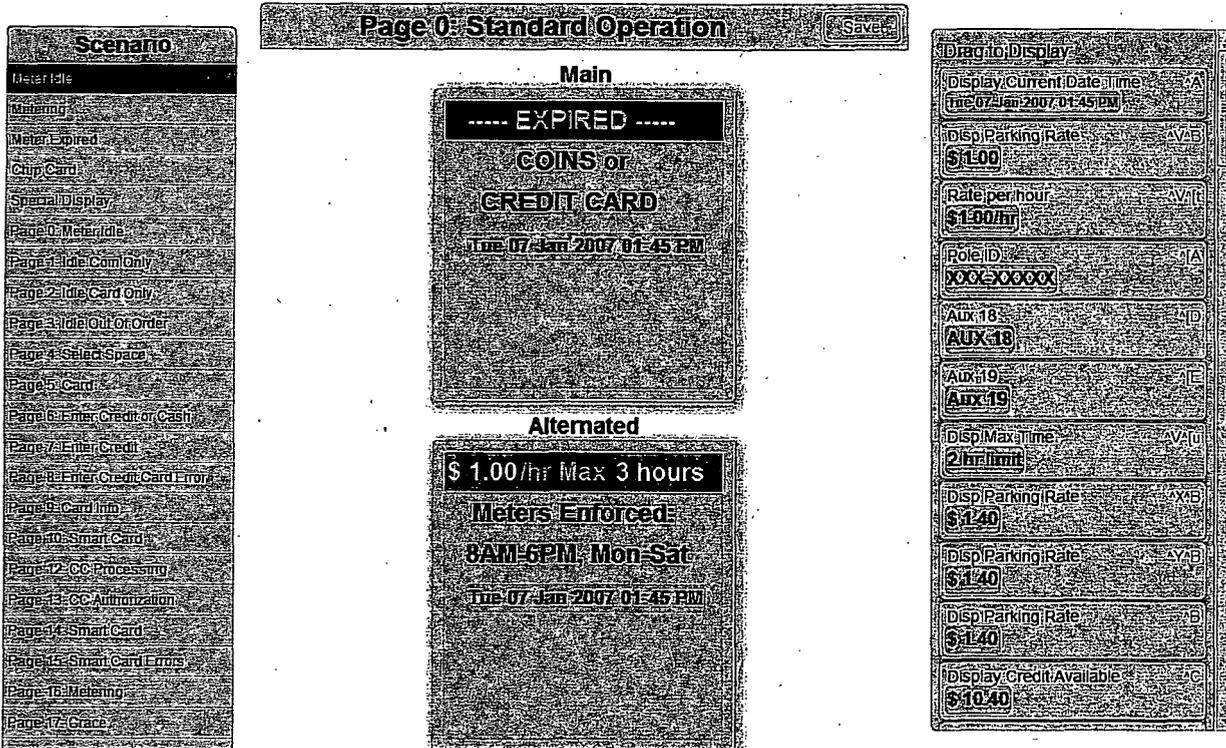
IPS complies. The meter can accept pre-payment prior to start of enforcement hours.

3.2.14.9 Meters will be programmable with all applicable parking restrictions affecting payment ability, including peak hour no stopping, street cleaning no parking, passenger and commercial loading zones, and free parking periods. Meters will alert the customer and prevent payment approaching and during any restricted period as applicable, notwithstanding the option to require payment for commercial loading zones.

IPS complies.

3.2.14.10 Meters will remotely update and change rate schemes.

IPS complies. All changes/updates can be managed via the DMS, providing remote management capability. In the configurations menu, the DMS allows the user to drag and drop the configuration (new feature). Using this allows the customer to see exactly how the screen is going to appear before doing a communications test on the meter.



3.2.14.11 Meters will allow for rate scheme updates for special events via the Meter Management System.

IPS complies. Rate change updates such as for special events can be performed via the DMS.

3.2.14.12 When one or more forms of payment are unavailable, the meters will continue to accept all other forms of payment.

IPS complies. If one or more forms of payment are unavailable, the meters will continue to accept all other forms of payment.

3.2.14.13 Meters will display which forms of payment are available and unavailable to the customer.

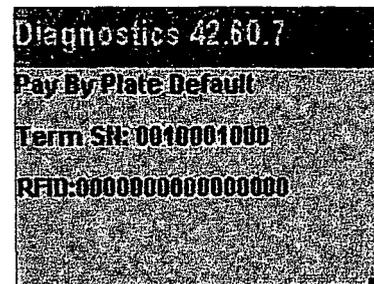
IPS complies. Available and unavailable forms of payment will be displayed on the meter.

3.2.14.14 All meter maintenance functions and diagnostics will be accessible through a series of maintenance menus.

IPS complies. All maintenance functions and diagnostics tests are accessible on the meter display.

3.2.15 Pay Stations and Performance Requirements

3.2.15.1 The pay station will be field serviceable for clearing coin jams and foreign objects, requiring no special tools, within three minutes from the time the repair person begins the removal process.



IPS complies. If a coin blockage does occur:

1. Pull down the validator holder from inside the pay station.
2. Pull out the coin validator by pressing on the spring loaded retention clip.
3. The jam will be visible due to the design of the clear validator cover. Any thin object (such as a screwdriver) can be used to remove the jam.
4. With the jam cleared, insert the validator into its original position, clipping into place.

3.2.15.2 Coin counts for each coin denomination deposited into the collection container (coin can or cash box) will be no less than 99% accurate per collection.

IPS complies. Coin count accuracy rates consistently average 99% or greater per collection.

3.2.15.3 The pay station will complete any payment type transaction within 20 seconds from the last user input (e.g. hitting an 'ok' button) to approval and completion.

IPS complies.

3.2.15.4 The pay station will post time loaded remotely within 30 seconds of completing the transaction no less than 95% of the time.

IPS complies.

3.2.15.5 Pay station will report its change in status, e.g. outages, to server within 2 -minutes no less than 85% of the time, and within 3 minutes no less than 95% of the time.

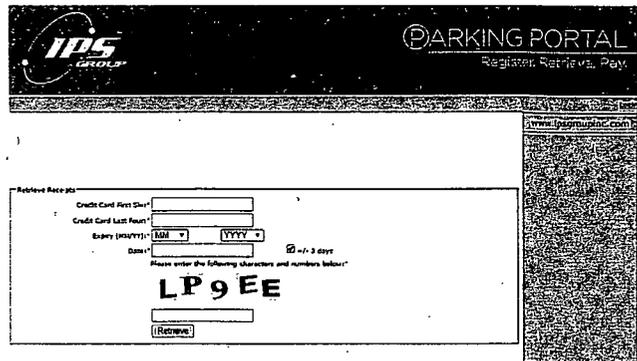
IPS complies. Our experience with real time applications in San Francisco and Los Angeles proves our ability to meet such real time applications.

3.2.16 Additional Desired Features

3.2.16.1 Pay-by-Cell. Be compatible with pay-by-cell phone payment technology. The City would like the option to include a pay-by-cell phone option potentially in the future. 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, where public policy permits.

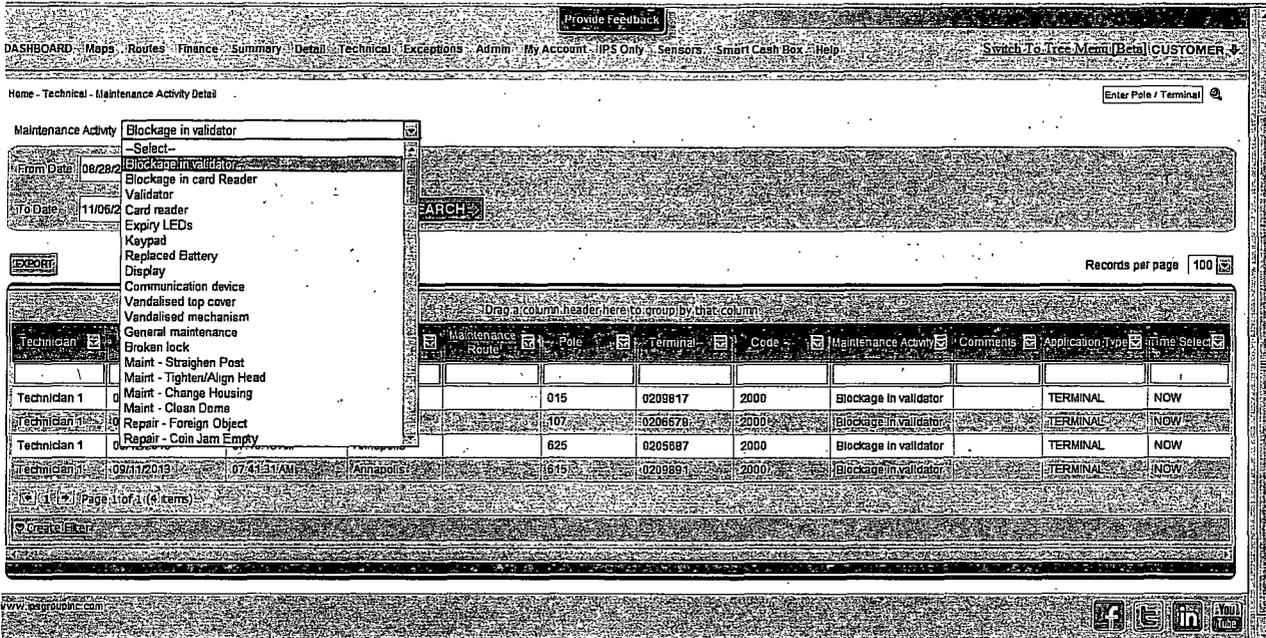
IPS complies. IPS meters have pre-existing integration with pay-by-cell providers PayByPhone, ParkMobile and ParkNow. This platform establishes a standard for any other 3rd party remote payment system which will allow motorists to make a payment via smart phone or remote payment device after which the payment will be pushed to the meter in real time.

IPS can provide a web-based Parking Portal which allows users to register their license plate and will allow the user to print receipts, manage their paid time and more.



3.2.16.2 Meter Maintenance Application: with the use of a mobile device application for meter maintenance, staff can easily log faults and repairs in the field from their cellular phone/tablet.

IPS complies. Maintenance logging can also be done using the IPS Meter Maintenance Application, which will log events in the maintenance activity reports.



Product Innovation & Future Product Offerings

Innovation is the cornerstone of the IPS foundation from which we have built parking solutions which are redefining the parking paradigm. As the pioneer of the solar powered, credit card-enabled single-space parking meter, we introduced enhanced payment options to Cities and wirelessly networked our meters to a state-of-the-art Data Management System in order to provide our clients with real-time data, remote configuration capabilities and a smarter and more efficient method to manage their parking operations. We were the first and currently the only single-space meter vendor to offer the capability to push pay-by-cell payment to the meter in real-time, and successfully integrate with third-party applications to deliver the latest applications and services to our customers.

We continue to drive the parking industry forward with products that meet the evolving needs of our customers. IPS currently operates more than 8,000 in-ground vehicle detection sensors with an average accuracy of 99% or more. The IPS sensor communicates directly with IPS meters and data is transferred using the available cellular link inside each IPS meter. IPS sensor technology allows Cities to employ several unique features such as meter reset and anti-meter feeding. IPS can also partner with third parties for enforcement and to provide parking guidance.

IPS continued to demonstrate this forward-thinking approach when it completed the portfolio of on-street meter products when it introduced the MS1 Pay Station and Revolution Retrofit Kits. These units were designed specifically for the US market and manufactured at our San Diego-based headquarters. The MS1 Pay Station incorporates the hallmarks of the IPS single-space platform – enhanced payment options, Data Management System, and unparalleled power efficiency – while offering additional features such as IntelliTouch™, and armored glass and stainless steel as standard features.

Complementing the MS1 Pay Station are the Revolution Retrofit Kits. The kit replaces outdated components of the old pay station with new IPS technology and features. Designed with the service technician in mind, the modular components can easily be removed, serviced and replaced with no more than a screwdriver. IPS replaced all the electrical wiring harnesses and traditional complexities inside the cabinet box with ultra-reliable electronic

components housed on a single PCBA (printed circuit board). Cities benefit from lower equipment upgrade costs, ease of maintenance and reduced overall cost of ownership.

As a technology company, IPS will continue to invest heavily in research and development with a view to continuing to deliver world-class parking solutions. The IPS development roadmap includes some of the following items:

- EMV Contactless Certification – waiting on certification
- EMV payment platforms
- Parking permit and validation pricing option
- Web based parking receipt portals – currently deployed in San Francisco, CA
- User account based systems allowing users to register vehicles, plate numbers, and nicknames – in development
- Account based pricing options based on license plate number, permit number, or other identifier – in development
- Pay station based citation payment
- New payment protocols, including Google Wallet

Chapter 3 | Support Strategy

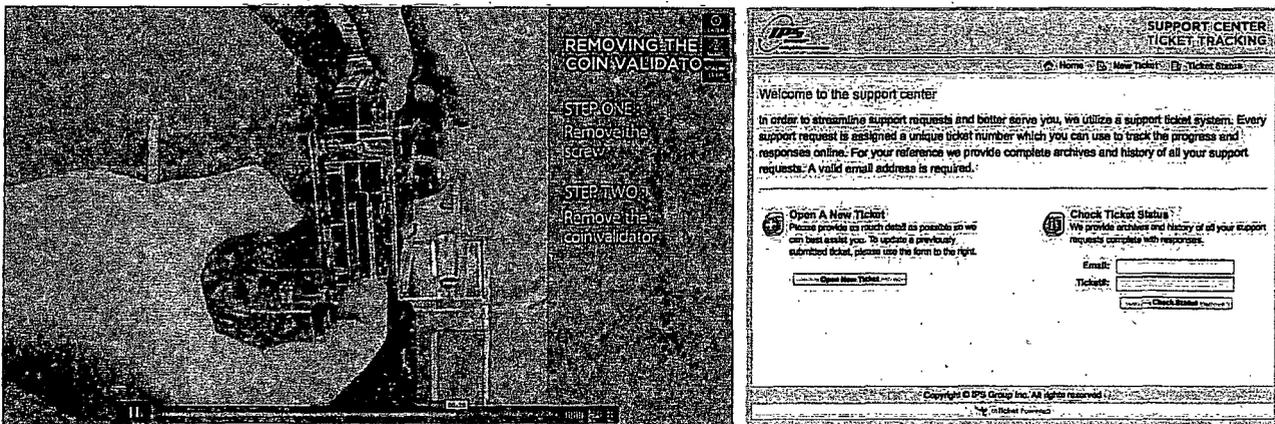
Maintenance & Ongoing Support

Maintenance Training Overview

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 deployment. Additionally, IPS has a team of Bay Area field technicians who can provide additional support throughout the life of the contract as required.

Additional Training Resources

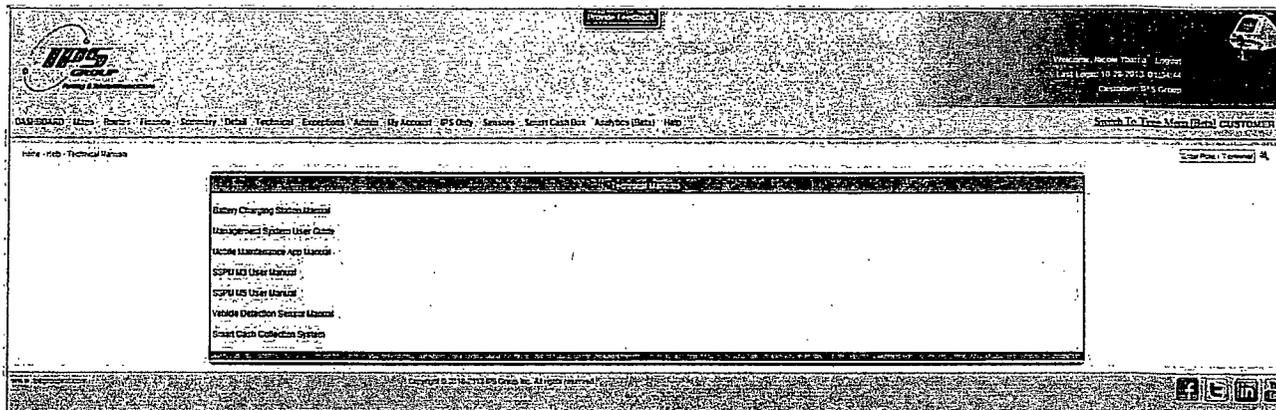
IPS provides technical and user manuals, video tutorials, help documents, and a support ticketing system online through the DMS. These tools are available 24/7 and new support and education tools are continually being developed to ensure customers have direct access to service documentation. Below is a screen shot of the support ticket portal homepage, which logs questions from customers online and allows customers to follow up on progress until their question or RMA has been completed. In addition, IPS retains a library of video tutorials, providing assistance for common maintenance issues that may arise.



IPS video tutorials (left) and support ticketing system (right).

Electronic Maintenance Manuals

IPS maintains a library of maintenance manuals which are updated regularly and available for download at any time from the IPS DMS as shown in the sample screenshot below.



Preventative Maintenance

IPS meters have been designed to be maintenance-free. However, preventative maintenance can help extend the product life. Below is the recommended preventive maintenance schedule for the proposed IPS meters.

- 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.
- At 9-12 month increments, the coin validator shall be visually inspected for any damage or debris. Compressed air may be used to keep the card reader and coin acceptor clear of debris, every 9-12 months.
- Additional preventative maintenance shall be administered by City staff at such time as it is apparent to be necessary, even if it should occur on a more frequent basis than described herein.
- City, at its own cost and expense, shall keep the equipment in good repair, condition and working order after warranty expiration.

Recommended Spare Parts

IPS provides all spare parts services and inventory based in San Diego, CA which translates into quick response times for the City of Berkeley. While we recommend that the City maintain an on-site inventory of spare parts, our San Diego based facility ensures that spare parts are immediately available for the City at any time. Ground shipments generally will take approximate one-two business days from San Diego to Berkeley, and our turnaround time upon receipt is 3-5 business days.

Please see the Pricing chapter for spare parts pricing.

Warranty Repair Services

The warranty repair process is very straight forward and monitoring the progress of these repair services, including services performed, is available within our management system software.

In the event that the pay station cannot be repaired by one of our local field technicians, the equipment will be returned to our San Diego offices. An overview of the RMA process is provided below.

Step 1: The City will notify the IPS project manager or help desk of RMA requirement via phone or email, or by submitting a help ticket from within the IPS DMS or submitting a form with associated RMA request details



RMA (Return Merchandise Authorization) PROCEDURE

Should you have any technical problems with any IPS Group INC parts, please call 1-858-404-0607 so that we can issue you an RMA number. We can issue RMA numbers between 8am and 5pm Pacific Standard Time, Monday through Friday.

You may also email us at techsupport@ipsgroupinc.com. Please be sure to include the following in your email: serial #, part or part ID #, number of parts being returned, and as much detail as possible about the problem you are experiencing. A customer support representative will then contact you.

All parts should be returned to the following address:

IPS Group INC
Attn: RMA # XXXXX
5601 Oberlin Dr. Suite 100
San Diego, CA 92121

Please do not return parts without an RMA number. This could cause a significant delay in having your parts examined.

Please call the Help Desk at 1-858-404-0607 so we can answer any questions for you!

filled out.

Step 2: IPS project manager / field technician / customer service manager will issue an RMA number through the DMS within 2-3 business days, and schedule a pickup of the equipment for repair. Any additional documentation will be completed at this time.

Step 3: IPS will repair locally or return to San Diego for repairs.

Step 4: Repaired equipment will be returned to the Berkeley meter shop upon completion. RMA ticket will be closed.

Automated RMA tracking: RMA status, including work performed to repair meters, can be viewed at any time using IPS DMS. There is no need to go to another online system to view this information. RMAs are typically shipped back to the customer within 5-7 business days after receipt.

Technical Support

IPS will be providing telephone based help desk support services during standard business hours from 8am – 5pm PST and a toll-free telephone option (877-630-6638). IPS provides after hours 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.

Potential Connectivity Issues

IPS has achieved excellent connectivity with the 140,000 currently deployed wireless devices across the United States. However, on occasion, we have discovered weak signal / dead zones and have escalation policies in place to address this with the carrier. While a communication failure with IPS equipment is very rare, in the event of such a communication failure, IPS has many tools at its disposal.

- Meter connectivity logs – to determine a repeatable issue that may be due to signal
- Signal Strength Analyzers – although meter communications are tested at the point of installation to identify any issues with connectivity, IPS can provide additional services.
- Meter Diagnostics – ability to force a meter to make a connection with the IPS back office. This resolves 99% of all connectivity issues. Training will be provided as part of our solution.

Incident prioritization IPS has a process for wireless coverage incident prioritization, including target response times. Five levels of priority are available within the IPS process for problem management and the logging of incidents reported by customers or detected by surveillance teams. Below is a summary of the priority levels and response times.

Priority Level	Targeted Response	Description
Priority 1	15 minutes	Affects more than 50% of user base
Priority 2	30 minutes	Affect significant proportion of user base (25%-50%)
Priority 3	1 hour	Affects a sizeable proportion of user base (0%-25%)
Priority 4	8 hours	Affecting multiple individual Customer end users and resulting in an intermittent, partial or total loss of one more services to these end users.
Priority 5	24 hours	Incident or problem affecting a single Customer end user and resulting in an intermittent, partial or total loss of one more services to that end user.

* After completion of initial diagnostics.

Chapter 4 | Implementation Plan

Implementation Plan

IPS will designate a Project Manager to be the single point of contact throughout the installation for the purpose of providing multi-space retrofits 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 a standard installation/implementation timeline. IPS will work with the City to meet their desired installation dates.

Task	Party	Target Timeline
Notice to Proceed (NTP)	City/IPS	<60 days
Public Outreach	City/IPS	Immediately
Define all Installation points	City/IPS	5-10 days
Complete Pay Station Configuration Data Sheets	City/IPS	10-20 days
Complete Credit Card Processing Information	City/IPS	20-30 days
Pay Station Programming Configuration Approved	City	20-30 days
Pay Station Locations Site Preparations	City/IPS	30-45 days
Pay Parking Solution Implementation/Pay Station Delivery, Installation & Testing	IPS	60-90 days
Training of City/Parking personnel (3-5) days	IPS	Prior to and during installation

Preparation

- City will provide all required pay station numbering, required credit card processing details, pay station operating configurations to ensure that the implementation runs as smoothly as possible.

Delivery of Product

- IPS guarantees delivery, installation of all pay stations and fully operational back-end system no later than 60-90 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. ***Any customization or modification to standard MSI/retrofit is subject to additional lead time.**
- City will provide shipping address and location such that pay stations or any other materials can be delivered and securely stored prior to installation. This should mean that pay stations 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 MS1/retrofits) for the install.
- IPS will ensure that pay stations 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 Berkeley's designated project manager, Steve Smeenge, 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 pay station pay station pay station pay station 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 PST.
- 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).

Installation and Testing:

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 pay stations) for the install. Below is a summary of the steps taken by IPS Group and respective City staff for the installation of the retrofits/new pay stations. Prior to installation, IPS will provide the City with an installation manual and user's guide, which can also be found 24/7/365 online through the City's DMS portal.

MS1 Pay Station Installation

Preparation

1. Prepare the foundation area of 2ft x 2ft x 2ft cube for the concrete foundation
2. (optional AC) Install mains feed if required
3. Place concrete fixtures in the hole as per instructions
4. Pour concrete and allow to set as per instructions

Installation

1. Remove lower cover of the pay station
2. Locate and align unit with concrete fixtures
3. Insert and fasten four bolts at four corners
4. (optional AC) Connect AC main power feed as required
5. Close and secure lower cover of the pay station

Software Commissioning

1. IPS customer support managers use customer specific configurations to program rates and display strings

Hardware Commissioning

1. Install and connect backup battery

2. Install printer paper
3. After a successful initialization and self-test, the pay station will communicate with the DMS to download its final configuration to complete installation
4. Test all modes of payment to ensure all configurations are correct before deploying the unit

IPS will ensure that pay stations 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.

Training

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 MS1 pay station 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 MS1 pay stations 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 pay station 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 – Berkeley, CA
Training Provided By	Local Field Service Technician

Training Subject: Pay Station Maintenance	
Element	Description
Subject Matter	To introduce maintenance and operational staff with basic MS1 use and operating features, including primary construction & disassembly, 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 – Berkeley, CA
Training Provided By	IPS Group Project Manager and Local Field Service Technician

Training Subject: Enforcement	
Element	Description
Subject Matter	Demonstrate how IPS pay stations are operated by a user as well as how to perform visual enforcement. Training will also demonstrate pay station 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

Comprehensive Support

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.

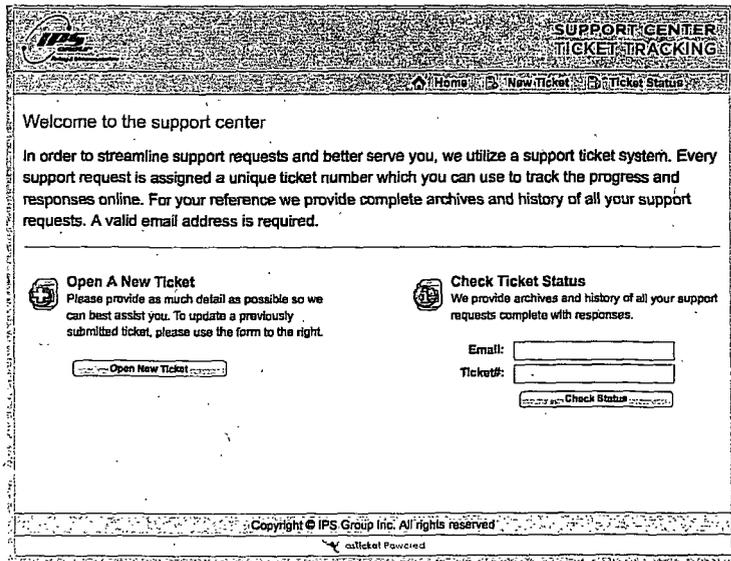
Help Desk & Ongoing Support: IPS will be providing telephone based help desk support services during standard business hours from 8am – 5pm PST and a toll-free telephone option (877-630-6638). Additionally, IPS provides after hours service in the case of emergency, weekends, after hours and holidays 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.

Shown right is a screenshot of the IPS Support Center Ticket Tracking portal. From here, customers can submit a ticket, check on the ticket status and manage their request.

On-Site Support: IPS will support the City with on-site project management, regional support, and technical support during the implementation phase of the contract.

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.

DMS Support: IPS will make available direct contact to IPS DMS support staff for reporting, programming, XML services, database services, etc.

Chapter 5 | Price Proposal

Capital Cost – MS1 Multi-Space Pay Station and Revolution Retrofit Kits

Capital Costs			
Product	Number of Units	Unit Price	Total
IPS Revolution Retrofit Kit – Pay-and-Display (Includes 12-month warranty, FOB San Diego, CA)	230	\$1,650.00	\$379,500.00
Shipping and Installation (per unit)	230	\$150.00	\$34,500.00
Additional 24 month warranty (per unit)	230	\$240.00	\$55,200.00
IPS Revolution Retrofit Kit – Pay-and-Display TOTAL	230	\$2,040.00	\$469,200.00
Product	Number of Units	Unit Price	Total
IPS MS1 Pay Station – Pay-and-Display (Includes 12-month warranty, FOB San Diego, CA)	10	\$5,250.00	\$52,500.00
Shipping and Installation (per unit)	10	\$300.00	\$3,000.00
Additional 24 month warranty (per unit)	10	\$240.00	\$2,400.00
IPS MS1 Pay Station – Pay-and-Display TOTAL	10	\$5,790.00	\$57,900.00
Optional Features for Retrofit Kit or MS1	Number of Units	Unit Price	Total
Additional warranty beyond 24 months (for each additional 12 month period)	-	\$240.00	-
Add for Pay-by-Space Keypad (optional)	-	\$75.00	-
Add for Pay-by-Plate Keypad (optional)	-	\$165.00	-
EMV Contact Card Reader	-	\$449.00	-
EMV Contactless Reader*	-	\$169.00	-
Medeco Locks	-	\$125.00	-

*Contactless option requires purchase of contact option.

Note: Price per pay station (per unit) is the total fixed price for the equipment. Additional ongoing costs associated with wireless services, management system access, and credit card fees 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 currently or in the future.

Optional Year 3-7 IPS Extended Machine and Parts Warranty

IPS Extended Warranty (years 3-7)	\$240.00/unit/year
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Note: On-Site Services A-La-Carte or On-Site Post Warranty Services (Hardware or Software) are \$150 per man-hour. Remote Software Warranty Services and 24/7 Hotline are at no additional cost.

IPS shall provide guaranteed component pricing for five (5) years inclusive of a maximum percentage increase not to exceed the published CPI index for all components following Contract Award.

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 above at no additional cost if another fee structure offered would be more beneficial to the customer. More details are provided below.

Multi-Space Pay Station Ongoing Fees

Ongoing Meter Data & Management System Fees		
Fee Type	Option 1	Option 2
Secure Wireless Gateway/Data Fee and Meter Management System Software License Fee	\$55.00	\$25.00
Secure Credit Card Payment Gateway Fee (per transaction)	Included*	\$0.13

Note: *Option 1 is currently unavailable for off-street pay stations

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 \$5.00 data charge per meter if based on a customer driven customization.

Annual Software Agreement	
On-Call/Hourly	Included
Included in Licensing Fee	N/A

IPS Group software customer support is included in 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

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Spare Parts Listing

Pay-station spare-parts description	MSI	Call Pay-Station Upgrade Kit
Card Reader Only	\$ 49.00	\$ 49.00
Card Reader Assy with PCBA	\$129.00	\$129.00
Coin Validator Assy	\$ 69.00	\$ 69.00
Bill Note Acceptor Assembly (with 600 note stacker)*	\$ 1,250.00	N/A
Additional 500 note stacker cartridge	\$350.00	N/A
Solar Panel Replacement Kit	\$500.00	N/A
Main Operating Board (with LCD and modem)	\$700.00	\$700.00
Main Operating Board (with modem, without LCD)	\$575.00	\$575.00
LCD Display Only (with armored glass)	\$125.00	\$125.00
Thermal Printer	\$615.00	\$615.00
4 Button Horizontal Keypad	\$ 69.00	\$ 69.00
4 Button Vertical Keypad	\$ 69.00	\$ 69.00
Pay-by-Space Keypad Assembly	\$165.00	\$165.00
Pay-by-Plate Alphanumeric Keypad Assembly	\$249.00	\$249.00
Battery 10Ah	\$ 99.00	\$ 99.00
Additional Large Coin Canister	\$199.00	N/A
Additional Small Coin Canister	\$ 75.00	N/A
Coin Shutter	\$199.00	\$199.00
Paper Rolls (sticky back) approx 2400 2.75" tickets (.004" thick)	\$ 29.50	\$ 29.50
Paper Rolls (standard) approx 2000 3" tickets (.0045" thick)	\$ 24.50	\$ 24.50
<i>Spare parts are FOB IPS Group Inc., San Diego, CA unless otherwise noted</i>		

IPS Limited Warranty

IPS Group, Inc. will provide a limited warranty for any new meter 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.

Additional Provisions:

- IPS must have the opportunity to assist in the initial deployment and system installation.
- Repair or replacement under warranty of any defective product or sub-component does not extend the warranty period for that product or sub-component.
- IPS will either repair or replace products, at our discretion, to replace parts that are found to be defective within the warranty period.
- Returns for credit will only apply once IPS has confirmed that defects were within the warranty period and are covered under the terms and conditions of the warranty provided.

Exclusions:

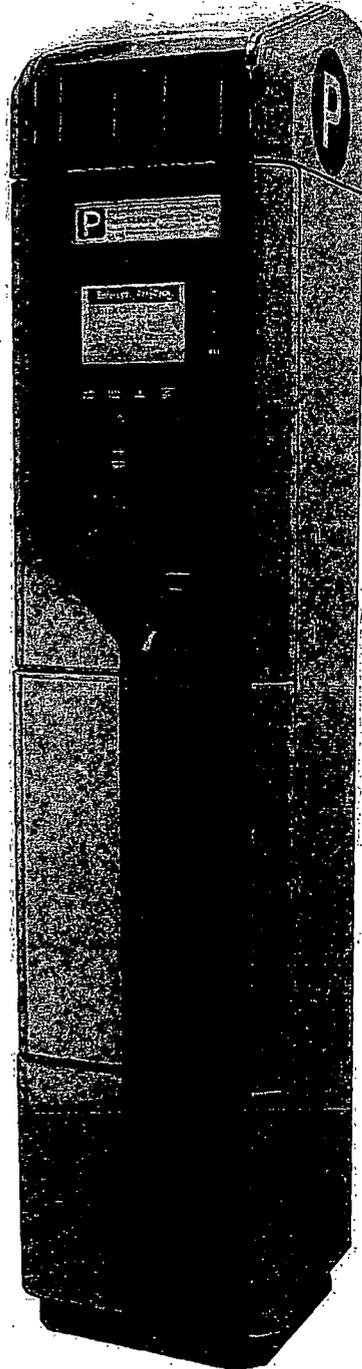
- Problems caused by faulty installation of replacement components or damage due to inadequate packaging for meter components returned for warranty repair.
- Warranty voided by use of non-IPS replacement parts, un-authorized alterations to the equipment (hardware or software).
- IPS does not cover defects 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.
- 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):

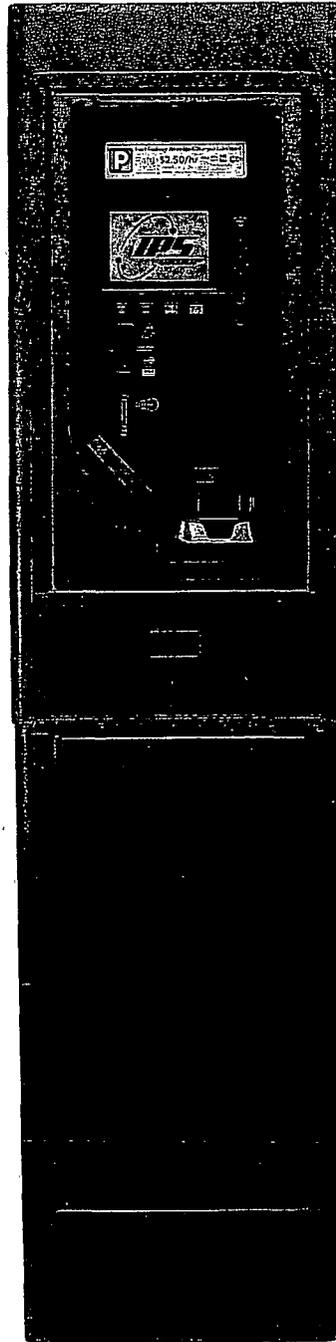
- Meters surfaces should be kept clean with mild soap and water
- The card reader heads (and Bill Note Reader, if applicable) should be cleaned with a cleaning card every 4-6 months to ensure optimum performance. Cleaning cards may be purchased from IPS.
- At 9-12 month increments, the coin validator and printer shall be visually inspected for any damage or debris. Compressed air may be used to keep the card reader, printer and coin acceptor clear of debris.
- Additional preventative maintenance shall be administered by City staff at such time as it is apparent to be necessary, even if it should occur on a more frequent basis than described herein.
- City, at their own cost and expense, shall keep the equipment in good repair, condition and working order after warranty expiration.

Chapter 6 | Contract Terminations

IPS Group, Inc. has never experienced termination for default or early termination on any contract in the past five (5) years.



Appendix A. | Required Forms



Appendix B.

Marketing/Public Relations

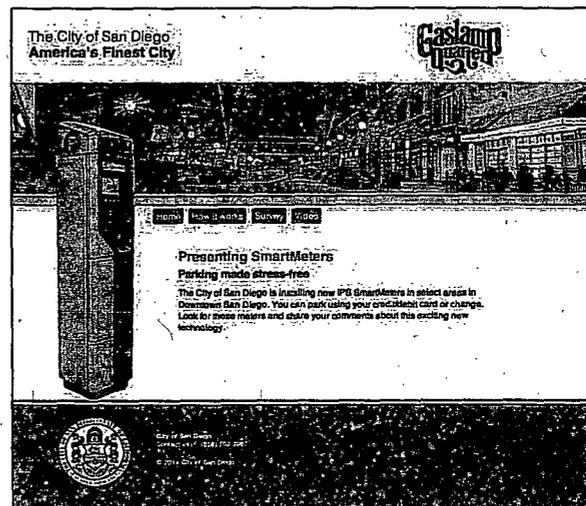
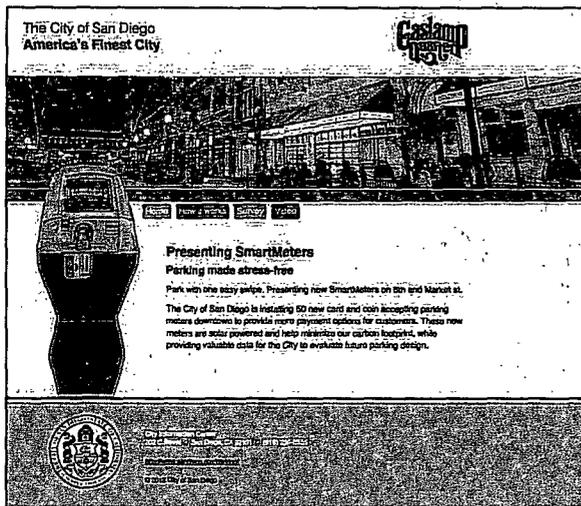
Tactics and Timeline: Upon award, IPS will work with the City of Berkeley to establish a more detailed outreach and awareness plan and timeline. Generally, however, the key components of the recommended activities include:

- **Targeted Outreach List:** IPS will work with the City to develop a list of targeted media outlets to distribute materials and share messaging with.
- **Collateral Materials Development:** Working with the City, we will develop collateral materials for public information including an informational flyer, customized website, Q&A document, how-to video, and other collateral materials as needed. An example of the MS1 Pay-by-Plate video can be seen here: <https://vimeo.com/99759830>
- **Business and Association Outreach:** IPS will assist in reaching out to local businesses, business associations, homeowners associations to work with them to share information on the new parking meters that they can distribute through email blasts, newsletters and their social media networks.

Social Media: This will be a cost effective way to reach a broad audience on a consistent level. We will work with Boone on messaging and tactics for reaching out to the City, Mayor, Council Members, to utilize their current network and followers on their Facebook and Twitter accounts to provide our targeted audiences key project information.

Customized Web Site: In order to help the City of Berkeley to introduce IPS Pay Stations to their parking public, IPS Group is offering the City a custom designed website for the public to:

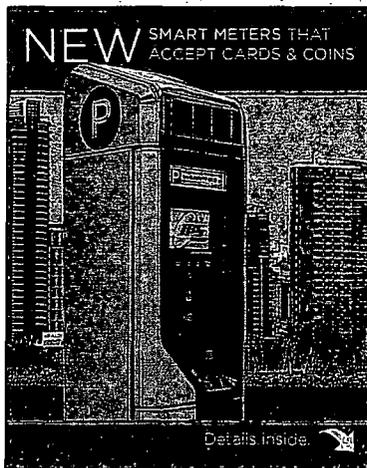
1. Learn how to use the parking meter through written directions and a how-to video tutorial
2. Answer questions through an online survey tool regarding their experience with the meter
3. Better understand why the change has been implemented



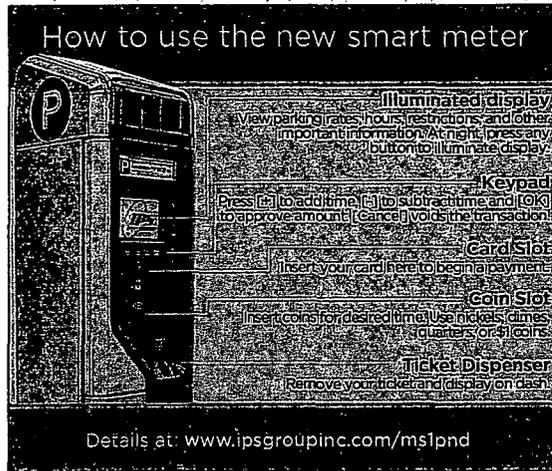
Customized Marketing Campaign and Materials for Berkeley: Formulating the right messaging and raising public awareness is a key element for the successful deployment of new parking initiatives. IPS will provide customized marketing and public awareness materials can be customized to the specific needs of the City's programs.

Design Collateral

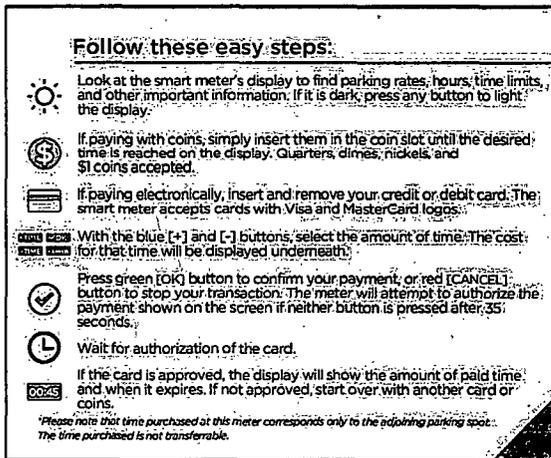
IPS Group will design posters, flyers, banners, and any other relevant print material for the City of Berkeley in order to assist with the public outreach initiative. Below you will find an example of a small trifold flyer that could be handed out by volunteers, police enforcement officers, and parking staff to hand out to motorists to inform them of the new machines. Also included is a how-to video with QR code, so motorists can watch the video on how-to-use the pay station from any internet enabled device, including mobile phones.



Front trifold cover



Inside left trifold



Inside right trifold



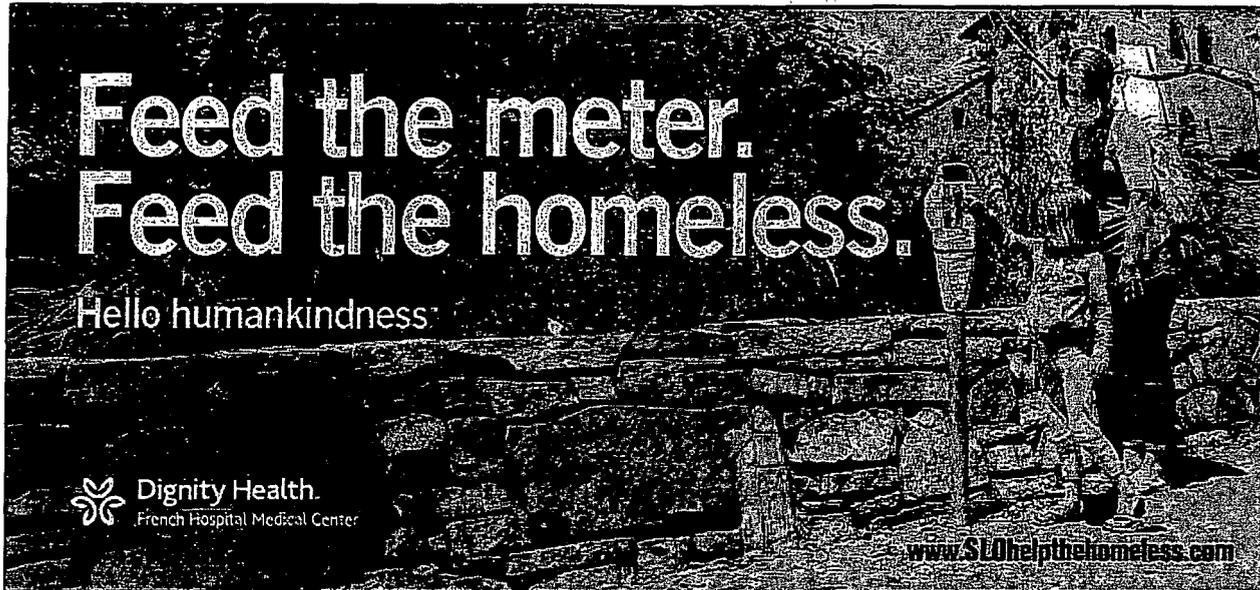
Back cover trifold



Back middle cover

Continued Support: Marketing and public relations support will continue throughout the life of the contact with the City of Berkeley.

Corporate Social Responsibility



IPS Group, Inc. believes very strongly in making a positive impact in the world, and that includes making a difference to our cities' employees, community and constituents. With a focus on the triple bottom line (people, planet, and profit), IPS is ensuring that we remain mindful of the public's interest. As IPS achieves rapid growth, it is our goal to include the public's interest with our success.

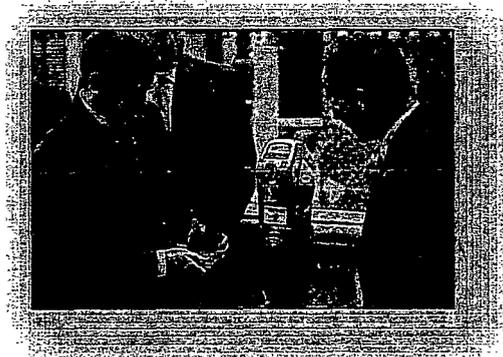
To that end, IPS has woven a corporate social responsibility (CSR) goal into our mission statement. IPS is committed to offering our customers a public-private partnership as a means of giving back to the community through the profit of our parking meters. This approach is customized for each City.

Currently IPS Group has (or is in progress) partnered with the following Cities to offer donations for their preferred charitable programs:

- City of Denver, CO
- City of San Diego, CA
- City of , San Luis Obispo, CA
- City of Pasadena, CA

Upon bid award, IPS Group would be happy to work with the City of Berkeley to help fund their selected local charity by providing IPS meters to take donations at City designated location(s). The program garners widespread public support and offers the City a way to give back to the local community. Additional public relations and marketing support will be provided by IPS Group.

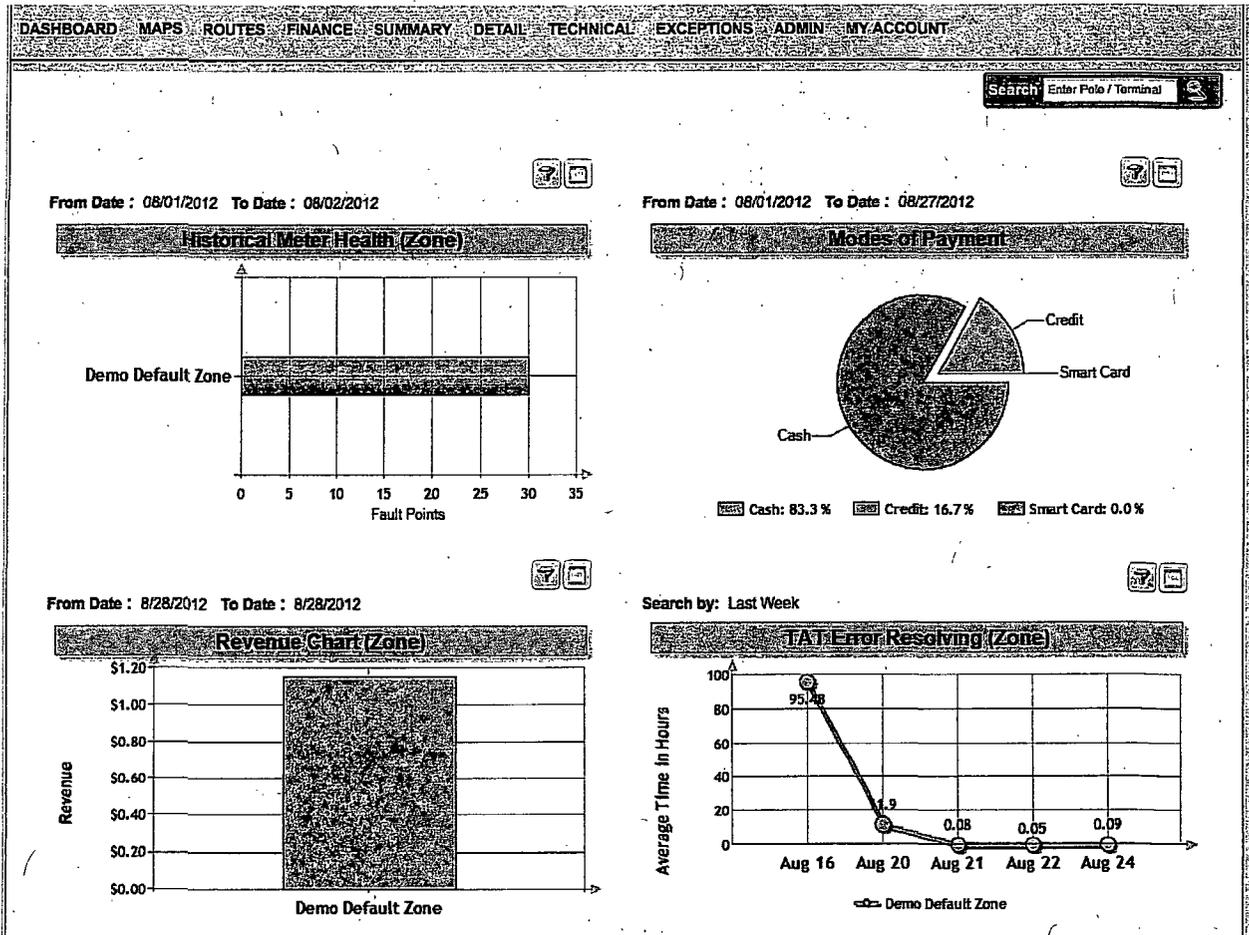
**IPS has recently won the prestigious *Vic Kops Humanitarian Award* for the donation of meters for the City of San Diego's *Movin' Home* campaign to end homelessness. We are very humbled and proud of this honor and hope to replicate the program in the City of Berkeley.



Sample Reports Available Through DMS (confidential and copyrighted content)

Homepage

DMS Dashboard
(For example only)

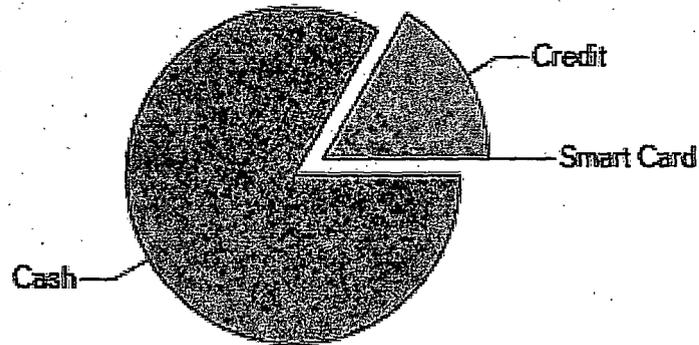


**DMS Dashboard Modes of Payment
(For example only)**



From Date : 08/01/2012 To Date : 08/27/2012

Modes of Payment



Cash: 83.3 % Credit: 16.7 % Smart Card: 0.0 %

Monthly Billing Reconciliation

The monthly billing reconciliation demonstrates monthly billing information such as credit card transaction date and settlement date.

Home - Finance - Monthly Billing Reconciliation Enter Pole / Terminal

Zone: Demo Default Zone Area: Emily's Zone Sub Area: Koonsville

From Date: 12/01/2012 From Time: 00:00 To Date: 12/31/2012 To Time: 23:59

Records per page: 100

Zone	Area	Sub Area	Pole	Terminal	Start Date	Start Time	Settlement Date	Transaction Date	Amount	Credit Card Auth Code	Transaction Reference
Demo Default Zone	Emily's Zone	Koonsville	Emily's Pole	0200011	12/05/2012	01:33:01 PM	12/05/2012 01:33:00 PM	12/05/2012 01:33:00 PM	0.50	358547	000020001120121205133226
Demo Default Zone	Emily's Zone	Koonsville	Emily's Pole	0200011	12/05/2012	02:33:54 PM	12/05/2012 02:33:53 PM	12/05/2012 02:33:53 PM	0.75	424182	000020001120121205143339
Demo Default Zone	Emily's Zone	Koonsville	Emily's Pole	0200011	12/06/2012	04:45:20 AM	12/06/2012 04:47:04 AM	12/06/2012 04:46:58 AM	0.25	416735	297353868

Page 1 of 1 (3 items)

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.

Home - Finance - Monthly Billing Report Enter Pole / Terminal

Year: 2012 Month: December

Records per page: 100

Item	Quantity	Unit Cost (\$)	Cost (\$)
Credit Cards Settled	6	\$0.00	\$0.00
Secure Gateway Fee	65	\$0.00	\$0.00
Management System Fee	65	\$0.00	\$0.00
TOTAL BILLED:			\$0.00

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.

The screenshot shows the IPS GROUP software interface. At the top left is the IPS GROUP logo. At the top right is a user profile box for Nicole Ybarra, with the text 'Welcome, Nicole Ybarra Logout', 'Last Login: 06/25/2014 02:10:01', and 'Customer:'. Below the navigation menu, there are filters for Year (2014) and Month (Jun), and a Collection Date dropdown set to 06/25/2014. A search bar is also present. The main data table has columns for Collection Date, Meter ID, and coin denominations: \$0.01, \$0.05, \$0.10, \$0.25, and \$1.00. It also includes columns for Coin Total, Total Revenue, Unrecovered, and Revenue. The table shows data for several collection dates in June 2014, with meter IDs 2440, 2443, 2444, 2443, and 2442. The bottom of the interface shows social media icons for Facebook, Twitter, LinkedIn, and YouTube.

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.

Home - Finance - Coin Collection Summary Enter Pole / Terminal

From Date: 05/18/2013 To Date: 05/18/2013

Records per page: 100

Zone	0.05	0.10	0.25	1.00	Total	Revenue	Unrecognized	Invalid
Alameda District Zone	22,879	278,548	432,308	1,590,259	7,843	179		

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

Records per page: 10

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	48	0	61	13.26	0	0.01
722-22050	07:21:57	7	34	39	0	80	13.50	0	0.00
722-22030	07:21:47	24	29	74	5	132	27.60	0	0.00
722-22010	07:21:35	2	9	22	0	34	6.51	0	0.01
722-21270	07:36:25	2	0	4	0	6	1.10	0	0.00
722-21250	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
722-21180	07:36:02	22	22	58	0	102	17.80	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	\$ 140.55	0	\$ 0.10
Grand Total		2,202	3,596	13,409	80	19,438	\$ 3,503.46	2	\$ 1.11

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%.

	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec
Revenue	341	340	340	340	340	340	340	340	340	340	340	340
Net Cash	\$48,178.30	\$41,814.10	\$47,989.70	\$51,180.20	\$50,520.00	\$44,711.60	\$44,122.50	\$48,699.00	\$42,539.80	\$49,290.00	\$41,897.80	\$43,900.00
Net Credit	\$15,444.00	\$14,781.25	\$16,377.50	\$17,890.75	\$18,678.75	\$13,721.75	\$15,123.50	\$14,738.00	\$14,737.00	\$16,851.75	\$14,922.50	\$14,900.25
Net Total	\$63,622.30	\$56,595.35	\$64,367.20	\$69,070.95	\$69,198.75	\$58,433.35	\$59,246.00	\$63,437.00	\$57,276.80	\$66,141.75	\$56,820.30	\$58,800.25
Cash %	75%	76%	75%	74%	74%	76%	76%	74%	75%	74%	75%	76%
Credit %	25%	25%	25%	26%	26%	24%	24%	26%	25%	26%	25%	24%
Net Cash/Total	\$48,178.30	\$41,814.10	\$47,989.70	\$51,180.20	\$50,520.00	\$44,711.60	\$44,122.50	\$48,699.00	\$42,539.80	\$49,290.00	\$41,897.80	\$43,900.00
Net Credit/Total	\$15,444.00	\$14,781.25	\$16,377.50	\$17,890.75	\$18,678.75	\$13,721.75	\$15,123.50	\$14,738.00	\$14,737.00	\$16,851.75	\$14,922.50	\$14,900.25
Net Total/Total	\$63,622.30	\$56,595.35	\$64,367.20	\$69,070.95	\$69,198.75	\$58,433.35	\$59,246.00	\$63,437.00	\$57,276.80	\$66,141.75	\$56,820.30	\$58,800.25
Net Cash/Net Total	75%	76%	75%	74%	74%	76%	76%	74%	75%	74%	75%	76%
Net Credit/Net Total	25%	25%	25%	26%	26%	24%	24%	26%	25%	26%	25%	24%
Net Total/Net Total	100%	100%	100%	100%	100%	100%	100%	100%	100%	100%	100%	100%

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.

Home - Summary - Monthly Statistics Enhanced Enter Park / Transfer

Year: 2015

SEARCH

Category	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Total
REVENUE TRANSACTIONS													
Electricity	65	64	65	64	65	65	0	0	0	0	0	0	0
Water	64	64	64	64	64	64	0	0	0	0	0	0	0
Gas	67,338.15	68,845.87	68,204.25	67,752.80	68,394.40	69,841.25							
Other	18,395.50	18,678.50	21,841.50	20,697.00	22,828.00	20,048.50							
NON-REVENUE TRANSACTIONS													
Electricity	0.00	0.00	0.00	0.00	0.00	0.00							
Water	0.00	0.00	0.00	0.00	0.00	0.00							
Gas	0.00	0.00	0.00	0.00	0.00	0.00							
OPERATIONAL STATISTICS													
Electricity	415	194	48	15	763	358	0	0	0	0	0	0	0
Water	110	4	11	11	11	11	0	0	0	0	0	0	0
Gas	99.90	99.84	99.86	100.00	99.76	98.82							
Other	3	0	0	1	0	2	0	0	0	0	0	0	0

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%).

Home - Exception - Coin Box Exception Enter Pole / Terminal

Export Records per page 10

Zone	Area	Subarea	Pole/Serial	# Coins	\$ Value	Last Collection Date	Last Collection Time	\$ Capacity	% Full
Default Zone				4	241.65	11/12/2012	01:32:00 PM	7	8
Default Zone					140.87	12/22/2012	08:18:30 AM	7	8
Default Zone				4	102.06	12/27/2012	07:43:01 AM	7	8
Default Zone					74.75	12/22/2012	09:15:22 AM	7	8
Default Zone				4	88.18	12/24/2012	07:44:59 AM	7	8
Default Zone					63.68	12/22/2012	09:14:23 AM	7	8
Default Zone				4	60.82	12/21/2012	09:24:52 AM	7	8
Default Zone					58.45	12/07/2012	10:08:46 AM	7	8
Default Zone				4	50.65	12/21/2012	09:23:28 AM	7	8
Default Zone					50.60	12/22/2012	09:28:27 AM	7	8

Page 1 of 577 (576 items)

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.

Home - Details - Pole Transaction Detail Enter Pole / Terminal

Zone: (Default) Data Zone 1 Area: (Default) Subarea: (Default) Pole: (Default)

From Date: 11/06/2012 From Time: (00:00) (00:00)

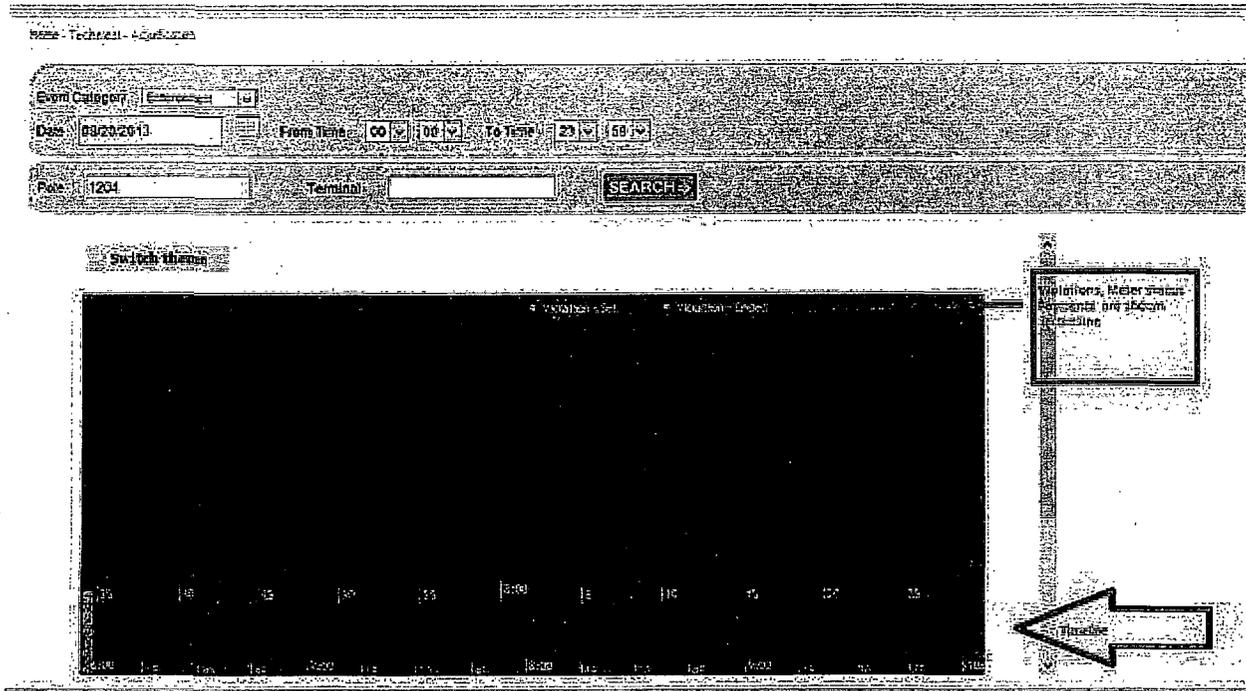
To Date: 04/09/2013 To Time: (23:59) (00:00)

Export Records per page 10

Date	Time	Transaction Type	Cash (\$)	Credit (\$)	Card (\$)	Total (\$)	Start Balance	Total Balance	Starting End Time	Details
01/08/2013	04:48:39 PM	Credit Card	0.00	4.00	4.00	4.00	01:20:00	01:20:00	18:08:39	Details
01/08/2013	11:42:40 AM	Coin	2.25	0.00	2.25	2.25	00:45:00	00:45:00	12:27:40	Details
01/07/2013	03:46:24 PM	Credit Card	0.00	4.00	4.00	4.00	01:30:00	01:30:00	17:08:24	Details
01/07/2013	01:57:01 PM	Coin	1.50	0.00	1.50	1.50	00:30:00	00:30:00	14:27:01	Details
01/07/2013	01:23:43 PM	Coin	0.55	0.00	0.55	0.55	00:11:00	00:20:12	13:43:55	Details
01/07/2013	01:22:55 PM	Coin	0.50	0.00	0.50	0.50	00:10:00	01:10:00	13:22:55	Details
01/07/2013	11:25:29 AM	Debit Card	0.00	0.00	0.00	0.00	00:00:00	00:00:00	11:25:29	Details
01/07/2013	08:29:43 AM	Coin	0.25	0.00	0.25	0.25	00:05:15	00:05:15	09:05:01	Details
01/06/2013	04:28:38 PM	Coin	0.55	0.00	0.55	0.55	00:11:00	01:14:28	18:18:08	Details
01/06/2013	03:04:32 PM	Credit Card	0.00	7.50	7.50	7.50	00:30:00	03:00:13	18:05:00	Details
Total			5.35	8.00	13.35	13.35				

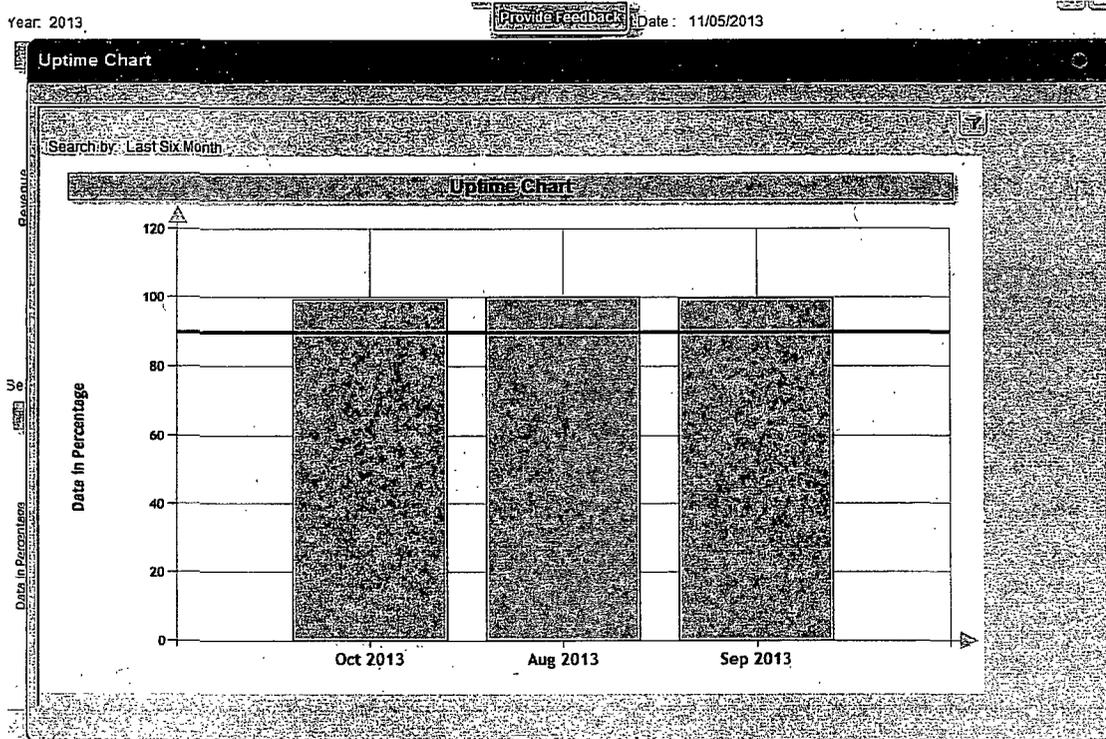
Page 1 of 44 (43 items)

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

NON-DISCRIMINATION/WORKFORCE COMPOSITION FORM FOR NON-CONSTRUCTION CONTRACTS

To assist the City of Berkeley in implementing its Non-Discrimination policy, it is requested that you furnish information regarding your personnel as requested below and return it to the City Department handling your contract:

Organization: IPS Group Inc.
Address: 5601 Oberlin Drive, Suite 100, San Diego, CA 92121
Business Lic. #: 1100048082

Occupational Category: (See reverse side for explanation of terms)	Total Employees		White Employees		Black Employees		Asian Employees		Hispanic Employees		Other Employees	
	Female	Male	Female	Male	Female	Male	Female	Male	Female	Male	Female	Male
Official/Administrators	1	12	1	10				1				1
Professionals	7	21	3	13			3	8	1			
Technicians	2	18		4		1	1	7	1	6		
Protective Service Workers												
Para-Professionals												
Office/Clerical	3	1	1	1					1		1	
Skilled Craft Workers		4		1				2		1		
Service/Maintenance												
Other (specify) Laborers	8	27				1	7	23	1	3		
Totals:	21	83	5	29		2	11	41	4	10	1	1

Is your business MBE/WBE/DBE certified? Yes No If yes, by what agency? _____

If yes, please specify: Male: _____ Female: _____ Indicate ethnic identifications: _____

Do you have a Non-Discrimination policy? Yes: No:

Signed: *Pamela de la Torre* Date: 3/16/2015

Verified by: _____ Date: _____

City of Berkeley Contract Compliance Officer

Occupational Categories

Officials and Administrators - Occupations in which employees set broad policies, exercise overall responsibility for execution of these policies, or provide specialized consultation on a regional, district or area basis. Includes: department heads, bureau chiefs, division chiefs, directors, deputy superintendents, unit supervisors and kindred workers.

Professionals - Occupations that require specialized and theoretical knowledge that is usually acquired through college training or through work experience and other training that provides comparable knowledge. Includes: personnel and labor relations workers, social workers, doctors, psychologists, registered nurses, economists, dietitians, lawyers, systems analysts, accountants, engineers, employment and vocational rehabilitation counselors, teachers or instructors, and kindred workers.

Technicians - Occupations that require a combination of basic scientific or technical knowledge and manual skill that can be obtained through specialized post-secondary school education or through equivalent on-the-job training. Includes: computer programmers and operators, technical illustrators, highway technicians, technicians (medical, dental, electronic, physical sciences) and kindred workers.

Protective Service Workers - Occupations in which workers are entrusted with public safety, security and protection from destructive forces. Includes: police officers, fire fighters, guards, sheriffs, bailiffs, correctional officers, detectives, marshals, harbor patrol officers, and kindred workers.

Para-Professionals - Occupations in which workers perform some of the duties of a professional or technician in a supportive role, which usually requires less formal training and/or experience normally required for professional or technical status. Such positions may fall within an identified pattern of a staff development and promotion under a "New Transporters" concept. Includes: library assistants, research assistants, medical aides, child support workers, police auxiliary, welfare service aides, recreation assistants, homemaker aides, home health aides, and kindred workers.

Office and Clerical - Occupations in which workers are responsible for internal and external communication, recording and retrieval of data and/or information and other paperwork required in an office. Includes: bookkeepers, messengers, office machine operators, clerk-typists, stenographers, court transcribers, hearings reporters, statistical clerks, dispatchers, license distributors, payroll clerks, and kindred workers.

Skilled Craft Workers - Occupations in which workers perform jobs which require special manual skill and a thorough and comprehensive knowledge of the processes involved in the work which is acquired through on-the-job training and experience or through apprenticeship or other formal training programs. Includes: mechanics and repairpersons, electricians, heavy equipment operators, stationary engineers, skilled machining occupations, carpenters, compositors and typesetters, and kindred workers.

Service/Maintenance - Occupations in which workers perform duties which result in or contribute to the comfort, convenience, hygiene or safety of the general public or which contribute to the upkeep and care of buildings, facilities or grounds of public property. Workers in this group may operate machinery. Includes: chauffeurs, laundry and dry cleaning operatives, truck drivers, bus drivers, garage laborers, custodial personnel, gardeners and groundskeepers, refuse collectors, and construction laborers.

CITY OF BERKELEY
Nuclear Free Zone Disclosure Form

I (we) certify that:

1. I am (we are) fully cognizant of any and all contracts held, products made or otherwise handled by this business entity, and of any such that are anticipated to be entered into, produced or handled for the duration of its contract(s) with the City of Berkeley. (To this end, more than one individual may sign this disclosure form, if a description of which type of contracts each individual is cognizant is attached.)
2. I (we) understand that Section 12.90.070 of the Nuclear Free Berkeley Act (Berkeley Municipal Code Ch. 12.90; Ordinance No. 5784-N.S.) prohibits the City of Berkeley from contracting with any person or business that knowingly engages in work for nuclear weapons.
3. I (we) understand the meaning of the following terms as set forth in Berkeley Municipal Code Section 12.90.130:

"Work for nuclear weapons" is any work the purpose of which is the development, testing, production, maintenance or storage of nuclear weapons or the components of nuclear weapons; or any secret or classified research or evaluation of nuclear weapons; or any operation, management or administration of such work.

"Nuclear weapon" is any device, the intended explosion of which results from the energy released by reactions involving atomic nuclei, either fission or fusion or both. This definition of nuclear weapons includes the means of transporting, guiding, propelling or triggering the weapon if and only if such means is destroyed or rendered useless in the normal propelling, triggering, or detonation of the weapon.

"Component of a nuclear weapon" is any device, radioactive or non-radioactive, the primary intended function of which is to contribute to the operation of a nuclear weapon (or be a part of a nuclear weapon).

4. Neither this business entity nor its parent nor any of its subsidiaries engages in work for nuclear weapons or anticipates entering into such work for the duration of its contract(s) with the City of Berkeley.

Based on the foregoing, the undersigned declares under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

Printed Name: Chad Randall Title: Chief Operating Officer

Signature:  Date: March 27, 2015

Business Entity: IPS Group, Inc.

Contract Description/Specification No: **Multi Space Parking Meter Replacement 15-10917-C Attachment C**

CITY OF BERKELEY
Oppressive States Compliance Statement

The undersigned, an authorized agent of IPS Group, Inc. (hereafter "Vendor"), has had an opportunity to review the requirements of Berkeley City Council Resolution No. 59,853-N.S. (hereafter "Resolution"). Vendor understands and agrees that the City may choose with whom it will maintain business relations and may refrain from contracting with those Business Entities which maintain business relationships with morally repugnant regimes. Vendor understands the meaning of the following terms used in the Resolution:

"Business Entity" means "any individual, firm, partnership, corporation, association or any other commercial organization, including parent-entities and wholly-owned subsidiaries" (to the extent that their operations are related to the purpose of the contract with the City).

"Oppressive State" means: **Tibet Autonomous Region and the Provinces of Abo, Kham and U-Tsang**

"Personal Services" means "the performance of any work or labor and shall also include acting as an independent contractor or providing any consulting advice or assistance, or otherwise acting as an agent pursuant to a contractual relationship."

Contractor understands that it is not eligible to receive or retain a City contract if at the time the contract is executed, or at any time during the term of the contract it provides Personal Services to:

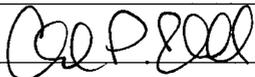
- a. The governing regime in any Oppressive State.
- b. Any business or corporation organized under the authority of the governing regime of any Oppressive State.
- c. Any person for the express purpose of assisting in business operations or trading with any public or private entity located in any Oppressive State.

Vendor further understands and agrees that Vendor's failure to comply with the Resolution shall constitute a default of the contract and the City Manager may terminate the contract and bar Vendor from bidding on future contracts with the City for five (5) years from the effective date of the contract termination.

The undersigned is familiar with, or has made a reasonable effort to become familiar with, Vendor's business structure and the geographic extent of its operations. By executing the Statement, Vendor certifies that it complies with the requirements of the Resolution and that if any time during the term of the contract it ceases to comply, Vendor will promptly notify the City Manager in writing.

Based on the foregoing, the undersigned declares under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

Printed Name: Chad Randall Title: Chief Operating Officer

Signature:  Date: March 27, 2015

Business Entity: IPS Group, Inc.

Contract Description/Specification No.: **Multi Space Parking Meter Replacement 15-10917-C**

I am unable to execute this Statement; however, Vendor is exempt under Section VII of the Resolution. I have attached a separate statement explaining the reason(s) Vendor cannot comply and the basis for any requested exemption.

Signature: _____ Date: _____

CITY OF BERKELEY
Living Wage Certification for Providers of Services

TO BE COMPLETED BY ALL PERSONS OR ENTITIES ENGAGING IN A CONTRACT FOR PERSONAL SERVICES WITH THE CITY OF BERKELEY.

The Berkeley Municipal Code Chapter 13.27, Berkeley's Living Wage Ordinance (LWO), provides that contractors who engage in a specified amount of business with the City (except where specifically exempted) under contracts which furnish services to or for the City in any twelve (12) month period of time shall comply with all provisions of this Ordinance. The LWO requires a City contractor to provide City mandated minimum compensation to all eligible employees, as defined in the Ordinance. In order to determine whether this contract is subject to the terms of the LWO, please respond to the questions below. Please note that the LWO applies to those contracts where the contractor has achieved a cumulative dollar contracting amount with the City. Therefore, even if the LWO is inapplicable to this contract, subsequent contracts may be subject to compliance with the LWO. Furthermore, the contract may become subject to the LWO if the status of the Contractor's employees change (i.e. additional employees are hired) so that Contractor falls within the scope of the Ordinance.

Section I.

1. IF YOU ARE A FOR-PROFIT BUSINESS, PLEASE ANSWER THE FOLLOWING QUESTIONS

a. During the previous twelve (12) months, have you entered into contracts, including the present contract, bid, or proposal, with the City of Berkeley for a cumulative amount of \$25,000.00 or more?
YES X NO

If no, this contract is NOT subject to the requirements of the LWO, and you may continue to Section II. If yes, please continue to question 1(b).

b. Do you have six (6) or more employees, including part-time and stipend workers?
YES X NO

If you have answered, "YES" to questions 1(a) and 1(b) this contract IS subject to the LWO. If you responded "NO" to 1(b) this contract IS NOT subject to the LWO. Please continue to Section II.

2. IF YOU ARE A NON-PROFIT BUSINESS, AS DEFINED BY SECTION 501(C) OF THE INTERNAL REVENUE CODE OF 1954, PLEASE ANSWER THE FOLLOWING QUESTIONS.

a. During the previous twelve (12) months, have you entered into contracts, including the present contract, bid or proposal, with the City of Berkeley for a cumulative amount of \$100,000.00 or more?
YES NO

If no, this Contract is NOT subject to the requirements of the LWO, and you may continue to Section II. If yes, please continue to question 2(b).

b. Do you have six (6) or more employees, including part-time and stipend workers?
YES NO

If you have answered, "YES" to questions 2(a) and 2(b) this contract IS subject to the LWO. If you responded "NO" to 2(b) this contract IS NOT subject to the LWO. Please continue to Section II.

Section II

Please read, complete, and sign the following:

THIS CONTRACT IS SUBJECT TO THE LIVING WAGE ORDINANCE.
THIS CONTRACT IS NOT SUBJECT TO THE LIVING WAGE ORDINANCE.

Attachment E

The undersigned, on behalf of himself or herself individually and on behalf of his or her business or organization, hereby certifies that he or she is fully aware of Berkeley's Living Wage Ordinance, and the applicability of the Living Wage Ordinance, and the applicability of the subject contract, as determined herein. The undersigned further agrees to be bound by all of the terms of the Living Wage Ordinance, as mandated in the Berkeley Municipal Code, Chapter 13.27. If, at any time during the term of the contract, the answers to the questions posed herein change so that Contractor would be subject to the LWO, Contractor will promptly notify the City Manager in writing. Contractor further understands and agrees that the failure to comply with the LWO, this certification, or the terms of the Contract as it applies to the LWO, shall constitute a default of the Contract and the City Manager may terminate the contract and bar Contractor from future contracts with the City for five (5) years from the effective date of the Contract termination. If the contractor is a for-profit business and the LWO is applicable to this contract, the contractor must pay a living wage to all employees who spend 25% or more of their compensated time engaged in work directly related to the contract with the City. If the contractor is a non-profit business and the LWO is applicable to this contract, the contractor must pay a living wage to all employees who spend 50% or more of their compensated time engaged in work directly related to the contract with the City.

These statements are made under penalty of perjury under the laws of the state of California.

Printed Name: Chad Randall Title: Chief Operating Officer

Signature:  Date: March 27, 2015

Business Entity: IPS Group, Inc.

Contract Description/Specification No: **Multi Space Parking Meter Replacement 15-10917-C**
Section III

• **** FOR ADMINISTRATIVE USE ONLY -- PLEASE PRINT CLEARLY ****

I have reviewed this Living Wage Certification form, in addition to verifying Contractor's total dollar amount contract commitments with the City in the past twelve (12) months, and determined that this Contract IS / IS NOT (circle one) subject to Berkeley's Living Wage Ordinance.

Public Works
Department Name

Kent Morin
Department Representative

To be completed by
Contractor/Vendor



**Form EBO-1
CITY OF BERKELEY**

CERTIFICATION OF COMPLIANCE WITH EQUAL BENEFITS ORDINANCE

If you are a **contractor**, return this form to the originating department/project manager. If you are a **vendor** (supplier of goods), return this form to the Purchasing Division of the Finance Dept.

SECTION 1. CONTRACTOR/VENDOR INFORMATION

Name: IPS Group, Inc.		Vendor No.:	
Address: 5601 Oberlin Drive	City: San Diego	State: CA	ZIP: 92121
Contact Person: Chad Randall		Telephone: 858.404.0603	
E-mail Address: chad.randall@ipsgroupinc.com		Fax No.: 858.408.3352	

SECTION 2. COMPLIANCE QUESTIONS

- A. The EBO is inapplicable to this contract because the contractor/vendor has no employees.
 Yes No (If "Yes," proceed to Section 5; if "No," continue to the next question.)
- B. Does your company provide (or make available at the employees' expense) any employee benefits?
 Yes No
If "Yes," continue to Question C.
If "No," proceed to Section 5. (The EBO is not applicable to you.)
- C. Does your company provide (or make available at the employees' expense) any benefits to the spouse of an employee? Yes No
- D. Does your company provide (or make available at the employees' expense) any benefits to the domestic partner of an employee? Yes No

If you answered "No" to both Questions C and D, proceed to Section 5. (The EBO is not applicable to this contract.) If you answered "Yes" to both Questions C and D, please continue to Question E. If you answered "Yes" to Question C and "No" to Question D, please continue to Section 3.

- E. Are the benefits that are available to the spouse of an employee identical to the benefits that are available to the domestic partner of the employee? Yes No

**If you answered "Yes," proceed to Section 4. (You are in compliance with the EBO.)
If you answered "No," continue to Section 3.**

SECTION 3. PROVISIONAL COMPLIANCE

- A. Contractor/vendor is not in compliance with the EBO now but will comply by the following date:
 - By the first effective date after the first open enrollment process following the contract start date, not to exceed two years, if the Contractor submits evidence of taking reasonable measures to comply with the EBO; or
 - At such time that administrative steps can be taken to incorporate nondiscrimination in benefits in the Contractor's infrastructure, not to exceed three months; or
 - Upon expiration of the contractor's current collective bargaining agreement(s).

B. If you have taken all reasonable measures to comply with the EBO but are unable to do so, do you agree to provide employees with a cash equivalent?* Yes No

* The cash equivalent is the amount of money your company pays for spousal benefits that are unavailable for domestic partners.

SECTION 4. REQUIRED DOCUMENTATION

At time of issuance of purchase order or contract award, you may be required by the City to provide documentation (copy of employee handbook, eligibility statement from your plans, insurance provider statements, etc.) to verify that you do not discriminate in the provision of benefits.

SECTION 5. CERTIFICATION

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct and that I am authorized to bind this entity contractually. By signing this certification, I further agree to comply with all additional obligations of the Equal Benefits Ordinance that are set forth in the Berkeley Municipal Code and in the terms of the contract or purchase order with the City.

Executed this 27 day of March, in the year 2015, at San Diego, CA
(City)

Chad Randall
Name (please print)
Chief Operating Officer
Title

[Signature]
Signature
[Redacted]
Federal ID or Social Security Number

FOR CITY OF BERKELEY USE ONLY

Non-Compliant (The City may not do business with this contractor/vendor)
 One-Person Contractor/Vendor Full Compliance Reasonable Measures
 Provisional Compliance Category, Full Compliance by Date: _____
Staff Name (Sign and Print): [Signature] Date: 11-4-15
Kate Moran

Attachment F

CITY OF BERKELEY
Right to Audit Form

The contractor agrees that pursuant to Section 61 of the Berkeley City Charter, the City Auditor's office may conduct an audit of Contractor's financial, performance and compliance records maintained in connection with the operations and services performed under this contract.

In the event of such audit, Contractor agrees to provide the Auditor with reasonable access to Contractor's employees and make all such financial, performance and compliance records available to the Auditor's office. City agrees to provide Contractor an opportunity to discuss and respond to/any findings before a final audit report is filed.

Signed: Chad P. Randall Date: March 27, 2015

Print Name & Title: Chad Randall, Chief Operating Officer

Company: IPS Group, Inc.

Contract Description/Specification No: **Multi Space Parking Meter Replacement 15-10917-C**

Please direct questions regarding this form to the Auditor's Office, at (510) 981-6750.

Attachment G



CERTIFICATE OF LIABILITY INSURANCE

EXHIBIT 1

3/19/2016

DATE (MM/DD/YYYY)
3/11/2015

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	
	INSURER A : National Fire Insurance Co of Hartford	NAIC # 20478
	INSURER B : American Casualty Company of Reading, PA	20427
	INSURER C : Continental Casualty Company	20443
	INSURER D : Indian Harbor Insurance Company	36940
	INSURER E :	
	INSURER F :	

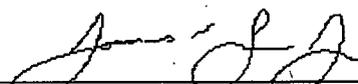
INSURED
1377909 IPS Group, Inc.
5601 Oberlin Drive, Ste. 100
San Diego CA 92121

COVERAGES IPSGR01 CERTIFICATE NUMBER: 12814003 REVISION NUMBER: XXXXXXXX

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	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR	Y	N	4034952942	3/19/2015	3/19/2016	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
	GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC <input type="checkbox"/> OTHER						\$
B	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS	N	N	6013847872	3/19/2015	3/19/2016	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ XXXXXXXX BODILY INJURY (Per accident) \$ XXXXXXXX PROPERTY DAMAGE (Per accident) \$ XXXXXXXX
C	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$10,000	N	N	4034952990	3/19/2015	3/19/2016	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000 \$ XXXXXXXX
B B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N <input checked="" type="checkbox"/> N	N/A	5093308451 (CA) 5093308496 (AOS)	3/19/2015 3/19/2015	3/19/2016 3/19/2016	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> 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
D	Tech E&0 / Network / Privacy / Media	N	N	MTP9032003	3/19/2015	3/19/2016	Each Occ. 5,000,000; Agg.: 5,000,000; Ded.: 100,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
RE: Single Space Parking Meter & Management System, Contract #8841/CMS#DL2FT. Certificate Holder is an Additional Insured to the extent provided by the policy language or endorsement issued or approved by the insurance carrier.

CERTIFICATE HOLDER	CANCELLATION See Attachment
<p>12814003</p> <p>City of Berkeley, its officers agents, volunteers & employees Public Works Admin, CMS#RW6RS 2180 Milvia Street., 3rd floor Berkeley CA 94704</p>	<p>SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.</p> <p>AUTHORIZED REPRESENTATIVE</p> 

CNA

G-144294-C99
(Ed. 12/06)**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 "property 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

persons or organizations are additional insureds under this endorsement and coverage provided to such 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

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 INSURED 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

with premises you own, rent, or control and to which the insurance applies:

- (a) The existence, maintenance, repair, construction, erection, or removal of advertising signs, awnings, canopies, cellar entrances, coal holes, driveways, manholes, marquees, hoistway openings, sidewalk vaults, street banners, or decorations and similar exposures; or
- (b) The construction, erection, or removal of elevators; or

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

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 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

(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.

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:

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

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.

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 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

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.

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

(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

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":

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.

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:

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

(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.

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.

"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.

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.

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

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:

CITY OF BERKELEY
Commercial General and Automobile Liability Endorsement

The attached Certificates of Insurance are hereby certified to be a part of the following policies having the following expiration dates:

Policy No.	Company Providing Policy	Expir. Date
<u>#4034952942 GL</u>	<u>National Fire Insurance of Hartford (CNA)</u>	<u>3/19/16</u>
<u>#6013847872 Auto</u>	<u>American Casualty Co of Reading, PA (CNA)</u>	<u>3/19/16</u>

The scope of the insurance afforded by the policies designated in the attached certificates is not less than that which is afforded by the Insurance Service Organization's or other "Standard Provisions" forms in use by the insurance company in the territory in which coverage is afforded.

Such Policies provide for or are hereby amended to provide for the following:

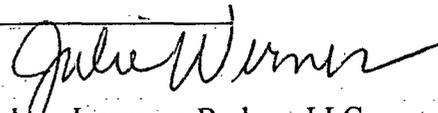
1. The named insured is IPS GROUP, INC.
2. **CITY OF BERKELEY ("City")** is hereby included as an additional insured with respect to liability arising out of the hazards or operations under or in connection with the following agreement:
Multi Space Parking Meter Replacement 15-10917-C

The insurance provided applies as though separate policies are in effect for both the named insured and City, but does not increase the limits of liability set forth in said policies.

3. The limits of liability under the policies are not less than those shown on the certificate to which this endorsement is attached.
4. Cancellation xxxxxxxx of this coverage will not be effective until thirty (30) days following written notice to City of Berkeley, Department of _____, Berkeley, CA.
5. This insurance is primary and insurer is not entitled to any contribution from insurance in effect for City.

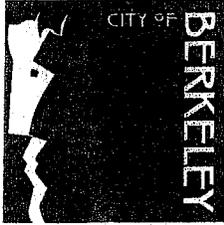
The term "City" includes successors and assigns of City and the officers, employees, agents and volunteers.

CNA
Insurance Company



Date: 3/19/15

By: Julie Werner, CIC Lockton Insurance Brokers, LLC as
Authorized Representative
Signature of Underwriter's
Authorized Representative



Office of the City Manager

April 30, 2018

Chad Randall, COO
IPS Group Inc.
5601 Oberlin Drive, Suite 100
Sn Diego, CA 92121

RE: Extension to Term of Contract

Dear Mr. Randall:

As provided for under Contract No. 10145, CMS #DS85T, between the City of Berkeley and IPS Group, Inc., for Pay Stations, Parking Meters and Management System Services, I hereby extend the term of the Contract from June 30, 2018 to June 30, 2019.

All remaining terms and conditions of the current contract, and any amendments, shall remain in full force and effect. Please provide current insurance coverage for the duration of this Contract.

Please contact Danette Perry at (510) 981-7057 in the Department of Public Works for further information.

Sincerely,

A handwritten signature in black ink that reads "Dee Williams-Ridley". The signature is written in a cursive style with a large, looping "D" at the beginning.

Dee Williams-Ridley
City Manager

cc: City Clerk
City Auditor
Finance – Ben Kawamura

Public Works, Administration – Keith Morin
Public Works, Transportation – Farid Javandel