

TOWN OF BAY HARBOR ISLANDS

March 13, 2017

AGENDA

STATEMENT OF DECORUM

All comments must be addressed to the Council as a body and not to individuals. Any person making a racial or slanderous remark or who becomes boisterous while addressing the Town Council, staff, etc. shall be barred from the audience by the presiding officer. No profanity, shouting, heckling, verbal outbursts or disruptive behavior in support of or opposition to a speaker or his/her remarks is permitted. Please mute or turn off your cell phone or other electronic devices at the start of the meeting. Failure to do so may result on being barred from the meeting. Persons exiting the Chambers shall do so quietly.

CALL TO ORDER: 7:00 p.m.

PLEDGE OF ALLEGIANCE:

ROLL CALL:

SPECIAL PRESENTATION:

1. Crossing Guard of the Year Award - Gustavo Zapata

REQUESTS FOR WITHDRAWALS, DEFERMENTS AND FUTURE AGENDA ITEMS:

TOWN MANAGER'S REPORT:

COUNCIL REPORTS: Each Council Member will be afforded two (2) minutes to make their reports.

2. Request from the Miami Dade County League to designate a director and alternate director to represent the Town at the League. Their deadline is April 13th so we have to designate someone now.

PUBLIC COMMENT: *There is a three (3) minute time limit for each speaker during public comment and a two (2) minute time limit for each speaker during all other agenda items. Your cooperation is appreciated in observing the three (3) minute rule. If you have a matter you would like to discuss which requires more than three (3) minutes, please arrange a meeting with the Town Manager or appropriate administrative official. A request form is available from staff; please fill it in and return it to the Town Clerk prior to the start of the meeting if you would like to speak during public comment. Please come forward to the podium, give your name and address, and the name and address of the organization you are representing if any.*

CONSENT AGENDA: *(Consent agenda items are those which are routine, do not require discussion or explanation prior to Town Council action, or have already been discussed and/or explained and do not require further discussion or explanation. Items can be removed from the consent agenda by the request of an individual Council member for independent consideration provided such request is made prior to the vote on the consent agenda.)*

3. **Consideration and Approval** of a resolution requested by Council Member Reid establishing a Servant Honor Code for elected and appointed public officials. Enclosed find a copy of the proposed resolution and samples of adopted resolutions from the City of North Miami and the Town of Surfside.
4. **Consideration and Approval** of a resolution requested by Council Member Reid to add the oath of civility to all oaths of office administer to elected and public officials. Enclosed find the proposed resolution.
5. **Consideration and Approval** of a resolution requested by Council Member Tricoche opposing any religious-based or nationality-based registration of persons entering the United States of America. Enclosed find a copy of the proposed resolution.
6. **Consideration and Approval** of an expenditure in amount of \$46,425 for the purchase of two new vehicles for the Public Work Department. Enclosed find a copy of the bid award contract from the Florida Sheriff's Association and supporting documents.

STAFF RECOMMENDATION: Approval.

POLL VOTE

TOWN MANAGER ITEMS: *(Town business items requiring Council approval)*

7. **Consideration and Approval** of award of contract to C&I Construction in the amount of \$13,967 for sanitary sewer lateral point repair at 9601 East Bay Harbor Drive. Enclosed find a copy of the Bid package and results.

STAFF RECOMMENDATION: Approval.

8. **Consideration and Approval** to utilize the Miami Parking Authority (MPA) contract with Parkeon, Inc. for the purchase of 6 parking meter stations in the amount of \$34,950, plus \$1,800 for installation. The proposed location for replacement are Block 11 - Alley (3); 97th Street lot (1) and the 95th Street parking lot (2). Enclosed find a copy of the contract of Parkeon with MPA and supporting documents.

STAFF RECOMMENDATION: Approval

POLL VOTE

9. **Consideration and Approval** of Award of contract for Solid Waste and Recycling services to World Waste Recycling. Enclosed find a memorandum from Assistant Manager Jimenez, and supporting documents.

STAFF RECOMMENDATION: Approval

DISCUSSION ITEMS:

10. **Discussion** requested by Council Member Reid regarding a possible Code amendment on noise regulations for emergency back-up generators. Enclosed find a copy of Section 5-19.3 of the Town Code.

STAFF RECOMMENDATION: Council Discretion

11. **Discussion** requested by Council Member Yaffe regarding the regulations of parking requirements for existing building uses. Enclosed find a copy of Section 23-5 Use regulations and 23-24 Commercial Parking Requirements of the Town Code.

STAFF RECOMMENDATION: Council Discretion

12. **Discussion** requested by Vice Mayor Bruder to establish a provision in the Town Code to require vacant waterfront properties to secure access to the waterways.

STAFF RECOMMENDATION: Council Discretion

ADJOURNMENT: Set for 11:00 p.m. *(Any items not addressed by 11:00 PM, will be continued to the following day at 7:00 PM)*

Pursuant to Florida Statutes 286.0105, the Town hereby advises the public that should any person decide to appeal any decision of the Town Council with respect to any matter to be considered at this meeting or hearing, he or she will need a record of the proceedings, and that, for such purpose he or she may need to ensure that a verbatim record of the proceedings is made, which record includes the testimony and evidence upon which the appeal is to be based.

AGENDA ITEM REPORT

March 13, 2017

ITEM NUMBER: 2.

ITEM: Request from the Miami Dade County League to designate a director and alternate director to represent the Town at the League. Their deadline is April 13th so we have to designate someone now.

DESCRIPTION:

RECOMMENDED ACTION:

FINANCIAL ANALYSIS:

BUDGET IMPACT:

Submitted By: Marlene Siegel, Town Clerk

ATTACHMENTS

1.	Letter - MDLC	miami dade league rep.pdf
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Richard Kuper, Esq.
Executive Director

OFFICERS

President
Hon. Francis X. Suarez
Commissioner, Miami
First Vice President
Hon. Oliver Gilbert, III
Mayor, Miami Gardens
Second Vice President
Hon. Jordan W. Leonard
Mayor, Bay Harbor Islands
Secretary
Hon. George Vallejo
Mayor, North Miami Beach
Treasurer
Hon. Claudia Cubillos
Mayor, El Portal

BOARD OF DIRECTORS

Hon. Howard Weinberg
Commissioner, Aventura
Hon. Seth E. Salver
Assistant Mayor, Bal Harbour
Hon. Robert Yaffe
Councilman, Bay Harbor Islands
Hon. David Coviello
Vice Mayor, Biscayne Park
Hon. Vince Lago
Commissioner, Coral Gables
Hon. Peggy R. Bell
Mayor, Cutler Bay
Hon. Juan Carlos Bermudez
Mayor, Doral
Hon. Harold Mathis
Councilman, El Portal
Hon. R.S. Shiver
Vice Mayor, Florida City
Hon. Judy Lusskin
Councilwoman, Golden Beach
Hon. Yisot De La Cruz
Mayor, Hialeah Gardens
Hon. Jeff Porter
Mayor, Homestead
Hon. Bernard Klepach
Mayor, Indian Creek
Hon. Mayra Peña Lindsay
Mayor, Key Biscayne
Hon. Roberto Martell
Mayor, Medley
Hon. Wilfredo "Willy" Gort
Commissioner, Miami
Hon. Esteban Bovo, Jr.
Commissioner, Miami-Dade County
Hon. Susie Castillo
Board Member
Miami-Dade County School Board
Hon. Micky Steinberg
Commissioner, Miami Beach
Hon. Felicia Robinson
Councilwoman, Miami Gardens
Hon. Nelson Rodriguez
Councilman, Miami Lakes
Hon. Herta Holly
Councilwoman, Miami Shores
Hon. Xavier Garcia
Mayor, Miami Springs
Hon. Connie Leon-Kreps
Mayor, North Bay Village
Hon. Alix Desulme
Councilman, North Miami
Hon. Anthony DeFillipo
Councilman, North Miami Beach
Hon. Myra Taylor
Mayor, Opa-Locka
Hon. Eugene Flinn
Mayor, Palmetto Bay
Hon. James E. McDonald
Councilmember, Pinecrest
Hon. Gabriel Edmond
Commissioner, South Miami
Hon. Isaac Aelion
Commissioner, Sunny Isles Beach
Hon. Barry Cohen
Vice Mayor, Surfside
Hon. Orlando Lopez
Mayor, Sweetwater
Hon. Richard Block
Councilman, Virginia Gardens
Hon. Eduardo Muñiña
Mayor, West Miami

March 6, 2017

The Honorable Jordan W. Leonard
Mayor, Town of Bay Harbor Islands
9665 Bay Harbor Terrace
Bay Harbor Islands, FL 33154

Dear Mayor Leonard:

Allow me this opportunity to first thank you for your continued participation in and support of the Miami-Dade County League of Cities (MDCLC). President Francis X. Suarez, and myself are well aware that MDCLC's success is a direct result of the hard work and dedication of its members. For this reason, we need your cooperation in making appointments to the Board.

Each member municipality designates one of its elected officials to serve as a **Director** and one as an **alternate Director** of the League for a period of one year. The term commences at the date of the Annual Meeting in the month of May, and runs until the following May.

Allow this letter to serve as a kind reminder that you are required to designate a Director and an alternate to represent your municipality on the MDCLC's Board preferably before the **April 13, 2017 Board Meeting**. Please send us a note to the League office naming your appointments.

Thank you for your continued cooperation and support.

Sincerely,

Richard Kuper, Esq.
Executive Director

RK/mr

Immediate Past President

Hon. Jon Burgess
Councilman, Homestead

Past Presidents

Hon. Luis Gonzalez
Council Vice-President, City of Hialeah
Hon. Juan Carlos Bermudez
Mayor, City of Doral
Hon. Isaac Salver
Councilman, Town of Bay Harbor Islands
Hon. R.S. Shiver
Commissioner, City of Florida City
Hon. Wilfredo "Willy" Gort
Commissioner, City of Miami

AGENDA ITEM REPORT

March 13, 2017

ITEM NUMBER: 3.

ITEM: Consideration and Approval of a resolution requested by Council Member Reid establishing a Servant Honor Code for elected and appointed public officials. Enclosed find a copy of the proposed resolution and samples of adopted resolutions from the City of North Miami and the Town of Surfside.

DESCRIPTION:

Similar versions of the Servant Honor Code have been adopted by Miami-Dade County, Town of Surfside, City of Opa Locka and the City of North Miami.

RECOMMENDED ACTION:

Council Discretion

FINANCIAL ANALYSIS:

BUDGET IMPACT:

Submitted By: Alba Chang, Deputy Town Clerk
Kelly Reid, Council Member

ATTACHMENTS

1.	Proposed Resolution	1-25-17 Honor Code.pdf
2.	City of North Miami - Honor Code	Honor Code- NM.pdf
3.	Surfside - Honor Code	Surfside - Honor Code.pdf

RESOLUTION NO. _____

**A RESOLUTION OF THE TOWN OF BAY HARBOR
ISLANDS ESTABLISHING AN HONOR CODE FOR ELECTED
AND APPOINTED TOWN OFFICIALS AND EMPLOYEES.**

WHEREAS, the first duty of a public servant is to protect the public interest, which requires a higher level of ethical conduct than is acceptable in private-sector affairs; and

WHEREAS, public trust in government institutions is a necessary precondition to the success of a democracy; and

WHEREAS, government, and those who serve in it at all levels, have experienced a loss of public trust and respect; and

WHEREAS, it is the collective duty of all public servants to respond to the public's concerns by redoubling their efforts to honor and serve the public interest by promoting the values of honesty, integrity, leadership and fairness; and

WHEREAS, restoring and maintaining a sense of honor in public service is an important component in fulfilling the goals of the Town of Bay Harbor Islands ("Town"), as well as the Town's commitment to delivering excellence every day to the citizens of the Town; and

WHEREAS, the most fundamental way for Town officials and employees to address this goal is to support all public servants who both perform their duties honorably and possess the moral courage not to tolerate less than the same from their fellow public servants; and

WHEREAS, the Miami-Dade County Commission on Ethics and Public Trust has adopted a resolution calling upon all County officials and employees to raise the standard of ethics in public service by establishing a public service honor code ("Honor Code") for the prevention of corruption and unethical practices in County government; and

WHEREAS, the Town Council believes that establishing an Honor Code is in the best interest of the citizens of the Town,

NOW, THEREFORE, BE IT RESOLVED BY THE TOWN COUNCIL OF THE TOWN OF BAY HARBOR ISLANDS, FLORIDA, that the Town hereby adopts Miami-Dade County Implementing Order No. 7-7 establishing an Honor Code, in substantially the form attached hereto, and further resolves that its terms shall be applicable to all Town elected and appointed officials and employees.

Adopted this _____ day of _____, 2017.

TOWN OF BAY HARBOR ISLANDS

By:_____
MAYOR

ATTEST:

TOWN CLERK

ORDINANCE NO. 1394

AN ORDINANCE OF THE MAYOR AND CITY COUNCIL OF THE CITY OF NORTH MIAMI, FLORIDA, AMENDING CHAPTER 2 OF THE CITY OF NORTH MIAMI CODE OF ORDINANCES, ENTITLED "ADMINISTRATION", BY AMENDING ARTICLE VI, ENTITLED "CODE OF ETHICS" AT DIVISION 1, ENTITLED "CONFLICT OF INTEREST", TO CREATE SECTION 2-318, ESTABLISHING AND IMPLEMENTING AN HONOR CODE FOR ELECTED AND APPOINTED CITY POSITIONS AND CITY EMPLOYEES; PROVIDING FOR CONFLICTS, SEVERABILITY, CODIFICATION AND FOR AN EFFECTIVE DATE.

WHEREAS, the first duty of a public servant is to protect the public interest, which requires a higher level of ethical conduct than is acceptable in private-sector affairs; and

WHEREAS, public trust in government institutions is a necessary precondition to the success of a democracy; and

WHEREAS, government, and those who serve in it at all levels, have experienced a loss of public trust and respect; and

WHEREAS, it is the collective duty of all public servants to respond to the public's concerns by redoubling their efforts to honor and serve the public interest by promoting the values of honesty, integrity, leadership and fairness; and

WHEREAS, restoring and maintaining a sense of honor in public service is an important component in fulfilling the goals of the City of North Miami ("City"), as well as the City's commitment to delivering excellence every day to the citizens; and

WHEREAS, the most fundamental way for City officials and employees to address this goal is to support all public servants who both perform their duties honorably and possess the moral courage not to tolerate less than the same from their fellow public servants; and

WHEREAS, the Miami-Dade County Commission on Ethics and Public Trust has adopted a Resolution calling upon all County officials and employees to raise the standard of ethics in public service by establishing a public service honor code ("Honor Code") for the prevention of corruption and unethical practices in County government; and

WHEREAS, the Commission believes that establishing an Honor Code is in the best interests of the citizens of Miami-Dade County; and

WHEREAS, on October 27, 2015, the Mayor and City Council passed and adopted Resolution No. 2015-R113, authorizing the Interim City Manager and Interim City Attorney to develop an Honor Code for elected and appointed City positions and City employees; and

WHEREAS, the Mayor and City Council find the codification and implementation of the proposed Honor Code, will serve the best interests of all City residents.

NOW THEREFORE, BE IT ORDAINED BY THE MAYOR AND CITY COUNCIL OF THE CITY OF NORTH MIAMI, FLORIDA, THAT:

Section 1. Amendment to Chapter 2, City of North Miami Code of Ordinances.

The Mayor and City Council of the City of North Miami, Florida, hereby amend Chapter 2 of the City of North Miami Code of Ordinances, entitled "Administration", by amending Article VI, entitled "Code of Ethics" at Division 1, entitled "Conflict of Interest", to create Section 2-318, establishing and implementing an Honor Code for elected and appointed City positions and City employees, as follows:

CHAPTER 2 – ADMINISTRATION

ARTICLE VI. CODE OF ETHICS

DIVISION 1. CONFLICT OF INTEREST

* * * * *

~~Sections. 2-318 – 2-390. Reserved.~~

Section 2-318. Honor code for elected and appointed city officials and city employees.

(a) It shall be the policy of the city that all elected and appointed city officials and city employees, as defined under Section 2-316(b)(1) through (b)(6), shall adhere to this Public Service Honor Code ("Honor Code"). The Honor Code consists of the following minimum standards regarding the responsibilities of all public servants in the city. Violation of any of the mandatory standards listed below may result in enforcement action as provided below.

(b) Each elected and appointed public official and employee of the city shall, when acting in his or her official capacity, comply with the following mandatory standards:

- (1) Serve and protect the public interest above any personal or institutional interest or loyalty; and
- (2) Act as the public's surrogate by protecting it against waste or fraud; and
- (3) Respect and uphold laws, ordinances, resolutions, rules, and regulations that protect the public against abuses in city government by assisting law enforcement and other federal, state, county and local authorities charged with protecting the public trust; and
- (4) Report any information concerning activity which may constitute a crime, of which he or she has personal knowledge, immediately and personally to the State Attorney and/or the Miami-Dade County Commission on Ethics; and
- (5) Cooperate fully with law enforcement agencies or other official investigative authorities in providing truthful testimony and other relevant information pertaining to any alleged violation of the public trust.

(c) City supervisors shall counsel and encourage employees in their respective departments to report violations of city code, including and any waste, fraud or other abuse of public resources, to the appropriate agency.

(d) The Honor Code shall be enforced as follows:

- (1) The city manager or the city manager's designee may use the administrative process of the city for violations of the Honor Code committed by all appointed officials or employees subject to the authority of the city manager.
- (2) The Ethics Commission shall have jurisdiction over violations of the Honor Code committed by elected city officials and by all other city officials and employees not subject to the administrative authority of the city manager. The Ethics Commission shall follow the procedures outlined in Section 2-1074 of the Miami-Dade County Code in conducting such investigations or hearings. The Ethics Commission may impose a letter of reprimand or letter of instruction following a determination that a violation of the Honor Code has occurred. Such action by the Ethics Commission shall not prevent the city or any department head or supervisor from taking any additional action or imposing any penalty that they are authorized to take or impose.
- (3) Whenever any elected or appointed city official or employee is in doubt as to the proper interpretation or application of the Honor Code as to himself or herself, he or she may request a binding opinion from the Ethics Commission.
- (4) Adherence to the Honor Code by city employees shall be included, wherever appropriate and to the extent legally permissible, in the criteria for evaluations for merit increases, promotions, and professional recognition.
- (5) The Ethics Commission may include the Honor Code in its ethics training programs for city officials and employees.

(e) The city shall not dismiss, discipline, or take any other adverse personnel action against an employee for complying with the Honor Code. Further, the city shall not take any adverse action that affects the rights or interests of any employee in retaliation for the employee's compliance with the Honor Code. If the city takes any of the adverse actions stated in the preceding sentences

as a result of an employee's compliance with the Honor Code, the employee shall be entitled to apply to the city manager and to the Ethics Commission for redress, each of which shall take appropriate steps within their authority and discretion to ensure that no employee is penalized for compliance with the Honor Code.

Sections 2-319—2-390. Reserved.

* * * * *

Section 2. Conflicts. All ordinances or parts of ordinances in conflict or inconsistent with the provisions of this Ordinance are hereby repealed.

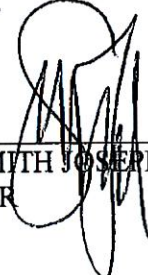
Section 3. Severability. The provisions of this Ordinance are declared to be severable, and if any section, sentence, clause or phrase of this Ordinance shall for any reason be held to be invalid or unconstitutional, such decision shall not affect the validity of the remaining sections, sentences, clauses, and phrases of this Ordinance but they shall remain in effect, it being the legislative intent that this Ordinance shall stand notwithstanding the invalidity of any part.

Section 4. Codification. The provisions of this Ordinance may become and be made a part of the Code of Ordinances of the City of North Miami, Florida. The sections of the Ordinance may be renumbered or re-lettered to accomplish such, and the word "ordinance" may be changed to "section," "article" or any other appropriate word. Sections of this Ordinance which are deleted and intended to be moved into a different Chapter of the Code of the Code of Ordinances, shall continue to remain in full force and effect until the adoption of the relevant Code sections are completed, but in no event later than July 31, 2013.

Section 5. Effective Date. This Ordinance shall become effective immediately upon adoption on second reading.

PASSED AND ADOPTED by 4 - 1 vote of the Mayor and City Council on first reading this 24th day of November, 2015.

PASSED AND ADOPTED by 3 - 2 vote of the Mayor and City Council on second reading this 8th day of December, 2015.



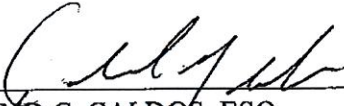
DR. SMITH JOSEPH
MAYOR

ATTEST:



MICHAEL A. ETIENNE, ESQ.
CITY CLERK

APPROVED AS TO FORM
AND LEGAL SUFFICIENCY:



ROLAND C. GALDOS, ESQ.
INTERIM CITY ATTORNEY

SPONSORED BY: COUNCILMAN SCOTT GALVIN

Moved by: Galvin

Seconded by: Keys

Vote:

Mayor Dr. Smith Joseph, D.O., Pharm. D.
Vice Mayor Carol Keys, Esq.
Councilman Scott Galvin
Councilman Philippe Bien-Aime
Councilman Alix Desulme

<u> </u>	(Yes)	<u> X </u>	(No)
<u> X </u>	(Yes)	<u> </u>	(No)
<u> X </u>	(Yes)	<u> </u>	(No)
<u> X </u>	(Yes)	<u> </u>	(No)
<u> </u>	(Yes)	<u> X </u>	(No)

Additions shown by underlining. Deletions shown by ~~overstriking~~.

ORDINANCE NO. 17 - 1660

AN ORDINANCE OF THE TOWN COMMISSION OF THE TOWN OF SURFSIDE, FLORIDA AMENDING CHAPTER 2 "ADMINISTRATION" ARTICLE VII "CODE OF ETHICS"; SPECIFICALLY CREATING SECTION 2-227.1 "HONOR CODE FOR ELECTED AND APPOINTED TOWN OFFICIALS AND TOWN EMPLOYEES"; PROVIDING FOR INCLUSION IN THE CODE; REPEALING ALL ORDINANCES OR PARTS OF ORDINANCES IN CONFLICT HEREWITH; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the first duty of a public servant is to protect the public interest, which requires a higher level of ethical conduct than is acceptable in private-sector affairs; and

WHEREAS, public trust in government institutions is a necessary precondition to the success of a democracy; and

WHEREAS, it is the collective duty of all public servants to respond to the public's concerns by redoubling their efforts to honor and serve the public interest by promoting the values of honesty, integrity, leadership and fairness; and

WHEREAS, maintaining a sense of honor in public service is an important component in fulfilling the goals of the Town of Surfside ("Town"); and

WHEREAS, the most fundamental way for Town officials and employees to address this goal is to support all public servants who both perform their duties honorably and possess the moral courage not to tolerate less than the same from their fellow public servants; and

WHEREAS, the Miami-Dade County Commission on Ethics and Public Trust has adopted a Resolution calling upon all County officials and employees to raise the standard of ethics in public service by establishing a public service honor code ("Honor Code") for the prevention of corruption and unethical practices in County government; and

WHEREAS, the Town Commission believes that establishing an Honor Code is in the best interests of the citizens of the Town of Surfside; and

WHEREAS, the Town Commission finds the codification and implementation of the proposed Honor Code, will serve the best interests of all Town residents; and

WHEREAS, the Town Commission held its first public hearing on January 10, 2017 and recommended approval of the proposed amendments to the Code of Ordinances having complied with the notice requirements by the Florida Statutes; and

WHEREAS, the Town Commission has conducted a second duly noticed public hearing on these regulations as required by law on February 16, 2017 and further finds the proposed change to the Code necessary and in the best interest of the community.

NOW, THEREFORE, BE IT ORDAINED BY THE TOWN COMMISSION OF THE TOWN OF SURFSIDE, FLORIDA:

Section 1. Recitals. The foregoing "WHEREAS" clauses are ratified and confirmed as being true and correct and are made a specific part of this Ordinance.

Section 2. Code Amendment. The Code of Ordinances of the Town of Surfside, Chapter 2 "Administration" Article VII. - Code of Ethics, Section 2-227.1 "Honor code for elected and appointed town officials and town employees." is hereby created.

* * *

Section 2-227.1 Honor code for elected and appointed town officials and town employees.

- (a) It shall be the policy of the town that all elected and appointed town officials and town employees shall adhere to the Public Service Honor Code ("Honor Code"). The Honor Code consists of the following minimum standards regarding the responsibilities of all public servants in the town.
- (b) Each elected and appointed public official and employee of the town shall, when acting in his or her official capacity, comply with the following standards:
 - (1) Serve and protect the public interest above any personal or institutional interest or loyalty; and
 - (2) Act as the public's surrogate by protecting it against waste or fraud; and
 - (3) Respect and uphold laws, ordinances, resolutions, rules, and regulations that protect the public against abuses in town government by assisting law enforcement and other federal, state, county and local authorities charged with protecting the public trust; and
 - (4) Report any information concerning activity which may constitute a crime, of which he or she has personal knowledge, immediately and personally to the State Attorney and/or the Miami-Dade County Commission on Ethics and Public Trust; and
 - (5) Cooperate fully with law enforcement agencies or other official investigative authorities in providing truthful testimony and other relevant information pertaining to any alleged violation of the public trust.
- (c) Town supervisors shall counsel and encourage employees in their respective departments to report violations of town code, including waste, fraud or other abuse of public resources, to the appropriate agency.
- (d) The Honor Code shall be enforced as follows:
 - (1) The Town Manager or the Town Manager's designee may use the administrative process of the Town for violations of the Honor Code committed by all officials or employees subject to the authority of the Town Manager.

- (2) The Miami-Dade County Commission on Ethics and Public Trust shall have jurisdiction over violations of the Honor Code committed by elected town officials and by all other town officials and employees not subject to the administrative authority of the town manager. The Miami-Dade County Commission on Ethics and Public Trust shall follow the procedures outlined in Section 2-1074 of the Miami-Dade County Code in conducting such investigations or hearings. The Miami-Dade County Commission on Ethics and Public Trust may impose a letter of reprimand or letter of instruction following a determination that a violation of the Honor Code has occurred. Such action by the Miami-Dade County Commission on Ethics and Public Trust shall not prevent the town or any department head or supervisor from taking any additional action or imposing any penalty that they are authorized to take or impose.
- (3) Whenever any elected or appointed town official or employee is in doubt as to the proper interpretation or application of the Honor Code as to himself or herself, he or she may request a binding opinion from the Miami-Dade County Commission on Ethics and Public Trust.
- (4) Adherence to the Honor Code by town employees shall be included, wherever appropriate and to the extent legally permissible, in the criteria for evaluations for merit increases, promotions, and professional recognition.
- (5) The Miami-Dade County Commission on Ethics and Public Trust may include the Honor Code in its ethics training programs for town officials and employees.
- (e) The town shall not dismiss, discipline, or take any other adverse personnel action against an employee for complying with the Honor Code. Further, the town shall not take any adverse action that affects the rights or interests of any employee in retaliation for the employee's compliance with the Honor Code. If the town takes any of the adverse actions stated in the preceding sentences as a result of an employee's compliance with the Honor Code, the employee shall be entitled to apply to the town manager and to the Miami-Dade County Commission on Ethics and Public Trust for redress, each of which shall take appropriate steps within their authority and discretion to ensure that no employee is penalized for compliance with the Honor Code.

* * *

Section 4. Severability. If any section, subsection, clause or provision of this Ordinance is declared invalid or unconstitutional by a court of competent jurisdiction, the remainder shall not be affected by such invalidity.

Section 5. Conflict. All sections or parts of sections of the Town of Surfside Code of Ordinances in conflict herewith are intended to be repealed to the extent of such conflict.

Section 6. Inclusion in the Code of Ordinances. It is the intention of the Town Commission, and it is hereby ordained that the provisions of this Ordinance shall become and made a part of the Town of Surfside Code of Ordinances, that the sections of this Ordinance may be

renumbered or relettered to accomplish such intentions; and the word "Ordinance" may be changed to "Section" or other appropriate word.

Section 7. Effective Date. This Ordinance shall be effective upon final adoption on second reading.

PASSED on first reading this 10th day of January, 2017.

PASSED and **ADOPTED** on second reading this 16th day of February, 2017.

On Final Reading Moved by: Commissioner Karukin

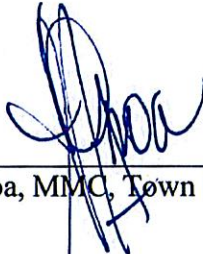
On Final Reading Second by: Commissioner Gielchinsky

FINAL VOTE ON ADOPTION

Commissioner Daniel Gielchinsky
Commissioner Michael Karukin
Commissioner Tina Paul
Vice Mayor Barry Cohen
Mayor Daniel Dietch

yes
yes
Absent
yes
yes

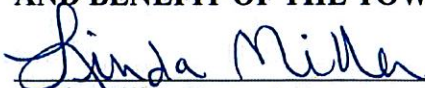
ATTEST:



Sandra Novoa, MMC, Town Clerk


Daniel Dietch, Mayor

**APPROVED AS TO FORM AND LEGALITY FOR THE USE
AND BENEFIT OF THE TOWN OF SURFSIDE ONLY:**


Linda Miller, Town Attorney

AGENDA ITEM REPORT

March 13, 2017

ITEM NUMBER: 4.

ITEM: Consideration and Approval of a resolution requested by Council Member Reid to add the oath of civility to all oaths of office administer to elected and public officials. Enclosed find the proposed resolution.

DESCRIPTION:

The Civility Pledge has been adopted by North Bay Village, and the City of Miami Beach.

RECOMMENDED ACTION:

Council Discretion

FINANCIAL ANALYSIS:

BUDGET IMPACT:

Submitted By: Alba Chang, Deputy Town Clerk
 Kelly Reid, Council Member

ATTACHMENTS

1.	Proposed Resolution	Civility Resolution (1-12-17).pdf
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RESOLUTION NO. _____

**A RESOLUTION OF THE TOWN OF BAY HARBOR
ISLANDS, FLORIDA, ADDING AN OATH OF CIVILITY
TO THE OATHS OF OFFICE ADMINISTERED TO ALL
ELECTED AND APPOINTED PUBLIC OFFICIALS**

WHEREAS, the establishment of ethics in government and the practice of ethical conduct by public officials requires that those who hold the public trust practice and maintain respect for the human dignity of their peers, subordinates, political allies and adversaries, as well as members of the general public; and

WHEREAS, the level of respect or disrespect for human dignity is most often on display in personal interactions between and among those who engage in public service, as well as those who aspire to public office in political campaigns; and

WHEREAS, in the words of Thomas Jefferson, "It is the manners and spirit of a people which preserve a republic in vigour ...a degeneracy in these is a canker which soon eats to the heart of its laws and constitution; and

WHEREAS, through our common experience and the observed behavior of public officials, either personally or through the media, it has become apparent that there has occurred a degeneracy in the level of civility shown by too many of those who participate in government, including public servants, those who aspire to be public servants, and those who interact with public servants; and

WHEREAS, it has reached a point where uncivil, rude, and insulting behavior, which demeans both the perpetrators as well as those subjected to such behavior, has become too prevalent and too accepted in government and in political campaigns at all levels; and

WHEREAS, this lack of civility threatens the integrity and proper functioning of government and politics, not only in Miami-Dade County, but throughout the country; and

WHEREAS, the practice of civility in government may be maintained at no cost to the taxpayers and without impeding the free flow of ideas or the vigorous debate of important public issues; and

WHEREAS, in 2011, the Florida Supreme Court added language to the Oath of Admission to The Florida Bar, sworn to by every newly-admitted attorney, requiring civility by attorneys to opposing parties and their counsel in court and in all written and oral communications; and

WHEREAS, the same requirement and expectation of civility and integrity ought to apply to all of those sworn to serve in government; and

WHEREAS, a review conducted by the staff of the Miami-Dade Commission on Ethics and Public Trust has revealed that such a requirement is absent from oaths of office administered to public officials in Miami-Dade County government and in the municipalities with the County,

NOW, THEREFORE, BE IT FURTHER RESOLVED:

1) That the Town of Bay Harbor Islands adopts the following language, or language of similar import and meaning, in oaths of office administered to all elected and appointed public officials:

"To my colleagues and to all of those I represent and serve, I pledge fairness, integrity and civility, in all actions taken and all communications made by me as a public servant."

Adopted this ____ day of _____, 2017.

TOWN OF BAY HARBOR ISLANDS

By: _____
MAYOR

ATTEST

TOWN CLERK

AGENDA ITEM REPORT

March 13, 2017

ITEM NUMBER: 5.

ITEM: Consideration and Approval of a resolution requested by Council Member Tricoche opposing any religious-based or nationality-based registration of persons entering the United States of America. Enclosed find a copy of the proposed resolution.

DESCRIPTION:

The same type of resolution was approved by the City of Miami Beach, who forwarded their resolution to distribute to the Town Council. Council Member Tricoche asked staff to put it on the agenda for Council consideration.

RECOMMENDED ACTION:

Council Discretion

FINANCIAL ANALYSIS:

BUDGET IMPACT:

Submitted By: Alba Chang, Deputy Town Clerk
Elizabeth Tricoche, Council Member

ATTACHMENTS

1.	Proposed Resolution	resolution-Person registry.pdf
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RESOLUTION NO. _____

**A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF
BAY HARBOR ISLANDS, FLORIDA, OPPOSING ANY
RELIGIOUS-BASED OR NATIONALITY-BASED
REGISTRATION OF PERSONS ENTERING THE UNITED
STATES OF AMERICA.**

WHEREAS, President Donald Trump has expressed that he is in favor of the strict immigration screening of Muslims; and

WHEREAS, some supporters of President Donald Trump are calling the registration of all Muslims entering the United States of America; and

WHEREAS, Donald Trump supporter, Carl Higbie, defended the proposed registry of immigrants from Muslim countries by citing the WWII internment of over 110,000 Japanese-Americans as legal precedent; and

WHEREAS, in 1988, President Ronald Reagan signed into law the Civil Liberties Act, which apologized for the internment on behalf of the United States Government and stated that government actions were based on “race prejudice, war hysteria and a failure of political leadership”. The United States Government eventually disbursed approximately 1.6 billion dollars in reparations to 82,219 formerly interned Japanese Americans and their heirs; and

WHEREAS, American history is replete with examples of members of one ethnic group fighting for the liberties of other ethnic groups, such as: the Quaker opposition to the Mexican-American war, Quaker participation in the Underground Railroad, American Catholic and Jewish participation in struggles during the Civil Rights Era, and most recently the host of “The Daily Show” Trevor Noah, has suggested that all Americans should sign up on any registry required of Muslims.

NOW, THEREFORE, BE IT FURTHER RESOLVED:

1. The Mayor and Town Council of the Town of Bay Harbor Islands hereby oppose any religious-based or nationality-based registration of persons entering the United States, and urge all Americans to sign up on any registry required of persons based on religious affiliation or nationality, should such registration be required.

2. The Town Clerk is hereby directed to send a copy of this resolution to all elected officials throughout Florida.

PASSED and ADOPTED this day of 2016.

ATTEST:

MAYOR

TOWN CLERK

APPROVED AS TO FORM:

TOWN ATTORNEY

AGENDA ITEM REPORT

March 13, 2017

ITEM NUMBER: 6.

ITEM: Consideration and Approval of an expenditure in amount of \$46,425 for the purchase of two new vehicles for the Public Work Department. Enclosed find a copy of the bid award contract from the Florida Sheriff's Association and supporting documents.

DESCRIPTION:

The Town will utilized the Florida Sheriff's Association State bid contract to purchase the vehicles.

Ford F-150	would be purchase from Hub City	Ford	for	\$21,314.00
Ford Explorer	would be purchase from Duval	Ford	for	\$24,931.00
Total	purchase	equals		\$46,245.00.

Base price for each vehicle is on the front page of each attachment for the respective vehicle. Optional items follow and are hi-lighted in yellow to total final cost for each. Also attached find a copy of the contracted pricing from the Florida Sheriff's Association and Florida Association of Counties for FY 2016-2017

RECOMMENDED ACTION:

Approval.

FINANCIAL ANALYSIS:

BUDGET IMPACT:

Submitted By: Douglas Armstrong, Assistant Public Works Director
Randy Daniel, Town Engineer
Juan Jimenez, Assistant Town Manager

ATTACHMENTS

1.	FORD EXPLORER CONTRACTED PRICING	2017 FORD EXPLORER CONTRACTED PRICING 27FEB2017.pdf
2.	FORD F 150 CONTRACTED PRICING	2017 FORD F 150 CONTRACTED PRICING 27FEB2017.pdf



FLORIDA SHERIFFS ASSOCIATION & FLORIDA ASSOCIATION OF COUNTIES

MID-SIZE 4-DOOR UTILITY VEHICLES - 4X2 SPECIFICATION #30

2017 Ford Explorer (K7B)

The Ford Explorer (K7B) purchased through this contract comes with all the standard equipment as specified by the manufacturer for this model and FSA's base vehicle specification(s) requirements which are included and made a part of this contract's vehicle base price as awarded by specification by zone.

ZONE:	Western	Northern	Central	Southern
BASE PRICE:	\$23,783.00	\$24,034.00	\$24,034.00	\$24,234.00

While the Florida Sheriffs Association and Florida Association of Counties have attempted to identify and include those equipment items most often requested by participating agencies for full size vehicles, we realize equipment needs and preferences are going to vary from agency to agency. In an effort to incorporate flexibility into our program, we have created specific add/delete options which allow the purchaser to tailor the vehicle to their particular wants or needs.

The following equipment delete and add options and their related cost are provided here to assist you in approximating the total cost of the type vehicle(s) you wish to order through this program. Simply deduct the cost of any of the following equipment items you wish deleted from the base unit cost and/or add the cost of any equipment items you wish added to the base unit cost to determine the approximate cost of the type vehicle(s) you wish to order.

NOTE: An official listing of all add/delete options and their prices should be obtained from the appropriate dealer in your zone when preparing your order. Additional add/delete options other than those listed here may be available through the dealers, however, those listed here must be honored by the dealers in your zone at the stated prices.



FLORIDA SHERIFFS ASSOCIATION & FLORIDA ASSOCIATION OF COUNTIES

MID-SIZE 4-DOOR UTILITY VEHICLES - 4X2 SPECIFICATION #30

2017 Chevrolet Traverse (CR14526)
2017 Ford Explorer (K7B)
2017 GMC Acadia (TNB26)
2017 Jeep Grand Cherokee Laredo (WKTH74)
2017 Nissan Pathfinder (25117)
2017 Toyota Highlander LE (6942)

Listed above you will find the model numbers of the vehicles that will be included in this year's contract. All items factory installed unless otherwise noted. Please refer to the Emergency Vehicle Lighting Specifications for lightbar descriptions and the awarded dealer pricing.

1. ENGINE:

- a. Manufacturer's standard gasoline engine, alternator, battery and cooling package.

2. TRANSMISSION/TRANSAXLE:

- a. Manufacturer's standard automatic transmission/transaxle.

3. PERFORMANCE ITEMS:

- a. Manufacturer's standard power steering.
- b. Manufacturer's standard gauges.

4. COMFORT ITEMS:

- a. Manufacturer's standard air conditioning with 134A system.
- b. Manufacturer's standard tinted glass all around.
- c. Manufacturer's standard AM/FM stereo.
- d. Power windows, power door locks, cruise control and tilt steering wheel.
- e. Manufacturer's standard floor covering.
- f. Manufacturer's standard production seats. Purchaser will select color at time of order.
- g. Keys: two (2) per vehicle, single key locking system, (each vehicle keyed differently).

5. SAFETY ITEMS:

- a. Dual outside mirrors and inside rearview mirror.
- b. Interior dome lights with left and right door activated switches.
- c. Manufacturer's standard air bags.

6. BRAKES:

- a. Four wheel anti-lock brake ABS system.

7. TIRES AND WHEELS:

- a. Manufacturer's standard tires and wheels.
- b. Manufacturer's spare tire and rim, if available.

8. CHASSIS, FRAME, CAB:

- a. Manufacturer's standard colors, factory painted. Colors to be determined by individual agencies.
- b. Manufacturer's standard fuel tank.

Disclosure: The Florida Sheriffs Association working in conjunction with manufacturers, dealers and distributors of vehicles/equipment does their best to ensure Model names, numbers and codes represent the latest information available at the time the bid documents are prepared. However, do to the nature of the business, it is recommended that you confirm this information with your dealer representative at the time you are requesting a confirming quote.

VEHICLE:	Explorer (K7B)			
DEALER:	DUVAL FORD LLC	DUVAL FORD LLC	DUVAL FORD LLC	DUVAL FORD LLC
ZONE:	Western	Northern	Central	Southern
BASE PRICE:	\$23,783.00	\$24,034.00	\$24,034.00	\$24,234.00

Order Code	Delete Options	All Zones
	Cruise control	NA
	On-Star	NA
	Power windows	NA
	Power door locks	NA
	Satellite radio	NA
	Tilt steering wheel	NA

Order Code	Add Options	All Zones
99H ¹	Engine upgrade - specify <i>2.3L I-4 EcoBoost® Engine and 6-Speed Automatic Transmission with SelectShift® Capability Note: Includes Low-Rolling-Resistance Tires with FWD (K7B)</i> ¹	\$494.00 ¹
	CNG model - specify	NA
	Bi-fuel model - specify	NA
	CNG conversion (discuss with dealer)	NA
	LPG conversion (discuss with dealer)	NA
52T* ¹	Factory external engine oil cooler <i>Class III Trailer Tow Package Note: Not available with FWD (K7B). Requires K7D model upgrade and requires 3.5L Ti-VCT V6 Engine (998)</i> ¹	\$569.00 ¹
	Battery, 650-cca or greater	NA
	Limited slip differential	NA
TREM ¹	Tremco anti-theft - foot activated, dealer installed <i>Product Specifications The Anti-Theft system will turn on automatically every time the vehicle shift lever is placed in the "park" position. The system shall not require a key or switch to activate, since quick departures are common in police procedures. This technology enhances 100% usage. With the motor running and the Anti-Theft system activated, the automatic transmission shift lever won't move out of the "park" position. The motor of a parked vehicle with the Anti-Theft system will be capable of starting, but the shift lever won't move out of the "park" position as in #2. The Anti-Theft system shall be deactivated by means of a not easily identifiable covert hidden floor switch system made of rubber material that has no electrical wires to sustain water damage.</i> ¹	\$219.00 ¹
SFST ¹	SafeStop vehicle anti-theft - key activated or emergency lights activated, plug-&-play for most Ford and Chevy fleet vehicles, dealer installed in 20 minutes or less <i>Vehicle maintains functionality of all electronic functions including: air-conditioning and heat; surveillance equipment (cameras, radar, etc); radios; lights; sirens; computers, and more without leaving the vehicle vulnerable to theft • The key is the KEY - once activated, anytime the key is removed from the ignition the anti-theft protections are engaged • Theft protection prevents the vehicle from driving off as well as, activates the "Gun Lock Secure" and "Trunk Lock Secure" features</i> ¹	\$229.00 ¹
K7D.200A ¹	Manufacturer's model upgrade package (specify pkg. bid) <i>XLT model upgrade that includes; Heavy-Duty Front and Rear Brake Calipers, Door Handles-Body-Color, Grille-Foundry Gray Painted Mesh Insert with Chrome Bars, LED Fog Lamps, LED Signature Lighting, Lower Bodyside Cladding-Black with Chrome Accent, Roof-Rack Side Rails-Silver, Skid Plate Elements, Front and Rear-Silver Painted, Wheels -18" Painted Aluminum (FWD only)-18" 5 Spoke Painted Aluminum (4WD only), Galvano Instrument Panel and Appliques, Door/Interior Trim and Appliques, Seats Unique Cloth, 10 way Power Driver's (includes Power Lumbar and Recline) - 6-way Power Passenger (includes Manual Recline) - Second Row Armrest, Steering Wheel-Leather-Wrapped, Mirrors, Sideview-Power and Heated Glass, LED Turn Signal Indicators, Security Approach Lamps and Gloss Shadow Black Caps (Integrated Blind Spot Mirrors not included when equipped with BLIS), Perimeter Alarm, Reverse Sensing System 72AH Battery, Audio-SiriusXM® Radio, Intelligent Access with Push-Button Start, SecuriCode™ Keyless-Entry Keypad</i> ¹	\$3,664.00 ¹

VEHICLE:	Explorer (K7B)			
DEALER:	DUVAL FORD LLC	DUVAL FORD LLC	DUVAL FORD LLC	DUVAL FORD LLC
ZONE:	Western	Northern	Central	Southern
BASE PRICE:	\$23,783.00	\$24,034.00	\$24,034.00	\$24,234.00

BW ¹	Seat trim upgrade - specify <i>LEATHER, REQUIRES UPGRADE MODEL PLUS 202A PACKAGE¹</i>	NC ¹
	AM/FM radio with single CD	Std
3K ¹	Additional Key(s) or Key Fob(s) when applicable	\$275.00 ¹
	Remote keyless entry	Std
	Third row seat	Std
NS ¹	5" round dome lamp between sunvisors	\$146.00 ¹
	Rear window defogger	Std
	Rear window washer/wiper with intermittent feature	Std
16N ¹	Heavy duty rubber floor mats	\$119.00 ¹
60T ¹	Cargo area cover	\$129.00 ¹
	Privacy glass, factory installed <i>INCLUDED IN BASE, ADD \$95 FOR FRONT WINDOWS OR \$385 FOR LIMO TINT¹</i>	Std ¹
	Side air protection (may affect cage availability)	Std
VV ¹	Vent visors - stick-on style	\$160.00 ¹
RS ¹	Rainshields - flange style	\$160.00 ¹
96R ¹	Running boards <i>Running Boards - Black (Late Availability)¹</i>	\$594.00 ¹
942 ¹	Daytime running lights <i>Daytime Running Lamps (DRL) (Non-Configurable) Note: Replaces the standard Configurable Daytime Running Lamps (DRL)¹</i>	\$44.00 ¹
	Immobilize daytime running lights <i>Configurable Daytime Running Lamps (DLR) are standard and would need to be turned off by driver.¹</i>	NC ¹
	Fog lamps <i>Require model upgrade K7D.200A¹</i>	NC ¹
	Tow hooks	NA
52T HD ¹	Heavy duty towing package, includes HD class III receiver with 2" ball <i>INCLUDES 2" CLASS III RECEIVER HITCH, ENGINE OIL COOLER, WIRING HARNESS WITH 4 & 7 PIN CONNECTOR. INCLUDES BAR, BALL, AND CLIP. REQUIRES 3.5L TI-VCT V6 ENGINE.¹</i>	\$725.00 ¹
	Full size spare tire and rim <i>MINI SPARE INCLUDED¹</i>	NA ¹
	Outside tire carrier	NA
N2 ¹	Nitrogen filled tires including spare tire	\$225.00 ¹
153 ¹	Front license bracket	NC ¹
	Backup camera with 3.5' LCD (rear mounted camera to provide wide angle field of vision at rear of vehicle) - factory installed	Std
BUC ¹	Backup camera with 3.5' LCD (rear mounted camera to provide wide angle field of vision at rear of vehicle) - dealer installed <i>Typically for agencies that may want to have a "constant hot" camera to remain on while vehicle is in park controlled by an on/off switch. Provides constant surveillance.¹</i>	\$695.00 ¹

VEHICLE:	Explorer (K7B)			
DEALER:	DUVAL FORD LLC	DUVAL FORD LLC	DUVAL FORD LLC	DUVAL FORD LLC
ZONE:	Western	Northern	Central	Southern
BASE PRICE:	\$23,783.00	\$24,034.00	\$24,034.00	\$24,234.00

K7D.201A* ¹	Optional equipment - specify <i>Requires K7D.200A model upgrade and adds; SYNC® 3- Enhanced Voice Recognition Communications and Entertainment System - 8" LCD Capacitive Touchscreen in Center Stack with Swipe Capability - Pinch-to-Zoom capability included when equipped with available Voice- Activated Touchscreen Navigation System- Applink™ - 911 Assist® - Smart-Charging Multimedia USB Ports - two (2) (one (1) Smart-Charging Multimedia USB Port replaces the Front Center Floor Console Powerpoint Port), Two (2) Driver configurable 4.2" color LCD displays in instrument cluster, Auto-Dimming Rearview Mirror, Premium Audio System with Nine (9) Speakers, Remote Start System, Dual-Zone Electronic Automatic Temperature Control (DEATC), 10-way Power Passenger Seat (includes Power Lumbar and Recline), Hands-Free, Foot-Activated Liftgate</i> ¹	\$2,109.00 ¹
K7D.202A* ¹	Optional equipment - specify <i>Requires K7D.200A model upgrade. Includes all 201A content and adds; Forward Sensing System, Heated Steering Wheel, Leather Seating Surfaces, Heated Front Seats</i> ¹	\$4,679.00 ¹
OPT EQUIP ¹	Optional equipment - specify <i>HAVIS UNIVERSAL LAPTOP STAND WITH LAPTOP TRAY. FOR INVERTER USE \$400. For Derive Speed Plus installed USE \$450. Limits top speed and Fuel economy program is developed to maximize the fuel economy of your fleet. This program contains hundreds of precise changes in key areas of the vehicle calibration. By optimizing these parameters, you can reduce your vehicle's average fuel consumption by up to 12% annually. Proven Fuel Facts: -Increase your fleets overall Fuel Economy by up to 12% -10-30% Reduction in Idle Fuel Consumption -Fuel gains independently Lab Tested & Verified -50 State Emissions Legal -Reduces your company's Carbon Footprint -Prevents premature vehicle wear and prolongs the vehicles life cycle -Vehicle calibrations are programmed into the vehicle via Derive --Efficiency's exclusive hand-held programmer through the OBDII diagnostic port with no tools required. USE \$450</i> ¹	\$695.00 ¹
DICOUNT ¹	Optional equipment - specify <i>Discount applied to manufacturer's options not included in Bid publication per manufacturer's price lists: i.e. fleet.ford.com, Whelen.com. Contact awarded dealer for corresponding quote. Extension of discount available from affiliated Duval Motor Company in-house entities: Duval Ford, Dana Safety Supply, as well as Ford Municipal Finance for Lease purchase discounted proposals.</i> ¹	\$5.00 ¹
SCPO ¹	Optional equipment - specify <i>For Single combined purchase (SCP) order issuance using local vendor preference, OPTION is set at 10% ceiling price over local vendor/ zone itemized cost. Total minimum quoted amount includes transfers, body certification, weight slip, and FSA contract fee. Using SCPO complies with FS 319.21 & Title 49, code of Federal Regulations (49CFR), Parts 567.3, 568.3 and 571.3 for Incomplete vehicle second stage manufacturing.</i> ¹	\$1,436.00 ¹
LABOR ¹	Labor rate per hour <i>Labor rate per hour. Refer to Emergency lighting price submission for schedule. See dealer quote for itemization. Includes professional EVT certified installation, wire loom, connectors, prep kit and consultation.</i> ¹	\$135.00 ¹
TEMP ¹	Temporary tag	\$6.00 ¹
TX ¹	Transfer existing registration (must provide tag number)	\$85.00 ¹
TAG ¹	New state tag (specify state, county, city, sheriff, etc.) <i>Per Florida Statute 320.08, A dealer can only charge the purchaser the actual fees authorized by statute for title and registration transfers. These will be the fees charged by the county tax collector's office for transferring title and registrations. Overcharging of these fees without refunding the overcharge is unlawful and could result in disciplinary action against the dealer's license. The dealer is Responsible for refunding the overcharged amount to the purchaser. Private tag agency fees cannot be included in the category of title and registration fees: DHSMV Procedure TL-10. [TL-10: http://www3.flhsmv.gov/DMV/Proc/TL/TL-10.PDF]</i> ¹	\$130.00 ¹
MPP575 ¹	Maintenance Plan - specify <i>5 Year 75,000 mile Premium Maintenance Plan. 15 service visits at 5000 mile intervals for vehicles with Gas Engine, zero deductible. For Specialty use: Emergency, Fire, Ambulance, all police, livery, limo, shuttle, and tow truck ADD \$300</i> ¹	\$1,860.00 ¹
MPP675 ¹	Maintenance Plan - specify <i>6 Year 75,000 mile Premium Maintenance Plan. 15 service visits at 5000 mile intervals for vehicles with Gas Engine, zero deductible. For Specialty use: Emergency, Fire, Ambulance, all police, livery, limo, shuttle, and tow truck ADD \$300</i> ¹	\$1,905.00 ¹
MPP610 ¹	Maintenance Plan - specify <i>6 Year 100,000 mile Premium Maintenance Plan. 20 service visits at 5000 mile intervals for vehicles with Gas Engine, zero deductible. For Specialty use: Emergency, Fire, Ambulance, all police, livery, limo, shuttle, and tow truck ADD \$500</i> ¹	\$2,400.00 ¹

VEHICLE:	Explorer (K7B)			
DEALER:	DUVAL FORD LLC	DUVAL FORD LLC	DUVAL FORD LLC	DUVAL FORD LLC
ZONE:	Western	Northern	Central	Southern
BASE PRICE:	\$23,783.00	\$24,034.00	\$24,034.00	\$24,234.00

CB575 ¹	Warranty - specify 5 Yr 75,000 mile zero deductible BASECare plan. 5 Yr 100,000 mile zero deductible use \$2000. Complete pricing schedule available upon request. Prices quoted per FordMoCo Florida Retail "Ford Protect" May 2016 Pricing Guide. For Specialty use: Police pursuit excluding p2L,p2m,k8a; Fire, Ambulance, Shuttle, Tow Truck add \$605 ¹	\$1,475.00 ¹
CE575 ¹	Warranty - specify 5 Yr 75,000 mile zero deductible EXTRACare plan. 5 Yr 100,000 mile zero deductible use \$2425. Complete pricing schedule available upon request. Prices quoted per FordMoCo Florida Retail "Ford Protect" May 2016 Pricing Guide. For Specialty use: Police pursuit excluding p2L,p2m,k8a; Fire, Ambulance, Shuttle, Tow Truck add \$555 ¹	\$1,710.00 ¹
CP575 ¹	Warranty - specify 5 Yr 75,000 mile zero deductible PREMIUMCare plan. 5 Yr 100,000 mile zero deductible use \$3330. Complete pricing schedule available upon request. Prices quoted per FordMoCo Florida Retail "Ford Protect" May 2016 Pricing Guide. For Specialty use: Police pursuit excluding p2L,p2m,k8a; Fire, Ambulance, Shuttle, Tow Truck add \$505 ¹	\$2,400.00 ¹



FLORIDA SHERIFFS ASSOCIATION & FLORIDA ASSOCIATION OF COUNTIES

1/2 TON PICKUP TRUCK - 4X2 SPECIFICATION #49

2017 Ford F-150 (F1C)

The Ford F-150 (F1C) purchased through this contract comes with all the standard equipment as specified by the manufacturer for this model and FSA's base vehicle specification(s) requirements which are included and made a part of this contract's vehicle base price as awarded by specification by zone.

ZONE:	★ Western	★ Northern	★ Central	Southern
BASE PRICE:	\$18,099.00	\$18,099.00	\$18,199.00	\$18,299.00

While the Florida Sheriffs Association and Florida Association of Counties have attempted to identify and include those equipment items most often requested by participating agencies for full size vehicles, we realize equipment needs and preferences are going to vary from agency to agency. In an effort to incorporate flexibility into our program, we have created specific add/delete options which allow the purchaser to tailor the vehicle to their particular wants or needs.

The following equipment delete and add options and their related cost are provided here to assist you in approximating the total cost of the type vehicle(s) you wish to order through this program. Simply deduct the cost of any of the following equipment items you wish deleted from the base unit cost and/or add the cost of any equipment items you wish added to the base unit cost to determine the approximate cost of the type vehicle(s) you wish to order.

NOTE: An official listing of all add/delete options and their prices should be obtained from the appropriate dealer in your zone when preparing your order. Additional add/delete options other than those listed here may be available through the dealers, however, those listed here must be honored by the dealers in your zone at the stated prices.



FLORIDA SHERIFFS ASSOCIATION & FLORIDA ASSOCIATION OF COUNTIES

1/2 TON PICKUP TRUCK - 4X2 SPECIFICATION #49

2017 Chevrolet Silverado 1500 (CC15703/1WT)
2017 Ford F-150 (F1C)
2017 GMC Sierra 1500 (TC15703/1SA)
2017 Nissan Titan S (36117)
2017 Ram 1500 (DS1L61)
2017 Toyota Tundra Long Bed (8229)

Listed above you will find the model numbers of the vehicles that will be included in this year's contract. All items factory installed unless otherwise noted. Please refer to the Emergency Vehicle Lighting Specifications for lightbar descriptions and the awarded dealer pricing.

1. ENGINE:

- a. Manufacturer's minimum 6 cylinder gasoline engine, alternator, battery and cooling package.

2. TRANSMISSION/AXLES:

- a. Manufacturer's standard automatic transmission and axles.

3. PERFORMANCE ITEMS:

- a. Manufacturer's standard power steering.
- b. Manufacturer's standard gauges.

4. COMFORT ITEMS:

- a. Manufacturer's standard air conditioning with 134A system.
- b. Manufacturer's standard tinted glass all around.
- c. Manufacturer's standard AM/FM stereo.
- d. Heavy duty rubber floor covering instead of carpet.
- e. Manufacturer's standard production seats. Purchaser will select color at time of order.
- f. Keys: two (2) per vehicle, single key locking system, (each vehicle keyed differently).

5. SAFETY ITEMS:

- a. Dual outside mirrors and inside rearview mirror.
- b. Interior dome lights with left and right door activated switches.
- c. Manufacturer's standard air bags.

6. BRAKES:

- a. Four wheel anti-lock brake ABS system.

7. TIRES AND WHEELS:

- a. Manufacturer's standard tires and wheels.
- b. Full size spare tire and rim, if available.

8. CHASSIS, FRAME, CAB:

- a. Manufacturer's standard colors, factory painted. Colors to be determined by individual agencies.
- b. Manufacturer's standard fuel tank.
- c. Manufacturer's standard front and rear bumpers.
- d. Manufacturer's standard bed.

Disclosure: The Florida Sheriffs Association working in conjunction with manufacturers, dealers and distributors of vehicles/equipment does their best to ensure Model names, numbers and codes represent the latest information available at the time the bid documents are prepared. However, due to the nature of the business, it is recommended that you confirm this information with your dealer representative at the time you are requesting a confirming quote.

VEHICLE:	F-150 (FIC)			
DEALER:	HUB CITY FORD	HUB CITY FORD	HUB CITY FORD	HUB CITY FORD
ZONE:	★ Western	★ Northern	★ Central	Southern
BASE PRICE:	\$18,099.00	\$18,099.00	\$18,199.00	\$18,299.00

Order Code	Delete Options	All Zones
	AM/FM stereo radio	NA
	Air conditioning	NA
	Full size spare tire and rim	NA

Order Code	Add Options	All Zones
99P ¹	Engine upgrade - specify 2.7L V-6 ECOBOOST ENG ¹	\$794.00 ¹
99F ¹	Engine upgrade - specify 5.0L V-8 ENG OR 3.5L V-6 ECOBOOST ENG \$2894.00 ¹	\$1,594.00 ¹
98G ¹	Bi-fuel model - specify REQ 5.0L V8 ENG GASEOUS PREP ENG ¹	\$314.00 ¹
98G ¹	CNG Model - Specify REQ 5.0L V-8 ENG GASEOUS PREP ENG ¹	\$314.00 ¹
98G-CNG ¹	CNG Conversion (discuss with dealer) REQ 5.0L V8 ENG GASEOUS PREP ENG ¹	\$13,996.00 ¹
98G-LPG ¹	LPG Conversion (discuss with dealer) REQ 5.0L V-8 ENG GASEOUS PREP ENG ¹	\$13,996.00 ¹
	Battery, 650 cca or greater	NA
	Dual batteries	NA
627 ¹	7,700 lbs. GVWR REQ TRAILER TOW PKG & 5.0L V-8 ENG & 141 W/BASE (7600LBS GVWR) ¹	\$3,889.00 ¹
67T ¹	Electric brake controller REQ TRAILER TOW PKG ¹	\$274.00 ¹
	Traction control	Std
XL6 ¹	Limited slip differential	\$569.00 ¹
300A ¹	Manufacturer's model upgrade package (specify pkg. bid) XLT PKG ¹	\$5,394.00 ¹
C ¹	Seat trim upgrade - specify	NC ¹
85A ¹	Power windows/door locks	\$969.00 ¹
50S ¹	Speed control	\$224.00 ¹
	Tilt steering wheel	Std
	Passenger dome lamp	Std
	Bucket seats in lieu of bench seat	NA
168 ¹	Carpet in lieu of rubber floor covering	\$144.00 ¹
FM ¹	Floor mats WEATHER TECK FLOOR MATS ¹	\$396.00 ¹
924 ¹	Deep tinted glass	\$99.00 ¹
	Sliding rear window	NA

VEHICLE:	F-150 (F1C)			
DEALER:	HUB CITY FORD	HUB CITY FORD	HUB CITY FORD	HUB CITY FORD
ZONE:	★ Western	★ Northern	★ Central	Southern
BASE PRICE:	\$18,099.00	\$18,099.00	\$18,199.00	\$18,299.00

58B ¹	AM/FM radio with single CD	\$289.00 ¹
	On-Star	NA
58C ¹	Satellite radio	\$484.00 ¹
AK-KF ¹	Additional Key(s) or Key Fob(s) when applicable	\$275.00 ¹
18B ¹	Cab Steps 18B (BLACK PLATFORM RUNNING BOARDS) 18E (BLACK TUBULAR RUNNING BOARDS) \$299.00 ¹	\$249.00 ¹
	Side air bags	Std
141 W/BASE ¹	Long bed in lieu of short bed	\$299.00 ¹
LH6" SP ¹	Left-hand pillar mounted 6" spotlight with clear halogen bulb, dealer installed	\$696.00 ¹
LH-RH6" SP ¹	Left & right-hand pillar mounted 6" spotlight with clear halogen bulb, dealer installed	\$896.00 ¹
VVSS ¹	Vent visors - stick-on style	\$144.00 ¹
RSFS ¹	Rainshields - flange style	\$144.00 ¹
BS ¹	Bug shield	\$396.00 ¹
54M-54Y ¹	Trailer tow mirrors	\$394.00 ¹
WGG ¹	Wrap-around grille guard	\$1,696.00 ¹
ATB ¹	Aluminum tool box	\$396.00 ¹
96P ¹	Bedliner	\$349.00 ¹
96W ¹	Spray-on bedliner (Rhino, Line-X or approved equivalent)	\$494.00 ¹
	Tow hooks	NA
53B ¹	Class IV hitch and ball INC 2" BALL PIN & CLIP ¹	\$192.00 ¹
8LB-W ¹	8,000 lb. winch with remote	\$1,696.00 ¹
53A ¹	Heavy duty towing package up to 5,000 lbs. with appropriate hitch INC 2" BALL PIN & CLIP ¹	\$596.00 ¹
53A ¹	Heavy duty towing package up to 7,200 lbs. with appropriate hitch INC 2" BALL PIN & CLIP REQ 3.5L V6 ECOBOOST ENG ¹	\$596.00 ¹
FTC ¹	Fiberglass tonneau cover (painted to match)	\$1,696.00 ¹
FCHT ¹	Fiberglass cab high toppler with front, side and rear windows (painted to match)	\$1,896.00 ¹
942 ¹	Daytime running lights	\$44.00 ¹
	Immobilize daytime running lights	NA
NFT ¹	Nitrogen filled tires including spare tire	\$199.00 ¹
	Full size spare tire and rim	Std
	Midbox body option	NA
STC ¹	Steel truck cap	\$6,996.00 ¹
CSH ¹	Cab shield headache rack (protects back of cab)	\$896.00 ¹
PREP ¹	Pipe rack w/expanded metal basket over cab (for pickup bed)	\$1,696.00 ¹
	Pipe rack w/expanded metal basket over cab (for utility body)	NA
SLRS ¹	Single ladder rack side mounted (specify street or curbside)	\$1,296.00 ¹

VEHICLE:	F-150 (F1C)			
DEALER:	HUB CITY FORD	HUB CITY FORD	HUB CITY FORD	HUB CITY FORD
ZONE:	★ Western	★ Northern	★ Central	Southern
BASE PRICE:	\$18,099.00	\$18,099.00	\$18,199.00	\$18,299.00

153 ¹	Front license bracket	NC ¹
85H ¹	Backup alarm, factory installed	\$124.00 ¹
BAD ¹	Backup alarm, dealer installed	\$124.00 ¹
76C ¹	Backup camera with 3.5" LCD (rear mounted camera to provide wide angle field of vision at rear of vehicle)- factory installed	\$249.00 ¹
BUC ¹	Backup camera with 3.5" LCD (rear mounted camera to provide wide angle field of vision at rear of vehicle) - dealer installed	\$696.00 ¹
	Optional equipment - specify	NA
	Optional equipment - specify	NA
	Optional equipment - specify	NA
	Optional equipment - specify	NA
	Optional equipment - specify	NA
LRPH ¹	Labor rate per hour	\$96.00 ¹
TEMP TAG ¹	Temporary tag	\$36.00 ¹
TER ¹	Transfer existing registration (must provide tag number)	\$100.00 ¹
NST ¹	New state tag (specify state, county, city, sheriff, etc.)	\$165.00 ¹
	Maintenance Plan - specify	NA
	Maintenance Plan - specify	NA
	Maintenance Plan - specify	NA
6/100 ¹	Warranty - specify POWERTRAIN CARE WITH (0) DED ¹	\$1,740.00 ¹
6/100 ¹	Warranty - specify BASSE CARE WITH (0) DED ¹	\$2,130.00 ¹
6/100 ¹	Warranty - specify EXTRA CARE WITH (0) DED ¹	\$2,585.00 ¹

AGENDA ITEM REPORT

March 13, 2017

ITEM NUMBER: 7.

ITEM: Consideration and Approval of award of contract to C&I Construction in the amount of \$13,967 for sanitary sewer lateral point repair at 9601 East Bay Harbor Drive. Enclosed find a copy of the Bid package and results.

DESCRIPTION:

Award in the amount of \$13,967.00 to C&I Construction and Design, Inc. to repair the collapsed sanitary sewer lateral for the Grand Beach Hotel at 9601 East Bay Harbor Drive.

The property consists of three lots with two sanitary sewer laterals. The project requires the use of both laterals to serve the 96-room Grand Beach Hotel. One lateral is of good quality and can be utilized by the project. The second lateral has a 6-foot collapsed section which requires repairing prior to it being connected to the project. Please see attached bid documents and bid tabulation sheet. A public advertisement was placed in the Daily Business Review on February 8, 2017, and bids were due and opened on February 23, 2017. All contractors visited the site and bid under the same set of parameters set forth by the Town. Bids were opened and ranged from \$13,967.00 to \$36,565. C&I Construction and Design was the low bidder and has performed prior work of this nature for the Town with satisfactory results.

RECOMMENDED ACTION:

Approval.

FINANCIAL ANALYSIS:

BUDGET IMPACT:

Submitted By: Douglas Armstrong, Assistant Public Works Director
Randy Daniel, Town Engineer

ATTACHMENTS

1.	BHI 175 Bid Package	BHI 175 BID PACKAGE TO PROSPECTIVE BIDDERS 09FEB2017.pdf
2.	Bid Opening Results	BHI 175 BID TABULATION 23FEB2017.pdf

CONTRACT DOCUMENT

FOR

PROJECT NO. BHI-175

**SEWER LATERAL POINT REPAIR:
9601 E. BAY HARBOR DRIVE**



FEBRUARY 2017

TOWN OF BAY HARBOR ISLANDS

TOWN OF BAY HARBOR ISLANDS, FLORIDA
ADVERTISEMENT FOR BIDS

Sealed bids for Contract No. BHI-175 "Sewer Lateral Point Repair: 9601 East Bay Harbor Drive" must be received by the Town Manager, Town of Bay Harbor Islands, 9665 Bay Harbor Terrace, Bay Harbor Islands, Florida 33154, up to 2:00 P.M. on Thursday, February 21, 2017, at which time bids will be publicly opened and read aloud.

The nature and scope of this project is:

Saw cutting the roadway, excavating approximately 6 feet in depth within the roadway, removing and hauling away all piping and spoil, replacement of approximately 6 LF of 6" VCP sewer lateral pipe, using Fernco connections. Once the repair is completed and inspected, the contractor shall backfill excavation with flowable fill to FDOT standards (filling excavation to 18" below finished grade of the roadway and topping off the remainder of excavation with compacted lime rock, subject to compaction testing to a minimum of 98% of maximum density.) Once density tests are verified, the contractor shall patch roadway excavation with rolled, hot mix asphalt and replace any disturbed pavement markings with temporary markings.

Work must coincide with on-site contractor's work in tapping the water main, currently planned for the first week in April of 2017. MOT shall be provided, based on the traffic control in place for the on-site contractor working on the water main tap.

Contract Bid Documents are open to public inspection during office hours at the office of the Assistant Public Works Director, Town of Bay Harbor Islands, 9665 Bay Harbor Terrace, Bay Harbor Islands, FL 33154, and may be obtained at the above location free of charge. Information is available by emailing the Assistant Public Works Director, Douglas Armstrong at darmstrong@bayharborislands.net.

The Town of Bay Harbor Islands reserves the right to waive any irregularities and to reject any and all bids.

Town of Bay Harbor Islands, Florida
Marlene Siegel, Town Clerk

BHI-175 SEWER LATERAL POINT REPAIR: 9601 EAST BAY HARBOR DRIVE

INSTRUCTION TO BIDDERS

1. BIDDING DOCUMENTS

The Bidding Documents shall comprise of the following:

- 1.1 Advertisement to Bid
- 1.2 Instruction to Bidders
- 1.3 Bid Form
- 1.4 Location Map
- 1.5 Letter of Agreement

2. QUALIFICATIONS OF BIDDERS

Bidders must have been in business for a minimum of five years, and show proof of licensure or certification to conduct business in the State of Florida.

3. EXAMINATION OF CONTRACT DOCUMENTS AND SITE

- 3.1 Before submitting a Bid, each Bidder must (a) examine the Bid Documents thoroughly, (b) visit the site to familiarize himself with local conditions that may in any manner affect cost, progress or performance of the Work, (c) familiarize himself with federal, state and local laws, ordinances, rules and regulations that may in any manner affect cost, progress or performance of the Work; and (d) study and carefully correlate Bidder's observations with the Contract Documents.
- 3.2 The Town will provide each Bidder access to the site to conduct such investigations necessary for submission of his Bid. This must be a prearranged meeting prior to 2:00 p.m. on February 20, 2017.
- 3.3 The submission of a Bid will constitute an incontrovertible representation by the Bidder that he has complied with every requirement of this Article 3 and that the Bid Documents are sufficient in scope and detail to indicate and convey an understanding of all terms and conditions of performance of the Work.

4. INTERPRETATIONS

All questions about the meaning or intent of the Bid Documents shall be submitted, in writing, via email, to Douglas Armstrong, Assistant Public Works Director at darmstrong@bayharborislands-fl.gov. All email requests for information will be responded to by 5:00 P.M. on February 20, 2017. The Town will NOT entertain any more questions after this date and time.

5. BID SECURITY

- 5.1 Bid Security shall be made payable to Town in an amount of five percent (5%) of the Bidder's maximum Bid price in the form of a Certified or Cashier's check OR a Bid Bond issued by a Surety company.
- 5.2 The Bid Security of the Successful Bidder will be retained until such Bidder has executed the Agreement and furnished the required Contract Security, whereupon it will be returned; if the successful Bidder fails to execute and deliver the Agreement and furnish the required Contract Security within ten (10) days of the notice to award, Town may annul the Notice of Intent to Award and the Bid Security of that Bidder be forfeited. The Bid Security of any Bidder whom Town believes to have a reasonable chance of receiving the award may be retained by Town until the earlier of the seventh day after the "Letter of Agreement" is signed by the Town and the required Contract Security is furnished or the sixty-first day after the Bid opening. Bid Security of other Bidders will be returned within fourteen (14) days of the Bid opening.

6. CONTRACT TIME

Upon signing the Letter of Agreement, the contractor shall be given thirty (30) working days to complete the project. The total contract time is; therefore, 30 days.

7. BID FORM

- 7.1 The Bid Form is attached hereto; additional copies may be obtained from Town.
- 7.2 Bid Forms must be legible, completed in ink or by typewriter or computer. The Bid price of each item on the form must be stated in numerals.
- 7.3 Bids by corporations must be executed in the corporate name by the president or a vice-president (or other corporate officer accompanied by evidence of authority to sign), and the corporate seal must be affixed and attested by the secretary or an assistant secretary. The corporate address and state of incorporation shall be shown below the signature.

- 7.4 Bids by partnerships must be executed in the partnership name and signed by a partner, whose title must appear under the signature and the official address of the partnership must be shown below the signature.
- 7.5 All names must be typed or printed below the signature.
- 7.6 The Bid shall contain an acknowledgment of receipt of all Addenda (the numbers of which shall be filled in on the Bid Form).
- 7.7 The address to which communications regarding the Bid are to be directed must be shown.

8. INSURANCE

The successful contractor shall provide the following insurance coverages as a prerequisite for signing the Letter of Agreement.

- 8.1 Comprehensive General Liability:
 - (a) Coverage to include Premise/Operations, Broad Form Property Damage, Contractual Personal Injury, and XCU (where applicable).
- 8.2 Limits:
 - (a) General Aggregate \$1,000,000
 - (b) Each Occurrence \$1,000,000
 - (c) Personal Injury \$1,000,000
- 8.3 Coverage is to be written on an "occurrence" basis.
- 8.4 Owners and Contractors Protection
 - (a) Bodily Injury:
 - Annual Aggregate \$2,000,000
 - Each Occurrence \$1,000,000
 - (b) Property Damage:
 - Annual Aggregate \$2,000,000

9. SUBMISSION OF BIDS

Bids shall be submitted at the time and place indicated in the Invitation to Bid and shall be included in an opaque sealed envelope, marked with the Project title and name and address of the Bidder and accompanied by the Bid Security and other required documents. If the Bid is sent through the mail or another delivery system, the sealed envelope shall be enclosed in a separate envelope with the notation "BID ENCLOSED" on the face thereof. Emailed bids will not be accepted.

9.1 BID FORM

Contractor shall provide a lump-sum price for the following: Saw cutting and removal of, approximately 10' x 10' square, the asphalt roadway, excavating approximately 6 feet in depth within the roadway, removing and hauling away all piping and spoil material, removal of existing collapsed 6" VCP section and replacement of same with approximately 6 LF of 6" extra-heavy gravity sewer pipe (AWWA C-900, green in color), using proper Fernco connections, matching 6" VCP to 6" C-900. Once the repair is completed and inspected, the contractor shall backfill excavation with flowable fill to FDOT standards (filling excavation to 18" below finished grade of the roadway and topping off the remainder of excavation with compacted lime rock, subject to compaction testing to a minimum of 98% of maximum density.) Once density tests are verified, the contractor shall patch roadway excavation with rolled, hot mix asphalt and replace any disturbed pavement markings with temporary markings. Ongoing dewatering of the excavation is likely while performing this work. Please plan in your bid to have a pumping system on site and provide the relevant precautions to avoid dumping contaminated water into the Town's storm water system.

Work must coincide with on-site contractor's MOT during the first week in April of 2017. MOT shall be provided, based on the traffic control in place for the on-site contractor working on the water main tap.

10. MODIFICATION AND WITHDRAWAL OF BIDS

- 10.1 Bids may be modified or withdrawn by an appropriate document duly executed (in the manner that a Bid must be executed) and delivered to the place where Bids are to be submitted at any time prior to the opening of Bids.
- 10.2 If, within twenty-four hours after Bids are opened, any Bidder files a duly signed written notice with Town and promptly thereafter demonstrates to the reasonable satisfaction of Town that there was a material and substantial mistake in the preparation of his Bid, that Bidder may withdraw his Bid and the Bid Security will be returned. Thereafter, that Bidder will be disqualified from further bidding on the Work.

11. OPENING OF BIDS

Bids will be opened publicly.

- 11.1 Bids are opened publicly, read aloud, and an abstract of the amounts of the base Bids and major alternates (if any) will be made available after the opening of Bids.

12. BIDS TO REMAIN OPEN

All Bids shall remain open for sixty (60) days after the day of the Bid opening, but Town may, in its sole discretion, release any Bid and return the Bid Security prior to that date.

13. AWARD OF CONTRACT

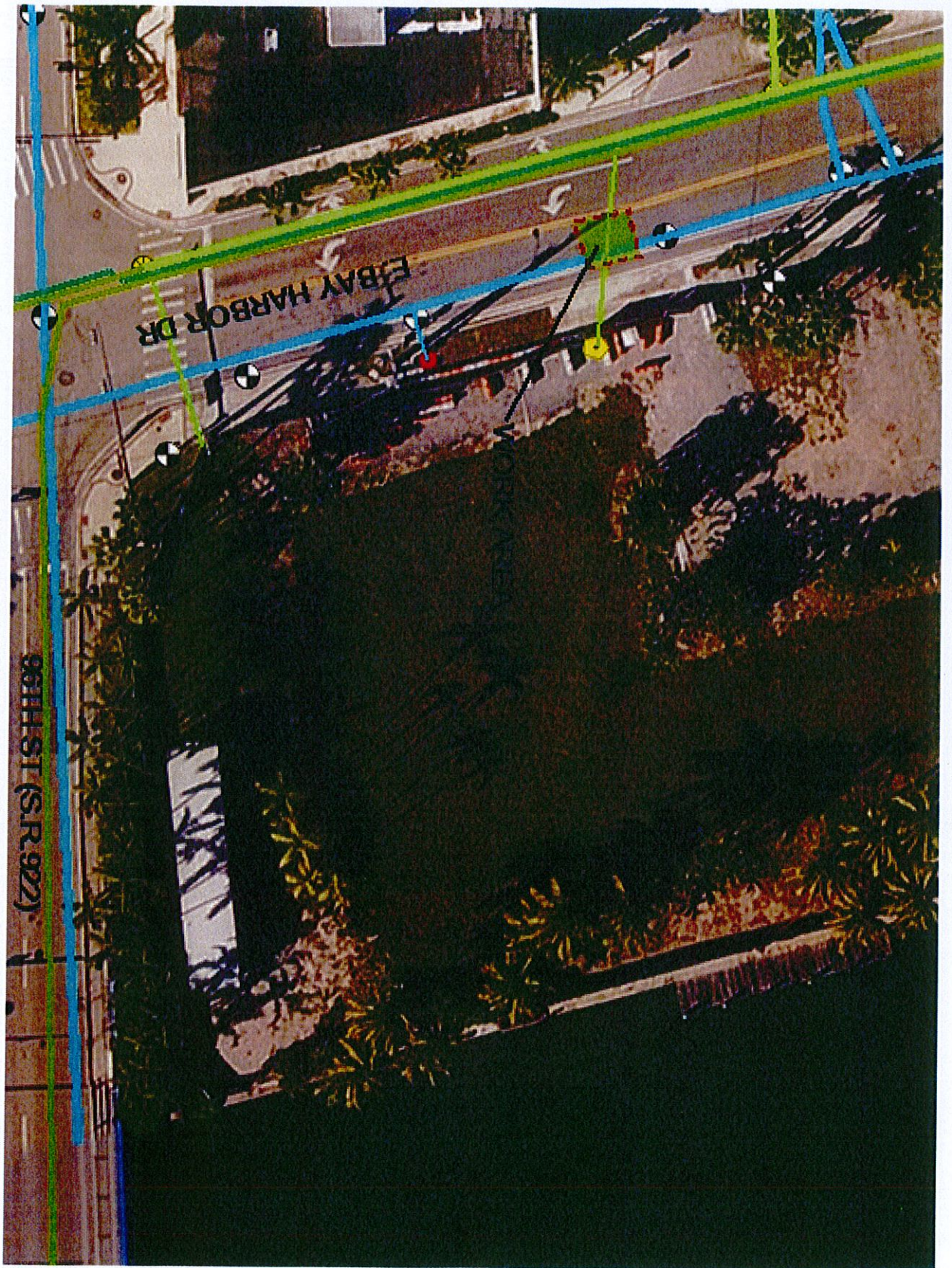
- 13.1 Town reserves the right to reject any and all Bids, to waive any and all informalities and to negotiate contract terms with the Successful Bidder, and the right to disregard all nonconforming, non-responsive or conditional Bids. Discrepancies between words and figures will be resolved in favor of words. Discrepancies between the indicated sum of any column of figures and the correct sum thereof will be resolved in favor of the correct sum. Discrepancies between the indicated value and the correct value as calculated by the product of the unit price and the estimated quantity will be resolved by using the stated unit price.
- 13.2 In evaluating Bids, Town shall consider the qualifications of the Bidders, whether or not the Bids comply with the prescribed requirements, alternates, additive/deductive amounts, and unit prices, if requested in the Bid forms. THE TOWN AT ITS SOLE DISCRETION SHALL AWARD THIS CONTRACT BASED ON THE TOTAL BID AMOUNT.
- 13.3 Town will consider the qualifications and experience of the Bidder, and other persons or organizations (including those who are to furnish the principal items of material or equipment) proposed for the pump. The identity of other persons and organizations, if required to determine award of contract, must be submitted to Town upon request.
- 13.4 Town will conduct such investigations as Town deems necessary to assist in the evaluation of any Bid and to establish the responsibility, qualifications and financial ability of the Bidders, to supply the pump in accordance with the Contract Documents to Town's satisfaction within the prescribed time. Issues such as past performance, adherence to schedule, and change order requests will be included in this evaluation. The weighing of these factors is at the discretion of the Town.
- 13.5 At the sole discretion of the Town, the Town reserves the right to reject the Bid of any Bidder.
- 13.6 If the contract is to be awarded, it will be awarded to the lowest responsible Bidder whose evaluation by Town indicates that the award will be in the best interest of the Town.

- 13.7 If the contract is to be awarded, Town will give the Successful Bidder notice no later than March 14, 2017.

14. SIGNING OF LETTER OF AGREEMENT

When Town gives notice to the successful bidder that he is being considered for the contract award, he will be required to sign two (2) copies of the Letter of Agreement within three (3) business days.

BID FORM					
BHI-175 SEWER LATERAL POINT REPAIR: 9601 EAST BAY HARBOR DRIVE					
ITEM	DESCRIPTION	QTY	UNIT	UNIT COST	EXT COST
1	• Saw cutting and removing, approximately 10' x 10' square, the asphalt roadway. • Excavating approximately 6 feet in depth within the roadway. • Removing and hauling away all piping and spoil material. • Removal of existing collapsed 6" VCP section and replacement of same with approximately 6 LF of 6" extra-heavy gravity sewer pipe (AWWA C-900), using proper Fernco connections, matching 6" VCP to 6" C-900. • Backfill excavation with flowable fill to FDOT standards. • Density testing of compacted materials. • Replacement of excavated asphalt with hot mix, rolled asphalt. • Replacement of any removed pavement markings with temporary markings.	1	L.S.		
2	Hydro excavation in lieu of machine digging. (<i>Fill in this line item only if your bid includes the use of a high pressure jet and vacuum suction for excavating, otherwise, include excavation costs in line item 1.</i>)	1	L.S.		
3	MOT: <u>Provided by on-site Contractor</u>	1	ea	\$0.00	\$0.00
				TOTAL	



Date: March 14, 2017

Attn:

RE: Contract BHI-175 "Sewer lateral Point Repair: 9601 East Bay Harbor Drive" - Letter of Agreement

Dear:

Further to your proposal dated _____, this confirms our intent to award the above referenced contract to your firm, in the amount of _____ (\$_____).

The scope of work is as follows:

Contractor shall provide saw cutting and removal of, approximately 10' x 10' square, the asphalt roadway; Excavating approximately 6 feet in depth within the roadway; Removing and hauling away all piping and spoil material; Removal of existing collapsed 6" VCP section and replacement of same with approximately 6 LF of 6" extra-heavy gravity sewer pipe (AWWA C-900), using proper Fernco connections, matching 6" VCP to 6" C-900; Once the repair is completed and inspected, the contractor shall backfill excavation with flowable fill to FDOT standards (filling excavation to 18" below finished grade of the roadway and topping off the remainder of excavation with compacted lime rock, subject to compaction testing to a minimum of 98% of maximum density.); Once density tests are verified, the contractor shall patch roadway excavation with rolled, hot mix asphalt and replace any disturbed pavement markings with temporary markings.

Work must coincide with on-site contractor's work in tapping the water main, currently planned for the first week in April of 2017. MOT shall be provided, based on the traffic control in place for the on-site contractor working on the water main tap.

In addition to the above, your responsibilities shall include the following:

1. The contractor shall protect all landscaping material or any other Town Owned property and secure all unfinished work to protect vehicles and pedestrians.

2. The Contract amount will be paid, less 10% retainage, upon acceptance of the work by the Town. Retainage shall be released when the project has achieved final completion.
3. The Contractor shall also obtain from the Town a construction permit prior to the commencement of the work. In this regard, the Contractor shall pay 0.06% of the contract value as a County surcharge through the Town's Building Department.
4. The Contractor shall maintain the cleanliness of the site on a daily basis. All debris shall be carted away according to local laws and regulations.
6. For the purposes of this Agreement, a working day is defined as Monday to Saturday between the hours of 9:00 a.m. to 5:00 p.m.
7. Work shall commence when the construction permit has been obtained from the Town.

Two (2) copies of this letter of Agreement are hereby forwarded for your execution.

Please indicate your acceptance of these Terms and Conditions in the space provided below and return both copies. Upon receipt, the Town will execute both and return one (1) copy for your files.

Sincerely,
TOWN OF BAY HARBOR ISLANDS

Ron Wasson
Town Manager

Marlene Marante
Town Clerk

Date: _____

Date: _____

Contractor

Witness

Date: _____

Date: _____

BID CLOSING

Thursday, 23 February 2017 @ 2:00 PM

Town of Bay Harbor Islands

BHI-175-SEWER LATERAL POINT REPAIR

1.

		Bond	Bid Amount \$
Company Name	C & I CONSTRUCTION	YES	\$13,967.00
Contractor Name	14031 SW 143 COURT, UNIT 6		
Address/ Phone #	MIAMI, FL 33186		
	305-255-6067		

2.

Company Name	V ENGINEERING & CONSULTING	YES	\$21,574.00
Contractor Name	2929 SW 3 AVE, SUITE 340		
Address/ Phone #	MIAMI, FL 33129		
	786-420-5950		

3.

Company Name	LMK PIPE RENEWAL	CASHIER CHECK	\$22,500.00
Contractor Name	1131 NW 55 TH STREET		
Address/ Phone #	FORT LAUDERDALE, FL 33309		

4.

Company Name	STONE CONCEPT MIAMI INC.	NO	\$36,565.00
Contractor Name	1239 ROBIN AVE		
Address/ Phone #	MIAMI SPRINGS, FL 33166		

5.

Company Name	SHENANDOAH GENERAL CONST	YES	\$33,500.00
Contractor Name	1888 NW 22 STREET		
Address/ Phone #	POMPANO BEACH, FL 33069		
	954-975-0098		

AGENDA ITEM REPORT

March 13, 2017

ITEM NUMBER: 8.

ITEM: Consideration and Approval to utilize the Miami Parking Authority (MPA) contract with Parkeon, Inc. for the purchase of 6 parking meter stations in the amount of \$34,950, plus \$1,800 for installation. The proposed location for replacement are Block 11 - Alley (3); 97th Street lot (1) and the 95th Street parking lot (2). Enclosed find a copy of the contract of Parkeon with MPA and supporting documents.

DESCRIPTION:

As per Council's request, staff is proposing on replacing all of the single head parking meters the Block 11 parking lot, 95th Street parking lot, and the Brown Lot with new "Pay by Plate" pay stations from Parkeon. The Town has used parkeon meters for over 10 years and has been extremely satisfied with their meters. The proposed meters will accept coins and credit cards only. Pay by Phone is also available to customers at these lots.

As per section 2-1.2(6) of the Town Code, staff is seeking permission to "piggy back" off of Miami Parking Authority's current contract with Parkeon. This is a budgeted item.

Staff recommends approval of the purchase in the amount of \$34,950 and the installation of \$1,800.

RECOMMENDED ACTION:

Approval

FINANCIAL ANALYSIS:

The total cost of the 6 is \$34,950. The total amount budgeted is \$78,000.

BUDGET IMPACT:

Submitted By: Juan Jimenez, Assistant Town Manager
 Stephanie Bruder, Vice Mayor

ATTACHMENTS

1.	MPA RFP	Miami RFP 14-07 for Pay by Plate (2).pdf
2.	MPA Contract	MPA Fully Executed 9-2014.pdf
3.	Pictures	Municipal Lot- Meter Pics.pdf
4.	Proposal	Copy of Bay Harbour Business District 2-28-2017.xls

**REQUEST FOR PROPOSAL
FOR
PROVISION OF PAY BY PLATE PARKING METERS**

RFP 14-07 Provision of Pay-by-Plate Parking Meters



Contracting Officer: Alejandra Argudin
Chief Operating Officer
Telephone: (305) 373-6789

**SUBMISSIONS ARE DUE AT THE ADDRESS SHOWN BELOW
NO LATER THAN**

May 12th, 2014 by 10:00 A.M. (Local Time)

At

**Miami Parking Authority
Attn: Procurement Department
40 NW 3rd Street, Suite 1103
Miami, FL 33128**

THE RESPONSIBILITY FOR SUBMITTING A RESPONSE TO MIAMI PARKING AUTHORITY ON OR BEFORE THE STATED TIME AND DATE IS SOLELY AND STRICTLY THE RESPONSIBILITY OF THE PROPOSER. MIAMI PARKING AUTHORITY IS NOT RESPONSIBLE FOR DELAYS CAUSED BY ANY MAIL, PACKAGE OR COURIER SERVICE, INCLUDING THE U.S. MAIL, OR CAUSED BY ANY OTHER OCCURRENCE.

MIAMI PARKING AUTHORITY IS AN EQUAL OPPORTUNITY EMPLOYER AND DOES NOT DISCRIMINATE BASED ON AGE, GENDER, RACE, SEXUAL ORIENTATION OR DISABILITY.

PUBLIC NOTICE

The Department of Off-Street Parking of the City of Miami (City”) d/b/a Miami Parking Authority (MPA) is inviting interested parties (“Proposers” or “Respondents”) to submit Proposals (“Proposal” or “Submission ”) for PROVISION OF PAY BY PLATE PARKING METERS (“EQUIPMENT”).

Interested firms may pick up a copy of the Request for Qualification (“RFP”) to be issued on, **April 8th, 2014** at 40 NW Third Street, Suite 1103, Miami, Florida 33128. The RFP contains detailed and specific information about the scope of services, submission requirements and selection procedures.

One (1) original, five (5) bound copies, and one (1) copy on CD-ROM in PDF format of the completed and executed submission must be delivered to the administrative office of the **Miami Parking Authority, 40 Northwest Third Street, Suite #1103, Miami, Florida 33128 no later than 10:00 AM. (EST), on or before May 12th, 2014.** Submissions received past such deadline and/or submitted to any other location or office shall be deemed not responsive and rejected. MPA’s Chief Executive Officer and/or the MPA’s Board of Directors (“Board”) reserves the right to accept any submission deemed to be in the best interest of Miami Parking Authority, to waive any technicalities or irregularities in any submission and/or reject any or all submissions and re-advertise for new submissions.

A pre-bid meeting will be held on April 21, 2014 in order to answer any questions or to clarify any doubts that may arise after preliminary review of this document. This pre-bid meeting will not be mandatory and failure to be present will not be a cause for disqualification. Any prospective bidder that is not in attendance must submit any questions in writing by no later than April 22nd, 2014 at 5:00 pm. Proposers may fax or mail their requests to the attention of Rolando Tapanes, Procurement Manager, 40 N.W. 3rd Street, Suite #1103, Miami, Florida 33128. The facsimile number is (305) 371-9451; email is: rtapanes@miamiparking.com. All responses to questions/clarifications will be sent to all prospective bidders in the form of an addendum.

Interested firms/individuals are responsible for visiting MPA’s website or contacting Rolando Tapanes to obtain and/or download crucial information pertaining to the RFP. All responses to questions/clarifications will be sent to all prospective bidders in the form of an addendum.

This RFP is also available on our website: www.miamiparking.com.

TABLE OF CONTENTS

SECTION	DESCRIPTION
1.0	Introduction to Request for Qualification
2.0	Scope of Services
3.0	RFP General Conditions
4.0	Special Conditions of Proposed Contract(s)
5.0	Instructions for Submitting A Response
6.0	RFP Response Forms
7.0	RFP Timetable & Evaluation/Selection Process

1.0 INTRODUCTION TO REQUEST FOR QUALIFICATION

The Miami Parking Authority (MPA) desires to engage a qualified vendor to provide a turn-key parking meter system to replace the existing Pay and Display (PAD) multi-space parking meters throughout the City of Miami. The new system will consist of Pay by Plate (PBP) multi-space parking meters controlled by a single integrated Parking Meter Management System (PMMS). The PMMS should be provided using the Software as a Service model (SaaS) serves from either the vendor's public or private cloud. The MPA desires solar/battery powered parking meters that communicate via a wireless communication network. The meter system shall provide flexible payment options, multiple add-on capabilities, and dynamic management features.

Services will include provision of the parking meters and PMMS as well as installation, configuration, and testing of the entire system as a functioning whole. The system is required to be installed in phases and should be fully operational by December 2014.

MPA currently has approximately 700 existing PAD multi-space pay stations covering about 7,000 parking spaces and is seeking to replace these with approximately 300-400 Pay by Plate multi-space meters to be located in existing areas. MPA also desires a single (or seamlessly integrated), PMMS software application to manage multi-space meters. The PMMS should provide the capability to integrate with Miami Dade County's enforcement software as well as parking space occupancy sensor technology in the future.

1.1. Invitation

Thank you for your interest in this RFP process. MPA through its Procurement/Purchasing Department invites Proposals which offer to provide the equipment ("Equipment") described in Section 2.0: *"Scope of Services."*

1.2. Contract

The Proposer qualified to provide the Equipment (the "Successful Proposer") shall be required to execute a Purchase Order ("Contract") with MPA in substantially the form attached as Exhibit A hereto. The award to the Successful Proposer will be made subject to an express condition precedent of negotiation of a PO satisfactory to MPA, and the Proposer, and if such negotiation does not successfully conclude, the award will not be made to the Successful Proposer.

1.3. Deadline for Receipt of Request for Additional Information / Clarification

Any request for additional information or clarification must be received in writing **no later than 5:00 p.m. (EDT), April 22nd, 2014**. Proposers may fax or mail their requests to the attention of Rolando Tapanes, Manager of Procurement and Administration, 40 N.W. 3rd Street, Suite #1103, Miami, Florida 33128. The facsimile number is (305) 371-9451 or email: rtapanes@miamiparking.com.

1.4. Letter of Intent to Respond

The MPA must receive a letter of intent to respond (“LIR”) by the date and time indicated in the timetable. This letter can be mailed, delivered, faxed or e-mailed to:

Rolando Tapanes
Manager of Procurement and Administration
Miami Parking Authority
40 NW 3rd Street, Suite #1103 Miami, FL 33128
Phone: (305) 373-6789 Ext. 297
E-Mail: rtapanes@miamiparking.com Fax: (305) 371-9451

This is a mandatory requirement. Failure to submit an LIR by the deadline specified will result in the disqualification of any Proposal submitted by the Proposer.

Submission of the LIR constitutes the Proposer’s acceptance of the procedures, evaluation criteria, and other administrative instructions of this RFP.

LIR’s may be withdrawn at any time before the Submission deadline.

1.5. Cone of Silence

MPA is exempted from the City of Miami Cone of Silence Ordinance, Section 18-74(c)(r).

1.6. Additional Information or Clarification

Requests for additional information or clarifications must be made in writing and received by the Procurement Manager, specified on the Public Notice section of this RFP, in accordance with the deadline for receipt of questions specified in the RFP (see Section 1.3). The request must contain the RFP number and title, Proposer’s name, name of Proposer’s contact person, address, phone number, and facsimile number.

Electronic facsimile requesting additional information will be received by the Procurement Manager for this RFP at the fax number (305) 371-9451. Facsimiles must have a cover sheet which includes, at a minimum, the Proposer’s name, name of Proposer’s contact person, address, number of pages transmitted, phone number, facsimile number, and RFP number and title.

The MPA will issue responses to inquiries and any other corrections or amendments it deems necessary in written addenda issued prior to the Proposal Submission Date. Proposers should not rely on any representations, statements or explanations other than those made in this RFP or in any written addendum to this RFP. Where there appears to be conflict between the RFP and any addenda issued, the last addendum issued shall prevail.

1.7. Award of Contract

The Contract will be awarded to the Successful Proposer by the Board based upon the minimum qualification requirements reflected herein. The MPA reserves the right to execute or not execute, as applicable, a Contract with the Successful Proposer that is determined to be in the MPA’s best interests.

If the MPA and the Successful Proposer cannot negotiate a mutually acceptable Contract, MPA may terminate the negotiations and begin negotiations with the second-ranked Proposer. This process may continue until a Contract has been executed or all submissions have been rejected. No Proposer shall have any rights in the subject project or against MPA arising from such negotiations. The Contract will be furnished by the MPA; will contain certain terms as are in the MPA's best interests, and may be executed on a project by project basis.

1.8. Contract Execution

A Contract will be negotiated and executed between the Successful Proposer and the MPA upon the date of notice of award and shall be effective for five (5) years. The successful operation of this Contract requires that the Successful Proposer and MPA agree to act in good faith in all matters relating to carrying out the Services, derivation of rates and interpretation of this document. MPA shall have the option to extend for one (1) additional five (5) year period. Continuation of the Contract beyond the initial term is an MPA prerogative, not a right of the Successful Proposer.

1.9. Unauthorized Work

The Successful Proposer shall not begin work until the above referenced PO is executed by the parties, and an MPA "Purchase Order" is received. The Purchase Order(s) shall specify the price and period of time allotted for the completion of the Services.

1.10. Instructions

Careful attention must be given to all requested items contained in this RFP. Proposers are invited to submit responses in accordance with the requirements of this RFP. **PLEASE READ THE ENTIRE SOLICITATION BEFORE SUBMITTING A PROPOSAL.** Proposers shall make the necessary entry in all blanks provided for the responses.

The entire set of documents constitutes the RFP. The Proposer must return these documents with all information necessary for the MPA to properly analyze Proposer's response in total and in the same order in which it was issued. Proposer's notes, exceptions, and comments may be rendered on an attachment, provided the same format of this RFP text is followed. All Proposals shall be returned in a sealed envelope or package with the RFP number and opening date clearly noted on the outside of the envelope.

Proposers must provide a response to each requirement of the RFP. Responses should be prepared in a concise manner with an emphasis on completeness and clarity.

1.10.1. PRIORITY OF PROVISIONS

If there is a conflict with the Request for Proposal and the executed Contract, the Contract shall prevail. MPA reserves the right to resolve any contradictions and to correct any errors contained in its proposal documents.

If there is a conflict or inconsistency between any term, statement, requirement, or provision of any exhibit attached hereto, any document or events referred to herein, or any document incorporated

into the Contract by reference and a term, statement, requirement, the specifications and plans prepared by the Consultant, or provision of the Contract documents the following order of precedence shall apply:

- Revisions (Amendments) to the Contract which are executed shall govern over the Contract.
- The Contract shall govern over the RFP, any Addendum to the RFP, and the RFP Response.
- The RFP shall govern over the RFP Response.

1.11. Changes / Alterations

Proposer may change or withdraw a Proposal at any time prior to the submission deadline; however, no oral modifications will be allowed. Written modifications shall not be allowed following the submission deadline.

1.12. Sub-Proposer(s) or Sub-Consultant(s)

A Sub-Consultant, herein known as Sub-Proposer(s) is an individual or firm contracted by the Proposer or Proposer's firm to assist in the performance of Services required under this RFP. A Sub-Proposer shall be paid through Proposer or Proposer's firm and not paid directly by the MPA. Sub-Proposers are allowed by the MPA in the performance of the Services delineated within this RFP. Proposer must clearly reflect in its Proposal the major Sub-Proposers to be utilized in the performance of required Services. The MPA retains the right to accept or reject any Sub-Proposers proposed in the response of Successful Proposer or prior to Contract execution. Any and all liabilities regarding the use of a Sub-Proposer shall be borne solely by the Successful Proposer and insurance for each Sub-Proposer must be maintained in good standing and approved by the City of Miami's Risk Management Department throughout the duration of the Contract. Neither Successful Proposer nor any of its Sub-Proposers are considered to be employees or agents of the MPA. Failure to list all Sub-Proposers and provide the required information may disqualify any proposed Sub-Proposers from performing work under this RFP.

Proposers shall include in their Responses the requested Sub-Proposer information and include all relevant information required of the Proposer. In addition, within five (5) working days after the identification of the award to the Successful Proposer(s), the Proposer shall provide a list confirming the Sub-Proposers that the Successful Proposer intends to utilize in the Contract, if applicable. The list shall include, at a minimum, the name, location of the place of business for each Sub-Proposer, the services Sub-Proposer will provide relative to any Contract that may result from this RFP, any applicable licenses, references, ownership, and other information required of Proposer.

1.13. Discrepancies, Errors, and Omissions

Any discrepancies, errors, or ambiguities in the RFP or addenda (if any) should be reported in writing to the MPA's Procurement/Purchasing Department. Should it be necessary, a written addendum will be incorporated to the RFP. The MPA will **NOT** be responsible for any oral instructions, clarifications, or other communications.

1.14. Disqualification

The MPA reserves the right to disqualify Proposals before or after the submission date, upon evidence of collusion with intent to defraud or other illegal practices on the part of the Proposer. It also reserves the right to waive any immaterial defect or informality in any Proposals; to reject any or all Responses in whole or in part, or to reissue a Request for Qualifications.

1.15. Submission Receipt

Sealed Proposals will be accepted in accordance with the instructions detailed on the cover of this RFP. After that date and time, Responses will **not** be accepted. The Proposer shall file all documents necessary to support its Proposal and shall include them with its Proposal. Proposers shall be responsible for the actual delivery of Proposals during business hours to the exact address indicated on the cover and in the RFP. Proposals that are not received by **MPA'S OFFICE** by the deadline established in the RFP shall **not** be accepted or considered by the MPA.

1.16. Capital Expenditures

The Successful Proposer understands that any capital expenditures that the Successful Proposer makes, in order to perform the services required by the MPA in this RFP, is a business risk which the Successful Proposer may include in its proposed price. The MPA, however, is not and shall not pay or reimburse any capital expenditures or any other expenses, incurred by any Proposer, in anticipation of a Contract award.

1.17 Proposer's Responsibility

Before submitting a Proposal, each Proposer shall make all investigations and examinations necessary to ascertain all conditions and requirements affecting the full performance of the Services. Lack of knowledge of such conditions and requirements resulting from failure to make such investigations and examinations will not relieve the Successful Proposer from any obligation to comply with every detail and with all provisions and requirements of the Contract, and will not be accepted as a basis for any claim whatsoever for any monetary consideration on the part of the Proposer.

1.18 Examination of Documents

The submission of a Proposal shall constitute an incontrovertible representation by Proposer that Proposer has complied with every requirement of the RFP; that without exception, the Proposal is premised upon performing and furnishing the Services required by the RFP and applying the specific means, methods, techniques, sequences, or procedures for the Services that may be shown or indicated or expressly required by the RFP; that Proposer has given MPA written notice of all conflicts, errors, ambiguities and discrepancies that Proposer has discovered in the RFP and the written resolution thereof by MPA is acceptable to the Proposer; and that the RFP is generally sufficient to indicate and convey understanding of all terms and conditions for performing and furnishing the Services.

1.19 Professional Ethics

By signing the Proposal, the Proposer certifies that no principal (which includes partners, officers, directors, or executives) is presently suspended, declared ineligible or voluntarily excluded from participation in this transaction by any Federal or State of Florida department or agency. If MPA has knowledge or reason to believe that any person has violated the provisions of State professional licensing laws or rules, it shall submit a complaint about the violations to the Florida Department of Business and Professional Regulations. Failure to submit a complaint about the violations may be grounds for disciplinary action pursuant to Chapter 455, F.S. and the State licensing laws or rules applicable to that licensee. The complaint shall be confidential. Any confidential information submitted to the Florida Department of Business and Professional Regulations shall remain confidential pursuant to Chapter 455, F.S. and applicable State law.

2.0 Scope of Service

2.0.1 PROVISION OF PAY BY PLATE PARKING METERS:

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

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

2.0.2 MULTI-SPACE METER SPECIFICATIONS

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

2.0.2.1 At a minimum, all meters shall be capable of accepting payment via coins, credit cards, and debit cards. Credit card types accepted by the meters shall include Visa, MasterCard, American Express, and Discover.

2.0.2.2 Key panel with intuitive payment navigation. Please describe your machines' key panels and payment steps, and provide images showing each step of processing each payment type.

2.0.2.3 Meters shall be wirelessly networked via cellular network and connected to a centralized SaaS management system. Utilize wireless technology for 2-way communications with the parking meters to monitor payments, status and usage while also providing remote diagnostics and the ability to change settings remotely (e.g., pricing or out of service notifications). Alternative wireless communication solutions may be considered at the sole discretion of the MPA.

2.0.2.4 System must be compatible with cellular vendors such as ATT, Sprint and T Mobile.

2.0.2.5 All meters shall generate real-time alarms and status reports for maintenance needs, reporting by text messages, and/or e-mails to staff resources designated by MPA.

2.0.2.6 Meter displays shall alert parkers when the machine is out of order or in a mode that is coin only or credit card only.

2.0.2.7 Meter displays shall use LCD or LED technology. Displays shall also include backlighting for night viewing capability. All graphics and text on displays shall be clearly visible in all ambient lighting conditions including the entire range between direct sunlight and complete darkness.

2.0.2.8 Meter shall support pay-by-cell phone payment technology. Pay-by-cell technology shall include the ability to extend time through cell phone communication. Pay-by-cell technology shall include the provision of smart phone applications.

2.0.2.9 Meter shall be future compatible with smart phone applications that provide general information about MPA's parking system and/or real-time parking availability.

2.0.2.10 Meter shall be compatible with future implementations or pilot studies of on-street parking sensor technology.

2.0.2.11 All field equipment and components shall be fully protected from the ambient environment. Operation of the equipment shall not be effected in any way by normal weather conditions experienced in Miami. At a minimum, operation of the equipment shall not be effected in any way by the conditions listed below:

- a) Ambient Temperatures: -10°F to 120°F (with addition of solar loading)
- b) Humidity: 0% to 95% (non-condensing)
- c) Rain: Blowing rain with 80 mph gusts
- d) Dust: Blowing dust and fine sand

2.0.12 Meters shall provide the ability to cancel any transaction without penalty at any point prior to completing the transaction.

2.0.13 In the event of a malfunction to the coin acceptor, the meter automatically reverts to credit card only functionality. The functional state of the meter shall be prominently noted on the meter displays.

2.0.14 The wireless based back end management system should enable the control of the meter mechanisms from the central office to enable quick and effective monitoring of maintenance status and changing of data related mechanism, the replaced unit, and the replacement unit.

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

2.0.3 OPERATION AND RATES

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

- 2.0.3.1 FIXED RATE – same rate all day, for select/every day(s) of the week. Meters can be remotely programmed for holidays, special events, or other rate changes via the web-based management system and shall not require MPA staff to interface directly with the meters to accomplish such a rate update.
- 2.0.3.2 MULTIPLE-RATES – varied rates throughout the day, a minimum of six (6) times. This can include Tow-Away, No Parking, or Free Parking options, in addition to hourly parking rates for normal metering time. Meters can be remotely programmed for holidays, special events, or other rate changes via the web-based management system and shall not require MPA staff to interface with each individual meter to accomplish such a rate update.
- 2.0.3.3 PRE-PAY – allow a motorist to pay for parking prior to the beginning of enforcement hours, up to the maximum stay period. However, metered time will

only begin at beginning of enforcement hours. For example, a 2 hour meter can be fully paid prior to the beginning of enforcement at 8AM. In such an example, metered time would only begin at 8AM and expire at 10AM.

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

2.0.3.5 EVENT PARKING – meters can be programmed to accept event parking rates, such that flat rate payment shall enable the vehicle to park for a pre-determined amount of time. For example, \$10 for an event, such that the rate begins at 7am and the \$10 results in the meter being paid for the duration of the event.

2.0.3.6 Changes/updates to all rate structures, maximum stay (time limits), available payment methods, and hours of meter operations shall also be managed and updated via a SaaS management system, providing remote management capability.

2.0.3.7 ABILITY TO ADD TIME – if a parker uses pay by cell as the payment option. The pay by cell transaction must have the ability to send the transaction expiry time directly to the meter in real-time. The cost of this functionality must be highlighted in the pricing proposal. The MPA desires the ability for the user to receive a text message or other notification when the payment transaction is made at the machine and time is about to expire. It must also have the capability to add additional time at the same or higher rate.

2.0.4 GRAPHICAL DISPLAY

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

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

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

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

2.0.4.5 In the event of a card reader malfunction, meter shall continue to allow payment via coins/tokens. During such a malfunction, meter shall display “Coins

only, No Cards” on the display. In such an event, the meter shall wirelessly notify maintenance staff of the location and type of malfunction via email, text message, or both.

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

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

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

2.0.5 COIN VALIDATION

2.0.5.1 All equipment shall be fully electronic with solid state components and straight down, free-fall coin chute. Multi- space meters shall be able to recognize and give time for both coins and/or custom token. Standard coin recognition shall include, but is not limited to, US denominations of \$0.05, \$0.10, \$0.25 and \$1.00 coins. The validator may also be reprogrammed remotely as new coins/tokens are implemented as part of the payment options provided by the MPA. The meter should incorporate a feature that will count invalid coins, such as washers, gaming tokens, etc., so that the MPA may monitor the areas where this kind of activity is taking place. No time credit shall be given for fraudulent coins.

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

2.0.6 POWER

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

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

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

2.0.6.4 All meters shall be compatible with traditional alkaline and rechargeable batteries.

- 2.0.6.5 All meters shall have extended battery life capabilities (minimum 12 months before replacement)
- 2.0.6.6 All meters shall retain at least one full year's data during a power failure or battery removal.
- 2.0.6.7 The battery must be replaceable without the use of tools for all meters.
- 2.0.6.8 All meters shall have the ability to have separate access for battery replacement for rechargeable and non-rechargeable batteries.

2.0.7 CREDIT CARD PAYMENT

- 2.0.7.1 Payment applications and devices accepting credit card payments shall be PA-DSS validated according to the latest version in effect at the time of Contract Award and shall be upgradable to maintain current standards throughout the life of the system.
- 2.0.7.2 No equipment, components, applications, means, or methods used by the Contractor during the implementation of the system shall compromise the system's PA-DSS validation or prevent the MPA from satisfactorily passing an audit of PCI compliance.
- 2.0.7.3 No application shall implement any changes to the Operating System that can potentially jeopardize PCI Compliance.
- 2.0.7.4 Payment with a credit card shall utilize a hybrid card reader built into multi-space meter. The hybrid card readers shall allow for use of both magnetic stripe credit card and smart card or chip card. Users shall insert (chip card) or insert/remove (credit card) the card to start the payment process. Users shall then have the ability to toggle up or down to select the amount of time to be purchased, up to the maximum and down to the minimum metered time. Users shall then select "OK" to purchase, or can press "CANCEL" to stop the transaction. Contractor shall explain transaction process if different than described above. Differences may be considered at the sole discretion of the MPA.
- 2.0.7.5 The Contractor shall provide a minimum of two (2) options for secure gateway service for secure (encrypted) credit card data transmission to MPA's merchant account provider. Credit card data transmission shall be in compliance with current PCI-DSS. If applicable, contractor shall provide evidence of PCI-DSS Level 1 certification. Fees shall be detailed in the proposal.
- 2.0.7.6 Keypad shall be utilized to eliminate any moving parts associated with the user interface for card payment. Alternative keypad types may be considered at the sole discretion of the MPA. All keypads shall be modular to all meters for in-field replacement if necessary.
- 2.0.7.7 The card slot shall be functional in all weather, including rain, and shall not be disabled by water or other liquid.
- 2.0.7.8 Meter shall adjust the amount of time purchased by the user based on selections at the meter interface, adjusting the value selected with credit card and showing the equivalent time purchased on the meter interface.
- 2.0.7.9 The customer shall be able to cancel any transaction without penalty prior to accepting the transaction.

2.0.8 WIRELESS DATA and MANAGEMENT SYSTEM CAPABILITIES

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

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

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

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

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

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

- a) Credit card reconciliation (daily, weekly, monthly, annually)
- b) Cash collection reports (by date, time, pole, amount collected and collector)
- c) Meter must print a receipt showing meter number, location, and coin collection quantity after each collection
- d) Revenue Summary reports (daily, weekly, monthly, annually, by zone, route, street or pole)
- e) Coin box level (% full)
- f) Individual transactions (cash or credit) by pole

- g) GPS location of meters on a map with statistical mouse-over feature
- h) Ability to change text on LCD remotely
- i) Adjudication Reports
- j) Ability to change rates and other operating parameters remotely via the internet
- k) Meter uptime (over time, by zone, street, and pole)
- l) Maintenance software for logging Service requirements over time
- m) Meter paid occupancy reports (if applicable)
- n) Accumulative totals of all cash and card transactions
- o) Exception reports for units not performing as required (communications or payment faults)
- p) Access to Help materials and User Manuals shall be available on-line

2.0.8.7 Management system shall have the ability to export all query results to multiple formats including comma-separated-value, Microsoft Excel®, Microsoft Access®, Adobe Acrobat (.PDF),

2.0.8.8 Management system will provide an API or other interface for MPA to programmatically transfer report data to MPA for data analysis or real time display on the MPA website. The API should also allow MPA applications to query the system to determine tag status (Paid, Not Paid, Expiration Time...)

2.0.8.9 The Contractor shall install and configure all application software and firmware required by the system with all software licenses registered to MPA.

2.0.8.10 Automatically detect and report fault conditions through the management system - The system shall perform a self-check on a routine basis and provide notification for fault conditions and equipment failure.

2.0.8.11 Remote monitoring of multi-space meters.

2.0.8.12 The system shall correctly process parking fees during a transition:

- from daylight savings time to standard time, and vice versa
- at the beginning of March during leap years (e.g., when there is a February 29th)
- from one rate to another

2.0.8.13 To the greatest extent possible, industry standard software packages shall be utilized. Each such software package shall be identified in the Contractor's Proposal. The Contractor's Proposal shall state the purpose of the software package, where it will be used, and how it will be used. If one software package is required to interface with another software package, the interface shall be documented and supported by flowcharts or block diagrams as appropriate. The Contractor shall advise if the software used in the system will be customized or "off the shelf" software, and shall describe the method of obtaining further software updates or modifications.

2.0.8.14 Application software shall have been designed for use in parking meter systems, and shall be written in a standard, industry-accepted computer language such as Java, C++, Visual Basic, etc. The Contractor shall identify the version of software that will be used in their Proposal.

2.09 TRAINING, IMPLEMENTATION, MARKETING & ONGOING SUPPORT

2.0.9.1. The Contractor(s) shall provide training necessary for staff to use any parking meter and parking meter management software used in the implementation and subsequent defined use period (based on outright purchase or financing/leasing of meters).

2.0.9.2. The Contractor(s) shall provide training necessary for staff to maintain and operate parking meter technology after implementation (based on outright purchase or financing/leasing of meters).

2.0.9.3. The Contractor shall provide training necessary for staff to utilize the wireless communication system to communicate with the parking meters used in the implementation.

2.0.9.4. The Contractor shall provide training on an individual basis or in a group setting as approved by MPA for the operation and maintenance of the parking meters. Vendor must provide a training program for technicians and staff responsible for:

- a. Installation, start up, and maintenance/repair of the units.
- b. Coin collection.
- c. Programming rates, valid parking times, etc.; through the management software.
- d. Monitoring the equipment, generating reports and internal auditing.
- e. Data file collection, credit card file downloading and processing, set up and maintenance of user account passwords, etc.
- f. The vendor will provide detailed documentation on the use of the API identified in section 2.0.8.8 above.

2.0.9.5. The Offeror shall provide a thorough outline of the training content and provide training schedule for both software and hardware. The schedule shall include periodic refresher training (continual education), included but not limited to, emphasis on particular areas of MPA's choice and upgrades of software and/or hardware.

2.0.9.6. The Contractor(s) shall provide a minimum of forty (40) hours of training at a designated MPA facility for designated MPA employees. The vendor shall provide additional training as requested at prevailing rates throughout the length of the Contract.

2.0.9.7. The Contractor(s) shall provide ten (10) copies of the operating manual in English for installation, maintenance, and use (complete with wiring diagrams and specifications) are to be provided at the time the units are delivered.

2.0.9.8. The Contractor(s) shall maintain or assist in the maintenance of the meters during the first 120 days of the implementation to ensure that all meters *are in good working order and can accept coin and credit/debit payments used throughout the initial period.*

2.0.9.9. Offerors shall provide warranty information for parking equipment, equal to or exceeding one year from installation.

2.0.9.10. The Contractor(s) shall provide assistance with initial marketing and education of new equipment, including materials, business outreach, and initial implementation outreach for users.

2.0.9.11. The Contractor(s) shall include a marketing or campaign plan that shall provide the public with a smooth transition to the new parking meter equipment. The marketing or campaign plan is subject to approval from MPA and shall include:

- a. Pamphlet information on "How to" use the parking meters.
- b. Advertising and promotional materials advertising the launch date.
- c. Survey forms allowing customers to give direct feedback to the MPA
- d. The MPA will specify color, logos and printed instructions after selection of Contractor (s).

2.0.9.12. Offeror shall provide a point of contact that is able to be reached Monday through Friday during normal operating hours (8 am to 6 pm), Eastern Time.

2.0.9.13. Offeror shall also provide a point of contact for after hour requests. (6pm-8am)

2.0.9.14. Offeror shall return phone calls the same day should MPA need immediate assistance.

2.0.9.15. Offeror shall provide detailed scheduled maintenance guidelines and instructions to ensure that MPA is maintaining the equipment as required to ensure optimal performance. Offeror shall be willing to train MPA's maintenance technician(s) that will be responsible for maintaining the pay stations. The training shall encompass all operational aspects of the pay stations.

2.0.9.16. The Offeror guarantees, for a period of two (2) years from the date of installation to repair and/or replace any part or modular component determined to be defective in material or workmanship under normal use and service at no additional cost to MPA. The Offeror shall also provide MPA with any new software releases for a period of two (2) years at no charge.

2.0.9.17. The Offeror must have a local office that can respond to any escalated service issues within four (4) business hours. In addition, the Offeror must be able to stock parts and provide repairs to parts at the local office.

2.0.9.18 Vendor must describe what data is collected and stored, how it is used and if and under what circumstance it is transferred to third parties.

2.1 Proposer's Qualifications

To be considered to perform the Services, the Proposer (Proposer) must submit a Response demonstrating the following:

- 2.1.1** The Proposer must have a verifiable proven record of providing PAY BY PLATE PARKING METERS and must have not fewer than three (3) years' experience.
- 2.1.2** The Proposer must have sufficient financial stability to provide PAY BY PLATE PARKING METERS throughout the term of the Agreement.

3.0. RFP GENERAL CONDITIONS

3.1. Acceptance/Rejection

The MPA reserves the right to accept or reject any or all Proposals or to select the Proposer that, in the opinion of the MPA, will be in the best interest of and/or the most advantageous to the MPA. The MPA also reserves the right to reject the Proposal of any Proposer(s) who has previously failed to properly perform under the terms and conditions of a contract, to deliver on time contracts of a similar nature, and who is not in a position to perform the requirements defined in this RFP. The MPA reserves the right to waive any irregularities and technicalities and may, at its discretion, withdraw and/or re-advertise the RFP.

The MPA reserves the right to review the principal officer(s) of each Proposer through the use of standard background investigations. In submitting a Proposal, any and all officers of each Proposer hereby agree to such check. This information shall be considered in the review of each Proposal but shall not necessarily prejudice or benefit any Proposer.

3.2. MPA Not Liable for Delays

It is further expressly agreed that in no event shall the MPA be liable for, or responsible to, the Successful Proposer, any sub-consultant, or to any other person for, or on account of, any stoppages or delay in the work herein provided for by injunction or other legal or equitable proceedings or on account of any delay for any cause over which the MPA has no control. The Contract will include a "no damage for delay" clause.

3.3. Cost Incurred By Proposers

All expenses involved with the preparation and submission of Responses to the MPA, or any work performed in connection therewith shall be borne by the Proposer(s).

3.4. Legal Requirements

This RFP is subject to all applicable federal, state, county and local laws, ordinances, rules and regulations that in any manner affect any and all of the services covered herein. Lack of knowledge by the Proposer shall in no way be cause for relief from responsibility.

3.5. Small Business Participation.

All service providers are urged to submit Proposals for any Services that they are able to supply, regardless of classification.

3.6 Non-Appropriation of Funds

In the event no funds or insufficient funds are appropriated and budgeted or funding is otherwise unavailable in any fiscal period for payments due under the Contract, then the MPA, upon written notice to the Successful Proposer or his/her assignee of such occurrence, shall have the unqualified right to terminate the Contract without any penalty or expense to the MPA. No guarantee, warranty or representation is made that any particular or any project(s) will be awarded to any firm(s).

3.7 Occupational License Requirement

Any Proposer with a business location in the City, who submits a Proposal under this RFP, shall meet the City's Business Tax Receipt requirements in accordance with Chapter 31.1, Article I of the Code of the City of Miami, Florida, as amended ("Code"). Proposers with a business location outside the City shall meet their local Business Tax Receipt requirements. A copy of the Business Tax Receipt must be submitted with the Proposal; however, the MPA may at its sole option and in its best interest allow the Proposer to supply the Business Tax Receipt to the MPA during the evaluation period, but prior to award.

3.8 Payment

Payments shall be made in accordance with the terms of the Contract.

3.9 Multiple Proposals

Multiple Proposals from an individual, firm, partnership, corporation or joint venture will be considered in response to this RFP. Proposers may submit to provide for car sharing for the on-street portion of the RFP, the off-street portion of the RFP or both the on-street and off-street car sharing program.

3.10 Minimum Qualification Requirements

Each firm interested in responding to this RFP must provide the information on the firm's qualifications and experience and previous similar projects. See Section 5.0 "Instructions for Submitting a Response: (Submission Requirements). **Submittals that do not respond completely to all requirements may be considered non-responsive and eliminated from the process.**

3.12 Public Entity Crimes

A person or affiliate who has been placed on the convicted proposer list following a conviction for a public entity crime may not submit a proposal on a contract to provide any goods or services to a public entity, may not submit a Response on a contract with a public entity for the construction or repair of a public building or public work's project, may not submit a response on a lease of real property to a public entity, may not be awarded or perform work as a Proposer, supplier, subProposer, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017 of Florida Statutes for Category Two for a period of 36 months from the date of being placed on the convicted Bidder / Proposer list.

3.13 Resolution of Protests

Any actual or prospective contractual party who feels aggrieved in connection with the solicitation or award of a contract may protest in writing to the Procurement Manager who shall have the authority, subject to the approval of the Chief Executive Officer and the City Attorney, to settle and resolve a protest with final approval by the Board. Proposers are alerted to Section 18-103 and 18-104 of the City's Procurement Ordinance, Chapter 18, Article III, of the Code describing the protest procedures. Protests failing to meet the requirements for filing shall **NOT** be accepted. Failure of a party to timely file shall constitute a forfeiture of such party's right to file a protest. **NO EXCEPTIONS.**

3.14 Review of Responses for Responsiveness

Each Proposal will be reviewed to determine if it is responsive to the submission requirements outlined in the RFP. A "responsive" Proposal is one which follows the requirements of the RFP, includes all documentation, is submitted in the format outlined in the RFP, is of timely submission, and has appropriate signatures as required on each document. Failure to comply with these requirements may deem a Proposal non-responsive. A responsible Proposer is one that has the capability in all respects to fully perform the requirements set forth in the Proposal, and that has the integrity and reliability, which will assume good faith performance.

3.15 Review of Qualifications

After the Proposal due date and prior to execution of the Contract, MPA reserves the right to perform or request others to perform on its behalf a review of the Proposer's qualifications. This review will serve to verify data and representations submitted by the Proposer and may be used to determine whether the Proposer has an adequate, qualified, and experienced staff, and can perform the Services. The review may also serve to verify whether the Proposer has adequate financial capability to meet the Contract requirements. Should MPA determine that the Proposal has material misrepresentations or that the number of experienced personnel (including technical staff) is not adequate to ensure satisfactory performance, MPA has the right to reject the Proposal.

3.16 Sales Tax

The MPA is exempt from State Sales Tax. Notwithstanding, Proposers should be aware of the fact that all materials and supplies which Proposer purchases for the completion of the contract is subject to the Florida State Sales Tax in accordance with Section 212.08 Florida Statutes, as amended, and Proposer shall pay all sales, use taxes and similar governmental levies or impositions.

3.17 Employees are Responsibility of Successful Proposer

All employees of the Successful Proposer shall be considered to be, at all times, the sole employees of the Successful Proposer under its sole direction and not employees or agents of the MPA. The Successful Proposer shall supply competent and physically capable employees. The MPA may require the Successful Proposer to remove an employee the MPA deems careless, incompetent, insubordinate or otherwise objectionable and whose continued employment under the contract is not in the best interest of the MPA. Each employee shall have and wear proper identification.

All the Services required herein shall be performed by the Successful Proposer, and all personnel engaged in performing the services shall be fully qualified to perform such Services.

All personnel of the Successful Proposer must be covered by Workers Compensation, unemployment compensation and liability insurance, a copy of which is to be provided to the MPA. No personnel of the Successful Proposer may receive any MPA employment benefit.

The Successful Proposer, its employees, agents or representatives, shall be deemed to be independent Proposers and not agents or employees of the City, or MPA, and shall not attain any rights or benefits under the civil service or pension ordinances of the City, or MPA, or any rights generally afforded classified or unclassified employees. Proposer, its employees, agents or representatives, shall not be entitled to Florida Workers' Compensation benefits as an employee of the City or MPA.

3.18 Use of Name

The MPA is not engaged in research for advertising, sales promotion, or other publicity purposes. No advertising, sales promotion or other publicity materials containing information obtained from this Proposal are to be mentioned, or imply the name of the MPA, without prior express written permission of the Chief Executive Officer or the Board.

3.19 Collusion

The Proposer, by submitting a Proposal, certifies that its Proposal is made without previous understanding, agreement or connection either with any person, firm, or corporation submitting a Proposal for the same services, or with the MPA's Procurement/Purchasing Department or initiating Department. The Proposer certifies that its Proposal is fair, without control, collusion, fraud, or other illegal action. The Proposer further certifies that it is in compliance with the conflict of interest and code of ethics laws. The MPA will investigate all situations where collusion may have occurred and the MPA reserves the right to reject any and all Responses where collusion may have occurred.

3.20 Ownership of Documents

Proposer understands and agrees that any information, document, report or any other material whatsoever which is given by the MPA to Successful Proposer or which is otherwise obtained or prepared by Successful Proposer pursuant to or under the terms of the RFP is and shall at all times remain the property of the MPA. Successful Proposer agrees not to use any such information, document, report or material for any other purpose whatsoever without the written consent of the MPA, which may be withheld or conditioned by the MPA in its sole discretion.

3.21 Unauthorized Work

Neither the Successful Proposer nor any of his/her employees shall perform any work unless duly authorized by the Contract Administrator, as defined in Section 4.3, or his/her designated representative. The qualified Proposer shall not be paid for any work performed outside the scope of the Contract or any work performed by an employee not otherwise previously authorized.

4.0 SPECIAL CONDITIONS OF PROPOSED CONTRACT(S)

4.1 Authorization

Upon authorization of the Board (if required) the Chief Executive Officer or his authorized designee shall negotiate all aspects of the Contract with the Successful Proposer. The City Attorney's Office will provide assistance to the Chief Executive Officer or his designee during the negotiation of the Contract and must approve the Contract as to legal form and correctness prior to the Board's authorization (if required) for the execution of the Contract by the Chief Executive Officer. The Contract shall comply with all applicable laws, City Charter, and code provisions. The Contract shall include certain clauses which will safeguard the interests of the MPA including, without limitations, insurance, applicability of Florida law, venue in Miami-Dade County, Florida, no conflicts, compliance with applicable laws and regulations, cancellation for convenience, hold harmless/indemnity, no damages for delay and no adverse interest to MPA clauses, among others, which are long standing practices and policies of MPA and will not be subject to negotiation.

4.2 General

The Contract shall address, but not be limited to, the following terms and conditions:

- Project management and administration
- Maintenance and recruiting activities
- Insurance
- Data collection and reporting
- Vehicle placement
- Fleet management
- Member validation, vehicle reservations and billing
- Customer service and reservation systems
- Accidents, breakdowns, moving violations and abnormal events
- Indemnification provisions

4.2.1 Amendments to the Contract(s)

The Chief Executive Officer shall have sole authority to amend the Contract on behalf of the MPA.

4.2.2 Assignment of Contract

The Successful Proposer shall not assign any portions of the Contract, or any part of his/her operations, without written permission granted by the MPA through the Chief Executive Officer, in the MPA's sole discretion.

4.2.3 Compliance with orders and laws and cancellation

The Successful Proposer shall comply with all local, state, and federal directives, ordinances, rules, orders, and laws as applicable to this RFP. Non-compliance with all local, state, and federal directives, orders, and laws may be considered grounds for termination of the Contract.

4.2.4 Conflict of interest

If any individual member of a proposing team, or an employee of a proposing team/firm, or an immediate family member of the same is also a member of any board, commission, or agency of the City, that individual is subject to the conflict of interest provisions of Section 2-611 of the Code.

4.2.5 Cancellation for Convenience

If the Chief Executive Officer determines that a termination for convenience will be in the best interest of MPA, no cause shall be required. This termination will be accomplished by giving the Successful Provider thirty (30) days written notice at the address listed in the Contract. The Contract prior to the effective date of termination but shall have no other recourse, claim or bill against MPA.

4.3 Contract administrator

The Contract Administrator for the Contract shall be:

Name	Alejandra Argudin Chief Operating Officer
Department	Operations
Address	40 NW 3 rd Street, Suite #1103 Miami, Florida 33128

4.4 Contact

Proposer shall include the name and office, mobile, and/or beeper number of the firm's intended contact person. In the event a Contract is awarded to Proposer, the contact person shall be available at one of these contact numbers on a daily basis during at least regular business hours, Monday through Friday, for purposes of addressing complaints and receiving information as to Contract performance.

4.5 Indemnification

See § 6.3 below.

4.6 Insurance

Within ten (10) days after notification of award, the Successful Proposer shall furnish Evidence of Insurance to the MPA and City of Miami's Risk Management Department. Please refer to Section 6.3 Indemnification and Insurance.

Execution of a Contract is contingent upon the receipt of proper insurance documents. If the insurance certificate is received within the specified time frame but not in the manner prescribed in this RFP, the Successful Proposer shall be verbally notified of such deficiency and shall have an additional five (5) calendar days to submit a corrected certificate to the MPA. If the Successful Proposer fails to submit the required insurance documents in the manner prescribed in this RFP, within fifteen (15) calendar days after the Successful Proposer has been made aware of the Board award, the Proposer may be in default of the Contract's terms and conditions. Under such circumstances, the Successful Proposer may be prohibited from submitting future Responses to the MPA. Information regarding any insurance requirements shall be directed to the Procurement Department at (305) 373-6789. Additionally, Successful Proposer may be liable to the MPA for the cost of re-procuring the services, caused by Successful Proposer's failure to submit the required documents.

4.7 Hold harmless

The Successful Proposer shall hold harmless and indemnify the MPA and the City of Miami for any errors in the provision of Services and for any fines which may result from the fault of the Successful Proposer.

4.8 Audit rights and records retention

The Successful Proposer agrees to provide access to the MPA, or to any of its duly authorized representatives, to any books, documents, papers, and records of the Successful Proposer which are directly pertinent to this RFP an ensuing Contract, for the purpose of audit, examination, excerpts, and transcriptions. The Successful Proposer shall maintain and retain any and all books, documents, papers and records pertinent to the Contract for three (3) years after the MPA makes final payment under the Contract and all other pending matters are closed. Successful Proposer's failure to adhere to, or refusal to comply with, this condition shall result in the immediate cancellation of the Contract by the MPA.

4.9 Proposer's warranty

Proposer warrants that no one was paid a fee, commission, gift, or other consideration contingent upon receipt of an award for the Services specified herein.

4.10 Ownership of documents

The Successful Proposer is permitted to make and maintain duplicate copies of the files, records, documents, etc. if the Successful Proposer is desirous of such records subsequent to Contract termination. However, in no way shall the confidentiality as permitted by applicable law be breached.

5.0 INSTRUCTIONS FOR SUBMITTING A RESPONSE

The following information and documents are required to be provided with Proposer's Response to this RFP. Failure to do so may deem your proposal non-responsive.

5.1 Submission Requirements

The following documents must be submitted as part of the Response to this RFP:

Separate submittal packages shall be submitted for each project and shall clearly indicate the project for which it is being submitted. Each submittal must contain the following documents, each fully completed, and signed as required. Submittals which do not include all required documentation, or are not submitted in the required format, or do not have the appropriate signatures on each document, may be deemed to be non-responsive. Non-responsive submittals will receive no further consideration.

A. CONTENTS OF QUALIFICATION STATEMENT

1. Table of Contents

The table of contents should outline in sequential order the major areas of the submittal, including enclosures. All pages must be consecutively numbered and correspond to the Table of Contents.

2. Proposal Letter

Provide a Letter of Interest indicating the specific Services which the firm is proposing to render. Provide a narrative which addresses the scope of work, the proposed approach to the work, and any other information called for by the RFP.

3. Qualifications of the Firm

Indicate the firm's number of years of experience in providing **PROVISION OF PAY BY PLATE PARKING METERS.** Licenses, certifications and any other pertinent information shall be submitted. The minimum qualification requirements for this RFP are described below. Submittals which do not contain such documentation may be deemed non-responsive.

4. Qualifications of the Firm's Supervisory Team

List the members of the firm's supervisory team. Provide a list of the personnel to be used on each project and their qualifications. A brief resume including education, experience, certification and any other pertinent information shall be included for each team member, for each project, including sub-consultants to be assigned to each project. Provide any other documentation which demonstrates their ability to satisfy all of the minimum qualification requirements. Submittals which do not contain such documentation may be deemed non-responsive.

5. Cost Proposal

Please submit all cost information on the attached Pricing Form (Attachment B)

6. Previous Similar Services Offered (Services must be relevant):

A list of client's to which prior similar Services were rendered must be submitted. Information should include:

- * Client Name, address, phone number.
- * Description of work.
- * Year the project was completed.
- * Total of fees paid to firm.
- * Total cost of the services, estimated and actual.

References and contact information provided must be current and shall not exceed five (5) years from the year 2014

7. Acknowledgment of Addenda and Respondent Information Forms (Section 6) "RFP Response Forms" (see check list).

Proposer must clearly reflect in its Proposal, any Sub-Consultants proposed to be utilized, and provide for the sub-consultant the same information required of Consultant. The MPA retains the right to accept or reject any Sub-Consultants proposed.

Throughout this RFP, the phrases "must" and "shall" will denote mandatory requirements. Any Proposer's proposed system that does not meet the mandatory requirements is subject to immediate disqualification.

When responding to this RFP, all Proposers shall adhere to the guidelines defined below. Any and all Responses that do not follow the prescribed format are subject to immediate disqualification.

- A. Completed Response forms, including all required forms included with this RFP. Refer to Checklist(s) for guidance on the information and documentation to be provided with Response.
- B. Copy of Current City Business Tax Receipt, where applicable

C. Additional forms and Acknowledgments

Proposers shall complete and submit as part of its Proposal all of the following forms and/or documents:

- 6.1 RFP Information Form
- 6.2 Certificate of Authority
- 6.3 Indemnification & Insurance Requirements
- 6.4 Statement of No Bid/No Response
- 6.5 Debarment and Suspension Certificate

- 6.6 Proposer's Qualification Statement
- 6.7 Proof of Proposer's Occupational License / Certifications
- 6.8 Conflict of Interest, if applicable
- 6.09 Acknowledgment of receipt of each addendum issued by MPA
- 6.10 Completion of Vendor Application
- 6.11 Completion of Bid Form
- 6.12 Complete Proposal, including all required documentation
Licenses / Certification, etc.

FAILURE TO SUBMIT ALL OF THE ABOVE REQUIRED DOCUMENTATION MAY DISQUALIFY PROPOSER.

5.2 Response Format

One (1) loose original, five (5) bound copies, and one (1) copy on CD-ROM in PDF format of your complete response to this RFP must be delivered to:

Miami Parking Authority
Attn: Procurement Department
40 NW 3rd Street, Suite #1103
Miami, Florida 33128

Responses must be clearly marked on the outside of the package referencing

RFP 14-07 PROVISION OF PAY BY PLATE PARKING METERS.

Responses received after the date and time stated in the RFP will not be accepted and shall be returned unopened to Proposer. **Responses received at any other location than the aforementioned or after the Proposal submission date and time shall be deemed non-responsive.**

Responses should be signed by an official authorized to bind the Proposer to the provisions given in the Proposal. Responses are to remain valid **for at least 180 days**. Upon award of a Contract, the contents of the Proposal of the Successful Proposer may be included as part of the Contract, at the MPA's discretion.

Proposers must provide a response to each issue. Responses should be prepared in a concise manner with an emphasis on completeness and clarity.

6.0. RFP RESPONSE FORMS

CHECK LIST

This checklist is provided to help you conform to all form/document requirements stipulated in this RFP and attached herein.

	<u>Submitted With Proposal</u>
6.1 RFP Information Form This form must be completed, signed, and returned with Proposal.	YES _____
6.2 Certificate of Authority , to be completed, <i>signed</i> and returned with Proposal. <i>Complete applicable form only.</i> 6.2.1. Certificate of Authority (If Corporation) 6.2.2. Certificate of Authority (If Partnership) 6.2.3. Certificate of Authority (If Joint Venture) 6.2.4. Certificate of Authority (If Individual)	YES _____
6.3 Indemnification & Insurance Requirements Acknowledgment of receipt of information on the insurance requirements for this RFP (<i>must be signed</i>)	YES _____
6.4 Statement of No Bid/No Response (<i>if applicable</i>)	YES _____
6.5 Debarment and Suspension Certificate (<i>must be signed</i>)	YES _____
6.7 Proposer's Qualification Statement (<i>must be signed</i>)	YES _____
6.9 Proof of current Occupational License / Certification Provide copy of registration.	YES _____
6.10 Conflict of Interest, if applicable See 4.2.4 of Special Conditions of Proposed Contract	YES _____
6.11 Submittal Form	YES _____
6.12 Acknowledgment of receipt of each addendum issued by MPA, if applicable	YES _____
6.13 Complete Proposal with all required documentation See 5.1 of Instructions for Submitting a Response	YES _____

6.1. RFP INFORMATION FORM

I certify that any and all information contained in this RFP is true; and I further certify that this RFP is made without prior understanding, agreement, or connections with any corporation, firm or person submitting a RFP for the same materials, supplies, equipment, or services and is in all respects fair and without collusion or fraud. I agree to abide by all terms and conditions of the RFP, and certify that I am authorized to sign for the Proposer firm. Please print the following and sign your name:

Firm's Name: _____

Principal Business Address: _____

Telephone: _____ Fax: _____

E-mail address: _____@_____

Name: _____

Title: _____

Authorized Signature: _____

FAILURE TO COMPLETE, SIGN, AND RETURN THIS FORM MAY DISQUALIFY YOUR RESPONSE

6.2.1

**CERTIFICATE OF AUTHORITY
(IF CORPORATION)**

STATE OF)
) SS:
COUNTY OF)

I HEREBY CERTIFY that a meeting of the Board of Directors of the

a corporation existing under the laws of the State of _____, held on
_____, 20_____, the following resolution was duly passed and adopted:

"RESOLVED, that, as President of the Corporation, be and is hereby authorized to execute the Proposal dated, _____, 20_____, to The Miami Parking Authority and this corporation and that their execution thereof, attested by the Secretary of the Corporation, and with the Corporate Seal affixed, shall be the official act and deed of this Corporation."

I further certify that said resolution is now in full force and effect.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the official seal of the corporation this _____, day of _____, 20_____.

Secretary: _____

(SEAL)

FAILURE TO COMPLETE, SIGN, AND RETURN THIS FORM MAY DISQUALIFY YOUR RESPONSE

6.2.2

**CERTIFICATE OF AUTHORITY
(IF PARTNERSHIP)**

STATE OF)
) SS:
COUNTY OF)

I HEREBY CERTIFY that a meeting of the Partners of the

organized and existing under the laws of the State of _____, held on
_____, 20 _____, the following resolution was duly passed and adopted:

"RESOLVED, that, _____, as _____ of the
Partnership, be and is hereby authorized to execute the Proposal dated, _____
20_____, to The Miami Parking Authority and this partnership and that their execution
thereof, attested by the _____ shall be the official act and
deed of this Partnership."

I further certify that said resolution is now in full force and effect.

IN WITNESS WHEREOF, I have hereunto set my hand this _____ day of _____,
20____

Secretary: _____

(SEAL)

**FAILURE TO COMPLETE, SIGN AND RETURN THIS FORM MAY DISQUALIFY YOUR
RESPONSE**

6.2.3

**CERTIFICATE OF AUTHORITY
(IF JOINT VENTURE)**

STATE OF)
) SS:
COUNTY OF)

I HEREBY CERTIFY that a meeting of the Principals of the

organized and existing under the laws of the State of

_____ held on _____,

20_____, the following resolution was duly passed and adopted:

"RESOLVED, that, _____ as _____
of the Joint Venture be and is hereby authorized to execute the Proposal
dated, _____ 20____, to The Miami Parking Authority official act and deed of
this Joint Venture."

I further certify that said resolution is now in full force and effect.

IN WITNESS WHEREOF, I have hereunto set my hand this _____, day of
_____, 20_____.

Secretary: _____

(SEAL)

**FAILURE TO COMPLETE, SIGN, AND RETURN THIS FORM MAY DISQUALIFY YOUR
RESPONSE.**

6.2.4

**CERTIFICATE OF AUTHORITY
(IF INDIVIDUAL)**

STATE OF _____)
) SS:
COUNTY OF _____)

I HEREBY CERTIFY that as an individual,

(Name of Individual)

_____ and as a d/b/a (doing business
as) _____

(if applicable)

_____ exist under the laws of the State of Florida.

"RESOLVED, that, as an individual and/or d/b/a (if applicable), be and is hereby authorized to execute the Proposal dated, _____, 20____, to The Miami Parking Authority as an individual and/or d/b/a (if applicable) and that my execution thereof, attested by a Notary Public of the State, shall be the official act and deed of this attestation."

I further certify that said resolution is now in full force and effect.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the official seal of Notary Public this _____, day of _____, 20____.

NOTARY PUBLIC: _____

Commission No.: _____

I personally know the individual/do not know the individual (Please Circle)

Driver's License # _____

(SEAL)

FAILURE TO COMPLETE, SIGN, AND RETURN THIS FORM MAY DISQUALIFY YOUR RESPONSE.

6.3. INDEMNIFICATION AND INSURANCE

INDEMNIFICATION

Successful Proposer shall indemnify, defend and hold harmless the MPA, the City and their respective officials, employees and agents (collectively referred to as “Indemnitees”) and each of them from and against all loss, cost, penalties, fines, damages, judgments or decrees, actions, debts, claims, expenses (including attorney’s fees) or liabilities (collectively referred to as “Liabilities”) by reason of any injury to or death of any person or damage to or destruction or loss of any property, contractual or business relations, proprietary or business interests arising out of, resulting from, or in connection with (i) the performance or non-performance of the services contemplated by the Agreement which is or is alleged to be directly or indirectly caused, in whole or in part, by any act, omission, default or negligence (whether active or passive) of Successful Proposer or its employees, agents, or subProposers (collectively referred to as “Proposer”), regardless of whether it is, or is alleged to be, caused in whole or part (whether joint, concurrent, or contributing) by any act, omission, default or negligence (whether active or passive) of the Indemnitees, or any of them; or (ii) the failure of the Successful Proposer to conform to statutes, ordinances, resolutions, rules, or other regulations or requirements of any governmental authority, local, federal or state, conditions or requirements; or currently prevailing standards of care, normal protocols, and best practices in connection with the performance of the Agreement ; or (iii) Successful Proposer further expressly agrees to indemnify and hold harmless the Indemnities, or any of them, from and against all liabilities which may be asserted by an employee or former employee of Proposer, or any of its subProposers, as provided above, for which the Successful Proposer’s liability to such employee or former employee would otherwise be limited to payments under State Workers’ Compensation or similar laws; or (iv) a breach or a failure to comply with any terms and conditions of this Agreement, as amended, by the Proposer, including actions or omissions of Proposer’s agents, representatives and assigns; or (v) any and all claims, and/or suits for labor and materials furnished by the Successful Proposer or utilized in the performance of the Agreement or otherwise. The foregoing indemnity shall also include liability imposed by any doctrine of strict liability; and the Successful Proposer shall hold harmless and indemnify the MPA and the City for any errors in the provision of services and for any fines which may result from the fault of the Successful Proposer

These indemnifications shall survive the term or cancellation of this Agreement. In the event that any action or proceeding is brought against the City or MPA by reason of any such action, claim or demand, Successful Proposer shall, upon written notice from MPA, or the City Attorney, resist and defend such action or proceeding by counsel satisfactory to MPA and the City Attorney.

The Successful Proposer shall furnish to MPA c/o Procurement Department, 40 NW 3rd Street, Suite #1103, Miami, Florida 33128, Certificate(s) of Insurance prior to Agreement execution which indicate that insurance coverage has been obtained which meets the requirements as outlined below:

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

I. Commercial General Liability (Primary and Non Contributory)

- A. Limits of Liability
 - Bodily Injury and Property Damage Liability
 - Each Occurrence \$ 1,000,000
 - General Aggregate Limit \$ 2,000,000
 - Products/Completed Operations \$ 1,000,000
 - Personal and Advertising Injury \$ 1,000,000
- B. Endorsements Required
 - City of Miami included as an Additional Insured
 - School Board of Miami Dade County as an Additional Insured
 - Employees included as insured
 - Independent Proposers Coverage
 - Contractual Liability
 - Waiver of Subrogation
 - Premises/Operations
 - Explosion, Collapse and Underground Hazard
 - Loading and Unloading

II. Business Automobile Liability

- A. Limits of Liability
 - Bodily Injury and Property Damage Liability
 - Combined Single Limit
 - Any Auto
 - Including Hired, Borrowed or Non-Owned Autos
 - Any One Accident \$ 1,000,000
- B. Endorsements Required
 - City of Miami & MPA included as an Additional Insured

III. Worker's Compensation

Limits of Liability
Statutory-State of Florida
Waiver of subrogation

IV. Employer's Liability

- A. Limits of Liability
 - \$1,000,000 for bodily injury caused by an accident, each accident.
 - \$1,000,000 for bodily injury caused by disease, each employee
 - \$1,000,000 for bodily injury caused by disease, policy limit

V. Umbrella Policy (Excess Follow Form)

A. Limits of Liability

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

B. Endorsements Required

City of Miami & MPA listed as an additional insured

VII. Owners & Proposer's Protective

Each Occurrence	\$1,000,000
General Aggregate	\$1,000,000

VIII. Payment and Performance Bond \$ _____

Full Amount of the Project
City of Miami and MPA as Obligees

IX. Builders' Risk

Causes of Loss: All Risk-Specific Coverage Project Location

Valuation: Replacement Cost

Deductible: \$2,500 All other Perils

5% maximum on Wind

City of Miami and MPA as named additional insured

A. Limit/Value at Location or Site \$

B. Coverage Extensions:

- Materials, supplies and similar property owned by others for which you are responsible.
- Full coverage up to policy limits for equipment breakdown.
- Temporary storage/transit coverage.

- Full coverage up to policy limits for site preparation, re-excavation, re-preparation and re-grade in the event of a loss.
- Fences, scaffolding, construction forms coverage and signs
- Valuable papers coverage for blueprints, site plans and similar documents.
- Trees, shrubs, sod, plants while at premises.
- Flood, including inundation, rain, seepage and water damage.
- New ordinance or law; reimbursement for any resulting loss of value to the undamaged portion, and required demolition expenses, including construction necessary to repair, rebuild or re-construct damaged parts.
- Temporary structures, cribbing and false work built or erected at construction site.
- Debris Removal.

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

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

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

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

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

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

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

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

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

- A) Suspend the Contract until such time as the new or renewed certificates are received by the MPA in the manner prescribed in the RFP.
- B) The MPA may, at its sole discretion, terminate the Contract for cause and seek re-procurement damages from the Successful Proposer in conjunction with the violation of the terms and conditions of the Contract.

The undersigned Proposer acknowledges that they have read the above information and agrees to comply with all the above MPA requirements.

Proposer: _____ Signature: _____
(Company name)

Date: _____ Print Name: _____

FAILURE TO COMPLETE, SIGN, AND RETURN THIS FORM MAY DISQUALIFY YOUR RESPONSE.

6.4 STATEMENT OF NO BID/NO RESPONSE

NOTE: If you do not intend to submit a Bid on this commodity or service, please return this form in the Bid envelope on or before Bid opening. Failure to respond either by submitting a bid or this completed form will be cause for removal from the vendor/proposer's list.

Miami Parking Authority
Procurement Office
40 NW 3rd Street, Suite #1103
Miami, FL 33128

We, the undersigned, have declined to submit a Bid on your
Bid No. RFP 14-07 PROVISION OF PAY BY PLATE PARKING METERS for the following service:

- _____ Specifications too "tight", i.e., geared toward one brand or manufacturer only (explain below).
- _____ Insufficient time to respond to the Invitation to Bid.
- _____ We do not offer this product or service.
- _____ Our schedule would not permit us to perform.
- _____ We are unable to meet specifications.
- _____ We are unable to meet bond requirements.
- _____ Specifications are unclear (explain below).
- _____ We are unable to meet insurance requirements.
- _____ Remove us from your Bidders' list for this commodity or service.
- _____ We will be participating in responding to this Bid.
- _____ Other (specify below

Remarks: _____

We understand that if this statement is not completed and returned, our company may be deleted from the Miami Parking Authority Bidders' list for this commodity or service.

Company Name: _____

Signature: _____

Title: _____

Telephone: _____

Date: _____

FAILURE TO COMPLETE, SIGN, AND RETURN THIS FORM MAY DISQUALIFY YOUR RESPONSE

6.5. DEBARMENT AND SUSPENSION

(a) Authority and requirement to debar and suspend:

After reasonable notice to an actual or prospective contractual party, and after reasonable opportunity to such party to be heard, the Chief Executive Officer, after consultation with the Chief Procurement Officer, the City Attorney, shall have the authority to debar a contractual party for the causes listed below from consideration for award of MPA contracts. The debarment shall be for a period of not fewer than three (3) years. The Chief Executive Officer shall also have the authority to suspend a Proposer from consideration for award of MPA contracts if there is probable cause for debarment. Pending the debarment determination, the authority to debar and suspend Proposers shall be exercised in accordance with regulations which shall be issued by the Chief Procurement Officer after approval by the Chief Executive Officer, the City Attorney, and the Board.

(b) Causes for debarment or suspension include the following:

1. Conviction for commission of a criminal offense incident to obtaining or attempting to obtain a public or private contract or subcontract, or incident to the performance of such contract or subcontract;
2. Conviction under state or federal statutes of embezzlement, theft, forgery, bribery, falsification or destruction of records, receiving stolen property, or any other offense indicating a lack of business integrity or business honesty;
3. Conviction under state or federal antitrust statutes arising out of the submission of bids or Responses;
4. Violation of contract provisions, which is regarded by the Chief Procurement Officer to be indicative of non-responsibility. Such violation may include failure without good cause to perform in accordance with the terms and conditions of a contract or to perform within the time limits provided in a contract, provided that failure to perform caused by acts beyond the control of a party shall not be considered a basis for debarment or suspension;
5. Debarment or suspension of the contractual party by any federal, state or other governmental entity;
6. False certification pursuant to paragraph (c) below; or
7. Any other cause judged by the Chief Executive Officer to be so serious and compelling as to affect the responsibility of the contractual party performing MPA contracts.

(c) Certification:

All contracts for goods and services, sales, and leases by the MPA shall contain a certification that neither the contractual party nor any of its principal owners or personnel have been convicted of any of the violations set forth above or debarred or suspended as set forth in paragraph (b) (5).

The undersigned hereby certifies that neither the contractual party nor any of its principal owners or personnel have been convicted of any of the violations set forth above, or debarred or suspended as set forth in paragraph (b) (5).

Company name: _____

Signature: _____

Date: _____

FAILURE TO COMPLETE, SIGN, AND RETURN THIS FORM MAY DISQUALIFY YOUR RESPONSE

6.6 PROPOSER'S QUALIFICATION STATEMENT

INSTRUCTIONS:

This questionnaire is to be included with your Response. **Do not leave any questions unanswered.** When the question does not apply, write the word(s) "None", or "Not Applicable", as appropriate. Please print.

COMPANY:

NAME:

COMPANY OFFICERS:

President _____
Vice President _____
Secretary _____
Treasurer _____

COMPANY OWNERSHIP:

_____	_____ % of ownership
_____	_____ % of ownership
_____	_____ % of ownership
_____	_____ % of ownership

LICENSES:

1. County or Municipal Occupational License No. _____
(attach copy with Bid)
2. Occupational License Classification _____
3. Occupational License Expiration Date: _____
4. Metro-Dade County Certificate of Competency No. _____
(attached copy if requested in Bid or RFP)
5. Social Security or Federal I.D. No. _____

EXPERIENCE:

6. Number of Years your organization has been in business: _____

7. Number of Years experience BIDDER/PROPOSER (person, principal of firm, owner) has had in operation of the type required by the specifications of the Bid or RFP: _____
8. Number of Years experience BIDDER/PROPOSER (firm, corporation, proprietorship) has had in operation of the type required by the specifications of the Bid or RFP: _____

**FAILURE TO FULLY COMPLETE, AND RETURN THIS FORM SHALL DISQUALIFY YOUR
BID.**

6.7 NO CONFLICT OF INTEREST, NON-COLLUSION CERTIFICATION

Submitted this _____ day of _____, 2014.

The undersigned, as Proposer/Respondent, declares that the only persons interested in this RFP are named herein; that no other person has any interest in this RFP or in the Contract to which this RFP pertains; that this response is made without connection or arrangement with any other person; and that this response is in every respect fair and made in good faith, without collusion or fraud.

The Proposer/Respondent agrees if this response/submission is accepted, to execute an appropriate MPA document for the purpose of establishing a formal contractual relationship between the Proposer/Respondent and the MPA, for the performance of all requirements to which the Response/submission pertains.

The Proposer/Respondent states that this response is based upon the documents identified by the following number: Bid/RFP No. _____.

The full names and residences of persons and firms interested in the foregoing bid/proposal, as principals, are as follows:

Name	Street Address	City	State	Zip

The Proposer/Respondent further certifies that this Response/Submission complies with Chapter 4(c) of the Code, that, to the best of its knowledge and belief, no Commissioner, Mayor, or other officer or employee of the MPA has an interest directly or indirectly in the profits or emoluments of the Contract, job, work or service to which the Response/Submission pertains.

SIGNATURE

PRINTED NAME

TITLE

Company Name

**FAILURE TO FULLY COMPLETE, AND RETURN THIS FORM SHALL DISQUALIFY YOUR
BID.**

6.11. SUBMITTAL FORM

To: Rolando Tapanes
Manager of Procurement and Administration
Miami Parking Authority
40 NW 3 Street, Suite 1103
Phone: (305) 373-6789 Ext. 297
Fax: (305) 371-9451
E-Mail: rtapanes@miamiparking.com

The undersigned hereby proposes to provide PROVISION OF PAY BY PLATE PARKING METERS in accordance with the requirements of this Request for Submittal for the Miami Parking Authority.

The undersigned acknowledges that Miami Parking Authority shall have the sole right to reject any or all Submittals submitted in response to this RFP; to cancel this solicitation; to request supplemental information pertaining to submitted Submittals; and to award an agreement to any party (or to award no agreement at all) solely in its best interest in its sole discretion.

Attest:

(Company Name)

By: _____
(Signature – Corporate Officer)

FAILURE TO FULLY COMPLETE, AND RETURN THIS FORM SHALL DISQUALIFY YOUR SUBMITTAL.

7.0 RFP TIMETABLE AND EVALUATION/SELECTION PROCESS

RFP Available to Public	April 8 th , 2014
Letter of Intent to Respond	April 17 th , 2014 @ 5:00 P.M EDT
Pre-Bid Meeting	April 2 ^{1st} , 2014 @ TBD
Deadline for Receipt of Questions	April 22 nd , 2014 @ 5:00 P.M. EDT
Proposal Submission Deadline	May 12 th , 2014 @ 10:00 A.M EDT
Evaluation of Proposals	May 2014
Recommendation to the Board of MPA	June 2014
Contract Award	June 2014

Copies of this RFP package can be obtained by visiting, phoning or writing to the MPA 40 NW 3rd Street, Suite #1103 Miami, Florida 33128 telephone (305) 373-6789. The RFP is also available on MPA's website: www.miamiparking.com. There is no charge for the first copy of the solicitation package. A fee of \$5.00 will be charged for each additional package requested by any person or entity. An additional \$5.00 fee will be charged to mail the package.

To request the RFP package through the United States Postal Service, mail your request with the following information: the RFP number and title, the name of the prospective Proposer's contact person, mailing address, telephone number and fax number, along with a \$5.00 check or money order made payable to "Miami Parking Authority."

Proposers who obtain copies of this solicitation from sources other than the Authority risk the potential of not receiving addenda, since their names will not be included on the list of firms participating in the process for this particular solicitation. Such Proposers are solely responsible for those risks.

THE PROCEDURE FOR RESPONSE EVALUATION AND SELECTION IS AS FOLLOWS:

1. Request for Qualification issued.
2. Receipt of responses.
3. Opening and listing of all responses received.
4. A Certification Committee consisting of MPA staff and/or professionals will review each submission for compliance with the submission requirements of the RFP, including verifying that each submission includes all documents required. In addition, the Certification Committee will ascertain whether the provider is qualified to render the required services according to State regulations.

5. An Evaluation Committee, appointed by the Chief Executive Officer, shall meet to evaluate each certified response in accordance with the requirements of this RFP. The evaluation & selection process may be carried out in two phases. For phase 1, the top four (4) most responsible and responsive Submissions will be selected and ranked accordingly. For phase 2, the evaluation committee may invite the top four (4) Proposers for an interview/oral presentation at their discretion. Out of the top four (4) Proposers, a minimum of three (3) may be selected to provide quotes for various future and/or current projects. The firms deemed qualified by the Committee will be selected to complete individual assignments/projects on an as needed-basis.
6. The Evaluation Committee shall forward its recommendation to the Chief Executive Officer who will make a recommendation to the Board.

EVALUATION CRITERIA

Responses shall be evaluated based upon the following criteria and weight:

- a. **(15 Points)** Ability of Proposer to meet minimum qualifications as stipulated based on a review by the Selection Committee.
- b. **(30 Points)** Experience and demonstrated competence in completion of similar projects; performance/successes in other locations; relevant expertise.
- c. **(25 Points)** Cost Proposal
- d. **(25 Points)** Proposed System Compatibility with Existing Mobile Payment Applications, Applications for Enforcement as well as Other Existing Multispace Vendors
- e. **(5 Points)** References

TOTAL OF 100 POSSIBLE POINTS

(Extra 5 Points) Local distributor and maintenance plan

7. After considering the recommendation(s) of the Evaluation Committee, the Chief Executive Officer shall recommend to the Board, the response or responses which the Chief Executive Officer deems to be in the best interest of the MPA. The Board shall consider the Chief Executive Officer's and the Evaluation Committees recommendation(s) and, if appropriate and required, approve the Chief Executive Officer's recommendation(s). The Board may also reject any or all responses.



ACKNOWLEDGEMENT OF RECEIPT OF RFP

**REQUEST FOR QUALIFICATION (RFP) No. 14-07 PROVISION OF PAY BY PLATE
PARKING METERS.**

NAME OF FIRM: _____

CONTACT PERSON: _____

ADDRESS: _____

TELEPHONE NUMBER: _____

FAX NUMBER: _____

E-MAIL: _____

**PLEASE RETURN TO Rolando Tapanes VIA FACSIMILE AT 305-371-9451
OR E-MAIL AT rtapanes@miamiparking.com**

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

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

WITNESSETH

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

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

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

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

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

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

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

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

TERM

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

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

COMPENSATION

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

INVOICES

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

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

Invoices shall be submitted to:

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

TAX PAYMENTS

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

TITLE & RISK

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

PATENT INDEMNIFICATION

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

SHIPMENTS

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

ENTIRE AGREEMENT

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

STANDARD OF PERFORMANCE

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

HEADINGS

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

MODIFICATION AND AMENDMENT

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

RIGHTS IN DATA

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

EMPLOYMENT OF MPA WORKERS

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

CONTRACTOR'S PERSONNEL

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

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

INDEPENDENT CONTRACTORS

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

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

TERMINATION

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

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

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

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

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

CONFLICT OF INTEREST

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

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

GENERAL COMPLIANCE WITH LAWS

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

NON-DISCRIMINATION

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

EMPLOYMENT OF ILLEGAL IMMIGRANTS

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

SEVERABILITY

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

NO WAIVER OF CONTRACTUAL RIGHT

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

ORGANIZATION STATUS AND AUTHORITY

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

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

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

WARRANTY

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

RECORDS AND AUDITS

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

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

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

DISPUTE RESOLUTION

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

FORCE MAJEURE

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

SUCCESSORS AND ASSIGNS

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

NOTICES

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

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

COOPERATIVE AGREEMENT

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

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

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

NUMBER AND GENDER

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

SURVIVAL

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

DRAFTER

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

COUNTERPARTS

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

GOVERNING LAW, JURISDICTION AND VENUE

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

INDEMNIFICATION

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

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

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

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

I. Commercial General Liability (Primary and Non Contributory)

A. Limits of Liability

Bodily Injury and Property Damage Liability

Each Occurrence \$ 1,000,000

General Aggregate Limit \$ 2,000,000

Products/Completed Operations \$ 1,000,000

Personal and Advertising Injury \$ 1,000,000

B. Endorsements Required

City of Miami & MPA listed as an additional insured

B. Endorsements Required

City of Miami & MPA included as an Additional Insured

III. Worker's Compensation

A. Limits of Liability

Statutory-State of Florida

Waiver of subrogation

IV. Employer's Liability

A. Limits of Liability

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

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

A. Limits of Liability

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

B. Endorsements Required

City of Miami & MPA listed as an additional insured

IX. Builders' Risk

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

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

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

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

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

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

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

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

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

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

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

ATTORNEY'S FEES

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

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

MIAMI PARKING AUTHORITY

PARKEON INC

By: [Signature]
Name: Art Noriega
Title: CEO

By: [Signature]
Name: CJ Octon
Title: President

9/15/2014

Exhibit A Cost and Pricing

Capital Costs

	# of units	Unit Price	Total
Multi Space	300-400	\$4375	\$1,312,500 based on 300 units

Ongoing Maintenance and Operating Costs

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

Other fees

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

Credit for existing machines

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



**Strada Transfer
Recommended Spares List**

Reference	Description	List Price	Price If Purchased At Time of Meter Procurement (represents 20% discount off list price)
ELP1000009195	Main Board - NEOPS	\$1,768	\$1,414
MEC1000018070	Upper front fitted with enhanced keyboard (for 7" display)	\$499	\$399
MEC1000019038	7" screen module guard glass	\$91	\$73
ELM1000019264	7" color screen module	\$971	\$777
400770311	4A Slow Blow Fuse (Pack of 10)	\$9	\$7
ELM1000008737	Thermal Printer	\$1018	\$814
SVT CAS 46	Programmed Coin Selector (.05, .10, .25, 1.00)	\$893	\$714
ELM1000001431	NEOPS Datapack	\$117	\$94
404304570	EPSUM M900 Card Reader (no magnetic strip kit)	\$972	\$778
404304511	EPSUM M900 Magnetic Strip Kit	\$261	\$209
CAR1000016441	3G Modem	\$878	\$702
CAT1000018056	3G Modem Antenna	\$68	\$54
404001714	Relay board	\$77	\$62
125277	Escrow	\$240	\$192
143430	Equipped Rack	\$797	\$638
PHM SDA xxxxxx	Upper Door Lock (ball type) without key	\$151	\$121
SVT CAS 18	Upper Door Key	\$56	\$45
MEC1000012432	Lower Door Lock Square	\$45	\$36
135078	Square Key	\$27	\$22
MEC1000006542	Ticket Bowl with Antistatic Brush & e-lock interface	\$175	\$140
120341	Ticket Bowl Flap	\$22	\$18
135410	Coin Bowl	\$62	\$50
135493	Coin Bowl Flap	\$23	\$18
404002394	Solar Charger Board	\$130	\$104
CAR1000018359	Three-channel charger board for extended solar power	\$130	\$104
ELM1000017902	Integrated Solar Module - 16.5 Watts	\$1,048	\$838
404402613	Cable for Solar Power Supply	\$45	\$36
ELP1000010525	Connector board for extended keyboard	\$152	\$122

Consumables

Reference	Description	List Price	Price If Purchased At Time of Meter Procurement (represents 20% discount off list price)
MEC1000005081	Coin Canister (Transfer model)	\$265	\$212
	Custom keyboard label	Quoted upon request	Quoted upon request

Additional Product Options

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

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

myParkfolio Back-Office System

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

Extend by Text Service

The Parkeon Extend by Text Service includes two parts:

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

Exhibit B Scope of Services

PROVISION OF PAY BY PLATE PARKING METERS:

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

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

MULTI-SPACE METER SPECIFICATIONS

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

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

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

2.0.3 OPERATION AND RATES

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

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

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

2.0.4 GRAPHICAL DISPLAY

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

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

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

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

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

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

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

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

2.0.5 COIN VALIDATION

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

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

2.0.6 POWER

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

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

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

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

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

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

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

2.0.7 CREDIT CARD PAYMENT

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

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

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

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

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

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

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

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

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

2.0.8 WIRELESS DATA and MANAGEMENT SYSTEM CAPABILITIES

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

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

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

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

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

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

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

- c) Meter must print a receipt showing meter number, location, and coin collection quantity after each collection
- d) Revenue Summary reports (daily, weekly, monthly, annually, by zone, route, street or pole)
- e) Coin box level (% full)
- f) Individual transactions (cash or credit) by pole
- g) GPS location of meters on a map with statistical mouse-over feature
- h) Ability to change text on LCD remotely
- i) Adjudication Reports
- j) Ability to change rates and other operating parameters remotely via the internet
- k) Meter uptime (over time, by zone, street, and pole)
- l) Maintenance software for logging Service requirements over time
- m) Meter paid occupancy reports (if applicable)
- n) Accumulative totals of all cash and card transactions
- o) Exception reports for units not performing as required (communications or payment faults)
- p) Access to Help materials and User Manuals shall be available on-line

2.0.8.7 Management system shall have the ability to export all query results to multiple formats including comma-separated-value, Microsoft Excel®, Microsoft Access®, Adobe Acrobat (.PDF),

2.0.8.8 Management system will provide an API or other interface for MPA to programmatically transfer report data to MPA for data analysis or real time display on the MPA website. The API should also allow MPA applications to query the system to determine tag status (Paid, Not Paid, Expiration Time...)

2.0.8.9 The Contractor shall install and configure all application software and firmware required by the system with all software licenses registered to MPA.

2.0.8.10 Automatically detect and report fault conditions through the management system - The system shall perform a self-check on a routine basis and provide notification for fault conditions and equipment failure.

2.0.8.11 Remote monitoring of multi-space meters.

2.0.8.12 The system shall correctly process parking fees during a transition:

- from daylight savings time to standard time, and vice versa
- at the beginning of March during leap years (e.g., when there is a February 29th)
- from one rate to another

2.0.8.13 To the greatest extent possible, industry standard software packages shall be utilized. Each such software package shall be identified in the Contractor's Proposal. The Contractor's Proposal shall state the purpose of the software package, where it will be used, and how it will be used. If one software package is required to interface with another software package, the interface shall be documented and supported by flowcharts or block diagrams as appropriate. The Contractor shall advise if the software used in the system will be customized or "off the shelf" software, and shall describe the method of obtaining further software updates or modifications.

2.0.8.14 Application software shall have been designed for use in parking meter systems, and shall be written in a standard, industry-accepted computer language such as Java, C++, Visual Basic, etc. The Contractor shall identify the version of software that will be used in their Proposal.

2.09 TRAINING, IMPLEMENTATION, MARKETING & ONGOING SUPPORT

2.0.9.1. The Contractor(s) shall provide training necessary for staff to use any parking meter and parking meter management software used in the implementation and subsequent defined use period (based on outright purchase or financing/leasing of meters).

2.0.9.2. The Contractor(s) shall provide training necessary for staff to maintain and operate parking meter technology after implementation (based on outright purchase or financing/leasing of meters).

2.0.9.3. The Contractor shall provide training necessary for staff to utilize the wireless communication system to communicate with the parking meters used in the implementation.

2.0.9.4. The Contractor shall provide training on an individual basis or in a group setting as approved by MPA for the operation and maintenance of the parking meters. Vendor must provide a training program for technicians and staff responsible for:

- a. Installation, start up, and maintenance/repair of the units.
- b. Coin collection.
- c. Programming rates, valid parking times, etc.; through the management software.
- d. Monitoring the equipment, generating reports and internal auditing.
- e. Date file collection, credit card file downloading and processing, set up and maintenance of user account passwords, etc.
- f. The vendor will provide detailed documentation on the use of the API identified in section 2.0.8.8 above.

2.0.9.5. The Offeror shall provide a thorough outline of the training content and provide training schedule for both software and hardware. The schedule shall include periodic refresher training (continual education), included but not limited to, emphasis on particular areas of MPA's choice and upgrades of software and/or hardware.

2.0.9.6. The Contractor(s) shall provide a minimum of forty (40) hours of training at a designated MPA facility for designated MPA employees. The vendor shall provide additional training as requested at prevailing rates throughout the length of the Contract.

2.0.9.7. The Contractor(s) shall provide ten (10) copies of the operating manual in English for installation, maintenance, and use (complete with wiring diagrams and specifications) are to be provided at the time the units are delivered.

2.0.9.8. The Contractor(s) shall maintain or assist in the maintenance of the meters during the first 120 days of the implementation to ensure that all meters *are in good working order and can accept coin and credit/debit payments used throughout the initial period.*

2.0.9.9. Offerors shall provide warranty information for parking equipment, equal to or exceeding one year from installation.

2.0.9.10. The Contractor(s) shall provide assistance with initial marketing and education of new equipment, including materials, business outreach, and initial implementation outreach for users.

2.0.9.11. The Contractor(s) shall include a marketing or campaign plan that shall provide the public with a smooth transition to the new parking meter equipment. The marketing or campaign plan is subject to approval from MPA and shall include:

a. Pamphlet information on "How to" use the parking meters.

b. Advertising and promotional materials advertising the launch date.

c. Survey forms allowing customers to give direct feedback to the MPA

d. The MPA will specify color, logos and printed instructions after selection of Contractor (s).

2.0.9.12. Offeror shall provide a point of contact that is able to be reached Monday through Friday during normal operating hours (8 am to 6 pm), Eastern Time.

2.0.9.13. Offeror shall also provide a point of contact for after hour requests. (6pm-8am)

2.0.9.14. Offeror shall return phone calls the same day should MPA need immediate assistance.

2.0.9.15. Offeror shall provide detailed scheduled maintenance guidelines and instructions to ensure that MPA is maintaining the equipment as required to ensure optimal performance. Offeror shall be willing to train MPA's maintenance technician(s) that will be responsible for maintaining the pay stations. The training shall encompass all operational aspects of the pay stations.

2.0.9.16. The Offeror guarantees, for a period of two (2) years from the date of installation to repair and/or replace any part or modular component determined to be defective in material or workmanship under normal use and service at no additional cost to MPA. The Offeror shall also provide MPA with any new software releases for a period of two (2) years at no charge.

2.0.9.17. The Offeror must have a local office that can respond to any escalated service issues within four (4)

business hours. In addition, the Offeror must be able to stock parts and provide repairs to parts at the local office.

2.0.9.18 Vendor must describe what data is collected and stored, how it is used and if and under what circumstance it is transferred to third parties.

Exhibit C

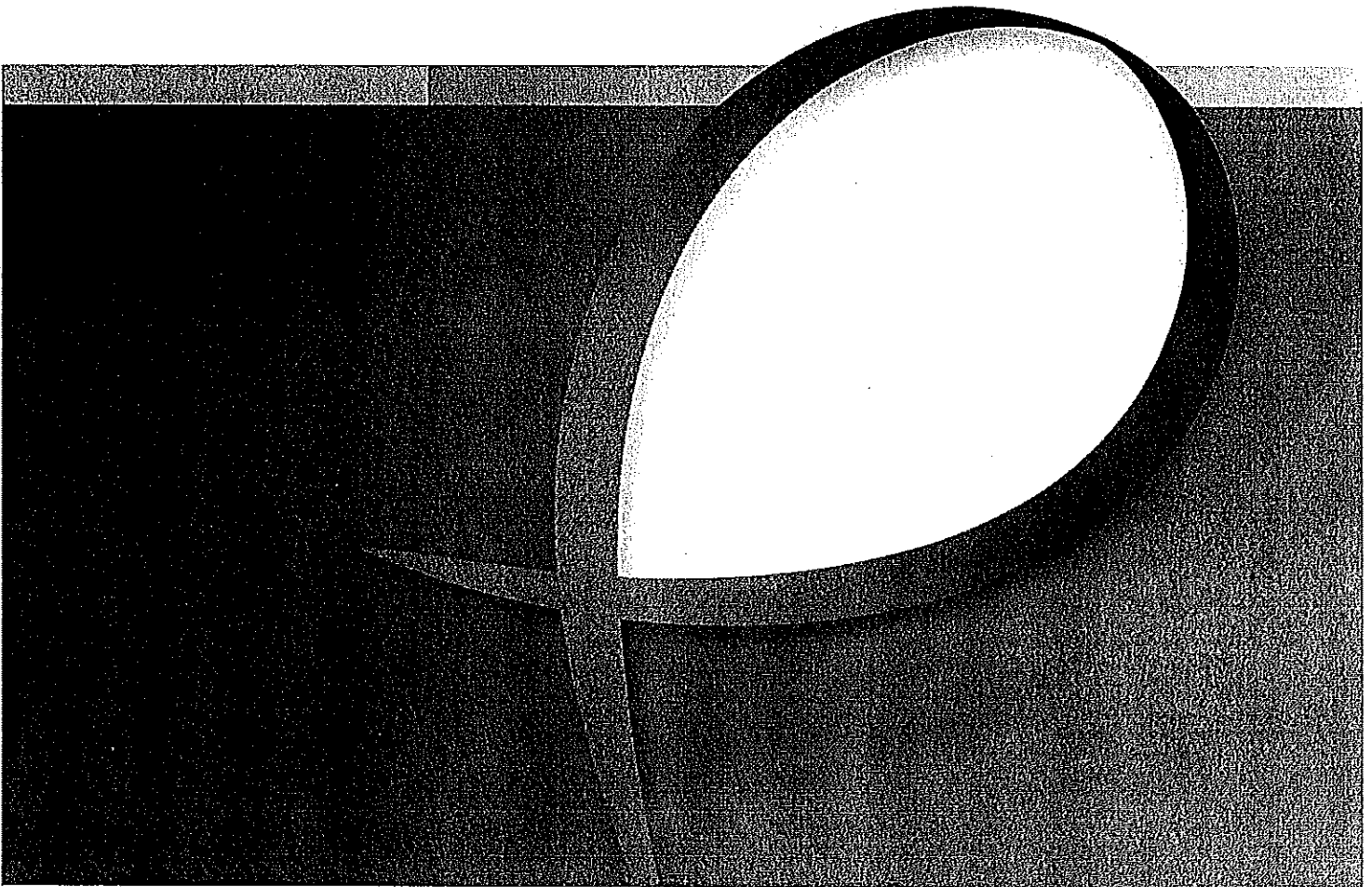
Parkeon Services and Level 2 support agreement



Exhibit C

MIAMI PARKING AUTHORITY

PARKEON Services and
Level II Support Agreement



Revision History

01	08/25/2014	L. DEPERROIS	Initial revision
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Reference document

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1. PARTIES TO AGREEMENT / PERIOD OF PERFORMANCE

- 1.1 This Agreement, dated as of August 25th 2014, is made by and between PARKEON Inc. ("Parkeon") a corporation organized and existing under the laws of the State of Delaware, having an office at 40 Twosome Drive, Suite 7, Moorestown, NJ 08057, USA and MIAMI PARKING AUTHORITY ("MPA" or "Customer"). (Individually referred to as the "Party", collectively to as the "Parties".)
- 1.2 Parkeon is to provide the services listed below to the Customer upon the terms and conditions stated herein commencing October, 1st 2014 for an initial period of twelve (12) months (the "Initial Period"). At the end of the Initial Period, the Agreement shall be automatically renewed for the following twelve (12) month period (the "Automatic Renewal Period") upon the same terms and conditions unless (i) one Party gives written notice of non-renewal to the other party or (ii) Parkeon advises Customer of a price increase, at least sixty (60) calendar days prior to the end of the Initial Period.
- 1.3 After the Initial Period of the agreement, each Renewal Period may be subject to a cost increase. Fees will be increased proportionate to the current CPI and market costs for communications on the renewal date of this Agreement.
- 1.4 Failure of the Parties to agree to new pricing within sixty (60) calendar days prior to the end of the Initial Period and/or any subsequent Renewal Period will entitle Parkeon to terminate the Agreement.

CLOUD BASED SERVICES	LIST PRICE PER MONTH	TERMINALS
☐ Validation codes		
☒ Notification / Extend by Text	End user convenience fee apply	STRADA TRANSFER Number of units: 300
☐ CBORD		

OTHER SERVICES	LIST PRICE PER MONTH	TERMINALS
☐ Whoosh (Refer to <u>Appendix D</u> if elected by Customer)		

3. PAYMENT TERMS

☒ Monthly billing ☒ 30 Day Payment Terms from receipt of invoice

4. GENERAL TERMS AND CONDITIONS

4.1. PARKEON DELIVERY OF SERVICES UNDER AGREEMENT

- 4.1.1 Parkeon will provide Level II Remote Technical Support when Customer consistent with Level I training and diagnosis/Service materials is not able to adequately service the Multi-space meters,
- 4.1.2 Parkeon will provide the Services with care and skill consistent with applicable industry standards.
- 4.1.3 Parkeon will maintain a properly staffed Level II Remote Call-in Service operation to assist Customer with the full range of diagnostics and repairs activities. Support will be available during Parkeon's regular business hours (Monday-Friday 8:00am/8:00pm EST) excluding holidays.
- 4.1.4 Parkeon will maintain a log of all Service incidents which will document the service problem, and relevant hardware/network environment as applicable and contact information. This log will be available to Customer upon reasonable request.
- 4.1.5 Parkeon will take all technical and commercially reasonable measures to provide a resolution within four (4) business hours of receipt of Customer's request for assistance.
- 4.1.6 Parkeon will escalate back office support requests to Level III if, within four (4) business hours, a resolution is not implemented.
- 4.1.7 Parkeon will convene regular Service review meetings with Customer to review Service history.
- 4.1.8 Parkeon will guard and maintain the confidentiality of all, logins, passwords and personal identification provided in connection with the Services against unauthorized use of the Services.
- 4.1.9 Parkeon will be entitled to subcontract in part or whole performance of the Services to be provided under this Agreement with prior written consent of Customer, such written consent not being unreasonably withheld.

4.2. CUSTOMER PARTICIPATION

- 4.2.1 Customer is responsible for Level I Technical Service and maintenance for all machines as specified in Appendix C.
- 4.2.2 Prior to requesting Level II support services, Customer will have attempted to service the Multi-space meters, consistent with Level I training and diagnosis/Service materials and encountered issues that it cannot resolve.
- 4.2.3 Customer will submit all requests into Parkeon's Technical Support using the contact method specified in Appendix A and provide all necessary information to permit Parkeon to perform the required services. Customer will update Parkeon in writing of any changes to such information (especially any change of address) and be available to work with the Parkeon's support resource assigned to the support request.

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4.4. FEES - INVOICING AND PAYMENT OBLIGATIONS

In consideration for receiving the Services and/or Additional Work, Customer shall pay to Parkeon the fees as set forth in the Article 2 Scope of Services above or agreed to pursuant to Article 4.3 above, as follows:

- 4.4.1 Parkeon will invoice the Customer as set forth in Article 3 above which invoice is due and payable within thirty (30) days of receipt.
- 4.4.2 In the event that there is an increase in the number of units being provided under this Agreement, then a Service charge based on the monthly per machine charge in effect at the time of installation shall be added to Customer's invoice.
- 4.4.3 Absent prior notification to and approval of the Customer, the total amount payable to Parkeon under this Agreement for the Initial twelve (12) month Period of the Agreement, plus any subsequent Renewal Periods of twelve (12) months, shall not exceed \$140,400.00 (one hundred forty thousand four hundred dollars) per twelve month period. This amount will be increased accordingly upon article 4.4.2. This amount is excluding any applicable taxes relating to the base Service provided under the terms of this Agreement.
- 4.4.4 To the extent that a disagreement arises in connection with the sum due and owing under the Agreement, Customer agrees to pay the undisputed amount of the invoice within the contractual deadline set forth in the 4.4.1 above.
- 4.4.5 If amounts due and owing Parkeon remain unpaid past the due date, Parkeon shall be entitled to interest of five percent (5.00%) commencing on the due date of the payment.
- 4.4.6 If amounts due and owing Parkeon remain unpaid for sixty (60) calendar days from the due date, Parkeon shall be entitled to terminate the Agreement with immediate effect by serving written notice to the Customer.

4.5. TERMINATION

4.5.1 Termination for Non-Appropriation of Funds. This Agreement shall terminate without penalty at such time as appropriated funds are not available to satisfy the obligations of Customer hereunder. The failure of Customer to make an appropriation in any given year shall not be deemed a breach of this Agreement, nor give rise to any cause of action by Parkeon for legal or equitable relief. Customer shall provide Parkeon written notice sixty (60) calendar days prior to such non-appropriation termination and shall pay to Parkeon all sums due and owing under the Agreement as of the date the non-appropriation termination becomes effective.

4.5.2 Termination for Convenience. Notwithstanding any other provision of this Agreement, Customer may terminate this Agreement (in whole or in part) without cause sixty (60) days following delivery of a written Notice of Termination to Parkeon.

4.5.2.1 Upon receipt of a Notice of Termination, and except as otherwise agreed between Parkeon and Customer, Parkeon shall immediately proceed with the following actions:

4.5.2.1.1 Stop work as specified in the Notice

4.5.2.1.2 Place no further orders for materials, services, or facilities, except as necessary to complete any part of the Agreement not subject to termination..

4.5.2.1.3 Cancel all cancelable orders and terminate all subcontracts to the extent they relate to the Work terminated

4.5.2.1.4 Assign to Customer, and deliver to the work site, any non-cancelable orders for material and equipment that is not capable of use except in the performance of this Agreement.

4.5.2.1.5 Take all reasonable measures to mitigate Customer's liability under this section.

4.5.2.1.6 Complete performance of non-terminated work

4.5.2.2 Upon termination of the Agreement without cause, Customer shall immediately pay Parkeon all amounts due and owing under the Agreement up to the date of termination, all non-cancelable costs for material and equipment that cannot be used other than in connection with this Agreement, and ten (10%) percent of the difference between the Total Agreement Price and all payments due to Parkeon prior to termination of the Agreement.

4.5.3 Other Termination. Without prejudice to any other rights or remedies to which the Parties may be entitled, either Party may:

4.5.3.1 Terminate the Agreement in the event of a material breach of this Agreement which is not remedied within thirty (30) calendar days of notification to the other Party in writing to remedy such breach which notification will set forth in reasonable detail the nature of the alleged breach;

4.5.3.2 Immediately upon (i) appointment of a receiver or administrator over the other Party or its assets or if the other Party is subject to bankruptcy, liquidation or any analogous proceedings under laws of any competent jurisdiction or (ii) the other Party suspends or ceases, or threatens to suspend or cease, to perform all or a substantial part of its Work under this Agreement;

- 4.5.3.3 Upon the occurrence of a Force Majeure event (a circumstance not within the control of the Affected Party) but only if and to the extent that such circumstance despite the exercise of reasonable diligence cannot be prevented, avoided or substantially mitigated by the Party and such circumstance materially and adversely affects that Party's ability to perform its obligations under this Agreement for an uninterrupted period of no less than three (3) months. In such event, the Affected Party shall promptly notified the Other Party of its intention to terminate the Agreement which termination shall have full force and effect three (3) business days after receipt of notice. Neither Party will be liable to the Other Party for damages.
- 4.5.4 Upon termination of the Agreement by Customer for any reason under 4.5.3, Parkeon shall be paid any amounts owed under the Agreement up to the date of termination.
- 4.5.5 Parkeon shall not by reason of the termination of this Agreement be liable to Customer or be subject to consequential, incidental, indirect or special damages or for costs associated with substituted performance.

4.6. INTELLECTUAL PROPERTY

- 4.6.1 Customer agrees that all Intellectual Property Rights, confidential know-how, tools, methods, skills, trade secrets, graphics, logos and trade names used by Parkeon in performing its obligations under this Agreement ("Intellectual Property Rights") are, and will remain, the property of Parkeon (or the third-party who has granted Parkeon the right to use such rights) and nothing in this Agreement or Parkeon's performance under this Agreement will be deemed to transfer to Customer any such Intellectual Property Rights of Parkeon or any third-party.
- 4.6.2 Customer acknowledges that the name "PARKEON" and any other trademark, brand name, trade name and logotype associated with the Products or services of Parkeon (hereinafter referred to as "PARKEON Trademarks") whether or not registered, are and shall remain the property of the owner of the Trademarks, being Parkeon or one of its affiliates, and that Customer has no right, title or interest in PARKEON Trademarks during the term of this Agreement or thereafter except as provided otherwise herein.
- 4.6.3 The Parties both agree that except as otherwise provided herein, neither Party shall utilize the intellectual property rights of the other.
- 4.6.4 Parkeon shall defend or, at its option, settle any claim or action brought against Customer alleging that the use of the Services as provided under the Agreement and as used within the scope of the Services granted to Customer, infringes the Intellectual Property Rights of a third-party, provided that (i) this infringement claim is not attributable (a) to a use other than in accordance with this Agreement regardless of whether the use is in combination with any service(s) not furnished by Parkeon, or (b) to the use of a non-current release of the Software and that (ii) Customer gives reasonable notice and cooperation to Parkeon in connection with the defense of such claim, makes no admission or settlement in respect of such claim and that Parkeon directs and controls such defense.

- 4.6.5 Software licensing: Parkeon will provide Customer a license to use Pay Station software and Parkfolio back office. Parkeon does not provide software or licensing for software being used with Parkeon products that is not part of the Parkeon Pay Station, Parkfolio back office, or other Parkeon products provided by Parkeon to Customer under this Agreement. Customer shall provide such software and licensing as needed.

4.7. PROPRIETARY AND CONFIDENTIAL INFORMATION

- 4.7.1 Proprietary Information (hereafter "Proprietary Information") means object code, source code and any benchmark tests for the Services, pricing and other information Identified as proprietary, but excludes: (a) information made available to the general public without restriction by the disclosing Party or by an authorized third-party, (b) information known to the receiving Party independent of disclosures by the disclosing Party, (c) information independently developed by the receiving Party without access to or use of the disclosing Party's Proprietary Information, or (d) information related to the Agreement that the receiving Party may be required to disclose pursuant to the applicable Freedom of Information statutes or pursuant to subpoena or other lawful process initiated by a governmental authority or by the disclosing Party, provided that the receiving Party notifies the disclosing Party of the lawful process to allow the disclosing Party to appear before the governmental authority and protect its interests, and such disclosure complies with applicable law.
- 4.7.2 Confidential Information (hereafter "Confidential Information") means non-disclosable data, but shall exclude (a) information known to the receiving Party independent of disclosures by the disclosing Party, (b) information independently developed by the receiving Party without access to or use of the disclosing Party's confidential information, or (c) Information related to the Agreement that the receiving Party is required to disclose pursuant to applicable Freedom of Information statutes or pursuant to subpoena or other lawful process initiated by a governmental authority or by the disclosing Party, provided that the receiving Party notifies the disclosing Party of the lawful process in a timely manner to allow the disclosing Party to appear before the governmental authority and protect its interests, and such disclosure complies with applicable law.
- 4.7.3 The Parties shall use reasonable efforts to protect each other's Proprietary and Confidential Information from disclosure. Neither Party is entitled to disclose the other Party's Confidential or Proprietary Information without prior written consent of the other Party, which may be withheld in the other Party's sole and absolute discretion. Provided the other Party's prior written consent has been obtained, the Party requesting consent may disclose in confidence the other Party's Confidential or Proprietary Information on a need-to-know basis to such Party's contractors and subcontractors as have executed a non-disclosure agreement, and the Party making that disclosure shall be responsible for that person's compliance with these restrictions on disclosure and use.

- 4.7.4 Upon termination of this Agreement, the Parties shall securely dispose of all information received and shall make no further use of it. The termination shall not serve to release any Party from its obligations regarding confidentiality under this article which shall remain in force for a period of two (2) years after the date of termination.
- 4.7.5 As a municipal corporation, Customer may have an obligation to disclose public records pursuant to applicable Freedom of Information statutes. To avoid disclosure of Parkeon Proprietary Information, any documents that contain trade secrets will be clearly marked "Proprietary" prior to submission to Customer. Upon citizen request for disclosure of Proprietary Information pursuant to the applicable statutes, sufficient notice shall be provided to Parkeon to permit Parkeon to contest such disclosure.

4.8. LIABILITY AND WARRANTY

- 4.8.1 This clause sets out the liability of Parkeon in its entirety (including any liability for the acts or omissions of its employees, agents, consultants and subcontractors) to Customer in respect of any claims relating to (i) Parkeon's performance of the Agreement (ii) any breach of this Agreement (iii) any use made by the Customer of the Services, or (iv) any representation, statement or act or omission (including negligence) of Parkeon arising under or in connection with this Agreement.
- 4.8.2 Notwithstanding any other provision of this Agreement to the contrary or rule of law or statute, in no event shall Parkeon be liable to Customer for (i) any special, indirect, incidental or consequential loss, costs, damages, charges or expenses; or (ii) loss of profits, business, contracts, business opportunities, income, or anticipated savings; or (iii) damage to reputation or (iv) loss or corruption of data or information; or (v) any degradation which occurs in relation to the network or associated software or hardware of the Customer as a result of the performance of the Services.
- 4.8.3 Parkeon Multi-space meters communicate through public cellular communication networks. Parkeon shall not be liable to Customer for any loss, costs, damages, charges or expenses arising from failures, defects or limitations of the cellular communication network or any product or service supplied by a third-party in connection with the cellular communication network. The cellular providers may experience capacity, interference, equipment and other problems; may make unannounced changes to their Services which impact communications; may limit, restrict or end the Services. Parkeon's sole obligation under this Agreement in connection with the cellular communication network is to treat communications problems that impact Multi-space meters performance as a priority issue and work with the cellular provider to expeditiously resolve the problem.
- 4.8.4 Data is saved in accordance with current data protection and back up standards. However, complete security cannot be guaranteed. In the event of data loss or data errors, Parkeon shall not be held liable unless the data loss or data error was solely the direct result of gross negligence on the part of Parkeon.

- 4.8.5 Parkeon shall have no liability to Customer for malfunction of third-party systems, acts or omissions of a third-party, infiltration or disruption of Parkeon services by a third-party by any means, including without limitation, DDoS attacks, software viruses, Trojan horses, worms, time bombs or any software programs or technology designed to disrupt or delay the Parkeon's services.
- 4.8.6 Parkeon's maximum aggregate total liability for damages arising out of or relating to this Agreement, exclusive of claims by third-parties, shall not exceed an amount equivalent to twenty-five (25%) percent of the remaining contract value in the year in which the damages occurred.
- 4.8.7 Parkeon makes no warranty express or implied that all security threats, breaches and vulnerabilities will be detected and/or avoided. Parkeon may be required to reduce or suspend Services for limited periods to enable technical or maintenance operations to be conducted or upgraded or as the result of an imminent threat of material harm. Parkeon will use best efforts to minimize inconvenience to the Customer caused by such reduction or temporary suspension of Services.

4.9. EXTENSION OF TIME FOR FORCE MAJEURE

- 4.9.1 In the event of a Force Majeure incident which does not result in termination of the Agreement per Article 4.5.3.3 above, the end date of this Agreement shall be extended by the period of time that such circumstance materially and adversely impaired or prevented a Party's ability to perform its obligations under this Agreement (the "Affected Period"). Immediately upon termination of the Affected Period, the Affected Party shall resume performance. The Party seeking to obtain a Force Majeure extension of time must immediately notify the other Party in writing of the nature, details and anticipated effect and duration of the Force Majeure incident.

4.10. GOVERNING LAW AND JURISDICTION

- 4.10.1 This Agreement made in two original counterparts in the English language shall be governed by and construed in accordance with the laws of the State of New York.
- 4.10.2 All disputes or claims arising under or in connection with this Agreement shall, in the first instance, be subject to amicable resolution by the Parties. In the event the dispute or claim cannot satisfactorily be resolved amicably, the Parties agree to submit such disputes or claim to binding arbitration. Arbitration shall be held in Moorestown, New Jersey. The commercial arbitration rules of the American Arbitration Association shall apply. Any judgment, decision, or award by the arbitrators shall be final and binding on the Parties and may be enforced in any court having jurisdiction over a Party against whom any such judgment, decision, or award is to be enforced. The Parties shall bear their own costs and expenses (including attorney's fees) for any arbitration, unless otherwise directed by the arbitrator.

4.11. CONTRACT DOCUMENTS

- 4.11.1 The contract documents which govern the dealings between the Parties are as follows, listed by order of precedence:
- Changes, modifications, amendments and extension of this Agreement
 - The Agreement including its Appendices,
 - Parkeon's Response to Bid # RFP 14-07 Provision of Pay-by-Plate Parking Meters dated May 12, 2014.

4.12. NOTICES

- 4.12.1 Addresses may be changed by either Party from time to time and shall be notified to the other Party. All notices and other communication hereunder shall be deemed to have been given as of the date of delivery by hand, or five (5) working days after posting when mailed by registered or certified mail, postage prepaid, or twenty-four (24) hours after dispatch if sent by facsimile during business hours of the receiving Party. Refusal to accept delivery has the same effect as receipt.
- 4.12.2 Notices or other communications to either Party shall be made in writing and addressed to the relevant Party at its address as stated below:

PARKEON INC.

40 TWOSOME DRIVE, UNIT #7
MOORESTOWN, NJ 08057
USA
Attention: Mr. Lionel DEPERROIS

MIAMI PARKING AUTHORITY

40 N.W. THIRD STREET, Suite 1103
MIAMI, FL 33128
USA
Attention: Alejandra ARGUDIN

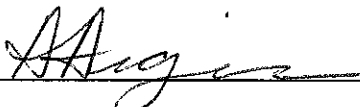
4.13. GENERAL

- 4.13.1 This Agreement including appendices and changes, modifications, amendments and extension thereto represents the entire agreement between the Parties.
- 4.13.2 This Agreement supersedes and cancels all other agreements, written or oral, between the Parties relating to the Services.
- 4.13.3 The failure of any Party to insist upon strict performance of any of the terms or conditions herein, irrespective of the length of time for which such failure shall continue, shall not be a waiver of that Party's right to demand strict compliance in the future. No consent or waiver, express or implied, to or of any breach or default in the performance of any obligation under this Agreement shall constitute a consent or waiver to or of any other breach or default in the performance of the same or any other obligation of this Agreement. No waiver or consent shall be effective unless in writing and signed by the Party against whom such waiver or consent is asserted.
- 4.13.4 The terms and conditions of this Agreement shall be binding only upon written agreement signed by the duly qualified representatives of each Party.
- 4.13.5 The Parties may amend or modify this Agreement at any time, provided that such amendment(s) or modification(s) make specific reference to this Agreement, and are executed in writing by a duly authorized representative of both Parties. Such amendment(s) or modification(s) shall not invalidate this Agreement, nor relieve or release the Parties from their obligations under this Agreement.
- 4.13.6 Neither Party shall be bound by any condition, definition, guarantee or representation other than those set forth in this Agreement.
- 4.13.7 Nothing contained in this Agreement is intended to, or shall be construed in any manner, as creating or establishing the relationship of employer and employee between the Parties. Parkeon shall at all times remain an independent contractor with respect to the Services to be performed under this Agreement. The Customer shall not be obligated to provide workers' compensation insurance, health or accident insurance to cover Parkeon for any type of loss which might result to Parkeon or its employees, in connection with the performance of the Services set forth in this Agreement. The Customer shall not pay any contribution to Social Security, unemployment insurance, federal or state withholding taxes, nor provide any other contributions or benefits which might otherwise be expected in an employer-employee relationship, it being specifically agreed that Parkeon is not an employee of the Customer.
- 4.13.8 Provided the other Party's prior written consent has been obtained, each Party shall have the right to make reference to the name, trademarks and logo of the other Party (provided that such reference shall not refer to the content of this Agreement) in any marketing literature, on all websites, on any media and any commercial documents and brochures of the other Party.
- 4.13.9 The Party representatives who execute this Agreement hereby represent and warrant that they have full and complete authority to act on behalf of Parkeon and Customer, respectively, and that their signatures below, the terms and provisions hereof, constitute valid and enforceable obligations of each.

4.13.10 In the event any portion of this agreement is declared or adjudged to be invalid or unconstitutional, such declaration or adjudication shall not affect the remaining provisions of the Agreement, as if such invalid or unconstitutional provision was not originally a part of the Agreement.

IN WITNESS WHEREOF, THE DULY AUTHORIZED REPRESENTATIVES OF THE PARTIES HAVE EXECUTED THIS AGREEMENT.

Approved as to Legality and Form:

For MIAMI PARKING AUTHORITY Date: <u>9 / 5 / 14</u> Name: Alejandra ARGUDIN as Title: Chief Operations Officer Signature:  By signing I confirm that, - I have read, understood and accepted the general terms and conditions of this agreement.	For PARKEON Date: <u>9 / 5 / 2014</u> Name: Lionel DEPERROIS as Title: Chief Operations Officer for PARKEON INC. Signature:  By signing I confirm that, - I have read, understood and accepted the general terms and conditions of this agreement.
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APPENDIX A

LEVEL II REMOTE TECHNICAL SUPPORT

Parkeon will provide Level II Remote Technical Support between the hours of 8:00AM and 8:00PM EST Monday through Friday excluding company holidays. The primary method of contacting Parkeon is via email:

parkfolio_support@moorestown.parkeon.com

A request number will be generated and can be referred to in correspondence and discussions to the issue.

In a situation where Level I Service is exhausted and is of an urgent nature you may contact Parkeon Level II Remote Technical Support via telephone at

Toll free: 1 (800) 732 - 6868 x 244.

APPENDIX B

PARKEON RETURN MATERIALS AUTHORIZATION ('RMA')

Email us at:

SalesAdmin@moorestown.parkeon.com

Phone: Please call 1-800-732-6868 x 245

Hours of operation: Monday – Friday: 8:00 AM – 5:00 PM Eastern Standard Time

All requests for parts, machine changes and miscellaneous sales should be directed to the above contact point. For parts being returned for repair or replacement a Return Material Authorization (**RMA**) is required PRIOR to the physical return of the product:

1. Parkeon will issue an RMA number and provide shipping instructions.
2. Customer will ship the defective parts back to Parkeon and clearly mark the outside of the carton or the shipping label with the RMA number. Each assigned RMA is limited to 20 individual items.
3. Customer agrees to properly wrap each defective part and package them securely within a box to assure no further damage will occur to these parts.
4. Customer is responsible for freight charges on items being returned to Parkeon. Parkeon is responsible for standard ground freight charges of replacements.
5. Once Parkeon has received the defective parts, replacement parts will be shipped within 72 hours via two (2) business-day delivery if parts are covered under standard warranty. If parts are covered under a Parkeon Service Contract, replacement parts will be shipped within 24 hours via two (2) business-day delivery
6. Parkeon will cross reference all parts against its warranty/contract database and determine if the part is covered. Customer will be notified if parts are not covered under warranty and will be advised of available options by the Sales Administration Dept.
7. Customer is responsible for testing of parts before returning. Parkeon will inspect and test parts to determine reason for return. If any parts are determined to be functional with no problem found or found functional after a standard cleaning procedure, Customer will be charged \$175.00 dollars per unit for Preventative Maintenance charge to clean and restock.
8. Customer is responsible for all replacement charges for parts out of warranty or not covered under contract.
9. Customer is responsible for all expedited shipping charges.
10. Customer should ship all return parts to Parkeon and reorder on a regular weekly basis in order to provide a smooth flow of replacement parts and eliminate the need for expedited requests. Bulk RMAs (> 20 items) or multiple RMAs per week will result in processing and handling delays.

APPENDIX C

LEVEL I TECHNICAL SERVICE AND MAINTENANCE

Customer is responsible, through its trained staff, for performing Level I Technical service and maintenance for all Pay Stations covered through this Agreement, as follows.

Technical Services

1. Open Pay Station and remove and/or replace internal components as necessary.
2. Execute self-diagnostic and other repair processes, as shown in service training and described in the Service Guide and other documentation provided in conjunction with and at the time of training.
3. Install programming changes to the Pay Station using the maintenance procedures that are available at the maintenance keyboard on the Pay Station and explained during Level I service training.
4. Maintain a log of repair activities performed by the technicians, which will be available for reference purposes during a call to Level II Technical Support.
5. Ensure that the staff servicing Parkeon's Pay Stations have successfully completed the full training program provided by Parkeon and maintain the certification level of all staff who service the Pay Stations or operate ParkFolio back office software system.
6. Complete all prescribed Level I diagnostics and repair steps prior to escalating a service issue to Level II support.
7. Ensure that only trained Level I service staff initiate support requests to the Level II helpdesk.
8. Use its own qualified IT resource to provide desktop client, server, network, and infrastructure services necessary to maintain the proper functioning of the ParkFolio system.
9. Provide all information required to open a support request with Parkeon Level II Service and be available to work with the Parkeon support resource assigned to the support request.
10. Timely complete the recommended Pay Station preventative maintenance process to maximize useful life of the parts within the Pay Station.
11. Maintain the concrete mounting pad and mounting hardware per installation specifications.
12. Maintain all electrical installation accessories other than those that form an integral part of the Pay Stations as well as electrical connections to the Pay Stations
13. Maintain a supply of locally-available parts sufficient to meet desired repair timelines. These parts will be supplied to Parkeon as needed for Level II On-Site Operation.
14. Maintain a log of all parts replacements which will be made available to Parkeon upon demand.
15. Archive data and historical analysis for data older than 90 days.

Parkfolio Services

1. Maintain desktop and file server computers, LAN connections, internet connections and other aspects of the operating environment in a manner that allows the operation of and compatibility with the Parkfolio software.
2. Require all staff using Parkfolio to have successfully completed the full Parkfolio training program as provided by Parkeon.
3. Design, customize and generate reports using data in Parkfolio.
4. Complete all prescribed Level I diagnosis and repair steps prior to escalating issues for Level I Obtain appropriate Information Technology or Information Services resources to provide server, network, firewall, and infrastructure support services, including Web server, authentication software, WebObjects' Monitor, software installation, application installation on production servers, database connections, and database changes.
5. Provide all information required to open a support request for Parkeon Level II support and be available to work with Parkeon support resource assigned to the support request.

APPENDIX D

WHOOSH - MOBILE PHONE SOLUTION

Parkeon offers a service called WHOOSH. This Service is used to make remote payment for municipal parking, and Parkeon, via the WHOOSH platform, is the technical intermediary between a parking user ("User") of the WHOOSH Service and Customer. The WHOOSH platform allows for the User's payment of parking time from a mobile phone or a computer, consistent with the options chosen by the Client.

ARTICLE 1 - PURPOSE

The purpose of this Agreement is to define the rights and obligations of Parkeon and Customer with respect to Parkeon's provisions of WHOOSH Service.

ARTICLE 2 - ATTACHMENTS

The document is comprised of the following attachments:

- ANNEX 1 - Scope of the WHOOSH Service
- ANNEX 2 - Price conditions
- ANNEX 3 - Service levels
- ANNEX 4 - Corporate Style Guide

ARTICLE 3 - DESCRIPTION OF THE WHOOSH SERVICE

WHOOSH is a service rendered by Parkeon; it enables Users having activated the Service to make remote payments for parking.

The WHOOSH Service makes possible:

- Registration by the User for the WHOOSH Service,
- Payment for parking rights by User via mobile phone or a computer,
- Processing of electronic money flows up to the remittance of parking payments to the Customer merchant banking account in accordance with the approved time limit,
- Access to certain information by parking enforcement officers, through the use of portable terminals (PDAs) or by API monitoring,
- Access by User to his/her account and history of his/her transactions,
- Access by Customer to the monitoring of the issuance and sale of parking rights,
- Customer's assistance as regards to the use and handling of complaints,

The roles of each of the parties is further defined as follows:

- Customer defines the parking policy.
- Parkeon makes available and manages:
 - The WHOOSH Mobile Payment Service platform, which registers users and is used for transactional interface at the time of purchase of the parking rights;
 - The processing of all of the "parking business" functionalities and the data concerning the monitoring of online parking rights.
- Parkeon shall provide access to the payment platform used for Internet payment transactions via credit card.
- Customer shall verify electronic payments.

ARTICLE 4 – FINANCIAL CONDITIONS

- 4.1 In addition to the parking fee charged by Customer, User will pay a Service Fee for the use of the WHOOSH Service as defined in Annex 2. The parking fee plus the Service Fee will be sent to the Customer's bank through their selected merchant bank processor. The Customer is responsible for any fees charged by their merchant bank processor.
- 4.2 Parkeon will invoice Customer on a monthly basis to collect the Service Fee and Customer will pay Parkeon all such Service Fees that it collects.
- 4.3 The Service Fees shall be payable within twenty days of invoice date.
- 4.4 Parkeon reserves the right to suspend services and/or to terminate the agreement in the event of a payment delay in excess of 60 days.

ARTICLE 5 – PARKEON'S COMMITMENTS

5.1 Parkeon undertakes to provide the expertise and care necessary to provide the WHOOSH Service, as well as to follow relevant accepted industry practices and to achieve a level of quality that is consistent with market standards.

5.2 Parkeon warrants that the WHOOSH Service will be available and meet or exceed the standards contained in the Service Level Agreement defined in Annex 3.

However, Parkeon may in its sole discretion suspend the provision of the WHOOSH Service in the following situations:

- Suspension of the WHOOSH Service with advance notice of one working day, by any written means:
 - Installation of updates
 - Maintenance of the System and/or scheduled Maintenance
 - Service Fee payment delay in excess of 60 days.
- Suspension of the WHOOSH Service without advance notice:
 - Risks for the smooth functioning or safety of the infrastructures or equipment,
 - Technical or maintenance work by Parkeon on its infrastructures or equipment,
 - Fraud detected or reported,
 - Suspected or reported wrongful, fraudulent, unlawful use of the WHOOSH Service,
 - Failure to perform by a third-party and necessary to the rendering of the WHOOSH Service, including, but not limited to, the suppliers and operators of the telecommunications network.
 - And, more generally, in all emergency situations.

Regardless of the circumstances, Parkeon shall inform Customer of any suspension as soon as reasonably possible.

5.3 Back office

Parkeon shall provide Customer access to the Back Office tools enabling Customer to have access to the information and to the management reports on the transactions executed by the Users of the WHOOSH Service.

These tools draw on the infrastructure and platform managed and hosted by Parkeon. The platform is accessible by Customer through an Extranet. The conditions for the availability of these tools are defined in Annex 1.

Parkeon shall collect information regarding Users' payments and shall make this information available on the Platform for Customer use. Parkeon shall continue to be the owner of this information.

5.4 Changes to the Services

Parkeon may occasionally, at its own initiative and in its sole discretion, change all or some of the functions or any component of the Service or make any modification (hereinafter referred to as "Modification") in order to improve the performance, service quality, or to correct errors or preserve the competitiveness of the Service. Before making such a Modification, Parkeon shall inform the Client by e-mail of said Modification.

ARTICLE 6 – CUSTOMER'S OBLIGATION

6.1 Customer must carry out all operations that are necessary prior to the launch of the WHOOSH Service and on an on-going basis, in particular:

- Opening and maintenance of the remote selling account throughout the duration of the agreement,
- Supply of all of the city data for parameterisation of the solution (mapping of parking payment terminals, prices, zone, etc.)
- Setting up of the system to verify electronic tickets and supply interface data, if applicable
- Training of the city's employees
- And, more generally, transmit to Parkeon any information useful to the implementation of the WHOOSH Service.

It is hereby stipulated that the above list is given for indicative purposes and that it can be supplemented at the start of the project based on Customer's specific characteristics.

6.2 Customer undertakes to render the WHOOSH Service in accordance with Parkeon's recommendations and pursuant to the terms and conditions of the WHOOSH Service, provided to the User on the WHOOSH application and on the WHOOSH web site.

6.3 Customer undertakes not to use or authorise a third-party to exploit the information obtained from the use of the WHOOSH Service for purposes other than those related to the WHOOSH Service.

6.4 Customer acknowledges that the WHOOSH Service is paid for by credit card. Any transfer of information associated with the payment shall take place in a secure context. In particular, at the time of a payment, a credit card number and its validity date are transferred in a secure context using protocols in force, on the server of the service provider chosen by Parkeon.

In this connection and pursuant to standard terms of the service provider chosen by Parkeon, Customer acknowledges the importance of complying with the security rules.

For complete information on the security rules to be followed, Customer can refer to the PCI DSS (Payment Card Industry Data Security Standards) available, for example, on the Internet site of Visa or MasterCard, or from Financial Institutions.

In addition, Customer undertakes to:

- Ensure the application of the security patches on all of its machines, as well as setting up the machines' secure configurations.
- Never store on any type of medium information that is sensitive, such as credit card numbers or visual cryptograms (CVCs/CVV's)
- Protect all of its passwords and change these regularly, in particular, the password needed to obtain access to the Account of the payment service provider
- Protect access to its servers and its applications, as well to its technical infrastructure in general, in particular, using the firewall and antivirus.
- Establish secure application development procedures

The platform of Parkeon's payment service provider shall supply several automatic or manual methods permitting Parkeon to monitor consistency between the payments handled by the payment service provider and its own sales system. The system permits, notably:

- online consultation of transactions via Customer's Account,
- via SHA-1 key systems, to ensure the consistency of the payment data,
- the sending of payment notification e-mails,
- the use of other electronic means of notification in real or deferred time.

Customer undertakes to establish and apply adequate procedures for monitoring the proper execution of payments.

Parkeon strongly recommends Customer set up as many monitoring mechanisms as possible, in particular, in the case of e-commerce applications, and Parkeon reserves the right to limit the financial possibilities of the Account of the payment services provider (types of transactions permitted, maximum number of transactions per period, etc.) if it deems Customer's checks and/or monitoring insufficient. The mechanisms for checks and monitoring used, and/or the activation or non-activation of the security options are freely chosen by Customer, and cannot under any circumstances give rise to Parkeon's liability.

ARTICLE 7 – MARKETING AND PROMOTION

Customer authorizes Parkeon to engage in marketing, business analytics and advertising campaigns for the promotion of the WHOOSH Service, including but not exclusive communication and promotion by press, flyers, city Internet site, affixing of information stickers on places of sale (on parking payment terminals, or in their absence, on any other medium visible from parking places) in a manner consistent with the Corporate Style Guide and the definition of the zone codes.

To this end, Parkeon hereby grants Customer a non-exclusive license during the term of this Agreement for the purposes of using the WHOOSH name and logo in the conditions defined below:

Parkeon shall provide to Customer graphical materials (logo, visuals, etc.) needed in order to organize the promotion and showcasing of the WHOOSH Service to Users. Customer is authorized to modify these items, if applicable, within the limits defined by Parkeon's written instructions and in accordance with the Corporate Style Guide enclosed in Annex 4. In such case, Customer must obtain Parkeon's written approval prior to any use of said items.

Upon the expiry of the Agreement, whatever the reason, Customer shall return to Parkeon as soon as requested all of the items that were handed over to it pursuant to this Article.

ARTICLE 8 – INFORMATION REGARDING USERS

In accordance with the terms of this Agreement and those of applicable laws Parkeon shall keep full files of all of the information and data collected from Users. Parkeon shall obtain and use this information only in accord with applicable laws in force and any amendment to this Act and shall not give or disclose this information, in any circumstances, to third parties, except for the information that has been expressly approved by Customer or is required to be produced pursuant to subpoena or court order. Parkeon shall comply with all of the provisions concerning data processing and freedoms and shall apply these accordingly to its technical facilities.

Each Party undertakes, as regards the Service rendered, to comply with all of the provisions of applicable law. No data and in particular personal data, may be used by either Party for any purpose other than the strict performance of the Agreement. Parkeon undertakes to implement mechanisms to monitor access to these data.

ARTICLE 9 - SUSPENSION

Parkeon reserves the right to suspend, limit or to partially or completely restrict the supply of and/or access to the Service after having so notified Customer by any means, notably:

- In the event of a breach of one of Customer's obligations indicated in the Agreement
- In the event of a failure to make timely payment of the amounts due, and in the absence of a challenge, duly reasoned and sent to Parkeon by registered mail with return
- In the event of non-conforming use of the Products or Services
- And, more generally, if the Agreement provides for this.

The resumption of the Service after suspension and/or limitation due to Customer's act or fault can give rise to the invoicing of Resumption of Service Fees. In the event of a suspension and/or a limitation, regardless of the cause, Customer shall continue to be bound by its obligations; it is understood that the suspension shall not give rise to the cessation of the invoicing of said fees.

In addition, Parkeon shall be authorized to suspend, limit or restrict the Service for any improvement or preventive or curative maintenance work, or if Parkeon is required to follow an order, an instruction, a demand from the Government, a regulatory authority or from any competent administrative or local authority.

ANNEX 1

SCOPE OF THE WHOOSH SERVICE

FUNCTIONAL AND TECHNICAL SCOPE

The WHOOSH Service permits:

- The registration of users for the service via:
 - Applications for IOS and Android smartphones
 - Internet/Mobile Internet browser and access to the dedicated site www.whooshstore.com and m.whooshstore.com
- The obtaining and payment of parking rights by users who use their mobile phone or a computer via:
 - Applications for IOS and Android smartphones
 - Internet/Mobile Internet
- The obtaining of payment confirmation from the web site;
- The obtaining of expiry imminent notification via push notification if option chosen by the user;
- The possibility to extend the ticket in progress, in accordance with pricing rules in force as established by Customer;
- The secure processing of electronic money flows up to the remittance of payments to the Customer;
- Access to the information necessary to the verifying of the vehicles parked, by the parking enforcement officers having portable terminals (PDAs) beforehand that are connected either via the monitoring application or by the making available of an API;
- Access by users to their account and to the history of their transactions;
- Access by the Customer to the financial information and to the monitoring of parking rights sales transactions;
- Assisting users in using the WHOOSH Service;
- The handling of complaints communicated by the Customer;
- Informing the user of the city price;
- Access to FAQs, as well as to a usage tutorial.

INFRASTRUCTURE

The WHOOSH Service is provided in SaaS mode.

Parkeon shall supply:

- access to the WHOOSH Service platform that registers users and is the transactional interface at the time of the purchase of the parking rights by Smartphone (IOS and Android), Internet application and Mobile Internet.
- access to the payment monitoring information;
- myParkfolio interface for the reporting of information concerning the Transactions executed on all of the distribution channels and permitting the financial and statistical consolidation of the data concerning the parking rights delivered by the distribution channels set up.

Parkeon manages the connection to the payment platform that is used for Internet payment transactions.

REGULATORY CONSIDERATIONS

Parkeon shall ensure the conformity of the WHOOSH Service to Payment Card Industry Security Standards ("PCI-DSS") and the maintenance of all of the accreditations required by outside firms, excluding all of the systems that are not directly under its control.

IMPLEMENTATION AND EXPLOITATION PROCEDURE

INITIALISATION

1. Parkeon shall allocate to each of the on-street parking zones and to each street in which the parking zone is authorised, a certain number of unique parking zone codes.
2. Parkeon shall agree with the Customer on a timetable for the commencement of the service at a launch meeting.
3. Parkeon shall provide the following to the client at least 20 days prior to the agreed date for the commencement of the service:
 - a. The telephone number of customer service;
 - b. The list of the parking zone numbers allocated for each of the parking payment terminals, provided with their address for the introduction of the Whoosh Service.
4. Parkeon shall provide either standard items enabling the Client to create its communications media, or the standard models made by Parkeon; a 3-section brochure model leaflet, printed on both sides, a model of stickers to be affixed on parking payment terminals, recommendations for the affixing of said stickers, access to the Internet site and to a training video, and suggestions for contributing content and visuals.

5. Parkeon undertakes to process all of the data with the strictest possible confidentiality.
6. Customer undertakes to perform the following obligations:
 - a. To supply, as a pre-condition to the activation of the Service all of the information necessary for the parameterisation and personalisation of the Service and to inform Parkeon in writing, of any change of this information (in particular and not limited to, any moving of a parking payment terminal to a new address, or pricing modification). Customer is alone responsible for the consequences caused by a failure to supply or to make available this information; in particular, Customer shall furnish:
 - i. A copy of the contract of adherence to the merchant contract mentioning its identifier at the acquirer (MerchantID)
 - ii. List of the names of zones
 - iii. GPS coordinates of the zones in question
 - iv. Names and titles of the users of the monitoring service
 - v. Agreement on communication to the public (stickers, flyers and any promotional content)
 - vi. Agreement on any communications content (label, websites, naming review, etc.)
 - vii. Agreement on the list of applicable rates
 - viii. Confirmation of use of the monitoring API supplied by Parkeon; any use of another interface shall be quantified and be the subject of a specific timetable.
 - b. To supply to Parkeon the contact information of the person responsible for the Customer for the implementation and exploitation of the service, and to inform Parkeon immediately in the event of any change.
 - c. To authorise Parkeon to use the parking data for statistical purposes
 - d. To ensure the security and conformity of the use of the system by its agents.
 - e. To restrict the dissemination and to maintain the confidentiality of all of the logins, passwords and identification of the personnel, used with respect to the Service and, more generally, to protect this information so as to avoid any use by unauthorised persons.
 - f. To only use the Service in accordance with the instructions given by Parkeon, for its proper management.
 - g. To test the conformity of the system made available in accordance with the recommendations or specifications supplied by Parkeon.

ACTIVATION OF THE SERVICE

1. The Service shall be activated on an agreed date for the launch of the Service (mentioned on the Service registration form), insofar as the preconditions are satisfied and the activation date is realistic. In the event of the non-satisfaction or incomplete satisfaction of the preconditions, Parkeon shall suggest a new date for the activation of the Service, which must be consistent with the date on which the preconditions will be satisfied
2. During the activation of the Service the Customer must ensure the full availability of a manager, who is an employee of the Customer and has knowledge of and access to all information associated with the Service.
3. After activation, Parkeon shall notify the Customer of the official launch of the Service.

SUPPORT

Parkeon shall provide a support service in accordance with the conditions described in Annex 3, "Service Availability and Levels".

In this connection, Parkeon shall:

1. Provide access to the technical support service to assist the Customer to reply to and advise the user on the questions associated with the WHOOSH Service;
2. Ensure that the technical support is available during business hours 8:00AM and 8:00PM EST Monday through Friday excluding company holidays;
3. Ensure that the technical support can be reached via a telephone number at the local call rate;
4. Monitor the performance and supply of the WHOOSH Service.

UPGRADE MAINTENANCE

Parkeon is entitled to modify the Service

Parkeon shall be responsible for the corrective and upgrade maintenance of the WHOOSH Service. In this case, Parkeon can suspend the supply of the Service in the conditions defined in this agreement.

ANNEX 2

PRICING CONDITIONS

SERVICE FEES

The Service Fee is \$0.35 per transaction.

REVISION OF PRICES

Parkeon reserves the right to increase or decrease the Service Fee on an annual basis. Written notification will be provided to Customer at least 30 days prior to a price revision.

ANNEX 3

SERVICE AVAILABILITY AND LEVELS (SLA)

This SLA defines the Service Level to which Parkeon is committed and the financial liability of Parkeon to Customer in the event of the non-attainment of the Service Level. This SLA pertains specifically to the WHOOSH Service.

As regards the service levels as defined in following Articles 4 and 6, the average response time and/or the average availability are understood as average values calculated for all Customers for the given period.

ARTICLE 1 - MAINTENANCE OF THE WHOOSH SERVICE

- 1.1 Parkeon shall send Customer an e-mail informing the latter of any major modification having an impact on the functionalities of Customer's account. This e-mail shall contain a description of these modifications.
- 1.2 Parkeon shall do its utmost to deliver good backward compatibility of the new versions of the interfaces that can be used by the Customer's applications.
- 1.3 The procedures described in Articles 1.1 and 1.2 above do not apply to urgent corrections of bugs or made for reasons of security or required directly or indirectly by Financial Institutions, or governmental or legal authorities.
- 1.4 Unavailability associated with the maintenance of the Service shall, if possible, be scheduled during periods of low traffic. In principle, this maintenance shall not exceed an average of 4 hours per month. However, this average monthly maintenance duration can be exceeded once each quarter, by at most 8 hours. Customer shall be informed in writing at least 48 hours prior to the beginning of the maintenance activities, except in the case of Article 1.3 above.

ARTICLE 2 - MONITORING OF THE SERVICE

- 2.1 The Service is monitored in two ways:
 - Active monitoring: Parkeon's automatic procedures, which periodically test the availability of the main system and its functionalities. These active monitoring processes include the alert and escalation mechanisms needed for Parkeon's technical support department to be informed as quickly as possible.
 - Passive monitoring: Customer is able to notify, 24 hours a day, an incident associated with the use of the Service. Outside the Help Desk's working hour time slots, this notification shall be made by e-mail to the address support@whooshstore.com
- 2.2 Customer undertakes not to use the active monitoring system in order to avoid a possible disturbance of the Service's performance due to unnecessary overload.

ARTICLE 3 - AVAILABILITY OF THE SERVICE

During the days and time slots in which parking is not free of charge, Parkeon shall take measures to enable:

- The User Service to be operational 24 hours a day, except for scheduled maintenance.
- Transactional flows to be recorded every day without loss of data
- The Service to be open to users during paid parking times, except for scheduled maintenance.
- The Service via the Internet site for users to be operational 24 hours a day, except for scheduled maintenance.
- The management and monitoring service via the interfaces connected to the system to be operational, Monday to Friday, from 8:00AM to 8:00PM EST, excluding company holidays.
- The service for the verifying carried out by parking enforcement officers to be operational throughout the activity period of the services of the City's Police force (working hours).
- The Service for access by law enforcement personnel to be operational 24 hours a day, except for scheduled maintenance.

Unavailability of the Service is defined as the period during which the majority of Customer's users are unable to place new authorisation or payment transactions via the Service. It is also agreed that the service shall be considered unavailable if the response time as defined in Article 4 below exceeds 60 seconds for the majority of the Customer's users.

3.1 Parkeon offers 98% availability of the Service, on a monthly basis, although the situations mentioned in Article 3.2 are excluded. Customer can, if it expressly requests this, obtain the transmission of an SLA report covering a given month, to enable it to monitor the level of performance compared to the SLA.

3.2 Unavailability excludes the following situations, which therefore do not give rise to the right to any compensation:

- Errors following the configuration based on incorrect information supplied by Customer,
- Supply by Customer or its users of incorrect or incomplete data needed by Parkeon to properly execute a transaction,
- Scheduled unavailability due to maintenance, insofar as executed in accordance with Article 1 of this SLA,
- Failures by Customer or by its users to comply with Parkeon's procedures,
- Malfunction of the equipment of Customer or of its users,
- Unavailability of telecommunications lines,
- Unavailability of Internet access,
- Unavailability of the acquirer's authorisation equipment,
- Force majeure,
- Unavailability resulting from a bug that could have been easily detected by Customer during the test phase, if it had carried out a few basic tests during the Service's pre-activation period.

3.3 Notification and beginning of an incident

Customer shall inform Parkeon of the existence of an incident:

- During working hours: by telephone and by assistance request ticket. (See Article 5, Technical assistance below) The unavailability time shall commence as of the moment in which the assistance request ticket is created. In the event that the receiving procedure that permits the creation of assistance request tickets is unavailable, the unavailability time shall commence as of the telephone call to the Parkeon technical support department.
- Outside working hours: by e-mail, only to the address support@whooshstore.com. The unavailability time is only counted over the Technical Support's time slot worked, i.e. 8:00AM to 8:00PM EST, Monday to Friday excluding company holidays.

3.4 If the duration of the incident is less than 15 minutes, the unavailability time is not counted for the purposes of the application of Article 3.

3.5 If two (2) consecutive unavailability periods of less than 15 minutes, occurring for an identical reason, are separated by a short period of availability (less than 15 minutes AND a total duration of less than the duration of the periods of unavailability), the two unavailability periods shall be considered as a single unavailability period, commencing with the beginning of the first unavailability period and ending at the end of the last unavailability period.

ARTICLE 4 - RESPONSE TIME

4.1 Parkeon guarantees an average monthly response time of its online payment authorization process of less than twenty (20) seconds for all of its debit or credit card transactions. However, certain exceptions could exist, associated with specific acquirer connections. In that case, Parkeon would indicate it to Customer on a case-by-case basis. This applies only to online transactions transmitted individually to the Parkeon payment service provider and excludes any transaction consolidation mechanism.

4.2 Response time is measured from time of receipt of the payment request by Parkeon until the sending by Parkeon of the result of the payment request to the initiator of this request.

ARTICLE 5 - TECHNICAL ASSISTANCE

Technical assistance is provided by telephone (see the service telephone numbers available on the contact page) and by e-mail, from 8:00AM until 8:00PM EST, excluding legal holidays and Company published holidays.

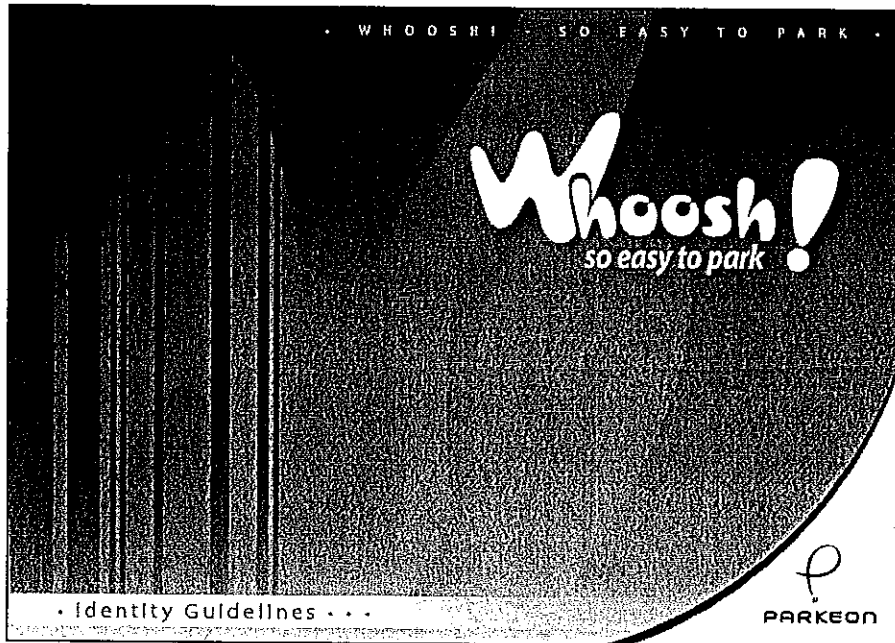
ARTICLE 6 - SEVERITY LEVEL AND RESOLUTION

Parkeon undertakes to restore basic functionalities, or at least, to communicate an action plan for resolution, within the time limits defined below. The time limit is assessed as of the time that Parkeon becomes aware of the problem. If the analysis of a problem concludes that the latter results from improper use of the system or of a part of the system by the client, Parkeon shall maintain the level of severity and shall strive to keep to the time limit defined below. In such a case, Parkeon nevertheless reserves the right to apply a specific price for this resolution and to increase the intervention time.

Severity	Description	Intervention time commitment vs. Technical Support Working hours	
		During	Outside
CRITICAL	A problem, the impact of which on Customer's commercial operations is critical, namely, if it is not possible to make parking purchases via Whoosh.	4 hours	4 hours as of the subsequent working hours
MAJOR	- A problem of configuration or updating having an impact on the supervisory functionalities (loss or modification) or triggering a loss or a modification of key information. - A problem having an impact on access to the supervisory service	6 hours	6 hours as of the subsequent working hours
MINOR	A problem giving rise to the loss or modification of non-major information.	24 hours	36 hours
SUPERFICIAL	A configuration modification request, or any other problem, the impact of which on Customer's commercial operations is limited.	36 hours	48 hours

ANNEX 4

CORPORATE STYLE GUIDE



• How can I use the logo? • • •



• Logo Introduction
Where possible the "Whoosh!" logo should be used in full pink color with dark grey baseline.



• Clearance area
To ensure legibility and to prevent any obstruction of the "Whoosh!" logotype, always maintain a minimum distance between the "Whoosh!" logo and any other element (graphic, type, line, or edge of page).
The clearance area around the "Whoosh!" logo on all four sides should never be less than the height of the letter 'o' (see illustration above).



• Minimum size
To ensure legibility, never reproduce the "Whoosh!" logo as less than 40 mm wide.
For a lower positioned logo, please use the logo without baseline.

• Identity Guidelines • • •

"Whoosh!" is a Parkeon service
Parkeon S.A.S. - Parc La Fayette - 6, rue Isaac Newton - 21675 Besençon Cedex 9
Phone: +33 (0)3 81 54 56 00 - Fax: +33 (0)3 81 54 49 06 - www.parkeon.com

• Which logo type do I use? ...



- **Spot colour**
Use and refer to this logo when spot colour printing is required.
Preferred for Spot Printing

 Pantone Redline Red C	 Pantone 532 C
---	---
- **CMJK**
Use this logo for all full colour applications.
Preferred for Process Printing

 C: 0%	 C: 100%
 M: 100%	 M: 80%
 Y: 15%	 Y: 70%
 K: 4%	 K: 25%
- **RGB**
Use this logo for digital applications including PowerPoint and Word.
Preferred for Electronic Applications

 R: 223%	 B: 78%
 G: 0%	 G: 57%
 B: 110%	 B: 66%

Web Safe Hexadecimal > #E3147D / #26373E

2

• Identity Guidelines • • •

"Whoosh!" is a Parkdon service.
Parkdon S.A.S. - Parc La Fayette - 6, rue Isaac Newton - 25075 Besançon Cedex 3
Phone: +33 (0)3 81 54 56 00 - Fax: +33 (0)3 81 54 49 96 - www.parkedon.com

• Which alternative logos can I use? ...



- **One colour**
When single colour production only is available the entire "Whoosh!" logotype should appear in the "Whoosh!" pink including the baseline.
- **Black**
When appearing in any application where "Whoosh!" colours are not available, the entire "Whoosh!" logotype should appear in black against a light background or white against a dark background. No other colours should be used.
- **Reversed**
Whenever the entire "Whoosh!" logotype may appear as a reversed white logo on a black or dark coloured background. When reversing the logotype, be sure to maintain sufficient contrast.

Avoid complicated backgrounds that compete with the "Whoosh!" logotype or reduce its legibility.

4

• Identity Guidelines • • •

"Whoosh!" is a Parkdon service.
Parkdon S.A.S. - Parc La Fayette - 6, rue Isaac Newton - 25075 Besançon Cedex 3
Phone: +33 (0)3 81 54 56 00 - Fax: +33 (0)3 81 54 49 96 - www.parkedon.com

• Which alternative logos can I use? ...



- Without the baseline
If necessary, the "Whoosh!" logo can be used without the baseline "so easy to park".



- "Whoosh!" Initials
Additional graphic element issued from the applications.



- "Whoosh!" applications icon
Icon for "Whoosh!" applications.

• Identity Guidelines ...

"Whoosh!" is a Parkeon service
Parkeon S.A.S. - Parc La Fayette - 6, rue Isaac Newton - 25075 Besançon Cedex 9
Phone: +33 (0)3 81 54 56 00 - Fax: +33 (0)3 81 54 49 96 - www.parkeon.com

• Which fonts should I use? ...

- Main Content Fonts
Fonts to use for the main content of any Whoosh! presentation material (body copy).

Myriad Pro Light / Italic
AaBbCc1234 - AaBbCc1234

Myriad Pro Regular / Italic
AaBbCc1234 - AaBbCc1234

Myriad Pro Semibold / Italic
AaBbCc1234 - AaBbCc1234

Myriad Pro Bold / Italic
AaBbCc1234 - AaBbCc1234

- Substitute Fonts
Please use Arial (normal - bold - italic - bold italic) for all digital mediums and web use or when Myriad Pro is not available.

• Identity Guidelines ...

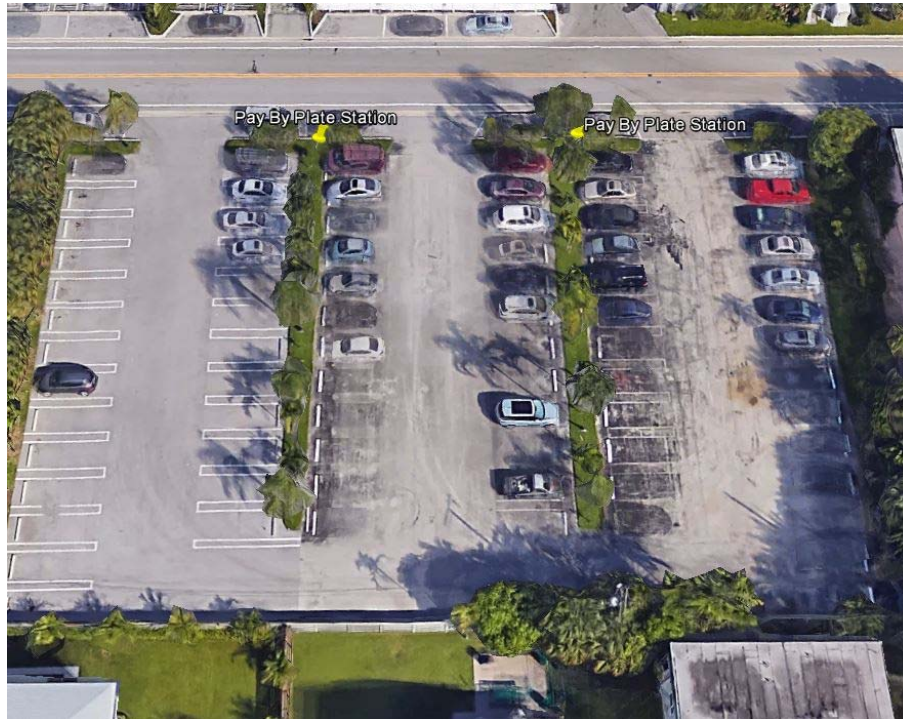
"Whoosh!" is a Parkeon service
Parkeon S.A.S. - Parc La Fayette - 6, rue Isaac Newton - 25075 Besançon Cedex 9
Phone: +33 (0)3 81 54 56 00 - Fax: +33 (0)3 81 54 49 96 - www.parkeon.com

MPA_CONNECTIVITY_AND_SERVICES_AGREEMENT_V1 0.docx
AGREEMENT_TEMPLATE - V06

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PARKEON INC., 40 TWOSOME DRIVE - UNIT 7, MOORESTOWN NJ 08057, USA
PARKEON proprietary and confidential document. PARKEON written consent required prior to release of any part hereof

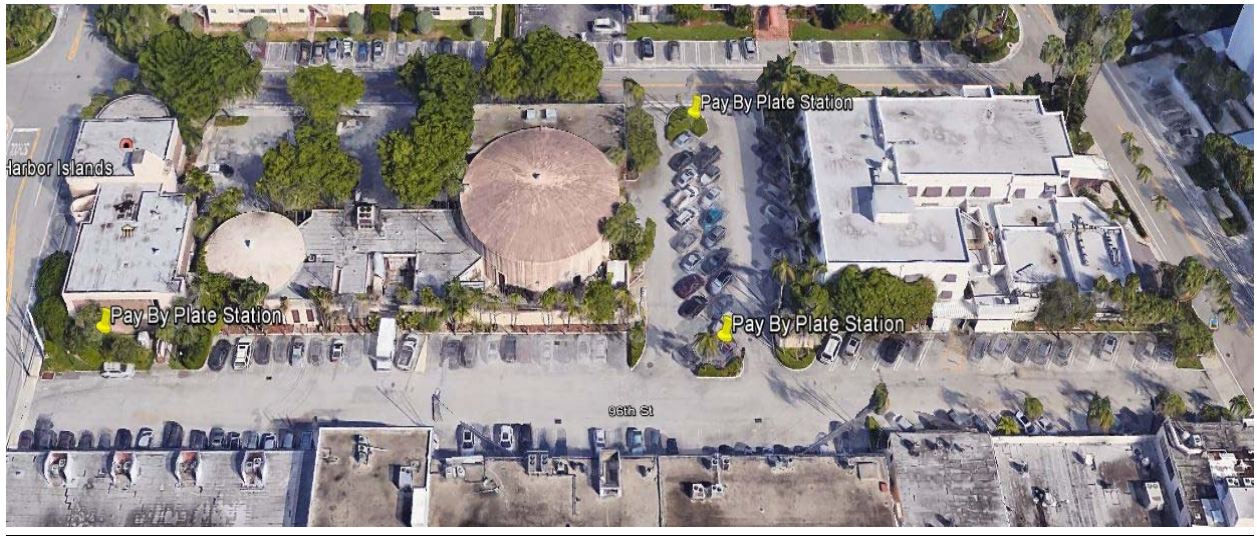
95th Street Municipal Lot (Orange Lot)



97th Street Municipal Lot (Brown Lot)



Block 11- Alley behind Kane Concourse
(Green Lot)



February 28, 2017

Sales Quote - Bay Harbour Business District
Contact : JC Jimenez
StradaPal Rapide TPAL Pay by Plate

(Accepts coin and card)

Includes:

Solar Power Operation w/Autonomous Battery
 7" Color Screen
 Two Year Warranty
 Coin Acceptor/Validator
 Credit/Debit Card Reader
 Modem and Antenna Kit
 Includes 1 coin canister
 Thermal Graphic Printer w/Self Sharpening Receipt Cutting Blade
 1 Roll of Paper
 Personalized Software Including Programming and Testing
 Instructional Graphics and Personalized Rate Plate
 Multi Lingual Button
 Increment and Max Buttons for Credit Card Payments
 Credit Card Software

	QUANTITY	PRICE	TOTAL
StradaPal Rapide Pay by Plate	6	\$5,825	\$34,950
Install by Consolidated Parking	6	\$300	\$1,800
TOTAL	6	\$6,125	\$36,750

Recommended Options

	QUANTITY	PRICE	TOTAL
Coin Selector spares			
TOTAL Recommended Options			

TOTAL Including Options	6		\$36,750
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BOS Management Fees

myParkfolio Back-Office Software Management System

Monthly Fees

6

\$57

Monthly Total

\$342

Includes:

2 way wireless connectivity

Wireless airtime fees

On-line access to hosted secure server

Processing and storage of all transactions, maintenance, alarms, & statistic.

Database space

PCI Level 1 Certified real-time credit card authorization account set-up and management

Secure user rights management

Back Office Options:

Path to Park

Please send questions to:

Scott Fox

Business Development Manager

Parkeon

40 Twosome Drive, suite 7, Moorestown, NJ 08057

Phone: 856-234-8000 x 360

Email sfox@@parkeon.com

Page 2 of 2 pages

Sign and Date

AGENDA ITEM REPORT

March 13, 2017

ITEM NUMBER: 9.

ITEM: Consideration and Approval of Award of contract for Solid Waste and Recycling services to World Waste Recycling. Enclosed find a memorandum from Assistant Manager Jimenez, and supporting documents.

DESCRIPTION:

In 2008, the Town publicly solicited proposals for solid waste and recycling collection services. The contract was awarded to the lowest responsible bidder, World Waste Services, Inc. In 2009, the contract was assigned/acquired by Waste Management, who has been our service provider ever since. The current contract expires at the end of March 31, 2017. The Town currently pays approximately \$65,000 per month for this service.

On January 12, 2017, the Town advertised RFP-174: Collection, Transportation and Disposal of Solid Waste utilizing the Daily Business Review, Demand Star and the Town's website. Service levels are to remain the same solid waste collected 3x per week, recycling collected 2x per week, and bulk trash collected 1x per week.

As of the bid deadline, a total of 3 proposals were submitted from Waste Management, Waste Connection, and World Waste Recycling. A complete breakdown of the bids is attached.

After careful review and evaluation, staff recommends entering into a contract with World Waste Recycling based on the unit prices submitted in the proposal.

The new contract would commence on April 1, 2017 and would be for a period of 5 years with two additional 2-year renewals at the Town's discretion. It should also be noted that the Town's contract has a 6-month probationary period in which the contract may be terminated at the Town's sole discretion.

RECOMMENDED ACTION:

Approval

FINANCIAL ANALYSIS:

The Town currently budgets \$764,168 annually for solid waste and recycling services (Solid Waste Fund). If the Town were to enter into a contract with World Waste Recycling based on their proposed unit prices, the annual cost to the Town should be about \$650,000 (including the daily customers), well under budget.

BUDGET IMPACT:

Submitted By: Juan Jimenez, Assistant Town Manager
 Juan Jimenez, Assistant Town Manager

ATTACHMENTS

1.	Staff Evaluation Memo	Recommendation Memo to the Council.pdf
2.	Staff Scoring Sheets	Staff Evaluation Score Sheets.pdf
3.	Proposed Contract	2017 Town Contract FINAL.pdf



MEMORANDUM

Date: February 27, 2017

Town Council

Jordan W. Leonard
Mayor

Stephanie Bruder
Vice Mayor

Joshua D. Fuller
Council Member

Kelly Reid
Council Member

Isaac Salver
Council Member

Elizabeth Tricoche
Council Member

Robert Yaffe
Council Member

Town Officials

Ronald J. Wasson
Town Manager

Marlene M. Siegel
Town Clerk

Craig B. Sherman
Town Attorney

TO: The Honorable Mayor and
Members of the Town Council

FROM: J.C. Jimenez, Assistant Town Manager

VIA: Ronald J. Wasson, Town Manager

RE: Recommendations for new Solid Waste/Recycling Contract

Background

In 2008, the Town publicly solicited proposals for solid waste and recycling collection services. The contract was awarded to the lowest responsible bidder, World Waste Services, Inc. In 2009, the contract was assigned/acquired by Waste Management, who has been our service provider ever since. The current contract expires at the end of March 31, 2017. The Town currently pays approximately \$65,000 per month for this service.

On January 12, 2017, the Town advertised RFP-174: Collection, Transportation and Disposal of Solid Waste utilizing the Daily Business Review, Demand Star and the Town's website. Service levels are to remain the same solid waste collected 3x per week, recycling collected 2x per week, and bulk trash collected 1x per week.

A mandatory Pre bid meeting, which was attended by four (4) solid waste service providers, was held on January 25, 2017. As a result of this meeting, the potential bidders submitted their requests for information/clarification. The bid deadline was extended from February 13, 2017 to February 21, 2017 to allow staff the time to answer the questions submitted.

Analysis

Staff requested monthly unit prices based on the following counts:

Multifamily District – 2668 Units
Single Family – 290 Units
Commercial 19 Units
11 Daily Accounts (restaurants require daily service)

As of the bid deadline, three proposals were received by the Town. They are as follows:

	Multifamily	Single Family	Commercial
Waste Management	\$42.50 x 2668 units = \$113,390/month	\$42.50 x 290 units = 12,325/month	\$116.00 x 19 units = \$2,204/month
Waste Connections	\$26.87 x 2668 units = \$71,689.16/month	\$39.89 x 290 units = \$11,568.10/month	\$259.80 x 19 units = 4,936.20/month
World Waste Recycling	\$17.28 x 2668 units = \$46,023/month	\$17.25 x 290 units = \$5,002.50/month	\$55.00 x 19 units = \$1,045.00/month

The daily customer prices (customers such as restaurants which are required to be collected 7 days per week) all depend on the type of container they need. Proposed monthly unit prices were submitted based on container size. They are as follows:

Container size	Waste Management	Waste Connections	World Waste Recycling
96 gallon cart	\$268.73/month	\$151.55/month	\$132.00/month
1 yard container	\$573.15/month	\$303.10/month	\$242.48/month
2 yard container	\$1,074.93/month	\$606.20/month	\$484.96/month
4 yard container	\$2,149.86/month	\$1,212.40/Month	\$969.92/month

The Town currently has 11 daily customers.

Evaluation

A staff evaluation meeting was held on Monday, February 27th, 2017 to review and evaluate all of the proposals. Staff members present at this meeting were Town Manager, Ronald J. Wasson, Town Engineer Randy Daniel, Finance Director Alan Short, and Assistant Town Manager J.C. Jimenez. After some discussion, the proposals were ranked in the following order:

1. **World Waste Recycling (WWR)** - The proposal submitted by World was responsive. Staff recognized that the proposal submitted by World was very competitive, however, had some concerns over the fact that World previously assigned/sold the contract with the Town to Waste Management. World Waste Recycling is currently holds the recycling contract with Miami Dade County in which they service 228,000 residences throughout various cities in Miami Dade County including, Sunny Isles Beach, Miami Beach, Miami Gardens, Aventura, Miami Lakes, South Miami, Medley, North Bay Village and El Portal. If the contract is awarded to WWR, the Town would be their only municipal solid waste and recycling contract.

Staff agreed that WWR provided excellent service to the Town when they were the service provider. Staff was very impressed with their overall proposal and with their excellent references which are attached. At the price proposed, the Town will not have to reduce the level of service or raise fees for residents.

2. **Waste Connections, Inc. (WCI)** - The proposal submitted by WCI was responsive. WCI is a large and financially sound company with many clients such as Bal Harbour, Miami Beach, Indian Creek and Hialeah. Staff believes is very qualified to handle this

contract. If the Town were to award the contract to WCI, the solid waste rates would need to be increase.

3. **Waste Management (WM)** - The proposal submitted by WM was responsive. Staff was quite concerned with the proposal submitted by WM considering they are the Town's current service provider. The Town currently pays WM about \$65,000 per month. WM's performance under the current contract has been good overall. WM is the largest Solid Waste company in the Country. At the prices proposed by WM, the solid waste fees to residents would need to be increased.

Recommendation

After carefully reviewing and evaluating all of the proposals, Staff recommends entering into a contract, based on the unit prices submitted in the proposal, with World Waste Recycling for the Town's solid waste and recycling services.

REFERENCES FOR WORLD WASTE RECYCLING, INC. (WWRI)

Miami-Dade County - Paul Mauriello and Jean Marie Massa

Scope of Services: Currently provides residential recycling curbside services for 228,000 residents.

Quality of their work: "World Waste has been a very good company. They are good to work with and complaints are minimal. They are very responsive."

Would you recommend this company? "Yes."

School Board of Broward County - James Bowen

Scope of Services: Currently provides recycling collection and hauling for half the school district, which about 130 schools.

Quality of their work: "They are an excellent contractor. I am extremely satisfied with their service."

Would you recommend this company? "Absolutely."

Miami-Dade County Aviation Dept.

Scope of Services: Currently provides commercial recycling services for Miami International Airport, Opa Locka Executive Airport and Tamiami Executive Airport

Quality of Work: "Great company"

Would you recommend this company? "Yes"

Hialeah Housing Authority

Scope of Services: Currently provides roll off services to all 30 residential buildings in the Hialeah Housing Authority

Quality of Work: "They are the best company I have ever hired. They are simply wonderful"

Would you recommend this company: "Absolutely. If you select World Waste, you will not regret it".

Staff Bid Evaluation
BHI-174 – Collection, Transportation and Disposal of Solid Waste

Rank
3

February 27, 2017

Rank
2

Rank
1

	Waste Management	Waste Connections	World Waste Recycling
Experience (30 pts)	28	27	25
Organizational capacity and ability to perform (20 pts)	20	18	18
Proposed Price (30 pts)	10	20	30
Employee Safety Plan (10 pts)	9	9	8
Overall Responsiveness (10 pts)	10	10	9
TOTAL SCORE (Max 100 pts)	77	84	90

Additional comments:



Evaluator Name and Title

Staff Bid Evaluation
BHI-174 – Collection, Transportation and Disposal of Solid Waste

February 27, 2017

	Waste Management	Waste Connections	World Waste Recycling
Experience (30 pts)	30	30	25
Organizational capacity and ability to perform (20 pts)	20	20	20
Proposed Price (30 pts)	10	20	30
Employee Safety Plan (10 pts)	10	10	10
Overall Responsiveness (10 pts)	10	10	10
TOTAL SCORE (Max 100 pts)	80	90	95

Price

127,919.00

88,193.76

52,070.50

Additional comments:

Alan K. Short, Director of Finance

Evaluator Name and Title

Staff Bid Evaluation
BHI-174 – Collection, Transportation and Disposal of Solid Waste

February 27, 2017

\$127,915

\$88,193

\$52,070

	Waste Management	Waste Connections	World Waste Recycling
Experience (30 pts)	30	30	30
Organizational capacity and ability to perform (20 pts)	20	20	20
Proposed Price (30 pts)	10	20	30
Employee Safety Plan (10 pts)	5	10	10
Overall Responsiveness (10 pts)	9	10	10
TOTAL SCORE (Max 100 pts)	74	90	100

Additional comments:

\$1,534,980

\$1,058,316

\$624,840

\$910,140

(SAVING)

\$433,476

(SAVING)

Ronald Van

Evaluator Name and Title

Town Manager

Recommended: World Waste Recycling

Staff Bid Evaluation
BHI-174 – Collection, Transportation and Disposal of Solid Waste

February 27, 2017

	Waste Management	Waste Connections	World Waste Recycling
Experience (30 pts)	30	30	27
Organizational capacity and ability to perform (20 pts)	20	20	20
Proposed Price (30 pts)	20	25	30
Employee Safety Plan (10 pts)	05	10	10
Overall Responsiveness (10 pts)	10	10	10
TOTAL SCORE (Max 100 pts)	85	95	97

Additional comments:

World Waste Recycling was awarded the last Contract with the Town in 2008. Their service was excellent, but they did sell/Assign the Contract to Waste Management in 2009.

J.C. Jimenez, Assistant Town Manager.

Evaluator Name and Title

SPECIFICATIONS
SOLID WASTE COLLECTION AND DISPOSAL SERVICE

This Agreement entered into between the Town of Bay Harbor Islands, Florida, a municipality existing under the law of the State of Florida, ("TOWN") and _____, ("CONTRACTOR").

WHEREAS, TOWN desires the services and facilities of CONTRACTOR for the collection and disposal of waste/trash/garbage;

WHEREAS, CONTRACTOR desires to provide services and facilities to the TOWN for the collection and disposal of waste/trash/garbage; and

WHEREAS, TOWN and CONTRACTOR have agreed upon the terms and condition pursuant to which the TOWN will contract for the service and facilities of CONTRACTOR, and the scope of the services to be provided by CONTRACTOR.

NOW THEREFORE, TOWN and CONTRACTOR agree as follows:

1. RECITALS: The above recitals are true, correct, and made a part of this Agreement.
2. SERVICES TO BE PROVIDED: CONTRACTOR agrees to provide to the TOWN, the following Solid Waste/Trash/Garbage Collection Services.
 - A. SOLID WASTE: CONTRACTOR shall provide Backyard / Sideyard collection/pick up of residential garbage and solid waste from all residential properties within the municipal boundaries of the TOWN three (3) times a week. The collection/pick up shall be conducted between the hours of 9:00 a.m. and 6:00 p.m., except as otherwise provided in this Agreement. CONTRACTOR shall collect according to the following schedule:

West Island – Tuesday, Thursday and Saturday
East Island – Monday, Wednesday and Friday
Commercial – Monday, Wednesday and Friday
Restaurants – Collected Daily
 - B. TOWN COLLECTIONS: Garbage, solid waste, yard trash, recycling materials, bulk trash, and white goods shall be collected by CONTRACTOR from TOWN facilities at no additional charge to the TOWN three times each week.
 - C. RECYCLING: CONTRACTOR shall provide recycling services to each customer twice per week.

The TOWN shall provide and distribute “milk crate” style recycling containers, of approximately 12 gallons each, to each residential property in the Town. The recyclables collected shall be commingled. Recyclable materials shall consist of but is not limited to: paper (office paper, brown paper bags, newspapers, magazines), glass, flattened cardboard, paperboard, plastic bottles and containers #1-5 & 7, and steel, tin and aluminum cans.

In the event that a customer’s recycling are greater than what the TOWN provided containers allow, the CONTRACTOR shall provide at its sole cost, one set of 95 gallon recycling containers to those customer’s upon the request of the TOWN.

CONTRACTOR shall provide recycling of household alkaline batteries including but not limited to the following sizes; AA, AAA, 9 Volt, C, D. Battery drop off sites will designated by TOWN.

CONTRACTOR shall develop its recycling routes. The CONTRACTOR shall be responsible for counting the number of recycling customers and shall provide to the TOWN a route map with the customer count. This information shall serve as the initial count of customers in the program.

Any new customer which results from construction, occupancy of a residential property which was unoccupied during initial year of the recycling program or expansion of the Town Service Area shall receive one set of recycling containers from the TOWN at the TOWN’S cost and shall be included in the recycling program within 21 days of notice to CONTRACTOR by the TOWN.

The ownership of the containers purchased and distributed by the TOWN shall be, and remain with, the TOWN. Ownership of specialized containers shall remain with the CONTRACTOR.

- D. BULK TRASH COLLECTION: CONTRACTOR will provide bulk service as required by the TOWN, once a week. CONTRACTOR will provide curbside pickup, transportation and disposal service of unlimited bulk trash including white goods. In addition, CONTRACTOR will pick up bulk waste types that include vegetative matter resulting from yard and landscaping maintenance. CONTRACTOR shall provide one (1) twenty (20) yard roll off container for use of the TOWN, with once weekly pick up.
- E. HURRICANE / EMERGENCY PLAN: CONTRACTOR shall provide emergency collection and bulk pick-up collection and disposal services, on an as-needed and requested basis, in response to any emergency or storm. CONTRACTOR agrees to mobilize within twenty-four (24) hours of receiving a request from the TOWN.

- F. QUANTITY OF WASTE GENERATED, QUALITY AND SCOPE: This Agreement shall provide that the tonnage or the amount of waste to be collected, transported and disposed of is unlimited. The CONTRACTOR shall furnish all necessary personnel, materials, equipment, labor and facilities necessary to perform all work as defined in the Agreement. The CONTRACTOR shall be responsible for the professional quality of work performed and completion of work on a daily schedule. The CONTRACTOR shall, without additional compensation, correct or revise any errors, omissions or deficiencies in service.
- G. COMMUNITY OUTREACH / MARKETING PROGRAM: In an effort to educate residents and ensure program success of the TOWN'S solid waste and recycling programs, the TOWN will be publishing a Resident Guide detailing all of the information associated with these programs. At the request of the TOWN, the CONTRACTOR shall partially sponsor the publication of this Guide in an amount not to exceed \$1,000. In the event that the Resident Guide is not published, the CONTRACTOR shall, at CONTRACTOR'S sole cost, publish an annual newsletter, providing customers with information concerning a wide range of solid waste management topics designed to facilitate collection, transportation and disposal of solid waste as well as to produce savings in the performance of CONTRACTOR'S services.

CONTRACTOR shall participate in community events including, but not limit to, the Community Appreciation Picnic and Earth Day Electronics Recycling Event with the TOWN. CONTRACTOR will donate containers for clean up events in addition to participating with the community in their efforts. At the completion of the events, the CONTRACTOR shall transport said container and dispose of all discarded items at an appropriate disposal / recycling center.

- H. HAZARDOUS WASTE: CONTRACTOR shall not be required to pick up or collect any "Hazardous Waste" or "Toxic Substance." "Hazardous Waste" shall mean waste of a character, and in sufficient quantity, to be defined as hazardous waste by the Resource Conservation and Recovery Act, as amended, the law of the State of Florida, or any regulations with respect thereto. "Toxic substance," shall mean any substance defined as toxic in the Toxic Substance Control Act or any regulations with respect thereto; or any reportable quantity of a hazardous substance as defined by the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended, or any regulations with respect thereto, including any waste whose storage, treatment, incineration or disposal requires a special license or permit from some agency of the Federal government under such Act.

In the event that CONTRACTOR encounters any "Hazardous Waste" or "Toxic Substance" during any collection activity or while rendering service to the TOWN, CONTRACTOR shall immediately notify the TOWN and other appropriate

authorities, as dictated by the discovery.

3. METHOD OF COLLECTION:

- A. GARBAGE AND YARD WASTE: Garbage and yard waste which is to be collected by CONTRACTOR shall be collected at the Side yard / Rear yard of the property. CONTRACTOR shall move the solid waste container / 96 gallon cart from the side / rear yard to the street, where it is immediately emptied into the CONTRACTOR'S disposal vehicle. Once the container is emptied, CONTRACTOR shall place the container / 96 gallon cart back in its original location, with the lids closed. If a 96 gallon cart is lost or damaged beyond the normal wear and tear, the contractor shall be responsible for the replacement or repair of the container / cart.
- B. BULK WASTE: CONTRACTOR shall bulk waste collection once a week for the entire TOWN, to include items such as furniture, appliances, vegetation and other materials not suitable for normal loading into packer-type vehicles. The designated day for bulk trash collection shall be agreed upon by the CONTRACTOR and the TOWN.

These special bulk waste collections are not intended to include, and CONTRACTOR shall not be required to collect, Hazardous Waste, large automobile parts, construction debris or other trash resulting from or produced by any construction contractor/builder and which was transported to the residential unit from elsewhere.

All bulk waste shall be placed at curbside by the resident. In addition to the bulk trash collection for bulky items, the residents may arrange with CONTRACTOR for private bulk waste collections through direct contact with CONTRACTOR. The charge by CONTRACTOR for such collection shall be at a rate mutually agreed upon between residents and CONTRACTOR.

4. PERSONNEL AND EQUIPMENT: CONTRACTOR shall provide all necessary vehicles, equipment, personnel, and insurance as more particularly set forth herein.

- A. The TOWN shall have the right to inspect, from time to time during regular business hours, all equipment and facilities being used by CONTRACTOR, the manner in which the service is being provided, and work is being performed by CONTRACTOR.
- B. CONTRACTOR shall use new collection vehicles that are properly painted, with clearly visible signs, and duly inspected and permitted, and otherwise in full compliance with all relevant rules and/or regulations pertaining to such commercial

vehicles. Collection vehicles used by CONTRACTOR in Miami-Dade County shall be acceptable for the purposes of this Agreement.

- C. CONTRACTOR, as to personnel who are engaged in rendering services to the TOWN, shall only employ personnel who are properly and duly licensed to operate the vehicles used to render the services specified in this Agreement. CONTRACTOR, as to personnel who are engaged in rendering services to the TOWN, shall not employ any individual who is a registered sex offender, or who has had a felony conviction within two (2) years of employment, or who is participating in or under any form of parole, supervised release, probation, or other form of supervision or monitoring by any court or criminal justice agency.

CONTRACTOR shall assign a specifically designated crew, which shall remain constant, to render services to the TOWN. Further, CONTRACTOR shall have a designated supervisor/Project Manager on-call at all hours who shall regularly confer with the TOWN regarding the services provided to the Town and the performance of this Agreement. CONTRACTOR shall provide the TOWN with the full name, date of birth, and social security number of each member of the designated crew and the supervisor, the TOWN shall have the right to verify criminal history of each member of the crew and the supervisor assigned to the TOWN.

CONTRACTOR shall provide contact information for the on-call supervisor, where such supervisor may be contacted at all times, and shall update this information with the TOWN on a monthly basis. It is understood that the designation of specific crew and supervisor, and the longevity and stability of the personnel providing service to the TOWN, is a material and critical term of this Agreement, and high degree of turnover of crew members is unacceptable to the TOWN. Thus, the TOWN reserves the absolute right and discretion to terminate this Agreement if, in its sole opinion and discretion, it determines that there is a high degree of turnover of crew members or supervisory personnel, which the TOWN determines, at its sole discretion, is unacceptable to the TOWN.

- D. CONTRACTOR shall provide efficient and courteous service to residents of the TOWN. In the event of a complaint from any TOWN resident, CONTRACTOR shall confer with the TOWN, and provide a proper response to the resident, including proposed remedial action if deemed necessary by the TOWN.
- E. The TOWN agrees to exempt residential collection on New Year's Day, Thanksgiving Day and Christmas Day, or any other day on which disposal facilities are closed to dumping, provided the CONTRACTOR performs the full service on the following day.
- F. In the event that any of CONTRACTOR'S equipment shall fail, suffer a break down,

or otherwise become inoperable, CONTRACTOR shall immediately notify the TOWN and shall immediately substitute such equipment in order to complete the waste collection in accordance with the schedule provided in this Agreement.

5. INDEPENDENT CONTRACTOR: Nothing in this Agreement shall create any kind of employer-employee relationship between the TOWN and CONTRACTOR or any of CONTRACTOR's personnel. It is agreed that CONTRACTOR is an independent contractor, who is providing its own equipment and facilities, and is solely responsible for selecting, directing, and supervising its personnel, as well as complying with all relevant laws, codes, regulations, and rule pertaining to its operation, including employment and labor practice. The parties specifically intend that CONTRACTOR shall be an independent contractor for all purposes. Neither CONTRACTOR, nor any of its employees, agents, or representative, shall, under any circumstances, be considered servants, employees, or agents of the TOWN. The TOWN shall at no time be liable for any bodily or personal injury and/or any property damage to any individual, firm, entity, and/or corporation resulting from any negligence on the part of the CONTRACTOR, its servants, employees, agents, and/or representative.

CONTRACTOR shall be responsible for supplying and maintaining all materials, tools and equipment it determines necessary to perform its services, and for having sufficient equipment and personnel to provided efficient service to the TOWN.

6. COMPLIANCE WITH LAWS: It is understood and agreed that any and all services rendered and all equipment used or furnished to render such services, and any and all personnel employed by CONTRACTOR shall fully comply with any and all Federal, State, County, and Municipal laws, codes, rules, and regulations, of any kind, which is applicable, in any manner, to CONTRACTOR'S services and operations. CONTRACTOR shall fully comply with any and all Federal, State, County, and Municipal laws, codes, rules, and regulations, of any kind, pertaining to employment practices, including, but not limited to wage and hour, occupational hazards, and worker's compensation insurance.
7. ASSUMPTION OF RISK: CONTRACTOR assumes any and all risks of any damage and/or injury to any property and/or persons used, engaged, and/or employed on and/or in connection with the work and/or services provided by CONTRACTOR to the TOWN, and of any and all damage and/or injury to any person and/or property wherever located, resulting from, or in any manner arising out of, and/or in connection with any action and/or omission of CONTRACTOR, its employees, servants, agents, and/or representatives, under this Agreement or in connection with the services rendered or performed under this Agreement. It is specifically agreed and understood that in no event shall the TOWN be liable for any injury, damage, and/or loss (including personal injury) to any person and/or property which in any manner arises out of and/or is caused by any act or omission (whether negligent or intentional) of CONTRACTOR and/or any of its employees, servants, agents, and/or representatives.

8. INDEMNIFICATION AND INSURANCE: The CONTRACTOR shall indemnify and hold harmless the Town, its agents, and employees from and against all claims, damages, losses, and expenses arising out of or resulting from the CONTRACTOR'S performance or non-performance under the agreement, and from all actions of CONTRACTOR'S employees in the course of carrying out any business related to the agreement.

The CONTRACTOR shall maintain during the term of the agreement the following insurance coverage:

- (a) Public Liability insurance on a comprehensive basis not less than one million dollars (\$1,000,000) per occurrence for bodily injury and property damage.
- (b) Automobile Liability Insurance covering all owned, leased, rented or otherwise hired vehicles in amounts not less than one million dollars (\$1,000,000) per occurrence combined single limit for bodily injury and property damage.
- (c) Workers' Compensation Insurance in compliance with Chapter 440, Florida Statutes.

The TOWN shall be named as an additional insured on the insurance policies required under subsections (a) and (b) above. The insurance policies required shall include those classifications as listed in Standard Liability Insurance manuals which most closely reflect performance under this agreement.

Each insurance policy shall state that it cannot be cancelled or modified without written notice to the TOWN at least 30 days prior to the effective date of cancellation or modification.

9. TIME OF PAYMENT: Invoices shall be rendered to the TOWN every month for actual services to be rendered under this Agreement for that monthly period. Invoices shall be due and payable on or before the fifteenth (15th) day of the following month.
10. BREACH OF AGREEMENT: In the event that CONTRACTOR breaches this Agreement by failing to collect waste and/or trash as required by the Agreement, other than for reasons beyond its control or for reasons permitted hereby, the TOWN shall withhold payment of the funds which would otherwise have incurred to the benefit of CONTRACTOR as a direct result of such breach, and should breach not be cured within ten (10) days of written notice by the TOWN to CONTRACTOR, the TOWN may, at its discretion, elect to cancel this Agreement.
11. COMPENSATION FOR SERVICES: As compensation for all of the services provided by the CONTRACTOR under this agreement EXCEPT FOR EMERGENCY COLLECTIONS IN RESPONSE TO A STORM OR OTHER EMERGENCY, the

TOWN agrees to pay CONTRACTOR a total monthly fee of \$_____, consistent with Option 1 of the proposal submitted by the CONTRACTOR attached as **Exhibit 1**.

Compensation for emergency collections shall be in accordance with a fee schedule to be provided by the CONTRACTOR and agreed to by the TOWN at the time such services are provided. CONTRACTOR shall supply detailed, itemized invoices for all emergency collections. CONTRACTOR agrees that if the cost of emergency collections pursuant to such fee schedule should be deemed by FEMA to exceed reasonable cost, the TOWN shall only be liable to the CONTRACTOR for the maximum amount deemed reasonable and reimbursable by FEMA. CONTRACTOR acknowledges that if the fee schedule for emergency collections is based on volume of debris rather than actual measured tipping weight of debris, FEMA will require independent monitors for debris volume. CONTRACTOR agrees to assist the Town in identifying, contacting, and engaging appropriate monitors, independent of the CONTRACTOR, to be compensated by the TOWN. CONTRACTOR acknowledges that if it anticipates providing emergency collections on the basis of volume, it will contact the TOWN and begin discussions of monitoring arrangements within sixty days of the effective date of this contract.

It is understood that the total monthly fee of \$_____ includes \$_____ for daily waste service for the eleven (11) daily customers at the inception of the contract. Any changes in the number of daily customers or volume of waste shall result in a corresponding upward or downward adjustment of the monthly fee in accordance with the Price Schedule per Unit attached to this contract as **Exhibit 2**.

All fees payable to CONTRACTOR under the Agreement, except for that portion of the monthly unit price which is attributable to CONTRACTOR'S tipping fee, shall be subject to annual price adjustments (increase or decrease), which shall be authorized by applying to the contract price, the ratio of change between the previous year and the current index of the Consumer Price Index for ALL ITEMS published by the U.S. Department of Labor, Bureau of Labor Statistics for the month ending sixty (60) days prior to the anniversary date of the Agreement. The parties hereby agree that for the purposes of calculating the exclusion from the CPI increase for tipping fees, the tipping fee is deemed to be fifty-five (55%) percent of the monthly unit price. In the event that tipping fees increase, the CONTRACTOR may request an adjustment to the monthly fee which shall be equal to the per ton increase in tipping fee times an assumed average monthly tonnage. The assumed average monthly tonnage for calculating any adjustment to the monthly fee due to increased tipping fees shall be tons estimated after three months of service. This assumption shall remain in force during the original term of the Agreement and any option periods. Any adjustment in the monthly fee due to increased tipping fees shall be calculated by multiplying the increase in per ton tipping fees by the assumed average monthly tonnage (tons estimated after three months of service). As an example, if tipping fees increase by \$1.50 per ton, the monthly fee would increase by estimated monthly tons times \$1.50 or \$DDD.CC. Any adjustment in the contract price must be supported by documentation of changes in the Consumer Price

Index or tipping fees. To request an increase, the CONTRACTOR shall submit all records and information reasonably requested by the TOWN as would support the requested increase to the Town Manager for review and approval. The CPI adjustment for any year shall not exceed one hundred twenty five (125%) percent of the immediately prior year's CPI adjustment or five (5%) percent, whichever is less. All calculations pursuant to this paragraph shall be subject to confirmation by the TOWN'S Finance Director.

12. PERFORMANCE BOND: To assure the best quality service, the CONTRACTOR agrees to place a performance bond in the amount of \$300,000, which is approximately six months of the monthly contract amount, in a form acceptable to the TOWN Attorney, which performance bond shall be forfeited to the TOWN upon a determination by the TOWN that the CONTRACTOR has failed to perform satisfactory in accordance the terms of this Agreement or otherwise breached this Agreement.
13. INCORPORATION OF THE REQUEST FOR PROPOSALS (RFP): The RFP "Collection, Transportation and Disposal of Solid Waste" date January 2017 is incorporated into this agreement.
14. AMENDMENTS: This Agreement represents the entire understanding between the parties and may not be modified, altered or amended otherwise than in writing signed by all parties hereto.
15. TERM: This Agreement shall be for an initial term of five (5) years commencing on the 1st day of April, 2017, and shall continue in full force and effect through March 31, 2022, with options for the TOWN'S benefit for two (2) additional consecutive terms of two (2) years each under the same terms and conditions. The renewal notice shall be automatic unless the TOWN gives written notice to the CONTRACTOR of non-renewal, no less than 90 days prior to the end of the of the initial five year term or 90 days prior to the end of the first two-year additional term.
16. PROBATIONARY PERIOD: There shall be a six (6) month probationary period commencing on the first day of the month following the inception of services by the CONTRACTOR (i.e. April 1, 2017) during which the TOWN shall have the right, in addition to any and all other rights provided in this Agreement, at its sole discretion, to terminate the services of CONTRACTOR for any reason, without affording the CONTRACTOR any notice, explanation, or opportunity to cure any deficiency in the services provided by the CONTRACTOR.
17. ATTORNEY'S FEES AND COSTS: In the event of any litigation relating to, concerning, or arising out of this Agreement, the prevailing party in any litigation shall be entitled to reasonable Attorney's fees and costs.
18. LAWS OF FLORIDA: This Agreement shall be interpreted and enforced in accordance with

the laws of the State of Florida.

IN WITNESS WHEREOF, the parties have executed this Agreement on the respective dates under each signature.

TOWN:

CONTRACTOR:

TOWN OF BAY HARBOR ISLANDS

_____, INC.

By: _____
TOWN MANAGER

By: _____

ATTEST:

ATTEST:

Town Clerk, Bay Harbor Islands, Florida

Secretary

Date

Date

AGENDA ITEM REPORT

March 13, 2017

ITEM NUMBER: 10.

ITEM: Discussion requested by Council Member Reid regarding a possible Code amendment on noise regulations for emergency back-up generators. Enclosed find a copy of Section 5-19.3 of the Town Code.

DESCRIPTION:

RECOMMENDED ACTION:

Council Discretion

FINANCIAL ANALYSIS:

BUDGET IMPACT:

Submitted By: Alba Chang, Deputy Town Clerk
Kelly Reid, Council Member

ATTACHMENTS

1.	Emergency Power Generators	5-19.3 Emergency Power Generators.pdf
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Emergency power generators (EPG). Emergency power generators may be permitted, subject to the following restrictions:

- (a) Prior to installation, a property owner shall obtain a building permit from the town for the installation of a permanent unit. The town shall review all such permit applications to ensure such installations minimize the visual and acoustic impacts on adjacent properties.
- (b) Special attention shall be paid to the placement of the generator, the use of sound attenuating materials and the reasonable containment of sounds and exhausts that will be created by the operation of any EPG. A permanent EPG must be placed only in a side or rear yard area with a minimum setback of five feet from the property line. Notwithstanding the above yard and setback provisions, the town may approve alternative yard locations such as front or street side yard areas if the EPG is properly screened. The EPG must be placed as close to the main building as possible allowing for service to the EPG. A temporary EPG shall be located on the property to minimize visual, noise, vibration and exhaust impacts on adjacent properties.
- (c) The EPG maintenance cycle run shall be permitted a maximum of once per week between the hours of 10:00 a.m. and 5:00 p.m., Monday through Friday only, and shall continue for no more than the manufacturer's recommended duration, but not to exceed 30 minutes per cycle.
- (d) Permanent and temporary EPG may only be operated for nonmaintenance purposes when the town and/or county declare a state of emergency, or whenever there is a power outage. EPG shall not be used as a substitute for normal electrical power.
- (e) All permanent EPG shall be screened from view from adjoining properties and any street by the use of a wall, fence, a combination thereof, as well as supplemental landscaping.
- (f) EPG shall be deemed to emit an excessive and unusually loud noise when the sound pressure level measured at the property line or boundary nearest the unit exceeds the limits listed in chapter 12, article II entitled Noises.

(Ord. No. 662, § 1, 5-8-00; Ord. No. 783, § 1(Exh. A), 11-14-05; Ord. No. 789, § 1(Exh. A), 2-13-06; Ord. No. 850, § 1, 9-8-08)

AGENDA ITEM REPORT

March 13, 2017

ITEM NUMBER: 11.

ITEM: Discussion requested by Council Member Yaffe regarding the regulations of parking requirements for existing building uses. Enclosed find a copy of Section 23-5 Use regulations and 23-24 Commercial Parking Requirements of the Town Code.

DESCRIPTION:

RECOMMENDED ACTION:

Council Discretion

FINANCIAL ANALYSIS:

BUDGET IMPACT:

Submitted By: Alba Chang, Deputy Town Clerk
Robert Yaffe, Council Member

ATTACHMENTS

1.	Use Regulations	Sec. 23 5. Use regulations B 1 Business district.pdf
2.	Parking regulations	Sec. 23 24 commerical parkng requirements.pdf

Sec. 23-5. - Use regulations, B-1 Business district.

Intent. The purpose of the district is to provide appropriate land development regulations for the business/mixed-use properties on the eastern island of the town. The lots about the Kane Concourse, the main roadway within the town. This area is the most urban in form with higher intensity development, narrow setbacks, on-street and/or garage parking facilities. The district regulations provide guidelines to encourage desired land uses such as restaurants and retail shops at street grade with other uses, including residential uses, above or behind the Kane Concourse frontage uses.

Permitted uses. In the B-1 business district, no building or land shall be used and no building shall hereafter be erected, constructed, reconstructed, or structurally altered which is designed, arranged, or intended to be used or occupied for any purpose, excepting for one or more of the following uses:

- (1) Multiple-family dwellings including condominiums, rental apartments, townhouses, lofts and similar dwelling units, provided the residential uses are part of a mixed-use development. No residential dwelling units may be located at ground level adjoining Kane Concourse; provided however, a lobby access is permitted. Single-family detached and two-family (duplex) dwellings are not permitted. Live/work dwelling units may be permitted if approved by the town council.
- (2) Business and profession office uses: Banks, savings and loan associations, business and professional offices, medical offices and clinics, stock and commodity broker, employment agency and similar uses.
- (3) Retail uses: Clothing and wearing apparel, neighborhood grocery stores, liquor and wine sales, tobacco sales, stationary, shoe sales and repairs, luggage and leather goods, sporting goods, electronic and music sales and service, telephones and communication goods, computers sales and service, optical and eye glasses, office supplies, florists, drug and sundries.
- (4) Personal service uses: Barber shop, beauty shop, skin care, day spas, dog grooming salon, nail salons, wigs and hair, fitness, exercise, weight loss, yoga, meditation center.
- (5) Miscellaneous uses: Antique display and sales, jewelry sales and repairs, furniture sales, confectionary and ice cream store, bakery and pastries, art galleries and studios, auction house, post office, theater, hardware store.
- (6) Restaurant uses: Sit-down restaurants including indoor, outdoor and sidewalk cafes; coffee shops, sandwich shops, except that no fast-food shall be permitted unless approved by the town council. A fast-food restaurant is defined as an establishment whose principal business is the sale of pre-prepared or rapidly prepared food directly to the customer in a ready-to-consume state for consumption either within the restaurant building, in cars on the premises, or off the premises.
- (7) Notwithstanding the foregoing, 100 percent of the ground floor space of any newly developed building or land facing Kane Concourse shall be used for the purposes set forth above excluding business and professional offices, including but not limited to physicians, attorneys, real estate offices, medical offices and clinics and stock and commodity broker offices. As used in this subsection, "newly developed" shall mean buildings constructed on vacant land or demolition of any existing building and subsequent construction of a new building. For existing buildings, at least 75 percent of the ground floor space facing Kane Concourse shall be used for the purposes set forth above excluding the above referenced office uses. For existing buildings with two or fewer ground floor uses, at least 50 percent of the ground floor space shall be used for the purposes set forth above excluding the above referenced office uses. If an existing nonconforming use vacates a ground floor space for more than 180 days, any future use shall conform to the use provisions herein.
- (8) Religious institutions provided any such use is located on the second floor or higher floors of buildings.
- (8.1) No land or structure shall be utilized as a religious institution without a public hearing before the town council. An institution facility shall be defined as churches and ecclesiastical or

denominational or established physical places for worship at which non-profit religious services and activities are regularly conducted and carried on. All incidental and ancillary uses shall be delineated on the zoning application and shall constitute a restriction on the uses permitted on the property. All subsequent ancillary and incidental uses shall require a separate application which shall be subject to approval by the town council.

- (a) *Application.* The applicant shall submit an application for zoning approval on a form approved by the town manager. The application shall include a detailed site plan which shall include the elevation of the structure from all sides of the structure, a floor plan, a landscape plan, a parking plan (which may include a cross parking agreement or other mitigating factors which will address the parking requirements of the zoning code) and other documentation which the applicant believes will support its application. The application shall require a filing fee in the amount of \$1,500.00, made payable to the town. In addition, the applicant shall furnish to the town manager, within 20 days of filing the application, a certified list of property owners within 500 feet of the application property.
- (b) *Public hearing.* The town council shall conduct a public hearing(s) in accordance with F.S. ch. 163. No public hearing shall be conducted by the town council unless and until all pending code violations have been corrected and all outstanding fines paid in full.
- (c) *Burden of proof.* At the duly advertised public hearing, the applicant has the affirmative duty to satisfy all of the requirements:
 - 1. That the use will not unduly burden public facilities including, but not limited to traffic, off-street parking, water and sewer, police and fire; and
 - 2. That the use will not significantly result in a diminution of the value of the property in the immediate vicinity; and
 - 3. That the use will not result in a materially greater adverse impact on public services and facilities than the impact that would result from development of the same parcel pursuant to the underlying district regulations; and
 - 4. The applicant shall demonstrate compliance with other provisions of the zoning code, including, but not limited to section 23-24 of the Code. If the applicant is unable to meet one or more of the provisions of the Code, they may be permitted to waive such provision(s) based upon competent and substantial evidence that demonstrates that such provision(s) is/are unnecessary or unwarranted and no new adverse impacts will result from this waiver. In its deliberations, the town council shall consider special circumstances, which may be attributable to the applicant based upon its religious practices.
- (d) *Restrictive covenant.* At least ten days prior to the public hearing, the applicant may submit a declaration of restrictive covenants which shall be executed by the owner and tenant which shall, if applicable;
 - 1. Restrict the use to the submitted site;
 - 2. Contain restrictions on the hours of operation or other special attributes of the religious facility;
 - 3. A statement that the applicant has satisfied all outstanding code violations and fines;
 - 4. Other restrictions mutually agreed upon by the applicant and town manager.The restrictive covenant shall be approved by the town attorney for form and legal sufficiency.
- (e) *Change of ownership or tenancy.* The property owner shall have the affirmative duty and obligation to notify the town manager, in writing, of any change of ownership or tenancy of property utilized as a religious institution. Said written notification shall occur within 30 days of the change. Failure to timely notify the town manager of the change of ownership and/or

tenancy can result in the termination of the authorization of the religious facility to conduct its services, following a duly advertised public hearing.

- (9) Private clubs, but only upon specific approval at a public hearing and permit from the town council. The applicant shall demonstrate compliance with subsection (8.1)(c)1., 2. and 3. herein.
- (10) Hotels and customary accessory uses, including but not limited to, restaurants, bars, swimming pools, spas and other recreational facilities, and meeting facilities. This shall include the ability of a private school to operate a facility as part of hospitality education, provided the school is open to the general public.
- (11) Duly licensed home occupations are permitted subject to the requirements of the Town Code for those uses.
- (12) Convention organization services; community centers; show and film direction or production; import/export services; interior design; internet sales and service; municipal offices, parking facilities and related functions; parking of motor vehicles as accessory uses; valet parking services if approved by the town council.
- (13) Dry cleaning pick-up and delivery, provided no on-site dry cleaning occurs; tailors, clothing alterations.
- (14) Other similar uses as may be permitted by the town council, provided that such uses are compatible with and do not adversely affect the character of the district.
- (15) Activities occurring on the rooftop of the building shall be subject to the following restrictions:
 - (a) Uses and facilities shall be limited to recreational facilities for the building tenants, such as jogging/walking paths, swimming pool and/or spa, sun decks, seating areas, food preparation and/or serving areas (barbecue grill/sink/storage) and similar facilities.
 - (b) Passive recreational activities, such as jogging, walking, conversation, eating, meditation, and similar passive recreational activities shall be permitted, provided no such rooftop activities shall occur prior to 8:00 a.m. or after 11:00 p.m. from Sunday through Thursday, and prior to 8:00 a.m. or after 12:00 a.m. (midnight) on Friday and Saturday.
 - (c) No commercial business activities shall operate on the building rooftop, unless specifically approved by the town council at an advertised public meeting. A commercial business is defined as one holding a valid town business tax receipt (formerly known as occupational license) or certificate of use.
 - (d) All electrical loudspeakers, amplifiers or musical instruments shall limit sound emission for background music or entertainment purposes, regardless of whether it is "live" or recorded. Such sound emissions shall not exceed 70 decibels at any time at its source, in accordance with the town's noise ordinance (article II of chapter 12).
 - (e) Certain limited events and/or functions such as charity events, fundraising receptions, cocktail parties and the like may be permitted for the building owner or tenants, their guests and invitees, if approved in writing by the town manager, prior to the event and/or function occurring. All such requests shall be submitted to the town manager's office, on a form provided by the town, at least 24 hours in advance of the event/function, except that the town manager may approve, but is not required to approve, an event/function on short-term notice based on special circumstances. At a minimum, the application form information shall include:
 - 1. The name, address, telephone number and e-mail address of the tenant/sponsor;
 - 2. The name, address, telephone number, e-mail address and signature of the building/property owner and any designated property manager;
 - 3. The estimated number of persons attending;
 - 4. A description of the purpose of the event/function;

5. The hours of the event/function;
 6. A description of any planned beverage/food or entertainment; and
 7. An off-street parking plan to accommodate the attendees (if required).
- (f) All events and/or functions must be sponsored or hosted by the building owner or a building tenant, with the building owner's written consent. The building owner shall sign the town's request form or submit a separate written consent letter to the town with the request. No such limited rooftop event/function activities shall occur prior to 9:00 a.m. or after 11:00 p.m. on Sunday through Thursday and prior to 6:00 p.m. or after 12:00 a.m. (midnight) on Friday or Saturday.
 - (g) No bright lights, globes, strobes or flashing lights shall be permitted.
 - (h) The town reserves the right to order that any activities causing a nuisance be altered immediately to comply with Town Code provisions, or to close any activity immediately that is deemed to be in violation of this criteria that negatively affects properties both within the town and within adjoining communities.
 - (i) Should these land development regulations conflict with any previously approved limitations for rooftop uses, the provisions set forth herein shall take precedence.

Prohibited uses. In the B-1 business district, no building or land shall be used and no building shall hereafter be erected, constructed, reconstructed, or structurally altered which is designed, arranged, or intended to be used or occupied for any of the following uses: Thrift shops or stores selling secondhand merchandise; pawn stores, gas stations; tattoo parlors or body piercing; check cashing stores; psychic or fortune tellers; flea markets; adult entertainment establishments; shops or stores selling dogs and cats; any use not specifically listed, unless permitted by the town council. Notwithstanding the above, bona fide antique or vintage stores selling clothing, accessories, jewelry and furnishings may be permitted by the town council so long as such stores are compatible with and do not adversely affect the character of the district. Antique and vintage sale items, as opposed to thrift or secondhand stores, are characterized as items from earlier periods of time. By way of example (in 2011), vintage items are typically from the time period prior to 1980 and antique items are typically from the time period prior to 1920 having some intrinsic value.

(Ord. No. 108, § 5, 6-10-57; Ord. No. 125, § 1, 1-12-59; Ord. No. 287, § 1, 1-13-75; Ord. No. 699, § 1, 3-11-02; Ord. No. 747, § 3, 8-16-04; Ord. No. 794, § 1, 4-10-06; Ord. No. 7997, § 1(Exh. A), 7-10-06; Ord. No. 893, § 1(Exh. A), 11-9-09; Ord. No. 915, § 1(Exh. A), 8-8-2011; Ord. No. 931, § 1(Exh. A), 3-12-2012; Ord. No. 963, § 1(Exh. A), 4-7-14)

Sec. 23-24. - Commercial parking approval required; enclosing commercial parking lots; parking of vehicles on certain unimproved lots; prohibition of parking spaces and parking structures on private property on the ground level within 60 feet of the pedestrian right-of-way of Kane Concourse and prohibiting visibility and access from Kane Concourse; number of parking spaces required generally.

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(c) The number of parking spaces to be provided in particular instances is as follows:

(1)	Single-family dwelling	Two spaces
(2)	Two-family dwellings	Two spaces for each dwelling unit
(3)	Multiple-family dwellings, including townhouses	A minimum of two parking spaces shall be required on the building plot for each dwelling unit within a multiple-family development, except as provided for otherwise in this article. In addition, guest parking spaces shall be provided for multiple-family developments in accordance with the following:
		1) At least one guest parking space shall be required for each whole platted lot.
		2) Within the RM-3 zoned tracts guest parking spaces shall be provided at a rate of 5% of the total number of required parking spaces.
		3) Guest parking spaces may be counted as a subset of the total number of required parking spaces within a development site.
		4) No guest parking spaces are required for townhouse developments that have the front of the dwelling unit facing directly on a public roadway with access to a garage. In this instance the individual dwelling unit driveway connecting the public road to the garage shall serve for guests. For townhouse developments with garages or parking facilities that are interior to the site, additional guest parking spaces are required at a rate of one parking space per platted lot.
		5) Through the Town's site development plan process the Town may allow dimensional variations of landscape strips to provide such guest parking spaces or for drop-off areas at building entrances. In no event shall the minimum percentage of green open space be reduced.
		6) All required guest parking spaces shall be placed within the

		development site. Guest parking spaces shall not be located on remote public or private parking lots/garages without prior approval of the Town Council.
		7) All required guest parking spaces shall be located in the front yard areas of a site, unless otherwise approved by the Planning and Zoning Board. Guest parking spaces may be co-designated as temporary delivery/loading areas. At least one guest parking space shall be so co-designated. All guest parking spaces/drop-off areas shall be noted by the use of signage/pavement markings.
		8) Notwithstanding the above, no guest parking spaces are required for a single-lot development site that is built without using TDR units. If any TDR units are requested guest parking spaces shall be required.
(4)	Hotels	One space for each of the first 20 individual guest rooms. One added space for each two guest rooms, or fraction thereof, in excess of 20.
(5)	Places of assembly, restaurants, public dining rooms, bars, private clubs, cocktail lounges	One parking space for each 35 square feet of customer service area plus one space for each two lineal feet of bar frontage. The above shall not be intended to include food and drink preparation areas or storage areas.
(6)	Buildings used for office, retail, commercial, professional and business uses	One space for each 300 square feet of net floor area.
(7)	Buildings for private banking operations	A minimum of one space for each 475 square feet of net floor area or fraction thereof.
(8)	Religious institutions	One space for every four fixed seats, or one space for every six feet of bench seats, or one space per 60 square feet of net floor area for seating.
(9)	Public schools	The town adopts the minimum off-street parking requirements listed in F.S. chapter 423.10.2.8 as of July 1, 2005, and/or as modified as listed hereinafter: Faculty and staff—One parking space for each member of the faculty and staff (including administration, teachers and support staff); Visitors—One parking space for each 50 students; Community Clinic—Ten

		parking spaces, including at least one accessible space; High Schools— One space for every ten students in grades 11 and 12.
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- (e) ~~Restaurants which are open for business only between the hours of 6:00 p.m. and 2:00 a.m. are exempt from the parking space requirements set forth above, and no parking spaces are required. This exemption only refers to restaurants and only refers to permits for doing business and not to permits for the erection, construction, reconstruction, structural alteration or addition to any buildings which latter permits are not affected by this exemption. Town licenses for restaurants which are open for business only between the hours of 6:00 p.m. and 2:00 a.m. shall specify on their faces that the license is restricted to the hours between 6:00 p.m. and 2:00 a.m., and if the restaurant is open for business before or after such hours, the license is void. This restricted license granted for restaurants which are open for business only between the hours of 6:00 p.m. and 2:00 a.m. cannot be used before or after such hours, even if the restaurant reduces its full seating capacity in order to meet parking ordinance requirements during other hours. If all parking ordinance requirements are met for the full seating capacity of the restaurant for all hours, a new unrestricted license must be obtained. Notwithstanding the foregoing, an unrestricted license granted for restaurants which are open for business before 6:00 p.m., or which are operating pursuant to the terms of a previously granted variance from the parking space requirements set forth above, is not invalidated as a result of an expansion of the restaurant which results in additional seating capacity, provided the restaurant reduces its full seating capacity in order to meet parking ordinance requirements or requirements of a variance during hours prior to 6:00 p.m.~~
- (f) Notwithstanding the above, existing buildings in the ~~BAA B-1~~ business district shall be exempt from the parking requirements of subsection (c)(4) through (8). ~~for ground-level retail sales establishment use as of the effective date of this ordinance, March 8, 2004.~~

AGENDA ITEM REPORT

March 13, 2017

ITEM NUMBER: 12.

ITEM: Discussion requested by Vice Mayor Bruder to establish a provision in the Town Code to require vacant waterfront properties to secure access to the waterways.

DESCRIPTION:

RECOMMENDED ACTION:

Council Discretion

FINANCIAL ANALYSIS:

BUDGET IMPACT:

Submitted By: Alba Chang, Deputy Town Clerk
 Stephanie Bruder, Vice Mayor

ATTACHMENTS