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January 30, 2019

City of Gainesville 200 East University Avenue, Room 339 Gainesville, FL 32601

Dear Ms. Sesco:

We are pleased to submit a proposal in response to RFP No. DOMX-190023-DS for Integrated Parking Management & Mobile Ticketing Solution. As a pioneer in the industry since 1994, IPS has evolved to meet the ever-changing parking needs of municipalities worldwide. We have grown from the inventor of the credit card-enabled single-space parking meter to a leading provider of single-space meters, multi-space pay stations, vehicle detection sensors, smart collection systems, mobile parking applications, in-vehicle payment, and Enforcement and Permitting solutions as part of the industry's only true, fully-integrated Smart Parking Platform. The entire IPS ecosystem is backed by a secure, cloud-based Data Management System (DMS) that aggregates data from your M5™ single-space meters, MS1™ multi-space meters, IPS Enforcement Management and Permit Management Solutions into meaningful analytics and reports. A truly integrated solution allows Gainesville the capability to manage their entire parking network from anywhere, anytime, with single sign-on (SSO) access to all applications and consolidated parking data in one place.

#### WHAT SETS IPS APART FROM THE COMPETITION?

IPS is one of the few vendors listed as an Authorized NLETS (National Law Enforcement Telecommunications System) Partner. This means that as part of the IPS Ecosystem, the City of Gainesville can obtain out-of-state Registered Owner (RO) information from all 50 states. The IPS Mobile Enforcement System is designed to be the most intuitive system on the market and is a fully cloud-based solution which eliminates system reliability issues that can occur with legacy infrastructure. Features such as e-chalking, mobile LPR, guided enforcement, Geocoding, and image capture provide enhanced evidence collection for citations. IPS offers both one-piece and two-piece (handheld + printer) ticketing systems, with both Android and iOS options.

Our Permit Management solution offers the flexibility and convenience to manage the entire parking permit lifecycle from initial design through fulfillment via a web-based system, offers additional payment methods and is fully-integrated with IPS single- and multispace meters as well as the IPS Enforcement Management System. The system supports an unlimited number of rates and permit types such as virtual and seasonal beach permits, offered in multiple formats such as decals, hang tags, and/or electronic permits. The City is able to search for the most current and accurate permit information by license plate number, location, contact name, or permit number, as well as check on permit order status in real-time.

#### DEDICATED ONGOING SUPPORT

Your dedicated IPS team has over 200 combined years of experience ranging from management, R&D, sales and marketing, to engineering and customer support. IPS is uniquely positioned to provide a high level of customer support. If at any time you require additional assistance, our live chat capabilities eliminate the time and frustration associated with traditional IVR customer service systems which can help your City's improve customer service.

#### **OUR SOLUTION INCLUDES:**

- Mobile Enforcement System (MES): The most innovative on the market today, our Mobile Enforcement Device ensures parking enforcement officers experience a convenient, quick and efficient citation issuance process. IPS supports both Andriod/iOS in a one-piece or two piece configuration.
- Enforcement Management System (EMS): Our end-to-end cross compatible webbased citation management system manages the entire lifecycle of parking citations including issuance, adjudication, payment, DMV communications and collections.
- Permit Management System: The Permit Management solution offers property managers the flexibility and convenience to manage the entire parking permit lifecycle from initial design through fulfillment via a web-based system available in real-time.
- Public Citation Management Portal: A website that allows citizens to review the current status of their citation, pay or obtain information on how to contest their citation, review fine amounts including late fees, and obtain additional information.

IPS is the only vendor capable of offering an Enforcement and Permit Management Solution, built from the ground up, designed to work in harmony with your City's existing Parking meters. We encourage your City to experience first-hand the benefits of our fully-integrated solution with a live demo of the Enforcement and Permit Management Solution. We believe that when you compare the strength and experience of the IPS team, the customer convenience of the proposed solution, and the superior total cost of ownership, you will see a compelling story and agree that our team is exceptionally positioned to provide the City of Gainesville with outstanding products, people, and support and help your City meet their goal of a timely and seamless implementation. We look forward to building upon our successful relationship in the months to come.

Respectfully,

Chad Randall

Chief Operating Officer IPS Group, Inc.

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- Certificate of Insurance
- Service Level Agreement

Important note: IPS Group Inc. ("IPS") has made an effort to be as thorough and responsive as part of our request for proposal (RFP) submission. In doing so, we are providing valuable and protected information, including ideas and concepts that IPS considers to be confidential. Release of IPS confidential information may cause irreparable harm to IPS by publicly disclosing such information that is not publicly known. IPS respectfully requests the right to be notified and provided an opportunity to redact such confidential information in the event of any third-party request for public disclosure.

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# **CHAPTER 1: QUALIFICATIONS**



## COMPANY HISTORY

For over two decades, IPS has been committed to the design, engineering, and manufacturing of intelligent parking technologies that shape the industry such as payment processing systems, SaaS management software, and low-power wireless telecommunications.

Based in San Diego, CA, IPS is the proud inventor of the credit card enabled single-space parking meter and has more wireless parking devices deployed across the US than our competitors combined. To date, IPS operates more than 275,000 wireless devices in over 300 cities worldwide. IPS drives the Smart Cities evolution as an innovator and trusted provider of Smart Parking technology.

IPS offers the industry's only true Fully-Integrated Parking Management Suite. Several IPS customers have already subscribed to the complete product suite for the ease of city-wide parking data integration and access to all parking applications via one cloud-based platform. The Suite of Smart Parking products includes single- and multi-space meters, sensors, enforcement and permitting solutions, and mobile payments that connect to one, powerful integrated Data Management System (DMS). The secure, cloud-based DMS aggregates the data from all integrated devices into meaningful analytics and reports.

A truly integrated solution allows cities and communities of any size to manage their entire parking network from anywhere, anytime, with single sign-on (SSO) access to all applications and consolidated parking data in one place. While the IPS Parking Management Suite offers all of the

interrelated parking applications a city may need, it can also seamlessly integrate with any third-party service via API.



IPS handles all design, final assembly, and ongoing support conducted in our San Diego offices where we employ more than 175 full-time employees. By manufacturing in the US, we are able to provide outstanding quality, reduce environmental impact, and meet quick delivery turnaround requirements.

IPS also has local sales and field staff throughout the US to provide the level of support our customers require. In addition to sales and dedicated customer support assigned to your account, IPS has an in-house team of product engineers, computer programmers, marketing and PR professionals, accountants, and technical support specialists to support any project.

Our goal is to develop a long-term partnership, rooted in open, honest communications, close cooperation, and practical application of parking technologies. Our project approach includes proven technology, seasoned team members, and solid experience using such technology to improve customer satisfaction and optimize and increase parking revenue requirements.

# **COMPARISON OF SERVICES**

FEATURE	OTHER VENDORS	IPS ENFORCEMENT SOLUTIONS
Manual Cites/Data Entry	X	X
Handhelds	X	X
Call center	X	X
Adjudications	X	X
IVR	Х	Х
Meter Integration		X
Collections	X	X
DMV integration	X	X
NLETS Integration		X
Web Chat Support		X
Interactive Public Portal		X
Public Mobile Applications		X
Event Management		X
Permit Management	X	X
Guided Enforcement		X
Cross Compatible Applications		X
Mobile Permit Sales		X
IOS Device Support (handhelds)		X
National Support		X
Notices/Letters	X	X
Code Enforcement	X	X
Code Enforcement Handhelds		X
Single Sign-on technology		X
Two Factor Authentication		X
PCI-1 Compliance		X
Reporting	X	X
On Demand Reporting	X	X
Report Favorites		X
Custom Reporting	X	×
Dashboard Tools		X
Handheld Remote Management, Support, Tracking, Training		×

# **AWARDS**



# RESULTING FROM ITS SIGNIFICANT INVESTMENT IN R&D, IPS GROUP OWNS 135+ PATENTS—A LIST THAT CONTINUES TO GROW.

We believe our experience in the technology and telecommunications industries has helped us create products that provide the best combination of convenience, user experience, enforceability, and cost of ownership among any parking meter product in the industry today. Our awards reflect our commitment to surpassing expectations in innovation and providing an outstanding client experience.

# AS EVIDENCE OF OUR COMMITMENT, IPS HAS BEEN RECOGNIZED WITH THE FOLLOWING AWARDS:

FIRST PLACE IN THE DELOITTE TECHNOLOGY FAST 50. (an honor bestowed upon the fastest growing technology companies) INTERNATIONAL DESIGN AWARD, 2009. CLEAN TECHNOLOGY AWARD, 2009 CONNECTED WORLD VALUE CHAIN AWARD, 2012 TechAmer US MAYORS FOR EXCELLENCE IN PUBLIC/PRIVATE PARTNERSHIP for Coin/Credit Parking Meter Technology Upgrade in the University of Los Angeles, CA, January 2012 VIC KOPS HUMANITARIAN AWARD, ALONZO AWARDS, 2012 SMART UNIVERSITY PARKING SYSTEM, GOOD DESIGN SELECTION., COMMERCIAL AND INDUSTRIAL CATEGORY, 2014 2014 INTERNATIONAL PARKING INSTITUTE PARKING MATTERS MARKETING & COMMUNICATIONS AWARD CIO TOP 25 GOVERNMENT TECH, 2018 BRITISH PARKING AWARDS FINALIST, 2018

Please see our product and company timeline on the next page.

# 1994

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

## 1999

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



2002

Deloitte Fast 50 Award

# 2007

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

# 201

Corporate Social Responsibility donation meter program begins

# 2013

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

# 2016

New Innovative solutions Introduced including PARK SMARTER™ mobile payment app and My Parking Receipt™

# 1998

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

# 2000

IPS Group, Inc. USA Incorporated in Pennsylvania



# 2005

"Smart" single-space parking meter is invented

# 2009

Tech America "Green Technology" Award

Wireless vehicle detection sensors developed

# 2012

U.S. Conference of Mayors Award for public/private partnership

VIk Kops Humanitarian Award

Connected World Award

# 2015

Dome-mount sensor developed, which provides the most accurate data on the market

## 2017

In partnership with Verizon, IPS reduced 34,192 metric tons of CO<sub>2</sub>e emissions in the U.S. by reducing the number of miles driven to find available parking





# KEY DIFFERENTIATING FACTORS

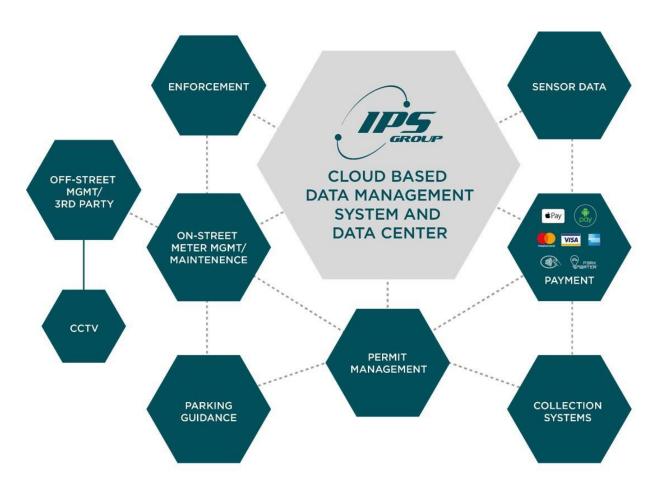


#### FULLY-INTEGRATED MANAGEMENT SYSTEM

IPS is the *only* supplier to provide a best-in-class product suite, fully connected and powered by one back-end software solution that intelligently manages all aspects of a parking program. The system is built from the ground up and offers complete system-wide control at your fingertips. Unlike some solutions that promote surface level integrated solutions with basic data sharing, IPS offers a deeply connected system of future-proof technology that harmoniously complements each other as part of a truly comprehensive Smart Parking solution. This includes smart single-space meters and multispace pay stations with more flexible payment options offered than any other meter or pay station in the industry (such as smart payments with Apple Pay and Android Pay); mobile payment/pay-by-cell, in-vehicle payment, cloud-based parking enforcement and citation management, permit management and more.

#### I FADER IN INNOVATION

IPS invests heavily in research and development in order to position itself as the industry leader. Our company culture fosters the flow of ideas. We currently own 112 patents, a list that continues to grow. As such, we are able to provide our clients with state-of-the-art products to help maximize existing infrastructure, enhance revenue, and improve the overall customer experience. Some examples include vehicle detection sensors, smart collection systems, visual analytics tools, and mobile maintenance phone applications. The result of our investment has led to groundbreaking innovation such as offering the only smart meter that provides in-vehicle payment capability through Bluetooth technology and also allowing users additional flexible payment options such as Apple Pay and Android Pay.



#### POWERFUL DATA MANAGEMENT SYSTEM

The entire IPS Ecosystem is integrated into a web-based Data Management System (DMS) and data is stored on central servers hosted by IPS. This data transfer happens automatically and, unlike others, our parking meter technology allows all rate changes, firmware downloads, and communication to/from the DMS. Built for the future of Big Data, our next-generation DMS connects all IPS solutions with modules, data intelligence, and an enhanced user interface design that improves management of parking networks from anywhere, at any time.

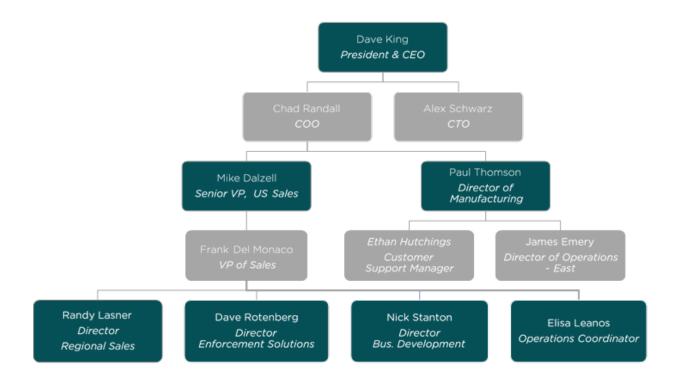
#### MANUFACTURED IN THE US

While many of our competitors' products are manufactured outside of the US, IPS is proud to manufacture at its corporate headquarters in San Diego, CA. Furthermore, all engineering, card processing, data storage, and back office hosting server systems are based in the US.

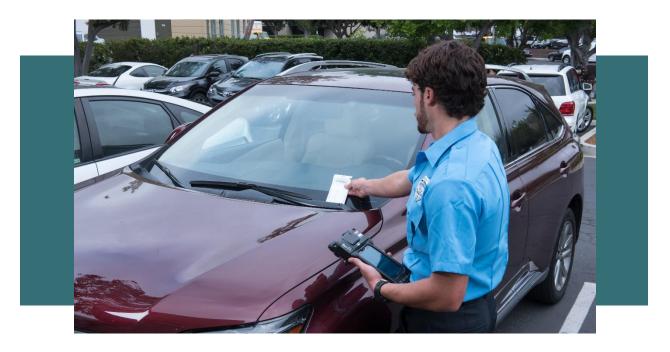
#### DATA ANALYTICS

The Visual Analytics tool allows users to identify patterns and analyze data in order to make informed data-driven decisions based on past and current trends.

# IPS GROUP, INC. ORGANIZATIONAL CHART



#### IPS KEY CONTACTS



For nearly two decades, IPS has built a reputation as a parking industry leader due to our Fully-integrated Smart Parking Platform. This includes our Parking Enforcement and Permit Management solutions built to promote efficient compliance.

Our solutions are backed by a professional support team that provides fast, efficient service. We know our customers' ultimate goal for parking enforcement is to optimize parking management and promote public safety, and we aim to help them achieve this by establishing a lasting relationship built on a foundation of trust, outstanding quality and integrity.

The diverse IPS team possesses more than 200 combined years of experience in specialties ranging from management, R&D, sales and marketing, to engineering and customer support. IPS's corporate office is located at 7737 Kenamar Court, San Diego, CA 92121. Your City's enforcement and permitting sales contact, Randy Lassner, 888-555-1212, randy.lassner@ipsgroupinc.com is an integral part of the team dedicated to this project. Our high-performing project management team will apply best practices to ensure that the entire solution is implemented within budget, on schedule, and within scope.

IPS clearly understands the importance of ongoing support and we encourage your City to speak with our references in this regard. We also understand that ongoing support is a critical element of any successful project and the basis of a long-term partnership. IPS is uniquely positioned to provide support services that will translate into the most responsive and comprehensive service offering available to your City. Gainesville will be provided a designated Customer Support Manager who will understand all of the intricacies of your project.

## IPS TEAM



#### DAVID W. KING

#### IPS President & CEO | ROLE: Authorized to Bind and Negotiate

David King is the founder and Chief Executive Officer of IPS Group, Inc. A leader in telecommunications for over 20 years and the senior brainchild behind the solar powered single-space parking meter, King's responsibilities include leadership and oversight of all the Company's initiatives and operations. As a business leader, King has had a far reach across the globe. In South Africa, King was an executive for Barlow Rand Limited, the largest industrial company in the country. King also served as President of Telkor Pty, a large high-tech telecommunications and military electronics company employing over 1,000 employees, half of which were



CHAD P. RANDALL

IPS Chief Operating Officer | ROLE: Authorized to Bind and Negotiate

As COO, Chad Randall is responsible for the broad oversight of IPS Group's ongoing operations and maintains direct supervision of the Company's business development unit. Randall joined the Company in 2008 at his current position, bringing many years of Fortune 500 corporate experience in both the automotive and instrumentation industries. In addition to business management, Randall has functional experience in engineering, manufacturing, marketing and product line management. Randall holds a Bachelor of Science in Mechanical Engineering from Rose-Hulman Institute of Technology and a Master's in Business Administration from Harvard Business School.



ALEXANDER M. SCHWARZ

IPS Chief Technical Officer | ROLE: Meter and Back Office Tech
Integration

Alex Schwarz serves as the Chief Technical Officer of IPS Group, Inc. As CTO, Schwarz has played a major role in the development of IPS' flagship product, the solar powered single-space parking meter, and is responsible for the oversight of IPS Group's research and development efforts. Schwarz joined IPS Group in 1998 as a specialist in information technology and cellular telecommunications. Schwarz has comprehensive knowledge of the design and manufacturing of electronic peripherals, electronic parking meters, and cellular interface technology (CDMA and GSM).



MIKE DALZELL

IPS Senior Vice President of US Sales | ROLE: Senior VP of US Sales

With more than 30 years of professional sales experience, including 3 years of prior military service, Dalzell has built a career as a successful systems sales engineering and sales team manager. This includes over 10 years selling Communications Technology into Fortune 500 companies, as well as over 20 years providing sales management and marketing services to startup technology companies all over the USA.



FRANK DEL MONACO
Vice President of Sales, East Coast | ROLE: Contact & Support

Frank Del Monaco joined IPS in May 2011 and brings more than 30 years of public parking management experience to IPS in both local government and private management positions. He recently held the position of Director of Municipal Services for LAZ Parking and since 2001 was responsible for government services contract oversight in outsourced and P3 concession agreements. Del Monaco served as the chief parking administrator for municipalities in New Jersey, Florida, and Connecticut. He has also served as an elected official on the International Parking Institute's Board of Directors, served as a member on their Board of Advisors and achieved designation as a Certified Administrator of Public Parking (CAPP) by the International Parking Institute (IPI) as part of the inaugural class in 1994.



DAVID L. ROTENBERG

IPS Project Manager | ROLE: Primary point of contact for this project

Dave Rotenberg serves as Director of Enforcement Solutions of IPS Group, Inc. As Director, Dave is responsible for the oversight and management of the Enforcement Solutions division and maintains direct supervision over the technical and operations units. Dave joined IPS in 2016 at his current position, bringing with him 20 years of parking enforcement management experience in both the public and private sectors. Prior to taking on his role as Director of Enforcement Solutions, Dave was the COO and part owner of a premier parking and code enforcement data management corporation where he was responsible for the day-to-day today operations of the company; managing the MIS, Client Relations and Operations departments.



NICK STANTON

Director of Business Development | ROLE: Contact & Support

Prior to IPS, Nick Stanton worked in the aerospace and defense industry for more than 10 years where he worked on a number of highly sensitive projects with some of our Nation's most important national defense contractors. He joined the parking industry in 2013 and quickly made a name for himself as one of the most reliable, customer-centric, business development leaders in the industry. Nick is a highly experienced technical business development professional with a passion for excellence. His technical background, coupled with his ability to forge key relationships, has helped IPS to quickly become a leader in the Parking Enforcement Industry.



RANDY LASSNER

Director of Regional Sales | ROLE: Contact & Support

Before joining IPS, Randy Lassner worked in the car industry for over 12 years as a General Manager for one of the top 20 volume Chevrolet dealerships in the US. He was responsible for managing a team of 20+ salespersons, advertising, and purchasing all used cars. In 2008, Lassner entered the parking industry. As Director of Sales, he was responsible selling Parking Enforcement software and hardware to Municipalities and Universities across the country. Lassner helped multiple companies grow their presence across the US market through strategic partnerships and relationships.



ELISA LEANOS

IPS Operations Coordinator | ROLE: Operations Coordinator

Elisa Leanos serves as the Operations Coordinator of Enforcement. As Operations Coordinator she is responsible for every aspect of our parking citation and processing service operation for existing clients as well as managing the daily service functions. Elisa joined the parking industry in 2005 bringing with her 13 years of parking enforcement experience in the private sector. Her duties include project management, client setup and implementation, and system research and development.



ALEX DOMINGUEZ

IPS Systems Support Specialist | ROLE: Client Support

Alex earned his bachelor's degree from Westwood College and came to IPS with over 10 years of experience in the parking industry. He began his career with an enforcement company and worked his way up from Data Entry to Technical Support Specialist. Alex now works as the Systems Support Specialist with IPS Group, working closely with both the enforcement hardware and software, as well as working in tandem with the development teams to test and deliver new innovative software. His responsibilities include charge of configuring, testing, and installing all equipment for new clients, on-site or remote training of new and existing customers, as well as handling day-to-day client requests, troubleshooting, and technical support of all kinds.



RYAN JAUREGUI

IPS Senior Software Engineer | ROLE: Senior Software Developer

Ryan is a Senior Software Engineer with extensive experience managing teams of internal and remote developers. His responsibilities include developing web, mobile and desktop solutions as well as designing and supporting both on-premises and cloud IT infrastructure.

# REFERENCES

Since its release, the Enforcement and Permit Management Solution has proven itself revolutionary to parking management and public safety solutions. We invite you to contact our references, who can attest to our high level of customer support, technical innovation, and product dependability.



#### CITY OF EUGENE, OR

# Travis Hargitt | Director of Operations

Phone: 541.682.5296 Email:

<u>Travis.L.Hargitt@ci.eugene.or.us</u> Start Date: July 2017 - current

**Key IPS Staff:** Dave Rotenberg, Nick Stanton, Randy Lassner, Elisa Leanos

#### Description of Services Provided:

- Real-time meter status alerts
- 12 Mobile Enforcement devices
- EMS Citation Management System
- IPS Permit Management Suite
- LPR products, services, and integration



UNIVERSITY OF MINNESOTA DULUTH, MN

Lisa Norr | Associate Director of Student Life Operations

Phone: 218.726.6601

Email: <u>lisanorr@d.umn.edu</u>

Start Date: August 2017 - current

**Key IPS Staff:** Dave Rotenberg, Nick Stanton, Randy Lassner, Elisa Leanos

#### Description of Services Provided:

- 3 Mobile Enforcement devices
- EMS Citation Management system



# ASBURY PARK, NJ Michael Manzella | Transportation Manager

Phone: (732) 502-5727

Email: Michael.Manzella@cityofasburypark.com

Start Date: - current

Key IPS Staff: Dave Rotenberg, Nick Stanton,

Randy Lassner, Elisa Leanos

#### Description of Services Provided:

■ IPS Permit Management Suite



## CAROLINA BEACH, NC Michael Cramer

Phone: 910.458.2966 Email:

Michael.cramer@carolinabeach.org Start Date: Dec. 2017 - current

**Key IPS Staff:** Dave Rotenberg, Randy Lassner, Elisa Leanos

#### Description of Services Provided:

 EMS Code Enforcement Management System

## LONG TERM IPS GROUP REFERENCES

The following are additional long-standing references of IPS Group and can attest to the unmatched service provided by IPS, as well as our meter products that, like the Enforcement Management and Permit Management solutions, are fully-integrated with the IPS Smart Parking Platform.



#### CITY OF ALBUQUERQUE, NM

#### **Angela Graham**

Email: agraham@cabq.gov

Tel: 505.924.3949

Address: 600 2nd Street NW Suite 510,

Albuquerque, NM 87102

Project Dates: 2014

Quantity of Meters Installed: 800 single-

space meters and 4 pay stations



#### CITY OF SALT LAKE CITY, UT

# Greg Fieseler, Compliance Division

Email:Gregory.Fieseler@slcgov.com

Tel: 801.509.8972

Address: 212 East 600 south Powell,

Salt Lake City, UT 84114

Project Dates: 2014

Quantity of Meters Installed: 300

Siemens Upgrade Kits

## PERSONNEL REFERENCES

The dedicated IPS Enforcement Team continuously oversees the integrity of the service and performance of all IPS services. Our key enforcement personnel are fully proficient in the Enforcement Management Solution and understand all aspects of this complex and everchanging industry. All steps of client implementations are documented to ensure that each one is completed in a timely and accurate manner. The total combined years of experience of key IPS staff exceeds 200 years in parking.

Below is a list of personal references that have worked with Dave Rotenberg, Nick Stanton, and Aaron Olaiz on previous parking enforcement projects that can attest to the unmatched level of client support offered by IPS.

#### SADDLEBACK COLLEGE

Andrew Craven
Police Technical Services Specialist

Email: acraven@saddleback.edu Phone: (949) 582-4585

#### CITY OF RIVERSIDE

Dulce Gomez
Public Parking Services Manager

Email: dgomez@riversideca.gov Phone: (951) 826-5953

#### CITY OF SANTA BARBARA

David Straede Enterprise Solutions Architect

Email: dave@straede.com Phone: (805) 689-3283

#### ST. ANSELM COLLEGE

Don Davidson Director of Campus Safety

Email: ddavidson@anselm.edu Phone: (603) 641-7287

#### CITY OF PASADENA

Jon Hamblen Parking Manager

Email: jhamblen@cityofpasadena.net Phone: (626) 744-7463

#### **IRVINE VALLEY COLLEGE**

Kyle Fraser Police Service Specialist

Email: kfraser@ivc.edu Phone: (949) 451-5508

#### **ROWAN UNIVERSITY**

Walt Andres
Parking Manager

Email: andres@rowan.edu Phone: (856) 256-4762

# SOUTHERN NEW HAMPSHIRE UNIVERSITY

Linda Beaudoin Parking Manager

Email: l.beaudoin@snhu.edu Phone: (603) 645-9700

# CHAPTER 2: TECHNICAL PROPOSAL



## SCOPE OF WORK

IPS is offering a fully tested, functioning Integrated Parking Management & Mobile Ticket Solution. Our solution includes:

- Session Parking Management: An Integrated Management system that includes a mobile application, website, IVR and the ability to purchase parking session codes from local retailers.
- Permit Management System: The Permit Management solution offers property managers the flexibility and convenience to manage the entire parking permit lifecycle from initial design through fulfillment via a web-based system available 24/7.
- Mobile Enforcement System (MES): The most innovative on the market today, our Mobile Enforcement Device ensures parking enforcement officers experience a convenient, quick and efficient citation issuance process.
- Enforcement Management System (EMS): Our end-to-end cross compatible webbased citation management system manages the entire lifecycle of parking citations including issuance, adjudication, payment, DMV communications and collections.
- Public Citation Management Portal: A website that allows citizens to review the current status of their citation, pay or obtain information on how to contest their citation, review fine amounts including late fees, and obtain additional information.

# CHAPTER 3: PARKING MANAGEMENT

## PARK SMARTER™



IPS offers its own mobile payment application, PARK SMARTER™, which works for metered parking locations bringing greater efficiency and choices to the on-street parking customer experience and parking operations.

PARK SMARTER™ integrates with the IPS Data Management System (DMS) or can be integrated via API with your current management system data so that you can manage parking policy with live alerts, reporting and data analytics across both meters and the mobile app. The app sends expiration notifications and allows the ability to add time to prevent parking citation fines. Users can ad multiple vehicles and credit cards under one account so business and personal parking is conveniently managed in one place.

PARK SMARTER™ provides our clients with a unique opportunity to offer citizens an application that is deeply integrated into the meter system that is on the street. This provides the best opportunity to have a successful program, customer engagement, and more use of the application.

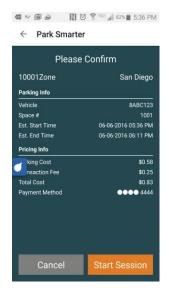
#### PARK SMARTER™ FEATURES:

- Real-time notifications alert users in advance of parking expiration
- Optimized with BLE connectivity to put time directly on the meter
- Parking Finder provides direction to open parking spaces
- Ability to pay and extend parking session remotely (if allowed by parking policy)
- Integrates with Visa Checkout and Masterpass, as well as Visa Commerce Network
- No convenience fees
- Downloadable from Google Play and the iOS app store.

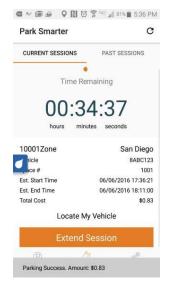
#### PARK SMARTER™ Demo Video







Purchase Screen



Current Session Screen

#### Visa Commerce Network

PARK SMARTER™ is the first mobile parking app to be part of the Visa Commerce Network, Visa's new reward and loyalty program. The integration with Visa Commerce Network is a key differentiating feature of PARK SMARTER™ in its ability to offer a local merchant rewards program that combines opportunities for local businesses to engage directly with customers. The app will include special promotional offers for enrolled US Visa cardholders at local merchants.

#### Parking Finder Feature

PARK SMARTER™ can be used before the car is even parked. Using the app's Parking Finder tool, the user can locate available parking before circling the block in search of a space.

## WEB PAY

IPS is offering a custom web-based system which can be accessed via any web-enabled device, and can be used to register accounts, begin or extend a parking session, manage account balances and view transaction histories.

#### http://www.parksmarter.com

# PAY BY PHONE (IVR)

IPS has a fully customizable Interactive Voice Response system (IVR) that can be configured to tie into any of our internal or third-party data systems so that customer can manage

parking sessions, update accounts, or speak to a live operator. The system can be configured in English and/or Spanish.

## CASH PAYMENT

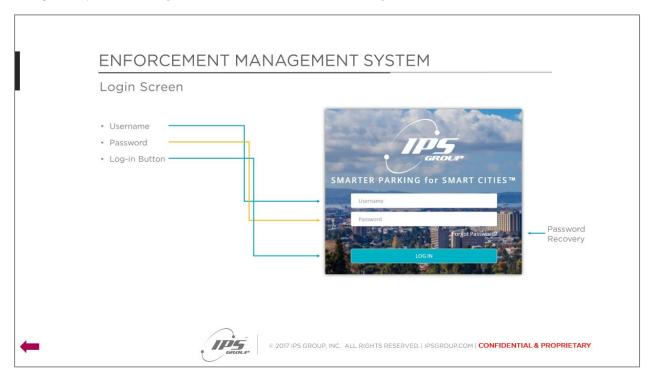
To ensure convenient accessibility, IPS is ready to team up with local retailers and existing meter vendors to allow users to pay by cash to obtain key codes that will work within the existing parking system.

#### ACCOUNT MANAGEMENT

All systems that interact with the parking system including: the mobile app, website, IVR will have the ability to manage user accounts. This includes creating new accounts, updating existing accounts, viewing, hearing and/or printing transaction histories, and configuring parking sessions to send reminders with the option to extend parking via text or email.

# ADMINISTRATOR REQUIREMENTS

Administrative users (as determined by your City) have the capability to access the DMS to easily set up and manage the entire Enforcement management solution.



#### PARKING INVENTORY MANAGEMENT

The IPS Data Management System (DMS) is a real-time, web-based application that allows parking professionals to remotely monitor their parking network from anywhere, at any time. We have extensive reporting that covers meter/block/zone inventory. These reports can be automatically generated based on your City's preferences to include any of the requirements listed.



#### **REPORTING & ANALYTICS**

A comprehensive set of financial, technical, and administrative reporting features paired with remote meter configuration make the DMS both intuitive and powerful. DMS analytics creates a visual representation from large tables of data to help managers gain helpful insight into the patterns and trends of their parking program and leverage this information to derive future strategy and optimize systems.

All reports are flexible with customized views for comparison purposes and/or to reveal "what-if" scenarios. With these fully-integrated tools, customers can better manage the financial aspects of the Park's parking program. All reports can be exported into various formats, including XLS, CSV, and PDF.

#### SEAMLESS INTEGRATION

The DMS allows managers to seamlessly integrate parking meters with vehicle detection sensors, pay-by-cell capability, and other smart applications. A standard web browser is the only tool required to access the DMS and to make changes/configurations to the City's meters.

- Hardware requirements: IPS provides a hosted DMS; there is no local hardware required other than internet access.
- Network requirements: IPS recommends a high-speed internet connection to the DMS service, such as cable or DSL access.
- Operating system software requirements: An internet browser is the only tool required to access the system. Windows and Apple iOS are typical.

■ Browser requirements: Any current internet browser will be sufficient to access the IPS DMS. MS Explorer, Mozilla Firefox, Google Chrome, iOS supported browsers are all compatible, including mobile phone browsers.

#### PRIMARY FEATURES

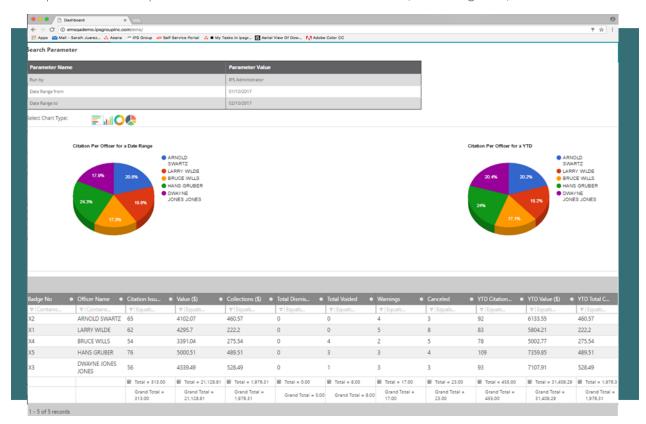
- Real-time updates and live alerts
- Customizable routes to maximize efficiency
- Seamless integration with all IPS meters and sensors, or third-party meters via API
- Flexibility to use as much, or as little data as you choose
- Ability to monitor meter health remotely
- Analytics view options to turn data into usable charts
- User profiles to control access
- Compatibility with Android OS and Apple iOS

## PARKING MANAGEMENT REPORTING

IPS will provide your City access to a full set of robust reports designed to provide full transparency and accountability in order to meet any objective.

Additionally, we provide the flexibility of ability to customize reports to your City's preference, which can be saved for consistency and future use. Your City can have full control of reports to display only the data needed, in an easy-to-read and interpret layout.

All reports can be exported into various convenient formats, including XLS, CSV and PDF.



Sample Screenshot

# CHAPTER 4: PERMIT MANAGEMENT



#### PERMIT MANAGEMENT PORTAL (PMP)

The Permit Management Portal (PMP) is a back-office application that allows the City to easily set up and manage the entire permit issuance process from design to fulfillment. It provides the flexibility to offer whatever permit types you choose (e.g., residential, guest, daily), and can designate specific rates accordingly.

Administrative users (as determined by the City) have the authority to create new permits or deactivate existing permits via the system. The robust back office is hosted in the IPS private cloud and can accommodate an unlimited number of concurrent users and transactions.

#### ONLINE PORTAL

The Permit Public Portal makes it easier than ever for customers to purchase and renew parking permits online. The customer-facing website conveniently allows users to review rates and availability, apply for a permit, upload verification documents and pay online.

#### **ACCOUNT CREATION**

Account creation is easy. Applicants create their account and include vehicle information, contact information, and payment information, which streamlines the application process and eliminates the hassle of mailing forms or waiting in line to complete the process in person.

The system allows customers to upload any documents required by the City such as lease documents, utility bills, etc. in order to complete their application, which is then verified by IPS or City staff. During the application review, City staff will view the uploaded files and approve or deny the application immediately. We will work closely with the City to determine the authentication requirements to include as part of the fulfillment process.

#### MANAGEMENT OF RENEWAL NOTICES

From the PMP, the City can run a query for permit accounts that are up for renewal and generate renewal notices accordingly. The City will set the print date or email notification date. Once confirmation is provided by the user and the letters/or emails have been generated the PDFs are made available in the permit system.

#### DOCUMENT MANAGEMENT

The System allows customers to upload any documents required by the City in order to complete their application, which is then verified by IPS or City staff. During the application review, City staff will view the uploaded files and approve or deny the application immediately. We will work closely with the City to determine the authentication requirements to include as part of the fulfillment process.

#### REAL TIME VALIDATION

The permit system allows for real-time validation of vehicle registration information through integration with the Department of Motor Vehicles (DMV). Based on the business rules established by the City, the system has the ability to verify in real-time if the permit registrant's address is in the proper permit zone, as well as verify that the vehicle registration information matches the applicant's desired permit zone.

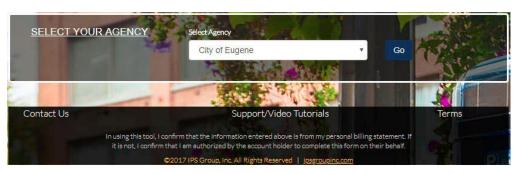
The City can establish the rules associated with each permit type and apply these changes through the PMP system. During implementation, we will assist you in identifying and incorporating the City's business rules applicable to permit limits by permit type. Once the initial rules are set, Administrative users can edit these limitations as needed.

The Permit Management Portal integrates with the Department of Motor Vehicles (DMV) for real-time validation of vehicle registration information. Based on the business rules established by the City the system has the ability to verify in real-time if the permit registrant's address in in the proper permit zone, as well as verifying that the vehicle registration information matches the applicants desired permit zone.

## PERMIT APPLICATION PROCESS

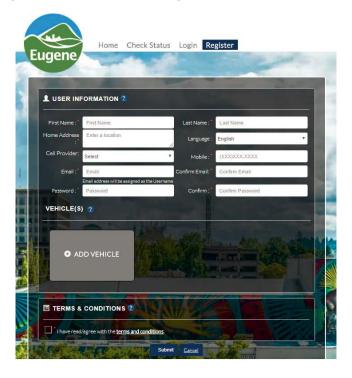
The descriptions below illustrate the application process for a resident, visitor, service or temporary permit.

#### 1. SELECT YOUR CITY - (EX. CITY OF EUGENE) AND SELECT GO



#### 2. REGISTER - CREATE AN ACCOUNT

Select *Register* from the top menu. Enter your User Information below. Accept the terms and conditions by checking the box before selecting to Submit



#### 3. VERIEY EMAIL

You will receive a confirmation before you proceed to log in. Once you are able to verify your email, you can proceed to login <a href="https://www.thepermitportal.com">https://www.thepermitportal.com</a>

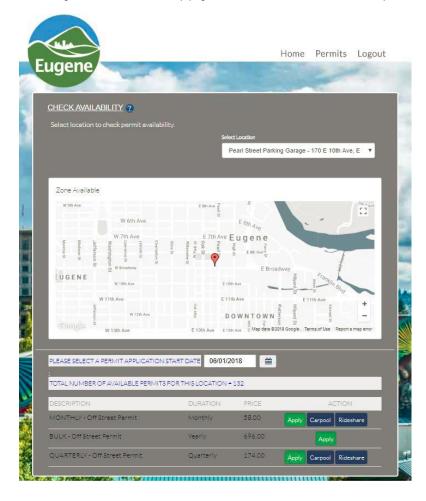
# **APPLICATION PROCESS:**

#### 1. GO TO APPLY FOR PERMIT



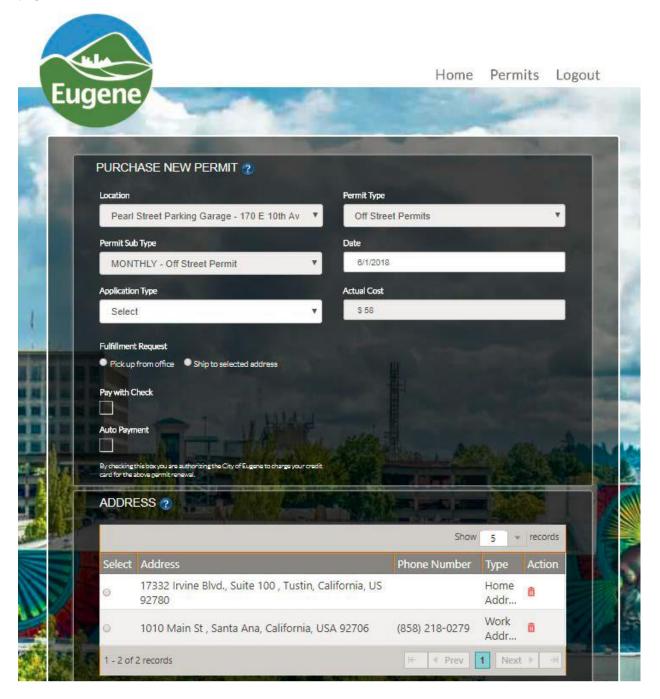
#### 2. SELECT YOUR PERMIT LOCATION

The permit availability for this location will be displayed towards the bottom of the screen where you can select "Apply" from the list of available permits.



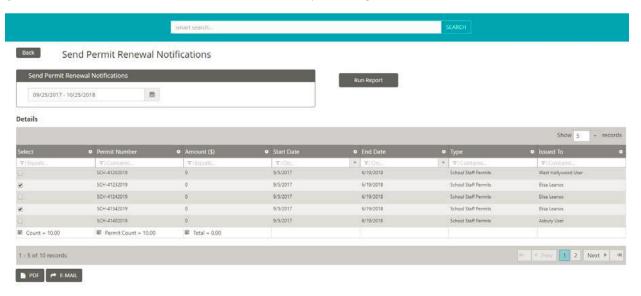
#### 3. ENTER ALL APPLICATION INFORMATION AND SUBMIT

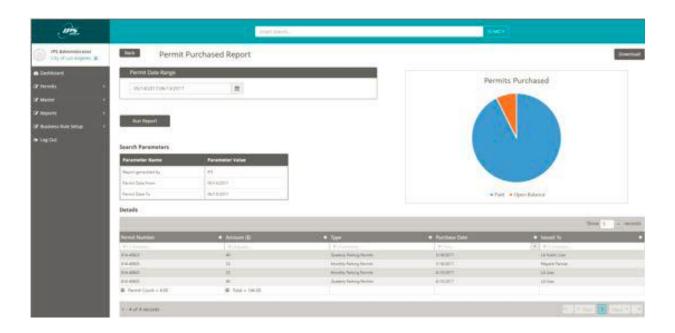
Once your application is approved, you will receive notification via email with a link to submit payment.



## PERMIT RENEWAL PROCESS

From the PMP, the City can run a query for permit accounts that are up for renewal and generate renewal notices accordingly. The City will set the print date or email notification date. Once confirmation is provided by the user and the letters/or emails have been generated the PDFs are made available in the permit system.

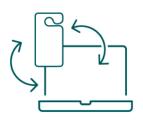




#### PERMIT MANAGEMENT REPORTING

Agencies have full access to online reporting of permit revenue, detailed transactions, and permits issued for full visibility of the program. Detailed reporting includes permit purchases by type and location, permits approved or rejected, pending fulfillment, wait list vs. active permits, etc. Your City has the flexibility to customize reports to your preference, which can

be saved for consistency and future use. On-demand visual reporting including chart and graphs provide visual representations that better identify patterns and trends for improved management. Reports can be exported in multiple formats including XLS, CSV, and PDF. A report scheduler is available for routine and automatic reporting needs. Once a report is scheduled it will be sent to the City automatically.



**FULLY-INTEGRATED** 





# THIRD-PARTY INTEGRATION - LICENSE PLATE RECOGNITION, VIRTUAL PERMITS, AND VIRTUAL CITATIONS

IPS can integrate our Enforcement and Permit Management Solutions with any License Plate Recognition (LPR) provider to form a fully comprehensive, advanced, virtual permit and citation management system. This capacity to integrate with any LPR platform means that we have the unique ability to design our system to, just about, any need and/or specification. Our exclusive LPR partnerships allows for access the best this industry has to offer in LPR technologies:

- Fixed LPR cameras systems
- ALPR vehicle camera systems
- Garage parking systems
- Virtual permitting
- Virtual citations
- Scofflaw Alerts
- Boot Alerts
- Overtime Zones and Alerts
- Comprehensive real-time Reports

We are currently partnered with Vigilant Solutions and Genetec, however, the Enforcement Management System can integrate with any third-party LPR provider.



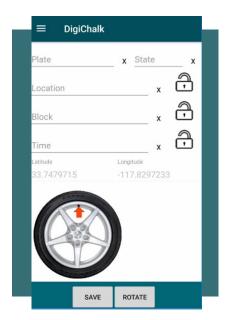
# CHAPTER 5: PARKING ENFORCEMENT



#### MOBILE ENFORCEMENT DEVICE

Citation Entry via Handheld Mobile Device - Our Mobile Enforcement Solution is an easy-to-use handheld citation writer that offers a quick and efficient citation issuance process. Electronic citations are immediately loaded into the Enforcement Management System allowing timely access to citation information for the City and the public.

The conveniently self-contained one-piece, while lightweight and portable, is rugged for heavy-duty daily use and is environmentally-sealed to protect against harsh elements including rain, sleet, snow, and is also mud-resistant. A high contrast screen is easy to read screen even in harsh daylight conditions, and the integrated thermal printer produces citations quickly. A magnetic strip and smart card reader is also included for on-the-go payment collection. The unit also features color photo syncing, and e-chalking, as well as features exclusive only to the IPS Mobile Enforcement Device including guided enforcement, LPR-Lite, and heat mapping that directs officers and enables better route planning. Our Mobile Enforcement Solution is compatible with all Android devices. IPS also offers a two-piece option that is compatible with all printer configurations.

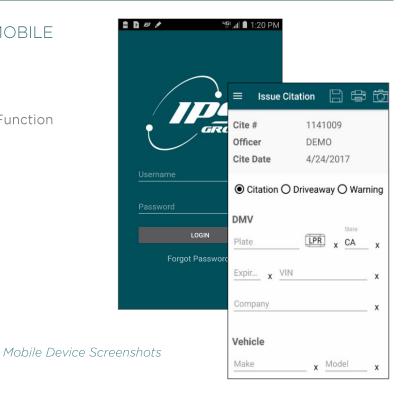


#### **BASIC FEATURES**

- All-in-one 1-piece or optional 2-piece unit (Android OS compatible)
- Real-time syncing to secure/encrypted EMS back office
- Scofflaw and customized alerts
- Integrated thermal printer (1-piece unit)
- Magnetic strip and smart card reader for payment collection
- E-chalking
- Shift tracking
- Customizable user dashboard
- High contrast easy-to-read screen even in harsh daylight conditions
- Type-ahead field input
- E-chalking time limit marking
- GPS tracking
- High-res color images (2mp 1080p @3fps color imager)
- Automatic software updates
- IP65 rating (Operating temps tested to MIL-STD 810F -20° to + 50° C)

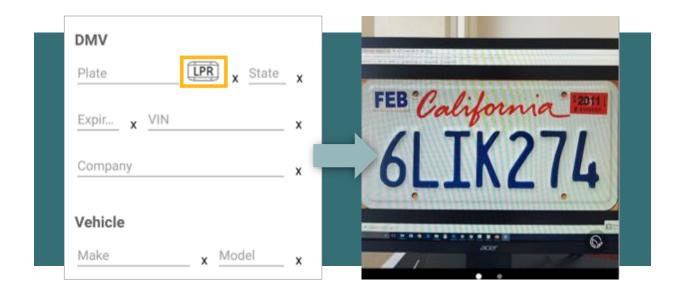
# EXCLUSIVE TO THE IPS N5 MOBILE ENFORCEMENT DEVICE

- LPR-lite Citation Issuance Function
- Heat Mapping
- Guided Enforcement



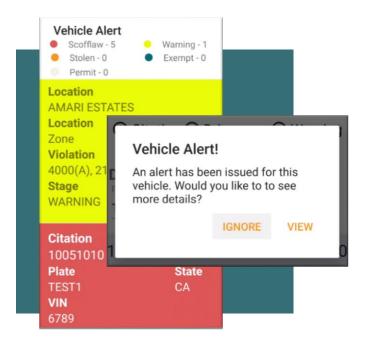
#### LPR-LITE CITATION ISSUANCE FUNCTION (IPS EXCLUSIVE)

Our exclusive LPR-lite citation issuance function allows a user to take a picture of the respective plate and hit confirm to kick off the LPR process. The plate number field is then updated onto the citation being issued.



#### **FEATURES INCLUDE:**

- Automatic alerts
- Scofflaw/habitual offenders
- Stolen plate
- Virtual permitting
- VIP and exempt plates
- Pay-by-plate integration



#### CITATION HEAT MAP (IPS EXCLUSIVE) EASILY IDENTIFY AREAS WITH HIGH CITATION VOLUME

Real-time GPS heat map shows concentration of citations issued over a specific period.

- Identify areas with high concentration of citations
- Maps refresh in real time
- Displays number of tracked and mapped citations
- Color-coded zones indicate citation volume

## Citations Issued: 356 BILINE STATE AND TOTAL STATE OF THE PARTY OF TH

#### GUIDED ENFORCEMENT (IPS EXCLUSIVE)

Guided Enforcement helps save time by providing realtime meter status via Google Maps of all meters on the

beat, directing enforcement personnel to the exact location of meters in violation. Your enforcement personnel will no longer roam unsystematically in search for meter violators, but instead use real-time data to make informed decisions and optimize enforcement route planning.







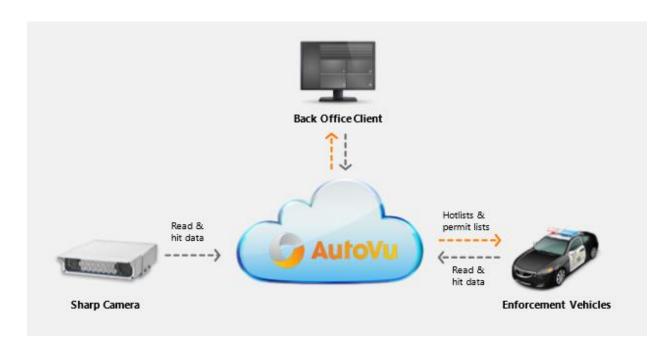


- Real-time meter status alerts
- Color-coded status for easy violation identification
- View or set repair notifications for meters in real time
- Click for detailed meter information

#### FAST AND EFFICIENT INQUIRIES FOR REGISTERED OWNER DATA

**Registered Owner Inquiry** - DMV requests for registered owners are submitted each business day. Most registered owner information is retrieved within 48 hours of a citation being entered.

DMV Interface - The Enforcement Management System interfaces with NLETS (the National Law Enforcement Telecommunications Service) via highly-secured communication methods to ensure vehicle registration information such as holds and releases are obtained and processed quickly and accurately. IPS is one of the ONLY vendors with this interface.



#### AUTOMATIC LICENSE PLATE RECOGNITION (ALPR)

IPS can integrate the Permit & Citation Management system with PCS Mobile Genetec's AutoVu™. Genetec's AutoVu™ has been helping municipalities, universities and parking operators increase enforcement efficiency for over 15 years. AutoVu™ specialized hardware and software is designed and developed in-house by Genetec™ engineers, offering you an end-to-end ALPR solution for your parking enforcement and management. This single, powerful ALPR solution automatically captures and reads thousands of license plates per shift, compares each plate to any existing database in real time, and notifies officers of infractions.

#### CONVENIENT ONLINE OR IN-PERSON PAYMENTS

Payment Processing - IPS provides a lockbox service where payments can be mailed by the public. Payment will be posted and deposited to the City account within 24 hours. The City will have access to view deposit information online, as well as each citation paid within that deposit. Reports are available online for the City to reconcile each payment and deposit that

has been made to your City's bank account. In addition, monthly reports are available to the City to reconcile daily and monthly deposit activity.

IPS accepts VISA, MasterCard, Discover and American Express via the Public Portal website. IPS provides all credit/debit-card processing via real-time authorization and processing. Credit/debit card payments are updated real-time to the citation records and receipts can be printed from the system for the public. Payments by credit card are accepted 24/7. The system secures immediate authorization from the processor, and immediately updates the citation status in real time. The Public Portal website is fully PCI compliant.

In-person payments taken at your City's location can be entered into the Enforcement Management Solution system by City staff. This automatically updates the citation and generates a receipt. An online, real-time report can be generated that details all funds taken at the City for daily reconciliation.

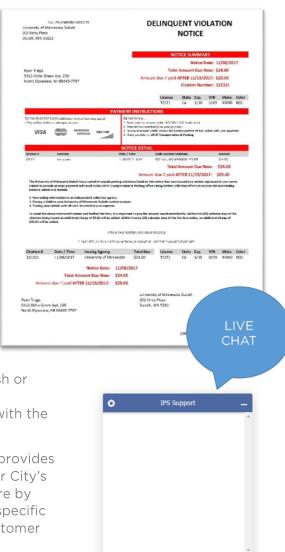
#### MAILING OF NOTIFICATIONS

Mailing of Notices - Notice are printed in color and provide important information to the public regarding the citation details as well as containing all information required to submit payment. All notices, letters, and postage are provided by IPS and mailing using first-class mail. Parking violation notices are mailed based on City preferred schedule. The City has the ability to customize text that is printed on the notice if necessary, which allows the City the flexibility of changing the text should procedures change.

#### UNPARALLELED CUSTOMER SERVICE - FEATURING LIVE CHAT

Telephone Customer Service - IPS trains staff with the ability to respond to calls received in English or Spanish. Customer Service staff provides general information on your City's policies and procedures with the ability to research information to assist the public.

IVR - The Interactive Voice Response system (IVR) provides real-time, detailed citation information linked to your City's database in English or Spanish. The public can inquire by citation number or license plate. Pre-recorded City specific information can be used. Options for reaching a Customer Service Representative are also made available.



Type a message...

Live chat by @LinkedChat

#### REAL-TIME ACCESS TO APPEALS INFO

Appeals Module - Online access to the Appeals Module is available to the City 24/7. Real-time access offers our clients the most current database information. All transactions such as citation records, payments, dismissals, administrative adjudication information, notes, registered owner information and all other citation data are immediately displayed.

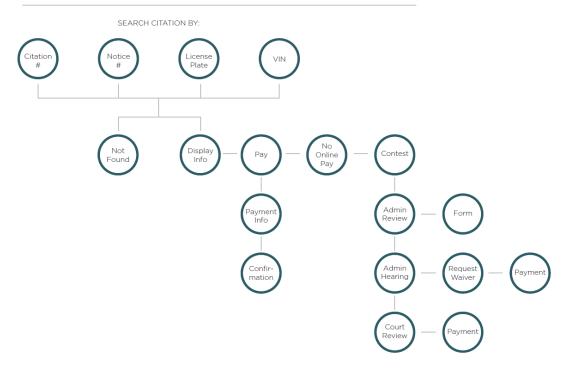
#### COLLECTIONS

Franchise Tax Board Collections (FTB) – IPS complies with all requirements set forth by the FTB for the Interagency Intercept Collection Program. FTB qualified accounts that remain unpaid are sent to FTB once a year for the submission of State tax returns. Once the FTB sends all intercepted funds and detailed reports directly to the City, IPS will reconcile all payments and confirm they have been updated in the Enforcement Management System. IPS will send updates to the FTB of any necessary information to updated account on their system.

Collections Bureau of America (CBA) 3rd Party Collections - CBA is a privately held corporation with 50+ years of experience in the collections industry. CBA is integrated with the IPS Enforcement Management System allowing for easy retrieval of citation data. CBA provides a comprehensive solution while allowing flexible recovery strategies and approach to collections to meet your City's needs and goals. CBA provides customized letter and notice programs, reporting, payment options, and call center with staff trained in handling collection matters.

#### PUBLIC CITATION MANAGEMENT PORTAL

#### Citation Portal



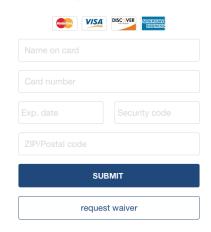
The Public Citation Management Portal is a website that allows cities to access details about their citation and take action in a convenient, paperless process completed in real-time. Citizens can review the current status of their citation, review fine amounts including late fees, pay or contest their citation, and obtain a receipt or additional information.





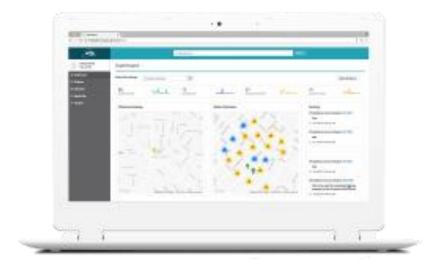
#### Administrative hearing deposit

#### \$150.00



# FEATURES AT A GLANCE Review current and comprehensive citation, transaction, and appeals history Contest a citation and upload supporting documents Pay citation and receive receipt in real time Access via any internet browser, on any webenabled device Payment accepted via any major credit card: Visa, MasterCard, Discover and American Express Payments processed and citations updated in real-time Live chat support PCI Certified

#### ENFORCEMENT MANAGEMENT SYSTEM



Our Enforcement Management System (EMS) allows the City to intelligently manage every step of the citation lifecycle including citation issuance and processing, adjudication, appeals, hearings, payments and collections. As a secure, cloud-based application, the EMS provides real-time access to authorized users from any web-enabled device, 24/7. No local hardware is required.

The system is designed with all of the tools to help you automate operations, maximize efficiency, promote transparency and compliance, and increase enforcement revenue. An intuitive, customizable dashboard provides helpful at-a-glance visual analytics in the form of charts, graphs and heat maps so you can to easily pinpoint patterns and trends. Additionally, the EMS has robust reporting capabilities with a full set of pre-defined administrative, financial and technical reports, as well as the ability to customize reports to only display the data you want. All reports can be exported into various formats, including XLS, CSV, and PDF.

Our system is the only one in the industry to have NLETS integration across 50 states. DMV and NLETS integration ensures you have access to the most accurate registered owner data possible, reducing potential errors and improving efficiency.

With the EMS, you can go beyond a day-to-day reactive approach to operations and instead harness powerful data to develop smart, data-driven policy decisions that will greatly impact the future of your program.

#### PRIMARY FEATURES

- Cloud-based to provide real-time data. No local hardware required.
- Customizable dashboard with visual analytics and heat maps
- Robust reporting (pre-defined Administrative, Financial, Technical and custom reports)
- Complete citation lifecycle history of citations paid, contested, closed, voided, etc.
- Citation summaries include photos, notices and letters, adjudications and voids
- DMV and National Law Enforcement Telecommunications Systems (NLETS) integration
- Adjudication and disposition management
- Payment and refund processing
- Notice and letter processing
- Live chat support
- Advanced smart search capability offers instant search suggestions and accurate results
- Integrated Smart Calendar
- Option for manual citation entry
- Seamless integration with IPS or third-party parking technology including meters and pay stations, sensors, LPR, pay-by-phone applications, etc.

#### OPERATING REQUIREMENTS

Hardware Requirements: The EMS is secured on a private cloud environment; no installation is required. The EMS can be accessed via any web-enabled device.

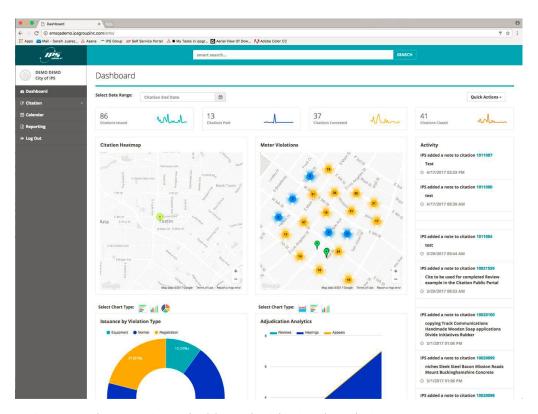
Operating System Software Requirements: An internet browser is the only tool required to access the system. Windows and Apple iOS are typical.

Browser Requirements: Any current internet browser will be sufficient to access the EMS. MS Explorer, Mozilla Firefox, Google Chrome, iOS-supported browsers are all compatible, including mobile phone browsers.

#### VISUAL ANALYTICS

Our customizable and intuitive dashboard provides real-time access to Key Performance Indicators (KPIs) to keep you focused on City goals and objectives. EMS analytics create a

visual representation of complex parking enforcement data via usable charts that expose patterns and trends crucial to the strategic planning process. Additionally, data sharing across the entire Agency parking network will result in more informed, data-driven policy decisions.



Sample EMS Screenshot: Intuitive dashboard with visual analytics

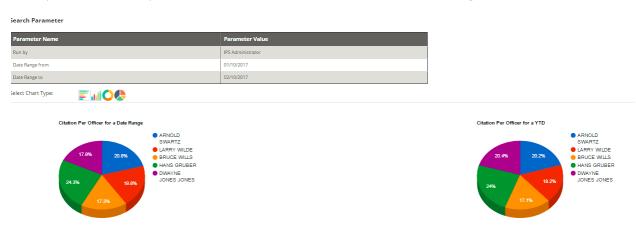
#### ENFORCEMENT REPORTING MODULE

We will provide the City access to a full set of robust, pre-defined reports designed to provide full transparency and accountability in order to meet any objective. Pre-defined reports include:

- Citation Issuance
- Officer Activity
- Financials/Revenue
- Adjudication
- Collections

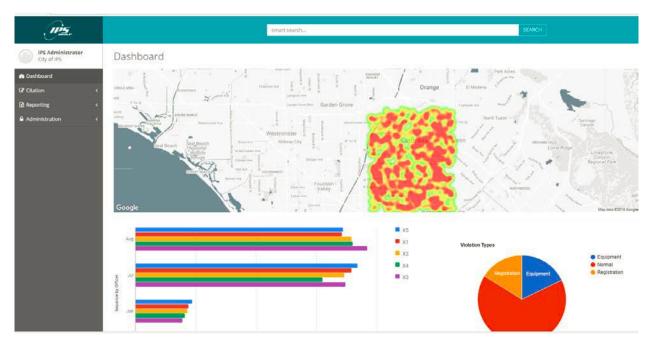
Additionally, we provide the flexibility of ability to customize reports to the City's preference, which can be saved for consistency and future use. The City can have full control of reports to display only the data needed, in an easy-to-read and interpret layout.

All reports can be exported into various convenient formats, including XLS, CSV and PDF.

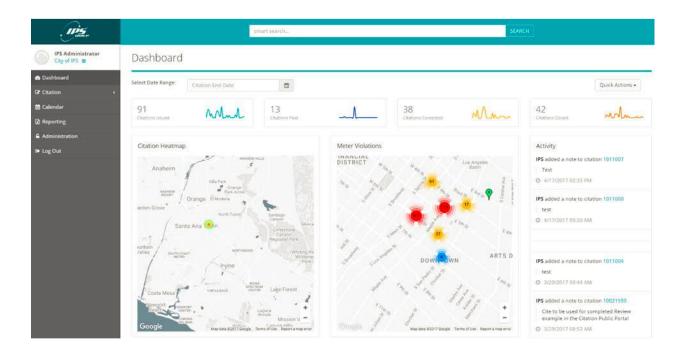


Badge No 🕠	Officer Name •	Citation Issu •	Value (\$)	Collections (\$) •	Total Dismis •	Total Voided •	Warnings •	Canceled •	YTD Citation •	YTD Value (\$) •	YTD Total C
▽   Contains	▼   Contains	▼   Equals	▼   Equals	▼   Equals	▼   Equals	▼   Equals	▼   Equals	▼   Equals	▼   Equals	▼   Equals	▼   Equals
X2	ARNOLD SWARTZ	65	4102.07	460.57	0	0	4	3	92	6133.55	460.57
X1	LARRY WILDE	62	4295.7	222.2	0	0	5	8	83	5804.21	222.2
X4	BRUCE WILLS	54	3391.04	275.54	0	4	2	5	78	5002.77	275.54
X5	HANS GRUBER	76	5000.51	489.51	0	3	3	4	109	7359.85	489.51
X3	DWAYNE JONES JONES	56	4339.49	528.49	0	1	3	3	93	7107.91	528.49
		■ Total = 313.00	■ Total = 21,128.81	■ Total = 1,976.31	■ Total = 0.00	Ⅲ Total = 8.00	■ Total = 17.00	■ Total = 23.00	■ Total = 455.00	■ Total = 31,408.29	
		Grand Total = 313.00	Grand Total = 21,128.81	Grand Total = 1,976.31	Grand Total = 0.00	Grand Total = 8.00	Grand Total = 17.00	Grand Total = 23.00	Grand Total = 455.00	Grand Total = 31,408.29	Grand Total = 1,976.31

Sample EMS Screenshot: Officer Details



Sample EMS Screenshot: Dashboard



#### CHAPTER 6: DATA SECURITY



After performing interviews, on-site assessments, and off-site sampling, Tevora Business Solutions, Inc., a PCI Qualified Security Assessor is pleased to certify

#### IPS Group Inc.

for achieving full compliance with the PCI Data Security Standard (PCI DSS) v3.2 as of November 17th, 2017 within their POS/card present environment.



IPS is a Level 1 PCI-DSS v3.2 certified payment gateway. The entire system is audited annually by an external PCI QSA (Qualified Security Assessor). We are currently assessed as being compliant with the latest Level 1 PCI-DSS version 3.2 requirements. In fact, IPS has been certified as being PCI compliant since 2009, which is shortly after the PCI-DSS program began. The IPS PCI Level 1 certified secure gateway and payment processing system processes in excess of 120 million credit card transactions each year. Our customers can therefore be assured that card holder data security is important to us and security of this sensitive data has been built into our systems from the very start. IPS is also listed as an accredited payment service provider for Visa Cardholder Information Security Program (CISP) and the MasterCard Site Data Protection (SDP) programs.

## CHAPTER 7: MARKETING/PUBLIC RFLATIONS

Tactics and Timeline: Upon award, IPS will work with the City to establish a more detailed outreach and awareness plan and timeline. Generally, the key components of the recommended activities include:

Targeted Outreach List: IPS will work with the City to develop a list of targeted media outlets to share messaging and distribute materials.

Collateral Materials Development: Working with the City, we will develop collateral materials for public information including an informational flyer, customized website, Q&A document, how-to video, and other collateral materials as needed. An example of the  $M5^{\text{TM}}$  video can be viewed here: https://vimeo.com/65824595.

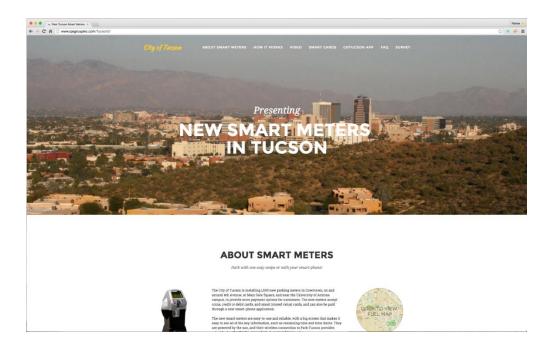
Social Media: This will be a cost-effective way to reach a broad audience on a consistent level. We will work with the City on messaging and tactics to utilize current networks and followers on their Facebook and Twitter accounts to provide our targeted audiences key project information.

Customized Web Site: In order to help your City introduce IPS meters to their parking public, IPS Group is offering a custom designed website for the public to:

- Learn how to use the parking meter through written directions and a how-to video tutorial
- 2. Answer questions through an online survey tool regarding their experience with
- 3. Better understand why the change has been implemented

Please see the example below.

Customized Marketing Campaign and Materials: Formulating the right messaging and raising public awareness is a key element for the successful deployment of new parking initiatives. IPS will provide customized marketing and public awareness materials that can be customized to your City's specific needs.



#### DESIGN COLLATERAL

IPS Group will design posters, flyers, banners, and any other relevant print material for the City to assist with the public outreach initiative. Below you will find an example of a small trifold flyer that could be handed out by volunteers, police enforcement officers, and parking staff to motorists. Included in the flyer is a how-to video with QR code, so motorists can watch the video on how-to-use the pay station from any internet enabled device, including mobile phones.





#### Follow these easy steps:

Look at the smart meter's display to find parking rates, hours, time limits, and other important information. If it is dark, press any button to light the display.

If paying with coins, simply insert them in the coin slot until the desired time is reached on the display. Quarters, dimes, nickels, and \$1 coins accepted.

If paying electronically, insert and remove your credit or debit card. The smart meter accepts cards with Visa, MasterCard and Discover logos.

 $\begin{tabular}{ll} $\tt IMS & \tt IMS$ 

Press green [OK] button to confirm your payment, or red [CANCEL] button to stop your transaction. The meter will attempt to authorize the payment shown on the screen if neither button is pressed after 35 seconds.

(L) Wait for authorization of the card.

lf the card is approved, the display will show the amount of paid time and when it expires. If not approved, start over with another card or coins.

\*Please note that time purchased at this meter corresponds only to the adjoining parking spot. The time purchased is not transferable.

Continued Support: Marketing and public relations support will continue throughout the life of the contract with the City.

#### CHAPTER 8: THIRD-PARTY INTEGRATION

In today's integrated computing environment, it is more important than ever to, not only have our own stateof-the-art technologies, but also seamlessly integrate with other thirdparty systems. That is why the IPS team of software engineers have created a rapid development process. This allows IPS to deliver accurate integrations with popular third-party application programming interfaces (APIs) in record time. It also allows IPS to educate and guide vendors on creating open, yet secure software systems that allow for a wider clientele base.



Using this technology foundation, we have created a solution that is quick, easy, and seamless, allowing for integration with an unlimited number of platforms. We pride ourselves in our cooperative nature and our ability to collaborate with any third-party application. We encourage new partnerships and look forward to our continued work with our existing integrations and partnerships.

Systems we currently have current integration with include, but are not limited to:

- PeopleSoft
- TouchNet
- Elavon
- CashNet
- Tyler Systems
- Tiburon RMS
- JEMS Judicial Data Management
- PCS Mobile (Genetec AutoVU) LPR
- Vigilant LPR

- National Law Enforcement Telecommunications System (NLETS)
- CA Department of Motor Vehicles
- Quickbooks
- Amazon
- A number of in-house cashiering and billing management systems
- Paylock
- Barnacle

#### CHAPTER 9: IMPLEMENTATION

IPS will work closely with the City to ensure a seamless implementation of the Enforcement Management System. Dave Rotenberg, Director of Enforcement Solutions, will be responsible for managing the project for the City through all stages of the implementation and throughout the life of the project.

Dave will oversee the integrity of the service and performance. All key personnel are fully proficient in our services and system with over 30 years of total combined years of permit processing experience. All steps will be documented to ensure that each step is completed in a timely and accurate manner.

The below SOP is based on best estimates of time required to implement the IPS Enforcement Management System. Generally, an implementation is achievable within 90 days or less. However, IPS strives to beat these timelines; in many cases, we can accomplish a golive in 45 days or less.

TASK	TARGET TIMELINE		
Equipment	4-6 Weeks		
Hardware Order and Shi	pment		
Citation Paper Prod	of		
Citation Paper Orde	er		
Data Acquisition	1-2 Weeks		
Location Data			
Violation Data			
User / Officer Data	а		
Other Business Rules			
Data Conversion	6-8 Weeks		
*Conversion of Existing	Data		
Training and Installation	1-2 Days		
Onsite Installation and T	raining		
Other Processes	1-2 Weeks		
Export Build and Testing (if	applicable)		

#### DATA CONVERSION

Conversion Data is a set of existing (open, closed, and archived) data that the City's existing vendor is in possession of. This data can be quite extensive and therefor IPS has a strict protocol that we follow to ensure a seamless conversion process. This unique protocol gives

IPS the ability to guarantee absolutely no downtime through our entire implementation process.

#### TRAINING

IPS will provide as much training (both on-site and web-based) as required by the City, including additional and customized sessions before, during, and after deployment. Additionally, IPS can provide multiple trainers if necessary. Most IPS training sessions are a combination of onsite classroom training and hands-on use. As new features are developed, additional training sessions can be established at mutually agreeable times to provide updated and refresh training.

Training Subject: Handheld Hardware/Mobile Enforcement System (MES)				
Element	Description			
Subject Matter	To introduce enforcement officers to handheld hardware and software use. Training includes basic handheld use and operating features related to issuing a citation, taking photos of vehicles in violation, use of the chalking feature, and use of Meter Guided Enforcement. First line troubleshooting, and basic repair is also included. Session also includes FAQs and Q&A session.			
Primary Audience	Officer staff responsible for issuing citation			
Training Hours/Student	1-2 hours per session			
Students Eligible to Train	No limit to number of total students			
Proposed Schedule	Prior to and during installation			
Location of Training	City determined location TBD			
Training Provided By	IPS Group System Support Specialist/Local Field Service Technician			

Training Subject: Enforcement Management System (EMS)				
Element	Description			
Subject Matter	To introduce City staff to the Enforcement Management System (EMS) used to track the entire lifecycle of parking citations. Training includes review of citation data, adjudication, payment, DMV communications, and reporting Training includes overview of the various system functions related to citation changes and updated. Session also includes FAQs and Q&A session.			

Primary Audience	Office staff having interaction with public inquiries and any City employee needing access to citation information.
Training Hours/Student	1-2 hours per session
Students Eligible to Train	No limit to number of total students
Proposed Schedule	Prior to and during installation
Location of Training	City determined location TBD
Training Provided By	IPS Group System Support Specialist/Local Field Service Technician

#### CHAPTER 10: ONGOING SUPPORT

IPS clearly understands the importance of ongoing project support. We also understand that ongoing support is a critical element of any successful project and the basis of a long-term partnership. Our commitment is to be exceptionally responsive while providing our comprehensive service offerings. Please see the appendix for our Service License Agreement.



#### 24/7 TELEPHONE HELP DESK & ONGOING SUPPORT

Knowledgeable, friendly service is just a phone call away.

IPS offers customer service resources with in-depth system knowledge around the clock to ensure you get what you need, fast. Our team of experts are available via a telephone-based help desk during normal business hours from 8 a.m. to 5 p.m. EST, Monday through Friday. We also offer after-hours/emergency technical support to maintain constant coverage. Upon entering a contract, IPS will provide contact information for all IPS senior staff.

IPS customer service can be reached toll-free at (877) 630-6638, or at customersupport@ipsgroupinc.com for non-emergencies.



#### LIVE CHAT CAPABILITIES

Self-help support resources are right at your fingertips.

Our products have been developed so that an easy, immediate fix may be available without the help of additional IPS personnel support. The Permit Management System features Live Chat to help get the job done. Online help tools include product manuals, FAQs, "how-to" training videos, and more. These tools can be conveniently accessed 24/7 online for authorized users.



#### MANUFACTURING SUPPORT

Designated technical resources are ready to help you.

As both the designer and manufacturer of its smart parking technology, IPS is prepared to designate your City with technical resources including a team of hardware/software engineers, database administrators, and web/data-integration engineers for additional support.



#### DATA SECURITY MANAGEMENT

Your data is protected.

IPS offers ongoing data security management and backup systems support of the Permit Management System in case of a critical failure.



#### PERSONALIZED FOLLOW-UP MEETINGS

Ensure all project criteria is met and exceeds expectations.

Once installation is complete, a conference call between the City, the designated CSM, and Director of Sales is held to discuss the wrap-up of the installation and ensure all project criteria has been met. Check-in meetings can be held periodically to discuss progress or additional concerns as needed.

#### CHAPTER 11: PRICE PROPOSAL

#### PARKING MANAGEMENT SYSTEM FEE

MOBILE ENFORCEMENT SOLUTION	UNITS	UNIT PRICE
One Time Setup \$5,000.00	Per Unit	Waived
Mobile Software/Support License Fee (City will be supply their own Android phone with Bluetooth printer with data plan)	Per Unit/ Per Month	\$65.00
N5 Print Mobile Enforcement Device (Optional)	Per unit	\$2,600.00
N5 Charging Cradle and Hot Swap battery (Optional)	Per unit	\$299.00
N5 Carrying Case (Optional)	Per unit	\$35.00
N5 Print - 3 Year Warranty (Optional)	Per unit	\$785.00
N5 Data Plan (Optional if City uses own Androids with data plan)	Per unit /per month	\$55.00
Software License (one-time fee) \$6,000.00	Per Unit	Included
Annual License Fee/Maintenance (Version Updates after first year) \$540.00	Per unit	Included
All Weather Citation Paper Rolls (10,000 citations)	Per roll	\$7.00
Plate Charges for Ticket Customization (One-time fee)	Per plate	\$75.00
Estimated Travel Expenses for Installation	Per trip	\$2,000.00
On-site training and installation	Per day	\$600.00

ENFORCEMENT MANAGEMENT SYSTEM	UNITS	UNIT PRICE
One Time Setup \$5,000.00	Per Unit	Waived
City System License for EMS	Per user	Included
Citation Issuing Fee	Per unit	\$0.75
RO Acquisition	Per unit	\$1.00
Mail-in Payments	Per Unit	\$0.50
Online Payments	Per Unit	\$1.00
Delinquent Notice Processing fee (Includes Postage)	Per unit	\$0.77
IVR Solution (Optional)	Per month	\$350.00
IVR Record & Store Calls (Optional)	Per call	\$0.50
IVR Call Transcription (Optional)	Per call	\$1.00
Lock Box Setup (one-time fee) (optional)	Per unit	\$1,500.00
Online, in person, & IVR Secure Credit Card Payments - Gateway Fee *Charged to the Public	Per transaction	\$2.00 or 3% whichever is higher
Additional Letters and Correspondence	Per unit	\$1.25
Online Appeals	Per unit	Included

COLLECTIONS	UNITS	UNIT PRICE
Credit Reporting Collections	% of amount collected	35% of amount collected

#### PERMIT MANAGEMENT SYSTEM FEE SCHEDULE

PERMITS	UNITS	UNIT PRICE
One Time Setup	Per unit	\$4,000.00
Per Permit	Per unit	\$2.00
Permit Verification	Per Unit	\$1.00
Permit Fulfillment (optional)(Includes Postage)	Per unit	\$3.00
Per Letter (Includes postage)	Per unit	\$1.25

Online, in-person, & IVR Secure Credit Card Payments - Gateway Fee *Charged to the Public	Per transaction	\$2.00 or 3% whichever is higher
Customization per hour	Per hour	\$125.00

#### CHAPTER 12: APPENDIX

#### PROPOSAL RESPONSE FORM – SIGNATURE PAGE

(submit this form with your proposal)

TO:	City of Gainesville, Florida 200 East University Avenue Gainesville, Florida 32601			
PROJECT:	Integrated Parking Management & Mobile Ticketing Solution			
RFP#:	DOMX-190023-DS			
RFP DUE DATE:	January 30, 2019 @ 3:00 p.m. (local time)			
Proposer's Legal Name:	IPS Group, Inc.			
Proposer's Alias/DBA:				
Proposer's Address:	7737 Kenamar Court, San Diego, CA 92121			
	NTATIVE (to be contacted for additional information on this proposal):			
Name: Chad Randal!	Telephone Number: <u>877-630-6638</u>			
Date: January 30, 20	D19 Fax Number: <u>858.403.3352</u>			
<u>ADDENDA</u>	Email Address: <u>Chad.Randall@ipsgroupinc.com</u>			
The Proposer hereby ackno	wledges receipt of Addenda No.'s 1, 2, to these Specifications.			
TAXES				
included in the stated bid pi	ny applicable Federal, State and Local sales and use taxes, which are to be paid by City of Gainesville, are rices. Since often the City of Gainesville is exempt from taxes for equipment, materials and services, it is the ctor to determine whether sales taxes are applicable. The Contractor is liable for any applicable taxes which d bid prices.			
LOCAL PREFEREN	CE (check one)			
Local Preference requested:	YES X NO			
A copy of your Business tax receipt and Zoning Compliance Permit should be submitted with your bid if a local preference is requested.				
<b>QUALIFIED LOCAL</b>	SMALL AND/OR DISABLED VETERAN BUSINESS STATUS (check one)			
Is your business qualified as a Local Small Business in accordance with the City of Gainesville Small Business Procurement Program? (Refer to Definitions) YES X NO				
Is your business qualified as a Local Service-Disabled Veteran Business in accordance with the City of Gainesville Small and Service-Disabled Veteran Business Procurement Program? (Refer to Definitions)				
SERVICE-DISABLED VETERANS' BUSINESS (check one)				
s your business certified as a service-disabled veterans' business?				

<u>LIVING WAGE COMPLIANCE</u> See Living Wage Decision Tree (Exhibit C hereto)

Check	One:			
	X Living Wage Ordinance does not apply (check all that apply)  X Not a covered service Contract does not exceed \$100,000 Not a for-profit individual, business entity, corporate business, who or which employees 50 or more personal businesses. Located within the City of Gainesville enterprises	sons, but not including employees of ar	ompany, joint venture, or similar ny subsidiaries, affiliates or parent	
	Living Wage Ordinance applies and the completed Certif	ication of Compliance with Living W	age is included with this bid.	
Contrac	If Contractor has stated Living Wage Ordinance does not stor will be required to comply with the provision of the City ent to the bid price.	apply and it is later determined Living of Gainesville's living wage requirer	ng Wage Ordinance does apply, nents, as applicable, without any	
SIGNA	ATURE ACKNOWLEDGES THAT: (check one)	ì		
	X Proposal is in full compliance with the Specifications.			
	Proposal is in full compliance with specifications except a	s specifically stated and attached her	reto.	
Signatur agrees ti	re also acknowledges that Proposer has read the current Cit hat the provisions thereof shall apply to this RFP.	y of Gainesville Debarment/Suspens	ion/Termination Procedures and	
		(CORPORATE SEAL)		
ATTES'	T:	PROPOSER:	22 0 3 ° '	
Signatur	minafrial	Signature P. P. P. Signature		
By:	1/24/2019	By: Chad Randal!		
Title:	narketing courdinator	Title: Chief Operating Office	r	

#### DRUG-FREE WORKPLACE FORM

The u	ndersigned vendor in accordance with Florida Statute 287.087 hereby certifies that	
	IPS Group, Inc. does: (Name of Business)	
1.	Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.	
2.	Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for the drug abuse violations.	
3.	Give each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement specified in subsection (1).	
4.	In the statement specified in subsection (1), notify the employees that, as a condition of working on the commodities or contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of Chapter 893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction.	
5.	Impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community, by any employee who is so convicted.	
6.	Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.	
As the	person authorized to sign the statement, I certify that this firm complies fully with the above requirements.	
	Bidder's Signature	
	1/24/19 Date	



#### ADDENDUM NO. 1

Date:

January 11, 2019

Bid Due Date:

January 30, 2019

at 3:00 P.M. (Local Time)

Bid Name:

Integrated Parking Management &

Mobile Ticketing Solution

Bid No.:

DOMX-190023-DS

NOTE:

This Addendum has been issued only to the holders of record of the specifications and attendees of the non-mandatory pre-proposal meeting held on January 10, 2019.

The original Specifications remain in full force and effect except as revised by the following changes which shall take precedence over anything to the contrary:

1. Final questions shall be submitted in writing to the City of Gainesville Procurement Division by January 17, 2019. Questions may be submitted as follows:

Email: <a href="mailto:sescoda@cityofgainesville.org">sescoda@cityofgainesville.org</a> or Faxed (352) 334-3163, Attention: Daphyne Sesco

- 2. Please find attached:
  - a) Copy of the blackout period information (Financial Procedures Manual Section 41-423 Prohibition of lobbying in procurement matters)) distributed during non-mandatory pre-proposal meeting.
  - b) Copy of the non-mandatory pre-proposal sign-in sheet for your information.
  - c) Sample of City's Contract
- 3. Daphyne Sesco, Purchasing Division, discussed bid requirements.
  - Sign-in Sheet is circulating; this is not a mandatory meeting.
  - The Blackout period began once the bid was released and continues until contract award by the City Commission. No lobbying or discussions can occur between bidder and any representative of the City, except the designated purchasing staff contact; otherwise your bid will be disqualified.
  - Verbal instruction does not change the terms of the solicitation changes can only be made via a written addenda. Questions/Answers and topics of discussion addressed at this pre-proposal meeting will be available in an addendum for download through Onvia DemandStar (www.demandstar.com).
  - Send final questions in writing to Daphyne Sesco by no later than January 17, 2019.
  - Return one original and four copies (total of five) and a CD or flash drive with a pdf of your response.
    Sign, date and return all Addenda.
  - Responses are to be received by the Purchasing office no later than 3:00 p.m. (local time) on January 30, 2019. Any bids received after 3:00 p.m. on that date will not be accepted. Bids must be physically received in the City's Purchasing Department. Only hand-delivered responses are acceptable (i.e., in person or through a delivery service such as FedEx, UPS).

- If claiming Local Preference, then mark the box on page 34 and submit a copy of Business tax receipt and Zoning Compliance Permit
- If you choose to not bid, then please complete the form at the end of RFP document to let us know why you are not bidding.
- 4. Debbie Leistner, Planning Manager for Department of Mobility, gave a brief overview of the project.
- 5. The following additional questions are required to be answered in your proposal:
  - a) What is the vendor support (or integration) with roving LIDAR systems such as Vigilant Solutions?
  - b) Data questions
    - o Import-Can new system import historical data, customer information, payment and transactions?
    - o Export-Can historical data be exported. If yes, what are the supported export formats?
    - O Maintenance—What integrations are available to keep the system updated with ongoing changes such as parcels and city zoning?
    - Costs—Are any fees associated with these data import and export processes? What thresholds in size and cost exist for data storage?
    - O DMV connection/integration for parking citations?
  - c) Access/Support:
    - O Does system support single sign-on (SSO) with our existing AD system?
  - d) Reports
    - Can current T2 reports be converted to work with the new system or will they need to be rebuilt?
    - What is the support level/process/cost for the creation of new reports?
  - e) Payments
    - o How will the system align with current City payment processors?
    - o Is it compatible with iNovah cashiering system?
- 6. Questions received to date:

Question1: May I ask if the City is open to multiple vendors, since you are looking for parking and transit system payment options?

Answer1: Yes, multiple vendors would be considered, however it would be expected that the systems would offer an open platform that could be integrated for efficiency and ease of use by potential customers, as well as provide one data set for the City to access for analysis and reporting.

Question2: Is the RFP requiring pay stations? If not, does the City already have some installed and if so, what manufacturer are they?

Answer2: No; the City recently acquired one pay station for the parking garage - Luke/T2 Systems.

Question3: Does the City already have an LPR System in place (Genetec reference)?

Answer3: Yes, Genetec.

Question4: Who is your current Parking Management & Mobile Ticketing Vendor?

Answer4: T2 Systems.

Question5: Who is your current Parking Enforcement vendor?

Answer5: T2 Systems.

Reference page 16, item #2 – Parking Enforcement for the following nine (9) questions:

Ouestion6:

What is your current annual parking citation ticket volume?

Answer6:

FY18 (10/1/2017 - 9/30/18) was 10,189; FY19 to (10/1/2018 to 1/2/2019) was 2,977.

Ouestion7:

What is your current annual parking citation revenue?

Answer7:

The FY18 actual was \$281,475.90.

Question8:

What is your approximate parking citation collection rate?

Answer8:

86% of citations issued in FY18 were paid. The most common citation is at a rate of \$33.75.

Question9:

What is the estimated unpaid citation revenue?

Answer9:

In FY18 10,197 citations were issued; approximately 14% unpaid with a balance of approximately \$50,000.

Question 10:

Will the new vendor be required to attempt to collect these unpaid citations?

Answer10:

Currently the City does not have a process for collection of outstanding parking fines; this may be an option to be considered in the future.

Question11: How many full time Parking Enforcement Officers?

Answer11:

Three enforcement officers. This excludes police officers and police service technicians who can also issue citations.

Question12:

How many hand held ticket writers are required?

Answer12:

None; City would like to continue to use the existing system based on mobile application for Android smartphones with Apex3 printers.

Question13:

Do you issue hand written parking citations? If so, how many a month will require data entry?

Answer13:

Enforcement officers do not issue hand written citations (police officers do and the police department manually enters them into the system).

Do you have pay by plate smart meters installed? If so, who is the vendor and what is meter model Question 14:

type?

Answer14:

No. Current pay by plate system is virtual.

Reference page 17, Item 17: Additional Integrated Services for the following question:

Question15:

How many annual parking permits are issued for residential, visitor, commercial, event, and

visitors?

Answer15:

In FY18 the City issued 1,931 residential permits; 408 visitor permits; 22 service permits; and

454 commercial permits.

Question16:

Which individuals/departments will be involved in the evaluation process?

Answer16: The departments involved in the evaluation process are Mobility, Technology, and Billing & Collections. Be aware that the City has a prohibition of lobbying policy, which means that you will be disqualified if you contact these, or any other, department regarding this RFP.

Question 17:

If the vendor does not include contract exceptions with its proposal, will that vendor still have the opportunity to negotiate terms later in the process?

Answer17:

In accordance with Paragraph K under Section I, if the Vendor does not provide exceptions to the contract language, and the Vendor is selected, then the City may require the Vendor to execute the contract without negotiations. Thus, the Vendor is advised to include any exceptions with the submitted proposal.

Integrated Parking Management & Mobile Ticketing Solution

Question18: Does the City intend on absorbing the convenience fee of the mobile application to create more parity between meters and the mobile application or will the City be passing the cost on to the

parkers?

The cost of convenience fees will be passed on to users of the system. Answer18:

Question 19: Who is the City's current enforcement provider?

Answer19: T2 Systems.

Question 20: How many citations does the City issue each year?

Answer20: In FY18 the City issued 10,197 citations.

Ouestion21: What percentage of citations go uncollected each year? Answer21: In FY18 approximately 14% citations were uncollected.

Ouestion22: What is the escalation schedule for citations?

Answer22: \$16.00 after 30 days.

Question23: What is the average fine for each citation and the penalty fine for each escalation period?

Answer23: Most fines at \$33.75 with a \$16.00 escalation after 30 days.

Question24: Does the current provider charge a convenience fee for online payments?

Yes; for mobile pay there is a convenience fee of \$0.35 per transaction (City retains \$0.10); Answer24: the fee does not apply to time extensions. There is a convenience fee of \$1.00 for parking

permits.

Question25: What type of handheld units is the City currently using?

Answer25: Android smartphones with Apex3 printers.

Question26: Does the City have a preference of a single unit issuance device to smart phone and Bluetooth

printer combination?

City would like to continue to use the existing system as mentioned in Answer 25. Answer26:

Question27: When does the City intend on launching the system?

Implementation can be phased. The parking portion must be in place by June. The timeline Answer27:

for the implementation of the mobile ticketing solution for transit can be the last phase as it

is not time sensitive.

Question28: What is the Agency's annual fixed fare revenue?

FY18 Fare and Passes revenue = \$772,201 (\$465,131 cash, \$307,070 passes). Other fare Answer28:

revenue is pre-paid \$13.9 million (UF/SF IDs).

Question29: What is the annual ridership of the system?

Answer29: FY18 ridership = 9,350,030.

Is it required that pricing is sent in a separate sealed envelope? Or can it be a part of the technical Question 30:

Answer30: No, there is no requirement to separate the pricing out from the rest of your proposal

package.

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Integrated Parking Management & Mobile Ticketing Solution

Question31: How many electronic validators are desired by the Agency?

Answer31: It is unclear how validators would be used in a virtual system. Additional information is needed to evaluate this option and to provide a definite response. Please be prepared to include this in your response to the RFP as applicable.

Question32:

Does the Agency intend for the Vendor to include merchant processing costs in their proposal?

Answer32:

This would be considered. Please provide information regarding available options.

Question33: Does the City have a scoring rubric? If so, are we able to obtain a copy? We are interested in how much is put into each of the Evaluation Criteria.

Answer33: The City's *Professional & Other Services Evaluation Handbook* is available on our website at:

<a href="http://www.cityofgainesville.org/Portals/0/bf/PROFESSIONAL%20SERVICES%20EVALUATION%20HANDBOOK-2016-01-21.pdf">http://www.cityofgainesville.org/Portals/0/bf/PROFESSIONAL%20SERVICES%20EVALUATION%20HANDBOOK-2016-01-21.pdf</a>. Evaluation points are stated therein. Price will be 25% of the total of Technical and Written portions.

ACKNOWLEDGMENT: Each Proposer shall acknowledge receipt of this Addendum No. 1 by his or her signature below, and a copy of this Addendum to be returned with proposal.

#### CERTIFICATION BY PROPOSER

The undersigned acknowledges receipt of this Addendum No. 1 and the Proposal submitted is in accordance with information, instructions, and stipulations set forth herein.

PROPOSER:	IPS Group, Inc., Chad Randall, COO
BY:	CePlao
DATE:	1/24/19

#180776D RFP #DOMX-190023-DS Integrated Parking Management & Mobile Ticketing Solution

CITY OF \_\_\_\_\_ GAINESVILLE

## FINANCIAL SERVICES PROCEDURES MANUAL

#### 41-423 <u>Prohibition of lobbying in procurement matters</u>

Except as expressly set forth in Resolution 060732, Section 10, during the blackout period as defined herein no person may lobby, on behalf of a competing party in a particular procurement process, City Officials or employees except the purchasing division, the purchasing designated staff contact. Violation of this provision shall result in disqualification of the party on whose behalf the lobbying occurred.

Black out period means the period between the issue date which allows for immediate submittals to the City of Gainesville Purchasing Department for an invitation for bid or the request for proposal, or qualifications, or information, or the invitation to negotiate, as applicable, and the time the City Officials and Employee awards the contract.

Lobbying means when any natural person for compensation, seeks to influence the governmental decision making, to encourage the passage, defeat, or modification of any proposal, recommendation or decision by City Officials and Employees, except as authorized by procurement documents.

#### CITY OF GAINESVILLE GENERAL GOVERNMENT PURCHASING DIVISION NON-MANDATORY PRE-PROPOSAL MEETING

#### Integrated Parking Management & Mobile Ticketing Solution

DATE: January 10, 2019 at 11:00 am Local Time RFP #DOMX-190023-DS DUE DATE: January 30, 2019 at 3:00PM

PHONE NUMBER	<u>YOUR</u> SIGNATURE, PRINTED <u>NAME,</u> EMAIL ADDRESS & FAX NUMBER
1) YOUNT LOPEZ TO SYSTEMS 1	
8900 KEYSTONE CROSSING, SUIT	
INDIANAPOUS, IN 45240	
PHONE # (317) 524 - 7441	FAX# (317) 524-5501
2) Phyllis Plummer	Physic Plumme
Billing & Collection	SIGNATURE
	PRINTED NAME  E-MAIL:
PHONE # ()	FAX # ()
MOBILITY DEPARTMENT	Spen
	Deborah Leistner
	PRINTED NAME  E-MAIL:
PHONE # ()	FAX # ()
()	
	SIGNATURE
	PRINTED NAME  E-MAIL:
PHONE # ()	FAX # ()
(i)	
	SIGNATURE
	PRINTED NAME E-MAIL:
PHONE # ()	FAX# ()

### CONTRACT FOR INTEGRATED PARKING MANAGEMENT AND MOBILE TICKETING SOLUTION

THIS CONTI	RACT is entered into this day of, 2019, by the			
CITY OF GA	INESVILLE, FLORIDA, a municipal corporation ("CITY"), and [Name of			
	state] corporation ("CONTRACTOR").			
The parties in	consideration of the mutual covenants recited below agree as follows:			
1. Th	e CONTRACTOR shall furnish the labor, materials, and equipment to			
	ontract, the scope of which is for a pay by phone parking system for City			
metered parking, as provided by the following enumerated Specifications and Documents				
("Contract Documents"), attached hereto and made a part of this contract:				
a.	This Contract			
b.	[Addendum #dated]			
c.	City of Gainesville Request for Proposal dated December 21, 2019 Bid #			
d.	DOMX-190023-DS Proposal of [Company] dated			
The Contract	Documents constitute the entire agreement between the CITY and			
CONTRACTOR In the count of give				

The Contract Documents constitute the entire agreement between the CITY and CONTRACTOR. In the event of conflict or inconsistency between in the Contract Documents, the order of precedence for interpretation shall be the order in which the Contract Documents are listed above. Conflict or inconsistency within a particular contract document shall be resolved by having the more specific reference to the matter prevail.

- 2. The CITY shall pay to the CONTRACTOR for the faithful performance of user fees (credit card holders) in this Contract and the sums due upon verified invoice within 30 days of receipt. Parking meter revenue shall be collected 100% by the CITY. If fees are not subtracted by the gateway, then CITY is required to pay CONTRACTOR for the actual user fees they incur by the gateway. The per transaction convenience fee that the CITY will remit to the CONTRACTOR each month is \$ per transaction.
- 3. The term of the Contract shall commence upon execution by the parties and continue for three (3) years. However, upon satisfactory and faithful performance of this Contract by the CONTRACTOR, the parties may extend the term of this Contract for a 12-month period with a maximum of two (2) such extensions.

- 4. Florida has a very broad public records law and certain records of a contractor may be considered public records. Accordingly, by entering into an agreement with the CITY, CONTRACTOR must:
  - a. Keep and maintain public records required by the CITY to perform the service.
  - b. Upon request from the CITY's custodian of public records, provide the CITY with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, F.S., or as otherwise provided by law.
  - c. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the CONTRACTOR does not transfer the records to the CITY.
  - d. Upon completion of the contract, transfer, at no cost, to the CITY all public records in possession of the CONTRACTOR or keep and maintain public records required by the CITY to perform the service. If the CONTRACTOR transfers all public records to the CITY upon completion of the contract, the CONTRACTOR shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the CONTRACTOR keeps and maintains public records upon completion of the contract, the CONTRACTOR shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the CITY, upon request from the CITY's custodian of public records, in a format that is compatible with the information technology systems of the CITY.

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS

AT (352) 393-8412, LEISTNERDL@CITYOFGAINESVILLE.ORG, DEBORAH LEISTNER, PO BOX 490, STATION\_, GAINESVILLE, FL, 32627.

- 6. This Contract shall be governed by and construed in accordance with the laws of the State of Florida, except for its conflict of laws provisions.
- 7. CONTRACTOR shall be considered an independent contractor and as such shall not be entitled to any right or benefit to which CITY employees are or may be entitled to by reason of employment. Except as specifically noted in the Contract Documents,

CONTRACTOR shall be solely responsible for the means, method, techniques, sequences, and procedures utilized by the CONTRACTOR in the full performance of the Contract Documents.

- 8. The obligations of the CITY as to any funding required pursuant to this Contract shall be limited to an obligation in any given year to budget and appropriate from legally available funds, after monies for essential CITY services have been budgeted and appropriated, sufficient monies for the funding that is required during that year. Notwithstanding the foregoing, the CITY shall not be prohibited from pledging any legally available non-ad valorem revenues for any obligations heretofore or hereafter incurred, which pledge shall be prior and superior to any obligation of the CITY pursuant to this Contract.
- 9. Nothing in this Contract shall be interpreted as a waiver of the City's sovereign immunity as granted under Section 768.28, Florida Statutes.
- 10. The parties hereto designated the following persons to be contacted regarding the performance of this Contract and to receive all notices:

CONTRACTOR: [Name, address, phone]

CITY:

Parking Operations Supervisor SW Downtown Parking Garage 105 SW 3rd ST Gainesville, FL 32601

352-334-2569

11. City shall have the right to terminate this Contract, in whole or in part, without cause, upon seven (7) calendar days' written notice to Contractor. In the event of such termination for convenience, Contractor's recovery against City shall be limited to that portion of the contract price earned through the date of termination.

IN WITNESS WHEREOF the parties have executed this Contract on the day first above written in two counterparts, each of which shall without proof or accounting for the other counterparts be deemed an original contract.

WITNESS:	(Seal If Corporation) [Company Name]				
Print Name:	Print Name				
Title	Title				
WITNESS:	CITY OF GAINESVILLE				
Print Name:	[Name, Title]				
APPROVED AS TO FORM AND	) LEGALITY				
City Attorney					

# Gainesville. Citizen centered People empowered

## ADDENDUM NO. 2

Date:

January 18, 2019

**Bid Due Date:** 

January 30, 2019

at 3:00 P.M. (Local Time)

**Bid Name:** 

Integrated Parking Management &

Bid No.:

DOMX-190023-DS

Mobile Ticketing Solution

NOTE:

This Addendum has been issued only to the holders of record of the specifications and attendees of the non-mandatory pre-proposal meeting held on January 10, 2019.

The original Specifications remain in full force and effect except as revised by the following changes which shall take precedence over anything to the contrary:

- 1. The following additional requirements have been added and are to be answered in your proposal:
  - Provide a listing of all reports available in your system and samples of the reports associated with deposits and invoicing for reconciliation purposes.
  - Provide information about the typical turn around and costs associated with the production on new reports.
- 2. The question submittal deadline has passed. No additional questions will be answered.
- 3. Final questions received and the City's response follow below:

Question1: Does the current citation vendor pass a convenience fee along to violators? If so, what is that fee?

Answer1: The current online payment vendor does not pass the convenience/transaction fee to the customer. The citation vendor currently doesn't accept payment within its current configuration. This could be an option for the new system under this RFP.

Question2: The website states there is a fee if a citation is not paid after 7 days, what is that fee?

Answer2: There was an ordinance change. The former penalties were assessed on day 8 and day 15 after a citation was issued. The current penalty is \$16.00 and it is assessed on day 31 after the citation was issued.

Question3: We would like to request an extension to this RFP due on January 30, 2019.

Answer3: The City is not able to offer an extension due to the pressing needs and tight timelines associated with

this project.

- Question4: Question #31 within Addendum 1 states the Agency is interested in more information around validators in order to properly ask the question. Referring to Section I: Mobile Ticketing Solution (bullet 8) within the RFP, the Agency requests that the vendor provide electronic validators for the purposes of validating the electronic mobile ticketing fare. What quantity of validators is being requested by the Agency?
- Answer4: The intent is for the use of a mobile application that does not require additional equipment/hardware to be installed on buses. The intent is for the implementation of a 'flash pass' / 'visual verification' ticketing solution.
- Question5: Page 18 of the RFP details a mobile ticketing solution. Can the City provide ridership details on your transit system?
- Answer5: The Regional Transit System (RTS) ridership for FY18 (October 1, 2017 -September 30, 2018) was 9,350,030. Revenue associated with daily fare and passes was \$772,201 for the same period. RTS offers daily, monthly and semester passes as follows: (1) daily passes at \$3.00/pass; approximately 15 daily passes sold per month; (2) monthly passes at \$35.00/pass; approximately 15 passes sold per month; (3) monthly passes at \$17.50 for disabled/veterans/student passes; approximately 300 passes sold per month; and (4) semester passes at \$60.00/pass; approximately 1 sold per month.

Fees for users associated with UF, Santa Fe and other major employers would not be handled through the mobile application.

- Question6: What quantity of electronic validators do you require to support the mobile ticketing solution?
- Answer6: The intent is for the use of a mobile application that does not require additional equipment/hardware to be installed on buses. The intent is for the implementation of a 'flash pass' / 'visual verification' ticketing solution. Therefore City envisions that no validators would be required.
- Question7: How many concurrent, back end users would the City expect to be logged in at one time? (How many Parking Services employees would be logged in at the same time?)
- Answer7: Approximately 12 users.
- Question8: How many enforcement devices are used at one time?
- Answer8: There may be a minimum of 10 at one time when considering use by staff in the Mobility Department and the Police Department.
- Question9: Page 14, iii Pay by phone (IVR); Does the City currently use an IVR system that can be integrated with for this project? Is IVR an absolute requirement?
- Answer9: Yes, IVR is a requirement associated with equitable use of the system. If there is an alternative that would reach the same objectives and/or provide similar access for those that do not have or prefer not to use a smartphone due to lack of familiarity with the devices, the City would be willing to consider it. The City does not have an IVR.
- Question 10: Page 15, b) Account Management; Is IVR required or preferred for purposes of this project?
- Answer10: IVR is a requirement associated with equitable use of the system. If there is an alternative that would reach the same objectives and/or provide similar access for those that do not have or prefer not to use a smartphone due to lack of familiarity with the devices, the City would be willing to consider it.
- Question11: Page 17, b) System availability; is IVR required? Will the City provide front line customer service representatives to handle calls/complaints with their citizens/customers?
- Answer11: Yes, IVR is a requirement associated with equitable use of the system. If there is a similar alternative that would reach the same objectives/provide same access for those that do not have or prefer not to

use a smartphone due to lack of familiarity with the devices, the City would be willing to consider it. The City has front line customer service representatives to handle calls and complaints.

- Question12: Page 17, 5 Customer Service; Will the City provide front line customer service representatives to handle calls/complaints with their citizens/customers?
- Answer12: Yes, the City has front line customer service representatives to handle calls and complaints.
- Question 13: Please explain the details of the pilot program that is referenced in the RFP.
- Answer13: The City implemented a pilot program for virtual/mobile pay for parking; our current contract for services is with Passport Parking and it includes short-term and long-term parking options, covering on-street and off-street parking lots. The contract for parking services expires on August 3,2019.
- Question14: Please explain "second level cash count and recount review" in Sales and Cashiering requirements on pg. 19.
- Answer14: The payment/cashiering system should provide check and balances or separation of duty capabilities.

  One individual cannot perform each function of the start to finish transaction. The cashiering system should include reporting and reconciliations at the cashier level (shift start/end) and higher (e.g. supervisor, audit) for overall count, verification and reconciliation.

ACKNOWLEDGMENT: Each Proposer shall acknowledge receipt of this Addendum No. 2 by his or her signature below, <u>and a copy of this Addendum to be returned with proposal</u>.

## CERTIFICATION BY PROPOSER

The undersigned acknowledges receipt of this Addendum No. 2 and the Proposal submitted is in accordance with information, instructions, and stipulations set forth herein.

PROPOSER:	IPS Group, Inc., Chad Randall, COO				
BY:	Cle P Cle				
DATE:	1/24/19				



# CERTIFICATE OF LIABILITY INSURANCE

#180776D

DATE (MM/DD/YYYY)

3/19/2019 1/11/2019

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.

1	his certificate does not confer rights	to th	the te	erms and conditions of	the poli	icy, certain p	olicies may	require an endorsement. A	statement on	
PR	DDUCER Lockton Insurance Brokers, LI	C	C CCI	incate noider in ned or	CONT	ACT	5).			
	License #0F15767				PHON			FAX		
	4275 Executive Square, Suite 6	00			(A/C, N	lo. Ext):		(A/C, No):		
	La Jolla CA 92037				E-MAIL ADDRESS:					
	(858) 587-3100					INSURER(S) AFFORDING COVERAGE NAIG				
INSURED INC. C				INSURER A: National Fire Insurance Co of Hartford				20478		
	77000 IPS Group, Inc.					INSURER B: The Continental Insurance Company 35				
7737 Kenamar Court San Diego CA 92121					INSURER C: Indian Harbor Insurance Company				36940	
					INSURER D:					
					INSURI	INSURER E :				
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									5,000	
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	POLICY X PRO-							PRODUCTS - COMP/OP AGG \$ 2,	000,000	
Α.	OTHER: AUTOMOBILE LIABILITY							\$		
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	A							BODILY INJURY (Per person) \$ X	XXXXXX	
	AUTOS ONLY AUTOS NON-OWNED			5				BODILY INJURY (Per accident) \$ X	XXXXXX	
	AUTOS ONLY AUTOS ONLY							PROPERTY DAMAGE (Per accident) \$ X	XXXXXX	
В	IMPRELLATION		-	28898				\$ XX	XXXXXX	
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B B	AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE	N/A	N	5093308451 (CA) 5093308496 (AOS)		3/19/2018	3/19/2019 3/19/2019	X PER OTH-		
	OFFICER/MEMBER EXCLUDED?			3073300470 (AOB)		3/19/2018		E.L. EACH ACCIDENT \$ 1,0	000,000	
	If yes, describe under			•			*	E.L. DISEASE - EA EMPLOYEE \$ 1,0	000,000	
С	DESCRIPTION OF OPERATIONS below  Tech E&0 / Network /	NI	N	1 (TD0000000				E.L. DISEASE - POLICY LIMIT \$ 1,0	000,000	
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)ES(	CRIPTION OF OPERATIONS / LOCATIONS / VEHICL RFP NO. DOMX-190023-DS. The City of Convey by the insurance carrier	ES (A	CORD	101, Additional Remarks Schedu	le, may be	attached if more	space is require	d)		
ppro	oved by the insurance carrier.	Jailles	ville i	s an Additional Insured to the	e extent p	provided by the	policy langua	ge or endorsement issued or		
CEH	RTIFICATE HOLDER				CANC	ELLATION	See Attac	hment		
15825084										
City of Gainesville 200 East University Avenue, Room 339						SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN				
Gainesville FL 32601  ACCORDANCE WITH THE POLICY PROVISIONS.										
AUTHORIZED REPRESENTATIVE A										
					AUTHOR	IZED KEPR <b>ESEN</b>	ATIVE	Λ -		

Policy No:4034952942

## CNA Technology General Liability Extension Endorsement

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

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- 6. Estates, Legal Representatives and Spouses
- 7. Expected Or Intended Injury Exception for Reasonable Force
- 8. In Rem Actions
- 9. Incidental Health Care Malpractice Coverage
- 10. Joint Ventures/Partnership/Limited Liability Companies
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- 21. Waiver of Subrogation Blanket

#### 1. ADDITIONAL INSUREDS

- a. WHO IS AN INSURED is amended to include as an Insured any person or organization described in paragraphs A. through K. below whom a Named Insured is required to add as an additional insured on this Coverage Part under a written contract or written agreement, provided such contract or agreement:
- (1) is currently in effect or becomes effective during the term of this Coverage Part; and
- (2) was executed prior to:
  - (a) the bodily injury or property damage; or
  - (b) the offense that caused the **personal and advertising injury**, for which such additional insured seeks coverage.
- **b.** However, subject always to the terms and conditions of this policy, including the limits of insurance, the Insurer will not provide such additional insured with:
- (1) a higher limit of insurance than required by such contract or agreement; or
- (2) coverage broader than required by such contract or agreement, and in no event broader than that

described by the applicable paragraph A. through K. below.

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

- **b.** However, subject always to the terms and conditions of this policy, including the limits of insurance, the Insurer will not provide such additional insured with:
  - (1) a higher limit of insurance than required by such contract or agreement; or
  - (2) coverage broader than required by such contract or agreement, and in no event broader than that described by the applicable paragraph A. through K. below.

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

## B. Co-owner of Insured Premises

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

#### C. Grantor of Franchise

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

## D. Lessor of Equipment

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

## E. Lessor of Land

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

#### F. Lessor of Premises

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

## G. Mortgagee, Assignee or Receiver

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

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

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

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

- 1. the following hazards in connection with premises a **Named Insured** owns, rents, or controls and to which this insurance applies:
  - a. the existence, maintenance, repair, construction, erection, or removal of advertising signs, awnings, canopies, cellar entrances, coal holes, driveways, manholes, marquees, hoist away openings, sidewalk vaults, street banners, or decorations and similar exposures; or
  - b. the construction, erection, or removal of elevators; or
  - c. the ownership, maintenance or use of any elevators covered by this insurance; or
- 2. the permitted or authorized operations performed by a Named Insured or on a Named Insured's behalf.

The coverage granted by this paragraph does not apply to:

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

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

## I. Trade Show Event Lessor

- 1. With respect to a **Named Insured's** participation in a trade show event as an exhibitor, presenter or displayer, any person or organization whom the **Named Insured** is required to include as an additional insured, but only with respect to such person or organization's liability for **bodily injury**, **property damage** or **personal and advertising injury** caused by:
  - a. the Named Insured's acts or omissions; or
  - **b.** the acts or omissions of those acting on the **Named Insured's** behalf, in the performance of the **Named Insured's** ongoing operations at the trade show event premises during the trade show event.

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

#### J. Vendor

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

- 1. The coverage granted by this paragraph does not apply to:
  - a. bodily injury or property damage for which such person or organization is obligated to pay damages by reason of the assumption of liability in a contract or agreement unless such liability exists in the absence of the contract or agreement;
  - b. any express warranty unauthorized by the Named Insured;
  - **c.** any physical or chemical change in any product made intentionally by such person or organization;
  - **d.** repackaging, except when unpacked solely for the purpose of inspection, demonstration, testing, or the substitution of parts under instructions from the manufacturer, and then repackaged in the original container;
  - **e.** any failure to make any inspections, adjustments, tests or servicing that such person or organization has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of the products;
  - **f.** demonstration, installation, servicing or repair operations, except such operations performed at such person or organization's premises in connection with the sale of a product;
  - **g.** products which, after distribution or sale by the **Named Insured**, have been labeled or relabeled or used as a container, part or ingredient of any other thing or substance by or for such person or organization; or
  - h. bodily injury or property damage arising out of the sole negligence of such person or organization for its own acts or omissions or those of its employees or anyone else acting on its behalf. However, this exclusion does not apply to:
  - (1) the exceptions contained in Subparagraphs d. or f. above; or
  - (2) such inspections, adjustments, tests or servicing as such person or organization has agreed with the **Named Insured** to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of the products.
- 2. This Paragraph J. does not apply to any insured person or organization, from whom the **Named Insured** has acquired such products, nor to any ingredient, part or container, entering into, accompanying or containing such products.
- 3. This Paragraph J. also does not apply:
- a. to any vendor specifically scheduled as an additional insured by endorsement to this Coverage Part;
  - b. to any of your products for which coverage is excluded by endorsement to this Coverage

Part: nor

c. if bodily injury or property damage included within the products-completed operations hazard

is excluded by endorsement to this Coverage Part.

## K. Other Person Or Organization / Your Work

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

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

- 1. who is specifically scheduled as an additional insured on another endorsement to this Coverage Part;
- 2. for bodily injury or property damage included within the products-completed operations hazard except to the extent all of the following apply:
  - a. this Coverage Part provides such coverage;
  - **b.** the written contract or agreement described in the opening paragraph of this **ADDITIONAL INSUREDS** Provision requires the **Named Insured** to provide the additional insured such coverage; and
  - **c.** the **bodily injury** or **property damage** results from **your work** that is the subject of the written contract or agreement, and such work has not been excluded by endorsement to this **Coverage Part**.
- 2. ADDITIONAL INSURED PRIMARY AND NON-CONTRIBUTORY TO ADDITIONAL INSURED'S INSURANCE
- A. The Other Insurance Condition in the COMMERCIAL GENERAL LIABILITY CONDITIONS Section is amended to add the following paragraph:

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

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

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

## 3. BODILY INJURY - EXPANDED DEFINITION

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

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

## 4. BROAD KNOWLEDGE OF OCCURRENCE/ NOTICE OF OCCURRENCE

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

## A. BROAD KNOWLEDGE OF OCCURRENCE

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

## **B. NOTICE OF OCCURRENCE**

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

#### 5. BROAD NAMED INSURED

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

- 3. Pursuant to the limitations described in Paragraph 4. below, any organization in which a Named Insured
- has management control:
- a. on the effective date of this Coverage Part; or
- **b.** by reason of a **Named Insured** creating or acquiring the organization during the **policy period**, qualifies as a **Named Insured**, provided that there is no other similar liability insurance, whether primary, contributory, excess, contingent or otherwise, which provides coverage to such organization, or which would have provided coverage but for the exhaustion of its limit, and without regard to whether its coverage is broader or narrower than that provided by this insurance.

But this BROAD NAMED INSURED provision does not apply to:

- (a) any partnership or joint venture; or
- (b) any organization for which coverage is excluded by another endorsement attached to this Coverage

Part.

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

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

B. having the right, pursuant to a written trust agreement, to protect, control the use of, encumber or

transfer or sell property held by a trust.

- **4.** With respect to organizations which qualify as **Named Insureds** by virtue of Paragraph **3.** above, this insurance does not apply to:
  - a. bodily injury or property damage that first occurred prior to the date of management control, or that

first occurs after management control ceases; nor

- **b. personal or advertising injury** caused by an offense that first occurred prior to the date of management control or that first occurs after management control ceases.
- 5. The insurance provided by this **Coverage Part** applies to **Named Insureds** when trading under their own names or under such other trading names or doing-business-as names (dba) as any **Named Insured**should choose to employ.

## 6. ESTATES, LEGAL REPRESENTATIVES, AND SPOUSES

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

# 7. EXPECTED OR INTENDED INJURY – EXCEPTION FOR REASONABLE FORCE

Under COVERAGES, Coverage A – Bodily Injury And Property Damage Liability, the paragraph entitled Exclusions is amended to delete the exclusion entitled Expected or Intended Injury and replace it with the following:

This insurance does not apply to:

#### **Expected or Intended Injury**

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

#### 8. IN REM ACTIONS

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

# 9. INCIDENTAL HEALTH CARE MALPRACTICE COVERAGE

Solely with respect to bodily injury that arises out of a health care incident:

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

b. This insurance applies to bodily injury provided that the professional health care services are

#### incidental

to the Named Insured's primary business purpose, and only if:

- (1) such bodily injury is caused by an occurrence that takes place in the coverage territory.
- (2) the **bodily injury** first occurs during the **policy period**. All **bodily injury** arising from an **occurrence** will be deemed to have occurred at the time of the first act, error, or omission that is part of the **occurrence**; and
- B. Under COVERAGES, Coverage A Bodily Injury And Property Damage Liability, the paragraph entitled Exclusions is amended to:
  - i. add the following to the Employers Liability exclusion:

This exclusion applies only if the **bodily injury** arising from a **health care incident** is covered by other

liability insurance available to the **Insured** (or which would have been available but for exhaustion of its limits).

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

This insurance does not apply to:

## **Contractual Liability**

the **Insured's** actual or alleged liability under any oral or written contract or agreement, including but not

limited to express warranties or guarantees.

iii. add the following additional exclusions.

This insurance does not apply to:

#### Discrimination

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

## **Dishonesty or Crime**

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

#### Medicare/Medicaid Fraud

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

## Services Excluded by Endorsement

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

- C. DEFINITIONS is amended to:
- i. add the following definitions:

Health care incident means an act, error or omission by the Named Insured's employees or volunteer workers in the rendering of:

- a. professional health care services on behalf of the Named Insured or
- **b.** Good Samaritan services rendered in an emergency and for which no payment is demanded or received.

**Professional health care services** means any health care services or the related furnishing of food,

beverages, medical supplies or appliances by the following providers in their capacity as such but solely

to the extent they are duly licensed as required:

- a. Physician;
- b. Nurse;
- c. Nurse practitioner;
- d. Emergency medical technician;
- e. Paramedic;
- f. Dentist;
- g. Physical therapist;
- h. Psychologist;
- i. Speech therapist;
- j. Other allied health professional; or

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

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

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

- iii. amend the definition of Insured to:
- a. add the following:
- the Named Insured's employees are Insureds with respect to:
  - (1) bodily injury to a co-employee while in the course of the co-employee's employment by

the **Named Insured** or while performing duties related to the conduct of the **Named Insured's** business; and

- (2) bodily injury to a volunteer worker while performing duties related to the conduct of the Named Insured's business;
- when such bodily injury arises out of a health care incident.
- the Named Insured's volunteer workers are Insureds with respect to:
- (1) bodily injury to a co-volunteer worker while performing duties related to the conduct of the Named Insured's business; and
- (2) bodily injury to an employee while in the course of the employee's employment by the Named Insured or while performing duties related to the conduct of the Named Insured's business;

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

- b. delete Subparagraphs (a), (b), (c) and (d) of Paragraph 2.a.(1) of WHO IS AN INSURED.
- c. add the following:

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

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

#### Other Insurance

#### b. Excess Insurance

(1) To the extent this insurance applies, it is excess over any other insurance, self insurance or risk

transfer instrument, whether primary, excess, contingent or on any other basis, except for insurance

purchased specifically by the Named Insured to be excess of this coverage.

## 10. JOINT VENTURES / PARTNERSHIP / LIMITED LIABILITY COMPANIES

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

No person or organization is an Insured with respect to:

- the conduct of any current or past partnership or joint venture that is not shown as a **Named Insured** in
- the Declarations; nor
- the conduct of a current or past limited liability company in which a **Named Insured's** interest does/did

not rise to the level of management control;

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

- **a.** any offense giving rise to **personal and advertising injury** occurred prior to such termination date, and the **personal and advertising injury** arising out of such offense, first occurred after such termination date;
- b. the bodily injury or property damage first occurred after such termination date; and
- **c.** there is no other valid and collectible insurance purchased specifically to insure the partnership, joint venture or limited liability company.

## 11. LEGAL LIABILITY - DAMAGE TO PREMISES

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

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

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

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

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

- **C. LIMITS OF INSURANCE** is amended to delete Paragraph **6.** (the Damage To Premises Rented To You Limit) and replace it with the following:
  - **6.** Subject to Paragraph **5.** above, (the Each Occurrence Limit), the Damage To Premises Rented To You

Limit is the most the Insurer will pay under **COVERAGE A** for **damages** because of **property damage** 

to:

a. any one premises while rented to a Named Insured or temporarily occupied by a Named Insured
 with the permission of the owner; and

**b.** contents of such premises if the premises is rented to the **Named Insured** for a period of 7 or fewer consecutive days.

The Damage To Premises Rented To You Limit is \$500,000. unless a different Damage to Premises

Rented to You Limit is shown in the Declarations.

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

- (ii) That is property insurance for premises rented to a **Named Insured**, for premises temporarily occupied by the **Named Insured** with the permission of the owner; or for personal property of others in the **Named Insured**'s care, custody or control;
- **E.** This Provision **11.** does not apply if liability for damage to premises rented to a **Named Insured** is excluded by another endorsement attached to this **Coverage Part**.

#### 12. MEDICAL PAYMENTS

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

- 7. Subject to Paragraph 5. above (the Each Occurrence Limit), the Medical Expense Limit is the most the Insurer will pay under Coverage C Medical Payments for all medical expenses because of bodily injury sustained by any one person. The Medical Expense Limit is the greater of:
  - (1) \$15,000 unless a different amount is shown here: @@@@@@@@@@@@@@; or
  - (2) the amount shown in the Declarations for Medical Expense Limit.
- B. Under COVERAGES, the Insuring Agreement of Coverage C Medical Payments is amended to replace Paragraph 1.a.(3)(b) with the following:
  - (b) The expenses are incurred and reported to the Insurer within three years of the date of the accident;

and

This Paragraph B. does not apply to medical expenses incurred in the state of Missouri.

## 13. NON-OWNED AIRCRAFT

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

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

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

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

#### 14. NON-OWNED WATERCRAFT

Under COVERAGES, Coverage A – Bodily Injury and Property Damage Liability, the paragraph entitled

Exclusions is amended to delete subparagraph (2) of the exclusion entitled Aircraft, Auto or Watercraft, and

replace it with the following.

This exclusion does not apply to:

- (2) a watercraft that is not owned by any Named Insured, provided the watercraft is:
  - (a) less than 75 feet long; and
  - (b) not being used to carry persons or property for a charge.

## 15. PERSONAL AND ADVERTISING INJURY -DISCRIMINATION OR HUMILIATION

- **A.** Under **DEFINITIONS**, the definition of personal and advertising injury is amended to add the following tort:
- Discrimination or humiliation that results in injury to the feelings or reputation of a natural person.
- B. Under COVERAGES, Coverage B Personal and Advertising Injury Liability, the paragraph entitled Exclusions is amended to:
  - 1. delete the Exclusion entitled **Knowing Violation Of Rights Of Another** and replace it with the following:

This insurance does not apply to:

## Knowing Violation of Rights of Another

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

- (a) the Named Insured; or
- (b) any executive officer, director, stockholder, partner, member or manager (if the Named Insured is a limited liability company) of the Named Insured.
- add the following exclusions:

This insurance does not apply to:

## **Employment Related Discrimination**

Discrimination or humiliation directly or indirectly related to the employment, prospective employment,

past employment or termination of employment of any person by any Insured.

**Premises Related Discrimination** 

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

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

The coverage provided by this PERSONAL AND ADVERTISING INJURY -DISCRIMINATION OR

**HUMILIATION** Provision does not apply to any person or organization whose status as an **Insured** derives solely from

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

# 16. PERSONAL AND ADVERTISING INJURY - LIMITED CONTRACTUAL LIABILITY

A. Under COVERAGES, Coverage B –Personal and Advertising Injury Liability, the paragraph entitled

**Exclusions** is amended to delete the exclusion entitled **Contractual Liability** and replace it with the following:

This insurance does not apply to:

## **Contractual Liability**

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

This exclusion does not apply to liability for damages:

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

insured contract; and

- (b) such attorney fees and litigation expenses are for defense of such party against a civil or alternative
- dispute resolution proceeding in which covered damages are alleged.
- B. Solely for the purpose of the coverage provided by this paragraph, **DEFINITIONS** is amended to delete the

definition of insured contract in its entirety, and replace it with the following:

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

- **C.** Solely for the purpose of the coverage provided by this paragraph, the following changes are made to the Section entitled **SUPPLEMENTARY PAYMENTS COVERAGES A AND B:**
- 1. Paragraph 2.d. is replaced by the following:
  - **d.** The allegations in the **suit** and the information the Insurer knows about the offense alleged in such
  - **suit** are such that no conflict appears to exist between the interests of the **Insured** and the interests

of the indemnitee:

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

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

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

## 17. PROPERTY DAMAGE - ELEVATORS

A. Under COVERAGES, Coverage A – Bodily Injury and Property Damage Liability, the paragraph entitled

Exclusions is amended such that the Damage to Your Product Exclusion and subparagraphs (3), (4) and

- (6) of the **Damage to Property** Exclusion do not apply to **property damage** that results from the use of elevators.
- B. Solely for the purpose of the coverage provided by this **PROPERTY DAMAGE ELEVATORS** Provision, the **Other Insurance** conditions is amended to add the following paragraph:

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

## 18. SUPPLEMENTARY PAYMENTS

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

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

## 19. PROPERTY DAMAGE - PATTERNS MOLDS AND DIES

Under COVERAGES, Coverage A – Bodily Injury and Property Damage Liability, the paragraph entitled

Exclusions is amended to delete subparagraphs (3) and (4) of the Exclusion entitled Damage to Property, but

only with respect to patterns, molds or dies that are in the care, custody or control of the **Insured**, and only if

such patterns, molds or dies are not being used to perform operations at the time of loss. A limit of insurance of

\$25,000 per policy period applies to this PROPERTY DAMAGE - PATTERNS MOLDS AND DIES coverage,

and this limit:

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

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

## 20. UNINTENTIONAL FAILURE TO DISCLOSE HAZARDS

If the Named Insured unintentionally fails to disclose all existing hazards at the inception date of the Named

Insured's Coverage Part, the Insurer will not deny coverage under this Coverage Part because of such failure.

## 21. WAIVER OF SUBROGATION - BLANKET

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

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

- 1. the Named Insured's ongoing operations; or
- 2. your work included in the products-completed operations hazard.

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

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

to the claim.

All other terms and conditions of the Policy remain unchanged.

#### CNA74872XX (1-15)

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

# SERVICE LEVEL AGREEMENT

Service Level Agreement (SLA) for Customer by IPS Group Inc

## 1. Agreement Overview

This Agreement represents a Service Level Agreement ("SLA" or "Agreement") between IPS Group Inc. and Customer for the provisioning of enforcement solutions.

This Agreement remains valid until superseded by a revised agreement mutually endorsed by the stakeholders.

This Agreement outlines the parameters of all services covered as they are mutually understood by the primary stakeholders. This Agreement does not supersede current processes and procedures unless explicitly stated herein.

## 2. Goals & Objectives

The purpose of this Agreement is to ensure that the proper elements and commitments are in place to provide consistent service support and delivery to the Customer(s) by the Service Provider(s).

The goal of this Agreement is to obtain mutual agreement for service provision between the Service Provider(s) and Customer(s).

The objectives of this Agreement are to:

- Provide clear reference to service ownership, accountability, roles and/or responsibilities.
- Present a clear, concise and measurable description of service provision to the customer
- Match perceptions of expected service provision with actual service support & delivery.

## 3. Stakeholders

The following Service Provider(s) and Customer(s) will be used as the basis of the Agreement and represent the primary stakeholders associated with this SLA:

Service Provider: IPS Group Inc. ("Provider")

IT Customer(s): Customer ("Customer")

#### 4. Periodic Review

This Agreement is valid from the Effective Date outlined herein and is valid until further notice. This Agreement should be reviewed at a minimum once per fiscal year; however, in lieu of a review during any period specified, the current Agreement will remain in effect.

The Business Account Manager ("Document Owner") is responsible for facilitating regular reviews of this document. Contents of this document may be amended as required, provided mutual agreement is obtained from the primary stakeholders and communicated to all

affected parties. The Document Owner will incorporate all subsequent revisions and obtain mutual agreements / approvals as required.

Business Account Manager: IPS Group Inc.

Review Period: Bi-Yearly (6 months)

Previous Review Date: 06-08-2018

Next Review Date: 012-12-2018

## 5. Service Agreement

The following detailed service parameters are the responsibility of the Service Provider in the ongoing support of this Agreement.

### 5.1. Service Scope

The following Services are covered by this Agreement:

- Manned telephone support
- Monitored email support
- Remote assistance using UberConference, GoToMyPC or GoToMeeting
- Planned or Emergency Onsite assistance (extra costs may apply)

#### 5.2. Customer Requirements

Customer responsibilities and/or requirements in support of this Agreement include:

- Payment for all support costs at the agreed interval.
- Reasonable availability of customer representative(s) when resolving a service related incident or request.

#### 5.3. Service Provider Requirements

Service Provider responsibilities and/or requirements in support of this Agreement include:

- Meeting response times associated with service related incidents.
- Appropriate notification to Customer for all scheduled maintenance.

## 5.4. Service Assumptions

Assumptions related to in-scope services and/or components include:

■ Changes to services will be communicated and documented to all stakeholders.

## 6. Service Management

Effective support of in-scope services is a result of maintaining consistent service levels. The following sections provide relevant details on service availability, monitoring of in-scope services and related components.

## 6.1. Service Availability

Coverage parameters specific to the service(s) covered in this Agreement are as follows

- Telephone support: 9:00 A.M. to 5:00 P.M. Monday Friday
- Calls received out of office hours will be forwarded to a mobile phone and best efforts will be made to answer / action the call, however there will be a backup answer phone service
- Email support: Monitored 9:00 A.M. to 5:00 P.M. Monday Friday
- Emails received outside of office hours will be collected, however no action can be guaranteed until the next working day
- Onsite assistance guaranteed within 72 hours during the business week
- Expected General System Uptime:
- Web Applications 99%
- Phone Services 99%
- Customer Service (during days/hours stated above) 99%

## 6.2. Service Requests

In support of services outlined in this Agreement, the Service Provider will respond to service related incidents and/or requests submitted by the Customer within the following time frames:

- 0-8 hours (during business hours) for issues classified as High priority.
- Within 48 hours for issues classified as Medium priority.
- Within 5 working days for issues classified as Low priority.

Remote assistance will be provided in-line with the above timescales dependent on the priority of the support request.