

CITY OF SPOKANE



NOTICE

REGARDING CITY COUNCIL MEETINGS

Notice is hereby given that, pursuant to Governor Jay Inslee's **Revised** Proclamation **20-25.14**, dated **July 1, 2021**, all public meetings subject to the Open Public Meetings Act, Chapter 42.30 RCW, are to be held remotely and that the in-person attendance requirement in RCW 42.30.030 has been suspended until termination of the state of emergency pursuant to RCW 43.06.210, or until rescinded, whichever occurs first. Proclamations 20-28, et seq, were amended by the Washington State Legislature to recognize the extension of statutory waivers and suspensions therein until termination of the state of emergency pursuant to RCW 43.06.210 or until rescinded.

While all public meetings must continue to be held remotely, an option for an additional in-person meeting component is permitted in Phase 3 regions consistent with the business meetings requirements contained in the Miscellaneous Venues guidance incorporated into Proclamation 20-25, et seq. At this time, the City Council has decided to continue its meetings with remote access only and to not include an in-person attendance component.

Temporarily and until further notice, the public's ability to attend City Council meetings is by remote access only. In-person attendance is not permitted at this time. The public is encouraged to tune in to the meeting as noted below.

Public comment will be taken virtually on legislative items during the 6:00 p.m. Legislative Session on **August 2, 2021**.

The regularly scheduled Spokane City Council 3:30 p.m. Briefing Session and 6:00 p.m. Legislative Session will be held virtually and streamed live online and airing on City Cable 5. Some members of the City Council and City staff will be attending virtually. The public is encouraged to tune in to the meeting live on Channel 5, at <https://my.spokanecity.org/citycable5/live>, or by calling **1-408-418-9388** and entering the access code **146 396 3105** for the 3:30 p.m. Briefing Session or **187 885 5141** for the 6:00 p.m. Legislative Session when prompted; meeting password is **0320**.

To participate in virtual public comment:

Sign up to give testimony at <https://forms.gle/RtciKb2tju6322BB7>. You must sign up in order to be called on to testify. The form will be **open at 5:00 p.m. on Monday, August 2, 2021, and will close at 6:00 p.m.** At 6:00 p.m., you will call in to the meeting using the information above. When it is your turn to testify, Council President will call your name and direct you to hit *3 on your phone to ask to be unmuted. The system will alert you when you have been unmuted and you can begin giving your testimony. When you are done, you will need to hit *3 again.

To participate in Open Forum:

Open Forum will take place at the end of the City Council Legislative Session unless the meeting lasts past 9:30 p.m., which may be extended by motion. Each speaker is limited to no more than three minutes. In order to participate in Open Forum, you must sign up here: <https://forms.gle/WtfGZ3HqQuXCipcX9>. The form will **open at 5:00 p.m. on Monday, August 2, and will close at 6:00 p.m.** Instructions for participating are available on the form. The Open Forum is a limited public forum; all matters discussed in the open forum shall relate to the affairs of the City and items of interest not relating to the Current or Advance Agendas, pending hearing items, or initiatives or referenda in a pending election. Individuals speaking during the open forum shall address their comments to the Council President and shall not use profanity, engage in obscene speech, or make personal comment or verbal insults about any individual.

**CITY COUNCIL MEETINGS
RULES – PUBLIC DECORUM**

Strict adherence to the following rules of decorum by the public will be observed and adhered to during City Council meetings, including open forum, public comment period on legislative items, and Council deliberations:

- 1. No Clapping!**
- 2. No Cheering!**
- 3. No Booing!**
- 4. No public outbursts!**
- 5. Three-minute time limit for comments made during open forum and public testimony on legislative items!**

In addition, please silence your cell phones when entering the Council Chambers!

Further, keep the following City Council Rules in mind:

Rule 2.2 OPEN FORUM

- A. At each meeting, after the conclusion of the legislative agenda, the Council shall hold an open public comment period until 9:30 pm, which may be extended by motion.
- B. At the beginning of the open forum session, staff will collect the sign-up sheet(s) and deliver them to the Chair. The order of the speakers and the appropriate time limits for the speakers will be determined at the discretion of the Chair. Each speaker shall be limited to no more than three minutes.
- C. No action, other than a statement of Councilmembers' intent to address the matter in the future, points of order, or points of information will be taken by Council members during an open forum.
- D. The open forum is a limited public forum; all matters discussed in the open forum shall relate to the affairs of the City and items not currently included on that week's current agenda or the next week's advance Council agendas. No person shall be permitted to speak in open forum regarding items on the current or advance agendas, pending hearing items, or initiatives or referenda in a pending election. Individuals speaking during the open forum shall address their comments to the Council President and shall not use profanity, engage in obscene speech, or make personal comment or verbal insults about any individual.

Rule 2.7 SERVICE ANIMALS AT CITY COUNCIL MEETINGS

- A. For purposes of these Rules, only dogs that are individually trained to do work or perform tasks for a person with a disability are recognized as service animals. Dogs or other animals whose sole function is to provide comfort or emotional support do not qualify as service animals under these Rules. Service animals are permitted to accompany people with disabilities in City Council meetings, as well as all areas where members of the public are allowed to go.
- B. Service animals must, at all times while present in a City Council meeting, be harnessed, leashed, or tethered, unless these devices interfere with the service animal's work or the individual's disability prevents using these devices, in which case, the individual must maintain control of the animal through voice, signal, or other effective controls.

Rule 2.15 PARTICIPATION OF MEMBERS OF THE PUBLIC IN COUNCIL MEETINGS

- A. Members of the public may address the Council regarding the following items on the Council's legislative agenda: first and final readings of regular and special budget ordinances, emergency ordinances, special consideration items, hearing items, and other items before the City Council requiring Council action, except those that are adjudicatory or solely administrative in nature. This rule shall not limit the public's right to speak during the open forum.
- B. No member of the public may speak without first being recognized for that purpose by the Chair. Except for named parties to an adjudicative hearing, a person may be required to sign a sign-up sheet and provide their city of residence as a condition of recognition. Council members must be recognized by the Chair for the purpose of obtaining the floor.
- C. Each person speaking in a public Council meeting shall verbally identify themselves by name, city of residence, and, if appropriate, representative capacity.
- D. Each speaker shall follow all written and verbal instructions so that verbal remarks are electronically recorded, and documents submitted for the record are identified and marked by the Clerk.
- E. In order that evidence and expressions of opinion be included in the record and that decorum befitting a deliberative process be maintained, no modes of expression not provided by these rules, including but not limited to demonstrations, banners, signs, applause, profanity, vulgar language, or personal insults will be permitted.
- F. A speaker asserting a statement of fact may be asked to document and identify the sources of the factual datum being asserted.

- G. When addressing the Council, members of the public shall direct all remarks to the Council President, shall refrain from remarks directed personally to any Council Member, and shall confine remarks to the matters that are specifically before the Council at that time.
- H. When any person, including members of the public, City staff, and others, are addressing the Council, Council members shall observe the same decorum and process, as the rules require among the members *inter se*. That is, a Council member shall not engage the person addressing the Council in colloquy but shall speak only when granted the floor by the Council President. All persons and/or Council members shall not interrupt one another. The duty of mutual respect set forth in Rule 1.2 and the rules governing debate set forth in *Robert's Rules of Order, newly revised*, shall extend to all speakers before the City Council. The City Council's Policy Director and/or City Attorney shall, with the assistance of Council staff, assist the Council President to ensure that all individuals desiring to speak shall be identified, appropriately recognized, and provided the opportunity to speak.

Rule 2.16 PUBLIC TESTIMONY REGARDING LEGISLATIVE AGENDA ITEMS – TIME LIMITS

- A. The City Council shall take public testimony on all matters included on its legislative agenda as described at Rule 2.16(A), with those exceptions stated in Rule 2.17(B). Public testimony shall be limited to the final Council action, except that public testimony shall be allowed at the first reading of ordinances. Public testimony shall be limited to three (3) minutes per speaker, unless, at their discretion, the Chair determines that, because of the number of speakers signed up to testify, less time will be needed for each speaker in order to accommodate all speakers. The Chair may allow additional time if the speaker is asked to respond to questions from the Council.
- B. No public testimony shall be taken on items on the Council's consent agenda, amendments to legislative agenda items, or solely procedural, parliamentary, or administrative matters of the Council, including amendments to these Rules.
- C. For legislative or hearing items that may affect an identifiable individual, association, or group, the following procedure may be implemented at the discretion of the Council President:
 - 1. Following an assessment by the Chair of factors such as complexity of the issue(s), the apparent number of people indicating a desire to testify, representation by designated spokespersons, etc., the Chair shall, in the absence of objection by the majority of the Council present, impose the following procedural time limitations for taking public testimony regarding legislative matters:
 - a. There shall be up to fifteen (15) minutes for staff, board, or commission presentation of background information, if any.
 - b. The designated representative of the proponents of the issue shall speak first and may include within their presentation the testimony of expert witnesses, visual displays, and any other reasonable methods of presenting the case. Up to thirty (30) minutes may be granted for the proponent's presentation. If there be more than one designated representative, they shall allocate the allotted time between or among themselves.
 - c. Following the presentation of the proponents of the issue, three (3) minutes shall be granted for any other person not associated with the designated representative of the proponents who wishes to speak on behalf of the proponent's position.
 - d. The designated representative, if any, of the opponents of the issue shall speak following the presentation of the testimony of expert witnesses, visual displays, and any other reasonable methods of presenting the case. The designated representative(s) of the opponents shall have the same amount of time which was allotted to the proponents.
 - e. Following the presentation by the opponents of the issue, three (3) minutes shall be granted for any other person not associated with the designated representative of the opponents who wishes to speak on behalf of the opponents' position.
 - f. Up to ten (10) minutes of rebuttal time may be granted to the designated representative for each side, the proponents speaking first, the opponents speaking second.
 - 2. In the event the party or parties representing one side of an issue has a designated representative and the other side does not, the Chair shall publicly ask the unrepresented side if they wish to designate one or more persons to utilize the time allotted for the designated representative. If no such designation is made, each person wishing to speak on behalf of the unrepresented side shall be granted three (3) minutes to present their position, and no additional compensating time shall be allowed due to the fact that the side has no designated representative.
 - 3. In the event there appears to be more than two groups wishing to advocate their distinct positions on a specific issue, the Chair may grant the same procedural and time allowances to each group or groups, as stated previously.
- D. The time taken for staff or Council member questions and responses thereto shall be in addition to the time allotted for any individual or designated representative's testimony.

THE CITY OF SPOKANE



ADVANCE COUNCIL AGENDA

MEETING OF MONDAY, AUGUST 2, 2021

MISSION STATEMENT

**TO DELIVER EFFICIENT AND EFFECTIVE SERVICES
THAT FACILITATE ECONOMIC OPPORTUNITY
AND ENHANCE QUALITY OF LIFE.**

MAYOR NADINE WOODWARD

COUNCIL PRESIDENT BREEAN BEGGS

COUNCIL MEMBER KATE BURKE

COUNCIL MEMBER LORI KINNEAR

COUNCIL MEMBER KAREN STRATTON

COUNCIL MEMBER MICHAEL CATHCART

COUNCIL MEMBER CANDACE MUMM

COUNCIL MEMBER BETSY WILKERSON

**CITY COUNCIL CHAMBERS
CITY HALL**

**808 W. SPOKANE FALLS BLVD.
SPOKANE, WA 99201**

LAND ACKNOWLEDGEMENT

We acknowledge that we are on the unceded land of the Spokane people. And that these lands were once the major trading center for the Spokanes as they shared this place and welcomed other area tribes through their relations, history, trade, and ceremony. We also want to acknowledge that the land holds the spirit of the place, through its knowledge, culture, and all the original peoples Since Time Immemorial.

As we take a moment to consider the impacts of colonization may we also acknowledge the strengths and resiliency of the Spokanes and their relatives. As we work together making decisions that benefit all, may we do so as one heart, one mind, and one spirit.

We are grateful to be on the shared lands of the Spokane people and ask for the support of their ancestors and all relations. We ask that you recognize these injustices that forever changed the lives of the Spokane people and all their relatives.

We agree to work together to stop all acts of continued injustices towards Native Americans and all our relatives. It is time for reconciliation. We must act upon the truths and take actions that will create restorative justice for all people.

Adopted by Spokane City Council on the 22nd day of March, 2021
via Resolution 2021-0019

CITY COUNCIL BRIEFING SESSION

Council will adopt the Administrative Session Consent Agenda after they have had appropriate discussion. Items may be moved to the 6:00 p.m. Legislative Session for formal consideration by the Council at the request of any Council Member.

SPOKANE CITY COUNCIL BRIEFING SESSIONS (BEGINNING AT 3:30 P.M. EACH MONDAY) AND LEGISLATIVE SESSIONS (BEGINNING AT 6:00 P.M. EACH MONDAY) ARE BROADCAST LIVE ON CITY CABLE CHANNEL FIVE AND STREAMED LIVE ON THE CHANNEL FIVE WEBSITE. THE SESSIONS ARE REPLAYED ON CHANNEL FIVE ON THURSDAYS AT 6:00 P.M. AND FRIDAYS AT 10:00 A.M.

The Briefing Session is open to the public, but will be a workshop meeting. Discussion will be limited to Council Members and appropriate Staff and Counsel. There will be an opportunity for the expression of public views during the Open Forum at the beginning and the conclusion of the Legislative Agenda on any issue not relating to the Current or Advance Agendas, pending hearing items, or initiatives or referenda in a pending election.

ADDRESSING THE COUNCIL

- No member of the public may speak without first being recognized for that purpose by the Chair. Except for named parties to an adjudicative hearing, a person may be required to sign a sign-up sheet and provide their city of residence as a condition of recognition.
- Each person speaking at the public microphone shall verbally identify themselves by name, city of residency and, if appropriate, representative capacity.
- If you are submitting letters or documents to the Council Members, please provide a minimum of ten copies via the City Clerk. The City Clerk is responsible for officially filing and distributing your submittal.
- In order that evidence and expressions of opinion be included in the record and that decorum befitting a deliberative process be maintained, no modes of expression including but not limited to demonstrations, banners, signs, applause, profanity, vulgar language or personal insults will be permitted.
- A speaker asserting a statement of fact may be asked to document and identify the source of the factual datum being asserted.

SPEAKING TIME LIMITS: Unless deemed otherwise by the Chair, each person addressing the Council shall be limited to a three-minute speaking time.

CITY COUNCIL AGENDA: The City Council Advance and Current Agendas may be obtained prior to Council Meetings from the Office of the City Clerk during regular business hours (8 a.m. - 5 p.m.). The Agenda may also be accessed on the City website at www.spokanecity.org. Agenda items are available for public review in the Office of the City Clerk during regular business hours.

AMERICANS WITH DISABILITIES ACT (ADA) INFORMATION: The City of Spokane is committed to providing equal access to its facilities, programs and services for persons with disabilities. The Spokane City Council Chamber in the lower level of Spokane City Hall, 808 W. Spokane Falls Blvd., is wheelchair accessible and also is equipped with an infrared assistive listening system for persons with hearing loss. Headsets may be checked out (upon presentation of picture I.D.) at the City Cable 5 Production Booth located on the First Floor of the Municipal Building, directly above the Chase Gallery or through the meeting organizer. Individuals requesting reasonable accommodations or further information may call, write, or email Human Resources at 509.625.6383, 808 W. Spokane Falls Blvd, Spokane, WA, 99201; or msteinolfson@spokanecity.org. Persons who are deaf or hard of hearing may contact Human Resources through the Washington Relay Service at 7-1-1. Please contact us forty-eight (48) hours before the meeting date.

If you have questions, please call the Agenda Hotline at 625-6350.

BRIEFING SESSION

(3:30 p.m.)

(Council Chambers Lower Level of City Hall)

(No Public Testimony Taken)

Roll Call of Council

Council Reports

Staff Reports

Committee Reports

Advance Agenda Review

Current Agenda Review

ADMINISTRATIVE SESSION**CONSENT AGENDA****REPORTS, CONTRACTS AND CLAIMS****RECOMMENDATION**

- | | | |
|---|---------|--|
| 1. Low Bid of Colvico Inc. (Spokane, WA) for Greene Street and Ermina Avenue Signal Changes—\$90,134. An administrative reserve of \$9,013.40, which is 10% of the contract price, will be set aside. (Chief Garry Park Neighborhood) (Council Sponsor: Council President Beggs)
Dan Buller | Approve | OPR 2021-0500
ENG 2020059 |
| 2. Contract Renewal with Duke's Root Control, Inc. (Syracuse, NY) from August 15, 2021 through August 14, 2023—not to exceed \$50,000 annually (plus tax). (Council Sponsor: Council President Beggs)
Raylene Gennett | Approve | OPR 2018-0591
BID 4310-335-
2018 |
| 3. Contract with Wall and Company LLC. (Spokane Valley, WA) for landscaping improvement at the Intermodal Complex using Crime Prevention Through Environmental Design funds—\$76,539.80 (incl. tax). (Council Sponsor: Council Member Kinnear)
Jeff Teal | Approve | OPR 2021-0501 |

- | | | |
|--|------------------------------------|------------------------------|
| 4. Contract with Mackay Meters, Inc. (Nova Scotia, Canada) for Paid Parking Equipment to provide the City with Single and Dual space parking meters and support from August 1, 2021, through July 31, 2026—estimated \$664,000. (Council Sponsors: Council Members Stratton & Kinnear)
Kris Becker | Approve | OPR 2021-0502
RFP 5207-19 |
| 5. Contract with Cale America, Inc., dba Flowbird (Clearwater FL) for CWT Touch kiosks to replace existing 10 kiosks and current paid parking equipment located in and around downtown Spokane from August 1, 2021 through July 31, 2026—\$2,932,000. (Council Sponsor: Council Member Stratton)
Kris Becker | Approve | OPR 2021-0503
RFP 5207-19 |
| 6. Interlocal Agreement for emergency management services with Spokane County to provide an economical mechanism for administration and coordination of County and City emergency management programs through December 31, 2023. (Counsel Sponsor: Council Member Kinnear)
Sarah Nuss | Approve | OPR 2021-0514 |
| 7. Report of the Mayor of pending: | Approve &
Authorize
Payments | CPR 2021-0002 |
| a. Claims and payments of previously approved obligations, including those of Parks and Library, through _____, 2021, total \$_____, with Parks and Library claims approved by their respective boards. Warrants excluding Parks and Library total \$_____. | | |
| b. Payroll claims of previously approved obligations through_____, 2021: \$_____. | | CPR 2021-0003 |
| 8. City Council Meeting Minutes: _____, 2021. | Approve
All | CPR 2021-0013 |

EXECUTIVE SESSION

(Closed Session of Council)

(Executive Session may be held or reconvened during the 6:00 p.m. Legislative Session)

CITY COUNCIL SESSION

(May be held or reconvened following the 3:30 p.m. Administrative Session)

(Council Briefing Center)

This session may be held for the purpose of City Council meeting with Mayoral nominees to Boards and/or Commissions. The session is open to the public.

LEGISLATIVE SESSION

(6:00 P.M.)

(Council Reconvenes in Council Chamber)

WORDS OF INSPIRATION

PLEDGE OF ALLEGIANCE

ROLL CALL OF COUNCIL

ANNOUNCEMENTS

(Announcements regarding Changes to the City Council Agenda)

NO BOARDS AND COMMISSIONS APPOINTMENTS

ADMINISTRATIVE REPORT

COUNCIL COMMITTEE REPORTS

(Committee Reports for Finance, Neighborhoods, Public Safety, Public Works, and Planning/Community and Economic Development Committees and other Boards and Commissions)

LEGISLATIVE AGENDA

SPECIAL BUDGET ORDINANCES

(Require Five Affirmative, Recorded Roll Call Votes)

Ordinance C36090 amending Ordinance No. C35971 passed by the City Council December 14, 2020, and entitled, "An Ordinance adopting the Annual Budget of the City of Spokane for 2021, making appropriations to the various funds of the City of Spokane government for the fiscal year ending December 31, 2021, and providing it shall take effect immediately upon passage," and declaring an emergency and appropriating funds in:

Asset Management Capital Fund

(1) Increase appropriation by \$1,386,733.

(A) Increase in appropriation is provided from Asset Management Capital Fund unappropriated reserves. The Engineering Relocation SIP Loan authorized by RES 2020-

0075 was fully budgeted in 2020 but the unspent capital expenses were not carried forward into 2021.

(This action relocates Engineering Construction Management and makes the related construction payments on this project.)
(Council Sponsor: Council Member Wilkerson)

Michelle Hughes

NO EMERGENCY ORDINANCES

RESOLUTIONS & FINAL READING ORDINANCES

(Requires Four Affirmative, Recorded Roll Call Votes)

- RES 2021-0065 Establishing a list of City-sponsored development incentives, as identified in the attached addendum.
Council Member Kinnear
- ORD C36088 Relating to the adoption of a wildland-urban interface code; adopting a new chapter to Title 17 of the Spokane Municipal Code designated as Chapter 17F.110 SMC. (Council Sponsor: Council Member Kinnear)
Lance Dahl
- ORD C36089 Relating to the fire code; amending SMC sections 8.02.0207, 8.02.0226, 8.02.034, 8.02.0615, 8.02.0617 and 17F.080.010 of the Spokane Municipal Code. (Council Sponsor: Council Member Kinnear)
Lance Dahl

NO FIRST READING ORDINANCES

NO SPECIAL CONSIDERATIONS

NO HEARINGS

Motion to Approve Advance Agenda for August 2, 2021
(per Council Rule 2.1.2)

OPEN FORUM

At each meeting after the conclusion of the legislative agenda, the Council shall hold an open public comment period until 9:30 p.m., which may be extended by motion. Each speaker is limited to no more than three minutes. In order to participate in Open Forum, you must sign up here: <https://forms.gle/WtfGZ3HqQuXCipcX9>. The form will open at 5:00 p.m. on Monday, (Month Day), and will close at 6:00 p.m. Instructions for participating are available on the form. The Open Forum is a limited public forum; all matters discussed in the open forum shall relate to the affairs of the City and items of interest not relating to the Current or Advance Agendas, pending hearing items, or initiatives or referenda in a pending election. Individuals speaking during the open forum shall address their comments to the Council President and shall not use profanity, engage in obscene speech, or make personal comment or verbal insults about any individual.

ADJOURNMENT

The August 2, 2021, Regular Legislative Session of the City Council will be held and then City Council is adjourned until August 16, 2021.

Note: The regularly scheduled City Council meeting for Monday, August 9, 2021, has been canceled.

NOTES



Agenda Sheet for City Council Meeting of:
08/02/2021

Date Rec'd	7/13/2021
Clerk's File #	OPR 2021-0500
Renews #	
Cross Ref #	
Project #	2020059
Bid #	
Requisition #	CR 22746

Submitting Dept	ENGINEERING SERVICES
Contact Name/Phone	DAN BULLER 625-6391
Contact E-Mail	DBULLER@SPOKANECITY.ORG
Agenda Item Type	Contract Item
Agenda Item Name	0370 – LOW BID AWARD – COLVICO INC.

Agenda Wording

Low Bid of Colvico Inc., of Spokane, WA for Greene Street and Ermina Avenue Signal Changes - \$90,134.00. An administrative reserve of \$9,013.40, which is 10% of the contract price, will be set aside. (Chief Garry Park Neighborhood Council)

Summary (Background)

On July 12, 2021 bids were opened for the above project. The low bid was from Colvico Inc., in the amount of \$90,134.00, which is \$32,125.00 or 55.39% above the Engineer's Estimate of \$58,006.00; No other bids were received. All information will be provided prior to the July 19, 2021 council meeting

Lease? NO Grant related? NO Public Works? YES

Fiscal Impact

Expense \$ 90,134.00

Select \$

Select \$

Select \$

Budget Account

3200-49840-95300-56501-86036

#

#

#

Approvals

Dept Head TWOHIG, KYLE

Division Director FEIST, MARLENE

Finance ORLOB, KIMBERLY

Legal ODLE, MARI

For the Mayor ORMSBY, MICHAEL

Additional Approvals

Purchasing WAHL, CONNIE

Council Notifications

Study Session\Other PIES 06/28/21

Council Sponsor Beggs

Distribution List

eraea@spokanecity.org

publicworksaccounting@spokanecity.org

kgoodman@spokanecity.org

dbuller@spokanecity.org

aduffey@spokanecity.org

jgraff@spokanecity.org

Briefing Paper

PIES

Division & Department:	Engineering Services; Public Works
Subject:	Greene & Ermina Intersection Signal Relocation
Date:	June 28, 2021
Contact (email & phone):	Dan Buller (dbuller@spokanecity.org, 625-6391)
City Council Sponsor:	Breen Beggs
Executive Sponsor:	Marlene Feist
Committee(s) Impacted:	PIES
Type of Agenda item:	<input checked="" type="checkbox"/> Consent <input type="checkbox"/> Discussion <input type="checkbox"/> Strategic Initiative
Alignment: (link agenda item to guiding document – i.e., Master Plan, Budget, Comp Plan, Policy, Charter, Strategic Plan)	The original Greene & Ermina signalization project was in the 6 Year Street Plan and was consistent with the Chief Garry neighborhood plan
Strategic Initiative:	Innovative Infrastructure
Deadline:	
Outcome: (deliverables, delivery duties, milestones to meet)	Approval of construction contracts (once bids are opened and recommendation to award submitted to council for approval)
Background/History: <ul style="list-style-type: none"> In 2018 the City installed the signal at Greene & Ermina intersection to improve the ability of college students to access the residential area west of the college across Greene Street. In 2020, WSDOT informed the City that due to the revised proposed route of the north south corridor (i.e., the north – south freeway), one of those signal poles is too close to the future freeway and has to be moved at DOT cost. 	
Executive Summary: <ul style="list-style-type: none"> This project moves the signal on the southeast corner of Greene & Ermina modestly to the west to be out of the way of the future freeway. It is planned for construction later this year. While most of this work occurs outside the roadway, a portion of the work is within Greene Street. For that portion of the work, the outside lane on northbound Greene will be closed for a 1 – 2 week period. 	
Budget Impact: Approved in current year budget? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A Annual/Reoccurring expenditure? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> N/A If new, specify funding source: Other budget impacts: (revenue generating, match requirements, etc.)	
Operations Impact: Consistent with current operations/policy? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A Requires change in current operations/policy? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> N/A Specify changes required: Known challenges/barriers:	



City Of Spokane
Engineering Services Department
*****Bid Tabulation*****

Project Number **2020059**

Project Description Greene St. & Ermina Ave Signal Changes

Original Date

7/12/2021 1:00:00 PM

Project Number: 2020059			Engineer's Estimate		COLVICO INC	
Item No	Bid Item Description	Est Qty	Unit Price	Amount	Unit Price	Amount

Tax Classification

Sales tax shall be included in unit prices

1	REIMBURSEMENT OF THIRD PARTY DAMAGE	1 EST	1.00	1.00	1.00	\$1.00
2	SPCC PLAN	1 LS	500.00	500.00	1,200.00	\$1,200.00
3	MOBILIZATION	1 LS	10,000.00	10,000.00	6,700.00	\$6,700.00
4	PROJECT TEMPORARY TRAFFIC CONTROL	1 LS	16,000.00	16,000.00	16,500.00	\$16,500.00
5	SEQUENTIAL ARROW SIGNS	200 HR	4.00	800.00	3.60	\$720.00
6	PORTABLE CHANGEABLE MESSAGE SIGN	380 HR	8.00	3,040.00	9.10	\$3,458.00
7	REMOVAL OF STRUCTURE AND OBSTRUCTION	1 LS	800.00	800.00	3,000.00	\$3,000.00
8	REMOVE EXISTING CURB	20 LF	20.00	400.00	60.00	\$1,200.00
9	REMOVE CEMENT CONCRETE SIDEWALK AND DRIVEWAY	45 SY	35.00	1,575.00	60.00	\$2,700.00
10	SAWCUTTING CURB	2 EA	60.00	120.00	120.00	\$240.00
11	SAWCUTTING RIGID PAVEMENT	740 LFI	1.50	1,110.00	2.40	\$1,776.00
12	SAWCUTTING FLEXIBLE PAVEMENT	60 LFI	1.00	60.00	2.40	\$144.00
13	CSTC FOR SIDEWALK AND DRIVEWAYS	3 CY	120.00	300.00	288.00	\$720.00
14	COMMERCIAL HMA	2 TON	300.00	450.00	1,440.00	\$2,160.00
15	PAVEMENT REPAIR EXCAVATION INCL. HAUL	4 SY	40.00	160.00	240.00	\$960.00
16	CLEANING EXISTING DRAINAGE STRUCTURE	1 EA	500.00	500.00	900.00	\$900.00
17	ESC LEAD	1 LS	500.00	500.00	1,380.00	\$1,380.00
18	INLET PROTECTION	1 EA	90.00	90.00	325.00	\$325.00
19	CEMENT CONCRETE CURB	20 LF	40.00	800.00	120.00	\$2,400.00

City Of Spokane
Engineering Services Department
*****Bid Tabulation*****

20	CLASSIFICATION AND PROTECTION OF SURVEY MONUMENTS	1 LS	500.00	500.00	3,000.00	\$3,000.00
21	REFERENCE AND REESTABLISH SURVEY MONUMENT	1 EA	600.00	600.00	1,800.00	\$1,800.00
22	CEMENT CONCRETE SIDEWALK	45 SY	60.00	2,700.00	120.00	\$5,400.00
23	TRAFFIC SIGNAL SYSTEM RETROFIT, ERMINA & GREENE	1 LS	15,000.00	15,000.00	32,550.00	\$32,550.00
24	SIGNING, PERMANENT - CONTRACTOR MANUFACTURED SIGNS	1 LS	2,000.00	2,000.00	900.00	\$900.00
Bid Total			\$58,006.00		\$90,134.00	

SCHEDULE SUMMARY

	<i>Sched 1</i>	<i>Sched 2</i>	<i>Sched 3</i>	<i>Sched 4</i>	<i>Sched 5</i>	<i>Sched 6</i>	<i>Total</i>
ENGINEER'S ESTIMATE	58,006.00	0.00	0.00	0.00	0.00	0.00	58,006.00
COLVICO INC	90,134.00	0.00	0.00	0.00	0.00	0.00	90,134.00

Low Bid Contractor: COLVICO INC

	<i>Contractor's Bid</i>	<i>Engineer's Estimate</i>	<i>% Variance</i>
<i>Schedule 01</i>	90,134.00	58,006.00	55.39 % Over Estimate
<i>Schedule 03</i>	0.00	0.00	% Under Estimate
<i>Bid Totals</i>	90,134.00	58,006.00	55.39 % Over Estimate



City of Spokane

PUBLIC WORKS AGREEMENT

Title: **ERMINA & GREENE SIGNAL CHANGE**

This Agreement is made and entered into by and between the **CITY OF SPOKANE** as ("City"), a Washington municipal corporation, and **COLVICO, INC.**, whose address is P.O. Box 2682, Spokane, Washington 99220 as ("Contractor"), individually hereafter referenced as a "party", and together as the "parties".

WHEREAS, the purpose of this Contract is to perform ERMINA & GREENE SIGNAL CHANGE; and

WHEREAS, the Contractor has been selected through a Request for Proposal issued by the City.

-- NOW, THEREFORE, in consideration of the terms, conditions, covenants and performance of the Scope of Work contained herein, the City and Contractor mutually agree as follows:

1. TERM OF CONTRACT.

The term of this Contract begins on the first day of on-site construction as specified in the Notice to Proceed which will be issued by the Department of Engineering Services as specified in the specifications, and ends in accordance with the contract documents, unless amended by written agreement or terminated earlier under the provisions.

2. TIME OF BEGINNING AND COMPLETION.

The Contractor shall begin the work outlined in the "Scope of Work" ("Work") on the beginning date, above. The City will acknowledge in writing when the Work is complete. Time limits established under this Contract shall not be extended because of delays for which the Contractor is responsible, but may be extended by the City, in writing, for the City's convenience or conditions beyond the Contractor's control.

3. SCOPE OF WORK.

The Contractor's General Scope of Work for this Contract is described in the Contractor's Proposal to Construct. The Contractor will do all work, furnish all labor, materials, tools, construction equipment, transportation, supplies, supervision, organization and other items of work and costs necessary for the proper execution and completion of the work described in the specifications entitled **ERMINA & GREENE SIGNAL CHANGE** and the associated Scope of Work and the specifications referenced therein.

The Work is subject to City review and approval. The Contractor shall confer with the City periodically, and prepare and present information and materials (e.g., detailed outline of completed Work) requested by the City to determine the adequacy of the Work or Contractor's progress.

4. COMPENSATION / PAYMENT.

Total compensation for Contractor's services under this Contract shall be a maximum amount not to exceed **NINETY THOUSAND ONE HUNDRED THIRTY-FOUR AND NO/100 DOLLARS (\$90,134.00)**, including tax unless modified by a written amendment to this Contract. This is the maximum amount to be paid under this Contract for the work described in Section 3 above, and shall not be exceeded without the prior written authorization of the City in the form of an executed amendment to this Contract.

The Contractor will send its applications for payment to the Engineering Services Department 808 West Spokane Falls Blvd., Spokane, Washington 99201. All invoices should include the City Clerk File No. "OPR XXXX-XXXX" and an approved L & I Intent to Pay Prevailing Wage number. The final invoice should include an approved Affidavit of Wages Paid number. Payment will not be made without this documentation included on the invoice. Five percent (5%) of the Contract price may be retained by the City, in accord with RCW 60.28 for a minimum of forty five (45) days after final acceptance, as a trust fund for the protection and payment of: the claims of any person arising under the Contract; and the State with respect to taxes imposed pursuant to Titles 50, 51 and 82 RCW which may be due from the Contractor.

5. CONTRACT DOCUMENTS.

The contract documents are this Contract, the Contractor's completed bid proposal form, contract provisions, contract plans, standard specifications, standard plans, addenda, various certifications and affidavits, supplemental agreements, change orders, and subsurface boring logs (if any). Federal and state requirements and the terms of this Contract, respectively, supersede other inconsistent provisions. These contract documents are on file in the Riverside Park Water Reclamation Facility, and are incorporated into this Contract by reference, as if they were set forth at length.

6. STATEMENT OF INTENT TO PAY PREVAILING WAGES TO BE POSTED.

The Contractor and each subcontractor required to pay the prevailing rate of wages shall post in a location readily visible at the job site: (1) a copy of a "Statement of Intent to Pay Prevailing Wages" approved by the industrial statistician of the Washington State Department of Labor and Industries (L & I); and (2) the address and telephone number of the industrial statistician of the Department of Labor and Industries where a complaint or inquiry concerning prevailing wages may be made.

7. STATE PREVAILING WAGES.

The Contractor and all subcontractors will submit a "Statement of Intent to Pay Prevailing Wages" certified by the industrial statistician of the Department of Labor and Industries, prior to any payments. The "Statement of Intent to Pay Prevailing Wages" shall include: (1) the Contractor's registration number; and (2) the prevailing wages under RCW 39.12.020 and the number of workers in each classification. Each voucher claim submitted by the Contractor for payment on a project estimate shall state that the prevailing wages have been paid in accordance with the "Statement(s) of Intent to Pay Prevailing Wages" on file with the City. Prior to the payment of funds held under RCW 60.28, the Contractor and subcontractors must submit an "Affidavit of Wages Paid" certified by the industrial statistician.

8. BONDS.

The Contractor may not commence work until it obtains all insurance, permits and bonds required by the contract documents and applicable law. This includes the execution of a payment / performance bond on the form attached, equal to one hundred percent (100%) of the contract price, and written by a corporate surety company licensed to do business in Washington State.

9. PUBLIC WORKS REQUIREMENTS.

The Contractor and each subcontractor are required to fulfill the Department of Labor and Industries Public Works and Prevailing Wage Training Requirement under RCW 39.04.350. The contractor must verify responsibility criteria for each first tier subcontractor, and a subcontractor of any tier that hires other subcontractors must verify the responsibility criteria listed in RCW 39.04.350(1) for each of its subcontractors. Verification shall include that each subcontractor, at the time of subcontract execution, meets the responsibility criteria. This verification requirement, as well as responsibility criteria, must be included in every public works contract and subcontract of every tier.

10. TAXES, FEES AND LICENSES.

- A. Contractor shall pay and maintain in current status, all necessary licenses, fees, assessments, permit charges, etc. necessary to conduct the work included under this Contract. It is the Contractor's sole responsibility to monitor and determine changes or the enactment of any subsequent requirements for said fees, assessments, or changes and to immediately comply.
- B. The cost of any permits, licenses, fees, etc. arising as a result of the projects included in this Contract shall be included in the project budgets.

11. CITY OF SPOKANE BUSINESS LICENSE.

Section 8.01.070 of the Spokane Municipal Code states that no person may engage in business with the City without first having obtained a valid annual business registration. The Contractor shall be responsible for contacting the State of Washington Business License Services at www.dor.wa.gov or 360-705-6741 to obtain a business registration. If the Contractor does not believe it is required to obtain a business registration, it may contact the City's Taxes and Licenses Division at (509) 625-6070 to request an exemption status determination.

12. SOCIAL EQUITY REQUIREMENTS / NON-DISCRIMINATION.

No individual shall be excluded from participation in, denied the benefit of, subjected to discrimination under, or denied employment in the administration of or in connection with this Contract because of age, sex, race, color, religion, creed, marital status, familial status, sexual orientation including gender expression or gender identity, national origin, honorably discharged veteran or military status, the presence of any sensory, mental or physical disability, or use of a service animal by a person with disabilities. The Contractor agrees to comply with, and to require that all subcontractors comply with, federal, state and local nondiscrimination laws, including but not limited to: the Civil Rights Act of 1964, the Rehabilitation Act of 1973, the Age Discrimination in Employment Act, and the American's With Disabilities Act, to the extent those laws are applicable.

13. DEBARMENT AND SUSPENSION.

The Contractor has provided its certification that it is in compliance with and shall not contract with individuals or organizations which are debarred, suspended, or otherwise excluded from or

ineligible from participation in Federal Assistance Programs under Executive Order 12549 and "Debarment and Suspension", codified at 29 CFR part 98.

14. INDEMNIFICATION.

The Contractor agrees to defend, indemnify and hold the City harmless from any and all claims, demands, losses and liabilities to or by third parties arising from, resulting from or connected with Work performed or to be performed under this Contract by Contractor, its agents or employees to the fullest extent permitted by law. Contractor's duty to indemnify the City shall not apply to liability for damages arising out of bodily injury to persons or damage to property caused by or resulting from the sole negligence of the City, its agents or employees.

Contractor's duty to indemnify the City for liability for damages arising out of bodily injury to persons or damage to property caused by or resulting from the concurrent negligence of (a) the City or its agents or employees, and (b) Contractor or agents or employees, shall apply only to the extent of negligence of the Contractor or its agents or employees. Contractor's duty to defend, indemnify and hold the City harmless shall include, as to all claims, demands, losses and liability to which it applies, the City's personnel related costs, reasonable attorneys' fees, court costs and all other claim related expenses. The Contractor specifically assumes potential liability for actions brought by the Contractor's own employees against the City and, solely for the purpose of this indemnification and defense, the Contractor specifically waives any immunity under the state industrial insurance law, or Title 51 RCW. The Contractor recognizes that this waiver was specifically entered into pursuant to the provisions of RCW 4.24.115 and was the subject of mutual negotiation. The indemnification provided for in this section shall survive any termination or expiration of this Contract.

15. INSURANCE.

During the period of the Contract, the Contractor shall maintain in force at its own expense, each insurance noted below with companies or through sources approved by the State Insurance Commissioner pursuant to Title 48 RCW:

- A. **Worker's Compensation Insurance** in compliance with RCW 51.12.020, which requires subject employers to provide workers' compensation coverage for all their subject workers and Employer's Liability Insurance in the amount of \$1,000,000;
- B. **General Liability Insurance** on an occurrence basis, with a combined single limit of not less than \$1,000,000 each occurrence for bodily injury and property damage. It shall include contractual liability coverage for the indemnity provided under this Contract. It shall provide that the City, its officers and employees are additional insureds but only with respect to the Contractor's services to be provided under this Contract;
 - i. Acceptable **supplementary Umbrella insurance** coverage combined with Company's General Liability insurance policy must be a minimum of \$1,500,000, in order to meet the insurance coverage limits required in this Contract; and
- C. **Automobile Liability Insurance** with a combined single limit, or the equivalent of not less than \$1,000,000 each accident for bodily injury and property damage, including coverage for owned, hired and non-owned vehicles; and
- D. **Property Insurance** if materials and supplies are furnished by the Contractor. The amount of the insurance coverage shall be the value of the materials and supplies of the completed value of improvement. Hazard or XCU (explosion, collapse, underground) insurance should be provided if any hazard exists.

There shall be no cancellation, material change, reduction of limits or intent not to renew the insurance coverage(s) without sixty (60) days written notice from the Consultant or its insurer(s) to the City. As evidence of the insurance coverage(s) required by this Agreement, the Consultant shall furnish acceptable Certificates of Insurance (COI) to the City at the time it returns this signed Agreement. The certificate shall specify the City of Spokane as "Additional Insured" specifically for Consultant's services under this Agreement, as well as all of the parties who are additional insureds, and include applicable policy endorsements, the sixty (60) day cancellation clause, and the deduction or retention level. The Consultant shall be financially responsible for all pertinent deductibles, self-insured retentions, and/or self-insurance.

16. SUBCONTRACTOR RESPONSIBILITY.

- A. The Contractor must verify responsibility criteria for each first tier subcontractor, and a subcontractor of any tier that hires other subcontractors must verify responsibility criteria for each of its subcontractors. Verification shall include that each subcontractor, at the time of subcontract execution, meets the responsibility criteria listed in RCW 39.04.350. The responsibility criteria are listed in the request for bids document. The Contractor shall include the language of this section in each of its first tier subcontracts, and shall require each of its subcontractors to include the same language of this section in each of their subcontracts, adjusting only as necessary the terms used for the contracting parties. Upon request of the City, the Contractor shall promptly provide documentation to the City demonstrating that the subcontractor meets the subcontractor responsibility criteria below. The requirements of this section apply to all subcontractors regardless of tier.
- B. At the time of subcontract execution, the Contractor shall verify that each of its first tier subcontractors meets the following bidder responsibility criteria:
 - 1. Have a current certificate of registration in compliance with chapter 18.27 RCW, which must have been in effect at the time of subcontract bid submittal;
 - 2. Have a current Washington Unified Business Identifier (UBI) number;
 - 3. If applicable, have:
 - a. Have Industrial Insurance (workers' compensation) coverage for the subcontractor's employees working in Washington, as required in Title 51 RCW;
 - b. A Washington Employment Security Department number, as required in Title 50 RCW;
 - c. A Washington Department of Revenue state excise tax registration number, as required in Title 82 RCW;
 - d. An electrical contractor license, if required by Chapter 19.28 RCW;
 - e. An elevator contractor license, if required by Chapter 70.87 RCW.
 - 4. Not be disqualified from bidding on any public works contract under RCW 39.06.010 or 39.12.065 (3).

17. INDEPENDENT CONTRACTOR.

The Contractor is an independent Contractor. This Contract does not intend the Contractor to act as a City employee. The City has neither direct nor immediate control over the Contractor nor the right to control the manner or means by which the Contractor works. Neither the Contractor nor any Contractor employee shall be an employee of the City. This Contract prohibits the Contractor to act as an agent or legal representative of the City. The Contractor is not granted express or implied rights or authority to assume or create any obligation or responsibility for or in the name of the City, or to bind the City. The City is not liable for or obligated to pay sick leave, vacation pay, or any other benefit of employment, nor to pay social security or other tax that may arise from employment. The Contractor shall pay all income and other taxes as due.

18. ASSIGNMENT AND SUBCONTRACTING.

The Contractor shall not assign or subcontract its obligations under this Contract without the City's written consent, which may be granted or withheld in the City's sole discretion. Any subcontract made by the Contractor shall incorporate by reference this Contract, except as otherwise provided. The Contractor shall ensure that all subcontractors comply with the obligations and requirements of the subcontract. The City's consent to any assignment or subcontract does not release the Contractor from liability or any obligation within this Contract, whether before or after City consent, assignment or subcontract.

19. TERMINATION.

Either party may terminate this Contract, with or without cause, by ten (10) days written notice to the other party. In the event of such termination, the City shall pay the Contractor for all work previously authorized and performed prior to the termination date.

20. STANDARD OF PERFORMANCE.

The standard of performance applicable to Contractor's services will be the degree of skill and diligence normally employed by professional contractors in the region performing the same or similar Contracting services at the time the work under this Contract are performed.

21. ANTI KICK-BACK.

No officer or employee of the City of Spokane, having the power or duty to perform an official act or action related to this Contract shall have or acquire any interest in the Contract, or have solicited, accepted or granted a present or future gift, favor, service or other thing of value from or to any person involved in this Contract.

22. CONSTRUAL.

The Contractor acknowledges receipt of a copy of the Contract documents and agrees to comply with them. The silence or omission in the Contract documents concerning any detail required for the proper execution and completion of the work means that only the best general practice is to prevail and that only material and workmanship of the best quality are to be used. This Contract shall be construed neither in favor of nor against either party.

23. CONTRACTOR'S ACKNOWLEDGEMENT AND WARRANTY.

The Contractor acknowledges that it has visited the site of the work, has examined it, and is qualified to perform the work required by this Contract.

The Contractor guarantees and warranties all work, labor and materials under this Contract shall be in accord with the Contract documents. If any unsatisfactory condition or defect develops within that time, the Contractor will immediately place the work in a condition

satisfactory to the City and repair all damage caused by the condition or defect. The Contractor will repair or restore to the City's satisfaction, in accordance with the contract documents and at its expense, all property damaged by his performance under this Contract. This warranty is in addition to any manufacturers' or other warranty in the Contract documents.

24. CONTRACTOR'S USE OF PROJECT MANAGEMENT SOFTWARE.

The Contractor shall transmit all submittal documentation for proposed project materials by uploading it to the City's web based construction management software. A City representative will be available to assist in learning this process.

25. MISCELLANEOUS PROVISIONS.

- A. **Amendments/Modifications:** The City may modify this Contract and order changes in the work whenever necessary or advisable. The Contractor will accept modifications when ordered in writing by the City, and the Contract time and compensation will be adjusted accordingly.
- B. The Contractor, at no expense to the City, shall comply with all laws of the United States and Washington, the Charter and ordinances of the City of Spokane; and rules, regulations, orders and directives of their administrative agencies and officers.
- C. This Contract shall be construed and interpreted under the laws of Washington. The venue of any action brought shall be in a court of competent jurisdiction, located in Spokane County, Washington.
- D. **Captions:** The titles of sections or subsections are for convenience only and do not define or limit the contents.
- E. **Severability:** If any term or provision is determined by a court of competent jurisdiction to be invalid or unenforceable, the remainder of this Contract shall not be affected, and each term and provision shall be valid and enforceable to the fullest extent permitted by law.
- F. **Waiver:** No covenant, term or condition or the breach shall be deemed waived, except by written consent of the party against whom the waiver is claimed, and any waiver of the breach of any covenant, term or condition shall not be deemed a waiver of any preceding or succeeding breach of the same or any other covenant, term of condition. Neither the acceptance by the City of any performance by the Contractor after the time the same shall have become due nor payment to the Contractor for any portion of the Work shall constitute a waiver by the City of the breach or default of any covenant, term or condition unless otherwise expressly agreed to by the City in writing.
- G. **Entire Agreement:** This document along with any exhibits and all attachments, and subsequently issued addenda, comprises the entire agreement between the City and the Contractor. If conflict occurs between Contract documents and applicable laws, codes, ordinances or regulations, the most stringent or legally binding requirement shall govern and be considered a part of this Contract to afford the City the maximum benefits.
- H. **No personal liability:** No officer, agent or authorized employee of the City shall be personally responsible for any liability arising under this Contract, whether expressed or implied, nor for any statement or representation made or in any connection with this Contract.
- I. Under Washington State Law (reference RCW Chapter 42.56, the *Public Records Act* [PRA]) all materials received or created by the City of Spokane in connection with this Agreement are **public records** and are available to the public for viewing via the City Clerk's Records (online) or a valid Public Records Request (PRR).

IN WITNESS WHEREOF, in consideration of the terms, conditions and covenants contained, or attached and incorporated and made a part, the parties have executed this Contract by having legally-binding representatives affix their signatures below.

COLVICO, INC.

CITY OF SPOKANE

By _____
Signature Date

By _____
Signature Date

Type or Print Name

Type or Print Name

Title
Attest:

Title
Approved as to form:

City Clerk

Assistant City Attorney

Attachments that are part of this Agreement:

Exhibit A – Debarment Certification
Payment/Performance Bond
Schedule A-3

EXHIBIT A

CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION

1. The undersigned (i.e., signatory for the Subrecipient / Contractor / Consultant) certifies, to the best of its actual knowledge and belief, that its officers and directors:
 - a. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal department or agency;
 - b. Have not within a three-year period preceding this contract been convicted or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or contract under a public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, receiving stolen property, making false claims, or obstruction of justice;
 - c. Are not presently indicted or otherwise criminally or civilly charged by a government entity (federal, state, or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and,
 - d. Have not within a three-year period preceding this contract had one or more public transactions (federal, state, or local) terminated for cause or default.
2. The undersigned agrees by signing this contract that it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction.
3. The undersigned further agrees by signing this contract that it will include the following clause, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions:

Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – Lower Tier Covered Transactions

1. The lower tier contractor certifies, by signing this contract that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency.
 2. Where the lower tier contractor is unable to certify to any of the statements in this contract, such contractor shall attach an explanation to this contract.
4. I understand that a false statement of this certification may be grounds for termination of the contract.

<hr/> Name of Subrecipient / Contractor / Consultant (Type or Print)	<hr/> Program Title (Type or Print)
<hr/> Name of Certifying Official (Type or Print)	<hr/> Signature
<hr/> Title of Certifying Official (Type or Print)	<hr/> Date (Type or Print)

PAYMENT / PERFORMANCE BOND

We, **COLVICO, INC.**, as principal, and _____, as Surety, are held and firmly bound to the City of Spokane, Washington, in the sum of **NINETY THOUSAND ONE HUNDRED THIRTY-FOUR AND NO/100 DOLLARS (\$90,134.00)**, including tax, unless modified by a written amendment to this Contract. This is the maximum amount, for the payment of which, we bind ourselves and our legal representatives and successors, jointly and severally by this document.

The principal has entered into a contract with the City of Spokane, Washington, to do all work and furnish all materials for the ERMINA & GREENE SIGNAL CHANGE. If the principal shall:

- A. promptly and faithfully perform the Contract and any contractual guaranty, and indemnify and hold harmless the City from all loss, damage, or claim which may result from any act or omission of the principal, its agents, employees, or subcontractors; and
- B. comply with all federal, state and local laws and regulations; and
- C. pay all laborers, mechanics, subcontractors, material suppliers and all person(s) who shall supply such person or subcontractors, and pay all taxes and contributions, increases and penalties as authorized by law;

then this obligation shall be null and void; otherwise it shall remain in full force and effect.

The Surety for value received agrees that no change, extension of time, alteration or addition to the terms of the Contract, the specifications accompanying the Contract, or to the work to be performed under the Contract shall in any way affect its obligation on this bond, except as provided herein, and waives notice of any change, extension of time, alteration or addition to the terms of the Contract or the work performed. The Surety agrees that modifications and changes to the terms and conditions of the Contract that increase the total amount to be paid the Principal shall automatically increase the obligation of the Surety on this bond and notice to Surety is not required for such increased obligation. Any judgment obtained against the City, which relates to or is covered by the contract or this bond, shall be conclusive against the principal and the Surety, as to the amount of damages, and liability, if reasonable notice of the suit has been given.

SIGNED AND SEALED on _____.

COLVICO, INC.,
AS PRINCIPAL

By: _____
Title: _____

A valid POWER OF ATTORNEY
for the Surety's agent must
accompany this bond.

AS SURETY

By: _____
Its Attorney in Fact

STATE OF WASHINGTON)
) ss.
County of _____)

I certify that I know or have satisfactory evidence that _____
_____ signed this document; on oath stated that he/she was authorized to
sign the document and acknowledged it as the agent or representative of the named surety company
which is authorized to do business in the State of Washington, for the uses and purposes therein
mentioned.

DATED: _____

Signature of Notary Public

My appointment expires _____

Approved as to form:

Assistant City Attorney

SCHEDULE A-3
Tax Classification: Sales tax shall be included in unit prices

ITEM NO.	ITEM DESCRIPTION	ESTIMATED QUANTITIES		UNIT PRICE		TOTAL
1	REIMBURSEMENT OF THIRD PARTY DAMAGE	1.00 EST	\$	1.00	\$	1.00
2	SPCC PLAN	1.00 LS	\$	1,200.00	\$	1,200.00
3	MOBILIZATION	1.00 LS	\$	6,700.00	\$	6,700.00
4	PROJECT TEMPORARY TRAFFIC CONTROL	1.00 LS	\$	16,500.00	\$	16,500.00
5	SEQUENTIAL ARROW SIGNS	200.00 HR	\$	3.60	\$	720.00
6	PORTABLE CHANGEABLE MESSAGE SIGN	380.00 HR	\$	9.10	\$	3,458.00
7	REMOVAL OF STRUCTURE AND OBSTRUCTION	1.00 LS	\$	3,000.00	\$	3,000.00
8	REMOVE EXISTING CURB	20.00 LF	\$	60.00	\$	1,200.00
9	REMOVE CEMENT CONCRETE SIDEWALK AND DRIVEWAY	45.00 SY	\$	60.00	\$	2,700.00
10	SAWCUTTING CURB	2.00 EA	\$	120.00	\$	240.00
11	SAWCUTTING RIGID PAVEMENT	740.00 LFI	\$	2.40	\$	1,776.00
12	SAWCUTTING FLEXIBLE PAVEMENT	60.00 LFI	\$	2.40	\$	144.00

13	CSTC FOR SIDEWALK AND DRIVEWAYS	2.50 CY	\$	288.00	\$	720.00
14	COMMERCIAL HMA	1.50 TON	\$	1,440.00	\$	2,160.00
15	PAVEMENT REPAIR EXCAVATION INCL. HAUL	4.00 SY	\$	240.00	\$	960.00
16	CLEANING EXISTING DRAINAGE STRUCTURE	1.00 EA	\$	900.00	\$	900.00
17	ESC LEAD	1.00 LS	\$	1,380.00	\$	1,380.00
18	INLET PROTECTION	1.00 EA	\$	325.00	\$	325.00
19	CEMENT CONCRETE CURB	20.00 LF	\$	120.00	\$	2,400.00
20	CLASSIFICATION AND PROTECTION OF SURVEY MONUMENTS	1.00 LS	\$	3,000.00	\$	3,000.00
21	REFERENCE AND REESTABLISH SURVEY MONUMENT	1.00 EA	\$	1,800.00	\$	1,800.00
22	CEMENT CONCRETE SIDEWALK	45.00 SY	\$	120.00	\$	5,400.00
23	TRAFFIC SIGNAL SYSTEM RETROFIT, ERMINA & GREENE	1.00 LS	\$	32,550.00	\$	32,550.00
24	SIGNING, PERMANENT - CONTRACTOR MANUFACTURED SIGNS	1.00 LS	\$	900.00	\$	900.00
Schedule A-3 Subtotal					\$	<u>90,134.00</u>
Summary of Bid Items					Bid Total	\$ <u>90,134.00</u>



Agenda Sheet for City Council Meeting of:

08/02/2021

Date Rec'd	7/2/2021
Clerk's File #	OPR 2018-0591
Renews #	

Submitting Dept	WASTEWATER MANAGEMENT	Cross Ref #	
Contact Name/Phone	RAYLENE 625-7901	Project #	
Contact E-Mail	RGENNETT@SPOKANECITY.ORG	Bid #	4310-335-2018
Agenda Item Type	Contract Item	Requisition #	RE 19870
Agenda Item Name	4310 SEWER PIPE ROOT CONTROL RENEWAL		

Agenda Wording

Renewal of existing contract with Duke's Root Control, Inc. (Syracuse, NY) for two years not to exceed \$50,000.00 annually plus tax.

Summary (Background)

PW ITB #4310-335-2018 for application of a root control agent to the City's sanitary sewer system closed to bidding on August 24, 2018. One bid was received. Business was correspondingly awarded to Duke's Root Control, Inc. for one year as the low responsive, responsible bidder. The resulting contract has twice been renewed annually at no change in cost; this two-year renewal will exhaust the remaining renewal options while maintaining the original 2018 bid prices. The product used in this

Lease? NO	Grant related? NO	Public Works? YES
Fiscal Impact		Budget Account
Expense \$ 50,000.00		# 4310-43100-35148-54201-99999
Select \$		#
Select \$		#
Select \$		#

Approvals		Council Notifications	
Dept Head	LOWDON, MICHAEL	Study Session\Other	Finance & Admin
Division Director	FEIST, MARLENE	Council Sponsor	CP Beggs
Finance	ALBIN-MOORE, ANGELA	Distribution List	
Legal	ODLE, MARI	Braden Boyko - braden@dukes.com	
For the Mayor	ORMSBY, MICHAEL	sjohnson@spokanecity.org	
Additional Approvals		jmontague@spokanecity.org	
Purchasing	PRINCE, THEA	mlowdon@spokanecity.org	
		seweraccounting@spokanecity.org	
		aduffey@spokanecity.org	
		Taxes & Licenses	



Continuation of Wording, Summary, Budget, and Distribution

Agenda Wording

Summary (Background)

service is registered with the U.S. Environmental Protection Agency (EPA) and has been determined to be non-carcinogenic and not a risk concern to the Agency. Duke's has indicated no suspicion of Polychlorinated Biphenyls (PCBs) as consistent with SMC 7.06.172(B).

Fiscal Impact

Select \$

Select \$

Budget Account

#

#

Distribution List

Briefing Paper

Finance & Administration Committee

Division & Department:	Public Works, 4310 Wastewater Maintenance
Subject:	Sewer Pipe Root Control Renewal
Date:	19 July 2021
Author (email & phone):	Mike Lowdon, mlowdon@spokanecity.org, 625-7909
City Council Sponsor:	Council President Breean Beggs
Executive Sponsor:	Marlene Feist, Director – Public Works
Committee(s) Impacted:	PIES
Type of Agenda item:	<input checked="" type="checkbox"/> Consent <input type="checkbox"/> Discussion <input type="checkbox"/> Strategic Initiative
Alignment: (link agenda item to guiding document – i.e., Master Plan, Budget, Comp Plan, Policy, Charter, Strategic Plan)	Funding for these services is available in the Water & Hydroelectric Services' department budget.
Strategic Initiative:	Innovative Infrastructure, Safe & Healthy
Deadline:	This contract is needed to support annual maintenance of the City's sewer pipe system.
Outcome: (deliverables, delivery duties, milestones to meet)	This contract will support these services as requested by department personnel at no change in cost from the original 2018 bid price for the next two years.
<p><u>Background/History:</u> Public Works Invitation for Bids #4310-335-2018 for application of a root control agent to sanitary sewer lines, access rings and covers, and catch basins closed to bidding on August 24, 2018. One bid was received. Business was correspondingly awarded to Duke's Root Control, Inc. for one year as the low responsive, responsible bidder. The resulting contract has twice been renewed annually at no change in cost; this two-year renewal will exhaust the remaining renewal options while maintaining the original bid prices.</p> <p>The product used in this service is registered with the U.S. Environmental Protection Agency (EPA) and has been determined to be non-carcinogenic and not a risk concern to the Agency. Duke's has indicated no suspicion of Polychlorinated Biphenyls (PCBs) as consistent with SMC 7.06.172(B).</p>	
<p><u>Executive Summary:</u></p> <ul style="list-style-type: none"> • Renewal of existing contract with Duke's Root Control, Inc. (Syracuse, NY) not to exceed \$50,000.00 annually plus tax • Two-year contract renewal, no renewal options remain • PW ITB #4310-335-2018 Sewer Pipe Root Control 	
<p><u>Budget Impact:</u></p> <p>Approved in current year budget? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No</p> <p>Annual/Reoccurring expenditure? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p> <p>If new, specify funding source: N/A</p> <p>Other budget impacts: None</p>	
<p><u>Operations Impact:</u></p> <p>Consistent with current operations/policy? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No</p> <p>Requires change in current operations/policy? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p> <p>Specify changes required: None</p> <p>Known challenges/barriers: None</p>	



City of Spokane

CONTRACT RENEWAL #3 of 3

Title: Sewer Pipe Chemical Root Control

This Contract Renewal is made and entered into by and between the **City of Spokane** as ("City"), a Washington municipal corporation, and **DUKE'S ROOT CONTROL, INC.**, whose address is 1020 Hiawatha Blvd. West, Syracuse, New York 13204 as ("Contractor"), individually hereafter referenced as a "party", and together as the "parties".

WHEREAS, the parties entered into a Contract wherein the Contractor agreed to perform Sewer Pipe Chemical Root Control for the City; and

WHEREAS, the original Contract allowed for four (4) years' worth of contract renewals and the parties wish to renew for the final two (2) years by this written Contract Renewal document; and

-- NOW, THEREFORE, in consideration of these terms, the parties mutually agree as follows:

1. CONTRACT DOCUMENTS.

The original Contract, dated September 25, 2018, any previous amendments, renewals and / or extensions / thereto, are incorporated by reference into this document as though written in full and shall remain in full force and effect except as provided herein.

2. EFFECTIVE DATE.

This Contract Renewal shall become effective on August 15, 2021 and end August 14, 2023.

3. COMPENSATION.

The City shall pay an estimated maximum annual cost not to exceed **FIFTY THOUSAND AND 00/100 DOLLARS (\$50,000.00)** for everything furnished and done under this Contract Renewal. This is the maximum amount to be paid under this Renewal and shall not be exceeded without the prior written authorization of the City, memorialized with the same formality as the original Contract and this Renewal document.

4. DEBARMENT AND SUSPENSION.

The Contractor has provided its certification that it is in compliance with and shall not contract with individuals or organizations which are debarred, suspended, or otherwise excluded from or ineligible from participation in Federal Assistance Programs under Executive Order 12549 and "Debarment and Suspension", codified at 29 CFR part 98.

IN WITNESS WHEREOF, in consideration of the terms, conditions and covenants contained, or attached and incorporated and made a part, the parties have executed this Contract Renewal by having legally binding representatives affix their signatures below.

DUKE'S ROOT CONTROL, INC.

By _____
Signature Date

Type or Print Name

Title

CITY OF SPOKANE

By _____
Signature Date

Type or Print Name

Title

Approved as to form:

Assistant City Attorney

Attest:

City Clerk

Attachments that are part of this Agreement:

Attachment A - Certificate of Debarment

ATTACHMENT A

CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION

1. The undersigned (i.e., signatory for the Subrecipient / Contractor / Consultant) certifies, to the best of its knowledge and belief, that it and its principals:
 - a. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal department or agency;
 - b. Have not within a three-year period preceding this contract been convicted or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or contract under a public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, receiving stolen property, making false claims, or obstruction of justice;
 - c. Are not presently indicted or otherwise criminally or civilly charged by a government entity (federal, state, or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and,
 - d. Have not within a three-year period preceding this contract had one or more public transactions (federal, state, or local) terminated for cause or default.
2. The undersigned agrees by signing this contract that it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction.
3. The undersigned further agrees by signing this contract that it will include the following clause, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions:

Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – Lower Tier Covered Transactions

1. The lower tier contractor certified, by signing this contract that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency.
 2. Where the lower tier contractor is unable to certify to any of the statements in this contract, such contractor shall attach an explanation to this contract.
4. I understand that a false statement of this certification may be grounds for termination of the contract.

<hr/> Name of Subrecipient / Contractor / Consultant (Type or Print)	<hr/> Program Title (Type or Print)
<hr/> Name of Certifying Official (Type or Print)	<hr/> Signature
<hr/> Title of Certifying Official (Type or Print)	<hr/> Date (Type or Print)



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

6/25/2021

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

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

PRODUCER Krauter & Company 1330 Lake Robbins Drive Suite 405 The Woodlands NY 77380	CONTACT NAME: PHONE (A/C, No. Ext): E-MAIL ADDRESS: FAX (A/C, No):
INSURED Duke's Root Control, Inc. 1020 Hiawatha Blvd. West Syracuse, NY 13204	INSURER(S) AFFORDING COVERAGE INSURER A: Everest Indemnity Insurance Company INSURER B: Starr Indemnity & Liability Company INSURER C: INSURER D: INSURER E: INSURER F:

COVERAGES**CERTIFICATE NUMBER:** 230723569**REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:			EF4ML06445-211	6/30/2021	6/30/2022	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 25,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 Professional Liab. \$ 1,000,000
B	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY			1000635722211	6/30/2021	6/30/2022	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$			EF4CU01484-211	6/30/2021	6/30/2022	EACH OCCURRENCE \$ 10,000,000 AGGREGATE \$ 10,000,000 \$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y / N <input checked="" type="checkbox"/> N	N / A	1000003761	6/30/2021	6/30/2022	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
A	Pollution Legal			EF4ML06445-211	6/30/2021	6/30/2022	Products Pollution 1,000,000 Contractors Pollution 1,000,000 Site Pollution 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER**CANCELLATION**City of Spokane
909 E Sprague Ave.
Spokane WA 99202

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

AUTHORIZED REPRESENTATIVE

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< **Business Lookup**

License Information:

[New search](#) [Back to results](#)

Entity name: DUKE'S ROOT CONTROL, INC.

Business name: DUKE'S ROOT CONTROL, INC.

Entity type: [Profit Corporation](#)

UBI #: 602-226-097

Business ID: 001

Location ID: 0001

Location: Active

Location address: 1020 HIAWATHA BLVD W
SYRACUSE NY 13204

Mailing address: 1020 HIAWATHA BLVD W
SYRACUSE NY 13204-1118

Excise tax and reseller permit status:


[Click here](#)

Secretary of State status:

[Click here](#)

Endorsements

Endorsements held at this lo	License #	Count	Details	Status	Expiration da	First issuance
Kirkland General Business - Non-Resident	OBL28761			Active	Aug-31-2021	Sep-09-2018
Mercer Island General Business - Non-Resident	210507			Active	May-31-2022	May-04-2021
Pesticide Dealer				Active	Aug-31-2021	May-30-2018
Spokane General Business - Non-Resident				Active	Aug-31-2021	Sep-06-2018

Governing People *May include governing people not registered with Secretary of State*

Governing people	Title
BOYKO, BRADEN	
BRIDGNELL, CHRIS	
FISHBUNE, MATTHEW	



Governing people	Title
HEFFRON, LYNN	
HOGAN, MIKE	

Registered Trade Names

Registered trade names	Status	First issued
DUKE'S ROOT CONTROL, INC.	Active	Jan-17-2003

The Business Lookup information is updated nightly. Search date and time: 7/8/2021 11:21:13 AM

Contact us

How are we doing?
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Don't see what you expected?
Check if your browser is supported

Check if your browser is supported



**Agenda Sheet for City Council Meeting of:**

08/02/2021

Date Rec'd

7/19/2021

Clerk's File #

OPR 2021-0501

Renews #**Submitting Dept**

FACILITIES MANAGEMENT

Cross Ref #**Contact Name/Phone**

JEFF TEAL X6533

Project #**Contact E-Mail**

JTEAL@SPOKANECITY.ORG

Bid #**Agenda Item Type**

Contract Item

Requisition #

CR22769

Agenda Item Name

5900 - CONTRACT FOR INTERMODAL LANDSCAPING

Agenda Wording

The first CPTED project is a landscaping improvement project. Bids were received on June 16, 2021. The successful bidder is Wall and Company, LLC. The cost of the landscaping improvements is \$76,539.80, including sales tax.

Summary (Background)

With a recent brush fire near the corner of Sprague/Browne (corner of the Intermodal Complex), and the CPTED recommendations, the City desires to make a variety of landscaping, fencing, signage, and lighting improvements that will improve the safety of this facility. The funding for this contract are the CPTED monies earmarked from the remaining proceeds from the sale of the Normandie complex.

Lease? NO

Grant related? NO

Public Works? YES

Fiscal Impact**Budget Account**

Expense \$ 76,539.80

5901-49854-94000-56314-89006

Select \$

#

Select \$

#

Select \$

#

Approvals**Council Notifications****Dept Head**

TEAL, JEFFREY

Study Session\Other

F&A 7-19-2021

Division Director

WALLACE, TONYA

Council Sponsor

CM Kinnear

Finance

BUSTOS, KIM

Distribution List**Legal**

ODLE, MARI

twallace@spokanecity.org; jteal@spokanecity.org

For the Mayor

ORMSBY, MICHAEL

dsteele@spokanecity.org; kbustos@spokanecity.org

Additional Approvals

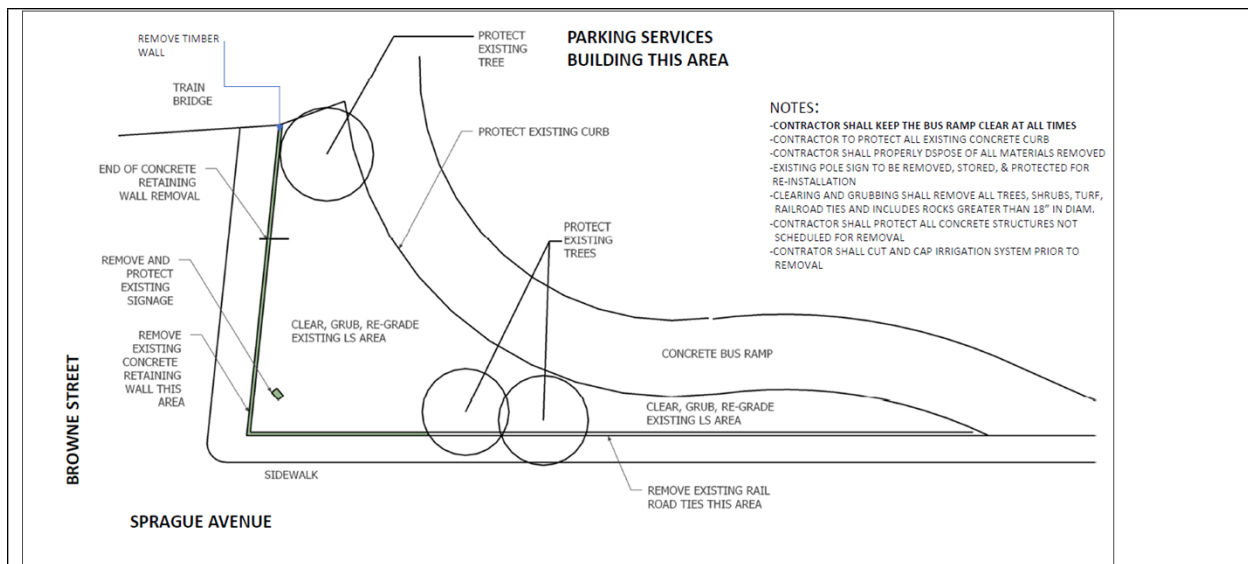
ablain@spokanecity.org

Purchasing

Briefing Paper

Finance and Administration Committee

Division & Department:	Finance – Facilities Management
Subject:	CPTED Intermodal Landscaping Contract
Date:	07/01/2021
Contact (email & phone):	Dave Steele, dsteele@spokanecity.org, X 6064
City Council Sponsor:	CM Lori Kinnear
Executive Sponsor:	Tonya Wallace
Committee(s) Impacted:	Public Safety, Finance & Administration
Type of Agenda item:	<input type="checkbox"/> Consent <input checked="" type="checkbox"/> Discussion <input type="checkbox"/> Strategic Initiative
Alignment: (link agenda item to guiding document – i.e., Master Plan, Budget, Comp Plan, Policy, Charter, Strategic Plan)	
Strategic Initiative:	Strategic Investment
Deadline:	
Outcome: (deliverables, delivery duties, milestones to meet)	Approve contact
<p><u>Background/History:</u></p> <p>In September 2019, Spokane Police Department provided a Crime Prevention Through Environmental Design (CPTED) audit of the area surrounding the Intermodal Facility (221 W First Ave/201 W Sprague) and found that drug activity and other offenses prevalent in the existing landscape area.</p> <p>The following elements are recommended CPTED improvements based on the audit from 2 years ago:</p> <p>Access Control— It is recommended that security fencing be installed and be at least 6” in height. Surveillance—It is recommended that overgrown shrubs and trees along the perimeter be removed. Territorial Reinforcement— Redesign the area, such as additional signage and security cameras, to clearly show that the space is owned and occupied. Lighting—It is recommended that additional LED lighting be installed.</p> <p>The first CPTED project is a landscaping improvement project at the corner of Browne and Sprague—the location of a brush fire earlier in the year. The project shall include the following improvements:</p> <ul style="list-style-type: none"> • Remove the existing railroad ties that form a low retaining wall along Sprague. • Remove the existing concrete retaining wall along Sprague/Browne. • A new concrete retaining wall will be poured adjacent to the railroad bridge. • Remove all existing plant material—existing trees will be protected and limbed up. • Area will be regraded to slope evenly to the back of the sidewalk. • 70 new shrubs will be planted & irrigated and the area will be covered with basalt cobble. 	



Bids were received on June 16, 2021. The successful bidder is Wall and Company, LLC. The cost of the landscaping improvements is \$76,539.80, including sales tax.

Executive Summary:

With a recent brush fire near the corner of Sprague/Browne (corner of the Intermodal Complex), and the CPTED recommendations, the City desires to make a variety of landscaping, fencing, signage, and lighting improvements that will improve the safety of this facility.

The first CPTED project is a landscaping improvement project. Bids were received on June 16, 2021. The successful bidder is Wall and Company, LLC. The cost of the landscaping improvements is \$76,539.80, including sales tax.

The funding for this contract are the CPTED monies earmarked from the remaining proceeds from the sale of the Normandie complex. The SBO was briefed at the June 21, 2021 Finance & Administration Committee and is expected to be on the July 12, 2021 consent agenda.

Budget Impact:

Approved in current year budget? ☐ Yes ☒ No ☐ N/A

Annual/Reoccurring expenditure? ☐ Yes ☒ No ☐ N/A

If new, specify funding source:

Other budget impacts: (revenue generating, match requirements, etc.)

Operations Impact:

Consistent with current operations/policy? ☒ Yes ☐ No ☐ N/A

Requires change in current operations/policy? ☐ Yes ☒ No ☐ N/A

Specify changes required:

Known challenges/barriers:



City of Spokane

PUBLIC WORKS AGREEMENT

Title: **INTERMODAL LANDSCAPE**

This Agreement is made and entered into by and between the **CITY OF SPOKANE** as ("City"), a Washington municipal corporation, and **WALL AND COMPANY, LLC**, whose address is 18512 East Bow Avenue, Spokane Valley, Washington 99016 as ("Contractor"), individually hereafter referenced as a "party", and together as the "parties".

WHEREAS, the purpose of this Contract is to perform Intermodal Landscape; and

WHEREAS, the Contractor has been selected through an RFB 21-106 issued by the City.

NOW, THEREFORE, in consideration of the terms, conditions, covenants and performance of the Scope of Work contained herein, the City and Contractor mutually agree as follows:

1. TERM OF AGREEMENT.

This Contract shall begin on July 1, 2021 and shall end on December 31, 2021, unless amended by written agreement or terminated earlier under the provisions.

2. SCOPE OF WORK.

The Contractor's General Scope of Work for this Contract is described in the Request for Bid, attached as Exhibit C. The Contractor will do all work, furnish all labor, materials, tools, construction equipment, transportation, supplies, supervision, organization and other items of work and costs necessary for the proper execution and completion of the work described in the specifications entitled **Intermodal Landscape** and the associated Scope of Work and the specifications referenced therein.

The Work is subject to City review and approval. The Contractor shall confer with the City periodically, and prepare and present information and materials (e.g., detailed outline of completed Work) requested by the City to determine the adequacy of the Work or Contractor's progress.

3. COMPENSATION / PAYMENT.

Total compensation for Contractor's services under this Contract shall be a maximum amount not to exceed **SEVENTY THOUSAND TWO HUNDRED TWENTY AND NO/100 DOLLARS (\$70,220.00)**, not including applicable tax, unless modified by a written amendment to this Contract. This is the maximum amount to be paid under this Contract for the work described in Section 2 above, and shall not be exceeded without the prior written authorization of the City in the form of an executed amendment to this Contract.

The Contractor will send its applications for payment to the City of Spokane Facilities

Management Department, Second Floor, City Hall, 808 West Spokane Falls Boulevard, Spokane, Washington 99201. All invoices should include the City Clerk's File No. "OPR XXXX-XXXX" and an approved L & I Intent to Pay Prevailing Wage number. The final invoice should include an approved Affidavit of Wages Paid number. Payment will not be made without this documentation included on the invoice.

4. CONTRACT DOCUMENTS.

The contract documents are this Contract, the Contractor's completed bid proposal form, contract provisions, contract plans, standard specifications, standard plans, addenda, various certifications and affidavits, supplemental agreements, change orders, and subsurface boring logs (if any). Federal and state requirements and the terms of this Contract, respectively, supersede other inconsistent provisions. These contract documents are on file in the City of Spokane Facilities Management Department, and are incorporated into this Contract by reference, as if they were set forth at length.

5. STATEMENT OF INTENT TO PAY PREVAILING WAGES TO BE POSTED.

The Contractor and each subcontractor required to pay the prevailing rate of wages shall post in a location readily visible at the job site: (1) a copy of a "Statement of Intent to Pay Prevailing Wages" approved by the industrial statistician of the Washington State Department of Labor and Industries (L & I); and (2) the address and telephone number of the industrial statistician of the Department of Labor and Industries where a complaint or inquiry concerning prevailing wages may be made.

6. STATE PREVAILING WAGES.

The Contractor and all subcontractors will submit a "Statement of Intent to Pay Prevailing Wages" certified by the industrial statistician of the Department of Labor and Industries, prior to any payments. The "Statement of Intent to Pay Prevailing Wages" shall include: (1) the Contractor's registration number; and (2) the prevailing wages under RCW 39.12.020 and the number of workers in each classification. Each voucher claim submitted by the Contractor for payment on a project estimate shall state that the prevailing wages have been paid in accordance with the "Statement(s) of Intent to Pay Prevailing Wages" on file with the City. Prior to the payment of funds held under RCW 60.28, the Contractor and subcontractors must submit an "Affidavit of Wages Paid" certified by the industrial statistician.

7. RETAINAGE IN LIEU OF BOND.

The Contractor may not commence work until it obtains all insurance, permits and bonds required by the contract documents and applicable law. In lieu of a one hundred percent (100%) payment/performance bond, in accord with RCW 39.08.010, the City shall retain ten percent (10%) of the contract sum for thirty (30) days after date of final acceptance or until receipt of required releases and settlement of any liens filed under Chapter 60.28 RCW, whichever is later.

8. PUBLIC WORKS REQUIREMENTS.

The Contractor and each subcontractor are required to fulfill the Department of Labor and Industries Public Works and Prevailing Wage Training Requirement under RCW 39.04.350. The contractor must verify responsibility criteria for each first tier subcontractor, and a subcontractor of any tier that hires other subcontractors must verify the responsibility criteria listed in RCW 39.04.350(1) for each of its subcontractors. Verification shall include that each subcontractor, at the time of subcontract execution, meets the responsibility criteria. This verification requirement, as well as responsibility criteria, must be included in every public works contract and subcontract of every tier.

9. TAXES, FEES AND LICENSES.

- A. Contractor shall pay and maintain in current status, all necessary licenses, fees, assessments, permit charges, etc. necessary to conduct the work included under this

Contract. It is the Contractor's sole responsibility to monitor and determine changes or the enactment of any subsequent requirements for said fees, assessments, or changes and to immediately comply.

- B. The cost of any permits, licenses, fees, etc. arising as a result of the projects included in this Contract shall be included in the project budgets.

10. CITY OF SPOKANE BUSINESS LICENSE.

Section 8.01.070 of the Spokane Municipal Code states that no person may engage in business with the City without first having obtained a valid annual business registration. The Contractor shall be responsible for contacting the State of Washington Business License Services at www.dor.wa.gov or 360-705-6741 to obtain a business registration. If the Contractor does not believe it is required to obtain a business registration, it may contact the City's Taxes and Licenses Division at (509) 625-6070 to request an exemption status determination.

11. SOCIAL EQUITY REQUIREMENTS / NON-DISCRIMINATION.

No individual shall be excluded from participation in, denied the benefit of, subjected to discrimination under, or denied employment in the administration of or in connection with this Contract because of age, sex, race, color, religion, creed, marital status, familial status, sexual orientation including gender expression or gender identity, national origin, honorably discharged veteran or military status, the presence of any sensory, mental or physical disability, or use of a service animal by a person with disabilities. The Contractor agrees to comply with, and to require that all subcontractors comply with, federal, state and local nondiscrimination laws, including but not limited to: the Civil Rights Act of 1964, the Rehabilitation Act of 1973, the Age Discrimination in Employment Act, and the American's With Disabilities Act, to the extent those laws are applicable.

13. DEBARMENT AND SUSPENSION.

The Contractor has provided its certification that it is in compliance with and shall not contract with individuals or organizations which are debarred, suspended, or otherwise excluded from or ineligible from participation in Federal Assistance Programs under Executive Order 12549 and "Debarment and Suspension", codified at 29 CFR part 98.

14. INDEMNIFICATION.

The Contractor agrees to defend, indemnify and hold the City harmless from any and all claims, demands, losses and liabilities to or by third parties arising from, resulting from or connected with Work performed or to be performed under this Contract by Contractor, its agents or employees to the fullest extent permitted by law. Contractor's duty to indemnify the City shall not apply to liability for damages arising out of bodily injury to persons or damage to property caused by or resulting from the sole negligence of the City, its agents or employees. Contractor's duty to indemnify the City for liability for damages arising out of bodily injury to persons or damage to property caused by or resulting from the concurrent negligence of (a) the City or its agents or employees, and (b) Contractor or agents or employees, shall apply only to the extent of negligence of the Contractor or its agents or employees. Contractor's duty to defend, indemnify and hold the City harmless shall include, as to all claims, demands, losses and liability to which it applies, the City's personnel related costs, reasonable attorneys' fees, court costs and all other claim related expenses. The Contractor specifically assumes potential liability for actions brought by the Contractor's own employees against the City and, solely for the purpose of this indemnification and defense, the Contractor specifically waives any immunity under the state industrial insurance law, or Title 51 RCW. The Contractor recognizes that this waiver was specifically entered into pursuant to the provisions of RCW 4.24.115 and was the subject of mutual negotiation. The indemnification provided for in this section shall survive any termination or expiration of this Contract.

15. INSURANCE.

During the period of the Contract, the Contractor shall maintain in force at its own expense, each insurance noted below with companies or through sources approved by the State Insurance Commissioner pursuant to Title 48 RCW:

- A. **Worker's Compensation Insurance** in compliance with RCW 51.12.020, which requires subject employers to provide workers' compensation coverage for all their subject workers and Employer's Liability Insurance in the amount of \$1,000,000;
- B. **General Liability Insurance** on an occurrence basis, with a combined single limit of not less than \$1,000,000 each occurrence for bodily injury and property damage. It shall include contractual liability coverage for the indemnity provided under this Contract. It shall provide that the City, its officers and employees are additional insureds but only with respect to the Contractor's services to be provided under this Contract;
 - i. Acceptable **supplementary Umbrella insurance** coverage combined with Company's General Liability insurance policy must be a minimum of \$1,500,000, in order to meet the insurance coverage limits required in this Contract; and
- C. **Automobile Liability Insurance** with a combined single limit, or the equivalent of not less than \$1,000,000 each accident for bodily injury and property damage, including coverage for owned, hired and non-owned vehicles; and
- C. **Property Insurance** if materials and supplies are furnished by the Contractor. The amount of the insurance coverage shall be the value of the materials and supplies of the completed value of improvement. Hazard or XCU (explosion, collapse, underground) insurance should be provided if any hazard exists.

There shall be no cancellation, material change, reduction of limits or intent not to renew the insurance coverage(s) without sixty (60) days written notice from the Consultant or its insurer(s) to the City. As evidence of the insurance coverage(s) required by this Agreement, the Consultant shall furnish acceptable Certificates of Insurance (COI) to the City at the time it returns this signed Agreement. The certificate shall specify the City of Spokane as "Additional Insured" specifically for Consultant's services under this Agreement, as well as all of the parties who are additional insureds, and include applicable policy endorsements, the sixty (60) day cancellation clause, and the deduction or retention level. The Consultant shall be financially responsible for all pertinent deductibles, self-insured retentions, and/or self-insurance.

16. SUBCONTRACTOR RESPONSIBILITY.

- A. The Contractor must verify responsibility criteria for each first tier subcontractor, and a subcontractor of any tier that hires other subcontractors must verify responsibility criteria for each of its subcontractors. Verification shall include that each subcontractor, at the time of subcontract execution, meets the responsibility criteria listed in RCW 39.04.350. The responsibility criteria are listed in the request for bids document. The Contractor shall include the language of this section in each of its first tier subcontracts, and shall require each of its subcontractors to include the same language of this section in each of their subcontracts, adjusting only as necessary the terms used for the contracting parties. Upon request of the City, the Contractor shall promptly provide documentation to the City demonstrating that the subcontractor meets the subcontractor responsibility criteria below. The requirements of this section apply to all subcontractors regardless of tier.
- B. At the time of subcontract execution, the Contractor shall verify that each of its first tier subcontractors meets the following bidder responsibility criteria:

1. Have a current certificate of registration in compliance with chapter 18.27 RCW, which must have been in effect at the time of subcontract bid submittal;
2. Have a current Washington Unified Business Identifier (UBI) number;
3. If applicable, have:
 - a. Have Industrial Insurance (workers' compensation) coverage for the subcontractor's employees working in Washington, as required in Title 51 RCW;
 - b. A Washington Employment Security Department number, as required in Title 50 RCW;
 - c. A Washington Department of Revenue state excise tax registration number, as required in Title 82 RCW;
 - d. An electrical contractor license, if required by Chapter 19.28 RCW;
 - e. An elevator contractor license, if required by Chapter 70.87 RCW.
4. Not be disqualified from bidding on any public works contract under RCW 39.06.010 or 39.12.065 (3).

17. INDEPENDENT CONTRACTOR.

The Contractor is an independent Contractor. This Contract does not intend the Contractor to act as a City employee. The City has neither direct nor immediate control over the Contractor nor the right to control the manner or means by which the Contractor works. Neither the Contractor nor any Contractor employee shall be an employee of the City. This Contract prohibits the Contractor to act as an agent or legal representative of the City. The Contractor is not granted express or implied rights or authority to assume or create any obligation or responsibility for or in the name of the City, or to bind the City. The City is not liable for or obligated to pay sick leave, vacation pay, or any other benefit of employment, nor to pay social security or other tax that may arise from employment. The Contractor shall pay all income and other taxes as due.

18. ASSIGNMENT AND SUBCONTRACTING.

The Contractor shall not assign or subcontract its obligations under this Contract without the City's written consent, which may be granted or withheld in the City's sole discretion. Any subcontract made by the Contractor shall incorporate by reference this Contract, except as otherwise provided. The Contractor shall ensure that all subcontractors comply with the obligations and requirements of the subcontract. The City's consent to any assignment or subcontract does not release the Contractor from liability or any obligation within this Contract, whether before or after City consent, assignment or subcontract.

19. TERMINATION.

Either party may terminate this Contract, with or without cause, by ten (10) days written notice to the other party. In the event of such termination, the City shall pay the Contractor for all work previously authorized and performed prior to the termination date.

20. STANDARD OF PERFORMANCE.

The standard of performance applicable to Contractor's services will be the degree of skill and diligence normally employed by professional contractors in the region performing the same or similar Contracting services at the time the work under this Contract are performed.

21. ANTI KICK-BACK.

No officer or employee of the City of Spokane, having the power or duty to perform an official act or action related to this Contract shall have or acquire any interest in the Contract, or have solicited, accepted or granted a present or future gift, favor, service or other thing of value from or to any person involved in this Contract.

22. CONSTRUAL.

The Contractor acknowledges receipt of a copy of the Contract documents and agrees to comply with them. The silence or omission in the Contract documents concerning any detail required for the proper execution and completion of the work means that only the best general practice is to prevail and that only material and workmanship of the best quality are to be used. This Contract shall be construed neither in favor of nor against either party.

23. CONTRACTOR'S ACKNOWLEDGEMENT AND WARRANTY.

The Contractor acknowledges that it has visited the site of the work, has examined it, and is qualified to perform the work required by this Contract.

The Contractor guarantees and warranties all work, labor and materials under this Contract shall be in accord with the Contract documents. If any unsatisfactory condition or defect develops within that time, the Contractor will immediately place the work in a condition satisfactory to the City and repair all damage caused by the condition or defect. The Contractor will repair or restore to the City's satisfaction, in accordance with the contract documents and at its expense, all property damaged by his performance under this Contract. This warranty is in addition to any manufacturers' or other warranty in the Contract documents.

24. MISCELLANEOUS PROVISIONS.

- A. **Amendments/Modifications:** The City may modify this Contract and order changes in the work whenever necessary or advisable. The Contractor will accept modifications when ordered in writing by the City, and the Contract time and compensation will be adjusted accordingly.
- B. The Contractor, at no expense to the City, shall comply with all laws of the United States and Washington, the Charter and ordinances of the City of Spokane; and rules, regulations, orders and directives of their administrative agencies and officers.
- C. This Contract shall be construed and interpreted under the laws of Washington. The venue of any action brought shall be in a court of competent jurisdiction, located in Spokane County, Washington.
- D. **Captions:** The titles of sections or subsections are for convenience only and do not define or limit the contents.
- E. **Severability:** If any term or provision is determined by a court of competent jurisdiction to be invalid or unenforceable, the remainder of this Contract shall not be affected, and each term and provision shall be valid and enforceable to the fullest extent permitted by law.
- F. **Waiver:** No covenant, term or condition or the breach shall be deemed waived, except by written consent of the party against whom the waiver is claimed, and any waiver of the breach of any covenant, term or condition shall not be deemed a waiver of any preceding or succeeding breach of the same or any other covenant, term of condition. Neither the acceptance by the City of any performance by the Contractor after the time the same shall have become due nor payment to the Contractor for any portion of the Work shall constitute a waiver by the City of the breach or default of any covenant, term or condition unless otherwise expressly agreed to by the City in writing.
- G. **Entire Agreement:** This document along with any exhibits and all attachments, and subsequently issued addenda, comprises the entire agreement between the City and the Contractor. If conflict occurs between Contract documents and applicable laws, codes, ordinances or regulations, the most stringent or legally binding requirement shall govern and be considered a part of this Contract to afford the City the maximum benefits.

- H. **No personal liability:** No officer, agent or authorized employee of the City shall be personally responsible for any liability arising under this Contract, whether expressed or implied, nor for any statement or representation made or in any connection with this Contract.
- I. Under Washington State Law (reference RCW Chapter 42.56, the *Public Records Act* [PRA]) all materials received or created by the City of Spokane in connection with this Agreement are **public records** and are available to the public for viewing via the City Clerk's Records (online) or a valid Public Records Request (PRR).

IN WITNESS WHEREOF, in consideration of the terms, conditions and covenants contained, or attached and incorporated and made a part, the parties have executed this Contract by having legally-binding representatives affix their signatures below.

WALL AND COMPANY, LLC

CITY OF SPOKANE

By _____
Signature Date

By _____
Signature Date

Type or Print Name

Type or Print Name

Title
Attest:

Title
Approved as to form:

City Clerk

Assistant City Attorney

Attachments that are part of this Agreement:

Exhibit A – Debarment Certification
Exhibit B – Certification of Compliance with Wage Payment Statutes
Exhibit C – Requests for Bids No. 21-106

EXHIBIT A

CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION

1. The undersigned (i.e., signatory for the Subrecipient / Contractor / Consultant) certifies, to the best of its actual knowledge and belief, that its officers and directors:
 - a. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal department or agency;
 - b. Have not within a three-year period preceding this contract been convicted or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or contract under a public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, receiving stolen property, making false claims, or obstruction of justice;
 - c. Are not presently indicted or otherwise criminally or civilly charged by a government entity (federal, state, or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and,
 - d. Have not within a three-year period preceding this contract had one or more public transactions (federal, state, or local) terminated for cause or default.
2. The undersigned agrees by signing this contract that it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction.
3. The undersigned further agrees by signing this contract that it will include the following clause, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions:

Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – Lower Tier Covered Transactions

1. The lower tier contractor certified, by signing this contract that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency.
 2. Where the lower tier contractor is unable to certify to any of the statements in this contract, such contractor shall attach an explanation to this contract.
4. I understand that a false statement of this certification may be grounds for termination of the contract.

<hr/> Name of Subrecipient / Contractor / Consultant (Type or Print)	<hr/> Program Title (Type or Print)
<hr/> Name of Certifying Official (Type or Print)	<hr/> Signature
<hr/> Title of Certifying Official (Type or Print)	<hr/> Date (Type or Print)



EXHIBIT B
**Certification of Compliance with Wage Payment
Statutes and Washington Department of Labor and
Industries Training Requirement**

The bidder hereby certifies that, within the three-year period immediately preceding the bid solicitation date (_____), the bidder is not a “willful” violator, as defined in RCW 49.48.082, of any provision of chapters 49.46, 49.48, or 49.52 RCW, as determined by a final and binding citation and notice of assessment issued by the Department of Labor and Industries or through a civil judgment entered by a court of limited or general jurisdiction. As of July 1, 2019, have fulfilled the Department of Labor and Industries’ Public Works and Prevailing Wage Training Requirement before bidding and/or performing work on public works projects under RCW 39.04.350 and RCW 39.06.020 by either of the following:

- 1) Received training on the requirements related to public works and prevailing wage under chapter RCW 39.04.350 and chapter 39.12; or
- 2) Be certified exempt by the Department of Labor and Industries by having completed three or more public work projects and have a had a valid business license in Washington for three or more years.

I certify under penalty of perjury under the laws of the State of Washington that the foregoing is true and correct.

Bidder’s Business Name

Signature of Authorized Official*

Printed Name

Title

Date

City

State

Check One:

Sole Proprietorship ☐ Partnership ☐ Joint Venture ☐ Corporation ☐

State of Incorporation, or if not a corporation, State where business entity was formed:

If a co-partnership, give firm name under which business is transacted:

** If a corporation, proposal must be executed in the corporate name by the president or vice-president (or any other corporate officer accompanied by evidence of authority to sign). If a co-partnership, proposal must be executed by a partner.*

EXHIBIT C



City of Spokane Invitation To Bid

BID

TO: CITY OF SPOKANE, WASHINGTON
PROJECT NAME: RFB 21-106 Intermodal Landscape

BIDDER'S DECLARATION. The undersigned bidder certifies that it has examined the site, read and understands the specifications for the above project, and agrees to comply with all applicable federal, state and local laws and regulations. The bidder is advised that by signature of this bid proposal it has acknowledged all bid requirements and signed all certificates contained herein.

BID OFFER. The price(s) listed in this bid proposal is tendered as an offer to furnish all labor, materials, equipment and supervision required to complete the proposed project in strict accordance with the contract documents. The bidder proposes to do the project at the following price:

BASE BID:	\$ 70,220	Alt 1 Description or Delete	
SALES TAX (8.9 %)	\$ 6,319.80	(Include Retail Sales Tax)	\$
TOTAL BASE BID PRICE:	\$ 76,539.80	Alt 2 Description or Delete	
TRENCH SAFETY SYSTEM, if excavation greater than four feet (4') deep:	\$ —	(Include Retail Sales Tax)	\$
		Alt 3 Description or Delete	
		(Include Retail Sales Tax)	\$

CONTRACTOR RESPONSIBILITY.

Washington State Contractor's Registration No. WALLCCL833L3
U.B.I. Number 604127072
Washington Employment Security Department Number 000-707005-00-2
Washington Excise Tax Registration Number 604127072 82-1726166
City of Spokane Business Registration Number 604127072
As of July 1, 2019, Contractor has fulfilled training requirement or is exempt from
L & I's Public Works Training Requirement under RCW 39.04.350 and RCW 39.06.020. (☒ YES) (☐ NO)

ADDENDA. The undersigned acknowledges receipt of addenda number(s) 0 and agrees that their requirements have been included in this bid proposal.

The firm agrees that its Bid will NOT be withdrawn for a minimum of forty five (45) calendar days after the stated submittal date.

For contracts up to \$150,000.00 including tax, the Contractor may request for ten percent (10%) retainage in lieu of bond.

(☒ YES) (☐ NO)

The undersigned Bidder hereby certifies that, within the three-year period immediately preceding the bid solicitation date for this Project, the bidder is not a "willful" violator, as defined in RCW 49.48.082, of any provision of chapters 49.46, 49.48, or 49.52 RCW, as determined by a final and binding citation and notice of assessment issued by the Department of Labor and Industries or through a civil judgment entered by a court of limited or general jurisdiction.

I certify (or declare) under penalty of perjury under the laws of the State of Washington that the foregoing is true and correct.

FIRM NAME: WALL AND COMPANY LLC

SIGNATURE: [Signature]

TITLE: Owner

PHONE: 509-270-5501

ADDRESS: 18512 E Bow Ave.



City of Spokane Invitation To Bid

SUBCONTRACTOR LIST OPTIONAL USE

PROJECT TITLE: RFB 21-106 Intermodal Landscape

PROPOSED SUBCONTRACTORS/SUPPLIERS TO BE USED ON THE PROJECT ARE: (USE ADDITIONAL PAGES IF NECESSARY)

CONTRACTOR/SUPPLIER Hahn Engineer

TYPE OF WORK/BID ITEM Engineer Concrete Retaining Wall

AMOUNT \$ 1,600

CONTRACTOR'S REGISTRATION NO. _____

CONTRACTOR/SUPPLIER Dundee Concrete and Landscape

TYPE OF WORK/BID ITEM Concrete Wall Install

AMOUNT \$ 10,800

CONTRACTOR'S REGISTRATION NO. _____

CONTRACTOR/SUPPLIER _____

TYPE OF WORK/BID ITEM Electrical work on the sign

AMOUNT \$ 5,400

CONTRACTOR'S REGISTRATION NO. _____

☐ NO SUBCONTRACTORS WILL BE USED ON THIS PROJECT

06/16/2021

Date

[Signature]
Signature of Authorized Representative



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
11/10/2020

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

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

PRODUCER J Praxel Insurance Agency, Inc 1507 S Grand Blvd Spokane, WA 99203	CONTACT NAME: Shela Styer PHONE (A/C, No, Ext): 509.624.7073 E-MAIL ADDRESS: Shela.Styer.NZZV@StateFarm.com FAX (A/C, No): 509.838.1651
	INSURER(S) AFFORDING COVERAGE INSURER A: State Farm Mutual Automobile Insurance Company INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:
INSURED WALL & COMPANY LLC 18512 E BOW AVE SPOKANE VLY WA 99016-9783	NAIC # 25178

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:						EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COM/OP AGG
A	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS ONLY	Y		370 5242-B10-47A	11/10/2020	02/10/2022	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)
	UMBRELLA LIAB EXCESS LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$						EACH OCCURRENCE AGGREGATE
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A				PER STATUTE OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Vehicle: 2002 Ford F150
VIN: 1FTRX18W52KE03903
Commercial Use Policy; includes snow removal

CERTIFICATE HOLDER

CANCELLATION

City of Spokane
808 W Spokane Falls Blvd
Spokane, WA 99201

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

AUTHORIZED REPRESENTATIVE

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CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

11/5/2020

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

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

PRODUCER		CONTACT	
Alpine Insurance		NAME: Brad Fitzgerald	
59 E. Queen Ave, Suite 112		PHONE (A/C, No, Ext): 509-325-7350	FAX (A/C, No):
		EMAIL ADDRESS: info@alpineinsuranceinc.com	
Spokane WA 99207		INSURER(S) AFFORDING COVERAGE	
		INSURER A: OHIO SECURITY INS CO	
		INSURER B:	
		INSURER C:	
		INSURER D:	
		INSURER E:	
		INSURER F:	
INSURED		NAIC #	
Wall And Company LLC		24082	
18512 E Bow Ave			
Spokane Valley WA 99016-9783			

COVERAGES**CERTIFICATE NUMBER:****REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDITIONAL INSURED	WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY	Y	Y	BKS62252130	10/27/2020	10/27/2021	EACH OCCURRENCE \$ 2,000,000
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000
	<input checked="" type="checkbox"/> SPC						MED EXP (Any one person) \$ 15,000
	PERSONAL & ADY INJURY \$ 2,000,000						
GEN'L AGGREGATE LIMIT APPLIES PER:							GENERAL AGGREGATE \$ 4,000,000
<input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC							PRODUCTS - COMP/OP AGG \$ 4,000,000
OTHER:							\$
AUTOMOBILE LIABILITY							COMBINED SINGLE LIMIT (Ea accident) \$
<input type="checkbox"/> ANY AUTO							BODILY INJURY (Per person) \$
<input type="checkbox"/> OWNED AUTOS ONLY							BODILY INJURY (Per accident) \$
<input type="checkbox"/> HIRED AUTOS ONLY							PROPERTY DAMAGE (Per accident) \$
<input type="checkbox"/> NON-OWNED AUTOS ONLY							\$
UMBRELLA LIAB							EACH OCCURRENCE \$
<input type="checkbox"/> EXCESS LIAB							AGGREGATE \$
<input type="checkbox"/> OCCUR							\$
<input type="checkbox"/> CLAIMS-MADE							\$
DED <input type="checkbox"/> RETENTION \$							\$
WORKERS COMPENSATION AND EMPLOYERS' LIABILITY							PER STATUTE <input type="checkbox"/> OTHER <input type="checkbox"/>
ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in WA)							E.L. EACH ACCIDENT \$ 1,000,000
If yes, describe under DESCRIPTION OF OPERATIONS below							E.L. DISEASE - EA EMPLOYEE \$ 1,000,000
							E.L. DISEASE - POLICY LIMIT \$ 2,000,000
A	Contractors Property/Inland Marine			BKS62252130	10/27/2020	10/27/2021	Total Limit 40,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Certificate Holder is included as an Additional Insured, if required by written contract or written agreement, as per endorsement CG8810, in respect to the operations of the named insured performed on their behalf.

CERTIFICATE HOLDER**CANCELLATION**

City of Spokane	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
808 W Spokane Falls Blvd	AUTHORIZED REPRESENTATIVE
Spokane WA 99201	Brad Fitzgerald

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ACORD 25 (2016/03)

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< Business Lookup

License Information:

[New search](#) [Back to results](#)

Entity name: WALL AND COMPANY LLC

Business name: WALL & COMPANY LLC

Entity type: Limited Liability Company

UBI #: 604-127-072

Business ID: 001

Location ID: 0001

Location: Active

Location address: 18512 E BOW AVE
SPOKANE VALLEY WA 99016-9783

Mailing address: 18512 E BOW AVE
SPOKANE VALLEY WA 99016-9783

Excise tax and reseller permit status: [Click here](#)

Secretary of State status: [Click here](#)

Endorsements

Endorsements held at this	License #	Count	Details	Status	Expiration date	First issuance
Liberty Lake General Business - Non-Resident				Active	May-31-2022	Jun-27-2017
Minor Work Permit				Active	May-31-2022	Jun-26-2017
Spokane General Business - Non-Resident				Active	May-31-2022	Jun-19-2017
Spokane Valley General Business				Active	May-31-2022	Jun-30-2017



Governing People May include governing people not registered with Secretary of State

Governing people	Title
KRUSE, ADAM	
WALL, DUSTI	
WALL, JOSHUA	

Registered Trade Names

Registered trade names	Status	First issued
WALL & COMPANY LLC	Active	Jun-19-2017

The Business Lookup information is updated nightly. Search date and time:
6/16/2021 1:27:45 PM

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**Agenda Sheet for City Council Meeting of:**

08/02/2021

Date Rec'd

7/20/2021

Clerk's File #

OPR 2021-0502

Renews #**Cross Ref #****Submitting Dept**DSC, CODE ENFORCEMENT &
PARKING SERVICES**Contact Name/Phone**KRIS BECKER (509) 625-
6392**Project #****Contact E-Mail**

KBECKER@SPOKANECITY.ORG

Bid #

RFP 5207-19

Agenda Item Type

Contract Item

Requisition #

VB

Agenda Item Name

MACKAY METERS, INC. FOR PAID PARKING EQUIPMENT

Agenda Wording

Contract with Mackay Meters, Inc. for Paid Parking Equipment to provide the City with Single and Dual space parking meters and support, up to \$664,000.

Summary (Background)

The City selected Mackay Meters, Inc. through RFP 5207-19, Paid Parking Equipment to provide single and dual space meters. Contract is for five years beginning August 1, 2021, with option to renew annually. The mkBeacon and mkBeacon 2Bay devices will increase efficiency for city staff, and customer satisfaction for the end user in the downtown core, where we have the most special events. These devices are solar powered and run entirely on renewable energy.

Lease? NO

Grant related? NO

Public Works? YES

Fiscal Impact

Expense \$ Unit-Priced

Select \$

Select \$

Select \$

Budget Account

5901-79221-94000-56401-99999

#

#

#

Approvals**Dept Head**

BECKER, KRIS

Division Director

BECKER, KRIS

Finance

ORLOB, KIMBERLY

Legal

ODLE, MARI

For the Mayor

ORMSBY, MICHAEL

Additional Approvals**Purchasing****Council Notifications****Study Session\Other**Urban Experience
7/12/2021**Council Sponsor**CM Stratton and CM
Kinnear**Distribution List**

james.mackay@mackaymeters.com (signer)

david.forbes@mackaymeters.com

darren.stroud@mackaymeters.com

korlob@spokanecity.org; jlargent@spokanecity.org

kbecker@spokanecity.org; jwest@spokanecity.org;

mwilliams@spokanecity.org; jray@spokanecity.org;



City of Spokane

CONTRACT

Title: **PAID PARKING EQUIPMENT**

THIS CONTRACT is between the **CITY OF SPOKANE**, a Washington State municipal corporation, as ("City"), and **MACKAY METERS, INC.**, whose address is 1342 Abercrombie Road, PO Box 338, New Glasgow, Nova Scotia, Canada B2H 5E3, as ("Company"), individually hereafter referenced as a "party", and together as the "parties".

The parties agree as follows:

1. **PERFORMANCE.** The Company will provide Paid Parking Equipment – Single-Dual Space Meters in accordance with the City's RFP No. 5207-19, attached as Exhibit B; Company's RFP Proposal, attached as Exhibit C; Company's Technical Compliance Requirements Response, attached as Exhibit D, Compliance Matrix, attached as Exhibit E, Service Level Agreement, attached as Exhibit F, Gateway Hosting Notification Service Agreement attached as Exhibit G, and Costs and Fees, attached as Exhibit H.

The option exists for MacKay Meters, Inc. to install single and dual space meters if agreed upon by both parties. Prevailing wage will be paid/rules followed for the installation part of the contract. City expect this amount to be less than \$14,000.

Installation is on pre-prepared locations. No civil work is included. Pole preparation, removal, hauling and recycling of existing single space meters is the responsibility of the City.

In addition to the attached, the Parties agree to the following:

ACCEPTANCE

Acceptance: The formal written acceptance by the City that all work, or a specific portion thereof, under the Contract has been satisfactorily completed, in accordance with the Acceptance criteria set out below.

General Acceptance Criteria, The Firm shall meet the following acceptance criteria for the Meters and related Services. Meters installed and operational fully functional for 30 days shall be deemed to be Accepted and the City will send written verification of which Meters are Accepted and which are not Accepted in each Batch. A delivered Batch will be considered "Not Accepted" if five percent of the Meters fail any of the conditions listed below. If the City determines a Batch

to be "Not Accepted," the Firm shall return the Batch at its expense and provide a compliant Batch. Notwithstanding the above, unless notified otherwise by the City, a Meter Batch will be deemed Accepted 45 Days from its Delivery.

The delivered meter technology meets the requirements set forth in the Technical Specifications.

The delivered MMS meets the requirements set forth in the Technical Specifications. The audit vs. actual coin revenue is accurate to 99% (i.e. the MMS "Coin Revenue Audit Report" matches actual revenue collected from Parking Meter to 99% accuracy).

Commissioning Checklist. The City will use the checklist to test the meters and MMS prior to and during installation. The City may test for any functional meter mechanism and MMS requirement at any time.

PAYMENT AND ACCEPTANCE

Payment Does Not Imply Acceptance of Work. The granting of any payment or payments by the City, or the receipt thereof by the Firm, shall in no way lessen the liability of the Firm to replace unsatisfactory work or material although the unsatisfactory character of such work or material may not have been apparent or detected at the time such payment was made. Materials, components, or workmanship that do not conform to the Technical Specifications will be rejected and shall be replaced by the Contractor without delay.

TERMINATION

Termination for Convenience

City shall have the option, in its sole discretion, to terminate this Agreement, at any time during the term hereof, for convenience and without cause. City shall exercise this option by giving the Firm a written 30-Day notice of termination. The notice shall specify the date on which termination shall become effective. Notwithstanding the above, the Parties agree that if Meter fabrication is in progress when the Firm issues a notice of termination, the Agreement will not terminate until Acceptance of such Meters.

Commissioning Checklist

- a. Meter Mechanism shall not be damaged during shipment.
- b. Battery voltage and condition shall meet the minimum voltage requirements for a new battery pack.
- c. Coins (5¢, 10¢, 25¢, \$1) shall be accepted and record the proper amount of time when deposited.
- d. Non-authorized coins shall not register any amount of time.
- e. The card reader shall recognize the insertion of a valid credit or smart card.
- f. NFC card reader functionality shall work as described in the Technical Specifications.
- g. The automated mechanism configuration download shall work as described in the Technical Specifications.
- h. The Meter Mechanism location id and serial # shall be part of the MMS inventory.
- i. The Meter Mechanism programming profile is accurate for its assigned location id.
- j. The Keypad shall work properly.
- k. The Meter Mechanism shall register jams.

- l. The Meter Mechanism LEDs shall work properly.
- m. The Meter Mechanism stickers shall be properly applied.
- n. The Meter Mechanism communications channels shall work properly.
- o. The Meter Mechanism shall display proper the date and time.
- p. The Meter Mechanism backlight shall operate properly.
- q. The Meter Mechanism shall have the ability to add time without using the coin and/or register in the audit records.

In the event of a discrepancy between the documents this City Contract controls.

2. CONTRACT TERMS. The Contract shall begin August 1, 2021, and run through July 31, 2026, unless amended by written agreement or terminated earlier under the provisions. The contract may be renewed on an annual basis upon mutual agreement of the Parties.

3. COMPENSATION. The City shall compensate the Company in accordance with Request for Proposal, Proposal Response and pricing schedules, included herein by reference. Payment will only be made for products or services requested, received and accepted. This is a unit-price contract with no guarantee of payment amount. The City estimates an amount of **SIX HUNDRED FIFTY THOUSAND AND NO/100 DOLLARS (\$650,000.00)**, including tax, for everything furnished and done under this Contract. If Company performs the installation of the devices, the City estimates an additional amount not to exceed **FOURTEEN THOUSAND AND NO/100 DOLLARS (\$14,000.00)**.

4. PAYMENT. The Company shall send its application for payment to City of Spokane Parking Services, Third Floor, City Hall, 808 West Spokane Falls Boulevard, Spokane, Washington 99201. Each invoice shall also include:

- Unique invoice number;
- Quantity of items;
- Description of items;
- Unit price;
- Amount of sales taxes requested to be paid;
- The City Clerk File No. "OPR XXXX-XXXX" and an approved L & I Intent to Pay Prevailing Wage number, if applicable, and
- Total invoice amount.

Payment will be made via direct deposit/ACH within thirty (30) days after receipt of the Contractor's application except as provided by state law.

5. PUBLIC WORKS.

The following public works requirements only apply to the installation work, if any, under this Agreement. The City reserves the right to perform the installation themselves.

- A. The Contractor shall pay state prevailing wages. The Contractor and all subcontractors will submit a "Statement of Intent to Pay Prevailing Wages," certified by the industrial statistician of the Department of Labor and Industries, prior to any payments. The "Statement of Intent to Pay Prevailing Wages" shall include: (1) the Contractor's registration number; and (2) the prevailing wages under RCW 39.12.020 and the number of workers in each classification. Each voucher claim submitted by a Contractor for payment on a project

estimate shall state that the prevailing wages have been paid in accordance with the pre-filed statement or statements of intent to pay prevailing wages on file with the City. At the end of the work, the Contractor and subcontractors must submit an "Affidavit of Wages Paid," certified by the industrial statistician.

- B. **STATEMENT OF INTENT TO PAY PREVAILING WAGES TO BE POSTED.** The Contractor and each subcontractor required to pay the prevailing rate of wages shall post in a location readily visible at the job site: (1) a copy of a "Statement of Intent to Pay Prevailing Wages" approved by the industrial statistician of the Washington State Department of Labor and Industries (L & I); and (2) the address and telephone number of the industrial statistician of the Department of Labor and Industries where a complaint or inquiry concerning prevailing wages may be made.
 - C. A payment/performance bond is NOT required.
 - D. Statutory retainage is NOT required.
6. **COMPLIANCE WITH LAWS.** Each party shall comply with all applicable federal, state, and local laws and regulations.
7. **WARRANTY.** Warranty begins one (1) month from Company's recorded shipping date. Company will provide the City with the warranty start date. To maintain warranty coverage the City is required to provide the prescribed regular maintenance for the products. The City will follow the prescribed maintenance procedures as instructed by Company in writing to ensure the warranty on all the products and software is not voided.
8. **ASSIGNMENTS.** This Contract is binding on the parties and their heirs, successors, and assigns. Neither party may assign, transfer or subcontract its interest, in whole or in part, without the other party's prior written consent.
9. **AMENDMENTS.** This Contract may be amended at any time by mutual written agreement.
10. **ANTI-KICKBACK.** No officer or employee of the City of Spokane, having the power or duty to perform an official act or action related to this Contract shall have or acquire any interest in the Contract, or have solicited, accepted or granted a present or future gift, favor, service or other thing of value from or to any person involved in this Contract.
11. **TERMINATION.** Either party may terminate this Contract by thirty (30) days written notice to the other party. In the event of such termination, the City shall pay the Company for all work previously authorized and performed prior to the termination date. City shall have the option, in its sole discretion, to terminate this Agreement, at any time during the term hereof, for convenience and without cause. City shall exercise this option by giving the Firm a written 30-Day notice of termination. The notice shall specify the date on which termination shall become effective. Notwithstanding the above, the Parties agree that if Meter fabrication is in progress when the Firm issues a notice of termination, the Agreement will not terminate until Acceptance of such Meters.
12. **INSURANCE.** During the term of the Agreement, the Company shall maintain in force at its own expense, the following insurance coverages:

- A. Worker's Compensation Insurance in compliance with RCW 51.12.020, which requires subject employers to provide workers' compensation coverage for all their subject workers; and
- B. General Liability Insurance on an occurrence basis, with a combined single limit of not less than \$1,000,000 each occurrence for bodily injury and property damage. It shall include contractual liability coverage for the indemnity provided under this contract. It shall provide that the City, its officers and employees are additional insureds, but only with respect to the Contractor's services to be provided under this contract;
 - i. Acceptable supplementary Umbrella insurance coverage, combined with the Company's General Liability insurance policy must be a *minimum* of \$1,000,000, in order to meet the insurance coverages required under this Contract;
- C. Automobile Liability Insurance with a combined single limit, or the equivalent of not less than \$1,000,000 each accident for bodily injury and property damage, including coverage for owned, hired and non-owned vehicles.

There shall be no cancellation, material change, reduction of limits or intent not to renew the insurance coverage(s) without sixty (60) days written notice from the Company or its insurer(s) to the City. As evidence of the insurance coverage(s) required by this Agreement, the Company shall furnish acceptable Certificates of Insurance (COI) to the City at the time it returns this signed Agreement. **The certificate shall specify the City of Spokane as "Additional Insured"** specifically for Company's services under this Agreement, as well as all of the parties who are additional insureds, and include applicable policy endorsements, the sixty (60) day cancellation clause, and the deduction or retention level. The Company shall be financially responsible for all pertinent deductibles, self-insured retentions, and/or self-insurance.

13. **INDEMNIFICATION.** The Company shall defend, indemnify, and hold the City and its officers and employees harmless from all claims, demands, or suits at law or equity asserted by third parties for bodily injury (including death) and/or property damage which arise from the Company's negligence or willful misconduct under this Agreement, including attorneys' fees and litigation costs; provided that nothing herein shall require a Company to indemnify the City against and hold harmless the City from claims, demands or suits based solely upon the negligence of the City, its agents, officers, and employees. If a claim or suit is caused by or results from the concurrent negligence of the Company's agents or employees and the City, its agents, officers and employees, this indemnity provision shall be valid and enforceable to the extent of the negligence of the Company, its agents or employees. The Company specifically assumes liability and agrees to defend, indemnify, and hold the City harmless for actions brought by the Company's own employees against the City and, solely for the purpose of this indemnification and defense, the Company specifically waives any immunity under the Washington State industrial insurance law, or Title 51 RCW. The Company recognizes that this waiver was specifically entered into pursuant to the provisions of RCW 4.24.115 and was the subject of mutual negotiation. The indemnity and agreement to defend and hold the City harmless provided for in this section shall survive any termination or expiration of this agreement.

14. **DEBARMENT AND SUSPENSION.** The Contractor has provided its certification that it is in compliance with and shall not contract with individuals or organizations which are debarred, suspended, or otherwise excluded from or ineligible from participation in Federal Assistance

Programs under Executive Order 12549 and "Debarment and Suspension", codified at 29 CFR part 98.

15. SEVERABILITY. In the event any provision of this Contract should become invalid, the rest of the Contract shall remain in full force and effect.

16. STANDARD OF PERFORMANCE. The silence or omission in the Contract regarding any detail required for the proper performance of the work, means that the Company shall perform the best general practice.

17. NONDISCRIMINATION. No individual shall be excluded from participation in, denied the benefit of, subjected to discrimination under, or denied employment in the administration of or in connection with this Contract because of age, sex, race, color, religion, creed, marital status, familial status, sexual orientation including gender expression or gender identity, national origin, honorably discharged veteran or military status, the presence of any sensory, mental or physical disability, or use of a service animal by a person with disabilities. The Company agrees to comply with, and to require that all subcontractors comply with, Section 504 of the Rehabilitation Act of 1973 and the Americans with Disabilities Act, as applicable to the Company.

18. BUSINESS REGISTRATION REQUIREMENT. Section 8.01.070 of the Spokane Municipal Code states that no person may engage in business with the City without first having obtained a valid annual business registration. The Company shall be responsible for contacting the State of Washington Business License Services at www.dor.wa.gov or 360-705-6741 to obtain a business registration. If the Company does not believe it is required to obtain a business registration, it may contact the City's Taxes and Licenses Division at (509) 625-6070 to request an exemption status determination.

19. AUDIT / RECORDS. The Company and its subcontractors shall maintain for a minimum of three (3) years following final payment all records related to its performance of the Contract. The Company and its subcontractors shall provide access to authorized City representatives, at reasonable times and in a reasonable manner to inspect and copy any such record. In the event of conflict between this provision and related auditing provisions required under federal law applicable to the Contract, the federal law shall prevail.

20. CONFIDENTIALITY/PUBLIC RECORDS. Notwithstanding anything to the contrary, City will maintain the confidentiality of Company's materials and information only to the extent that is legally allowed in the State of Washington. City is bound by the State Public Records Act, RCW Ch. 42.56. That law presumptively makes all records in the possession of the City public records which are freely available upon request by anyone. In the event that City gets a valid public records request for Company's materials or information and the City determines there are exemptions only the Company can assert, City will endeavor to give Company notice. Company will be required to go to Court to get an injunction preventing the release of the requested records. In the event that Company does not get a timely injunction preventing the release of the records, the City will comply with the Public Records Act and release the records.

21. DISPUTES. This Contract shall be performed under the laws of the State of Washington. Any litigation to enforce this Contract or any of its provisions shall be brought in Spokane County, Washington.

MACKAY METERS, INC.

CITY OF SPOKANE

By _____
Signature Date

By _____
Signature Date

Type or Print Name

Type or Print Name

Title

Title

Attest:

Approved as to form:

City Clerk

Assistant City Attorney

Attachments that are part of this Agreement:

- Exhibit A – Certificate Regarding Debarment
- Exhibit B – RFP No. 5207-19
- Exhibit C – Company's RFP 5709-19 Proposal
- Exhibit D – Company's Technical Compliance Requirements Response
- Exhibit E – Compliance Matrix
- Exhibit F – Service Level Agreement
- Exhibit G - Gateway Hosting Notification Service Agreement
- Exhibit H - Costs and Fees

21-039a

EXHIBIT A
CERTIFICATION REGARDING DEBARMENT, SUSPENSION,
INELIGIBILITY AND VOLUNTARY EXCLUSION

1. The undersigned (i.e., signatory for the Subrecipient / Contractor / Consultant) certifies, to the best of its knowledge and belief, that it and its principals:
 - a. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal department or agency;
 - b. Have not within a three-year period preceding this contract been convicted or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or contract under a public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, receiving stolen property, making false claims, or obstruction of justice;
 - c. Are not presently indicted or otherwise criminally or civilly charged by a government entity (federal, state, or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and,
 - d. Have not within a three-year period preceding this contract had one or more public transactions (federal, state, or local) terminated for cause or default.
2. The undersigned agrees by signing this contract that it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction.
3. The undersigned further agrees by signing this contract that it will include the following clause, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions:

Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – Lower Tier Covered Transactions

1. The lower tier contractor certified, by signing this contract that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency.
 2. Where the lower tier contractor is unable to certify to any of the statements in this contract, such contractor shall attach an explanation to this contract.
4. I understand that a false statement of this certification may be grounds for termination of the contract.

<div style="border-bottom: 1px solid black; margin-bottom: 5px;"></div> Name of Subrecipient / Contractor / Consultant (Type or Print)	<div style="border-bottom: 1px solid black; margin-bottom: 5px;"></div> Program Title (Type or Print)
<div style="border-bottom: 1px solid black; margin-bottom: 5px;"></div> Name of Certifying Official (Type or Print)	<div style="border-bottom: 1px solid black; margin-bottom: 5px;"></div> Signature
<div style="border-bottom: 1px solid black; margin-bottom: 5px;"></div> Title of Certifying Official (Type or Print)	<div style="border-bottom: 1px solid black; margin-bottom: 5px;"></div> Date (Type or Print)

EXHIBIT B

EXHIBIT C

EXHIBIT D

EXHIBIT E

EXHIBIT F

EXHIBIT G

EXHIBIT H

DAVID A. CONDON
MAYOR



CITY OF SPOKANE - PURCHASING
808 W. Spokane Falls Blvd.
Spokane, Washington 99201-3316
(509) 625-6400

REQUEST FOR PROPOSALS

City of Spokane, Washington

RFP NUMBER: #5207-19

DESCRIPTION: PAID PARKING EQUIPMENT

DUE DATE: MONDAY, DECEMBER 23, 2019
No later than 1:00 p.m.

City of Spokane - Purchasing
4TH Floor, City Hall
808 W. Spokane Falls Blvd.
Spokane WA 99201-3316

Connie Wahl, C.P.M., CPPB
Purchasing

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1. INTRODUCTION

1.1 BACKGROUND AND PURPOSE

The City of Spokane, through its Neighborhood and Business Services Department (hereinafter “City”) is initiating this Request for Proposals (RFP) to solicit Proposals from Firms interested in participating on a project to provide PAID PARKING EQUIPMENT.

The 2019 Downtown Parking Study provided the City with a comprehensive six-year plan and package of recommendations designed to facilitate growth and activity downtown, while making parking more convenient and user-friendly for residents, businesses, employees, and visitors. The study includes a parking inventory for both on- and off-street facilities as well as evaluating the City’s current policies, procedures, regulations, hardware, and software systems.

The City’s robust downtown business core and array of outdoor activities attracts a host of visitors each year. Parking operations is funded solely from the Parking Fund (a Special Revenue Fund) and includes customer service, parking enforcement, collections, and installation and maintenance of the parking system and assets.

The downtown parking operation includes over 5,000 on-street parking spaces supported by the following parking technologies:

- Single space parking meters (Model 95 Housings) including 729 CivicSmart Liberty Single Space Smart Meters and 2,583 POM APM Single Housing Electronic Meters.
- Pay-by-Plate pay stations including 10 Parkeon Strada Rapide multi-space meters.
- Passport mobile payment application.
- Duncan Solutions AutoPROCESS parking citation management.
- ACCELA Permit Module.
- Genetec mobile license plate recognition (LPR).

The City’s paid parking revenue in FY 2018 and in FY 2019 was approximately \$2.2M per year. In FY 2018 and 2019, there was an average of 91,000 transactions at the CivicSmart single space smart meters and 5,800 transactions at the Parkeon Strada multi space meters.

The City is considering expanding the paid parking program to include an additional 1,200 parking spaces. In addition, the City will soon be soliciting for an integrated citation and permit management system. Off-street parking is managed by private operators and is not a part of this RFP.

This RFP is for the procurement of PAID PARKING EQUIPMENT including pay stations and single space parking meters to streamline the customer service experience and immediately replace the expiring equipment. The City ultimately aims to utilize a unified and simplified paid parking solution throughout the on-street parking spaces. This effort will include new hardware to accept parking

payment via monies, credit card, near field communication (NFC) or mobile; new software to support reporting and reconciliation efforts for paid parking; and integration with current and future citation management systems along with City and third-party Vendor systems. This parking technology and hardware solution must seamlessly interface with the City's existing sub-contractor system(s) as well as any new future systems. The City will be the merchant of record on all transactions, via U.S. Bank and Elavon.

The tiered implementation will immediately support 800 parking spaces preceded by the anticipated expansion and deployment of up to an additional 4,600 parking spaces located throughout the downtown and surrounding areas. The City is considering transitioning from single space parking meters to Pay-by-Plate pay stations. Integration and the communication of real-time paid parking details (license plates) to the City's current and future technology providers is a mandatory requirement.

1.2 MINIMUM QUALIFICATIONS

The Firm must be licensed to do business in the State of Washington.

The Firm must have five (5) years of experience in paid parking equipment solutions.

1.3 FUNDING

Any contract awarded as a result of this procurement is contingent upon the availability of funding.

1.4 PERIOD OF PERFORMANCE

The period of performance of any contract resulting from this RFP will be a five (5) year term with annual extension options. The contract is tentatively scheduled to be issued in Q1, 2020.

1.5 DEFINITIONS

Definitions for the purposes of this RFP include:

City – The City of Spokane, a Washington State municipal corporation, the agency issuing this RFP.

Meter – Shall mean a single/dual space meter and a pay station unless otherwise specified.

Proposal – A formal offer submitted in response to this solicitation.

Proposer - Individual or Firm submitting a Proposal in order to attain a contract with the City.

Request for Proposals (RFP) – Formal procurement document in which a service or need is identified but no specific method to achieve it has been chosen. The purpose of an RFP is to permit the consultant community to suggest various approaches to meet the City's needs at a given price.

Vendor or Firm – Individual or company whose Proposal has been accepted by the City and is awarded a fully executed, written contract.

1.6 ADDENDA

It is the responsibility of Proposers to check the City of Spokane's online procurement system <https://spokane.procureware.com> for Addenda or other additional information that may be posted regarding this Request for Proposals.

1.7 ATTACHMENTS

Attached to this RFP and incorporated herein by reference are the following documents:

Attachment A - Compliance Matrix (Excel File).

Attachment B - Pricing Matrix/Cost Proposal (Excel File).

1.8 CONTRACTING WITH CURRENT OR FORMER CITY EMPLOYEES

Specific restrictions apply to contracting with current or former City officers and employees pursuant to the Code of Ethics in chapter 1.04A of the Spokane Municipal Code. Proposers should familiarize themselves with the requirements prior to submitting a Proposal that includes current or former City officers or employees.

2. SCOPE OF SERVICES

2.1 GENERAL

Parking technology features shall include the following:

- a) Payment must be available through multiple options, including coin, credit card and mobile payment integration. Near Field Communication (NFC) (including Apple Pay and Google Pay) payments shall be supported and available.
- b) Pay station technology must allow the patron to pay for a parking space transaction at any pay station.
- c) The ability to add time to existing transactions, however, the add time feature must disallow the ability to purchase time past the maximum time allowed by license plate for the parking space/zone.
- d) Meters must have the ability to store a minimum of 8 different rate structures that are configurable by time of day and day of the week. Pay stations must allow for simultaneous rate structures to be displayed that include static/fixed rate combined with hourly rate options.
- e) A large screen display is preferred in order for rate information to be displayed, rather than signs posted on the meter.
- f) Pre-payment option (payments made in advance of operating hours).
- g) An option for patrons to be informed of the expiration of their paid parking session.
- h) All technology must be simple to understand and easy to use.
- i) All technology must be reliable, easy to maintain and secure.
- j) All technology shall be able to electronically display the following to the patron with minimal effort:
 - i. Rates
 - ii. Days and hours of operation
 - iii. User instructions
- k) Proposers must offer strong customer support 7 days a week.

- l) Changing rates using the Meter Management System (MMS) shall be completely web-based (no software to install), easy to use with customizable tariff naming and the ability to download rates onto customizable, user-defined groups of meters.
- m) All technology, equipment and systems shall be ADA-compliant.
- n) All materials and components shall be new and unused.
- o) All technology shall have a modular design. Components shall be able to be quickly changed in the field.
- p) All electronic components, connections and wiring shall be fully weatherproofed.
- q) The meters shall be weather, rust and graffiti resistant and shall be made of stainless steel or an equivalent material.
- r) The City prefers that the meter has additional lighting or illumination for dark hour usage. Proposer shall describe how the lighting and/or display operates during dark hours.
- s) All technology shall wirelessly communicate usage, payment status, meter access and maintenance alert data in real-time.
- t) All technology shall be managed by a web-based meter maintenance system (MMS) that can:
 - i. Remotely update pricing, regulations, and configuration.
 - ii. Provide reports on meter activity.
 - iii. Automatically create maintenance work order tickets for generated alarms or patron reports of meter malfunctions. Maintenance tickets shall be able to be updated via email, smartphone and tablet.
 - iv. Record meter maintenance completed by repair staff.
 - v. Easily indicate meter status and send alarms to designated personnel if a meter is not functioning.
 - vi. Proposer shall describe ability to integrate with City's 311 reporting system to receive and report on trouble tickets and work order requests.
- u) All technology shall be warranted to operate as proposed within a temperature range of -15 degrees Fahrenheit to +140 degrees Fahrenheit and under environmental conditions found in the City, including but not limited to sleet, snow, hail, grime, rain, fog, sun (including direct sunlight), and vibrations.

2.2 WIRELESS TWO-WAY COMMUNICATIONS

- a) The technology will be equipped with a modem, antenna, and the required software to support wireless communications.
- b) The wireless communications shall be supplied as a "communications service" during the life of the contract, not as a specific type of modem or wireless carrier supply. Vendor shall be responsible for maintaining and updating the communications service to ensure system uptime in excess of 99% during parking hours of operation.

- c) Describe the modem type: CDMA, GSM and/or Wi-Fi.
- d) Identify the likely cellular carrier(s) to be used for City service and the process of determining reliability of signal coverage.
- e) The Proposer shall describe the established process to troubleshoot and resolve communication interruptions and failures.
- f) System transactions shall be communicated to the back-office system in real time to support pay-by-plate pay station enforcement queries. The system shall support enforcement queries for vehicle payment status.
- g) If credit card payments can be accepted during weak wireless signal occurrences, describe the process.

2.3 DISPLAY

- a) Graphic display shall be easy to read under various daytime and nighttime lighting conditions, including fog and direct sunlight and at various angles. Proposer shall describe its options for altering the display to make viewing in direct sunlight easier.
- b) The meter shall have a backlit graphic display panel that is large enough to legibly display all necessary operating status messages to patrons and repair personnel. The display must be energy efficient and operate in a solar-charging (or equivalent) configuration and not cause excessive battery drain.
- c) The display shall be scratch and impact resistant.
- d) Current rates and hours must be able to be displayed on the graphic display and be remotely programmed.
- e) Describe the ability to program and display different rate schedules by time of day and day of the week, including dynamic and progressive rate structures for peak occupancy periods. City staff shall have the ability to program rates independent of Vendor support with no additional costs associated with these changes.
 - i. Customers shall be able to select their rate option prior to submitting payment in order for the meter to translate the amount due and inform the customer of the payment value.
- f) Graphic display shall support dynamic messaging functionality to reflect changes in pricing, regulations, display messages, format, or configurations made in the MMS and communicated wirelessly to the meter at least once per day. The City shall have the ability to change or adjust the graphic display independent of Vendor support and there shall be no additional costs for these types of adjustments.
- g) Meters shall have an ability to display special messaging. Proposer shall describe the process and features that enable special messaging, i.e., holiday and special event messages, which can be downloaded remotely.
- h) Meter display shall clearly communicate the following electronically, alphanumerically and graphically:
 - i. Rates

- ii. Days and hours of meter operation
- iii. Regulations
- iv. Instructions to the user:
 - 1. Read Error, Please Reinsert Card – if card is removed from the mechanism before it could read the information on the card;
 - 2. Coin Only – at the sole discretion of City, if the card slot is inoperable;
 - 3. Card Only – at the sole discretion of City, if the coin slot and/or bill acceptor is inoperable;
 - 4. Out of Order – at the sole discretion of City, if the coin and card slot are inoperable, with customizable instructions such as pay at another meter.
- v. Special messaging
 - i) Proposer shall describe any static information displayed and the format used.

2.4 KEYPAD

- a) Keypads must be vandal resistant, weatherproof, and corrosion resistant.
- b) Proposer shall describe any visual, audible or tactile indication that a button has been pressed, as feedback to the patron.
 - i. Describe the visibility of the keypad after dark and how the patron will interact with the meter.

2.5 PAYMENTS

- a) Proposer shall describe coin, bill, card and alternative payment operations, including the number of different coins/currencies accepted and the type of card-based payments, including magnetic stripe, contactless cards and chip-based cards (as applicable).
- b) All meters must support secure real-time authorization of credit cards and optional contactless cards.
- c) The meter shall accept monies through a jam-resistant coin/bill interface and jam-resistant card payments through a card interface.
- d) For pay stations, the coin discrimination system should contain an automatic shutter, which only opens during operational hours for coin insertion of approved coins, but not for non-metallic objects.
- e) For single/dual space meters, Proposer shall describe how the proposed technology mitigates insertion of objects other than approved coins.
- f) If the coin or bill slot is inoperable, meters must have the option to still accept card payments and promote third-party payments (e.g., mobile payments), if applicable.
- g) The coin chute or track and coin verifier unit shall be a free-fall type (non-moving and non-mechanized) or an equivalent.

- h) The coin chute or track shall include an anti-backup provision to prevent and detect the attempted retrieval of deposited coins (e.g., attached to strings, paddles, wires, etc.).
- i) Monies must be deposited directly into, and stored within, secured containers in the vault area of the meter.
- j) Monies must be easy to collect, simple to reconcile and include audit capabilities.
- k) Maintenance personnel must be able to easily clear coin/bill jams without the use of special tools and without accessing the vault.
- l) Describe how the 'Pay at Any Pay Station' feature would operate utilizing the proposed parking technology solution.
- m) All meters shall be able to be programmed to accept pre-payments prior to start of regulated parking and extended payment within applicable City policy requirements.
- n) Proposer shall describe in detail the step-by-step process of Vendor's credit card acceptance procedure from the time a patron inserts his/her card to the time the money is deposited in the City account. Include the name of your gateway processor (if using a third party) and the name of the gateway software (if your firm uses in-house software). Proposer shall list all subcontractors involved in each step (e.g., cellular providers or gateway companies) and describe the subcontractors' PCI compliance. Proposer shall describe any per transaction charges from the Vendor and/or the gateway company, or software charges; if none, then state as much.
- o) The meter, the associated communications system, the backend server and gateway services shall all be compliant with Payment Card Industry Data Security Standard (PCI Level 1 certified by a Qualified Security Assessor (QSA)).
- p) Meter shall be PA-DSS certified by a Qualified Security Assessor (QSA).
- q) The technology must be EMV compliant. Proposer shall describe their current and future EMV capabilities including any required upgrades, options and/or associated costs.
- r) Proposer shall describe any alternative payment options, the associated costs or any additional fees. Proposal shall describe current and future capabilities including any required upgrades or options for the implementation of the alternative payment options.
- s) The MMS system shall allow the City to dynamically and remotely adjust parking prices on the meters in real-time.

2.6 CLOCK

- a) The meter must have a 365-day calendar real-time clock that completes a daily time-sync with the server at least once every 24 hours and that will either retain the time settings during battery replacements or servicing, or will accurately reset the time settings without losing prior programming; reset shall occur within 3 seconds of battery replacement or servicing. If back-up power built into the meter is used for this function, this back-up power must allow at least 15 minutes for a given battery change without losing the clock settings.
- b) The clock shall be programmable at least one year in advance for automatic daylight savings time changes.

- c) The time-of-day clock shall be accurate to within plus or minus two seconds per day (where a day is defined as any given 24-hour period).
 - i. There shall be no upper limit or maximum deviation that would prevent the clock from syncing with the MMS.
 - ii. The clock shall track the day of week, Monday through Sunday.
 - iii. Time of day and day of week shall be displayed to maintenance staff, on the front display screen, when the reset feature is activated.

2.7 POWER

- a) Pay stations must allow for power by a rechargeable solar-powered (or equivalent) battery.
- b) Batteries shall be located in an easily accessible storage area inside the unit that can be changed out in less than 30 seconds once the pay station is opened.
- c) For environmental reasons, Nickel-Cadmium batteries shall not be used to power the meters.
- d) The meter will be powered by battery and/or rechargeable solar-powered (or equivalent) battery pack.
- e) When battery voltage falls below a minimum threshold, the meter will generate an alert prior to the meter going out of service.
- f) Battery connections will be designed to resist corrosion and sustain a minimum of five years of service.
- g) Current battery voltage for both rechargeable (solar or equivalent) and non-rechargeable batteries will be available on the display and through the MMS.
- h) All locally stored meter data will be retained during battery replacement and battery failures of seven days or less.
- i) Describe any unique power management capabilities.
- j) Battery shall guarantee a life of at least 5 years. Proposer shall describe how any and all options will impact battery life.

2.8 SECURITY / MAINTENANCE

- a) Monies passing through the meter shall be deposited directly into secured containers in a separate vault area.
- j) The coin/bill vault areas shall not be accessible from the maintenance compartment.
- k) Meters shall be resistant to vandalism and other attacks to remove or disable coin/cash from the coinboxes.
- l) Meters shall have high security locks for all housing and cabinet doors. Include a description of the locks provided. Electronic locks are preferred with online programmable access parameters including restrictions for maintenance, collections, days of week and hours of day. Describe the manual override process in case of power failure or electronic lock malfunction.

2.9 WARRANTY / VENDOR SUPPORT

- a) Proposer shall describe their system warranty and extended warranty options on all hardware and software effective from the date of installation.
- b) Proposer shall describe technical support services, including 7 day a week customer support help desk availability (including holidays), on-line help features, transaction assistance, on-site support and technical support, during and beyond the installation and warranty periods. Proposer shall describe who is responsible for supporting the meter including any and all subcontractors.
- c) The customer support help desk shall have the ability to collect and/or provide detailed information to the City via the hotline and/or via log in to the back-office software, including:
 - i. Verify, log and dispatch reports of meter malfunctions in real time with online tracking
- d) Proposer shall provide the City with toll free telephone numbers enabling them to reach Proposer's staff during normal business hours.
- e) The system must be capable of providing remote off-site diagnosis and support via wireless access. The system must be capable of remote software upgrades via wireless access.
- f) Vendor shall be required to provide quarterly technical bulletins that identify product notifications, technology updates, lessons learned from other installations and overall system and performance details including software and firmware upgrades with an explanation of features and improvements.
- g) Provide system warranty guarantees and extended warranty options on all hardware and software effective from the date of installation.
- h) Requests for Quotations from the City must be to be fulfilled within three business days, and/or at a status update on the 3rd business day and every 2 days thereafter. This is to include all requests for all equipment and parts.
- i) Return Merchandise Authorization (RMA) requests must be fulfilled within 30 calendar days, and/or a status update as the expected time of arrival (ETA). RMA shipments to the City must include advance email delivery notification, delivery date/time and the associated tracking number to the designated City point of contact. Deliveries to the City shall only occur within the mutually established delivery hours of operation.

2.10 TRAINING

- a) Proposer shall provide a proposed training outline with their response.
- b) The City requires an on-site 2-hour refresher training each year that will include a review of project issues, system performance and product updates. Vendor shall provide all training at a location to be determined by the City or its designee.
- c) Proposer shall cover all travel costs.

- d) Proposer shall describe how upgrades to the MMS or other systems will be distributed, communicated, and implemented (e.g., training of appropriate staff) during the term of the contract.
- e) Proposer shall supply and keep current hard and digital copies of all operating, training, repair and user's manuals, which includes detailed instructions for system usage.

2.11 REPORTING / MAINTENANCE TRACKING / ENFORCEMENT

- a) The MMS must provide secure, web-based back office reporting, including real time exception reporting for equipment downtime and data transmission issues.
- b) The MMS shall provide maintenance tracking with automated technical ticket generation.
- c) Describe how access to real-time information regarding customer-generated reports of meter or signage problems, and meter-generated warnings and alarms is available to support staff, including maintenance technicians.
- d) The MMS shall provide a smartphone application to update, reassign and close out maintenance tickets.
- e) The MMS shall have the capability to track maintenance issues, completion of maintenance tasks and reports on meter uptime.
- f) The MMS shall provide scheduling capabilities for both preventive and non-recurring maintenance.
- g) The MMS shall provide a maintenance dispatch interface for the scheduling, recording and reporting of error/problem corrections.
- h) The MMS shall provide an online mapping module for parking spaces and meters to identify maintenance and enforcement areas/zones. The MMS shall provide real-time verification of parking spaces payment status for enforcement purposes.
- i) MMS shall allow the remote download of all rate changes, display changes, receipt layout changes, other user interface changes and operating system changes and upgrades with no upcharge for wireless data usage.
- j) The web-based MMS reporting analytics tool shall allow for:
 - i. custom filtering of data fields
 - ii. drop & drag report capabilities
 - iii. table creation where reports can be saved for individual or global use
- k) The MMS shall allow for online scheduled reports to be exported as Excel, CSVs and/or PDFs

2.12 DATA / INTEGRATION

- a) Proposer must provide real-time integration with the City's current and future parking technology and data management Vendors, including, but not limited to, citation issuance/enforcement handhelds, LPR and mobile payment (Passport). Proposer shall

confirm current integrations with the City's existing Vendors and/or describe any costs associated with implementing the integration required to support pay-by-plate.

- b) Vendor will be required to provide all meter related data in a format and interface as defined by the City, including an interface with the City's asset management system (Cityworks). Vendor shall be able to work with outside Vendors to perform data migration. This could include data mapping, data cleanup/verification, data transfer, and other testing as defined by City requirements.

2.13 OTHER SERVICES

- a) With the implementation of new paid parking equipment, please describe the public outreach/education campaign that will be included with your solution at no additional cost to the City. Provide examples of prior successful implementations, including sample images, emphasizing similar installations introducing new paid parking equipment.
- b) Describe proposed installation plan and any costs associated with the installation. Proposer will be responsible for installation and all associated hardware/equipment required, including any space numbering (if needed) and signage.
- c) The City would like to consider an option for a merchant validation program to enhance the overall patron and downtown business experience. Please describe how the proposed parking technology solution would support a merchant validation program, and identify any equipment required and any additional costs or fees.
- d) The City is interested in innovation and value-added services. Proposers should describe any enhanced services and features that are available to the City currently or in the near future. All associated pricing for any proposed or suggested feature must be identified, including, but not limited to sensors, parking guidance application and any other customer service features that can directly benefit the City.

2.14 LIQUIDATED DAMAGES

The following are the proposed liquidated damages that would be incorporated into any final agreement and should be considered in Proposer pricing options. While it is not the intention of the City to seek a punitive relationship, we are seeking an integrated solution that performs to the standards described throughout your Proposal.

Both parties will agree that the annual liquidated damages shall be limited to the amount paid or due to Vendor by the City during a one-year period except in the initial 12-month period of this Agreement where liquidated damages shall be limited to 30% of the amount paid or due to Vendor by the City during the initial 12-month period of this Agreement. The Vendor agrees to pay these amounts to the City as set forth:

- **Failure of Pay Station(s).** Failure of either Pay Station(s) that results in either no payment transaction being accepted by the Pay Station(s) (e.g. allow free parking during enforcement hours) or application of the wrong fee rates for parking shall result in damages of \$100.00 per day (each 24-hour period) per each affected Pay Station. City shall provide Vendor with 24 hours' notice to respond and repair the Pay Station(s) failure prior to being entitled to liquidated damages.

- **Failure of Single Space Meter(s).** Failure of either Single Space Meter(s) that results in either no payment transaction being accepted by the Meter(s) (e.g. allow free parking during enforcement hours) or application of the wrong fee rates for parking shall result in damages of \$10.00 per day (each 24-hour period) per each affected Single Space Meter. City shall provide Vendor with 24 hours' notice to respond and repair the Meter(s) failure prior to being entitled to liquidated damages.
- **PCO Data Security Failure.** Failure of Vendor to maintain Payment Card Industry ("PCO") Data Security Standard Certification, defined as an information security standard of organizations that handle branded credit cards from the card schemes, shall result in damages of \$10,000 on the twenty-eight (28th) calendar day following non-compliance ("first assessment"). The twenty-eighth (28th) calendar day following the first assessment and every twenty-eight (28) calendar days thereafter shall constitute a "subsequent assessment". On each additional twenty-eighth (28th) calendar day following the first assessment and any subsequent assessments, the City shall be entitled to liquidated damages of \$25,000 until the failure is cured. Damages during subsequent assessments shall be prorated by day.
- **Accuracy.** The City will issue a written warning to Vendor if either Meter(s) fails to maintain 99% accuracy in the City's audit of daily revenue as a result of a design defect with either Meter(s). The Vendor shall cure each failure within seven (7) days after receipt of the warning. If any failure is not cured within seven (7) days, the Vendor shall be subject to damages of \$100 per day per failure of each Meter(s) until the failure is cured.

3. GENERAL INFORMATION

3.1 RFP COORDINATOR

The RFP Coordinator is the sole point of contact in the City for this procurement. All communication between the Proposer and the City upon receipt of this RFP shall be with the RFP Coordinator and shall be submitted through the 'Clarifications' tab in the City of Spokane's online procurement system portal: <https://spokane.procureware.com>.

Name	Connie Wahl, City of Spokane Purchasing
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Any other communication will be considered unofficial and non-binding on the City. Firms are to rely on written statements issued by Addendum. Communication directed to parties other than the RFP Coordinator through the ProcureWare system may result in disqualification of the Firm.

3.2 ESTIMATED SCHEDULE OF PROCUREMENT ACTIVITIES

Issue Request for Proposals	November 27, 2019
Question and answer period	November 27 to December 13, 2019
Last date for RFP questions requiring an Addendum	December 13, 2019
Proposals due	December 27, 2019
Evaluate Proposals	January 13, 2020
Firm Demonstrations	January 21, 2020
Negotiate contract	Quarter 1, 2020
City Council approval of contract	Pending Contract Negotiation
Begin contract work	Pending Council Approval

The City reserves the right to revise the above schedule.

3.3 SUBMISSION OF PROPOSALS

A. SUBMITTAL INFORMATION

Proposals shall be submitted electronically through the City of Spokane's online procurement system portal: <https://spokane.procureware.com> on or before the due date and time. Hard paper e-mailed or faxed copies will not be accepted.

Late Proposals will not be accepted. The City of Spokane is not responsible for Proposals electronically submitted late. It is the responsibility of the Proposer to be sure the Proposals are electronically submitted sufficiently ahead of time to be received no later than 1:00 p.m. on the Proposal due date.

Sealed electronic Proposals will be acknowledged at 1:15 p.m. on the due date in the City Hall, City Council Chambers, Lower Level, 808 West Spokane Falls Boulevard, Spokane, Washington 99201.

B. ELECTRONIC SUBMITTAL INSTRUCTIONS

Proposers must go online to the City's online procurement system portal (<https://spokane.procureware.com>) to submit Proposals and other documentation as requested. Proposers are asked to read the Welcome Screen and register if they have not done so previously. Once on the procurement system portal, follow the steps below to enter and submit the electronic Proposal:

1. Click on "Bids" located on the left-hand column.
2. Find the applicable project and click the "Project Number".
3. Click on the "Response" tab.
4. In the "Questions" tab, **answer questions and** upload required documents into the bid portal by clicking on "Browse" for each item. Note that only one document can be uploaded per question line item so combine if necessary.
5. Click on the "Pricing" tab and enter pricing as requested. A "Comment" field is available if needed.
6. Once the Questions have been entered, the yellow "Question Response" information message will change from incomplete to complete. Then the "Submit" button will become available.
7. Click the "Submit Bid" button and review the terms and conditions, pop-up window that appears. If you agree to the terms and conditions, click the "I Accept and Submit this Bid" button.
8. If you want to remove your Proposal, click the red "Withdraw Bid" button in the "Response" tab for the applicable Proposal.

3.4 PROPRIETARY INFORMATION / PUBLIC DISCLOSURE

Materials submitted in response to this competitive procurement shall become the property of the City.

All received Proposals shall be deemed public records as defined in RCW 42.56, "Public Records."

Any information in the Proposal that the Proposer desires to claim as proprietary and thus exempt from disclosure under the provisions of existing state law, shall be clearly designated. Each page claimed to be exempt from disclosure must be clearly identified by the word "Confidential" printed on it. Marking the entire Proposal exempt from disclosure will not be honored.

The City will consider a Proposer's request for exemption from disclosure; however, the City will make a decision predicated upon state law and regulations. If any information is marked as proprietary in the Proposal, it will not be made available until the affected Proposer has been given an opportunity to seek a court injunction against the requested disclosure.

All requests for information must be directed to the RFP Coordinator.

3.5 OWNERSHIP OF DOCUMENTS

Any and all data, reports, analyses, documents, photographs, pamphlets, plans, specifications, surveys, films or any other material created, prepared, produced, constructed, assembled, made, performed or otherwise produced by the Firm or the Firm's subcontractors or consultants for delivery to the City under this Agreement shall be the sole and absolute property of the City. Such property shall constitute "work made for hire" as defined by U.S. Copyright Act of 1976, 17 U.S.C. § 101, and the ownership of the copyright and any other intellectual property rights in such property shall vest in the City at the time of its creation. Ownership of the intellectual property includes the right to copyright, patent, and register, and the ability to transfer these rights. Material which the Firm uses to perform this Agreement, but is not created, prepared, constructed, assembled, made, performed or otherwise produced for, or paid for, by the City is owned by the Firm and is not "work made for hire" within the terms of this Agreement.

3.6 REVISIONS TO THE RFP

In the event it becomes necessary to revise any part of this RFP or provide any other pertinent information, it shall be posted it shall be posted through the City of Spokane's online procurement system <https://spokane.procureware.com>.

The City also reserves the right to cancel or reissue the RFP in whole or in part, prior to final award of a contract.

3.7 MINORITY & WOMEN-OWNED BUSINESS PARTICIPATION

The City encourages participation in all of its contracts by Firms certified by the Washington State Office of Minority and Women's Business Enterprises (OMWBE). Proposers may contact OMWBE at (360)753-9693 to obtain information on certified Firms.

3.8 ACCEPTANCE PERIOD

Proposals shall remain in effect for one hundred twenty (120) days for acceptance by the City from the due date for receipt of Proposals.

3.9 RESPONSIVENESS

The Proposer is specifically notified that failure to comply with any part of the RFP may result in rejection of its Proposal as non-responsive.

The City also reserves the right, however, at its sole discretion to waive minor administrative irregularities.

3.10 MOST FAVORABLE TERMS

The City reserves the right to make an award without further discussion of the Proposal submitted. Therefore, the Proposal should be submitted initially with the most favorable terms that can be proposed. There will be no best and final offer procedure. The City reserves the right to contact a Proposer for clarification of its Proposal.

The Proposer should be prepared to accept this RFP for incorporation into a contract resulting from this RFP. Contract negotiations may incorporate some or all of the Proposal.

3.11 COSTS TO PROPOSE

The City will not be liable for any costs incurred by the Proposer in preparation of a Proposal submitted in response to this RFP, in conduct of a presentation, or any other activities related to responding to this RFP.

3.12 NO OBLIGATION TO CONTRACT

This RFP does not obligate the City to contract for services specified herein.

3.13 REJECTION OF PROPOSALS

The City reserves the right at its sole discretion to reject any and all Proposals received without penalty and to not issue a contract as a result of this RFP.

3.14 INTERLOCAL PURCHASE AGREEMENTS

The City of Spokane has entered into Interlocal Purchase Agreements with other public agencies pursuant to RCW chapter 39.34. In submitting a response, the Proposer agrees to provide its services to other public agencies at the same contracted price, terms and conditions it is providing to the City of Spokane, contingent upon the Firm's review and approval at the time of a requested contract. The Firm's right to refuse to enter into a contract with another public agency at the time of request shall be absolute.

4. PROPOSAL CONTENTS

4.1 PREPARATION OF PROPOSAL

The major sections of the Proposal are to be submitted in the order noted below:

- A. Letter of Submittal.
- B. Technical Proposal.
- C. Management Proposal.
- D. Technical Requirements Table.

- E. Attachment A - Compliance Matrix (Excel File).
- F. Attachment B - Pricing Matrix/Cost Proposal (Excel File).

Proposals shall provide information in the same order as presented in this document with the same headings. This will not only be helpful to the evaluators of the Proposal but should assist the Proposer in preparing a thorough response.

4.2 LETTER OF SUBMITTAL

The Letter of Submittal shall be signed and dated by a person authorized to legally bind the Firm to a contractual relationship, e.g., the president or executive director if a corporation, the managing partner if a partnership, or the proprietor if a sole proprietorship. Along with introductory remarks, the Letter of Submittal is to include the following information about the Firm and any proposed subcontractors:

- A. Name, address, principal place of business, telephone number, and fax number/e-mail address of legal entity or individual with whom contract would be written;
- B. Legal status of the Firm (sole proprietorship, partnership, corporation, etc.);
- C. Location of the facility from which the Firm would operate;
- D. Identify any current or former City employees employed by or on the Firm's governing board as of the date of the Proposal or during the previous twelve (12) months; and
- E. Acknowledgement that the Firm will comply with all terms and conditions set forth in the Request for Proposals, unless otherwise agreed by the City.

4.3 TECHNICAL PROPOSAL

The Technical Proposal shall contain a comprehensive description of services with specific attention to Section 2 "SCOPE OF SERVICES" and including the following elements:

- A. PROJECT APPROACH / METHODOLOGY – Include a complete description of the Firm's proposed approach and methodology for the project. This section should convey Firm's understanding of the proposed project.
- B. WORK PLAN – Include all project requirements and the proposed tasks, services, activities, etc. necessary to accomplish the scope of the project defined in this RFP. This section of the technical Proposal shall contain sufficient detail to convey to members of the evaluation team, the Firm's knowledge of the subjects and skills necessary to successfully complete the project. Include any required involvement of City staff. The Firm may also present any creative approaches that may be appropriate and may provide any pertinent supporting documentation.
- C. PROJECT SCHEDULE – Include a project schedule indicating when the elements of the work will be completed and when deliverables, if any, will be provided.
- D. DELIVERABLES – Fully describe deliverables to be submitted under the proposed project.
- E. FUNCTIONALITY – How well does the solution meet the functional requirements?

4.4 MANAGEMENT PROPOSAL

A. PROJECT MANAGEMENT

1. **PROJECT TEAM STRUCTURE/INTERNAL CONTROLS** - Provide a description of the proposed project team structure and internal controls to be used during the course of the project, including any subcontractors. Provide an organizational chart of the Firm indicating lines of authority for personnel involved in performance of this potential contract and relationships of this staff to other programs or functions of the Firm. This chart must also show lines of authority to the next senior level of management. Include who within the Firm will have prime responsibility and final authority for the proposed work.
2. **STAFF QUALIFICATIONS/EXPERIENCE** – Identify staff, including subcontractors, who will be assigned to the potential contract, indicating the responsibilities and qualifications of such personnel, and include the amount of time each will be assigned to the project. Provide resumes' (not to exceed two (2) pages per person) for the named staff, which include information on the individual's particular skills related to this project, education, experience, significant accomplishments and any other pertinent information. The Firm shall commit that staff identified in its Proposal will actually perform the assigned work. Any staff substitution must have the prior approval of the City.

B. EXPERIENCE OF THE FIRM

1. Indicate the experience the Firm and any subcontractors have in providing and supporting Paid Parking Equipment.
2. Indicate other relevant experience that indicates the qualifications of the Firm, and any subcontractors, for the performance of the potential contract.
3. Include a list of contracts the Firm has had during the last five (5) years that relate to the Firm's ability to perform the services needed under this RFP. List contract reference numbers, contract period of performance, contact persons, telephone numbers, and fax numbers/e-mail addresses. The Firm grants permission to the City to contact the list provided.

C. REFERENCES

List names, addresses, telephone numbers, and fax numbers/e-mail addresses of three (3) business references for whom work has been accomplished and briefly describe the type of service provided. The Firm grants permission to the City to contact the references provided. Do not include current City staff as references. The City may evaluate references at the City's discretion.

D. RELATED INFORMATION

1. If the Firm has had a contract terminated for default in the last five (5) years, describe the incident. Termination for default is defined as notice to stop performance due to the Firm's non-performance or poor performance and if the issue of performance was either (a) not litigated due to inaction on the part of the Proposer, or (b) litigated and such litigation determined that the Proposer was in default.

2. Submit full details of the terms for default including the other party's name, address, and phone number. Present the Firm's position on the matter. The City will evaluate the facts and may, at its sole discretion, reject the Proposal on the grounds of the past experience. If no such termination for default has been experienced by the Firm in the past five (5) years, so indicate.

4.5 COST PROPOSAL

The evaluation process is designed to award this procurement not necessarily to the Firm that proposes the least cost, but rather to the Firm whose Proposal best meets the requirements of this RFP. **Firms must fully complete the pricing matrix excel worksheet.**

A. IDENTIFICATION OF COSTS

Identify all costs including expenses to be charged for performing the services necessary to accomplish the objectives of the contract. Submit a fully detailed budget including staff costs and any expenses necessary to accomplish the tasks and to produce the deliverables under the contract. Firms are required to collect and pay Washington state sales tax, if applicable. For licensing and pricing purposes, Proposers should provide cost detail for simultaneous concurrent users or named user licenses.

At a minimum include the following:

1. Hardware, software, professional service fees:
 - a. Software license costs
 - b. Professional services fees for implementation, training, conversion, project management and related services.
 - c. Professional services for integration (specify the integrations required if applicable).
 - d. Project expenses (travel, per diem, etc.).
 - e. Total software/hardware implementation costs.
 - f. SaaS Costs
2. Annual hardware and software maintenance fees.
 - a. Annual operations and maintenance/support costs. If this cost differs over years, please report the cost for each year separately. Please include all third-party services.
 - b. Total on-going maintenance/support cost.
3. Installation and shipping fees.
4. Costs for subcontractors are to be broken out separately.
5. Costs must be identified on the pricing matrix excel worksheet provided.

5. EVALUATION

5.1 EVALUATION PROCEDURE

Responsive Proposals will be evaluated in accordance with the requirements stated in this solicitation and any addenda issued. Evaluation of Proposals shall be accomplished by an evaluation team, to be designated by the City, which will determine the ranking of the Proposals.

The City, at its sole discretion, may elect to select the top-scoring Firms as finalists for an oral presentation.

The RFP Coordinator may contact the Firm for clarification of any portion of the Firm's Proposal.

5.2 EVALUATION WEIGHTING AND SCORING

The following weighting and points will be assigned to the Proposal for evaluation purposes:

Technical Proposal – 35% Project Approach/Methodology Quality of Work Plan Project Schedule / Deliverables Functionality	15 Points (Maximum) 15 Points (Maximum) 10 Points (Maximum) 30 Points (Maximum)	70 points
Management Proposal - 30% Project Team Structure/Internal Controls Staff Qualifications/Experience Experience of the Firm	10 Points (Maximum) 10 Points (Maximum) 40 Points (Maximum)	60 points
Cost Proposal – 35%	70 Points (Maximum)	70 points
GRAND TOTAL FOR WRITTEN PROPOSAL		200 POINTS

5.3 PRESENTATION DEMONSTRATIONS MAY BE REQUIRED

Written submittals and presentation demonstrations, if considered necessary, will be utilized in selecting the winning Proposal. The City, at its sole discretion, may elect to select the top scoring finalists from the written evaluation for a presentation demonstrations and final determination of contract award. Should the City elect to hold presentation demonstrations that may include a community open house and oral interview, it will contact the top-scoring Firm(s) to schedule a date, time and location. Commitments made by the Firm at the oral interview, if any, will be considered binding.

PRESENTATION SCORING:

If there are demonstrations, software will be evaluated on the demonstrated ease of use, look and feel, functionality, etc.

PRESENTATION DEMONSTRATION SCORING:

The scores from the written evaluation and the presentation demonstrations combined together will determine the apparent successful Firm.

5.4 AWARD OF CONTRACT

This RFP does not obligate the City to award a contract.

The City of Spokane reserves the option of awarding this contract in any manner most advantageous for the City. More than one contract may be awarded.

Award of contract, when and if made, will be to the proposer whose Proposal is the most favorable to the City, taking into consideration the evaluation factors. The City Council shall make the award of contract or purchase.

5.5 DEBRIEFING OF UNSUCCESSFUL PROPOSERS

Upon request, a debriefing conference will be scheduled with an unsuccessful Proposer. Discussion will be limited to a critique of the requesting Firm's Proposal. Comparisons between Proposals or evaluations of the other Proposals will not be allowed. Debriefing conferences may be conducted in person or on the telephone.

6. CONTRACT TERMS

6.1 BUSINESS REGISTRATION REQUIREMENT

Section 8.01.070 of the Spokane Municipal Code states that no person may engage in business with the City without first having obtained and currently being the holder of a valid annual business registration or temporary business registration as provided in this chapter. The Firm shall be responsible for contacting the State of Washington Business License Services at <http://bls.dor.wa.gov> or 1-800-451-7985 to obtain a business registration. If the Firm does not believe it is required to obtain a business registration, it may contact the City's Taxes and Licenses Division at (509) 625-6070 to request an exemption status determination.

6.2 ANTI-KICKBACK

No officer or employee of the City of Spokane, having the power or duty to perform an official act or action related to this contract shall have or acquire any interest in the contract, or have solicited, accepted or granted a present or future gift, favor, service or other thing of value from or to any person involved in the contract.

6.3 DISPUTES

This contract shall be performed under the laws of Washington State. Any litigation to enforce this contract or any of its provisions shall be brought in Spokane County, Washington.

6.4 TERMINATION

Either party may terminate this contract by sixty (60) days written notice to the other party.

6.5 NONDISCRIMINATION

No individual shall be excluded from participation in, denied the benefit of, subjected to discrimination under, or denied employment in the administration of or in connection with this Contract because of age, sex, race, color, religion, creed, marital status, familial status, sexual

orientation including gender expression or gender identity, national origin, honorably discharged veteran or military status, the presence of any sensory, mental or physical disability, or use of a service animal by a person with disabilities. The Firm agrees to comply with, and to require that all subcontractors comply with, Section 504 of the Rehabilitation Act of 1973 and the Americans with Disabilities Act, as applicable to the Firm.

6.6 CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION

A certification form will accompany the contract to be signed confirming that, to the best of its knowledge and belief, Firm and its principals;

- a. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal department or agency;
- b. Have not within a three-year period preceding this contract been convicted or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or contract under a public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, receiving stolen property, making false claims, or obstruction of justice;
- c. Are not presently indicted or otherwise criminally or civilly charged by a government entity (federal, state, or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and,
- d. Have not within a three-year period preceding this contract had one or more public transactions (federal, state, or local) terminated for cause or default.

6.7 PAYMENT

Payment will be made via direct deposit/ACH unless otherwise provided by state law. A completed ACH application is required before a City Order will be issued. If the City objects to all or any portion of the invoice, it shall notify the Company and reserves the right to only pay that portion of the invoice not in dispute. In that event, the parties shall immediately make every effort to settle the disputed amount.

6.8 LIABILITY

The Firm shall indemnify, defend and hold harmless the City, its officers and employees from all claims, demands, or suits in law or equity arising from the Firm's negligence or breach or its obligations under the contract. The Firm's duty to indemnify shall not apply to liability caused by the sole negligence of the City, its officers and employees. The Firm's duty to indemnify for liability arising from the concurrent negligence of the City, its officers and employees and the Firm, its officers and employees shall apply only to the extent of the negligence of the Firm, its officers and employees. The Firm's duty to indemnify shall survive termination or expiration of the contract. The Firm waives, with respect to the City only, its immunity under RCW Title 51, Industrial Insurance.

6.9 INSURANCE COVERAGE

During the term of the contract, the Firm shall maintain in force at its own expense, each insurance coverage noted below:

- A. Worker's Compensation Insurance in compliance with RCW 51.12.020, which requires subject employers to provide workers' compensation coverage for all their subject workers and Employer's Liability Insurance in the amount of \$1,000,000; and
- B. General Liability Insurance on an occurrence basis, with a combined single limit of not less than \$1,000,000 each occurrence for bodily injury and property damage. It shall include contractual liability coverage for the indemnity provided under this contract. It shall provide that the City, its officers and employees are additional insureds, but only with respect to the Firm's services to be provided under this contract; and
- C. Automobile Liability Insurance with a combined single limit, or the equivalent of not less than \$1,000,000 each accident for bodily injury and property damage, including coverage for owned, hired and non-owned vehicles.
- D. Professional Liability Insurance with a combined single limit of not less than \$1,000,000 each claim, incident or occurrence. This is to cover damages caused by the error, omission, or negligent acts related to the professional services to be provided under this contract. The coverage must remain in effect for at least three [3] years after the contract is completed.

There shall be no cancellation, material change, reduction of limits or intent not to renew the insurance coverage(s) without forty-five (45) days written notice from the Firm or its insurer(s) to the City.

As evidence of the insurance coverages required by this contract, the Firm shall furnish acceptable insurance certificates to the City at the time it returns the signed contract. The certificate shall specify all of the parties who are additional insured, and include applicable policy endorsements, and the deductible or retention level, as well as policy limits. Insuring companies or entities are subject to City acceptance and must have a rating of A- or higher by Best. Copies of all applicable endorsements shall be provided. The Firm shall be financially responsible for all pertinent deductibles, self-insured retentions, and/or self-insurance.

7. REQUIREMENTS

The Technical Requirements Table (below) and the attached Compliance Matrix excel workbook are categorized by various required and desired features. The Compliance Matrix and Technical Requirements Table will be used to determine the compatibility of the Firm's software to the requirements of the Paid Parking Equipment System. In the 'Firm Response' column, please enter the response to the requirement based upon the possible responses contained in the table. An omitted response or a deviation from the alpha responses provided will be construed to be a "NO" – not supported and/or is not provided as part of the Proposal. If you need to add any comments to further clarify your response, please do so in the column specified (if additional space is required, please attach any necessary documentation and index appropriately).

NOTE: It is not expected that the proposed solution will be able to provide all of the functionalities specified in the table. However, during the Proposal's review this will be used to evaluate each Firm's product and will facilitate in the selection of the software that best meets the City of Spokane's needs.

#	Technical Requirements	Firm Response	Comments, Explanation and/or Clarification
General Firm Credentials			
1	Firm has significant Public Sector market presence - provide number of customer implementations.		
2	Firm has a service support center (support and implementation personnel only) dedicated to the proposed product?		
Licensing			
1	Describe your licensing (user, application and database) for Hosted, SaaS or On Premises.		
Project Implementation and Training Plan			
1	The Firm shall include a typical timeline with this Proposal including major milestones for tasks and subtasks, dates and both Firm and customer resources.		
2	Include a description of your overall approach to each of the following task areas (if applicable):		
	a) System Installation		
	b) System configuration		
	c) Data Conversion		
	d) Training (A sample of training materials & documentation should be included)		
	e) Test planning and execution		
	f) System interface design and support		
	g) System roll-out, procedures, and support		
3	Please describe your current project management methodology.		
Support			
1	The City of Spokane expects that annual support will include all updates, enhancements and training to the proposed solution. Describe how your solution meets this requirement.		
2	Describe your ongoing user support, including whether you provide a service call desk, procedures for handling different types of calls, ability to prioritize critical calls, and ability to respond to calls within a reasonable time period.		
3	Describe your escalation process for issues that are not resolved during initial call.		
4	The City of Spokane prefers a response from the service desk to non-emergency calls within four (4) hours and a response to critical calls (delay in work or loss of data due to system failure) within 1 hour. Provide validation of this capacity.		
5	Describe how problems and/or bugs are reported, fixes developed, and status tracked for the proposed system.		
6	Describe your process for receiving, evaluating, and implementing requests for enhancements to the proposed system post implementation.		

7	Live support is available for any issues Monday – Friday, 8am – 5pm (PST), or other reasonable timeframe during typical business hours. Please provide SLA agreements.		
8	Describe customer communications processes that announce service outages, bug fixes, updates, known issues, EOL dates, etc.		
9	Describe account and support management methodology if provided such as dedicated resources included in cost or available at extra cost, onsite vs. remote meetings, regularly scheduled meetings vs. as needed, etc.		
General System Specifications			
1	City of Spokane staff does not have administrative rights to install or upgrade applications and plug-ins on their computers. Describe any and all components that must be installed locally on a client machine, including Internet Explorer and Office plug-ins. Describe your support for packaging these components, if any, for automated installation.		
2	Internally, the City of Spokane has standardized on a Microsoft desktop platform: Windows operating system, Office suite, and Internet Explorer browser. The selected application Firm is expected to support all features and functionality within this environment. List versions currently supported by your product and describe your policy for adopting new versions of these products.		
3	City of Spokane requires the solution be compatible with multiple modern internet browsers for customer access via various platforms such as smart phones, tablets, desktops, etc. List the browsers and their versions(s) that your system currently supports and describe any functionality restrictions and limitations with your solution.		
4	Any on premise components of the proposed solution must work in the city's current technical environment. If Proposal includes an on premise technology component, please describe the components that would be on premise and the environments supported/required. Include networking components and configurations required to support the proposed solution. If applicable, also describe any remote access to the city's network that your staff requires for implementation and/or ongoing support.		
5	Role Based Access Control (RBAC) allows the System Administrator to create user "profiles" that allow and grant user security rights to various functions of the system. Individuals or groups can also be given read/write or read-only access to the function, where applicable. Each user can be attached to a specific profile that gives them all the rights of the particular group. Describe how your system provides RBAC management and the level of granularity.		
Network Requirements			
1	Specify maximum allowed latency requirements		
2	Specify the typical amount of network traffic generated by this application in Mbps		
3	Specify the minimum network bandwidth required for each client installation in Mbps		

4	Specify all network ports that will need to be opened for both clients and network firewalls.		
5	Specify all public IP addresses that will need to be accessed by clients or servers.		
6	Specify any special IP address or protocol requirements for server or client PCs		
7	Specify remote access requirements and identify remote access users/equipment		
8	Specify physical switch port count requirements and port speed		
9	Specify any special network design requirements		
10	Specify if there are any QOS requirements		
11	Specify any telephony requirements analog and or IP		
12	Specify any wireless access requirements		
13	Specify fiber or ethernet cabling requirements		
14	Specify power requirements for all new equipment		
15	Identify any certificate requirements		
Third Party Contracting			
1	Identify any/all 3rd party subcontractors and/or cloud service providers you contract with for your solution.		
2	If using 3rd party subcontractors and/or cloud service providers describe the agreements you have with them for system security, business continuance, backup and restoration services, system availability, maintenance windows, hours of support, and penalties for violating prescribed uptime.		
Upgrades			
1	Describe your typical average upgrade schedule (frequency of version releases, patches, length of time to implement, notification process) and documentation provided.		
2	Describe your notification practices for:		
	a) Planned outages		
	b) Changes to the application and/or database		
	c) Unplanned outages		
	d) Product sunset		
3	Describe any test or “sandbox” environments you would provide to the City of Spokane.		
4	Describe typical upgrade effort (downtime, level of difficulty, length of time to upgrade/update)		
Communications and Operations Management			
1	Are there documented procedures for securing and hardening IT infrastructure components (e.g. network devices, servers, operating systems, databases, etc.)?		
2	Are audit trails and logs maintained for network/system/application events to support monitoring or incident research and, if so, for what length of time?		

3	Is there a vulnerability management program, which includes security patches or updates being regularly reviewed and applied to IT infrastructure components (e.g. network devices, servers, operating systems, databases, etc.)?		
4	Is traffic to/from the Internet (e.g. e-mail, web browsing) subject to malicious code scanning and data leakage prevention?		
5	Is there a Network Intrusion Detection/Prevention System with 24x7 monitoring, alerting, and handling?		
6	Is all City of Spokane data encrypted while in storage and in transit (over the Internet or unsecure networks)?		
7	Is City of Spokane data ever stored on non-company managed equipment?		
Public Records			
1	What is the procedure to retrieve bulk data in response to a PRR?		
Risk Assessment and Treatment			
1	Is there a risk assessment program in place?		
2	Is there a process to monitor, track, and remediate all identified risks on an ongoing basis?		
Security Policy			
1	Is there an information security policy?		
2	Have information security policies been reviewed in the last 12 months?		
3	Is there an Acceptable Use Policy for employees, contractors, temporary staff, etc.?		
4	Is the information security policy communicated to constituents?		
Organizational Security			
1	Is there an individual or group responsible for security within the organization?		
2	Are contacts with information security special interest groups, specialist security forums, or professional associations maintained?		
3	Has an independent third-party review of the information security program been conducted in the last 12 months?		
4	Does management require the use of confidentiality or non-disclosure agreements with external parties (including Vendors or Suppliers)?		
5	Is access to City of Spokane data (or the processing facilities hosting such data) provided to external parties?		
6	Is the penetration testing conducted by a 3rd party?		

7	Are suitable tests of systems and applications carried out during development and prior to acceptance?		
8	Are anti-virus products used and configured with daily definition updates?		
9	Are backups of systems and data performed periodically (e.g. weekly)?		
10	Is backup media stored offsite in a trusted facility?		
11	Is City of Spokane data isolated from other customer systems/data and secured to prevent unauthorized logical or physical access?		
12	Are there documented procedures for securing and hardening IT infrastructure components (e.g. network devices, servers, operating systems, databases, etc.)?		
13	Are firewalls used to segment network zones and terminate connections to external networks?		
14	Are audit trails and logs maintained for network/system/application events to support monitoring or incident research?		
15	Is there a vulnerability management program, which includes security patches or updates being regularly reviewed and applied to IT infrastructure components (e.g. network devices, servers, operating systems, databases, etc.)?		
16	Is traffic to/from the Internet (e.g. e-mail, web browsing) subject to malicious code scanning and data leakage prevention?		
17	Is there a Network Intrusion Detection/Prevention System with 24x7 monitoring, alerting, and handling?		
18	Is there an approval process to use wireless network devices?		
19	Are wireless connections encrypted?		
20	Is all City of Spokane data encrypted while in storage and in transit (over the Internet or unsecure networks)?		
21	Is there a policy that addresses the use and management of removable media? (e.g., CDs, DVDs, backup tapes, USB drives, etc.)?		
22	Is sensitive data on removable media, including backup tapes, encrypted?		
23	Is City of Spokane data ever stored on non-company managed equipment?		
24	Are desktops/laptops/mobile devices "managed" and configured with a minimum build including security software (e.g. host firewall, disk encryption, etc.)?		
Access Control			
1	Are privileged accounts (administrator, super-user, etc.) controlled and reviewed?		

2	For systems which touch City of Spokane data, is there a separation of duties process in place for approving and implementing access with sponsorship and duration documented?		
3	Are user access paths set up on a predefined role-based need-to-know basis (e.g., only the operators working on City of Spokane's project have access to City of Spokane's information and systems)?		
4	Are there formal procedures to add, delete and modify user accounts and access, assign to role and audit compliance against current user list?		
5	Do policies require access controls be in place on applications, operating systems, databases, and network devices to ensure users have least privilege?		
6	Are unique user IDs used for access?		
7	Is there a process to grant and approve access to systems processing, storing, or transmitting City of Spokane data?		
8	Is there a process to recertify access on a periodic basis (including privileged accounts e.g. administrator, super user, etc.)?		
9	Are passwords required to access systems processing, storing, or transmitting City of Spokane data?		
10	Do remote access communications into the environment occur over an encrypted tunnel (e.g. IPSec, SSL VPN, etc.)?		
11	Is multi-factor authentication required for remote access?		

Systems Acquisition Development & Maintenance

1	Is there a Software Development Life Cycle (SDLC) process, which includes security requirements and tollgates?		
2	Is access to production code and program source libraries based on the principle of least privilege?		
3	Are change control procedures required for all changes to the production environment?		
4	Is City of Spokane data ever used in the development, staging, or testing/QA environments?		
5	Are source code reviews (e.g. input validation) performed on applications, including those processing City of Spokane data?		
6	Are penetration tests and vulnerability assessments performed against external/Internet-facing systems and applications?		
7	Do developers receive targeted security training and are they made aware of vulnerabilities through periodic metrics reporting?		
8	Does the SDLC process include security requirements gathering, implementation, and verification tollgates before acceptance into production?		

9	Does the development process follow OWASP standards for building secure applications including international security review?		
10	For environments being used for City of Spokane data, do you have an external source code review of all major applications revisions to the environment (SQL injection, cross-site scripting, and security weaknesses, not QA)?		
11	Do developers regularly receive detailed coding and design training in application security?		
Incident Event and Communications Management			
1	Is there an Incident Response process (including IT security breaches) that is reviewed annually?		
2	Is there an Incident / Event Response team with defined roles and responsibilities?		
3	Is there a process to notify City of Spokane of incidents/events, including the sharing of relevant documentation (e.g. issues, root cause analyses, outcomes, and remediation)?		
Business Continuity & Disaster Recovery			
1	Is there a documented policy for business continuity and disaster recovery?		
2	Is the capacity at the recovery location reviewed on a regular basis to ensure that adequate capacity is available in the event of a disaster?		
3	Does the product or service in question have an assured business continuity capability?		
4	Does the recovery strategy assure the continued maintenance of the service level agreements?		
5	Does the Business Continuity and/or Disaster Recovery plan address notification to City of Spokane when incidents occur?		
6	Are alternate facilities (e.g. data centers, office locations, etc.) used?		
Compliance			
1	Are there requirements to comply with any legal, regulatory or industry requirements, etc.?		
2	Are audits performed to ensure compliance with any legal, regulatory or industry requirements?		
3	Is there a records retention policy?		
4	Is there an independent audit function within the organization?		
Privacy			
1	Is there an individual in the organization who is responsible for privacy?		

2	Do the policies and procedures include appropriate safeguards to ensure compliance with applicable privacy laws, including cross-border transfers of targeted privacy data?		
3	Is there a documented data flow for targeted privacy data for each jurisdiction?		
4	Does the organization control or own the delivery of Privacy Notices to customers?		
5	Are there documented policies or procedures to ensure targeted privacy data is only collected, stored and used for the purposes for which it was collected?		
6	Are there written procedures to process data protection authorities / regulators' complaints, if required?		
7	Are there documented procedures to notify customers (City of Spokane included) whose sensitive or personal information has been breached, as required by policy, practice or applicable privacy laws?		
8	Is there internal monitoring for compliance with Privacy Policies and procedures?		
9	Is on-boarding privacy training provided for all employees, contractors, temporary staff, etc.?		
SaaS Providers			
1	Are logins and communications secured with encryption? (HTTPS, SFTP,etc)		
2	Are data transfers secured with encryption (HTTPS,SFTP,etc)		
Vendors connecting to City of Spokane			
1	Vendor devices accessing City of Spokane networks are secured with at least the minimum required software (Antivirus,etc)		
2	Verify no personal devices will connect to the City of Spokane network, only authorized Vendor owned devices.		
3	Site to site tunnels are encrypted and mask both the Vendor and City of Spokane networks with NATing		
4	Will communication over the VPN or tunnel be limited to only the systems necessary to transfer data and/or service the projects at City of Spokane		

8. PUBLIC WORKS REQUIREMENTS

8.1 PUBLIC WORKS OPTION REQUIREMENTS

Option B scope of work for this project as identified in Attachment B - Pricing Matrix/Cost Proposal constitutes a public work under state law. Option B is subject to Washington State Prevailing Wage Rates. Proposers are warned to take into consideration statutory legal requirements, particularly, the payment of prevailing wages, payment/performance bonds and sales tax implications in making their Proposal for Option B. This option may be considered separately for inclusion in award. This option may be self-performed by the City.

8.2 RECIPROCAL PREFERENCE FOR RESIDENT CONTRACTORS

- A. In accordance with RCW 39.04.380 effective *March 30, 2012* the City of Spokane is enforcing a Reciprocal Preference for Resident Contractors. Any public works bid received from a nonresident contractor from a state that provides an in-state percentage bidding preference, a comparable percentage disadvantage must be applied to the bid of that nonresident contractor. A nonresident contractor from a state that provides a percentage bid preference means a contractor that: a) is from a state that provides a percentage bid preference to its resident contractors bidding on public works contracts; and b) at the time of bidding on a public works project, does not have a physical office located in Washington.
- B. The state of residence for a nonresident contractor is the state in which the contractor was incorporated or, if not a corporation, the state where the contractor's business entity was formed. All nonresident contractors will be evaluated for out of state bidder preference. If the state of the nonresident contractor provides an in-state contractor preference, a comparable percentage disadvantage will be applied to their bid prior to contract award.
- C. This section does not apply to public works procured pursuant to RCW 39.04.155, 39.04.280, or any other procurement exempt from competitive bidding.

8.3 BIDDER/PROPOSER RESPONSIBILITY (MANDATORY)

Before award of the Public Works portion of the contract, the Bidder/Proposer must meet the following mandatory proposer responsibility criteria to be considered a responsible Bidder/Proposer. The Bidder/Proposer may be required by the Owner to submit documentation demonstrating compliance with the criteria. The Bidder/Proposer also must verify responsibility criteria for each first tier subcontractor and a subcontractor of any tier that hires other subcontractors must verify the responsibility criteria listed in RCW 39.04.350(1) for each of its subcontractors. The Proposer must:

- A. Have a current certificate of registration as a contractor in compliance with chapter 18.27 RCW, which must have been in effect at the time of Proposal submittal;
- B. Have a current Washington Unified Business Identifier (UBI) number;

- C. If applicable:
- 1) Have Industrial Insurance (workers' compensation) coverage for the Proposer's employees working in Washington, as required in title 51 RCW;
 - 2) Have a Washington Employment Security Department number, as required in title 50 RCW;
 - 3) Have a Washington Department of Revenue state excise tax registration number, as required in title 82 RCW.
- D. Not be disqualified from bidding on any public works contract under RCW 39.06.010 or 39.12.065(3).
- E. If bidding on a public works project subject to the apprenticeship utilization requirements in RCW [39.04.320](#), not have been found out of compliance by the Washington state apprenticeship and training council for working apprentices out of ratio, without appropriate supervision, or outside their approved work processes as outlined in their standards of apprenticeship under chapter [49.04](#) RCW for the one-year period immediately preceding the date of the bid solicitation; and
- F. As of July 1, 2019, have fulfilled the Department of Labor and Industries' Public Works and Prevailing Wage Training Requirement before bidding and/or performing work on public works projects under RCW 39.04.350 and RCW 39.06.020 by either of the following:
- 1) Received training on the requirements related to public works and prevailing wage under chapter RCW 39.04.350 and chapter 39.12; or
 - 2) Be certified exempt by the Department of Labor and Industries by having completed three or more public work projects and have a had a valid business license in Washington for three or more years.
- G. In accordance with RCW 39.06.020, the Contractor must verify responsibility criteria for each first tier subcontractor, and a subcontractor of any tier that hires other subcontractors must verify responsibility criteria for each of its subcontractors. Verification shall include that each subcontractor, at the time of subcontract execution, meets the responsibility criteria listed in RCW [39.04.350](#)(1) and possesses an electrical contractor license, if required by chapter [19.28](#) RCW, or an elevator contractor license, if required by chapter [70.87](#) RCW. This verification requirement, as well as the responsibility criteria, must be included in every public works contract and subcontract of every tier.
- H. These verification requirements and responsibility criteria must be included in any subcontract at every tier for the public works project.**

8.4 CONTRACTOR REGISTRATION

The City is prohibited from executing a contract with a contractor who is not registered or licensed as required by state law.

8.5 PREVAILING WAGE – LOCAL AND STATE ASSISTED CONTRUCTION

A. The prevailing rate of wages to be paid to all workmen, laborers or mechanics employed in the performance of any part of this contract shall be in accordance with the provisions of Chapter 39.12 of the Revised Code of Washington (RCW) and the rules and regulations of the Washington State Department of Labor and Industries. The schedule of prevailing wage rates for the locality or localities where this contract will be performed will be determined by the Industrial Statistician of the Department of Labor and Industries.

B. The State of Washington prevailing wage rates applicable for this public works project, which is located in Spokane County, may be found at the following website address of the Department of Labor and Industries:

<https://fortress.wa.gov/lni/wagelookup/prvWagelookup.aspx>.

Based on the bid submittal deadline for this project, the applicable effective date for prevailing wages for this project is Monday, December 23, 2019. Upon request, the Owner will mail a hard copy of prevailing wages for this project.

C. As the successful bidder and its subcontractors will be held responsible for paying the prevailing wages, it is imperative that all contractors familiarize themselves with the current wage rates before submitting bids based on these specifications.

D. Questions about current prevailing wage data may be directed to the City of Spokane Office of Contract Administration/Compliance, (509) 625-6032 or Washington State Department of Labor and Industries, (509) 324-2586.

E. If apprentices are to be used, they must be registered with the State Apprenticeship Council; otherwise, they are to be paid prevailing journeyman wages.

8.6 NON-COLLUSION

The Proposer by submitting their Proposal certifies that the Firm has not, directly or indirectly, entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free competitive bidding in connection with the project for which this bid proposal is submitted.

The Proposer by submitting their Proposal certifies that, within the three-year period immediately preceding the Request for Proposal solicitation date for this Project, the Firm is not a “willful” violator, as defined in RCW 49.48.082, of any provision of chapters 49.46, 49.48, or 49.52 RCW, as determined by a final and binding citation and notice of assessment issued

by the Department of Labor and Industries or through a civil judgment entered by a court of limited or general jurisdiction.

8.7 PUBLIC WORK GUARANTEE

The Firm guarantees all work, labor and materials for the public works portion (Option B) for one (1) year following final acceptance of the Work. If any unsatisfactory condition or defect develops within that time, the Firm shall immediately place the Work in a satisfactory condition and repair all damage caused by the condition or defects at its sole expense. This guarantee does not apply to Work which has been abused or neglected by the Owner. This guarantee shall be separate from and in addition to any more extensive warranty requirements specified for certain elements and products used in the Work.

RESPONSE TO RFP #5207-19 PAID PARKING EQUIPMENT FOR THE CITY OF SPOKANE, WASHINGTON



ORIGINAL

Submitted by: Mr. James MacKay
MacKay Meters, Inc.

1342 Abercrombie Road, New Glasgow, NS, B2H 5E3
Tel: (902) 752-5124 x 295 Due: December 23, 2019



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December 23, 2019

Head Office:
MacKay Meters, Inc.

P.O. Box 338
1342 Abercrombie Road
New Glasgow, Nova Scotia
Canada, B2H 5E3

LETTER OF SUBMITTAL

Tel: (902) 752-5124
Fax: (902) 752-5955

To Whom It May Concern,

MacKay Meters, Inc. ("MacKay"), is pleased to submit our response to the **RFP #5207-19 PAID PARKING EQUIPMENT** for the City of Spokane ("City"). Our response provides information on all three types of parking hardware the City is interested in: the mkBeacon™ ("mkBeacon" or "mkBeacon 2Bay") single or dual space meters and the MacKay Tango™ ("Tango") pay stations. Our cutting-edge web-based Sentinel™ Meter Management System ("Sentinel™ MMS" or "MMS") software along with mkAnalytics™, our newest and the industry's most flexible analytic tool, is also part of our provided information package.

MacKay Meters, Inc. is a division of J.J. MacKay Canada limited and is a registered corporation in Florida. MacKay has gained global recognition in the parking industry by providing our customers with impeccable customer service, and robust innovative products that are consistently recognized as being on the leading edge of technology. We have a 60-year history in the provision of products and services to all levels of local government including major cities not only in the United States and Canada, but also internationally.

Over the past 60 years, MacKay has gained crucial experience in deploying large scale procurements. Recently, MacKay has successfully delivered over 500 pay stations to San Francisco Municipal Transportation Agency, and has been chosen as the primary supplier of multi-space and single-space meters for the City of Vancouver, BC, with 400 Pay Stations installed during 2018 and 2019. Currently, MacKay is in the process of installing 1250 pay stations in the City of Montreal, Quebec.

The mkBeacon wireless single space or 2-Bay meter accepts coin, credit card, smart card, and cellular payment. The mkBeacon™ meter uses solar power, has a large display with an easy to use piezo style keypad, utilizes the latest payment technology, all while featuring a new modular design. The exterior components of the mkBeacon™ meter are precision made, injection molded parts, made of an extremely durable, light weight, impact resistant polycarbonate copolymer resin material that will not corrode. The precision fit of the injection molded parts minimizes gaps and water ingress into the interior of the meter. The meter components mate tightly with the tubular stainless steel rear exterior housing of the mkBeacon™ meter, and together provide a very strong, weather proof exterior casing. The interior bracketry is made with recyclable plastics. **The mkBeacon meter is the world's ONLY battery neutral single space meter, and will save the City THOUSANDS of dollars in battery costs.** This meter is the industry's "greenest" and most technologically-advanced parking meter, and one that would fit very well on your streets.



MacKay Meters produces some of the strongest, most secure, vandal-resistant housings in the industry today. As part of this proposal, and in addition to the mkBeacon meters, MacKay is offering the MKH4500 vault as a complete turn key solution consisting of brand NEW products from the pole up.

MacKay has developed a smaller, lighter, and simpler solution to multi-space parking – the MacKay Tango™. The Tango™ supports various payment options including coins, tokens, smart cards, magnetic stripe and contactless credit cards as well as non-pin debit cards.



The TANGO, along with all MacKay equipment, is designed to adhere to today's stringent PCI DSS, PA-DSS, ADA and ISO 9001:2008 requirements.

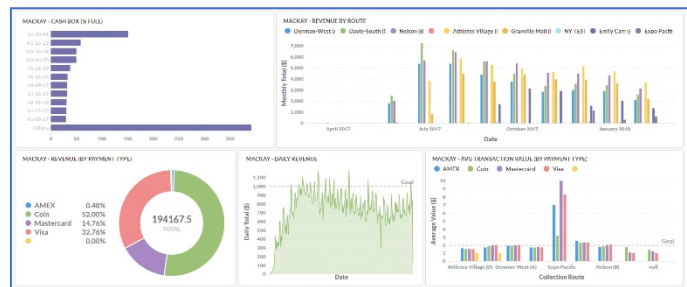
Our hosted, Sentinel™ MMS is an extremely intuitive maintenance and reporting data aggregation tool. The Sentinel™ MMS will provide real time information to the City, allowing you to make decisions concerning the parking system based on specific data. Sentinel™ MMS offers a dashboard view of all parking operations including maintenance reports, financial reporting, event scheduling, alerts, rate management and third-party functionality.

Sentinel™ MMS was designed using best practices providing the ease of integration with third parties such as mobile payment providers, vehicle detection providers, enforcement providers and reporting tool providers.

mkAnalytics™ is a newly released add-on for Sentinel™ MMS that allows the City to design their own reports and dashboards with timelines, pie charts, bar graph and dozens of helpful ways to better display and communicate data. It includes daily emails for pushing certain reports to individuals or groups and the flexibility to query anything in the collected



I am confident that as you read through our response, you will come to the conclusion that the MacKay product line, is the right choice for you. We are the industry's most exciting company, providing products at the lowest price point, with an existing and robust interface and with several third party mobile payment providers and enforcement solutions. We have the open architecture design in our back-end meter management system that is the new standard in these projects that need to interface with other pieces of your puzzle. Simply put, MacKay is bringing the most experienced team, the most dynamic product and the most flexible software suite as our offering to you.



We look forward to the opportunities that this process presents and are confident the City will benefit from a partnership with MacKay for many years to come. MacKay will comply with all terms and conditions set forth in the Request for Proposals, unless otherwise agreed by the City.

Sincerely,

David Forbes
Western Sales
MacKay Meters, Inc.
902-752-5124 ext. 608
david.forbes@mackaymeters.com



1. TECHNICAL PROPOSAL

1.1 PROJECT APPROACH / METHODOLOGY

It is our understanding that the City of Spokane is looking for newer technologies in order to upgrade their existing parking meters and pay stations that will allow them to take full advantage of newer payment options, communications capabilities, product integrations, analytics, improved maintenance functionality and meter management tools.

MacKay is in a unique position being able to offer all three of the products the City is interested in learning about; single space meters, dual space meters and pay stations. MacKay also understands that the City has the option of selecting equipment from more than one vendor, so rest assured, MacKay is very open to working along side other vendors to ensure the best system for you.

MacKay is offering a solution that can be installed in stages or all at once if the City chooses. Strong emphasis on staff training and ongoing support from our customer service team is ensured. This way, the City controls their meters without the need of third-party management companies in handling maintenance and repair needs. All our meters and pay stations are modular and easily maintained with a small cache of spare parts.

1.2 WORK PLAN

MacKay proposes to supply the City with a combination of single and dual space meters to cover on-street parking where existing meters are in need of upgrading. The existing infrastructure of poles reduces the overall cost of implementing this work plan versus installation of new pay stations on-street. The mkBeacon provides a newer, cutting edge approach to single / dual space parking. When someone parks in an open space with a new mkBeacon single or dual space meter, they don't have far to walk to get to the meter, all instructions are communicated on a large LCD screen, all major payment options are available (except bills) and enforcement is easily verified visually at the pole through bright LED lights. The implementation of a dual space meter reduces the City's costs significantly where one meter can manage two spaces.

The MacKay Tango offers a low cost solution for lots or areas without pole infrastructure and includes parts that are common with the mkBeacon which allows the city to have a single spare parts list. The Tango is small yet strong and is non-imposing on a street scape.



The Sentinel Meter Management system integrates the mkBeacon and Tango maintenance, financial and enforcement functionality under one platform. It is browser based, highly configurable and designed to work easily with third party solutions such as mobile payment, sensors and enforcement applications.

In general, the work plan would entail identifying the meter locations that the City wishes to upgrade to determine the type and quantity of meters required. Next, MacKay will work with the City to determine the best configuration of those meters that will allow for an easier transition and also allow for future upgradability. MacKay will then build the meters and schedule delivery, training, installation and implementation of the meters.

On-site training will be provided for all you parking staff (maintenance, financial and enforcement) during the installation process and follow-up training will be provided as needed. Integration with third party applications will be setup prior to installation where requested.

1.3 PROJECT SCHEDULE

The following is a sample Project Schedule typically undertaken for the delivery of single / dual space meters and pay stations for approximately 5000 spaces:

MacKay General Meter Project (5000 spaces)	~120 days	
MacKay Process	56 days	
Sales Order Approved	2 days	MacKay
MacKay Product Specifications Package Sent to Customer	1 day	MacKay
Project Kick-off Meeting	2 days	
Confirm Order Details	1 hr	Customer, MacKay
Ensure Shipping Address is correct	1 hr	Customer
Communicate Merchant Account Details	1 hr	MacKay
Discuss 3rd Party Integrations	1 hr	Customer, MacKay
Sentinel Services Explained	1 hr	MacKay
Rates Discussion	1 hr	Customer, MacKay
Signage / Decal Requirements	1 hr	Customer
Installation Requirements	1 hr	Customer, MacKay
Expected Go-Live Date	1 hr	Customer, MacKay
Obtain End User Information	1 hr	Customer
Training Requirements	1 day	



Confirm Training Requirements	2 hr	Customer
Confirm who will participate in the Training	1 hr	Customer
If remote of On Site allocate time	1 hr	Customer, MacKay
Review Returned Information	10 Days	
GHN Agreement Signed	5 days	Customer
Review of Configuration Information	5 days	MacKay
Merchant Account / CreditCall Setup	10 Days	
Confirm Approved Merchant Account is being setup	0.5 hrs	Customer, MacKay
Proper Merchant Info Returned To MacKay	10 days	Customer
Sentinel Setup	14 days	
Customer Added to Sentinel	2 days	MacKay
Enter Units in to Sentinel	3 days	MacKay
Merchant Account info entered into Sentinel	1 days	MacKay
Specified Sentinel Services Activated	7 days	MacKay
Meter Name(s) and Location Setup Confirmed	1 day	Customer
Production and Shipping (concurrent with other setup)	40 days	
Production Buffer	40 days	MacKay
Ship Units	1 day	MacKay
Arrive at Customer	7 days	MacKay
MacKay Technician - Travel	1 day	
Book Travel	1 day	
Flights	1 day	MacKay
Hotel	1 day	MacKay
Ground Transport	1 day	MacKay
Travel to Location	1 day	MacKay
Customer Process	66 days	
Equipment Install and Configuration	~60 days	
Install Meters	60 days	MacKay, Customer
Signage Installed	60 days	Customer
Training	4 days	
Train Customer on Hardware / Meters	1 day	Customer, MacKay
Train Customer on Sentinel	1 day	Customer, MacKay
Configure Meters	1 day	Customer, MacKay



Meter(s) Verified Online	1 hr	MacKay
Go-Live Preparation	1 day	
Rates Approved	1 hr	MacKay, Customer
Receipt Messaging Approved	1 hr	Customer
3rd Party Integrations Ready	1 hr	Customer, MacKay
Merchant Account Live	1 hr	Customer, MacKay
Screen Messaging Approved	1 hr	Customer
Go Live Date	1 hr	Customer, MacKay
Customer Services Handoff	1 day	
Project Close Meeting	1 day	Customer, MacKay
Hand off to Customer Services	1 hr	MacKay



1.4 DELIVERABLES - MKBEACON DETAILED PRODUCT DESCRIPTION

The mkBeacon comes in single or dual (2-Bay) space versions depending upon the location. Other than software, the primary difference is the dual space keypad includes left and right space options. Typically, a dual space mkBeacon will replace two older meters on one pole given these meter poles are usually installed between two spaces.

Figure 1 - two single space meters can be replaced by a dual space mkBeacon

1.4.1 mkBeacon Housing

The mkBeacon consists of high strength polycarbonate front cover assembly attached to a rear tubular stainless steel frame. All electronic components and sub-assemblies are held or mounted within the front cover assembly which locks onto the rear frame assembly. The rear frame assembly is securely bolted to the vault housing (either existing housing or new MKH housing vault).



When placed into and secured into traditional meter housing, there is no longer a need for a traditional mechanism housing “top” and “cap” as the mkBeacon front and rear assemblies replace these portions of the housing. Only the existing housing vault is used (or replaced with a new housing vault where needed). The mkBeacon is designed such that when unlocked, the front cover assembly can be easily lifted up to a service position or lifted up fully until it becomes detached and removed from the rear frame assembly and meter housing.

The front cover assembly has a unique service position feature in that it can be slid upwards relative to the back frame to a fixed/locked position. This allows for the most common forms of service work such as inspecting/clearing coin chutes, card slots and battery replacement to be done with the meter held in place freeing up the technician’s hands.

When viewed from the front, the separate coin and card slots are visible as is the “NFC/Tap” reader area for making contactless payments. All payment modes are accessible to the user when the mkBeacon is properly installed into place with the rear frame assembly.

Figure 2 - Single space mkBeacon wireless meter





Above the user keypad is the back-lit graphics LCD, visible through a rectangular opening on the front cover. Above the LCD, are the light sensor and three visual indicator LEDs for use by enforcement and maintenance staff. The red and green LEDs are used for enforcement or meter status indication, usually to indicate that the meter is OK/in a valid “time purchased” state or to indicate that the meter is in an expired state. The yellow LED is used primarily to indicate that service or maintenance is required.

Figure 3 - Maintenance friendly access for on-street servicing

Above these three LEDs is a fourth LED light designed to illuminate the front face and controls and payment slots on the mkBeacon under low light conditions.



The card slot is for accepting chip based smart cards, as well as traditional magnetic stripe type credit cards. An optional contactless card reader can be installed to the right of the coin slot for “Tap” NFC payment..

1.4.2 Protection of Electronic Components



The electronic components are all conformal coated to protect against moisture.

Figure 4 – Dual space (2-Bay) mkBeacon wireless meter

The protective covers used on the mkBeacon are made of a clear, 1/4” thick Lexan® polycarbonate which has an added UV inhibitor which extends the life of the covers, reduces premature yellowing, and helps protect the Lexan from breakdown due to exposure to strong UV rays.

The mkBeacon meters have a series of “air flutes” or channels built into their design. Attention giving to water ingress and water exposure ensures that rain water cannot easily enter the housing and is designed to provide for air circulation for the escape of moist air that may otherwise be trapped inside the housing.

Furthermore, condensation build-up inside the meter is minimized by air circulation within the meter cavity that the meter post is straight/vertical allowing water to drain properly from the housing. It is suggested that installed meter



posts have ¼ inch drain holes drilled 6 inches above the base and 6 inches below the housing to help allow water and condensation to escape from the mounting poles.

1.4.3 Power

The mkBeacon is the worlds **ONLY** single space meter that runs entirely on renewable energy. A single Lithium-Ion battery pack (6 x AA or 12 x AA) provides enough power to keep the meter running and support all functionality. Assuming a fully charged new battery, the typical estimated life expectancy of a rechargeable battery pack is about four to five years. MacKay also provides a battery charging station so the City can always have charged batteries on their shelves IF a battery does need replacement.



Figure 5 - rechargeable lithium-ion battery pack

1.4.4 mkBeacon Display Screens and LEDs

The mkBeacon has a large, high contrast, graphics capable, backlit, liquid crystal display, which provides for contrast adjustment. The display is protected by a high quality, ¼” thick, clear Lexan® polycarbonate cover which has a UV inhibitor additive to extend the life of the Lexan, and to allow for clear, unhindered viewing of the display. The large display allows for the presentation of large, easily read characters and text. The display is a vertical, flat facing design, allowing for easy viewing for most users and also ensuring that rain water will readily run off the display, providing a “self-cleaning” aspect

Design and deployment of the mkBeacon screens is managed via the Display Editor within the Sentinel™ MMS. The display supports up to 8 lines of text, 5 font sizes, and up to 3 panels per status... all customizable.



Figure 6 - Customizable display screen showing payment options



1.4.5 Visual Enforcement

The mkBeacon meters have visual enforcement indicators on both the front (sidewalk-facing) and the back (street-facing) sides of each meter



Figure 7 - Front Enforcement LEDs

The front display of the meter is large and provides clearly visible indication of the current meter payment status to end users and enforcement officers. If there is any parking time remaining, two pairs of large digits, separated by a colon, will be displayed indicating the time remaining in hours and minutes. A large “EXPIRED” graphic will be displayed to indicate that there is no count down time remaining on the meter (i.e. time expired).

“Super-bright” type LED enforcement indicators are present on both the front and rear of the mechanism. LED indicators are used for indication of the following conditions: Green - “paid,” Red - “expired,” and Yellow for both - “out of order,” or “maintenance required.” The LEDs can be configured to be ON or OFF or to blink during different periods of the day and at a specified blink rate. The brightness of the LEDs is factory configurable for both daytime and nighttime viewing and can be changed by making a factory adjustment of the LED blink on-period.

1.4.6 Coin Chute

The most current version of MacKay’s SmartChute™ coin chute has five individual sensors. There are three inductive type coil sensors. Metallic objects of sufficient size/density will be detected by any of these three sensors. Each sensor can be used by the meter to serve two roles: coin insertion and validation, and metallic object jam detection. All valid North American coins currently in circulation have specific metallic properties and as such, an inductive type coil sensor is the logical choice for coin insertion detection/activation. Also, fogging or build-up of water, moisture, dust, dirt, or grime will not impact or affect coin insertion detection in these types of sensors.



Figure 8 - MacKay's patented SmartChute™ Plus



In addition to these five sensors, a series of individual “anti-pull back” flippers are located at the lower end of the coin path, strategically placed between two of the inductive coil type sensors. Valid coins inserted into the meter must travel past both of these coil sensors in order to be validated, and therefore travel in the reverse direction back up the coin path (i.e. coin on a string), is restricted by these individual flippers.

The coin chute can be programmed to accept up to 16 different coins or tokens and is typically setup to accept all US quarters, nickels, dimes, and dollar coins. Customized to the City’s specifications.

1.4.7 Card Reader Payment and Processing

The mkBeacon is capable of accepting in real time, both magnetic stripe type or contactless type credit cards, including NFC enabled devices that emulate contactless credit cards, issued by the major card brands. All credit card transactions that originate at any MacKay parking meters are authorized using an internet-based, secure payment gateway solution provided by CreditCall Ltd. (“Payment Gateway”). When a credit card (CC) is swiped or tapped at the point of sale, the meter initially performs basic checks for card type, and expiry date, as well as checking for being on the ‘Hotlist’ file. If any of these local checks fails, the transaction is immediately declined and aborted, with an appropriate message displayed to the cardholder. If the swiped card is a valid CC, the Presented products attempt to connect to the internet wirelessly, via a cellular radio/modem, registered on the appropriate CDMA, GPRS or HSPA network. The behavior of the meter from this point forward is dependent on activation of the “hold and send” feature.

If the “hold and send” feature is NOT active, CC authorization is only possible if the meter successfully connects to the Cellular Network and establishes a secure connection to the Payment Gateway. If the Cellular Network connection is successful, the meter then establishes a secure SSLv3 socket connection, to the Payment Gateway, forwards the CC details to the Payment Gateway and waits for a response. The Payment Gateway will forward the transaction to the cardholder’s issuing bank, through the merchant’s processor which will either authorize or decline the transaction. The response is passed back to the meter by the Payment Gateway. If the CC transaction is authorized, the cardholder is provided a confirmation of payment on the screen by the award of parking time on the meter. An appropriate message is displayed if the credit card is declined.



Figure 9 - Card Reader, Coin Slot and Contactless Card payment options

If the “hold and send” feature is active, the meter behavior is similar to what is described above; however, if the time to establish the Cellular Network connection or connecting to the Payment Gateway exceeds a programmable period of time, the CC transaction will be accepted by the meter without authorization. In this circumstance the cardholder is provided a confirmation of payment on the screen, by the award of parking time on the meter. The meter will continue to attempt to make a network/gateway connection to authorize this transaction for a programmable period of time. If any attempt is successful, the CC transaction gets authorized or declined in the usual fashion. If no attempt made in that period was successful, the meter will hold the transaction until the next established network connection. Parking time awarded to a cardholder is never taken away or removed in the event that the CC transaction is subsequently declined. The number of credit card transactions that can be accepted and held by the meter at any given time is programmable via the Sentinel™ MMS, with the maximum limit set at 15 transactions.

The card payment slot restricts the width and thickness of the card being inserted to that of a standard sized credit or debit card. Also, the card payment slot is purposely narrowed to restrict the insertion of coins and similar such items. Card insertion with the magnetic stripe orientated in the incorrect orientation cannot be easily done because the raised embossing of the credit card acts as an obstruction to the card slot.

The card slot can be setup to accept VISA, MasterCard, American Express, Discover and Diner’s Club cards depending upon what the City chooses.



1.4.8 Additional Payment Option – EMV Contactless Card Reader (Optional)

As it relates to EMV, the mkBEacon™ meter offers a contactless credit card reader that meets the EMV L1 and L2 Certifications. The card reader supports all layers of ISO14443 Type A&B communication scheme and ISO18092 NFCIP-1 standards. It is EMV compliant and supports contactless payment applications with the following: Visa® payWave, MasterCard® PayPass™, American Express® ExpressPay®, Discover® Network Zip as well as other forms of NFC payment including ApplePay and Android Pay.

Figure 10 - mkBeacon with contactless payment (Apple Pay) accepted



1.4.9 MacKay's Cellular Technology

The cellular modem devices proposed for use with MacKay's wireless solutions are the 'MTSMC' series Socket Modem devices manufactured by Multi-Tech Systems Inc. These are fully modular approved, high performance, low power 'Data Only' devices ideally suited for 'machine-to-machine' applications such as on-street parking. The MTSMC devices available offer 4G-LTE as well as 2G or 3G, GSM or CDMA data performance. All MTSMC Socket Modem series devices are end to end carrier certified/approved as an end use device. All models in this 'MTSMC' series of Socket Modems share the same hardware footprint, allowing MacKay to offer its customers cellular radio solutions covering all major cellular networks/frequency bands.

A handheld signal strength device can be used prior to installation to determine the best cellular carrier in the area and the modem can then be setup for that carrier.

1.4.10 Switching Network Technologies with the mkBeacon™

The modular design of the quick-release radio-drawer used in the mkBeacon™ parking meter allows it to be easily replaced with an alternative radio if the existing radio type is not effective in that area of the City or if it needs to be serviced. The radio-drawer design allows alternative wireless solutions, including HSPA, EVDO, and LTE to be supported without the need to replace the entire parking meter and incurring the added expense a full replacement would entail.

The radio assembly is located near the top of the mkBeacon™ meter. By simply turning the locking pins (thumb screws – one on each side) 90 degrees counter clockwise will unlock the compartment. The pins will come loose but will stay attached to the assembly. At this point the communications module can be pulled out and replaced with any alternative wireless communications module. No



special tools and no need to replace anything more than the communications module of the mkBeacon™.



Figure 11 - mkBeacon communications module - easily removed and replaced

1.4.11 Operating System and Meter Interface

The mkBeacon meter includes MacKay proprietary operating system that allows it to operate as efficiently as it does. The meter has a number of interfaces that are externally accessible when the meter is in its closed and locked position. The interfaces available are the 4 - 6, large buttons, placed next to the front display and the payment slots/surfaces (1-coin slot, 1-card slot, and 1-contactless card “tap” surface). The buttons, are fully sealed, ‘Piezo’ type, and feature permanent label markings. Buttons were chosen to be user-friendly with ADA considerations in mind.

The Piezo style buttons or 6 Button Pad feature no moving parts and can only be activated by physically pressing the button. Piezo type buttons were chosen over capacitive style buttons, because they don’t rely on the ‘skin effect’ from a user’s finger to work, and they don’t false trigger, or become desensitized over time.

The coin payment slot is used to make cash payment at the meters. In addition, the coin slot also acts as the interface for PMRs using a PDT handheld device whereby a narrow RF probe inserts into the coin slot to initiate data transfer with the meter.



Figure 12 - mkBeacon Piezo control buttons (shown on 2-Bay mkBeacon monitoring 2 spaces)



The meter button functions differ depending on the mode of use, 'USER' mode or 'MAINTENANCE' mode.

In 'USER' mode, the UP or DOWN arrows are used by the public to select the amount of parking time desired, where pressing the UP arrow will increase or Add (+) park time up to the MAX park time allowed and the DOWN arrow will decrease or Subtract (-) park time to the MIN purchase amount. Once the MAX park time allowed or the MIN purchase amounts are displayed, a subsequent press of the same button will display the MIN purchase amount or the MAX park time allowed respectively. Once the desired amount of park time is displayed the user can either press the GREEN 'Checkmark' button to confirm the amount or press the 'X' button to cancel the transaction, and start over. If no buttons are pressed for a programmable period of time, any initiated transaction will automatically be cancelled and the meter will revert back to its idle state.

Confirmation of a card transaction by pressing the 'Checkmark' button is followed by a swipe of a credit card, insertion of a smart parking card or TAP of a contactless credit card at the contactless payment area. Alternatively, the meter can be configured to allow the presentation of any card to act as the confirmation, (swipe/tap to confirm) where after the desired amount of time has been selected, the user can simply swipe a credit card, insert a smart parking card or TAP a contactless credit card at the contactless payment area, without the need to press the 'Checkmark' button.

1.4.12 Collection Card

The collection card, when inserted into the mkBeacon card slot, resets the audit report and notifies Sentinel that the coin box is being removed / emptied.



Figure 13 - The Front and Back of a mkBeacon Collection Card

The collection staff member inserts the card as instructed and then empties the coin vault. All audits are then available on Sentinel MMS.



Note: If the collection staff member neglects to use the card, the mkBeacon continues to add new coins to the previous audit. The next time card is used the audit resets then and the audit file reflects the coins from two collection periods.

1.4.13 Maintenance Card

The maintenance card allows a staff member to access a menu of options on the mkBeacon.



Figure 14 - The Front and Back of the mkBeacon Maintenance Card

The options include:

Quick Test – diagnostic screens showing meter information, radio status, battery voltages, coin chute status and electronic status. Quick test does not change the time on the meter when it is run.

Radio Test – powers up the radio and connects to the central server to verify the radio is operating properly.

Collection - same as using the collection card

Lamp Test - restarts the meter and checks for updates. Any time on meter is lost.

Force Offline – Stops the meter from accept payment. No time can be added.

Clear Offline - Returns the meter to active from "Force Offline"

Clear Time – removes time from the meter back to zero.

Add Time – Allows the staff member to add time to the meter

Enter Test mode – puts the meter into test mode where payment can be tested and time added to the meter.

Try Payment Input – allows the staff member to test all payment devices without any payment going through or time added to the meter.

Adjust Contrast – Allows the maintenance staff to adjust the contrast on the display.

1.4.14 M Series Lock Assembly and Optional Medeco NexGen Electronic Locks

The mkBeacon™ meter typically ships with a lock assembly that includes, amongst other pieces, a MacKay Plus Series (M Series) lock. MacKay housings can be outfitted with an optional Medeco Electronic Lock if applicable.



1.4.15 M Series Lock and Optional Medeco Electronic Locks

The mkBeacon™ meter typically ships with a lock assembly that includes, amongst other pieces, a MacKay Plus Series (M Series) lock. MacKay housings can be outfitted with an optional Medeco Electronic Lock if applicable (pricing is extra and can be found in the spare parts list).

The Medeco electronic Cam Locks are an ideal for loss and liability management. The cylinder requires no wiring to the door and is powered by the Medeco rechargeable key (sold separately). The cylinder is designed for interior and exterior use with an operating temperature rating of -40 degrees Fahrenheit to 140 degrees Fahrenheit. Flexible authorization, auditing of use and quick retrofit to existing hardware are all in one convenient package.



Figure 15 - Medeco Electronic Lock cam

1.4.16 Mobile Payment

MacKay provides several fully integrated solutions for accepting mobile payment. Rather than build a single, proprietary application that only works with our equipment, MacKay developed an API interface that works with most mobile payment applications present today. This way, the City can choose the mobile payment application that best fits their needs. For single or 2-Bay space meters, mobile payment allows the user to pay for a specific space that is denoted by a space number on the meter or post. The user enters the space number, pays for the desired amount of time and leaves. The transaction is communicated to MacKay's servers where the transaction is recorded as a mobile payment in Sentinel. The time is simultaneously sent to the meter (optional functionality) so that the time show on the meter. If the City chooses not to display the time on the meter, then the transaction data is typically sent to an enforcement application that the enforcement officer can access remotely.

This integrated solution all takes place in just seconds with a proven latency of under 60 seconds 95% of the time and under 2 minutes 99% of the time ensuring mobile payment users are not ticketed after using mobile payment.



MacKay currently supports the following mobile payment solutions:

- **Passport Labs**
- ParkMobile
- Pay by Phone
- MacKay Pay
- And others



1.4.17 MKH4000 HIGH SECURITY HOUSING (ONLY VAULT REQUIRED)

The MacKay MKH4000 features a precision- machined meter housing constructed entirely of durable ductile iron with a tensile strength of 65,000 PSI. The housing has a special tapered design for increased strength and security. The MKH4000 includes our largest vault in a tough wrinkle finish with an extended coin can. The coin canister holds up \$100 in mixed U.S. coins. For complete specifications and details, please see the MKH4000 brochure in the Appendix.

Note: only the vault portion of the MKH4000 is used with mkBeacon meters as the mkBeacon is built with its own upper housing that fits onto the vault.



Figure 16 - MKH4000 High Security Housing vault



MK BEACON™



MKBEACON™ 2-Bay Meter



Key features:

- Supports single-space or multi-bay parking.
- EMV compliant, PA-DSS certified and FCC approved.
- Accepts coins, credit cards, contactless credit cards and smart cards.
- MacKay's patented SmartChute™ coin validation technology.
- Green Technology - High efficiency solar panel providing long-lasting power to a single, rechargeable battery pack.
- Runs entirely on renewable energy.
- Superior design for serviceability providing quick access to components for on-street maintenance.
- Large high contrast graphics display.
- Bright, front and rear enforcement LEDs can be easily seen from passing enforcement vehicles.
- Powerful off-site monitoring capabilities using Sentinel™ Meter Management System. Monitor your equipment remotely, generate reports, and receive alerts, no matter where you are.
- Fits into existing housings or ships with new vault and coin can ready for the street.
- Manufactured under stringent ISO 9001:2008 certified quality process.
- MacKay Meters backs its product lines with a solid warranty based on the confidence in the quality of its products.

<over for specifications>

www.mackaymeters.com



SPECIFICATIONS

General Specifications

- Compatible with all MacKay mechanism housings and many competitor's housings.
- Manufactured under ISO 9001:2008 certified quality processes.
- Designed to work under extreme environmental conditions.
- Operating temperature range:
-22°F (-30°C) to 176°F (80°C).

Power Source Details

- High efficiency, solar recharged, lithium-ion battery pack.
- Battery pack is easy to replace on-street without the use of tools.

Keypad & Human Interface Details

- Sealed weather proof buttons for selecting menu items.
- Standard buttons include an up arrow, down arrow, "✓" for accept and "X" for cancel.
- Audible feedback with all button presses.

Front Graphical Display



- High contrast and high visibility Liquid Crystal Display (LCD) and Light Emitting Diode (LED) backlight technologies.
- LCD has fully programmable displays and LED back light for effective night-time operation.
- Large 4.25" (108 mm) display.
- Client controlled customizable screens that can be sent remotely using Sentinel™ Meter Management System (MMS)

Front and Rear LEDs

- Dual colour (Red/Green) Super Bright LED's on both front and rear.
- Flashing LED visible at distance of 80 feet (24 meters) at night.

Communication and Data Transfer

- Supports multiple secure interfaces for communication including:
 - Wireless cellular radio 3G and 4G cellular (HSPA, EVDO, LTE)
 - X-Key programming port
 - Future Expansions

LED Night Light

- Bright LED provides light for the buttons and payment options during dark hours.

Coin Payment

- Patented SmartChute™ coin discriminator proven in hundreds of thousands of meters worldwide.
- 3-coil design provides accurate coin reads and long life.
- Straight-drop/clear view coin chute allows for superior detection and removal of foreign objects.
- Coin chute is easily and quickly replaced/ serviced in the field without the need for special tools.
- Coin chute calibration or chute training is not required.
- Sorts up to 16 different coin/token signatures and uses a single stainless steel entrance slot.
- Can be programmed to detect non-metallic jams such as paper/gum.
- Validates and discriminates coins electronically by two different coil sensors/methods.
- Invalid coin indicator on display.

Credit Card and Smart Card Payment

- Single card slot for both credit card and smart card payment.
- Card reader rated at 50,000 insertions and is easily and quickly replaced / serviced in the field without special tools.
- Real time credit card authorization through cellular communications.
- PA-DSS validated.
- Angled insertion design to prevent water ingress.
- Programmable² to support numerous ISO7816 compliant smart card payment technologies including:
 - Microprocessor cards
 - Reloadable stored value memory cards
 - Other custom card payment schemes

Contactless Payment

- compact module easily serviced/replaced
- EMV compliant reader supports contactless payment applications with the following: Visa® payWave, MasterCard® PayPass™, American Express® ExpressPay®, Discover® Network Zip.
- EMV Certified by major card associations, FCC/CE Certified Class B

On-Street Serviceability

- Easy on-street replacement of cellular modem, coin chute, card reader, batteries, contactless reader, and solar panel.

Transaction Data

- All operational, maintenance and financial data is sent wirelessly to Sentinel™ MMS.



Programmable Features

- Highly flexible rate/tariff/max-time structure including:
 - Up to sixteen (16) defined rates with defined max time for each.
 - Standard rate operation.
 - Time-of day rate/max time control.
 - Day-of-week rate/max time control.
 - Day-of-year rate/max time control.
 - Progressive/regressive tariffs.
 - Cumulative grace.

Meter Management System Features

- Remote programming and monitoring using Sentinel™ MMS.
- Meter revenue audit including credit cards by type, individualized coin counts, plus total invalid coin count.
- Separate time-stamped transaction (coin/card) and maintenance logs for ticket adjudication.
- Transaction log stores time-stamped data for the coin and card transactions.
- Maintenance log stores time-stamped data for the all maintenance events.
- Swapping/moving meters within a meter system.
- Audit disable for coin/card check during:
 - Maintenance/testing.
 - Time/rate programming.
 - Meter maintenance.
 - Meter/post inventory.
- Password protected - user and group level security features.

Warranty

J.J. MacKay Canada Limited, the manufacturer, guarantees for a period of one year from the date of shipment against defects in workmanship and/or materials.

Contact your local representative for further information.



Easy Access for On-Street Servicing

[1] Certain restrictions and/or costs may apply.



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Head Office:

J.J. MacKay Canada Limited
1342 Abercrombie Road, PO Box 338,
New Glasgow, Nova Scotia, Canada B2H 5E3
Head Office customer support and technical support:
Toll free in North America: 1-888-4MACKAY (462-2529)
Fax (902) 752-4889
Email customer.service@mackaymeters.com
Web www.mackaymeters.com

Sales Office:





1.5 DELIVERABLES - THE MACKAY TANGO™ PAYSTATION

Figure 17 – MacKay TANGO™ with optional alpha-numeric keypad for Pay by Plate

The Tango allows for tailor-made parking programs. System modes include:

Pay and Display: In this mode, a customer purchases parking time and receives a printed ticket indicating the ticket expiry time, which is then placed and displayed on the paying customer's car dashboard.



Pay by Space: In this mode, a customer enters a space number into the meter corresponding to the location of their parked vehicle, and then makes payment appropriate to their desired parking time. The space manager in the Tango or in a remote space manager server keeps track of paid and expired spaces. There is no need to return to one's vehicle.

Pay by Plate: In this mode, a customer enters their license plate number into the meter. The space manager keeps track of paid and expired plates. Enforcement officers can check at the Tango or online at a secure enforcement database for paid license plate numbers.

POWER OPTIONS
Solar power operation
Battery is commercially available
Battery life exceeds 100 transactions per day under battery only operation and lasts at least 14 days without recharging. Life expectancy of 3 – 5 years under normal usage.
18 Ah or 40 Ah battery acts as the main power source and is charged via the solar panel
Temperature operating range of the battery is -20°C to 50°C (-4°F to 122°F) charge, -30°C to 60°C (-22°F to 140°F) discharge
Battery voltage/amps can be checked externally without opening the meter
Battery voltage/amps can to be checked remotely
Low battery is treated as a remote alarm function
Battery is stored independent of all other meter components (lower service cabinet)
The battery can be exchanged in less than one minute without special tools



Flash Memory, clock, configuration, etc. re-sync with a central server when power is restored, thus eliminating the need for a second battery.

1.5.1 Power

The Tango is powered by a commercially available 40 Ah rechargeable battery that is continually charged by a large integrated solar panel on the top of the unit. The Tango can remain power-neutral for a normal days usage with approximately 2 – 3 hours of sunlight. The typical estimated life expectancy of the Tango's rechargeable battery is approximately three to five years. The battery life of the Tango is maximised using its proprietary software and hardware battery life conservation tools which manage the power consumption of the meter during the battery operational life cycle. Should the battery charge get low, an alert will be sent to the meter management system (Sentinel) to allow maintenance to swap the battery and manually charge it for use in another unit.



Figure 18 - Integrated solar panel on the top of the MacKay Tango™

A second battery is not used nor is it required in the Tango. The Tango retains the audit and calendar information as well as other operational log files in non-volatile Flash memory that is retained even when power is removed, or the main battery goes completely dead. This type of memory is reprogrammable and as such, it does not need to be physically removed to effect new tariff structures or other configuration changes. When power is restored to the Tango, communications with the host server is established through the wireless modem and the clock and calendar are automatically updated.

HOUSING AND EXTERNAL SECURITY
Cabinet is made of high strength, 9-gauge stainless steel
Paint is powder coat - vandal and weather resistant
Custom colors are available. Standard colors are black and grey tones.
All doors and openings are equipped with rubber seals to prevent water ingress
Cabinet meets ADA & OADA Standards for handicapped access
Bolts, meter to pedestal and anchors are internal
Meter has 9 locking points on the vault door and is extremely vandal resistant
Locks are flush mounted and hidden
Locks have anti-drill protection
MacKay uses Medeco High security locks on the Tango



Choice of Cabinet is available as being one or two-piece construction, typical production is two-piece construction to meet Union rules for civil employees' lifting/weight restrictions. Ease of maintenance and/or storage requirements.

1.5.2 Cabinet Security

The Tango's cabinet and doors are made of welded reinforced Grade 304-2B, 9 gauge stainless steel which is extremely hard and it is both difficult and time consuming to cut and drill through, requiring industrial grade cutting tools. Such a cutting/drilling vandal attack would be both time consuming and extremely noisy.

Figure 19 - The MacKay Tango™ pay station with optional contactless card payment

The Tango is protected from theft of coins, data and internal components as it is secured by high-security Medeco locks with anti-drill protection. Each vault door can be outfitted with an optional Medeco Electronic Lock if applicable (pricing is extra and can be found in the spare parts list).

Each of the two (2) external door access locks on the Tango is hidden and protected by a stainless steel, lock shutter mechanism intended to resist drilling and/or malicious vandalism by the insertion of foreign objects. The shutters also provide the locks protection from the natural elements.

The Tango was designed with resistance to vandalism and burglary attack in mind. Each access door is mounted to ensure a tight fit, resisting forced entry by the use of prying devices. The Tango's design is such that there are three distinct compartments, each separated by heavy steel. The cash box is located in the center of a double walled, cash vault compartment. Access to the cash vault is not possible from the open upper service cabinet, or the open lower service space.

Other standard security features of the Tango include:

- The upper cabinet door locking mechanism is made of a 3/16" thick stainless steel bar establishing three (3) separate locking points with the main door. A high security Medeco key is used to actuate the locking mechanism. The possibility of key breakage is very low. The locking mechanism is designed to be locked by default so any intrusion is minimized in the case of a lock failure or malfunction. This locking system allows access to the upper cabinet for maintenance purposes and replenishment of tickets. Keys for this cabinet should be





assigned only to technical and/or maintenance personnel. Access to the cash vault is not possible from inside the upper cabinet.

- The vault door locking mechanism is made of four (4) 10-gauge, stainless steel, slide bars offering a total of nine (9) locking points distributed on all four sides of the door, which has both an inner and outer steel wall and is equipped with a high security Medeco lock or optional Medeco XT electronic lock. This locking system allows access only to the cash vault for cash box removal/replacement. Keys should be assigned only to the collection personnel. The collection vault keys do not allow access to the cash box contents.
- The vault door in front of the cash vault is a double walled door. As well, the upper cabinet and vault doors are equipped with switches allowing detection of any opening of the vault door. If a change in the switch status is detected (i.e. opened or closed), and the presence or absence of the cash box, the Tango will send an alert message to the Sentinel™ MMS providing notification whenever these events happen (i.e. during collection or maintenance).

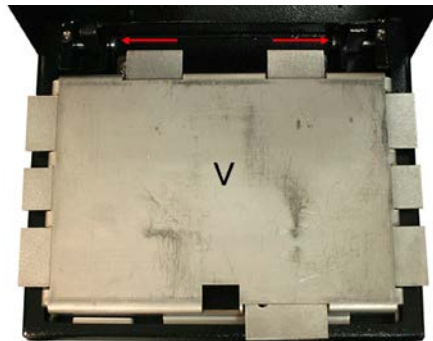


Figure 20 – Cash Vault Door Showing Locking Points

Vandalized door locks will not normally need to be drilled out to effect repair or replacement, as the Tango features an innovative vault door removal and replacement method, which can be carried out with access to the upper maintenance area, and specialized training in the procedure and use of special MacKay tools provided for this purpose.

1.5.3 Colour and Appearance

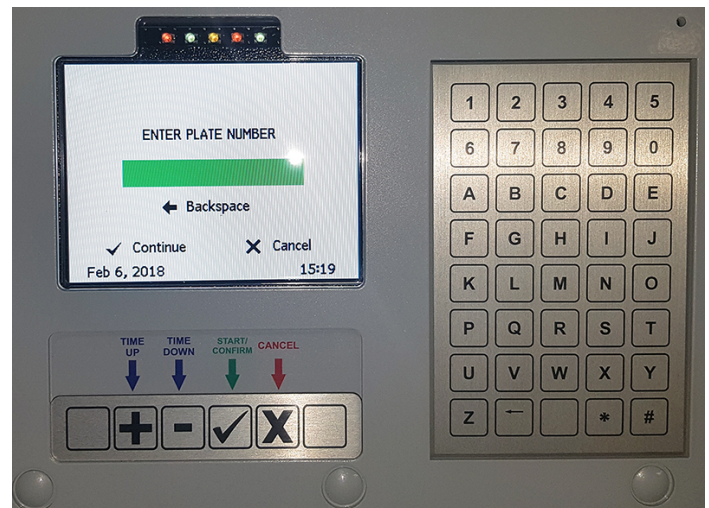
The overall dimensions of the Tango are 53.5 inches (1359 mm) in height, 12.4 inches (315 mm) in width and 13.75 inches (349 mm) in depth. The Tango is made of stainless steel and is coated with a high quality Powder coat and baked on painting process, which is resistant to scratches and will not rust. The standard color is black but can be painted in most any color. The marking of each machine includes an international parking symbol installed on both the left and right hand side of each Tango. These are high quality vinyl signs measuring approximately 6.75" in diameter and are 0.009" thick. Each vinyl sign consists of a white or silver reflective letter "P" on a blue background.


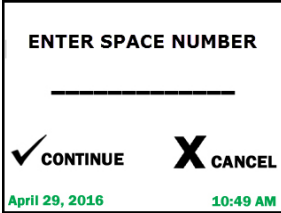
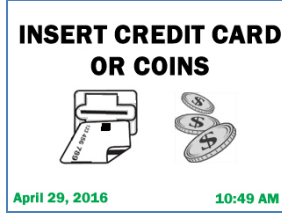


FACE PLATE COMPONENTS
Screen is protected by a 6.35mm thick MR10 Lexan cover
Meter has a weather resistant, Piezo style alpha-numeric keypad and similar 4-6 button selection keypad
Keypad activation has optional audible indication
Keypad activates the meter when in "sleep" mode
Card reader is flush mounted with no external parts – user maintains access to their card at all times
Receipt/ticket slot is protected from vandalism, weather, etc. with a specially designed metal chute

1.5.4 Display Keypad and Alpha-Numeric Keypad

The Tango includes 2 keypads: a 6 button keypad for selecting options on the screen and an alphanumeric keypad for entering license plate numbers (standard keypad but can be removed for Pay and Display machine). The keypads are both weather-resistant Piezo style keypads that meet ADA standards for press and distance above the ground. The pressing of each button provides an audible feedback confirmation and is designed for 3 – 5 years of use in all local weather conditions. The keypads can be replaced in less than 2 minutes should they become damaged. Sentinel MMS is alerted if the Tango detects a keypad error.



INSTRUCTIONAL SCREEN DISPLAY		
		
Sample display screens		
Display is a high quality, full color ¼ VGA display. Display resolution is 320 x 240 pixels		
Provide up to 8 lines of text with up to 32 characters per line		
Current time & date is shown at start up		
Display can identify time increments (i.e. by minute or hours) or money increments		
Display can identify the expiry time & date before purchase		
Display can indicate "Coin Only" or "Credit Card Only" if other payment is disabled		
Maintenance message can be displayed on the screen in a diagnostic mode		
Pressing any key/button brings the meter out of "sleep" mode		

1.5.5 Display Screen

The Tango has a large ¼ VGA (4.5" wide x 3.5" high viewing area) color graphics LCD with a built-in LED backlight. The display provides for contrast adjustment, and has high-visibility and legibility even in bright sunlight conditions. The display is orientated in landscape view, and has 320 x 240 RGB pixels (256K display colors) allowing for both graphics and text in a wide variety of sizes to be possible.

The display features include an anti-glare surface treatment making viewing in direct sunlight easier. In order for characters or graphics to be visible, the LED backlight is active whenever the display is on. The display is protected by a high-quality, ¼" thick, clear Lexan® polycarbonate cover which has a UV inhibitor additive to extend the life of the Lexan, and to allow for clear, unhindered viewing of the front display.

Figure 21 - Color display on the Tango



The protective covers used on the Tango has an added UV inhibitor called Margard which extends the life of the covers, reduces premature yellowing, and helps protect the Lexan from breakdown due to exposure to strong UV rays.

Condensation build-up inside the meter can be minimized by ensuring that there is some air circulation possible within the upper cabinet, that the machine is level / vertical allowing water that



may have collected in the cabinet following maintenance carried out during any rainy conditions, to drain properly from the interior cabinet, through drain holes provided in the bottom of the cabinet for this purpose. Where possible, interior walls of the top half of the Tango are covered with a silver-backed bubble layer, providing some insulation against both hot and cold extremes.

The Tango's display supports multiple languages and can be selected at the start of a transaction.

1.5.6 Sample Transaction Process

The customer interface is communicated through the display screen and can be customized to the clients needs. Typically, the process starts by “waking” the machine with a press of the Start/Checkmark button. That will prompt the user to enter their license plate number (in a pay by plate configuration) or space number (in a pay by space configuration). Pay and display configurations skip this step. Next, if the user wants to pay by credit card, they can select the amount of time they wish to purchase using the “+” or “-” keys. The machine defaults to the minimum purchase if they don't select an amount of time. Next, the user either inserts their credit card or coins if they want to pay with coins and confirms the purchase with the checkmark. The machine will authorize the transaction and provide a receipt to the user. The plate or space number is then communicated to the enforcement server along with the transaction information.

How do I pay for parking? 5 easy steps...

1. Press Checkmark to Start



2. Enter Your License Plate Number Then Press Checkmark



3. If Card Payment: Enter Length of Stay Using + or - Keys



4. Insert Payment: Coins or Cards



5. Take your Receipt

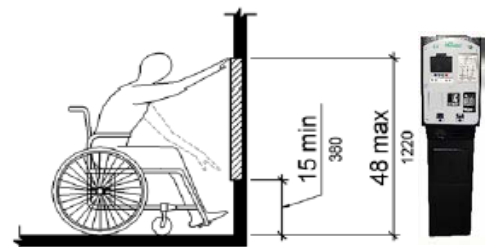



Note: The display screen communicating the transaction process can be customized to the City's requirements.

1.5.7 ADA COMPLIANT

The MacKay TANGO™ multi-space pay station is compliant with the American with Disabilities Act (ADA).

- Pay station alpha-numeric keypad maximum (top) is below 48” above the base of the unit
- Pay station main controls / keypad is 43” above the base of the unit
- The force required to activate operable parts is less than 5 pounds (22.2 N).



PRINT TECHNOLOGY	
	Thermal printer with paper roll
Uses thermal print technology	
Life cycle expectations of the print head are no less than 20 million-character lines and 50km of paper	
Print technology uses blank ticket stock in rolls of 1000 feet	
Width of the paper stock is 2.24"	
Tickets are separated by a self-sharpening cutter	
Ticket stock can be replaced within 60 seconds	
Ticket stock is heat, fade and curl resistant	
Meter provides for an optional receipt portion on a ticket	
Printer jam will cause a remote alarm	
Operational temperature extremes for printer operation are between -30°C to 70°C	

1.5.8 Printer Solution

The Tango uses a thermal printer so there is no requirement for ink. The printer is robust and will work reliably with any paper that meets the minimum paper standards recommended by the printer manufacturer. The Tango can be configured to either issue a receipt or not.

1.5.9 Receipt (Transaction Record)

The receipt paper width is 2.24" (57mm) and must have a maximum thickness of 0.025" (0.65mm). Two standard length tickets (3" and 4") are currently offered on the Tango and custom lengths are supported. The MacKay paper is a thermal paper that will provide a constant high quality of printing on each ticket.

The number of tickets possible from a roll of paper is determined by the size of the tickets. As would be expected, the smaller the ticket/receipt, the larger the number of tickets possible in a given roll. The paper used in the Tango is supplied in boxes of 5 rolls of 8 inches diameter. The Tango ticket issuance system has the capacity to store up to 4,500 tickets based on an 8" (203 mm) roll and a




2.5" ticket (a non-standard length), up to 4,000 tickets with a standard 3" ticket, or up to 3,000 tickets with a standard 4" ticket (used for credit card enabled Tango machines).

Editing of the details of the printed ticket is done using the PC based Ticket Editor Module. Machines must be configured according to the ticket selection.

The default information that can be found on the ticket is listed below and is illustrated in the sample tickets and credit card receipt shown above. Other customizations to meet specific customer needs are possible.

<ul style="list-style-type: none"> • Operator and or site name • Machine ID • Expiry time • Expiry date • Amount paid for parking 	<ul style="list-style-type: none"> • Parking stall number • Time of transaction • Date of transaction • Credit card number (last 4 digits) • Sequence number produced by the machine with each transaction
--	---

PAYMENT OPTION – COIN ACCEPTANCE	
	MacKay's Coin SmartChute™
Able to program up to 16 different denominations of coins and tokens	
Any US coins can be accepted; client choice	
Types of currency and denominations are distinguished electronically	
Coin acceptor uses optical sensors to detect fraud	
All excess coins are channeled to secure coin vault	
Coin jams can be cleaned quickly (10sec) without tools	
Coin acceptor is vandal resistant and weather proof	
Coin vault stores at least \$600 in quarters	
Meter comes with 2 vaults per unit. Tango coin vault or "cash box" is stainless steel and cannot be opened without a separate key once removed from the pay station. There is a locked/unlocked indicator on the top cover.	
Tokens can be acceptable at the same time as coins if supported	



1.5.10 Coin Chute

MacKay's SmartChute™ coin chute has five individual sensors. There are three inductive type coil sensors. Metallic objects of sufficient size/density will be detected by any of these three sensors. Each sensor can be used by the meter to serve two roles: coin insertion and validation, and metallic object jam detection. All valid North American coins currently in circulation have specific metallic properties and as such, an inductive type coil sensor is the logical choice for coin insertion detection/activation. Also, fogging or build-up of water, moisture, dust, dirt, or grime will not impact or affect coin insertion detection in these types of sensors



Figure 22 - Easy access to yellow Smartchute™ that can be cleaned or replaced in seconds. Same as coin chute in most MacKay single space meters.

In addition to the previous three sensors, there are two optical IR sensors in the SmartChute that are used to detect the presence of opaque objects (both metallic and non-metallic). A sensor that can detect non-metallic objects is ideal for detecting jams consisting of commonly inserted junk such as pop-can tabs, paper, cotton balls, plastic stir sticks, Popsicle sticks, and tooth picks. These two IR sensors, can be configured to be ON/OFF to conserve battery power. The first IR sensor is placed at the coin chute entrance, located in behind the coin slot. This sensor is placed in the center of the inductive type proximity coils, allowing both metallic and non-metallic objects to be detected at the coin entrance. To help reduce “coin fishing”, a second IR sensor has been placed in the upper area of the coin path located between the coin entrance and the first inductive type coil sensor. Prior to the addition of this second IR sensor, this area of the coin chute was commonly targeted by vandals to jam with paper / cotton, and then they wait for unsuspecting motorists to make futile attempts of coin payment. The inserted coins were then “fished” out after the motorist departed.

In addition to these five sensors, a series of individual “anti-pull back” flippers is located at the lower end of the coin path, strategically placed between two of the inductive coil type sensors. Valid coins inserted into the meter must travel past both of these coil sensors in order to be validated, and therefore travel in the reverse direction back up the coin path (i.e. coin on a string), is restricted by these individual flippers. Rejected coins or slugs are immediately returned in the coin return slot with no value given.



1.5.11 Security and Coin Collection

The Tango's cash box is a lightweight, high capacity, sealed metal unit, featuring a high-security Medeco cam lock, easy to use color coded 'GO/NOGO' reset indicators and activation/installation features for cash collections staff, as well as other security/anti-tamper features. An audit ticket is printed by the Tango whenever the cash box is removed from the machine, and in addition the Tango will transmit the collection information to the Sentinel™ MMS.




Figure 23 - Locked cash box from Tango

The coin canister is 4.1 L in capacity and can hold about \$600 in quarters.

PAYMENT OPTION – CREDIT CARDS
Can accept Visa, MasterCard, American Express, Discover, and Diner's Club credit cards (client choice)
The credit card type is configurable through software by owner
Typical transaction with real-time authorization is about 7-10 seconds with good communication signal
Credit Card process is certified PCI/PADSS
Card acceptance can be configured to limit times used per time period.

1.5.12 Credit Cards

The Tango uses a single slot, dual mode card reader that captures magnetic stripe (ISO 7810) credit card data and provides an ISO 7816 interface for smart card acceptance.

PAYMENT OPTION – CREDIT CARDS

Card reader with optional instruction / card acceptance stickers
Can accept Visa, MasterCard, American Express, Discover, and Diner's Club credit cards (client choice)
The credit card type is configurable through software by owner
Typical transaction with real-time authorization is about 7-10 seconds with good communication signal
Credit Card process is certified PCI/PADSS



Card acceptance can be configured to limit times used per time period.

1.5.13 Additional Payment Option – EMV Contactless Card Reader (Optional)

As it relates to EMV, the Tango™ meter offers a contactless credit card reader that meets the EMV L1 and L2 Certifications. The card reader supports all layers of ISO14443 Type A&B communication scheme and ISO18092 NFCIP-1 standards. It is EMV compliant and supports contactless payment applications with the following: Visa® payWave, MasterCard® PayPass™, American Express® ExpressPay®, Discover® Network Zip as well as other forms of NFC payment including ApplePay and Android Pay. MacKay has just recently updated all of the Pay Stations in San Francisco, to accept all contactless credit cards, and also ApplePay.



If the card readers are disabled for any reason, an alert is immediately sent to the back office and the pay station continues to operate but accepting coins only. A message is displayed on the screen outlining the accepted payment.

1.5.14 Mobile Payment – Pay Stations

For pay stations, mobile payment allows the user to pay for a specific space number or license plate number, depending on how the City wishes to enforce. In Pay by Plate mode, the user simply enters their license plate number, pays for the amount of time they want and leaves. In pay by space mode, the user enters the space number their vehicle is parked in (space is marked with a space number), pays for the desired amount of time and leaves. Either way, the transaction is communicated to MacKay's servers where the transaction is recorded as a mobile payment in Sentinel. The time is simultaneously sent to an enforcement application that the enforcement officer can access remotely. That can either be MacKay's enforcement solution in Sentinel or, more likely, an integrated third-party application.

This integrated solution all takes place in just seconds with a proven latency of under 60 seconds 95% of the time and under 2 minutes 99% of the time ensuring mobile payment users are not ticketed after using mobile payment.

MacKay currently supports the following mobile payment solutions:

- **Passport Labs**
- **ParkMobile**



- Pay by Phone
- MacKay Pay
- And others

PROGRAMMABLE FUNCTIONS
Programming functions can be performed remotely
Programming functions are supported with multi-level security
All programming functions are retained in a log file
Tickets are fully customizable
Meter rates are programmable both remotely and at the meter
Different rates can be assigned to different time periods

COMMUNICATING, REPORTING, ALARMS AND MONITORING
Cellular modem for wireless communications
System uses either a 4G / 5G upgradable cellular modem. Supports the telecommunications provider of choice (ie AT&T, T Mobile, Verizon, etc.)
Audit and Transaction reports are available at the meter or remotely from Sentinel™ Meter Management System (Sentinel™ MMS) and Credit Call's WebMIS software suite (included in our monthly pricing).
An enforcement report is available at the meter or from Sentinel™ MMS
Occupancy status reports are available at the meter in pay by space mode or from Sentinel™ MMS
Different levels of security are available at the meter, dependent on report

OPERATIONAL SECURITY
Credit card data & communications adhere to current PCI standards
Complete card data is never retained in the meter
Coins are secured in double locked vault
Coin vaults are interchangeable between meters and made of stainless steel.
Different keys are required to remove and open the coin vault.
A hardcopy audit trail is auto generated at the meter upon coin vault removal
Removal of coin vault forces an audit trail in back office software - Sentinel™ MMS
There is an escrow system for refund of incomplete transactions
Revenue & maintenance access are separated

MAINTENANCE
Meter has self diagnostic features
The CPU is modular and easily changeable with basic tools
The CPU supports thousands of transactions in the non-volatile flash memory
Coin acceptor is modular and easily changed with basic tools
Time required to change a coin acceptor is less than one minute
Coin jams can be cleared quickly (10sec) without tools

Credit card reader is modular and easily changed with basic tools
Time required to change a card reader is less than 2 minutes
Keypad is modular and easily changed with basic tools
Time required to change a keypad is less than 2 minutes
Printer is modular and easily changed with basic tools
Time required to change a printer is less than a minute
Display is modular and easily removed with basic, or no tools
Time required to change a screen display is less than 2 minutes
Connection plugs are physically different and only fit one way

1.5.15 Electronic Components

All electronic components are plug and play. All electronics are conformally coated / sealed for outdoor use and protected from moisture by shielding where required.

Electronic components are rated to operate from -22° F to +122° F up to 95% relative humidity.

Maintenance can be performed with only a #2 Phillips screwdriver. The battery and paper rolls are commercially available or can be purchased through MacKay.

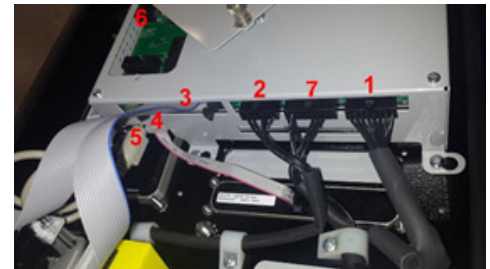


Figure 24 - CPU box inside the TANGO with each peripheral attachment

1.5.16 OPTIONAL “BROW” LIGHT

The Tango can be fit with an optional “brow” light that can light up the faceplate during dark hours.

Figure 25 - Faceplate of Tango with optional LED brow light installed for dark hours





Mackay **TANGO™**



Mackay TANGO™



Key features:

- High strength stainless steel keeps it secure and rust free.
- Flexible, modular design that is easy to upgrade, service and maintain.
- Powerful off-site monitoring capabilities by adding a communications kit and Sentinel™ Meter Management System. Monitor your equipment remotely, generate reports, and receive alerts, no matter where you are.
- Comprehensive and easy-to-use configuration menus.
- ADA Compliant.
- Features a large Liquid Crystal Display with back light, capable of displaying graphics.
- English? Español? Français? The multi-language capability allows users to select the language of their choice to carry out transactions.
- Optional credit card payment. Offer end users security, convenience, and reject fraudulent payment. Use MacKay's On-line Real-time Credit Card Approval feature utilizing secure PCI compliant electronic payment processes.
- MacKay Meters backs its product lines with a solid warranty based on the confidence in the quality of its products.

<over for specifications>

www.mackaymeters.com



Mackay TANGO™



SPECIFICATIONS

GENERAL SPECIFICATIONS

Environmental

- Extended operating temperature range¹: -30°C (-22°F) to +50°C (+122°F)
- Humidity: Up to 95% RH (non condensing)

Cabinet Materials, Dimensions & Weight

- Welded reinforced Grade 304-2B stainless steel (9 gauge carbon steel equivalence)² for cabinet and doors
- Aluminium front with Lexan® display covers for the LCD screens, rate/instruction plate, LED panel and site branding display
- Overall dimensions: 1359 mm (53.5 inches) (H) x 315 mm (12.4 inches) (W) x 349mm (13.75 inches) (D)
- Weight (without battery) 72 Kg (160 lbs)

Power Supply Configurations/Options

- Solar powered with commercially available battery
- AC Single Phase, 110/120VAC, 50/60 Hz

Communication Options

- Cellular wireless technology supporting GPRS or CDMA modem³

Payment Systems

- Coins
- Tokens (optional)
- Credit cards utilizing secure, on-line real-time PCI compliant processes (optional)
- Mackay Smart (Chip) Cards (optional)
- Cell phone payment (optional)

Ticket Printing

- Thermal printer offers alphanumeric printing in various fonts and languages

COMPONENTS

Display

- High contrast, color, sunlight readable, 320 x 240 pixels graphics LCD
- Viewing area 114mm (4.5 inches) x 89mm (3.5 inches)

Coin Acceptor

- Programmable: Accepts up to 16 coins or tokens
- 3-coil design provides accurate coin reads and long life.
- Straight drop coin chute allows for superior detection and removal of foreign objects.
- High security, stainless steel coin box that holds 4.2 L or approximately 2400 US quarters.
- Escrow and coin return holds up to 50 quarters

Card Reader (Optional)

- Single slot, dual mode card reader captures magnetic stripe (ISO 7810/11) credit card data, and provides an ISO 7816 interface for smart card acceptance
- EMV upgradeable

Keypads & Buttons

- Alphanumeric keypad
- Vandal resistant and rated for resistance to impact, shock and vibration to MIL standards
- Sealed against ingress of water and dust to IP67, and designed for exposed outdoor and extreme environmental conditions
- LED accept and cancel buttons that light up.

Printer

- Heavy-duty printer head with minimal moving parts ensuring quality, reliability and endurance
- Print life of over 20 million character lines
- Designed for high-resolution printing
- Guillotine type cutter with full or partial paper cutting options (software selectable)
- Accessible for ease of maintenance

FEATURES

Security

- High security locks for cash box, cash vault, and main door
- System monitored access sensors on main and vault doors and sensor detecting presence of cash box

Audit and Statistic

- Remote monitoring of grand totals and subtotals for coins and card transactions per type
- Full or quick audit tickets are software selectable

Maintenance

- User-friendly graphic interface tools for diagnostics, configuration and editing
- Easy access modular design

Web-Based Hosted Sentinel™ Meter Management System

- Remotely monitor and generate audit, transaction and occupancy reports for all on-street equipment using a web browser and secure web portal
- Generates a variety of reports including grand totals and subtotals for coins and card transactions per type, which can be exported as PDF or CSV files, or imported into other applications

Warranty

J.J. MacKay Canada Limited, the manufacturer, guarantees for a period of one year from the date of shipment against defects in workmanship and /or materials.

As our policy is one of continuous product improvement and development, we reserve the right to alter product specification and design.

Photos are representative; product appearance may differ.

[1] All MacKay Tango™ components are operational within this range. Standard sealed lead acid battery operational temperature rating is from -20C (-4F) to 50C (122F) when charging, and from -20C (-4F) to 60C (140F) when discharging.
[2] Independent laboratory tests indicate that all things being equal, a component made of 11-gauge 304-2B stainless steel, would have equal or greater tensile strength, shear strength and malleability, as compared to the same component made out of 9 gauge carbon steel.

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Head Office:

J.J. MacKay Canada Limited
1342 Abercrombie Road, PO Box 338,
New Glasgow, Nova Scotia, Canada B2H 5E3

Head Office customer support and technical support:

Toll free in North America: 1-888-4MACKAY (462-2529)
Fax (902) 752-4889
Email customer.service@mackaymeters.com
Web www.mackaymeters.com

Phone (902) 752-5124
Fax (902) 752-5955

Sales Office:



95LT0000700TANGO-v8.01/19





Figure 26 - Sentinel Login Screen

1.6 DELIVERABLES - SENTINEL™ METER MANAGEMENT SYSTEM

MacKay's Sentinel™ MMS (Sentinel) with mkAnalytics™ will enable City designated staff to monitor the performance of the installed mkBeacon meters / Tango pay stations on a web enabled PC or handheld device. The current status of each machine running in the City's system will be monitored through a secure web interface allowing remote monitoring of the meters from anywhere access to the internet is available. Each machine will be configured to regularly communicate to MacKay's host server which will maintain historical information on all aspects of information occurring at the meter. The server can also be configured to transmit alerts in the form of text messages to mobile phones, increasing the ability to service the meters when the occasion arises.

Sentinel will be installed on MacKay's server, as an on-line hosted data service provided by MacKay. This hosted service is available to the City enabling access to the critical data at any time but without having the need of managing an IT department. MacKay will manage the Sentinel database server where the data collected from the meters resides. With a hosted service there is no additional burden on the City staff, or further workload to the existing network personnel or infrastructure. There is no limit to the number of users the City can setup on their Sentinel account.

Sentinel was designed around integration of third party applications to ensure tat the City can utilize the latest technologies to enhance their needs.

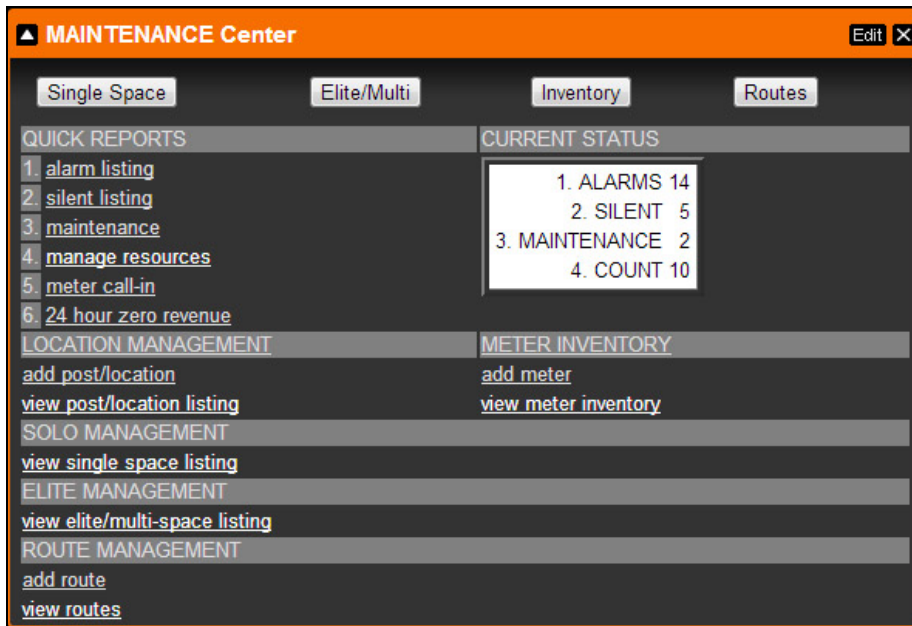


Figure 27 – Maintenance Center "Widget"

This Sentinel interface includes a login page to allow those with the correct client name, user name and password to access. Once a user logs into Sentinel, they arrive at the dashboard where the user is presented with applications or “widgets” which that user is permitted to access. Permission levels are controlled by the administrator, designated by the City. There can be more than one administrator but only administrator level can add users or modify certain elements within Sentinel.

The sentinel desktop is feature full with all permissions as administrator and limited viewing for those with lesser than admin privileges. These are set by the administrator of the system on site. All of the information from the machines is able to be drilled down upon from a number of locations not limited to the digital maps view which shows all detail from the mapped point drill down. There is an incredible amount of data with graphical charts and graphs for quick reference. Everything is exportable, printable and able to be converted to .PDF, .CSV or .XML directly from the on line program.



Figure 28 – Sentinel with mkAnalytics dashboard

Where the software is very comprehensive, for this proposal we are providing you with a segment of information. The following pages illustrate some selected screen shots and a brief narrative of certain aspects of interest of MacKay's Sentinel.

1.6.1 Current Alarms

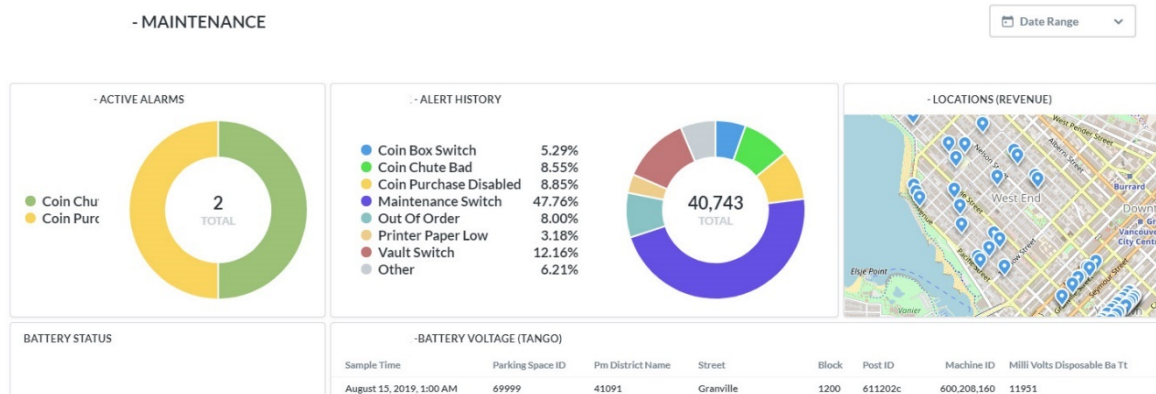


Figure 29 – Current Alarms Displayed on the mkAnalytics Dashboard

The Current Alarms application is a quick link to those meters that are experiencing problems or have issued an alert. The application shows a pie chart that compares the types of alerts received. The details link will bring you to a modified “View Meters” application and highlights the meters that are communicating alerts (or are silent because they are not communicating).



1.6.2 Reports in Sentinel™ MMS

The following is a list of reports that can be pulled from Sentinel™ MMS. All reports can be printed or exported to a spreadsheet or third party application. Supports .CSV, .PDF and .XML.

Administration Reports

- User Listing Report - a list of the user currently set up to access Sentinel™ MMS.
- User log – tracks the usage of Sentinel by user.
- Maintenance Codes Report - a list of the predefined maintenance codes for assigning maintenance
- Alert Codes Report - a list of the Alert codes and descriptions that the system monitors

Maintenance Reports

- Current Alarms – a list of all alerts currently sent from all meters
- Silent Meters – meters that have not communicated with Sentinel™ MMS in a certain time frame
- Meter Call-in – last time the meter called into Sentinel™ MMS
- Maintenance Report – a list of open maintenance tickets which are created when an alert requires service to be closed
- Meter inventory report – meter ID, status, group, last status change
- Alert History Report – list of all alerts at a meter
- Meter Maintenance Report – a list of maintenance performed on a specific meter
- Single Space Listing Report - a list of all the single space wireless meters and their current status
- Inventory Listing Report - a list of the entire inventory of meters - both active and inactive - for the customer
- Route Listing Report - a list of all the routes / groups / zones that the customer has set up
- Manage Resources Report - a list of the people / resources that the customer uses to assign maintenance to the meters. The report links to each person's maintenance list

Financial Reports

- Transaction Reports – list of all financial transactions which are defined by user criteria
- Audit Logs – List of coin and bill audits from each meter
- Coin Log – breakdown of coin types auditing
- Credit Card search – specific card search report (search partial numbers)



- Monthly Revenue Report – Summary of monthly totals
- Monthly Revenue by payment type – revenue sorted by payment type
- Occupancy Report – report compares total available time versus paid time to show occupancy
- Post History Report - a list of all post monitored by the system, their locations, and the routes / groups / zones they are included in
- Audit Log by Post # Report - Quick report to display the audit log for any unit
- Credit Card Log by Post # Report - Quick report to display the credit card log for any unit
- Coin Log by Post # Report - Quick report to display the coin log for any unit
- Daily Revenue Totals Report - Quick report for revenues from
 - Yesterday
 - This Week
 - This Month
 - This Year
- Life Time. Report includes breakdown by payment type.
- Tariff Listing Report - A list of the tariff / rate files that can be deployed to the meters and their current status
- Reconciliation Report – quickly compares credit card transactions from the meter with credit card transaction at the payment gateway to find anomalies

All reports can be narrowed down and sorted using search criteria. All data can be exported to MS Excel (.CVS format) or Adobe Acrobat (.PDF format).

1.6.3 Tariff Management

The Tariff management section allows the user / administrator to add new tariff files to Sentinel™ MMS which can be uploaded to one meter or to several meters.

Figure 30 - Tariff Editor Application

The process works like this:

Step 1 – a tariff file is created and saved

Step 2 – the tariff file is tested against a test meter to ensure it works as expected

Step 3 – the tariff file is then activated and made

The screenshot displays the 'TARIFF EDITOR - NEW TARIFF' application. It features a weekly rate grid with days of the week on the y-axis and time slots (12:00 AM to 11:59 PM) on the x-axis. A legend on the right identifies various rate types: Rate #1 (red), Rate #2 (blue), Rate #3 (green), Rate #4 (cyan), Rate #5 (magenta), Rate #6 (yellow), Rate #7 (dark blue), Rate #8 (dark green), Low Power (dark red), Pre Pay (orange), No Park (light green), and No Pay (dark grey). Below the grid, there are input fields for 'Tariff Type' (Guardian X Mech Tariff), 'Test Machine' (IF1 Meter #1), 'Tariff Id' (210), and 'Tariff Filename' (RPSX). A 'Tariff Description' field contains 'Special Event Rate for Game Day'. A 'Click to Hide Details' button is present. At the bottom, there are tabs for 'Currency', 'Rates', 'Week Schedule', 'Event Schedule', and 'Advanced'. The 'Rates' tab is active, showing a 'Selected Rate' dropdown set to 'Rate 2'. Below this, there are input fields for 'Rate type' (Linear), 'Enter Rate Per Hour' (10.00), 'Cost' (0.05), 'Duration' (00:00:18), 'Coin Minimum Purchase' (0.05), and 'Coin Purchase Increment' (0.05). On the right side of the 'Rates' tab, there are input fields for 'Card Initial Purchase Increment' (2.00), 'Card Initial Increment Count' (2), 'Card Purchase Increment' (1.00), 'Non-Cumulative Time' (00:00:00), 'Penalty' (0 Grace), 'Max Time' (0 Next Calc. ID), and '0'. An 'Update Rate' button is at the bottom right of the 'Rates' tab, and a 'Save Tariff' button is at the very bottom.



ready to deploy to the meters (locked)

Step 4 – the tariff file is then deployed to a “staging area” where the file awaits to be picked up by the meter or group of meters

Step 5 – the meter(s) checks the version of the tariff file in the staging area and downloads it if it is new

The Add Tariff application allows the user to build a new tariff file in Sentinel for either multi-space meters or single space meters. The application was designed to be user friendly; however, there are several rules that need to be followed to make sure the tariff operates correctly.

There are three distinct sections that make up the tariff editor: the weekly rate graph (which is normally colored in a single color by default with rate#1), the tariff file information (name, type, description, etc.), and the tariff details section which is hidden by default (the majority of the tariff features are in this section).

1.6.4 MKANALYTICS™

MkAnalytics™ is a simple and powerful analytics tool which lets anyone learn and make decisions from their data. It is a free add-on to Sentinel that allows the City the ability to design new visual reports that can be exported or emailed to users on a daily basis.

Like Sentinel, mkAnalytics requires a login through a web portal. The user can create their own dashboard that includes charts, graphs and spreadsheets of data that visually display a specific question the City may want answered each day.

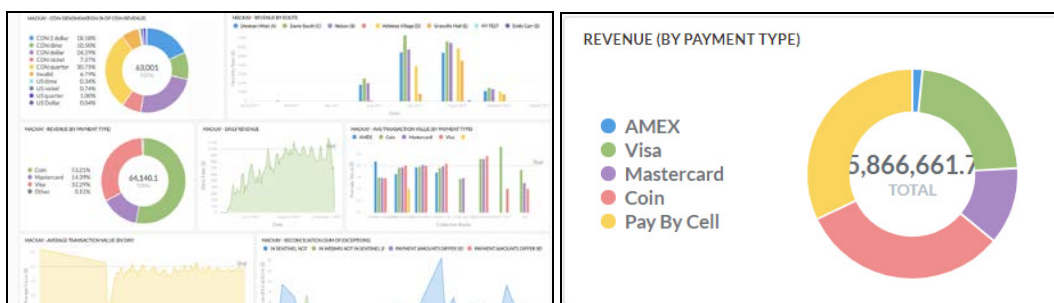


Figure 31 - MkAnalytics dashboard with visual data elements to answer custom questions

The user simply builds out a group of questions (or has MacKay prebuild a dashboard of questions for the City) that can be displayed as pie charts, line graphs, area graphs, or simply as raw data spreadsheets. The visualizations are dynamic and update at regular intervals that the City can modify.



SENTINEL™

Meter Management System



Sentinel™ Meter Management System



Key features:

- Browser driven application
- Secure web interface
- Supports both wireless single space and multi space meters
- Allows for remote monitoring of key components for maintenance purposes
- MAP Display allows for geographic searches and reporting of meters
- Choose from a variety of pre-designed reports for transaction and audit data
- Provides an interface to export data to other applications including Microsoft® Excel® or Adobe® Reader®
- Role based user access
- Remote Alert Notification for quick communication of meter alarms
- Maintenance tickets to assign tasks online and manage your resources better
- Tariff editor allows administrator the ability to change meter rates remotely
- Pay by Space and Pay by Plate enforcement reports that are viewable from any Internet enabled device, including cell phones
- Flexible packages for basic and advanced user needs

<over for specifications>



Customizable Dashboard



Interactive MAP Display



Multiple Reporting Options



Real Time Alert Tools

www.mackaymeters.com



SPECIFICATIONS

System Administration

The system administration feature gives the administrator control over the set up and specifications of the meters. Features include:

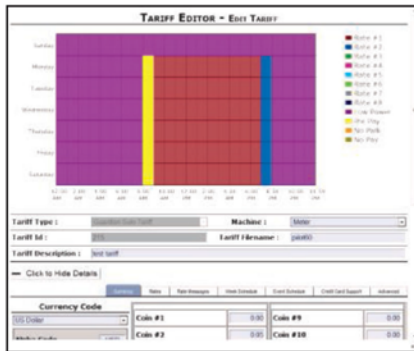
- Display Configuration for Single Space Meters
- Dashboard Configuration
- Alert Codes
- Add User to Sentinel™ Meter Management System (MMS)
- View / Edit Users

Email Management

Allows administrator to decide which users will be notified when alerts happen from single space wireless meters or from multi space meters.

Rate / Tariff Management

Allows administrator to build, modify and deploy rate/tariff files remotely to the wireless single space and multi space meters. Rates can be sent to a single meter or to a group of meters.



Resource Management

Control of resources at a glance by providing a place to add and manage resources such as collections, maintenance and enforcement. In resource management, the administrator can assign jobs to particular resources and also view a list of active and completed assignments. Features include:

- Add Resource
- Manage Resource
- Add Maintenance Code
- View / Edit Maintenance Codes
- View Maintenance Tickets

Meter / Post Management

In Meter Management, users can view each individual meter and see the Unit Info, Status and location for each. From this menu, detailed histories, reports, and maintenance tickets can be viewed or assigned. Features include:

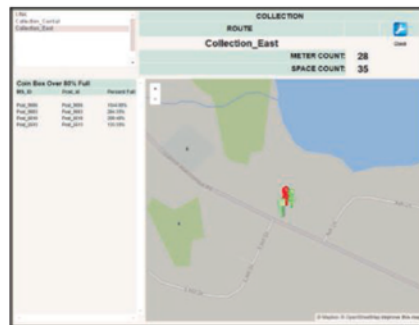
- Add / View Meters (single space and multi space)
- Add / View Zones (for grouping meters)
- Add / View Inventory (meters not yet deployed)
- View transaction reports, occupancy reports, audit reports, reconciliation reports
- View alert history and maintenance history



MAP Display

With the MAP display feature, the user can search for a specific meter or a group of meters using the digital map interface. Each meter is represented by an icon that can be selected to show detailed meter information. Display the meters in a traditional mapping view or switch to the satellite photo for a bird's eye view. Features include:

- Launch MAP Display
- Add Location (map coordinates for displaying meters on digital maps)
- View Locations (edit map coordinates)



Current Alarms

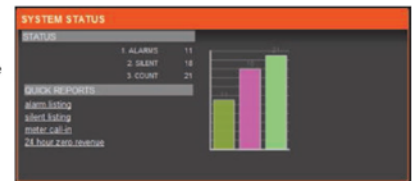
The Current Alarms application provides an up-to-date report on any alerts that have been sent from the meters to Sentinel™ MMS. The report lists the alerts currently active along with a graphic breakdown of the types of alerts. A hyperlink takes the user to a detailed report with links to the meters requiring attention.

The screenshot shows a table with columns for 'Alert ID', 'Alert Type', 'Alert Description', 'Alert Status', and 'Alert Location'. The table lists several active alerts.

System Status

The System Status report features several reports designed to alert the user of silent meters. Silent meters cannot communicate alerts to Sentinel™ MMS due to communication problems. Reports include:

- Silent Listing
- Meter Call-in
- 24 Hour Zero Revenue



Pay by Space / Pay By Plate

The Pay by Space and Pay by Plate applications allow users who have pay stations in those configurations to setup, view and enforce parking using Sentinel™ MMS. A mobile app is also available for enforcement.

The screenshot shows a table with columns for 'Pay Station ID', 'Pay Station Name', 'Pay Station Location', 'Pay Station Status', and 'Pay Station Type'. The table lists several pay stations.

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Head Office:
J.J. MacKay Canada Limited
1342 Abercrombie Road, PO Box 338,
New Glasgow, Nova Scotia, Canada B2H 5E3

Phone (902) 752-5124
Fax (902) 752-5955

Head Office customer support and technical support:
Toll free in North America: 1-888-4MACKAY
(462-2529)

Fax (902) 752-4889
Email customer.service@mackaymeters.com
Web www.mackaymeters.com





1.7 FUNCTIONALITY

The proposed MacKay solution meets the functional requirements requested by the City as described in the compliance matrix.

1.8 MACKAY WARRANTY COVERAGE

MacKay will provide a two (2) year warranty on all **mkBeacon™ meters** and **MacKay Tango™ pay stations** to repair and/or replace any part or modular component determined to be defective in material or workmanship under normal use and service. MacKay's standard warranty terms will apply. To maintain warranty coverage, City technicians are required to provide the prescribed regular maintenance for these products. MacKay will provide the City with all operating and maintenance manuals necessary to operate and maintain the product and software. Carrying out the prescribed maintenance procedures therein, and as instructed from time to time by MacKay in writing, is necessary to ensure that the warranty on all products and software purchased from MacKay is not voided.

Terms of Warranty

MacKay Meters, Inc. and J.J. MacKay Canada Limited ("MacKay")

The product that you have purchased is warranted by the manufacturer, J.J. MacKay Canada Limited ("MacKay"), for a period of two (2) years from the date of delivery against defects in workmanship and/or materials. The warranty starts one (1) month from MacKay's recorded shipping date.

This warranty specifically excludes any other product not manufactured, but sold by MacKay, as these products are warranted by their respective manufacturers.

Workmanship and/or parts that prove to be defective during the warranty period will either be repaired, adjusted or replaced at MacKay's option. No repair, adjustment or replacement by MacKay in response to a warranty claim shall extend the length of the warranty. MacKay's obligations under the warranty are restricted to repair or replacement of defects in workmanship and/or materials.

Should repair become necessary during the warranty period, send your product, postage or freight prepaid, to our service center at 1342 Abercrombie Road, Pictou County, Nova Scotia, Canada, B2H 5C6 or as advised from time to time. Any product repaired or replaced under this warranty will be returned to the owner with freight prepaid. MacKay will not accept delivery of the product or any of its parts for warranty repairs unless prior authorization has been given. Contact MacKay for return procedure.

The foregoing warranty is exclusive and in lieu of all other express warranties and implied warranties, including but not limited to, the implied warranties of merchantability and fitness of purpose, which are specifically excluded. In no event shall MacKay, its agents, servants, contractors and subcontractors be liable for damages including, but not limited to, economic and consequential losses such as loss of revenue, loss of profits, loss of business or loss of goodwill whether direct or indirect or any other incidental, exemplary and punitive damages whether in contract, tort or otherwise or any other claims or expenses in any manner resulting directly or indirectly from or connected with the supply of the products.

Any improper or negligent use, any alteration or repairs not in accordance with MacKay's written directions or performed by others in such manner as in MacKay's sole judgment affects the product materially and adversely, shall void this warranty.

This warranty does not cover damages, defects or failures caused by or due to accident, improper handling or operation, use of products for experimental purposes, natural disaster, vandalism, misuse, terrorism, abuse and neglect of routine maintenance as instructed by MacKay from time to time.

The customer is responsible for the security of its parking system including hardware and software. The customer has been made aware by MacKay of the types of theft and fraud which may occur. The customer acknowledges and agrees that MacKay is not responsible in warranty or in contract for any repair, replacement or damages of any sort caused by fraud and/or theft or illegal means.

No employee or representative of MacKay, its agents, servants, contractors and subcontractors is authorized to change this warranty in any way or grant any other warranty unless in writing and signed by an officer of MacKay.

April 1, 2010



1.9 SECURITY & PRIVACY STANDARDS COMPLIANCE (PCI)

The mkBeacon™ meters and MacKay Tango™ pay stations are able to accept credit card payments in compliance with PCI Standards including Visa, MasterCard, Discover and American Express. MacKay Meters (MacKay) has satisfactorily met the security requirements of the Payment Card Industry Data Security Standard (PCI DSS) as a Level 1 Service Provider and is registered with both Visa and MasterCard. J.J. MacKay Canada Limited/MacKay Meters, Inc. is listed on:

Visa's Global List of PCI DSS Validated Service Providers <http://www.visa.com/splisting/>

and MasterCard's Compliant Service Provider List with list available on:

<https://www.mastercard.us/en-us/merchants/safety-security/security-recommendations/merchants-need-to-know.html>

The payment applications resident on MacKay's parking equipment have been validated for compliance with PA-DSS and are listed on the Payment Card Industry Security Standards Council (PCI SSC) List of Validated Payment Applications.

https://www.pcisecuritystandards.org/assessors_and_solutions/payment_applications

Find a Validated Payment Application

COMPANY...	▼	MacKay Meters	✓	SUBMIT	CLEAR
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Filter by:	APPLICATION NAME	▼	ACCEPTABLE FOR NEW DEPLOYMENTS	▼	TYPE	▼
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EXPORT LIST ➡

Page: 1

New customers may purchase and deploy this product. Revalidation of these applications is required annually until Expiry Date.

Results: 2



COMPANY	VALIDATION NOTES	DEPLOYMENT NOTES	REVALIDATION DATE	EXPIRY DATE	VALIDATED BY PA-QSA
MacKay Meters					
Multi-Space Parking Meter with Credit Card Payment					
Version #: 8.4 App Type: POS Kiosk Target Market: Customers are the operators of on-street parking/parking lots. These could be municipalities, colleges/universities, hospitals and private parking operators for use by the general public. Reference #: 16-07.00159.006 Tested Platforms/Operating Systems: Windows CE Service Pack/Build/Version: 5.0	Validated According to PA-DSS (PA-DSS v3.2)	Acceptable for New Deployments	7 Dec 2017	28 Oct 2022	RSM US LLP
Description Provided by Vendor: Description Provided by Vendor: A payment software for parking meters. The multi-space parking meters are dedicated devices used to manage both on-street and off-street parking spaces. The application is operated by consumers who swipe or tap their card at the device. The application transmits the cardholder data to the payment gateway. The payment application includes real-time credit card processing, hold and send protocols, hotlist, contactless payment and remote connection capability using Short Messaging Service (SMS).					
Parking Meter with Credit Card Payment					
Version #: 04.01 App Type: POS Kiosk Target Market: Customers are the operators of on-street parking/parking lots. These could be municipalities, colleges/universities, hospitals and private parking operators for use by the general public. Reference #: 16-07.00159.007 Tested Platforms/Operating Systems: Firmware running directly on integrated circuits Service Pack/Build/Version: Firmware running directly on integrated circuits	Validated According to PA-DSS (PA-DSS v3.2)	Acceptable for New Deployments	8 Dec 2017	28 Oct 2022	RSM US LLP
Description Provided by Vendor: A payment software for parking meters. The parking meters or kiosks are dedicated devices used to manage both on-street and off-street parking spaces. . The application is operated by consumers who swipe or tap their card at the device. The application transmits the cardholder data to the payment gateway. The payment application includes real-time credit card processing, hold and send protocols, hotlist, contactless payment and remote connection capability using Short Messaging Service (SMS).					



2. MANAGEMENT PROPOSAL

2.1 PROJECT TEAM

David Forbes, Western Sales and Project Manager

David has been with MacKay since January 2016 and has been instrumental in managing the growth of Mackay products in Western Canada and the northwest US. David has quickly come up-to-speed on MacKay technology and can speak to all the MacKay product line. David will be MacKay's designated project manager as he can be on-site when needed and has proven experience in managing and launching larger installations.

James MacKay, V.P. Sales

James is currently in his 13th year with the company and brings a unique outlook to our project management team. Being a 3rd generation 'MacKay' to work in the company, there is a different level of ownership, commitment, and responsibility that comes with his involvement. After all, his name is on every one of MacKay's products. James also looks after the North American sales staff, along with MacKay's worldwide distributor network. He has helped cities all over the world design custom parking systems and looks forward to working with the City, to ensure a smooth and cost effective transition to new technology.

Adrian O'Neil, Chief Technology Officer

Adrian joined MacKay in 2009 and is an experienced software and services director, with over fifteen years of managerial and hands-on technical experience. Adrian has been intricately involved in the product design and development life-cycle from both a hardware and software perspective. In 2011, Adrian was instrumental in designing and delivering Sentinel™ Meter Management System to the marketplace. Adrian has been involved in this RFI process and is very familiar with the City's specifications. Adrian's role is to ensure the products to be delivered meet the City's specifications and he will assign and oversee the integration work to be completed.

Daniel Benoit, Customer Service Manager

Daniel has over 20+ years of experience with MacKay, starting in the paint shop and working his way up through the company to become the Customer Service Manager. In his role, Daniel provides overall leadership and management of MacKay's Customer Service Department. His solid record of personal/professional integrity and his willingness to exceed all Customer expectations makes him a key player in the continued success of MacKay's after sales service. Daniel will oversee the



scheduling of any on-site customer service staff for this procurement and will be the City's point of contact.

Bill MacKenzie, Customer Service Technician

Bill has over 15+ years of experience working with MacKay single-space and multi-space products. Bill is one of MacKay's customer service technicians who travels throughout North America to provide customer support and training for our products including Sentinel™ Meter Management System. Bill will be utilized to provide on-site support and training for this procurement opportunity.

2.1.1 ADDITIONAL SUPPORT STAFF

Role	Experience Overview
Greg Chauvin Director of Engineering / Project Manager	Greg has over 30+ years of experience at MacKay Meters and is MacKay most experience project manager. Greg is a Senior level technical manager reporting to CTO, and is responsible for all product hardware engineering activities, intellectual property (patents/trademarks) management, overall responsibility for Engineering Group activities, and management of various technical initiatives/projects as assigned. Greg was the project manager for the install of 500 pay stations in the City of San Francisco.
Jason Munro Customer Service Technician	Jason has over 6+ years of experience working with MacKay pay stations and Mackay's single space products. Jason ran the Florida support office for 2 years+ and managed over 200 pay stations in that region. Jason was also onsite for the installation of pay stations in San Francisco. Jason handles a large portion of all customer service calls and is instrumental in product testing and troubleshooting.
Roger Plamondon Sales Support Manager	Roger has been with MacKay Meters since 2007. Prior to joining the MacKay Team, Roger had over 20+ years in sales, web development, project management and customer service. Roger manages the product documentation for MacKay and assists the sales team with customer training, presentations, RFP responses, credit card activation, marketing materials and tradeshows.
Mark Sloan Customer Service Technician	Mark has over 33+ years of experience with MacKay Meters single space and multi space products and is integral in troubleshooting issues the City may encounter. Mark was instrumental in the installation and delivery of the new wireless single space meters to Providence, RI and St. John's NF.
Steve Fitt Order Entry / Invoicing Manager	Steve has been with the J.J. MacKay Canada Ltd. since 1995. He has held a few positions over the years and has been in his latest position as Order Entry/ Invoice Manager for 13 years. In this position he works closely with all staff to meet and or exceed our customers' needs.
Janey MacLean Sales Support / Credit Card Support	Janey has been with MacKay Meters since Oct. 2017. She is responsible for credit card payment activation as well as working with the clients on contracts and other setup details.

Additional staff information included in the Appendix.



2.2 OVERVIEW OF MACKAY METERS – EXPERIENCE OF THE FIRM

MacKay is headquartered out of New Glasgow, Nova Scotia, Canada, with its Research and Product Development office in Halifax, Nova Scotia, Canada. Sales and service offices are located in Scarborough, Ontario, St-Jean-sur-Richelieu, Quebec, Victoria, British Columbia, and Sunrise, Florida. Additionally, MacKay is supported worldwide by distributor offices.

The MacKay product line includes:

- **The MacKay Tango™ and Guardian™ Multi Elite** multi-space parking pay stations.
- Single-space parking meters featuring the **MacKay Guardian™ X Series** and the new **MacKay mkBeacon™ and mkBeacon™ 2-bay** wireless credit card meters.
- Single-space parking meter housings, locks and decorative posts.
- **Sentinel™ Meter Management System for monitoring meters remotely.**
- **mkAnalytics™** data intelligence tool for Sentinel™ MMS.
- Various third party ancillary parking control equipment including handheld computers; gates, vehicle boots or clamps; and other miscellaneous products.

MacKay sells its product line through its regional sales and service offices, its subsidiary companies and a worldwide distributor network. MacKay has more than 500,000 fully electronic parking meter mechanisms in service worldwide and over 4000 pay stations.

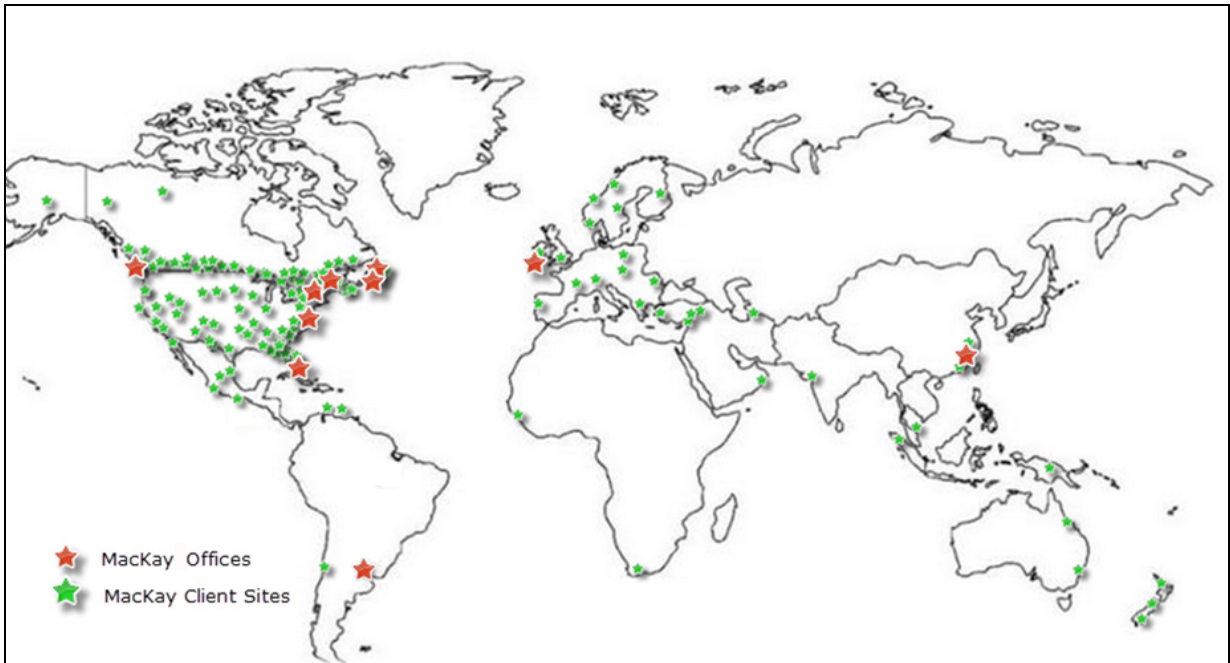


Figure 32 - MacKay Deployed Product – over 40 countries and 1000 municipalities

2.2.1 PROVEN ABILITY TO PROVIDE TECHNOLOGY FOR LARGE PROJECTS

As mentioned previously, MacKay Meters has extensive experience with large projects including:

2009 - City of Boston – 9,000 Guardian XLE meters in 2009

2014 - City of San Francisco – 500 pay stations

2015 - City of St. John's, NF – 1,200 wireless single space meters

2015 - City of Providence – 1,400 wireless single space meters in 2015

2016 - Atlantic City, NJ – 500 mkBeacon 2-space meters to manage ~1000 spaces.

2017 – City of Ocala, FL – 200 mkBeacon 2-space and single space meters

2017 – City of San Francisco – 100 mkBeacon single space meters

2018 – City of Vancouver, BC – 100 mkBeacon 2-space meters and 320 Tango pay stations

2018 – City of Macon, GA – 555 mkBeacon 2-space and single space meters

2018 - City of Walnut Creek, CA – 956 mkBeacon 2-space and single space meters

2019 - City of Kelowna, BC- 110 Tango pay stations, 50 mkBeacon 2-space meters

2019-2020 – City of Montreal, QC – 1250 Tango pay stations.

Other large projects delivered by MacKay Meters in previous years including in New York City (over 60,000 meters), San Francisco (over 29,000 meters), Miami (over 7,000 meters), Hong Kong, Los Angeles, and many more.



2.2.2 CUSTOMER SUPPORT

MacKay places a strong emphasis on delivering the highest standards in customer support and training. For the equipment provided, at an agreed date and time, MacKay will provide sufficient training on the MacKay mkBeacon™, Tango™ and Sentinel™ Meter Management System. MacKay also provides a toll free 1-800 number to access one of our customer support specialists.

2.2.3 TRAINING PROGRAM

MacKay will manufacture the mkBeacon™ and Tango™ meters, ship the product to the City, install the meters and train the City staff on operating and maintaining the meters. MacKay will also train the City staff on using the Sentinel™ Meter Management System to monitor the mkBeacon™ and Tango™ meters and the revenue generated by those meters.

Training will focus on the specific characteristics of the products, their capabilities, and user interface with the system. The training sessions can be divided into small groups of technicians/staff according to their respective tasks. Groups can be formed for collection, maintenance/repair and system reporting and management. Training shall be such that each trainee learns by significant ‘hands on’ experience under the guidance of an experienced trainer, assigned by MacKay to carry out an agreed list of first line fault corrections, maintenance and other operations.

The delivered training programs will enhance the capabilities of the operations and maintenance functions. All training will be supported by a variety of printed training materials, as well as a complete set of technical manuals. In addition, customer service or sales support staff can arrange Webex (internet/phone meetings) to further provide on-line training sessions/support.

As training will take place during the installation of the meters with City staff present, all normal customer and owner functions will be fully tested and operational by the end of the training session. This final testing will be witnessed by the City staff.

2.2.4 MAINTENANCE

For this submission, it is understood that City technicians will provide regular maintenance for purchased products. Since all of the equipment is made primarily of modular components, we believe the City will find that the maintenance requirements to keep it operational are minimal and easily managed with appropriate and thorough training of City staff by MacKay together with a few spare meters and spare parts inventory maintained by the City.



MacKay will provide all the required operation and maintenance manuals necessary to operate and maintain the product and software. Carrying out the prescribed maintenance procedures therein, and as instructed from time to time by MacKay in writing, is necessary to ensure that the warranty on all products and software purchased from MacKay is not void.

Sample Proposed Training Schedule

The following is a sample proposed schedule for training MacKay will provide to designated City staff (for the mkBeacons – A Tango training plan is available upon request). Prior to the installation /activation of any mkBeacon meters on-street, MacKay will provide the training courses listed below during the installation of the meters. The below training schedule will be refined and approved in conjunction with MacKay and City staff after award of any meter procurement contract. (S=mkBeacon, M=Sentinel MMS).



Depending on the number of attendees, and size of the installation, most meter and MMS training can be scheduled and completed over a 1 week period. Ideally for knowledge retention training should be carried out during the installation weeks.

Course S01-1 – mkBeacon Meter Commissioning & Installation for Technicians

Course S02-1 – mkBeacon Meter Service & Repair for Technicians

Course M03-1 – Introduction to Sentinel™ Meter Management System for Technicians

Course M06-1 – Advanced MMS Training I – Sentinel™ Meter Management System for Collections, Finance, Accounting, & Audit Staff, Supervisors and Managers

Course M07-1 – Advanced MMS Training II – Sentinel™ Meter Management System for Meter Shop Staff, Supervisors and Managers

Course M08-1 - Advanced MMS Training III – Sentinel™ Meter Management System for Managers & Administrators

All attendees who successfully complete the course curriculum covered shall be issued a MacKay Guardian™ mkBeacon and Sentinel™ Meter Management System Level I Technician Certificate. Attendees to all 3 courses will have completed up to four, 8-hour training days.



2.3 REFERENCES

2.3.1 REFERENCE 1 – CITY OF VANCOUVER

- In 2017 MacKay was chosen to provide both single space and multi space products for the City of Vancouver. An initial install of 60 Tango pay stations in Pay by Plate mode completed. An additional 260 pay stations have since been ordered. There are now 320 Tango pay stations and over 100 2-Bay mkBeacon meters installed on street.
- Integration includes Pay by Phone for mobile payment and Gtechna for enforcement.
- Project was awarded in 2017 and runs for 5 years as the provider of both single space and multi space equipment.
- Lessons learned – Many lessons were learned with this install, in particular, the project highlighted the importance of quick data transfer from our pay-by-plate pay stations, to the enforcement server (Gtechna in this instance). In any pay-by-plate installation, the latency of the data being sent is crucial to ensure tickets are not being written in error. With MacKay's robust .API, MacKay was able to reduce this data latency to be under 2 minutes 99% of the time and under 60 seconds 95% of the time. We also created a report in our MMS that was customized for the city to capture the latency of data delivery.

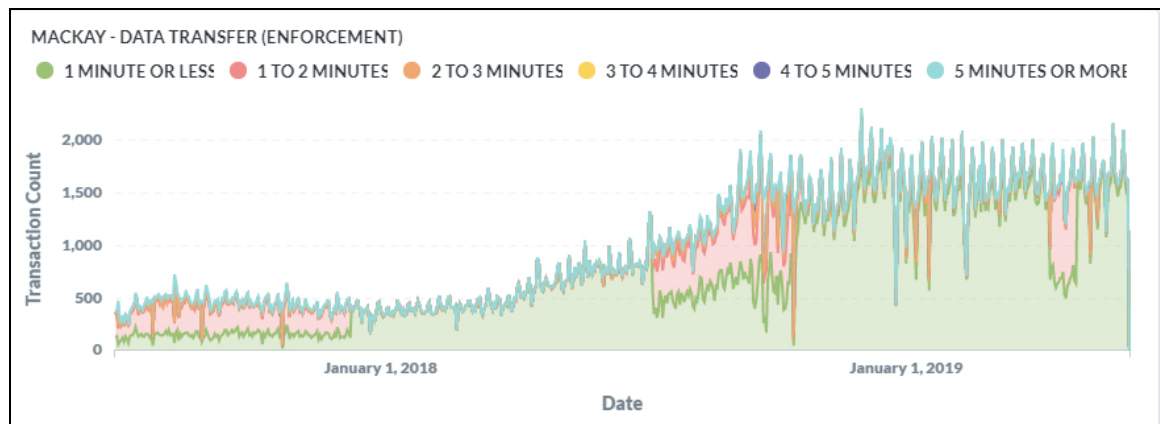


Figure 33 - Data Latency report for monitoring transaction time to the enforcement application

- Reference
Contact: Mark DeSanti
City of Vancouver Parking Division
T : 604-871-6957
M : 604-362-1547
mark.desanti@vancouver.ca



2.3.2 REFERENCE 2 – CITY OF SAN FRANCISCO

- In 2014 MacKay was chosen to provide 500 pay stations to SFMTA. In 2017, 100 mkBeacon meters were ordered and installed. Pay stations included Medeco electronic locks for the vaults. In 2018, 140 TANGO pay stations were delivered, and installed.
- The SFMTA equipment is integrated with Pay by Phone for mobile payment and with Conduent and Gtechna for enforcement.
- Installed 100 mkBeacons wireless meters in 2017., 500 Pay Stations in 2014 and 150 Tango pay stations in 2018 Current contract runs until November 2020.
- Lessons learned – During the SFMTA project, MacKay learned many valuable lessons, but in particular, the importance of being flexible from an .API perspective. MacKay currently interfaces with the SFMTA Oracle database, and sends every bit of data collected to this system. Given this database is specific to the City of San Francisco, MacKay had to customize the interface in order to send the data in a robust and reliable nature. We are now using this interface to provide real-time rate changes and real-time meter configuration changes as per the City's newest and evolving bylaws. This is the industry's FIRST true, dynamic system.
- Reference Contact: Steven Lee, Manager, Financial Services and Contracts
San Francisco Municipal Transportation Agency
1 South Van Ness Avenue 7th Floor
San Francisco, CA 94103
Phone: (415) 701-4592

2.3.3 REFERENCE 3 – CITY OF WALNUT CREEK

- In 2018, Walnut Creek chose MacKay to replace over 1600 of the competition's smart meters with their single/dual space wireless meters. In January, 2019, 936 mkBeacons were installed.
- Walnut Creek equipment is integrated with Parkmobile for mobile payment and for the population of the Parkmobile data for visual enforcement on the meters. Additionally, MacKay sends data to Smarking for additional data analytics
- Installed 936 mkBeacons in 2019.
- New decals were created and tested to aid in payment for new customers. Online videos were also provided to the City for their use in instructing the public on using the new meters. Videos can be seen here: <http://www.walnut-creek.org/local-attractions/parking-downtown>



- Lesson Learned – The importance of educating the public about new technology.....in particular switching from a single space installation to the introduction of a primarily ‘DUAL’ space installation. Providing, how to use videos, public outreach programs in preparation to the install, having city ambassadors present were all important parts to this smooth transition. Also, the power of branding was learned. The city had customized decals, and face plates provided by MacKay to help with this transition and to help change the image of their meter inventory completely.



Figure 34 - Walnut Creek 2-bay and single bay 2 hour meter (green) and 2 Bay and single bay 10 hour meters (purple).

- Reference
Contact: Karlan Larson
Phone: 925-943-5899
21201 La Puente Road
P.O. Box 682
Walnut, CA 91789
Email: KLarson@walnut-creek.org

RFP #5207-19 PAID PARKING EQUIPMENT – Technical Requirements Response

#	Technical Requirements	Firm Response	Comments, Explanation and/or Clarification
General Firm Credentials			
1	Firm has significant Public Sector market presence - provide number of customer implementations.	Yes	
2	Firm has a service support center (support and implementation personnel only) dedicated to the proposed product?	Yes	Western Office along with our head office
Licensing			
1	Describe your licensing (user, application and database) for Hosted, SaaS or On Premises.	Yes	Site license for all software and unlimited users. Site is hosted by MacKay. Fee per meter per month.
Project Implementation and Training Plan			
1	The Firm shall include a typical timeline with this Proposal including major milestones for tasks and subtasks, dates and both Firm and customer resources.	Yes	See technical response for proposed timeline.
2	Include a description of your overall approach to each of the following task areas (if applicable):	Yes	
	a) System Installation		See technical response for proposed timeline.
	b) System configuration		See technical response for proposed timeline.
	c) Data Conversion		See technical response for proposed timeline.
	d) Training (A sample of training materials & documentation should be included)		See technical response for proposed timeline.
	e) Test planning and execution		See technical response for proposed timeline.
	f) System interface design and support		See technical response for proposed timeline.
	g) System roll-out, procedures, and support		See technical response for proposed timeline.
3	Please describe your current project management methodology.	Yes	MacKay assigns a project manager to each project, along with a management team from customer service, development, and administration to properly work through the project plan and meet the required expectations.
Support			
1	The City of Spokane expects that annual support will include all updates, enhancements and training to the proposed solution. Describe how your solution meets this requirement.	Yes	Updates to Sentinel MMS are included. Additional training can be provided via online meetings and are also included. Available upgrades to hardware can be proposed to the City when available by the project manager. Hardware updates are not necessarily included
2	Describe your ongoing user support, including whether you provide a service call desk, procedures for handling different types of calls, ability to prioritize critical calls, and ability to respond to calls within a reasonable time period.	Yes	See Management response "Customer Support". Customer service is managed by Daniel Benoit and includes several experienced technicians that are available as

RFP #5207-19 PAID PARKING EQUIPMENT – ADDENDUM 2 – ATTACHMENT A

			needed to take calls and, periodically, make on-site visits.
3	Describe your escalation process for issues that are not resolved during initial call.	Yes	The issue is escalated by Customer Service to development or administration for clarification and the response is tracked until resolved.
4	The City of Spokane prefers a response from the service desk to non-emergency calls within four (4) hours and a response to critical calls (delay in work or loss of data due to system failure) within 1 hour. Provide validation of this capacity.	Yes	This response time is manageable during office hours and possible during non-business hours through email and text support.
5	Describe how problems and/or bugs are reported, fixes developed, and status tracked for the proposed system.	Yes	Customer support uses an RMA module in Sentinel to enter, track and respond to repair orders and bug fixes.
6	Describe your process for receiving, evaluating, and implementing requests for enhancements to the proposed system post implementation.		All requests for enhancements go through Customer Support. They work closely with development to determine the work required and communicate that back to the City. This would include anticipated development time frame and any cost associated with the development requested.
7	Live support is available for any issues Monday – Friday, 8am – 5pm (PST), or other reasonable timeframe during typical business hours. Please provide SLA agreements.	Yes	Service level agreement can be discussed if awarded.
8	Describe customer communications processes that announce service outages, bug fixes, updates, known issues, EOL dates, etc.	Yes	All communications to announce service outages, bug fixes, updates, known issues, EOL dates, etc. will be through Customer Service and / or Project Manager as needed.
9	Describe account and support management methodology if provided such as dedicated resources included in cost or available at extra cost, onsite vs. remote meetings, regularly scheduled meetings vs. as needed, etc.	Yes	Online meetings are available upon request. There is typically no charge for requested meetings. On site meetings can be scheduled as needed, with the project manager.
General System Specifications			
1	City of Spokane staff does not have administrative rights to install or upgrade applications and plug-ins on their computers. Describe any and all components that must be installed locally on a client machine, including Internet Explorer and Office plug-ins. Describe your support for packaging these components, if any, for automated installation.	Yes	Google Chrome is recommended.
2	Internally, the City of Spokane has standardized on a Microsoft desktop platform: Windows operating system, Office suite, and Internet Explorer browser. The selected application Firm is expected to support all features and functionality within this environment. List versions currently supported by your product and describe your policy for adopting new versions of these products.	Yes	All versions of Windows and Office currently supported. Primary support is through Google Chrome.

RFP #5207-19 PAID PARKING EQUIPMENT – ADDENDUM 2 – ATTACHMENT A

3	City of Spokane requires the solution be compatible with multiple modern internet browsers for customer access via various platforms such as smart phones, tablets, desktops, etc. List the browsers and their versions(s) that your system currently supports and describe any functionality restrictions and limitations with your solution.	Yes	Sentinel works with most Internet browsers but is certified and developed for Google Chrome.
4	Any on premise components of the proposed solution must work in the city's current technical environment. If Proposal includes an on premise technology component, please describe the components that would be on premise and the environments supported/required. Include networking components and configurations required to support the proposed solution. If applicable, also describe any remote access to the city's network that your staff requires for implementation and/or ongoing support.	N/A	No on premises technology required.
5	Role Based Access Control (RBAC) allows the System Administrator to create user "profiles" that allow and grant user security rights to various functions of the system. Individuals or groups can also be given read/write or read-only access to the function, where applicable. Each user can be attached to a specific profile that gives them all the rights of the particular group. Describe how your system provides RBAC management and the level of granularity.	Yes	Sentinel is designed with group management where a role can be defined along with the functionality specific to that role and users can be added to that group. A standard feature of Sentinel.
Network Requirements			
1	Specify maximum allowed latency requirements	Yes	Latency is monitored closely. With the technology MacKay uses, 95% of all communications take place in less than 30 seconds and 99% in less than 60 seconds. The average transaction authorization time is closer to 10 seconds.
2	Specify the typical amount of network traffic generated by this application in Mbps	N/A	MacKay manages the communications from the meters through to Sentinel and the enforcement servers as well as the payment gateway.
3	Specify the minimum network bandwidth required for each client installation in Mbps	N/A	MacKay manages the communications from the meters through to Sentinel and the enforcement servers as well as the payment gateway. The city is not required to provide any additional bandwidth.
4	Specify all network ports that will need to be opened for both clients and network firewalls.	N/A	MacKay manages the communications from the meters through to Sentinel and the enforcement servers as well as the payment gateway.
5	Specify all public IP addresses that will need to be accessed by clients or servers.	N/A	MacKay manages the communications from the meters through to Sentinel and the enforcement servers as well as the payment gateway.
6	Specify any special IP address or protocol requirements for server or client PCs	N/A	MacKay manages the communications from the meters through to Sentinel and the enforcement servers as well as the payment gateway.

RFP #5207-19 PAID PARKING EQUIPMENT – ADDENDUM 2 – ATTACHMENT A

7	Specify remote access requirements and identify remote access users/equipment	Yes	Remote access to Sentinel is done through Google Chrome or equivalent browser so an Internet capable device can be used to access Sentinel or Sentinel Mobile (Mobi).
8	Specify physical switch port count requirements and port speed	N/A	MacKay manages the communications from the meters through to Sentinel and the enforcement servers as well as the payment gateway.
9	Specify any special network design requirements	N/A	MacKay manages the communications from the meters through to Sentinel and the enforcement servers as well as the payment gateway.
10	Specify if there are any QOS requirements	N/A	MacKay manages the communications from the meters through to Sentinel and the enforcement servers as well as the payment gateway.
11	Specify any telephony requirements analog and or IP	N/A	MacKay manages the communications from the meters through to Sentinel and the enforcement servers as well as the payment gateway.
12	Specify any wireless access requirements	N/A	MacKay manages the communications from the meters through to Sentinel and the enforcement servers as well as the payment gateway.
13	Specify fiber or ethernet cabling requirements	N/A	MacKay manages the communications from the meters through to Sentinel and the enforcement servers as well as the payment gateway.
14	Specify power requirements for all new equipment	N/A	MacKay meters all come self-powered with rechargeable battery packs and solar rechargers.
15	Identify any certificate requirements	N/A	
Third Party Contracting			
1	Identify any/all 3rd party subcontractors and/or cloud service providers you contract with for your solution.	Yes	CreditCall is used for their payment gateway services to interface with the City's merchant account.
2	If using 3rd party subcontractors and/or cloud service providers describe the agreements you have with them for system security, business continuance, backup and restoration services, system availability, maintenance windows, hours of support, and penalties for violating prescribed uptime.	Yes	Online servers are redundant with backups that automatically switch on if there is a problem with the primary. Updates to the servers are typically performed over night during non-usage or low-usage times. Servers are monitored by support staff.
Upgrades			
1	Describe your typical average upgrade schedule (frequency of version releases, patches, length of time to implement, notification process) and documentation provided.	Yes	Upgrades occur when available / required, they are not regular and the City is always notified prior to changes being made. Documentation is made available where required (ie. New features or changes to user interface) through technical bulletins or revised versions of product guides.

RFP #5207-19 PAID PARKING EQUIPMENT – ADDENDUM 2 – ATTACHMENT A

2	Describe your notification practices for:		
	a) Planned outages	Yes	Customer Service notification to designated City staff
	b) Changes to the application and/or database	Yes	Customer Service notification to designated City staff
	c) Unplanned outages	Yes	Customer Service notification to designated City staff
	d) Product sunset	Yes	Customer Service notification to designated City staff
3	Describe any test or “sandbox” environments you would provide to the City of Spokane.	Yes	MacKay can provide a ‘sandbox’ so the city can practice using Sentinel MMS and analytic tools. This would be a mirror of the City’s live environment
4	Describe typical upgrade effort (downtime, level of difficulty, length of time to upgrade/update)	Yes	Depends on the upgrade and the number of customers effected by the upgrade. MacKay tries to perform all upgrades over night to minimize actual downtime for its clients.
Communications and Operations Management			
1	Are there documented procedures for securing and hardening IT infrastructure components (e.g. network devices, servers, operating systems, databases, etc.)?	Yes	
2	Are audit trails and logs maintained for network/system/application events to support monitoring or incident research and, if so, for what length of time?	Yes	Logs are kept for seven (7) years to meet business and regulatory requirements.
3	Is there a vulnerability management program, which includes security patches or updates being regularly reviewed and applied to IT infrastructure components (e.g. network devices, servers, operating systems, databases, etc.)?	Yes	
4	Is traffic to/from the Internet (e.g. e-mail, web browsing) subject to malicious code scanning and data leakage prevention?	Yes	
5	Is there a Network Intrusion Detection/Prevention System with 24x7 monitoring, alerting, and handling?	Yes	
6	Is all City of Spokane data encrypted while in storage and in transit (over the Internet or unsecure networks)?	No	Data while in transit is encrypted using AES encryption. While at rest all data is kept in its proprietary binary message format. If the message has been interpreted for reporting purposes then it is not encrypted. No sensitive credit card data is stored.
7	Is City of Spokane data ever stored on non-company managed equipment?	No	
Public Records			
1	What is the procedure to retrieve bulk data in response to a PRR?		As each PPR request would be different, the City would send the request to MacKay’s contract manager to determine in consultation with the CTO the appropriate method.
Risk Assessment and Treatment			

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1	Is there a risk assessment program in place?	Yes	
2	Is there a process to monitor, track, and remediate all identified risks on an ongoing basis?	Yes	
Security Policy			
1	Is there an information security policy?	Yes	
2	Have information security policies been reviewed in the last 12 months?	Yes	
3	Is there an Acceptable Use Policy for employees, contractors, temporary staff, etc.?	Yes	
4	Is the information security policy communicated to constituents?	No	
Organizational Security			
1	Is there an individual or group responsible for security within the organization?	Yes	
2	Are contacts with information security special interest groups, specialist security forums, or professional associations maintained?	Yes	
3	Has an independent third-party review of the information security program been conducted in the last 12 months?	Yes	
4	Does management require the use of confidentiality or non-disclosure agreements with external parties (including Vendors or Suppliers)?	Yes	
5	Is access to City of Spokane data (or the processing facilities hosting such data) provided to external parties?	No	No, unless required by the City of Spokane for integration purposes.
6	Is the penetration testing conducted by a 3rd party?	Yes	
7	Are suitable tests of systems and applications carried out during development and prior to acceptance?	Yes	
8	Are anti-virus products used and configured with daily definition updates?	Yes	
9	Are backups of systems and data performed periodically (e.g. weekly)?	Yes	
10	Is backup media stored offsite in a trusted facility?	Yes	
11	Is City of Spokane data isolated from other customer systems/data and secured to prevent unauthorized logical or physical access?	Yes	
12	Are there documented procedures for securing and hardening IT infrastructure components (e.g. network devices, servers, operating systems, databases, etc.)?	Yes	

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13	Are firewalls used to segment network zones and terminate connections to external networks?	Yes	
14	Are audit trails and logs maintained for network/system/application events to support monitoring or incident research?	Yes	
15	Is there a vulnerability management program, which includes security patches or updates being regularly reviewed and applied to IT infrastructure components (e.g. network devices, servers, operating systems, databases, etc.)?	Yes	
16	Is traffic to/from the Internet (e.g. e-mail, web browsing) subject to malicious code scanning and data leakage prevention?	Yes	
17	Is there a Network Intrusion Detection/Prevention System with 24x7 monitoring, alerting, and handling?	Yes	
18	Is there an approval process to use wireless network devices?	Yes	
19	Are wireless connections encrypted?	Yes	
20	Is all City of Spokane data encrypted while in storage and in transit (over the Internet or unsecure networks)?	No	Data while in transit is encrypted using AES encryption. While at rest all data is kept in its proprietary binary message format. If the message has been interpreted for reporting purposes then it is not encrypted. No sensitive credit card data is stored.
21	Is there a policy that addresses the use and management of removable media? (e.g., CDs, DVDs, backup tapes, USB drives, etc.)?	Yes	
22	Is sensitive data on removable media, including backup tapes, encrypted?	N/A	Sensitive data is not stored or maintained.
23	Is City of Spokane data ever stored on non-company managed equipment?	No	
24	Are desktops/laptops/mobile devices "managed" and configured with a minimum build including security software (e.g. host firewall, disk encryption, etc.)?	Yes	
Access Control			
1	Are privileged accounts (administrator, super-user, etc.) controlled and reviewed?	Yes	
2	For systems which touch City of Spokane data, is there a separation of duties process in place for approving and implementing access with sponsorship and duration documented?	Yes	Yes, there is a separation of duties and only those approved have access to City of Spokane data/IT Infrastructure.
3	Are user access paths set up on a predefined role-based need-to-know basis (e.g., only the operators working on City of Spokane's project have access to City of Spokane's information and systems)?	Yes	
4	Are there formal procedures to add, delete and modify user accounts and access, assign to role and audit compliance against current user list?	Yes	

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5	Do policies require access controls be in place on applications, operating systems, databases, and network devices to ensure users have least privilege?	Yes	
6	Are unique user IDs used for access?	Yes	Yes. Users log in using unique user id's.
7	Is there a process to grant and approve access to systems processing, storing, or transmitting City of Spokane data?	Yes	
8	Is there a process to recertify access on a periodic basis (including privileged accounts e.g. administrator, super user, etc.)?	Yes	
9	Are passwords required to access systems processing, storing, or transmitting City of Spokane data?	Yes	
10	Do remote access communications into the environment occur over an encrypted tunnel (e.g. IPSec, SSL VPN, etc.)?	Yes	
11	Is multi-factor authentication required for remote access?	Yes	
Systems Acquisition Development & Maintenance			
1	Is there a Software Development Life Cycle (SDLC) process, which includes security requirements and tollgates?	Yes	
2	Is access to production code and program source libraries based on the principle of least privilege?	Yes	Only those authorized have access to production code, and only to those source libraries that they are required to.
3	Are change control procedures required for all changes to the production environment?	Yes	
4	Is City of Spokane data ever used in the development, staging, or testing/QA environments?	No	
5	Are source code reviews (e.g. input validation) performed on applications, including those processing City of Spokane data?	Yes	
6	Are penetration tests and vulnerability assessments performed against external/Internet-facing systems and applications?	Yes	
7	Do developers receive targeted security training and are they made aware of vulnerabilities through periodic metrics reporting?	Yes	
8	Does the SDLC process include security requirements gathering, implementation, and verification tollgates before acceptance into production?	Yes	Developers are trained on secure coding standards and it is supplemented with a secure coding review for each release of relevant software modules.
9	Does the development process follow OWASP standards for building secure applications including international security review?	Yes	
10	For environments being used for City of Spokane data, do you have an external source code review of all major applications revisions to the environment (SQL injection, cross-site scripting, and security weaknesses, not QA)?	Yes	

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11	Do developers regularly receive detailed coding and design training in application security?	Yes	
Incident Event and Communications Management			
1	Is there an Incident Response process (including IT security breaches) that is reviewed annually?	Yes	
2	Is there an Incident / Event Response team with defined roles and responsibilities?	Yes	
3	Is there a process to notify City of Spokane of incidents/events, including the sharing of relevant documentation (e.g. issues, root cause analyses, outcomes, and remediation)?	Yes	If it was determined that there was a credit card security breach MacKay follows the procedures put in place by the credit card brands.
Business Continuity & Disaster Recovery			
1	Is there a documented policy for business continuity and disaster recovery?	Yes	Can be provided should MacKay and the City get to the contract negotiation or statement of work stage.
2	Is the capacity at the recovery location reviewed on a regular basis to ensure that adequate capacity is available in the event of a disaster?	Yes	
3	Does the product or service in question have an assured business continuity capability?	Yes	MacKay is open to the idea of a software escrow agreement with the City
4	Does the recovery strategy assure the continued maintenance of the service level agreements?	Yes	MacKay is open to the idea of a software escrow agreement with the City
5	Does the Business Continuity and/or Disaster Recovery plan address notification to City of Spokane when incidents occur?	Yes	MacKay is open to the idea of a software escrow agreement with the City
6	Are alternate facilities (e.g. data centers, office locations, etc.) used?	Yes	
Compliance			
1	Are there requirements to comply with any legal, regulatory or industry requirements, etc.?	Yes	PCI DSS compliance, FCC
2	Are audits performed to ensure compliance with any legal, regulatory or industry requirements?	Yes	
3	Is there a records retention policy?	Yes	
4	Is there an independent audit function within the organization?	Yes	
Privacy			
1	Is there an individual in the organization who is responsible for privacy?	No	
2	Do the policies and procedures include appropriate safeguards to ensure compliance with applicable privacy laws, including cross-border transfers of targeted privacy data?	Yes	
3	Is there a documented data flow for targeted privacy data for each jurisdiction?	Yes	This can be provided upon request

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4	Does the organization control or own the delivery of Privacy Notices to customers?	Yes	As a rule, MacKay does not retain personal information or sensitive card holder data. However, in the event that certain data elements are deemed to be private, MacKay can provide a Privacy Notice indicating what MacKay does with the personal information.
5	Are there documented policies or procedures to ensure targeted privacy data is only collected, stored and used for the purposes for which it was collected?	Yes	As a rule, MacKay does not retain personal /private information or sensitive card holder data.
6	Are there written procedures to process data protection authorities / regulators' complaints, if required?	Yes	
7	Are there documented procedures to notify customers (City of Spokane included) whose sensitive or personal information has been breached, as required by policy, practice or applicable privacy laws?	Yes	As a rule, MacKay does not retain personal information or sensitive card holder data. However, in the event that certain data elements are deemed to be private, MacKay will follow a documented procedure to notify customers in the event of a breach.
8	Is there internal monitoring for compliance with Privacy Policies and procedures?	Yes	MacKay undergoes a yearly Audit.
9	Is on-boarding privacy training provided for all employees, contractors, temporary staff, etc.?	Yes	MacKay IT Staff are provided with training to ensure they adhere to appropriate software development standards including secure coding/privacy standards.
SaaS Providers			
1	Are logins and communications secured with encryption? (HTTPS, SFTP,etc)	Yes	
2	Are data transfers secured with encryption (HTTPS,SFTP,etc)	Yes	All data in transit is encrypted using AES
Vendors connecting to City of Spokane			
1	Vendor devices accessing City of Spokane networks are secured with at least the minimum required software (Antivirus,etc)	N/A	No MacKay devices are accessing the City of Spokane networks.
2	Verify no personal devices will connect to the City of Spokane network, only authorized Vendor owned devices.	Yes	No personal devices or vendor owned devices will connect to the City of Spokane network.
3	Site to site tunnels are encrypted and mask both the Vendor and City of Spokane networks with NATing	N/A	MacKay does not connect to the City of Spokane networks.
4	Will communication over the VPN or tunnel be limited to only the systems necessary to transfer data and/or service the projects at City of Spokane	N/A	MacKay does not connect to the City of Spokane networks.

RFP 5207-19 COMPLIANCE MATRIX

Company Name and Contact Information:			
	Requirement Description	Requirement Compliance	Vendor Response Comments - Optional
2.1 GENERAL SPECIFICATIONS	Please note: Please fill this sheet out for SINGLE SPACE METERS only	Proposer is to respond to all requirements highlighted in *yellow*. If vendor selects "will meet" please list compliance date in notes section	If, applicable, you may use this space to expand on your response and/or reference supporting documentation (e.g. file attachments, online information, etc.) on how your solution meets the requirement.
a)	Payment must be available through multiple options, including coin, credit card and mobile payment integration. Near Field Communication (NFC) (including Apple Pay and Google Pay) payments shall be supported and available.	Meets	
b)	Pay station technology must allow the patron to pay for a parking space transaction at any pay station.	Meets	Though not applicable to single space meters
c)	The ability to add time to existing transactions, however, the add time feature must disallow the ability to purchase time past the maximum time allowed by license plate for the parking space/zone.	Meets	Though the license plate information is not used with single space meters
d)	Meters must have the ability to store a minimum of 8 different rate structures that are configurable by time of day and day of the week. Pay stations must allow for simultaneous rate structures to be displayed that include static/fixed rate combined with hourly rate options.	Meets	
e)	A large screen display is preferred in order for rate information to be displayed, rather than signs posted on the meter.	Meets	
f)	Pre-payment option (payments made in advance of operating hours).	Meets	
g)	An option for patrons to be informed of the expiration of their paid parking session.	Meets	Via mobile payment applications
h)	All technology must be simple to understand and easy to use.	Meets	
i)	All technology must be reliable, easy to maintain and secure.	Meets	
j)	All technology shall be able to electronically display the following to the patron with minimal effort: i. Rates ii. Days and hours of operation iii. User instructions	Meets	
k)	Proposers must offer strong customer support 7 days a week.	Meets	

Compliance Matrix (Exhibit E)
Single Space Meters

	Requirement Description	Requirement Compliance	Vendor Response Comments - Optional
l)	Changing rates using the Meter Management System (MMS) shall be completely web-based (no software to install), easy to use with customizable tariff naming and the ability to download rates onto customizable, user-defined groups of meters.	Meets	
m)	All technology, equipment and systems shall be ADA-compliant.	Meets	
n)	All materials and components shall be new and unused.	Meets	
o)	All technology shall have a modular design. Components shall be able to be quickly changed in the field.	Meets	
p)	All electronic components, connections and wiring shall be fully weatherproofed.	Meets	
q)	The meters shall be weather, rust and graffiti resistant and shall be made of stainless steel or an equivalent material.	Meets	
r)	The City prefers that the meter has additional lighting or illumination for dark hour usage. Proposer shall describe how the lighting and/or display operates during dark hours.	Provide Proposal reference page with description in Column D	The mkBeacon includes an LED light that illuminates the front face of the meter during dark hours. The time period that the LED light is active is configurable by the City. See section 1.4.1 of the Technical Response.
s)	All technology shall wirelessly communicate usage, payment status, meter access and maintenance alert data in real-time.	Meets	
t)	All technology shall be managed by a web-based meter maintenance system (MMS) that can: i. Remotely update pricing, regulations, and configuration. ii. Provide reports on meter activity. iii. Automatically create maintenance work order tickets for generated alarms or patron reports of meter malfunctions. Maintenance tickets shall be able to be updated via email, smartphone and tablet. iv. Record meter maintenance completed by repair staff. v. Easily indicate meter status and send alarms to designated personnel if a meter is not functioning. vi. Proposer shall describe ability to integrate with City's 311 reporting system to receive and report on trouble tickets and work order	Meets	
u)	All technology shall be warranted to operate as proposed within a temperature range of -15 degrees Fahrenheit to +140 degrees Fahrenheit and under environmental conditions found in the City, including but not limited to sleet, snow, hail, grime, rain, fog, sun (including direct sunlight), and vibrations.	Meets	

Compliance Matrix (Exhibit E)
Single Space Meters

	Requirement Description	Requirement Compliance	Vendor Response Comments - Optional
2.2 WIRELESS TWO-WAY COMMUNICATIONS			
a)	The technology will be equipped with a modem, antenna, and the required software to support wireless communications.	Meets	
b)	The wireless communications shall be supplied as a “communications service” during the life of the contract, not as a specific type of modem or wireless carrier supply. Vendor shall be responsible for maintaining and updating the communications service to ensure system uptime in excess of 99% during parking hours of operation.	Will Meet	
c)	Describe the modem type: CDMA, GSM and/or Wi-Fi.	Provide Proposal reference page with description in Column D	The cellular modem devices proposed for use with MacKay’s wireless solutions are the ‘MTSMC’ series Socket Modem devices manufactured by Multi-Tech Systems Inc. These are fully modular approved, high performance, low power ‘Data Only’ devices ideally suited for ‘machine-to-machine’ applications such as on-street parking. The MTSMC devices available offer 4G-LTE as well as 2G or 3G, GSM or CDMA data performance. All MTSMC Socket Modem series devices are end to end carrier certified/approved as an end use device. See section 1.4.9 and 1.4.10 of the Technical response.
d)	Identify the likely cellular carrier(s) to be used for City service and the process of determining reliability of signal coverage.	Provide Proposal reference page with description in Column D	The MTSMC modem supports multiple carriers. MacKay can work with the City to identify the best carrier for local coverage. See section 1.4.9 and 1.4.10 of the Technical
e)	The Proposer shall describe the established process to troubleshoot and resolve communication interruptions and failures.	Provide Proposal reference page with description in Column D	Sentinel monitors communications and carrier lag times to ensure communication interruptions are minimized. Log files are kept to help pinpoint issues with communications and the modular nature of the modem allows for a quick swap to a new one if needed.
f)	System transactions shall be communicated to the back-office system in real time to support pay-by-plate pay station enforcement queries. The system shall support enforcement queries for vehicle payment status.	Meets	

Compliance Matrix (Exhibit E)
Single Space Meters

	Requirement Description	Requirement Compliance	Vendor Response Comments - Optional
g)	If credit card payments can be accepted during weak wireless signal occurrences, describe the process.	Meets	The meters support a "hold and send" mode if communications encounter a weak signal period. Transactions are held until they can be properly cleared but
2.3 DISPLAY			
a)	Graphic display shall be easy to read under various daytime and nighttime lighting conditions, including fog and direct sunlight and at various angles. Proposer shall describe its options for altering the display to make viewing in direct sunlight easier.	Provide Proposal reference page with description in Column D	The mkBeacon has a large, high contrast, graphics capable, backlit, liquid crystal display, which provides for contrast adjustment. The display is protected by a high quality, ¼” thick, clear Lexan® polycarbonate cover which has a UV inhibitor additive to extend the life of the Lexan, and to allow for clear, unhindered viewing of the display. The large display allows for the presentation of large, easily read characters and text. The display is a vertical, flat facing design, allowing for easy viewing for most users and also ensuring that rain water will readily run off the display, providing a “self-cleaning” aspect. See 1.4.4 of the Technical Response.
b)	The meter shall have a backlit graphic display panel that is large enough to legibly display all necessary operating status messages to patrons and repair personnel. The display must be energy efficient and operate in a solar-charging (or equivalent) configuration and not cause excessive battery drain.	Meets	
c)	The display shall be scratch and impact resistant.	Meets	
d)	Current rates and hours must be able to be displayed on the graphic display and be remotely programmed.	Meets	
e)	Describe the ability to program and display different rate schedules by time of day and day of the week, including dynamic and progressive rate structures for peak occupancy periods. City staff shall have the ability to program rates independent of vendor support with no additional costs associated with these changes. i. Customers shall be able to select their rate option prior to submitting payment in order for the meter to translate the amount due and inform the customer of the payment value.	Provide Proposal reference page with description in Column D	See 1.6.3 (Tariff Management) in the Technical Proposal

Compliance Matrix (Exhibit E)
Single Space Meters

	Requirement Description	Requirement Compliance	Vendor Response Comments - Optional
f)	Graphic display shall support dynamic messaging functionality to reflect changes in pricing, regulations, display messages, format, or configurations made in the MMS and communicated wirelessly to the meter at least once per day. The City shall have the ability to change or adjust the graphic display independent of vendor support and there shall be no additional costs for these types of adjustments.	Meets	
g)	Meters shall have an ability to display special messaging. Proposer shall describe the process and features that enable special messaging, i.e., holiday and special event messages, which can be downloaded remotely.	Provide Proposal reference page with description in Column D	Design and deployment of the mkBeacon screens is managed via the Display Editor within the Sentinel™ MMS. The display supports up to 8 lines of text, 5 font sizes, and up to 3 panels per status... all customizable. See 1.4.4 of the Technical
h)	Meter display shall clearly communicate the following electronically, alphanumerically and graphically: i. Rates ii. Days and hours of meter operation iii. Regulations iv. Instructions to the user: 1. Read Error, Please Reinsert Card – if card is removed from the mechanism before it could read the information on the card; 2. Coin Only – at the sole discretion of City, if the card slot is inoperable; 3. Card Only – at the sole discretion of City, if the coin slot and/or bill acceptor is inoperable; 4. Out of Order – at the sole discretion of City, if the coin and card slot are inoperable, with customizable instructions such as pay at another meter.	Meets	
i)	Proposer shall describe any static information displayed and the format used.	Provide Proposal reference page with description in Column D	All screens are user user defined so whatever the City chooses. See 1.4.4 of the Technical Response.
2.4 KEYPAD			
a)	Keypads must be vandal resistant, weatherproof, and corrosion	Meets	

	Requirement Description	Requirement Compliance	Vendor Response Comments - Optional
b)	<p>Proposer shall describe any visual, audible or tactile indication that a button has been pressed, as feedback to the patron.</p> <p>i. Describe the visibility of the keypad after dark and how the patron will interact with the meter.</p>	Provide Proposal reference page with description in Column D	<p>The meters include either a 4 or 6 button keypad, placed below the front display. The buttons, are fully sealed, ‘Piezo’ type, and feature permanent label markings. Buttons were chosen to be user-friendly with ADA considerations in mind. The keypad features no moving parts and can only be activated by physically pressing the button. An audible "beep" is made to confirm a button press. Piezo type buttons were chosen over capacitive style buttons, because they don't rely on the ‘skin effect’ from a user’s finger to work, and they don’t false trigger, or become desensitized over time. The are lite up by the mkBeacon's front LED and backlight screen during dark hours. See 1.4.11 of the Technical Response.</p>
2.5 PAYMENTS			
a)	Proposer shall describe coin, bill, card and alternative payment operations, including the number of different coins/currency accepted and the type of card-based payments, including magnetic stripe, contactless cards and chip-based cards (as applicable).	Provide Proposal reference page with description in Column D	See section 1.4.4 (Coin Chute) and 1.4.5 (Card Reader Payment and Processing) in the Technical Proposal
b)	All meters must support secure real-time authorization of credit cards and optional contactless cards.	Meets	
c)	The meter shall accept monies through a jam-resistant coin/bill interface and jam- resistant card payments through a card interface.	Meets	
d)	For pay stations, the coin discrimination system should contain an automatic shutter, which only opens during operational hours for coin insertion of approved coins, but not for non-metallic objects.	N/A	
e)	For single/dual space meters, Proposer shall describe how the proposed technology mitigates insertion of objects other than approved coins.	Provide Proposal reference page with description in Column D	All coins are taken into the coin can regardless of whether they are acceptable payment. For unaccepted coins, no time is given to the meter. Insertion of foreign objects meant to jam the coin slot is detected by the coin chute sensors and an alert is sent to maintenance staff immediately. See 1.4.6 of the Technical Response.
f)	If the coin or bill slot is inoperable, meters must have the option to still accept card payments and promote third-party payments (e.g., mobile payments), if applicable.	Meets	
g)	The coin chute or track and coin verifier unit shall be a free-fall type (non-moving and non-mechanized) or an equivalent.	Meets	

Compliance Matrix (Exhibit E)
Single Space Meters

	Requirement Description	Requirement Compliance	Vendor Response Comments - Optional
h)	The coin chute or track shall include an anti-backup provision to prevent and detect the attempted retrieval of deposited coins (e.g., attached to strings, paddles, wires, etc.).	Meets	
i)	Monies must be deposited directly into, and stored within, secured containers in the vault area of the meter.	Meets	
j)	Monies must be easy to collect, simple to reconcile and include audit capabilities.	Meets	
k)	Maintenance personnel must be able to easily clear coin/bill jams without the use of special tools and without accessing the vault.	Meets	
l)	Describe how the 'Pay at Any Pay Station' feature would operate utilizing the proposed parking technology solution.	Provide Proposal reference page with description in Column D	Not applicable to Single / Dual space meters other than mobile payment can be made remotely using a third party mobile payment solution and time can be added to the meter in real time.
m)	All meters shall be able to be programmed to accept pre-payments prior to start of regulated parking and extended payment within applicable City policy requirements.	Meets	
n)	Proposer shall describe in detail the step-by-step process of vendor's credit card acceptance procedure from the time a patron inserts his/her card to the time the money is deposited in the City account. Include the name of your gateway processor (if using a third party) and the name of the gateway software (if your firm uses in-house software). Proposer shall list all subcontractors involved in each step (e.g., cellular providers or gateway companies) and describe the subcontractors' PCI compliance. Proposer shall describe any per transaction charges from the vendor and/or the gateway company, or software charges; if none,	Provide Proposal reference page with description in Column D	See Section 1.4.5 (Card Reader Payment and Processing) of the Technical Proposal
o)	The meter, the associated communications system, the backend server and gateway services shall all be compliant with Payment Card Industry Data Security Standard (PCI Level 1 certified by a Qualified Security Assessor (QSA)).	Meets	
p)	Meter shall be PA-DSS certified by a Qualified Security Assessor (QSA).	Meets	
q)	The technology must be EMV compliant. Proposer shall describe their current and future EMV capabilities including any required upgrades, options and/or associated costs.	Meets	

Compliance Matrix (Exhibit E)
Single Space Meters

	Requirement Description	Requirement Compliance	Vendor Response Comments - Optional
r)	Proposer shall describe any alternative payment options, the associated costs or any additional fees. Proposal shall describe current and future capabilities including any required upgrades or options for the implementation of the alternative payment options.	Provide Proposal reference page with description in Column D	Single / Dual space meters currently accept coins, smart cards, credit cards, non-pin debit cards, contactless credit cards and mobile payment. See 1.4.6, 1.4.7 and 1.4.8 of the Technical Response.
s)	The MMS system shall allow the City to dynamically and remotely adjust parking prices on the meters in real-time.	Meets	
2.6 CLOCK			
a)	The meter must have a 365-day calendar real-time clock that completes a daily time-sync with the server at least once every 24 hours and that will either retain the time settings during battery replacements or servicing, or will accurately reset the time settings without losing prior programming; reset shall occur within 3 seconds of battery replacement or servicing. If back-up power built into the meter is used for this function, this back-up power must allow at least 15 minutes for a given battery change without losing the clock settings.	Meets	
b)	The clock shall be programmable at least one year in advance for automatic daylight savings time changes.	Meets	
c)	The time-of-day clock shall be accurate to within plus or minus two seconds per day (where a day is defined as any given 24-hour period). i. There shall be no upper limit or maximum deviation that would prevent the clock from syncing with the MMS. ii. The clock shall track the day of week, Monday through Sunday. iii. Time of day and day of week shall be displayed to maintenance staff, on the front display screen, when the reset feature is activated.	Meets	
2.7 POWER			
a)	Pay stations must allow for power by a rechargeable solar-powered (or equivalent) battery.	N/A	
b)	Batteries shall be located in an easily accessible storage area inside the unit that can be changed out in less than 30 seconds once the pay station is opened.	N/A	
c)	For environmental reasons, Nickel-Cadmium batteries shall not be used to power the meters.	Meets	
d)	The meter will be powered by battery and/or rechargeable solar-powered (or equivalent) battery pack.	Meets	
e)	When battery voltage falls below a minimum threshold, the meter will generate an alert prior to the meter going out of service.	Meets	

Compliance Matrix (Exhibit E)
Single Space Meters

	Requirement Description	Requirement Compliance	Vendor Response Comments - Optional
f)	Battery connections will be designed to resist corrosion and sustain a minimum of five years of service.	Meets	
g)	Current battery voltage for both rechargeable (solar or equivalent) and non-rechargeable batteries will be available on the display and through the MMS.	Meets	
h)	All locally stored meter data will be retained during battery replacement and battery failures of seven days or less.	Meets	
i)	Please describe any unique power management capabilities.	Provide Proposal reference page with description in Column D	See section 1.4.1 (Power) of the Technical Proposal
j)	Battery shall guarantee a life of at least 5 years. Proposer shall describe how any and all options will impact battery life.	Provide Proposal reference page with description in Column D	Assuming a fully charged new battery, the typical estimated life expectancy of a rechargeable battery pack is about four to five years. Excessive communications (ie. sensors, mobile payment added to meter) and limited sunlight can affect the overall life of a battery pack. See 1.4.3 of the Technical Response.
2.8 SECURITY / MAINTENANCE			
a)	Monies passing through the meter shall be deposited directly into secured containers in a separate vault area.	Meets	
b)	The coin/bill vault areas shall not be accessible from the maintenance compartment.	Meets	
c)	Meters shall be resistant to vandalism and other attacks to remove or disable coin/cash from the coinboxes.	Meets	
d)	Meters shall have high security locks for all housing and cabinet doors. Include a description of the locks provided. Electronic locks are preferred with online programmable access parameters including restrictions for maintenance, collections, days of week and hours of day. Describe the manual override process in case of power failure or electronic lock malfunction.	Provide Proposal reference page with description in Column D	See Section 1.4.12 (M Series Lock and Optional Medeco Electronic Locks) in the Technical Proposal
2.9 WARRANTY / VENDOR SUPPORT			
a)	Proposer shall describe their system warranty and extended warranty options on all hardware and software effective from the date of installation.	Provide Proposal reference page with description in Column D	See Section 1.9 (MacKay Warranty Coverage) in the Technical Proposal

Compliance Matrix (Exhibit E)
Single Space Meters

	Requirement Description	Requirement Compliance	Vendor Response Comments - Optional
b)	Proposer shall describe technical support services, including 7 day a week customer support help desk availability (including holidays), on-line help features, transaction assistance, on-site support and technical support, during and beyond the installation and warranty periods. Proposer shall describe who is responsible for supporting the meter including any and all subcontractors.	Provide Proposal reference page with description in Column D	MacKay places a strong emphasis on delivering the highest standards in customer support and training. For the equipment provided, at an agreed date and time, MacKay will provide sufficient training on the MacKay mkBeacon™ and Sentinel™ Meter Management System. MacKay also provides a toll free 1-800 number to access one of our customer support specialists. MacKay believes that training the City staff to properly maintain the equipment is the best solution for maximizing meter uptime. See 1.8 of the Technical Response and 2.2.2 of the Management Response.
c)	The customer support help desk shall have the ability to collect and/or provide detailed information to the City via the hotline and/or via log in to the back-office software, including: i. Verify, log and dispatch reports of meter malfunctions in real time with online tracking	Will Meet	
d)	Proposer shall provide the City with toll free telephone numbers enabling them to reach Proposer's staff during normal business hours.	Meets	
e)	The system must be capable of providing remote off-site diagnosis and support via wireless access. The system must be capable of remote software upgrades via wireless access.	Meets	
f)	Vendor shall be required to provide quarterly technical bulletins that identify product notifications, technology updates, lessons learned from other installations and overall system and performance details including software and firmware upgrades with an explanation of features and improvements.	Will Meet	
g)	Provide system warranty guarantees and extended warranty options on all hardware and software effective from the date of installation.	Provide Proposal reference page with description in Column D	See section 1.8 (MacKay Warranty Coverage) in the Technical Proposal. Also see Extended Warranty pricing in the Cost Proposal.
h)	Requests for Quotations from the City must be to be fulfilled within three business days, and/or at a status update on the 3rd business day and every 2 days thereafter. This is to include all requests for all equipment and parts.	Meets	

Compliance Matrix (Exhibit E)
Single Space Meters

	Requirement Description	Requirement Compliance	Vendor Response Comments - Optional
i)	Return Merchandise Authorization (RMA) requests must be fulfilled within 30 calendar days, and/or a status update as the expected time of arrival (ETA). RMA shipments to the City must include advance email delivery notification, delivery date/time and the associated tracking number to the designated City point of contact. Deliveries to the City shall only occur within the mutually established delivery hours of	Meets	
2.10 TRAINING			
a)	Proposer shall provide a proposed training outline with their response.	Meets	See section 2.2.3 (Training Program) in the Management Proposal.
b)	The City requires an on-site 2-hour refresher training each year that will include a review of project issues, system performance and product updates. Vendor shall provide all training at a location to be determined by the City or its designee.	Will Meet	
c)	Proposer shall cover all travel costs.	Will Meet	
d)	Proposer shall describe how upgrades to the MMS or other systems will be distributed, communicated, and implemented (e.g., training of appropriate staff) during the term of the contract.	Provide Proposal reference page with description in Column D	All upgrades are communicated, implemented and trained through MacKay's Customer Service department. Online training will typically be done via Webex training with a senior technician. See section 2.2.3 (Training Program) in the Management Proposal.
e)	Proposer shall supply and keep current hard and digital copies of all operating, training, repair and user's manuals, which includes detailed instructions for system usage.	Will Meet	
2.11 REPORTING / MAINTENANCE TRACKING / ENFORCEMENT			
a)	The MMS must provide secure, web-based back office reporting, including real time exception reporting for equipment downtime and data transmission issues.	Meets	
b)	The MMS shall provide maintenance tracking with automated technical ticket generation.	Meets	

Compliance Matrix (Exhibit E)
Single Space Meters

	Requirement Description	Requirement Compliance	Vendor Response Comments - Optional
c)	Describe how access to real-time information regarding customer-generated reports of meter or signage problems, and meter-generated warnings and alarms is available to support staff, including maintenance technicians.	Provide Proposal reference page with description in Column D	All alerts are in real-time as are the transaction information. When payment is made at the meter or if an alert occurs at the meter, the information is communicated immediately to Sentinel MMS and distributed to the appropriate staff. Any issues with signage / decals (which the meter does not detect) would need to be logged by the maintenance staff for repair in Sentinel as well. See section 1.6 in the Technical Proposal.
d)	The MMS shall provide a smartphone application to update, reassign and close out maintenance tickets.	Meets	
e)	The MMS shall have the capability to track maintenance issues, completion of maintenance tasks and reports on meter uptime.	Meets	
f)	The MMS shall provide scheduling capabilities for both preventive and non-recurring maintenance.	Meets	
g)	The MMS shall provide a maintenance dispatch interface for the scheduling, recording and reporting of error/problem corrections.	Meets	
h)	The MMS shall provide an online mapping module for parking spaces and meters to identify maintenance and enforcement areas/zones. The MMS shall provide real-time verification of parking spaces payment status for enforcement purposes.	Meets	
i)	MMS shall allow the remote download of all rate changes, display changes, receipt layout changes, other user interface changes and operating system changes and upgrades with no upcharge for wireless	Meets	
j)	The web-based MMS reporting analytics tool shall allow for: i. Custom filtering of data fields ii. Drop & drag report capabilities iii. Table creation where reports can be saved for individual or global	Meets	
k)	The MMS shall allow for online scheduled reports to be exported as Excel, CSVs and/or PDFs	Meets	
2.12 DATA / INTEGRATION			

Compliance Matrix (Exhibit E)
Single Space Meters

	Requirement Description	Requirement Compliance	Vendor Response Comments - Optional
a)	Proposer must provide real-time integration with the City’s current and future parking technology and data management vendors, including, but not limited to, citation issuance/enforcement handhelds, LPR and mobile payment (Passport). Proposer shall confirm current integrations with the City’s existing vendors and/or describe any costs associated with implementing the integration required to support pay-by-plate.	Provide Proposal reference page with description in Column D	MacKay has integrated the following solutions with the Sentinel MMS: <u>Mobile Payment</u> - Passport , Pay by Phone, ParkMobile, Honk <u>Enforcement</u> - Genetec , Gtechna, T2, Data Ticket <u>Sensors</u> - Q-Free, Streetline, WiseMoving. See section 1.6 in the Technical Proposal.
b)	Vendor will be required to provide all meter related data in a format and interface as defined by the City, including an interface with the City’s asset management system (Cityworks). Vendor shall be able to work with outside vendors to perform data migration. This could include data mapping, data cleanup/verification, data transfer, and other testing as defined by City requirements.	Will Meet	

Service Level Agreement

This Service Level Agreement is intended to provide an understanding of the services provided by MacKay Meters, Inc. ("MacKay") and its third-party vendors to the City of Spokane ("City").

Support

The following is an overview of system support and acceptable response times.

Implementation Support

MacKay will provide a dedicated Project Manager and key personnel who will be responsible for project oversight and delivery of MacKay hardware, software and systems. The Project Manager will be the single point of contact for the City and will be responsible for the management, implementation, and on-going trouble shooting during installation. The Project Manager will coordinate efforts with the City designee. They will be available to the City by telephone or video access during implementation to respond to City needs, questions and or issues. The Project Manager will develop, in consultation with the City, a detailed work plan and project schedule. Any changes in personnel to this position will be sent to the City in writing.

Training

MacKay will provide training for City staff on operating and maintaining mkBeacon's as well as using the Sentinel Meter Management System and mkAnalytics. The training schedule will be developed in consultation with the City prior to implementation. All attendees who successfully complete the course curriculum covered in the trainings will be issued a MacKay Guardian mkBeacon and Sentinel Meter Management System Level 1 Technician Certificate.

MacKay will provide training materials as well as manuals and user guides to staff. MacKay will continue to provide the City with any updated manuals and/or user guides. Virtual or phone meetings are also available to further provide on-line training sessions/ support.

Post-Implementation Support

MacKay will provide a dedicated customer service manager who will be a single point of contact for all City support needs through the duration of the contract. Any changes in personnel to this position will be sent to the City in writing. For issues not resolved during the initial call, the issue is escalated by MacKay Customer Service to development or administration for clarification and the response is tracked until resolved.

MacKay will offer live customer support for City staff, at a minimum, between the hours of 8:00 AM and 5:00 PM PDT/PST, Monday – Friday, except for City holidays. This live customer support shall include system software issues, system hardware issues, feature-related questions and reporting. Customer Service response to non-emergency calls will be within four (4) hours and a response to critical calls (delay in work or loss of data due to system failure) within 1 hour. An after-hours emergency support line shall be available 24/7.

MacKay will provide email or text support for City staff for system software issues, system hardware issues, feature-related questions and reporting. MacKay will respond within twenty-four (24) business hours.

Liquidated Damages and Credits

Both parties will agree that the annual liquidated damages shall be limited to the amount paid or due to MacKay by the City during a one-year period except in the initial 12-month period of this Agreement where liquidated damages shall be limited to 30% of the amount paid or due to MacKay by the City during the initial 12-month period of this Agreement. MacKay agrees to pay these amounts to the City as set forth:

Failure of Single Space Meter(s)

Failure of either Single Space Meter(s) that results in either no payment transaction being accepted by the Meter(s) (e.g. allow free parking during enforcement hours) or application of the wrong fee rates for parking shall result in damages of \$10.00 per day (each 24-hour period) per each affected Single Space Meter. City shall provide MacKay with 24 hours' notice to respond and repair the Meter(s) failure prior to being entitled to liquidated damages.

PCO Data Security Failure

Failure of MacKay to maintain Payment Card Industry ("PCO") Data Security Standard Certification, defined as an information security standard of organizations that handle branded credit cards from the card schemes, shall result in damages of \$10,000 on the twenty-eighth (28th) calendar day following non-compliance ("first assessment"). The twenty-eighth (28th) calendar day following the first assessment and every twenty-eight (28) calendar days thereafter shall constitute a "subsequent assessment". On each additional twenty-eighth (28th) calendar day following the first assessment and any subsequent assessments, the City shall be entitled to liquidated damages of \$25,000 until the failure is cured. Damages during subsequent assessments shall be prorated by day.

Accuracy

The City will issue a written warning to MacKay if either Meter(s) fails to maintain 99% accuracy in the City's audit of daily revenue as a result of a design defect with either Meter(s). MacKay will cure each failure within seven (7) days after receipt of the warning. If any failure is not cured within seven (7) days, MacKay will be subject to damages of \$100 per day per failure of each Meter(s) until the failure is cured.

MacKay's obligation to provide the City with service credits as set forth above, is dependent on the City providing written notice to the MacKay stating why they did not meet the availability levels. Upon receipt of such notice, the MacKay has 30 calendar days to investigate and respond in writing to the City. At the end of the 30 calendar days, if it is determined that the MacKay did fail to meet the availability standard above, the City will receive the appropriate service credit during the next invoice cycle.



MACKAY METERS, INC.
TERMS AND CONDITIONS OF SERVICE
GATEWAY / HOSTING / NOTIFICATION SERVICE AGREEMENT

THIS AGREEMENT made this ____ day of _____, 20 ____ ("Effective Date")

BETWEEN:

MACKAY METERS, INC., a body corporate
(hereinafter called "MacKay")

OF THE ONE PART

-AND-

CITY OF SPOKANE, a _____ body
(hereinafter called "Client")

OF THE OTHER PART

1. DEFINITIONS

1. In this Agreement the following words and expressions shall, unless the context otherwise requires, have the following meanings:

- a) "Bank Charges" means the charges levied by the Merchant Acquiring Bank for Card Transactions and Refunds;
- b) "Bank System" means the banking system operated by any approved bank, financial institution or other body;
- c) "Card" means credit or debit cards;
- d) "Codes of Practice" means all codes of practice, rules of procedure, guidelines, directions, scheme rules and other requirements issued by the Bank System as may be specified from time to time as being applicable to the Services and the use thereof by the Client;
- e) "Confidential Information" means, in relation to either party, information (whether in written or electronic form) belonging or relating to that party, its business affairs or activities which is not in the public domain and which:
 - (i) either party has marked as confidential and proprietary; or
 - (ii) either party in writing has advised the other party is of a confidential nature;
- f) "Client Account Information" means the information provided by the Client of all the Client details including the Merchant Account information and/or requirements, such information to be provided to MacKay in a form to be agreed between the parties;
- g) "CVV, CVV2, CVC2 or PVV" means the security digits encoded on the Card, printed on the Card signature strip or appearing elsewhere on the Card;
- h) "Fees" means all fees as set out in Schedule A herein;
- i) "Intellectual Property" means all copyright, design rights, database rights, trade marks, trade names, Confidential Information, service marks, domain name rights, patents, know-how and all other intellectual property rights, whether registered, registerable or not and both present and future;
- j) "Merchant Account" means the merchant account facility agreed between the Client and the Merchant Acquiring Bank;
- k) "Merchant Acquiring Bank" means the bank with which the Client holds a Merchant Account;
- l) "Merchant ID" means the identity number associated with the Merchant Account as notified to the Client by the Merchant Acquiring Bank;
- m) "Offering" means the goods and/or services offered to the Service User by the Client from the Terminal for which payment is made using the PSP Service;
- n) "PSP Service(s)" means the processing of Card Transactions from Terminals making the Offering, such services to include but not be limited to: accepting authorization requests for Card Transactions from the Terminals; the authorization of Card payments via the Merchant Acquiring Bank; following authorization, passing an appropriate message back to the requesting Terminal and submitting the settlement file of authorized Card payments to the Merchant Acquiring Bank. PSP Services are provided in part by a third party, CreditCall Ltd. ("CreditCall"), subject to an agreement ("CreditCall Agreement") between MacKay Meters, Inc., and CreditCall. PSP Services may also be provided by MacKay using an alternative third party solution as MacKay shall, in its sole discretion, determine from time to time;
- o) "Public System" means the telecommunications system run by a public telecommunications operator or internet service provider which may be accessed by GSM Data, ISDN, IP, Mobitex, analogue line or other transmission type;
- p) "Refund" means a Transaction Amount that is refunded to the Service User by the Client via WebMIS;

- q) "Service User" means the purchaser of the Offering;
- r) "Services" means:
 - (i) the hosting of remote monitoring, reporting and remote alert notification services ("Hosted Services");
 - (ii) facilitating PSP Services for the Terminals;
 - (iii) telephone and email support during the initial set up of the Services during MacKay's normal business hours;
 - (iv) reasonable, ongoing technical support related to the Services during MacKay's normal business hours;
 - (v) data backups on MacKay's hosting server consistent with reasonable industry standards for a period of at least one year;
- s) "Terminal(s)" means MacKay's one-space, two-space and multi-space parking meter(s);
- t) "Terminal Live Date" means the date on which the Terminal starts transmitting Transactions to the PSP Service;
- u) "Track 2 Information" means the credit or debit card information held on the Card, typically on the computer chip or the magnetic stripe;
- v) "Transaction" means each individual payment authorization and/or settlement processed by the PSP Service;
- w) "Transaction Amount" means the amount charged by the Client to the Service User for the Offering;
- x) "WebMIS" means the CreditCall product which allows MacKay or the Client to access and manage their Transactions and Refunds via a CreditCall provided website.
- y) "WebMIS Login" means an access account for the CreditCall WebMIS service.

2. RESPONSIBILITIES OF MACKAY

1. MacKay will use all reasonable endeavors to provide and maintain the Services to the Client.
2. MacKay shall at its sole discretion, from time to time, improve, upgrade or alter the Services as it deems appropriate provided such changes do not materially change the nature of the Services. MacKay shall use all reasonable endeavors to inform the Client prior to the changes being made. Bug fixes and upgrades to the software forming part of the Hosted Services will be carried out automatically and at no charge to the Client.
3. MacKay acknowledges that it is responsible for the security of cardholder data which it possesses or otherwise stores, processes or transmits on behalf of the Client.

3. RESPONSIBILITIES OF THE CLIENT

1. The Client shall:
 - a) at all times throughout the duration of this Agreement ensure that all publicity, signage and/or promotional material issued by the Client in respect of or in connection with the Services complies in all respects with the Codes of Practice. The Client shall not in any publicity or other promotional activity state or imply any approval or endorsement by MacKay or CreditCall of any Offering in any way without the prior written approval of a duly authorized officer of MacKay or CreditCall, as the case may be;
 - b) ensure that before the Offering is made available to the public that all such rights, authorizations, licenses, exemptions, consents and permissions as may be necessary for the Offering have been obtained or granted and all such requirements of law or of any other competent authority or public body have been complied with as are necessary or prudent in connection with the provision of the PSP Service and shall at all times throughout the duration of this Agreement maintain in full force and effect all such rights, authorizations, licenses, consents and permissions and comply with all such requirements;
 - c) use best endeavors to provide to MacKay such assistance and/or information as MacKay may from time to time reasonably request in order to comply with all or any requirements and conditions at any time and from time to time imposed by any law or order of competent authority which are or may be applicable to or affect the Services;
 - d) undertake not to disconnect or interfere with the operation of the Services except where explicitly agreed in writing between the parties and to use its best endeavors to prevent such disconnection or interference by any third party;
 - e) report to MacKay any abuse or threatened abuse or loss of the Services or any factors affecting the performance of the Services as soon as practicable after the Client becomes aware of such abuse, loss or performance-affecting factors;

- f) acknowledge and ensure that for those Terminals providing PSP Services through CreditCall, CreditCall is and will be the supplier of payment service provision for the duration of this Agreement;
- g) ensure that only the sale of those services and/or products as agreed with MacKay and as documented in the Client Account Information will take place. MacKay reserves the right to treat any breach of this clause as a material breach for the purpose of this Agreement;
- h) purchase Terminal(s) that are appropriately configured to provide the Services;
- i) provide to MacKay in a timely fashion with the Client Account Information related to each Terminal or set of Terminals from which the PSP Service are to be provided and at least fifteen (15) working days prior to the Terminal Live Date;
- j) set up a Merchant Account with a Merchant Acquiring Bank, and be responsible to pay any and all set up and Bank Charges associated with the Merchant Account;
- k) RESERVED;
- l) obtain and maintain access to the internet using a current version of Google® Chrome or equivalent, at the Client's sole expense;
- m) be responsible for the Fees from the Terminal Live Date irrespective of the fact that MacKay is unable or prevented or hindered in providing the Services in any way as a result of Client's breach of its obligations as set out in this Agreement or its failure to maintain the Terminals or any other factors beyond the control of MacKay. Where any break in Services is due to a problem with MacKay's provision of the Services, the Client will not be liable for the Fees applicable to any such break in Services;
- n) in the event of a dispute over an invoice under Clause 4, supply MacKay with any information and/or documentation as MacKay should reasonably request, within 2 working days;
- o) not use the Services in any manner whatsoever which constitutes a violation of any law, regulation, ordinance or other enactment, or of any person's rights, which may cause MacKay or CreditCall to be subject to any investigation, prosecution or legal action. MacKay reserves the right to terminate this Agreement with immediate effect in the event that this Clause 3.1.(o) is subject to a breach by the Client;
- p) monitor the Transactions, Refunds and its Merchant Account using WebMIS.

4. PAYMENT & FINANCIAL PROVISIONS

1. The Fees payable for the Services are set out in Schedule A of this Agreement.
2. All Fees are payable in US dollars and are non-refundable.
3. MacKay shall issue invoices to Client for Services provided or to be provided. Terms are Net 30 days from invoice date. MacKay shall invoice Client and Client shall pay MacKay for Services in accordance with the prices, quantities and Services description as outlined in Schedule A. Client shall make payment in full to MacKay within thirty (30) days of invoice date.
4. MacKay shall be entitled to modify Fees and charges upon sixty (60) days written notice to Client.
5. If Fees are increased, Client will have thirty (30) days from the date of the notice to terminate this Agreement by notice in writing to MacKay.
6. MacKay reserves the right to charge and invoice the Client an additional development fee to cover costs in the event that the Merchant Acquiring Bank requires MacKay to complete an accreditation procedure.
7. Unless stated otherwise all Fees, charges and other payments to be made by the Client under this Agreement are exclusive of sales and use tax and any other applicable taxes. It is the Client's responsibility to identify and pay any taxes or charges applied by any statutory or public body in the country and/or state in which the Client carries on its business and the country and/or state in which the Offering is made.
8. All payments due to MacKay shall be paid in full without any set off, counterclaim, deduction or withholding of any kind.
9. MacKay reserves the right to suspend the Services where any amount is outstanding for Services after the invoice due date.
10. MacKay reserves the right to charge daily interest on any outstanding amounts, at a rate equal to 3% per annum above the Royal Bank of Canada base lending rate as current from time to time, whether before or after judgement, until the date actual payment is made.

5. SECURITY

1. For security purposes, and in keeping with existing Codes of Practice, the MacKay supplied Terminals:
 - a) do not store any Service User-identifying element of a Transaction, other than temporarily to process the Transaction with the PSP Service; this explicitly includes (but is not limited to) any Card numbers, CVV, CVV2, CVC2 or PVV information and any Track 2 Information derived from the chip or magnetic strip;
 - b) do not log any Service-User identifying element of a Transaction for any purpose at all including debugging or auditing and nor will any other record of a Transaction be held electronically or on paper; and
 - c) do encrypt or obscure the Card numbers either by masking all digits except the first 6 and last 4 numbers; using the last 4 digits only or by applying a secure one way hashing algorithm such as SHA-1.
2. Independent of and notwithstanding the above practices employed by the supplied Terminals, the Client shall:
 - a) not store any Service User-identifying element of a Transaction, other than temporarily to process the Transaction with the PSP Service; this explicitly includes (but is not limited to) any Card numbers, CVV, CVV2, CVC2 or PVV information and any Track 2 Information derived from the chip or magnetic strip;
 - b) not log any Service-User identifying element of a Transaction for any purpose at all including debugging or auditing and nor will any other record of a Transaction be held electronically or on paper; and
 - c) encrypt or obscure the Card numbers either by masking all digits except the first 6 and last 4 numbers; using the last 4 digits only or by applying a secure one way hashing algorithm such as SHA-1.

6. PRIVACY

1. Both parties shall at all times comply with any applicable privacy legislation, regulation, order or other enactment. Neither party may disclose personal information relating to any Service User to the other party save where the other party can demonstrate to the disclosing party's satisfaction that the Service User has consented to such disclosure or that such disclosure is otherwise in accordance with law.
2. Where any Service User's personal details are disclosed by one party to the other under Clause 6.1., above, the disclosing party shall not be liable for any loss caused, directly or indirectly to the receiving party, and/or any Service User by reason of any use, misuse or disclosure, made by the receiving party. The receiving party shall indemnify and hold the disclosing party harmless against any loss whatsoever, howsoever arising from any such use, misuse or disclosure, made by the receiving party of such information whether made negligently or otherwise.

7. PROPRIETARY RIGHTS

1. The Intellectual Property in the Services and PSP Services, underlying technology and any supporting documentation shall remain exclusively owned by MacKay and/or CreditCall, as the case may be. Nothing in this Agreement shall give the Client any right, title or interest in the Services or PSP Services, underlying technology or supporting documentation, save as expressly set out in this Agreement.
2. This Agreement shall not operate as an assignment to either party of any Intellectual Property right belonging, or licensed, to any other party and each party shall retain ownership of, or other interest in, any such Intellectual Property right to which they may be entitled.
3. Nothing in this Agreement shall entitle either party to use any other party's name, logo, trademark or Intellectual Property right in any way or any context whatsoever without the prior written consent of the other.
4. MacKay reserves the right to assign or sub-contract any of its rights or obligations under this Agreement.
5. Both parties will use their best endeavors to ensure that they do nothing that will bring disrepute to the other party's name or which will affect the other party's reputation.
6. MacKay reserves all rights not expressly granted.

8. CONFIDENTIALITY

1. Neither party shall without the prior consent of the other disclose, publish nor make use of, for its own or any purposes, any Confidential Information concerning the other which may come to its knowledge as a result of the discussions leading to this Agreement or anything done pursuant to it. This provision shall not apply:
 - a) to the disclosure or publication of any Confidential Information to any person having a legal right or duty to obtain or require such Confidential Information;
 - b) where such Confidential Information has been disclosed or published to the general public (other than as a result of a previous, unauthorized disclosure, publication, or use for its own purpose by either party);

- c) where the party received the Confidential Information from an independent third party who did not itself obtain it under an obligation of confidentiality;
 - d) where the Confidential Information is already known to the receiving party prior to the commencement of this Agreement (but, for the avoidance of doubt, this exception shall not apply to any Confidential Information which became known to that party during the course of any previous discussions, negotiations or relationship with the other party);
 - e) is developed by the receiving party at any time independently of the Confidential Information disclosed to it by the other party or by persons who have had no access to or knowledge of such information.
2. For the avoidance of doubt Clause 8.1 shall remain in full force and effect whilst this Agreement is in force and for a period of 2 years from the date of termination of this Agreement howsoever caused.
 3. The provisions set out in this Clause 8 are in addition to (and not in substitution for) all other confidentiality obligations agreed between the parties.

9. NO WARRANTY

1. MacKay makes no warranty or guarantee whatsoever, explicit or implicit, with regard to the quality, reliability or merchantability of the Services, and/or the PSP Services or the suitability of same for a particular purpose and without limiting the generality of the foregoing, MacKay does not warrant that the Services, the PSP Services, the Bank System or the Public System will be uninterrupted, error free or without delay.
2. Without limiting the generality of the foregoing, MacKay shall not be liable for any failure to provide or maintain the Services where such arises from a technical or other failure of the Public System, the Bank System or any product or service supplied by the Client or by a third party.
3. Without limiting the generality of the foregoing, the Client acknowledges that it has been made aware by MacKay of the types of theft and fraud which may occur and the Client further acknowledges and agrees that MacKay is not responsible in warranty or in contract for any repair, replacement or damages of any sort caused by fraud and/or theft or illegal means.

10. LIMITATION OF LIABILITY

1. MacKay will not be responsible for any loss the Client or anyone else suffers in any way related to or in connection with the Services or the PSP Services, regardless of cause. In no event will MacKay be liable for or obligated to pay damages of any kind, to any person, for loss of revenue, loss of profits, loss of business, loss of contracts, loss of goodwill, loss of data, loss of opportunity, damage to reputation or loss of anticipated savings, or any other damages or remedy, whether foreseeable or not, whether MacKay is advised of the possibility of any such losses or not, and whether or not sustained by the Client or any other person.
2. MacKay shall not be liable to the Client in respect of any breach of this Agreement caused by revocation or alteration of any license, permission or authorization governing the operation of the Services, the PSP Services, the Public System or the Bank System from time to time.
3. All risks in respect of authorization and/or settlement of Transactions and Refunds by the Bank System lie with the Client and/or the relevant financial institution, and neither MacKay nor CreditCall shall have any liability in respect thereof to the Client and/or the Service User except where a Transaction or Refund fails due to MacKay's or CreditCall's negligent act or omission in which case MacKay's and CreditCall's sole liability will be to reprocess the Transaction or Refund.
4. Neither MacKay nor CreditCall shall be liable for any costs associated with the acts or omissions of the Client or any third party.
5. In no circumstances will MacKay's liability to the Client hereunder exceed the sum of the Fees paid by the Client for Services for the 12 months preceding the date of any claim.
6. The Client acknowledges and agrees that neither MacKay nor CreditCall will have any liability in contract or in tort for:
 - a) the supply to the Service User of the Offering, invoices, receipts or any other information the Service User may require to use or otherwise take the benefit of the Offering;
 - b) the timeliness, standard, quality and/or suitability of the Offering;
 - c) or in respect of any charge, cancellation or dispute relating to the Offering.
7. The Client shall fully indemnify MacKay and/or CreditCall against any and all expenses, losses or damages resulting from claims or demands brought by a Service User against MacKay and/or CreditCall in respect of the Offering. MacKay shall as soon as reasonably possible give notice to the Client of any such action, proceeding, claim or demand and shall not settle or compromise any claim made by a Service User against MacKay without the prior written consent of the Client, which shall not be unreasonably withheld or delayed.

11. TERM, TERMINATION AND SUSPENSION

1. This Agreement will be in force for twelve (12) months from the Effective Date and will automatically be renewed for successive twelve (12) month periods unless the Client notifies MacKay in writing to the contrary at least fifteen (15) weeks before the expiration of the original term or any subsequent renewal, or unless this Agreement is otherwise terminated in accordance with the terms hereof.
2. Either party shall have the right at any time to immediately terminate this Agreement by giving notice to the other party if:
 - a) the other party commits a breach of this Agreement save that where the breach is capable of rectification this Agreement may not be terminated unless the other party fails to remedy the breach within ten (10) days of receipt of a written notice to do so; or
 - b) the other party commits any act of bankruptcy or act of insolvency; or
 - c) the other party proposes or accepts an arrangement with any one or more of its creditors or suffers a petition for winding up (otherwise than for reconstruction or amalgamation) or the appointment of a receiver or administrative receiver over all or any part of its assets; or
 - d) anything analogous to any of the foregoing occurs to the other party under the law of any jurisdiction.
3. MacKay may suspend Services immediately upon non-payment of any amount owing under this Agreement, as of the date such amount becomes due. MacKay may terminate this Agreement if payment is not made in full within ten (10) days of notice of non-payment.
4. MacKay may suspend or terminate PSP Services if the services provided by CreditCall are interrupted or terminated for any reason, and MacKay shall use best endeavors to notify Client in advance of such interruption or termination.
5. Termination of this Agreement shall be without prejudice to any rights that either party may have against the other under the terms of this Agreement which have accrued up to the date of termination.
6. Where this Agreement is terminated (howsoever caused) those provisions of this Agreement capable of surviving termination (including but not limited to Clauses 8, 9, and 10) shall continue in full force and effect.

12. WAIVER

1. No failure or delay by either party in exercising its rights under the Agreement shall be construed as a waiver or release from that right or create a precedent or in any way prejudice any party's rights under this Agreement.
2. Any waiver by either party of any provision of this Agreement shall be limited to the particular breach and shall not operate in any way in respect of any future breach.
3. The rights and remedies provided in this Agreement are cumulative and are additional to any rights or remedies provided by law.

13. GENERAL

1. The following provisions govern this Agreement:
 - a) Except for payment obligations, neither party will be liable for any failure or delay in performing any obligation under this Agreement that is due to causes beyond its reasonable control, including without limitation act of God, flood, lightning or fire, the act or omission of government, war, terrorism, riot or congestion or non-operation of the Public System or the Bank System. If these causes continue to prevent or delay performance for more than sixty (60) days, the affected party may terminate this Agreement, effective immediately upon notice to the other party.
 - b) The parties to this Agreement are independent entities. Nothing in this Agreement shall constitute any partnership between the parties or to create any relationship of agency between them and neither of the parties has authority to bind the other in any way, unless expressly stated.
 - c) The rights and obligations of the parties will bind and enure to the benefit of their respective successors, executors, administrators and permitted assigns. The Client may not assign or delegate its obligations under this Agreement without the prior written consent of MacKay. MacKay may assign its rights and obligations under this Agreement to a third party in connection with a merger, sale of all or substantially all of MacKay's assets or other corporate reorganization.
 - d) No modification or other change to this Agreement will be binding unless signed by a duly authorized officer of MacKay and a duly authorized officer of the Client.
 - e) This Agreement will be governed by and construed in accordance with laws of the Province of Nova Scotia. Both parties agree that any litigation or arbitration between the parties will take place in the Province of Nova Scotia.
 - f) Reference to any statute, license or other regulation includes a reference to that statute, license or regulation as re-enacted or amended from time to time.

- g) Where the context so admits words denoting the masculine gender shall include the feminine or the neuter and vice versa and words denoting the singular shall denote the plural and vice versa.
- h) The Clause headings are for the purpose of reference only and do not form part of this Agreement, nor do they affect the validity or enforceability of this Agreement.
- i) If any provision of this Agreement is found by a court or any other competent authority to be unenforceable for any reason, all other provisions of the Agreement not affected by such invalidity or unenforceability shall remain in full force and effect; and both parties will seek to agree to a valid and enforceable substitute provision that achieves to the greatest extent possible the economic, legal and commercial objective of the invalid or unenforceable provision.
- j) Except where this Agreement specifies "written notice" or as may otherwise be required by law, all notices under this Agreement shall be given by Internet electronic mail to MacKay at the email address specified below and to the Client at the email address specified in Schedule A. Where this Agreement specifies "written notice," the notifying party will send a written copy, in addition to notice by electronic mail, by any established receipted delivery service to MacKay at the address noted below, and to the Client at the address noted in Schedule A.

Mackay Meters, Inc.
 PO Box 338
 1342 Abercrombie Rd.
 New Glasgow, Nova Scotia
 Canada B2H 5E3
 Fax: (902) 752-5955
contract.support@mackaymeters.com

- k) This Agreement, including Schedule A, constitutes the entire agreement between MacKay and Client with regard to the Services, and replaces any previous agreement respecting the Services, and there are no other agreements, warranties, covenants or other obligations arising from any other document or communication between the parties.

BY SIGNING BELOW, CLIENT ACKNOWLEDGES THAT IT HAS READ AND UNDERSTOOD THE ABOVE TERMS AND CONDITIONS OF SERVICE, AND AGREES TO BE BOUND BY ALL SUCH TERMS AND CONDITIONS. THE UNDERSIGNED SIGNATORY WARRANTS, PERSONALLY AND ON BEHALF OF THE CLIENT, THAT THE UNDERSIGNED HAS AUTHORITY TO EXECUTE THIS AGREEMENT ON BEHALF OF THE CLIENT, AND THAT THE SIGNATURE OF THE UNDERSIGNED IS SUFFICIENT TO FULLY BIND THE CLIENT TO ALL OF THE TERMS AND CONDITIONS OF THIS AGREEMENT.

Client Name:	CITY OF SPOKANE	MACKAY METERS, INC.
Signature:	_____	Signature: _____
Print Name:	_____	Print Name: _____
Title:	_____	Title: _____
Date:	_____	Date: _____

Please sign 2 copies and return to MacKay Meters, Inc.
An executed copy will then be returned to you.

SCHEDULE A

Effective Date: _____

CLIENT'S INFORMATION

1. Client Name: _____ CITY OF SPOKANE _____

2. a) Billing Department Contact:

Name: _____

Telephone #: _____

Fax #: _____

Email: _____

b) Notification Contact:

Name: _____

Telephone #: _____

Fax #: _____

Email: _____

3. a) Billing Address: _____

b) Notification Address: _____

FEES PAYABLE FOR SERVICES

1. Client shall pay the following set up fees:

a) Merchant ID set up fee (including unlimited MacKay Terminals at time of Merchant ID set up and if applicable one WebMIS Login account):

\$295 per Merchant ID

(WebMIS Terms & Conditions can be found on the WebMIS website and are incorporated within this Agreement)

b) Terminal set up fee (only applies when added to an existing Merchant ID):

\$15 per MacKay Terminal

c) Additional WebMIS Login account fee (only applies when added to an existing WebMIS Login):

\$100 per account

2. Client shall pay additional fees for customized web page design or other additional development or customization work requests:

Quotes available on request

3. Client understands and acknowledges that any and all fees, charges or other expenses associated with credit card payments are the responsibility of the Client.

4. Client shall pay the following fees for Services:

	Quantity	Monthly Fee per Terminal*	Fee per Credit Card Transaction*
One-Space Parking Meter	46	\$6.00	\$0.00
Two-Space Parking Meter	278	\$10.00	\$0.00

* Fee includes communication costs of Terminals on the Public System.

Costs and Fees for Mackay Meters, Inc.

Item	Description	Price	Unit or Period
1. Hardware			
mkBeacon	New Single Space Parking Meter, EMV compliant, including dome and mechanism. MacKay offers EMV payment via Contactless payment. Quantity 1-799*	\$470.00	Each
	New Single Space Parking Meter, EMV compliant, including dome and mechanism. MacKay offers EMV payment via Contactless payment. Quantity 800 +*	\$460.00	Each
mkBeacon 2Bay	New Dual Space Parking Meter, EMV compliant, including dome and mechanism. MacKay offers EMV payment via Contactless payment. Quantity 1-499*	\$650.00	Each
	New Dual Space Parking Meter, EMV compliant, including dome and mechanism. MacKay offers EMV payment via Contactless payment. Quantity 500 -2499*	\$625.00	Each
	New Dual Space Parking Meter, EMV compliant, including dome and mechanism. MacKay offers EMV payment via Contactless payment. Quantity 2500 +*	\$605.00	Each
	* The following items are included		
	1) Credit Card Processing / PCI Gateway Fee (per transaction),		
	2) Back Office/Management System Fee (Sentinel and mkAnalytics)		
	3) Training		
	4) Download parameters to mkBeacon to set up rate structure, etc.		
	5) Decals (initial to go on newly purchased device)		
	6) New lock combination as well as a number of corresponding keys.		
	7) One mkBeacon 4 channel Lithium-Ion Battery Charger		
Near-Field Communication (NFC) Card Reader	MacKay offers EMV (Europay, Mastercard, and Visa) payment via contactless card reader payment. Can be added at anytime.	\$100.00	Each
MKH4500 Vault	New Iron Housing comes with a closed coin can and key	\$75.00	Each
Pole	Cost for a new pole which goes under the mkBeacon or mkBeacon 2Bay	\$75.00	Each
2. Software			
mkBeacon	Ongoing monthly fee for mkBeacon software (per device)	\$6.00	Each
mkBeacon 2Bay	Ongoing monthly fee for mkBeacon 2Bay software (per device)	\$10.00	Each
3. Warranty			
mkBeacon or mkBeacon 2Bay	1 Year Warranty (per device)	Included	Each
	2 Year Warranty (per device)	Included	Each
	3 Year Warranty (per device)	\$40.00	Each
	4 Year Warranty (per device)	\$80.00	Each
	5 Year Warranty (per device)	\$120.00	Each
4. Additional Costs			
Passport Payment Display	Fee to display Passport Pay by Phone payment transaction on mkBeacon or mkBeacon 2Bay	\$.10	Each
Installation	Install mkBeacon or mkBeacon 2Bay parking meter at an existing location. Installation is on pre-prepared locations. No civil work is included. Pole preparation is responsibility of the City. Removal, hauling and recycling of existing single space meters is the responsibility of the City.	\$25.00	Each
Development	Cost to develop and set-up new interfaces and reports	\$2,500.00	Each
System Integration	Cost to integrated with third party vendor (system)	\$3,000.00	Each
Field Work and Programming	Cost for one (1) technician to do field work and programming (8-5)	\$ 1,000.00	Day
Decals	Size and design determine cost (cost varies for each decal)	\$1-10	
5. Spare Parts or Items			
37MM0520100	mkBeacon - Rear Cover Assembly	\$74.95	Each
15MM0000000	mkBeacon MCB	\$189.95	Each
20GD0000025	Smart Chute Assembly	\$48.95	Each
30MM0000100	1x6 Front Panel Keypad w/ ribbon cable assembly	\$99.95	Each
30MM0000500	LCD Module - 128x64	\$34.95	Each
37MM0520300	mkBeacon Solar Top Cap Assembly	\$34.95	Each
15MM0520100	mkBeacon Cell Drawer Assembly	\$209.95	Each
15MM0520275	mkBeacon Card Reader Assembly	\$74.95	Each
30GD4000400	6XA-3.6V Lithium-Ion Rechargeable Battery Pack	\$29.95	Each
37MM0000500	mkBeacon Vault Saddle (MKH4000)	\$12.95	Each
50MM0510100	mkBeacon Lock Assembly	\$18.50	Each
UICCCREADER	Contactless Card Reader	\$100.00	Each
Medeco	MKH4000 Housing Electronic Lock (optional)	\$140.00	Each
70HH0001800	mkBeacon 4 channel Lithium-Ion Battery Charger	\$550.00	Each
37HS0520090	Extended Sealed Coin Can – “L” Series Lock – State Combination	\$26.50	Each
75CC0520000	Regular Collection Cart	\$995.00	Each
75CC0520040	Coin Can – Sealed Receptacle c/w Brass Inner Sleeve	\$359.75	Each
75CC0520038	Coin Can - Sealed Receptacle c/w Nylon Inner Sleeve	\$179.95	Each
75CC0000015	Coin Can – Regular Can	\$275.00	Each

6. Shipping

mkBeacon or mkBeacon 2Bay	Cost to ship each single or dual space meter	\$5.00	Each
Iron Housing	Cost to ship each iron housing	\$5.00	Each

**Agenda Sheet for City Council Meeting of:**

08/02/2021

Date Rec'd

7/20/2021

Clerk's File #

OPR 2021-0503

Renews #**Submitting Dept**DSC, CODE ENFORCEMENT &
PARKING SERVICES**Cross Ref #****Contact Name/Phone**

KRIS BECKER 625-6392

Project #**Contact E-Mail**

KBECKER@SPOKANECITY.ORG

Bid #

RFP 5207-19

Agenda Item Type

Contract Item

Requisition #

VB

Agenda Item NameCALE AMERICA INC. - PAID PARKING EQUIPMENT MULTIPLE SPACE PAY
STATIONS**Agenda Wording**

5-year contract with Cale America, Inc., dba Flowbird, for CWT Touch kiosks to replace existing 10 kiosks and current paid parking equipment located in and around downtown Spokane.

Summary (Background)

Initial contract with Cale America, Inc., dba Flowbird, is 5 years for service and support of CWT Touch kiosks to replace aging paid parking equipment in Spokane. Vendor was selected from RFP 5207-19 for a 3-phased approach, beginning with this initial purchase to replace existing equipment in the downtown core. Remaining equipment will be purchased over the next 3 years and installed as it is acquired.

Lease? NO

Grant related? NO

Public Works? YES

Fiscal Impact

Expense \$ 2,932,000.00

Select \$

Select \$

Select \$

Budget Account

5901-79221-94000-56401-99999

#

#

#

Approvals**Dept Head**

BECKER, KRIS

Division Director

BECKER, KRIS

Finance

ORLOB, KIMBERLY

Legal

ODLE, MARI

For the Mayor

ORMSBY, MICHAEL

Council Notifications**Study Session\Other**Urban Experience,
7/12/2021**Council Sponsor**

CM Karen Stratton

Distribution List

kbecker@spokanecity.org; jwest@spokanecity.org

jray@spokanecity.org; mwilliams@spokanecity.org

jlargent@spokanecity.org; korlob@spokanecity.org

Additional Approvals**Purchasing**

kerry.loomis@flowbird.group;

andreas.jansson@flowbird.group (signer)



City of Spokane

PUBLIC WORKS AGREEMENT

**Title: PAID PARKING EQUIPMENT
MULTIPLE SPACE PAY STATIONS**

This Agreement is made and entered into by and between the **CITY OF SPOKANE** as ("City"), a Washington municipal corporation, and **CALE AMERICA, INC.**, whose address is 13190 56th Court, Suite 401, Clearwater, Florida 33760 as ("Contractor"), individually hereafter referenced as a "party", and together as the "parties".

The parties agree as follows:

PERFORMANCE/SCOPE OF WORK. The Contractor will do all work, furnish all labor, materials, tools, construction equipment, transportation, supplies, supervision, organization and other items of work and costs necessary for the proper execution and completion of the work described in the specifications entitled *Paid Parking Equipment Multiple Space Pay Stations with Installation Option*, selected via RFP 5207-19, which is attached as Exhibit B, Contractor's Proposal RFP 5207-19 Paid Parking Equipment, attached as Exhibit C, Information System Security, attached as Exhibit D, Technical Compliance Response, attached as Exhibit E, Compliance Matrix, attached as Exhibit F, Contractor's Costs and Fees, attached as Exhibit G, and Contractor's Service Level Agreement, attached as Exhibit H. In the event of a discrepancy between the documents this City Contract controls.

1. **CONTRACT DOCUMENTS.** The Contract Documents are this Contract, the Contractor's completed bid proposal form, Contractor's Response to Request for Proposal, the contract provisions, contract plans, standard specifications, standard plans, addenda, various certifications and affidavits, supplemental agreements, change orders and subsurface boring logs (if any). These contract documents are on file in the Parking Services Department, and are incorporated into this Contract by reference as if they were set forth at length. In the event of a conflict, or to resolve an ambiguity or dispute, federal and state requirements supersede this Contract, and this Contract supersedes the other contract documents.

3. **TERM.** The term of this Contract begins on August 1, 2021, and ends on July 31, 2026, unless amended by written agreement or terminated earlier under the provisions.

4. **TERMINATION.** Either party may terminate this Contract by ten (10) days written notice to the other party. In the event of such termination, the City shall pay the Contractor for all work previously authorized and performed prior to the termination date.

5. **COMPENSATION/PAYMENT.**

- A. COMPENSATION. Total compensation for Contractor's services under this Contract shall be a maximum amount not to exceed **TWO MILLION NINE HUNDRED THIRTY-TWO THOUSAND AND NO/100 DOLLARS (\$2,932,000.00)**, including sales tax if applicable, unless modified by a written amendment to this Contract. This is the maximum amount to be paid under this Contract for the work described in Section 1 above, and shall not be exceeded without the prior written authorization of the City in the form of an executed amendment to this Contract.

If City chooses CWT Touch, Cale America, Inc. dba Flowbird, will provide credit in the amount of \$500 per kiosk for the 10 Strada machines currently in-use by the City for a total credit of \$5,000.00.

- B. PAYMENT. The Contractor will send its applications for payment to the Community and Economic Development Department, Third Floor, City Hall, 808 West Spokane Falls Boulevard, Spokane, Washington 99201. All invoices should include the Department Contract No. "OPR XXXX-XXXX" and an approved L & I Intent to Pay Prevailing Wage number. The final invoice should include an approved Affidavit of Wages Paid number. Payment will not be made without this documentation included on the invoice. **Payment will be made via direct deposit/ACH** within thirty (30) days after receipt of the Company's application except as provided by state law. Five percent (5%) of the Contract price may be retained by the City, in accord with RCW 60.28 for a minimum of forty five (45) days after final acceptance, as a trust fund for the protection and payment of: the claims of any person arising under the Contract; and the State with respect to taxes imposed pursuant to Titles 50, 51 and 82 RCW which may be due from the Contractor.

6. WAGES. Retainage, prevailing wage and bonds only applies to the portion of the contract that involves removal/install.

The Contractor and all subcontractors will submit a "Statement of Intent to Pay Prevailing Wages" certified by the industrial statistician of the Department of Labor and Industries, prior to any payments. The "Statement of Intent to Pay Prevailing Wages" shall include: (1) the Contractor's registration number; and (2) the prevailing wages under RCW 39.12.020 and the number of workers in each classification. Each voucher claim submitted by the Contractor for payment on a project estimate shall state that the prevailing wages have been paid in accordance with the "Statement(s) of Intent to Pay Prevailing Wages" on file with the City. Prior to the payment of funds held under RCW 60.28, the Contractor and subcontractors must submit an "Affidavit of Wages Paid" certified by the industrial statistician.

7. STATEMENT OF INTENT TO PAY PREVAILING WAGES TO BE POSTED. The Contractor and each subcontractor required to pay the prevailing rate of wages shall post in a location readily visible at the job site: (1) a copy of a "Statement of Intent to Pay Prevailing Wages" approved by the industrial statistician of the State Department of Labor and Industries; and (2) the address and telephone number of the industrial statistician of the Department of Labor and Industries where a complaint or inquiry concerning prevailing wages may be made.

8. BONDS. The Contractor may not commence work until it obtains all insurance, permits and bonds required by the contract documents and applicable law. This includes the

execution of a performance bond and a payment bond on the forms attached, each equal to one hundred percent (100%) of the contract price, and written by a corporate surety company licensed to do business in Washington State.

9. PUBLIC WORKS REQUIREMENTS. The Contractor and each subcontractor are required to fulfill the Department of Labor and Industries Public Works and Prevailing Wage Training Requirement under RCW 39.04.350. The contractor must verify responsibility criteria for each first tier subcontractor, and a subcontractor of any tier that hires other subcontractors must verify the responsibility criteria listed in RCW 39.04.350(1) for each of its subcontractors. Verification shall include that each subcontractor, at the time of subcontract execution, meets the responsibility criteria. This verification requirement, as well as responsibility criteria, must be included in every public works contract and subcontract of every tier.

10. INSURANCE. During the period of the Contract, the Contractor shall maintain in force at its own expense, each insurance noted below with companies or through sources approved by the State Insurance Commissioner pursuant to Title 48 RCW:

A. Worker's Compensation Insurance in compliance with RCW 51.12.020, which requires subject employers to provide workers' compensation coverage for all their subject workers and Employer's Liability Insurance in the amount of \$1,000,000;

B. General Liability Insurance on an occurrence basis, with a combined single limit of not less than \$1,000,000 each occurrence for bodily injury and property damage. It shall include contractual liability coverage for the indemnity provided under this Contract. It shall provide that the City, its officers and employees are additional insureds but only with respect to the Contractor's services to be provided under this Contract;

i. Acceptable supplementary Umbrella insurance coverage combined with Company's General Liability insurance policy must be a minimum of \$1,000,000, in order to meet the insurance coverage limits required in this Contract; and

C. Automobile Liability Insurance with a combined single limit, or the equivalent of not less than \$1,000,000 each accident for bodily injury and property damage, including coverage for owned, hired and non-owned vehicles; and

D. Property Insurance if materials and supplies are furnished by the Contractor. The amount of the insurance coverage shall be the value of the materials and supplies of the completed value of improvement. Hazard or XCU (explosion, collapse, underground) insurance should be provided if any hazard exists.

There shall be no cancellation, material change, reduction of limits or intent not to renew the insurance coverage(s) without thirty (30) days written notice from the Consultant or its insurer(s) to the City. As evidence of the insurance coverage(s) required by this Agreement, the Consultant shall furnish acceptable Certificates of Insurance (COI) to the City at the time it returns this signed Agreement. **The certificate shall specify the City of Spokane as "Additional Insured"** specifically for Contractor's services under this Agreement, as well as all of the parties who are additional insureds, and include applicable policy endorsements, the thirty (30) day cancellation clause, and the deduction or retention level. The Consultant

shall be financially responsible for all pertinent deductibles, self-insured retentions, and/or self-insurance.

11. INDEMNIFICATION. The Contractor shall defend, indemnify, and hold the City and its officers and employees harmless from all claims, demands, or suits at law or equity asserted by third parties for bodily injury (including death) and/or property damage which arise from the Contractor's negligence or willful misconduct under this Agreement, including attorneys' fees and litigation costs; provided that nothing herein shall require a Contractor to indemnify the City against and hold harmless the City from claims, demands or suits based solely upon the negligence of the City, its agents, officers, and employees. If a claim or suit is caused by or results from the concurrent negligence of the Contractor's agents or employees and the City, its agents, officers and employees, this indemnity provision shall be valid and enforceable to the extent of the negligence of the Contractor, its agents or employees. The Contractor specifically assumes liability and agrees to defend, indemnify, and hold the City harmless for actions brought by the Contractor's own employees against the City and, solely for the purpose of this indemnification and defense, the Contractor specifically waives any immunity under the Washington State industrial insurance law, or Title 51 RCW. The Contractor recognizes that this waiver was specifically entered into pursuant to the provisions of RCW 4.24.115 and was the subject of mutual negotiation. The indemnity and agreement to defend and hold the City harmless provided for in this section shall survive any termination or expiration of this agreement.

12. CONTRACTOR'S WARRANTY. The Contractor's warranty for all work, labor and materials shall be in accordance with the contract documents.

13. SUBCONTRACTOR RESPONSIBILITY.

A. The Contractor shall include the language of this section in each of its first tier subcontracts, and shall require each of its subcontractors to include the same language of this section in each of their subcontracts, adjusting only as necessary the terms used for the contracting parties. Upon request of the City, the Contractor shall promptly provide documentation to the City demonstrating that the subcontractor meets the subcontractor responsibility criteria below. The requirements of this section apply to all subcontractors regardless of tier.

B. At the time of subcontract execution, the Contractor shall verify that each of its first tier subcontractors meets the following bidder responsibility criteria:

1. Have a current certificate of registration in compliance with chapter 18.27 RCW, which must have been in effect at the time of subcontract bid submittal;
2. Have a current Washington Unified Business Identifier (UBI) number;
3. If applicable, have:
 - a. Have Industrial Insurance (workers' compensation) coverage for the subcontractor's employees working in Washington, as required in Title 51 RCW;
 - b. A Washington Employment Security Department number, as required in Title 50 RCW;

- c. A Washington Department of Revenue state excise tax registration number, as required in Title 82 RCW;
 - d. An electrical contractor license, if required by Chapter 19.28 RCW;
 - e. An elevator contractor license, if required by Chapter 70.87 RCW.
- 4. Not be disqualified from bidding on any public works contract under RCW 39.06.010 or 39.12.065 (3).

C. All Contractors and subcontractors are required to comply with the Spokane Municipal Code (SMC). In accordance with Article X, 7.06 SMC, Public Works Apprentice Program, for public works construction projects as defined in RCW 39.04.010 with an estimated cost of six hundred thousand dollars (\$600,000.00) or more, at least fifteen (15%) percent of the total contract labor project (all contractor and subcontractor hours) shall be performed by apprentices enrolled in a state-approved apprenticeship program.

- 1. The utilization percentage requirement of apprenticeship labor for public works construction contracts shall also apply to all subcontracts which value exceeds one hundred thousand dollars (\$100,000), provided there is a state-approved apprenticeship program for the trade for which a subcontract is issued (see, SMC 7.06.510).
- 2. Each subcontractor which this chapter applies is required to execute a form, provided by the city, acknowledging that the requirements of Article X 07.06 SMC are applicable to the labor hours for the project.
- 3. Each subcontractor is required to submit by the 15th of each month, a City of Spokane Statement of Apprentice/Journeyman Participation form for worked performed the previous month.

14. **NONDISCRIMINATION.** No individual shall be excluded from participation in, denied the benefit of, subjected to discrimination under, or denied employment in the administration of or in connection with this Contract because of age, sex, race, color, religion, creed, marital status, familial status, sexual orientation including gender expression or gender identity, national origin, honorably discharged veteran or military status, the presence of any sensory, mental or physical disability, or use of a service animal by a person with disabilities. The Contractor agrees to comply with, and to require that all subcontractors comply with, Section 504 of the Rehabilitation Act of 1973 and the Americans with Disabilities Act, as applicable to the Contractor.

15. EXECUTIVE ORDER 11246.

A. The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex or national origin. The Contractor will take affirmative action to insure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex or national origin. Such action shall include but not be limited to the following: employment upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places,

- available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this nondiscrimination clause.
- B. The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex or national origin.
 - C. The Contractor will send each labor union, or representative of workers with which it has a collective bargaining contract or other contract or understanding, a notice, to be provided by the agency contracting officer, advising the labor union or workers' representative of the Contractor's commitments under Section 202 of Executive Order No. 11246 of September 24, 1965, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
 - D. The Contractor will comply with all provisions of Executive Order No. 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
 - E. The Contractor will furnish all information and reports required by Executive Order No. 11246 of September 24, 1965, and by the rules, regulations and orders of the Secretary of Labor, or pursuant thereto, and will permit access to its books, records, and accounts by the contracting agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations and orders.
 - F. In the event of the Contractor's noncompliance with the nondiscrimination clauses of this Contract or with any of such rules, regulations or orders, this Contract may be canceled, terminated or suspended in whole or in part, and the Contractor may be declared ineligible for further government contracts in accordance with procedures authorized in Executive Order No. 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order No. 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
 - G. The Contractor will include the provisions of paragraphs A through G in every subcontract or purchase order unless exempted by rules, regulations or orders of the Secretary of Labor issued pursuant to Section 204 of Executive Order No. 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The Contractor will take such action with respect to any subcontract or purchase order as may be directed by the Secretary of Labor as a means of enforcing such provisions including sanctions for noncompliance: PROVIDED, HOWEVER, that in the event the Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as the result of such direction, the Contractor may request the United States to enter into such litigation to protect the interests of the United States.

16. DEBARMENT AND SUSPENSION. The Contractor has provided its certification that it is in compliance with and shall not contract with individuals or organizations which are debarred, suspended, or otherwise excluded from or ineligible from participation in Federal Assistance Programs under Executive Order 12549 and "Debarment and Suspension", codified at 29 CFR part 98.

17. LIQUIDATED DAMAGES. Liquidated damages shall be in accordance with the contract documents.

18. ASSIGNMENTS. The Contractor may not assign, transfer or sublet any part of the

work under this Contract, or assign any monies due, without the written approval of the City, except as may be required by law. In the event of assignment of accounts or monies due under this Contract, the Contractor specifically agrees to give immediate written notice to the City Administrator, no later than five (5) business days after the assignment.

19. ANTI-KICKBACK. No officer or employee of the City of Spokane, having the power or duty to perform an official act or action related to this Contract shall have or acquire any interest in the Contract, or have solicited, accepted or granted a present or future gift, favor, service or other thing of value from or to any person involved in the Contract.

20. COMPLIANCE WITH LAWS. Each party shall comply with all applicable federal, state, and local laws and regulations that are incorporated herein by reference.

21. DISPUTES. This Contract shall be performed under the laws of the State of Washington. Any litigation to enforce this Contract or any of its provisions shall be brought in Spokane County, Washington.

22. SEVERABILITY. In the event any provision of this Contract should become invalid, the rest of the Contract shall remain in full force and effect.

23. AUDIT / RECORDS. The Contractor and its subcontractors shall maintain for a minimum of three (3) years following final payment all records related to its performance of the Contract. The Contractor and its subcontractors shall provide access to authorized City representatives, at reasonable times and in a reasonable manner to inspect and copy any such record. In the event of conflict between this provision and related auditing provisions required under federal law applicable to the Contract, the federal law shall prevail.

24. BUSINESS REGISTRATION REQUIREMENT. Section 8.01.070 of the Spokane Municipal Code states that no person may engage in business with the City without first having obtained a valid annual business registration. The Contractor shall be responsible for contacting the State of Washington Business License Services at www.dor.wa.gov or 360-705-6741 to obtain a business registration. If the Contractor does not believe it is required to obtain a business registration, it may contact the City's Taxes and Licenses Division at (509) 625-6070 to request an exemption status determination.

25. CONSTRUAL. The Contractor acknowledges receipt of a copy of the contract documents and agrees to comply with them. The silence or omission in the contract documents concerning any detail required for the proper execution and completion of the work means that only the best general practice is to prevail and that only material and workmanship of the best quality are to be used. This Contract shall be construed neither in favor of nor against either party.

26. MODIFICATIONS. The City may modify this Contract and order changes in the work whenever necessary or advisable. The Contractor will accept modifications when ordered in writing by the Director of Engineering Services, and the Contract time and compensation will be adjusted accordingly.

27. INTEGRATION. This Contract, including any and all exhibits and schedules referred to herein or therein set forth the entire Agreement and understanding between the parties

pertaining to the subject matter and merges all prior agreements, negotiations and discussions between them on the same subject matter.

28. FORCE MAJEURE. Neither party shall be liable to the other for any failure or delay in performing its obligations hereunder, or for any loss or damage resulting therefrom, due to: (1) acts of God or public enemy, acts of government, riots, terrorism, fires, floods, strikes, lock outs, epidemics, act or failure to act by the other party, or unusually severe weather affecting City, Contractor or its subcontractors, or (2) causes beyond their reasonable control and which are not foreseeable (each a "Force Majeure Event"). In the event of any such Force Majeure Event, the date of delivery or performance shall be extended for a period equal to the time lost by reason of the delay.

29. KEY PERSONS. The Contractor shall not transfer or reassign any individual designated in this Contract as essential to the Work, nor shall those key persons, or employees of Contractor identified as to be involved in the Project Work be replaced, removed or withdrawn from the Work without the express written consent of the City, which shall not be unreasonably withheld. If any such individual leaves the Contractor's employment, the Contractor shall present to the City one or more individuals with greater or equal qualifications as a replacement, subject to the City's approval, which shall not be unreasonably withheld. The City's approval does not release the Contractor from its obligations under this Contract.

CALE AMERICA, INC.

CITY OF SPOKANE

By _____
Signature Date

By _____
Signature Date

Type or Print Name

Type or Print Name

Title

Title

Attest:

Approved as to form:

City Clerk

Assistant City Attorney

Attachments that are part of this Contract:

Payment Bond

Performance Bond

Exhibit A - Certification Regarding Debarment

Exhibit B – RFP 5207-19

Exhibit C – Contractor's Proposal RFP 5207-19 Paid Parking Equipment

Exhibit D – Information System Security

Exhibit E – Technical Compliance Response

Exhibit F – Compliance Matrix

Exhibit G – Contractor's Costs and Fees
Exhibit H - Service Level Agreement

21-094

PAYMENT BOND

We, **CALE AMERICA, INC.**, as principal, and _____, as surety, are held and firmly bound to the City of Spokane, Washington, in the sum of **ONE HUNDRED FIFTEEN THOUSAND AND NO/100 DOLLARS (\$115,000.00)**, for the payment of which, we bind ourselves and our legal representatives and successors, jointly and severally by this document.

The principal has entered into a contract with the City of Spokane, Washington, to do all work and furnish all materials for the **Paid Parking Equipment Multiple Space Pay Stations with Installation Option**. If the principal shall:

- A. pay all laborers, mechanics, subcontractors, material suppliers and all person(s) who shall supply such person or subcontractors; and pay all taxes and contributions, increases and penalties as authorized by law; and
- B. comply with all applicable federal, state and local laws and regulations;

then this obligation shall be null and void; otherwise it shall remain in full force and effect.

The Surety for value received agrees that no change, extension of time, alteration or addition to the terms of the Contract, the specifications accompanying the Contract, or to the work to be performed under the Contract shall in any way affect its obligation on this bond, except as provided herein, and waives notice of any change, extension of time, alteration or addition to the terms of the Contract or the work performed. The Surety agrees that modifications and changes to the terms and conditions of the Contract that increase the total amount to be paid the Principal shall automatically increase the obligation of the Surety on this bond and notice to Surety is not required for such increased obligation. Any judgment obtained against the City, which relates to or is covered by the contract or this bond, shall be conclusive against the principal and the surety, as to the amount of damages, and their liability, if reasonable notice of the suit has been given.

SIGNED AND SEALED on _____.

CALE AMERICA, INC.,

AS PRINCIPAL

By: _____
Title: _____

_____,
AS SURETY

A valid POWER OF ATTORNEY
for the Surety's agent must
accompany this bond.

By: _____
Its Attorney in Fact

[illegible]

I certify that I know or have satisfactory evidence that _____
 _____ signed this document; on oath stated that he/she was
 authorized to sign the document and acknowledged it as the agent or representative of the
 named surety company which is authorized to do business in the State of Washington, for
 the uses and purposes therein mentioned.

DATED: _____

Signature of Notary Public

My appointment expires _____

PERFORMANCE BOND

We, **CALE AMERICA, INC.**, as principal, and _____, as Surety, are held and firmly bound to the City of Spokane, Washington, in the sum of **ONE HUNDRED FIFTEEN THOUSAND AND NO/100 DOLLARS (\$115,000.00)**, for the payment of which, we bind ourselves and our legal representatives and successors, jointly and severally by this document.

The principal has entered into a Contract with the City of Spokane, Washington, to do all the work and furnish all materials for the **Paid Parking Equipment Multiple Space Pay Stations with Installation Option**. If the principal shall:

- A. promptly and faithfully perform the Contract, and any contractual guaranty and indemnify and hold harmless the City from all loss, damage or claim which may result from any act or omission of the principal, its agents, employees, or subcontractors; and
- B. comply with all applicable federal, state and local laws and regulations;

then this obligation shall be null and void; otherwise it shall remain in full force and effect.

The Surety for value received agrees that no change, extension of time, alteration or addition to the terms of the Contract, the specifications accompanying the Contract, or to the work to be performed under the Contract shall in any way affect its obligation on this bond, except as provided herein, and waives notice of any change, extension of time, alteration or addition to the terms of the Contract or the work performed. The Surety agrees that modifications and changes to the terms and conditions of the Contract that increase the total amount to be paid the Principal shall automatically increase the obligation of the Surety on this bond and notice to Surety is not required for such increased obligation. Any judgment obtained against the City, which relates to or is covered by the Contract or this bond, shall be conclusive against the principal and the Surety, not only as to the amount of damages, but also as to their liability, if reasonable notice of the suit has been given.

SIGNED AND SEALED on _____

CALE AMERICA, INC., ,

AS PRINCIPAL

By: _____
Title: _____

_____,
AS SURETY

A valid POWER OF ATTORNEY
for the Surety's agent must
accompany this bond.

By: _____
Its Attorney in Fact

STATE OF WASHINGTON)
) ss.
County of _____)

I certify that I know or have satisfactory evidence that _____
_____ signed this document; on oath stated that
he/she was authorized to sign the document and acknowledged it as the agent or representative of
the named Surety Company which is authorized to do business in the State of Washington, for the
uses and purposes mentioned in this document.

DATED on _____.

Signature of Notary

My appointment expires _____

EXHIBIT B
CERTIFICATION REGARDING DEBARMENT, SUSPENSION,
INELIGIBILITY AND VOLUNTARY EXCLUSION

1. The undersigned (i.e., signatory for the Subrecipient / Contractor / Consultant) certifies, to the best of its knowledge and belief, that it and its principals:
 - a. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal department or agency;
 - b. Have not within a three-year period preceding this contract been convicted or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or contract under a public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, receiving stolen property, making false claims, or obstruction of justice;
 - c. Are not presently indicted or otherwise criminally or civilly charged by a government entity (federal, state, or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and,
 - d. Have not within a three-year period preceding this contract had one or more public transactions (federal, state, or local) terminated for cause or default.
2. The undersigned agrees by signing this contract that it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction.
3. The undersigned further agrees by signing this contract that it will include the following clause, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions:

Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – Lower Tier Covered Transactions

1. The lower tier contractor certified, by signing this contract that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency.
 2. Where the lower tier contractor is unable to certify to any of the statements in this contract, such contractor shall attach an explanation to this contract.
4. I understand that a false statement of this certification may be grounds for termination of the contract.

<hr/> Name of Subrecipient / Contractor / Consultant (Type or Print)	<hr/> Program Title (Type or Print)
<hr/> Name of Certifying Official (Type or Print)	<hr/> Signature
<hr/> Title of Certifying Official (Type or Print)	<hr/> Date (Type or Print)

EXHIBIT C

EXHIBIT D

EXHIBIT E

EXHIBIT F

EXHIBIT G

EXHIBIT H



**FLOWBIRD RESPONSE TO THE CITY OF SPOKANE
REQUEST FOR PROPOSAL - PAID PARKING EQUIPMENT
RFP #5207-19**

DUE DATE DECEMBER 23, 2019



FLOWBIRD GROUP

40 Twosome Drive, Ste 7, Moorestown, NJ 08057 • 856-234-8000
13190 56th Court, Suite 401, Clearwater, FL 33760 • 813-405-3900

Authorized Contact Person

Kerry Loomis
470-591-6974
kerry.loomis@flowbird.group



Letter of Submittal

December 23, 2019



Connie Wahl
City of Spokane - Purchasing
4TH Floor, City Hall
808 W. Spokane Falls Blvd.
Spokane WA 99201-3316

Subject: Request for Proposals – Paid Parking Equipment

Dear Ms. Wahl:

Parkeon, Inc. dba Flowbird, a corporation incorporated in the State of Delaware, is pleased to provide a proposal to the City of Spokane for a new paid parking system. We are proud to have been a parking solutions supplier to the City for the past 6 years through our Strada Pay Stations and we look forward to working with your team on this exciting new project.

In January 2018, Parkeon merged with Cale to become Flowbird. Together we have a combined **100 years of experience** specializing in parking payment technologies. Our merger allows us to utilize our combined experience and resources to deliver innovative urban mobility solutions that substantially contribute to **Smart City initiatives** worldwide. Flowbird has vast experience integrating parking and transit systems, allowing cities to build and design the solution that best meets their needs.

There are several reasons why cities choose Flowbird over other vendors including:

- Unsurpassed experience
- Proven technology
- Future proof system

Unsurpassed Experience

No other company has the experience designing, building, deploying, and supporting parking payment solutions than Flowbird. Our client portfolio includes the largest parking organizations in the world including iconic US cities like Boston, Chicago, Detroit, Miami, New York, and Las Vegas and internationally renowned cities such as Amsterdam, Milan, and Paris.

Globally, we have **over 320,000 pay stations installed**, including over 40,000 in the United States. Locally in the State of Washington, we support over 750 pay stations for a wide variety of clients including the City of Spokane, Spokane Parks and Rec, Spokane Falls Community College, City of Tacoma, City of Vancouver, Community Transit, Washington State Parks, and Washington State University.

Proven Technology

While we pride ourselves on providing dynamic, customer friendly pay stations, connected to a flexible back-office system, there is no doubt that reliability is a strong factor when cities choose a pay station vendor. Flowbird has proven time and again in competitive trials to go above and beyond the competition when it comes to consistent performance.

FLORIDA OFFICE
13190 56th Court
Clearwater, FL 33760
813-405-3900

NEW JERSEY OFFICE
40 Twosome Drive, Ste 7
Moorestown, NJ 08057
856-234-8000

www.flowbird.group



Future Proof System

Flowbird systems are built to be **scalable** and our equipment is designed to be **upgradable**. Our goal is to provide you with a system that always meets or exceeds the latest technology standards by providing an upgrade path for critical components such as the user interface, card payments, and cellular communications. Many of our clients have been successful upgrading their equipment for minimal cost instead of procuring brand new systems, saving them hundreds of thousands of dollars.

A good example of this philosophy was demonstrated with the City of Vancouver, WA. We were able to upgrade their 10-year-old pay stations with full color displays and updated main boards to keep them running like new! We are very strong at managing end of life cycles to avoid customers having to invest in a new system. **Flowbird wisely invests substantially in our Research & Development (over \$25 million per year)** to keep our clients ahead of the technological curve.

System Flexibility and Proven Integration Partners

For this project, we have selected CivicSmart as our preferred partner. As the prime contractor, Flowbird will be responsible for system integration and overall program management. Our goal is to meet and exceed the City's goals and requirements.

Our proposal includes the following key components:

- **Flowbird Pay Stations – your choice of our CWT Touch Pay Station or the Strada Pay Station**
- **CivicSmart Liberty Single/Dual space parking meters**
- **CivicSmart vehicle detection sensors (optional)**
- **Flowbird mobile payment solution (optional)**
- **Secure, cloud hosted data management suite**
- **Strong customer service and onsite support**

Your Flowbird Contact

Kerry Loomis will be your main contact throughout this procurement and during the contract period, should we be fortunate to be the preferred vendor. Kerry has been in the parking industry for over 10 years, and brings both operational and systems implementation experience to the project. Kerry's contact information is as follows:

Kerry Loomis – Director of Business Development
Cell Phone: 470-591-6974 Email: kerry.loomis@flowbird.group

We will manage this project out of our Moorestown, NJ office and provide on-site support through our technicians across the country including one technician located in the Portland/Vancouver area.

FLORIDA OFFICE
13190 56th Court
Clearwater, FL 33760
813-405-3900

NEW JERSEY OFFICE
40 Twosome Drive, Ste 7
Moorestown, NJ 08057
856-234-8000

www.flowbird.group



A Long Term Partner For The City of Spokane

We look forward to the opportunity to expand with the City of Spokane in providing solutions that are easily understood by the public while providing integrated management tools to improve overall parking management. Our goal is to not only be a parking supplier to the City, but we also strive to be a long term partner that can help guide the City with best practices and added value support.

As an officer of the company, I am authorized to contract with the City should we be selected. Please feel free to reach out to us if you have any questions on our proposal. We are excited about this new project and we look forward to working with your team. Flowbird will comply with all terms and conditions set forth in the Request for Proposals.

Sincerely,

A handwritten signature in blue ink, consisting of a series of loops and a long horizontal stroke extending to the right.

Benoit Reliquet
President, Flowbird North America
856-234-8000
benoit.reliquet@flowbird.group



BUSINESS LICENSE

STATE OF
WASHINGTON
Profit Corporation

PARKEON, INC.
40 TWOSOME DR STE 7
MOORESTOWN, NJ 08057-1369

UNEMPLOYMENT INSURANCE - ACTIVE

TAX REGISTRATION - ACTIVE

Issue Date: Oct 18, 2019
Unified Business ID #: 602424865
Business ID #: 001
Location: 0001
Expires: Oct 31, 2020

CITY ENDORSEMENTS:

PORT ORCHARD GENERAL BUSINESS #B010271 - ACTIVE
SPOKANE GENERAL BUSINESS - NON-RESIDENT #T12096189BUS - ACTIVE

This document lists the registrations, endorsements, and licenses authorized for the business named above. By accepting this document, the licensee certifies the information on the application was complete, true, and accurate to the best of his or her knowledge, and that business will be conducted in compliance with all applicable Washington state, county, and city regulations.

Director, Department of Revenue



Technical Section

Project Approach

Flowbird's overall project approach is to provide one main project manager/point of contact that manages the project. This project manager is surrounded by a strong support system providing the City with a high attention level concerning all aspects of the project – quality control, project control, and document control.

We have a specific dedication to helping our clients use our products and services to meet Smart City initiatives. To achieve our goals, we continue to enhance our solutions year after year. We do that by getting feedback from our customers and assigning resources to putting that feedback into real applications.

Work Plan

Through years of experience and through many parking and transit system implementations, Flowbird has streamlined the work plan for paid parking deployments. We quickly engage with your team post award and start the process of machine delivery, software configuration, and back-office/credit card setup.

Flowbird has a unique capability to deliver in a timely fashion because we have high levels of manufacturing capacity and we work closely with our clients and service partners to ensure that everyone's expectations are understood.

Upon receipt of a notification to proceed, Flowbird will follow detailed steps to ensure that we are engaged with your team and deliver what is expected. In this document you will find a sample implementation schedule with key milestones included.

Quality/Assurance

As manufacturer and supplier of the pay stations, Flowbird can control the quality of our products from factory to installation. You can feel secure in knowing that Flowbird is ISO Certified. In part, this means that we need to have a high level of quality control concerning our manufacturing processes validated by third party audits. This quality control moves from our factory into the testing and installation phase of our projects as well. Our technicians are well trained in our products and know the ins and outs of testing, troubleshooting, installation, and after sales support. Additionally, we select 3rd party technology carefully when implementing complete systems.

Project/Control

To control our projects, a project manager is assigned either at Flowbird. This project manager is responsible for working with City and Flowbird staff members to ensure on-time delivery of machines, correct software programming, coordination of installation schedules, management of subcontractors, cooperation with technical partners, training of City staff, and public awareness of the deployment (if needed).

Document/Control

The project manager works with the City to provide all necessary forms to initiate the project. These include hardware customization forms, software creation forms (rate structures, languages, user types) and credit card banking forms (used to connect the machines to the correct merchant bank processor). The project manager also ensures that we provide all manuals associated with the equipment and the software. The project manager works closely with our Sales Administration team to ensure that machines are ordered on time and in the right configuration. Once the project is successfully implemented, the Sales Admin handles all spare parts orders through our RMA process.

Key Areas of Responsibility

During Project Implementation the key areas of responsibility will be:

Project Management – Project Manager reports directly to Flowbird’s Director of Project Management and Solutions Delivery. The Project Manager will be the main point of contact for the City.

Sales Administration – Sales Administration Manager reports directly to Flowbird’s Chief Financial Officer

Customization – Software Customization Specialist reports to our Customization Manager

Back-Office Setup and Integrations Management – Our back-office Project Manager reports directly to Flowbird’s COO.

Installation and Training – Field Project Engineer reports directly to Flowbird’s Customer Field Service Manager.

Public Awareness and Partnership Management – VP of Marketing and Communications reports directly to Flowbird’s President.

If problems or changes occur during the Project Implementation Phase, Flowbird is well prepared to respond quickly. In fact, we anticipate that there will be changes made during the Implementation Phase such as software changes or schedule changes. This is normal when implementing medium to large scale systems.

We have assembled a very strong team that has years and years of experience managing similar projects. Our team members are trained on what to do and when to escalate. Management team members for Flowbird in the US have also been involved in many similar projects over many years. The team takes swift decisive action when issues are escalated. Our US team is backed up by a group of 1,300 people working around the world (with offices in 8 countries). This group supports Flowbird offices worldwide and includes the Build team, Engineering team, R&D team, Customer Support team, and Marketing team. Following the Implementation Phase of the project, the key areas of responsibility shift to Flowbird's Customer Support Team. The Customer Support Team reports to Flowbird's Customer Service Manager.

Equipment Installation

Flowbird will work together with the City to determine the best locations for parking equipment throughout the City. The Flowbird team together with our selected partners, will install all equipment. It is assumed that all multi-space meter locations have a minimum of 3" deep concrete for wedge anchor installation. Otherwise a concrete pad must be poured. Flowbird can provide a quote for concrete services if necessary.

Maintenance & Support

Flowbird's service team provides support for over 600 clients across the United States. Many of our clients have utilized Flowbird solutions for over a decade, demonstrating the reliability of our equipment, the flexibility of our system and the dedication of our support team. Our help desk is available 24/7 including weekends. We strive to provide fast resolution to problems over the phone to keep your parking system collecting revenue.

Flowbird understands the scope of service required in the RFP. Based on the requirements, we assume that the City will provide Level 1 service as follows:

Level I – Day to day operations of the system including:

- Monitoring the system for alarms/alerts through Flowbird's back-office suite
- Configuration changes (e.g. rate changes and policy changes). Note that the City may also contact Flowbird to modify configurations. A quotation will be provided for these services.
- Cash collections

- Technical Services as follows:
 1. Open Pay Station/meter 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/meter 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 Flowbird's Pay Stations have successfully completed the full training program provided by Flowbird and maintain the certification level of all staff who service the Pay Stations/meters or operate the 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, network, and infrastructure services necessary to maintain the proper functioning of the back-office system.
 9. Provide all information required to open a support request with Flowbird Level II Service and be available to work with the Flowbird support resource assigned to the support request.
 10. Complete the recommended preventative maintenance process to maximize useful life of the parts within the Pay Station/meter.

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 Flowbird as needed for Level II On-Site Operation.
14. Maintain a log of all parts replacements which will be made available to Flowbird upon demand.
15. Archive data and historical analysis for data older than 90 days.

Flowbird will perform the following services based on our understanding of the RFP requirements.

Level II – Flowbird Helpdesk. If City staff need assistance on hardware or software, your team can contact the Flowbird Helpdesk. The Flowbird Helpdesk team has live remote access to equipment in the field which helps us provide expert service. We provide the following services at no additional charge:

- Phone and email support by experienced Flowbird support staff
- Assistance with back-office management system questions such as report generation, system monitoring questions, configuration change questions, credit card reconciliation support
- Live troubleshooting of hardware issues. Our staff will walk you through recommended maintenance techniques and provide instruction on what functions to perform to get the equipment back up and running. Over 98% of the time we are able to provide a solution to the client's problem without needing to escalate to Level 3.

The Flowbird Helpdesk will also connect your team with our Sales Administration department for parts orders (either new parts or parts under warranty) and our Software Configuration department if software changes need to be made.

Expectations of Customer Staff

During project setup, our project manager will collect specific information from your team including: parking locations, rates, policies, credit card banking information, details on any 3rd party integrations that need to take place, etc.

We will also work together with your staff on public outreach. This is critical to the success of the project and we recommend that the City dedicate a resource to connect to the local community to explain the benefits of the new parking system.

Hardware Warranty

Below are the terms and conditions for Flowbird's hardware warranty:

This warranty will be valid from the date of the initial machine delivery and extend for a period of 1 year. When used in accordance with our manufacturer recommendations, every Flowbird Pay Station is warranted to be free from defects in workmanship and materials. Our liability in this respect is limited to your net purchase price, after any discounts, of any component proved defective, or, at our option, to the repair or replacement of such component upon its return to us, transportation charges pre-paid.

Replacement parts will be shipped upon receipt of the faulty part. Should time-in-service be a critical issue, we strongly suggest [the client] pre-purchase a replacement parts service contract. The defective part can be replaced from the client stock and Flowbird will replenish the client stock upon receipt of the defective part.

This warranty does not include "wear and usage items" such as paper, batteries, etc.

Labor is not covered under this hardware warranty. [The client] will perform the actual part removal and replacement at the Pay Station. Flowbird can perform on-site support under a separate service agreement, or on a case-by-case basis at our then published on-site service cost.

Any repair of damage resulting from acts of vandalism, accident (vehicle impact), failure in the electricity supply, operator error, (e.g. but not limited to: no ticket stock, no coin box fitted, wrong time/date) or the use of non-approved ticket stock on the Pay Station, or rust attack, is not covered under this agreement. Flowbird will provide estimates of this repair cost upon receipt of a written request by from [the client]. The terms "vandalism" or "vandalized" shall mean any willful damage caused to the Pay Station (break-ins etc.), which affects the appearance or operation of the Pay Station or interferes with the normal use of the Pay Station.

Alterations made to the equipment by the client may be may result in this warranty being voided in its entirety. Flowbird makes the final determination of the extent of any warranty impact due to the modification of the equipment by the client.

Software Warranty

The back-office system is web based and will update automatically as new versions come available.

Implementation Schedule

On the following page is a sample project schedule outlining the major milestones and estimated dates. We are able to customize a schedule to meet the needs of the City and its parking operation.

Sample Project Implementation Timelines

The below schedule is based on an initial implementation covering 800 parking spaces with notice to proceed occurring at the end of Q1 2020.

Actual project implementation schedule will be delivered once contract is awarded.

Notice to proceed	March 30, 2020
Project Initiation <ul style="list-style-type: none"> - Kickoff meeting scheduled - Software configuration confirmed - Fee structure and enforcement rules defined - Pay Station/Meter locations determined - Timeline confirmed - Marketing Plan defined - Schedule roll out and training with identified key operational team members 	April 2 through April 15, 2020
Software build and internal testing <ul style="list-style-type: none"> - Pay Station software - Meter software - Banking setup - Integration setup - Back-Office Reporting Setup 	April 16 through May 7, 2020
Pre-Installation Marketing Plan Executed <ul style="list-style-type: none"> - Flyers designed by Flowbird and printed by City staff - Press release drafted and sent to media by City staff - Social media and website updates by City staff 	May 4 through May 25, 2020
Delivery of equipment to customer site	May 26, 2020
System implementation and training <ul style="list-style-type: none"> - Installation and operational test - Press release submitted to media - Client Level 1 support training - Back office training 	May 27 through June 12, 2020

DELIVERABLES

Flowbird is proposing an integrated parking payment solution including multi-space parking meters, smart single/dual space parking meters, and a powerful back-office management suite. We have partnered with CivicSmart for this procurement who will be our subcontractor for the single/dual space parking meters. Below are the roles each company will play and what we are delivering to the City.



Flowbird Responsibilities:

- Prime Contractor
- Integrator
- Multi-Space Meters
- On-site Maintenance as needed



CivicSmart Responsibilities:

- Single/Dual Space Meters
- Sensors (if needed)

System Integration

Flowbird utilizes an open platform that allows for integrations with 3rd party parking technologies. We have performed integrations for over 200 projects across the country is already integrated with the City's current suppliers – Passport (we have integrated our solution for over 60 Passport clients), Genetec, CivicSmart and Duncan.

We have also integrated with other leading companies in the industry such as Parkmobile, Pay by Phone, Cardinal, Data Ticket, Complus, Gtechna, T2 Systems, United Public Safety and Vigilant. This future proofs your system and eliminates the need to do costly integration projects should the City change or add technologies within its mobility eco-system.

Additionally, we have integrated with all of the major credit card processors including Chase Paymentech, Elavon, First Data, and TSYS.



FUNCTIONALITY

On the following pages, please find overviews of each component of our proposed solution. Pertaining specifically to the parking pay stations, please note that we are proposing multiple options for the City to choose the best user interface combined with the device that best fits into your budget. In our proposal we have provided specifications for both product lines – the CWT and the Strada. The City currently has 10 Strada Pay Stations. Should the City choose the CWT line, we will buy back the Stradas at a price listed in our price proposal. This will provide consistency through the parking system.



CWT Touch



Strada with monochrome display



Strada with color display



Flowbird has teamed up with CivicSmart to deliver the **Liberty single/dual space meter** for this project. We work with CivicSmart in other areas of the country where we have installed Liberty meters in specific locations where the parking layout calls for a single or dual space meter instead of a multi-space pay station. We are happy to provide recommendations on meter and pay station placement.

Strada Pay Station System and Smartfolio Overview

Physical Security and Lock

The Strada is manufactured using heavy grade steel, with the collection vault door constructed of additional steel plates. The Strada's housing has internal hinges with anti-wrenching elements. There is no hinge attack point, or pins to cut or pry off the machine.

Like other sophisticated devices where security and corrosion are a concern, our advanced use of a variety of materials reduces weight, enhances weather resistance, and reduces vandalism from strikes and graffiti, thus providing greater overall durability.

All external painted surfaces feature an epoxy powder-coat paint that is coated in a liquid polyurethane varnish with anti-UV and anti-graffiti/poster glue properties. The coating process consists of Cataphoresis, Adhesive powder, powder paint and powder varnish. This process offers resistance to corrosion according to Norm NFX 41-002 (resistance to salt spray and saline fog) and specified at 1,200 hours with REO. In addition, the unit conforms to Norm IEC 68-2-11 (saline fog). Testing to validate compliance has been carried out in a CESI approved laboratory. The seals on the unit meet an IP33 protection level, based on the European norm, EN 60529.

The 4-point locking system ensures that only the appropriate personnel have access to the maintenance area. The collection area is separate from the maintenance area and its own locking system.

Door alarms are integrated into the Strada so that an alert is triggered in the back-office when the maintenance or collection doors are open. The Strada also has an integrated shock detection sensor and an optional tilt alarm. Both communicate alerts to the back-office if an abnormal vibration event occurs (e.g. there is an attempt to pull the Strada from the ground).

Display Screen

The Strada offers two display options – a 4" x 2.75" monochrome display and a 7" full color display screen. All displays are graphical, allowing for the display of various messaging/fonts as well as logos. The proposed 7" color display allows for the display of animations and GIFs to help the end user quickly make their transaction. There is enough space on either display to incorporate 6 lines of messaging (the 7" display can incorporate additional lines). The display



walks the user through the transaction step by step minimizing or eliminating the need for instructional decal.

Rates are viewable on the display and they can be remotely updated, along with coinciding messages, from the back-office system.

The displays are backlit and can be easily read under various daytime and nighttime lighting conditions.

The displays are recessed and protected by a polycarbonate window. This window is transparent has near optical quality to ensure clear display and panel visibility without distortion or iridescence. The polycarbonate window is specified to stand up to UV radiation.

A optional motion activated light bar can be added below the solar panel to provide lighting during night and low light day periods.



Strada with color display



An example transaction flow specific to a Pay by Plate deployment can be found on the following page. Note that In Pay by Plate mode, the pay stations are typically separated into zones according to their rate structure. On the Strada, users can start and extend payments on any Strada within each specific zone. This ensures that people are paying the correct rate.

Example Transaction Flow Screens

P **FLAG** 08:00 AM

Please enter your plate number

_ABC1234W

Use '←' to correct

Press PRINT to continue

P **FLAG** 08:00 AM

Use the -/+ /MAX keys to add/subtract time when using card

For printed receipt, press PRINT

P **FLAG** 08:00 AM

Select parking purchase option:

1-Start new session
2-Extend session

Use keypad below to make selection

P **FLAG** 08:00 AM

Until:
**05/04/17
10:00 AM**

Payment
\$ 2.00

For printed receipt, press PRINT

P **FLAG** 08:00 AM

Insert card

RATE
\$1.00 = 1 hour
MAX: 15 hours

Paid Parking: 7am-10pm
Thursday

Accepted: Credit Cards Only

VISA

P **FLAG** 08:00 AM

Transaction finished

P **FLAG** 08:00 AM

Take your card back

P **FLAG** 08:00 AM

PAYMENT NOT ACCEPTED

No payment required at this time

P **FLAG** 08:00 AM

Until:
**05/04/17
10:00 AM**

Payment
\$ 2.00

Press PRINT when done

P **FLAG** 08:00 AM

KIOSK CLOSED

Please use another kiosk

Solar Panel

The Strada is powered by a 30 watt solar panel. The solar panel is integrated within the top of the device. The Strada runs with ambient light. Rain, snow, fog, and other adverse weather conditions do not pose a problem for its functionality.



There is no need for multiple batteries in the machine for uninterrupted operation. The design of the solar panel allows for 4 way rotation to point the panel in the best direction towards the sunlight.

The solar panel re-charges a commercially available 12V 27AH battery. All major components have been designed by Flowbird to consume the least amount of power. AC mains power is also an option where it is available.

Changing the power source (battery) can be accomplished easily. The unit is also equipped with a back-up battery to sustain the clock, calendar and storage of all information concerning revenue, maintenance and unit transactions during a main back-up system failure or battery replacement.

The power consumption of the Strada is less than 3mA in standby mode. It is has been our experience that the battery life exceeds three years without a “bench” recharge or replacement.

In the event that the threshold level on the buffer battery falls below a certain level a “green” warning indicator will flash on the face of the machine. The field technician can consult with the machine to determine the voltage reading on the battery. In addition, the machine will also automatically communicate the low battery condition to the server. Maintenance personnel are then able to access this information from Smartfolio and can also receive an email or text concerning this alert. The machine will continue to fully operate in this mode.

In the event that the maintenance personnel do not change out the battery, and the battery fails, the indicator on the face of the machine will change to a “red” flashing light indicating that the machine is out of order. The change in the battery status will also be posted on Smartfolio and sent to maintenance technicians as an email or text alert.

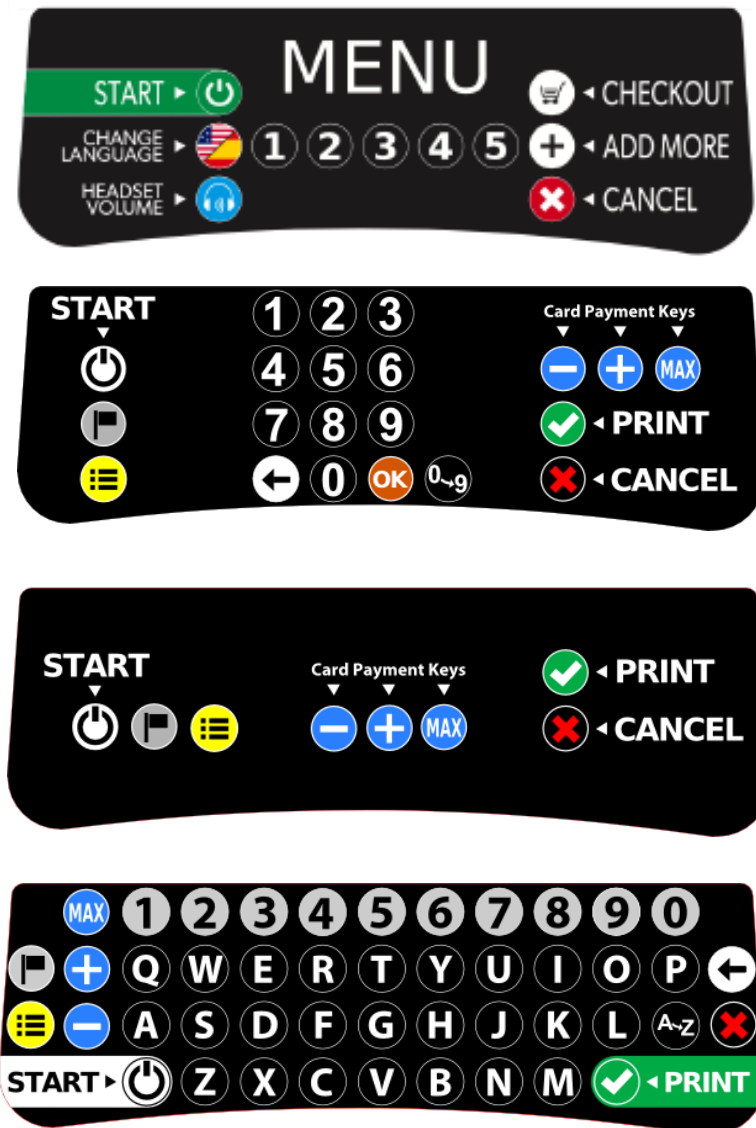
Key Pad

Strada is equipped with a customizable capacitive keypad featuring soft keys and audible indication. A key differentiator is that the overlay on the keypad can have any type of color or text to allow clients to provide the best user experience. The keypad allows for an easy switch between parking configurations without having to replace the actual hardware. The overlay

and software are the only items that need to be changed if the client desires to change the button layout or the parking mode.

The keypad does not have any mechanical buttons and does not allow for rain, snow, dust, dirt, or sand to penetrate it.

Example keypads are shown below.



Openings on Pay Station Such as CC/Coin/Cup

The Strada features ergonomically designed aperture openings for the insertion of payment, coins or cards, coin return and receipt dispenser. All have high impact polycarbonate covers or direct access through the steel door. Each aperture is designed to render vandalism to an absolute minimum. The coin entry slot is protected by a metallic sensor shutter that opens only for coins that meet sufficient metallic content standards.

The card reader is protected by a specially designed bezel with protrusions that guard against skimming devices. The card reader is designed for insertion of the card, allowing the client to maintain control of the card at all times.

The coin return cup is protected by a moveable cover. This keeps foreign objects out, yet provides access to returned coins.

The receipt cover is see through to allow clients to visually see the receipt has been issued yet designed that the receipt drops internally from above eliminating any opportunity to jam the mechanism and protecting it from inclement weather conditions.

Coin Slot and Acceptor

The Strada can distinguish between up to 14 different coins and/or tokens, including nickels, dimes, quarter, Susan B. Anthony dollars, Sacagawea dollars, and the new presidential golden dollar coins.

The Strada pay station features a patented motorized coin selector and recognition system that controls the movement of inserted coins in the meter (speed, position etc.) and which is unaffected by changes in temperature and humidity. The Strada coin path is the shortest in the industry which is key to preventing internal coin theft since the selector fully controls and contains the movement of the coins from the point they are inserted in the unit. The coin speed functioning is carefully controlled instead of relying on gravity test.

The Strada selector utilizes a barrel that protects the inlet when the machine is at rest, opens the inlet to introduce a coin, directs valid coins to the coin escrow and channels foreign objects to the coin return.

The default position on the barrel is solid and therefore will not allow the introduction of a non-metallic object. This prevents the introduction of plastic, wood, cloth and other non-metallic objects from entering the coin selector. The motorized wheel also prevents the validation of coins that are attached to strings or other removable devices.

The coin validator unit utilizes both optical and magnetic detectors to determine if a coin is valid or not. The coin inlet detects when a coin is approaching. The detection of the coin signals the coin inlet to open and the sensor to awaken.

After the sensors have evaluated the representative measures of the coin's diameter, thickness, and material composition, they are compared to pre-programmed data. The main board then validates or invalidates the coin according to how well it matches this data.

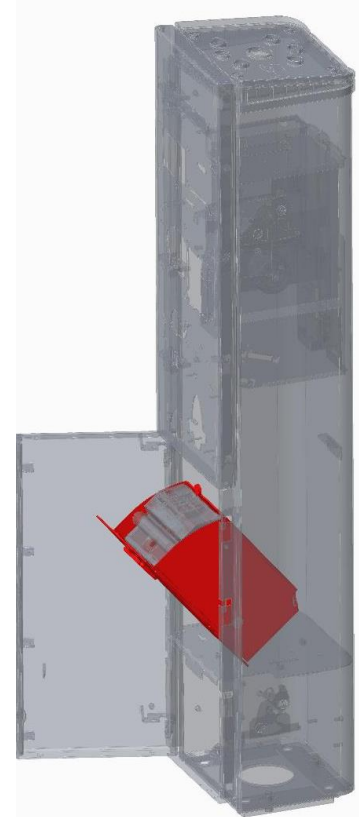
If the coin is validated, the trap door opens to deflect the coin into the escrow, which can hold over 75 US Quarters. A set of optoelectronic sensors fitted under a prism checks that the coin has moved. If the coin is not valid, it is evacuated into the coin return.

Cash Vault Compartment

The Strada features separate, secure compartments for maintenance (upper) and collection compartments (lower). The unit is equipped with separate compartments and keys. Locks are high security type and are protected from weather, vandalism and drilling by a steel baffle plate. There is no access to the vault area for coins by maintenance personnel, and vice versa.

The collection compartment features a lock that can be uniquely keyed to each vault area. The Strada utilizes a Mobile Coin Box type system where a full coin canister is replaced with an empty one. This method of collection lets you anticipate the weight of the coin canister since the weight is initially supported by the vault door during lift. The Strada coin vault holds up to \$800 in quarters.

At no time during the process does the collection personnel have access to the cash contents of the machine. A separate key is required to open the sealed coin vault. A coin vault cannot be removed and re-inserted without the internal locking mechanism being opened and reset via a high security specific lock and key. This precludes any ability for theft. The coin container is ergonomically equipped with a handle for easy handling.



The vault door of the Strada takes up very small sidewalk space and does not go all the way to the ground which is especially important when collecting during snowy conditions.

When a collection is performed, a notification is sent to the back-office system providing all details of the collection including the amount and type of coins along with the corresponding dollar amount.

Printer, Paper and Payment Receipt

The Strada pay station is equipped with a thermal graphic printer built to provide constant printing quality (legibility) and minimal maintenance (accomplished through limited moving parts and ease in clearing the paper path).

The printer does not require servicing and the thermal head is self-cleaning. The printer assembly and thermal head can be changed easily, without the use of tools. The printer blade is self-sharpening and needs no servicing.



Sample Pay by Plate

The printer is run by a microprocessor linked to the main board and has the capacity to print a receipt within two and one-half seconds. The text to be printed is also controlled by the main board. Printed text and graphic/logos can be supplemented with pre-printed text and/or graphic designs. The printer is capable of printing variable-length and multi-part (perforated) receipts with various text messages. The font type and format is flexible as upper and lower case along with mixed fonts can be interspersed.

A continuous single roll of thermal printed-paper supplies the printer. A standard ticket roll stock has a capacity of 6,500 tickets. Pre-printed paper with black marking dots is utilized to allow the printer to adjust the thermal printing to the pre-printed text and/or graphics on the ticket stock. The markings on the ticket stock also provide the capability to print variable length messages. The printer can also print on “sticky-back” paper, which works great in a Pay & Display parking application. A “sticky-back” ticket roll has 3,000 tickets. Additional security features can be added to the paper such as foil or watermarks.

Paper is easily inserted into the printer by positioning the paper lead inside the plastic guide located on the front of the printer. The guide is directly accessible and visible to maintenance personnel.

Temperature and Moisture Specifications

The Strada sets the industry standard for high resistance to weather including water, snow, ice and dust penetration to the internal areas. All openings are either shuttered or angled to deflect penetrating moisture and dust. The design of the interlocking cabinetry acts as a channel to again capture and deflect moisture and dust maintaining the system integrity and reliability. The Strada maintains an operational temperature range of -22 F to 131 F and at 97% RH (Non-condensing humidity).

Strada models are by design weather resistant and have a graffiti resistant coating. The edges of the housing have a rolled finish so edges are not exposed to the elements but are located inside the housing to protect against corrosion. The unit is coated and painted to provide the best possible durability against the elements, potential graffiti and vandalism. The paint process

has been refined and improved as a result of our years of experience, worldwide installations with every climatic condition and improvements in paint and coating technologies. Today, our products last an average of ten years without need for repainting services.

All main components are located inside the housing, allowing for maintenance activity during inclement weather.

Cellular Communication

Strada features a 4G cellular modem with the capability to communicate with major cellular providers such as AT&T, T-Mobile, and Verizon. A unique SIM card is provided with each Strada allowing the modem to wirelessly communicate everything that happens at the Strada (e.g. transactions, alerts, alarms) to the back-office parking management system.

The modem allows for two-way wireless communication in order to remotely send updates such as new rates, policies, messages to the Strada as needed.

Payment Options and Payment Ability at the Pay Station

The proposed Strada can be configured to accept coins, tokens, credit cards, and smart cards. Strada can be equipped with a contactless antenna to allow for NFC payments such as Apple Pay, Samsung Pay, etc. We can also provide a system for you to create validation codes that are accepted at the Strada.

Credit card data is encrypted at the pay station level. Credit card transactions are processed in real-time and the Flowbird system is PCI Level 1 v3.2 certified to ensure the highest level of security. The Strada card reader is PA-DSS certified and EMV certified.



Contactless payment option on Strada

ADA Compliancy

The Strada model has been mechanically designed to be a world-class ADA/DDA compliant meter. Flowbird undertook a project to analyze the most stringent Disabled/Disability requirements from the major countries and has built those into the current production model.

For U.S. requirements, this means all controls and client interface points are located at 48" or below. The user controls are designed to eliminate tight grasping, pinching, or twisting of the wrist.

Per the ADA Federal Guidelines:

308.2 Forward Reach.

308.2.1 Unobstructed. Where a forward reach is unobstructed, the high forward reach shall be 48 inches (1220 mm) maximum and the low forward reach shall be 15 inches (380 mm) minimum above the finish floor or ground.

General Pay Station Design and Features

The sub-assemblies of the meter are of a modular design to allow easy servicing through plug-in replacement parts. All electronic connections are of high quality and feature gold-plated terminals. The main board and internal components are environmentally sealed, highly water-resistant and are able to operate in conditions that exceed 97 percent humidity.

Every electronic component on the machine is coated to prevent operational failure and to ensure that the unit will stay fully operational within the specified temperature and relative humidity ranges.

Electrical connections between components/modules are accomplished with connectors. The machine has been designed so that the connectors for each component have a unique size and cable length preventing the deliberate or inadvertent connection of incompatible assemblies. Where feasible, wiring is held in position with clips.

The unit is designed around a 32 Bit Risc Processor. All memory is backed up with an exchangeable data module. There are a minimal number of sub-assemblies and therefore a reduced number of connectors, which is essential in improving reliability.

Typically the equipment has the following main sub-assemblies:

1. Main board with datapack
2. Coin selector
3. Card Reader
4. Printer
5. Modem
6. Display

Access to the components can be tracked via the back-office system utilizing a maintenance card option or through integrated electronic locks.

Installation of the Stradas on-street or in surface lots is simple as it requires no electrical hookups. Typically the Stradas are anchored to existing concrete with 4 wedge anchors. The Stradas are installed and manufactured to be ADA compliant.

The Strada has an integrated sensor to detect vibration and sends vibration alerts to the back-office system.

The Strada housing, components, and coin boxes can be equipped with bar codes/RFID tags to support inventory tracking.

Data

The Strada pay stations communicate via wireless two-way communication with Flowbird's powerful back-office parking management suite which provides data/financial management solutions. The system is a complete suite of services based on a unique IT platform developed and managed by Flowbird as a fully hosted service. Smartfolio manages the information to and from the pay stations and redirects it to the customer via a password protected, web based interface.

Everything that occurs at a pay station (status check, collection, maintenance operation, transaction, etc) is recorded and regularly transmitted to the central server. This information is then processed and ready for you to review and analyze.

The back-office system allows you to remotely download rate, message, and ticket changes to the Strada.

Using the Smartfolio web interface you can view all sales data in many different forms. For instance, you can view transactions by pay station, by group of pay stations, by type of transaction, or by type of user.

You can monitor the status of your pay stations using Flowbird's Smartfolio web interface because all alarms and warnings are right there for you to view. Like your sales data, maintenance data can also be viewed in different forms, making it easy to put a maintenance schedule together. Smartfolio can also send specific alarms right to your cell phone to alert you of a problem immediately.



Flowbird's credit card processing solution has earned Level 1 PCI certification, which is the highest rank available from the major credit card providers (VISA, MasterCard, AMEX). Level 1 is only given to those third-party providers who handle thousands of credit card transactions monthly and who meet their stringent – and audited – credit card transaction security protocols to protect your customers' personal transaction data. Level 1 requires an external audit for approval, which is more rigorous than the self-audit that some vendors may do.

Our system provides 128 bit DES encryption when the credit card is read at the card reader. The encrypted card information is then transmitted directly to your PCI compliant transaction service provider/clearing house.

Management Software System Capabilities

The Smartfolio back-office system allows your team to modify rates, policies, and messages on a web based interface. The Smartfolio system is flexible to manage many different parking rates and is capable of charging pricing specific to the time of day. The system respects the parking policies setup in the City including “no-charge” parking times and minimum/maximum parking limits.

Rates can be remotely downloaded from Smartfolio to avoid having to visit the Stradas to make a rate change. The downloads can be scheduled well in advance to ensure the proper rates are downloaded on the right days. When a rate is downloaded Smartfolio allows your team to track the progress. The system provides a status of download time as well as installed time.

When preparing to download a rate structure, your team can choose individual pay stations or groups of pay stations for each specific rate structure.

The Smartfolio system incorporates a simulator tool that allows you to make virtual payments to test how the rate structure that was built reacts based on the desired policies.

In addition to managing rates on the Stradas, the Smartfolio system allows your team to monitor each pay station in your parking system. All warning alerts (e.g. communications, low paper, low battery) and alarms (e.g. coin jam, paper out) are reported to Smartfolio in real-time.

Rate Package Capabilities

The Stradas are able to manage a variety of pricing models (e.g. flat rates, hourly rates, special event rates, progressive rates) and products (e.g. parking, bus tickets, etc). The system is very powerful and rate configuration can be managed for each minute of the day. Rates can vary by pay station, zone, and by time of day. For instance, the rate structure can change during rush hour or peak times and then go back to a standard rate structure.

Strada is able to accept pre-payments for parking with the parking time starting at specified enforcement times.

Value / value added	Duration / time added
1.50	00:01:00m00s
3.00	00:02:00m00s
4.50	00:03:00m00s
10.00	00:08:00m00s

As discussed above, rates can be configured by your team utilizing our Smartfolio back-office system and remotely downloaded to the Strada. Minimum and maximum payments can be managed by the Strada and changed via Smartfolio. Using Smartfolio and our Analytics tool, clients can analyze occupancy and parking congestion in a variety of ways and change rates accordingly to help ease parking pressure.

Strada can support five languages at the pay station level. These include English, Spanish, French, German, Russian, Ukrainian, Vietnamese, Hmong, Somali and Chinese.

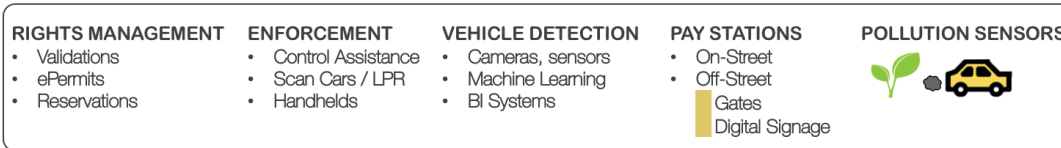
API to Outside Data Warehouse

Publicly-available data that can be used and combined to provide local residents and officials with new insights and the chance to make decisions based upon actual facts and figures. As such, Open Data systems is one of our core activities. We have been cooperating with many Cities (Chicago, NYC, Paris, London) using an Open Data approach. All the data coming from our systems belongs to the City Operator & Community and we offer a flexible interface allowing the City to use the data for any purpose or study.

Two methods are available:

- The City or City Partners pulls the data from our platform using our API's
- Push API interface that pushes the data to the City/Partners data warehouse according to the interface defined by its IT services

As part of part of our Digital Transformation strategy we have developed a model where each solution is a brick or a service that is integrated on our central data mobility platform. These solution bricks can be either our own and/or a 3rd party technology partners component. The data that we collect, organize and store can then be leveraged to offer added value BtoB and BtoC services.



RIGHTS CHECK

OCCUPANCY

DYNAMIC RATES

OPEN DATA API's

INTEGRATED URBAN MOBILITY PLATFORM

We help cities to manage mobility in a sustainable way through digital transformation



Flowbird's data convergence platform for urban mobility

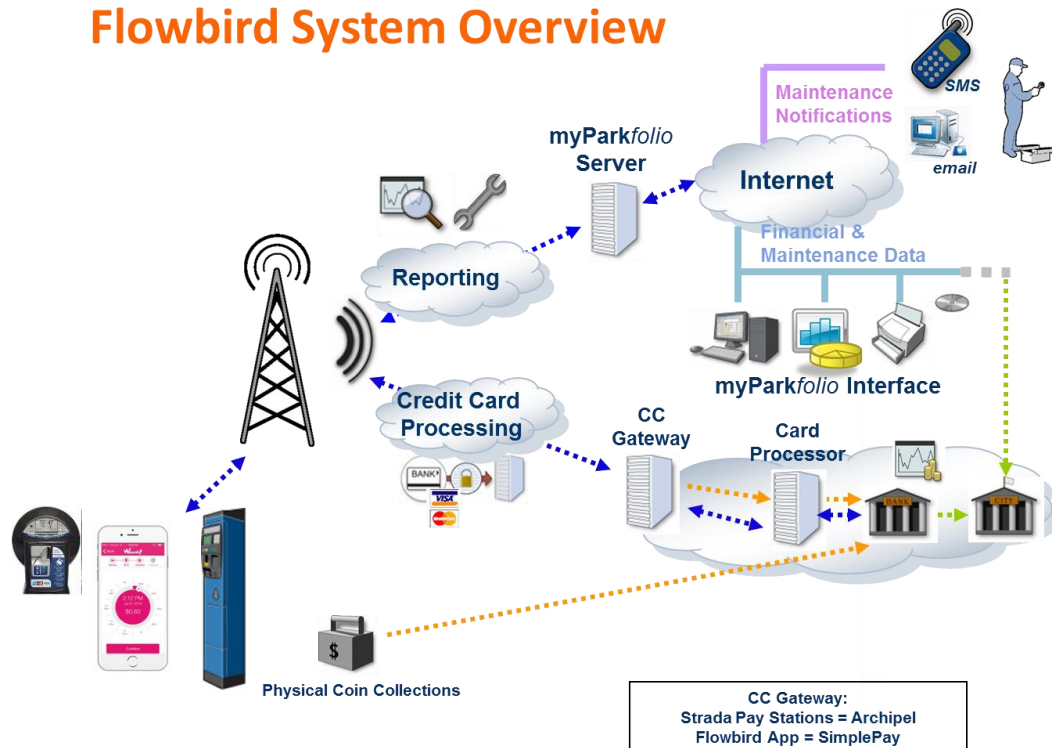
Credit Card Processing

All credit card transactions made at the Strada are performed in real-time. Flowbird offers payment gateway services for card present transactions (chip & pin, magnetic stripe) only. The information flow is organized as follows:

- 1) The payment card is introduced into the card reader. The card reader reads the magnetic stripe or starts communicating with the chip of the card depending on the readers and scheme configuration.
- 2) The card reader module is connected to the Internet via a 4G network. The card reader opens a connection with the payment server (ArchiPEL) over one defined UDP port. Symmetric AES session keys are exchanged via RSA key exchange over this connection. AES keys are at least 128 bit, RSA keys at least 1024 bit long. The authorization and instant clearing request is sent to the payment server over this encrypted channel.
- 3) The Flowbird ArchiPEL payment server processes the request and translates it to the format used by the upstream processor.
- 4) The authorization and instant clearing request is passed on to the upstream processor over an encrypted HTTPS channel. Sensitive authentication data, i.e. Track 2 data, is kept in memory of the server until the transaction has been confirmed by the upstream processor
- 5) Once the transaction has been confirmed by the upstream processor, transaction data is cleared from the memory transaction log containing truncated and encrypted PANs are stored in the database.

The Archipel gateway will be integrated with your preferred payment processor/acquirer. Reconciliation is performed using the Smartfolio web interface which provides details on all card transactions including the status (completed, not completed, in progress) and type (Visa, MasterCard, American Express, Discover). Refunds can be made through the Smartfolio system as well.

Flowbird System Overview



Hosting Services and Disaster Recovery Plan

Flowbird provides data hosting and management services for thousands of clients around the globe. Below is a description of our data center operations.

Flowbird/Parkeon Data Center Operations Overview

Introduction

Flowbird Hosting Services has implemented a secure and robust PCI DSS infrastructure to handle the back office meter management system and the significant data volumes generated each day.



Two Datacenter Hosting Services Units

Currently, our Datacenter Hosting Services Unit is separated between two buildings: Data Center Site A (DCS A) and Data Center Site B (DCS B). Both of the buildings are connected by optical fibers under continuous monitoring and 24/7 service maintenance contracts. DCS A is the main location and DCS B the secondary one.

Data Replication

Storage network (SAN) is duplicated amongst the two Data Center Sites and all databases are pushing their transactions log to building B. All backup servers are in building B; providing a “3 level backup of all systems”

- Disk image
- Full weekly backup
- Daily incremental backup on disk/tapes + applicative backup using ftp scripts. All tapes are stored and moved to an external security company off-site.

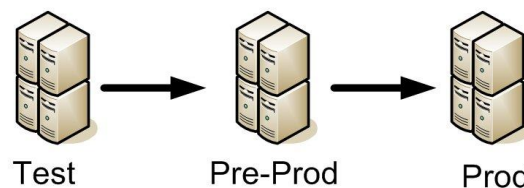
In case of site-wide disaster, we rely on a 3rd party hosting company to rebuild the infrastructure. We are connected to two hosting companies (Neoclyde and Agarik) using the metropolitan area network (MAN), allowing gigabit bandwidth for quick data replication.

Back office hosting environment

A third party company, XMCO, performs a yearly PenTest (Penetration Testing) on our PCI environment (aka Banking), as per PCI-DSS requirements.

Additionally, we have a monthly Internal Vulnerability Scanners (IVSS), based on a Nessus product (<http://www.tenable.com>).

Before any application is installed in the data center, intensive testing and validation is performed. The new applications or upgrades always follow a very strict process, and are installed in Pre-Production before being allowed to go to the Production environment:



ITIL Standard

The ITIL standard process is used for change, incident and service level management. The data center performs daily log analysis and regular updates for all systems. All downtimes are tracked through NAGIOS (<http://www.nagios.com/>) and availability reports are published on a monthly basis.



Nagios monitoring system in Flowbird Hosting environment

PCI DSS v3.2 Certified

All of the data is hosted in our Data Center facilities. **Flowbird is PCI DSS V3.2 LEVEL 1 certified** and offers the best data security level available in the industry.



In addition, Flowbird has taken very specific measures to make sure the level of risk remains as low as it can be for our customers. We significantly reinforced our security policies and control processes by performing the following actions:

Vulnerability scans

As part of our security policy, we perform external vulnerability scans on all public IP addresses and interfaces where Flowbird Banking Services are available. Those scans are typically performed every month. This scan is done using Trustwave "Scan on Demand" solution: <https://www.trustwave.com/Services/SpiderLabs-Services/Vulnerability-Management/>

The results are then carefully reviewed by our Data Center security experts.

Bi-Weekly Security Review Process

A bi-weekly Flowbird Data Center security review has been created. The reviewing committee is composed of:

- Flowbird IT Systems manager
- Flowbird Electronic Payment Solutions, Security expert
- A Flowbird Networks Administrator
- A IT Systems expert

Their review includes logs and events related to all our equipment identified as critical such as:

- Firewalls
- Hardware Security Modules: <https://www.thales-esecurity.com/products-and-services/products-and-services/hardware-security-modules/general-purpose-hsms/nshield-connect>,

- Oracle Databases
- File Integrity Monitoring: An Agent for all systems along with a centralized reporting server that checks any changes done on critical files, asks for acknowledgment and reports suspect behavior. The tool we use is OSSEC (<http://www.ossec.net>).

Reinforced vigilance of our 24/7 on-call service

Flowbird's Data Center has several people on call 24/7 that address specific needs within three different areas:

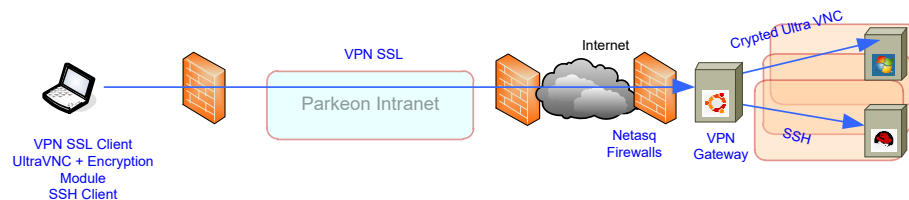
- Network infrastructure
- Banking services
- Parking infrastructure supervision

We have updated our 24/7 service procedures, by adding extra periodic tasks to "on-call engineers". They periodically watch indicators like network traffic, data center server probes status and banking volumetric data (number of transactions successfully processed by our systems per customer, number of declines, average transaction processing time, last transaction processed time, etc.).

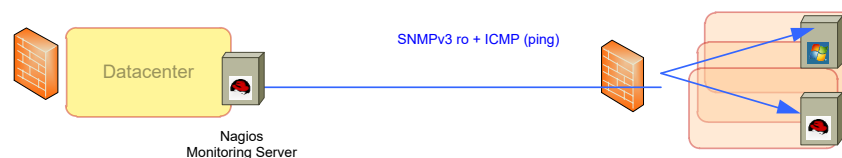
We believe that on top of our technical compliance with the latest PCI DSS regulations, these measures will certainly contribute to the reliability of our systems and the data safety for our customers worldwide.

Data Center Hosting: Administration and Monitoring Diagrams

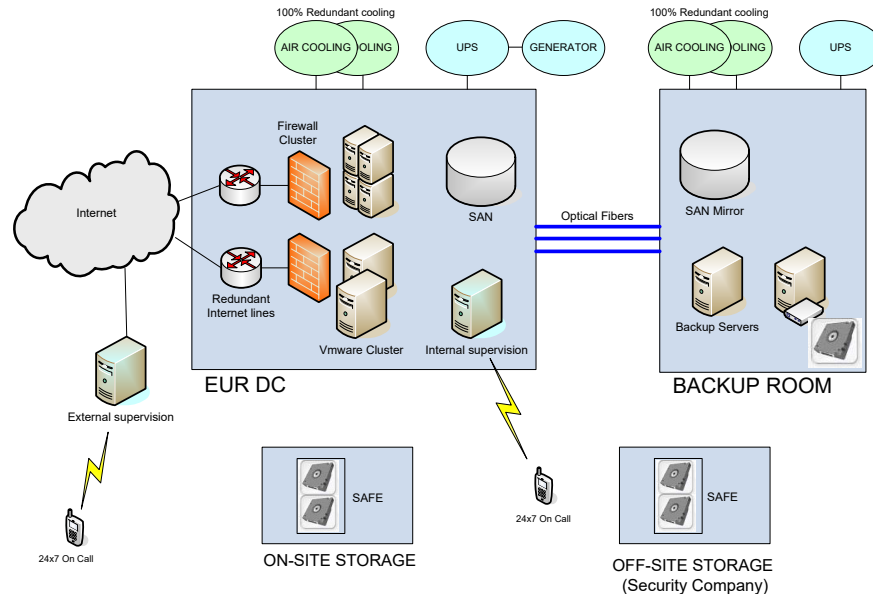
Administration Flow



Monitoring flow



Data Center Hosting: Backups and data storage diagram



Information security policy for DCO (Data Center Operations)

The DCO team is responsible for applications care and maintenance, therefore identifying all operational security procedures and the frequency they need to be carried out. These have been grouped by domain categories for an easier allocation of responsibilities:

Security Policy

- Company Risk Analysis
- Policy/standards review and Security awareness orientation

Organizational Security

- Distribute Security Alerts
- Review security policy exceptions compliance

Asset Classification and Control

- Review system access controls, access request approvals & audit trail
- Audit disposal of data and media

Personnel Security

- New employees security orientation
- Process employee data access requests
- Audit terminated employee samples for system, network, application access
- Incident response team meeting

Physical and Environmental Security

- Physical walkthrough of facility, work areas and Data Center
- Review compliance of Data Center access & visitor logs

System Security

- Review intrusion detection (IDS/IPS) logs
- File Integrity Scans

- Scan desktops for vulnerabilities and security compliance
- Scan servers and network for vulnerabilities and security compliance
- External application scans
- Use a Wireless Analyzer to detect wireless devices in use
- Review all security and event logs
- Perform network-layer and application-layer penetration testing

Day to day DCO mission

System patching

- Ensure that all system components and software have the latest vendor-supplied security patches installed
- Install critical security patches within one month of release

Vulnerability identification

- Establish a process to identify newly discovered security vulnerabilities and update configuration standards to address new vulnerability issues

Secure software development life cycle (SSDLC)

- Develop software applications according to PCI DSS and based on industry best practices and incorporate information security throughout the software development life cycle
- Review of custom code prior to release to production or customers in order to identify any potential coding vulnerability

Change control

- Follow change control procedures for all changes in system components

Web application development

- Develop all web applications based on secure coding to cover the most common coding vulnerabilities in software development processes

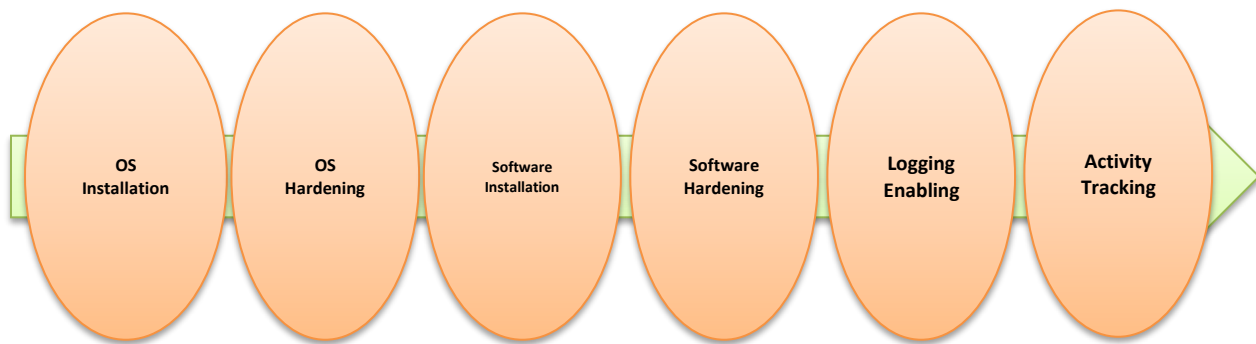
Securing Internet facing application

- For public-facing web applications, address new threats and vulnerabilities on an regular basis and ensure these applications are protected against known attacks

Procedures

All procedures are based on ITIL standards (<http://www.itil-officialsite.com/>).

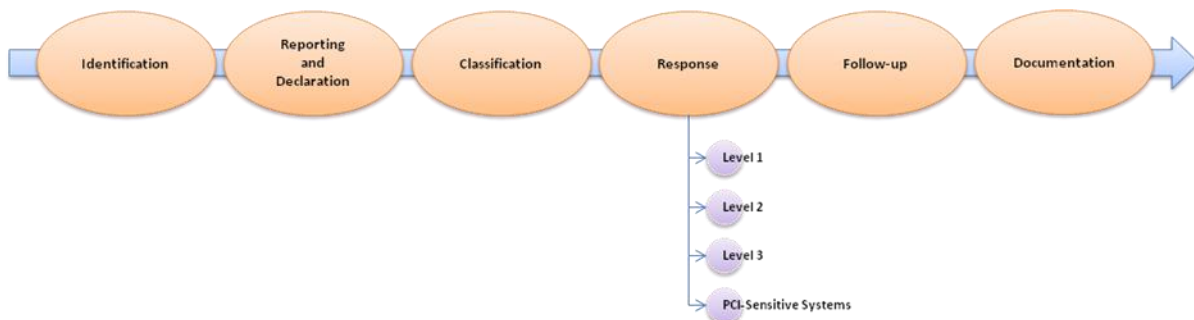
System configuration



Change management process



Incident response process



CWT PAY STATION SYSTEM AND CWO BACK-OFFICE OVERVIEW

Physical Security and Lock

Flowbird CWT pay stations are comprised of an upper and lower compartment to create the cabinet. This construction provides additional security against cash theft. The upper compartment is where maintenance staff can perform maintenance tasks such as preventative activities and replacing empty paper spools. The lower compartment is where collection staff can perform cash collections. Like other pay stations where a collection door is reinforced, the collection door is made of 304 stainless steel, reinforcement is not required.

CWTs have a 4-Point locking solution ensuring maintenance and collections teams have access to the appropriate cabinet section. The upper section, lower section, collection door and vault are keyed differently. The upper and lower compartment doors have 4 locking hooks that connect the door to the compartment. Manual and electronic locks are supported. Credit card reader is recessed, prohibiting skimming devices from being attached.

Door hinges and seams are internal and tight to prevent the CWT from being pried open. Locks and bolts are out of public sight.

When the cabinet door is opened and/or coin box is removed the meter will send a notification to all valid recipients via text message or email. The coin box can only be opened with a collection key and is closed to the collector.

Vibration and shock sensors are offered as an option. If the sensor is triggered, an SMS/email is generated notifying the sensor has been triggered.

External Shell Frame

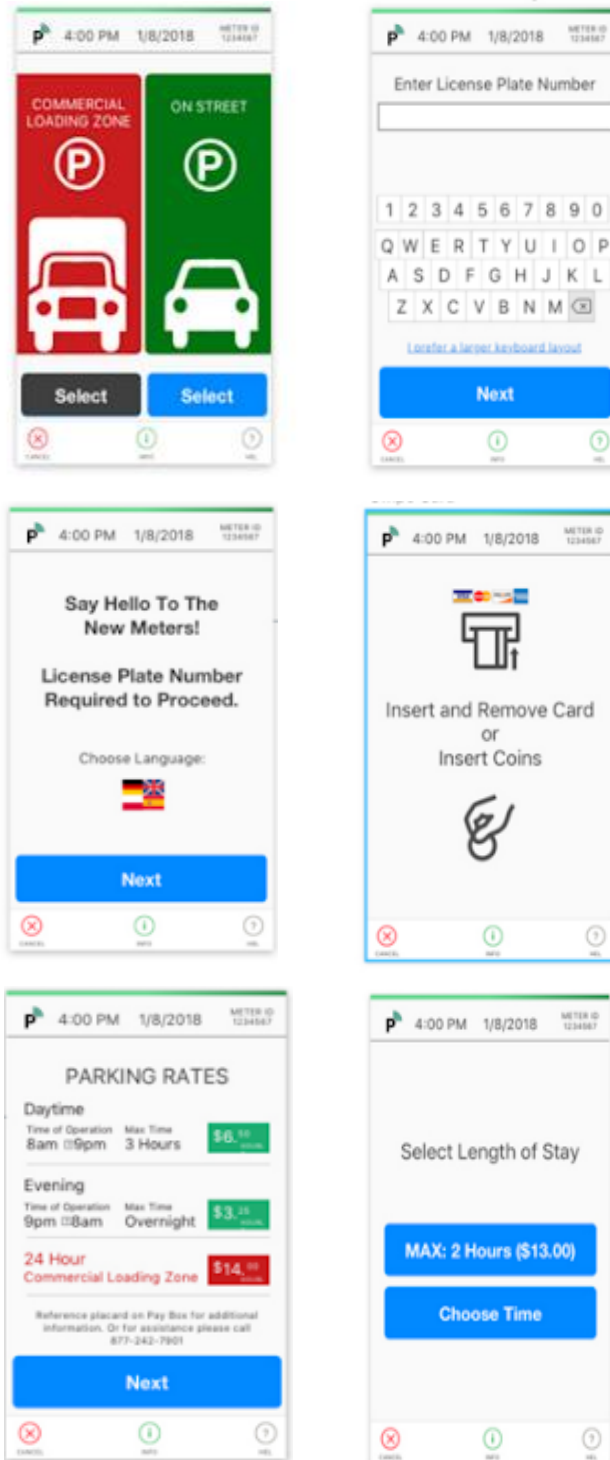
The CWT pay station cabinet is made with 304 stainless steel. This particular stainless steel adds protection against corrosion to many chemical corrodents, industrial atmospheres and marine environments. A graffiti-resistant powder coating is applied to the inside and outside of the cabinet. This provide additional protection against the elements, including human (vandalism) and environmental (weather). The powder coating makes it easier to remove unwanted paint, marker tags and adhesive materials.

The CWT is comprised of an upper and lower compartment to create the cabinet. This construction provides additional security against cash theft. The upper compartment is where maintenance staff can perform maintenance tasks such as preventative activities and replacing empty paper spools. The lower compartment is where collection staff can perform cash collections. Like other pay stations where a collection door is reinforced, the CWT collection door is made of 304 stainless steel, reinforcement is not required.



Display Screen

The CWT features a 9" Color Touch Screen. The color touch screen moves all controls on to the display allowing for very flexible interfaces maximizing the potential of the pay station to do things beyond parking. Below is an example screen flow.



On the CWT Touch, we offer the ability for the end user to confirm the zone they are parked in first, before they make their payment. If they are in front of a pay station but their vehicle is parked in a different zone, they type in their correct zone number which in some cases follows the zone numbering of the pay by cell system.

Lighting Options

Optional lighting can be added below the solar panel to provide lighting during night and low light day periods.



Solar Panel

For coin/card CWTs, the 13 watt solar panel is flush with the top of the meter and invisible to anyone under six feet. A 30 watt solar panel may be provided for specific instances if ambient light is a concern. This both maximizes its exposure to sunlight and minimizes any negative effect on the meter design as well as the possibility of vandalism or theft. Flowbird uses a commercially available 12V 75AH recyclable sealed lead acid battery that usually last between 3-5 years. The battery supplies the power to the meter, and is trickle charged through a solar panel.

Key Pad

The 9" color touch display does not offer a keypad. The key pad is incorporated into the display. The appropriate keys pad and button display depends on the information presented. Example: Home page may display information about rate structure and parking. A button will display informing the user to hit the button to continue. The next screen may ask for the license plate and will display the key board for the user to enter their license plate.

Openings on Pay Station Such as CC/Coin/Cup

The Flowbird CWT pay stations meet current ADA requirements by placing the maximum high side reach at 47 1/4", which is lower than the 48" requirement. Flowbird also maintains ADA guidelines by being able to operate the pay station with one hand and do not require tight grasping, pinching or twisting of wrist. The pay station may also provide for optional audio assistance, if used for a purpose other than parking. Audio comments may be relayed through an audio jack, or a speaker. (Audio jack is not standard, this is a special order.)

Coin acceptor includes an automatic shutter, which opens for coin insertion, but not for non-metal objects.

The credit card (CC) reader is flush-mounted with no part of the reader protruding outside the cabinet, this design limits the insertion of a credit card skimmer.

Coin Slot and Acceptor

Coin acceptor includes an automatic shutter, which opens for coin insertion, but not for non-metal objects. Non-programmed coins or anything metallic that is inserted will be directed to the coin return bowl, and not be found in the vault. The CWT pay station uses a free fall coin acceptance system to minimize the possibility of jamming of the unit and to reduce necessary maintenance, overall, on the system.

The CWTs are able to accept up to 16-coin denominations through our coin shutter/validator, which on accepts coins that have been programmed to be valid payment options.

Cash Vault Compartment

CWTs are equipped with a secure vault locking system. The vault system is located behind the outer door of the bottom cabinet which is secured with reinforced steel. The vault door is made of armored steel. The lock is an advanced, four-point locking point system. Flowbird offers an electronic lock option giving clients more control in the collection process. When the coin box is removed, the pay station will send a notification to all valid recipients via text message or email. The coin box can only be opened with a collection key and is closed to the collector. To eliminate the possibility of skimming, it can only be opened once. No maintenance or safety requirements are needed for the vault locking system.

Coin canister can hold 3,000 coins or up to \$650.

Printer, Paper and Payment Receipt

CWTs are equipped with a thermal printer using direct thermal printing to generate characters, symbols and graphics. Printed receipt design is configurable and support both landscape and portrait layouts. Paper options include security features such as foil and unique numbering to defend against counterfeit and duplicate receipts.

The printer module consists of the printer and the paper supply roll. The printer module is positioned on a vertical main assembly plate that can easily be removed for repairs or if the printer is no longer required (electronic receipts). Electronic receipts such as email and SMS text are supported.

Battery

CWT pay stations use a commercially available 12V 75AH recyclable sealed lead acid battery that usually last between 3-5 years. The battery supplies the power to the meter, and is trickle charged through a solar panel. Battery is located in the lower cabinet and can easily be removed for battery replacement.

Temperature and Moisture Specifications

Flowbird pay stations have proven its ability to withstand extreme conditions in varying climates. Flowbird pay stations are installed in areas with harsh environmental factors (United States, Canada, Sweden, Norway, Russia, etc.). The pay stations are not adversely affected by weather conditions despite the fact that they are often subjected to salt, air, humidity, frost, snow and ice. CWTs are rated to work in 99+ percent relative humidity and at temperatures up to 140° F and down to -22° F. CWTs protected LCD screen is tamper, weather and corrosion proof. The keypad is also tamper, weather, and corrosive resistant.

Components are dipped in conformal coating which protects the components from moisture. All Printed Circuit Boards (PCB) used in CWT pay stations are protected with a double solder mask lacquer (min 25 my) to shield certain areas, such as edge connectors from solder wetting. The PCB is then coated with an ultra-low viscosity, one-component silicone, which cures, at room temperature, to an elastomeric rubber upon exposure to humidity in the air. This product has a quick surface cure that is non-corrosive

to metals, including sensitive metals such as copper, emits no harsh odors during curing and has good adhesion to a wide range of substrates. The cured material has superior anti-reversion properties, excellent resistance to various and extreme temperatures, electrical insulation properties, weather ability, water resistance and is ideally suited for general-purpose adhesive sealing, potting and coating of electrical and electronic parts. Coating used: TSE3991 CU.

Cellular Communication

CWT pay station modems utilize 3G/4G technology. Pay station supports up to two modems, supporting different carriers. Alternately, Flowbird has access to multi-operator SIM cards. CWT supported modems support multiple mobile internet speeds such as 4G LTE, 4G, 3G and 3rd party coverage.

CWT pay stations have the ability to process transactions when offline. When communication is restored, transactions are processed. Enforcement can access a pay station and print a list of transactions processed to assist with enforcement until communication is restored.

Payment Options and Payment Ability at the Pay Station

Payment methods supported include coin, bills, credit card, smart card (magnetic stripe and RFID), coupon codes, eValidations, tokens, and contactless payments. Additional hardware may be required depending on the payment products selected.

Flowbird has achieved certification as a PCI Level 1 Service Provider. Our EMV readers are level 1 and level 2 certified.

Coin acceptor supports multiple coin combinations. Standard US coin denominations include \$0.05, \$0.10, \$0.25, \$0.50, \$1.00. Coin acceptor includes an automatic shutter, which opens for coin insertion, but not for non-metal objects.

Credit card reader supports the major credit card brands such as Visa, MasterCard, Discover, American Express, Diners Club. The reader is dual directional.

Smart Card are reloadable cards. This is a great alternate to a credit card.

Coupon codes can be created and provided to an individual or group for free or discounted parking. Codes can be created by date range, time and number of uses.

Evalidations can be used by merchants or third parties to provide free or discounted parking. The license plate is recorded at a tablet, smartphone or computer and a parking session is automatically started. There is no need to go to the pay station.

ADA Compliancy

The CWT meets current ADA requirements by placing the maximum high side reach at 47 1/4", which is lower than the 48" requirement. Flowbird also maintains ADA guidelines by being able to operate the pay station with one hand and do not require tight grasping, pinching or twisting of wrist. The pay station may also provide for optional audio assistance, if used for a purpose other than parking. Audio comments may be relayed through an audio jack, or a speaker. (Audio jack is not standard, this is a special order.)

General Pay Station Design and Features

Parts

CWT components are "plug and play". As part of our on-site training, technicians will be providing detailed training on trouble-shooting and replacing components. The majority of our customers perform their own preventative maintenance including changing out components. Components can be changed out in a matter of minutes. No propriety tools are required. A socket wrench and screw driver are all that is required.

CWTs are able to self-diagnose and send alarms in real-time to the back office; alarms will also alert designated parties via text or email. Pay station components are flush mounted to the door and to the back of the meter.

Data

Flowbird is PCI-DSS Level 1 and SAS70 certified. Flowbird follows the guidelines from the PCI-DSS standard and have regular penetration tests performed by external companies. These penetration tests are conducted both by systems and humans. Flowbird's back office management solution is reviewed by an external security audit every year and is under scheduled scans on a regular basis to detect any vulnerability.

To ensure security of the wireless information, Flowbird uses a RSA 2048-bit encryption on any sensitive customer data.

Cale WebOffice (CWO) is accessible to those with a valid user name and password. CWO's user administration allows for user roles. User roles determines what CWO functions a user will have access to. Typical user roles include enforcement, finance, pay station maintenance and administrator. Once roles are defined, user accounts can be created.

Alarm(s) are created in CWO alerting particular staff of the alarm(s). Alarms can be text, email or silent. CWO supports over 80+ alarm events. Alarms notification is configurable by each user. A sampling of alarms include door open, coin fishing attempt, vibration detection, and pay station not responding.

Management Software System Capabilities

CWO is a fully web-based service that requires no PC software to be installed or maintained by the user. Updates and new functions are installed by Flowbird Support. There are typically two updates per year. Updates are included in the monthly on-going service fee.

CWO offers several useful features that maximize your efficiency, profit and meter availability. The interface with the multi-space pay stations are transparent and, with a convenient drag and drop functionality, pay stations can be divided into groups (districts/zones). Updates can easily be pushed out to specific groups. There is no need to visit each pay station to apply an update. This is particularly useful for larger parking operations with large quantity of pay stations where different rate structures are used.

Security is the top priority. Protecting information from unauthorized access is one of the key elements on which the system is based. The administrator can assign different access levels and privileges to users. For example, one person can be authorized to deal with the alarm function, another only authorized to change meter groups, and a third authorized to analyze reports and statistics.

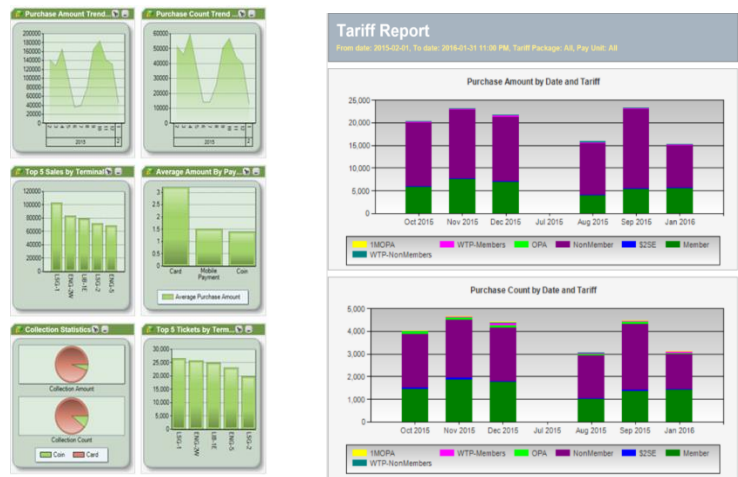
CWO also has an automatic alarm management feature. If a meter has been damaged, needs to be emptied, or malfunctions, a message is generated in CWO and can be sent to a technician.

Mapping of the terminals through Google Maps allows clients to easily obtain a visual indication of where pay stations are location and the status of the pay station. Clicking on a pay station icon will produce a "status bubble". The bubble will provide additional information about the pay station including any unresolved alarms.

Accounting and Reporting

CWO offers several reporting options. Each option allows for varying levels of flexibility in developing a report and the Flowbird implementation team will assist you in setting up the reports needed.

Standard Reports are pre-defined reports allowing the user to define parameters. Reports are broken down into categories such as Financial Overview, Terminal Balance, Collection, Purchase, Card Transaction, Event, Top 10 Statistics, and Scheduled Reports. Examples of standard included reports are Current Maintenance Action Required, Terminal Out-of-Order, Communications Problems, Maintenance Performed in the last seven days, Cash Collections for the last seven days, Cash-In-Terminals currently, Consumables Status (paper and batteries), Parking Activity (number sold and dollar amount), Ticket Sales Analysis, Transactions by Payment.



Custom reports can be created via the analysis function. The analysis function is a very powerful tool for refining statistical data and looking at the information from different perspectives. The technology used to process and present the information is OLAP (online analytical processing). The analysis function is available for collection, purchase and event data.

The Dashboard functionality equips users with up to date, graphical widgets that enable quick and easy data analysis so parking operations can focus on driving performance, not measuring it.

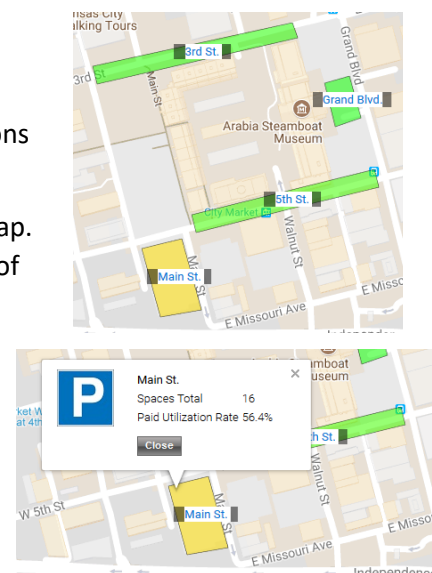
Occupancy

CWO offers reporting and statistics on occupancy. Options include Online Paid Occupancy, Historical Paid Occupancy, Paid Occupancy Analysis and Occupancy Calculation. It starts with Google Maps and identifying zones, number of spaces and identifying terminal locations within each zone.

When viewing the map, the parking zones are highlighted on the map. Zoom feature allows for you to enlarge the map and see the shape of the parking zone. The name of the parking zone is also displayed.

A 3-color gradient scale is available from green to red to show occupancy levels. Green is low occupancy, yellow is around 50% occupancy and red is at or near 100% occupancy.

Occupancy views are available in real-time or in the past (historical) via playback.

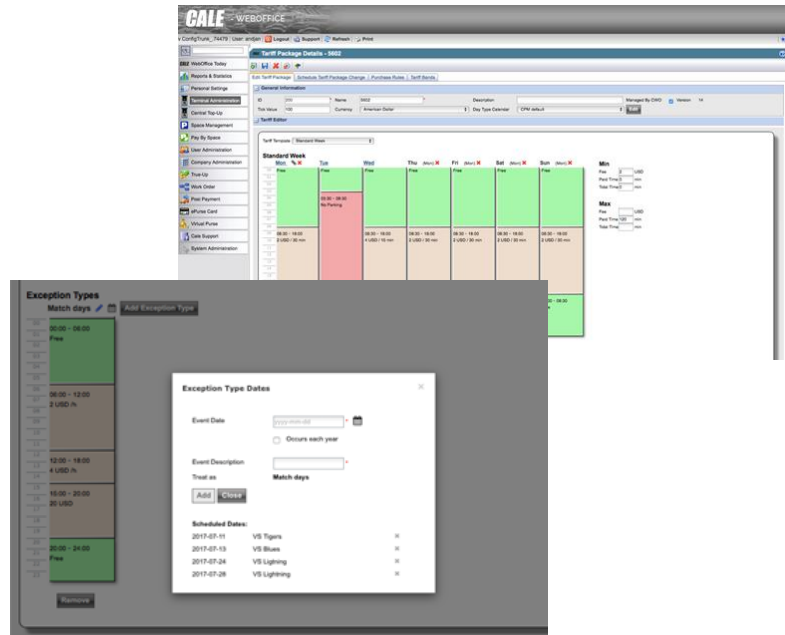


In the Historical Paid Occupancy feature, you can look at occupancy counts in the past. Zones change color (green to red) to show occupancy levels at a particular date and time. Clicking on a particular zone will show the paid utilization rate for the particular time and date.

Rate Package Capabilities

CWO rate management functionality is displayed in the form of a standard week (Monday – Sunday) calendar. The calendar shows the standard rate structure for a given day and time. Exceptions to the standard rate schedule can be defined by date allowing for special rates such as event parking or free parking for holidays. The exceptions are automatically communicated to the CWT pay stations and rates are adjusted accordingly.

Rate management functionality can also be used to implement new rates on short notice. For short notice updates the back office uses the new remote management feature to communicate with the CWT pay station over cellular connection triggering the pay station to contact the back office and retrieve the new rate or command to execute.



Communications

Because of the properties of GPRS technology, communication is always initiated by a heartbeat pulse sent from a terminal. If, for instance, a schedule is set so that the coin collection balance should be retrieved each Monday at 12 pm, the file transmission will start at the first heartbeat after 12 o'clock.

Event information, such as warnings and alarms, are reported automatically by the terminal either immediately as they occur or after a certain delay set in the terminal.

Pay station job history logs are obtained under Terminal Administration.

API to Outside Data Warehouse

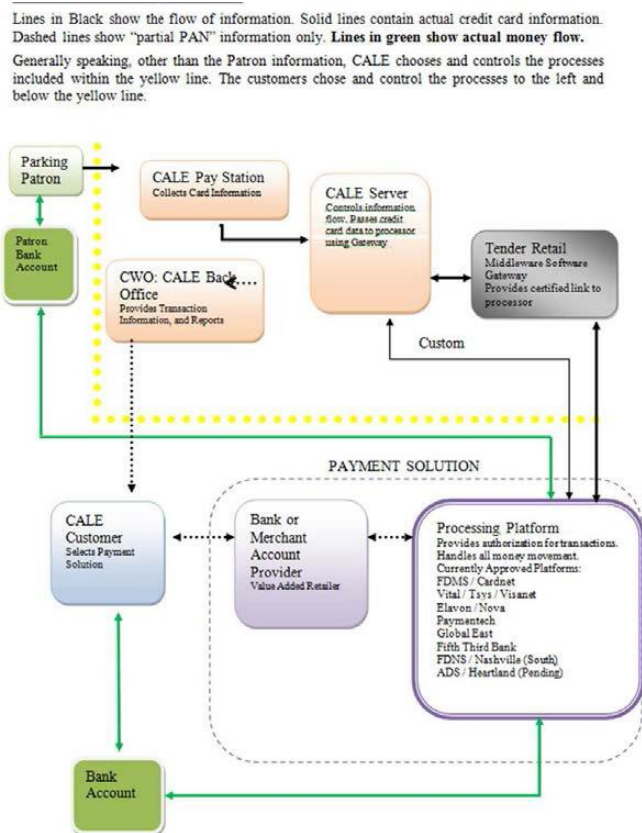
Flowbird offers both live and batch data exports. Information exported includes purchase, event, collection and file repository (batch export only). Data is exported in XML format and is requested by calling web services. The exported XML files are compressed to a ZIP file that is downloaded via an URL. All web services are documented. Manuals can be obtained from Support.

Credit Card Processing

Flowbird is PCI-DSS Level 1 and SAS70 certified. Flowbird follows the guidelines from the PCI-DSS standard and have regular penetration tests performed by external companies. These penetration tests are conducted both by systems and humans. Flowbird's back office management solution is reviewed by an external security audit every year and is under scheduled scans on a regular basis to detect any vulnerability.

We are listed as a valid service provider for Visa Cardholder Information Security (CISP) and MasterCard Site Data Protection (SDP) programs.

A detailed step-by-step process of Flowbird's CWT credit card acceptance procedure can be found below.



Hosting Services

Flowbird provides all hosting of pay station and mobile payment data in our secure data centers.

Liberty Single/Dual Space Parking Meter

In partnership with CivicSmart, Flowbird is offering the City of Emeryville the Liberty meter. The patented Liberty Next Gen Smart Parking Meter is engineered to make use of recent advances in communications, battery and security technologies. It is future-proof and supports an array of emerging technologies including Internet of Things (IoT) communications. Built to last, the Liberty Next Gen offers the durability and reliability that Duncan's clients have come to know and trust, with advanced technological features that make managing your parking program easier.

Key Liberty Features

- Ability to manage one or two spaces
- Fits into common meter housings
- High visibility screen
- Clean motorist interface
- Operates under a wide temperature range: -40°F (-40°C) to 185°F (85°C)
- Accepts coins, credit/debit cards, and smart cards
- Wirelessly communicates transactions via 3G/4G cellular communication
- Super bright LED lights are equipped on the front and back, allowing for visual enforcement.
- Mobile payments can be configured to display on the Liberty within 5 to 10 seconds. Rates can be changed remotely from the back-office





KEY BENEFIT: Innovative technology displays mobile payments in a few seconds without draining the battery!

SINGLE SPACE SMART METER

Affordable, innovative Smart Meter that fits in existing housing, accepts credit cards and displays mobile payments.

FEATURES	
# of Spaces Managed	1
Type of Keypad	4-button
ADA Compliance	✓
Available Payment Methods	
Coins	✓
Credit/Debit Cards	✓
Smart Cards	✓
Tokens	✓
Mobile Payments	✓
NFC Payments	Optional
PCI Compliance	✓
Wireless Communications	✓ (4G & LoRa)
Power System	Fully Rechargeable Batteries
Integration With:	
Sensors	✓
Handhelds	✓

DUAL SPACE SMART METER

Cost-effective dual-space meter with dedicated Left & Right buttons ideal for cities with lower rates or installing meters for the first time.

FEATURES	
# of Spaces Managed	2
Type of Keypad	6-button
ADA Compliance	✓
Available Payment Methods	
Coins	✓
Credit/Debit Cards	✓
Smart Cards	✓
Tokens	✓
Mobile Payments	✓
NFC Payments	Optional
PCI Compliance	✓
Wireless Communications	✓ (4G & LoRa)
Power System	Fully Rechargeable Batteries
Integration With:	
Sensors	✓
Handhelds	✓



**KEY BENEFIT: Dual-space configuration
saves money on mechanisms and
 housings!**



KEY BENEFIT: The "Smartest" coin-only meter on the market can communicate wirelessly today and can accept credit cards in the future!

COIN ONLY PARKING METER

In the tradition of the legendary Duncan Eagle meter, this meter uses the modern LNG platform. It can operate as a wireless coin-only meter and can be upgraded to accept credit cards.

FEATURES	
# of Spaces Managed	1
Type of Keypad	None
ADA Compliance	✓
Available Payment Methods	
Coins	✓
Credit/Debit Cards	Upgradeable
Smart Cards	Upgradeable
Tokens	✓
Mobile Payments	Optional
NFC Payments	Upgradeable
PCI Compliance	Upgradeable
Wireless Communications	Optional (LoRa)
Power System	Fully Rechargeable Batteries
Integration With:	
Sensors	Optional
Handhelds	Optional

COMPARISON CHART

Whether you are upgrading your old coin-only meters, installing meters for the first time, starting to accept credit cards, or looking for innovative solutions to manage more than one space, the Liberty Next Gen Smart Meter is the most advanced and affordable option.

All LNG meters are aesthetically pleasing, ADA compliant without having to cut your poles, do not charge credit card transaction fees, offer a five-year battery guarantee, display mobile payments within seconds without draining the battery, and integrate with our high-accuracy sensors and AutoISSUE Enforcement Software for guided enforcement.

Pick the right model for your City today, with the comfort of knowing that when your needs change in the future, the LNG will still be the right choice for tomorrow.

FEATURES

of Spaces Managed

Type of Keypad

ADA Compliance

Available Payment Methods

Coins

Credit/Debit Cards

Smart Cards

Tokens

Mobile Payments

NFC Payments

PCI Compliance

Wireless Communications

Power System

Integration With:

Sensors

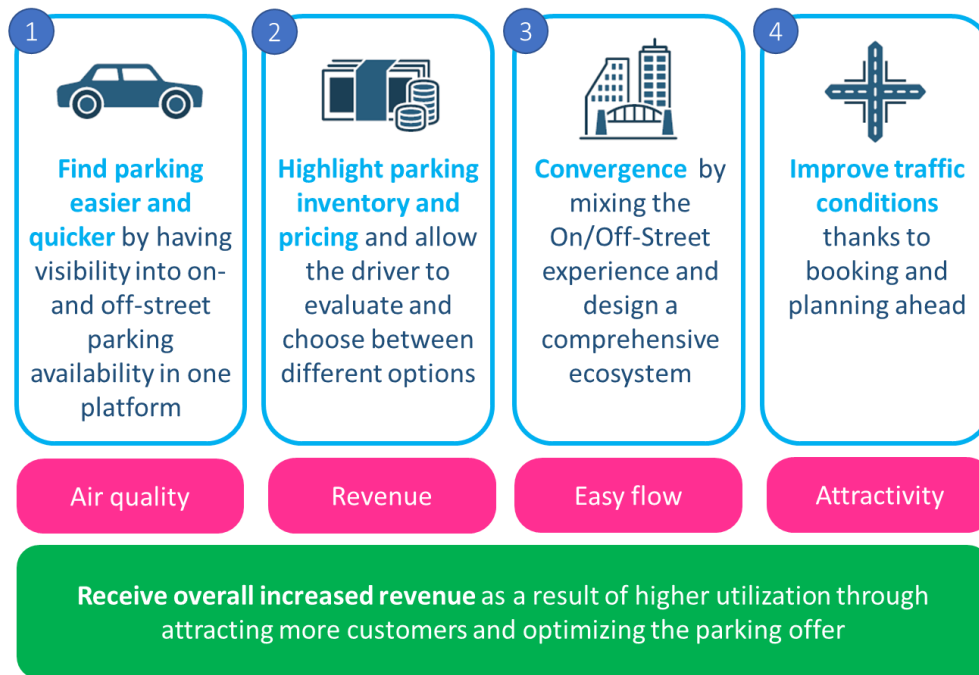
Handhelds

		
SINGLE SPACE	DUAL SPACE	COIN ONLY
1	2	1
4-button	6-button	None
✓	✓	✓
✓	✓	✓
✓	✓	✓
✓	✓	✓
✓	✓	✓
Optional	Optional	Upgradeable
✓	✓	Upgradeable
✓	✓	Optional
(4G & LoRa)	(4G & LoRa)	Optional
Fully Rechargeable Batteries	Fully Rechargeable Batteries	Upgradeable
✓	✓	Optional
✓	✓	Optional

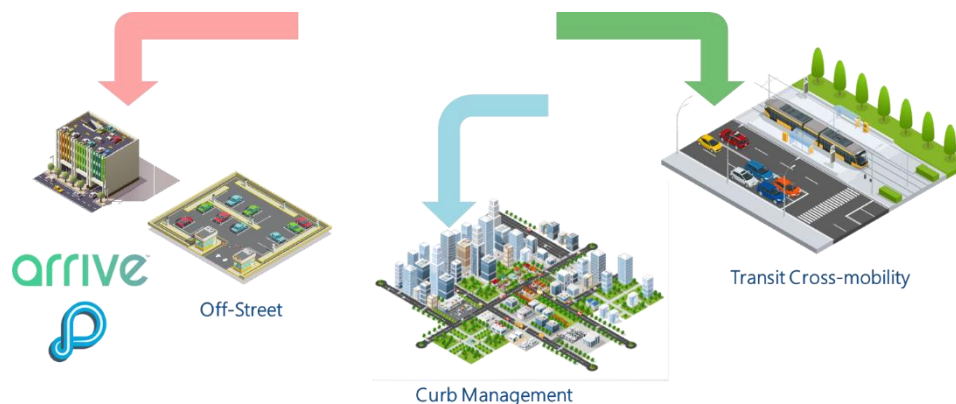
Flowbird Mobile App

Whether it is during initial deployment of the pay stations/meters or at a later date in the future, we can deliver the Flowbird mobile app as an alternative payment app in Spokane. Several cities in the US are considering offering two or more mobile payment options so our app can be deployed alongside the Passport app. Below are some details on the Flowbird app.

The Flowbird app platform features four key elements focused on sustainability, positive City revenues, improved traffic flow, and an overall better parking experience.

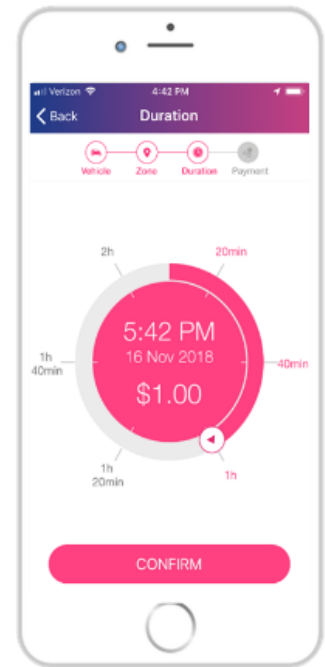


Together with our reservations system provider, Arrive, Flowbird provides an integrated solution that can also incorporate transit information and fare payments, delivering a comprehensive mobility experience.



The **Flowbird app** is designed to be very user friendly for the both the end users and City administrators. Key features of the app for end users include:

- White label option to showcase City colors and branding
- Payment and account management through iPhone, Android, mobile web, or desktop web
- Password protected access but integrated with Touch ID so users can just use their thumb print to access the system on the mobile device.
- Unlimited amount of plates can be entered into the system per user
- Multiple credit cards can be on file for each user
- GPS based, no need for the end user to type in a meter or zone code. They just select the location from the map provided in the app.
- Time expiration notification with ability for the end use to customize the alert time
- Extend from anywhere up to the maximum time limit
- Expiration alerts and time extension from the Apple Watch
- Bookmarks feature saves your favorite parking locations to make transactions quicker for users that always park in the same locations
- Find my car feature provides walking directions back to the location where the end user made his/her original transaction
- Validation codes option allows the City or local merchants to distribute validation codes to app users so they do not have to pay for parking
- Real-time parking availability display
- Off-street parking reservations integrated with City owned and private garages and lots
- Fleet management system allows businesses to enter one credit card for the whole fleet of vehicles
- E-wallet allowing users to load up money on an account and save money on transaction fees
- Ability to offer transit fare payments and parking payments together on the same app



SAMPLE BACK-OFFICE PARKING MANAGEMENT REPORTS

Sample of CWT WebOffice Reports

Purchases

This screen shows the purchases, by meter, for coins and cards on a specified date.

Terminal ID	Location	Node	Purchase Date Local	Amount	Article Name	Article ID	Tariff Package Name
BWYL2002	Berkeley Way Lot-Bkly	USPL Route	4/11/2012 7:12:59 PM	2.00	Purchase migration	0	Tariff Package 0
BWYL2002	Berkeley Way Lot-Bkly	USPL Route	4/11/2012 7:12:26 PM	2.10	Purchase migration	0	Tariff Package 0
BWYL2002	Berkeley Way Lot-Bkly	USPL Route	4/11/2012 7:01:58 PM	3.10	Purchase migration	0	Tariff Package 0
BWYL2004	Berkeley Way Lot-Bkly	USPL Route	4/11/2012 7:00:21 PM	0.50	Purchase migration	0	Tariff Package 0
BWYL2004	Berkeley Way Lot-Bkly	USPL Route	4/11/2012 6:58:23 PM	1.50	Purchase migration	0	Tariff Package 0
BWYL2004	Berkeley Way Lot-Bkly	USPL Route	4/11/2012 6:58:19 PM	1.50	Purchase migration	0	Tariff Package 0
BWYL2004	Berkeley Way Lot-Bkly	USPL Route	4/11/2012 6:56:35 PM	2.50	Purchase migration	0	Tariff Package 0
BWYL2004	Berkeley Way Lot-Bkly	USPL Route	4/11/2012 6:56:09 PM	0.75	Purchase migration	0	Tariff Package 0
BWYL2004	Berkeley Way Lot-Bkly	USPL Route	4/11/2012 6:55:37 PM	1.50	Purchase migration	0	Tariff Package 0
BWYL2004	Berkeley Way Lot-Bkly	USPL Route	4/11/2012 6:54:56 PM	3.00	Purchase migration	0	Tariff Package 0
BWYL2004	Berkeley Way Lot-Bkly	USPL Route	4/11/2012 6:52:57 PM	1.50	Purchase migration	0	Tariff Package 0
BWYL2006	Berkeley Way Lot-Bkly	USPL Route	4/11/2012 6:52:14 PM	1.50	Purchase migration	0	Tariff Package 0
BWYL2006	Berkeley Way Lot-Bkly	USPL Route	4/11/2012 6:50:07 PM	0.75	Purchase migration	0	Tariff Package 0
BWYL2002	Berkeley Way Lot-Bkly	USPL Route	4/11/2012 6:49:23 PM	2.50	Purchase migration	0	Tariff Package 0
BWYL2004	Berkeley Way Lot-Bkly	USPL Route	4/11/2012 6:47:13 PM	2.50	Purchase migration	0	Tariff Package 0

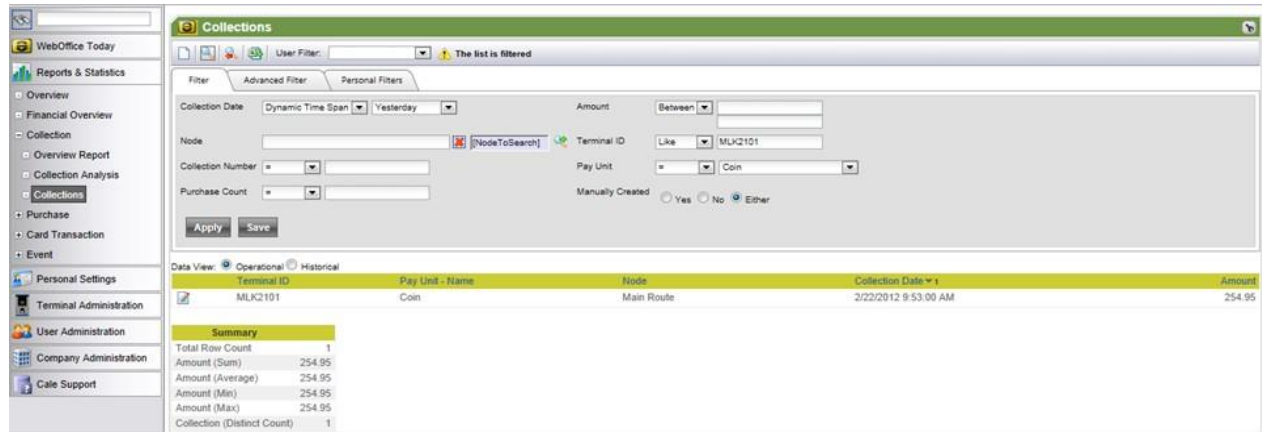
Financial Overview

This shows the aggregated terminal sales for a 7-day period. The time period is adjustable.

Terminal ID	Location	Node	Coin Balance	Purchase Amount	Purchase Count	Currency
4TH2002	2002 4th St	USPL Route	58.85	85.50	45	USD
AB2601	2601 Ashby Ave	Elmwood On-Street	75.60	335.10	312	USD
AB2602	2602 Ashby Ave	Elmwood On-Street	135.50	248.60	232	USD
ADDI1901	1901 Addison St	Main Route	149.10	92.10	105	USD
ADDI1902	1902 Addison St	Main Route	195.25	241.90	224	USD
ADDI1903	1903 Addison St	Main Route	30.40	186.65	155	USD
ADDI1904	1904 Addison St	Main Route	185.45	237.30	198	USD
ADDI1906	1906 Addison St	Main Route	213.00	181.05	147	USD
ADDI2001	2001 Addison St	Main Route	39.05	88.10	52	USD
ADDI2002	2002 Addison St	Main Route	129.95	146.60	74	USD
ADDI2003	2003 Addison St	Main Route	157.45	324.50	184	USD
ADDI2004	2004 Addison St	Main Route	11.50	282.50	153	USD
ADDI2006	2006 Addison St	Main Route	207.00	481.15	265	USD
ADDI2101	2101 Addison St	Main Route	60.75	247.35	184	USD
ADDI2102	2102 Addison St	Main Route	243.65	300.50	230	USD
Total			29790.70	57,763.90	37,832	

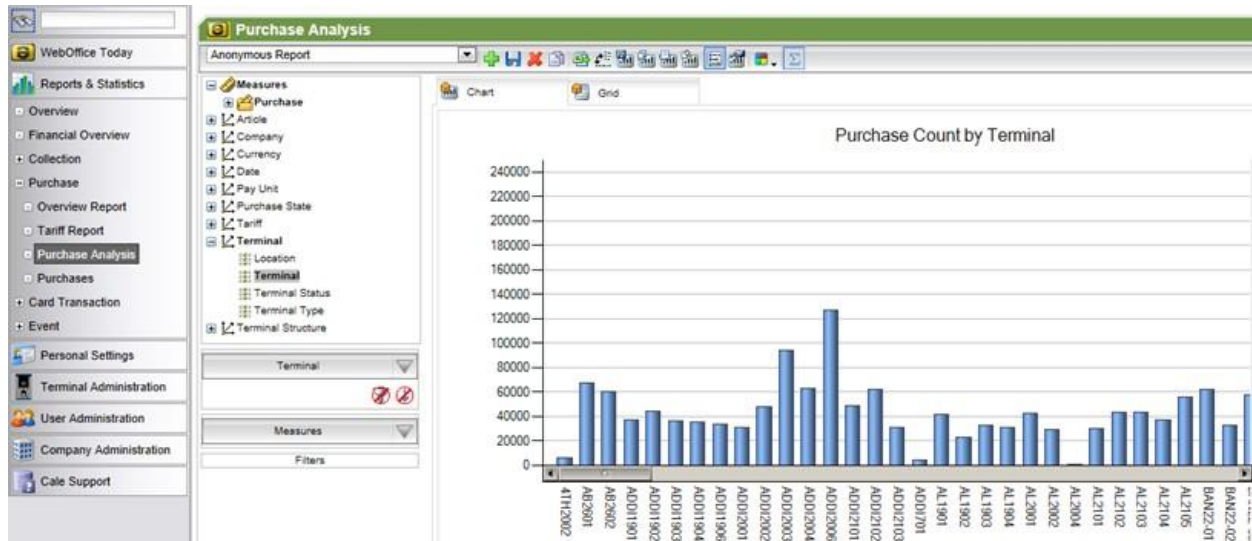
Collections

This screen shows the collection information from a specific terminal.



Purchase Analysis

This bar chart shows purchase counts, by terminal.



Collection Overview Report

This report shows an overview of meters collections sorted by dates (2/1/12 to 2/29/12) then pay units (coin and credit card).



Unresolved Alarms

This lists any meter that may have an unresolved issue (paper near end, door opened, full coin vault, etc.)

Unresolved Alarms									
Status ID	Terminal ID	Location	Node	Last Comm Date Local	Event Date	Event Level - Name	Event Code - Name	Hardware Unit - Name	Active Events
SCEN1001	1801 Scenic Ave	Euclid-Hearst Route	2/23/2012 11:32:06 AM	2/21/2012 3:54:57 PM	Warning	Paper near end	Printer	Cabinet door (units on door)	Active Events
CEN11907	1907 Center St	Main Route	2/23/2012 9:13:06 AM	2/23/2012 9:05:24 AM	Warning	Door opened	Printer	Cabinet door (units on door)	Active Events
HAR2201	2201 Harold Way	Main Route	2/23/2012 11:42:40 AM	2/22/2012 10:45:23 AM	Warning	Paper near end	Printer	Cabinet door (units on door)	Active Events
MLK2102	2102 MLK Jr Way	Main Route	2/23/2012 11:40:05 AM	2/22/2012 4:08:17 PM	Warning	Paper near end	Printer	Cabinet door (units on door)	Active Events
DUR2504	2504 Durant Ave	Telegraph Route	2/23/2012 11:38:13 AM	2/22/2012 4:50:17 PM	Warning	Paper near end	Printer	Cabinet door (units on door)	Active Events

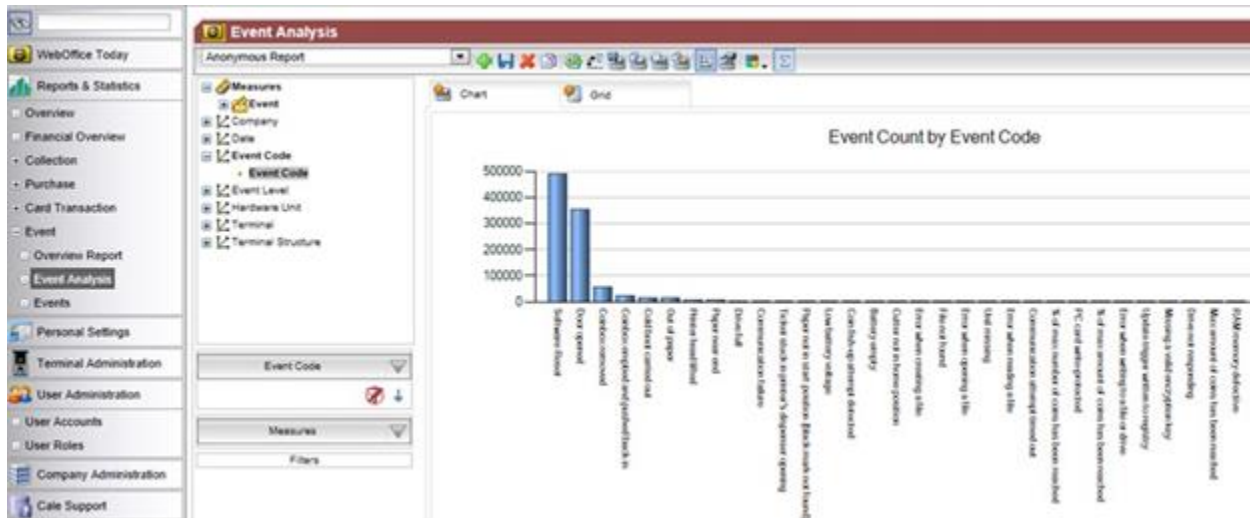
Events Report

This report lists events (door opened, coin collection, etc) from any terminal, for a user-defined period of time.

Terminal ID	Route	Event Date/Location	Event Code - Name	Event Level - Name	Hardware Unit - Name	User Account - User ID
BANK2-01	Telegraph Route	4/12/2012 7:37:43 AM	Door opened	Reset Alarm	Cabinet door (units on door)	
BANK2-01	Telegraph Route	4/12/2012 7:37:52 AM	Door opened	Warning	Cabinet door (units on door)	
BANK2-03	Telegraph Route	4/12/2012 7:35:58 AM	Door opened	Reset Alarm	Cabinet door (units on door)	
BANK2-03	Telegraph Route	4/12/2012 7:35:42 AM	Door opened	Warning	Cabinet door (units on door)	
BANK2-01	Telegraph Route	4/12/2012 7:35:54 AM	Door opened	Reset Alarm	Cabinet door (units on door)	
BANK2-01	Telegraph Route	4/12/2012 7:34:47 AM	Door opened	Warning	Cabinet door (units on door)	
BANK2-02	Telegraph Route	4/12/2012 7:34:54 AM	Door opened	Reset Alarm	Cabinet door (units on door)	
BANK2-02	Telegraph Route	4/12/2012 7:34:62 AM	Door opened	Warning	Cabinet door (units on door)	
BANK2-04	Telegraph Route	4/12/2012 7:33:39 AM	Door opened	Reset Alarm	Cabinet door (units on door)	
BANK2-04	Telegraph Route	4/12/2012 7:33:13 AM	Door opened	Warning	Cabinet door (units on door)	
BANK2-06	Telegraph Route	4/12/2012 7:32:51 AM	Door opened	Reset Alarm	Cabinet door (units on door)	
BANK2-06	Telegraph Route	4/12/2012 7:32:34 AM	Door opened	Warning	Cabinet door (units on door)	
BANK2-02	Telegraph Route	4/12/2012 7:31:19 AM	Door opened	Reset Alarm	Cabinet door (units on door)	
BANK2-02	Telegraph Route	4/12/2012 7:30:54 AM	Door opened	Warning	Cabinet door (units on door)	
BANK2-04	Telegraph Route	4/12/2012 7:30:11 AM	Door opened	Reset Alarm	Cabinet door (units on door)	

Event Analysis

This graph shows all event codes by event count, for a user-defined period of time.



Credit Card End of Day Report

This list shows the end of day status of specific credit card deposits for a user-defined timeframe.

End of Day List													
End Of Day	Merchant ID	Visa	Visa US	Mastercard	Mastercard US	Other	Other US	Total	Total US	Currency	Current ID	Company	Name
1/18/2013	325024118895	845.55	431	222.25	114	0	0	1387.8	845.55	USD		Berkley	(City of)
1/18/2013	325024129992	91.8	43	18.9	11	0	0	130.7	94.54	USD		Berkley	(City of)
1/18/2013	325024130990	43.5	36	6	0	0	0	48.5	42	USD		Berkley	(City of)
1/18/2013	325024131996	12	4	0	0	0	0	12	4	USD		Berkley	(City of)
1/18/2013	325024132996	294.3	138	87.6	40	0	0	561.9	179	USD		Berkley	(City of)
1/18/2013	325024133994	88.1	41	32.1	17	0	0	112.2	58	USD		Berkley	(City of)
1/18/2013	325024134992	25.2	11	5.8	2	0	0	26.8	13	USD		Berkley	(City of)
1/18/2013	325024135999	12.6	7	3.3	2	0	0	15.9	8	USD		Berkley	(City of)
1/18/2013	325024136997	211.3	87	48.9	17	0	0	281.2	84	USD		Berkley	(City of)
1/18/2013	325024118895	3652.9	2087	947.8	811	0	0	4891.7	2518	USD		Berkley	(City of)
1/18/2013	325024129992	326	183	198.8	81	0	0	432.8	214	USD		Berkley	(City of)
1/18/2013	325024130990	288.2	236	75.8	88	0	0	342	298	USD		Berkley	(City of)
1/18/2013	325024131996	15	7	7.5	3	0	0	22.5	10	USD		Berkley	(City of)
1/18/2013	325024132996	1316.55	713	387.8	178	0	0	1924.35	883	USD		Berkley	(City of)
1/18/2013	325024133994	482.85	288	137.1	60	0	0	819.15	348	USD		Berkley	(City of)

Credit Card Transactions Report

This shows the details of every credit card transaction. Note: no one has access to complete credit card number information. Cale is PCI Level 1 certified.

Card Transactions													
Terminal	Terminal ID	Merchant ID	Expiration Date	Amount	Process Status	Name	Date Created	Currency	Name	Transaction Status	Name	Company	Name
HE2502	5401009030	1211		3	Authenticated		4/12/2012 7:54:29 AM	American Dollar	Authenticated			4/12/2012	325024129992
MIL2101	4217887899	1681		1.75	Authenticated		4/12/2012 7:54:47 AM	American Dollar	Authenticated			4/12/2012	325024118895
501001	4217887899	1402		2.65	Authenticated		4/12/2012 7:53:45 AM	American Dollar	Authenticated			4/12/2012	325024118895
BAK25-03	4417127858	1301		3	Authenticated		4/12/2012 7:52:31 AM	American Dollar	Authenticated			4/12/2012	325024132996
BAK27-01	5401009030	1413		3	Authenticated		4/12/2012 7:51:42 AM	American Dollar	Authenticated			4/12/2012	325024132996
MIL2001	4427439248	1408		1.5	Authenticated		4/12/2012 7:51:19 AM	American Dollar	Authenticated			4/12/2012	325024118895
MIL2102	4217887899	1681		0.7	Authenticated		4/12/2012 7:51:05 AM	American Dollar	Authenticated			4/12/2012	325024118895
OX2204	5401009030	1213		2.65	Authenticated		4/12/2012 7:50:48 AM	American Dollar	Authenticated			4/12/2012	325024118895
OX2003	4340584124	1503		3.5	Authenticated		4/12/2012 7:49:46 AM	American Dollar	Authenticated			4/12/2012	325024118895
UNIV2104	4430409832	1406		1.4	Authenticated		4/12/2012 7:49:38 AM	American Dollar	Authenticated			4/12/2012	325024118895
HE2202	4326309423	1302		1.5	Authenticated		4/12/2012 7:48:58 AM	American Dollar	Authenticated			4/12/2012	325024129992
BAK27-01	4888949352	1501		3	Authenticated		4/12/2012 7:48:36 AM	American Dollar	Authenticated			4/12/2012	325024132996
DUR2801	4840187453	1401		3	Authenticated		4/12/2012 7:48:23 AM	American Dollar	Authenticated			4/12/2012	325024132996
BAK26-03	4268842218	1206		8.8	Authenticated		4/12/2012 7:48:29 AM	American Dollar	Authenticated			4/12/2012	325024132996
ADD2102	4147209186	1208		1.75	Authenticated		4/12/2012 7:44:15 AM	American Dollar	Authenticated			4/12/2012	325024118895

Uncollected Terminals Report

This report shows where terminals have not been collected for since a specified number of days. The number of days is adjustable.

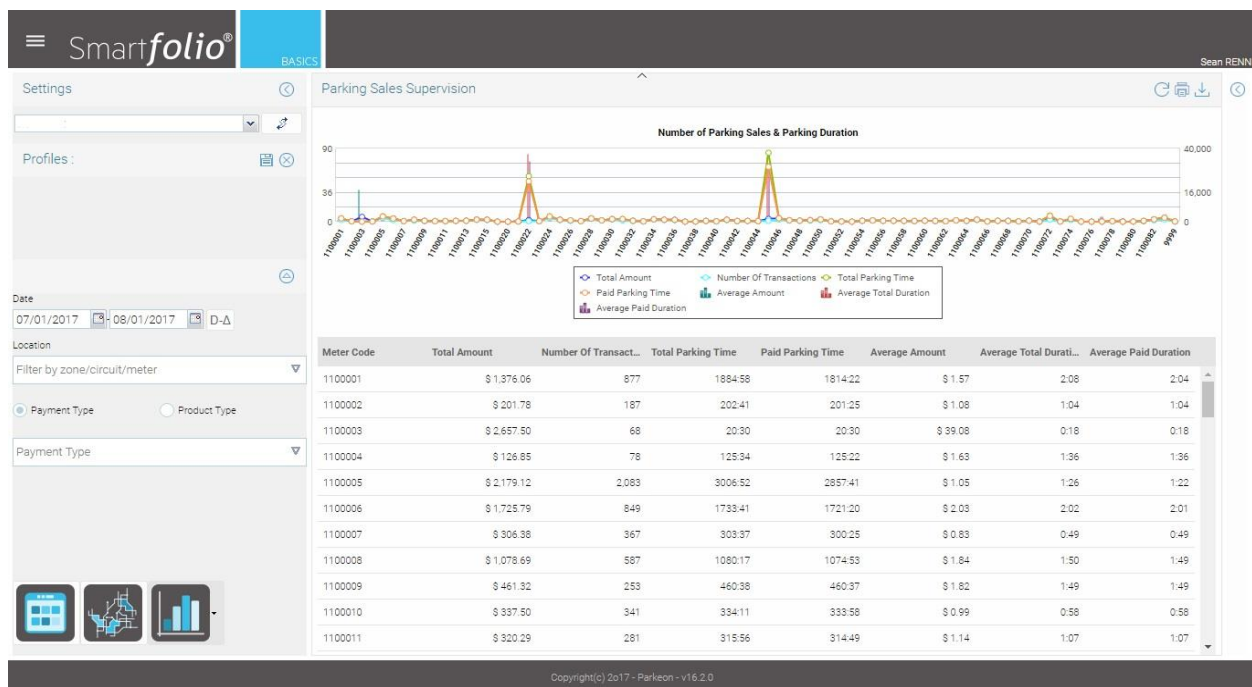
Terminal - Terminal ID	Pay Unit - Name	Days since Collection	Collection Date
386411	Card	62	2/29/2012 11:58:00 PM
528501	Card	62	2/29/2012 11:58:00 PM
490110	Card	62	2/29/2012 11:58:00 PM
385401	Card	62	2/29/2012 11:58:00 PM
924208	Card	62	2/29/2012 11:58:00 PM
206602	Card	62	2/29/2012 11:58:00 PM
313103	Card	62	2/29/2012 11:58:00 PM
252401	Card	62	2/29/2012 11:57:00 PM
472115	Card	62	2/29/2012 11:57:00 PM
487122	Card	62	2/29/2012 11:56:00 PM
238410	Card	62	2/29/2012 11:56:00 PM
924212	Card	62	2/29/2012 11:56:00 PM
452204	Card	62	2/29/2012 11:56:00 PM
513508	Card	62	2/29/2012 11:56:00 PM
389602	Card	62	2/29/2012 11:55:00 PM

Sample of Strada Smartfolio Reports

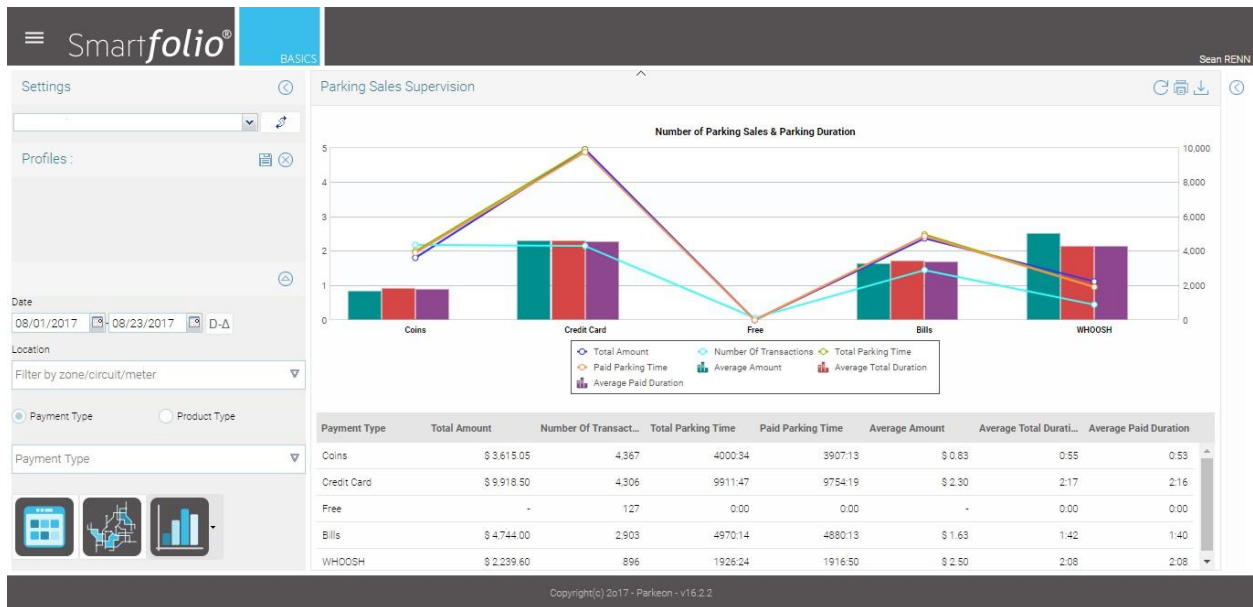
Dashboard Reports



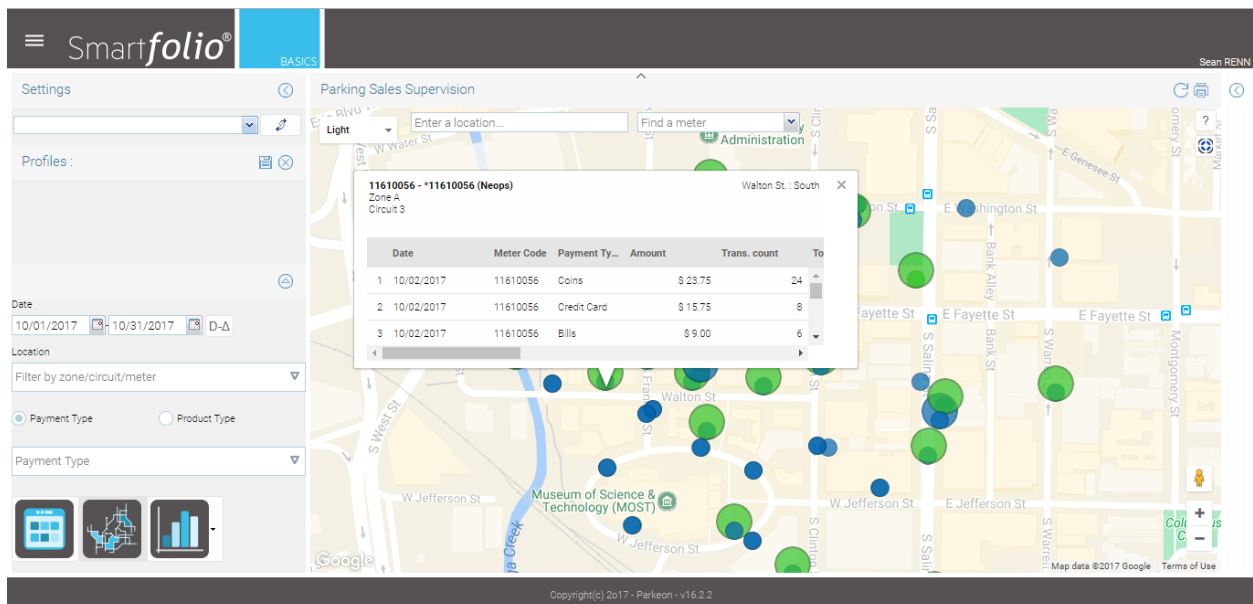
Transaction and Revenue Activity by Pay Station



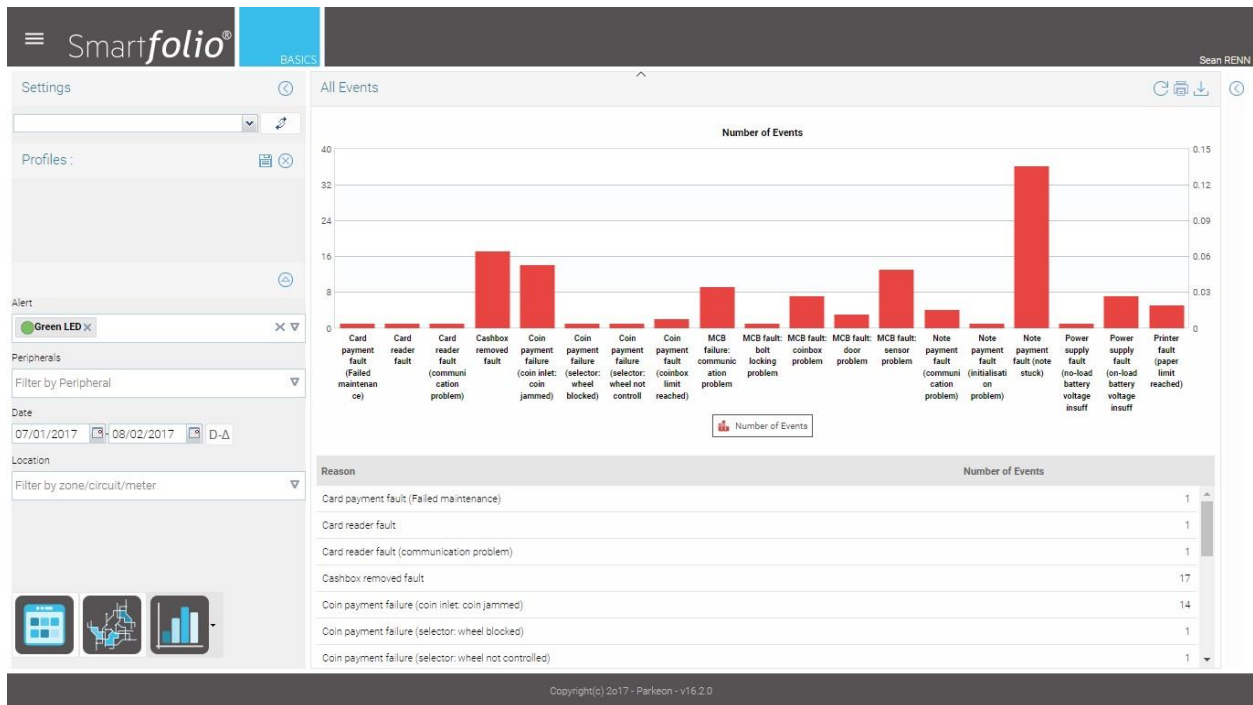
Transaction and Revenue Activity by Payment Type



Parking Activity on Google Maps



Maintenance Alerts by Reason



Maintenance Alerts by Pay Station - Current

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Settings

Profiles :

Alert: Failure, Defect, Critical Battery, Critical transaction

Peripherals: Filter by Peripheral

Location: Filter by zone/circuit/meter

Maintenance Alerts

Meter Code	GSM covera...	Battery	Tickets Rem...	Last comm. date	Category Code	Start date time	Reason
1 700044	19	11.611V	3,095	12/14/2016 11:57...		12/14/2016 11:54:30 am 12/14/2016 11:55:35 am	MCB fault: bolt locking problem MCB fault: bolt unlocking problem
2 700022	28	10.982V	5,602	10/13/2017 10:14...		10/10/2017 12:54:38 pm	Note payment fault (note stuck)
3 700043	30	12.069V	133	10/13/2017 7:20:1...		10/12/2017 1:49:08 pm	Printer fault (paper limit reached)
4 700037	31	12.526V	11	10/13/2017 10:14...		10/11/2017 11:56:47 am	Printer fault (paper limit reached)
5 700030	31	12.240V	47	10/13/2017 10:14...		10/11/2017 11:30:03 am	Printer fault (paper limit reached)
6 700019	31	12.698V	4,449	10/13/2017 10:10...		10/3/2017 1:32:23 pm	MCB fault: coinbox problem
7 700026	20	12.069V	1,560	9/27/2017 4:20:53 ...		10/11/2016 11:08:26 am	Banknote reader sensor problem
8 700032	31	12.469V	3,373	10/13/2017 10:14...		10/11/2017 3:24:47 pm	Note payment fault (note stuck)
9 700036	17	12.355V	184	6/10/2016 10:15:1...		NA	

Page 1 of 1 9 records restore

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Maintenance Activity by Pay Station

Smartfolio®

BASICS

Settings

Profiles :

Peripherals

Filter by Peripheral

Date

10/01/2017 10/13/2017 D-A

Location

Filter by zone/circuit/meter

Maintenance Progress

Meter Date Time

Meter Code

Peripheral

Reason

Meter Desc

Agent code

Zone Desc

Circ

Meter Code: 700007 (2 records)

1

10/06/2017 09:51 am

700007

Printer

Printing a programming test ticket (No. 019)

*700007 (Neops)

0

Zone 1

C

2

10/06/2017 09:51 am

700007

Main Board

Display and cancelling of red failure LEDs (No. 096)

*700007 (Neops)

0

Zone 1

C

Meter Code: 700010 (2 records)

3

10/03/2017 12:05 pm

700010

Printer

Printing a programming test ticket (No. 019)

*700010 (Neops)

0

Zone 1

C

4

10/03/2017 12:05 pm

700010

Main Board

Display and cancelling of red failure LEDs (No. 096)

*700010 (Neops)

0

Zone 1

C

Meter Code: 700018 (2 records)

5

10/10/2017 12:23 pm

700018

Main Board

Display and cancelling of green warning LEDs (No. 097)

*700018 (Neops)

0

Zone 1

C

6

10/10/2017 12:27 pm

700018

Main Board

Device initialisation (No. 080)

*700018 (Neops)

0

Zone 1

C

Meter Code: 700023 (5 records)

7

10/02/2017 02:27 pm

700023

Main Board

Display and cancelling of red failure LEDs (No. 096)

*700023 (Neops)

0

Zone 1

C

8

10/02/2017 02:29 pm

700023

Main Board

Display and cancelling of red failure LEDs (No. 096)

*700023 (Neops)

0

Zone 1

C

9

10/03/2017 10:33 am

700023

Printer

Printing a programming test ticket (No. 019)

*700023 (Neops)

0

Zone 1

C

10

10/03/2017 10:33 am

700023

Main Board

Display and cancelling of red failure LEDs (No. 096)

*700023 (Neops)

0

Zone 1

C

11

10/03/2017 02:18 pm

700023

Printer

Printing a programming test ticket (No. 019)

*700023 (Neops)

0

Zone 1

C

Meter Code: 700028 (2 records)

12

10/02/2017 02:22 pm

700028

Printer

Printing a programming test ticket (No. 019)

*700028 (Neops)

0

Zone 1

C

13

10/02/2017 02:22 pm

700028

Main Board

Display and cancelling of red failure LEDs (No. 096)

*700028 (Neops)

0

Zone 1

C

Page 1 of 1

17 records

restore

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Collection Totals by Zone

Smartfolio®

BASICS

Settings

Profiles :

Collection status

ok

Location

Filter by zone/circuit/meter

Collection Results

Total Amount Collected & Number of Collect

50,000

40,000

30,000

20,000

10,000

0

90

72

54

36

18

0

Belknap

Broadway

Central

Chapel St.

Chestnut St.

Fine Payment

First St.

Fourth St.

Hale St.

Henry Law

Inactive

Indoor Pool

Locust St.

Main St.

Orchard

Orchard Street Garage

School

Second St.

St. Thomas

Third St.

Train Lot

Washington

Total Amount

Number Of Collect

Circuit Desc

Total Amount

Number Of Collect

Belknap

\$ 3,031.85

5

Broadway

\$ 478.55

2

Central

\$ 44,099.15

87

Chapel St.

\$ 550.25

1

Chestnut St.

\$ 1,023.70

4

Fine Payment

\$ 6,525.70

2

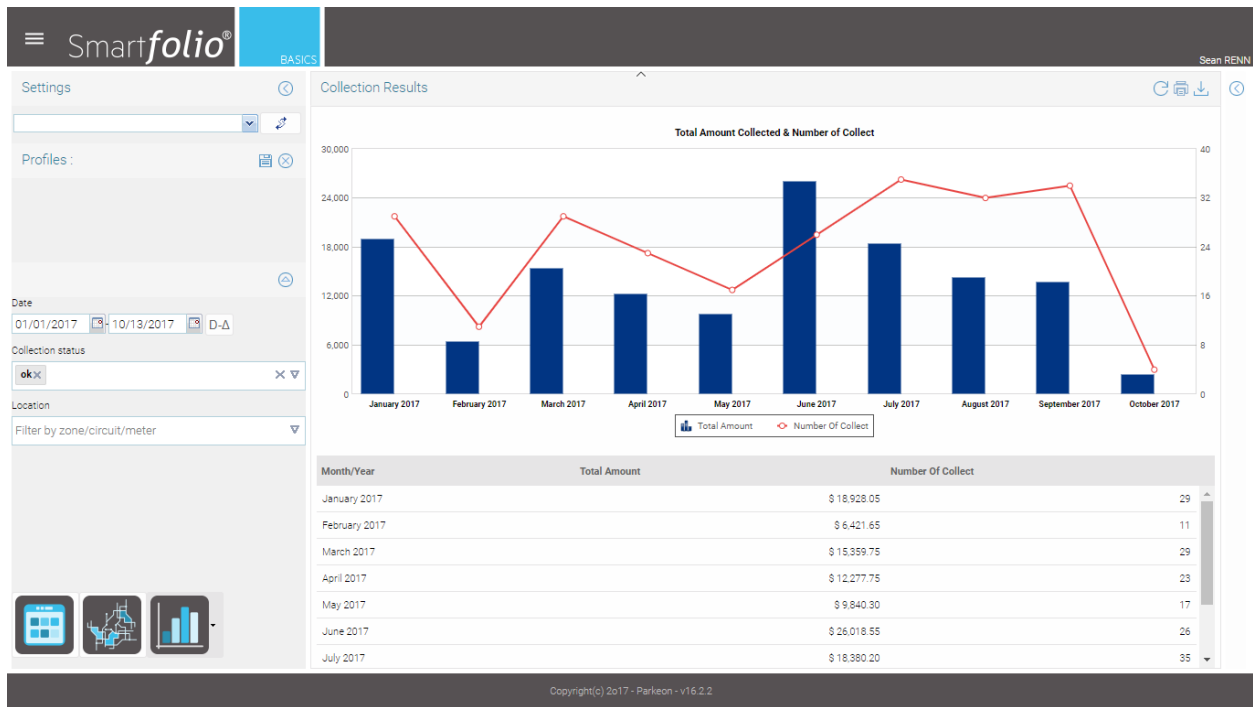
First St.

\$ 2,979.05

5

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Collection Totals by Month



Collection Details by Pay Station

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Settings

Profiles :

Date: 09/01/2017 - 10/13/2017 D-Δ

Collection status: ok

Location: Filter by zone/circuit/meter

Collection Results

	Meter Date Time	Meter Code	Collection num...	Trans. count	Payment Type	Amount	Address	Circuit Desc	Date	Month
1	09/05/2017 06:49 ...	1100050	11	706	Coins	\$ 660.35	53 Washington Stret	Washington	09/05/2017	September
2	09/05/2017 06:54 ...	1100021	2	477	Coins	\$ 550.25	7 Chapel Street	Chapel St.	09/05/2017	September
3	09/05/2017 06:59 ...	1100036	9	567	Coins	\$ 571.60	30 Third Street	Third St.	09/05/2017	September
4	09/05/2017 07:08 ...	1100034	16	666	Coins	\$ 579.30	472 Central Ave	Central	09/05/2017	September
5	09/05/2017 07:18 ...	1100012	10	779	Coins	\$ 567.90	314 Central Avenue	Central	09/05/2017	September
6	09/05/2017 07:24 ...	1100070	8	982	Coins	\$ 584.05	2 Hale Street	Hale St.	09/05/2017	September
7	09/12/2017 10:23 ...	1100014	18	1	Coins	\$ 0.25	364 Central Ave	Central	09/12/2017	September
8	09/12/2017 10:30 ...	1100020	1	498	Coins	\$ 407.90	432 Central Ave	Central	09/12/2017	September
9	09/12/2017 10:47 ...	1100016	18	668	Coins	\$ 527.85	400 Central Ave	Central	09/12/2017	September
10	09/12/2017 11:04 ...	1100015	16	2	Coins	\$ 2.25	386 Central Ave	Central	09/12/2017	September
11	09/12/2017 11:34 ...	1100018	1	364	Coins	\$ 328.50	420 Central Ave	Central	09/12/2017	September
12	09/12/2017 12:52 ...	1100029	12	1	Coins	\$ 0.25	451 Central Ave	Central	09/12/2017	September
13	09/12/2017 01:38 ...	1100036	10	57	Coins	\$ 65.25	30 Third Street	Third St.	09/12/2017	September
14	09/12/2017 01:55 ...	1100063	9	562	Coins	\$ 536.25	7 Second Street	Second St.	09/12/2017	September
15	09/12/2017 03:04 ...	1100035	11	704	Coins	\$ 644.35	16 Third Street	Third St.	09/12/2017	September
16	09/12/2017 03:23 ...	1100036	14	0	Coins	\$ 0.00	30 Third Street	Third St.	09/12/2017	September
17	09/12/2017 03:28 ...	1100063	10	0	Coins	\$ 0.00	7 Second Street	Second St.	09/12/2017	September

Page 1 of 1 | 38 records | \$ 16,138.15

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Collection Details by Individual Collection

Collection Report



Meter 11700133
06:24 am 10/02/2017
Collect Nb 28

Amount : \$ 129.50

value	quantity	Total
\$ 0.05	56	\$ 2.80
\$ 0.10	87	\$ 8.70
\$ 0.25	472	\$ 118.00
\$ 1.00	0	\$ 0.00

\$ 129.50

Collection Report



Meter 159830
08:16 am 10/02/2017
Collect Nb 170

Amount : \$ 262.00

value	quantity	Total
\$ 1.00	77	\$ 77.00
\$ 5.00	37	\$ 185.00
		\$ 262.00

Rate Configuration – Day Part View

Smartfolio®

BASICS

Sean RENN

Settings

Lot19_ib_Message2

Filters

Periods

☐ CONCERT_EVENT
☒ GAME_8pm

Users

☒ User 1
☐ User 2
☐ User 3
☐ User 4
☐ User 5

Pricings

☒ REJECT
☐ T1
☒ T6

Tariff Editor

Period	From	To	User	Add. Condition	Slot	Pricing / Product
1 In list 'GAME_8pm'	NA	NA	User 1	Area 19	12:00 am -> 02:00..	T6
2 In list 'GAME_8pm'	NA	NA	User 1	NA	12:00 am -> 02:00..	T6
3 In list 'GAME_8pm'	NA	NA	NA	NA	02:00 am -> 02:00..	T9
4 In list 'GAME_8pm'	NA	NA	User 1	Area 19	02:01 am -> 06:00..	REJECT
5 In list 'GAME_8pm'	NA	NA	User 1	NA	02:01 am -> 06:00..	REJECT
6 In list 'GAME_8pm'	NA	NA	User 1	Area 19	06:00 am -> 03:00..	T6_2
7 In list 'GAME_8pm'	NA	NA	User 1	NA	06:00 am -> 03:00..	T6_2
8 In list 'GAME_8pm'	NA	NA	User 1	Area 19	03:00 pm -> 11:00..	T_evt25_1130p
9 In list 'GAME_8pm'	NA	NA	User 1	NA	03:00 pm -> 11:00..	T_evt25_1130p
10 In list 'GAME_8pm'	NA	NA	User 1	Area 19	11:00 pm -> 12:00..	T6
11 In list 'GAME_8pm'	NA	NA	User 1	NA	11:00 pm -> 12:00..	T6
12 Everyday	NA	NA	User 1	Area 19	12:00 am -> 02:00..	T6
13 Everyday	NA	NA	User 1	NA	12:00 am -> 02:00..	T6
14 Everyday	NA	NA	NA	NA	02:00 am -> 02:00..	T9
15 Everyday	NA	NA	User 1	Area 19	02:01 am -> 06:00..	REJECT
16 Everyday	NA	NA	User 1	NA	02:01 am -> 06:00..	REJECT
17 Everyday	NA	NA	User 1	Area 19	06:00 am -> 12:00..	T6

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Rate Configuration – Calendar View

The screenshot displays the Smartfolio Tariff Editor in Calendar View. The main area shows a calendar for Sunday, 10/01/2017, with time slots from 00:00 to 06:00. A yellow box labeled 'T6' is visible in the 01:00 slot. The left sidebar contains filters for Periods, Users, and Pricings. The bottom table lists rules for 'In list 'GAME_8pm'' with conditions for 'Area 19' and 'User 1'.

Period	From	To	User	Add. Condition	Slot	Pricing / Product
1	In list 'GAME_8pm'	NA	User 1	Area 19	12:00 am -> 02:00 am	T6
2	In list 'GAME_8pm'	NA	User 1	NA	12:00 am -> 02:00 am	T6

Rate Configuration – Rule Modification

The screenshot displays the Smartfolio Tariff Editor in Rule Modification View. A 'Modify a Rule' dialog box is open, showing properties for a rule. The dialog includes fields for From/To, Properties (Period, Slot, Add. Condition, User, Pricing / Product), and First paying day. The background shows a list of rules.

Period	From	To	User	Add. Condition	Slot	Pricing / Product
1	In list 'GA					
2	In list 'GA					
3	In list 'GA					
4	In list 'GA					
5	In list 'GA					
6	In list 'GA					
7	In list 'GA					
8	In list 'GA					
9	In list 'GA					
10	In list 'GA					
11	In list 'GA					
12	Everyday					
13	Everyday					
14	Everyday					
15	Everyday					
16	Everyday	NA	User 1			
17	Everyday	NA	User 1			

Rate Configuration – Simulator

Simulator

User: User 1 | Payment: Coins | Version: N-SQUARE | Start Date: 10/01/2017 12:00 | Area: [Area] | Fallback Tariff: []

BY AMOUNTS | BY PERIODS | BY PULSES | PRODUCTS

Add | Delete | Run

Inserted	Paid	Time Paid	End Date	End Time	Status
\$ 3.00	\$ 3.00	00d00h51m26s	10/01/2017	12:51 pm	min amount not reached: 300 < 700
\$ 4.00	\$ 4.00	00d01h08m34s	10/01/2017	01:08 pm	min amount not reached: 400 < 700
\$ 5.00	\$ 5.00	00d01h25m43s	10/01/2017	01:25 pm	min amount not reached: 500 < 700
\$ 6.00	\$ 6.00	00d01h42m51s	10/01/2017	01:42 pm	min amount not reached: 600 < 700
\$ 7.00	\$ 7.00	00d02h00m00s	10/01/2017	02:00 pm	OK
\$ 8.00	\$ 8.00	00d02h17m09s	10/01/2017	02:17 pm	OK
\$ 9.00	\$ 9.00	00d02h34m17s	10/01/2017	02:34 pm	OK

Close

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Training

The Flowbird and CivicSmart team will provide City of Spokane staff members with comprehensive training on both the equipment and the back-office suite. On the following pages please find our training outlines.

PARKING PAY STATION AND SINGLE SPACE METERS CUSTOMER TRAINING OUTLINE



I. Introduction

II. Multi-Space Meter Concept/Single Space Meter Concept

- Definition of Multi-Space and Single Space & Training Goals
- Multi-Space Meter Concept
- Single Space Meter Concept
- Question & Answer Period

III. Hardware Overview

- Introduction to Each Module and its Function Within the System
- Question & Answer Period

IV. Installation Procedure

- Machine Installation
- Commissioning
- Question & Answer Period

V. Theory of Operation

- Solar Power
- Coin System
- Card System
- Question & Answer Period

VI. Troubleshooting

- Using Machine Self-Diagnostics
- Using the “Theory of Operation” to Diagnose Faults
- Question & Answer Period

VII. Preventative Maintenance

- Preventative Maintenance
- Biannual Preventative Maintenance
- Question & Answer Period

VIII. Meter Application Software (On-site Programming)

- Initialization

- RAM/ Flash Memory Rate Changes
- Question & Answer Period

IX. Receipts & Enforcement Procedures

- User Receipts
- Collection Receipts
- Enforcement Procedures
- Question & Answer Period

X. Collections Procedures

- Cash Collection
- Credit Card Data Collection
- Question & Answer Period

XI. Software Modification and/or Upgrade

- Configuration changes
- Question & Answer Period

XII. Meters and Parts Ordering Procedures (Inventory)

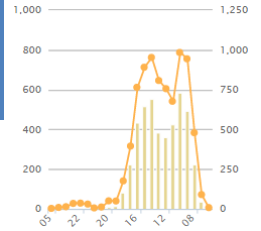
- Machine Order Worksheet
- Spares Order Worksheet
- Question & Answer Period

XIII. Peripheral Support Systems

- Back-Office Parking Management Tools
 - Set Up and Maintenance of User Passwords
 - Programming Changes
 - System Monitoring and Auditing
 - Raw Data File Collection
 - Credit Card File Analysis
 - Use of Financial and Statistical Capability
 - Reports
 - Question & Answer Period

XIV. Wrap-up & Final Question & Answer Period

BACK-OFFICE DATA MANAGEMENT SUITE CUSTOMER TRAINING OUTLINE



I. Terms

- Home screen
- Dashboard
- Workspaces

II. Workspaces

- Dashboard
 - Dashboard Manipulation
 - Opening, Settings, Refresh, Closing
- Maintenance
 - Terminals Out of Order
 - Maintenance Performed
 - Action Required
 - Consumables
 - Communication problems
- Financial
 - Cash In Terminals
 - Cash Collections
 - Parking Activity
 - Ticket Sales Analysis
 - Transactions
 - Mappable Stats
- Maintenance Workspace
 - Maintenance Alerts
 - Maintenance Progress
 - Sales Infrastructure Supervisor
- Collection Management Workspace
 - Collection Alerts
 - Collection Progress
 - Collection Results
- Transaction Workspace
 - Meter Transaction History
 - Parking Sales Supervision
- Pay By Space Workspace
 - Park Occupancy, Historical Occupancy
 - Enforcement Sessions



Management Proposal

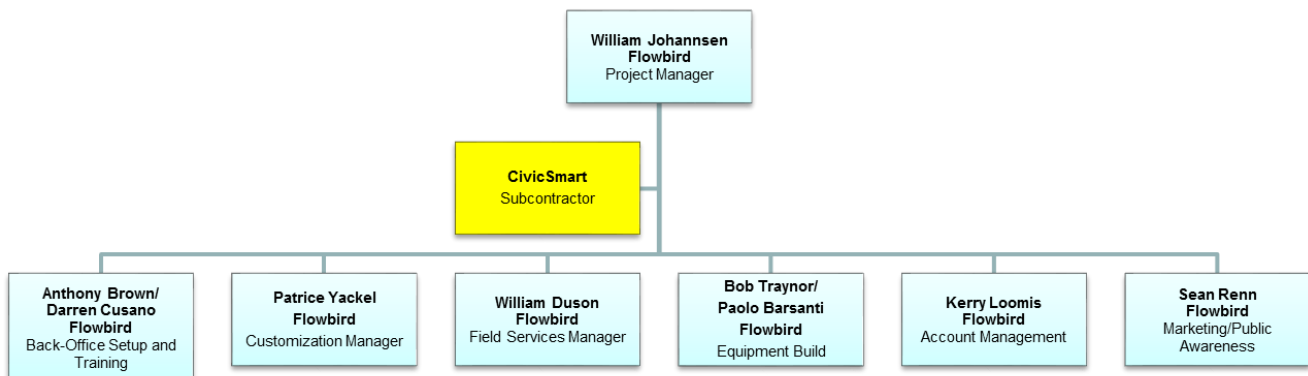
A. Project Management

1. Project Team Structure/Internal Controls

Flowbird will assign one main project manager/point of contact to manage the project. This project manager is surrounded by a strong support system providing the City with a high attention level concerning all aspects of the project – quality control, project control, and document control.

The Project Manager will be supported by Flowbird’s Director of Business Development, Kerry Loomis, who will be the City’s main commercial contact. Kerry will work with the City on contract execution and will continue as the City’s main contact after the project is fully implemented.

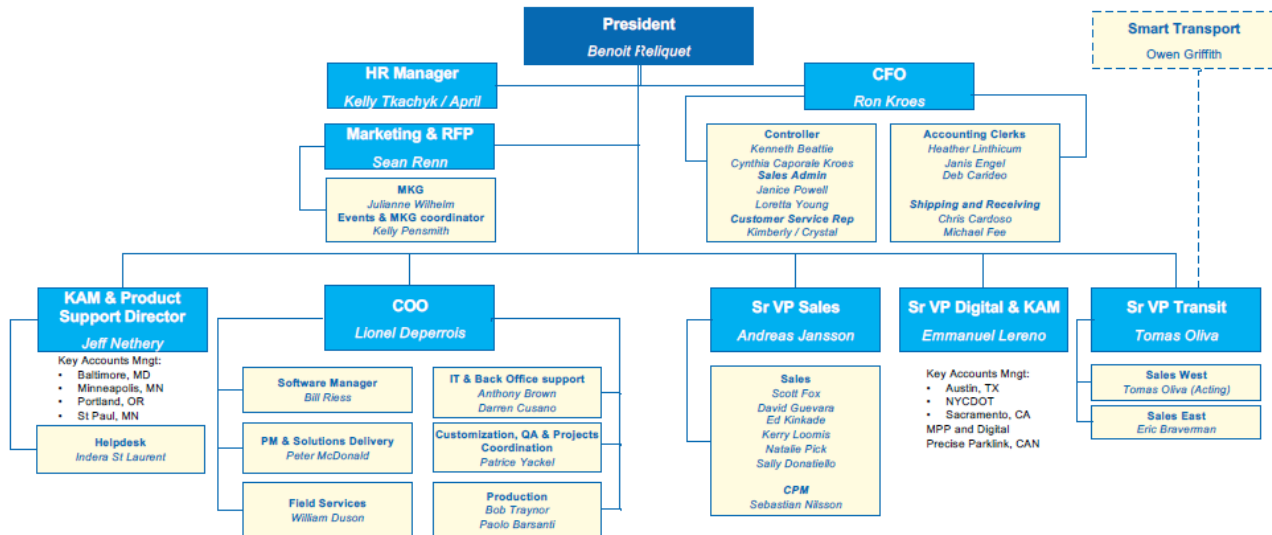
Below is a project organizational chart. Biography paragraphs of key staff members can be found in part B of this section.



Flowbird employs over 1,300 team members around the world, including over 80 in the United States. We have two main offices, one in Clearwater, FL and one in Moorestown, NJ. Both offices include warehouses where we build up and test the pay stations prior to shipment. We also store a complete parts inventory to ensure quick turnaround on spare parts orders and RMAs.

Following initial deployment, the City will be supported by our Customer Service team which as staff in both our Clearwater and Moorestown offices. Onsite support is managed by our Field Services Manager, William Duson. William will assign the technicians to this project who will manage the installation. Following installation, William will also be responsible for dispatching a technician of onsite service upon request by the City. Note that we have three technicians based on the West Coast (one in the Vancouver, WA area and two in California) as well as a technician in Colorado and a technician in Texas. These technicians will be your primary onsite resources. They will be backed up by Flowbird technicians located in other parts of the country as well as by local service partners approved by the City.

Below is an organizational chart of Flowbird US. On the following pages please find biography paragraphs of Flowbird's management staff.



EXPERIENCED MANAGEMENT TEAM

Each member of our management team has been in the parking industry for more than a decade. Our team has gained extensive knowledge of our clients' operations and how our technology can enhance parking in downtowns across the country.

Benoit Reliquet – President

Benoit leads the North American region for Flowbird, ensuring that our operations in Parking and Transit are successful. Prior to becoming President of Flowbird in February 2015, Benoit was the Research and Development Manager responsible for equipment design and delivery including mechanical, electronic and software development as well as pre-sales support. Leading up to that role, Benoit held positions within the company focused on new product development and engineering, software development, and project management.

Benoit joined Parkeon/Flowbird in 1999 and has an educational background in Electrical Engineering and Computer Science.



Andreas Jansson – Senior Vice President of Sales

Andreas manages all activities related to Parking Sales at Flowbird. Prior to the merger of Cale with Parkeon, Andreas oversaw the US operations for Cale, including daily management of the finance, sales, marketing, production, and support teams, serving on the Cale Group Management Team since 2007.

During his ten years of experience in the parking industry, Andreas has focused on improving operational efficiency, system integrations, and the implementation of new technologies. Andreas has held several positions within the Flowbird/Cale Group, primarily focusing on IT, customer support, customer solutions, and product management. Prior to accepting the position as Managing Director of Cale America, Andreas served as Director of Product Management and Operations for the Cale Group, overseeing the product roadmap and product maintenance for the company's full product and services offering.

Andreas's expertise stretches across a number of fields including international relations, customer relations, product life cycle management, organizational skills, web-based systems, M2M-systems, business communications, and parking optimization.



Emmanuel Lereno – Senior Vice President of Digital Services

Emmanuel joined Flowbird in 2005 and works with some of the company's largest US accounts including New York City, Austin, Las Vegas, and Sacramento to help build innovative systems to better manage mobility in their downtowns. Recently, Emmanuel assumed the role of Senior Vice President of Digital Services where he will focus on the development and expansion of Flowbird digital solutions such as big data Analytics, mobile parking payments, real-time parking guidance, off-street parking reservations, parking validations, and e-permits.

Emmanuel has a PhD in Business Intelligence and Machine Learning. His research topics covered the selection of relevant data sets and decision making using Deep Learning techniques. Emmanuel applied his research to complex models like stock exchange investment, risk management and oil field services.



Lionel Deperrois – Chief Operations Officer

Lionel oversees Customer Service, Project Delivery, R&D, Technical Support, and Parkfolio Support Departments for the Flowbird system in North America. His team supports an installed base of over 20,000 pay stations for over 300 client locations along with numerous mobile parking payment app deployments.

Lionel started at Parkeon/Flowbird 15 years ago in our Research & Development department, and was on the team that developed contactless smart card for the SNCF rail project which includes 1,500 Ticket Vending Machines throughout France. Lionel then moved onto to manage large projects such as our deployment of 240 Ticket Vending Machines in Toronto. He has worked on various international projects in countries such as France, Morocco, Poland, Canada, and the United States.



Jeff Nethery – Global Products Support Director

Jeff joined the Flowbird team in 2008. He has served in multiple roles in the US and internationally with Flowbird including Customer Service Director and Global Product Director.

Jeff has 30+ years of parking operations, management, consulting, and project management experience focused on improving operational efficiency, system integrations, and implementation of new technologies. Jeff's background includes customer service program development, public outreach and education programs, consulting and planning, contract negotiations and compliance, project team coordination, customer relations, business and partnership development.

Jeff is a graduate of the University of Washington in Seattle.



Sean Renn – Vice President of Marketing and Communications

Sean joined Flowbird in 2007 and has a Bachelor of Science in Marketing from Penn State University. Sean is responsible for directing all Marketing activities for Flowbird in the United States. His role includes working with clients and Flowbird staff to identify specific needs in order to improve Flowbird's equipment and systems. Sean also works with clients during the project kick-off phase, to provide guidance and assistance on introducing the new parking system to the public.



In addition, one of Sean's key roles is the management of partnerships with other parking vendors. He has worked closely with many Flowbird integration partners including CivicSmart, T2 Systems, POM, Streetline, Parkmobile, Genetec, Gtechna and others on partnerships and technical integrations.

2. Staff Qualifications/Experience

Below is a list of the key staff members that will lead this project for Flowbird.

Bill Johannsen – Project Manager

Bill has been with Flowbird since 2007, working with some of the largest parking organizations in the US. Bill has managed large scale parking projects for Flowbird in cities such as Las Vegas, Memphis, Philadelphia, St. Louis, Ventura, and Washington DC.

Bill's role is to oversee your project, work with our team internally to make sure your implementation is staffed correctly and that your deadlines are met. He will hold regular conference calls and meetings with your team before and after installation to give you status updates and answer any questions you have regarding your new system. Bill will also guide any subcontractor(s) throughout the implementation and training process.

Bill provides added value to your team as he is an expert in troubleshooting our equipment. This expertise helps the project go smoothly weeks and months after the launch because he can quickly assist your technicians with any issues without having to escalate the problem to a technician.

Peter MacDonald – Senior Project Manager

Peter joined Flowbird in March 2017 as Senior Project Manager. Peter started in the urban mobility industry in 2008, where he worked as an Area Manager at Central Parking System in Seattle, WA. There he had P&L responsibility for a diverse portfolio of operations and set scope of work, implementation guidelines and schedules for multiple sites' technology upgrades. He also managed the establishment of large scale sites including project procurement, hardware/software installation, general operations, and training plans.

From 2010 to 2017 Peter worked for Conduent as a Project Manager and then a Program Manager. In these roles, Peter built effective relationships with clients, vendors and coworkers in order to synchronize scopes of work to meet overall project goals. He also managed project schedules, procurement, budgets, accounting activity, quality assurance, and contracts.

Peter oversees the project management team at Flowbird. Peter will not be directly involved in the project on a day to day basis but he will be in communication with Bill Johannsen during this project and he will provide guidance and assistance where they are needed.

Anthony Brown – Back-Office Manager

Anthony joined Flowbird in 2011 and attended both Georgia Southern University and Savannah State University. He has 20 years of experience in back-office system configuration and customer service. In his current role, Anthony is responsible for the initial setup of client systems including configuring the back-office, integrating with 3rd party systems, and setting up credit card accounts.

Patrice Yackel – Customization Manager

Patrice has worked with Flowbird for over 15 years in various capacities. Her broad experience in accounting, customer service, Help Desk and service department management has made her a true partner to our customers. She has ensured timely installations to hundreds of satisfied customers. Her role at Flowbird is to oversee our software customization team, making sure that testing processes are being followed and that the customers are satisfied with the transaction flow seen by the end users.

William Duson – Field Service Manager

William has over a decade of field service experience, spending 11 years with Sunoco Corporation prior to coming to Flowbird in 2010. His work at Sunoco included the service of every aspect of service station maintenance, from back-office systems to maintenance of the pumps, and included electrical, mechanical, and hydraulic work. William was also the primary resource for training of new technicians.

In William's current position, he supervises and dispatches our field technicians. This includes selecting the right technician for project implementations. Prior to this management position which he assumed in 2019, William was a lead field technician in charge of installation of Flowbird equipment, on-site project management, on-site maintenance and service, system upgrades, and training. William supported Flowbird's East Coast and Midwest clients such as Atlanta, Boston, Cleveland, Newark, Philadelphia, Miami, and Savannah.

Paolo Barsanti – Production and Solutions Manager

Paolo Barsanti represents Flowbird as a highly effective contributor to the parking industry for more than 10 years. Getting his start as a programmer, Paolo has advanced to the role of Production & Solutions Manager for Flowbird. In this role, Paolo is directly contributing to the customer and end-user experience with vendor provided solutions in the parking industry by managing programming, production and repair.

Robert Traynor – Manufacturing Manager

Bob has been with Flowbird for over 20 years and has a total of 25 years experience in technical positions in engineering, product marketing, customer service and quality control. Bob has taken apart and rebuilt just about every make and model of pay station that Flowbird has offered. His in-field expertise is boundless.

Over his many years with Flowbird, Bob has provided critical and invaluable installation support, training, trouble-shooting and Level 2 customer service, and pre-sales support. He has also provided project management services with large municipal installations and new product introductions. Additionally, he has designed, developed and released over 40 interfaces for proprietary Smart Card readers, and plays a key role in our Buy America certification for Federally funded projects.

Kerry Loomis – Director of Business Development

Kerry began her tenure in parking management over 15 years ago serving as an executive to a private operator. She consulted vastly with municipal clients across the United States to build their parking programs from free parking to manage paid parking using a wide range of technology. She is highly experienced in understanding many of the challenges that come with stakeholder communication, community outreach, integrations from every aspect to including LPR, citation issuance/collections, coupons and validations, and off-street operations.

Kerry joined our team in January 2018 and is directly responsible for ensuring our continue success throughout the Western part of the United States. She will be one of your direct Flowbird resources throughout the project and through the contract period.

B. Experience of the Firm

1. Firm and Subcontractor Experience

Flowbird is the largest provider of on-street parking solutions in the world. In January 2018, Flowbird and Cale merged together to change the urban mobility landscape and reinforced its position of Global Worldwide Leader in Urban Intelligence and Mobility. Together we have more than 100 combined years of experience in the parking industry with systems in more than 70 countries. With more than 1,300 combined employees around the globe, the company has an annual revenue of over \$300 million.

Technology is a dynamic and vibrant environment that changes continuously. Managing that change with our clients has always been our strength. We solve Smart City and Smart Campus challenges. Our solutions go well beyond the concept of parking: we design and build complete ecosystems with strong Business to Business and Business to Consumer components. Our missions are diverse and cover a wide variety of services like:

- Managing technology convergence: On Street, Off Street Parking and Transportation
- Simplifying mobility to citizens by helping drivers to find a space using real time occupancy analytics
- Collecting and sharing mobility data in real time through our Open Data Analytics platform
- Global and Digital approach in managing user rights and digital permits including data correlations for optimum dynamic pricing strategies
- Reinforced communication: Push local information to residents and visitors
- Invigorate downtown commerce through hyper-local advertising and couponing campaigns

Complex projects have kept us on the leading edge of the industry and as a result, we remain the forerunner in the delivery of highly advanced parking and transit control systems and a natural component of the City's Internet of Things. Most importantly, our systems are designed for the long run with strong local support in the U.S. and Canada to enable your team and operations to benefit the most of our technology and know-how.

5,000+

Flowbird clients

70+

Countries with
Flowbird systems

\$300 million

Annual Revenue

600

Pay by cell
systems deployed

320,000

Pay Stations
deployed

1,300

Employees worldwide

Smart City Solutions Throughout The United States

The core customer base of Flowbird is municipalities, transit agencies, and Universities. Our team supports transit and parking solutions for major organizations across the U.S. including:

Municipalities

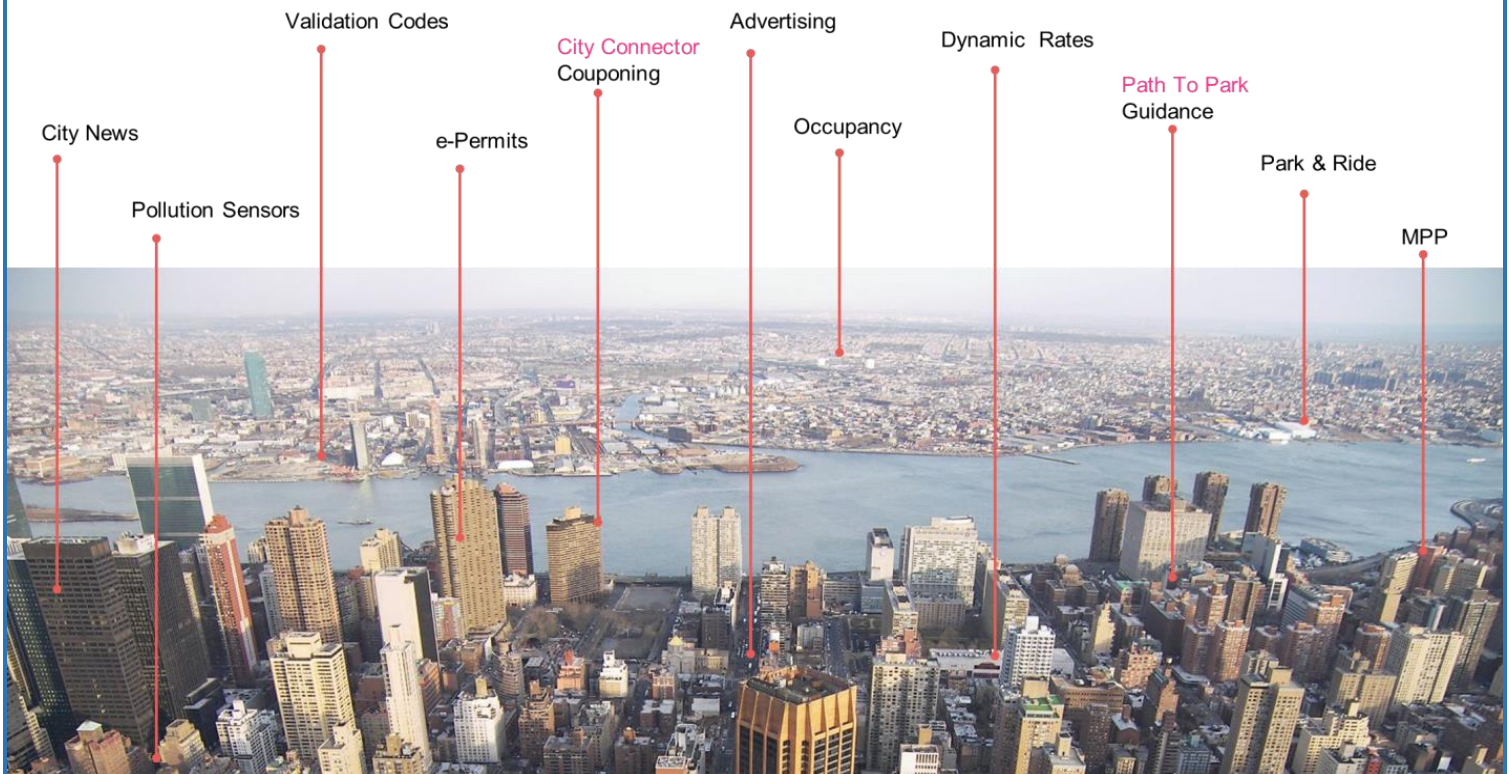
Atlanta, GA
Austin, TX
Baltimore, MD
Boston, MA
Boulder, CO
Detroit, MI
Chicago, IL
Hartford, CT
Indianapolis, IN
Las Vegas, NV
Los Angeles, CA
Miami, FL
New York, NY
Philadelphia, PA
Pittsburgh, PA
San Antonio, TX
Spokane, WA
St. Louis, MO
Tacoma, WA
Washington, DC

Transit Agencies

Community Transit (Everett, WA)
C-Tran (Vancouver, WA)
Hudson Link (Westchester Cty, NY)
King County METRO (Seattle, WA)
Lane Transit (Eugene, OR)
Loop Trolley (St. Louis, MO)
M1-Rail (Detroit, MI)
METRO Houston
METRO Minneapolis/St. Paul
New Jersey Transit
New York City Transit
NORTA (New Orleans)
Oklahoma City Streetcar
Portland Streetcar
Sacramento RT

Universities

Clemson University
Colorado State University
Florida International University
Harvard University
Indiana University
Southern Illinois University
State University of New York
Texas Tech University
University of Arkansas
University of Colorado
University of Kansas
University of Maryland
University of Missouri
University of New Hampshire
University of North Florida
University of Oklahoma
University of San Diego
University of Texas
Washington State University



Comparable Operations

FLOWBIRD has over 300,000 multi-space meters installed worldwide, including more than 40,000 in the United States. No other vendor has implemented more large scale multi-space meter projects than Flowbird.

• Albany, NY	160 Pay Stations
• Alexandria, VA	250 Pay Stations
• Arlington, VA	700 Pay Stations
• Atlanta, GA	330 Pay Stations
• Austin, TX	900 Pay Stations
• Baltimore, MD	860 Pay Stations
• Chicago, IL	4,700 Pay Stations
• Boston, MA	140 Pay Stations
• Boulder, CO	200 Pay Stations
• Breckenridge, CO	70 Pay Stations
• Buffalo, NY	130 Pay Stations
• Coral Gables, FL	220 Pay Stations
• Detroit, MI	460 Pay Stations
• Durham, NC	155 Pay Stations
• Fort Worth, TX	118 Pay Stations
• Grand Rapids, MI	250 Pay Stations
• Hartford, CT	250 Pay Stations
• Las Vegas, NV	230 Pay Stations
• Los Angeles, CA	135 Pay Stations
• Manchester, NH	200 Pay Stations
• Minneapolis, MN	690 Pay Stations
• Memphis, TN	140 Pay Stations
• Miami, FL	300 Pay Stations
• New York, NY	14,000 Pay Stations
• Oklahoma City, OK	175 Pay Stations
• Oakland, CA	290 Pay Stations
• Pasadena, CA	110 Pay Stations
• Philadelphia, PA	70 Pay Stations
• Pittsburgh, PA	1,000 Pay Stations
• Portland, OR	1,860 Pay Stations
• Providence, RI	105 Pay Stations
• Rochester, NY	130 Pay Stations
• Sacramento, CA	200 Pay Stations
• Salem, OR	156 Pay Stations
• San Antonio, TX	130 Pay Stations
• Savannah, GA	260 Pay Stations
• St. Louis, MO	725 Pay Stations
• Syracuse, NY	300 Pay Stations
• Tacoma, WA	160 Pay Stations
• Tulsa, OK	190 Pay Stations
• Vancouver, WA	180 Pay Stations
• Washington DC	950 Pay Stations



Subcontractor Information

CivicSmart

CivicSmart is a leading innovator of “Smart City” parking products, technologies, and services. Their “Smart City” solutions include smart parking meters, vehicle detection sensors, citation enforcement software and handheld citation issuance devices, and comprehensive data management systems.



In 2015, CivicSmart, Inc., acquired Duncan Parking Technologies, Inc., which has provided innovative parking equipment, services and systems to municipalities around the world for 83 years.

CivicSmart’s fundamental business is to provide parking equipment and systems that help municipalities get the highest return from their investment. Worldwide, they serve 1,500 cities and other local agencies with parking equipment and services. They have been installing parking meters with credit card acceptance for 2 decades, establishing smooth processes for timely implementation of real time, wireless processing and analytic capabilities. Their expertise is demonstrated with large-scale installations of Liberty meters, enforcement handhelds and vehicle sensors.

The Liberty family of smart meters have been deployed since 2013 in over 50 cities including El Paso, TX, Charleston, SC, Iowa City, IA, Birmingham, MI, Evanston, IL, Atlanta, GA, Durango, CO, Chester, PA, Corpus Christi, TX and Spokane, WA.

CivicSmart’s innovative Vehicle Detection Sensors have been patented around the world and have been deployed on 5 continents including in the US (El Paso, TX, Fort Collins, CO, Florida DOT, Sedona, AZ), Australia (North Sydney, Penrith, Wyong), Asia (Dubai, Abu Dhabi, India), Africa (Zimbabwe) and South America (Brazil).

Their AutoISSUE enforcement software has helped hundreds of cities issue parking citations for 35 years. Cities using our innovative AutoISSUE software today include San Diego, Atlanta, New Orleans, Miami-Dade, Detroit, and, later this summer, Philadelphia.

For the City of Emeryville, Flowbird is proposing the following CivicSmart products:

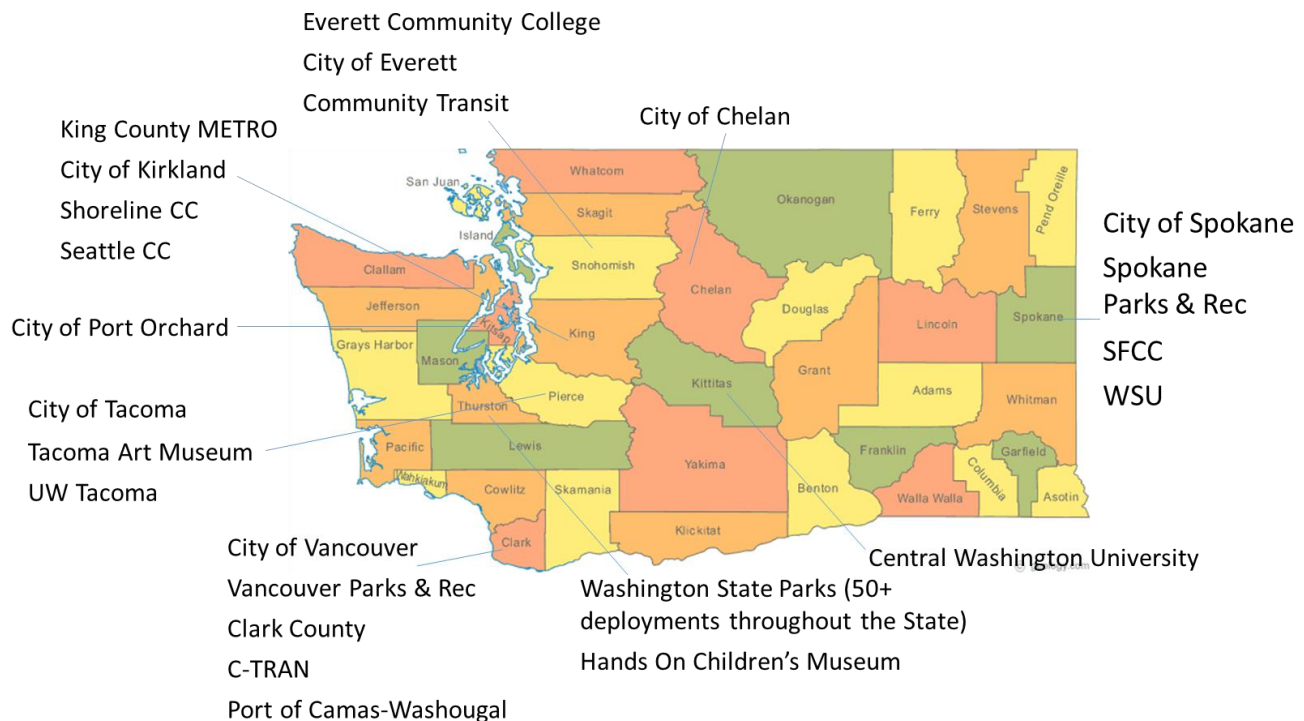
- Liberty Next Gen Smart Parking Meter
- Parking Enterprise Management Systems (PEMS)
- Vehicle detection sensor system

All of these are cutting-edge solutions at a price that cities can afford without having to raise meter rates and citation fines.

2. Other Relevant Firm Experience

Washington State Presence

Flowbird has been a leading supplier of pay station systems throughout Washington State for over a decade. We support over 750 pay stations in the State, with a wide range of functionality. Our pay stations are being used for on-street parking, off-street parking, bus fare payment, ferry ride payment, admission passes, and boat launch passes. Below is a map of locations in Washington State that utilize Flowbird technology.



Agencies in the State that have larger quantities of pay stations are as follows:



Pay by Plate Leader

No other vendor has deployed more Pay by Plate systems than Flowbird. We have deployed 240 Pay by Plate systems in the US alone covering approximately 85,000 parking spaces.

Pittsburgh, PA, was the first large scale Pay by Plate deployment in the US in 2012, and they currently have 1,000 Flowbird pay stations.

Recently, Flowbird implemented over 4,700 Pay by Plate pay stations throughout the **City of Chicago**, making that project the largest Pay by Plate implementation in the country.

Below are some other comparable Flowbird Pay by Plate (PbP) deployments.



City of Aspen
80 PbP Pay Stations



City of Atlanta
300+ PbP Pay Stations



Hartford Parking Authority
200 PbP Pay Stations



City of Detroit
400+ PbP Pay Stations



Miami Parking Authority
300 PbP Pay Stations



Salem, OR
150+ PbP Pay Stations

3. Relevant Contract List

Below is a list of relevant Flowbird contracts. We have over 600 clients utilizing our multi-space pay station systems and are happy to share more details on the projects below and additional projects.

Agency	Contact	Phone Number	Email Address	Services
City of Alexandria, VA Client since 2008. Current contract started in 2018.	Matt Melkerson	703-746-4087	Matt.Melkerson@alexandriava.gov	Pay by Plate Pay Stations
County of Arlington, VA Client since 2005. Current contract started in 2017.	Jason Barnett	703-228-7952	jbarnett@arlingtonva.us	Pay & Display Pay Stations
City of Aspen, CO Initial contract term 2014 to 2015 with services ongoing	Mitch Osur	970-920-5267	mitch.osur@cityofaspen.com	Pay by Space Pay Stations Mobile App
City of Durham, NC Contract term started in 2016	Thomas Leathers	919-560-4366	Thomas.Leathers@durhamnc.gov	Pay by Plate Pay Stations
City of Grand Rapids, MI Contract term started in 2018	Josh Naramore	616-456-3079	jnaramore@grcity.us	Pay by Space Pay Stations
City of Oklahoma City, OK Initial contract term started in 2012. Current contract started in 2017.	Cory Hubert	405-297-2932	cory.hubert@okc.gov	Pay by Plate Pay Stations Contract executed for mobile app
City of Salem, OR Contract term started in 2015 and we are providing ongoing services	Sara Long	503-588-2065	slong@cityofsalem.net	Pay by Plate Pay Stations
City of Trenton, NY Contract term started in 2019	Anthony Santora	609-989-3611	asantora@trentonnj.org	Pay & Display Pay Stations
City of Tulsa, OK Contract term started in 2018	Toby Moreland	918-527-0177	tmoreland@cityoftulsa.org	Pay by Plate Pay Stations
Lancaster Parking Authority Initial contract term was from 2014 to 2018 with services ongoing	Larry Cohen	717-299-0907	lcohen@lancasterparkingauthority	Pay by Plate Pay Stations

C. References

CWT Pay Station References

City of Portland, OR

Flowbird client since 2004

2,000 Flowbird Multi-Space Meters



Contact - Chris Armes
Portland Bureau of Transportation
1120 SW 5th Avenue, Suite 800
Portland, OR 97204
Tel: 503-823-7051
Email: chris.ames@portlandoregon.gov

The City of Portland, OR has been a Flowbird client for over 15 years. They were one of the first major cities to adopt multi-space parking meter technology as the predominant way to manage on-street parking.

The City currently has over 1,800 Flowbird pay stations. For the last 15 years the City has operated in Pay & Display configuration, and now the pay stations are being upgraded to Pay by Plate with full color touch screen.

The Parking Department utilizes the CWT Pay Station line of products while the Portland Streetcar department utilizes Strada Pay Stations.

Pittsburgh Parking Authority

Flowbird client since 2005

1,000 Flowbird Multi-Space Meters



Contact – David Onorato, Executive Director

232 Blvd. of the Allies

Pittsburgh, PA 15222

Tel: 412-560-2511

Email: donorato@pittsburghparking.com

The Pittsburgh Parking Authority has been a Flowbird client since 2005, starting with 50 Pay & Display pay stations.

In 2012, the City awarded Flowbird the largest multi-space meter contract of the year after a comprehensive RFP process. Flowbird provided the best total solution; pay stations and back office software, mobile license plate recognition, citation solution, and communications and marketing. Five hundred CWT Pay by Plate meters were installed throughout the City. At that point, Pittsburgh became the first city in the US to commit fully to Pay by Plate parking. An additional 340 pay stations were added in 2013.

Today, the Authority has over 1,000 pay stations. The system is integrated with Gtechna for Pay by Plate enforcement.

City of Chicago/Chicago Parking Meters, LLC

Flowbird client since 2009

4,700 Flowbird Multi-Space Meters



Contact – Dennis Pedrelli
Chicago Parking Meters, LLC
205 North Michigan Ave. Suite 1910
Chicago, IL 60601
Tel: 312-262-6865
Email: dpedrelli@amigroupllc.com

Chicago Parking Meters, LLC (CPM) operates all of the on-street parking in the City of Chicago. Flowbird's initial contract with CPM occurred in 2009. In 2018, CPM released an RFP to install Pay by Plate parking meters throughout the City. Today there are 4,700 touch screen, solar powered Pay by Plate Flowbird Pay Stations covering over 36,000 parking spaces. The system is integrated with the City's enforcement and mobile phone payment vendor.

Strada Pay Station References

City of Vancouver, WA

Flowbird client since 2002

180 Flowbird Multi-Space Meters



Contact – Steve Kaspan

415 W. 6th Street

Vancouver, WA 98660

Tel: (360) 487-8658

Email: steve.kaspan@cityofvancouver.us

The City of Vancouver is the fourth largest city in Washington State with a population over 160,000 and growing. Located across the bridge from neighboring Portland, OR, Vancouver faces many of the same parking challenges that other cities face as they continue to develop their downtowns.

Flowbird has been a partner to the City of Vancouver for almost 20 years. Currently the City utilizes 180+ Flowbird Pay Stations, accepting coins and credit cards, operating on solar power. The devices feature 7" full color display screens and customizable capacitive keyboards, making parking payment simple.

All of the Flowbird devices are wirelessly connected to our back-office management system giving the City complete monitoring and reporting capabilities.

City of Tacoma, WA

Flowbird client since 2010

160 Flowbird Multi-Space Meters



Contact – Eric Huseby

415 W. 6th Street

Vancouver, WA 98660

Tel: (253) 591-5437

Email: ehuseby@ci.tacoma.wa.us

In 2010, after years of planning, the City of Tacoma implemented paid parking downtown to help ease traffic congestion and make it easier for motorists to find parking. The City chose the Flowbird multi-space meter system as its preferred solution for this important project.

Currently the City has 160 Strada Pay Stations all solar powered and wirelessly connected to Flowbird back-office parking management system.

City of Atlanta, GA

Flowbird client since 2010

300 Flowbird Multi-Space Meters



Contact – Calvin Watts
55 Trinity Avenue, SW, Ste 4700
Atlanta, GA 30303-0394
Tel: 404-330-6216
Email: CLWatts@atlantaga.gov

The City of Atlanta (population over 400,000) has been a Flowbird client since 2010 when 200 Strada Pay Stations were installed in strategic areas within the downtown. These devices were configured for Pay by Space parking until 2017 when the City switched to Pay by Plate parking. During the transition to Pay by Plate, the City upgraded its current Stradas with full color display screens and alphanumeric capacitive keyboards. The City also expanded its utilization of the Stradas bringing their inventory total to just over 300 pay stations.

All of the Stradas in Atlanta utilize cellular communications to enable remote management and enforcement of the system. This includes integration with the City's citation issuance provider (CivicSmart) and its license plate recognition supplier (Genetec).

In December 2019, the City adopted the Flowbird mobile app as an additional means of parking payment.

Spokane Falls Community College (Spokane, WA)

Flowbird client since 2011
5 Flowbird Multi-Space Meters



Contact – Ken Demello
3410 W. Fort George Wright Dr, Spokane, WA 99224-5288
Tel: 509-533-3407
Email: Kenneth.DeMello@sfcc.spokane.edu

Spokane Community College utilizes five Strada Pay Stations to manage parking on two campus locations. The Stradas accept coins, bills, credit cards, as well as validation codes. The College uses Flowbird's Smartfolio back-office system to help manage the paid parking system.

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#	Technical Requirements	Firm Response	Comments, Explanation and/or Clarification
General Firm Credentials			
1	Firm has significant Public Sector market presence - provide number of customer implementations.	Meets	Flowbird has deployed systems in over 400 cities across the US and 5,000 around the globe.
2	Firm has a service support center (support and implementation personnel only) dedicated to the proposed product?	Meets	Flowbird will dedicate a project manager along with project support personnel to ensure a successful implementation.
Licensing			
1	Describe your licensing (user, application and database) for Hosted, SaaS or On Premises.	Hosted	Flowbird provides a hosted solution. Users of the system are granted a license for access to our back-office parking management suite.
Project Implementation and Training Plan			
1	The Firm shall include a typical timeline with this Proposal including major milestones for tasks and subtasks, dates and both Firm and customer resources.	Meets	Please refer to the implementation schedule on page 9 of our Technical proposal.
2	Include a description of your overall approach to each of the following task areas (if applicable):	Meets	Please refer to our Project Approach starting on page 4 of our Technical proposal.
	a) System Installation	Meets	Please refer to our Project Approach starting on page 4 of our Technical proposal.
	b) System configuration	Meets	Please refer to our Project Approach starting on page 4 of our Technical proposal.
	c) Data Conversion	Meets	Please refer to our Project Approach starting on page 4 of our Technical proposal.
	d) Training (A sample of training materials & documentation should be included)	Meets	Please refer to the training outlines starting on page 68 of our Technical proposal.
	e) Test planning and execution	Meets	Please refer to our Project Approach starting on page 4 of our Technical proposal. Please refer to our Project Approach starting on page 4 of our Technical proposal.
	f) System interface design and support	Meets	Please refer to our Project Approach starting on page 4 of our Technical proposal.
	g) System roll-out, procedures, and support	Meets	Please refer to our Project Approach starting on page 4 of our Technical proposal.
3	Please describe your current project management methodology.	Meets	Please refer to our Project Approach starting on page 4 of our Technical proposal.
Support			
1	The City of Spokane expects that annual support will include all updates, enhancements and training to the proposed solution. Describe how your solution meets this requirement.	Meets	Flowbird will provide annual support at no additional charge via phone, email and automatic updates of the back-office parking management system. Flowbird will provide training during system installation and will provide refresher trainings upon request each year of the contract.

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2	Describe your ongoing user support, including whether you provide a service call desk, procedures for handling different types of calls, ability to prioritize critical calls, and ability to respond to calls within a reasonable time period.	Meets	Please refer to page 6 of our Technical proposal.
3	Describe your escalation process for issues that are not resolved during initial call.	Meets	Issues that are not resolved during the initial call are escalated to our global support team or to the customer service manager.
4	The City of Spokane prefers a response from the service desk to non-emergency calls within four (4) hours and a response to critical calls (delay in work or loss of data due to system failure) within 1 hour. Provide validation of this capacity.	Meets	Flowbird is able to provide this level of service.
5	Describe how problems and/or bugs are reported, fixes developed, and status tracked for the proposed system.	Meets	Flowbird uses Salesforce.com for our local support team to raise issues that cannot be resolved at the local level. These requests are electronic service tickets which are tracked by the assigned coordinator. Status updates are communicated via Salesforce.com and by email.
6	Describe your process for receiving, evaluating, and implementing requests for enhancements to the proposed system post implementation.	Meets	Enhancement requests should be discussed with your Business Development Manager who can communicate the needs internally at Flowbird. Development requests are formally raised to management and follow-up calls are held on a regular basis to understand the need, see if we already have a solution available, or decide to provide a quotation for the development (if necessary).
7	Live support is available for any issues Monday – Friday, 8am – 5pm (PST), or other reasonable timeframe during typical business hours. Please provide SLA agreements.	Meets	Flowbird is able to provide live support within the requested hours. Our proposal includes our standard Connectivity and Services agreement.
8	Describe customer communications processes that announce service outages, bug fixes, updates, known issues, EOL dates, etc.	Meets	Service outages are communicated via email. Bug fixes, updates, known issues, and EOL dates are typically communicated through your Business Development Manager.
9	Describe account and support management methodology if provided such as dedicated resources included in cost or available at extra cost, onsite vs. remote meetings, regularly scheduled meetings vs. as needed, etc.	Meets	Your Business Development Manager is responsible for working with the City on an ongoing basis to ensure we are providing the parking system that meets the City's needs. While our customer service help desk is available for technical questions, the Business Development Manager is available to you to look at the "big picture." We also have support resources that assist the Business Development Manager with her role. There is no additional costs to meet with our Business Development Managers.

General System Specifications

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1	City of Spokane staff does not have administrative rights to install or upgrade applications and plug-ins on their computers. Describe any and all components that must be installed locally on a client machine, including Internet Explorer and Office plug-ins. Describe your support for packaging these components, if any, for automated installation.	Meets	The Flowbird back-office suite is accessed through standard web browsers such as Chrome, Firefox and Explorer. No special software is needed. The Flowbird help desk and your assigned project manager are available to assist with the setup of the system.
2	Internally, the City of Spokane has standardized on a Microsoft desktop platform: Windows operating system, Office suite, and Internet Explorer browser. The selected application Firm is expected to support all features and functionality within this environment. List versions currently supported by your product and describe your policy for adopting new versions of these products.	Meets	The Flowbird back-office suite is accessed through standard web browsers such as Chrome, Firefox and Explorer. Data can be exported to Excel/.csv files and via PDF files. The system supports current and past versions of these softwares.
3	City of Spokane requires the solution be compatible with multiple modern internet browsers for customer access via various platforms such as smart phones, tablets, desktops, etc. List the browsers and their versions(s) that your system currently supports and describe any functionality restrictions and limitations with your solution.	Meets	The Flowbird back-office suite is accessed through standard web browsers such as Chrome, Firefox and Explorer.
4	Any on premise components of the proposed solution must work in the city's current technical environment. If Proposal includes an on premise technology component, please describe the components that would be on premise and the environments supported/required. Include networking components and configurations required to support the proposed solution. If applicable, also describe any remote access to the city's network that your staff requires for implementation and/or ongoing support.	Meets	The Flowbird system solely relies on internet connection to standard web browsers.
5	Role Based Access Control (RBAC) allows the System Administrator to create user "profiles" that allow and grant user security rights to various functions of the system. Individuals or groups can also be given read/write or read-only access to the function, where applicable. Each user can be attached to a specific profile that gives them all the rights of the particular group. Describe how your system provides RBAC management and the level of granularity.	Meets	The Flowbird back-office suite allows the City's administrator to decide which level of access rights each staff member will have. Users can have access to system configuration (e.g. rate and message changes), financial details, maintenance information, and collection information or be limited to less access. Various alarms and alerts can also be turned on or off per user.
Network Requirements			
1	Specify maximum allowed latency requirements	Meets	The system will only time out if there is weak or no connection to the City's internet connections.
2	Specify the typical amount of network traffic generated by this application in Mbps	Meets	It is recommended to have an MBPS of at least 4 for your internet speed. The network speed is mainly important when you are downloading files from the system or selecting large amounts of data.
3	Specify the minimum network bandwidth required for each client installation in Mbps	Meets	It is recommended to have an MBPS of at least 4 for your internet speed. The network speed is mainly important when you are downloading files from the system or selecting large amounts of data.

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4	Specify all network ports that will need to be opened for both clients and network firewalls.	Meets	Ports 80 and 443 need to be opened.
5	Specify all public IP addresses that will need to be accessed by clients or servers.	Meets	The system is web based, just needing access to a standard web browser.
6	Specify any special IP address or protocol requirements for server or client PCs	Meets	There are no special IP address or protocol requirements for server or client PCs.
7	Specify remote access requirements and identify remote access users/equipment	Meets	Flowbird's back-office suite can be accessed by any device that has an internet connection and standard web browser. The system is password protected.
8	Specify physical switch port count requirements and port speed	Meets	The system is web based, just needing access to a standard web browser.
9	Specify any special network design requirements	Meets	There are no special network design requirements. The system is web based, just needing access to a standard web browser.
10	Specify if there are any QOS requirements	Meets	There are no QOS requirements
11	Specify any telephony requirements analog and or IP	Meets	The system is web based, just needing access to a standard web browser.
12	Specify any wireless access requirements	Meets	The system is web based, just needing access to a standard web browser.
13	Specify fiber or ethernet cabling requirements	Meets	The back-office system is web based, just needing access to a standard web browser. The pay stations can utilize a standard ethernet connection if desired/needed
14	Specify power requirements for all new equipment	Meets	The pay stations operate on battery power trickle charged by the solar panel or AC power connection.
15	Identify any certificate requirements	Meets	There are no certificate requirements. The system is web based, just needing access to a standard web browser.
Third Party Contracting			
1	Identify any/all 3rd party subcontractors and/or cloud service providers you contract with for your solution.	Meets	Flowbird hosts the data directly in our secure data centers. Where needed we contract with Amazon Web Services.
2	If using 3rd party subcontractors and/or cloud service providers describe the agreements you have with them for system security, business continuance, backup and restoration services, system availability, maintenance windows, hours of support, and penalties for violating prescribed uptime.	Meets	We do not anticipate using a 3 rd party subcontractor for hosting for this project.
Upgrades			
1	Describe your typical average upgrade schedule (frequency of version releases, patches, length of time to implement, notification process) and documentation provided.	Meets	The back-office suite is updated automatically as upgrades are implemented. These updates do not impact customer use.
2	Describe your notification practices for:	Meets	
	a) Planned outages	Meets	Flowbird sends email notifications of planned outages.
	b) Changes to the application and/or database	Meets	Application/database changes that impact client use will be emailed directly to the client.

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	c) Unplanned outages	Meets	Flowbird sends email notifications of unplanned outages.
	d) Product sunset	Meets	Product sunset that impacts the clients are communicated to the client by the Business Development Manager.
3	Describe any test or “sandbox” environments you would provide to the City of Spokane.	Meets	We are able to setup a “virtual” machine number for a pay station. This allows you to assign a pay station a special number so it can be identified as a test machine, so revenue reporting is not impacted.
4	Describe typical upgrade effort (downtime, level of difficulty, length of time to upgrade/update)	Meets	Back-office suite upgrades/updates happen automatically and typically do not impact client use.
Communications and Operations Management			
1	Are there documented procedures for securing and hardening IT infrastructure components (e.g. network devices, servers, operating systems, databases, etc.)?	Meets	Yes, our Managed Business Service policies document procedures for managing our IT infrastructure.
2	Are audit trails and logs maintained for network/system/application events to support monitoring or incident research and, if so, for what length of time?	Meets	Customer transaction data is stored online for 2 years and off line for 10 years.
3	Is there a vulnerability management program, which includes security patches or updates being regularly reviewed and applied to IT infrastructure components (e.g. network devices, servers, operating systems, databases, etc.)?	Meets	Yes, our Managed Business Service policies document procedures for managing our IT infrastructure.
4	Is traffic to/from the Internet (e.g. e-mail, web browsing) subject to malicious code scanning and data leakage prevention?	Meets	Yes, our systems are scanned for vulnerabilities. Our payment systems are scanned by a 3 rd party on a monthly basis for any vulnerabilities according to PCI standards.
5	Is there a Network Intrusion Detection/Prevention System with 24x7 monitoring, alerting, and handling?	Meets	Yes, we have implemented an intrusion detection/prevention system. The system is monitored 24/7.
6	Is all City of Spokane data encrypted while in storage and in transit (over the Internet or unsecure networks)?	Meets	Yes, we encrypt data send over the network and in storage.
7	Is City of Spokane data ever stored on non-company managed equipment?	Meets	No, data is stored in our secure data centers, monitored 24/7.
Public Records			
1	What is the procedure to retrieve bulk data in response to a PRR?	Meets	The City should request bulk data through our help desk via email.
Risk Assessment and Treatment			
1	Is there a risk assessment program in place?	Meets	Yes, we have a documented risk assessment program in place.
2	Is there a process to monitor, track, and remediate all identified risks on an ongoing basis?	Meets	Yes. Our system is based on GRPR best practices.
Security Policy			
1	Is there an information security policy?	Meets	Yes, please see our attached Information Security Policy.

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2	Have information security policies been reviewed in the last 12 months?	Meets	Yes, our security team meets on a monthly basis and updates policies as needed.
3	Is there an Acceptable Use Policy for employees, contractors, temporary staff, etc.?	Meets	Yes, Flowbird has documented policies and procedures for contracted resources.
4	Is the information security policy communicated to constituents?	Meets	The information security policy is communicated to Flowbird management and IT staff. The policy is available for customer review upon request.
Organizational Security			
1	Is there an individual or group responsible for security within the organization?	Meets	Yes, our Information Security Manager is Luc Porchon. He is responsible for managing information security in our organization.
2	Are contacts with information security special interest groups, specialist security forums, or professional associations maintained?	Meets	Flowbird follows GDPR guidelines.
3	Has an independent third-party review of the information security program been conducted in the last 12 months?	Meets	The Flowbird system is audited on an annual basis for its PCI certification.
4	Does management require the use of confidentiality or non-disclosure agreements with external parties (including Vendors or Suppliers)?	Meets	Yes, non disclosure agreements are utilized with external parties.
5	Is access to City of Spokane data (or the processing facilities hosting such data) provided to external parties?	Meets	Encrypted data is stored off site in the safe of an external security company.
6	Is the penetration testing conducted by a 3rd party?	Meets	Yes, penetration testing is conducted on a monthly basis by a 3 rd party.
7	Are suitable tests of systems and applications carried out during development and prior to acceptance?	Meets	Yes, we develop payment applications based on secure coding guidelines like OWASP Guide and utilize application testing software like Fortify 360.
8	Are anti-virus products used and configured with daily definition updates?	Meets	Yes, our system utilizes anti-virus products. Malware protection and firewalls are utilized.
9	Are backups of systems and data performed periodically (e.g. weekly)?	Meets	Yes, backups are performed on a weekly basis.
10	Is backup media stored offsite in a trusted facility?	Meets	Data is encrypted and stored off site in a safe of an external security company.
11	Is City of Spokane data isolated from other customer systems/data and secured to prevent unauthorized logical or physical access?	Meets	To ensure we are providing a cost effective service, multiple customer accounts are typically hosted on the same server. Of course, the data is separated so each client has access to their data only.
12	Are there documented procedures for securing and hardening IT infrastructure components (e.g. network devices, servers, operating systems, databases, etc.)?	Meets	Yes, our Managed Business Service policies document procedures for managing our IT infrastructure.
13	Are firewalls used to segment network zones and terminate connections to external networks?	Meets	

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14	Are audit trails and logs maintained for network/system/application events to support monitoring or incident research?	Meets	Customer transaction data is stored online for 2 years and off line for 10 years.
15	Is there a vulnerability management program, which includes security patches or updates being regularly reviewed and applied to IT infrastructure components (e.g. network devices, servers, operating systems, databases, etc.)?	Meets	Yes, our Managed Business Service policies document procedures for managing our IT infrastructure.
16	Is traffic to/from the Internet (e.g. e-mail, web browsing) subject to malicious code scanning and data leakage prevention?	Meets	Yes, our systems are scanned for vulnerabilities. Our payment systems are scanned by a 3 rd party on a monthly basis for any vulnerabilities according to PCI standards.
17	Is there a Network Intrusion Detection/Prevention System with 24x7 monitoring, alerting, and handling?	Meets	Yes, we have implemented an intrusion detection/prevention system. The system is monitored 24/7.
18	Is there an approval process to use wireless network devices?	Meets	Yes, device usage and network connections are covered by our security policies.
19	Are wireless connections encrypted?	Meets	
20	Is all City of Spokane data encrypted while in storage and in transit (over the Internet or unsecure networks)?	Meets	Yes, we encrypt data send over the network and in storage.
21	Is there a policy that addresses the use and management of removable media? (e.g., CDs, DVDs, backup tapes, USB drives, etc.)?	Meets	Yes, we have policies for device usage and storage.
22	Is sensitive data on removable media, including backup tapes, encrypted?	Meets	Yes, sensitive data is encrypted and stored securely.
23	Is City of Spokane data ever stored on non-company managed equipment?	Meets	No, data is stored in our secure data centers, monitored 24/7.
24	Are desktops/laptops/mobile devices "managed" and configured with a minimum build including security software (e.g. host firewall, disk encryption, etc.)?	Meets	
Access Control			
1	Are privileged accounts (administrator, super-user, etc.) controlled and reviewed?	Meets	Yes, our Security team meets on a monthly basis.
2	For systems which touch City of Spokane data, is there a separation of duties process in place for approving and implementing access with sponsorship and duration documented?	Meets	Client data is separated based on sensitivity level. For instance, credit card transaction details are separated from standard transaction details.
3	Are user access paths set up on a predefined role-based need-to-know basis (e.g., only the operators working on City of Spokane's project have access to City of Spokane's information and systems)?	Meets	Yes, the system is a password protected system with access rights granted to those that need access to the data.
4	Are there formal procedures to add, delete and modify user accounts and access, assign to role and audit compliance against current user list?	Meets	Yes, the City system administrator will make requests to the Flowbird help desk for changes to accounts and access rights.
5	Do policies require access controls be in place on applications, operating systems, databases, and network devices to ensure users have least privilege?	Meets	Yes, however, in the case of City users, this will only apply to access rights on the

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			Flowbird web based parking management system.
6	Are unique user IDs used for access?	Meets	Yes, the system requires a unique user name along with a password.
7	Is there a process to grant and approve access to systems processing, storing, or transmitting City of Spokane data?	Meets	We will utilize our standard processes to process, store and transit data according to GDPR best practices.
8	Is there a process to recertify access on a periodic basis (including privileged accounts e.g. administrator, super user, etc.)?	Meets	The City system administrator is responsible for communicating access rights changes to the Flowbird help desk.
9	Are passwords required to access systems processing, storing, or transmitting City of Spokane data?	Meets	Yes, the system is accessible to user name and password.
10	Do remote access communications into the environment occur over an encrypted tunnel (e.g. IPSec, SSL VPN, etc.)?	Meets	We encrypt data coming in transmission from the pay stations over SSLv3 tunnel. Private or confidential data stored in the database are encrypted using cryptographic algorithms (AES-256).
11	Is multi-factor authentication required for remote access?	No	
Systems Acquisition Development & Maintenance			
1	Is there a Software Development Life Cycle (SDLC) process, which includes security requirements and tollgates?	Meets	Yes, the ITIL standard process is used for change, incident and service level management.
2	Is access to production code and program source libraries based on the principle of least privilege?	Meets	
3	Are change control procedures required for all changes to the production environment?	Meets	
4	Is City of Spokane data ever used in the development, staging, or testing/QA environments?	Meets	City of Spokane data will not be used in development or testing environments unless we are delivering a development project specifically for the City of Spokane.
5	Are source code reviews (e.g. input validation) performed on applications, including those processing City of Spokane data?	Meets	Yes, source code reviews are performed on applications before deployment.
6	Are penetration tests and vulnerability assessments performed against external/Internet-facing systems and applications?	Meets	Yes, we perform penetration and vulnerability assessments.
7	Do developers receive targeted security training and are they made aware of vulnerabilities through periodic metrics reporting?	Meets	Yes, developers assigned to payment applications are trained at least annually in up-to-date secure coding techniques, including how to avoid common coding vulnerabilities.
8	Does the SDLC process include security requirements gathering, implementation, and verification tollgates before acceptance into production?	Meets	
9	Does the development process follow OWASP standards for building secure applications including international security review?	Meets	Yes, we develop payment applications based on secure coding guidelines like OWASP Guide and utilize application testing software like Fortify 360.

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10	For environments being used for City of Spokane data, do you have an external source code review of all major applications revisions to the environment (SQL injection, cross-site scripting, and security weaknesses, not QA)?	Meets	The ITIL standard process is used for change, incident and service level management. The data center performs daily log analysis and regular updates for all systems. All downtimes are tracked through NAGIOS (http://www.nagios.com/) and availability reports are published on a monthly basis.
11	Do developers regularly receive detailed coding and design training in application security?	Meets	Yes, developers assigned to payment applications are trained at least annually in up-to-date secure coding techniques, including how to avoid common coding vulnerabilities.
Incident Event and Communications Management			
1	Is there an Incident Response process (including IT security breaches) that is reviewed annually?	Meets	Flowbird utilizes an incident response process. More details are found starting on page 29 of our Technical proposal.
2	Is there an Incident / Event Response team with defined roles and responsibilities?	Meets	Yes, this team meets regularly.
3	Is there a process to notify City of Spokane of incidents/events, including the sharing of relevant documentation (e.g. issues, root cause analyses, outcomes, and remediation)?	Meets	System downtime and outages are communicated via email. If there is a more serious issue to communicate, we will communicate that formally to the City through your Business Development Manager.
Business Continuity & Disaster Recovery			
1	Is there a documented policy for business continuity and disaster recovery?	Meets	Flowbird has a documented business continuity and disaster recover policy.
2	Is the capacity at the recovery location reviewed on a regular basis to ensure that adequate capacity is available in the event of a disaster?	Meets	Note that disaster recovery processes are tested throughout the year as follows: As a first point, our backup site is used by our demo platform and our validation teams, so that connectivity and infrastructures are daily used and monitored as per the main site Every week, the electricity supply is shut down in order to check that the backup energy source is taking over Then every year, we perform a full test, in parallel to the production system. We restore all the images on the backup site and check that every application is up and running and ready to take over on main site.
3	Does the product or service in question have an assured business continuity capability?	Meets	
4	Does the recovery strategy assure the continued maintenance of the service level agreements?	Meets	Yes, we have the ability to quickly restore services using a backup hosting site.
5	Does the Business Continuity and/or Disaster Recovery plan address notification to City of Spokane when incidents occur?	Meets	Yes, our clients will be notified if the City of Spokane system is impacted or sensitive data is lost.

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6	Are alternate facilities (e.g. data centers, office locations, etc.) used?	Meets	Yes, we have redundant data centers.
Compliance			
1	Are there requirements to comply with any legal, regulatory or industry requirements, etc.?	Meets	Yes, we are required to comply with GDPR standards and PCI requirements.
2	Are audits performed to ensure compliance with any legal, regulatory or industry requirements?	Meets	At least on an annual basis our policies are reviewed to ensure adherence to GPDR standards.
3	Is there a records retention policy?	Meets	Retention and disposal of data policy 1. Flowbird shall not keep personal data in a form that permits identification of data subjects for longer a period than is necessary, in relation to the purpose(s) for which the data was originally collected. 2. Flowbird may store data for longer periods if the personal data will be processed solely for archiving purposes in the public interest, scientific or historical research purposes or statistical purposes, subject to the implementation of appropriate technical and organisational measures to safeguard the rights and freedoms of the data subject. 3. The retention period for each category of personal data will be set out in the Retention of Records Procedure along with the criteria used to determine this period including any statutory obligations Flowbird has to retain the data. 4. Flowbird's data retention and data disposal procedures (Storage Removal Procedure) will apply in all cases. 5. Personal data must be disposed of securely in accordance with the sixth principle of the GDPR – processed in an appropriate manner to maintain security, thereby protecting the “rights and freedoms” of data subjects. Any disposal of data will be done in accordance with the secure disposal procedure.
4	Is there an independent audit function within the organization?	Meets	
Privacy			
1	Is there an individual in the organization who is responsible for privacy?	Meets	Yes, our Information Security Manager is Luc Porchon. He is responsible for managing information security in our organization.
2	Do the policies and procedures include appropriate safeguards to ensure compliance with applicable privacy laws, including cross-border transfers of targeted privacy data?	Meets	

RFP #5207-19 PAID PARKING EQUIPMENT – ADDENDUM 2 – ATTACHMENT A**Vendor: Parkeon, Inc. dba Flowbird**

3	Is there a documented data flow for targeted privacy data for each jurisdiction?	Meets	Yes, our Data Privacy policies address how to apply GDPR standards outside of the European Union including the United States.
4	Does the organization control or own the delivery of Privacy Notices to customers?	Meets	Flowbird has a documented Data Privacy policy.
5	Are there documented policies or procedures to ensure targeted privacy data is only collected, stored and used for the purposes for which it was collected?	Meets	Flowbird has a documented Data Privacy policy.
6	Are there written procedures to process data protection authorities / regulators' complaints, if required?	Meets	Yes, our Data Privacy policy addresses this topic.
7	Are there documented procedures to notify customers (City of Spokane included) whose sensitive or personal information has been breached, as required by policy, practice or applicable privacy laws?	Meets	Yes, should there be a security breach, our Information Security Manager will be responsible to manage the process to notify clients.
8	Is there internal monitoring for compliance with Privacy Policies and procedures?	Meets	
9	Is on-boarding privacy training provided for all employees, contractors, temporary staff, etc.?	Meets	
SaaS Providers			
1	Are logins and communications secured with encryption? (HTTPS, SFTP,etc)	Meets	Flowbird receives authorization requests containing cardholder data (PAN, ISO2track) from card reader devices. Requests are encrypted by the card reader with 128bits AES keys and sent through Internet/GPRS to the payment gateway server managed by Flowbird. Parkeon transmits Cardholder data to acquirer, gateway and payment providers through several protocols (HTTPS, SFTP or TLS tunnels). Flowbird stores cardholder data encrypted in a database (AES-128) and in a Percona database (AES-256).
2	Are data transfers secured with encryption (HTTPS,SFTP,etc)	Meets	Flowbird receives authorization requests containing cardholder data (PAN, ISO2track) from card reader devices. Requests are encrypted by the card reader with 128bits AES keys and sent through Internet/GPRS to the payment gateway server managed by Flowbird. Parkeon transmits Cardholder data to acquirer, gateway and payment providers through several protocols (HTTPS, SFTP or TLS tunnels). Flowbird stores cardholder data encrypted in a database (AES-128) and in a Percona database (AES-256).
Vendors connecting to City of Spokane			
1	Vendor devices accessing City of Spokane networks are secured with at least the minimum required software (Antivirus,etc)	Not applicable	Flowbird devices will not be accessing City of Spokane networks.
2	Verify no personal devices will connect to the City of Spokane network, only authorized Vendor owned devices.	Not applicable	Flowbird devices will not be accessing City of Spokane networks.

RFP #5207-19 PAID PARKING EQUIPMENT – ADDENDUM 2 – ATTACHMENT A
Vendor: Parkeon, Inc. dba Flowbird

3	Site to site tunnels are encrypted and mask both the Vendor and City of Spokane networks with NATing	Meets	We encrypt data coming in transmission from the pay stations over SSLv3 tunnel. Private or confidential data stored in the database are encrypted using cryptographic algorithms (AES-256).
4	Will communication over the VPN or tunnel be limited to only the systems necessary to transfer data and/or service the projects at City of Spokane	Meets	We encrypt data coming in transmission from the pay stations over SSLv3 tunnel. Private or confidential data stored in the database are encrypted using cryptographic algorithms (AES-256).

Policy

[5.1.1]

Information System Security Policy

Object	<i>Flowbird information is essential for the proper functioning of the company. It is therefore necessary to adopt practices that ensure the data confidentiality, availability and integrity. This policy formalizes these practices that all personal or third parties must apply to the Flowbird information system.</i>
Stakeholders	See §4. Stakeholders
Document Classification	Restricted
Communicability	See §4. Stakeholders

<i>Scope of application:</i>	This policy covers all Flowbird information systems.	<i>Version :</i>	2.0
<i>Date of first application:</i>	2017-10-10	<i>Approved by:</i>	Executive Committee
<i>Issued by:</i>	InfoSec	<i>Policy Managed by:</i>	CISO

Version	Modification
1.0	Initial version
2.0	Flowbird version

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1. Introduction

Flowbird designs and produces high quality equipments and services for its customers. Flowbird delivers its product and services to customers and provides maintenance.

Flowbird is thus processing sensitive information, such as:

- Company development strategic data;
- Data from research and development;
- Industrial production control data;
- The personal data of its customers;
- The financial data of its customers;
- The data of electronic means of payment.

This information is essential for the proper functioning of the Company. It is therefore necessary to adopt practices that ensure the data confidentiality, availability and integrity.

This policy formalizes these practices all stakeholders (see §[4. Stakeholders](#)) must apply to the Flowbird information system.

2. Legal and regulatory environments

2.1. Each Flowbird legal entity is subject to legal requirements of his business place.¹

2.2. Flowbird SAS complies with European regulations and the French legislation regarding its activities.²

2.3. All Flowbird European entities are subject to EU regulation on data protection.³

2.4. Once Flowbird and its subsidiaries store, process or transfer primary account numbers (PAN) bank cards, Flowbird and its subsidiaries must comply with the PCI DSS issued by the Payment Card Industry Security Standards Council, PCI SSC.⁴

2.5. The credit card readers and electronic banking server construction, storage, customization, software development, integration, transport, deployment and disposal activities designed for the French market must comply with the requirements of the Gie Cartes Bancaires Labeling.⁵

3. Scope

3.1. This policy covers all Flowbird SAS and its subsidiaries information systems. Thus, all activities are concerned, including the R&D, finance, human resources, production, marketing, sales, maintenance activities and support services.

3.2. This policy also covers the third parties' information systems, treating, storing or transferring information belonging or being under the responsibility of Flowbird.

3.3. Here below, this document refers as Organization, the Third Parties and Flowbird.

4. Stakeholders

4.1. All sub-contractors, suppliers, service, agency providers, trainees, external consultants, permanent and temporary staff of Flowbird must respect the terms of this Flowbird Information Systems Security Policy.

¹ A legal entity (LE) is the legal person concept. A legal entity owns rights (authorizations, approvals, agreements, ...) allowing it to operate in institutions. Each legal entity is associated legal status.

² <http://eur-lex.europa.eu/homepage.html>

³ <http://eur-lex.europa.eu/legal-content/EN/TXT/HTML/?uri=CELEX:32016R0679>

⁴ <https://www.pcisecuritystandards.org/>

⁵ <https://labelisation.cartes-bancaires.com/>

4.2. Any violation of this policy will be sanctioned. Sanctions will be proportionate to the seriousness of the facts.

4.3. Security roles and responsibilities within Flowbird are formalized and published in the information security management system (ISMS). Third parties' roles and responsibilities shall be formalized in the Information Security Management System.⁶

4.4. Users of the information system that discover an event likely to generate a security incident must report it immediately to the Flowbird IT dept., or the DCO or CISO (cf. §13.Security Events).

5. Classification of information

5.1. Information under the responsibility of Flowbird, must be classified in terms of value, legal requirements, sensitivity or its criticality to the Organization.

5.2. A classification scheme must include classification agreements and criteria for classification review over time.

5.3. The classification plan must be consistent with the organization's access control policy and at minimum follows the terms of §7.Access control.

5.4. Each classification plan level must include a meaningful and logical name in the application context of the classification plan.

5.5. The plan must be the same for the whole organization, so that everyone can classify information and associated assets in the same way, understands the protection requirements in the same way and applies the appropriate protection.

5.6. The classification plan must be formalized and published in the ISMS .⁷

⁶ Flowbird ISS Roles and Responsibilities : Policy [6.1.1] - Distribution of security roles

⁷ Flowbird Classification Plan : Policy [8.2.1] - Classification of information

6. Physical security

6.1. All items listed as important or vital for Flowbird must be installed in secure premises. These premises are the physical security perimeter as defined by the secure areas policy. This policy must be published in the ISMS.⁸

6.2. The access rights allocation must respect the procedure published in the ISMS.

6.3. Any computer equipment storing, processing or transmitting Flowbird's information or information under Flowbird responsibility must be installed and configured by the IT Group dept. or the DCO Group, according to the state of art. These groups remains custodian of this equipment.

7. Access control

Access to the information system must be reserved only to people who need to access it. Moreover, only the strictly necessary accreditations are allocated to each individual according to the nature of the information processed. The implementation of additional measures may be necessary given the sensitivity of the information processed.

7.1. The access granted to an individual is personal and time-limited.

7.2. The assigned access to an external computer system to the IT Dept or the DCO must respect the chapter §10. Communication Security.

7.3. The rights assignment must respect the formal and published procedure in the ISMS.

7.4. Generic access is prohibited.

7.5. Creating or deleting accounts and modification of rights must respect the procedure published in the ISMS .

7.6. Each business manager is required to annually conduct a rights review of the applications used by his service. It must allow:

- Remove unnecessary accounts;
- Remove inactive accounts;
- To adapt the application user rights to his mission.

⁸

<https://docs.google.com/a/parkeon.com/document/d/1HVBzMoWHVY-aX6oPrr12mggyE492h3JcXits6H-BR7A/edit?usp=sharing>

8. Information system exploitation

Those responsible for the operation must respect the following rules.

- 8.1. Passwords to administer the infrastructure elements (physical or logical) must be complex and observe the procedure published in the ISMS.
- 8.2. All server installed in the information system (regardless of the environment) must come from a secure master.
- 8.3. Protective measures against malicious code must be implemented.
- 8.4. A vulnerability watch on physical and logical devices of the IS must be performed.
- 8.5. Any physical or logical change in the information system infrastructure must follow the formal procedure specified in the ISMS. This process involves a security non-regression validation.
- 8.6. It should be possible to log the most important events. The logging must follow the procedure published in the ISMS.
- 8.7. Permanent controls (see §15. Compliance) should help to ensure that the information system does not present a major vulnerability.
- 8.8. A corrective action must be taken if a vulnerability is detected during a control, or by any other means.
- 8.9. The information must be backed up according to its importance.
- 8.10. Restoration tests of the most sensitive environments must be performed at least once a year and validated by the user.

9. Workstation security

- 9.1. Workstations must be installed from a secured master.
- 9.2. Antivirus must protect every workstation. This antivirus cannot be deactivated by the user.
- 9.3. Users must not be able to administer their workstation.
- 9.4. The workstations must be configured with the correct security settings, as specified in the deployment process.
- 9.5. Contained data of the hard drives must erase by following a secure delete procedure at the end of the hard drives lifecycle.

10. Communication Security

Flowbird information system exchange more and more information with third parties. Therefore a number of rules must be applied:

10.1. A detailed network diagram must be maintained and accessible to authorized persons.

10.2. The various Flowbird networks must be segregated by filtering devices according to sensitivity and exposure levels.

10.3. It is strictly forbidden to implement any interconnection between the company and outer networks, without a prior recorded consent of the IT Group Dept or the DCO Group, and the CISO Group.

10.4. Remote access for third parties and employees must be granted in accordance with the procedure published in the ISMS.

10.5. All communications between external computer systems and the IT Dept. and DCO computer system, and in the absence of a risk analysis indicating specific communications security measures, must be encrypted and authenticated by either a public Certificate Authority or by the Flowbird key management infrastructure.

11. Security in projects

IT projects are structuring for the information system security. Also one should respect the following rules:

11.1. Projects must assess the security needs through a risk analysis including:

- network flow;
- authentication flow;
- processing, transfer and storage of sensitive information.

11.2. The project management process must include test steps of security level.

11.3. Any application must have at least one production environment and one development and testing environment. These environments must be segregated.

11.4. The rights and duties of testing and development teams must be segregated from the people in charge of production.

11.5. Applications integrating authentication bases (base of users and passwords) are prohibited.

12. Third Parties

Third parties are becoming more likely to interact with the company's information system. It is therefore necessary to respect the following rules:

12.1. Services contracts must include clauses addressing confidentiality, integrity and availability security issues.

12.2. Flowbird agrees with the third party of the information security requirements to limit the risks resulting from access by such third party to the organization's assets. Through the "Information Security Policy in relations with suppliers," Flowbird identifies and imposes specific security measures to third parties accessing to organizational assets.⁹

12.3. Is considered as sensitive third party, any third party identified as such during a preliminary risk analysis, or those accessing, storing, processing or transferring information under legal, contractual, regulatory requirements, or classified as confidential.

12.4. Flowbird will control sensitive third parties to verify their security practices. (Cf. §15.Compliance)

12.5. Third parties are subject to the legal requirements of their business locations.

12.6. A third party must comply with the guidelines and European regulations on the data protection when it stores, processes or transfers personal data of EU residents.

12.7. All third parties that store, process or transfer bank card primary account numbers (PAN) must comply with PCI DSS issued by the PCI Security Standards Council.

12.8. All third parties with activities in the construction, storage, customization, software development, integration, transport, deployment and disposal of credit card readers or electronic banking servers designed for the French market must comply with the Cartes Bancaires Labeling requirements.

13. Security Events

13.1. Security events must be reported promptly to the IT Dept. or the DCO, and the CISO.¹⁰

13.2. Security events should be treated according to the procedure published in the ISMS.¹¹

13.3. A feedback must be systematically done after every security incident. Corrective action will be taken if necessary.¹²

⁹ Policy [15.1.1] - Information security policy in relations with suppliers

¹⁰ Information Security Event: Occurrence indicating a possible breach of information security or failure of security measures.

¹¹ Procedure [16.1.1] - Security Incident Management Procedure

¹² Information security incident: One or more information security event linked and identified that can harm Flowbird assets or compromise its operations.

14. Business Continuity

14.1. Arrangements to ensure continuity of network service must be taken (redundancy of strategic connections, switches, routers, firewalls, etc.).

14.2. A computer emergency plan must reactivate the most sensitive applications in a reasonable time, in the event of a major disaster destroying the machine room.

14.3. A business recovery plan should allow users to get a working environment if a major disaster makes the premises of the company unusable.

14.4. A backup copies of the most sensitive environments must be hosted outside the premises of the company, by a specialized service provider.

15. Compliance

15.1. A permanent control of the information assets management must be established. It must have a control framework and provide writing reports certifying the results of the carried out controls.

15.2. A periodic control of the information assets management must be established. It must have a control framework and provide writing reports certifying the results of the carried out controls.

15.3. Electronic payment systems and Flowbird services exposed to the Internet must be subject to permanent controls to verify their resistance to internal and external threats to the organization.

15.4. Electronic payment systems and Flowbird services exposed to the Internet must be subject to periodic controls to verify their resistance to internal and external threats to the organization.

15.5. Sensitive third parties, including those involved in the design of payment systems are subject to periodic monitoring to check their resistance to internal and external threats to the organization.

15.6. Infrastructures hosting private and confidential classified information must be continuously monitored to check their resistance to external threats.

15.7. Infrastructure hosting confidential classified information must be periodically controlled to check their resistance to internal and external threats to the organization.

15.8. Targeted periodic controls on certain aspects of the information system should improve their security.

16. Shadow IT

16.1. Spontaneous installation of any technical infrastructure, whether physical or logical, is strictly prohibited. Within Flowbird, only the IT Group Dept and the DCO Group are authorized to implement IT infrastructures. The IT Group Dept and DCO Group may delegate this implementation to correspondents but these two departments will remain responsible.

17. Exception

17.1. Requests for exceptions related to information security are of three types:

1. exception related to risk mitigation, acceptance, transfer or removal .

2. exception related to compliance.
3. exception related to security policies.

17.2. An exception is granted for a limited period.

17.3. Each request for exception must be addressed to the local correspondent in information security.

17.4. Each request for exception must be assessed in terms of risk by the local correspondent in information security.

17.5. Any exception regarding compliance with a regulation or a Flowbird policy is subject to the CISO Group validation.

17.6. Any exception regarding the risk mitigation, acceptance, transfer or elimination is subject to the validation of the activity Manager.

17.7. Once assessed the request and its risks must be centralized in the Flowbird ISMS, by the local information security correspondent.

17.8. Once the deadline expired and in case of extension, the exception request must be re-assessed and revalidated.



Compliance Matrix

Pay Station Specifications

Company Name and Contact Information:		Parkeon, Inc. dba Flowbird - Kerry Loomis - 470-591-6974 - kerry.loomis@flowbird.group	
	Requirement Description	Requirement Compliance	Vendor Response Comments - Optional
2.1 GENERAL SPECIFICATIONS	Please note: Please fill this sheet out for PAY STATIONS only	Proposer is to respond to all requirements highlighted in *yellow*. If vendor selects "will meet" please list compliance date in notes section	If, applicable, you may use this space to expand on your response and/or reference supporting documentation (e.g. file attachments, online information, etc.) on how your solution meets the requirement.
a)	Payment must be available through multiple options, including coin, credit card and mobile payment integration. Near Field Communication (NFC) (including Apple Pay and Google Pay) payments shall be supported and available.	Meets	
b)	Pay station technology must allow the patron to pay for a parking space transaction at any pay station.	Meets	
c)	The ability to add time to existing transactions, however, the add time feature must disallow the ability to purchase time past the maximum time allowed by license plate for the parking space/zone.	Meets	
d)	Meters must have the ability to store a minimum of 8 different rate structures that are configurable by time of day and day of the week. Pay stations must allow for simultaneous rate structures to be displayed that include static/fixed rate combined with hourly rate options.	Meets	
e)	A large screen display is preferred in order for rate information to be displayed, rather than signs posted on the meter.	Meets	Flowbird provides options for a 9" touch screen, 7" color display, or a 4" x 2.75" monochrome display
f)	Pre-payment option (payments made in advance of operating hours).	Meets	
g)	An option for patrons to be informed of the expiration of their paid parking session.	Meets	Users can receive a text expiration notification alert on the Strada Pay Station. On the CWT we have a text receipt option and text notifications are in development.
h)	All technology must be simple to understand and easy to use.	Meets	Flowbird provides over 360,000 paystations worldwide. Our paystations are used by various cultures in a variety of languages.
i)	All technology must be reliable, easy to maintain and secure.	Meets	Flowbird pay stations have been deployed around the world and are proven to stand up to all climates. Our reliability, especially on solar power, is 2nd to none. The components are plug and play and the units are simple to maintain.
j)	All technology shall be able to electronically display the following to the patron with minimal effort: i. R ates ii. D ays and hours of operation iii. U ser instructions	Meets	In addition, pay stations can be configured to provide amber alerts, advertising, and coupons for local businesses.
k)	Proposers must offer strong customer support 7 days a week.	Meets	
l)	Changing rates using the Meter Management System (MMS) shall be completely web-based (no software to install), easy to use with customizable tariff naming and the ability to download rates onto customizable, user-defined groups of meters.	Meets	
m)	All technology, equipment and systems shall be ADA-compliant.	Meets	
n)	All materials and components shall be new and unused.	Meets	
o)	All technology shall have a modular design. Components shall be able to be quickly changed in the field.	Meets	
p)	All electronic components, connections and wiring shall be fully weatherproofed.	Meets	
q)	The meters shall be weather, rust and graffiti resistant and shall be made of stainless steel or an equivalent material.	Meets	
r)	The City prefers that the meter has additional lighting or illumination for dark hour usage. Proposer shall describe how the lighting and/or display operates during dark hours.	Provide Proposal reference page with description in Column D	The Strada offers a back light key pad with a 7" color illuminated screen and optional light bar. The CWT offers a lighting module and a 9" color illuminated screen. The lighting modules are motion activated. See pages 13 and 35 of our Technical Proposal for photos.
s)	All technology shall wirelessly communicate usage, payment status, meter access and maintenance alert data in real-time.	Meets	
t)	All technology shall be managed by a web-based meter maintenance system (MMS) that can: i. R emotely update pricing, regulations, and configuration. ii. P rovide reports on meter activity. iii. A utomatically create maintenance work order tickets for generated alarms or patron reports of meter malfunctions. Maintenance tickets shall be able to be updated via email, smartphone and tablet. iv. R ecord meter maintenance completed by repair staff. v. E asily indicate meter status and send alarms to designated personnel if a meter is not functioning. vi. P roposer shall describe ability to integrate with City's 311 reporting system to receive and report on trouble tickets and work order requests.	Meets	Flowbird's back-office system is able to create work tickets via email. We are happy to investigate an integration the City's 311 system to see if special development would be needed. We have done this integration with the City of Baltimore 311 system.
u)	A ll technology shall be warranted to operate as proposed within a temperature range of -15 degrees Fahrenheit to +140 degrees Fahrenheit and under environmental conditions found in the City, including but not limited to sleet, snow, hail, grime, rain, fog, sun (including direct sunlight), and vibrations.	Meets	The Strada Pay Station has proven to perform over the past 6 years within the City of Spokane. The CWT has proven installations throughout Washington State and other parts of the US and Canada.
2.2 WIRELESS TWO-WAY COMMUNICATIONS			
a)	The technology will be equipped with a modem, antenna, and the required software to support wireless communications.	Meets	

Pay Station Specifications

b)	The wireless communications shall be supplied as a “communications service” during the life of the contract, not as a specific type of modem or wireless carrier supply. Vendor shall be responsible for maintaining and updating the communications service to ensure system uptime in excess of 99% during parking hours of operation.	Meets	Flowbird will provide the cellular communications as part of our back-office services. We offer two different options for clients to manage modem obsolescence. Clients can plan in their budget for upcoming changes or Flowbird can propose a obsolescence protection plan which ensures that the City will receive a modem at no cost at the time of a technology refresh when needed.
c)	Describe the modem type: CDMA, GSM and/or Wi-Fi.	Provide Proposal reference page with description in Column D	Flowbird provides for 4G cellular communication (typically through AT&T or T-Mobile) and we also provide an Ethernet option. See pages 20 and 37 of our Technical proposal for details.
d)	Identify the likely cellular carrier(s) to be used for City service and the process of determining reliability of signal coverage.	Provide Proposal reference page with description in Column D	AT&T and T Mobile are the top two carriers. Verizon is also available as a cost option. See pages 20 and 37 of our Technical proposal for details.
e)	The Proposer shall describe the established process to troubleshoot and resolve communication interruptions and failures.	Provide Proposal reference page with description in Column D	Alarms in the back office will identify the communication error. The customer (city or parking department affiliation) will submit a ticket to our Help Desk. The Help Desk will reach out to the carrier and determine how and when it will be retified. See support details starting on page 4 of our Technical proposal.
f)	System transactions shall be communicated to the back-office system in real time to support pay-by-plate pay station enforcement queries. The system shall support enforcement queries for vehicle payment status.	Meets	
g)	If credit card payments can be accepted during weak wireless signal occurrences, describe the process.	Meets	Credit card transactions will be stored in a batch mode and submitted when connectivity begins.
2.3 DISPLAY			
a)	Graphic display shall be easy to read under various daytime and nighttime lighting conditions, including fog and direct sunlight and at various angles. Proposer shall describe its options for altering the display to make viewing in direct sunlight easier.	Provide Proposal reference page with description in Column D	See pages 12 and 34 of our Technical proposal for details on the graphical display capabilities of the CWT and Strada Pay Stations.
b)	The meter shall have a backlit graphic display panel that is large enough to legibly display all necessary operating status messages to patrons and repair personnel. The display must be energy efficient and operate in a solar-charging (or equivalent) configuration and not cause excessive battery drain.	Meets	
c)	The display shall be scratch and impact resistant.	Meets	
d)	Current rates and hours must be able to be displayed on the graphic display and be remotely programmed.	Meets	
e)	Describe the ability to program and display different rate schedules by time of day and day of the week, including dynamic and progressive rate structures for peak occupancy periods. City staff shall have the ability to program rates independent of vendor support with no additional costs associated with these changes. i. Customers shall be able to select their rate option prior to submitting payment in order for the meter to translate the amount due and inform the customer of the payment value.	Provide Proposal reference page with description in Column D	City staff will have access to change rates and messages remotely from the back-office system. See pages 23 and 41 of our Technical proposal for details on rate change capabilities.
f)	Graphic display shall support dynamic messaging functionality to reflect changes in pricing, regulations, display messages, format, or configurations made in the MMS and communicated wirelessly to the meter at least once per day. The City shall have the ability to change or adjust the graphic display independent of vendor support and there shall be no additional costs for these types of adjustments.	Meets	
g)	Meters shall have an ability to display special messaging. Proposer shall describe the process and features that enable special messaging, i.e., holiday and special event messages, which can be downloaded remotely.	Provide Proposal reference page with description in Column D	Both the CWT and Strada Pay Stations can accommodate special messaging for holidays and special events. See pages 23 and 41 of our Technical proposal for more details.
h)	Meter display shall clearly communicate the following electronically, alphanumerically and graphically: i. Rates ii. Days and hours of meter operation iii. Regulations iv. Instructions to the user: 1. Read Error, Please Reinsert Card – if card is removed from the mechanism before it could read the information on the card; 2. Coin Only – at the sole discretion of City, if the card slot is inoperable; 3. Card Only – at the sole discretion of City, if the coin slot and/or bill acceptor is inoperable; 4. Out of Order – at the sole discretion of City, if the coin and card slot are inoperable, with customizable instructions such as pay at another meter. v. Special messaging	Meets	
i)	Proposer shall describe any static information displayed and the format used.	Provide Proposal reference page with description in Column D	Typically the only "static" information displayed the time and date which updates each minute and day. See pages 12 and 34 of our Technical proposal for details on the graphical display capabilities of the CWT and Strada Pay Stations.
2.4 KEYPAD			
a)	Keypads must be vandal resistant, weatherproof, and corrosion resistant.	Meets	

Pay Station Specifications

b)	Proposer shall describe any visual, audible or tactile indication that a button has been pressed, as feedback to the patron. i. Describe the visibility of the keypad after dark and how the patron will interact with the meter.	Provide Proposal reference page with description in Column D	On the Strada Pay Station the keyboard is a capacitive keyboard that provides audible indication after each button push. The keyboard can be backlit as a cost option. As discussed previously, Strada can also be equipped with a motion activated light bar as a cost option. The proposed CWT Pay Station will be delivered with a full color touch display that can accommodate audible indication as an option. The CWT is able to be equipped with front face lighting as well. See pages 15 and 35 of our Technical proposal for more details on the keypads.
2.5 PAYMENTS			
a)	Proposer shall describe coin, bill, card and alternative payment operations, including the number of different coins/currency accepted and the type of card-based payments, including magnetic stripe, contactless cards and chip-based cards (as applicable).	Provide Proposal reference page with description in Column D	Both the CWT and Strada Pay Stations can be configured for a variety of payment methods include coin, bill, card, and contactless/NFC payments. The CWT can accept up to 16 different coin/token types and the Strada can accept up to 14 different coin/token types. Bill are accepted 4 ways. See pages 17 and 38 of our Technical Proposal for more details.
b)	All meters must support secure real-time authorization of credit cards and optional contactless cards.	Meets	
c)	The meter shall accept monies through a jam-resistant coin/bill interface and jam- resistant card payments through a card interface.	Meets	
d)	For pay stations, the coin discrimination system should contain an automatic shutter, which only opens during operational hours for coin insertion of approved coins, but not for non-metallic objects.	Meets	
e)	For single/dual space meters, Proposer shall describe how the proposed technology mitigates insertion of objects other than approved coins.	N/A	
f)	If the coin or bill slot is inoperable, meters must have the option to still accept card payments and promote third-party payments (e.g., mobile payments), if applicable.	Meets	
g)	The coin chute or track and coin verifier unit shall be a free-fall type (non-moving and non-mechanized) or an equivalent.	Meets	The CWT Pay Station utilizes a free fall type coin acceptance system. The Strada utilizes a motorized coin selector which controls the movement of inserted coins in the meter (speed, position, etc).
h)	The coin chute or track shall include an anti-backup provision to prevent and detect the attempted retrieval of deposited coins (e.g., attached to strings, paddles, wires, etc.).	Meets	
i)	Monies must be deposited directly into, and stored within, secured containers in the vault area of the meter.	Meets	
j)	Monies must be easy to collect, simple to reconcile and include audit capabilities.	Meets	
k)	Maintenance personnel must be able to easily clear coin/bill jams without the use of special tools and without accessing the vault.	Meets	
l)	Describe how the ‘Pay at Any Pay Station’ feature would operate utilizing the proposed parking technology solution.	Provide Proposal reference page with description in Column D	In Pay by Plate mode, the devices are typically separated into zones by their rate structure. On the Strada, users can start and extend payments on any Strada within each specific zone. This ensures that people are paying the correct rate. On the CWT Touch, we offer the ability for the end user to confirm the zone they are parked in first, before they make their payment. If they are in front of a pay station but their vehicle is parked in a different zone, they type in their correct zone number which in some cases follows the zone numbering of the pay by cell system. These details can also be found on pages 13 and 35 of our Technical proposal.
m)	All meters shall be able to be programmed to accept pre-payments prior to start of regulated parking and extended payment within applicable City policy requirements.	Meets	
n)	Proposer shall describe in detail the step-by-step process of vendor’s credit card acceptance procedure from the time a patron inserts his/her card to the time the money is deposited in the City account. Include the name of your gateway processor (if using a third party) and the name of the gateway software (if your firm uses in-house software). Proposer shall list all subcontractors involved in each step (e.g., cellular providers or gateway companies) and describe the subcontractors’ PCI compliance. Proposer shall describe any per transaction charges from the vendor and/or the gateway company, or software charges; if none, then state as much.	Provide Proposal reference page with description in Column D	Please refer to pages 25 and 42 of our Technical proposal for details on the step by step credit card process. Flowbird utilizes it own gateway to connect to the credit card processors with the exception of when we are offering EMV payments. In this case we utilize the Simple Pay gateway (a 3rd party partner). All pricing is detailed in our price proposal. Our standard offer is to offer one back-office fee which covers gateway and EMV related fee. Optionally, we can have a lower monthly fee and add "per transaction" fees. We are happy to discuss both options in detail to help you make the best decision for the City.
o)	The meter, the associated communications system, the backend server and gateway services shall all be compliant with Payment Card Industry Data Security Standard (PCI Level 1 certified by a Qualified Security Assessor (QSA)).	Meets	
p)	Meter shall be PA-DSS certified by a Qualified Security Assessor (QSA).	Meets	Flowbird utilizes a PA-DSS certified card reader
q)	The technology must be EMV compliant. Proposer shall describe their current and future EMV capabilities including any required upgrades, options and/or associated costs.	Meets	The proposed card reader and solution is EMV certified. Note that there are additional monthly costs to accept EMV payments.

Pay Station Specifications

r)	Proposer shall describe any alternative payment options, the associated costs or any additional fees. Proposal shall describe current and future capabilities including any required upgrades or options for the implementation of the alternative payment options.	Provide Proposal reference page with description in Column D	Flowbird has proposed all available payment methods with the exception of our mobile payment app - Flowbird app. We have deployed our mobile payment solutions for close to 100 clients across the nation including for Washington State University Spokane. We would be happy to discuss this option with you and add the app as an alternative to the Passport app currently deployed in Spokane. One key benefit is that the Flowbird app can not only take standard on-street mobile payments, but it can also take parking reservations for public and private garages. Please refer to page 52 for more info on the Flowbird app.
s)	The MMS system shall allow the City to dynamically and remotely adjust parking prices on the meters in real-time.	Meets	
2.6 CLOCK			
a)	The meter must have a 365-day calendar real-time clock that completes a daily time-sync with the server at least once every 24 hours and that will either retain the time settings during battery replacements or servicing, or will accurately reset the time settings without losing prior programming; reset shall occur within 3 seconds of battery replacement or servicing. If back-up power built into the meter is used for this function, this back-up power must allow at least 15 minutes for a given battery change without losing the clock settings.	Meets	
b)	The clock shall be programmable at least one year in advance for automatic daylight savings time changes.	Meets	
c)	The time-of-day clock shall be accurate to within plus or minus two seconds per day (where a day is defined as any given 24-hour period). i. There shall be no upper limit or maximum deviation that would prevent the clock from syncing with the MMS. ii. The clock shall track the day of week, Monday through Sunday. iii. Time of day and day of week shall be displayed to maintenance staff, on the front display screen, when the reset feature is activated.	Meets	
2.7 POWER			
a)	Pay stations must allow for power by a rechargeable solar-powered (or equivalent) battery.	Meets	
b)	Batteries shall be located in an easily accessible storage area inside the unit that can be changed out in less than 30 seconds once the pay station is opened.	Meets	
c)	For environmental reasons, Nickel-Cadmium batteries shall not be used to power the meters.	Meets	
d)	The meter will be powered by battery and/or rechargeable solar-powered (or equivalent) battery pack.	Meets	
e)	When battery voltage falls below a minimum threshold, the meter will generate an alert prior to the meter going out of service.	Meets	
f)	Battery connections will be designed to resist corrosion and sustain a minimum of five years of service.	Meets	
g)	Current battery voltage for both rechargeable (solar or equivalent) and non-rechargeable batteries will be available on the display and through the MMS.	Meets	
h)	All locally stored meter data will be retained during battery replacement and battery failures of seven days or less.	Meets	
i)	Please describe any unique power management capabilities.	Provide Proposal reference page with description in Column D	Flowbird pay stations are designed specifically to run on solar power with an option to run on AC power. Our components are designed to draw very little power. Please refer to pages 15 and 35 for details on our solar power management.
j)	Battery shall guarantee a life of at least 5 years. Proposer shall describe how any and all options will impact battery life.	Provide Proposal reference page with description in Column D	Battery life is typically 5 years or more. A battery running on solar power can last between 3 and 5 years without a bench recharge. Please refer to pages 15 and 35 for details on our solar power management.
2.8 SECURITY / MAINTENANCE			
a)	Monies passing through the meter shall be deposited directly into secured containers in a separate vault area.	Meets	
b)	The coin/bill vault areas shall not be accessible from the maintenance compartment.	Meets	
c)	Meters shall be resistant to vandalism and other attacks to remove or disable coin/cash from the coinboxes.	Meets	
d)	Meters shall have high security locks for all housing and cabinet doors. Include a description of the locks provided. Electronic locks are preferred with online programmable access parameters including restrictions for maintenance, collections, days of week and hours of day. Describe the manual override process in case of power failure or electronic lock malfunction.	Provide Proposal reference page with description in Column D	Both the CWT and Strada feature high security locks that are hidden from public view. Electronic locks are a cost option and integration with Medeco locks for online programmability is also a cost option. Should an electronic lock fail in the field, a Flowbird technician will be deployed onsite to open up the lock and retrieve cash in the vault for the City. Please refer to pages 18 and 33 of our Technical proposal for details on our locking systems.
2.9 WARRANTY / VENDOR SUPPORT			
a)	Proposer shall describe their system warranty and extended warranty options on all hardware and software effective from the date of installation.	Provide Proposal reference page with description in Column D	Please refer to page 7 of our Technical proposal for details on our hardware warranty. The back-office system gets updated automatically with the latest version because it is web based.
b)	Proposer shall describe technical support services, including 7 day a week customer support help desk availability (including holidays), on-line help features, transaction assistance, on-site support and technical support, during and beyond the installation and warranty periods. Proposer shall describe who is responsible for supporting the meter including any and all subcontractors.	Provide Proposal reference page with description in Column D	Please refer to the details of our support services starting on page 4 of our proposal.


Pay Station Specifications

c)	The customer support help desk shall have the ability to collect and/or provide detailed information to the City via the hotline and/or via log in to the back-office software, including: i. Verify, log and dispatch reports of meter malfunctions in real time with online tracking	Meets	
d)	Proposer shall provide the City with toll free telephone numbers enabling them to reach Proposer's staff during normal business hours.	Meets	
e)	The system must be capable of providing remote off-site diagnosis and support via wireless access. The system must be capable of remote software upgrades via wireless access.	Meets	
f)	Vendor shall be required to provide quarterly technical bulletins that identify product notifications, technology updates, lessons learned from other installations and overall system and performance details including software and firmware upgrades with an explanation of features and improvements.	Meets	
g)	Provide system warranty guarantees and extended warranty options on all hardware and software effective from the date of installation.	Provide Proposal reference page with description in Column D	Please refer to page 7 of our Technical proposal for details on our hardware warranty.
h)	Requests for Quotations from the City must be to be fulfilled within three business days, and/or at a status update on the 3rd business day and every 2 days thereafter. This is to include all requests for all equipment and parts.	Meets	
i)	Return Merchandise Authorization (RMA) requests must be fulfilled within 30 calendar days, and/or a status update as the expected time of arrival (ETA). RMA shipments to the City must include advance email delivery notification, delivery date/time and the associated tracking number to the designated City point of contact. Deliveries to the City shall only occur within the mutually established delivery hours of operation.	Meets	
2.10 TRAINING			
a)	Proposer shall provide a proposed training outline with their response.	Meets	Please refer to page 69 of our response for our proposed training outline.
b)	The City requires an on-site 2-hour refresher training each year that will include a review of project issues, system performance and product updates. Vendor shall provide all training at a location to be determined by the City or its designee.	Meets	
c)	Proposer shall cover all travel costs.	Meets	
d)	Proposer shall describe how upgrades to the MMS or other systems will be distributed, communicated, and implemented (e.g., training of appropriate staff) during the term of the contract.	Provide Proposal reference page with description in Column D	The back-office system is web based and will update automatically as new versions come available. This information is reiterated on page 7 of our Technical Proposal.
e)	Proposer shall supply and keep current hard and digital copies of all operating, training, repair and user's manuals, which includes detailed instructions for system usage.	Meets	
2.11 REPORTING / MAINTENANCE TRACKING / ENFORCEMENT			
a)	The MMS must provide secure, web-based back office reporting, including real time exception reporting for equipment downtime and data transmission issues.	Meets	
b)	The MMS shall provide maintenance tracking with automated technical ticket generation.	Meets	
c)	Describe how access to real-time information regarding customer-generated reports of meter or signage problems, and meter-generated warnings and alarms is available to support staff, including maintenance technicians.	Provide Proposal reference page with description in Column D	Please refer to pages 22 and 39 for details on our meter management system capabilities.
d)	The MMS shall provide a smartphone application to update, reassign and close out maintenance tickets.	Does Not Meet	Currently the maintenance ticket system is web based, not available through an app.
e)	The MMS shall have the capability to track maintenance issues, completion of maintenance tasks and reports on meter uptime.	Meets	
f)	The MMS shall provide scheduling capabilities for both preventive and non-recurring maintenance.	Meets	
g)	The MMS shall provide a maintenance dispatch interface for the scheduling, recording and reporting of error/problem corrections.	Meets	
h)	The MMS shall provide an online mapping module for parking spaces and meters to identify maintenance and enforcement areas/zones. The MMS shall provide real-time verification of parking spaces payment status for enforcement purposes.	Meets	
i)	MMS shall allow the remote download of all rate changes, display changes, receipt layout changes, other user interface changes and operating system changes and upgrades with no upcharge for wireless data usage.	Meets	
j)	The web-based MMS reporting analytics tool shall allow for: i. Custom filtering of data fields ii. Drop & drag report capabilities iii. Table creation where reports can be saved for individual or global use	Meets	
k)	The MMS shall allow for online scheduled reports to be exported as Excel, CSVs and/or PDFs	Meets	
2.12 DATA / INTEGRATION			
a)	Proposer must provide real-time integration with the City's current and future parking technology and data management vendors, including, but not limited to, citation issuance/enforcement handhelds, LPR and mobile payment (Passport). Proposer shall confirm current integrations with the City's existing vendors and/or describe any costs associated with implementing the integration required to support pay-by-plate.	Provide Proposal reference page with description in Column D	Flowbird confirms that we have current integrations with the City's current vendors and will provide these integrations at no charge. Please refer to page 10 of our proposal for more details on our integration capabilities.


Pay Station Specifications

b)	Vendor will be required to provide all meter related data in a format and interface as defined by the City, including an interface with the City's asset management system (Cityworks). Vendor shall be able to work with outside vendors to perform data migration. This could include data mapping, data cleanup/verification, data transfer, and other testing as defined by City requirements.	Meets	Flowbird is able to provide a data extraction tool that allows the City to take the data it needs from the system and import it into the system of its choosing.
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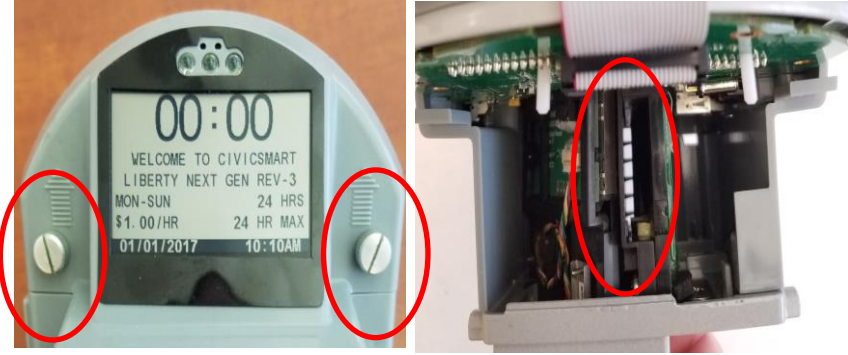
Dual Space Meters

Company Name and Contact Information:		Parkeon, Inc. dba Flowbird - Kerry Loomis - 470-591-6974 - kerry.loomis@flowbird.group	
	Requirement Description	Requirement Compliance	Vendor Response Comments - Optional
2.1 GENERAL SPECIFICATIONS	Please note: Please fill this sheet out for DUAL SPACE METERS only	Proposer is to respond to all requirements highlighted in *yellow*. If vendor selects "will meet" please list compliance date in notes section	If, applicable, you may use this space to expand on your response and/or reference supporting documentation (e.g. file attachments, online information, etc.) on how your solution meets the requirement.
a)	Payment must be available through multiple options, including coin, credit card and mobile payment integration. Near Field Communication (NFC) (including Apple Pay and Google Pay) payments shall be supported and available.	Meets	All payment forms except NFC are currently available and operational. NFC payment acceptance (including Apple Pay and Google Pay) will be available in early 2020.
b)	Pay station technology must allow the patron to pay for a parking space transaction at any pay station.	Does Not Meet	This is a paystation specific requirement. Dual space parking meters only allow motorists to pay for any two specific spaces per meter.
c)	The ability to add time to existing transactions, however, the add time feature must disallow the ability to purchase time past the maximum time allowed by license plate for the parking space/zone.	Meets	For dual space meters, this is a by-space feature, not by-license plate.
d)	Meters must have the ability to store a minimum of 8 different rate structures that are configurable by time of day and day of the week. Pay stations must allow for simultaneous rate structures to be displayed that include static/fixed rate combined with hourly rate options.	Meets	
e)	A large screen display is preferred in order for rate information to be displayed, rather than signs posted on the meter.	Meets	The LNG high-resolution screen has a large hi-resolution screen which allows for rate and other information to be fully displayed on the screen.
f)	Pre-payment option (payments made in advance of operating hours).	Meets	
g)	An option for patrons to be informed of the expiration of their paid parking session.	Meets	We do not current offer this solution, however, this is available with the integration of the City's mobile payment provider.
h)	All technology must be simple to understand and easy to use.	Meets	
i)	All technology must be reliable, easy to maintain and secure.	Meets	
j)	All technology shall be able to electronically display the following to the patron with minimal effort: i. Rates ii. Days and hours of operation iii. User instructions	Meets	
k)	Proposers must offer strong customer support 7 days a week.	Meets	Our Support Desk is staffed by Full Time CivicSmart employees during business hours. All issues are logged into our Jira Work Order Tracking System so there is full visibility across the organization for all issues until resolution. Live operators answer calls after-hours and can escalate issues as needed. Alternate points of contact are also provided when needed.
l)	Changing rates using the Meter Management System (MMS) shall be completely web-based (no software to install), easy to use with customizable tariff naming and the ability to download rates onto customizable, user-defined groups of meters.	Meets	
m)	All technology, equipment and systems shall be ADA-compliant.	Meets	
n)	All materials and components shall be new and unused.	Meets	
o)	All technology shall have a modular design. Components shall be able to be quickly changed in the field.	Meets	
p)	All electronic components, connections and wiring shall be fully weatherproofed.	Meets	
q)	The meters shall be weather, rust and graffiti resistant and shall be made of stainless steel or an equivalent material.	Meets	
r)	The City prefers that the meter has additional lighting or illumination for dark hour usage. Proposer shall describe how the lighting and/or display operates during dark hours.	Provide Proposal reference page with description in Column D	Please refer to attached document.
s)	All technology shall wirelessly communicate usage, payment status, meter access and maintenance alert data in real-time.	Meets	
t)	All technology shall be managed by a web-based meter maintenance system (MMS) that can: i. Remotely update pricing, regulations, and configuration. ii. Provide reports on meter activity. iii. Automatically create maintenance work order tickets for generated alarms or patron reports of meter malfunctions. Maintenance tickets shall be able to be updated via email, smartphone and tablet. iv. Record meter maintenance completed by repair staff. v. Easily indicate meter status and send alarms to designated personnel if a meter is not functioning. vi. Proposer shall describe ability to integrate with City's 311 reporting system to receive and report on trouble tickets and work order requests.	Meets	
u)	All technology shall be warranted to operate as proposed within a temperature range of -15 degrees Fahrenheit to +140 degrees Fahrenheit and under environmental conditions found in the City, including but not limited to sleet, snow, hail, grime, rain, fog, sun (including direct sunlight), and vibrations.	Meets	
2.2 WIRELESS TWO-WAY COMMUNICATIONS			


Dual Space Meters

a)	The technology will be equipped with a modem, antenna, and the required software to support wireless communications.	Meets	
b)	The wireless communications shall be supplied as a “communications service” during the life of the contract, not as a specific type of modem or wireless carrier supply. Vendor shall be responsible for maintaining and updating the communications service to ensure system uptime in excess of 99% during parking hours of operation.	Meets	A communications service guarantee is included in the extended meter warranty.
c)	Describe the modem type: CDMA, GSM and/or Wi-Fi.	Provide Proposal reference page with description in Column D	Please refer to attached document.
d)	Identify the likely cellular carrier(s) to be used for City service and the process of determining reliability of signal coverage.	Provide Proposal reference page with description in Column D	Please refer to attached document.
e)	The Proposer shall describe the established process to troubleshoot and resolve communication interruptions and failures.	Provide Proposal reference page with description in Column D	Please refer to attached document.
f)	System transactions shall be communicated to the back-office system in real time to support pay-by-plate pay station enforcement queries. The system shall support enforcement queries for vehicle payment status.	Meets	Dual-space meters are a pay-by-space configuration, therefore will not supply pay-by-plate enforcement queries. Enforcement officers will, however, have access to meter payment status.
g)	If credit card payments can be accepted during weak wireless signal occurrences, describe the process.	Meets	During weak or no wireless signal, credit card payments are accepted (unless from a blacklisted card), stored locally in accordance with PCI requirements, and uploaded when service is restored.
2.3 DISPLAY			
a)	Graphic display shall be easy to read under various daytime and nighttime lighting conditions, including fog and direct sunlight and at various angles. Proposer shall describe its options for altering the display to make viewing in direct sunlight easier.	Provide Proposal reference page with description in Column D	Please refer to attached document.
b)	The meter shall have a backlit graphic display panel that is large enough to legibly display all necessary operating status messages to patrons and repair personnel. The display must be energy efficient and operate in a solar-charging (or equivalent) configuration and not cause excessive battery drain.	Meets	The innovative engineering of our LNG eliminates the need for solar panels which trickle-charge batteries resulting in short battery life. Our fully rechargeable battery is not impaired by trees, buildings, northern exposure, high latitude, short winter days, etc.
c)	The display shall be scratch and impact resistant.	Meets	
d)	Current rates and hours must be able to be displayed on the graphic display and be remotely programmed.	Meets	
e)	Describe the ability to program and display different rate schedules by time of day and day of the week, including dynamic and progressive rate structures for peak occupancy periods. City staff shall have the ability to program rates independent of vendor support with no additional costs associated with these changes. i. Customers shall be able to select their rate option prior to submitting payment in order for the meter to translate the amount due and inform the customer of the payment value.	Provide Proposal reference page with description in Column D	Please refer to attached document.
f)	Graphic display shall support dynamic messaging functionality to reflect changes in pricing, regulations, display messages, format, or configurations made in the MMS and communicated wirelessly to the meter at least once per day. The City shall have the ability to change or adjust the graphic display independent of vendor support and there shall be no additional costs for these types of adjustments.	Meets	
g)	Meters shall have an ability to display special messaging. Proposer shall describe the process and features that enable special messaging, i.e., holiday and special event messages, which can be downloaded remotely.	Provide Proposal reference page with description in Column D	Please refer to attached document.
h)	Meter display shall clearly communicate the following electronically, alphanumerically and graphically: i. Rates ii. Days and hours of meter operation iii. Regulations iv. Instructions to the user: 1. Read Error, Please Reinsert Card – if card is removed from the mechanism before it could read the information on the card; 2. Coin Only – at the sole discretion of City, if the card slot is inoperable; 3. Card Only – at the sole discretion of City, if the coin slot and/or bill acceptor is inoperable; 4. Out of Order – at the sole discretion of City, if the coin and card slot are inoperable, with customizable instructions such as pay at another meter. v. Special messaging	Meets	
i)	Proposer shall describe any static information displayed and the format used.	Provide Proposal reference page with description in Column D	Please refer to attached document.
2.4 KEYPAD			
a)	Keypads must be vandal resistant, weatherproof, and corrosion resistant.	Meets	
b)	Proposer shall describe any visual, audible or tactile indication that a button has been pressed, as feedback to the patron. i. Describe the visibility of the keypad after dark and how the patron will interact with the meter.	Provide Proposal reference page with description in Column D	Please refer to attached document.
2.5 PAYMENTS			
a)	Proposer shall describe coin, bill, card and alternative payment operations, including the number of different coins/currency accepted and the type of card-based payments, including magnetic stripe, contactless cards and chip-based cards (as applicable).	Provide Proposal reference page with description in Column D	Please refer to attached document.
b)	All meters must support secure real-time authorization of credit cards and optional contactless cards.	Meets	All payment forms except NFC are currently available and operational. NFC payment acceptance (including Apple Pay and Google Pay) will be available in early 2020.
c)	The meter shall accept monies through a jam-resistant coin/bill interface and jam-resistant card payments through a card interface.	Meets	*Bills are not applicable to dual-space meters

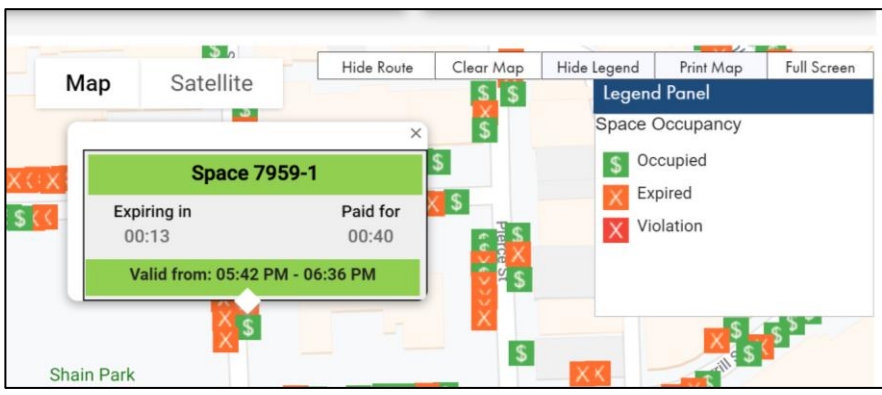
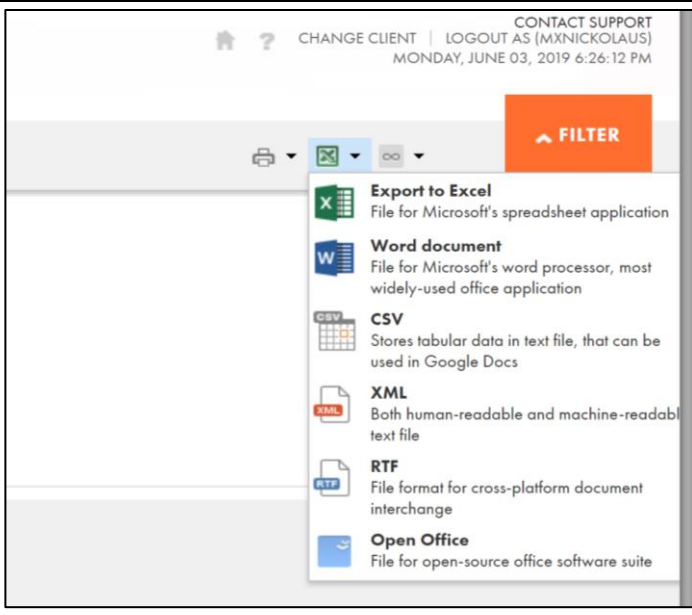
Dual Space Meters

d)	For pay stations, the coin discrimination system should contain an automatic shutter, which only opens during operational hours for coin insertion of approved coins, but not for non-metallic objects.	N/A	
e)	For single/dual space meters, Proposer shall describe how the proposed technology mitigates insertion of objects other than approved coins.	Provide Proposal reference page with description in Column D	Please refer to attached document.
f)	If the coin or bill slot is inoperable, meters must have the option to still accept card payments and promote third-party payments (e.g., mobile payments), if applicable.	Meets	
g)	The coin chute or track and coin verifier unit shall be a free-fall type (non-moving and non-mechanized) or an equivalent.	Meets	
h)	The coin chute or track shall include an anti-backup provision to prevent and detect the attempted retrieval of deposited coins (e.g., attached to strings, paddles, wires, etc.).	Meets	
i)	Monies must be deposited directly into, and stored within, secured containers in the vault area of the meter.	Meets	
j)	Monies must be easy to collect, simple to reconcile and include audit capabilities.	Meets	
k)	Maintenance personnel must be able to easily clear coin/bill jams without the use of special tools and without accessing the vault.	Meets	<p>Coin jams can be cleared by removing two thumb screws to access the coin slot.</p> 
l)	Describe how the 'Pay at Any Pay Station' feature would operate utilizing the proposed parking technology solution.	Provide Proposal reference page with description in Column D	This is not a dual-space meter feature.
m)	All meters shall be able to be programmed to accept pre-payments prior to start of regulated parking and extended payment within applicable City policy requirements.	Meets	
n)	Proposer shall describe in detail the step-by-step process of vendor's credit card acceptance procedure from the time a patron inserts his/her card to the time the money is deposited in the City account. Include the name of your gateway processor (if using a third party) and the name of the gateway software (if your firm uses in-house software). Proposer shall list all subcontractors involved in each step (e.g., cellular providers or gateway companies) and describe the subcontractors' PCI compliance. Proposer shall describe any per transaction charges from the vendor and/or the gateway company, or software charges; if none, then state as much.	Provide Proposal reference page with description in Column D	Please refer to attached document.
o)	The meter, the associated communications system, the backend server and gateway services shall all be compliant with Payment Card Industry Data Security Standard (PCI Level 1 certified by a Qualified Security Assessor (QSA)).	Meets	
p)	Meter shall be PA-DSS certified by a Qualified Security Assessor (QSA).	Meets	
q)	The technology must be EMV compliant. Proposer shall describe their current and future EMV capabilities including any required upgrades, options and/or associated costs.	Meets	The LNG has a Level 2 EMV-certified card reader.
r)	Proposer shall describe any alternative payment options, the associated costs or any additional fees. Proposal shall describe current and future capabilities including any required upgrades or options for the implementation of the alternative payment options.	Provide Proposal reference page with description in Column D	Please refer to attached document.
s)	The MMS system shall allow the City to dynamically and remotely adjust parking prices on the meters in real-time.	Meets	
2.6 CLOCK			
a)	The meter must have a 365-day calendar real-time clock that completes a daily time-sync with the server at least once every 24 hours and that will either retain the time settings during battery replacements or servicing, or will accurately reset the time settings without losing prior programming; reset shall occur within 3 seconds of battery replacement or servicing. If back-up power built into the meter is used for this function, this back-up power must allow at least 15 minutes for a given battery change without losing the clock settings.	Meets	
b)	The clock shall be programmable at least one year in advance for automatic daylight savings time changes.	Meets	
c)	<p>The time-of-day clock shall be accurate to within plus or minus two seconds per day (where a day is defined as any given 24-hour period).</p> <p>i. There shall be no upper limit or maximum deviation that would prevent the clock from syncing with the MMS.</p> <p>ii. The clock shall track the day of week, Monday through Sunday.</p> <p>iii. Time of day and day of week shall be displayed to maintenance staff, on the front display screen, when the reset feature is activated.</p>	Meets	
2.7 POWER			
a)	Pay stations must allow for power by a rechargeable solar-powered (or equivalent) battery.	N/A	
b)	Batteries shall be located in an easily accessible storage area inside the unit that can be changed out in less than 30 seconds once the pay station is opened.	N/A	
c)	For environmental reasons, Nickel-Cadmium batteries shall not be used to power the meters.	Meets	
d)	The meter will be powered by battery and/or rechargeable solar-powered (or equivalent) battery pack.	Meets	

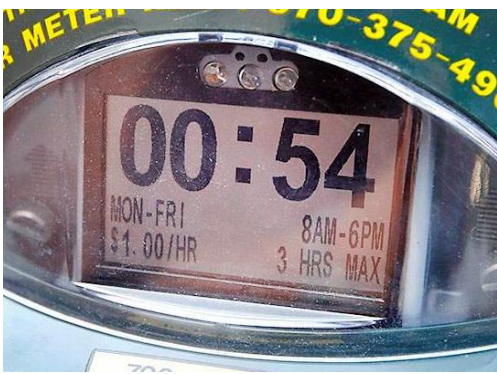

Dual Space Meters

e)	When battery voltage falls below a minimum threshold, the meter will generate an alert prior to the meter going out of service.	Meets	
f)	Battery connections will be designed to resist corrosion and sustain a minimum of five years of service.	Meets	
g)	Current battery voltage for both rechargeable (solar or equivalent) and non-rechargeable batteries will be available on the display and through the MMS.	Meets	Battery voltage is available on the display through the Tech Menu as well as in the backend PEMS system. 
h)	All locally stored meter data will be retained during battery replacement and battery failures of seven days or less.	Meets	
i)	Please describe any unique power management capabilities.	Provide Proposal reference page with description in Column D	Please refer to attached document.
j)	Battery shall guarantee a life of at least 5 years. Proposer shall describe how any and all options will impact battery life.	Provide Proposal reference page with description in Column D	Please refer to attached document.
2.8 SECURITY / MAINTENANCE			
a)	Monies passing through the meter shall be deposited directly into secured containers in a separate vault area.	Meets	
b)	The coin/bill vault areas shall not be accessible from the maintenance compartment.	Meets	
c)	Meters shall be resistant to vandalism and other attacks to remove or disable coin/cash from the coinboxes.	Meets	
d)	Meters shall have high security locks for all housing and cabinet doors. Include a description of the locks provided. Electronic locks are preferred with online programmable access parameters including restrictions for maintenance, collections, days of week and hours of day. Describe the manual override process in case of power failure or electronic lock malfunction.	Provide Proposal reference page with description in Column D	Please refer to attached document.
2.9 WARRANTY / VENDOR SUPPORT			
a)	Proposer shall describe their system warranty and extended warranty options on all hardware and software effective from the date of installation.	Provide Proposal reference page with description in Column D	Please refer to attached document.
b)	Proposer shall describe technical support services, including 7 day a week customer support help desk availability (including holidays), on-line help features, transaction assistance, on-site support and technical support, during and beyond the installation and warranty periods. Proposer shall describe who is responsible for supporting the meter including any and all subcontractors.	Provide Proposal reference page with description in Column D	Please refer to attached document.
c)	The customer support help desk shall have the ability to collect and/or provide detailed information to the City via the hotline and/or via log in to the back-office software, including: i. Verify, log and dispatch reports of meter malfunctions in real time with online tracking	Meets	
d)	Proposer shall provide the City with toll free telephone numbers enabling them to reach Proposer's staff during normal business hours.	Meets	
e)	The system must be capable of providing remote off-site diagnosis and support via wireless access. The system must be capable of remote software upgrades via wireless access.	Meets	
f)	Vendor shall be required to provide quarterly technical bulletins that identify product notifications, technology updates, lessons learned from other installations and overall system and performance details including software and firmware upgrades with an explanation of features and improvements.	Meets	
g)	Provide system warranty guarantees and extended warranty options on all hardware and software effective from the date of installation.	Provide Proposal reference page with description in Column D	Please refer to attached document.
h)	Requests for Quotations from the City must be to be fulfilled within three business days, and/or at a status update on the 3rd business day and every 2 days thereafter. This is to include all requests for all equipment and parts.	Meets	
i)	Return Merchandise Authorization (RMA) requests must be fulfilled within 30 calendar days, and/or a status update as the expected time of arrival (ETA). RMA shipments to the City must include advance email delivery notification, delivery date/time and the associated tracking number to the designated City point of contact. Deliveries to the City shall only occur within the mutually established delivery hours of operation.	Meets	
2.10 TRAINING			
a)	Proposer shall provide a proposed training outline with their response.	Meets	Please refer to attached document.
b)	The City requires an on-site 2-hour refresher training each year that will include a review of project issues, system performance and product updates. Vendor shall provide all training at a location to be determined by the City or its designee.	Meets	
c)	Proposer shall cover all travel costs.	Meets	
d)	Proposer shall describe how upgrades to the MMS or other systems will be distributed, communicated, and implemented (e.g., training of appropriate staff) during the term of the contract.	Provide Proposal reference page with description in Column D	Please refer to attached document.


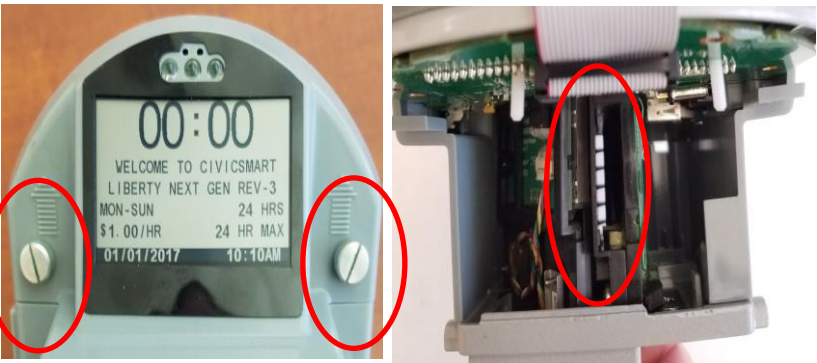
Dual Space Meters

e)	Proposer shall supply and keep current hard and digital copies of all operating, training, repair and user's manuals, which includes detailed instructions for system usage.	Meets	
2.11 REPORTING / MAINTENANCE TRACKING / ENFORCEMENT			
a)	The MMS must provide secure, web-based back office reporting, including real time exception reporting for equipment downtime and data transmission issues.	Meets	
b)	The MMS shall provide maintenance tracking with automated technical ticket generation.	Meets	
c)	Describe how access to real-time information regarding customer-generated reports of meter or signage problems, and meter-generated warnings and alarms is available to support staff, including maintenance technicians.	Provide Proposal reference page with description in Column D	Please refer to attached document.
d)	The MMS shall provide a smartphone application to update, reassign and close out maintenance tickets.	Meets	
e)	The MMS shall have the capability to track maintenance issues, completion of maintenance tasks and reports on meter uptime.	Meets	
f)	The MMS shall provide scheduling capabilities for both preventive and non-recurring maintenance.	Meets	
g)	The MMS shall provide a maintenance dispatch interface for the scheduling, recording and reporting of error/problem corrections.	Meets	
h)	The MMS shall provide an online mapping module for parking spaces and meters to identify maintenance and enforcement areas/zones. The MMS shall provide real-time verification of parking spaces payment status for enforcement purposes.	Meets	
i)	MMS shall allow the remote download of all rate changes, display changes, receipt layout changes, other user interface changes and operating system changes and upgrades with no upcharge for wireless data usage.	Meets	
j)	The web-based MMS reporting analytics tool shall allow for: i. Custom filtering of data fields ii. Drop & drag report capabilities iii. Table creation where reports can be saved for individual or global use	Meets	
k)	The MMS shall allow for online scheduled reports to be exported as Excel, CSVs and/or PDFs	Meets	
2.12 DATA / INTEGRATION			
a)	Proposer must provide real-time integration with the City's current and future parking technology and data management vendors, including, but not limited to, citation issuance/enforcement handhelds, LPR and mobile payment (Passport). Proposer shall confirm current integrations with the City's existing vendors and/or describe any costs associated with implementing the integration required to support pay-by-plate.	Provide Proposal reference page with description in Column D	Please refer to attached document.
b)	Vendor will be required to provide all meter related data in a format and interface as defined by the City, including an interface with the City's asset management system (Cityworks). Vendor shall be able to work with outside vendors to perform data migration. This could include data mapping, data cleanup/verification, data transfer, and other testing as defined by City requirements.	Meets	


RFP 5207-19 ATTACHMENT B - COMPLIANCE MATRIX

Company Name and Contact Information:		Parkeon, Inc. dba Flowbird - Kerry Loomis - 470-591-6974 - kerry.loomis@flowbird.group	
	Requirement Description	Requirement Compliance	Vendor Response Comments - Optional
2.1 GENERAL SPECIFICATIONS	Please note: Please fill this sheet out for SINGLE SPACE METERS only	Proposer is to respond to all requirements highlighted in *yellow*. If vendor selects "will meet" please list compliance date in notes section	If, applicable, you may use this space to expand on your response and/or reference supporting documentation (e.g. file attachments, online information, etc.) on how your solution meets the requirement.
a)	Payment must be available through multiple options, including coin, credit card and mobile payment integration. Near Field Communication (NFC) (including Apple Pay and Google Pay) payments shall be supported and available.	Meets	All payment forms except NFC are currently available and operational. NFC payment acceptance (including Apple Pay and Google Pay) will be available in early 2020.
b)	Pay station technology must allow the patron to pay for a parking space transaction at any pay station.	Does Not Meet	This is a paystation specific requirement. Single space parking meters only allow motorists to pay for a specific space per meter.
c)	The ability to add time to existing transactions, however, the add time feature must disallow the ability to purchase time past the maximum time allowed by license plate for the parking space/zone.	Meets	For single space meters, this is a by-space feature, not by-license plate.
d)	Meters must have the ability to store a minimum of 8 different rate structures that are configurable by time of day and day of the week. Pay stations must allow for simultaneous rate structures to be displayed that include static/fixed rate combined with hourly rate options.	Meets	
e)	A large screen display is preferred in order for rate information to be displayed, rather than signs posted on the meter.	Meets	The LNG high-resolution screen has a large hi-resolution screen which allows for rate and other information to be fully displayed on the screen. 
f)	Pre-payment option (payments made in advance of operating hours).	Meets	
g)	An option for patrons to be informed of the expiration of their paid parking session.	Does Not Meet	We do not current offer this solution, however, this is available with the integration of the City's mobile payment provider.
h)	All technology must be simple to understand and easy to use.	Meets	
i)	All technology must be reliable, easy to maintain and secure.	Meets	
j)	All technology shall be able to electronically display the following to the patron with minimal effort: i. Rates ii. Days and hours of operation iii. User instructions	Meets	
k)	Proposers must offer strong customer support 7 days a week.	Meets	Our Support Desk is staffed by Full Time CivicSmart employees during business hours. All issues are logged into our Jira Work Order Tracking System so there is full visibility across the organization for all issues until resolution. Live operators answer calls after-hours and can escalate issues as needed. Alternate points of contact are also provided when needed.
l)	Changing rates using the Meter Management System (MMS) shall be completely web-based (no software to install), easy to use with customizable tariff naming and the ability to download rates onto customizable, user-defined groups of meters.	Meets	
m)	All technology, equipment and systems shall be ADA-compliant.	Meets	
n)	All materials and components shall be new and unused.	Meets	
o)	All technology shall have a modular design. Components shall be able to be quickly changed in the field.	Meets	
p)	All electronic components, connections and wiring shall be fully weatherproofed.	Meets	
q)	The meters shall be weather, rust and graffiti resistant and shall be made of stainless steel or an equivalent material.	Meets	
r)	The City prefers that the meter has additional lighting or illumination for dark hour usage. Proposer shall describe how the lighting and/or display operates during dark hours.	Provide Proposal reference page with description in Column D	Please refer to attached document.
s)	All technology shall wirelessly communicate usage, payment status, meter access and maintenance alert data in real-time.	Meets	
t)	All technology shall be managed by a web-based meter maintenance system (MMS) that can: i. Remotely update pricing, regulations, and configuration. ii. Provide reports on meter activity. iii. Automatically create maintenance work order tickets for generated alarms or patron reports of meter malfunctions. Maintenance tickets shall be able to be updated via email, smartphone and tablet. iv. Record meter maintenance completed by repair staff. v. Easily indicate meter status and send alarms to designated personnel if a meter is not functioning. vi. Proposer shall describe ability to integrate with City's 311 reporting system to receive and report on trouble tickets and work order requests.	Meets	
u)	All technology shall be warranted to operate as proposed within a temperature range of -15 degrees Fahrenheit to +140 degrees Fahrenheit and under environmental conditions found in the City, including but not limited to sleet, snow, hail, grime, rain, fog, sun (including direct sunlight), and vibrations.	Meets	
2.2 WIRELESS TWO-WAY COMMUNICATIONS			
a)	The technology will be equipped with a modem, antenna, and the required software to support wireless communications.	Meets	
b)	The wireless communications shall be supplied as a “communications service” during the life of the contract, not as a specific type of modem or wireless carrier supply. Vendor shall be responsible for maintaining and updating the communications service to ensure system uptime in excess of 99% during parking hours of operation.	Meets	A communications service guarantee is included in the extended meter warranty.
c)	Describe the modem type: CDMA, GSM and/or Wi-Fi.	Provide Proposal reference page with description in Column D	Please refer to attached document.
d)	Identify the likely cellular carrier(s) to be used for City service and the process of determining reliability of signal coverage.	Provide Proposal reference page with description in Column D	Please refer to attached document.
e)	The Proposer shall describe the established process to troubleshoot and resolve communication interruptions and failures.	Provide Proposal reference page with description in Column D	Please refer to attached document.
f)	System transactions shall be communicated to the back-office system in real time to support pay-by-plate pay station enforcement queries. The system shall support enforcement queries for vehicle payment status.	Meets	Single-space meters are a pay-by-space configuration, therefore will not supply pay-by-plate enforcement queries. Enforcement officers will, however, have access to meter payment status.

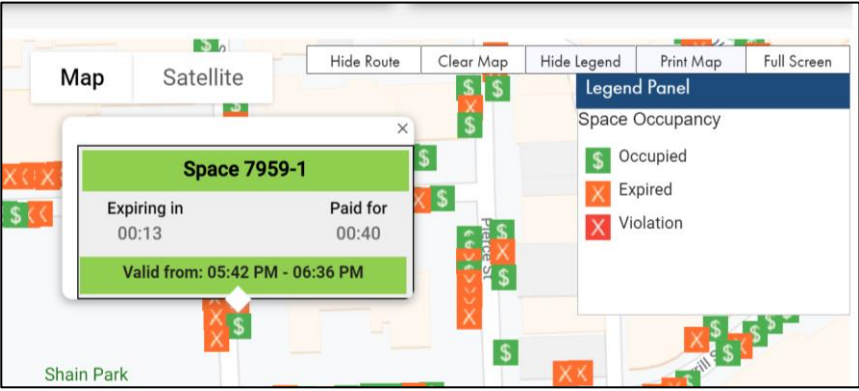
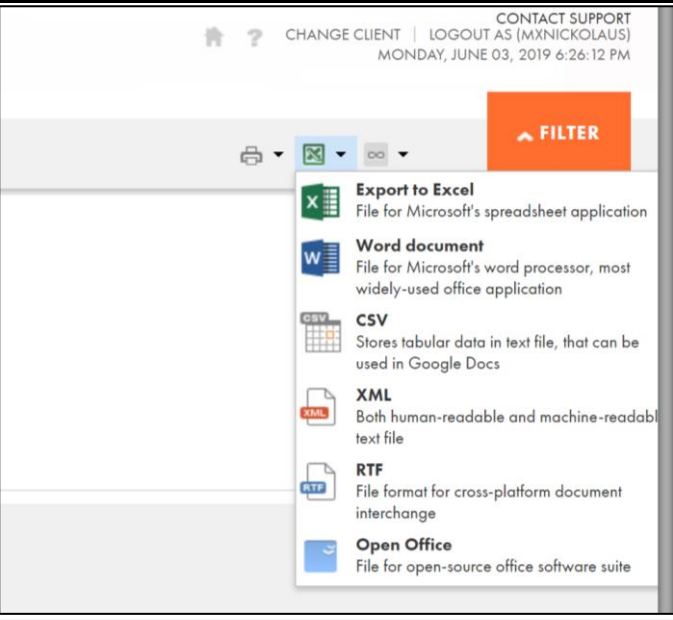
Single Space Meters

	Requirement Description	Requirement Compliance	Vendor Response Comments - Optional
g)	If credit card payments can be accepted during weak wireless signal occurrences, describe the process.	Meets	During weak or no wireless signal, credit card payments are accepted (unless from a blacklisted card), stored locally in accordance with PCI requirements, and uploaded when service is restored.
2.3 DISPLAY			
a)	Graphic display shall be easy to read under various daytime and nighttime lighting conditions, including fog and direct sunlight and at various angles. Proposer shall describe its options for altering the display to make viewing in direct sunlight easier.	Provide Proposal reference page with description in Column D	Please refer to attached document.
b)	The meter shall have a backlit graphic display panel that is large enough to legibly display all necessary operating status messages to patrons and repair personnel. The display must be energy efficient and operate in a solar-charging (or equivalent) configuration and not cause excessive battery drain.	Meets	The innovative engineering of our LNG eliminates the need for solar panels which trickle-charge batteries resulting in short battery life. Our fully rechargeable battery is not impaired by trees, buildings, northern exposure, high latitude, short winter days, etc.
c)	The display shall be scratch and impact resistant.	Meets	
d)	Current rates and hours must be able to be displayed on the graphic display and be remotely programmed.	Meets	
e)	Describe the ability to program and display different rate schedules by time of day and day of the week, including dynamic and progressive rate structures for peak occupancy periods. City staff shall have the ability to program rates independent of vendor support with no additional costs associated with these changes. i. Customers shall be able to select their rate option prior to submitting payment in order for the meter to translate the amount due and inform the customer of the payment value.	Provide Proposal reference page with description in Column D	Please refer to attached document.
f)	Graphic display shall support dynamic messaging functionality to reflect changes in pricing, regulations, display messages, format, or configurations made in the MMS and communicated wirelessly to the meter at least once per day. The City shall have the ability to change or adjust the graphic display independent of vendor support and there shall be no additional costs for these types of adjustments.	Meets	
g)	Meters shall have an ability to display special messaging. Proposer shall describe the process and features that enable special messaging, i.e., holiday and special event messages, which can be downloaded remotely.	Provide Proposal reference page with description in Column D	Please refer to attached document.
h)	Meter display shall clearly communicate the following electronically, alphanumerically and graphically: i. Bates ii. Days and hours of meter operation iii. Regulations iv. Instructions to the user: 1. Read Error, Please Reinsert Card – if card is removed from the mechanism before it could read the information on the card; 2. Coin Only – at the sole discretion of City, if the card slot is inoperable; 3. Card Only – at the sole discretion of City, if the coin slot and/or bill acceptor is inoperable; 4. Out of Order – at the sole discretion of City, if the coin and card slot are inoperable, with customizable instructions such as pay at another meter. v. Special messaging	Meets	
i)	Proposer shall describe any static information displayed and the format used.	Provide Proposal reference page with description in Column D	Please refer to attached document.
2.4 KEYPAD			
a)	Keypads must be vandal resistant, weatherproof, and corrosion resistant.	Meets	
b)	Proposer shall describe any visual, audible or tactile indication that a button has been pressed, as feedback to the patron. i. Describe the visibility of the keypad after dark and how the patron will interact with the meter.	Provide Proposal reference page with description in Column D	Please refer to attached document.
2.5 PAYMENTS			
a)	Proposer shall describe coin, bill, card and alternative payment operations, including the number of different coins/currency accepted and the type of card-based payments, including magnetic stripe, contactless cards and chip-based cards (as applicable).	Provide Proposal reference page with description in Column D	Please refer to attached document.
b)	All meters must support secure real-time authorization of credit cards and optional contactless cards.	Meets	All payment forms except NFC are currently available and operational. NFC payment acceptance (including Apple Pay and Google Pay) will be available in early 2020.
c)	The meter shall accept monies through a jam-resistant coin/bill interface and jam-resistant card payments through a card interface.	Meets	*Bills are not applicable to single-space meters
d)	For pay stations, the coin discrimination system should contain an automatic shutter, which only opens during operational hours for coin insertion of approved coins, but not for non-metallic objects.	N/A	
e)	For single/dual space meters, Proposer shall describe how the proposed technology mitigates insertion of objects other than approved coins.	Provide Proposal reference page with description in Column D	Please refer to attached document.
f)	If the coin or bill slot is inoperable, meters must have the option to still accept card payments and promote third-party payments (e.g., mobile payments), if applicable.	Meets	
g)	The coin chute or track and coin verifier unit shall be a free-fall type (non-moving and non-mechanized) or an equivalent.	Meets	
h)	The coin chute or track shall include an anti-backup provision to prevent and detect the attempted retrieval of deposited coins (e.g., attached to strings, paddles, wires, etc.).	Meets	
i)	Monies must be deposited directly into, and stored within, secured containers in the vault area of the meter.	Meets	
j)	Monies must be easy to collect, simple to reconcile and include audit capabilities.	Meets	
k)	Maintenance personnel must be able to easily clear coin/bill jams without the use of special tools and without accessing the vault.	Meets	Coin jams can be cleared by removing two thumb screws to access the coin slot. 
l)	Describe how the 'Pay at Any Pay Station' feature would operate utilizing the proposed parking technology solution.	Provide Proposal reference page with description in Column D	This is not a single-space meter feature.
m)	All meters shall be able to be programmed to accept pre-payments prior to start of regulated parking and extended payment within applicable City policy requirements.	Meets	

Single Space Meters

	Requirement Description	Requirement Compliance	Vendor Response Comments - Optional
n)	Proposer shall describe in detail the step-by-step process of vendor’s credit card acceptance procedure from the time a patron inserts his/her card to the time the money is deposited in the City account. Include the name of your gateway processor (if using a third party) and the name of the gateway software (if your firm uses in-house software). Proposer shall list all subcontractors involved in each step (e.g., cellular providers or gateway companies) and describe the subcontractors’ PCI compliance. Proposer shall describe any per transaction charges from the vendor and/or the gateway company, or software charges; if none, then state as much.	Provide Proposal reference page with description in Column D	Please refer to attached document. _____
o)	The meter, the associated communications system, the backend server and gateway services shall all be compliant with Payment Card Industry Data Security Standard (PCI Level 1 certified by a Qualified Security Assessor (QSA)).	Meets	
p)	Meter shall be PA-DSS certified by a Qualified Security Assessor (QSA).	Meets	
q)	The technology must be EMV compliant. Proposer shall describe their current and future EMV capabilities including any required upgrades, options and/or associated costs.	Meets	The LNG has a Level 2 EMV-certified card reader.
r)	Proposer shall describe any alternative payment options, the associated costs or any additional fees. Proposal shall describe current and future capabilities including any required upgrades or options for the implementation of the alternative payment options.	Provide Proposal reference page with description in Column D	Please refer to attached document. _____
s)	The MMS system shall allow the City to dynamically and remotely adjust parking prices on the meters in real-time.	Meets	
2.6 CLOCK			
a)	The meter must have a 365-day calendar real-time clock that completes a daily time-sync with the server at least once every 24 hours and that will either retain the time settings during battery replacements or servicing, or will accurately reset the time settings without losing prior programming; reset shall occur within 3 seconds of battery replacement or servicing. If back-up power built into the meter is used for this function, this back-up power must allow at least 15 minutes for a given battery change without losing the clock settings.	Meets	
b)	The clock shall be programmable at least one year in advance for automatic daylight savings time changes.	Meets	
c)	The time-of-day clock shall be accurate to within plus or minus two seconds per day (where a day is defined as any given 24-hour period). i. There shall be no upper limit or maximum deviation that would prevent the clock from syncing with the MMS. ii. The clock shall track the day of week, Monday through Sunday. iii. Time of day and day of week shall be displayed to maintenance staff, on the front display screen, when the reset feature is activated.	Meets	
2.7 POWER			
a)	Pay stations must allow for power by a rechargeable solar-powered (or equivalent) battery.	N/A	
b)	Batteries shall be located in an easily accessible storage area inside the unit that can be changed out in less than 30 seconds once the pay station is opened.	N/A	
c)	For environmental reasons, Nickel-Cadmium batteries shall not be used to power the meters.	Meets	
d)	The meter will be powered by battery and/or rechargeable solar-powered (or equivalent) battery pack.	Meets	
e)	When battery voltage falls below a minimum threshold, the meter will generate an alert prior to the meter going out of service.	Meets	
f)	Battery connections will be designed to resist corrosion and sustain a minimum of five years of service.	Meets	
g)	Current battery voltage for both rechargeable (solar or equivalent) and non-rechargeable batteries will be available on the display and through the MMS.	Meets	Battery voltage is available on the display through the Tech Menu as well as in the backend PEMS system. 
h)	All locally stored meter data will be retained during battery replacement and battery failures of seven days or less.	Meets	
i)	Please describe any unique power management capabilities.	Provide Proposal reference page with description in Column D	Please refer to attached document.
j)	Battery shall guarantee a life of at least 5 years. Proposer shall describe how any and all options will impact battery life.	Provide Proposal reference page with description in Column D	Please refer to attached document.
2.8 SECURITY / MAINTENANCE			
a)	Monies passing through the meter shall be deposited directly into secured containers in a separate vault area.	Meets	
b)	The coin/bill vault areas shall not be accessible from the maintenance compartment.	Meets	
c)	Meters shall be resistant to vandalism and other attacks to remove or disable coin/cash from the coinboxes.	Meets	
d)	Meters shall have high security locks for all housing and cabinet doors. Include a description of the locks provided. Electronic locks are preferred with online programmable access parameters including restrictions for maintenance, collections, days of week and hours of day. Describe the manual override process in case of power failure or electronic lock malfunction.	Provide Proposal reference page with description in Column D	Please refer to attached document. _____
2.9 WARRANTY / VENDOR SUPPORT			
a)	Proposer shall describe their system warranty and extended warranty options on all hardware and software effective from the date of installation.	Provide Proposal reference page with description in Column D	Please refer to attached document. _____
b)	Proposer shall describe technical support services, including 7 day a week customer support help desk availability (including holidays), on-line help features, transaction assistance, on-site support and technical support, during and beyond the installation and warranty periods. Proposer shall describe who is responsible for supporting the meter including any and all subcontractors.	Provide Proposal reference page with description in Column D	Please refer to attached document. _____
c)	The customer support help desk shall have the ability to collect and/or provide detailed information to the City via the hotline and/or via log in to the back-office software, including: i. Verify, log and dispatch reports of meter malfunctions in real time with online tracking	Meets	
d)	Proposer shall provide the City with toll free telephone numbers enabling them to reach Proposer’s staff during normal business hours.	Meets	

Single Space Meters

	Requirement Description	Requirement Compliance	Vendor Response Comments - Optional
e)	The system must be capable of providing remote off-site diagnosis and support via wireless access. The system must be capable of remote software upgrades via wireless access.	Meets	
f)	Vendor shall be required to provide quarterly technical bulletins that identify product notifications, technology updates, lessons learned from other installations and overall system and performance details including software and firmware upgrades with an explanation of features and improvements.	Meets	
g)	Provide system warranty guarantees and extended warranty options on all hardware and software effective from the date of installation.	Provide Proposal reference page with description in Column D	Please refer to attached document. _____
h)	Requests for Quotations from the City must be to be fulfilled within three business days, and/or at a status update on the 3rd business day and every 2 days thereafter. This is to include all requests for all equipment and parts.	Meets	
i)	Return Merchandise Authorization (RMA) requests must be fulfilled within 30 calendar days, and/or a status update as the expected time of arrival (ETA). RMA shipments to the City must include advance email delivery notification, delivery date/time and the associated tracking number to the designated City point of contact. Deliveries to the City shall only occur within the mutually established delivery hours of operation.	Meets	
2.10 TRAINING			
a)	Proposer shall provide a proposed training outline with their response.	Meets	Please refer to attached document.
b)	The City requires an on-site 2-hour refresher training each year that will include a review of project issues, system performance and product updates. Vendor shall provide all training at a location to be determined by the City or its designee.	Meets	
c)	Proposer shall cover all travel costs.	Meets	
d)	Proposer shall describe how upgrades to the MMS or other systems will be distributed, communicated, and implemented (e.g., training of appropriate staff) during the term of the contract.	Provide Proposal reference page with description in Column D	Please refer to attached document. _____
e)	Proposer shall supply and keep current hard and digital copies of all operating, training, repair and user’s manuals, which includes detailed instructions for system usage.	Meets	
2.11 REPORTING / MAINTENANCE TRACKING / ENFORCEMENT			
a)	The MMS must provide secure, web-based back office reporting, including real time exception reporting for equipment downtime and data transmission issues.	Meets	
b)	The MMS shall provide maintenance tracking with automated technical ticket generation.	Meets	
c)	Describe how access to real-time information regarding customer-generated reports of meter or signage problems, and meter-generated warnings and alarms is available to support staff, including maintenance technicians.	Provide Proposal reference page with description in Column D	Please refer to attached document. _____
d)	The MMS shall provide a smartphone application to update, reassign and close out maintenance tickets.	Meets	
e)	The MMS shall have the capability to track maintenance issues, completion of maintenance tasks and reports on meter uptime.	Meets	
f)	The MMS shall provide scheduling capabilities for both preventive and non-recurring maintenance.	Meets	
g)	The MMS shall provide a maintenance dispatch interface for the scheduling, recording and reporting of error/problem corrections.	Meets	
h)	The MMS shall provide an online mapping module for parking spaces and meters to identify maintenance and enforcement areas/zones. The MMS shall provide real-time verification of parking spaces payment status for enforcement purposes.	Meets	
i)	MMS shall allow the remote download of all rate changes, display changes, receipt layout changes, other user interface changes and operating system changes and upgrades with no upcharge for wireless data usage.	Meets	
j)	The web-based MMS reporting analytics tool shall allow for: i. Custom filtering of data fields ii. Drop & drag report capabilities iii. Table creation where reports can be saved for individual or global use	Meets	
k)	The MMS shall allow for online scheduled reports to be exported as Excel, CSVs and/or PDFs	Meets	
2.12 DATA / INTEGRATION			
a)	Proposer must provide real-time integration with the City’s current and future parking technology and data management vendors, including, but not limited to, citation issuance/enforcement handhelds, LPR and mobile payment (Passport). Proposer shall confirm current integrations with the City’s existing vendors and/or describe any costs associated with implementing the integration required to support pay-by-plate.	Provide Proposal reference page with description in Column D	Please refer to attached document. _____
b)	Vendor will be required to provide all meter related data in a format and interface as defined by the City, including an interface with the City’s asset management system (Cityworks). Vendor shall be able to work with outside vendors to perform data migration. This could include data mapping, data cleanup/verification, data transfer, and other testing as defined by City requirements.	Meets	

Single/Dual Space Meter Requirements Details

#	Technical Requirements	Firm Response	Comments, Explanation and/or Clarification
General Firm Credentials			
1	Firm has significant Public Sector market presence - provide number of customer implementations.	Meets	We have over 50 clients using our smart meters within the past ten years including nearly 2 dozen with at least 100 single-space meters.
2	Firm has a service support center (support and implementation personnel only) dedicated to the proposed product?	Meets	We are headquartered in Milwaukee, WI, from where we will support this project. We have two dozen US employees and another 50+ staff who support our operations remotely.
Licensing			
1	Describe your licensing (user, application and database) for Hosted, SaaS or On Premises.	Meets	We deliver our software via a SaaS model. For our LNG meters and related PEMS software, there is a "per meter" monthly fee that includes wireless connectivity, a PCI compliant network and software licensing.
Project Implementation and Training Plan			
1	The Firm shall include a typical timeline with this Proposal including major milestones for tasks and subtasks, dates and both Firm and customer resources.	Meets	We have included a project timeline in our Technical Proposal, Section C. Descriptions of each of the below deliverables/stages are also included in this section.
2	Include a description of your overall approach to each of the following task areas (if applicable):		
	a) System Installation	Meets	
	b) System configuration	Meets	
	c) Data Conversion	Meets	
	d) Training (A sample of training materials & documentation should be included)	Meets	
	e) Test planning and execution	Meets	
	f) System interface design and support	Meets	
	g) System roll-out, procedures, and support	Meets	
3	Please describe your current project management methodology.		Our project approach and management disciplines include a blend of sophisticated and proven tools, techniques and methodologies. Moreover, we believe the most important ingredient is our seasoned experience and ability to collaborate openly with our client's leadership team. All of these elements enable us to offer the most practical approach for ensuring compliance with the defined scope of work while proactively identifying and mitigating risks that may occur as well as efficiently managing expectations to help ensure optimum outcomes. CivicSmart subscribes to a disciplined

Single/Dual Space Meter Requirements Details

			implementation methodology that includes a proven process comprised of Planning, Design, Configuration, Testing, Installation, Training and Implementation. CivicSmart applies these best practices for end-to-end management and delivery assurance.
Support			
1	The City of Spokane expects that annual support will include all updates, enhancements and training to the proposed solution. Describe how your solution meets this requirement.	Meets	System updates represent bundled changes to a client's existing software version. We will provide the City with ongoing software release updates for the contractual components of the City's system for the life of the contract, at no additional cost. Software release updates may include enhancements to existing functionality, additional or modified reports, and the like. These release updates are thoroughly tested in our development and Test/QA environments before they are installed in production. Our formal release management process ensures that each agency has the most up-to-date release of the application software version for which we are mutually contracted.
2	Describe your ongoing user support, including whether you provide a service call desk, procedures for handling different types of calls, ability to prioritize critical calls, and ability to respond to calls within a reasonable time period.	Meets	Our service center is staff during regular business hours to take support calls. The City will also be provided a JIRA self-service support portal login so that management can log and track support issues. Issues are ranked depending on severity and will be assigned to the appropriate staff member who will ensure the issue is resolved within the established time period.
3	Describe your escalation process for issues that are not resolved during initial call.	Meets	If an issue cannot be resolved during the initial call, it will be assigned a status dependent on severity of the issue. The City will be able to monitor ticket status in JIRA. For issues that require a repair, we will initiate a RMA process.
4	The City of Spokane prefers a response from the service desk to non-emergency calls within four (4) hours and a response to critical calls (delay in work or loss of data due to system failure) within 1 hour. Provide validation of this capacity.	Meets	We certify that we meet the requirement of four (4) hour response time to non-emergency issues and a response time with one (1) hour for critical issues.
5	Describe how problems and/or bugs are reported, fixes developed, and status tracked for the proposed system.	Meets	The JIRA portal is the City's best option for reporting and tracking issues. JIRA allows the City to track the entire life cycle of the issue and collaborate with any staff assigned to the issue.
6	Describe your process for receiving, evaluating, and implementing requests for enhancements to the proposed system post implementation.	Meets	For any enhancements within the scope of this project, we will coordinate with the City to establish an update timetable. For

Single/Dual Space Meter Requirements Details

			anything outside of this scope, we will discuss any possible cost of upgrades and implementation plans with the City at that time.
7	Live support is available for any issues Monday – Friday, 8am – 5pm (PST), or other reasonable timeframe during typical business hours. Please provide SLA agreements.	Meets	We will provide live support for any issues Monday – Friday, 8am – 5pm (PST). We have discussed this further in Section B.4. We will finalize a Service Level Agreement as part of negotiations. Representative SLA terms include a response time for “Urgent Issues” of one business hour with a target resolution of one business day. For other issues, the response time will be four business hours with a target resolution of three business days. “Urgent Issues” are those where a major component of the system is in a non-responsive or non-communicative state and severely affects users’ ability to use the system as intended. This includes outages of meters impacting 5% or more of the spaces, interface or communications outages that prevent meter data from being shared with PEMS or third-party systems, and inability of administrative users to log into the system.
8	Describe customer communications processes that announce service outages, bug fixes, updates, known issues, EOL dates, etc.	Meets	Any regular processes such as updates will be established with the City upon project implementation. For an unforeseen events, we will communicate any issues, necessary bug fixes, service outages, or EOL dates as soon as we are made aware of them.
9	Describe account and support management methodology if provided such as dedicated resources included in cost or available at extra cost, onsite vs. remote meetings, regularly scheduled meetings vs. as needed, etc.	Meets	During system installation, we will have dedicated staff on-site during the entire installation and training process. They will be available full-time to ensure the City’s new equipment is working properly and that all of the necessary City staff are knowledgeable about the new system. Post-installation, staff will be available remotely to provide additional training or informational sessions. On-site visits are available upon request.
General System Specifications			
1	City of Spokane staff does not have administrative rights to install or upgrade applications and plug-ins on their computers. Describe any and all components that must be installed locally on a client machine, including Internet Explorer and Office plug-ins. Describe your support for packaging these components, if any, for automated installation.	Meets	Our solution does not require any special software to be added or installed to the City’s computers. Our PEMS backend management system is compatible on any major web browser.

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2	Internally, the City of Spokane has standardized on a Microsoft desktop platform: Windows operating system, Office suite, and Internet Explorer browser. The selected application Firm is expected to support all features and functionality within this environment. List versions currently supported by your product and describe your policy for adopting new versions of these products.	Meets	PEMS does not require any special operating system or browser. Windows XP or newer, and the latest version of the City's preferred web browser is sufficient to run PEMS. We are constantly ensuring our solutions are compatible with the newest technological upgrades and certify PEMS will be capable of running on any and all future upgrades.
3	City of Spokane requires the solution be compatible with multiple modern internet browsers for customer access via various platforms such as smart phones, tablets, desktops, etc. List the browsers and their versions(s) that your system currently supports and describe any functionality restrictions and limitations with your solution.	Meets	PEMS is compatible with all of the major web browsers, including Internet Explorer, Google Chrome, Mozilla Firefox, and Apple Safari. We recommend running PEMS on the latest updated version of each internet browser for optimal performance. PEMS is compatible on desktops/laptops and tablets.
4	Any on premise components of the proposed solution must work in the city's current technical environment. If Proposal includes an on premise technology component, please describe the components that would be on premise and the environments supported/required. Include networking components and configurations required to support the proposed solution. If applicable, also describe any remote access to the city's network that your staff requires for implementation and/or ongoing support.	Meets	Besides the parking meters, there are no on-premise components of our solution. Our PEMS backend management system can run on the City's existing computers.
5	Role Based Access Control (RBAC) allows the System Administrator to create user "profiles" that allow and grant user security rights to various functions of the system. Individuals or groups can also be given read/write or read-only access to the function, where applicable. Each user can be attached to a specific profile that gives them all the rights of the particular group. Describe how your system provides RBAC management and the level of granularity.	Meets	Our PEMS backend management system requires a user login to access the portal. This user login allows management to control what information each user has access to and the amount of control they are given to make changes. At the meter, the meter mechanism is separate from the coin canister, ensuring that maintenance staffs have no access to cash collection and vice versa.
Network Requirements			
1	Specify maximum allowed latency requirements		System works with all major cellular carriers in US. 4G LTE networks with less than 1 second are recommended and acceptable
2	Specify the typical amount of network traffic generated by this application in Mbps		Average peak usage is 1 Mbps.
3	Specify the minimum network bandwidth required for each client installation in Mbps		Broadband connectivity with about 3 Mbps bandwidth is recommended for networked client computers to access the backend management system.
4	Specify all network ports that will need to be opened for both clients and network firewalls.		Standard HTTPS (and http) ports - 443, 80.
5	Specify all public IP addresses that will need to be accessed by clients or servers.		Pems.pemsportal.com

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6	Specify any special IP address or protocol requirements for server or client PCs		TCPIP.
7	Specify remote access requirements and identify remote access users/equipment		No special access needed.
8	Specify physical switch port count requirements and port speed		No special requirements. Client PCs need to be networked with broadband access to internet.
9	Specify any special network design requirements		No special network design needed.
10	Specify if there are any QOS requirements		No QOS requirement.
11	Specify any telephony requirements analog and or IP		No special requirements – IP telephony.
12	Specify any wireless access requirements		Mobile devices are connected wirelessly – 4G LTE Networks recommended. No wireless requirements for client PCs.
13	Specify fiber or ethernet cabling requirements		No special requirements. Client PCs need to be networked with broadband access to Internet.
14	Specify power requirements for all new equipment		The LNG meters are equipped with rechargeable batteries, so there is no additional wiring or power requirements outside of a regular charging cycle.
15	Identify any certificate requirements		No special certificates required.
Third Party Contracting			
1	Identify any/all 3rd party subcontractors and/or cloud service providers you contract with for your solution.	Meets	We do not have any 3 rd party subcontractors and/or cloud service providers for this project. However, we do operate with an API so we are able to integrate with all of the City's other industry providers. We have over 2 dozen current industry integrations in the areas of multi-space meters, enforcement systems (citation issuance and processing), and mobile payment providers.
2	If using 3rd party subcontractors and/or cloud service providers describe the agreements you have with them for system security, business continuance, backup and restoration services, system availability, maintenance windows, hours of support, and penalties for violating prescribed uptime.	Meets	N/A
Upgrades			
1	Describe your typical average upgrade schedule (frequency of version releases, patches, length of time to implement, notification process) and documentation provided.	Meets	We typically issue periodic software release updates to our applications. These updates will be coordinated with a City site representative and handled via remote access established during project implementation. Historically, most of the activities associated with a release update are performed remotely. User and operational documentation will be updated and distributed to the City concurrently with updates to the system.
2	Describe your notification practices for:		

Single/Dual Space Meter Requirements Details

	a) Planned outages	Meets	Planned outages to the system will occur on Sundays and maintenance to our systems occurs on Sundays from 4:00am to 7:00 am, to prevent disruption to the City's program.
	b) Changes to the application and/or database	Meets	Planned outages to the system will occur on Sundays and maintenance to our systems occurs on Sundays from 4:00am to 7:00 am, to prevent disruption to the City's program.
	c) Unplanned outages	Meets	For any unplanned outages, we will notify the City immediately and establish a plan to get the system back up as quickly as possible.
	d) Product sunset	Meets	We will inform the City of any product sunset dates at least a year in advance.
3	Describe any test or "sandbox" environments you would provide to the City of Spokane.	Meets	<p>The parking industry is constantly evolving, and we've been a supporter of enhancements to the system throughout our experience. We want to make sure that all implementations and enhancements benefit the City without the headache that altering a system may cause, and to do that, we have and will continue to provide a test environment to test modifications and enhancements before they go live in the production system.</p> <p>The test environment is the perfect place to test ideas for improving efficiency and add new business rules. This is where the ramifications can be seen without affecting real data. The test system will be available at any time, excluding system refreshes, for the City to test, verify and approve system modifications before they are released to the production system as to not disturb daily operations.</p>
4	Describe typical upgrade effort (downtime, level of difficulty, length of time to upgrade/update)	Meets	As described above, we do our best to implement upgrades/updates during times when the City's parking program will see no downtime and don't foresee any difficult or lengthy upgrade/update processes. If one arises, we will notify the City before begin the process.
Communications and Operations Management			
1	Are there documented procedures for securing and hardening IT infrastructure components (e.g. network devices, servers, operating systems, databases, etc.)?	Meets	Yes.
2	Are audit trails and logs maintained for network/system/application events to support monitoring or incident research and, if so, for what length of time?	Meets	Yes.

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3	Is there a vulnerability management program, which includes security patches or updates being regularly reviewed and applied to IT infrastructure components (e.g. network devices, servers, operating systems, databases, etc.)?	Meets	Yes.
4	Is traffic to/from the Internet (e.g. e-mail, web browsing) subject to malicious code scanning and data leakage prevention?	Meets	Yes.
5	Is there a Network Intrusion Detection/Prevention System with 24x7 monitoring, alerting, and handling?	Meets	Yes.
6	Is all City of Spokane data encrypted while in storage and in transit (over the Internet or unsecure networks)?	Meets	Yes.
7	Is City of Spokane data ever stored on non-company managed equipment?	Meets	No.
Public Records			
1	What is the procedure to retrieve bulk data in response to a PRR?	Meets	Our data is exportable via PEMS in CSV, Excel and PDF formats.
Risk Assessment and Treatment			
1	Is there a risk assessment program in place?	Meets	Yes,
2	Is there a process to monitor, track, and remediate all identified risks on an ongoing basis?	Meets	Yes.
Security Policy			
1	Is there an information security policy?	Meets	Yes.
2	Have information security policies been reviewed in the last 12 months?	Meets	Yes.
3	Is there an Acceptable Use Policy for employees, contractors, temporary staff, etc.?	Meets	Yes.
4	Is the information security policy communicated to constituents?	Meets	Yes.
Organizational Security			
1	Is there an individual or group responsible for security within the organization?	Meets	Yes.
2	Are contacts with information security special interest groups, specialist security forums, or professional associations maintained?	Meets	Yes.
3	Has an independent third-party review of the information security program been conducted in the last 12 months?	Meets	Yes.
4	Does management require the use of confidentiality or non-disclosure agreements with external parties (including Vendors or Suppliers)?	Meets	Yes.
5	Is access to City of Spokane data (or the processing facilities hosting such data) provided to external parties?	Meets	No.
6	Is the penetration testing conducted by a 3rd party?	Meets	Yes.

Single/Dual Space Meter Requirements Details

7	Are suitable tests of systems and applications carried out during development and prior to acceptance?	Meets	Yes.
8	Are anti-virus products used and configured with daily definition updates?	Meets	Yes.
9	Are backups of systems and data performed periodically (e.g. weekly)?	Meets	Yes,
10	Is backup media stored offsite in a trusted facility?	Meets	Yes.
11	Is City of Spokane data isolated from other customer systems/data and secured to prevent unauthorized logical or physical access?	Meets	Yes.
12	Are there documented procedures for securing and hardening IT infrastructure components (e.g. network devices, servers, operating systems, databases, etc.)?	Meets	Yes.
13	Are firewalls used to segment network zones and terminate connections to external networks?	Meets	Yes.
14	Are audit trails and logs maintained for network/system/application events to support monitoring or incident research?	Meets	Yes.
15	Is there a vulnerability management program, which includes security patches or updates being regularly reviewed and applied to IT infrastructure components (e.g. network devices, servers, operating systems, databases, etc.)?	Meets	Yes.
16	Is traffic to/from the Internet (e.g. e-mail, web browsing) subject to malicious code scanning and data leakage prevention?	Meets	Yes.
17	Is there a Network Intrusion Detection/Prevention System with 24x7 monitoring, alerting, and handling?	Meets	Yes.
18	Is there an approval process to use wireless network devices?	Meets	Yes.
19	Are wireless connections encrypted?	Meets	Yes.
20	Is all City of Spokane data encrypted while in storage and in transit (over the Internet or unsecure networks)?	Meets	Yes.
21	Is there a policy that addresses the use and management of removable media? (e.g., CDs, DVDs, backup tapes, USB drives, etc.)?	Meets	Yes.
22	Is sensitive data on removable media, including backup tapes, encrypted?	Meets	Yes.
23	Is City of Spokane data ever stored on non-company managed equipment?	Meets	No.
24	Are desktops/laptops/mobile devices "managed" and configured with a minimum build including security software (e.g. host firewall, disk encryption, etc.)?	Meets	Yes.
Access Control			
1	Are privileged accounts (administrator, super-user, etc.) controlled and reviewed?	Meets	Yes.

Single/Dual Space Meter Requirements Details

2	For systems which touch City of Spokane data, is there a separation of duties process in place for approving and implementing access with sponsorship and duration documented?	Meets	Yes.
3	Are user access paths set up on a predefined role-based need-to-know basis (e.g., only the operators working on City of Spokane's project have access to City of Spokane's information and systems)?	Meets	Yes.
4	Are there formal procedures to add, delete and modify user accounts and access, assign to role and audit compliance against current user list?	Meets	Yes.
5	Do policies require access controls be in place on applications, operating systems, databases, and network devices to ensure users have least privilege?	Meets	Yes.
6	Are unique user IDs used for access?	Meets	Yes.
7	Is there a process to grant and approve access to systems processing, storing, or transmitting City of Spokane data?	Meets	Yes.
8	Is there a process to recertify access on a periodic basis (including privileged accounts e.g. administrator, super user, etc.)?	Meets	Yes.
9	Are passwords required to access systems processing, storing, or transmitting City of Spokane data?	Meets	Yes.
10	Do remote access communications into the environment occur over an encrypted tunnel (e.g. IPSec, SSL VPN, etc.)?	Meets	Yes.
11	Is multi-factor authentication required for remote access?	Meets	Yes.
Systems Acquisition Development & Maintenance			
1	Is there a Software Development Life Cycle (SDLC) process, which includes security requirements and tollgates?	Meets	Yes.
2	Is access to production code and program source libraries based on the principle of least privilege?	Meets	Yes.
3	Are change control procedures required for all changes to the production environment?	Meets	Yes.
4	Is City of Spokane data ever used in the development, staging, or testing/QA environments?	Meets	No, unless established with the City.
5	Are source code reviews (e.g. input validation) performed on applications, including those processing City of Spokane data?	Meets	Yes.
6	Are penetration tests and vulnerability assessments performed against external/Internet-facing systems and applications?	Meets	Yes.
7	Do developers receive targeted security training and are they made aware of vulnerabilities through periodic metrics reporting?	Meets	Yes.
8	Does the SDLC process include security requirements gathering, implementation, and verification tollgates before acceptance into production?	Meets	Yes.
9	Does the development process follow OWASP standards for building secure applications including international security review?	Meets	Yes.

Single/Dual Space Meter Requirements Details

10	For environments being used for City of Spokane data, do you have an external source code review of all major applications revisions to the environment (SQL injection, cross-site scripting, and security weaknesses, not QA)?	Meets	No external review, however an internal review is done for injection, cross-site, scripting and security.
11	Do developers regularly receive detailed coding and design training in application security?	Meets	Yes.
Incident Event and Communications Management			
1	Is there an Incident Response process (including IT security breaches) that is reviewed annually?	Meets	Yes.
2	Is there an Incident / Event Response team with defined roles and responsibilities?	Meets	Yes.
3	Is there a process to notify City of Spokane of incidents/events, including the sharing of relevant documentation (e.g. issues, root cause analyses, outcomes, and remediation)?	Meets	Yes.
Business Continuity & Disaster Recovery			
1	Is there a documented policy for business continuity and disaster recovery?	Meets	Yes.
2	Is the capacity at the recovery location reviewed on a regular basis to ensure that adequate capacity is available in the event of a disaster?	Meets	Yes.
3	Does the product or service in question have an assured business continuity capability?	Meets	Yes.
4	Does the recovery strategy assure the continued maintenance of the service level agreements?	Meets	Yes.
5	Does the Business Continuity and/or Disaster Recovery plan address notification to City of Spokane when incidents occur?	Meets	Yes.
6	Are alternate facilities (e.g. data centers, office locations, etc.) used?	Meets	No.
Compliance			
1	Are there requirements to comply with any legal, regulatory or industry requirements, etc.?	Meets	Yes.
2	Are audits performed to ensure compliance with any legal, regulatory or industry requirements?	Meets	Yes.
3	Is there a records retention policy?	Meets	Yes.
4	Is there an independent audit function within the organization?	Meets	Yes.
Privacy			
1	Is there an individual in the organization who is responsible for privacy?	Meets	Yes.
2	Do the policies and procedures include appropriate safeguards to ensure compliance with applicable privacy laws, including cross-border transfers of targeted privacy data?	Meets	Yes.
3	Is there a documented data flow for targeted privacy data for each jurisdiction?	Meets	Yes.

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4	Does the organization control or own the delivery of Privacy Notices to customers?	Meets	Yes.
5	Are there documented policies or procedures to ensure targeted privacy data is only collected, stored and used for the purposes for which it was collected?	Meets	Yes.
6	Are there written procedures to process data protection authorities / regulators' complaints, if required?	Meets	Yes.
7	Are there documented procedures to notify customers (City of Spokane included) whose sensitive or personal information has been breached, as required by policy, practice or applicable privacy laws?	Meets	Yes.
8	Is there internal monitoring for compliance with Privacy Policies and procedures?	Meets	Yes.
9	Is on-boarding privacy training provided for all employees, contractors, temporary staff, etc.?	Meets	Yes.
SaaS Providers			
1	Are logins and communications secured with encryption? (HTTPS, SFTP,etc)	Meets	Yes.
2	Are data transfers secured with encryption (HTTPS,SFTP,etc)	Meets	Yes.
Vendors connecting to City of Spokane			
1	Vendor devices accessing City of Spokane networks are secured with at least the minimum required software (Antivirus,etc)	Meets	Yes.
2	Verify no personal devices will connect to the City of Spokane network, only authorized Vendor owned devices.	Meets	Yes, we verify no personal devices will connect to the City of Spokane network.
3	Site to site tunnels are encrypted and mask both the Vendor and City of Spokane networks with NATing	Meets	Yes.
4	Will communication over the VPN or tunnel be limited to only the systems necessary to transfer data and/or service the projects at City of Spokane	Meets	Yes.



Price Proposal

RFP #5207-19 - ATTACHMENT B - PRICING MATRIX
City of Spokane
Paid Parking Technology

Instructions:

This shall include everything necessary to complete system implementation.
Itemize the unit and extended price for each product and service proposed.
List any pricing assumptions and/or notes below the spreadsheet
Enter N/A for any pricing that is not applicable to this proposal.

Assumptions:

The scope is to support up to a total of 5,400 spaces with paid parking technology; pending budget approval. The City intends to order equipment through phases starting with approximately 800 spaces.

PAY STATION PURCHASE OPTION

PRICING, PAY STATION:

Item No.	Item	Model Name or Number	Unit Price	Quantity 10	Quantity 25	Quantity 50	Quantity 100	Quantity 250	Quantity 500	Quantity 700
1	New Pay Station, with alphanumeric keyboard (pay by plate configuration), solar power, EMV compliant	Option 1 - Strada Pay Station monochrome display	\$4,949.00 per unit	\$4,949.00 per unit	\$4,949.00 per unit	\$4,799.00 per unit	\$4,799.00 per unit	\$4,649.00 per unit	\$4,499.00 per unit	\$4,499.00 per unit
		Option 2 - Strada Pay Station 7" Full Color Screen	\$5,299.00 per unit	\$5,299.00 per unit	\$5,299.00 per unit	\$5,149.00 per unit	\$5,149.00 per unit	\$4,999.00 per unit	\$4,849.00 per unit	\$4,849.00 per unit
	Note that for Option 3 we will provide a buy back of the existing Strada Pay Stations for \$500/unit (\$5,000 in total)	Option 3 - CWT Touch Pay Station with 9" touch screen	\$5,849.00 per unit	\$5,849.00 per unit	\$5,849.00 per unit	\$5,699.00 per unit	\$5,699.00 per unit	\$5,549.00 per unit	\$5,399.00 per unit	\$5,399.00 per unit
2	Bill Note Acceptor (BNA) - Per Unit	BNA for Strada or CWT	\$1577.00 per unit	\$1577.00 per unit	\$1577.00 per unit	\$1577.00 per unit	\$1577.00 per unit	\$1577.00 per unit	\$1577.00 per unit	\$1577.00 per unit
3	NFC Card Reader (Contactless Payment) - Per Unit	NFC reader for Strada or CWT	\$150.00 per unit	\$150.00 per unit	\$150.00 per unit	\$150.00 per unit	\$150.00 per unit	\$150.00 per unit	\$150.00 per unit	\$150.00 per unit
4	Coin box - Per Unit (Flowbird Note: each pay station comes with one coin box. Pricing showed here is for an additional coin box).	Coin box for Strada or CWT	\$265.00 per unit	\$265.00 per unit	\$265.00 per unit	\$265.00 per unit	\$238.00 per unit	\$238.00	\$238.00	\$238.00
5	AC Powered - Per Unit	AC power option for Strada or CWT	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
6	Shipping - Per Unit	Shipping for Strada or CWT	\$200.00 per unit	\$200.00 per unit	\$200.00 per unit	\$200.00 per unit	\$200.00 per unit	\$200.00 per unit	\$200.00 per unit	\$200.00 per unit

RFP #5207-19 - ATTACHMENT B - PRICING MATRIX
City of Spokane
Paid Parking Technology

PRICING, WARRANTY COSTS, MONTHLY SYSTEM FEES

Item No.	Description	Quantity/ Unit of Measure (e.g. per pay station, per transaction, one time)	Period (e.g. monthly, annual)	Unit Price
1	Extended Warranty	per pay station	per year	\$325 for coin/card units; \$375 for coin/card/bill units
2	Pay Station Software Fee	included	included	included
3	Credit Card Processing / PCI Gateway Fee (per transaction or per pay station)		per month	included for non EMV pay stations; \$2 for EMV through Elavon; \$8 for EMV through other processors
4	Back Office /Management System Fee	per pay station	per month	\$48 for quantties 200 or more pay stations; \$52 for quantities less than 200 pay stations.
5	Additional charge, if any, for downloading parameters to pay stations/to set up rate structure, etc.	included	included	included
6	Training	included	included	included

RFP #5207-19 - ATTACHMENT B - PRICING MATRIX
City of Spokane
Paid Parking Technology

OTHER PRICING:

Item No.	Description	Quantity/ Unit of Measure (e.g. per pay station, per transaction, one time)	Period (e.g. monthly)	Unit Price
1	Cost to set up, develop new interfaces, reports, etc.	per hour	per hour	\$135
2	System Integration cost(s)	one time	one time	\$500 assumes setup for existing integration. New integrations may require added development.
3	Hourly Pricing for programming and field work, per technician	per hour	per hour	\$135
4	Signs/Decals	no charge	no charge	No charge for standard pay station decals during initial deployment. We are happy to provide a quote for pay station signage if quantity and sign specs are provided.
5	Marketing support	no charge	no charge	No charge for basic marketing support - flyer design, support with press release, support for social media including FAQs, support with video content. Onsite ambassadors - \$2000 management fee plus \$30/hour/ambassador.
6	Other: Optional Electronic locks for CWT Pay Station	per pay station	one time	\$325/unit
7	Other: Optional front face lighting module for CWT or Strada Pay Stations	per pay station	one time	\$425/unit
8	Other: Optional text receipts on CWT or text notifications on Strada	per transaction	per transaction	\$0.03/transaction

SPARE PARTS:

Item No.	List spare part(s) to support the program based upon the specified quantity of pay stations, include the product description and the dollar value of each part by quantity. Proposer shall designate spare part(s) consignment opportunities and associated costs.	Model Name or Number	Unit Price	Quantity 10	Quantity 25	Quantity 50	Quantity 100	Quantity 250	Quantity 500	Quantity 700
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RFP #5207-19 - ATTACHMENT B - PRICING MATRIX
City of Spokane
Paid Parking Technology

	See attached spare parts lists. We recommend procuring one to two sets of spare parts depending on pay station quantities. For larger pay stations quantities we recommend ordering one to two complete pay stations to be used as test pay stations or for spare parts.									

OPTION B - PUBLIC WORKS PORTION WITH PREVAILING WAGE, RETAINAGE AND PERFORMANCE BOND REQUIREMENTS PRICING, NOTE: OPTION B MAY BE CONSIDERED SEPARATELY
PER UNIT CONSTRUCTION COSTS: INSTALLATION, REMOVAL, HAULING, AND RECYCLING

Item No.	Description	Unit Price, per Pay Station	Quantity 10	Quantity 25	Quantity 50	Quantity 100	Quantity 250	Quantity 500	Quantity 700
1	Installation - pay station - Per Unit	\$250.00	\$250.00/unit	\$250.00/unit	\$250.00/unit	\$250.00/unit	\$250.00/unit	\$250.00/unit	\$250.00/unit
Item No.	Description	Unit Price, per existing Single Space Meter	Quantity 50	Quantity 100	Quantity 250	Quantity 500	Quantity 1,000	Quantity 2,500	
1	Removal, hauling and recycling of existing single space parking meter, pole, housing - Per Unit	N/A	\$72.00 per unit	\$72.00 per unit	\$72.00 per unit	\$72.00 per unit	\$65.00 per unit	\$65.00 per unit	
2	Removal, hauling and recycling of existing single space parking meter mechanism only - Per Unit	N/A	\$30.00 per unit	\$30.00 per unit	\$30.00 per unit	\$30.00 per unit	\$30.00 per unit	\$30.00 per unit	

ADDITIONAL INSTRUCTIONS:

Prices shall not include Sales Tax, however, taxable items should be identified.

Proposer shall quote prices with freight prepaid and allowed. Proposer shall quote prices Free On Board (FOB) Destination.

All prices should be in US dollars.

Please indicate payment terms: Prompt Payment Discount _0_% _30_ days (not less than 30 days); Net _30_ days (not less than 30 days).

Pricing proposal shall not reflect any such discounts.

Proposer shall describe any optional services or enhanced services and features that are available to the City currently or in the near future on a separate sheet. All associated details and pricing for any proposed or suggested feature must be identified.

Flowbird note: All pricing provided is exclusive of any applicable taxes.

Vendor Name: Parkeon, Inc. dba Flowbird

Authorized Signature: 

Printed Name: Benoit Reliquet

Date: 12/23/19

**City of Spokane
Paid Parking Technology
Pricing**

Instructions:

This shall include everything necessary to complete system implementation.
Itemize the unit and extended price for each product and service proposed.
List any pricing assumptions and/or notes below the spreadsheet
Enter N/A for any pricing that is not applicable to this proposal.

Assumptions:

The scope is to support up to a total of 5,400 spaces with paid parking technology; pending budget approval. The City intends to order equipment through phases starting with approximately 800 spaces.

DUAL SPACE PARKING METER PURCHASE OPTION

PRICING, DUAL SPACE:

Item No.	Item	Model Name or Number	Per Unit Price	Quantity 25	Quantity 50	Quantity 100	Quantity 250	Quantity 500	Quantity 1,000	Quantity 2,500
1	New Dual Space Parking Meter, EMV compliant, including dome and mechanism	LNG-DSM	\$474.00 per unit	\$474.00 per unit	\$474.00 per unit	\$474.00 per unit	\$474.00 per unit	\$474.00 per unit	\$455.00 per unit	\$455.00 per unit
2	NFC Card Reader (Contactless Payment) - Per Unit	LNG-NFC	\$68.00 per unit	\$68.00 per unit	\$68.00 per unit	\$68.00 per unit	\$68.00 per unit	\$68.00 per unit	\$68.00 per unit	\$68.00 per unit
3	Shipping - Per Dual Space Parking Meter	FREIGHT	\$14.00 per unit	\$14.00 per unit	\$14.00 per unit	\$14.00 per unit	\$14.00 per unit	\$14.00 per unit	\$14.00 per unit	\$14.00 per unit
4	New Zinc Housing - Per Unit (*includes DE Lock, standard color and small sealed coin box)	M76S	\$285.00 per unit	\$285.00 per unit	\$285.00 per unit	\$285.00 per unit	\$285.00 per unit	\$285.00 per unit	\$285.00 per unit	\$285.00 per unit
5	Shipping - Per Zinc Housing - Per Unit	FREIGHT	\$7.00 per unit	\$7.00 per unit	\$7.00 per unit	\$7.00 per unit	\$7.00 per unit	\$7.00 per unit	\$7.00 per unit	\$7.00 per unit
6	New Iron Housing - Per Unit (*includes DE Lock, standard color and large sealed coin box)	M90S	\$357.00 per unit	\$357.00 per unit	\$357.00 per unit	\$357.00 per unit	\$357.00 per unit	\$357.00 per unit	\$357.00 per unit	\$357.00 per unit
7	Shipping - Per Iron Housing - Per Unit	FREIGHT	\$11.00 per unit	\$11.00 per unit	\$11.00 per unit	\$11.00 per unit	\$11.00 per unit	\$11.00 per unit	\$11.00 per unit	\$11.00 per unit
8	New Pole - Per Unit	PIPE	\$72.00 per unit	\$72.00 per unit	\$72.00 per unit	\$72.00 per unit	\$72.00 per unit	\$72.00 per unit	\$72.00 per unit	\$72.00 per unit
9	Shipping - Per Pole - Per Unit	FREIGHT	\$14.00 per unit	\$14.00 per unit	\$14.00 per unit	\$14.00 per unit	\$14.00 per unit	\$14.00 per unit	\$14.00 per unit	\$14.00 per unit

PRICING, PER UNIT CONSTRUCTION COSTS:

Item No.	Description	Unit Price, per Dual Space	Quantity 25	Quantity 50	Quantity 100	Quantity 250	Quantity 500	Quantity 1,000	Quantity 2,500
10	Installation - Dual Space Parking Meter (existing location) - Per Unit	\$46.00 per unit	\$46.00 per unit	\$46.00 per unit	\$46.00 per unit	\$46.00 per unit	\$46.00 per unit	\$46.00 per unit	\$46.00 per unit
11	Installation - Dual Space Parking Meter, housing and pole (new location) - Per Unit	\$190.00 per unit	\$190.00 per unit	\$190.00 per unit	\$190.00 per unit	\$190.00 per unit	\$190.00 per unit	\$190.00 per unit	\$190.00 per unit
Item No.	Description	Unit Price, per existing Single Space Meter	Quantity 50	Quantity 100	Quantity 250	Quantity 500	Quantity 1,000	Quantity 2,500	
12	Removal, hauling and recycling of existing single space parking meter, pole, housing - Per Unit	N/A	\$72.00 per unit	\$72.00 per unit	\$72.00 per unit	\$72.00 per unit	\$65.00 per unit	\$65.00 per unit	
13	Removal, hauling and recycling of existing single space parking meter mechanism only - Per Unit	N/A	\$30.00 per unit	\$30.00 per unit	\$30.00 per unit	\$30.00 per unit	\$30.00 per unit	\$30.00 per unit	

**City of Spokane
Paid Parking Technology
Pricing**

PRICING, WARRANTY COSTS, MONTHLY SYSTEM FEES

Item No.	Description	Quantity/ Unit of Measure (e.g. per dual space, per transaction, one time)	Period (e.g. monthly, annual)	Unit Price
14	Extended Warranty	Per Dual Space Meter	Annual (Yrs. 2-5)	\$46.00
15	Dual Space Software Fee	Per Dual Space Meter	Monthly	\$ -
16	Credit Card Processing / PCI Gateway Fee (per transaction or per Dual Space Meter)	Per Transaction	N/A	\$ -
17	Back Office /Management System Fee	Per Dual Space Meter	Monthly	\$8.75
18	Additional charge, if any, for downloading parameters to dual space parking meter/to set up rate structure, etc	Per Transaction	N/A	\$ -
19	Training	One Time	One Time	\$3,500.00

No charge.

No charge if the City uses our preferred merchant processor - otherwise \$0.06 per transaction.

No charge.

OTHER PRICING:

Item No.	Description	Quantity/ Unit of Measure (e.g. per dual space, per transaction, one time)	Period (e.g. monthly)	Unit Price
20	Cost to set up, develop new interfaces, reports, etc.	Per Interface	One Time	\$ 6,600.00
21	System Integration cost(s)	Per Interface	Monthly	\$ 55.00
22	Hourly Pricing for programming and field work, per technician	Per Programmer Hour	Hourly	\$ 135.00
23	Signs/Decals	Per Set of Decals per Meter	One Time	\$ 7.00
24	Marketing support	no charge	no charge	No charge for basic marketing support - flyer design, support with press release, support for social media including FAQs, support with video content. Onsite ambassadors - \$2000 management fee plus \$30/hour/ambassador.
25	Other:			

No charge for new reports.

Monthly integration maintenance fee.

See below (#25) for field work pricing.

SPARE PARTS:

Item No.	List spare part(s) to support the program based upon the specified quantity of dual space parking meters, include the product description and the dollar value of each part by quantity. Proposer shall designate spare part(s) consignment opportunities and associated costs.	Model Name or Number	Per Unit Price	Quantity 25	Quantity 50	Quantity 100	Quantity 250	Quantity 500	Quantity 1,000	Quantity 2,500
26	Spare Rechargeable Battery for Liberty Meter (recommended count of 10% of meters)	58883	\$ 65.00	\$ 195.00	\$ 325.00	\$ 650.00	\$ 1,625.00	\$ 3,250.00	\$ 6,500.00	\$ 16,250.00

**City of Spokane
Paid Parking Technology
Pricing**

27	Option 1 - Single-Bay Battery Charger (recommended count of 1 for every spare battery (use Battery Charging Stations if >15 spare batteries)	8907	\$ 39.00	\$ 117.00	\$ 195.00	\$ 390.00	N/A	N/A	N/A	N/A
28	Option 2 - 30-Bay Battery Charging Station (recommended count of 1 for every 30 spare batteries)	8907-1	\$ 1,740.00	N/A	N/A	N/A	\$ 1,740.00	\$ 3,480.00	\$ 6,960.00	\$ 15,660.00
29	Liberty Collection Card (recommended count of 5% of meters)	8880	\$ 11.00	\$ 22.00	\$ 33.00	\$ 55.00	\$ 143.00	\$ 275.00	\$ 550.00	\$ 1,375.00
30	Liberty Technician Card (recommended count of 5% of meters)	8881	\$ 11.00	\$ 22.00	\$ 33.00	\$ 55.00	\$ 143.00	\$ 275.00	\$ 550.00	\$ 1,375.00
31	Spare Coin Track (recommended count of 5% of meters)	CN TRK	\$ 62.00	\$ 124.00	\$ 186.00	\$ 310.00	\$ 806.00	\$ 1,550.00	\$ 3,100.00	\$ 7,750.00
32	LNG Dome (recommended count of 5% of meters)	LNG DOME	\$ 7.50	\$ 15.00	\$ 22.50	\$ 37.50	\$ 97.50	\$ 187.50	\$ 375.00	\$ 937.50
33	Dome Gasket (recommended count of 5% of meters)	DOMES GASKET	\$ 3.00	\$ 6.00	\$ 9.00	\$ 15.00	\$ 39.00	\$ 75.00	\$ 150.00	\$ 375.00
36	Keypad (recommended count of 5% of meters)	KEYPAD	\$ 60.00	\$ 120.00	\$ 180.00	\$ 300.00	\$ 780.00	\$ 1,500.00	\$ 3,000.00	\$ 7,500.00
37	Keypad Spacer (recommended count of 5% of meters)	KYPD SPACER	\$ 2.50	\$ 5.00	\$ 7.50	\$ 12.50	\$ 32.50	\$ 62.50	\$ 125.00	\$ 312.50
38	Credit Card Reader (recommended count of 5% of meters)	CC READER	\$ 120.00	\$ 240.00	\$ 360.00	\$ 600.00	\$ 1,560.00	\$ 3,000.00	\$ 6,000.00	\$ 15,000.00

**Extended pricing above is based on recommended number of spares in Column B for the Quantities of Meters noted in Row 53.*

Additional Instructions:

Prices shall not include Sales Tax, however, taxable items should be identified.

Proposer shall quote prices with freight prepaid and allowed. Proposer shall quote prices Free On Board (FOB) Destination.

All prices should be in US dollars.

Please indicate payment terms: Prompt Payment Discount N/A 30 days (not less than 30 days); Net 30 days (not less than 30 days).

Pricing proposal shall not reflect any such discounts.

Proposer shall describe any optional services or enhanced services and features that are available to the City currently or in the near future on a separate sheet. All associated details and pricing for any proposed or suggested feature must be identified.

Flowbird note: All pricing provided is exclusive of any applicable taxes.

Vendor Name: Parkeon, Inc. dba Flowbird

Authorized Signature: _____

Printed Name: Benoit Reliquet

Date: 12/23/19

**City of Spokane
Paid Parking Technology
Pricing**

Instructions:

This shall include everything necessary to complete system implementation.
Itemize the unit and extended price for each product and service proposed.
List any pricing assumptions and/or notes below the spreadsheet
Enter N/A for any pricing that is not applicable to this proposal.

Assumptions:

The scope is to support up to a total of 5,400 spaces with paid parking technology; pending budget approval. The City intends to order equipment through phases starting with approximately 800 spaces.

SINGLE SPACE PARKING METER PURCHASE OPTION

PRICING, SINGLE SPACE:

Item No.	Item	Model Name or Number	Per Unit Price	Quantity 50	Quantity 100	Quantity 250	Quantity 500	Quantity 800	Quantity 1,000	Quantity 2,500
1	New Single Space Parking Meter, EMV compliant, including dome and mechanism	LNG-SSM	\$330.00 per unit	\$330.00 per unit	\$330.00 per unit	\$330.00 per unit	\$330.00 per unit	\$330.00 per unit	\$330.00 per unit	\$330.00 per unit
2	NFC Card Reader (Contactless Payment) - Per Unit	LNG-NFC	\$68.00 per unit	\$68.00 per unit	\$68.00 per unit	\$68.00 per unit	\$68.00 per unit	\$68.00 per unit	\$68.00 per unit	\$68.00 per unit
3	Shipping - Per Single Space Parking Meter	FREIGHT	\$14.00 per unit	\$14.00 per unit	\$14.00 per unit	\$14.00 per unit	\$14.00 per unit	\$14.00 per unit	\$14.00 per unit	\$14.00 per unit
4	New Zinc Housing - Per Unit (*includes DE Lock, standard color and small sealed coin box)	M76S	\$285.00 per unit	\$285.00 per unit	\$285.00 per unit	\$285.00 per unit	\$285.00 per unit	\$285.00 per unit	\$285.00 per unit	\$285.00 per unit
5	Shipping - Per Zinc Housing - Per Unit	FREIGHT	\$7.00 per unit	\$7.00 per unit	\$7.00 per unit	\$7.00 per unit	\$7.00 per unit	\$7.00 per unit	\$7.00 per unit	\$7.00 per unit
6	New Iron Housing - Per Unit (*includes DE Lock, standard color and large sealed coin box)	M90S	\$357.00 per unit	\$357.00 per unit	\$357.00 per unit	\$357.00 per unit	\$357.00 per unit	\$357.00 per unit	\$357.00 per unit	\$357.00 per unit
7	Shipping - Per Iron Housing - Per Unit	FREIGHT	\$11.00 per unit	\$11.00 per unit	\$11.00 per unit	\$11.00 per unit	\$11.00 per unit	\$11.00 per unit	\$11.00 per unit	\$11.00 per unit
8	New Pole - Per Unit	PIPE	\$72.00 per unit	\$72.00 per unit	\$72.00 per unit	\$72.00 per unit	\$72.00 per unit	\$72.00 per unit	\$72.00 per unit	\$72.00 per unit
9	Shipping - Per Pole - Per Unit	FREIGHT	\$14.00 per unit	\$14.00 per unit	\$14.00 per unit	\$14.00 per unit	\$14.00 per unit	\$14.00 per unit	\$14.00 per unit	\$14.00 per unit

PRICING, PER UNIT CONSTRUCTION COSTS:

Item No.	Description	Unit Price, per Single Space	Quantity 50	Quantity 100	Quantity 250	Quantity 500	Quantity 800	Quantity 1,000	Quantity 2,500
10	Installation - Single Space Parking Meter (existing location)	\$29.00 per unit	\$29.00 per unit	\$29.00 per unit	\$29.00 per unit	\$29.00 per unit	\$29.00 per unit	\$29.00 per unit	\$29.00 per unit
11	Installation - Single Space Parking Meter, housing and pole (new location)	\$190.00 per unit	\$190.00 per unit	\$190.00 per unit	\$190.00 per unit	\$190.00 per unit	\$190.00 per unit	\$190.00 per unit	\$190.00 per unit
Item No.	Description	Unit Price, per existing Single Space Meter	Quantity 50	Quantity 100	Quantity 250	Quantity 500	Quantity 800	Quantity 1,000	Quantity 2,500
12	Removal, hauling and recycling of existing single space parking meter, pole, housing	N/A	\$72.00 per unit	\$72.00 per unit	\$72.00 per unit	\$72.00 per unit	\$65.00 per unit	\$65.00 per unit	\$65.00 per unit
13	Removal, hauling and recycling of existing single space parking meter mechanism only	N/A	\$30.00 per unit	\$30.00 per unit	\$30.00 per unit	\$30.00 per unit	\$30.00 per unit	\$30.00 per unit	\$30.00 per unit

**City of Spokane
Paid Parking Technology
Pricing**

PRICING, WARRANTY COSTS, MONTHLY SYSTEM FEES

Item No.	Description	Quantity/ Unit of Measure (e.g. per single space, per transaction, one time)	Period (e.g. monthly, annual)	Unit Price
14	Extended Warranty	Per Single Space Meter	Annual (Yrs. 2-5)	\$28.00
15	Single Space Software Fee	Per Single Space Meter	Monthly	\$ -
16	Credit Card Processing / PCI Gateway Fee (per transaction or per Single Space Meter)	Per Transaction	N/A	\$ -
17	Back Office /Management System Fee	Per Single Space Meter	Monthly	\$ 6.50
18	Additional charge, if any, for downloading parameters to single space parking meter/to set up rate structure, etc.	Per Transaction	N/A	\$ -
19	Training	One Time	One Time	\$ 3,500.00

No charge.

No charge if the City uses our preferred merchant processor - otherwise \$0.06 per transaction.

No charge.

OTHER PRICING:

Item No.	Description	Quantity/ Unit of Measure (e.g. per single space, per transaction, one time)	Period (e.g. monthly)	Unit Price
20	Cost to set up, develop new interfaces, reports, etc.	Per Interface	One Time	\$ 6,600.00
21	System Integration cost(s)	Per Interface	Monthly	\$ 55.00
22	Hourly Pricing for programming and field work, per technician	Per Programmer Hour	Hourly	\$ 135.00
23	Signs/Decals	Per Set of Decals per Meter	One Time	\$ 7.00
24	Marketing support	no charge	no charge	No charge for basic marketing support - flyer design, support with press release, support for social media including FAQs, support with video content. Onsite ambassadors - \$2000 management fee plus \$30/hour/ambassador.
25	Other:			

No charge for new reports.

Monthly integration maintenance fee.

See below (#25) for field work pricing.

SPARE PARTS:

Item No.	List spare part(s) to support the program based upon the specified quantity of single space parking meters, include the product description and the dollar value of each part by quantity. Proposer shall designate spare part(s) consignment opportunities and associated costs.	Model Name or Number	Unit Price	Quantity 50	Quantity 100	Quantity 250	Quantity 500	Quantity 800	Quantity 1,000	Quantity 2,500
26	Spare Rechargeable Battery for Liberty Meter (recommended count of 10% of meters)	58883	\$ 65.00	\$ 325.00	\$ 650.00	\$ 1,625.00	\$ 3,250.00	\$ 5,200.00	\$ 6,500.00	\$ 16,250.00

**City of Spokane
Paid Parking Technology
Pricing**

27	Option 1 - Single-Bay Battery Charger (recommended count of 1 for every spare battery (use Battery Charging Stations if >15 spare batteries)	8907	\$ 39.00	\$ 195.00	\$ 390.00	N/A	N/A	N/A	N/A	N/A
28	Option 2 - 30-Bay Battery Charging Station (recommended count of 1 for every 30 spare batteries)	8907-1	\$ 1,740.00	N/A	N/A	\$ 1,740.00	\$ 3,480.00	\$ 5,220.00	\$ 6,960.00	\$ 15,660.00
29	Liberty Collection Card (recommended count of 5% of meters)	8880	\$ 11.00	\$ 33.00	\$ 55.00	\$ 143.00	\$ 275.00	\$ 440.00	\$ 550.00	\$ 1,375.00
30	Liberty Technician Card (recommended count of 5% of meters)	8881	\$ 11.00	\$ 33.00	\$ 55.00	\$ 143.00	\$ 275.00	\$ 440.00	\$ 550.00	\$ 1,375.00
31	Spare Coin Track (recommended count of 5% of meters)	CN TRK	\$ 62.00	\$ 186.00	\$ 310.00	\$ 806.00	\$ 1,550.00	\$ 2,480.00	\$ 3,100.00	\$ 7,750.00
32	LNG Dome (recommended count of 5% of meters)	LNG DOME	\$ 7.50	\$ 22.50	\$ 37.50	\$ 97.50	\$ 187.50	\$ 300.00	\$ 375.00	\$ 937.50
33	Dome Gasket (recommended count of 5% of meters)	DOMES GASKET	\$ 3.00	\$ 9.00	\$ 15.00	\$ 39.00	\$ 75.00	\$ 120.00	\$ 150.00	\$ 375.00
36	Keypad (recommended count of 5% of meters)	KEYPAD	\$ 60.00	\$ 180.00	\$ 300.00	\$ 780.00	\$ 1,500.00	\$ 2,400.00	\$ 3,000.00	\$ 7,500.00
37	Keypad Spacer (recommended count of 5% of meters)	KYPD SPACER	\$ 2.50	\$ 7.50	\$ 12.50	\$ 32.50	\$ 62.50	\$ 100.00	\$ 125.00	\$ 312.50
38	Credit Card Reader (recommended count of 5% of meters)	CC READER	\$ 120.00	\$ 360.00	\$ 600.00	\$ 1,560.00	\$ 3,000.00	\$ 4,800.00	\$ 6,000.00	\$ 15,000.00

**Extended pricing above is based on recommended number of spares in Column B for the Quantities of Meters noted in Row 53.*

Additional Instructions:

Prices shall not include Sales Tax, however, taxable items should be identified.

Proposer shall quote prices with freight prepaid and allowed. Proposer shall quote prices Free On Board (FOB) Destination.

All prices should be in US dollars.


Please indicate payment terms: Prompt Payment Discount _0_% _30_ days (not less than 30 days); Net _30_ days (not less than 30 days).

Pricing proposal shall not reflect any such discounts.

Proposer shall describe any optional services or enhanced services and features that are available to the City currently or in the near future on a separate sheet. All associated details and pricing for any proposed or suggested feature must be identified.

Flowbird note: All pricing provided is exclusive of any applicable taxes.

Vendor Name: Parkeon, Inc. dba Flowbird

Authorized Signature: 

Printed Name: Benoit Reliquet

Date: 12/23/19

**City of Spokane
Paid Parking Technology
Pricing**

Instructions:

This shall include everything necessary to complete system implementation.
Itemize the unit and extended price for each product and service proposed.
List any pricing assumptions and/or notes below the spreadsheet
Enter N/A for any pricing that is not applicable to this proposal.

Parkeon, Inc. dba Flowbird is submitting pricing for the following Optional Services.

Assumptions:

The scope is to support up to a total of 5,400 spaces with paid parking technology; pending budget approval. The City intends to order equipment through phases starting with approximately 800 spaces.

OPTIONAL SERVICES PURCHASE OPTION

PRICING, SINGLE SPACE:

Item No.	Item	Model Name or Number	Per Unit Price	Quantity 50	Quantity 100	Quantity 250	Quantity 500	Quantity 800	Quantity 1,000	Quantity 2,500
1	Si Vehicle Sensor (Subterranean/Pole-Mount)	SENS-Sx-SUBT	\$144.00 per unit	\$144.00 per unit	\$144.00 per unit	\$144.00 per unit	\$144.00 per unit	\$144.00 per unit	\$144.00 per unit	\$144.00 per unit
2	Shipping - Per Vehicle Sensor	FREIGHT	\$8.00 per unit	\$8.00 per unit	\$8.00 per unit	\$8.00 per unit	\$8.00 per unit	\$8.00 per unit	\$8.00 per unit	\$8.00 per unit
3	Communications Gateway (Solar powered). Each gateway communicates with ~30 sensors.*	SENS - GATEWAY	\$ 460.00	\$ 920.00	\$ 1,840.00	\$ 4,140.00	\$ 7,820.00	\$ 12,420.00	\$ 15,640.00	\$ 38,640.00
4	Shipping - Per Communications Gateway	FREIGHT	\$36.00 per unit	\$36.00 per unit	\$36.00 per unit	\$36.00 per unit	\$36.00 per unit	\$36.00 per unit	\$36.00 per unit	\$36.00 per unit

**Extended pricing above is based on recommended number of Gateways (1:30 ratio) for the Quantities of Sensors noted in Row 14.*

PRICING, PER UNIT CONSTRUCTION COSTS:

Item No.	Description	Unit Price, per Single Space	Quantity 50	Quantity 100	Quantity 250	Quantity 500	Quantity 800	Quantity 1,000	Quantity 2,500
5	Installation - Vehicle Sensor (Subterranean/Pole-Mount)	\$18.00 per unit	\$18.00 per unit	\$18.00 per unit	\$18.00 per unit	\$18.00 per unit	\$18.00 per unit	\$18.00 per unit	\$18.00 per unit
6	Installation - Communications Gateway	\$ 115.00	\$ 230.00	\$ 460.00	\$ 1,035.00	\$ 1,955.00	\$ 3,105.00	\$ 3,910.00	\$ 9,660.00

PRICING, WARRANTY COSTS, MONTHLY SYSTEM FEES

Item No.	Description	Quantity/ Unit of Measure (e.g. per single space, per transaction, one time)	Period (e.g. monthly, annual)	Unit Price
7	Back Office/Management System/Communications Fee	Per Sensor	Monthly	\$ 4.00
8	Gateway Communications Fee	Per Gateway	Monthly	\$ 7.00
9	Training/Integration Fee	One Time	One Time	\$ 3,500.00

OTHER PRICING:

Item No.	Description	Quantity/ Unit of Measure (e.g. per single space, per transaction, one time)	Period (e.g. monthly)	Unit Price
10	Integration of Sensor Data with Guidance Map embedded in City website	Per Interface	One Time	\$ 2,400.00
11	Sensor data to be published to ParkMobile Guidance Page and/or third party apps.	Per Interface	Monthly	\$ 55.00
12	Electronic Tags/Permits (unique ID that can be read by sensors).	Per Tag	One Time	\$ 28.00

City of Spokane
Paid Parking Technology
Pricing

SPARE PARTS:

Item No.	List spare part(s) to support the program based upon the specified quantity of single space parking meters, include the product description and the dollar value of each part by quantity. Proposer shall designate spare part(s) consignment opportunities and associated costs.	Model Name or Number	Unit Price	Quantity 50	Quantity 100	Quantity 250	Quantity 500	Quantity 800	Quantity 1,000	Quantity 2,500

Additional Instructions:

Prices shall not include Sales Tax, however, taxable items should be identified.

Proposer shall quote prices with freight prepaid and allowed. Proposer shall quote prices Free On Board (FOB) Destination.

All prices should be in US dollars.

Please indicate payment terms: Prompt Payment Discount N/A % 30 days (not less than 30 days); Net 30 days (not less than 30 days).

Pricing proposal shall not reflect any such discounts.

Proposer shall describe any optional services or enhanced services and features that are available to the City currently or in the near future on a separate sheet. All associated details and pricing for any proposed or suggested feature must be identified.

Flowbird note: All pricing provided is exclusive of any applicable taxes.

Vendor Name: Parkeon, Inc. dba Flowbird

Authorized Signature: 

Printed Name: Benoit Reliquet

Date: 12/23/19

Policy

[5.1.1]

Information System Security Policy

Object	<i>Flowbird information is essential for the proper functioning of the company. It is therefore necessary to adopt practices that ensure the data confidentiality, availability and integrity. This policy formalizes these practices that all personal or third parties must apply to the Flowbird information system.</i>
Stakeholders	See §4. Stakeholders
Document Classification	Restricted
Communicability	See §4. Stakeholders

<i>Scope of application:</i>	This policy covers all Flowbird information systems.	<i>Version :</i>	2.0
<i>Date of first application:</i>	2017-10-10	<i>Approved by:</i>	Executive Committee
<i>Issued by:</i>	InfoSec	<i>Policy Managed by:</i>	CISO

Version	Modification
1.0	Initial version
2.0	Flowbird version

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1. Introduction

Flowbird designs and produces high quality equipments and services for its customers. Flowbird delivers its product and services to customers and provides maintenance.

Flowbird is thus processing sensitive information, such as:

- Company development strategic data;
- Data from research and development;
- Industrial production control data;
- The personal data of its customers;
- The financial data of its customers;
- The data of electronic means of payment.

This information is essential for the proper functioning of the Company. It is therefore necessary to adopt practices that ensure the data confidentiality, availability and integrity.

This policy formalizes these practices all stakeholders (see §[4. Stakeholders](#)) must apply to the Flowbird information system.

2. Legal and regulatory environments

2.1. Each Flowbird legal entity is subject to legal requirements of his business place.¹

2.2. Flowbird SAS complies with European regulations and the French legislation regarding its activities.²

2.3. All Flowbird European entities are subject to EU regulation on data protection.³

2.4. Once Flowbird and its subsidiaries store, process or transfer primary account numbers (PAN) bank cards, Flowbird and its subsidiaries must comply with the PCI DSS issued by the Payment Card Industry Security Standards Council, PCI SSC.⁴

2.5. The credit card readers and electronic banking server construction, storage, customization, software development, integration, transport, deployment and disposal activities designed for the French market must comply with the requirements of the Gie Cartes Bancaires Labeling.⁵

3. Scope

3.1. This policy covers all Flowbird SAS and its subsidiaries information systems. Thus, all activities are concerned, including the R&D, finance, human resources, production, marketing, sales, maintenance activities and support services.

3.2. This policy also covers the third parties' information systems, treating, storing or transferring information belonging or being under the responsibility of Flowbird.

3.3. Here below, this document refers as Organization, the Third Parties and Flowbird.

4. Stakeholders

4.1. All sub-contractors, suppliers, service, agency providers, trainees, external consultants, permanent and temporary staff of Flowbird must respect the terms of this Flowbird Information Systems Security Policy.

¹ A legal entity (LE) is the legal person concept. A legal entity owns rights (authorizations, approvals, agreements, ...) allowing it to operate in institutions. Each legal entity is associated legal status.

² <http://eur-lex.europa.eu/homepage.html>

³ <http://eur-lex.europa.eu/legal-content/EN/TXT/HTML/?uri=CELEX:32016R0679>

⁴ <https://www.pcisecuritystandards.org/>

⁵ <https://labelisation.cartes-bancaires.com/>

4.2. Any violation of this policy will be sanctioned. Sanctions will be proportionate to the seriousness of the facts.

4.3. Security roles and responsibilities within Flowbird are formalized and published in the information security management system (ISMS). Third parties' roles and responsibilities shall be formalized in the Information Security Management System.⁶

4.4. Users of the information system that discover an event likely to generate a security incident must report it immediately to the Flowbird IT dept., or the DCO or CISO (cf. §13.Security Events).

5. Classification of information

5.1. Information under the responsibility of Flowbird, must be classified in terms of value, legal requirements, sensitivity or its criticality to the Organization.

5.2. A classification scheme must include classification agreements and criteria for classification review over time.

5.3. The classification plan must be consistent with the organization's access control policy and at minimum follows the terms of §7.Access control.

5.4. Each classification plan level must include a meaningful and logical name in the application context of the classification plan.

5.5. The plan must be the same for the whole organization, so that everyone can classify information and associated assets in the same way, understands the protection requirements in the same way and applies the appropriate protection.

5.6. The classification plan must be formalized and published in the ISMS .⁷

⁶ Flowbird ISS Roles and Responsibilities : Policy [6.1.1] - Distribution of security roles

⁷ Flowbird Classification Plan : Policy [8.2.1] - Classification of information

6. Physical security

6.1. All items listed as important or vital for Flowbird must be installed in secure premises. These premises are the physical security perimeter as defined by the secure areas policy. This policy must be published in the ISMS.⁸

6.2. The access rights allocation must respect the procedure published in the ISMS.

6.3. Any computer equipment storing, processing or transmitting Flowbird's information or information under Flowbird responsibility must be installed and configured by the IT Group dept. or the DCO Group, according to the state of art. These groups remains custodian of this equipment.

7. Access control

Access to the information system must be reserved only to people who need to access it. Moreover, only the strictly necessary accreditations are allocated to each individual according to the nature of the information processed. The implementation of additional measures may be necessary given the sensitivity of the information processed.

7.1. The access granted to an individual is personal and time-limited.

7.2. The assigned access to an external computer system to the IT Dept or the DCO must respect the chapter §10. Communication Security.

7.3. The rights assignment must respect the formal and published procedure in the ISMS.

7.4. Generic access is prohibited.

7.5. Creating or deleting accounts and modification of rights must respect the procedure published in the ISMS .

7.6. Each business manager is required to annually conduct a rights review of the applications used by his service. It must allow:

- Remove unnecessary accounts;
- Remove inactive accounts;
- To adapt the application user rights to his mission.

⁸

<https://docs.google.com/a/parkeon.com/document/d/1HVBzMoWHVY-aX6oPrr12mggyE492h3JcXits6H-BR7A/edit?usp=sharing>

8. Information system exploitation

Those responsible for the operation must respect the following rules.

- 8.1. Passwords to administer the infrastructure elements (physical or logical) must be complex and observe the procedure published in the ISMS.
- 8.2. All server installed in the information system (regardless of the environment) must come from a secure master.
- 8.3. Protective measures against malicious code must be implemented.
- 8.4. A vulnerability watch on physical and logical devices of the IS must be performed.
- 8.5. Any physical or logical change in the information system infrastructure must follow the formal procedure specified in the ISMS. This process involves a security non-regression validation.
- 8.6. It should be possible to log the most important events. The logging must follow the procedure published in the ISMS.
- 8.7. Permanent controls (see §15. Compliance) should help to ensure that the information system does not present a major vulnerability.
- 8.8. A corrective action must be taken if a vulnerability is detected during a control, or by any other means.
- 8.9. The information must be backed up according to its importance.
- 8.10. Restoration tests of the most sensitive environments must be performed at least once a year and validated by the user.

9. Workstation security

- 9.1. Workstations must be installed from a secured master.
- 9.2. Antivirus must protect every workstation. This antivirus cannot be deactivated by the user.
- 9.3. Users must not be able to administer their workstation.
- 9.4. The workstations must be configured with the correct security settings, as specified in the deployment process.
- 9.5. Contained data of the hard drives must erase by following a secure delete procedure at the end of the hard drives lifecycle.

10. Communication Security

Flowbird information system exchange more and more information with third parties. Therefore a number of rules must be applied:

10.1. A detailed network diagram must be maintained and accessible to authorized persons.

10.2. The various Flowbird networks must be segregated by filtering devices according to sensitivity and exposure levels.

10.3. It is strictly forbidden to implement any interconnection between the company and outer networks, without a prior recorded consent of the IT Group Dept or the DCO Group, and the CISO Group.

10.4. Remote access for third parties and employees must be granted in accordance with the procedure published in the ISMS.

10.5. All communications between external computer systems and the IT Dept. and DCO computer system, and in the absence of a risk analysis indicating specific communications security measures, must be encrypted and authenticated by either a public Certificate Authority or by the Flowbird key management infrastructure.

11. Security in projects

IT projects are structuring for the information system security. Also one should respect the following rules:

11.1. Projects must assess the security needs through a risk analysis including:

- network flow;
- authentication flow;
- processing, transfer and storage of sensitive information.

11.2. The project management process must include test steps of security level.

11.3. Any application must have at least one production environment and one development and testing environment. These environments must be segregated.

11.4. The rights and duties of testing and development teams must be segregated from the people in charge of production.

11.5. Applications integrating authentication bases (base of users and passwords) are prohibited.

12. Third Parties

Third parties are becoming more likely to interact with the company's information system. It is therefore necessary to respect the following rules:

12.1. Services contracts must include clauses addressing confidentiality, integrity and availability security issues.

12.2. Flowbird agrees with the third party of the information security requirements to limit the risks resulting from access by such third party to the organization's assets. Through the "Information Security Policy in relations with suppliers," Flowbird identifies and imposes specific security measures to third parties accessing to organizational assets.⁹

12.3. Is considered as sensitive third party, any third party identified as such during a preliminary risk analysis, or those accessing, storing, processing or transferring information under legal, contractual, regulatory requirements, or classified as confidential.

12.4. Flowbird will control sensitive third parties to verify their security practices. (Cf. §15.Compliance)

12.5. Third parties are subject to the legal requirements of their business locations.

12.6. A third party must comply with the guidelines and European regulations on the data protection when it stores, processes or transfers personal data of EU residents.

12.7. All third parties that store, process or transfer bank card primary account numbers (PAN) must comply with PCI DSS issued by the PCI Security Standards Council.

12.8. All third parties with activities in the construction, storage, customization, software development, integration, transport, deployment and disposal of credit card readers or electronic banking servers designed for the French market must comply with the Cartes Bancaires Labeling requirements.

13. Security Events

13.1. Security events must be reported promptly to the IT Dept. or the DCO, and the CISO.¹⁰

13.2. Security events should be treated according to the procedure published in the ISMS.¹¹

13.3. A feedback must be systematically done after every security incident. Corrective action will be taken if necessary.¹²

⁹ Policy [15.1.1] - Information security policy in relations with suppliers

¹⁰ Information Security Event: Occurrence indicating a possible breach of information security or failure of security measures.

¹¹ Procedure [16.1.1] - Security Incident Management Procedure

¹² Information security incident: One or more information security event linked and identified that can harm Flowbird assets or compromise its operations.

14. Business Continuity

14.1. Arrangements to ensure continuity of network service must be taken (redundancy of strategic connections, switches, routers, firewalls, etc.).

14.2. A computer emergency plan must reactivate the most sensitive applications in a reasonable time, in the event of a major disaster destroying the machine room.

14.3. A business recovery plan should allow users to get a working environment if a major disaster makes the premises of the company unusable.

14.4. A backup copies of the most sensitive environments must be hosted outside the premises of the company, by a specialized service provider.

15. Compliance

15.1. A permanent control of the information assets management must be established. It must have a control framework and provide writing reports certifying the results of the carried out controls.

15.2. A periodic control of the information assets management must be established. It must have a control framework and provide writing reports certifying the results of the carried out controls.

15.3. Electronic payment systems and Flowbird services exposed to the Internet must be subject to permanent controls to verify their resistance to internal and external threats to the organization.

15.4. Electronic payment systems and Flowbird services exposed to the Internet must be subject to periodic controls to verify their resistance to internal and external threats to the organization.

15.5. Sensitive third parties, including those involved in the design of payment systems are subject to periodic monitoring to check their resistance to internal and external threats to the organization.

15.6. Infrastructures hosting private and confidential classified information must be continuously monitored to check their resistance to external threats.

15.7. Infrastructure hosting confidential classified information must be periodically controlled to check their resistance to internal and external threats to the organization.

15.8. Targeted periodic controls on certain aspects of the information system should improve their security.

16. Shadow IT

16.1. Spontaneous installation of any technical infrastructure, whether physical or logical, is strictly prohibited. Within Flowbird, only the IT Group Dept and the DCO Group are authorized to implement IT infrastructures. The IT Group Dept and DCO Group may delegate this implementation to correspondents but these two departments will remain responsible.

17. Exception

17.1. Requests for exceptions related to information security are of three types:

1. exception related to risk mitigation, acceptance, transfer or removal .

2. exception related to compliance.
3. exception related to security policies.

17.2. An exception is granted for a limited period.

17.3. Each request for exception must be addressed to the local correspondent in information security.

17.4. Each request for exception must be assessed in terms of risk by the local correspondent in information security.

17.5. Any exception regarding compliance with a regulation or a Flowbird policy is subject to the CISO Group validation.

17.6. Any exception regarding the risk mitigation, acceptance, transfer or elimination is subject to the validation of the activity Manager.

17.7. Once assessed the request and its risks must be centralized in the Flowbird ISMS, by the local information security correspondent.

17.8. Once the deadline expired and in case of extension, the exception request must be re-assessed and revalidated.

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#	Technical Requirements	Firm Response	Comments, Explanation and/or Clarification
General Firm Credentials			
1	Firm has significant Public Sector market presence - provide number of customer implementations.	Meets	Flowbird has deployed systems in over 400 cities across the US and 5,000 around the globe.
2	Firm has a service support center (support and implementation personnel only) dedicated to the proposed product?	Meets	Flowbird will dedicate a project manager along with project support personnel to ensure a successful implementation.
Licensing			
1	Describe your licensing (user, application and database) for Hosted, SaaS or On Premises.	Hosted	Flowbird provides a hosted solution. Users of the system are granted a license for access to our back-office parking management suite.
Project Implementation and Training Plan			
1	The Firm shall include a typical timeline with this Proposal including major milestones for tasks and subtasks, dates and both Firm and customer resources.	Meets	Please refer to the implementation schedule on page 9 of our Technical proposal.
2	Include a description of your overall approach to each of the following task areas (if applicable):	Meets	Please refer to our Project Approach starting on page 4 of our Technical proposal.
	a) System Installation	Meets	Please refer to our Project Approach starting on page 4 of our Technical proposal.
	b) System configuration	Meets	Please refer to our Project Approach starting on page 4 of our Technical proposal.
	c) Data Conversion	Meets	Please refer to our Project Approach starting on page 4 of our Technical proposal.
	d) Training (A sample of training materials & documentation should be included)	Meets	Please refer to the training outlines starting on page 68 of our Technical proposal.
	e) Test planning and execution	Meets	Please refer to our Project Approach starting on page 4 of our Technical proposal. Please refer to our Project Approach starting on page 4 of our Technical proposal.
	f) System interface design and support	Meets	Please refer to our Project Approach starting on page 4 of our Technical proposal.
	g) System roll-out, procedures, and support	Meets	Please refer to our Project Approach starting on page 4 of our Technical proposal.
3	Please describe your current project management methodology.	Meets	Please refer to our Project Approach starting on page 4 of our Technical proposal.
Support			
1	The City of Spokane expects that annual support will include all updates, enhancements and training to the proposed solution. Describe how your solution meets this requirement.	Meets	Flowbird will provide annual support at no additional charge via phone, email and automatic updates of the back-office parking management system. Flowbird will provide training during system installation and will provide refresher trainings upon request each year of the contract.

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2	Describe your ongoing user support, including whether you provide a service call desk, procedures for handling different types of calls, ability to prioritize critical calls, and ability to respond to calls within a reasonable time period.	Meets	Please refer to page 6 of our Technical proposal.
3	Describe your escalation process for issues that are not resolved during initial call.	Meets	Issues that are not resolved during the initial call are escalated to our global support team or to the customer service manager.
4	The City of Spokane prefers a response from the service desk to non-emergency calls within four (4) hours and a response to critical calls (delay in work or loss of data due to system failure) within 1 hour. Provide validation of this capacity.	Meets	Flowbird is able to provide this level of service.
5	Describe how problems and/or bugs are reported, fixes developed, and status tracked for the proposed system.	Meets	Flowbird uses Salesforce.com for our local support team to raise issues that cannot be resolved at the local level. These requests are electronic service tickets which are tracked by the assigned coordinator. Status updates are communicated via Salesforce.com and by email.
6	Describe your process for receiving, evaluating, and implementing requests for enhancements to the proposed system post implementation.	Meets	Enhancement requests should be discussed with your Business Development Manager who can communicate the needs internally at Flowbird. Development requests are formally raised to management and follow-up calls are held on a regular basis to understand the need, see if we already have a solution available, or decide to provide a quotation for the development (if necessary).
7	Live support is available for any issues Monday – Friday, 8am – 5pm (PST), or other reasonable timeframe during typical business hours. Please provide SLA agreements.	Meets	Flowbird is able to provide live support within the requested hours. Our proposal includes our standard Connectivity and Services agreement.
8	Describe customer communications processes that announce service outages, bug fixes, updates, known issues, EOL dates, etc.	Meets	Service outages are communicated via email. Bug fixes, updates, known issues, and EOL dates are typically communicated through your Business Development Manager.
9	Describe account and support management methodology if provided such as dedicated resources included in cost or available at extra cost, onsite vs. remote meetings, regularly scheduled meetings vs. as needed, etc.	Meets	Your Business Development Manager is responsible for working with the City on an ongoing basis to ensure we are providing the parking system that meets the City's needs. While our customer service help desk is available for technical questions, the Business Development Manager is available to you to look at the "big picture." We also have support resources that assist the Business Development Manager with her role. There is no additional costs to meet with our Business Development Managers.

General System Specifications

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1	City of Spokane staff does not have administrative rights to install or upgrade applications and plug-ins on their computers. Describe any and all components that must be installed locally on a client machine, including Internet Explorer and Office plug-ins. Describe your support for packaging these components, if any, for automated installation.	Meets	The Flowbird back-office suite is accessed through standard web browsers such as Chrome, Firefox and Explorer. No special software is needed. The Flowbird help desk and your assigned project manager are available to assist with the setup of the system.
2	Internally, the City of Spokane has standardized on a Microsoft desktop platform: Windows operating system, Office suite, and Internet Explorer browser. The selected application Firm is expected to support all features and functionality within this environment. List versions currently supported by your product and describe your policy for adopting new versions of these products.	Meets	The Flowbird back-office suite is accessed through standard web browsers such as Chrome, Firefox and Explorer. Data can be exported to Excel/.csv files and via PDF files. The system supports current and past versions of these softwares.
3	City of Spokane requires the solution be compatible with multiple modern internet browsers for customer access via various platforms such as smart phones, tablets, desktops, etc. List the browsers and their versions(s) that your system currently supports and describe any functionality restrictions and limitations with your solution.	Meets	The Flowbird back-office suite is accessed through standard web browsers such as Chrome, Firefox and Explorer.
4	Any on premise components of the proposed solution must work in the city's current technical environment. If Proposal includes an on premise technology component, please describe the components that would be on premise and the environments supported/required. Include networking components and configurations required to support the proposed solution. If applicable, also describe any remote access to the city's network that your staff requires for implementation and/or ongoing support.	Meets	The Flowbird system solely relies on internet connection to standard web browsers.
5	Role Based Access Control (RBAC) allows the System Administrator to create user "profiles" that allow and grant user security rights to various functions of the system. Individuals or groups can also be given read/write or read-only access to the function, where applicable. Each user can be attached to a specific profile that gives them all the rights of the particular group. Describe how your system provides RBAC management and the level of granularity.	Meets	The Flowbird back-office suite allows the City's administrator to decide which level of access rights each staff member will have. Users can have access to system configuration (e.g. rate and message changes), financial details, maintenance information, and collection information or be limited to less access. Various alarms and alerts can also be turned on or off per user.
Network Requirements			
1	Specify maximum allowed latency requirements	Meets	The system will only time out if there is weak or no connection to the City's internet connections.
2	Specify the typical amount of network traffic generated by this application in Mbps	Meets	It is recommended to have an MBPS of at least 4 for your internet speed. The network speed is mainly important when you are downloading files from the system or selecting large amounts of data.
3	Specify the minimum network bandwidth required for each client installation in Mbps	Meets	It is recommended to have an MBPS of at least 4 for your internet speed. The network speed is mainly important when you are downloading files from the system or selecting large amounts of data.

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4	Specify all network ports that will need to be opened for both clients and network firewalls.	Meets	Ports 80 and 443 need to be opened.
5	Specify all public IP addresses that will need to be accessed by clients or servers.	Meets	The system is web based, just needing access to a standard web browser.
6	Specify any special IP address or protocol requirements for server or client PCs	Meets	There are no special IP address or protocol requirements for server or client PCs.
7	Specify remote access requirements and identify remote access users/equipment	Meets	Flowbird's back-office suite can be accessed by any device that has an internet connection and standard web browser. The system is password protected.
8	Specify physical switch port count requirements and port speed	Meets	The system is web based, just needing access to a standard web browser.
9	Specify any special network design requirements	Meets	There are no special network design requirements. The system is web based, just needing access to a standard web browser.
10	Specify if there are any QOS requirements	Meets	There are no QOS requirements
11	Specify any telephony requirements analog and or IP	Meets	The system is web based, just needing access to a standard web browser.
12	Specify any wireless access requirements	Meets	The system is web based, just needing access to a standard web browser.
13	Specify fiber or ethernet cabling requirements	Meets	The back-office system is web based, just needing access to a standard web browser. The pay stations can utilize a standard ethernet connection if desired/needed
14	Specify power requirements for all new equipment	Meets	The pay stations operate on battery power trickle charged by the solar panel or AC power connection.
15	Identify any certificate requirements	Meets	There are no certificate requirements. The system is web based, just needing access to a standard web browser.
Third Party Contracting			
1	Identify any/all 3rd party subcontractors and/or cloud service providers you contract with for your solution.	Meets	Flowbird hosts the data directly in our secure data centers. Where needed we contract with Amazon Web Services.
2	If using 3rd party subcontractors and/or cloud service providers describe the agreements you have with them for system security, business continuance, backup and restoration services, system availability, maintenance windows, hours of support, and penalties for violating prescribed uptime.	Meets	We do not anticipate using a 3 rd party subcontractor for hosting for this project.
Upgrades			
1	Describe your typical average upgrade schedule (frequency of version releases, patches, length of time to implement, notification process) and documentation provided.	Meets	The back-office suite is updated automatically as upgrades are implemented. These updates do not impact customer use.
2	Describe your notification practices for:	Meets	
	a) Planned outages	Meets	Flowbird sends email notifications of planned outages.
	b) Changes to the application and/or database	Meets	Application/database changes that impact client use will be emailed directly to the client.

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	c) Unplanned outages	Meets	Flowbird sends email notifications of unplanned outages.
	d) Product sunset	Meets	Product sunset that impacts the clients are communicated to the client by the Business Development Manager.
3	Describe any test or “sandbox” environments you would provide to the City of Spokane.	Meets	We are able to setup a “virtual” machine number for a pay station. This allows you to assign a pay station a special number so it can be identified as a test machine, so revenue reporting is not impacted.
4	Describe typical upgrade effort (downtime, level of difficulty, length of time to upgrade/update)	Meets	Back-office suite upgrades/updates happen automatically and typically do not impact client use.
Communications and Operations Management			
1	Are there documented procedures for securing and hardening IT infrastructure components (e.g. network devices, servers, operating systems, databases, etc.)?	Meets	Yes, our Managed Business Service policies document procedures for managing our IT infrastructure.
2	Are audit trails and logs maintained for network/system/application events to support monitoring or incident research and, if so, for what length of time?	Meets	Customer transaction data is stored online for 2 years and off line for 10 years.
3	Is there a vulnerability management program, which includes security patches or updates being regularly reviewed and applied to IT infrastructure components (e.g. network devices, servers, operating systems, databases, etc.)?	Meets	Yes, our Managed Business Service policies document procedures for managing our IT infrastructure.
4	Is traffic to/from the Internet (e.g. e-mail, web browsing) subject to malicious code scanning and data leakage prevention?	Meets	Yes, our systems are scanned for vulnerabilities. Our payment systems are scanned by a 3 rd party on a monthly basis for any vulnerabilities according to PCI standards.
5	Is there a Network Intrusion Detection/Prevention System with 24x7 monitoring, alerting, and handling?	Meets	Yes, we have implemented an intrusion detection/prevention system. The system is monitored 24/7.
6	Is all City of Spokane data encrypted while in storage and in transit (over the Internet or unsecure networks)?	Meets	Yes, we encrypt data send over the network and in storage.
7	Is City of Spokane data ever stored on non-company managed equipment?	Meets	No, data is stored in our secure data centers, monitored 24/7.
Public Records			
1	What is the procedure to retrieve bulk data in response to a PRR?	Meets	The City should request bulk data through our help desk via email.
Risk Assessment and Treatment			
1	Is there a risk assessment program in place?	Meets	Yes, we have a documented risk assessment program in place.
2	Is there a process to monitor, track, and remediate all identified risks on an ongoing basis?	Meets	Yes. Our system is based on GRPR best practices.
Security Policy			
1	Is there an information security policy?	Meets	Yes, please see our attached Information Security Policy.

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2	Have information security policies been reviewed in the last 12 months?	Meets	Yes, our security team meets on a monthly basis and updates policies as needed.
3	Is there an Acceptable Use Policy for employees, contractors, temporary staff, etc.?	Meets	Yes, Flowbird has documented policies and procedures for contracted resources.
4	Is the information security policy communicated to constituents?	Meets	The information security policy is communicated to Flowbird management and IT staff. The policy is available for customer review upon request.
Organizational Security			
1	Is there an individual or group responsible for security within the organization?	Meets	Yes, our Information Security Manager is Luc Porchon. He is responsible for managing information security in our organization.
2	Are contacts with information security special interest groups, specialist security forums, or professional associations maintained?	Meets	Flowbird follows GDPR guidelines.
3	Has an independent third-party review of the information security program been conducted in the last 12 months?	Meets	The Flowbird system is audited on an annual basis for its PCI certification.
4	Does management require the use of confidentiality or non-disclosure agreements with external parties (including Vendors or Suppliers)?	Meets	Yes, non disclosure agreements are utilized with external parties.
5	Is access to City of Spokane data (or the processing facilities hosting such data) provided to external parties?	Meets	Encrypted data is stored off site in the safe of an external security company.
6	Is the penetration testing conducted by a 3rd party?	Meets	Yes, penetration testing is conducted on a monthly basis by a 3 rd party.
7	Are suitable tests of systems and applications carried out during development and prior to acceptance?	Meets	Yes, we develop payment applications based on secure coding guidelines like OWASP Guide and utilize application testing software like Fortify 360.
8	Are anti-virus products used and configured with daily definition updates?	Meets	Yes, our system utilizes anti-virus products. Malware protection and firewalls are utilized.
9	Are backups of systems and data performed periodically (e.g. weekly)?	Meets	Yes, backups are performed on a weekly basis.
10	Is backup media stored offsite in a trusted facility?	Meets	Data is encrypted and stored off site in a safe of an external security company.
11	Is City of Spokane data isolated from other customer systems/data and secured to prevent unauthorized logical or physical access?	Meets	To ensure we are providing a cost effective service, multiple customer accounts are typically hosted on the same server. Of course, the data is separated so each client has access to their data only.
12	Are there documented procedures for securing and hardening IT infrastructure components (e.g. network devices, servers, operating systems, databases, etc.)?	Meets	Yes, our Managed Business Service policies document procedures for managing our IT infrastructure.
13	Are firewalls used to segment network zones and terminate connections to external networks?	Meets	

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14	Are audit trails and logs maintained for network/system/application events to support monitoring or incident research?	Meets	Customer transaction data is stored online for 2 years and off line for 10 years.
15	Is there a vulnerability management program, which includes security patches or updates being regularly reviewed and applied to IT infrastructure components (e.g. network devices, servers, operating systems, databases, etc.)?	Meets	Yes, our Managed Business Service policies document procedures for managing our IT infrastructure.
16	Is traffic to/from the Internet (e.g. e-mail, web browsing) subject to malicious code scanning and data leakage prevention?	Meets	Yes, our systems are scanned for vulnerabilities. Our payment systems are scanned by a 3 rd party on a monthly basis for any vulnerabilities according to PCI standards.
17	Is there a Network Intrusion Detection/Prevention System with 24x7 monitoring, alerting, and handling?	Meets	Yes, we have implemented an intrusion detection/prevention system. The system is monitored 24/7.
18	Is there an approval process to use wireless network devices?	Meets	Yes, device usage and network connections are covered by our security policies.
19	Are wireless connections encrypted?	Meets	
20	Is all City of Spokane data encrypted while in storage and in transit (over the Internet or unsecure networks)?	Meets	Yes, we encrypt data send over the network and in storage.
21	Is there a policy that addresses the use and management of removable media? (e.g., CDs, DVDs, backup tapes, USB drives, etc.)?	Meets	Yes, we have policies for device usage and storage.
22	Is sensitive data on removable media, including backup tapes, encrypted?	Meets	Yes, sensitive data is encrypted and stored securely.
23	Is City of Spokane data ever stored on non-company managed equipment?	Meets	No, data is stored in our secure data centers, monitored 24/7.
24	Are desktops/laptops/mobile devices "managed" and configured with a minimum build including security software (e.g. host firewall, disk encryption, etc.)?	Meets	
Access Control			
1	Are privileged accounts (administrator, super-user, etc.) controlled and reviewed?	Meets	Yes, our Security team meets on a monthly basis.
2	For systems which touch City of Spokane data, is there a separation of duties process in place for approving and implementing access with sponsorship and duration documented?	Meets	Client data is separated based on sensitivity level. For instance, credit card transaction details are separated from standard transaction details.
3	Are user access paths set up on a predefined role-based need-to-know basis (e.g., only the operators working on City of Spokane's project have access to City of Spokane's information and systems)?	Meets	Yes, the system is a password protected system with access rights granted to those that need access to the data.
4	Are there formal procedures to add, delete and modify user accounts and access, assign to role and audit compliance against current user list?	Meets	Yes, the City system administrator will make requests to the Flowbird help desk for changes to accounts and access rights.
5	Do policies require access controls be in place on applications, operating systems, databases, and network devices to ensure users have least privilege?	Meets	Yes, however, in the case of City users, this will only apply to access rights on the

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Vendor: Parkeon, Inc. dba Flowbird

			Flowbird web based parking management system.
6	Are unique user IDs used for access?	Meets	Yes, the system requires a unique user name along with a password.
7	Is there a process to grant and approve access to systems processing, storing, or transmitting City of Spokane data?	Meets	We will utilize our standard processes to process, store and transit data according to GDPR best practices.
8	Is there a process to recertify access on a periodic basis (including privileged accounts e.g. administrator, super user, etc.)?	Meets	The City system administrator is responsible for communicating access rights changes to the Flowbird help desk.
9	Are passwords required to access systems processing, storing, or transmitting City of Spokane data?	Meets	Yes, the system is accessible to user name and password.
10	Do remote access communications into the environment occur over an encrypted tunnel (e.g. IPSec, SSL VPN, etc.)?	Meets	We encrypt data coming in transmission from the pay stations over SSLv3 tunnel. Private or confidential data stored in the database are encrypted using cryptographic algorithms (AES-256).
11	Is multi-factor authentication required for remote access?	No	
Systems Acquisition Development & Maintenance			
1	Is there a Software Development Life Cycle (SDLC) process, which includes security requirements and tollgates?	Meets	Yes, the ITIL standard process is used for change, incident and service level management.
2	Is access to production code and program source libraries based on the principle of least privilege?	Meets	
3	Are change control procedures required for all changes to the production environment?	Meets	
4	Is City of Spokane data ever used in the development, staging, or testing/QA environments?	Meets	City of Spokane data will not be used in development or testing environments unless we are delivering a development project specifically for the City of Spokane.
5	Are source code reviews (e.g. input validation) performed on applications, including those processing City of Spokane data?	Meets	Yes, source code reviews are performed on applications before deployment.
6	Are penetration tests and vulnerability assessments performed against external/Internet-facing systems and applications?	Meets	Yes, we perform penetration and vulnerability assessments.
7	Do developers receive targeted security training and are they made aware of vulnerabilities through periodic metrics reporting?	Meets	Yes, developers assigned to payment applications are trained at least annually in up-to-date secure coding techniques, including how to avoid common coding vulnerabilities.
8	Does the SDLC process include security requirements gathering, implementation, and verification tollgates before acceptance into production?	Meets	
9	Does the development process follow OWASP standards for building secure applications including international security review?	Meets	Yes, we develop payment applications based on secure coding guidelines like OWASP Guide and utilize application testing software like Fortify 360.

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10	For environments being used for City of Spokane data, do you have an external source code review of all major applications revisions to the environment (SQL injection, cross-site scripting, and security weaknesses, not QA)?	Meets	The ITIL standard process is used for change, incident and service level management. The data center performs daily log analysis and regular updates for all systems. All downtimes are tracked through NAGIOS (http://www.nagios.com/) and availability reports are published on a monthly basis.
11	Do developers regularly receive detailed coding and design training in application security?	Meets	Yes, developers assigned to payment applications are trained at least annually in up-to-date secure coding techniques, including how to avoid common coding vulnerabilities.
Incident Event and Communications Management			
1	Is there an Incident Response process (including IT security breaches) that is reviewed annually?	Meets	Flowbird utilizes an incident response process. More details are found starting on page 29 of our Technical proposal.
2	Is there an Incident / Event Response team with defined roles and responsibilities?	Meets	Yes, this team meets regularly.
3	Is there a process to notify City of Spokane of incidents/events, including the sharing of relevant documentation (e.g. issues, root cause analyses, outcomes, and remediation)?	Meets	System downtime and outages are communicated via email. If there is a more serious issue to communicate, we will communicate that formally to the City through your Business Development Manager.
Business Continuity & Disaster Recovery			
1	Is there a documented policy for business continuity and disaster recovery?	Meets	Flowbird has a documented business continuity and disaster recover policy.
2	Is the capacity at the recovery location reviewed on a regular basis to ensure that adequate capacity is available in the event of a disaster?	Meets	Note that disaster recovery processes are tested throughout the year as follows: As a first point, our backup site is used by our demo platform and our validation teams, so that connectivity and infrastructures are daily used and monitored as per the main site Every week, the electricity supply is shut down in order to check that the backup energy source is taking over Then every year, we perform a full test, in parallel to the production system. We restore all the images on the backup site and check that every application is up and running and ready to take over on main site.
3	Does the product or service in question have an assured business continuity capability?	Meets	
4	Does the recovery strategy assure the continued maintenance of the service level agreements?	Meets	Yes, we have the ability to quickly restore services using a backup hosting site.
5	Does the Business Continuity and/or Disaster Recovery plan address notification to City of Spokane when incidents occur?	Meets	Yes, our clients will be notified if the City of Spokane system is impacted or sensitive data is lost.

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6	Are alternate facilities (e.g. data centers, office locations, etc.) used?	Meets	Yes, we have redundant data centers.
Compliance			
1	Are there requirements to comply with any legal, regulatory or industry requirements, etc.?	Meets	Yes, we are required to comply with GDPR standards and PCI requirements.
2	Are audits performed to ensure compliance with any legal, regulatory or industry requirements?	Meets	At least on an annual basis our policies are reviewed to ensure adherence to GPDR standards.
3	Is there a records retention policy?	Meets	Retention and disposal of data policy 1. Flowbird shall not keep personal data in a form that permits identification of data subjects for longer a period than is necessary, in relation to the purpose(s) for which the data was originally collected. 2. Flowbird may store data for longer periods if the personal data will be processed solely for archiving purposes in the public interest, scientific or historical research purposes or statistical purposes, subject to the implementation of appropriate technical and organisational measures to safeguard the rights and freedoms of the data subject. 3. The retention period for each category of personal data will be set out in the Retention of Records Procedure along with the criteria used to determine this period including any statutory obligations Flowbird has to retain the data. 4. Flowbird's data retention and data disposal procedures (Storage Removal Procedure) will apply in all cases. 5. Personal data must be disposed of securely in accordance with the sixth principle of the GDPR – processed in an appropriate manner to maintain security, thereby protecting the “rights and freedoms” of data subjects. Any disposal of data will be done in accordance with the secure disposal procedure.
4	Is there an independent audit function within the organization?	Meets	
Privacy			
1	Is there an individual in the organization who is responsible for privacy?	Meets	Yes, our Information Security Manager is Luc Porchon. He is responsible for managing information security in our organization.
2	Do the policies and procedures include appropriate safeguards to ensure compliance with applicable privacy laws, including cross-border transfers of targeted privacy data?	Meets	

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3	Is there a documented data flow for targeted privacy data for each jurisdiction?	Meets	Yes, our Data Privacy policies address how to apply GDPR standards outside of the European Union including the United States.
4	Does the organization control or own the delivery of Privacy Notices to customers?	Meets	Flowbird has a documented Data Privacy policy.
5	Are there documented policies or procedures to ensure targeted privacy data is only collected, stored and used for the purposes for which it was collected?	Meets	Flowbird has a documented Data Privacy policy.
6	Are there written procedures to process data protection authorities / regulators' complaints, if required?	Meets	Yes, our Data Privacy policy addresses this topic.
7	Are there documented procedures to notify customers (City of Spokane included) whose sensitive or personal information has been breached, as required by policy, practice or applicable privacy laws?	Meets	Yes, should there be a security breach, our Information Security Manager will be responsible to manage the process to notify clients.
8	Is there internal monitoring for compliance with Privacy Policies and procedures?	Meets	
9	Is on-boarding privacy training provided for all employees, contractors, temporary staff, etc.?	Meets	
SaaS Providers			
1	Are logins and communications secured with encryption? (HTTPS, SFTP,etc)	Meets	Flowbird receives authorization requests containing cardholder data (PAN, ISO2track) from card reader devices. Requests are encrypted by the card reader with 128bits AES keys and sent through Internet/GPRS to the payment gateway server managed by Flowbird. Parkeon transmits Cardholder data to acquirer, gateway and payment providers through several protocols (HTTPS, SFTP or TLS tunnels). Flowbird stores cardholder data encrypted in a database (AES-128) and in a Percona database (AES-256).
2	Are data transfers secured with encryption (HTTPS,SFTP,etc)	Meets	Flowbird receives authorization requests containing cardholder data (PAN, ISO2track) from card reader devices. Requests are encrypted by the card reader with 128bits AES keys and sent through Internet/GPRS to the payment gateway server managed by Flowbird. Parkeon transmits Cardholder data to acquirer, gateway and payment providers through several protocols (HTTPS, SFTP or TLS tunnels). Flowbird stores cardholder data encrypted in a database (AES-128) and in a Percona database (AES-256).
Vendors connecting to City of Spokane			
1	Vendor devices accessing City of Spokane networks are secured with at least the minimum required software (Antivirus,etc)	Not applicable	Flowbird devices will not be accessing City of Spokane networks.
2	Verify no personal devices will connect to the City of Spokane network, only authorized Vendor owned devices.	Not applicable	Flowbird devices will not be accessing City of Spokane networks.

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Vendor: Parkeon, Inc. dba Flowbird

3	Site to site tunnels are encrypted and mask both the Vendor and City of Spokane networks with NATing	Meets	We encrypt data coming in transmission from the pay stations over SSLv3 tunnel. Private or confidential data stored in the database are encrypted using cryptographic algorithms (AES-256).
4	Will communication over the VPN or tunnel be limited to only the systems necessary to transfer data and/or service the projects at City of Spokane	Meets	We encrypt data coming in transmission from the pay stations over SSLv3 tunnel. Private or confidential data stored in the database are encrypted using cryptographic algorithms (AES-256).


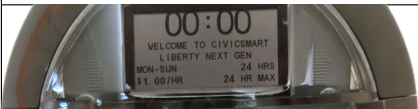
RFP 5207-19 ATTACHMENT B - COMPLIANCE MATRIX


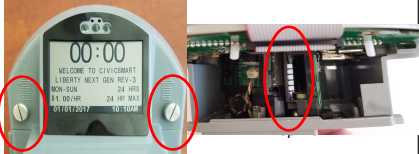
Company Name and Contact Information:		Parkeon, Inc. dba Flowbird - Kerry LC
	Requirement Description	Requirement Compliance
2.1 GENERAL SPECIFICATIONS	Please note: Please fill this sheet out for SINGLE SPACE METERS only	Proposer is to respond to all requirements highlighted in *yellow*. If vendor selects "will meet" please list compliance date in notes section
a)	Payment must be available through multiple options, including coin, credit card and mobile payment integration. Near Field Communication (NFC) (including Apple Pay and Google Pay) payments shall be supported and available.	Meets
b)	Pay station technology must allow the patron to pay for a parking space transaction at any pay station.	Does Not Meet
c)	The ability to add time to existing transactions, however, the add time feature must disallow the ability to purchase time past the maximum time allowed by license plate for the parking space/zone.	Meets
d)	Meters must have the ability to store a minimum of 8 different rate structures that are configurable by time of day and day of the week. Pay stations must allow for simultaneous rate structures to be displayed that include static/fixed rate combined with hourly rate options.	Meets
e)	A large screen display is preferred in order for rate information to be displayed, rather than signs posted on the meter.	Meets
f)	Pre-payment option (payments made in advance of operating hours).	Meets
g)	An option for patrons to be informed of the expiration of their paid parking session.	Does Not Meet
h)	All technology must be simple to understand and easy to use.	Meets
i)	All technology must be reliable, easy to maintain and secure.	Meets
j)	All technology shall be able to electronically display the following to the patron with minimal effort: i. Rates ii. Days and hours of operation iii. User instructions	Meets
k)	Proposers must offer strong customer support 7 days a week.	Meets
l)	Changing rates using the Meter Management System (MMS) shall be completely web-based (no software to install), easy to use with customizable tariff naming and the ability to download rates onto customizable, user-defined groups of meters.	Meets
m)	All technology, equipment and systems shall be ADA-compliant.	Meets
n)	All materials and components shall be new and unused.	Meets
o)	All technology shall have a modular design. Components shall be able to be quickly changed in the field.	Meets
p)	All electronic components, connections and wiring shall be fully weatherproofed.	Meets
q)	The meters shall be weather, rust and graffiti resistant and shall be made of stainless steel or an equivalent material.	Meets
r)	The City prefers that the meter has additional lighting or illumination for dark hour usage. Proposer shall describe how the lighting and/or display operates during dark hours.	Provide Proposal reference page with description in Column D
s)	All technology shall wirelessly communicate usage, payment status, meter access and maintenance alert data in real-time.	Meets
t)	All technology shall be managed by a web-based meter maintenance system (MMS) that can: i. Remotely update pricing, regulations, and configuration. ii. Provide reports on meter activity. iii. Automatically create maintenance work order tickets for generated alarms or patron reports of meter malfunctions. Maintenance tickets shall be able to be updated via email, smartphone and tablet. iv. Record meter maintenance completed by repair staff. v. Easily indicate meter status and send alarms to designated personnel if a meter is not functioning. vi. Proposer shall describe ability to integrate with City's 311 reporting system to receive and report on trouble tickets and work order requests.	Meets
u)	u) All technology shall be warranted to operate as proposed within a temperature range of -15 degrees Fahrenheit to +140 degrees Fahrenheit and under environmental conditions found in the City, including but not limited to sleet, snow, hail, grime, rain, fog, sun (including direct sunlight), and vibrations.	Meets
2.2 WIRELESS TWO-WAY COMMUNICATIONS		
a)	The technology will be equipped with a modem, antenna, and the required software to support wireless communications.	Meets
b)	The wireless communications shall be supplied as a "communications service" during the life of the contract, not as a specific type of modem or wireless carrier supply. Vendor shall be responsible for maintaining and updating the communications service to ensure system uptime in excess of 99% during parking hours of operation.	Meets
c)	Describe the modem type: CDMA, GSM and/or Wi-Fi.	Provide Proposal reference page with description in Column D
d)	Identify the likely cellular carrier(s) to be used for City service and the process of determining reliability of signal coverage.	Provide Proposal reference page with description in Column D
e)	The Proposer shall describe the established process to troubleshoot and resolve communication interruptions and failures.	Provide Proposal reference page with description in Column D
f)	System transactions shall be communicated to the back-office system in real time to support pay-by-plate pay station enforcement queries. The system shall support enforcement queries for vehicle payment status.	Meets

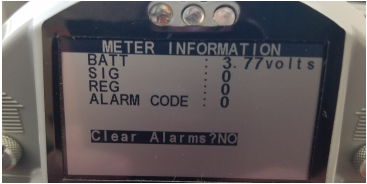
	Requirement Description	Requirement Compliance
g)	If credit card payments can be accepted during weak wireless signal occurrences, describe the process.	Meets
2.3 DISPLAY		
a)	Graphic display shall be easy to read under various daytime and nighttime lighting conditions, including fog and direct sunlight and at various angles. Proposer shall describe its options for altering the display to make viewing in direct sunlight easier.	Provide Proposal reference page with description in Column D
b)	The meter shall have a backlit graphic display panel that is large enough to legibly display all necessary operating status messages to patrons and repair personnel. The display must be energy efficient and operate in a solar-charging (or equivalent) configuration and not cause excessive battery drain.	Meets
c)	The display shall be scratch and impact resistant.	Meets
d)	Current rates and hours must be able to be displayed on the graphic display and be remotely programmed.	Meets
e)	Describe the ability to program and display different rate schedules by time of day and day of the week, including dynamic and progressive rate structures for peak occupancy periods. City staff shall have the ability to program rates independent of vendor support with no additional costs associated with these changes. i. Customers shall be able to select their rate option prior to submitting payment in order for the meter to translate the amount due and inform the customer of the payment value.	Provide Proposal reference page with description in Column D
f)	Graphic display shall support dynamic messaging functionality to reflect changes in pricing, regulations, display messages, format, or configurations made in the MMS and communicated wirelessly to the meter at least once per day. The City shall have the ability to change or adjust the graphic display independent of vendor support and there shall be no additional costs for these types of adjustments.	Meets
g)	Meters shall have an ability to display special messaging. Proposer shall describe the process and features that enable special messaging, i.e., holiday and special event messages, which can be downloaded remotely.	Provide Proposal reference page with description in Column D
h)	Meter display shall clearly communicate the following electronically, alphanumerically and graphically: i. Rates ii. Days and hours of meter operation iii. Regulations iv. Instructions to the user: 1. Read Error, Please Reinsert Card – if card is removed from the mechanism before it could read the information on the card; 2. Coin Only – at the sole discretion of City, if the card slot is inoperable; 3. Card Only – at the sole discretion of City, if the coin slot and/or bill acceptor is inoperable; 4. Out of Order – at the sole discretion of City, if the coin and card slot are inoperable, with customizable instructions such as pay at another meter. v. Special messaging	Meets
i)	Proposer shall describe any static information displayed and the format used.	Provide Proposal reference page with description in Column D
2.4 KEYPAD		
a)	Keypads must be vandal resistant, weatherproof, and corrosion resistant.	Meets
b)	Proposer shall describe any visual, audible or tactile indication that a button has been pressed, as feedback to the patron. i. Describe the visibility of the keypad after dark and how the patron will interact with the meter.	Provide Proposal reference page with description in Column D
2.5 PAYMENTS		
a)	Proposer shall describe coin, bill, card and alternative payment operations, including the number of different coins/currency accepted and the type of card-based payments, including magnetic stripe, contactless cards and chip-based cards (as applicable).	Provide Proposal reference page with description in Column D
b)	All meters must support secure real-time authorization of credit cards and optional contactless cards.	Meets
c)	The meter shall accept monies through a jam-resistant coin/bill interface and jam-resistant card payments through a card interface.	Meets
d)	For pay stations, the coin discrimination system should contain an automatic shutter, which only opens during operational hours for coin insertion of approved coins, but not for non-metallic objects.	N/A
e)	For single/dual space meters, Proposer shall describe how the proposed technology mitigates insertion of objects other than approved coins.	Provide Proposal reference page with description in Column D
f)	If the coin or bill slot is inoperable, meters must have the option to still accept card payments and promote third-party payments (e.g., mobile payments), if applicable.	Meets
g)	The coin chute or track and coin verifier unit shall be a free-fall type (non-moving and non-mechanized) or an equivalent.	Meets
h)	The coin chute or track shall include an anti-backup provision to prevent and detect the attempted retrieval of deposited coins (e.g., attached to strings, paddles, wires, etc.).	Meets
i)	Monies must be deposited directly into, and stored within, secured containers in the vault area of the meter.	Meets
j)	Monies must be easy to collect, simple to reconcile and include audit capabilities.	Meets
k)	Maintenance personnel must be able to easily clear coin/bill jams without the use of special tools and without accessing the vault.	Meets
l)	Describe how the ‘Pay at Any Pay Station’ feature would operate utilizing the proposed parking technology solution.	Provide Proposal reference page with description in Column D
m)	All meters shall be able to be programmed to accept pre-payments prior to start of regulated parking and extended payment within applicable City policy requirements.	Meets
n)	Proposer shall describe in detail the step-by-step process of vendor’s credit card acceptance procedure from the time a patron inserts his/her card to the time the money is deposited in the City account. Include the name of your gateway processor (if using a third party) and the name of the gateway software (if your firm uses in-house software). Proposer shall list all subcontractors involved in each step (e.g., cellular providers or gateway companies) and describe the subcontractors’ PCI compliance. Proposer shall describe any per transaction charges from the vendor and/or the gateway company, or software charges; if none, then state as much.	Provide Proposal reference page with description in Column D

	Requirement Description	Requirement Compliance
o)	The meter, the associated communications system, the backend server and gateway services shall all be compliant with Payment Card Industry Data Security Standard (PCI Level 1 certified by a Qualified Security Assessor (QSA)).	Meets
p)	Meter shall be PA-DSS certified by a Qualified Security Assessor (QSA).	Meets
q)	The technology must be EMV compliant. Proposer shall describe their current and future EMV capabilities including any required upgrades, options and/or associated costs.	Meets
r)	Proposer shall describe any alternative payment options, the associated costs or any additional fees. Proposal shall describe current and future capabilities including any required upgrades or options for the implementation of the alternative payment options.	Provide Proposal reference page with description in Column D
s)	The MMS system shall allow the City to dynamically and remotely adjust parking prices on the meters in real-time.	Meets
2.6 CLOCK		
a)	The meter must have a 365-day calendar real-time clock that completes a daily time-sync with the server at least once every 24 hours and that will either retain the time settings during battery replacements or servicing, or will accurately reset the time settings without losing prior programming; reset shall occur within 3 seconds of battery replacement or servicing. If back-up power built into the meter is used for this function, this back-up power must allow at least 15 minutes for a given battery change without losing the clock settings.	Meets
b)	The clock shall be programmable at least one year in advance for automatic daylight savings time changes.	Meets
c)	The time-of-day clock shall be accurate to within plus or minus two seconds per day (where a day is defined as any given 24-hour period). i. There shall be no upper limit or maximum deviation that would prevent the clock from syncing with the MMS. ii. The clock shall track the day of week, Monday through Sunday. iii. Time of day and day of week shall be displayed to maintenance staff, on the front display screen, when the reset feature is activated.	Meets
2.7 POWER		
a)	Pay stations must allow for power by a rechargeable solar-powered (or equivalent) battery.	N/A
b)	Batteries shall be located in an easily accessible storage area inside the unit that can be changed out in less than 30 seconds once the pay station is opened.	N/A
c)	For environmental reasons, Nickel-Cadmium batteries shall not be used to power the meters.	Meets
d)	The meter will be powered by battery and/or rechargeable solar-powered (or equivalent) battery pack.	Meets
e)	When battery voltage falls below a minimum threshold, the meter will generate an alert prior to the meter going out of service.	Meets
f)	Battery connections will be designed to resist corrosion and sustain a minimum of five years of service.	Meets
g)	Current battery voltage for both rechargeable (solar or equivalent) and non-rechargeable batteries will be available on the display and through the MMS.	Meets
h)	All locally stored meter data will be retained during battery replacement and battery failures of seven days or less.	Meets
i)	Please describe any unique power management capabilities.	Provide Proposal reference page with description in Column D
j)	Battery shall guarantee a life of at least 5 years. Proposer shall describe how any and all options will impact battery life.	Provide Proposal reference page with description in Column D
2.8 SECURITY / MAINTENANCE		
a)	Monies passing through the meter shall be deposited directly into secured containers in a separate vault area.	Meets
b)	The coin/bill vault areas shall not be accessible from the maintenance compartment.	Meets
c)	Meters shall be resistant to vandalism and other attacks to remove or disable coin/cash from the coinboxes.	Meets
d)	Meters shall have high security locks for all housing and cabinet doors. Include a description of the locks provided. Electronic locks are preferred with online programmable access parameters including restrictions for maintenance, collections, days of week and hours of day. Describe the manual override process in case of power failure or electronic lock malfunction.	Provide Proposal reference page with description in Column D
2.9 WARRANTY / VENDOR SUPPORT		
a)	Proposer shall describe their system warranty and extended warranty options on all hardware and software effective from the date of installation.	Provide Proposal reference page with description in Column D
b)	Proposer shall describe technical support services, including 7 day a week customer support help desk availability (including holidays), on-line help features, transaction assistance, on-site support and technical support, during and beyond the installation and warranty periods. Proposer shall describe who is responsible for supporting the meter including any and all subcontractors.	Provide Proposal reference page with description in Column D
c)	The customer support help desk shall have the ability to collect and/or provide detailed information to the City via the hotline and/or via log in to the back-office software, including: i. Verify, log and dispatch reports of meter malfunctions in real time with online tracking	Meets
d)	Proposer shall provide the City with toll free telephone numbers enabling them to reach Proposer's staff during normal business hours.	Meets
e)	The system must be capable of providing remote off-site diagnosis and support via wireless access. The system must be capable of remote software upgrades via wireless access.	Meets
f)	Vendor shall be required to provide quarterly technical bulletins that identify product notifications, technology updates, lessons learned from other installations and overall system and performance details including software and firmware upgrades with an explanation of features and improvements.	Meets
g)	Provide system warranty guarantees and extended warranty options on all hardware and software effective from the date of installation.	Provide Proposal reference page with description in Column D

	Requirement Description	Requirement Compliance
h)	Requests for Quotations from the City must be to be fulfilled within three business days, and/or at a status update on the 3rd business day and every 2 days thereafter. This is to include all requests for all equipment and parts.	Meets
i)	Return Merchandise Authorization (RMA) requests must be fulfilled within 30 calendar days, and/or a status update as the expected time of arrival (ETA). RMA shipments to the City must include advance email delivery notification, delivery date/time and the associated tracking number to the designated City point of contact. Deliveries to the City shall only occur within the mutually established delivery hours of operation.	Meets
2.10 TRAINING		
a)	Proposer shall provide a proposed training outline with their response.	Meets
b)	The City requires an on-site 2-hour refresher training each year that will include a review of project issues, system performance and product updates. Vendor shall provide all training at a location to be determined by the City or its designee.	Meets
c)	Proposer shall cover all travel costs.	Meets
d)	Proposer shall describe how upgrades to the MMS or other systems will be distributed, communicated, and implemented (e.g., training of appropriate staff) during the term of the contract.	Provide Proposal reference page with description in Column D
e)	Proposer shall supply and keep current hard and digital copies of all operating, training, repair and user's manuals, which includes detailed instructions for system usage.	Meets
2.11 REPORTING / MAINTENANCE TRACKING / ENFORCEMENT		
a)	The MMS must provide secure, web-based back office reporting, including real time exception reporting for equipment downtime and data transmission issues.	Meets
b)	The MMS shall provide maintenance tracking with automated technical ticket generation.	Meets
c)	Describe how access to real-time information regarding customer-generated reports of meter or signage problems, and meter-generated warnings and alarms is available to support staff, including maintenance technicians.	Provide Proposal reference page with description in Column D
d)	The MMS shall provide a smartphone application to update, reassign and close out maintenance tickets.	Meets
e)	The MMS shall have the capability to track maintenance issues, completion of maintenance tasks and reports on meter uptime.	Meets
f)	The MMS shall provide scheduling capabilities for both preventive and non-recurring maintenance.	Meets
g)	The MMS shall provide a maintenance dispatch interface for the scheduling, recording and reporting of error/problem corrections.	Meets
h)	The MMS shall provide an online mapping module for parking spaces and meters to identify maintenance and enforcement areas/zones. The MMS shall provide real-time verification of parking spaces payment status for enforcement purposes.	Meets
i)	MMS shall allow the remote download of all rate changes, display changes, receipt layout changes, other user interface changes and operating system changes and upgrades with no upcharge for wireless data usage.	Meets
j)	The web-based MMS reporting analytics tool shall allow for: i. custom filtering of data fields ii. drop & drag report capabilities iii. table creation where reports can be saved for individual or global use	Meets
k)	The MMS shall allow for online scheduled reports to be exported as Excel, CSVs and/or PDFs	Meets
2.12 DATA / INTEGRATION		
a)	Proposer must provide real-time integration with the City's current and future parking technology and data management vendors, including, but not limited to, citation issuance/enforcement handhelds, LPR and mobile payment (Passport). Proposer shall confirm current integrations with the City's existing vendors and/or describe any costs associated with implementing the integration required to support pay-by-plate.	Provide Proposal reference page with description in Column D
b)	Vendor will be required to provide all meter related data in a format and interface as defined by the City, including an interface with the City's asset management system (Cityworks). Vendor shall be able to work with outside vendors to perform data migration. This could include data mapping, data cleanup/verification, data transfer, and other testing as defined by City requirements.	Meets

oomis - 470-591-6974 - kerry.loomis@flowbird.group
Vendor Response Comments - Optional
If, applicable, you may use this space to expand on your response and/or reference supporting documentation (e.g. file attachments, online information, etc.) on how your solution meets the requirement.
All payment forms except NFC are currently available and operational. NFC payment acceptance (including Apple Pay and Google Pay) will be available in early 2020.
This is a paystation specific requirement. Single space parking meters only allow motorists to pay for a specific space per meter.
For single space meters, this is a by-space feature, not by-license plate.
The LNG high-resolution screen has a large hi-resolution screen which allows for rate and other information to be fully displayed on the screen.

We do not current offer this solution, however, this is available with the integration of the City's mobile payment provider.

Our Support Desk is staffed by Full Time CivicSmart employees during business hours. All issues are logged into our Jira Work Order Tracking System so there is full visibility across the organization for all issues until resolution. Live operators answer calls after-hours and can escalate issues as needed. Alternate points of contact are also provided when needed.
Please refer to attached document.
A communications service guarantee is included in the extended meter warranty.
Please refer to attached document.
Please refer to attached document.
Please refer to attached document.
Single-space meters are a pay-by-space configuration, therefore will not supply pay-by-plate enforcement queries. Enforcement officers will, however, have access to meter payment status.

Vendor Response Comments - Optional
During weak or no wireless signal, credit card payments are accepted (unless from a blacklisted card), stored locally in accordance with PCI requirements, and uploaded when servcie is restored.
Please refer to attached document.
The innovative engineering of our LNG eliminates the need for solar panels which trickle-charge batteries resulting in short battery life. Our fully rechargeable battery is not impaired by trees, bulidings, northern exposure, high latittude, short winter days, etc.
Please refer to attached document.
Please refer to attached document.

Please refer to attached document.
Please refer to attached document.
Please refer to attached document.
All payment forms except NFC are currently available and operational. NFC payment acceptance (including Apple Pay and Google Pay) will be available in early 2020.
*Bills are not applicable to single-space meters
Please refer to attached document.
Coin jams can be cleared by removing two thumb screws to access the coin slot.

This is not a single-space meter feature.
Please refer to attached document.

Vendor Response Comments - Optional
The LNG has a Level 2 EMV-certified card reader.
Please refer to attached document.
Battery voltage is available on the display through the Tech Menu as well as in the backend PEMS system.

Please refer to attached document.
Please refer to attached document.
Please refer to attached document.
Please refer to attached document.
Please refer to attached document.
Please refer to attached document.

Vendor Response Comments - Optional
Please refer to attached document.
Please refer to attached document.
Please refer to attached document.


Please refer to attached document.

Company Name and Contact Information:		Parkeon, Inc. dba Flowbird - Kerry Lo
	Requirement Description	Requirement Compliance
2.1 GENERAL SPECIFICATIONS	Please note: Please fill this sheet out for DUAL SPACE METERS only	Proposer is to respond to all requirements highlighted in *yellow*. If vendor selects "will meet" please list compliance date in notes section
a)	Payment must be available through multiple options, including coin, credit card and mobile payment integration. Near Field Communication (NFC) (including Apple Pay and Google Pay) payments shall be supported and available.	Meets
b)	Pay station technology must allow the patron to pay for a parking space transaction at any pay station.	Does Not Meet
c)	The ability to add time to existing transactions, however, the add time feature must disallow the ability to purchase time past the maximum time allowed by license plate for the parking space/zone.	Meets
d)	Meters must have the ability to store a minimum of 8 different rate structures that are configurable by time of day and day of the week. Pay stations must allow for simultaneous rate structures to be displayed that include static/fixed rate combined with hourly rate options.	Meets
e)	A large screen display is preferred in order for rate information to be displayed, rather than signs posted on the meter.	Meets
f)	Pre-payment option (payments made in advance of operating hours).	Meets
g)	An option for patrons to be informed of the expiration of their paid parking session.	Meets
h)	All technology must be simple to understand and easy to use.	Meets
i)	All technology must be reliable, easy to maintain and secure.	Meets
j)	All technology shall be able to electronically display the following to the patron with minimal effort: i. Rates ii. Days and hours of operation iii. User instructions	Meets
k)	Proposers must offer strong customer support 7 days a week.	Meets
l)	Changing rates using the Meter Management System (MMS) shall be completely web-based (no software to install), easy to use with customizable tariff naming and the ability to download rates onto customizable, user-defined groups of meters.	Meets
m)	All technology, equipment and systems shall be ADA-compliant.	Meets
n)	All materials and components shall be new and unused.	Meets
o)	All technology shall have a modular design. Components shall be able to be quickly changed in the field.	Meets
p)	All electronic components, connections and wiring shall be fully weatherproofed.	Meets
q)	The meters shall be weather, rust and graffiti resistant and shall be made of stainless steel or an equivalent material.	Meets
r)	The City prefers that the meter has additional lighting or illumination for dark hour usage. Proposer shall describe how the lighting and/or display operates during dark hours.	Provide Proposal reference page with description in Column D
s)	All technology shall wirelessly communicate usage, payment status, meter access and maintenance alert data in real-time.	Meets
t)	All technology shall be managed by a web-based meter maintenance system (MMS) that can: i. Remotely update pricing, regulations, and configuration. ii. Provide reports on meter activity. iii. Automatically create maintenance work order tickets for generated alarms or patron reports of meter malfunctions. Maintenance tickets shall be able to be updated via email, smartphone and tablet. iv. Record meter maintenance completed by repair staff. v. Easily indicate meter status and send alarms to designated personnel if a meter is not functioning. vi. Proposer shall describe ability to integrate with City's 311 reporting system to receive and report on trouble tickets and work order requests.	Meets
u)	u) All technology shall be warranted to operate as proposed within a temperature range of -15 degrees Fahrenheit to +140 degrees Fahrenheit and under environmental conditions found in the City, including but not limited to sleet, snow, hail, grime, rain, fog, sun (including direct sunlight), and vibrations.	Meets

2.2 WIRELESS TWO-WAY COMMUNICATIONS		
a)	The technology will be equipped with a modem, antenna, and the required software to support wireless communications.	Meets
b)	The wireless communications shall be supplied as a “communications service” during the life of the contract, not as a specific type of modem or wireless carrier supply. Vendor shall be responsible for maintaining and updating the communications service to ensure system uptime in excess of 99% during parking hours of operation.	Meets
c)	Describe the modem type: CDMA, GSM and/or Wi-Fi.	Provide Proposal reference page with description in Column D
d)	Identify the likely cellular carrier(s) to be used for City service and the process of determining reliability of signal coverage.	Provide Proposal reference page with description in Column D
e)	The Proposer shall describe the established process to troubleshoot and resolve communication interruptions and failures.	Provide Proposal reference page with description in Column D
f)	System transactions shall be communicated to the back-office system in real time to support pay-by-plate pay station enforcement queries. The system shall support enforcement queries for vehicle payment status.	Meets
g)	If credit card payments can be accepted during weak wireless signal occurrences, describe the process.	Meets
2.3 DISPLAY		
a)	Graphic display shall be easy to read under various daytime and nighttime lighting conditions, including fog and direct sunlight and at various angles. Proposer shall describe its options for altering the display to make viewing in direct sunlight easier.	Provide Proposal reference page with description in Column D
b)	The meter shall have a backlit graphic display panel that is large enough to legibly display all necessary operating status messages to patrons and repair personnel. The display must be energy efficient and operate in a solar-charging (or equivalent) configuration and not cause excessive battery drain.	Meets
c)	The display shall be scratch and impact resistant.	Meets
d)	Current rates and hours must be able to be displayed on the graphic display and be remotely programmed.	Meets
e)	Describe the ability to program and display different rate schedules by time of day and day of the week, including dynamic and progressive rate structures for peak occupancy periods. City staff shall have the ability to program rates independent of vendor support with no additional costs associated with these changes. i. Customers shall be able to select their rate option prior to submitting payment in order for the meter to translate the amount due and inform the customer of the payment value.	Provide Proposal reference page with description in Column D
f)	Graphic display shall support dynamic messaging functionality to reflect changes in pricing, regulations, display messages, format, or configurations made in the MMS and communicated wirelessly to the meter at least once per day. The City shall have the ability to change or adjust the graphic display independent of vendor support and there shall be no additional costs for these types of adjustments.	Meets
g)	Meters shall have an ability to display special messaging. Proposer shall describe the process and features that enable special messaging, i.e., holiday and special event messages, which can be downloaded remotely.	Provide Proposal reference page with description in Column D
h)	Meter display shall clearly communicate the following electronically, alphanumerically and graphically: i. Rates ii. Days and hours of meter operation iii. Regulations iv. Instructions to the user: 1. Read Error, Please Reinsert Card – if card is removed from the mechanism before it could read the information on the card; 2. Coin Only – at the sole discretion of City, if the card slot is inoperable; 3. Card Only – at the sole discretion of City, if the coin slot and/or bill acceptor is inoperable; 4. Out of Order – at the sole discretion of City, if the coin and card slot are inoperable, with customizable instructions such as pay at another meter. v. Special messaging	Meets
i)	Proposer shall describe any static information displayed and the format used.	Provide Proposal reference page with description in Column D
2.4 KEYPAD		
a)	Keypads must be vandal resistant, weatherproof, and corrosion resistant.	Meets
b)	Proposer shall describe any visual, audible or tactile indication that a button has been pressed, as feedback to the patron. i. Describe the visibility of the keypad after dark and how the patron will interact with the meter.	Provide Proposal reference page with description in Column D
2.5 PAYMENTS		
a)	Proposer shall describe coin, bill, card and alternative payment operations, including the number of different coins/currency accepted and the type of card-based payments, including magnetic stripe, contactless cards and chip-based cards (as applicable).	Provide Proposal reference page with description in Column D
b)	All meters must support secure real-time authorization of credit cards and optional contactless cards.	Meets

c)	The meter shall accept monies through a jam-resistant coin/bill interface and jam-resistant card payments through a card interface.	Meets
d)	For pay stations, the coin discrimination system should contain an automatic shutter, which only opens during operational hours for coin insertion of approved coins, but not for non-metallic objects.	N/A
e)	For single/dual space meters, Proposer shall describe how the proposed technology mitigates insertion of objects other than approved coins.	Provide Proposal reference page with description in Column D
f)	If the coin or bill slot is inoperable, meters must have the option to still accept card payments and promote third-party payments (e.g., mobile payments), if applicable.	Meets
g)	The coin chute or track and coin verifier unit shall be a free-fall type (non-moving and non-mechanized) or an equivalent.	Meets
h)	The coin chute or track shall include an anti-backup provision to prevent and detect the attempted retrieval of deposited coins (e.g., attached to strings, paddles, wires, etc.).	Meets
i)	Monies must be deposited directly into, and stored within, secured containers in the vault area of the meter.	Meets
j)	Monies must be easy to collect, simple to reconcile and include audit capabilities.	Meets
k)	Maintenance personnel must be able to easily clear coin/bill jams without the use of special tools and without accessing the vault.	Meets
l)	Describe how the 'Pay at Any Pay Station' feature would operate utilizing the proposed parking technology solution.	Provide Proposal reference page with description in Column D
m)	All meters shall be able to be programmed to accept pre-payments prior to start of regulated parking and extended payment within applicable City policy requirements.	Meets
n)	Proposer shall describe in detail the step-by-step process of vendor's credit card acceptance procedure from the time a patron inserts his/her card to the time the money is deposited in the City account. Include the name of your gateway processor (if using a third party) and the name of the gateway software (if your firm uses in-house software). Proposer shall list all subcontractors involved in each step (e.g., cellular providers or gateway companies) and describe the subcontractors' PCI compliance. Proposer shall describe any per transaction charges from the vendor and/or the gateway company, or software charges; if none, then state as much.	Provide Proposal reference page with description in Column D
o)	The meter, the associated communications system, the backend server and gateway services shall all be compliant with Payment Card Industry Data Security Standard (PCI Level 1 certified by a Qualified Security Assessor (QSA)).	Meets
p)	Meter shall be PA-DSS certified by a Qualified Security Assessor (QSA).	Meets
q)	The technology must be EMV compliant. Proposer shall describe their current and future EMV capabilities including any required upgrades, options and/or associated costs.	Meets
r)	Proposer shall describe any alternative payment options, the associated costs or any additional fees. Proposal shall describe current and future capabilities including any required upgrades or options for the implementation of the alternative payment options.	Provide Proposal reference page with description in Column D
s)	The MMS system shall allow the City to dynamically and remotely adjust parking prices on the meters in real-time.	Meets
2.6 CLOCK		
a)	The meter must have a 365-day calendar real-time clock that completes a daily time-sync with the server at least once every 24 hours and that will either retain the time settings during battery replacements or servicing, or will accurately reset the time settings without losing prior programming; reset shall occur within 3 seconds of battery replacement or servicing. If back-up power built into the meter is used for this function, this back-up power must allow at least 15 minutes for a given battery change without losing the clock settings.	Meets
b)	The clock shall be programmable at least one year in advance for automatic daylight savings time changes.	Meets
c)	The time-of-day clock shall be accurate to within plus or minus two seconds per day (where a day is defined as any given 24-hour period). i. There shall be no upper limit or maximum deviation that would prevent the clock from syncing with the MMS. ii. The clock shall track the day of week, Monday through Sunday. iii. Time of day and day of week shall be displayed to maintenance staff, on the front display screen, when the reset feature is activated.	Meets
2.7 POWER		
a)	Pay stations must allow for power by a rechargeable solar-powered (or equivalent) battery.	N/A
b)	Batteries shall be located in an easily accessible storage area inside the unit that can be changed out in less than 30 seconds once the pay station is opened.	N/A
c)	For environmental reasons, Nickel-Cadmium batteries shall not be used to power the meters.	Meets

d)	The meter will be powered by battery and/or rechargeable solar-powered (or equivalent) battery pack.	Meets
e)	When battery voltage falls below a minimum threshold, the meter will generate an alert prior to the meter going out of service.	Meets
f)	Battery connections will be designed to resist corrosion and sustain a minimum of five years of service.	Meets
g)	Current battery voltage for both rechargeable (solar or equivalent) and non-rechargeable batteries will be available on the display and through the MMS.	Meets
h)	All locally stored meter data will be retained during battery replacement and battery failures of seven days or less.	Meets
i)	Please describe any unique power management capabilities.	Provide Proposal reference page with description in Column D
j)	Battery shall guarantee a life of at least 5 years. Proposer shall describe how any and all options will impact battery life.	Provide Proposal reference page with description in Column D
2.8 SECURITY / MAINTENANCE		
a)	Monies passing through the meter shall be deposited directly into secured containers in a separate vault area.	Meets
b)	The coin/bill vault areas shall not be accessible from the maintenance compartment.	Meets
c)	Meters shall be resistant to vandalism and other attacks to remove or disable coin/cash from the coinboxes.	Meets
d)	Meters shall have high security locks for all housing and cabinet doors. Include a description of the locks provided. Electronic locks are preferred with online programmable access parameters including restrictions for maintenance, collections, days of week and hours of day. Describe the manual override process in case of power failure or electronic lock malfunction.	Provide Proposal reference page with description in Column D
2.9 WARRANTY / VENDOR SUPPORT		
a)	Proposer shall describe their system warranty and extended warranty options on all hardware and software effective from the date of installation.	Provide Proposal reference page with description in Column D
b)	Proposer shall describe technical support services, including 7 day a week customer support help desk availability (including holidays), on-line help features, transaction assistance, on-site support and technical support, during and beyond the installation and warranty periods. Proposer shall describe who is responsible for supporting the meter including any and all subcontractors.	Provide Proposal reference page with description in Column D
c)	The customer support help desk shall have the ability to collect and/or provide detailed information to the City via the hotline and/or via log in to the back-office software, including: i. Verify, log and dispatch reports of meter malfunctions in real time with online tracking	Meets
d)	Proposer shall provide the City with toll free telephone numbers enabling them to reach Proposer's staff during normal business hours.	Meets
e)	The system must be capable of providing remote off-site diagnosis and support via wireless access. The system must be capable of remote software upgrades via wireless access.	Meets
f)	Vendor shall be required to provide quarterly technical bulletins that identify product notifications, technology updates, lessons learned from other installations and overall system and performance details including software and firmware upgrades with an explanation of features and improvements.	Meets
g)	Provide system warranty guarantees and extended warranty options on all hardware and software effective from the date of installation.	Provide Proposal reference page with description in Column D
h)	Requests for Quotations from the City must be to be fulfilled within three business days, and/or at a status update on the 3rd business day and every 2 days thereafter. This is to include all requests for all equipment and parts.	Meets
i)	Return Merchandise Authorization (RMA) requests must be fulfilled within 30 calendar days, and/or a status update as the expected time of arrival (ETA). RMA shipments to the City must include advance email delivery notification, delivery date/time and the associated tracking number to the designated City point of contact. Deliveries to the City shall only occur within the mutually established delivery hours of operation.	Meets
2.10 TRAINING		
a)	Proposer shall provide a proposed training outline with their response.	Meets
b)	The City requires an on-site 2-hour refresher training each year that will include a review of project issues, system performance and product updates. Vendor shall provide all training at a location to be determined by the City or its designee.	Meets
c)	Proposer shall cover all travel costs.	Meets
d)	Proposer shall describe how upgrades to the MMS or other systems will be distributed, communicated, and implemented (e.g., training of appropriate staff) during the term of the contract.	Provide Proposal reference page with description in Column D

e)	Proposer shall supply and keep current hard and digital copies of all operating, training, repair and user's manuals, which includes detailed instructions for system usage.	Meets
2.11 REPORTING / MAINTENANCE TRACKING / ENFORCEMENT		
a)	The MMS must provide secure, web-based back office reporting, including real time exception reporting for equipment downtime and data transmission issues.	Meets
b)	The MMS shall provide maintenance tracking with automated technical ticket generation.	Meets
c)	Describe how access to real-time information regarding customer-generated reports of meter or signage problems, and meter-generated warnings and alarms is available to support staff, including maintenance technicians.	Provide Proposal reference page with description in Column D
d)	The MMS shall provide a smartphone application to update, reassign and close out maintenance tickets.	Meets
e)	The MMS shall have the capability to track maintenance issues, completion of maintenance tasks and reports on meter uptime.	Meets
f)	The MMS shall provide scheduling capabilities for both preventive and non-recurring maintenance.	Meets
g)	The MMS shall provide a maintenance dispatch interface for the scheduling, recording and reporting of error/problem corrections.	Meets
h)	The MMS shall provide an online mapping module for parking spaces and meters to identify maintenance and enforcement areas/zones. The MMS shall provide real-time verification of parking spaces payment status for enforcement purposes.	Meets
i)	MMS shall allow the remote download of all rate changes, display changes, receipt layout changes, other user interface changes and operating system changes and upgrades with no upcharge for wireless data usage.	Meets
j)	The web-based MMS reporting analytics tool shall allow for: i. custom filtering of data fields ii. drop & drag report capabilities iii. table creation where reports can be saved for individual or global use	Meets
k)	The MMS shall allow for online scheduled reports to be exported as Excel, CSVs and/or PDFs	Meets
2.12 DATA / INTEGRATION		
a)	Proposer must provide real-time integration with the City's current and future parking technology and data management vendors, including, but not limited to, citation issuance/enforcement handhelds, LPR and mobile payment (Passport). Proposer shall confirm current integrations with the City's existing vendors and/or describe any costs associated with implementing the integration required to support pay-by-plate.	Provide Proposal reference page with description in Column D
b)	Vendor will be required to provide all meter related data in a format and interface as defined by the City, including an interface with the City's asset management system (Cityworks). Vendor shall be able to work with outside vendors to perform data migration. This could include data mapping, data cleanup/verification, data transfer, and other testing as defined by City requirements.	Meets

Vendor Response Comments - Optional

If, applicable, you may use this space to expand on your response and/or reference supporting documentation (e.g. file attachments, online information, etc.) on how your solution meets the requirement.

All payment forms except NFC are currently available and operational. NFC payment acceptance (including Apple Pay and Google Pay) will be available in early 2020.

This is a paystation specific requirement. Dual space parking meters only allow motorists to pay for any two specific spaces per meter.

For dual space meters, this is a by-space feature, not by-license plate.


The LNG high-resolution screen has a large hi-resolution screen which allows for rate and other information to be fully displayed on the screen.

We do not current offer this solution, however, this is available with the integration of the City's mobile payment provider.



Our Support Desk is staffed by Full Time CivicSmart employees during business hours. All issues are logged into our Jira Work Order Tracking System so there is full visibility across the organization for all issues until resolution. Live operators answer calls after-hours and can escalate issues as needed. Alternate points of contact are also provided when needed.

Please refer to attached document.

A communications service guarantee is included in the extended meter warranty.
Please refer to attached document.
Please refer to attached document.
Please refer to attached document.
Dual-space meters are a pay-by-space configuration, therefore will not supply pay-by-plate enforcement queries. Enforcement officers will, however, have access to meter payment status.
During weak or no wireless signal, credit card payments are accepted (unless from a blacklisted card), stored locally in accordance with PCI requirements, and uploaded when service is restored.
Please refer to attached document.
The innovative engineering of our LNG eliminates the need for solar panels which trickle-charge batteries resulting in short battery life. Our fully rechargeable battery is not impaired by trees, buildings, northern exposure, high latitude, short winter days, etc.
Please refer to attached document.
Please refer to attached document.

Please refer to attached document.
Please refer to attached document.
Please refer to attached document.
All payment forms except NFC are currently available and operational. NFC payment acceptance (including Apple Pay and Google Pay) will be available in early 2020.

*Bills are not applicable to dual-space meters

Please refer to attached document.

Coin jams can be cleared by removing two thumb screws to access the coin slot.

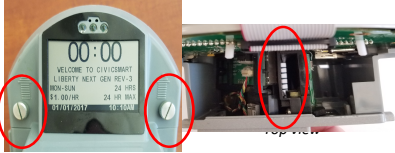


This is not a dual-space meter feature.

Please refer to attached document.

The LNG has a Level 2 EMV-certified card reader.

Please refer to attached document.

*Bills are not applicable to dual-space meters
Please refer to attached document.
Coin jams can be cleared by removing two thumb screws to access the coin slot.

This is not a dual-space meter feature.
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The LNG has a Level 2 EMV-certified card reader.
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Battery voltage is available on the display through the Tech Menu as well as in the backend PEMS system.



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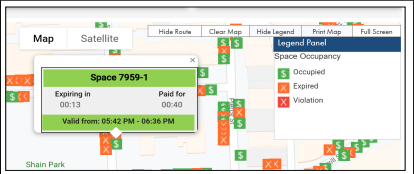
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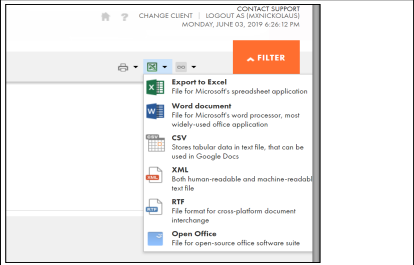
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Please refer to attached document.

Please refer to attached document.





Please refer to attached document.

2.1 GENERAL SPECIFICATIONS
a)
b)
c)
d)
e)
f)
g)
h)
i)

j)

k)

l)

m)

n)

o)

p)

q)

r)

s)

t)

u)

**2.2 WIRELESS TWO-
WAY
COMMUNICATIONS**

a)

b)

c)

d)

e)

f)

g)

2.3 DISPLAY

a)

b)

c)

d)

e)

f)

g)

h)

i)

2.4 KEYPAD

a)

b)

2.5 PAYMENTS

a)

b)

c)

d)

e)

f)

g)

h)
i)
j)
k)
l)
m)
n)

o)
p)
q)
r)
s)
2.6 CLOCK
a)
b)

c)
2.7 POWER
a)
b)
c)
d)
e)
f)
g)
h)
i)
j)
2.8 SECURITY / MAINTENANCE

a)

b)

c)

d)

**2.9 WARRANTY /
VENDOR SUPPORT**

a)

b)

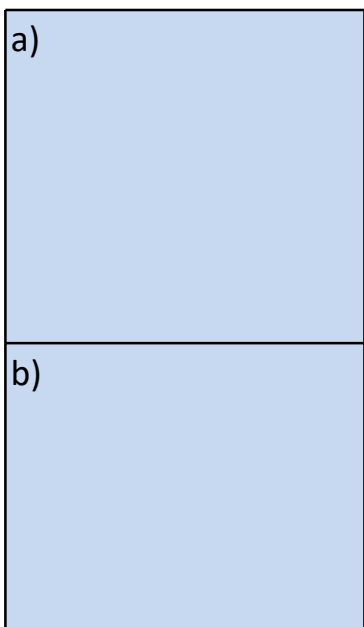
c)

d)

e)

f)
g)
h)
i)
2.10 TRAINING
a)
b)
c)
d)
e)
2.11 REPORTING / MAINTENANCE TRACKING / ENFORCEMENT

a)
b)
c)
d)
e)
f)
g)
h)
i)
j)
k)
2.12 DATA / INTEGRATION



Company Name and Contact Information:

Requirement Description

Please note: Please fill this sheet out for PAY STATIONS only

Payment must be available through multiple options, including coin, credit card and mobile payment integration. Near Field Communication (NFC) (including Apple Pay and Google Pay) payments shall be supported and available.

Pay station technology must allow the patron to pay for a parking space transaction at any pay station.

The ability to add time to existing transactions, however, the add time feature must disallow the ability to purchase time past the maximum time allowed by license plate for the parking space/zone.

Meters must have the ability to store a minimum of 8 different rate structures that are configurable by time of day and day of the week. Pay stations must allow for simultaneous rate structures to be displayed that include static/fixed rate combined with hourly rate options.

A large screen display is preferred in order for rate information to be displayed, rather than signs posted on the meter.

Pre-payment option (payments made in advance of operating hours).

An option for patrons to be informed of the expiration of their paid parking session.

All technology must be simple to understand and easy to use.

All technology must be reliable, easy to maintain and secure.

All technology shall be able to electronically display the following to the patron with minimal effort:

- i. Rates
- ii. Days and hours of operation
- iii. User instructions

Proposers must offer strong customer support 7 days a week.

Changing rates using the Meter Management System (MMS) shall be completely web-based (no software to install), easy to use with customizable tariff naming and the ability to download rates onto customizable, user-defined groups of meters.

All technology, equipment and systems shall be ADA-compliant.

All materials and components shall be new and unused.

All technology shall have a modular design. Components shall be able to be quickly changed in the field.

All electronic components, connections and wiring shall be fully weatherproofed.

The meters shall be weather, rust and graffiti resistant and shall be made of stainless steel or an equivalent material.

The City prefers that the meter has additional lighting or illumination for dark hour usage. Proposer shall describe how the lighting and/or display operates during dark hours.

All technology shall wirelessly communicate usage, payment status, meter access and maintenance alert data in real-time.

All technology shall be managed by a web-based meter maintenance system (MMS) that can:

- i. Remotely update pricing, regulations, and configuration.
- ii. Provide reports on meter activity.
- iii. Automatically create maintenance work order tickets for generated alarms or patron reports of meter malfunctions. Maintenance tickets shall be able to be updated via email, smartphone and tablet.
- iv. Record meter maintenance completed by repair staff.
- v. Easily indicate meter status and send alarms to designated personnel if a meter is not functioning.
- vi. Proposer shall describe ability to integrate with City's 311 reporting system to receive and report on trouble tickets and work order requests.

u) All technology shall be warranted to operate as proposed within a temperature range of -15 degrees Fahrenheit to +140 degrees Fahrenheit and under environmental conditions found in the City, including but not limited to sleet, snow, hail, grime, rain, fog, sun (including direct sunlight), and vibrations.

The technology will be equipped with a modem, antenna, and the required software to support wireless communications.

The wireless communications shall be supplied as a "communications service" during the life of the contract, not as a specific type of modem or wireless carrier supply. Vendor shall be responsible for maintaining and updating the communications service to ensure system uptime in excess of 99% during parking hours of operation.

Describe the modem type: CDMA, GSM and/or Wi-Fi.

Identify the likely cellular carrier(s) to be used for City service and the process of determining reliability of signal coverage.

The Proposer shall describe the established process to troubleshoot and resolve communication interruptions and failures.

System transactions shall be communicated to the back-office system in real time to support pay-by-plate pay station enforcement queries. The system shall support enforcement queries for vehicle payment status.

If credit card payments can be accepted during weak wireless signal occurrences, describe the process.

Graphic display shall be easy to read under various daytime and nighttime lighting conditions, including fog and direct sunlight and at various angles. Proposer shall describe its options for altering the display to make viewing in direct sunlight easier.

The meter shall have a backlit graphic display panel that is large enough to legibly display all necessary operating status messages to patrons and repair personnel. The display must be energy efficient and operate in a solar-charging (or equivalent) configuration and not cause excessive battery drain.

The display shall be scratch and impact resistant.

Current rates and hours must be able to be displayed on the graphic display and be remotely programmed.

Describe the ability to program and display different rate schedules by time of day and day of the week, including dynamic and progressive rate structures for peak occupancy periods. City staff shall have the ability to program rates independent of vendor support with no additional costs associated with these changes.

i. Customers shall be able to select their rate option prior to submitting payment in order for the meter to translate the amount due and inform the customer of the payment value.

Graphic display shall support dynamic messaging functionality to reflect changes in pricing, regulations, display messages, format, or configurations made in the MMS and communicated wirelessly to the meter at least once per day. The City shall have the ability to change or adjust the graphic display independent of vendor support and there shall be no additional costs for these types of adjustments.

Meters shall have an ability to display special messaging. Proposer shall describe the process and features that enable special messaging, i.e., holiday and special event messages, which can be downloaded remotely.

Meter display shall clearly communicate the following electronically, alphanumerically and graphically:

- i. Rates
- ii. Days and hours of meter operation
- iii. Regulations
- iv. Instructions to the user:
 - 1. Read Error, Please Reinsert Card – if card is removed from the mechanism before it could read the information on the card;
 - 2. Coin Only – at the sole discretion of City, if the card slot is inoperable;
 - 3. Card Only – at the sole discretion of City, if the coin slot and/or bill acceptor is inoperable;
 - 4. Out of Order – at the sole discretion of City, if the coin and card slot are inoperable, with customizable instructions such as pay at another meter.
- v. Special messaging

Proposer shall describe any static information displayed and the format used.

Keypads must be vandal resistant, weatherproof, and corrosion resistant.

Proposer shall describe any visual, audible or tactile indication that a button has been pressed, as feedback to the patron.

i. Describe the visibility of the keypad after dark and how the patron will interact with the meter.

Proposer shall describe coin, bill, card and alternative payment operations, including the number of different coins/currency accepted and the type of card-based payments, including magnetic stripe, contactless cards and chip-based cards (as applicable).

All meters must support secure real-time authorization of credit cards and optional contactless cards.

The meter shall accept monies through a jam-resistant coin/bill interface and jam-resistant card payments through a card interface.

For pay stations, the coin discrimination system should contain an automatic shutter, which only opens during operational hours for coin insertion of approved coins, but not for non-metallic objects.

For single/dual space meters, Proposer shall describe how the proposed technology mitigates insertion of objects other than approved coins.

If the coin or bill slot is inoperable, meters must have the option to still accept card payments and promote third-party payments (e.g., mobile payments), if applicable.

The coin chute or track and coin verifier unit shall be a free-fall type (non-moving and non-mechanized) or an equivalent.

The coin chute or track shall include an anti-backup provision to prevent and detect the attempted retrieval of deposited coins (e.g., attached to strings, paddles, wires, etc.).

Monies must be deposited directly into, and stored within, secured containers in the vault area of the meter.

Monies must be easy to collect, simple to reconcile and include audit capabilities.

Maintenance personnel must be able to easily clear coin/bill jams without the use of special tools and without accessing the vault.

Describe how the 'Pay at Any Pay Station' feature would operate utilizing the proposed parking technology solution.

All meters shall be able to be programmed to accept pre-payments prior to start of regulated parking and extended payment within applicable City policy requirements.

Proposer shall describe in detail the step-by-step process of vendor's credit card acceptance procedure from the time a patron inserts his/her card to the time the money is deposited in the City account. Include the name of your gateway processor (if using a third party) and the name of the gateway software (if your firm uses in-house software). Proposer shall list all subcontractors involved in each step (e.g., cellular providers or gateway companies) and describe the subcontractors' PCI compliance. Proposer shall describe any per transaction charges from the vendor and/or the gateway company, or software charges; if none, then state as much.

The meter, the associated communications system, the backend server and gateway services shall all be compliant with Payment Card Industry Data Security Standard (PCI Level 1 certified by a Qualified Security Assessor (QSA)).

Meter shall be PA-DSS certified by a Qualified Security Assessor (QSA).

The technology must be EMV compliant. Proposer shall describe their current and future EMV capabilities including any required upgrades, options and/or associated costs.

Proposer shall describe any alternative payment options, the associated costs or any additional fees. Proposal shall describe current and future capabilities including any required upgrades or options for the implementation of the alternative payment options.

The MMS system shall allow the City to dynamically and remotely adjust parking prices on the meters in real-time.

The meter must have a 365-day calendar real-time clock that completes a daily time-sync with the server at least once every 24 hours and that will either retain the time settings during battery replacements or servicing, or will accurately reset the time settings without losing prior programming; reset shall occur within 3 seconds of battery replacement or servicing. If back-up power built into the meter is used for this function, this back-up power must allow at least 15 minutes for a given battery change without losing the clock settings.

The clock shall be programmable at least one year in advance for automatic daylight savings time changes.

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

- i. There shall be no upper limit or maximum deviation that would prevent the clock from syncing with the MMS.
- ii. The clock shall track the day of week, Monday through Sunday.
- iii. Time of day and day of week shall be displayed to maintenance staff, on the front display screen, when the reset feature is activated.

Pay stations must allow for power by a rechargeable solar-powered (or equivalent) battery.

Batteries shall be located in an easily accessible storage area inside the unit that can be changed out in less than 30 seconds once the pay station is opened.

For environmental reasons, Nickel-Cadmium batteries shall not be used to power the meters.

The meter will be powered by battery and/or rechargeable solar-powered (or equivalent) battery pack.

When battery voltage falls below a minimum threshold, the meter will generate an alert prior to the meter going out of service.

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

Current battery voltage for both rechargeable (solar or equivalent) and non-rechargeable batteries will be available on the display and through the MMS.

All locally stored meter data will be retained during battery replacement and battery failures of seven days or less.

Please describe any unique power management capabilities.

Battery shall guarantee a life of at least 5 years. Proposer shall describe how any and all options will impact battery life.

Monies passing through the meter shall be deposited directly into secured containers in a separate vault area.

The coin/bill vault areas shall not be accessible from the maintenance compartment.

Meters shall be resistant to vandalism and other attacks to remove or disable coin/cash from the coinboxes.

Meters shall have high security locks for all housing and cabinet doors. Include a description of the locks provided. Electronic locks are preferred with online programmable access parameters including restrictions for maintenance, collections, days of week and hours of day. Describe the manual override process in case of power failure or electronic lock malfunction.

Proposer shall describe their system warranty and extended warranty options on all hardware and software effective from the date of installation.

Proposer shall describe technical support services, including 7 day a week customer support help desk availability (including holidays), on-line help features, transaction assistance, on-site support and technical support, during and beyond the installation and warranty periods. Proposer shall describe who is responsible for supporting the meter including any and all subcontractors.

The customer support help desk shall have the ability to collect and/or provide detailed information to the City via the hotline and/or via log in to the back-office software, including:

- i. Verify, log and dispatch reports of meter malfunctions in real time with online tracking

Proposer shall provide the City with toll free telephone numbers enabling them to reach Proposer's staff during normal business hours.

The system must be capable of providing remote off-site diagnosis and support via wireless access. The system must be capable of remote software upgrades via wireless access.

Vendor shall be required to provide quarterly technical bulletins that identify product notifications, technology updates, lessons learned from other installations and overall system and performance details including software and firmware upgrades with an explanation of features and improvements.

Provide system warranty guarantees and extended warranty options on all hardware and software effective from the date of installation.

Requests for Quotations from the City must be to be fulfilled within three business days, and/or at a status update on the 3rd business day and every 2 days thereafter. This is to include all requests for all equipment and parts.

Return Merchandise Authorization (RMA) requests must be fulfilled within 30 calendar days, and/or a status update as the expected time of arrival (ETA). RMA shipments to the City must include advance email delivery notification, delivery date/time and the associated tracking number to the designated City point of contact. Deliveries to the City shall only occur within the mutually established delivery hours of operation.

Proposer shall provide a proposed training outline with their response.

The City requires an on-site 2-hour refresher training each year that will include a review of project issues, system performance and product updates. Vendor shall provide all training at a location to be determined by the City or its designee.

Proposer shall cover all travel costs.

Proposer shall describe how upgrades to the MMS or other systems will be distributed, communicated, and implemented (e.g., training of appropriate staff) during the term of the contract.

Proposer shall supply and keep current hard and digital copies of all operating, training, repair and user's manuals, which includes detailed instructions for system usage.

The MMS must provide secure, web-based back office reporting, including real time exception reporting for equipment downtime and data transmission issues.
The MMS shall provide maintenance tracking with automated technical ticket generation.
Describe how access to real-time information regarding customer-generated reports of meter or signage problems, and meter-generated warnings and alarms is available to support staff, including maintenance technicians.
The MMS shall provide a smartphone application to update, reassign and close out maintenance tickets.
The MMS shall have the capability to track maintenance issues, completion of maintenance tasks and reports on meter uptime.
The MMS shall provide scheduling capabilities for both preventive and non-recurring maintenance.
The MMS shall provide a maintenance dispatch interface for the scheduling, recording and reporting of error/problem corrections.
The MMS shall provide an online mapping module for parking spaces and meters to identify maintenance and enforcement areas/zones. The MMS shall provide real-time verification of parking spaces payment status for enforcement purposes.
MMS shall allow the remote download of all rate changes, display changes, receipt layout changes, other user interface changes and operating system changes and upgrades with no upcharge for wireless data usage.
<p>The web-based MMS reporting analytics tool shall allow for:</p> <ul style="list-style-type: none"> i. custom filtering of data fields ii. drop & drag report capabilities iii. table creation where reports can be saved for individual or global use
The MMS shall allow for online scheduled reports to be exported as Excel, CSVs and/or PDFs

Proposer must provide real-time integration with the City's current and future parking technology and data management vendors, including, but not limited to, citation issuance/enforcement handhelds, LPR and mobile payment (Passport). Proposer shall confirm current integrations with the City's existing vendors and/or describe any costs associated with implementing the integration required to support pay-by-plate.

Vendor will be required to provide all meter related data in a format and interface as defined by the City, including an interface with the City's asset management system (Cityworks). Vendor shall be able to work with outside vendors to perform data migration. This could include data mapping, data cleanup/verification, data transfer, and other testing as defined by City requirements.

Company Name and Contact Information:		Parkeon, Inc. dba Flowbird - Kerry Loomis - 470-591-6974 - kerry.loomis@flowbird.group	
	Requirement Description	Requirement Compliance	Vendor Response Comments - Optional
2.1 GENERAL SPECIFICATIONS	Please note: Please fill this sheet out for PAY STATIONS only	Proposer is to respond to all requirements highlighted in *yellow*. If vendor selects "will meet" please list compliance date in notes section	If, applicable, you may use this space to expand on your response and/or reference supporting documentation (e.g. file attachments, online information, etc.) on how your solution meets the requirement.
a)	Payment must be available through multiple options, including coin, credit card and mobile payment integration. Near Field Communication (NFC) (including Apple Pay and Google Pay) payments shall be supported and available.	Meets	
b)	Pay station technology must allow the patron to pay for a parking space transaction at any pay station.	Meets	
c)	The ability to add time to existing transactions, however, the add time feature must disallow the ability to purchase time past the maximum time allowed by license plate for the parking space/zone.	Meets	
d)	Meters must have the ability to store a minimum of 8 different rate structures that are configurable by time of day and day of the week. Pay stations must allow for simultaneous rate structures to be displayed that include static/fixed rate combined with hourly rate options.	Meets	
e)	A large screen display is preferred in order for rate information to be displayed, rather than signs posted on the meter.	Meets	Flowbird provides options for a 9" touch screen, 7" color display, or a 4" x 2.75" monochrome display
f)	Pre-payment option (payments made in advance of operating hours).	Meets	
g)	An option for patrons to be informed of the expiration of their paid parking session.	Meets	Users can receive a text expiration notification alert on the Strada Pay Station. On the CWT we have a text receipt option and text notifications are in development.
h)	All technology must be simple to understand and easy to use.	Meets	Flowbird provides over 360,000 paystations worldwide. Our paystations are used by various cultures in a variety of languages.
i)	All technology must be reliable, easy to maintain and secure.	Meets	Flowbird pay stations have been deployed around the world and are proven to stand up to all climates. Our reliability, especially on solar power, is 2nd to none. The components are plug and play and the units are simple to maintain.
j)	All technology shall be able to electronically display the following to the patron with minimal effort: i. Rates ii. Days and hours of operation iii. User instructions	Meets	In addition, pay stations can be configured to provide amber alerts, advertising, and coupons for local businesses.
k)	Proposers must offer strong customer support 7 days a week.	Meets	
l)	Changing rates using the Meter Management System (MMS) shall be completely web-based (no software to install), easy to use with customizable tariff naming and the ability to download rates onto customizable, user-defined groups of meters.	Meets	
m)	All technology, equipment and systems shall be ADA-compliant.	Meets	
n)	All materials and components shall be new and unused.	Meets	
o)	All technology shall have a modular design. Components shall be able to be quickly changed in the field.	Meets	

p)	All electronic components, connections and wiring shall be fully weatherproofed.	Meets	
q)	The meters shall be weather, rust and graffiti resistant and shall be made of stainless steel or an equivalent material.	Meets	
r)	The City prefers that the meter has additional lighting or illumination for dark hour usage. Proposer shall describe how the lighting and/or display operates during dark hours.	Provide Proposal reference page with description in Column D	The Strada offers a back light key pad with a 7" color illuminated screen and optional light bar. The CWT offers a lighting module and a 9" color illuminated screen. The lighting modules are motion activated. See pages 13 and 35 of our Technical Proposal for photos.
s)	All technology shall wirelessly communicate usage, payment status, meter access and maintenance alert data in real-time.	Meets	
t)	All technology shall be managed by a web-based meter maintenance system (MMS) that can: i. Remotely update pricing, regulations, and configuration. ii. Provide reports on meter activity. iii. Automatically create maintenance work order tickets for generated alarms or patron reports of meter malfunctions. Maintenance tickets shall be able to be updated via email, smartphone and tablet. iv. Record meter maintenance completed by repair staff. v. Easily indicate meter status and send alarms to designated personnel if a meter is not functioning. vi. Proposer shall describe ability to integrate with City's 311 reporting system to receive and report on trouble tickets and work order	Meets	Flowbird's back-office system is able to create work tickets via email. We are happy to investigate an integration the City's 311 system to see if special development would be needed. We have done this integration with the City of Baltimore 311 system.
u)	All technology shall be warranted to operate as proposed within a temperature range of -15 degrees Fahrenheit to +140 degrees Fahrenheit and under environmental conditions found in the City, including but not limited to sleet, snow, hail, grime, rain, fog, sun (including direct sunlight), and vibrations.	Meets	The Strada Pay Station has proven to perform over the past 6 years within the City of Spokane. The CWT has proven installations throughout Washington State and other parts of the US and Canada.
2.2 WIRELESS TWO-WAY COMMUNICATIONS			
a)	The technology will be equipped with a modem, antenna, and the required software to support wireless communications.	Meets	
b)	The wireless communications shall be supplied as a "communications service" during the life of the contract, not as a specific type of modem or wireless carrier supply. Vendor shall be responsible for maintaining and updating the communications service to ensure system uptime in excess of 99% during parking hours of operation.	Meets	Flowbird will provide the cellular communications as part of our back-office services. We offer two different options for clients to manage modem obsolescence. Clients can plan in their budget for upcoming changes or Flowbird can propose a obsolescence protection plan which ensures that the City will receive a modem at no cost at the time of a technology refresh when needed.
c)	Describe the modem type: CDMA, GSM and/or Wi-Fi.	Provide Proposal reference page with description in Column D	Flowbird provides for 4G cellular communication (typically through AT&T or T-Mobile) and we also provide an Ethernet option. See pages 20 and 37 of our Technical proposal for details.
d)	Identify the likely cellular carrier(s) to be used for City service and the process of determining reliability of signal coverage.	Provide Proposal reference page with description in Column D	AT&T and T Mobile are the top two carriers. Verizon is also available as a cost option. See pages 20 and 37 of our Technical proposal for details.

e)	The Proposer shall describe the established process to troubleshoot and resolve communication interruptions and failures.	Provide Proposal reference page with description in Column D	Alarms in the back office will identify the communication error. The customer (city or parking department affiliation) will submit a ticket to our Help Desk. The Help Desk will reach out to the carrier and determine how and when it will be rectified. See support details starting on page 4 of our
f)	System transactions shall be communicated to the back-office system in real time to support pay-by-plate pay station enforcement queries. The system shall support enforcement queries for vehicle payment status.	Meets	
g)	If credit card payments can be accepted during weak wireless signal occurrences, describe the process.	Meets	Credit card transactions will be stored in a batch mode and submitted when connectivity begins.
2.3 DISPLAY			
a)	Graphic display shall be easy to read under various daytime and nighttime lighting conditions, including fog and direct sunlight and at various angles. Proposer shall describe its options for altering the display to make viewing in direct sunlight easier.	Provide Proposal reference page with description in Column D	See pages 12 and 34 of our Technical proposal for details on the graphical display capabilities of the CWT and Strada Pay Stations.
b)	The meter shall have a backlit graphic display panel that is large enough to legibly display all necessary operating status messages to patrons and repair personnel. The display must be energy efficient and operate in a solar-charging (or equivalent) configuration and not cause excessive battery drain.	Meets	
c)	The display shall be scratch and impact resistant.	Meets	
d)	Current rates and hours must be able to be displayed on the graphic display and be remotely programmed.	Meets	
e)	Describe the ability to program and display different rate schedules by time of day and day of the week, including dynamic and progressive rate structures for peak occupancy periods. City staff shall have the ability to program rates independent of vendor support with no additional costs associated with these changes. i. Customers shall be able to select their rate option prior to submitting payment in order for the meter to translate the amount due and inform the customer of the payment value.	Provide Proposal reference page with description in Column D	City staff will have access to change rates and messages remotely from the back-office system. See pages 23 and 41 of our Technical proposal for details on rate change capabilities.
f)	Graphic display shall support dynamic messaging functionality to reflect changes in pricing, regulations, display messages, format, or configurations made in the MMS and communicated wirelessly to the meter at least once per day. The City shall have the ability to change or adjust the graphic display independent of vendor support and there shall be no additional costs for these types of adjustments.	Meets	
g)	Meters shall have an ability to display special messaging. Proposer shall describe the process and features that enable special messaging, i.e., holiday and special event messages, which can be downloaded	Provide Proposal reference page with description in Column D	Both the CWT and Strada Pay Stations can accommodate special messaging for holidays and special events. See pages 23 and 41 of our Technical proposal for more details.

h)	Meter display shall clearly communicate the following electronically, alphanumerically and graphically: i. Rates ii. Days and hours of meter operation iii. Regulations iv. Instructions to the user: 1. Read Error, Please Reinsert Card – if card is removed from the mechanism before it could read the information on the card; 2. Coin Only – at the sole discretion of City, if the card slot is inoperable; 3. Card Only – at the sole discretion of City, if the coin slot and/or bill acceptor is inoperable; 4. Out of Order – at the sole discretion of City, if the coin and card slot are inoperable, with customizable instructions such as pay at another meter.	Meets	
i)	Proposer shall describe any static information displayed and the format used.	Provide Proposal reference page with description in Column D	Typically the only "static" information displayed the time and date which updates each minute and day. See pages 12 and 34 of our Technical proposal for details on the graphical display capabilities of the CWT and Strada Pay Stations.
2.4 KEYPAD			
a)	Keypads must be vandal resistant, weatherproof, and corrosion	Meets	
b)	Proposer shall describe any visual, audible or tactile indication that a button has been pressed, as feedback to the patron. i. Describe the visibility of the keypad after dark and how the patron will interact with the meter.	Provide Proposal reference page with description in Column D	On the Strada Pay Station the keyboard is a capacitive keyboard that provides audible indication after each button push. The keyboard can be backlit as a cost option. As discussed previously, Strada can also be equipped with a motion activated light bar as a cost option. The proposed CWT Pay Station will be delivered with a full color touch display that can accommodate audible indication as an option. The CWT is able to be equipped with front face lighting as well. See pages 15 and 35 of our Technical proposal for more details on the keypads
2.5 PAYMENTS			
a)	Proposer shall describe coin, bill, card and alternative payment operations, including the number of different coins/currency accepted and the type of card-based payments, including magnetic stripe, contactless cards and chip-based cards (as applicable).	Provide Proposal reference page with description in Column D	Both the CWT and Strada Pay Stations can be configured for a variety of payment methods include coin, bill, card, and contactless/NFC payments. The CWT can accept up to 16 different coin/token types and the Strada can accept up to 14 different coin/token types. Bill are accepted 4 ways. See pages 17 and 38 of our Technical Proposal for more details.
b)	All meters must support secure real-time authorization of credit cards and optional contactless cards.	Meets	
c)	The meter shall accept monies through a jam-resistant coin/bill interface and jam-resistant card payments through a card interface.	Meets	
d)	For pay stations, the coin discrimination system should contain an automatic shutter, which only opens during operational hours for coin insertion of approved coins, but not for non-metallic objects.	Meets	
e)	For single/dual space meters, Proposer shall describe how the proposed technology mitigates insertion of objects other than approved coins.	N/A	

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f)	If the coin or bill slot is inoperable, meters must have the option to still accept card payments and promote third-party payments (e.g., mobile payments), if applicable.	Meets	
g)	The coin chute or track and coin verifier unit shall be a free-fall type (non-moving and non-mechanized) or an equivalent.	Meets	The CWT Pay Station utilizes a free fall type coin acceptance system. The Strada utilizes a motorized coin selector which controls the movement of inserted coins in the meter (speed, position, etc).
h)	The coin chute or track shall include an anti-backup provision to prevent and detect the attempted retrieval of deposited coins (e.g., attached to strings, paddles, wires, etc.).	Meets	
i)	Monies must be deposited directly into, and stored within, secured containers in the vault area of the meter.	Meets	
j)	Monies must be easy to collect, simple to reconcile and include audit capabilities.	Meets	
k)	Maintenance personnel must be able to easily clear coin/bill jams without the use of special tools and without accessing the vault.	Meets	
l)	Describe how the 'Pay at Any Pay Station' feature would operate utilizing the proposed parking technology solution.	Provide Proposal reference page with description in Column D	In Pay by Plate mode, the devices are typically separated into zones by their rate structure. On the Strada, users can start and extend payments on any Strada within each specific zone. This ensures that people are paying the correct rate. On the CWT Touch, we offer the ability for the end user to confirm the zone they are parked in first, before they make their payment. If they are in front of a pay station but their vehicle is parked in a different zone, they type in their correct zone number which in some cases follows the zone numbering of the pay by cell system. These details can also be found on pages 13 and 35 of our Technical proposal.
m)	All meters shall be able to be programmed to accept pre-payments prior to start of regulated parking and extended payment within applicable City policy requirements.	Meets	
n)	Proposer shall describe in detail the step-by-step process of vendor's credit card acceptance procedure from the time a patron inserts his/her card to the time the money is deposited in the City account. Include the name of your gateway processor (if using a third party) and the name of the gateway software (if your firm uses in-house software). Proposer shall list all subcontractors involved in each step (e.g., cellular providers or gateway companies) and describe the subcontractors' PCI compliance. Proposer shall describe any per transaction charges from the vendor and/or the gateway company, or software charges; if none, then state as much.	Provide Proposal reference page with description in Column D	Please refer to pages 25 and 42 of our Technical proposal for details on the step by step credit card process. Flowbird utilizes it own gateway to connect to the credit card processors with the exception of when we are offering EMV payments. In this case we utilize the Simple Pay gateway (a 3rd party partner). All pricing is detailed in our price proposal. Our standard offer is to offer one back-office fee which covers gateway and EMV related fee. Optionally, we can have a lower monthly fee and add "per transaction" fees. We are happy to discuss both options in detail to help you make the
o)	The meter, the associated communications system, the backend server and gateway services shall all be compliant with Payment Card Industry Data Security Standard (PCI Level 1 certified by a Qualified Security Assessor (QSA)).	Meets	
p)	Meter shall be PA-DSS certified by a Qualified Security Assessor (QSA).	Meets	Flowbird utilizes a PA-DSS certified card reader
q)	The technology must be EMV compliant. Proposer shall describe their current and future EMV capabilities including any required upgrades, options and/or associated costs.	Meets	The proposed card reader and solution is EMV certified. Note that there are additional monthly costs to accept EMV payments.

r)	Proposer shall describe any alternative payment options, the associated costs or any additional fees. Proposal shall describe current and future capabilities including any required upgrades or options for the implementation of the alternative payment options.	Provide Proposal reference page with description in Column D	Flowbird has proposed all available payment methods with the exception of our mobile payment app - Flowbird app. We have deployed our mobile payment solutions for close to 100 clients across the nation including for Washington State University Spokane. We would be happy to discuss this option with you and add the app as an alternative to the Passport app currently deployed in Spokane. One key benefit is that the Flowbird app can not only take standard on-street mobile payments, but it can also take parking reservations for public and private garages. Please refer to page 52 for more.
s)	The MMS system shall allow the City to dynamically and remotely adjust parking prices on the meters in real-time.	Meets	
2.6 CLOCK			
a)	The meter must have a 365-day calendar real-time clock that completes a daily time-sync with the server at least once every 24 hours and that will either retain the time settings during battery replacements or servicing, or will accurately reset the time settings without losing prior programming; reset shall occur within 3 seconds of battery replacement or servicing. If back-up power built into the meter is used for this function, this back-up power must allow at least 15 minutes for a given battery change without losing the clock settings.	Meets	
b)	The clock shall be programmable at least one year in advance for automatic daylight savings time changes.	Meets	
c)	The time-of-day clock shall be accurate to within plus or minus two seconds per day (where a day is defined as any given 24-hour period). i. There shall be no upper limit or maximum deviation that would prevent the clock from syncing with the MMS. ii. The clock shall track the day of week, Monday through Sunday. iii. Time of day and day of week shall be displayed to maintenance staff, on the front display screen, when the reset feature is activated.	Meets	
2.7 POWER			
a)	Pay stations must allow for power by a rechargeable solar-powered (or equivalent) battery.	Meets	
b)	Batteries shall be located in an easily accessible storage area inside the unit that can be changed out in less than 30 seconds once the pay station is opened.	Meets	
c)	For environmental reasons, Nickel-Cadmium batteries shall not be used to power the meters.	Meets	
d)	The meter will be powered by battery and/or rechargeable solar-powered (or equivalent) battery pack.	Meets	
e)	When battery voltage falls below a minimum threshold, the meter will generate an alert prior to the meter going out of service.	Meets	
f)	Battery connections will be designed to resist corrosion and sustain a minimum of five years of service.	Meets	
g)	Current battery voltage for both rechargeable (solar or equivalent) and non-rechargeable batteries will be available on the display and through the MMS.	Meets	
h)	All locally stored meter data will be retained during battery replacement and battery failures of seven days or less.	Meets	

i)	Please describe any unique power management capabilities.	Provide Proposal reference page with description in Column D	Flowbird pay stations are designed specifically to run on solar power with an option to run on AC power. Our components are designed to draw very little power. Please refer to pages 15 and 35 for details on our solar power management.
j)	Battery shall guarantee a life of at least 5 years. Proposer shall describe how any and all options will impact battery life.	Provide Proposal reference page with description in Column D	Battery life is typically 5 years or more. A battery running on solar power can last between 3 and 5 years without a bench recharge. Please refer to pages 15 and 35 for details on our solar power management.
2.8 SECURITY / MAINTENANCE			
a)	Monies passing through the meter shall be deposited directly into secured containers in a separate vault area.	Meets	
b)	The coin/bill vault areas shall not be accessible from the maintenance compartment.	Meets	
c)	Meters shall be resistant to vandalism and other attacks to remove or disable coin/cash from the coinboxes.	Meets	
d)	Meters shall have high security locks for all housing and cabinet doors. Include a description of the locks provided. Electronic locks are preferred with online programmable access parameters including restrictions for maintenance, collections, days of week and hours of day. Describe the manual override process in case of power failure or electronic lock malfunction.	Provide Proposal reference page with description in Column D	Both the CWT and Strada feature high security locks that are hidden from public view. Electronic locks are a cost option and integration with Medeco locks for online programmability is also a cost option. Should an electronic lock fail in the field, a Flowbird technician will be deployed onsite to open up the lock and retrieve cash in the vault for the City. Please refer to pages 18 and 33 of our Technical proposal for details on our locking systems.
2.9 WARRANTY / VENDOR SUPPORT			
a)	Proposer shall describe their system warranty and extended warranty options on all hardware and software effective from the date of installation.	Provide Proposal reference page with description in Column D	Please refer to page 7 of our Technical proposal for details on our hardware warranty. The back-office system gets updated automatically with the latest version because it is web based.
b)	Proposer shall describe technical support services, including 7 day a week customer support help desk availability (including holidays), on-line help features, transaction assistance, on-site support and technical support, during and beyond the installation and warranty periods. Proposer shall describe who is responsible for supporting the meter including any and all subcontractors.	Provide Proposal reference page with description in Column D	Please refer to the details of our support services starting on page 4 of our proposal.
c)	The customer support help desk shall have the ability to collect and/or provide detailed information to the City via the hotline and/or via log in to the back-office software, including: i. Verify, log and dispatch reports of meter malfunctions in real time with online tracking	Meets	
d)	Proposer shall provide the City with toll free telephone numbers enabling them to reach Proposer's staff during normal business hours.	Meets	
e)	The system must be capable of providing remote off-site diagnosis and support via wireless access. The system must be capable of remote software upgrades via wireless access.	Meets	
f)	Vendor shall be required to provide quarterly technical bulletins that identify product notifications, technology updates, lessons learned from other installations and overall system and performance details including software and firmware upgrades with an explanation of features and improvements.	Meets	

g)	Provide system warranty guarantees and extended warranty options on all hardware and software effective from the date of installation.	Provide Proposal reference page with description in Column D	Please refer to page 7 of our Technical proposal for details on our hardware warranty.
h)	Requests for Quotations from the City must be to be fulfilled within three business days, and/or at a status update on the 3rd business day and every 2 days thereafter. This is to include all requests for all equipment and parts.	Meets	
i)	Return Merchandise Authorization (RMA) requests must be fulfilled within 30 calendar days, and/or a status update as the expected time of arrival (ETA). RMA shipments to the City must include advance email delivery notification, delivery date/time and the associated tracking number to the designated City point of contact. Deliveries to the City shall only occur within the mutually established delivery hours of	Meets	
2.10 TRAINING			
a)	Proposer shall provide a proposed training outline with their response.	Meets	Please refer to page 69 of our response for our proposed training outline.
b)	The City requires an on-site 2-hour refresher training each year that will include a review of project issues, system performance and product updates. Vendor shall provide all training at a location to be determined by the City or its designee.	Meets	
c)	Proposer shall cover all travel costs.	Meets	
d)	Proposer shall describe how upgrades to the MMS or other systems will be distributed, communicated, and implemented (e.g., training of appropriate staff) during the term of the contract.	Provide Proposal reference page with description in Column D	The back-office system is web based and will update automatically as new versions come available. This information is reiterated on page 7 of our Technical Proposal.
e)	Proposer shall supply and keep current hard and digital copies of all operating, training, repair and user's manuals, which includes detailed instructions for system usage.	Meets	
2.11 REPORTING / MAINTENANCE TRACKING / ENFORCEMENT			
a)	The MMS must provide secure, web-based back office reporting, including real time exception reporting for equipment downtime and data transmission issues.	Meets	
b)	The MMS shall provide maintenance tracking with automated technical ticket generation.	Meets	
c)	Describe how access to real-time information regarding customer-generated reports of meter or signage problems, and meter-generated warnings and alarms is available to support staff, including maintenance technicians.	Provide Proposal reference page with description in Column D	Please refer to pages 22 and 39 for details on our meter management system capabilities.
d)	The MMS shall provide a smartphone application to update, reassign and close out maintenance tickets.	Does Not Meet	Currently the maintenance ticket system is web based, not available through an app.
e)	The MMS shall have the capability to track maintenance issues, completion of maintenance tasks and reports on meter uptime.	Meets	
f)	The MMS shall provide scheduling capabilities for both preventive and non-recurring maintenance.	Meets	
g)	The MMS shall provide a maintenance dispatch interface for the scheduling, recording and reporting of error/problem corrections.	Meets	
h)	The MMS shall provide an online mapping module for parking spaces and meters to identify maintenance and enforcement areas/zones. The MMS shall provide real-time verification of parking spaces payment status for enforcement purposes.	Meets	

i)	MMS shall allow the remote download of all rate changes, display changes, receipt layout changes, other user interface changes and operating system changes and upgrades with no upcharge for wireless	Meets	
j)	The web-based MMS reporting analytics tool shall allow for: i. Custom filtering of data fields ii. Drop & drag report capabilities iii. Table creation where reports can be saved for individual or global	Meets	
k)	The MMS shall allow for online scheduled reports to be exported as Excel, CSVs and/or PDFs	Meets	
2.12 DATA / INTEGRATION			
a)	Proposer must provide real-time integration with the City's current and future parking technology and data management vendors, including, but not limited to, citation issuance/enforcement handhelds, LPR and mobile payment (Passport). Proposer shall confirm current integrations with the City's existing vendors and/or describe any costs associated with implementing the integration required to support pay-by-plate.	Provide Proposal reference page with description in Column D	Flowbird confirms that we have current integrations with the City's current vendors and will provide these integrations at no charge. Please refer to page 10 of our proposal for more details on our integration capabilities.
b)	Vendor will be required to provide all meter related data in a format and interface as defined by the City, including an interface with the City's asset management system (Cityworks). Vendor shall be able to work with outside vendors to perform data migration. This could include data mapping, data cleanup/verification, data transfer, and other testing as defined by City requirements.	Meets	Flowbird is able to provide a data extraction tool that allows the City to take the data it needs from the system and import it into the system of its choosing.

RequirementCompliance
Meets
Will Meet
Does Not Meet

Costs and Fees for Cale America, Inc.

Item	Description	Price	Unit or Period
1. Hardware			
CWT Touch Pay Station	New Pay Station with 9" color touch screen, solar power, EMV compliant. Quantity 1-49*	\$5,849.00	Each
	New Pay Station with 9" color touch screen, solar power, EMV compliant. Quantity 50-249*	\$5,699.00	Each
	New Pay Station with 9" color touch screen, solar power, EMV compliant. Quantity 250-499*	\$5,549.00	Each
	New Pay Station with 9" color touch screen, solar power, EMV compliant. Quantity 500+*	\$5,399.00	Each
	* The following items are included		
	1). Each pay station comes with one coin box		
	2). Downloading parameters to pay stations/to set up rate structure, etc.		
	3). Training		
	4). Signs and Decals (No charge for standard pay station decals during initial deployment. They can provide a quote for pay station signage if quantity and sign specs are provided.		
	5). Marketing support -flyer design, support with press release, support for social media including FAQs, support with video content.		
	6). 12V 75AH recyclable sealed lead acid battery (or greater V.)		
2. Software			
Flowbird Web Office (FWO)	Ongoing monthly fee for back office system for CWT Touch (per device). Quantity 1-199.	\$52.00	Each
	Ongoing monthly fee for back office/system management CWT Touch (per device). Quantity 200+	\$48.00	Each
3. Warranty			
CWT Touch	1 Year Warranty (per device) from date of initial machine delivery.	Included	Each
	Extended Warranty (per device/year). Must be added at start of contract, cannot be added at a later date.	\$325.00	Each
4. Additional Costs			
Credit Card Processing / PCI Gateway Fee	\$2 for EMV (Smart Chip) Pay Station through Elavon; \$8 for EMV through other processors. (per pay station/month)	\$2.00	Each
Text receipts	Cost to send payment receipt by text to customer (per transaction if customer requests receipt)	\$0.03	Each
Bill Note Acceptor (BNA)	Allows for the machine to take payment by paper money or bills.	\$1,577.00	Each
NFC Card Reader	Reader allows payment via contactless card payment (tap).	\$150.00	Each
Coin Box	Box that coin is deposited into. Quantity 1-49	\$265.00	Each
	Box that coin is deposited into. Quantity 50+	\$238.00	Each
Electronic Locks		\$325.00	Each
Front face lighting module		\$425.00	Each
Development	Cost to set up, develop new interfaces, reports, etc.	\$135.00	Hour
System Integration	Cost to setup integrations with existing vendors. New integrations may require added development.	\$500.00	Each
Onsite Ambassadors for marketing support	Onsite ambassadors - \$2000 management fee plus \$30/hour/ambassador.		
5. Prevailing Wage			
Installation	Installation per pay station includes prevailing wage, retainage, and performance bond requirements.	\$250.00	Each
Removal	Removal, hauling and recycling of existing single space parking meter, pole, and housing. (per meter) Quantity 1-999	\$72.00	Each
	Removal, hauling and recycling of existing single space parking meter, pole, and housing. (per meter) Quantity 1000+	\$65.00	Each
	Removal, hauling and recycling of existing single space parking meter mechanism only. (per meter)	\$30.00	each
6. Spare Parts (CWT S5)			
0041-00301	OVERLAY CONTACTLESS	\$ 24.95	Each
120412	ROLL HOLDER;	\$ 9.95	Each
0602-C0159	QR CODE READER KIT;	\$ 1,795.00	Each
0602-C0160	COIN INLET ASSEMBLY	\$ 49.95	Each
0602-E0031	START BUTTON	\$ 49.95	Each
0633-00150	WINDOW	\$ 29.95	Each
ELM1000036956	COIN SELECTOR; SMART	\$ 450.00	Each
0601-C0081	COIN RETURN CUP	\$ 29.95	Each
130550	ESCROW	\$ 164.95	Each
135962	ESCROW FRONT PLATE	\$ 9.95	Each
0602-C0160	ANTIPIN/COIN INLET	\$ 74.95	Each

UPGRADE55/4G-6-001	CWT 9.7 TOUCH DOOR	\$ 4,500.00	Each
0601-B0065	COVER KIT, PINPAD	\$ 60.95	Each
US Part	COIN SLOT BLANK OUT PLATE	\$ 39.95	Each
US Part	TICKET BLANK OUT	\$ 39.95	Each
0601-B0203	COIN SYSTEM	\$ 1,695.00	Each
ELP1000036812	DISPLAY ASSM,CWT COLOR DISP 9.7 INCH	\$ 895.00	Each
0501-E0201	DISPLAY TOUCH ADAPTER BOARD	\$ 189.95	Each
0601-D0017	(REV K) AVE MAIN BOARD W/BACK PLATE	\$ 1,295.00	Each
ELM10000035034	SMART PRINTER	\$ 495.00	Each
	ROLL BLANK PAPER FOR METER	\$ 34.95	Each
USA	BATTERY CABLE	\$ 25.24	Each
0633-00157	CABLE SUPPORT TOUCH	\$ 15.95	Each
0540-00203	DISPLAY CABLE AMPIRE	\$ 44.95	Each
USA	STRADA DOUBLE COLLECTION CABLE		Each
0540-00200	PRINTER RIBBON CABLE	\$ 9.95	Each
CAT10000030405	VIDEO INTERFACE CABLE; BLUE	\$ 5.95	Each
0601-B0138	GLOBALCOM BV1000R CARD READER KIT	\$ 1,995.00	Each
0601-B0134	GLOBALCOM CCC A1000 CONTACTLESS READER	\$ 995.00	Each
	ANTENNA	\$ 65.00	Each
0501-E0054	4G MODEM	\$ 445.00	Each
Spare Part Bundle Pricing is available to the City to purchase specific spare parts.			
7. Shipping			
CWT Touch Pay Station	Cost to ship each CWT Touch	\$200.00	Each

This Service Level Agreement is intended to provide an understanding of the services provided by Cale America, Inc., dba Flowbird ("Firm") and the companies they subcontract with to the City of Spokane ("City").

Cale America, Inc. dba Flowbird

Support

The following is an overview of system support for The Firm:

Quality/Assurance

As manufacturer and supplier of the pay stations, the Firm will control the quality of their products from factory to installation. The Firm will provide a high level of quality control concerning manufacturing processes validated by third party audits. This quality control moves from the factory into the testing and installation phase of the projects as well. The Firm will provide technicians who are well trained in their products and know the ins and outs of testing, troubleshooting, installation, and after sales support.

Project/Control

The Firm will provide the City with a dedicated Project Manager. This Project Manager is responsible for working with the City to ensure on-time delivery of all hardware, accurate software programming, coordination of installation schedules, management of any subcontractor(s), cooperation with technical partners, training of City staff, and public awareness of the deployment (if needed).

Document/Control

The Project Manager will work with the City to provide all necessary forms and documentation to initiate the project. These include; but are not limited to: hardware customization forms, software creation forms (rate structures, languages, user types) and credit card banking forms (used to connect the machines to the correct merchant bank processor). The Project Manager will also ensure that all manuals associated with the equipment and the software are provided, and kept current. The Project Manager will work closely with the Firm's Sales Administration team to ensure that machines are ordered on time and accurately configured to City business rules. Once the project is successfully implemented, the Firm's Sales Admin handles all spare parts orders through the RMA process.

Firm will provide technical bulletins that identify product notifications, technology updates, and overall system and performance details including software and firmware upgrades with an explanation of features and improvements, with each software release, but at a minimum quarterly frequency.

Training

The Firm will provide the City with comprehensive training on both the hardware and CWT WebOffice. The Firm will provide annual support at no additional charge via phone, email and automatic updates of the back-office parking management system. The Firm will provide

training during system installation and will provide refresher trainings upon request each year of the contract.

Equipment Installation

The Firm will work together with the City to determine the best locations for parking equipment throughout the City. The Firm's team together with their selected partners, will install all equipment. All CWT Touch locations will have a minimum of 3" deep concrete for wedge anchor installation. Otherwise a concrete pad must be poured. The Firm can provide a quote for concrete services if necessary.

Maintenance & Support

The Firm's help desk is available 24/7 including weekends over the phone to keep parking system collecting revenue. Based on the requirements, the Firm will train the City in Level 1 service as described below. Following training from the Firm, the City will provide Level 1 service as follows:

Level I – Day to day operations of the system including:

- Monitoring the system for alarms/alerts through Cale America, Inc.'s back-office suite
- Configuration changes (e.g. rate changes and policy changes). Note that the City may also contact Cale America, Inc. to modify configurations. A quotation will be provided for these services.
- Cash collections
- Technical Services as follows:
 1. Open CWT Touch 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 CWT Touch using the maintenance procedures that are available at the maintenance keyboard on the CWT Touch 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 CWT Touch have successfully completed the full training program provided by Cale America, Inc. and maintain the certification level of all staff who service the CWT Touch or operate the 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, network, and infrastructure services necessary to maintain the proper functioning of the back-office system.
9. Provide all information required to open a support request with Cale America, Inc. Level II Service and be available to work with the Cale America, Inc. support resource assigned to the support request.
10. Complete the recommended preventative maintenance process to maximize useful life of the parts within the CWT Touch.
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 CWT Touch as well as electrical connections to the CWT Touch.
13. Maintain a supply of locally-available parts sufficient to meet desired repair timelines. These parts will be supplied to Cale America, Inc. as needed for Level II On-Site Operation.
14. Maintain a log of all parts replacements which will be made available to Cale America, Inc. upon demand.
15. Archive data and historical analysis for data older than 90 days.

The Firm will perform the following services based on the RFP requirements.

Level II – Cale America, Inc. Helpdesk. If City staff need assistance on hardware or software, the City will contact the Cale America, Inc. Helpdesk. The Cale America, Inc. Helpdesk team has live remote access to equipment in the field which provide service to the City. The Firm will provide the following services at no additional charge:

- Phone and email support by experienced Cale America, Inc. support staff
- Assistance with back-office management system questions such as report generation, system monitoring questions, configuration change questions, credit card reconciliation support
- Live troubleshooting of hardware issues. Firm will walk City staff through recommended maintenance techniques and provide instruction on what functions to perform to get the equipment back up and running.
- The Cale America, Inc. Helpdesk will also connect the City with the Firm's Sales Administration department for parts orders (either new parts or parts under warranty) and Firm's Software Configuration department if software changes need to be made.

Support			
1	The City of Spokane expects that annual support will include all updates, enhancements and training to the proposed solution. Describe how your solution meets this requirement.	Meets	Flowbird will provide annual support at no additional charge via phone, email and automatic updates of the back-office parking management system. Flowbird will provide training during system installation and will provide refresher trainings upon request each year of the contract.

3	Describe your escalation process for issues that are not resolved during initial call.	Meets	Issues that are not resolved during the initial call are escalated to our global support team or to the customer service manager.
4	The City of Spokane prefers a response from the service desk to non-emergency calls within four (4) hours and a response to critical calls (delay in work or loss of data due to system failure) within 1 hour. Provide validation of this capacity.	Meets	Flowbird is able to provide this level of service.
5	Describe how problems and/or bugs are reported, fixes developed, and status tracked for the proposed system.	Meets	Flowbird uses Salesforce.com for our local support team to raise issues that cannot be resolved at the local level. These requests are electronic service tickets which are tracked by the assigned coordinator. Status updates are communicated via Salesforce.com and by email.
6	Describe your process for receiving, evaluating, and implementing requests for enhancements to the proposed system post implementation.	Meets	Enhancement requests should be discussed with your Business Development Manager who can communicate the needs internally at Flowbird. Development requests are formally raised to management and follow-up calls are held on a regular basis to understand the need, see if we already have a solution available, or decide to provide a quotation for the development (if necessary).
7	Live support is available for any issues Monday – Friday, 8am – 5pm (PST), or other reasonable timeframe during typical business hours. Please provide SLA agreements.	Meets	Flowbird is able to provide live support within the requested hours. Our proposal includes our standard Connectivity and Services agreement.
8	Describe customer communications processes that announce service outages, bug fixes, updates, known issues, EOL dates, etc.	Meets	Service outages are communicated via email. Bug fixes, updates, known issues, and EOL dates are typically communicated through your Business Development Manager.
9	Describe account and support management methodology if provided such as dedicated resources included in cost or available at extra cost, onsite vs. remote meetings, regularly scheduled meetings vs. as needed, etc.	Meets	Your Business Development Manager is responsible for working with the City on an ongoing basis to ensure we are providing the parking system that meets the City's needs. While our customer service help desk is available for technical questions, the Business Development Manager is available to you to look at the "big picture." We also have support resources that assist the Business Development Manager with her role. There is no additional costs to meet with our Business Development Managers.

Upgrades

The following is an overview of upgrade support for The Firm:

Upgrades			
1	Describe your typical average upgrade schedule (frequency of version releases, patches, length of time to implement, notification process) and documentation provided.	Meets	The back-office suite is updated automatically as upgrades are implemented. These updates do not impact customer use.
2	Describe your notification practices for:	Meets	
	a) Planned outages	Meets	Flowbird sends email notifications of planned outages.
	b) Changes to the application and/or database	Meets	Application/database changes that impact client use will be emailed directly to the client.

	c) Unplanned outages	Meets	Flowbird sends email notifications of unplanned outages.
	d) Product sunset	Meets	Product sunset that impacts the clients are communicated to the client by the Business Development Manager.
3	Describe any test or “sandbox” environments you would provide to the City of Spokane.	Meets	We are able to setup a “virtual” machine number for a pay station. This allows you to assign a pay station a special number so it can be identified as a test machine, so revenue reporting is not impacted.
4	Describe typical upgrade effort (downtime, level of difficulty, length of time to upgrade/update)	Meets	Back-office suite upgrades/updates happen automatically and typically do not impact client use.

Liquidated Damages and Credits

Both parties will agree that the annual liquidated damages shall be limited to the amount paid or due to the Firm by the City during a one-year period except in the initial 12-month period of this Agreement where liquidated damages shall be limited to 30% of the amount paid or due to the Firm by the City during the initial 12-month period of this Agreement. The Firm agrees to pay these amounts to the City as set forth:

Failure of Pay Station(s).

Failure of either Pay Station(s) that results in either no payment transaction being accepted by the Pay Station(s) (e.g., allow free parking during enforcement hours) or application of the wrong fee rates for parking will result in damages of \$100.00 per day (each 24-hour period) per each affected Pay Station. City will provide Vendor with 24 hours’ notice to respond and repair the Pay Station(s) failure prior to being entitled to liquidated damages.

PCI Data Security Failure

Failure of the Firm to maintain Payment Card Industry (“PCI”) Data Security Standard Certification, defined as an information security standard of organizations that handle branded credit cards from the card schemes, shall result in damages of \$10,000 on the twenty-eight (28th) calendar day following non-compliance (“first assessment”). The twenty-eighth (28th) calendar day following the first assessment and every twenty-eight (28) calendar days thereafter shall constitute a “subsequent assessment”. On each additional twenty-eighth (28th) calendar day following the first assessment and any subsequent assessments, the City shall be entitled to liquidated damages of \$25,000 until the failure is cured. Damages during subsequent assessments shall be prorated by day.

Accuracy

The City will issue a written warning to the Firm if CWT Touch fails to maintain 99% accuracy in the City’s audit of daily revenue as a result of a design defect with CWT Touch. The Firm will cure each failure within seven (7) days after receipt of the warning. If any failure is not cured within seven (7) days, The Firm will be subject to damages of \$1,000 per day per failure of CWT Touch until the failure is cured.

The Firm's obligation to provide the City with service credits as set forth above, is dependent on the City providing written notice to the Firm stating why they did not meet the availability levels. Upon receipt of such notice, the Firm has 30 calendar days to investigate and respond in writing to the City. At the end of the 30 calendar days, if it is determined that the Firm did fail to meet the availability standard above, the City will receive the appropriate service credit during the next invoice cycle.

DAVID A. CONDON
MAYOR



CITY OF SPOKANE - PURCHASING
808 W. Spokane Falls Blvd.
Spokane, Washington 99201-3316
(509) 625-6400

REQUEST FOR PROPOSALS

City of Spokane, Washington

RFP NUMBER: #5207-19

DESCRIPTION: PAID PARKING EQUIPMENT

DUE DATE: MONDAY, DECEMBER 23, 2019
No later than 1:00 p.m.

City of Spokane - Purchasing
4TH Floor, City Hall
808 W. Spokane Falls Blvd.
Spokane WA 99201-3316

Connie Wahl, C.P.M., CPPB
Purchasing

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1. INTRODUCTION

1.1 BACKGROUND AND PURPOSE

The City of Spokane, through its Neighborhood and Business Services Department (hereinafter “City”) is initiating this Request for Proposals (RFP) to solicit Proposals from Firms interested in participating on a project to provide PAID PARKING EQUIPMENT.

The 2019 Downtown Parking Study provided the City with a comprehensive six-year plan and package of recommendations designed to facilitate growth and activity downtown, while making parking more convenient and user-friendly for residents, businesses, employees, and visitors. The study includes a parking inventory for both on- and off-street facilities as well as evaluating the City’s current policies, procedures, regulations, hardware, and software systems.

The City’s robust downtown business core and array of outdoor activities attracts a host of visitors each year. Parking operations is funded solely from the Parking Fund (a Special Revenue Fund) and includes customer service, parking enforcement, collections, and installation and maintenance of the parking system and assets.

The downtown parking operation includes over 5,000 on-street parking spaces supported by the following parking technologies:

- Single space parking meters (Model 95 Housings) including 729 CivicSmart Liberty Single Space Smart Meters and 2,583 POM APM Single Housing Electronic Meters.
- Pay-by-Plate pay stations including 10 Parkeon Strada Rapide multi-space meters.
- Passport mobile payment application.
- Duncan Solutions AutoPROCESS parking citation management.
- ACCELA Permit Module.
- Genetec mobile license plate recognition (LPR).

The City’s paid parking revenue in FY 2018 and in FY 2019 was approximately \$2.2M per year. In FY 2018 and 2019, there was an average of 91,000 transactions at the CivicSmart single space smart meters and 5,800 transactions at the Parkeon Strada multi space meters.

The City is considering expanding the paid parking program to include an additional 1,200 parking spaces. In addition, the City will soon be soliciting for an integrated citation and permit management system. Off-street parking is managed by private operators and is not a part of this RFP.

This RFP is for the procurement of PAID PARKING EQUIPMENT including pay stations and single space parking meters to streamline the customer service experience and immediately replace the expiring equipment. The City ultimately aims to utilize a unified and simplified paid parking solution throughout the on-street parking spaces. This effort will include new hardware to accept parking

payment via monies, credit card, near field communication (NFC) or mobile; new software to support reporting and reconciliation efforts for paid parking; and integration with current and future citation management systems along with City and third-party Vendor systems. This parking technology and hardware solution must seamlessly interface with the City's existing sub-contractor system(s) as well as any new future systems. The City will be the merchant of record on all transactions, via U.S. Bank and Elavon.

The tiered implementation will immediately support 800 parking spaces preceded by the anticipated expansion and deployment of up to an additional 4,600 parking spaces located throughout the downtown and surrounding areas. The City is considering transitioning from single space parking meters to Pay-by-Plate pay stations. Integration and the communication of real-time paid parking details (license plates) to the City's current and future technology providers is a mandatory requirement.

1.2 MINIMUM QUALIFICATIONS

The Firm must be licensed to do business in the State of Washington.

The Firm must have five (5) years of experience in paid parking equipment solutions.

1.3 FUNDING

Any contract awarded as a result of this procurement is contingent upon the availability of funding.

1.4 PERIOD OF PERFORMANCE

The period of performance of any contract resulting from this RFP will be a five (5) year term with annual extension options. The contract is tentatively scheduled to be issued in Q1, 2020.

1.5 DEFINITIONS

Definitions for the purposes of this RFP include:

City – The City of Spokane, a Washington State municipal corporation, the agency issuing this RFP.

Meter – Shall mean a single/dual space meter and a pay station unless otherwise specified.

Proposal – A formal offer submitted in response to this solicitation.

Proposer - Individual or Firm submitting a Proposal in order to attain a contract with the City.

Request for Proposals (RFP) – Formal procurement document in which a service or need is identified but no specific method to achieve it has been chosen. The purpose of an RFP is to permit the consultant community to suggest various approaches to meet the City's needs at a given price.

Vendor or Firm – Individual or company whose Proposal has been accepted by the City and is awarded a fully executed, written contract.

1.6 ADDENDA

It is the responsibility of Proposers to check the City of Spokane's online procurement system <https://spokane.procureware.com> for Addenda or other additional information that may be posted regarding this Request for Proposals.

1.7 ATTACHMENTS

Attached to this RFP and incorporated herein by reference are the following documents:

Attachment A - Compliance Matrix (Excel File).

Attachment B - Pricing Matrix/Cost Proposal (Excel File).

1.8 CONTRACTING WITH CURRENT OR FORMER CITY EMPLOYEES

Specific restrictions apply to contracting with current or former City officers and employees pursuant to the Code of Ethics in chapter 1.04A of the Spokane Municipal Code. Proposers should familiarize themselves with the requirements prior to submitting a Proposal that includes current or former City officers or employees.

2. SCOPE OF SERVICES

2.1 GENERAL

Parking technology features shall include the following:

- a) Payment must be available through multiple options, including coin, credit card and mobile payment integration. Near Field Communication (NFC) (including Apple Pay and Google Pay) payments shall be supported and available.
- b) Pay station technology must allow the patron to pay for a parking space transaction at any pay station.
- c) The ability to add time to existing transactions, however, the add time feature must disallow the ability to purchase time past the maximum time allowed by license plate for the parking space/zone.
- d) Meters must have the ability to store a minimum of 8 different rate structures that are configurable by time of day and day of the week. Pay stations must allow for simultaneous rate structures to be displayed that include static/fixed rate combined with hourly rate options.
- e) A large screen display is preferred in order for rate information to be displayed, rather than signs posted on the meter.
- f) Pre-payment option (payments made in advance of operating hours).
- g) An option for patrons to be informed of the expiration of their paid parking session.
- h) All technology must be simple to understand and easy to use.
- i) All technology must be reliable, easy to maintain and secure.
- j) All technology shall be able to electronically display the following to the patron with minimal effort:
 - i. Rates
 - ii. Days and hours of operation
 - iii. User instructions
- k) Proposers must offer strong customer support 7 days a week.

- l) Changing rates using the Meter Management System (MMS) shall be completely web-based (no software to install), easy to use with customizable tariff naming and the ability to download rates onto customizable, user-defined groups of meters.
- m) All technology, equipment and systems shall be ADA-compliant.
- n) All materials and components shall be new and unused.
- o) All technology shall have a modular design. Components shall be able to be quickly changed in the field.
- p) All electronic components, connections and wiring shall be fully weatherproofed.
- q) The meters shall be weather, rust and graffiti resistant and shall be made of stainless steel or an equivalent material.
- r) The City prefers that the meter has additional lighting or illumination for dark hour usage. Proposer shall describe how the lighting and/or display operates during dark hours.
- s) All technology shall wirelessly communicate usage, payment status, meter access and maintenance alert data in real-time.
- t) All technology shall be managed by a web-based meter maintenance system (MMS) that can:
 - i. Remotely update pricing, regulations, and configuration.
 - ii. Provide reports on meter activity.
 - iii. Automatically create maintenance work order tickets for generated alarms or patron reports of meter malfunctions. Maintenance tickets shall be able to be updated via email, smartphone and tablet.
 - iv. Record meter maintenance completed by repair staff.
 - v. Easily indicate meter status and send alarms to designated personnel if a meter is not functioning.
 - vi. Proposer shall describe ability to integrate with City's 311 reporting system to receive and report on trouble tickets and work order requests.
- u) All technology shall be warranted to operate as proposed within a temperature range of -15 degrees Fahrenheit to +140 degrees Fahrenheit and under environmental conditions found in the City, including but not limited to sleet, snow, hail, grime, rain, fog, sun (including direct sunlight), and vibrations.

2.2 WIRELESS TWO-WAY COMMUNICATIONS

- a) The technology will be equipped with a modem, antenna, and the required software to support wireless communications.
- b) The wireless communications shall be supplied as a "communications service" during the life of the contract, not as a specific type of modem or wireless carrier supply. Vendor shall be responsible for maintaining and updating the communications service to ensure system uptime in excess of 99% during parking hours of operation.

- c) Describe the modem type: CDMA, GSM and/or Wi-Fi.
- d) Identify the likely cellular carrier(s) to be used for City service and the process of determining reliability of signal coverage.
- e) The Proposer shall describe the established process to troubleshoot and resolve communication interruptions and failures.
- f) System transactions shall be communicated to the back-office system in real time to support pay-by-plate pay station enforcement queries. The system shall support enforcement queries for vehicle payment status.
- g) If credit card payments can be accepted during weak wireless signal occurrences, describe the process.

2.3 DISPLAY

- a) Graphic display shall be easy to read under various daytime and nighttime lighting conditions, including fog and direct sunlight and at various angles. Proposer shall describe its options for altering the display to make viewing in direct sunlight easier.
- b) The meter shall have a backlit graphic display panel that is large enough to legibly display all necessary operating status messages to patrons and repair personnel. The display must be energy efficient and operate in a solar-charging (or equivalent) configuration and not cause excessive battery drain.
- c) The display shall be scratch and impact resistant.
- d) Current rates and hours must be able to be displayed on the graphic display and be remotely programmed.
- e) Describe the ability to program and display different rate schedules by time of day and day of the week, including dynamic and progressive rate structures for peak occupancy periods. City staff shall have the ability to program rates independent of Vendor support with no additional costs associated with these changes.
 - i. Customers shall be able to select their rate option prior to submitting payment in order for the meter to translate the amount due and inform the customer of the payment value.
- f) Graphic display shall support dynamic messaging functionality to reflect changes in pricing, regulations, display messages, format, or configurations made in the MMS and communicated wirelessly to the meter at least once per day. The City shall have the ability to change or adjust the graphic display independent of Vendor support and there shall be no additional costs for these types of adjustments.
- g) Meters shall have an ability to display special messaging. Proposer shall describe the process and features that enable special messaging, i.e., holiday and special event messages, which can be downloaded remotely.
- h) Meter display shall clearly communicate the following electronically, alphanumerically and graphically:
 - i. Rates

- ii. Days and hours of meter operation
- iii. Regulations
- iv. Instructions to the user:
 - 1. Read Error, Please Reinsert Card – if card is removed from the mechanism before it could read the information on the card;
 - 2. Coin Only – at the sole discretion of City, if the card slot is inoperable;
 - 3. Card Only – at the sole discretion of City, if the coin slot and/or bill acceptor is inoperable;
 - 4. Out of Order – at the sole discretion of City, if the coin and card slot are inoperable, with customizable instructions such as pay at another meter.
- v. Special messaging
 - i) Proposer shall describe any static information displayed and the format used.

2.4 KEYPAD

- a) Keypads must be vandal resistant, weatherproof, and corrosion resistant.
- b) Proposer shall describe any visual, audible or tactile indication that a button has been pressed, as feedback to the patron.
 - i. Describe the visibility of the keypad after dark and how the patron will interact with the meter.

2.5 PAYMENTS

- a) Proposer shall describe coin, bill, card and alternative payment operations, including the number of different coins/currencies accepted and the type of card-based payments, including magnetic stripe, contactless cards and chip-based cards (as applicable).
- b) All meters must support secure real-time authorization of credit cards and optional contactless cards.
- c) The meter shall accept monies through a jam-resistant coin/bill interface and jam-resistant card payments through a card interface.
- d) For pay stations, the coin discrimination system should contain an automatic shutter, which only opens during operational hours for coin insertion of approved coins, but not for non-metallic objects.
- e) For single/dual space meters, Proposer shall describe how the proposed technology mitigates insertion of objects other than approved coins.
- f) If the coin or bill slot is inoperable, meters must have the option to still accept card payments and promote third-party payments (e.g., mobile payments), if applicable.
- g) The coin chute or track and coin verifier unit shall be a free-fall type (non-moving and non-mechanized) or an equivalent.

- h) The coin chute or track shall include an anti-backup provision to prevent and detect the attempted retrieval of deposited coins (e.g., attached to strings, paddles, wires, etc.).
- i) Monies must be deposited directly into, and stored within, secured containers in the vault area of the meter.
- j) Monies must be easy to collect, simple to reconcile and include audit capabilities.
- k) Maintenance personnel must be able to easily clear coin/bill jams without the use of special tools and without accessing the vault.
- l) Describe how the 'Pay at Any Pay Station' feature would operate utilizing the proposed parking technology solution.
- m) All meters shall be able to be programmed to accept pre-payments prior to start of regulated parking and extended payment within applicable City policy requirements.
- n) Proposer shall describe in detail the step-by-step process of Vendor's credit card acceptance procedure from the time a patron inserts his/her card to the time the money is deposited in the City account. Include the name of your gateway processor (if using a third party) and the name of the gateway software (if your firm uses in-house software). Proposer shall list all subcontractors involved in each step (e.g., cellular providers or gateway companies) and describe the subcontractors' PCI compliance. Proposer shall describe any per transaction charges from the Vendor and/or the gateway company, or software charges; if none, then state as much.
- o) The meter, the associated communications system, the backend server and gateway services shall all be compliant with Payment Card Industry Data Security Standard (PCI Level 1 certified by a Qualified Security Assessor (QSA)).
- p) Meter shall be PA-DSS certified by a Qualified Security Assessor (QSA).
- q) The technology must be EMV compliant. Proposer shall describe their current and future EMV capabilities including any required upgrades, options and/or associated costs.
- r) Proposer shall describe any alternative payment options, the associated costs or any additional fees. Proposal shall describe current and future capabilities including any required upgrades or options for the implementation of the alternative payment options.
- s) The MMS system shall allow the City to dynamically and remotely adjust parking prices on the meters in real-time.

2.6 CLOCK

- a) The meter must have a 365-day calendar real-time clock that completes a daily time-sync with the server at least once every 24 hours and that will either retain the time settings during battery replacements or servicing, or will accurately reset the time settings without losing prior programming; reset shall occur within 3 seconds of battery replacement or servicing. If back-up power built into the meter is used for this function, this back-up power must allow at least 15 minutes for a given battery change without losing the clock settings.
- b) The clock shall be programmable at least one year in advance for automatic daylight savings time changes.

- c) The time-of-day clock shall be accurate to within plus or minus two seconds per day (where a day is defined as any given 24-hour period).
 - i. There shall be no upper limit or maximum deviation that would prevent the clock from syncing with the MMS.
 - ii. The clock shall track the day of week, Monday through Sunday.
 - iii. Time of day and day of week shall be displayed to maintenance staff, on the front display screen, when the reset feature is activated.

2.7 POWER

- a) Pay stations must allow for power by a rechargeable solar-powered (or equivalent) battery.
- b) Batteries shall be located in an easily accessible storage area inside the unit that can be changed out in less than 30 seconds once the pay station is opened.
- c) For environmental reasons, Nickel-Cadmium batteries shall not be used to power the meters.
- d) The meter will be powered by battery and/or rechargeable solar-powered (or equivalent) battery pack.
- e) When battery voltage falls below a minimum threshold, the meter will generate an alert prior to the meter going out of service.
- f) Battery connections will be designed to resist corrosion and sustain a minimum of five years of service.
- g) Current battery voltage for both rechargeable (solar or equivalent) and non-rechargeable batteries will be available on the display and through the MMS.
- h) All locally stored meter data will be retained during battery replacement and battery failures of seven days or less.
- i) Describe any unique power management capabilities.
- j) Battery shall guarantee a life of at least 5 years. Proposer shall describe how any and all options will impact battery life.

2.8 SECURITY / MAINTENANCE

- a) Monies passing through the meter shall be deposited directly into secured containers in a separate vault area.
- j) The coin/bill vault areas shall not be accessible from the maintenance compartment.
- k) Meters shall be resistant to vandalism and other attacks to remove or disable coin/cash from the coinboxes.
- l) Meters shall have high security locks for all housing and cabinet doors. Include a description of the locks provided. Electronic locks are preferred with online programmable access parameters including restrictions for maintenance, collections, days of week and hours of day. Describe the manual override process in case of power failure or electronic lock malfunction.

2.9 WARRANTY / VENDOR SUPPORT

- a) Proposer shall describe their system warranty and extended warranty options on all hardware and software effective from the date of installation.
- b) Proposer shall describe technical support services, including 7 day a week customer support help desk availability (including holidays), on-line help features, transaction assistance, on-site support and technical support, during and beyond the installation and warranty periods. Proposer shall describe who is responsible for supporting the meter including any and all subcontractors.
- c) The customer support help desk shall have the ability to collect and/or provide detailed information to the City via the hotline and/or via log in to the back-office software, including:
 - i. Verify, log and dispatch reports of meter malfunctions in real time with online tracking
- d) Proposer shall provide the City with toll free telephone numbers enabling them to reach Proposer's staff during normal business hours.
- e) The system must be capable of providing remote off-site diagnosis and support via wireless access. The system must be capable of remote software upgrades via wireless access.
- f) Vendor shall be required to provide quarterly technical bulletins that identify product notifications, technology updates, lessons learned from other installations and overall system and performance details including software and firmware upgrades with an explanation of features and improvements.
- g) Provide system warranty guarantees and extended warranty options on all hardware and software effective from the date of installation.
- h) Requests for Quotations from the City must be to be fulfilled within three business days, and/or at a status update on the 3rd business day and every 2 days thereafter. This is to include all requests for all equipment and parts.
- i) Return Merchandise Authorization (RMA) requests must be fulfilled within 30 calendar days, and/or a status update as the expected time of arrival (ETA). RMA shipments to the City must include advance email delivery notification, delivery date/time and the associated tracking number to the designated City point of contact. Deliveries to the City shall only occur within the mutually established delivery hours of operation.

2.10 TRAINING

- a) Proposer shall provide a proposed training outline with their response.
- b) The City requires an on-site 2-hour refresher training each year that will include a review of project issues, system performance and product updates. Vendor shall provide all training at a location to be determined by the City or its designee.
- c) Proposer shall cover all travel costs.

- d) Proposer shall describe how upgrades to the MMS or other systems will be distributed, communicated, and implemented (e.g., training of appropriate staff) during the term of the contract.
- e) Proposer shall supply and keep current hard and digital copies of all operating, training, repair and user's manuals, which includes detailed instructions for system usage.

2.11 REPORTING / MAINTENANCE TRACKING / ENFORCEMENT

- a) The MMS must provide secure, web-based back office reporting, including real time exception reporting for equipment downtime and data transmission issues.
- b) The MMS shall provide maintenance tracking with automated technical ticket generation.
- c) Describe how access to real-time information regarding customer-generated reports of meter or signage problems, and meter-generated warnings and alarms is available to support staff, including maintenance technicians.
- d) The MMS shall provide a smartphone application to update, reassign and close out maintenance tickets.
- e) The MMS shall have the capability to track maintenance issues, completion of maintenance tasks and reports on meter uptime.
- f) The MMS shall provide scheduling capabilities for both preventive and non-recurring maintenance.
- g) The MMS shall provide a maintenance dispatch interface for the scheduling, recording and reporting of error/problem corrections.
- h) The MMS shall provide an online mapping module for parking spaces and meters to identify maintenance and enforcement areas/zones. The MMS shall provide real-time verification of parking spaces payment status for enforcement purposes.
- i) MMS shall allow the remote download of all rate changes, display changes, receipt layout changes, other user interface changes and operating system changes and upgrades with no upcharge for wireless data usage.
- j) The web-based MMS reporting analytics tool shall allow for:
 - i. custom filtering of data fields
 - ii. drop & drag report capabilities
 - iii. table creation where reports can be saved for individual or global use
- k) The MMS shall allow for online scheduled reports to be exported as Excel, CSVs and/or PDFs

2.12 DATA / INTEGRATION

- a) Proposer must provide real-time integration with the City's current and future parking technology and data management Vendors, including, but not limited to, citation issuance/enforcement handhelds, LPR and mobile payment (Passport). Proposer shall

confirm current integrations with the City's existing Vendors and/or describe any costs associated with implementing the integration required to support pay-by-plate.

- b) Vendor will be required to provide all meter related data in a format and interface as defined by the City, including an interface with the City's asset management system (Cityworks). Vendor shall be able to work with outside Vendors to perform data migration. This could include data mapping, data cleanup/verification, data transfer, and other testing as defined by City requirements.

2.13 OTHER SERVICES

- a) With the implementation of new paid parking equipment, please describe the public outreach/education campaign that will be included with your solution at no additional cost to the City. Provide examples of prior successful implementations, including sample images, emphasizing similar installations introducing new paid parking equipment.
- b) Describe proposed installation plan and any costs associated with the installation. Proposer will be responsible for installation and all associated hardware/equipment required, including any space numbering (if needed) and signage.
- c) The City would like to consider an option for a merchant validation program to enhance the overall patron and downtown business experience. Please describe how the proposed parking technology solution would support a merchant validation program, and identify any equipment required and any additional costs or fees.
- d) The City is interested in innovation and value-added services. Proposers should describe any enhanced services and features that are available to the City currently or in the near future. All associated pricing for any proposed or suggested feature must be identified, including, but not limited to sensors, parking guidance application and any other customer service features that can directly benefit the City.

2.14 LIQUIDATED DAMAGES

The following are the proposed liquidated damages that would be incorporated into any final agreement and should be considered in Proposer pricing options. While it is not the intention of the City to seek a punitive relationship, we are seeking an integrated solution that performs to the standards described throughout your Proposal.

Both parties will agree that the annual liquidated damages shall be limited to the amount paid or due to Vendor by the City during a one-year period except in the initial 12-month period of this Agreement where liquidated damages shall be limited to 30% of the amount paid or due to Vendor by the City during the initial 12-month period of this Agreement. The Vendor agrees to pay these amounts to the City as set forth:

- **Failure of Pay Station(s).** Failure of either Pay Station(s) that results in either no payment transaction being accepted by the Pay Station(s) (e.g. allow free parking during enforcement hours) or application of the wrong fee rates for parking shall result in damages of \$100.00 per day (each 24-hour period) per each affected Pay Station. City shall provide Vendor with 24 hours' notice to respond and repair the Pay Station(s) failure prior to being entitled to liquidated damages.

- **Failure of Single Space Meter(s).** Failure of either Single Space Meter(s) that results in either no payment transaction being accepted by the Meter(s) (e.g. allow free parking during enforcement hours) or application of the wrong fee rates for parking shall result in damages of \$10.00 per day (each 24-hour period) per each affected Single Space Meter. City shall provide Vendor with 24 hours' notice to respond and repair the Meter(s) failure prior to being entitled to liquidated damages.
- **PCO Data Security Failure.** Failure of Vendor to maintain Payment Card Industry ("PCO") Data Security Standard Certification, defined as an information security standard of organizations that handle branded credit cards from the card schemes, shall result in damages of \$10,000 on the twenty-eight (28th) calendar day following non-compliance ("first assessment"). The twenty-eighth (28th) calendar day following the first assessment and every twenty-eight (28) calendar days thereafter shall constitute a "subsequent assessment". On each additional twenty-eighth (28th) calendar day following the first assessment and any subsequent assessments, the City shall be entitled to liquidated damages of \$25,000 until the failure is cured. Damages during subsequent assessments shall be prorated by day.
- **Accuracy.** The City will issue a written warning to Vendor if either Meter(s) fails to maintain 99% accuracy in the City's audit of daily revenue as a result of a design defect with either Meter(s). The Vendor shall cure each failure within seven (7) days after receipt of the warning. If any failure is not cured within seven (7) days, the Vendor shall be subject to damages of \$100 per day per failure of each Meter(s) until the failure is cured.

3. GENERAL INFORMATION

3.1 RFP COORDINATOR

The RFP Coordinator is the sole point of contact in the City for this procurement. All communication between the Proposer and the City upon receipt of this RFP shall be with the RFP Coordinator and shall be submitted through the 'Clarifications' tab in the City of Spokane's online procurement system portal: <https://spokane.procureware.com>.

Name	Connie Wahl, City of Spokane Purchasing
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Any other communication will be considered unofficial and non-binding on the City. Firms are to rely on written statements issued by Addendum. Communication directed to parties other than the RFP Coordinator through the ProcureWare system may result in disqualification of the Firm.

3.2 ESTIMATED SCHEDULE OF PROCUREMENT ACTIVITIES

Issue Request for Proposals	November 27, 2019
Question and answer period	November 27 to December 13, 2019
Last date for RFP questions requiring an Addendum	December 13, 2019
Proposals due	December 27, 2019
Evaluate Proposals	January 13, 2020
Firm Demonstrations	January 21, 2020
Negotiate contract	Quarter 1, 2020
City Council approval of contract	Pending Contract Negotiation
Begin contract work	Pending Council Approval

The City reserves the right to revise the above schedule.

3.3 SUBMISSION OF PROPOSALS

A. SUBMITTAL INFORMATION

Proposals shall be submitted electronically through the City of Spokane's online procurement system portal: <https://spokane.procureware.com> on or before the due date and time. Hard paper e-mailed or faxed copies will not be accepted.

Late Proposals will not be accepted. The City of Spokane is not responsible for Proposals electronically submitted late. It is the responsibility of the Proposer to be sure the Proposals are electronically submitted sufficiently ahead of time to be received no later than 1:00 p.m. on the Proposal due date.

Sealed electronic Proposals will be acknowledged at 1:15 p.m. on the due date in the City Hall, City Council Chambers, Lower Level, 808 West Spokane Falls Boulevard, Spokane, Washington 99201.

B. ELECTRONIC SUBMITTAL INSTRUCTIONS

Proposers must go online to the City's online procurement system portal (<https://spokane.procureware.com>) to submit Proposals and other documentation as requested. Proposers are asked to read the Welcome Screen and register if they have not done so previously. Once on the procurement system portal, follow the steps below to enter and submit the electronic Proposal:

1. Click on "Bids" located on the left-hand column.
2. Find the applicable project and click the "Project Number".
3. Click on the "Response" tab.
4. In the "Questions" tab, **answer questions and** upload required documents into the bid portal by clicking on "Browse" for each item. Note that only one document can be uploaded per question line item so combine if necessary.
5. Click on the "Pricing" tab and enter pricing as requested. A "Comment" field is available if needed.
6. Once the Questions have been entered, the yellow "Question Response" information message will change from incomplete to complete. Then the "Submit" button will become available.
7. Click the "Submit Bid" button and review the terms and conditions, pop-up window that appears. If you agree to the terms and conditions, click the "I Accept and Submit this Bid" button.
8. If you want to remove your Proposal, click the red "Withdraw Bid" button in the "Response" tab for the applicable Proposal.

3.4 PROPRIETARY INFORMATION / PUBLIC DISCLOSURE

Materials submitted in response to this competitive procurement shall become the property of the City.

All received Proposals shall be deemed public records as defined in RCW 42.56, "Public Records."

Any information in the Proposal that the Proposer desires to claim as proprietary and thus exempt from disclosure under the provisions of existing state law, shall be clearly designated. Each page claimed to be exempt from disclosure must be clearly identified by the word "Confidential" printed on it. Marking the entire Proposal exempt from disclosure will not be honored.

The City will consider a Proposer's request for exemption from disclosure; however, the City will make a decision predicated upon state law and regulations. If any information is marked as proprietary in the Proposal, it will not be made available until the affected Proposer has been given an opportunity to seek a court injunction against the requested disclosure.

All requests for information must be directed to the RFP Coordinator.

3.5 OWNERSHIP OF DOCUMENTS

Any and all data, reports, analyses, documents, photographs, pamphlets, plans, specifications, surveys, films or any other material created, prepared, produced, constructed, assembled, made, performed or otherwise produced by the Firm or the Firm's subcontractors or consultants for delivery to the City under this Agreement shall be the sole and absolute property of the City. Such property shall constitute "work made for hire" as defined by U.S. Copyright Act of 1976, 17 U.S.C. § 101, and the ownership of the copyright and any other intellectual property rights in such property shall vest in the City at the time of its creation. Ownership of the intellectual property includes the right to copyright, patent, and register, and the ability to transfer these rights. Material which the Firm uses to perform this Agreement, but is not created, prepared, constructed, assembled, made, performed or otherwise produced for, or paid for, by the City is owned by the Firm and is not "work made for hire" within the terms of this Agreement.

3.6 REVISIONS TO THE RFP

In the event it becomes necessary to revise any part of this RFP or provide any other pertinent information, it shall be posted it shall be posted through the City of Spokane's online procurement system <https://spokane.procureware.com>.

The City also reserves the right to cancel or reissue the RFP in whole or in part, prior to final award of a contract.

3.7 MINORITY & WOMEN-OWNED BUSINESS PARTICIPATION

The City encourages participation in all of its contracts by Firms certified by the Washington State Office of Minority and Women's Business Enterprises (OMWBE). Proposers may contact OMWBE at (360)753-9693 to obtain information on certified Firms.

3.8 ACCEPTANCE PERIOD

Proposals shall remain in effect for one hundred twenty (120) days for acceptance by the City from the due date for receipt of Proposals.

3.9 RESPONSIVENESS

The Proposer is specifically notified that failure to comply with any part of the RFP may result in rejection of its Proposal as non-responsive.

The City also reserves the right, however, at its sole discretion to waive minor administrative irregularities.

3.10 MOST FAVORABLE TERMS

The City reserves the right to make an award without further discussion of the Proposal submitted. Therefore, the Proposal should be submitted initially with the most favorable terms that can be proposed. There will be no best and final offer procedure. The City reserves the right to contact a Proposer for clarification of its Proposal.

The Proposer should be prepared to accept this RFP for incorporation into a contract resulting from this RFP. Contract negotiations may incorporate some or all of the Proposal.

3.11 COSTS TO PROPOSE

The City will not be liable for any costs incurred by the Proposer in preparation of a Proposal submitted in response to this RFP, in conduct of a presentation, or any other activities related to responding to this RFP.

3.12 NO OBLIGATION TO CONTRACT

This RFP does not obligate the City to contract for services specified herein.

3.13 REJECTION OF PROPOSALS

The City reserves the right at its sole discretion to reject any and all Proposals received without penalty and to not issue a contract as a result of this RFP.

3.14 INTERLOCAL PURCHASE AGREEMENTS

The City of Spokane has entered into Interlocal Purchase Agreements with other public agencies pursuant to RCW chapter 39.34. In submitting a response, the Proposer agrees to provide its services to other public agencies at the same contracted price, terms and conditions it is providing to the City of Spokane, contingent upon the Firm's review and approval at the time of a requested contract. The Firm's right to refuse to enter into a contract with another public agency at the time of request shall be absolute.

4. PROPOSAL CONTENTS

4.1 PREPARATION OF PROPOSAL

The major sections of the Proposal are to be submitted in the order noted below:

- A. Letter of Submittal.
- B. Technical Proposal.
- C. Management Proposal.
- D. Technical Requirements Table.

- E. Attachment A - Compliance Matrix (Excel File).
- F. Attachment B - Pricing Matrix/Cost Proposal (Excel File).

Proposals shall provide information in the same order as presented in this document with the same headings. This will not only be helpful to the evaluators of the Proposal but should assist the Proposer in preparing a thorough response.

4.2 LETTER OF SUBMITTAL

The Letter of Submittal shall be signed and dated by a person authorized to legally bind the Firm to a contractual relationship, e.g., the president or executive director if a corporation, the managing partner if a partnership, or the proprietor if a sole proprietorship. Along with introductory remarks, the Letter of Submittal is to include the following information about the Firm and any proposed subcontractors:

- A. Name, address, principal place of business, telephone number, and fax number/e-mail address of legal entity or individual with whom contract would be written;
- B. Legal status of the Firm (sole proprietorship, partnership, corporation, etc.);
- C. Location of the facility from which the Firm would operate;
- D. Identify any current or former City employees employed by or on the Firm's governing board as of the date of the Proposal or during the previous twelve (12) months; and
- E. Acknowledgement that the Firm will comply with all terms and conditions set forth in the Request for Proposals, unless otherwise agreed by the City.

4.3 TECHNICAL PROPOSAL

The Technical Proposal shall contain a comprehensive description of services with specific attention to Section 2 "SCOPE OF SERVICES" and including the following elements:

- A. PROJECT APPROACH / METHODOLOGY – Include a complete description of the Firm's proposed approach and methodology for the project. This section should convey Firm's understanding of the proposed project.
- B. WORK PLAN – Include all project requirements and the proposed tasks, services, activities, etc. necessary to accomplish the scope of the project defined in this RFP. This section of the technical Proposal shall contain sufficient detail to convey to members of the evaluation team, the Firm's knowledge of the subjects and skills necessary to successfully complete the project. Include any required involvement of City staff. The Firm may also present any creative approaches that may be appropriate and may provide any pertinent supporting documentation.
- C. PROJECT SCHEDULE – Include a project schedule indicating when the elements of the work will be completed and when deliverables, if any, will be provided.
- D. DELIVERABLES – Fully describe deliverables to be submitted under the proposed project.
- E. FUNCTIONALITY – How well does the solution meet the functional requirements?

4.4 MANAGEMENT PROPOSAL

A. PROJECT MANAGEMENT

1. **PROJECT TEAM STRUCTURE/INTERNAL CONTROLS** - Provide a description of the proposed project team structure and internal controls to be used during the course of the project, including any subcontractors. Provide an organizational chart of the Firm indicating lines of authority for personnel involved in performance of this potential contract and relationships of this staff to other programs or functions of the Firm. This chart must also show lines of authority to the next senior level of management. Include who within the Firm will have prime responsibility and final authority for the proposed work.
2. **STAFF QUALIFICATIONS/EXPERIENCE** – Identify staff, including subcontractors, who will be assigned to the potential contract, indicating the responsibilities and qualifications of such personnel, and include the amount of time each will be assigned to the project. Provide resumes' (not to exceed two (2) pages per person) for the named staff, which include information on the individual's particular skills related to this project, education, experience, significant accomplishments and any other pertinent information. The Firm shall commit that staff identified in its Proposal will actually perform the assigned work. Any staff substitution must have the prior approval of the City.

B. EXPERIENCE OF THE FIRM

1. Indicate the experience the Firm and any subcontractors have in providing and supporting Paid Parking Equipment.
2. Indicate other relevant experience that indicates the qualifications of the Firm, and any subcontractors, for the performance of the potential contract.
3. Include a list of contracts the Firm has had during the last five (5) years that relate to the Firm's ability to perform the services needed under this RFP. List contract reference numbers, contract period of performance, contact persons, telephone numbers, and fax numbers/e-mail addresses. The Firm grants permission to the City to contact the list provided.

C. REFERENCES

List names, addresses, telephone numbers, and fax numbers/e-mail addresses of three (3) business references for whom work has been accomplished and briefly describe the type of service provided. The Firm grants permission to the City to contact the references provided. Do not include current City staff as references. The City may evaluate references at the City's discretion.

D. RELATED INFORMATION

1. If the Firm has had a contract terminated for default in the last five (5) years, describe the incident. Termination for default is defined as notice to stop performance due to the Firm's non-performance or poor performance and if the issue of performance was either (a) not litigated due to inaction on the part of the Proposer, or (b) litigated and such litigation determined that the Proposer was in default.

2. Submit full details of the terms for default including the other party's name, address, and phone number. Present the Firm's position on the matter. The City will evaluate the facts and may, at its sole discretion, reject the Proposal on the grounds of the past experience. If no such termination for default has been experienced by the Firm in the past five (5) years, so indicate.

4.5 COST PROPOSAL

The evaluation process is designed to award this procurement not necessarily to the Firm that proposes the least cost, but rather to the Firm whose Proposal best meets the requirements of this RFP. **Firms must fully complete the pricing matrix excel worksheet.**

A. IDENTIFICATION OF COSTS

Identify all costs including expenses to be charged for performing the services necessary to accomplish the objectives of the contract. Submit a fully detailed budget including staff costs and any expenses necessary to accomplish the tasks and to produce the deliverables under the contract. Firms are required to collect and pay Washington state sales tax, if applicable. For licensing and pricing purposes, Proposers should provide cost detail for simultaneous concurrent users or named user licenses.

At a minimum include the following:

1. Hardware, software, professional service fees:
 - a. Software license costs
 - b. Professional services fees for implementation, training, conversion, project management and related services.
 - c. Professional services for integration (specify the integrations required if applicable).
 - d. Project expenses (travel, per diem, etc.).
 - e. Total software/hardware implementation costs.
 - f. SaaS Costs
2. Annual hardware and software maintenance fees.
 - a. Annual operations and maintenance/support costs. If this cost differs over years, please report the cost for each year separately. Please include all third-party services.
 - b. Total on-going maintenance/support cost.
3. Installation and shipping fees.
4. Costs for subcontractors are to be broken out separately.
5. Costs must be identified on the pricing matrix excel worksheet provided.

5. EVALUATION

5.1 EVALUATION PROCEDURE

Responsive Proposals will be evaluated in accordance with the requirements stated in this solicitation and any addenda issued. Evaluation of Proposals shall be accomplished by an evaluation team, to be designated by the City, which will determine the ranking of the Proposals.

The City, at its sole discretion, may elect to select the top-scoring Firms as finalists for an oral presentation.

The RFP Coordinator may contact the Firm for clarification of any portion of the Firm's Proposal.

5.2 EVALUATION WEIGHTING AND SCORING

The following weighting and points will be assigned to the Proposal for evaluation purposes:

Technical Proposal – 35% Project Approach/Methodology Quality of Work Plan Project Schedule / Deliverables Functionality	15 Points (Maximum) 15 Points (Maximum) 10 Points (Maximum) 30 Points (Maximum)	70 points
Management Proposal - 30% Project Team Structure/Internal Controls Staff Qualifications/Experience Experience of the Firm	10 Points (Maximum) 10 Points (Maximum) 40 Points (Maximum)	60 points
Cost Proposal – 35%	70 Points (Maximum)	70 points
GRAND TOTAL FOR WRITTEN PROPOSAL		200 POINTS

5.3 PRESENTATION DEMONSTRATIONS MAY BE REQUIRED

Written submittals and presentation demonstrations, if considered necessary, will be utilized in selecting the winning Proposal. The City, at its sole discretion, may elect to select the top scoring finalists from the written evaluation for a presentation demonstrations and final determination of contract award. Should the City elect to hold presentation demonstrations that may include a community open house and oral interview, it will contact the top-scoring Firm(s) to schedule a date, time and location. Commitments made by the Firm at the oral interview, if any, will be considered binding.

PRESENTATION SCORING:

If there are demonstrations, software will be evaluated on the demonstrated ease of use, look and feel, functionality, etc.

PRESENTATION DEMONSTRATION SCORING:

The scores from the written evaluation and the presentation demonstrations combined together will determine the apparent successful Firm.

5.4 AWARD OF CONTRACT

This RFP does not obligate the City to award a contract.

The City of Spokane reserves the option of awarding this contract in any manner most advantageous for the City. More than one contract may be awarded.

Award of contract, when and if made, will be to the proposer whose Proposal is the most favorable to the City, taking into consideration the evaluation factors. The City Council shall make the award of contract or purchase.

5.5 DEBRIEFING OF UNSUCCESSFUL PROPOSERS

Upon request, a debriefing conference will be scheduled with an unsuccessful Proposer. Discussion will be limited to a critique of the requesting Firm's Proposal. Comparisons between Proposals or evaluations of the other Proposals will not be allowed. Debriefing conferences may be conducted in person or on the telephone.

6. CONTRACT TERMS

6.1 BUSINESS REGISTRATION REQUIREMENT

Section 8.01.070 of the Spokane Municipal Code states that no person may engage in business with the City without first having obtained and currently being the holder of a valid annual business registration or temporary business registration as provided in this chapter. The Firm shall be responsible for contacting the State of Washington Business License Services at <http://bls.dor.wa.gov> or 1-800-451-7985 to obtain a business registration. If the Firm does not believe it is required to obtain a business registration, it may contact the City's Taxes and Licenses Division at (509) 625-6070 to request an exemption status determination.

6.2 ANTI-KICKBACK

No officer or employee of the City of Spokane, having the power or duty to perform an official act or action related to this contract shall have or acquire any interest in the contract, or have solicited, accepted or granted a present or future gift, favor, service or other thing of value from or to any person involved in the contract.

6.3 DISPUTES

This contract shall be performed under the laws of Washington State. Any litigation to enforce this contract or any of its provisions shall be brought in Spokane County, Washington.

6.4 TERMINATION

Either party may terminate this contract by sixty (60) days written notice to the other party.

6.5 NONDISCRIMINATION

No individual shall be excluded from participation in, denied the benefit of, subjected to discrimination under, or denied employment in the administration of or in connection with this Contract because of age, sex, race, color, religion, creed, marital status, familial status, sexual

orientation including gender expression or gender identity, national origin, honorably discharged veteran or military status, the presence of any sensory, mental or physical disability, or use of a service animal by a person with disabilities. The Firm agrees to comply with, and to require that all subcontractors comply with, Section 504 of the Rehabilitation Act of 1973 and the Americans with Disabilities Act, as applicable to the Firm.

6.6 CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION

A certification form will accompany the contract to be signed confirming that, to the best of its knowledge and belief, Firm and its principals;

- a. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal department or agency;
- b. Have not within a three-year period preceding this contract been convicted or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or contract under a public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, receiving stolen property, making false claims, or obstruction of justice;
- c. Are not presently indicted or otherwise criminally or civilly charged by a government entity (federal, state, or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and,
- d. Have not within a three-year period preceding this contract had one or more public transactions (federal, state, or local) terminated for cause or default.

6.7 PAYMENT

Payment will be made via direct deposit/ACH unless otherwise provided by state law. A completed ACH application is required before a City Order will be issued. If the City objects to all or any portion of the invoice, it shall notify the Company and reserves the right to only pay that portion of the invoice not in dispute. In that event, the parties shall immediately make every effort to settle the disputed amount.

6.8 LIABILITY

The Firm shall indemnify, defend and hold harmless the City, its officers and employees from all claims, demands, or suits in law or equity arising from the Firm's negligence or breach or its obligations under the contract. The Firm's duty to indemnify shall not apply to liability caused by the sole negligence of the City, its officers and employees. The Firm's duty to indemnify for liability arising from the concurrent negligence of the City, its officers and employees and the Firm, its officers and employees shall apply only to the extent of the negligence of the Firm, its officers and employees. The Firm's duty to indemnify shall survive termination or expiration of the contract. The Firm waives, with respect to the City only, its immunity under RCW Title 51, Industrial Insurance.

6.9 INSURANCE COVERAGE

During the term of the contract, the Firm shall maintain in force at its own expense, each insurance coverage noted below:

- A. Worker's Compensation Insurance in compliance with RCW 51.12.020, which requires subject employers to provide workers' compensation coverage for all their subject workers and Employer's Liability Insurance in the amount of \$1,000,000; and
- B. General Liability Insurance on an occurrence basis, with a combined single limit of not less than \$1,000,000 each occurrence for bodily injury and property damage. It shall include contractual liability coverage for the indemnity provided under this contract. It shall provide that the City, its officers and employees are additional insureds, but only with respect to the Firm's services to be provided under this contract; and
- C. Automobile Liability Insurance with a combined single limit, or the equivalent of not less than \$1,000,000 each accident for bodily injury and property damage, including coverage for owned, hired and non-owned vehicles.
- D. Professional Liability Insurance with a combined single limit of not less than \$1,000,000 each claim, incident or occurrence. This is to cover damages caused by the error, omission, or negligent acts related to the professional services to be provided under this contract. The coverage must remain in effect for at least three [3] years after the contract is completed.

There shall be no cancellation, material change, reduction of limits or intent not to renew the insurance coverage(s) without forty-five (45) days written notice from the Firm or its insurer(s) to the City.

As evidence of the insurance coverages required by this contract, the Firm shall furnish acceptable insurance certificates to the City at the time it returns the signed contract. The certificate shall specify all of the parties who are additional insured, and include applicable policy endorsements, and the deductible or retention level, as well as policy limits. Insuring companies or entities are subject to City acceptance and must have a rating of A- or higher by Best. Copies of all applicable endorsements shall be provided. The Firm shall be financially responsible for all pertinent deductibles, self-insured retentions, and/or self-insurance.

7. REQUIREMENTS

The Technical Requirements Table (below) and the attached Compliance Matrix excel workbook are categorized by various required and desired features. The Compliance Matrix and Technical Requirements Table will be used to determine the compatibility of the Firm's software to the requirements of the Paid Parking Equipment System. In the 'Firm Response' column, please enter the response to the requirement based upon the possible responses contained in the table. An omitted response or a deviation from the alpha responses provided will be construed to be a "NO" – not supported and/or is not provided as part of the Proposal. If you need to add any comments to further clarify your response, please do so in the column specified (if additional space is required, please attach any necessary documentation and index appropriately).

NOTE: It is not expected that the proposed solution will be able to provide all of the functionalities specified in the table. However, during the Proposal's review this will be used to evaluate each Firm's product and will facilitate in the selection of the software that best meets the City of Spokane's needs.

#	Technical Requirements	Firm Response	Comments, Explanation and/or Clarification
General Firm Credentials			
1	Firm has significant Public Sector market presence - provide number of customer implementations.		
2	Firm has a service support center (support and implementation personnel only) dedicated to the proposed product?		
Licensing			
1	Describe your licensing (user, application and database) for Hosted, SaaS or On Premises.		
Project Implementation and Training Plan			
1	The Firm shall include a typical timeline with this Proposal including major milestones for tasks and subtasks, dates and both Firm and customer resources.		
2	Include a description of your overall approach to each of the following task areas (if applicable):		
	a) System Installation		
	b) System configuration		
	c) Data Conversion		
	d) Training (A sample of training materials & documentation should be included)		
	e) Test planning and execution		
	f) System interface design and support		
	g) System roll-out, procedures, and support		
3	Please describe your current project management methodology.		
Support			
1	The City of Spokane expects that annual support will include all updates, enhancements and training to the proposed solution. Describe how your solution meets this requirement.		
2	Describe your ongoing user support, including whether you provide a service call desk, procedures for handling different types of calls, ability to prioritize critical calls, and ability to respond to calls within a reasonable time period.		
3	Describe your escalation process for issues that are not resolved during initial call.		
4	The City of Spokane prefers a response from the service desk to non-emergency calls within four (4) hours and a response to critical calls (delay in work or loss of data due to system failure) within 1 hour. Provide validation of this capacity.		
5	Describe how problems and/or bugs are reported, fixes developed, and status tracked for the proposed system.		
6	Describe your process for receiving, evaluating, and implementing requests for enhancements to the proposed system post implementation.		

7	Live support is available for any issues Monday – Friday, 8am – 5pm (PST), or other reasonable timeframe during typical business hours. Please provide SLA agreements.		
8	Describe customer communications processes that announce service outages, bug fixes, updates, known issues, EOL dates, etc.		
9	Describe account and support management methodology if provided such as dedicated resources included in cost or available at extra cost, onsite vs. remote meetings, regularly scheduled meetings vs. as needed, etc.		
General System Specifications			
1	City of Spokane staff does not have administrative rights to install or upgrade applications and plug-ins on their computers. Describe any and all components that must be installed locally on a client machine, including Internet Explorer and Office plug-ins. Describe your support for packaging these components, if any, for automated installation.		
2	Internally, the City of Spokane has standardized on a Microsoft desktop platform: Windows operating system, Office suite, and Internet Explorer browser. The selected application Firm is expected to support all features and functionality within this environment. List versions currently supported by your product and describe your policy for adopting new versions of these products.		
3	City of Spokane requires the solution be compatible with multiple modern internet browsers for customer access via various platforms such as smart phones, tablets, desktops, etc. List the browsers and their versions(s) that your system currently supports and describe any functionality restrictions and limitations with your solution.		
4	Any on premise components of the proposed solution must work in the city's current technical environment. If Proposal includes an on premise technology component, please describe the components that would be on premise and the environments supported/required. Include networking components and configurations required to support the proposed solution. If applicable, also describe any remote access to the city's network that your staff requires for implementation and/or ongoing support.		
5	Role Based Access Control (RBAC) allows the System Administrator to create user "profiles" that allow and grant user security rights to various functions of the system. Individuals or groups can also be given read/write or read-only access to the function, where applicable. Each user can be attached to a specific profile that gives them all the rights of the particular group. Describe how your system provides RBAC management and the level of granularity.		
Network Requirements			
1	Specify maximum allowed latency requirements		
2	Specify the typical amount of network traffic generated by this application in Mbps		
3	Specify the minimum network bandwidth required for each client installation in Mbps		

4	Specify all network ports that will need to be opened for both clients and network firewalls.		
5	Specify all public IP addresses that will need to be accessed by clients or servers.		
6	Specify any special IP address or protocol requirements for server or client PCs		
7	Specify remote access requirements and identify remote access users/equipment		
8	Specify physical switch port count requirements and port speed		
9	Specify any special network design requirements		
10	Specify if there are any QOS requirements		
11	Specify any telephony requirements analog and or IP		
12	Specify any wireless access requirements		
13	Specify fiber or ethernet cabling requirements		
14	Specify power requirements for all new equipment		
15	Identify any certificate requirements		
Third Party Contracting			
1	Identify any/all 3rd party subcontractors and/or cloud service providers you contract with for your solution.		
2	If using 3rd party subcontractors and/or cloud service providers describe the agreements you have with them for system security, business continuance, backup and restoration services, system availability, maintenance windows, hours of support, and penalties for violating prescribed uptime.		
Upgrades			
1	Describe your typical average upgrade schedule (frequency of version releases, patches, length of time to implement, notification process) and documentation provided.		
2	Describe your notification practices for:		
	a) Planned outages		
	b) Changes to the application and/or database		
	c) Unplanned outages		
	d) Product sunset		
3	Describe any test or “sandbox” environments you would provide to the City of Spokane.		
4	Describe typical upgrade effort (downtime, level of difficulty, length of time to upgrade/update)		
Communications and Operations Management			
1	Are there documented procedures for securing and hardening IT infrastructure components (e.g. network devices, servers, operating systems, databases, etc.)?		
2	Are audit trails and logs maintained for network/system/application events to support monitoring or incident research and, if so, for what length of time?		

3	Is there a vulnerability management program, which includes security patches or updates being regularly reviewed and applied to IT infrastructure components (e.g. network devices, servers, operating systems, databases, etc.)?		
4	Is traffic to/from the Internet (e.g. e-mail, web browsing) subject to malicious code scanning and data leakage prevention?		
5	Is there a Network Intrusion Detection/Prevention System with 24x7 monitoring, alerting, and handling?		
6	Is all City of Spokane data encrypted while in storage and in transit (over the Internet or unsecure networks)?		
7	Is City of Spokane data ever stored on non-company managed equipment?		
Public Records			
1	What is the procedure to retrieve bulk data in response to a PRR?		
Risk Assessment and Treatment			
1	Is there a risk assessment program in place?		
2	Is there a process to monitor, track, and remediate all identified risks on an ongoing basis?		
Security Policy			
1	Is there an information security policy?		
2	Have information security policies been reviewed in the last 12 months?		
3	Is there an Acceptable Use Policy for employees, contractors, temporary staff, etc.?		
4	Is the information security policy communicated to constituents?		
Organizational Security			
1	Is there an individual or group responsible for security within the organization?		
2	Are contacts with information security special interest groups, specialist security forums, or professional associations maintained?		
3	Has an independent third-party review of the information security program been conducted in the last 12 months?		
4	Does management require the use of confidentiality or non-disclosure agreements with external parties (including Vendors or Suppliers)?		
5	Is access to City of Spokane data (or the processing facilities hosting such data) provided to external parties?		
6	Is the penetration testing conducted by a 3rd party?		

7	Are suitable tests of systems and applications carried out during development and prior to acceptance?		
8	Are anti-virus products used and configured with daily definition updates?		
9	Are backups of systems and data performed periodically (e.g. weekly)?		
10	Is backup media stored offsite in a trusted facility?		
11	Is City of Spokane data isolated from other customer systems/data and secured to prevent unauthorized logical or physical access?		
12	Are there documented procedures for securing and hardening IT infrastructure components (e.g. network devices, servers, operating systems, databases, etc.)?		
13	Are firewalls used to segment network zones and terminate connections to external networks?		
14	Are audit trails and logs maintained for network/system/application events to support monitoring or incident research?		
15	Is there a vulnerability management program, which includes security patches or updates being regularly reviewed and applied to IT infrastructure components (e.g. network devices, servers, operating systems, databases, etc.)?		
16	Is traffic to/from the Internet (e.g. e-mail, web browsing) subject to malicious code scanning and data leakage prevention?		
17	Is there a Network Intrusion Detection/Prevention System with 24x7 monitoring, alerting, and handling?		
18	Is there an approval process to use wireless network devices?		
19	Are wireless connections encrypted?		
20	Is all City of Spokane data encrypted while in storage and in transit (over the Internet or unsecure networks)?		
21	Is there a policy that addresses the use and management of removable media? (e.g., CDs, DVDs, backup tapes, USB drives, etc.)?		
22	Is sensitive data on removable media, including backup tapes, encrypted?		
23	Is City of Spokane data ever stored on non-company managed equipment?		
24	Are desktops/laptops/mobile devices "managed" and configured with a minimum build including security software (e.g. host firewall, disk encryption, etc.)?		
Access Control			
1	Are privileged accounts (administrator, super-user, etc.) controlled and reviewed?		

2	For systems which touch City of Spokane data, is there a separation of duties process in place for approving and implementing access with sponsorship and duration documented?		
3	Are user access paths set up on a predefined role-based need-to-know basis (e.g., only the operators working on City of Spokane's project have access to City of Spokane's information and systems)?		
4	Are there formal procedures to add, delete and modify user accounts and access, assign to role and audit compliance against current user list?		
5	Do policies require access controls be in place on applications, operating systems, databases, and network devices to ensure users have least privilege?		
6	Are unique user IDs used for access?		
7	Is there a process to grant and approve access to systems processing, storing, or transmitting City of Spokane data?		
8	Is there a process to recertify access on a periodic basis (including privileged accounts e.g. administrator, super user, etc.)?		
9	Are passwords required to access systems processing, storing, or transmitting City of Spokane data?		
10	Do remote access communications into the environment occur over an encrypted tunnel (e.g. IPSec, SSL VPN, etc.)?		
11	Is multi-factor authentication required for remote access?		

Systems Acquisition Development & Maintenance

1	Is there a Software Development Life Cycle (SDLC) process, which includes security requirements and tollgates?		
2	Is access to production code and program source libraries based on the principle of least privilege?		
3	Are change control procedures required for all changes to the production environment?		
4	Is City of Spokane data ever used in the development, staging, or testing/QA environments?		
5	Are source code reviews (e.g. input validation) performed on applications, including those processing City of Spokane data?		
6	Are penetration tests and vulnerability assessments performed against external/Internet-facing systems and applications?		
7	Do developers receive targeted security training and are they made aware of vulnerabilities through periodic metrics reporting?		
8	Does the SDLC process include security requirements gathering, implementation, and verification tollgates before acceptance into production?		

9	Does the development process follow OWASP standards for building secure applications including international security review?		
10	For environments being used for City of Spokane data, do you have an external source code review of all major applications revisions to the environment (SQL injection, cross-site scripting, and security weaknesses, not QA)?		
11	Do developers regularly receive detailed coding and design training in application security?		
Incident Event and Communications Management			
1	Is there an Incident Response process (including IT security breaches) that is reviewed annually?		
2	Is there an Incident / Event Response team with defined roles and responsibilities?		
3	Is there a process to notify City of Spokane of incidents/events, including the sharing of relevant documentation (e.g. issues, root cause analyses, outcomes, and remediation)?		
Business Continuity & Disaster Recovery			
1	Is there a documented policy for business continuity and disaster recovery?		
2	Is the capacity at the recovery location reviewed on a regular basis to ensure that adequate capacity is available in the event of a disaster?		
3	Does the product or service in question have an assured business continuity capability?		
4	Does the recovery strategy assure the continued maintenance of the service level agreements?		
5	Does the Business Continuity and/or Disaster Recovery plan address notification to City of Spokane when incidents occur?		
6	Are alternate facilities (e.g. data centers, office locations, etc.) used?		
Compliance			
1	Are there requirements to comply with any legal, regulatory or industry requirements, etc.?		
2	Are audits performed to ensure compliance with any legal, regulatory or industry requirements?		
3	Is there a records retention policy?		
4	Is there an independent audit function within the organization?		
Privacy			
1	Is there an individual in the organization who is responsible for privacy?		

2	Do the policies and procedures include appropriate safeguards to ensure compliance with applicable privacy laws, including cross-border transfers of targeted privacy data?		
3	Is there a documented data flow for targeted privacy data for each jurisdiction?		
4	Does the organization control or own the delivery of Privacy Notices to customers?		
5	Are there documented policies or procedures to ensure targeted privacy data is only collected, stored and used for the purposes for which it was collected?		
6	Are there written procedures to process data protection authorities / regulators' complaints, if required?		
7	Are there documented procedures to notify customers (City of Spokane included) whose sensitive or personal information has been breached, as required by policy, practice or applicable privacy laws?		
8	Is there internal monitoring for compliance with Privacy Policies and procedures?		
9	Is on-boarding privacy training provided for all employees, contractors, temporary staff, etc.?		
SaaS Providers			
1	Are logins and communications secured with encryption? (HTTPS, SFTP, etc)		
2	Are data transfers secured with encryption (HTTPS, SFTP, etc)		
Vendors connecting to City of Spokane			
1	Vendor devices accessing City of Spokane networks are secured with at least the minimum required software (Antivirus, etc)		
2	Verify no personal devices will connect to the City of Spokane network, only authorized Vendor owned devices.		
3	Site to site tunnels are encrypted and mask both the Vendor and City of Spokane networks with NATing		
4	Will communication over the VPN or tunnel be limited to only the systems necessary to transfer data and/or service the projects at City of Spokane		

8. PUBLIC WORKS REQUIREMENTS

8.1 PUBLIC WORKS OPTION REQUIREMENTS

Option B scope of work for this project as identified in Attachment B - Pricing Matrix/Cost Proposal constitutes a public work under state law. Option B is subject to Washington State Prevailing Wage Rates. Proposers are warned to take into consideration statutory legal requirements, particularly, the payment of prevailing wages, payment/performance bonds and sales tax implications in making their Proposal for Option B. This option may be considered separately for inclusion in award. This option may be self-performed by the City.

8.2 RECIPROCAL PREFERENCE FOR RESIDENT CONTRACTORS

- A. In accordance with RCW 39.04.380 effective *March 30, 2012* the City of Spokane is enforcing a Reciprocal Preference for Resident Contractors. Any public works bid received from a nonresident contractor from a state that provides an in-state percentage bidding preference, a comparable percentage disadvantage must be applied to the bid of that nonresident contractor. A nonresident contractor from a state that provides a percentage bid preference means a contractor that: a) is from a state that provides a percentage bid preference to its resident contractors bidding on public works contracts; and b) at the time of bidding on a public works project, does not have a physical office located in Washington.
- B. The state of residence for a nonresident contractor is the state in which the contractor was incorporated or, if not a corporation, the state where the contractor's business entity was formed. All nonresident contractors will be evaluated for out of state bidder preference. If the state of the nonresident contractor provides an in-state contractor preference, a comparable percentage disadvantage will be applied to their bid prior to contract award.
- C. This section does not apply to public works procured pursuant to RCW 39.04.155, 39.04.280, or any other procurement exempt from competitive bidding.

8.3 BIDDER/PROPOSER RESPONSIBILITY (MANDATORY)

Before award of the Public Works portion of the contract, the Bidder/Proposer must meet the following mandatory proposer responsibility criteria to be considered a responsible Bidder/Proposer. The Bidder/Proposer may be required by the Owner to submit documentation demonstrating compliance with the criteria. The Bidder/Proposer also must verify responsibility criteria for each first tier subcontractor and a subcontractor of any tier that hires other subcontractors must verify the responsibility criteria listed in RCW 39.04.350(1) for each of its subcontractors. The Proposer must:

- A. Have a current certificate of registration as a contractor in compliance with chapter 18.27 RCW, which must have been in effect at the time of Proposal submittal;
- B. Have a current Washington Unified Business Identifier (UBI) number;

- C. If applicable:
- 1) Have Industrial Insurance (workers' compensation) coverage for the Proposer's employees working in Washington, as required in title 51 RCW;
 - 2) Have a Washington Employment Security Department number, as required in title 50 RCW;
 - 3) Have a Washington Department of Revenue state excise tax registration number, as required in title 82 RCW.
- D. Not be disqualified from bidding on any public works contract under RCW 39.06.010 or 39.12.065(3).
- E. If bidding on a public works project subject to the apprenticeship utilization requirements in RCW [39.04.320](#), not have been found out of compliance by the Washington state apprenticeship and training council for working apprentices out of ratio, without appropriate supervision, or outside their approved work processes as outlined in their standards of apprenticeship under chapter [49.04](#) RCW for the one-year period immediately preceding the date of the bid solicitation; and
- F. As of July 1, 2019, have fulfilled the Department of Labor and Industries' Public Works and Prevailing Wage Training Requirement before bidding and/or performing work on public works projects under RCW 39.04.350 and RCW 39.06.020 by either of the following:
- 1) Received training on the requirements related to public works and prevailing wage under chapter RCW 39.04.350 and chapter 39.12; or
 - 2) Be certified exempt by the Department of Labor and Industries by having completed three or more public work projects and have a had a valid business license in Washington for three or more years.
- G. In accordance with RCW 39.06.020, the Contractor must verify responsibility criteria for each first tier subcontractor, and a subcontractor of any tier that hires other subcontractors must verify responsibility criteria for each of its subcontractors. Verification shall include that each subcontractor, at the time of subcontract execution, meets the responsibility criteria listed in RCW [39.04.350](#)(1) and possesses an electrical contractor license, if required by chapter [19.28](#) RCW, or an elevator contractor license, if required by chapter [70.87](#) RCW. This verification requirement, as well as the responsibility criteria, must be included in every public works contract and subcontract of every tier.
- H. These verification requirements and responsibility criteria must be included in any subcontract at every tier for the public works project.**

8.4 CONTRACTOR REGISTRATION

The City is prohibited from executing a contract with a contractor who is not registered or licensed as required by state law.

8.5 PREVAILING WAGE – LOCAL AND STATE ASSISTED CONTRUCTION

A. The prevailing rate of wages to be paid to all workmen, laborers or mechanics employed in the performance of any part of this contract shall be in accordance with the provisions of Chapter 39.12 of the Revised Code of Washington (RCW) and the rules and regulations of the Washington State Department of Labor and Industries. The schedule of prevailing wage rates for the locality or localities where this contract will be performed will be determined by the Industrial Statistician of the Department of Labor and Industries.

B. The State of Washington prevailing wage rates applicable for this public works project, which is located in Spokane County, may be found at the following website address of the Department of Labor and Industries:

<https://fortress.wa.gov/lni/wagelookup/prvWagelookup.aspx>.

Based on the bid submittal deadline for this project, the applicable effective date for prevailing wages for this project is Monday, December 23, 2019. Upon request, the Owner will mail a hard copy of prevailing wages for this project.

C. As the successful bidder and its subcontractors will be held responsible for paying the prevailing wages, it is imperative that all contractors familiarize themselves with the current wage rates before submitting bids based on these specifications.

D. Questions about current prevailing wage data may be directed to the City of Spokane Office of Contract Administration/Compliance, (509) 625-6032 or Washington State Department of Labor and Industries, (509) 324-2586.

E. If apprentices are to be used, they must be registered with the State Apprenticeship Council; otherwise, they are to be paid prevailing journeyman wages.

8.6 NON-COLLUSION

The Proposer by submitting their Proposal certifies that the Firm has not, directly or indirectly, entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free competitive bidding in connection with the project for which this bid proposal is submitted.

The Proposer by submitting their Proposal certifies that, within the three-year period immediately preceding the Request for Proposal solicitation date for this Project, the Firm is not a “willful” violator, as defined in RCW 49.48.082, of any provision of chapters 49.46, 49.48, or 49.52 RCW, as determined by a final and binding citation and notice of assessment issued

by the Department of Labor and Industries or through a civil judgment entered by a court of limited or general jurisdiction.

8.7 PUBLIC WORK GUARANTEE

The Firm guarantees all work, labor and materials for the public works portion (Option B) for one (1) year following final acceptance of the Work. If any unsatisfactory condition or defect develops within that time, the Firm shall immediately place the Work in a satisfactory condition and repair all damage caused by the condition or defects at its sole expense. This guarantee does not apply to Work which has been abused or neglected by the Owner. This guarantee shall be separate from and in addition to any more extensive warranty requirements specified for certain elements and products used in the Work.

AGENDA ITEM PROCESSING SHEET

PLEASE FILL IN AS MUCH INFORMATION AS POSSIBLE – IF YOU NEED ASSISTANCE PLEASE CONTACT THE ADMIN GROUP

City Council Meeting Date: August 2, 2021

Submitting Dept: Other: Emergency Management, via Mayors office

Name of Staff Member Presenting to Council: Sarah Nuss Ext. 435-7026

Agenda Item Type: Contract Item

Agenda Item Name: DEM Interlocal Agreement Contract

Agenda Wording (250 Character Max): 0320 – DEM Interlocal Agreement

Summary Background (500 Character Limit): Since 1979, the Inland Northwest regional emergency management (EM) system has been a cooperative joint emergency management organization. In this system, municipal jurisdictions within Spokane County contract with the Spokane County Department of Emergency Management (SCEM) to be a part of the Spokane Regional Joint Emergency Management Organization. This has been achieved through a series of resolutions and interlocal agreements (ILAs), the most recent of which was signed in 2012. From 1979-2019, the City of Spokane (COS) contracted (via ILA) with SCEM, meeting the statutory requirements set out in the Revised Code of Washington (RCW) chapter 38.52 and the Washington Administrative Code (WAC) chapter 118-30. Effective 31-December 2019, the City of Spokane withdrew from the omnibus ILA for services under the Spokane Regional Joint Emergency Management Organization. This withdrawal leaves the COS liable for potential litigation during and following disaster or emergency incidents because the COS is operating outside of RCW and WAC. However, this risk can be resolved if the COS takes immediate action to achieve a local emergency management organization designation through rejoining the Spokane Regional Joint Emergency Management Organization. Adopting the ILA for services with SCEM brings the City of Spokane into compliance with requirements set out in the RCW 38.52 and WAC 118-30.

Lease? Yes ☐ No ☒

Grant Related? Yes ☐ No ☒

Public Works Related? Yes ☐ No ☒

Fiscal Impact: Neutral

If Revenue or Expense: \$72,360.60 (expense)

0020-88200-25600-54261-99999

Council Notifications: PSCH Committee, 7/12/21

City Council Sponsor: CM Lori Kinnear

Any Additional Approvals Required: N/A

Distribution List: We add the Submitter, Department Head, and Division Head to all agenda submittals.

Submitter: Sarah Nuss, snuss@spokanecity.org Division Head: Johnnie Perkins
jperkins@spokanecity.org

**PLEASE PROVIDE DOCUMENTS (ELECTRONIC IF AVAILABLE) THAT NEED TO BE
SUBMITTED WITH THE AGENDA ITEM**

INTERLOCAL AGREEMENT FOR EMERGENCY MANAGEMENT SERVICES

THIS INTERLOCAL AGREEMENT FOR EMERGENCY MANAGEMENT SERVICES (the "Agreement") is made and entered into this ____ day of July, 2021, by and between SPOKANE COUNTY, a political subdivision of the State of Washington (the "County"), and the CITY OF SPOKANE, a municipal corporation of the State of Washington (the "City" or the "Town") (individually "Party" and collectively "Parties") pursuant to the Interlocal Cooperation Act, Chapter 39.34 RCW.

RECITALS

A. The County has established Spokane County Emergency Management (hereinafter "SCEM") as an emergency management agency within the Spokane County Sheriff's Office pursuant to Chapter 1.08 SCC.

B. The County, acting through SCEM, operates as a local organization for emergency management in accordance with relevant comprehensive emergency management plans and programs pursuant to Chapter 38.52 RCW.

C. The City and the County have previously contracted for coordinated emergency management services through a series of Interlocal Agreements for Emergency Management Services, most recently dated July 17, 2012.

D. The coordinated emergency management services that SCEM provides, augment, but do not supplant, the City's responsibilities and obligations under Chapter 38.52 RCW.

E. The County and City believe that it is in the public interest to provide coordinated emergency management services as provided herein.

AGREEMENT

NOW, THEREFORE, in consideration of the respective agreements set forth below and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the County and the City agree as follows:

1. Purpose of Agreement.

This Agreement is authorized by and entered into pursuant to Chapter 39.34 RCW. The purpose and intent of this Agreement is to provide an economical mechanism for administration and coordination of County and City emergency management programs, generally to protect the public peace, health, and safety and to preserve the lives and property of the people of the County and City.

2. Effective Date and Duration.

This Agreement shall not take effect unless and until it has been duly executed by both Parties and filed with the County Auditor. The term of this Agreement is three (3) years; and the Agreement shall remain in effect through midnight December 31, 2023, unless earlier terminated pursuant to the provisions of Section 12 below, and the term of this Agreement may be extended or renewed for up to one (1) additional three (3) year term, upon the City providing the County written notice on or before March 30, 2023. The County shall in writing approve or reject the extension or renewal within thirty (30) days of receiving notice of intent to extend or renew; PROVIDED FURTHER, that each Party's obligations after December 31, 2020, are contingent upon local legislative appropriation of necessary funds for this specific purpose in accordance with applicable law. In the event that funds are not appropriated for this Agreement, then this Agreement shall terminate as of the last fiscal year for which funds are appropriated. The Party shall notify the other Party in writing of any non-allocation of funds at the earliest possible date.

3. Administrators.

Each Party to this Agreement shall designate an individual (an "Administrator"), who may be designated by title or position, to oversee and administer such Party's participation in this Agreement. The Parties' Initial Administrators shall be the following individuals:

County's Initial Administrator:

Chandra Fox, Deputy Director
Spokane County Emergency
Management
1121 W Gardner Ave
Spokane, WA 99201

City's Initial Administrator:

Sarah Nuss, Director of
Emergency Management
City of Spokane, Office of the
Mayor
808 W Spokane Falls Blvd
Spokane, WA 99201

Either Party may change its Administrator at any time by delivering written notice of such Party's new Administrator to the other Party.

4. Emergency Management Services.

The County shall provide emergency management services, as described herein, to the City during the term of this Agreement in accordance with Chapter 38.52 RCW. The County will endeavor to provide the Services as described in its comprehensive emergency management plan and in Schedule A, attached hereto and incorporated herein. At its option, the City may elect to receive any or all of the additional services described in Schedule D, which is attached hereto and incorporated herein, upon at least 30 days written notice provided to the County and subject to the availability of County resources. All Services shall be provided without warranty of any kind, including, but not limited to, the sufficiency or adequacy of the actions of the Parties in response to an emergency or disaster. The City shall remain responsible for the provision of all those services identified in Schedule B, attached hereto, as well as any other services the City is

otherwise required by law to perform.

5. Emergency Management Policy Board.

The City shall be entitled during the term of this Agreement to voting representation on the SCEM Emergency Management Policy Board established by SCC 1.08.030. The duties of the Policy Board are set forth in SCC 1.08.030, as it now exists or is hereafter amended.

6. Independent Contractor.

The County will perform all Services under this Agreement as an independent contractor and not as an agent, employee, or servant of the City. The County shall be solely responsible for control, supervision, direction and discipline of its personnel, who shall be employees and agents of the County and not the City. The County has the express right to direct and control the County's activities in providing the Services in accordance with the specifications set out in this Agreement. The City shall only have the right to ensure performance.

7. Compensation.

7.1 Annual Service Charge. The City shall pay an Annual Service Charge to the County. Beginning January 1, 2021, and as adjusted annually each January 1 thereafter, the Annual Service Charge shall be a per capita rate based on: 1) SCEM's proposed General Fund budget, minus funding for the Deputy Director, and; 2) the City's population number from the annual Office of Financial Management (OFM) *Estimate for Population of Cities, Towns and Counties Used for Allocation of Selected State Revenues State of Washington*, the 2020 version of which attached hereto and incorporated herein at Schedule C. By July 15 of each year, the County shall issue a revision to Schedule C to reflect changes to the City's population number from the annual Office of Financial Management (OFM) *Estimate for Population of Cities, Towns and Counties Used for Allocation of Selected State Revenues State of Washington* and the resulting Annual Service Charge for the subsequent year. For 2021, the Annual Service Charge shall be set at a rate of \$0.89 per capita. The County agrees to pay the annual service charge assigned to cities and towns that have a population of less than 1,000.

At the end of each calendar year, using the population methodology and actual SCEM costs plus Countywide and Sheriff's Department Indirect Costs from the Law Enforcement Cost Allocation Plan, the County will re-compute each City's actual cost share. Annual adjustments will be made on or before October 31st of each year based on actual expenditures for the previous year.

7.2 Invoicing. The Annual Service Charge includes the services described in this Agreement's Schedule A, and reasonable operation and maintenance costs for which there will be no separate billing. The County shall invoice the City or its designee for the Annual Service Charge for all services performed by the County. The City shall be responsible for complete and timely payment of all amounts invoiced regardless of whether the City opts to participate in the invoiced services. Invoices will be sent quarterly or on any other schedule that is mutually convenient to the Parties. Payment of the Annual Service Charge is due and payable in quarterly

installments on January 31, April 30, July 31, and October 31.

73 **Additional Services.** If a City elects to receive additional service(s) as described in Schedule D, one half of the cost of additional service(s) shall be added to the quarterly invoice after the City notifies SCEM and the remaining half shall be added to the quarterly invoice that follows the delivery of the additional service(s).

74 **Homeland Security and Emergency Management Performance Grants.** The Parties acknowledge the importance of sustaining SCEM staff currently funded by federal grants. In the event that SCEM receives notice of cuts to federal grants that may jeopardize SCEM's ability to fulfill the Services outlined in this Agreement, the County agrees to notify the City within 15 days of receipt of notice of such cuts from proponent of the federal grant. Following such notification, the Parties agree to reassess the Services and Annual Service Charge. The City agrees that by entering into this Agreement, it will forego applying for Emergency Management Performance Grant (EMPG) monies.

8. Hold Harmless and Indemnification.

Except in those situations where the Parties have statutory or common law immunity for their actions and/or inactions and to the extent permitted by state law, and for the limited purposes set forth in this Agreement, each Party shall protect, defend, hold harmless and indemnify the other Party, its officers, elected officials, agents and employees, while acting within the scope of their employment as such, from and against any and all claims (including demands, suits, penalties, liabilities, damages, costs, expenses, or losses of any kind or nature whatsoever including attorney's fees) arising out of or in any way resulting from such Party's own negligent acts, errors, or omissions or willful misconduct related to such Party's participation and obligations under this Agreement. Each Party agrees that its obligations under this subsection extend to any claim, demand, and/or cause of action brought by or on behalf of any of its employees or agents. For this purpose, each Party, by mutual negotiation, hereby waives, with respect to the other Party only, any immunity that would otherwise be available against such claims under the industrial insurance act provisions of Title 51 RCW.

9. Privileges and Immunities.

Whenever the employees of the County or the City are rendering outside aid pursuant to the authority contained in RCW 38.52.070 and 38.52.080(1), such employees shall have the same powers, duties, privileges, and immunities as if they were performing their duties in the County or the City in which they are normally employed. Nothing in this Agreement shall affect any other power, duty, right, privilege, or immunity afforded the County or the City in Chapter 38.52 RCW.

10. Liability Related to City Ordinances, Policies, Rules and Regulations.

In executing this Agreement, the County does not assume liability or responsibility for or in any way release the City from any liability or responsibility which arises in whole or in part from the existence or effect of City ordinances, policies, rules or regulations. If any cause, claim, suit,

action or administrative proceeding is commenced in which the enforceability and/or validity of any such City ordinance, policy, rule or regulation is at issue, the City shall defend the same at its sole expense and, if judgment is entered or damages are awarded against the City, the County, or both, the City shall satisfy the same, including all chargeable costs and reasonable attorney's fees.

11. Compliance with Laws.

In the performance of its obligations under this Agreement, each Party shall comply with all applicable federal, state, and local laws, rules and regulations.

12. Early Termination.

Either Party may terminate this Agreement, with or without cause, upon written notice to the other Party by no later than March 30 of the year of termination. Termination pursuant to this Section 12 will become effective on December 31 of the calendar year in which the termination notice is given.

13. Dispute Resolution.

In the event differences between the parties should arise over the terms and conditions or the performance of this Agreement, the parties shall use their best efforts to resolve those differences on an informal basis. If those differences cannot be resolved informally, the matter shall be referred for mediation to a mediator mutually selected by the parties. If mediation is not successful, either of the parties may institute legal action for specific performance of this Agreement or for damages.

14. Notices.

All notices required to be given by any Party to the other Party under this Agreement shall be in writing and shall be delivered either in person, by United States mail, or by electronic mail (email) to the applicable Administrator or the Administrator's designee. Notice delivered in person shall be deemed given when accepted by the recipient. Notice by United States mail shall be deemed given as of the date the same is deposited in the United States mail, postage prepaid, and addressed to the Administrator, or their designee, at the addresses set forth in Section 3 of this Agreement. Notice delivered by email shall be deemed given as of the date and time received by the recipient.

15. Performance.

Time is of the essence of the Agreement in each and all of the provisions and scope of services in which performance is a factor.

16. Entire Agreement; Amendment.

This Agreement constitutes the entire agreement between the Parties regarding the subject matter hereof, and supersedes any and all prior oral or written agreements between the Parties regarding the subject matter contained herein. This Agreement may not be modified or amended in any manner except by a written document executed with the same formalities as required for this Agreement and signed by the Party against whom such modification is sought to be enforced.

17. Conflicts between Attachments and Text.

Should any conflicts exist between any attached exhibit or schedule and the text or main body of this Agreement, the text or main body of this Agreement shall prevail.

18. Governing Law and Venue.

This Agreement shall be governed by and enforced in accordance with the laws of the State of Washington. The venue of any action arising out of this Agreement shall be in the Superior Court of the State of Washington, in and for Spokane County. In the event that a lawsuit is instituted to enforce any provision of this Agreement, the prevailing Party shall be entitled to recover all costs of such a lawsuit, including reasonable attorney's fees.

19. Interpretation.

This Agreement and each of the terms and provisions of it are deemed to have been explicitly negotiated by the Parties, and the language in all parts of this Agreement shall, in all cases, be construed according to its fair meaning and not strictly for or against either of the Parties hereto. The captions and headings in this Agreement are used only for convenience and are not intended to affect the interpretation of the provisions of this Agreement. This Agreement shall be construed so that wherever applicable the use of the singular number shall include the plural number, and vice versa, and the use of any gender shall be applicable to all genders.

20. Severability.

If any provision of this Agreement or the application thereof to any person or circumstance shall, for any reason and to any extent, be found invalid or unenforceable, the remainder of this Agreement and the application of that provision to other persons or circumstances shall not be affected thereby, but shall instead continue in full force and effect, to the extent permitted by law.

21. No Waiver.

Failure by either Party at any time to require performance by the other Party under this Agreement or to claim a breach of any provision of this Agreement shall not be construed as affecting any subsequent breach hereof or the right to require performance or affect the ability to claim a breach with respect hereto.

22. No Assignment.

This Agreement shall not be assigned, either in whole or in part, by either Party without the express written consent of the other Party, which may be granted or withheld in such Party's sole discretion. Any attempt to assign this Agreement in violation of the preceding sentence shall be null and void and shall constitute a default under this Agreement.

23. Warranty of Authority.

Each of the signatories hereto warrants and represents that he or she is competent and authorized to enter into this Agreement on behalf of the Party for whom he or she purports to sign this Agreement.

24. No Joint Venture.

Nothing contained in this Agreement shall be construed as creating any type or manner of partnership, joint venture or other joint enterprise between the Parties.

25. No Separate Entity Necessary.

The Parties agree that no separate legal or administrative entities are necessary to carry out this Agreement.

26. Ownership of Property.

Except as expressly provided to the contrary in this Agreement, any real or personal property used or acquired by either Party in connection with its performance under this Agreement will remain the sole property of such Party, and the other Party shall have no interest therein.

27. No Third Party Beneficiaries.

This Agreement and each and every provision hereof is for the sole benefit of the City and the County. No other persons or Parties shall be deemed to have any rights in, under or to this Agreement.

28. Execution in Counterparts.

This Agreement may be executed in two or more counterparts, each of which shall constitute an original and all of which shall constitute one and the same agreement.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the date first above written.

COUNTY:

BOARD OF COUNTY COMMISSIONERS
OF SPOKANE COUNTY, WASHINGTON

JOSH KERNS, CHAIR

MARY L. KUNEY, VICE-CHAIR

AL FRENCH, COMMISSIONER

ATTEST:

Ginna Vasquez, Clerk of the Board

CITY:

City of Spokane, a
Washington State municipal corporation

By _____

Name: _____

Title: _____

ATTEST:

City Clerk

Approved as to form:

Assistant City Attorney

Schedule A
Description of Emergency Management Services

The County shall provide Emergency Management Services (the “Services”) through Spokane County Emergency Management (“SCEM”) to Cities, Towns, and Tribes (individually “Participating Jurisdiction”, and collectively “Participating Jurisdictions”). These Services shall include the following.

1. General: SCEM will maintain an emergency management organization that complies with state law and federal guidelines. This organization will implement the concepts of the National Incident Management System (NIMS) and incorporate best practices of emergency management into its operations. These best practices include a focus on developing and sustaining Core Capabilities across all mission areas, developing disaster management relationships with partners throughout the County and Region, and incorporating the Whole Community perspective into all programs.

2. Planning: SCEM will assist Participating Jurisdictions in the development of executable disaster-related plans. SCEM will maintain emergency management plans in accordance with applicable state and federal laws, regulations, and guidance. SCEM will use, and encourage the use of, systematic planning processes that engage the Whole Community.

a. SCEM will maintain the Spokane County Comprehensive Emergency Management Plan (SCCEMP) and provide technical assistance (templates, meeting facilitation, and plan review) to Participating Jurisdictions in order for them to maintain an Emergency Operations Plan (EOP), as either a standalone plan or as an annex to the County’s CEMP, which meets the requirements set forth in RCW 38.52.030 and WAC 118-30-060. Plans shall include an analysis of the natural, technological, or human caused hazards that could affect the County or jurisdiction, respectively. Plans will also describe a NIMS-compliant incident management structure for use during multiagency/multijurisdictional operations and include the procedures to be used during emergencies for coordinating local resources, as necessary, and the resources of County agencies, departments, commissions, and boards.

b. SCEM will maintain the Spokane County Natural Hazards Mitigation Plan, a FEMA-approved multi-jurisdictional hazard mitigation plan that complies with the Disaster Mitigation Act of 2000 (DMA2K) and 44 CFR §201.6, and, upon request, provide technical assistance (templates, meeting facilitation, and plan review) to Participating Jurisdictions in order for them to maintain an annex to the County’s FEMA-approved hazard mitigation plan that meets the requirements set forth in 44 CFR §201.6.

c. SCEM will maintain the Spokane County Disaster Recovery Framework and, upon request, provide technical assistance (templates, meeting facilitation, and plan review) to Participating Jurisdictions desiring to develop a

jurisdictional Disaster Recovery Framework.

d. SCEM will maintain standard procedures for its Emergency Coordination Center (ECC) and provide technical assistance (templates, meeting facilitation, and document review) to Participating Jurisdictions in order to develop complementary procedures for their respective Emergency Operations Centers.

e. SCEM will participate in regional- and state-level planning efforts, representing Spokane County and, unless otherwise specified, the Participating Jurisdictions within Spokane County. Examples of such efforts include the Statewide Catastrophic Incident Planning Team (SCIPT), State Emergency Response Commission (SERC), and the Emergency Management Advisory Group (EMAG).

3. Training and Exercise: SCEM will assist Participating Jurisdictions to develop, maintain, or expand their emergency management capabilities. The prioritized capabilities to train and exercise are operational coordination, operational communications, situational assessment, logistics, public information, and planning.

a. SCEM will conduct an annual training and exercise planning workshop (TEPW) in order to develop a coordinated training and exercise calendar. SCEM will also send representatives on behalf of Spokane County and the Participating Jurisdictions to the State's annual Integrated Preparedness Planning Workshop (IPPW).

b. SCEM will maintain a Multi-Year Training and Exercise Plan (TEP) that describes the outcomes of the TEPW. SCEM will produce and electronically distribute a training and exercise calendar each month to the Participating Jurisdictions.

c. SCEM will maintain a training program that adheres to state and federal guidance, including the National Incident Management System (NIMS) Training Plan and FEMA's Core Capability Development Sheets. This training program includes:

i. SCEM will assist each Participating Jurisdiction in the development of a jurisdiction-specific NIMS compliance plan. This includes providing assistance in determining applicable courses and identifying online and in-person resources that can provide compliance-related courses. Participating Jurisdictions retain the responsibility to track individual training of their staff members and, per the State's policy, submit NIMS compliance reports.

ii. Countywide, SCEM will facilitate the delivery of two (2) ICS-300 (Intermediate ICS for Expanding Incidents) courses and two (2) ICS-400 (Advanced ICS for Complex Incidents) courses each year.

- iii. Countywide, SCEM will facilitate the delivery of two (2) G191 (Emergency Operations Center/Incident Command System Interface) workshops each year, or as requested.
- iv. Upon request, SCEM will facilitate the delivery of the Community Points of Distribution (CPOD) courses.
- v. Upon request, SCEM will deliver ICS-402 (ICS Overview for Executives/Senior Officials) or its equivalent to each requesting Participating Jurisdiction in order to educate the Participating Jurisdiction's policy makers and to help them meet the requirements of the National Incident Management System (NIMS).
- vi. Annually, SCEM will host at least two local deliveries of courses from FEMA's Emergency Management Institute and/or the National Disaster Preparedness Consortium.
- vii. On behalf of each Participating Jurisdiction, SCEM will process applications to host training opportunities available through FEMA's Emergency Management Institute and/or the National Disaster Preparedness Consortium. The Participating Jurisdiction requesting such courses will be responsible for identifying a location and any costs associated with the course delivery, e.g. refreshments.
- viii. Countywide, SCEM will deliver two (2) offerings of an ARRL-approved HAM radio technician class each year.

d. SCEM will maintain an exercise program that adheres to state and federal guidance, including the Homeland Security Exercise and Evaluation Program (HSEEP) and applicable grant requirements. Unless otherwise specified, the intent of SCEM's exercise program is to evaluate established plans and/or procedures, and identify ways to improve those plans and/or procedures. The exercise program includes, but is not limited to:

- i. Every three (3) years SCEM will conduct a countywide functional exercise that evaluates Spokane County's CEMP, the procedures used in the Spokane County Emergency Coordination Center, and our ability to coordinate with jurisdictions throughout Spokane County. SCEM strongly encourages all Participating Jurisdictions to participate in that exercise and will provide technical assistance in the development of their exercise plan.
- ii. Countywide, SCEM will facilitate two (2) tabletop exercises (TTXs) per year. These TTXs will evaluate Participating Jurisdictions' response plans and capabilities against various hazards that threaten Spokane County.
- iii. Countywide, SCEM will facilitate one (1) CPOD exercise per year in conjunction with CPOD training.
- iv. SCEM will facilitate jurisdiction EOC workshops as requested. These workshops will be used to develop or update the scheduled Participating Jurisdiction's EOC procedures.
- v. SCEM will facilitate jurisdiction EOC drills as requested. These drills will be used to validate the scheduled Participating Jurisdiction's EOC procedures.

vi. Countywide, SCEM will conduct monthly communications drills with Participating Jurisdictions to ensure the viability of various means of communications.

4. Coordinating Disaster Response Activities: SCEM and Participating Jurisdictions will coordinate their emergency response activities in order to endeavor to minimize death, injury, and damages to property, the economy, and the environment during natural, technological or human-caused disasters.

a. SCEM will maintain a 24 hour per day Duty Officer, who will serve as the primary point of contact to address emergency management-related requests on behalf of Participating Jurisdictions. The Duty Officer is available through direct phone call, or by request through Dispatch.

b. As resources allow, SCEM will utilize multiple means of communication to notify, warn, and/or provide information and instruction to the general public regarding impending or occurring disasters.

c. SCEM will maintain and, when necessary, activate the Spokane County Emergency Coordination Center (SCECC) and implement the Spokane County CEMP and applicable procedures. The SCECC may activate in anticipation of, or immediately after, disasters as defined by RCW 38.52.010(6). The SCECC may also activate to provide support during pre-planned events or at the approved request of a Participating Jurisdiction. Requests to activate the SCECC will be made via the Duty Officer to the SCEM Deputy Director. The decision to activate the SCECC, and at what level, is made by the SCEM Director or Deputy Director.

d. SCEM will maintain and, when necessary, activate the Spokane County Joint Information Center (SCJIC) and applicable procedures. The SCJIC may activate in anticipation of, or immediately after, disasters as defined by RCW 38.52.010(6). The SCJIC may also activate to provide support during pre-planned events or at the request of a Participating Jurisdiction. Requests to activate the SCJIC will be made via the Duty Officer to the SCEM Deputy Director. The decision to activate the SCJIC, and at what level, is made by the SCEM Director or Deputy Director.

e. When activated, the SCECC will coordinate resource requests among affected jurisdictions within Spokane County. The SCECC will also make available the County's emergency resources not required for use elsewhere during emergencies, the use of which shall be determined and prioritized by SCECC. When necessary, SCEM will request state and federal resources on behalf of the Participating Jurisdictions through Washington's established emergency management protocols, i.e. from the SCECC to the Washington State Emergency Operations Center. The Participating Jurisdictions agree that the County shall remain harmless in the event of non-availability or non-performance of requested resources.

f. When activated, the SCECC will coordinate situational awareness among affected jurisdictions within Spokane County, and with regional and state partners.

g. When activated, the SCJIC shall coordinate public information and messaging about critical lifesaving and life-sustaining information by all means necessary to expedite the delivery of emergency services and aid the public to take protective actions. Participating Jurisdictions will identify appropriate points of contact with whom the JIC will communicate to form the information network commonly referred to as the Joint Information System (JIS).

h. When requested, and at the discretion of the SCEM Deputy Director, SCEM will deploy a liaison to the participating jurisdiction to directly assist with incident management, technical support and assistance, and/or use of mobile assets. During activation of the SCECC, SCEM may request that Participating Jurisdictions deploy liaisons to the Spokane County ECC to enhance communication between the SCECC and the incident site(s).

i. Upon determining that a disaster as defined by RCW 38.52.010(6) has happened or is imminent, SCEM will, under the provisions of SCC Chapter 1.08.020, initiate through the Board of County Commissioners a Proclamation of Emergency for Spokane County. Upon determining that a disaster as defined by RCW 38.52.010(6) has happened or is imminent, Participating Jurisdictions will, under the provisions of applicable code, initiate through the Participating Jurisdiction's appropriate authority a Proclamation of Emergency for their jurisdiction. Participating Jurisdictions will notify SCEM as soon as practicable of their intent to proclaim a disaster and provide SCEM with a copy of the proclamation as soon as practicable.

5. Coordinating Disaster Recovery Activities. SCEM and Participating Jurisdictions will coordinate their disaster recovery activities in order to endeavor to restore critical services and establish a new normal for the affected area(s) as quickly as possible.

a. SCEM, in conjunction with the State's Emergency Management Division (EMD) and the Federal Emergency Management Agency (FEMA), will coordinate the formal post-disaster Preliminary Damage Assessment (PDA) process. Participating Jurisdictions will be responsible for tracking and reporting activities potentially reimbursable by federal and/or state disaster assistance programs. Each participating jurisdiction remains responsible for the costs it incurs.

b. In the aftermath of a disaster as defined by RCW 38.52.010(6), SCEM will initiate the transition of disaster response to disaster recovery. This includes implementing the Spokane County Disaster Recovery Framework and establishing the Recovery Support Functions found therein. When requested, Participating Jurisdictions will identify points of contact to be integrated into this process.

6. Volunteer / Emergency Worker Management: SCEM will work in collaboration with participating jurisdictions to develop volunteer capabilities that augment participating jurisdictions' local disaster response efforts; specifically, Disaster Assistance Response Teams (DART) and/or the Spokane County Auxiliary Communications Service (ACS).

a. Participating Jurisdictions will identify potential DART volunteers. SCEM will facilitate their registration as emergency workers in accordance with the Washington State Emergency Workers' Program and maintain a central database of these volunteers. Annually, SCEM will provide to the participating jurisdictions a list of the volunteers living within each jurisdiction's respective boundaries.

b. SCEM will provide oversight to the Spokane County Auxiliary Communications Service (ACS) function, which provides redundant emergency communications services to SCEM, its Participating Jurisdictions, as well as hospitals and the Greater Inland Northwest Chapter of the American Red Cross. SCEM will assign trained ACS volunteers to augment Participating Jurisdictions' EOCs.

c. Using volunteers (as groups or individuals) for activities outside of the scope of their intended purpose and/or training places them outside of the scope of RCW 38.52.180, Chapter 118-04 WAC, and this Agreement. These volunteers cannot be afforded protection under the Washington State Emergency Workers Program; therefore Participating Jurisdictions desiring to expand the use of volunteers beyond the scope established by SCEM are required to provide coverage in accordance with L&I Industrial Insurance regulations.

7. Outreach and Education: SCEM will work in conjunction with participating jurisdictions to provide disaster-related outreach and education in order to improve overall community resilience.

a. SCEM will develop, promote, and make available to Participating Jurisdictions preparedness materials related to Spokane County's identified hazards of concern, and procure and make available FEMA-produced preparedness materials. The amount of preparedness materials provided will be made on a case-by-case basis and based upon available supply.

b. SCEM will develop and promote individual preparedness messages to be delivered via its affiliation with local radio and TV stations, and across social media platforms.

c. Upon request, and when practicable, SCEM will deliver preparedness presentations on behalf of a Participating Jurisdiction. Such requests should be made at least 30 days prior to the presentation. Participating Jurisdictions are responsible for providing an adequate facility and incurs any extraordinary costs

associated with such events, e.g. refreshments, room rental costs, etc.

d. Quarterly, SCEM will produce a report that summarizes its major activities for the previous quarter. The quarterly report will be distributed to the Director, the Emergency Management Policy Board (EMPB), the Emergency Management Operations Group (EMOG), and Participating Jurisdictions.

8. SCEM Resources: SCEM maintains a number of resources that, when practicable, will be made available to Participating Jurisdictions. Requests for their deployment shall be made to the SCEM Duty Officer or, when activated, the Spokane County ECC. These resources include, but are not limited to:

a. Mobile Command Vehicle, commonly referred to as the “MCV.” A command vehicle provides a motorized, self-contained, climate-controlled capability to augment incident management. Upon request of the MCV, SCEM provides the MCV, and as needed, a pilot car to assist in routing the MCV to the requested ICP location.

b. Communications trailer. The communications trailer provides a self-contained, climate-controlled capability to augment communications.

c. Mobile emergency response trailer. This trailer provides a towed capability that can be used to augment community points of distribution, volunteer reception centers, or emergency operations centers.

d. Alert and Warning. SCEM will manage the Alert Spokane program, and maintain a system that provides alert and warning to county residents. Access to this system for local alerting will be through SREC Dispatch or the SCEM Duty Officer. Use of the system for Wireless Emergency Alerts (WEA) or other IPAWS protocols, is available only through the SCEM Duty Officer.

Schedule B
Expectations of Participating Jurisdiction

As stated in Section 4 of the Agreement, the services provided by SCEM augment the participating jurisdictions. This schedule outlines some, but not all, of the areas for which the Participating Jurisdictions retain responsibility. Fulfillment of the specific Expectations of Participating Jurisdictions will be commensurate with and appropriate for each individual jurisdiction (i.e. type and scope of plan(s) needed, and level of required staff training).

1. General:

a. Each Participating Jurisdiction will appoint a coordinator who will serve as the Jurisdiction's primary point of contact for SCEM.

b. In accordance with SCC 1.08.035, each Participating Jurisdiction will designate one (1) representative and one (1) alternate to the SCEM Emergency Management Policy Board and attend the quarterly meetings. Names of and contact information for the representative and alternate shall be provided to SCEM's Deputy Director prior to February 1 of each calendar year, and as soon as possible following the designation of a new representative. The Policy Board shall advise the director of emergency management in recommending to the executive actions on emergency management plans and programs; the department's budget; rate schedules for emergency management service charges paid by contracting agencies; and other matters as requested by the county executive or the director.

2. Planning:

a. Participating jurisdictions will develop and maintain Continuity of Government and Continuity of Operations (COG/COOP) plans for their respective jurisdictions. Plans will include, at a minimum: provision for the preservation, maintenance, and/or reconstitution of the jurisdiction's government accomplished through succession of leadership; and ensure the continued performance of minimal essential functions; develop the necessary plans, procedures, and provision for alternate facilities, personnel, resources, interoperable communications, and vital records/databases.

b. Participating Jurisdictions of sufficient size will maintain an Emergency Operations Plan (EOP) that describes a NIMS-compliant incident management structure for use during multiagency/multijurisdictional operations, and includes the procedures to be used during emergencies for coordinating the jurisdiction's resources.

c. Participating Jurisdictions will identify a primary and alternate point of contact for each planning effort. Participating Jurisdictions will convene work groups and provide meeting space as necessary to facilitate the development

of plans including the jurisdiction's emergency operations plan, hazard mitigation plan, functional emergency management plans, etc., as applicable.

3. Training and Exercise:

a. With SCEM's assistance, Participating Jurisdictions will develop jurisdiction-level NIMS compliance plans. Participating Jurisdictions retain the responsibility to track individual training of their staff members.

b. Participating Jurisdictions desiring to schedule specific training and exercise opportunities should do so by sending a representative to the annual Training and Exercise Planning Workshop (TEPW). Facilitating training and exercise opportunities not scheduled at the TEPW shall be at the discretion of the SCEM Deputy Director.

4. Disaster Response Activities:

a. Participating Jurisdictions will coordinate their emergency response activities with and through SCEM in order to endeavor to minimize death, injury, and damages to property, the economy, and the environment during natural, technological or human-caused disasters.

b. During, or in anticipation of, disasters as defined by RCW 38.52.010(9A), affected Participating Jurisdictions will activate their incident management structure and Emergency Operations Plan, and notify SCEM as soon as practicable.

c. When activated, Participating Jurisdictions will request County, state and/or federal resources through established emergency management protocols, i.e. from the SCECC to the Washington State Emergency Operations Center. The Participating Jurisdictions agree that the County shall remain harmless in the event of non-availability or non-performance of requested resources.

d. Participating jurisdictions are responsible for the costs of response services provided specifically to their jurisdiction. The jurisdiction will participate in negotiating those costs with the vendor or service provider at time of request and prior to any expenditure. There is no expectation or responsibility implied by this agreement that a jurisdiction would subsidize the response costs of another jurisdiction.

e. Participating Jurisdictions shall submit incident-related information to the SCECC and the SCECC shall develop and provide comprehensive situation reports to the Participating Jurisdictions, as well as to regional and state partners.

f. Participating Jurisdictions will identify appropriate points of contact with whom the SCJIC will communicate to form the information network commonly referred to as the Joint Information System (JIS).

g. When requested and practicable, Participating Jurisdictions will deploy liaisons to the Spokane County ECC to enhance communication between the SCECC and the incident site(s).

h. Upon determining that a disaster as defined by RCW 38.52.010(9A) has happened or is imminent, Participating Jurisdictions will, under the provisions of applicable code, initiate through the jurisdiction's appropriate authority a Proclamation of Emergency for their jurisdiction. Participating Jurisdictions will notify SCEM as soon as practicable of their intent to proclaim a disaster and provide SCEM with a copy of the proclamation as soon as practicable.

5. Coordinating Disaster Recovery Activities. SCEM and Participating Jurisdictions will coordinate their disaster recovery activities in order to endeavor to restore critical services and establish a new normal for the affected area(s) as quickly as possible.

a. Participating Jurisdictions will be responsible for tracking and reporting activities potentially reimbursable by federal and/or state disaster assistance programs. Each participating jurisdiction remains responsible for the costs it incurs.

b. In the aftermath of a disaster as defined by RCW 38.52.010(9A), SCEM will initiate the transition of disaster response to disaster recovery. This includes implementing the Spokane County Disaster Recovery Framework and establishing the Recovery Support Functions found therein. When requested, Participating Jurisdictions will identify points of contact to be integrated into this process.

6. Volunteer / Emergency Worker Management: SCEM will work in collaboration with Participating Jurisdictions to develop volunteer capabilities that augment Participating Jurisdictions' local disaster response efforts; specifically, Disaster Assistance Response Teams (DART) and/or the Spokane County Auxiliary Communications Service (ACS)

a. Participating Jurisdictions will identify potential volunteers to affiliate with DART and/or ACS.

b. Participating Jurisdictions acknowledge that using volunteers (as groups or individuals) for activities outside of the scope of their intended purpose and/or training places them outside of the scope of RCW 38.52.180, Chapter 118-04 WAC, and this Agreement. These volunteers cannot be afforded protection under the Washington State Emergency Workers Program; therefore, Participating Jurisdictions desiring to expand the use of volunteers beyond the scope established by SCEM are required to provide coverage in accordance with L&I Industrial Insurance regulations.

7. Outreach and Education: SCEM will work in conjunction with participating

jurisdictions to provide disaster-related outreach and education in order to improve overall community resilience. Participating Jurisdictions desiring presentations will make such requests made at least 60 days prior to the presentation.

8. SCEM Resources: SCEM maintains a number of resources that, when practicable, will be made available to Participating Jurisdictions. Requests for their deployment shall be made as early as possible to the SCEM Duty Officer or, when activated, the Spokane County ECC.

Schedule C
Estimated 2021 Service Fees by Jurisdiction

Spokane County Emergency Management

2021 Estimate

Total Salary & Benefits	\$398,502.00
Less Deputy Director S&B	<u>(\$136,264.00)</u>
Local Salary & Benefits	\$262,264.00
M & O	\$41,525.00
Indirect Costs (33.61%)	<u>\$102,103.48</u>
Total Local Operating Costs	\$405,892.48

City	Population	% Population	2021 Cost Estimate
Airway Heights	10,010	0.0192	\$7,774.56
Cheney	12,640	0.0242	\$9,817.22
Deer Park	4,485	0.0086	\$3,483.41
Liberty Lake	11,500	0.0220	\$8,931.81
Medical Lake	5,040	0.0096	\$3,914.46
Millwood	1,840	0.0035	\$1,429.09
Spokane	223,600	0.4279	\$173,665.44*
Spokane Valley	97,490	0.1865	\$75,718.44
Fairfield	635	0.0012	\$493.19
Latah	195	0.0004	\$151.45
Rockford	495	0.0009	\$384.46
Spangle	285	0.0005	\$221.35
Waverly	135	0.0003	\$104.85
Unincorporated	154,250	0.2952	\$119,802.75
			\$405,892.48
Total County Population	522,600		
Cost Share Population	522,600	\$	0.7767

* City will be required to pay \$ 72,360.60 for fiscal year 2021 reflecting a pro-rated amount from 1 August 2021 to 31 December 2021.

¹Source: Based on projected growth and the State of Washington, Office of Financial Management, April 1, 2020 Estimates;
<http://www.ofm.wa.gov/pop/april1/default.asp>

Schedule D
Description of Additional Emergency Management Services

The County offers additional services that the Participating Jurisdiction may choose from in addition to the basic emergency management services described in Schedule A. If, during the course of this Agreement, a Participating Jurisdiction desires additional service(s) as described below, the City shall notify SCEM in writing as early as practicable prior to the delivery of the desired additional service(s). The cost and timing of the delivery of any Additional Service(s) shall be agreed upon by the Administrators of this Agreement. One half of the cost of additional service(s) shall be added to the quarterly invoice after the Participating Jurisdiction notifies SCEM and the remaining half shall be added to the quarterly invoice that follows the delivery of the additional service(s)

1. Planning:

a. SCEM will provide technical assistance in order to develop a functional emergency operations plan or procedure. Examples of a functional plan include mass fatality plans and disaster debris management plans.

Participating Jurisdiction elects this service: _____
(initial)

2. Training and Exercise:

a. SCEM will provide one jurisdiction-specific training opportunity.

Participating Jurisdiction elects this service: _____
(initial)

b. SCEM will provide one jurisdiction-specific exercise opportunity. Scheduling these exercises shall occur at the annual TEPW.

Participating Jurisdiction elects this service: _____
(initial)

c. SCEM will process Participating Jurisdiction's application for FEMA's Integrated Emergency Management Course.

Participating Jurisdiction elects this service: _____
(initial)

3. Outreach and Education:

a. SCEM will develop and promote a jurisdiction-specific outreach campaign.

Participating Jurisdiction elects this service: _____
(initial)

4. Communications Support:

a. SCEM's Communications Officer will provide technical support to ensure interoperable radio communications; specifically, assist with the procurement and installation of compatible communications hardware.

Participating Jurisdiction elects this service: _____
(initial)



Agenda Sheet for City Council Meeting of: 08/02/2021

Date Rec'd	7/19/2021
Clerk's File #	ORD C36090
Renews #	
Cross Ref #	
Project #	
Bid #	
Requisition #	
Submitting Dept	ACCOUNTING
Contact Name/Phone	MICHELLE HUGHES X6320
Contact E-Mail	MHUGHES@SPOKANECITY.ORG
Agenda Item Type	Special Budget Ordinance
Agenda Item Name	5600 - SBO FOR ENGINEERING RELOCATION SIP LOAN HOUSEKEEPING

Agenda Wording

This SBO is to re-establish the budget authority so that construction expenses can be paid in 2021.

Summary (Background)

Resolution 2020-0075 authorizes a \$1.5 million SIP Loan for the relocation of Engineering Construction Management. Full budget authority was granted in 2020, but unspent capital expenses were inadvertently not carried forward to 2021.

Lease? NO Grant related? NO Public Works? NO
Fiscal Impact **Budget Account**

Neutral	\$ \$1,386,733	# 99999
Select	\$	#
Select	\$	#
Select	\$	#

<u>Approvals</u>		<u>Council Notifications</u>	
<u>Dept Head</u>	HUGHES, MICHELLE	<u>Study Session\Other</u>	F&A 7-19-2021
<u>Division Director</u>	WALLACE, TONYA	<u>Council Sponsor</u>	CM Wilkerson
<u>Finance</u>	HUGHES, MICHELLE	<u>Distribution List</u>	
<u>Legal</u>	PICCOLO, MIKE	twallace@spokanecity.org; mhughes@spokanecity.org	
<u>For the Mayor</u>	ORMSBY, MICHAEL	pingiosi@spokanecity.org; ablain@spokanecity.org	
<u>Additional Approvals</u>			
<u>Purchasing</u>			
<u>MANAGEMENT & BUDGET</u>	INGIOSI, PAUL		

Briefing Paper

Finance and Administration Committee

Division & Department:	Finance
Subject:	SBO for Engineering Relocation SIP Loan Housekeeping
Date:	07/07/2021
Contact (email & phone):	Michelle Hughes mhughes@spokanecity.org
City Council Sponsor:	CM Wilkerson
Executive Sponsor:	Tonya Wallace
Committee(s) Impacted:	Finance Committee
Type of Agenda item:	<input type="checkbox"/> Consent <input checked="" type="checkbox"/> Discussion <input type="checkbox"/> Strategic Initiative
Alignment: (link agenda item to guiding document – i.e., Master Plan, Budget, Comp Plan, Policy, Charter, Strategic Plan)	Budget
Strategic Initiative:	
Deadline:	
Outcome: (deliverables, delivery duties, milestones to meet)	Housekeeping item SBO for budget to spend approved SIP loan
<p><u>Background/History:</u> <i>Provide brief history e.g. this is the 3rd and final 5 year extension of the contract which was put in place in 2007.</i></p> <p>Resolution 2020-0075 authorizes a \$1.5 million SIP Loan for the relocation of Engineering Construction Management. Full budget authority was granted in 2020 but unspent capital expenses were inadvertently not carried forward to 2021. This SBO is to re-establish the budget authority so that construction expenses can be paid in 2021.</p> <div style="background-color: #d9ead3; padding: 10px; border: 1px solid #ccc; margin: 10px 0;"> <p style="margin: 0;">1,500,000 Original SIP Loan</p> <p style="margin: 0;">(113,267) Spent in 2020</p> <p style="margin: 0;">1,386,733 Remaining Amount</p> </div>	
<p><u>Executive Summary:</u></p> <p>Budget authority was given in 2020 but was not carried over to 2021.</p>	
<p><u>Budget Impact:</u></p> <p>Approved in current year budget? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> N/A</p> <p>Annual/Reoccurring expenditure? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> N/A</p> <p>If new, specify funding source:</p> <p>Other budget impacts: (revenue generating, match requirements, etc.)</p>	
<p><u>Operations Impact:</u></p> <p>Consistent with current operations/policy? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A</p> <p>Requires change in current operations/policy? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> N/A</p> <p>Specify changes required:</p> <p>Known challenges/barriers:</p>	

ORDINANCE NO C36090

An ordinance amending Ordinance No. C-35971, passed by the City Council December 14, 2020, and entitled, "An ordinance adopting the Annual Budget of the City of Spokane for 2021, making appropriations to the various funds of the City of Spokane government for the fiscal year ending December 31, 2021, and providing it shall take effect immediately upon passage", and declaring an emergency.

WHEREAS, subsequent to the adoption of the 2021 budget Ordinance No. C-35971, as above entitled, and which passed the City Council December 14, 2020, it is necessary to establish and make changes in the appropriations of the Asset Management Capital Fund, which changes could not have been anticipated or known at the time of making such budget ordinance; and

WHEREAS, this ordinance has been on file in the City Clerk's Office for five days; - Now, Therefore,

The City of Spokane does ordain:

Section 1. That in the budget of the Asset Management Capital Fund, and the budget annexed thereto with reference to the Asset Management Capital Fund, the following changes be made:

(1) Increase appropriation by \$1,386,733.

(A) Increase in appropriation is provided from Asset Management Capital Fund unappropriated reserves. The Engineering Relocation SIP Loan authorized by RES 2020-0075 was fully budgeted in 2020 but the unspent capital expenses were not carried forward into 2021.

Section 2. It is, therefore, by the City Council declared that an urgency and emergency exists for making the changes set forth herein, such urgency and emergency arising from the need to relocate Engineering Construction Management and to make the related construction payments on this project, and because of such need, an urgency and emergency exists for the passage of this ordinance, and also, because the same makes an appropriation, it shall take effect and be in force immediately upon its passage.

Passed the City Council _____

Council President

Attest: _____
City Clerk

Approved as to form: _____
Assistant City Attorney

Mayor

Date

Effective Date

**Agenda Sheet for City Council Meeting of:**

8/2/2021

Date Rec'd

7/21/2021

Clerk's File #

RES 2021-0065

Renews #**Cross Ref #****Project #****Bid #****Requisition #****Submitting Dept**

CITY COUNCIL

Contact Name/Phone

LORI KINNEAR X6715

Contact E-Mail

LKINNEAR@SPOKANECITY.ORG

Agenda Item Type

Resolution

Agenda Item Name

0320 – ESTABLISHING A LIST OF CITY-SPONSORED DEVELOPMENT INCENTIVES

Agenda Wording

A resolution establishing a list of City-sponsored development incentives, as identified in the attached addendum.

Summary (Background)

A resolution adopting and implementing a list of development incentives that shall apply to qualified development and shall last for three years. These incentives are meant to promote housing development and housing stability within the City of Spokane.

Lease?

Grant related?

Public Works?

Fiscal Impact**Budget Account**

Expense \$

#

Select \$

#

Select \$

#

Select \$

#

Approvals**Council Notifications****Dept Head**

ALLERS, HANNAHLEE

Study Session\Other

6/3 Study Session

Division Director**Council Sponsor**

CM Kinneer

Finance**Distribution List****Legal**

PICCOLO, MIKE

lkinneer@spokanecity.org

For the Mayor

gbyrd@spokanecity.org

Additional Approvals**Purchasing****MANAGEMENT &
BUDGET**

RESOLUTION NO. 2021-0065

A resolution establishing a list of City-sponsored development incentives, as identified in the attached addendum.

WHEREAS, this resolution is in direct response to the ongoing local and national housing crisis; and

WHEREAS, the City of Spokane has a responsibility to promote housing stability, which is a mitigator of domestic violence and child abuse and neglect; and

WHEREAS, these incentives are meant to promote housing development in areas of the community that allow for better health outcomes; and

WHEREAS, these incentives offer an opportunity to elevate smaller and mid-size developers in our community; and

WHEREAS, the City of Spokane has previously offered a version of many of these incentives before, which were successful at that time; and

NOW, THEREFORE, BE IT RESOLVED by the Spokane City Council, that the City of Spokane shall adopt and implement the development incentives listed in the attached addendum; and

BE IT FURTHER RESOLVED that these incentives shall apply only to qualified development that occurs within one half mile of a designated Center or Corridor, with the exception of affordable single-family development that occurs in in single-family residential neighborhoods; and

BE IT FURTHER RESOLVED that these incentives shall last for three years, after which time each incentive shall be reviewed to determine whether it should continue to be offered; and

BE IT FINALLY RESOLVED that, while these incentives are offered, City staff shall dedicate time and resources to marketing their availability.

Passed by the City Council this ____ day of _____, 2021.

City Clerk

Approved as to form:

Assistant City Attorney

ADDENDUM TO RESOLUTION NO. 2021-0065

The City of Spokane shall adopt and implement the following City-sponsored development incentives as established in Resolution No. 2021-0065.

- City Utility Connection (GFC Fee Waivers)
 - Use American Rescue Plan (ARP) funding to revamp the GFC Fee Waiver program.
 - This program would subsidize utility hookups for vacant or underused buildings that are renovated.
 - The ARP funding used to subsidize the cost of the utility hookups should stay within the Development Services enterprise fund.
- Projects of City-Wide Significance
 - Re-fund this incentive program with ARP funds and ensure that there is criteria for multifamily, mixed-use, and innovative development opportunities and that these projects are weighted in existing criteria for this program.
- Underground Infrastructure Improvement Grant
 - Offer up to \$40,000 per project in grant reimbursement funding from ARP for new development that improves City underground infrastructure.
- Commercial Rate Clarification for new Multi-family Development
 - Expand the Commercial Rate Clarification to include new development in addition to conversion for five years.
- Affordable Housing Impact Fee Reimbursement
 - Define criteria for affordable single-family and multi-family development that would qualify for Transportation Impact Fees to be reimbursed , funded by ARP after demonstrating purchase/rental by households earning less than 120% AMI.
 - Prioritize paving of unpaved roads where affordable housing is being developed.
- Home Ownership Limited Tax Exemption

- Offer a five-year property tax exemption, similar to the current MFTE program, for first-time homebuyers who can prove residency in the City of Spokane for last three years and have a household income of 120 AMI and below.
- Façade Improvement Reimbursement Grant
 - Offer a grant opportunity of up to \$50,000 funded by ARP to existing businesses or housing development that qualifies for façade improvements.
 - This grant could resemble the opportunity offered during re-construction of the North Monroe corridor.
- Home Improvement & Rehabilitation Grant
 - Offer a grant opportunity to homeowners who have a household income of 120 AMI and below for various types of home repairs.
 - This opportunity should look similar to the HUD HOME investment partnerships program except funded by ARP.
- Transportation for Livable Communities Grant
 - Offer small grants funded by ARP to community-oriented transportation projects that support walkability, transit use, and compact development patterns.
 - There are examples of similar grant opportunities in San Francisco, Atlanta, and Minneapolis.
- For Single Lot Subdivisions Reimburse Permit Fees by 50% for Each Lot if Builder Demonstrates at Least 20% of units were sold to households earning at or less than 120% of AMI.
- Reduce Permit Fees and Onsite Parking Requirements for ADU's constructed within ½ mile of a Center or Corridor.



Agenda Sheet for City Council Meeting of:
07/26/2021

Date Rec'd	7/14/2021
Clerk's File #	ORD C36088
Renews #	
Cross Ref #	
Project #	
Bid #	
Requisition #	

Submitting Dept	FIRE
Contact Name/Phone	LANCE DAHL 625-7040
Contact E-Mail	LDAHL@SPOKANEFIRE.ORG
Agenda Item Type	First Reading Ordinance
Agenda Item Name	1970 WILDLAND URBAN INTERFACE CODE

Agenda Wording

An ordinance relating to the adoption of a wildland-urban interface code; adopting a new chapter to Title 17 of the Spokane Municipal Code designated as Chapter 17F.110 SMC.

Summary (Background)

Fire Prevention mitigation efforts are directly responsible for the reduction of loss of life, financial loss, and major disruption to city infrastructure and services; and there are areas that border and that are in the City that have been designated as wildland-urban interface by DNR. The proposed changes to the SMC allow increased focus on the Wildland-Urban Interface management using code requirements that are designed to protect the citizens and general public.

Lease? NO	Grant related? NO	Public Works? NO
Fiscal Impact	Budget Account	
Select \$	#	
Select \$	#	
Select \$	#	
Select \$	#	
Approvals		Council Notifications
Dept Head	SCHAEFFER, BRIAN	Study Session\Other PS&CH 7/12/21
Division Director	SCHAEFFER, BRIAN	Council Sponsor Lori Kinnear
Finance	SCHMITT, KEVIN	Distribution List
Legal	PICCOLO, MIKE	ldahl@spokanefire.org
For the Mayor	PICCOLO, MIKE	dkokot@spokanefire.org
Additional Approvals		
Purchasing		

ORDINANCE NO. C36088

An ordinance relating to the adoption of a wildland-urban interface code; adopting a new chapter to Title 17 of the Spokane Municipal Code designated as Chapter 17F.110 SMC.

WHEREAS, Fire Prevention Mitigation efforts are directly responsible for the reduction of loss of life, financial loss, and major disruption to city infrastructure and services; and there are areas that border the City and that are in the City that are designated as wildland-urban interface; and

WHEREAS, the subsequent changes to the SMC allow increased focus on the Wildland-Urban Interface management through the Fire Department programs that are designed to protect the citizens and general public. The potential hazard and property loss due to wildfires in and around the city could be significant.

NOW THEREFORE, the City of Spokane does ordain:

Section 1. That there is adopted a new chapter to Title 17 of the Spokane Municipal Code designated as Chapter 17F.110 to read as follows:

Chapter 17F.110 International Wildland-Urban Interface Code

17F.110.010 Adoption of International Wildland-Urban Interface Code

- A. The Washington State current amended edition of the International Wildland-Urban Interface Code (WUI) and related standards, published by the International Code Council, as modified by this title, is adopted by of the City of Spokane except as otherwise provided.
- B. The following amendments are made to the International Wildland-Urban Interface Code:
 - 1. Section 101.1 is modified to read as follows:

101.1 Title. These regulations shall be known as the Wildland-Urban Interface Code of the City of Spokane, hereinafter referred to as “this code”.
 - 2. Sections 101.5, 108.3, 108.4, 108.7, 402.1.1, 402.1.2, 402.2, 402.2.1, 402.2.2, and 402.3 are adopted as published.
 - 3. Section 103.1 is modified to read as follows:

103.1 Creation of enforcement agency. The building code official and fire code official are hereby authorized to administer and enforce this code, or designated sections thereof, and all ordinances of the City of Spokane pertaining to designated wildland-urban interface areas. For such purposes, the code building official and fire marshal shall be known as the code official.
 - 4. Section 110.4.7 is modified to read as follows:

110.4.7 Violation penalties. Persons who shall violate a provision of this code or shall fail to comply with any of the requirements thereof or who shall erect, install, alter, repair or do work in violation of the approved construction documents or directive of the code official, or of a permit or certificate used under provisions of this code, shall be guilty of a Class I civil infraction. Each day that a violation continues after due notice has been served shall be deemed a separate offense.

17F.110.020 Appendices Adopted

The following appendices of the International Wildland-Urban Interface Code are adopted as part of the wildland-urban interface code of the City:

- A. Appendix A – General Requirements
- B. Appendix B – Vegetation Management Plan
- C. Appendix C – Fire Hazard Severity Form
- D. Appendix D – Fire Danger Rating System
- E. Appendix F – Characteristics of Fire-Resistive vegetation
- F. Appendix H – International Wildland-Urban Interface Code Flowchart

Passed by the City Council on _____, 2021.

Council President

Attest:

Approved as to form:

City Clerk

Assistant City Attorney

Mayor

Date

Effective Date



BRIAN SCHAEFFER
FIRE CHIEF

July 14, 2021

To: Public Safety and Health Committee and Staff
From: Lance Dahl, Fire Marshal
Re: International Wildland-Urban Interface Code (IWUIC) Ordinance

Overview

The International Wildland-Urban Interface Code (IWUIC) establishes minimum requirements for land use and the built environment in designated wildland-urban interface areas using prescriptive and performance-based provisions. Washington State has adopted the IWUIC but not in its entirety. Washington State made provisions for municipalities to adopt the Fire Access, Water Supply, and Appendices of the IWUIC into their local municipal code.

Wildland Urban Interface (WUI)

- Adopt the two missing WUI sections and appendices listed below. This adoption would give the Spokane Fire Department the tools it needs to ensure that we evaluate the WUI according to National Standards. It would also allow the Spokane Fire Department to work along-side developers & citizens as they mitigate Wildfire Risk to the Spokane Community.
- Adopt Section 403 Fire Department Access
- Adopt Section 404 Fire Department Water Supply
- Adopt Appendix A - General Requirements, B - Vegetation Management Plan, C - Fire Hazard Severity form, D - Fire Danger Rating System, F - Characteristics of Fire-Resistive Vegetation, H - International Wildland-Urban Interface Code Flowchart.

Department Recommendation

Adopt the WUI code, which will give the Spokane Fire Department the tools it needs to mitigate the Wildland-urban interface areas. These tools will allow us and the community to follow nationally recognized standards when evaluating properties in the Wildland-urban interface areas. Thus, providing a higher level of safety to the Spokane Community.



Agenda Sheet for City Council Meeting of:
07/26/2021

Date Rec'd	7/13/2021
Clerk's File #	ORD C36089
Renews #	
Cross Ref #	
Project #	
Bid #	
Requisition #	

Submitting Dept	FIRE
Contact Name/Phone	LANCE DAHL 625-7040
Contact E-Mail	IDAHL@SPOKANEFIRE.ORG
Agenda Item Type	First Reading Ordinance
Agenda Item Name	1970 - FIRE CODE FEE UPDATE

Agenda Wording

An ordinance relating to the fire code; amending SMC sections 8.02.0207, 8.02.0226, 8.02.034, 8.02.0615, 8.02.0617 and 17F.080.010 of the Spokane Municipal Code.

Summary (Background)

The Fire Department's Community Risk Reduction and Fire Prevention Program's actions and services are directly responsible for the reduction of loss of life, financial loss, and major disruption to City infrastructure and services. To maintain the level of customer service required by established standards for a City of our size, changes to the fees to support the appropriate staffing are proposed.

Lease? NO Grant related? NO Public Works? NO

Fiscal Impact

Revenue	\$ 1,222,120	<u>Budget Account</u>	# 1970-35111-99999-32130-99999
Expense	\$ 1,222,120		# 1970-35111-22300-VARIOUS
Select	\$		#
Select	\$		#

Approvals

<u>Dept Head</u>	SCHAEFFER, BRIAN
<u>Division Director</u>	SCHAEFFER, BRIAN
<u>Finance</u>	SCHMITT, KEVIN
<u>Legal</u>	PICCOLO, MIKE
<u>For the Mayor</u>	PICCOLO, MIKE

Council Notifications

<u>Study Session\Other</u>	PS&CH 7/12/21
<u>Council Sponsor</u>	Lori Kinnear

Distribution List

Idahl@spokanefire.org
dkokot@spokanefire.org

Additional Approvals

Purchasing

ORDINANCE NO. C36089

An ordinance relating to the fire code; amending SMC sections 8.02.0207, 8.02.0226, 8.02.034, 8.02.0615, 8.02.0617 and 17F.080.010 of the Spokane Municipal Code.

WHEREAS, The Spokane Fire Department's Community Risk Reduction and Fire Prevention Program's actions and services prevent and mitigate the loss of life and property through focused programs addressing risk from life safety, fire, and other disasters within the community; and

WHEREAS, Community Risk Reduction and Fire Prevention Efforts are directly responsible for the reduction of loss of life, financial loss, and major disruption to city infrastructure and services; and

WHEREAS, The existing levels of staffing and support for Community Risk Reduction and Fire Prevention has not provided the necessary level of customer service required to correctly address recognized NFPA and CPSE Standards for Community Risk Education Programs, Fire Code Enforcement, and Fire Planning and Engineering for a city of our size; and

WHEREAS, the subsequent changes to the SMC allow increased focus on the prevention of life and threat from fire versus response and consequence management through the Fire Department's programs that are designed to protect the citizens and general public.

NOW, THEREFORE, the City of Spokane does ordain:

Section 1. That SMC section 8.02.0207 is amended to read as follows:

8.02.0207 New Business – Fire Department Safety Evaluations

- A. The safety inspection fee for fire department safety inspections of new businesses or businesses that change location is ~~((eighty-eight))~~ one hundred five dollars.
Exceptions:
1. Home businesses where customers do not come to the residence.
 2. Itinerant vendors or vendors operating carts or booths where no ignition sources, flammable liquids, gases, or solids are present.
 3. Low hazards defined as "general business office" operations where no life safety systems, ignition sources, flammable liquids, gases, or solids are present (i.e.: insurance office, tax consultant, attorney, accountant, therapy, hair/nail salon, coffee/ espresso stands, photography studios, etc.).
- B. Businesses not inspected and originally categorized as low hazard general business office operations that were later determined to be a higher hazard by the fire department will be charged an ~~((eighty-eight))~~ one hundred five dollar fee for a fire safety site inspection.

Section 2. That SMC section 8.02.0226 is amended to read as follows:

8.02.0226 Registered Servicers/Designers/Central Reporting Agencies

- A. The annual fee for registered servicers, including central reporting agencies, is seventy-five dollars.
- B. The fee for registered fire alarm designers is seventy-five dollars. Registration shall be effective for five years from the first of January of the year in which the designer is registered.
- C. Inspection and service work performed by a non-registered servicer is not valid, and the service technician or service company is subject to a Class 1 Civil Infraction.

Section 3. That SMC section 8.02.034 is amended to read as follows:

8.02.034 Fire Code

- A. Storage Tanks.
The fees in connection with aboveground or underground storage tanks for critical materials as defined in [SMC 17A.020.030](#), including flammable or combustible liquids, are:
 - 1. Installation (including installation of pumps and dispensers) of underground storage tank, per tank: (~~((Three hundred sixty-four))~~) seven hundred twenty eight dollars.
 - 2. Installation of above ground storage tank, per tank:
 - a. More than sixty but less than five hundred gallons: (~~((One hundred fifty-eight))~~) two hundred seventy six dollars.
 - b. Five hundred gallons or more: (~~((Two hundred twenty-five))~~) four hundred fifty dollars.
 - 3. Aboveground or underground storage tank removal or abandonment, per tank: (~~((Eighty-eight))~~) two hundred ten dollars.
 - 4. Placement of tank temporarily out of service: (~~((Eighty-eight))~~) two hundred ten dollars.
 - 5. Alteration or repair of a tank: (~~((One hundred fifty-six))~~) two hundred seventy six dollars.
- B. Installation of Fire Protection/Detection Equipment.
 - 1. The fees for installing, altering, or repairing fire protection and/or fire detection equipment are based on the value of the work, according to the following schedule:

BID AMOUNT (Valuation)	PERMIT FEE	PLAN CHECK FEE
\$1 through \$500	(((\$0))\$105	(((\$0))\$68.25
\$501 through (((\$700))\$2,000	(((\$60))\$210	(((\$0))\$136.50
\$701 \$2,001 through \$1,400\$5,000	(((\$60))\$420	(((\$39))\$273
(((\$1,401))\$5,001 through (((\$2,100))\$10,000	(((\$110))\$840	(((\$71.50))\$546
(((\$2,101))\$10,001 through (((\$2,800))\$15,000	(((\$130))\$1,260	(((\$84.50))\$819
(((\$2,801))\$15,001 through (((\$3,500))\$20,000	(((\$190))\$1,470	(((\$123.50))\$955.50
(((\$3,501))\$20,001 through (((\$4,200))\$25,000	(((\$225))\$1,680	(((\$146.25))\$1,092
(((\$4,201))\$25,001 through (((\$4,900))\$30,000	(((\$265))\$1,890	(((\$172.25))\$1,228.50
(((\$4,901))\$30,001 through (((\$5,600))\$40,000	(((\$305))\$1,995	(((\$198.25))\$1,296.75
(((\$5,601))\$40,001 through (((\$6,300))\$50,000	(((\$345))\$2,100	(((\$224.25))\$1,365
(((\$6,301))\$50,001 through (((\$7,000))\$60,000	(((\$380))\$2,520	(((\$247))\$1,638
(((\$7,001))\$60,001 through (((\$7,700))\$80,000	(((\$410))\$2,940	(((\$266.50))\$1,911

(((\$7,701))\$80,001 through (((\$8,400))\$100,000	(((\$450))\$3,150	(((\$292.50))\$2047.50
(((\$8,401))\$100,001 through (((\$9,100))\$150,000	(((\$500))\$3,465	(((\$325))\$2,252.25
(((\$9,101))\$150,001 through (((\$9,800))\$200,000	(((\$550))\$3,780	(((\$357.50))\$2,457
(((\$9,801))\$200,001 through (((\$10,500))\$250,000	(((\$590))\$4,200	(((\$383.50))\$2,730
\$250,001 through \$300,000	\$5,000	\$3,250
\$300,001 through \$350,000	\$5,800	\$3,770
\$350,001 through \$400,000	\$6,600	\$4,290
\$400,001 through \$450,000	\$7,425	\$4,826.25
\$450,001 through \$500,000	\$8,230	\$5,349.50
For valuations of (((\$10,501))\$500,001 and over, fees are calculated as follows: Permit Fee: (((\$625 for the first \$10,500, plus a rate of \$6.50 per additional \$1,000. If the additional valuation ranges from \$1 through \$999, it is still charged the \$6.50 rate.))Valuation multiplied by 0.0165 Plan Check Fee: 65% of permit fee.		

2. Fees apply to initial submittal and one subsequent resubmittal if the initial submittal is not accepted. If the resubmittal is not accepted, the applicant will need to begin a new submittal ~~((including the plan review fee)))~~.
3. ~~((The plan review fee will be paid initially. The permit fee will not be paid until the plan review has been completed and the application has been accepted.))~~

~~((4))~~3. Penalty.

Whenever any work for which a fire equipment permit is required is started without first obtaining a permit, the permit fees specified above are doubled

and a Class 1 civil infraction may be issued. ((For valuations in which there is no permit fee, a minimum penalty of sixty dollars will be assessed.))

((5))4. Fee Refunds.

The fire official may authorize the refund of any fee erroneously paid or collected. The fire official may authorize the refunding of not more than eighty percent of the paid permit fee when no work has been done under an issued permit.

((6))5. Valuation.

The valuation of the work done must be submitted at the time of application for a permit. The valuation is the value of the work to be done and includes all labor, material, equipment, and the like supplied and installed by the permittee to complete the work. The permittee may be asked to verify the valuation placed on the work. When the cost of any proposed work is unknown, an estimate of the cost shall be made and used to compute the permit fee. Upon completion of the work, a fee adjustment is made in favor of the City or permittee, if requested by either party.

((7))6. Inspections.

((Fees apply to an initial final inspection and one subsequent reinspection. If the reinspection is not approved or additional inspections are required, the applicant will be required to pay for any additional inspections.)) The number of inspections for each permit is determined by the valuation, with the minimum number of inspections for a permit being two.

7. Revisions.

Fees include one revision to an approved submittal. Additional revisions will be charged at an hourly rate of one hundred five dollars.

8. Phasing

Submittals for projects that are done in phases for the construction shall follow the phasing approved as part of the building permit. Where a building permit has not been issued, the phasing shall be approved by the Fire Code Official.

C. Fire Protection System Verification.

The fee for verification that a fire protection system has been appropriately serviced by a fire department registered fire equipment servicer, for each inspection, is:

1. ((Nineteen)) Thirty-eight dollars for:
 - a. sprinkler systems,
 - b. standpipe systems,
 - c. alarm systems,
 - d. rangehood systems,
 - e. inert gas extinguishing systems,

- f. spray booths, and
2. Nineteen dollars ~~((fifty cents))~~ for private fire hydrants.

D. Safety/Building & Multi-Family Inspections.

The fee for conducting safety inspections is ~~((eighty-eight))~~ one hundred five dollars per hour with a minimum one-hour charge. Building and multi-famliy inspections will be changed according to building area per the table below:

	<u>Building Area (sq. ft.)</u>	<u>Fee</u>
<u>A</u>	<u>0 – 1,500</u>	<u>\$44</u>
<u>B</u>	<u>1,501 – 3,000</u>	
<u>C</u>	<u>3,001 – 5,000</u>	
<u>D</u>	<u>5,001 – 7,500</u>	
<u>E</u>	<u>7,501 – 10,000</u>	
<u>F</u>	<u>10,001 – 12,500</u>	<u>\$202</u>
<u>G</u>	<u>12,501 – 15,000</u>	
<u>H</u>	<u>15,001 – 17,500</u>	
<u>I</u>	<u>17,501 – 20,000</u>	
<u>J</u>	<u>20,001 – 30,000</u>	
<u>K</u>	<u>30,001 – 40,000</u>	<u>\$355</u>
<u>L</u>	<u>40,001 – 50,000</u>	
<u>M</u>	<u>50,001 – 60,000</u>	

<u>N</u>	<u>60,001 – 70,000</u>	
<u>O</u>	<u>70,001 – 100,000</u>	
<u>P</u>	<u>100,001 – 150,000</u>	<u>\$512</u>
<u>Q</u>	<u>150,001 – 200,000</u>	
<u>R</u>	<u>Over 200,000</u>	

- E. Reinspections.
The fee for conducting reinspections is ~~((eighty-eight))~~ one hundred five dollars per incident. This applies to inspection requests beyond the allowable inspections associated with an original permit. The reinspection fee will apply when an inspection is scheduled with the fire department and the following occurs:
1. The project or occupancy is not ready for the inspection.
 2. Corrections that were previously identified remain uncorrected.
 3. The site is not accessible and a return visit is required.
- F. Inspection fees as set forth in this section are appropriated for an estimated time spent equal to or less than one hour per inspection. Permittees are subject to additional inspection fees, which shall apply in a minimum of one-hour increments for each permit fee category, for additional time spent on inspection services to include code research and return site visits.

Section 4. That SMC section 8.02.0615 Fire Code Annual Inspection Fees Table is amended to read as follows:

8.02.0615 Fire Code – Annual Fees

Some of the various permits for uses and occupancies of land and buildings and for manufacturing, using, and storing of materials, are specified in IFC 105.6. Inspection fees as set forth in this section are appropriated for an estimated time spent equal to or less than one hour per inspection. Permittees are subject to additional inspection fees, which shall apply in a minimum of one-hour increments for each permit fee category, for additional time spent on inspection services to include code research and return site visits. The annual fees are:

[Fire Code Annual Inspection Fees Table](#) (See Linked Document)

SMC 8.02.0615 Fire Code – Annual Fees	
Inspection	Annual Fees
Aerosol Products (aggregate level 2 or 3 in excess of five hundred pounds) Manufacture, Store, Handle	(((\$88.00)) <u>\$210.00</u>
Automobile Wrecking Yard	(((\$123.00)) <u>\$294.00</u>
Aviation Facilities	(((\$88.00)) <u>\$210.00</u>
Battery Systems (having electrolyte capacity in excess of amounts listed in 2006 IFC section 608) Installation or Operation	(((\$88.00)) <u>\$210.00</u>
<u>Carbon Dioxide Systems – Operational Over 100 lbs.</u>	<u>\$210.00</u>
Combustible Dust-producing Operations	(((\$88.00)) <u>\$210.00</u>
Combustible Fiber Storage and Handling (in excess of one hundred cubic feet)	(((\$123.00)) <u>\$294.00</u>
Combustible Storage – Miscellaneous (storage in excess of two thousand five hundred cubic feet gross volume of combustible empty packing cases, boxes, barrels, or similar containers, rubber tires, rubber, cork, or similar combustible material)	(((\$123.00)) <u>\$294.00</u>
Compressed gas Storage, Use, and Handling (in excess of quantities listed in 2006 IFC table 105.6.8)	(((\$88.00)) <u>\$210.00</u>
Covered Mall Buildings	(((\$88.00)) <u>\$210.00</u>
Cryogen Production, Storage, Transport, Use, Handling, or Dispensing (in excess of quantities listed in 2006 IFC table 105.6.10)	(((\$88.00)) <u>\$210.00</u>

Dry Cleaning Operation Excluding Facilities Used as Holding/Storage of Dry-cleaned Goods	(\$88.00) <u>\$210.00</u>
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SMC 8.02.0615 Fire Code – Annual Fees	
Inspection	Annual Fees
Explosives, Explosive Materials, Fireworks or Pyrotechnic Special Effects, Small Arms Ammunitions (reference 2006 chapter 33 IFC and chapter 10.33A SMC) Manufacture, Storage, Possession, Handling, Use, Discharge (other than public display that requires fire department staging during the display), or Sale	(\$88.00) <u>\$210.00</u>
Fireworks (public display that requires fire department staging during the display as determined by the fire official)	(\$150.00) <u>\$357.00</u>
Fruit and Crop Ripening Facility or Conduct a Fruit Ripening Process Using Ethylene Gas	(\$88.00) <u>\$210.00</u>
Fumigation (engage in the business of fumigation or thermal insecticide fogging, or to maintain a fumigation room where a toxic flammable fumigant is used)	(\$88.00) <u>\$210.00</u>
Hazardous Materials Storage, Transportation on Site, Dispensing, Use, or Handling (in excess of amounts listed in 2006 IFC table 105.6.20)	(\$88.00) <u>\$210.00</u>
High-piled Combustible Storage Area (in excess of five hundred square feet)	(\$123.00) <u>\$294.00</u>
Hot Work Operations	(\$88.00) <u>\$210.00</u>
Industrial Oven (reference 2006 chapter 21 IFC)	(\$88.00) <u>\$210.00</u>
Lumber yard and Woodworking Plants for the Storage or Processing of Lumber Exceeding One Hundred Thousand Board Feet	(\$123.00) <u>\$294.00</u>
Magnesium Work (melt, cast, heat treat, or grind more than ten pounds)	(\$88.00) <u>\$210.00</u>

SMC 8.02.0615 Fire Code – Annual Fees	
Inspection	Annual Fees
Miscellaneous Combustible Storage (in excess of two thousand five hundred cubic feet)	(((\$123.00)) <u>\$294.00</u>
<u>Mobile Food Preparation Vehicles – Operational</u>	<u>\$105.00</u>
Open Flames and Candles in Association with Dining or Drinking Establishments that have a Maximum Occupant Load Under Fifty (Open flames and candles associated with public assembly areas are listed as a related activity on the “place of assembly” permit. Reference SMC 8.02.0615(Y))	(((\$88.00)) <u>\$210.00</u>
Open Flames and Torches (to remove paint with a torch or to use a torch or open-flame device in a hazardous fire area)	(((\$88.00)) <u>\$210.00</u>
Organic Coating Manufacturing Operation (producing in excess of one gallon per day)	(((\$88.00)) <u>\$210.00</u>
Place of Assembly – Operation: Place of Public Assembly having a Capacity from Fifty to less Than Three Hundred Persons	(((\$88.00)) <u>\$210.00</u>
Place of Assembly – Operation: Place of Public Assembly having a Capacity from Three Hundred to Less Than One Thousand Persons	(((\$158.00)) <u>\$378.00</u>
Place of Assembly – Operation: Place of Public Assembly having a Capacity from One Thousand Person Up Capacity	(((\$158.00)) <u>\$378.00</u>
Place of Assembly – Liquid- or Gas-fueled vehicles or Equipment in an Assembly Building	(((\$88.00)) <u>\$210.00</u>
<u>Place of Assembly – Operation: Outdoor Event having a Capacity exceeding One Thousand Persons</u>	<u>\$378.00</u>
<u>Plant Extraction Systems – Operation: Use of Plant Extraction System</u>	<u>\$210.00</u>
Pyroxylin Plastics (cellulose nitrate) Storage or Handling (in excess of twenty-five pounds) or to Store, Handle, or Use Cellulose Nitrate Film in a Group A Occupancy	(((\$123.00)) <u>\$294.00</u>

SMC 8.02.0615
Fire Code – Annual Fees

Inspections	Annual Fees
Radioactive Materials	(\$88.00) <u>\$210.00</u>
Refrigeration (mechanical) Unit/System Regulated by 2006 Chapter 6 IFC	(\$88.00) <u>\$210.00</u>
Reinspections and Safety Inspections	(\$88.00) <u>\$105.00</u>
Reinspection and Safety Inspections: Safety Inspection for a Temporary Amusement Building that is Not Permanent or Mobile	(\$158.00) <u>\$378.00</u>
Repair Garages <u>and Motor Fuel-Dispensing Facilities</u>	(\$88.00) <u>\$210.00</u>
Rooftop Heliports	(\$88.00) <u>\$210.00</u>
Special Amusement Building (to operate a permanent or mobile special amusement building) (Buildings or structures used as temporary amusement facilities are viewed as a “special event” and are addressed under the safety inspection permit.)	(\$88.00) <u>\$210.00</u>
Special Event (other fire code permits may also be required depending on the regulated hazards)	(\$88.00) <u>\$210.00</u>
Spraying or Dipping Application of Flammable or Combustible Finishes (liquids or powders) for Floor Finishing or Surfacing Operations (to apply flammable or combustible finishes, coatings, and treatments [in excess of three hundred fifty square feet])	(\$88.00) <u>\$210.00</u>
Storage of Scrap Tires, Tire Byproducts, and Indoor Storage of Tires	(\$88.00) <u>\$210.00</u>
Temporary Membrane Structures (tents in excess of two hundred square feet, canopies in excess of seven hundred square feet, air supported structures)	(\$88.00) <u>\$210.00</u>
Tire Rebuilding Facilities	(\$88.00) <u>\$210.00</u>

SMC 8.02.0615 Fire Code – Annual Fees	
Inspection	Annual Fees
Waste Handling (junk yards and waste material handling facilities)	((\$88.00)) <u>\$210.00</u>
Wood Products	((\$123.00)) <u>\$294.00</u>

Section 5. That SMC section 8.02.0617 Liquid Storage Tanks and Containers Annual Inspection Fees Table is amended to read as follows:

8.02.0617 Liquid Storage Tanks and Containers

This section specifies the fees for the initial and annual follow-up inspections required for various tanks and containers for the storage, handling and use of class I flammable liquids, IFC section 3402.1; class II and class III combustible liquids, IFC section 3402.1; liquefied petroleum gas, IFC section 3802.1; and other critical materials (chapter 17E.010 SMC) not otherwise specified in SMC 8.02.034, SMC 8.02.0615, and SMC 8.02.086.

Liquid Storage Tanks and Containers Annual Inspection Fees Table (See Linked Document)

SMC 8.02.0617 Liquid Storage Tanks and Containers – Annual Fees	
Inspection	Annual Fees
Class I Containers	
Up to 120 Gallons (except less than 5 gallons in a building and 10 gallons outside a building are exempt)	((\$88.00)) <u>\$210.00</u>
121 Gallons to 360 Gallons	((\$88.00)) <u>\$210.00</u>

SMC 8.02.0617 Liquid Storage Tanks and Containers – Annual Fees	
Over 360 Gallons	(\$88.00)) <u>\$210.00</u>
Class II or Class III-A Container	
Up to 120 Gallons (except less than 25 gallons in a building and 60 gallons outside a building are exempt)	(\$88.00)) <u>\$210.00</u>
121 Gallons to 360 Gallons	(\$88.00)) <u>\$210.00</u>
Over 360 Gallons	(\$88.00)) <u>\$210.00</u>
LP Gas Containers	
125 Gallons to 600 Gallons	(\$88.00)) <u>\$210.00</u>
601 Gallons to 1,200 Gallons	(\$88.00)) <u>\$210.00</u>
Over 1,200 Gallons	(\$88.00)) <u>\$210.00</u>
Critical Materials Containers	
Up to 120 Gallons	(\$88.00)) <u>\$210.00</u>
120 Gallons to 360 Gallons	(\$88.00)) <u>\$210.00</u>
Over 360 Gallons	(\$88.00)) <u>\$210.00</u>

SMC 8.02.0617	
Liquid Storage Tanks and Containers – Annual Fees	
Inspection	Annual Fees
Miscellaneous	
Installation and Operation for Up to 90 Days of Temporary Flammable or Combustible Liquid or LP Gas Container	((\$88.00)) <u>\$210.00</u> per site and per container
Operation of an Underground or Aboveground Tank or Equipment More than 60 Gallons	((\$88.00)) <u>\$210.00</u>
c Flammable Liquid Storage Tanks (to remove class I or class II liquids from an underground or aboveground storage tank when not done in the normal course of on-site dispensing or to change the type of contents stored in a liquid critical material tank)	((\$88.00)) <u>\$210.00</u>

Section 6. That SMC section 17F.080.010 of the Spokane Municipal Code is amended to read as follows:

17F.080.010 Adoption of International Fire Code

- A. The Washington State current amended edition of the International Fire Code (IFC) and related standards, published by the International Code Council, as modified by this title, is the fire code of the City of Spokane except as otherwise provided.
- B. The following amendments are made to the International Fire Code:
 1. Section 101.1 is modified to read as follows:
 - a. Title.
These regulations shall be known as the fire code of the City of Spokane, hereinafter referred to as “this code.”
 2. Section ~~((109.4))~~ 110.4 is modified to read as follows:
 - a. Violation Penalties.
Persons who shall violate a provision of this code or shall fail to comply with any of the requirements, thereof, or who shall erect, install, alter, repair, or do work in violation of the approved construction documents or directive of the fire code official or of a permit or certificate used under provisions of this code shall be

subject to a Class I Civil Infraction or the provisions of chapter 1.05 SMC. Each day that a violation continues after due notice has been served shall be deemed a separate offense.

3. Section 112.4 is modified to read as follows:
 - a. Failure to Comply.
Any person who shall continue any work after having been served with a stop work order, except such work as that person is directed to perform to remove a violation or unsafe condition, shall be subject to a Class one civil infraction or penalties identified in chapter 1.05 SMC.
4. IFC Sections 503.1.1, 503.1.2, 503.1.3, 503.2, 503.3, and 503.4 are adopted as published.
5. Chapter 56 is amended with chapter 10.33A SMC.
6. Section 903.2.11.5 is revised to read:
A wet chemical suppression system shall be installed in a commercial kitchen exhaust hood and duct system to meet the compliance of Section 904.
7. Section 904.2.2 is revised to read:
Each required commercial kitchen exhaust hood and duct system required by Section 609 to have a Type 1 hood shall be protected with a wet chemical suppression system installed in accordance with this code.
8. Section 904.12.
Replace the first paragraph and the five types to read:
 - a. 904.12 – Commercial Cooking Systems.
The automatic fire extinguishing system for commercial cooking systems shall be a wet-chemical type system. The wet-chemical system shall be tested in accordance with UL 300 and listed and labeled for the intended application. The system shall be installed in accordance with this code, its listing, and the manufacturer's installation instructions. Wet-chemical extinguishing systems shall be installed in accordance with NFPA 17A.
9. Section 904.12 – Exception; Section 904.12 Items 1, 2, 3, 4, and 5; Section 904.12.3; Section 904. 12.4 are not adopted.
10. Section 905.1 – Add the following to end of the paragraph:

Class II and Class III standpipes are not allowed for new standpipes in the City of Spokane. All requirements for Class II and Class III shall be Class I and references to one- and one-half inch outlets shall be changed to two and one-half inches. There are no requirements for two and one-half inch hose to be provided (i.e., stages).
11. 906.1.

Add exception to read as follows:

- a. Portable fire extinguishers are not required for residential buildings that do not have an interior or exterior common space.
12. Section 1011.14.
Remove “and for access to unoccupied roofs” from last sentence.
13. Section 1011.12
Remove “alternating tread device,” from exception.
14. Section 1023.9.
Revise the second sentence to read as follows:
“. . . the story of, the number of floors above grade (if it is different from the story number), and the direction . . .”
15. Section 5704.2.9.6.1 Modify to read:
“outside of buildings shall be in accordance with table 5705.3.4(2)
16. Section 5706.2.4.4 Modify to read:
Remove the last part of the last sentence: outside of buildings shall be in accordance with table 5705.3.4(2)
17. Section 5806.2 Modify:
Remove the last part of the last sentence: outside of buildings shall be in accordance with the requirements of the Authority Having Jurisdiction
18. Section 6104.2.
Remove the last part of the last sentence: “(Jurisdiction to specify)”.

PASSED by the City Council on _____.

Council President

Attest:

Approved as to form:

City Clerk

Assistant City Attorney

Mayor

Date

Effective Date



BRIAN SCHAEFFER
FIRE CHIEF

July 14, 2021

To: Public Safety and Health Committee and Staff
From: Lance Dahl, Fire Marshal
Re: Fire Prevention Fee Increase FTE requirements

Overview

The Fire Department has not completed a Fee Study on Permitting and Plan Review fees since 2009. Upon my selection as the new Fire Marshal in September 2020, the Fire Chief and I prioritized the organization's effort to finish the fee study for adoption in 2021 and implementation in 2022. Additionally, the organization began in-depth research into the needs of the Department's Prevention and Community Risk Reduction efforts as years of reductions and serious incidents brought to light needs in those areas.

The research study incorporated a risk assessment using the "National Fire Protection Associationⁱ (NFPA) 1730 Standard on Organization and Deployment of Fire Prevention Inspection and Code Enforcement, Plan Review, Investigation, and Public Education Operations," Center for Public Safety Excellenceⁱⁱ (CPSE) assessment tools, and Washington Survey and Ratingⁱⁱⁱ (WSRB) guidance to evaluate the City's building inventory and Fire Department inspection schedule.

Summary of Findings (Outline)

SFD Operational Permit fees

- Spokane FD base permit fee unchanged since 2009 = \$88.00
 - State Average base FD permit fee \$200.00
 - Tacoma = \$280.00
 - Seattle = \$288.00

Spokane new proposed base permit rate %75 of Tacoma= \$210.00

SFD construction plan review and permit fees

- This fee chart "A" from the SMC is also unchanged since 2009 ([Link](#))
- New Proposed Chart "A"- see attached amended SMC
- New inspection fee schedule for Business & Multi-family- see attached amended SMC

Projected revenue increase for Operating Permit fees, Construction plan

review & permit fees over 2019-

891,880.65

New revenue building inspections-

154,081.66

New revenue multi-family inspections-

176,158.00

Total new revenue projection increase over 2019 revenue-

(\$1,222,120.31)



BRIAN SCHAEFFER
FIRE CHIEF

(Continued)

To balance the City's budget in 2004, the Prevention Division's inspection staffing was reduced by 30% (one Assistant Fire Marshal, two Deputy Fire Marshals) and Clerk staffing by 33%. Between 2004 and the fall of 2020, the City of Spokane has increased its building square footage by 20 million square feet. This increase accounts for an additional 22.5% of the City's commercial building inventory. The growth has been dramatic and increased the workload for the limited staff. The lack of inspection staff to handle the additional work has lengthened the time required for plan review, delayed construction inspections, and extended wait time for required annual inspections.

The results from the NFPA 1730 risk assessment have identified that periodic inspections are necessary in the following occupancies:

- Inspect 1495 Multi-family (High-Risk) Occupancy's (not being inspected annually) as required by the National Standard.
- Inspect 4000 (low & Medium Risk) Occupancy's (not being inspected) every two-three years.

In order to perform these inspections, at least 5 - 7 more FTE are required. This increased workload would be met with a combination of hiring additional staff in the Fire Marshals office, and Fire Department Company level inspections.

FTE Projected costs (loaded rates)

• Five Deputy Fire Marshal's	720,235.00
• One Clerk III	80,778.00
• One Community Risk Reduction Technical Specialist	92,000.00
• One Fire Protection Engineer in-training	<u>120,000.00</u>
Total FTE Cost	1,013,013.00

FTE Set-up capital costs

• Vehicles	175,000.00
• Computers, cell phones, software, phones & IT support	68,708.00
• Accela Mobile (10 licenses, 1 st year set up & fees)	33,244.00
• Inspection equipment	1,000.00
• Office Furniture (cubicles, desks, chairs, etc.)	36,000.00
• HVAC replacement to move into old SFD training fac.	<u>30,000.00</u>
Total set-up costs	343,952.00



BRIAN SCHAEFFER
FIRE CHIEF

Department Recommendation

Implement the new fees starting in 2022. Budget the anticipated revenue to offset the new staffing plan to add five additional Deputy Fire Marshals (DFM), Support (Clerk III), and Community Risk Reduction Technical Specialist, and a Fire Protection Engineer in training. SFD would hire these positions in Q1 2022. There is a possibility to negotiate a company-level inspection program that may be able to replace .5 DFM to manage low hazard occupancy inspections.

ⁱ The National Fire Protection Association (NFPA) is a global self-funded nonprofit organization, established in 1896, devoted to eliminating death, injury, property and economic loss due to fire, electrical and related hazards. NFPA's 300 codes and standards are designed to minimize the risk and effects of fire by establishing criteria for building, processing, design, service, and installation around the world.

ⁱⁱ CPSE, In 1986, the International Association of Fire Chiefs (IAFC) and the International City/County Management Association (ICMA) came together to develop a framework for continuous improvement of the fire and emergency service. By 1996, this led to the formation of the Commission on Fire Accreditation International (CFAI) to award accreditation to fire and emergency service agencies. In 2000, the Commission on Chief Fire Officer Designation was established to credential fire and emergency service officers. In 2006, the corporation's name was changed to the Center for Public Safety Excellence, with CFAI and the, now-titled, Commission on Professional Credentialing became entities under CPSE.

ⁱⁱⁱ WSRB is an independent, not-for-profit, public service organization serving Washington state. Our promise is to provide unbiased, accurate information that helps insurance companies evaluate risk and helps reduce loss of life and property. We started by providing objective data on fire-related property risk and have expanded to cover multiple risk factors to meet the industry's evolving needs. WSRB helps insurers and their customers.