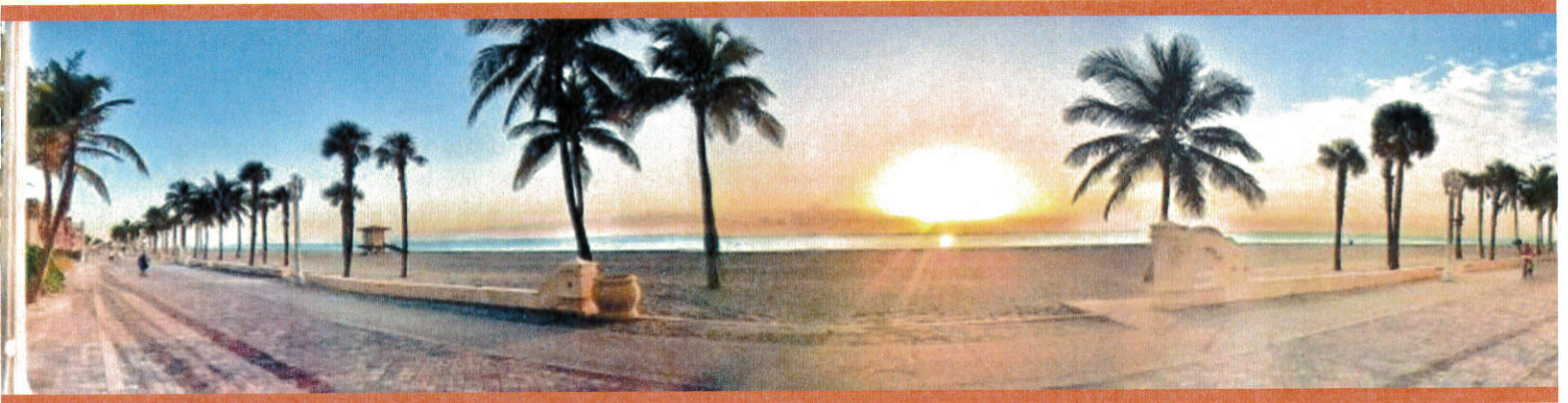


City of Hollywood, FL



Response to Request for Proposal No. 4382-14-JE for
**Credit Card Enabled Single Space
Parking Meter Mechanism**

Due: November 12, 2013
3:00 p.m. EST



Duncan Parking Technologies, Inc.

A Duncan Solutions Company

633 W. Wisconsin, Ave., Suite 1600

Milwaukee, WI 53203-1920

ORIGINAL

Release of confidential information may place Duncan Solutions at serious and irreparable competitive disadvantage in future procurements by providing our competitors with sensitive, confidential and proprietary information that would be unavailable to any third party but for the disclosure of this proposal. In the event that a third party makes a request for disclosure, please notify Duncan Solutions immediately in writing, so that we may have the opportunity to participate in any disclosure discussions and decisions.

This response is presented by
Duncan Parking Technologies, Inc.
a wholly owned and controlled subsidiary of Duncan Solutions, Inc.
For simplicity, we routinely refer to our company as
“Duncan Solutions” or “Duncan.”



November 12, 2013

City of Hollywood, Florida
Office of the City Clerk
2600 Hollywood Blvd.
Room 221
Hollywood, FL 33020

Subject: RFP No. 4382-14-JE for Credit Card Enabled Single-Space Meters

Thank you for allowing Duncan Solutions Inc. (Duncan) to propose how we can help the City of Hollywood further advance its parking meter program. Enclosed is our response to your RFP for Credit Card Enabled Single-Space Meters. Our enclosed submission includes required forms and details our proposed solution, including how it will benefit the City and its stakeholders by facilitating outcomes that match your objectives. In conformance with the RFP, we are submitting one (1) original copy, seven (7) printed copies and one (1) copy on CD, which can be found on the inside back cover of the original.

Duncan Solutions has over 77 years of experience helping government agencies manage their parking meter needs for municipalities and agencies of all sizes. Since 1936, Duncan has specialized in parking meter equipment products. In North America, we currently serve over 2,000 cities and other local government agencies with parking equipment and violation processing and collection services. As a corporate entity with over 300 employees, we bring substantial resources to meet the City's parking management needs. Duncan maintains a significant installed base of single space meters dating back over 77 years and thousands of multi-space pay parking devices globally, including installations throughout North America, Australia, New Zealand, and Asia.

After a detailed review of your released specification, Duncan is proposing a fully integrated parking meter infrastructure consisting of Duncan's Integrated Software Solution that combines Liberty single-space parking meter mechanism with credit card, smart card and coin acceptance capability. This solution meets and exceeds all requirements and specifications requests by City of Hollywood. The Duncan Solutions fully integrated parking meter infrastructure presented in our Proposal was designed to address all key elements demanded for on-street and off-street parking management and will be:

- Turnkey software solution with credit card acceptance capability.
- PCI Compliant credit card processing in real time.
- Solar panels will charge batteries.
- Offer wireless, real-time capability.

The primary contact person at Duncan is:

Mark Berling
Regional Sales Manager
Phone: (866) 219-8723 | Mobile: (603) 490-2030
Email: mberling@duncansolutions.com

As the President of Duncan's Technologies division, I am authorized by the Board of Directors to make representations and legally bind the company to any subsequent agreement for this opportunity. This Proposal is firm for ninety (90) days from the submission deadline date on the front of this document and can be extended upon mutual agreement if the City requests such in writing.

Duncan acknowledges the receipt of Addenda No. 1 issued October 24, 2013 requesting samples of reports.

We appreciate your consideration of our Proposal and look forward to an opportunity to discuss the ideas, products and services described in this document with you further.

Sincerely,



Asaf Salama
President,
Duncan Parking Technologies, Inc.
a Duncan Solutions Company



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City of Hollywood

Request for Proposal for Credit Card Enabled Single-Space Meters

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Executive Summary

The Duncan Liberty is built on 77 years of product development and testing, resulting in a reliable, durable meter that is designed to address the specific needs of all parking program stakeholders.

The City of Hollywood, Florida is seeking to upgrade a portion of its more than 4,000 parking spaces to include credit card acceptance and pay by cell phone capabilities.

With this procurement, the City will purchase up to 200 credit card-enabled meters for its coastal areas. Duncan works with a philosophy of continuous improvement, and nowhere is that more evident than in our battery research and development.

This work has yielded exciting breakthrough that is outlined in proposal section 4.1.5, Power.

Duncan and the City have a relationship dating to at least 1982 when it purchased single space meters and housings. Duncan would like to continue that relationship by offering our Liberty credit card-enabled meters with wireless communication.

Throughout this Executive Summary and proposal, the City will learn what makes the Liberty technologically advanced and how it serves end users of all types, but also how it will make the job of City staff easier by making its on-street parking program more transparent and easier to operate.

Parking technology, like other technologies, has advanced rapidly over the past few years. Current technologies further provide the tools so the City can truly take control of its parking program to manage special events, encourage patronage of the courthouse and nearby businesses, and maximize revenue – all with meters that are cost efficient to install and operate and are ADA compliant without special alterations during installation.

Highlights

The Liberty has been built on over **77 years of parking meter evolution and expertise**

The Liberty's Simple design belies the technology inside the mechanism and increases motorist acceptance because of the traditional, easy to use design

Our implementation process **ensures an efficient installation**

Total cost of ownership represents the best overall value to the City

Full turnkey payment operations for credit cards, token, smart cards, and pay-by-cell functions

Duncan has the experience to **effectively implement the City's parking meter replacement program while providing innovative products with ingenious design**



Duncan is proud to propose the Liberty parking meter that offers state-of-the-art technology in a form that is familiar to and preferred by motorists – the single-space parking meter.

Why Duncan?

The specific components of our proposal for the Liberty intelligent, single-space, credit card enabled parking meters differentiate Duncan from the other vendors. **Our proposal includes unique benefits such as:**

- Duncan has extensive experience with credit card and mobile phone enabled meters in a number of markets and for this procurement recommends our proven integration with the Duncan Liberty meter, credit card processing with Merchant First, and future enlistment of its mobile payment solution.
- The Duncan Liberty provides a best-in-class meter mechanism that will serve the City well for years to come.
- The Liberty features a front-facing screen, meaning the City will not have to adjust pole heights to accommodate slanted screens that require standard meter poles to be reduced in height. The Liberty meets Americans with Disabilities Act standards.

Here are 6 key reasons why we think we are best suited for the City's parking meter replacement project.

1. Easy-to-use Products for All End Users
2. Enhanced Reporting Capabilities
3. Lowest cost of ownership
4. Enhanced Rate Programming
5. Liberty is ADA compliant
6. Experience and Expertise

1

Easy-To-Use Products For All End Users

For most people, the “user” of a parking meter is the motorist. Certainly, the motorist is the one who interacts with the meter the most frequently, and who must provide payment to the meter. But focusing on the motorist and the motorist alone is a pitfall. Just as important as the ease in which a motorist can pay for parking is the efficiency of enforcing the meters, the number of times it must be repaired, the timing and need for collections, and the important administrative support it takes to keep it all going.

Duncan recognizes all of these players as key users of a parking meter, and has designed our Liberty to meet the needs of every end-user.



Motorists

Motorists have come to be the most familiar, and the most comfortable, with a single-space parking meter, but need payment flexibility to use more than just coins. The Liberty can accept payments from Visa, MasterCard, American Express and Discover debit and credit cards; smart cards; up to 16 types of coins and tokens; and pay-by-mobile. It has a keypad with four simple buttons that are completely intuitive to the motorist. The display is clear, easy-to-read, and can be programmed in many different languages.

Enforcement Staff

Single-space meters tend to be more efficient to enforce, and the Liberty even more so. The rear-display was designed to easily spot expired meters from a distance. LED lights flash different colors indicating meter status, and in the dark, can be spotted from up to 85 feet away. Additionally, Liberty meter payment status may be accessed from enforcement personnel via a handheld device or a PDA.

Meter Technicians

An inoperable parking meter loses revenue. Duncan recognizes that the quicker a parking meter is operating again, the quicker the City is back to earning revenue on its investment. If a meter becomes inoperable, a signal and/or email alert is sent to the Parking Enterprise Manager with the location of the meter and the nature of the problem. The technician is thus prepared before being dispatched with the best tools for the job. Minor repairs, such as replacing a battery or clearing a coin jam, can be done quickly right there in the field. Otherwise, the technician simply swaps out the old mechanism for a replacement. Our proprietary Datakey preserves the information from the old mechanism for a quick and easy transfer to the new mechanism.

Parking Administrators

The Parking Enterprise Manager is a powerful reporting and analytic tool that administrators can use to manage their parking program for maximum efficiency and revenues. Information can be gleaned anywhere from a high-level overview of statistics and averages of the parking program as a whole to individual meter occupancy on any given day. The Liberty can also be easily reprogrammed to a different rate. The Liberty supports multiple rate platforms and individual meters can be adjusted accordingly. Because the rate is displayed on the meter itself, rate plates need not be reprinted.

Duncan designs products that are easy to use for all end users, not just the motorist.

Ease of Use



Intuitive and self-navigable, motorists can quickly make payment without delay.



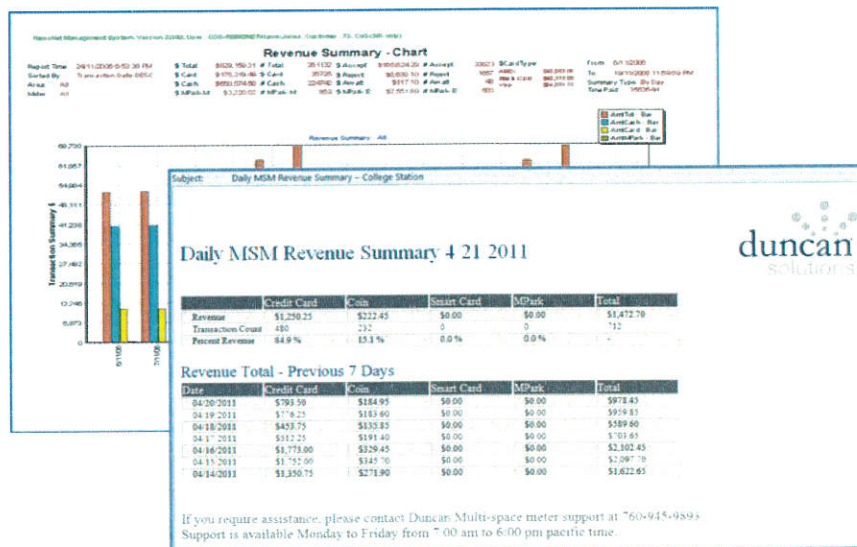
2

Enhanced Reporting Capabilities

One of Duncan's goals during the development of the Liberty parking meters was to design and implement the tools that program administrators need to effectively manage their parking programs. With wireless communications to advanced meter management software, reports can be run and analyzed with near real time capability.

With rate changes made in the meter, instead of using rate plates and other signage, administrators can now program meters with complex and variable rate structures, choosing the price of parking based on time of day, amount of time purchased, location, special events or holidays—all demonstrated by real parking demand trends.

Sample Reports



Duncan's meter management software enables City staff to perform detailed analysis on the City's parking program, driving informed administrative decisions.

Not only does this serve to effectively manage and maximize City revenue, it creates significant advantages to the citizens and the local economy. With these tools in place, the City has the opportunity to manage space turnover, increasing traffic to local businesses while reducing the number of citizens circling the block looking for a parking space. Enhanced reporting capabilities can lead to better parking management, which benefits citizens, businesses, and the City budget alike.



3

Lowest Cost of Ownership

Duncan understands the importance of the bottom line to a municipality, which is in charge of not only balancing tight budgets, but in being responsible stewards of taxpayer dollars, as well. When purchasing a computer printer, the inexpensive option becomes expensive if refill toner is costly.

In this same way, some vendors may charge less for meters, but make up for it with high monthly fees, or keep these costs low while providing a lackluster warranty. Duncan evaluates all costs across the board and provides a responsible bid that represents the best value over the multi-year lifespan of the meters. We urge the City to examine the sum of all costs over a 10-year period. We're confident that, when the meter price and all other fees and factors are considered, the Liberty will emerge as the best overall value to the City, its motorists and other stakeholders.

In addition to a comprehensive and competitive overall pricing strategy, Duncan's industry leading **low per-credit-card transaction fees** represent a significant savings to the City, especially as motorists adopt the new payment option. Duncan encourages the City to analyze the pricing over their lifespan, not just the initial year.

In Duncan's decades of experience with parking trends and motorist behavior, we have learned that the City can expect to experience a minimum of three credit card transactions per parking space with such meters, per parking day. Multiplied by 365 parking days and Hollywood can expect more than 219,000 transactions per year across 200 metered parking spaces. Duncan, through its partnership with Merchants First, offers a low per-transaction fee. With other parking meter companies' more than double what this arrangement costs per transaction, Duncan's offering will save the city approximately \$15,120.00 per year at the City's projected volume. If the City projects a 10-year lifecycle, the saving would be as high as \$151,200.20.

Complete details about this savings can be found in response proposal section 5, Fee Statement.

4

Enhanced Rate Programming

The City needs the tools and expertise to effectively deliver a comprehensive parking program to best manage traffic, business patronage, and City revenues. Parking is no longer about setting a rate and hours of operation and standing back while the nickels and dimes slowly trickle into the City coffers. Parking has become one of the most valuable assets of municipalities today, and with some wise investments, significant dividends can be reached.



For Hollywood, the coastal areas mean a lot of people that need to park, and a lot of people willing to pay a premium for that space.

But parking does not always demand that kind of premium, and indeed, trying to charge those rates could discourage patronage at local businesses or anger citizens. The City can benefit from special event rate programming that would provide better revenues as well as a convenient option for motorists to pay and not worry about the meter if their experience takes longer than expected.

Duncan's products not only enable this kind of rate programming—as well as a large variety of other special programming features—with one phone call Duncan staff can program these changes on the Liberty, freeing up City staff time for other important matters.

Rate Programming



No need for special signage or meter hoods—the meter can display all necessary information for all the City's enhanced meter rate needs.

5

The Liberty is ADA Compliant

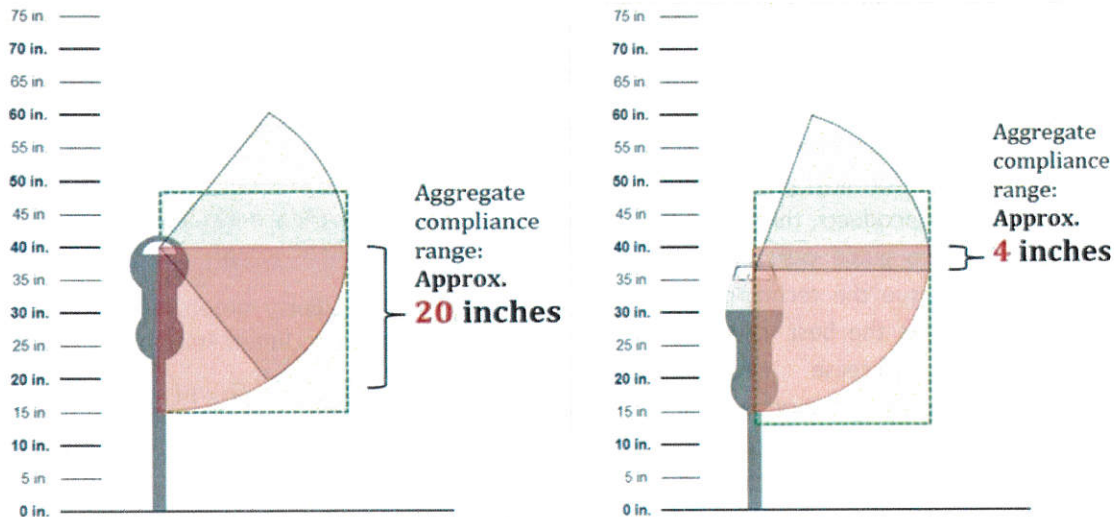
Because the Liberty interface is forward facing and retains the height of the existing housing, the Liberty requires no adjustments to retain Americans with Disabilities Act compliance. For other meters to remain compliant with ADA, a significant portion of existing single space meter poles may have to be cut in order to place their interface at a position that is accessible to disabled motorists. This will likely increase costs significantly due to the increase of installation time of about 15 seconds with the Liberty to hours or days for competitors' meters. The graphic below illustrates the challenge that disabled motorists can have when a meter's user interface is placed too high.

Enhanced accessibility is another feature of the Liberty meter. Not only is the keypad designed for intuitive function that requires minimal reading, the display can be programmed in a variety of languages. Furthermore, for users with disabilities, the Liberty is completely ADA-compliant with no modifications to the meter poles.

Duncan's products are designed to be ADA compliant. However, if a meter is installed in a location that is not accessible to disabled motorists, the meter may not be ADA compliant. The meter is designed to be installed in a location that is accessible to disabled motorists.



The Liberty Meets ADA Compliance Standards



The Liberty interface (left) faces forward and retains the height of the existing housing. It requires no adjustments to retain ADA compliance. With some other meters (right), in order to remain compliant with ADA, a significant portion of existing SSM poles will need to be cut.

6 Experience and Expertise

Duncan has been in the business of providing parking solutions to our clients for over 77 years. The Duncan parking meter is a staple across the United States, and indeed, in over 60 countries. We have served over 2,000 clients with parking equipment and violation processing and collection services.

Duncan doesn't simply deliver meters, install them and walk away. We have strong programs in place to ensure that the City enjoys years, sometimes decades, of satisfied service. In total, we have deployed millions of single space meters globally. In a survey by the International Parking Institute, 63.4 percent of U.S. customers reported Duncan meters as their parking equipment of choice. Duncan is a consultative partner that can assist the City in defining the technical and business requirements for both initial as well as future improvements to the City's parking operations.



The cornerstone to our success is using the knowledge gained from our past and combining it with the latest in innovations to create the best parking products and services. Our products stand the test of time in every sense of the phrase—they are durable, have classic aesthetic appeal, and are user-friendly for any generation. When designing new products, this base of knowledge is used to guide our forward movements. We pursue the technological advances that serve as the best value for our clients to increase revenue, convenience, and customer service. Our careful design, vigorous quality control measures, and focus on customer care are reflected in our products.

DUNCAN'S IMPACT

77

Years of experience manufacturing single-space parking meters

2,000+

Clients served throughout North America

15

Years of experience installing meters with credit card acceptance

11,000

Number of Liberty meters installed and ordered in the United States

Millions

Number of single-space meters installed worldwide

Duncan understands the City is looking for a vendor to upgrade its parking meter mechanisms to include credit card payments. While price is an important consideration, we understand the City is also looking to work with a vendor with the experience required to provide a seamless transition and a product that is proven to be reliable, durable, and easy to use. We are proposing because our Liberty meter represents the best value to the City, is proven to operate successfully under a wide variety of extreme weather conditions, and because we provide over 77 years of experience manufacturing and installing parking meters. Duncan has the experience and expertise to effectively manage the City's parking meter replacement project.

Conclusion

For many of us, the age of carrying cash is slowly waning. As more companies are accepting credit card payments for even small purchases like a cup of coffee, consumers are finding fewer and fewer reasons to keep even a small amount of cash on hand, and cumbersome coins are even more burdensome. Simultaneously, the cost of parking is going up, and the sheer number of coins required to feed the meter is only increasing.

Introduce to the market a single-space meter that accepts both change and credit cards and you have a parking meter that functions to increase motorist convenience. Enhance it with pay-by-cell technologies and smart card capabilities, and you have a parking meter that is truly great.

The City has an important decision to make moving forward in its parking management, and the right decision could significantly affect not only revenues, but business profitability and motorist convenience, as well. Duncan provides quality and reliability with products designed with over 77 years of experience. Unlike the one hit wonder products of engineering firms and other companies,



City of Hollywood

Request for Proposal for Credit Card Enabled Single-Space Meters

Duncan is a solid partner the City can trust to provide expertise across the many facets of parking program management for the long haul.

Duncan has taken its 77-year history of providing durable and user-friendly parking meters and combined it with the latest in industry innovations to present the Liberty. Intuitive and versatile, the Liberty accepts coins, tokens, credit cards, debit cards, smart cards and pay-by-mobile payments in a secure, real-time wireless environment. Motorists appreciate the intuitive, easy-to-use platform while enforcement staff value efficiency of enforcement.



City of Hollywood

Request for Proposal for Credit Card Enabled Single-Space Meters

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1.0 Profile of Proposer

*Imminently qualified with the experience the City needs, Duncan is pleased for this opportunity to partner with the City. We have the experience built over 77 years to offer the City of Hollywood a **suite of integrated solutions to enable a state of the art parking program.***

1.1 Geographic Scope

As a corporate entity with more than 300 employees, we bring substantial resources to meet the City's parking management needs. Key office locations, strategically placed throughout the U.S. to meet the needs of our customers, include Harrison, Arkansas; Carlsbad, California; Silver Spring, Maryland; Atlanta, Georgia; Pittsburgh, Pennsylvania; St. Louis, Missouri; and our corporate headquarters in Milwaukee, Wisconsin. In addition, Duncan's leadership team comprises numerous past on-street parking management practitioners from around the country, who focus on client-specific solution development rather than the sale of commodities.

Duncan also has significant global experience in delivering, implementing and supporting single- and multi-space meter solutions to a variety of municipalities around the world. We maintain an installed base of over 16,000 multi-space parking meters globally, including installations throughout North America, Australia, and Asia. We have also deployed millions of single-space meters globally.

Highlights

Duncan is not just about parking meters—we pride ourselves on being a **long-term partner of parking program solutions with our clients**

We combine over 77 years of experience with the **latest advances and technologies** available in the industry

With access to purchase and integrate most 3rd party solutions, Duncan can **combine the products our clients need with our expertise to make parking programs more efficient and effective**

Experts in parking, we have been **installing meters for over 77 years and integrating credit card payment options for over 15 years**

1.2 Office of Service

Duncan will service the City of Hollywood from both its Milwaukee headquarters as well as offices in Carlsbad, CA and Harrison, AR.

1.3 Firm Description

Duncan parking meters have become as integral to the streetscape as sidewalks and curbs. But in 1936, when Duncan was in its infancy, parking meters were a new and innovative concept. Businesses were looking for a way to increase turnover of the valuable spaces lining their storefronts, and

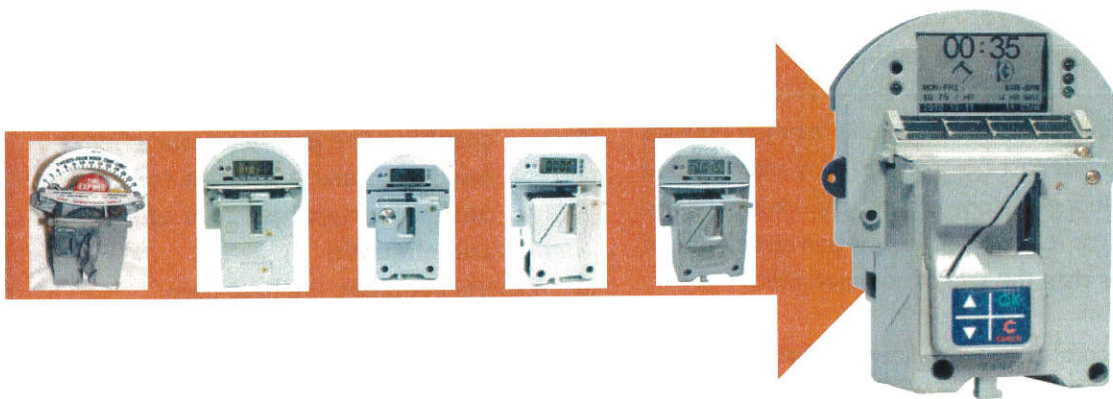


Duncan recognized that the parking meter would become a mainstay and an advantageous asset to this end.

Since then, Duncan has stayed on top of the latest technologies that help our clients achieve their goals for their parking programs. Every city is different, and it only makes sense that each parking program is built to reflect the uniqueness of the particular locale. Duncan's solution is not to force a parking program to meet our specifications, but to partner with our clients to develop the program that best meets the needs of their stakeholders.

To that end, we are an integrator. We offer end-to-end parking solutions from parking meters and supporting software to collections to citation processing, and beyond. We look forward to building our partnership with the Parish of Baton Rouge, and exploring the options and technologies that will provide the advancements needed to increase efficiency, maximize revenue, and serve relevant stakeholders.

Built on 77 Years of Experience



Duncan created the Liberty based on a form factor perfected after 77 years of experience.

History and Background

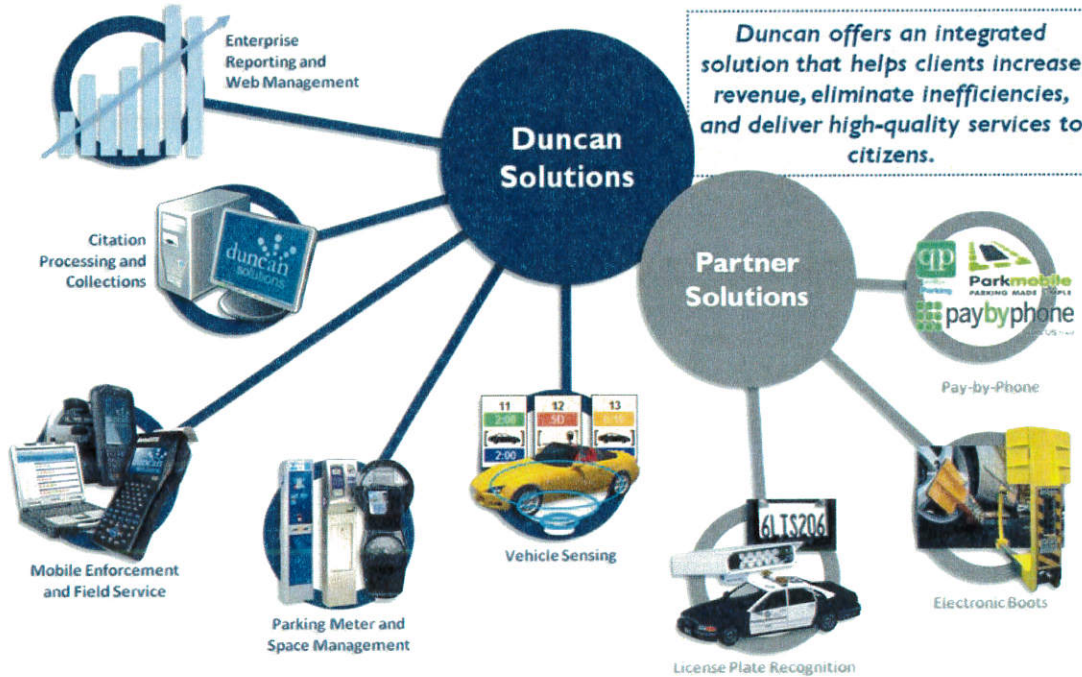
Duncan's history in the parking business dates back 77 years to one of the earliest models of parking meters manufactured. Over the decades, Duncan's innovative parking solutions earned us a dominant market share in the parking meter industry.

Duncan Solutions was formed as the world's first and only fully integrated on-street parking solutions company. Our vision was that cities could partner with a single company whose sole focus was addressing the challenges faced by parking management agencies—including space regulation and management; parking meters, meter management systems, meter collections and maintenance; enforcement and ticket issuance technology; ticket processing, DMV data acquisition, and adjudication support; debt collections; and systems that integrate with and support every manner of



innovative technology available—from License Plate Recognition (LPR) to advanced booting applications and devices.

Duncan's Integrated Solution



Duncan offers a best-in-class suite of solutions for the on-street parking industry.

In addition to our meter expertise, Duncan is unique in the domestic parking industry because we offer a truly integrated end-to-end on-street parking management solution. Our solutions benefit cities by ensuring that various system components are interlinked to collect and process the data that can be used to manage one of their most valuable assets – parking spaces. We have extensive experience partnering with a wide variety of parking industry providers, ranging from meter vendors to providers of MLPR, booting/tow, and pay-by-phone technology.

1.4 Client List

We have the second –largest install base of single-space meters with credit card acceptance in the world. Installations, similar in size and scope to the City of Hollywood, include:

Current Liberty Clients Similar in Scope to Hollywood

Client	Contact Name	Phone Number	Email Address
Anchorage, AK	Rick Onstott	907-276-7275	rickonstott@easyparkalaska.com
Chattanooga, TN	Brent Matthews	423-424-1316	brentmatthews@gocarta.org



Corpus Christi, TX	Marc Denson	361-826-3003	marcusc@dctexas.com
Atlanta, GA	Angela Bowers-Ervin	404-865-8957	abowerservin@AtlantaGa.gov
Spokane, WA	David Steele	509-625-6064	dsteale@spokanecity.org
Hyattsville, MD	Jim Chandler	301-985-5013	jchandler@hyattsville.org
Hermosa Beach, CA	Vicki Copeland	310-318-0226	vcopeland@hermosabch.org
University of Texas, El Paso	Paul Stresow	915-747-6698	pastresow@utep.edu
Florida International University	Lisette Hernandez	305-348-1672	lishern@fiu.edu

1.5 Litigation Disclosure

To the best of our knowledge and belief, Duncan Parking Technologies, Inc. has not been involved in any litigation within the last five years, nor are we aware of any pending litigation.



2.0 Summary of Proposer's Qualifications

2.1 Personnel Assigned

As a corporate entity with more than 300 employees, we bring substantial resources to meet the City's parking management needs. Key office locations, strategically placed throughout the U.S. to meet the needs of our customers, include Harrison, Arkansas; Carlsbad, California; Silver Spring, Maryland; Atlanta, Georgia; Pittsburgh, Pennsylvania; St. Louis, Missouri; and our corporate headquarters in Milwaukee, Wisconsin. In addition, Duncan's leadership team comprises numerous past on-street parking management practitioners from around the country, who focus on client-specific solution development rather than the sale of commodities.

2.2 Team Qualifications

Key Staff Qualifications

Staff Member	Role on Project	Experience and Qualifications
Executive Leadership		
Mike Nickolaus	<i>Executive Leadership</i>	Mr. Nickolaus is a twenty-year veteran in the parking and transportation industry, with extensive experience focusing on operations management and revenue enhancement strategies in the areas of violations processing, enforcement systems, collections services, transportation, and information technology. Mr. Nickolaus' career has been devoted exclusively to the service of public sector clients, and his direct experience has included managing complex operations; implementing new projects, technologies, and services; and directing the efforts of large-scale, diverse business units with operations spanning the globe. Mr. Nickolaus is a graduate of Dartmouth College and the University of Pennsylvania's Wharton School of Business.
Asaf Salama	<i>Executive Leadership</i>	Mr. Salama has over 15 years of experience in managing in the manufacturing environment, with demonstrated success in process improvement, quality control initiatives, and lean management. Mr. Salama holds vast knowledge in implementing and maintaining quality standards that lead to the ultimate in customer satisfaction, including supply performance and long-term support initiatives.



Key Staff Qualifications

Staff Member	Role on Project	Experience and Qualifications
Mike Flaherty	<i>Executive Leadership</i>	Mr. Flaherty has over 20 years of executive management experience in the State and Local government industry. He has a wealth of experience in operations management, technical project management and oversight, business innovation and strategic process improvement. Currently, Mr. Flaherty is responsible for ensuring that Duncan Solutions clients realize policy goals through successful parking program implementation.

Proposed Team for the City

Mark Berling	<i>Account Manager</i>	Mr. Berling has over 30 years of experience providing technology support with commercial Fortune 1000 companies and government contractors, and over a decade of experience with project management, providing support through the lifecycle of the contract, including sales, installation, training, and ongoing support. Mr. Berling maintains high customer satisfaction through clear communication and product expertise. He has personally installed Liberty meters for client demonstrations in several cities, including: Buffalo, NY; Hollywood, FL; Coral Gables FL; Evanston, IL; and Providence, RI. He has intimate knowledge of the meter and its operations.
Katy Craig-Jones	<i>Project Manager</i>	With a focus on customer service, Ms. Craig-Jones utilizes her 7-year knowledge base of Duncan products and services to provide effective and efficient project management. She has been involved in over 25 implementations, serving Duncan clients through effective communication, tight quality control standards, and deadline management.



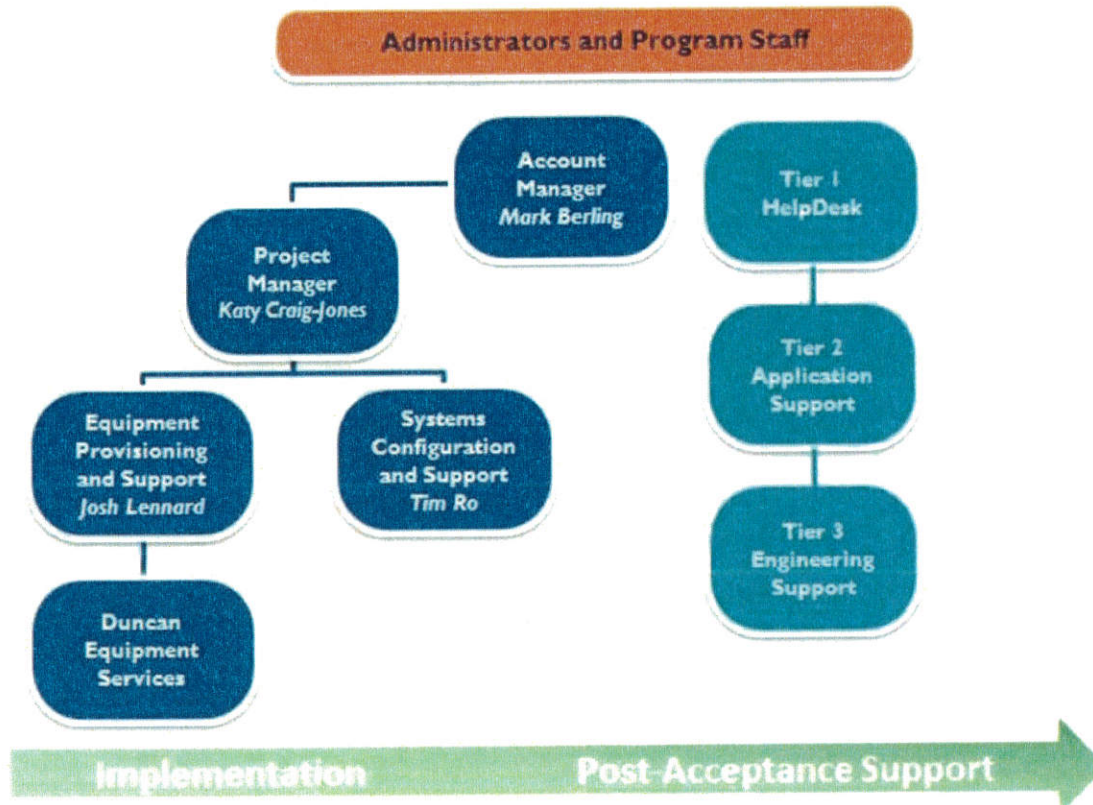
Key Staff Qualifications

Staff Member	Role on Project	Experience and Qualifications
Josh Lennard	<i>Equipment Provisioning and Support</i>	Mr. Lennard's expertise is in equipment provision and ongoing support functions. He has over 8 years of experience in supervision, quality assurance, and technical support. Mr. Lennard is a skilled troubleshooter, an effective liaison between technical and non-technical stakeholders, and a proven leader with demonstrated abilities in training, mentoring, and management.
Tim Ro	<i>Systems Configuration and Support</i>	Mr. Ro is experienced with all aspects of on-street parking, from his role as an enforcement agent to his role as an assistant project manager. He is currently responsible for providing key sales and operational support for Duncan's products and services. Prior to joining Duncan Solutions, Mr. Ro worked with Central Parking Systems and ACS in a variety of parking, enforcement and project management roles, where he was able to use his field experience to better manage on-street parking programs, from customer service to employee performance and retention.



2.3 Team Organization

Proposed Project Organization for the City of Hollywood



Our project organization utilizes an Account Manager for efficient communication with City Administrators and Program Staff.

Duncan organizes our company to provide efficient project management. During project implementation, the City works with the designated Account Manager, Mark Berling. Our Project Manager organizes staff for equipment provisioning, systems configuration, and associated support.

After implementation is complete and the City has accepted its system, Duncan's support team is available. Duncan utilizes a 3-tier support structure to simplify the flow of communication and ensure issues are resolved in a timely fashion. The Account Manager remains as a point of contact for additional help and guidance as needed.

2.4 Municipal Staff

Duncan is more than a seller of parking meters, as we have demonstrated. Beyond the technical capabilities of our products that will be discussed throughout this proposal, Duncan is also a trusted partner in ensuring that municipalities that purchase our products and services are able to use them properly and maximize the return on the investment that is made. The City can look forward to



interacting with knowledgeable and experienced Duncan personnel in the following areas and at the following times:

- During procurement, Duncan will be there to answer the City's questions and ensure it has the information it needs to make an informed decision.
- During contract negotiation, the City will find that Duncan is approachable and willing to meet the City's needs on the way to create a win-win relationship for both parties. This includes due diligence and Best and Final Offer phases.
- During implementation, Duncan will be front and center to guide the site planning and placement of each type of meter, as well as ensure that the meters are properly installed to City specifications and with minimal disruption to City traffic and parking operations.
- After the system is up and running, Duncan understands that comprehensive customer support is essential to the long-term success of this contract. Full commissioning concludes when each meter and the meter management system pass an all-inclusive checklist. Additionally, Duncan provides a comprehensive training program to staff members at a convenient location determined by the City.
- Once the system is accepted, our ongoing customer support model includes:
 - A single number to call for all meter, handheld, and associated software needs
 - Regular phone support available 24 hours a day 7 days a week
 - User manuals and help document available in hard and soft copy
 - Online support system for tracking and managing issues, including the generation and tracking for RMAs for parts and equipment returns



City of Hollywood

Request for Proposal for Credit Card Enabled Single-Space Meters

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3.0 Project Understanding / Proposed Approach, and Methodology

Duncan has performed scores of installations and system implementations, and through this experience is fully prepared to provide a successful project implementation. The following timeline and subsequent installation and training are highly dependent on timely selection of desired options, completion of all contractual documents, expedited completion and approval of system configuration documents, availability of City staff, granting of any required installation permits, safe and open access to the installation areas, and weather conditions.

Each stage of the program will be documented in a Detailed Implementation Plan which includes a Master Project Chart governing the project. The plan establishes the key deliverables, attendant milestones and critical path for the overall project. Key features of the plan include but are not limited to the following:

- A final detailed plan will be prepared and will be based on the agreed upon number of meters with a start date based on the contract commencement.
- Duncan will provide the plan and required staff to fulfill the contract. Staff will be available to participate in project status meetings as necessary.
- Duncan's established supply chain is well credentialed to procure, manufacture, assemble, test and provide timely delivery of the meters required by this program.
- Duncan Engineering, Operations and Logistics teams will be available to assist in resolving any issues that may arise in the manufacturing process.
- For the purposes of planning the work activities, our Project Manager will confirm with the City the implementation areas and their specific sequence. Each area will have a defined quantity of meters to be installed.
- Work will be scheduled whenever possible to avoid peak vehicular and pedestrian traffic flows that occur during certain windows of the day throughout the City.
- All meters will be commissioned and tested with the full range of applicable payment services. Depending on the final contract we anticipate these will include coin, credit/debit card and pay by cell phone. All data loading, communications setup and other preparations at the various payment gateways and management systems will be performed prior to the on-street activities at an individual meter level, and will be coordinated with the appropriate City systems, offices, and personnel.

The following table is an anticipated schedule of events based on signing of the agreement. The target dates are initially defined as the number of days after the execution of the agreement. Actual dates will be set upon review of the project managers. Duncan offers the City a proven transition plan and operational procedures that have been tested through the implementation and operation of numerous projects of similar size and scope.



Anticipated Implementation Timeline

Task	Responsibility	Target Date
Duncan Project Manager Site Visit Refine and review implementation plan	Duncan	7 days
Define all installation locations	City	15 days
Complete meter configuration sheets Rate schedules, customizable displays	City / Duncan	20 days from NTP
Complete credit card processing setup	City / Duncan	20 days from NTP
Physical meter sites preparation	City	30 days from NTP
Site Test Test to assure all meter configurations, credit card, and back end reporting systems are functioning	Duncan	60 days from NTP
Meter delivery, Installation and commissioning	Duncan / City	60 to 90 days from NTP
Training of parking and maintenance personnel	Duncan	60 to 90 days from NTP

*NTP = Notice to Proceed

This timeline is an estimate only. We will work with the City to customize it based on the City's staff availability and participation. Duncan has experience with installations of similar size and scope, which have ranged anywhere from as little as 60 days to as many as 90 days, depending on City requirements.



4.0 Meter Mechanism Specifications

Duncan uses our experience and expertise to guide meter upgrades through a seamless implementation into industry-best parking management programs. The City will enjoy the benefits of durable, reliable products that are easy to use with powerful management software that provides the data needed to effectively manage parking for years to come.

4.1 Overview

For the City's meter installation project, Duncan is proposing the Liberty single space meter. The Liberty provides motorists with the largest number of payment options in the industry, while being intuitive, convenient, and easy to use. They are backed by meter management systems that give the City access to real time data and meaningful reports to guide informed decision making for future parking program goals.

Highlights

The Liberty increases payment options,
allowing motorists to use credit card,
debit card, smart card, and coin payment
types

Meter management system provides
real time reporting to enhance data
analysis

4.1.1 Payment Types

The Duncan Liberty offers a wide range of payment options. In addition to accepting up to 16 different coins and tokens, the Liberty has the capability to accept smart cards, credit/debit cards, and payment by cellular

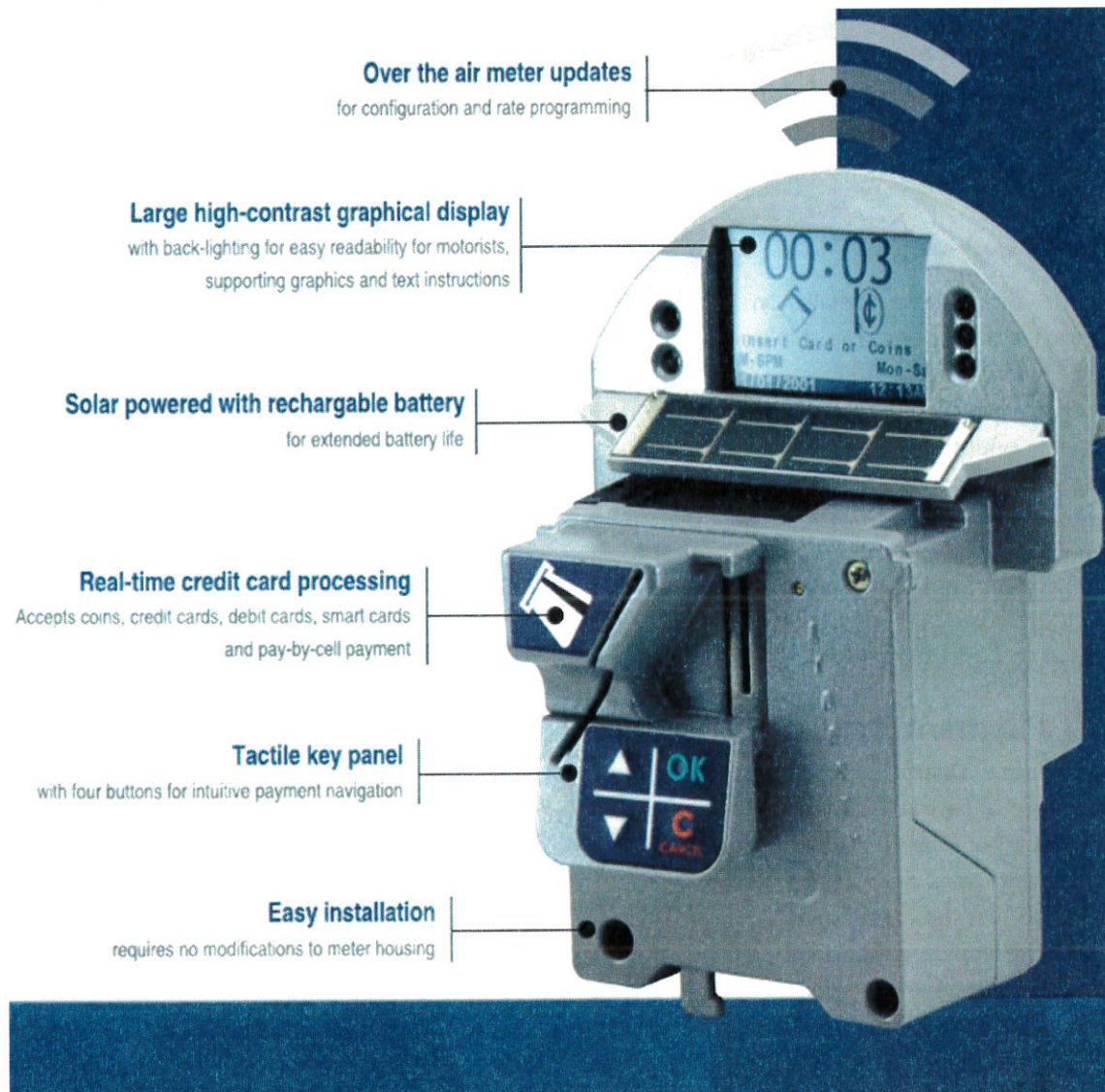


phone. Full two-way wireless GPRS communications, powerful closed loop audit reconciliation for all cash and e-commerce payments ensure that the Liberty is easy to maintain and support, with full transparency and traceability of all revenues.

No matter the payment option chosen by the motorist, completing the transaction is intuitive and hassle-free. Like a traditional meter, coin payment is made by inserting coin(s) until the time display matches the parking time desired by the motorist. The payment process follows the experience motorists have when using their credit card at a number of other machines. Remaining in control of their card at all times, the motorists simply inserts the card and removes it, adjusts the amount of time they would like to purchase using the ▼▲keys, and presses "OK" to confirm. The user also has the option to cancel ("C") the transaction at any time. Rates and times can be programmed remotely and onsite.



Liberty Features and Functions



The Liberty has been designed to be a highly functional, attractive meter mechanism that is easy to use and maintain.

4.1.2 Future EMV Capability

Banks that process credit card transactions have not yet formulated all requirements for EMV transactions. When the requirements are established, Duncan will become compliant. A simple swapping of the card reader will be necessary and our modular design will allow us to upgrade our customers for a minimal cost of approximately \$50 per meter.



4.1.3 Card Reader

The hybrid card reader assembly connects directly to the Printed Circuit Board (PCB) and has the ability to read both ISO standard magnetic stripe cards and ISO-7816 SMART cards. The mechanism can be configured to support all major credit and debit cards that your organization accepts.

Credit and debit card transactions will be authorized and processed in real-time to minimize fraudulent transactions attempted with declined cards or gift cards with insufficient funds. In the event that wireless communication with the server is temporarily unavailable, the mechanism can be configured to automatically accept credit and debit card payments and batch them until server communications are reestablished. Invalid credit and debit card transactions identified by the Parking Enterprise Manager application can be automatically blacklisted based on thresholds configured in the application.

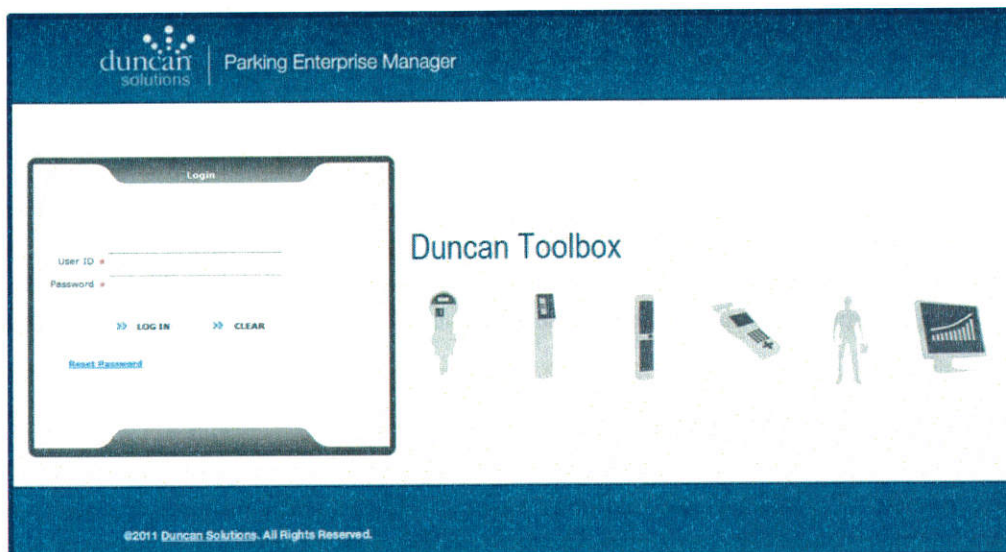
4.1.4 Wireless Communication

A key feature of the Liberty is the introduction of wireless, real-time communication to the single-space meter market. To facilitate the expanded payment options and enhance and simplify meter management, multiple communication protocols are provided. The most seamless integration occurs with the built-in GPRS modem, providing secure and power efficient GPRS wireless data connectivity and allowing meter events and motorist transactions to be transmitted in real-time to the PEM meter management system. From here, PEM data can be retrieved with Duncan's comprehensive solution platforms to deliver information quickly, reliably, and seamlessly to all of your parking operations. Pole-mounted sensors are also available for data collection and to further enhance the City's parking operation and increase revenue by cancelling unused time after a vehicle has left a parking spot.

While use of highly sophisticated tools like PEM helps to increase enforcement efficiency, it can have the unintended consequence of negative public perception by making enforcement personnel appear as if they are hovering to pounce on an expired meter. PEM can be programmed so that meters do not display as expired online until a City-defined grace period is up. The physical meter will flash expired as soon as the time is up.



PEM Access



Authorized users can access PEM through the web from any computer.

Enhanced accessibility is another feature of the Liberty meter. Not only is the keypad designed for intuitive function that requires minimal reading, the display can be programmed in a variety of languages.

Pay by cell technology can afford the motorist another level of payment option and convenience. Not only would the system have the ability to send a text message to the motorist reminding of an upcoming expiration, the motorist could also add more time to the meter (to the maximum amount of time allowed) without needing to return to the meter.

Quicker transaction times reduce motorist frustration while playing a part in increased parking turnover. Average transaction times on the Liberty are completed in less than 15 seconds, allowing the motorist to continue on to their destination without delay—especially valuable in inclement weather.

With all rate information displayed on the LCD screen, the Liberty allows rate flexibility and adjustments to be made without the need to update signage. Rates can be programmed remotely or through the Datakey system. The Liberty can be programmed to “check in” with the server using City-defined intervals, giving the City the flexibility to manage upload delay against the power consumption of more, or less, frequent check-ins.

To facilitate the expanded payment options and enhance and simplify meter management, multiple communication protocols are provided. The most seamless integration occurs with the built-in GPRS or CDMA modems, providing secure and power efficient GPRS wireless data connectivity and allowing meter events and motorist transactions to be transmitted in real-time to the PEM meter



management system. We look forward to discussing the City's needs and providing the appropriate technology to meet those needs.

4.1.5 Power

The Liberty features two integrated solar panels that lie on the front and the back of the mechanism, and fit securely inside the meter housing to protect them from both the elements and vandals seeking to deactivate the meters. Fully secure under the meter dome, these solar panels allow maximum power absorption throughout the day. Easily replaceable without the use of tools, the mechanism retains full data during battery removal or exchange.

Battery Life is Critical

During our trial with the City, the batteries didn't have enough power and the City needs all of their transaction uploaded in real-time. So we redesigned our batteries, and then redesigned them again. Our current battery (number 3 in the picture following) solution that's never been delivered to Hollywood will consist of a 100% rechargeable battery. This will allow the City to leave the meters on full-time.

When the battery gets low, it does not have to be tossed. We'll supply the City with a backup inventory of batteries to swap in. The low battery can be brought back to the office to be hard charged. The batteries can be fully recharged hundreds of times—effectively eliminating the need to purchase replacement batteries for years.

Evolution of the Liberty Battery Pack



We have designed, redesigned, and perfected our battery system to ensure it meets the needs of Laredo.



4.1.6 Alarm Warnings

The Liberty can send a variety of alarms to alert City staff of the need for service or maintenance. This functionality serves as a significant money-saver in two ways: it reduces meter downtime by allowing prompt maintenance and reduces staff time spent making the rounds for unnecessary collections or repair. Such alarms, including a full coin vault, a jammed coin acceptor or card reader, or a low battery, can be sent in real time directly to relevant staff via email or text message, or displayed on an automatically generated report. A list of alarm warnings, descriptions and reports can be found below. An alarm reports to the meter management system when batteries need to be replaced, allowing the City to maintain meter uptime.

Single-space Meter PEM Reporting Capabilities		
Report	Availability	Description
Alarms		
Alarm Conditions	✓	Alarms are immediately signaled, showing the time of occurrence and the SSM machine number
Low Battery	✓	Low battery or has experienced battery failure
Coin Jam	✓	Coin jam
Card Jam	✓	Card jam
Coin Vault Full	✓	Coin vault almost full or is full
Tampering	✓	Tampering
Alarm Record	✓	Record of alarms maintained, including transmission of any repeated messages that may indicate possible problems with the system
Alarm Distribution	✓	Alarms may be sent as text messages or email to cell phone of field staff to alert for items such as low receipts, meter malfunction, full coin box, etc.



Single-space Meter PEM Reporting Capabilities

Report	Availability	Description
Abnormal Status Conditions	✓	<p>Abnormal status conditions available on the PEM as a visual alarm on the monitor, continuing to display until the abnormal condition is corrected. The alarm can be acknowledged and turned off at any workstation designated by Hollywood that is connected to the PEM, without the necessity of being acknowledged at every work station. The system records the abnormal status and acknowledgement by time, workstation and operator.</p> <p>Audible alarms with flashing displays are not currently supported by the PEM. These extra prompts tend to annoy staff, who may in turn be tempted to turn off the alarm before the issue is appropriately handled. Abnormal status conditions are instead relayed to Hollywood staff through email, text message, or automatically triggered reports.</p>
Maintenance	✓	<p>Monitors frequency of operational error to assist the operator to identify maintenance actions to prevent later failure</p>
Electrical Circuits	✓	<p>Monitors electrical circuits and frequency of operational error to assist the operator to identify maintenance action that would prevent later failure</p>

4.1.7 Meter Dome

The Liberty fits into current meter housings, with no modifications to the dome. That means the City continues to benefit from the security offered by their current housings with less disruption to the streetscape. In some cases, our clients have chosen to paint the top cap strap and/or subassembly to differentiate credit card meters, or replace the Lexan dome if current inventory is aged or scratched. The retention of existing domes also provides for fewer seems, helping to protect the meter mechanism from the environment. The Liberty fits into POM, MacKay and Duncan housings.

4.2 Operation and Rates – Rate Structure

With the Liberty, there is no need to update costly signage when the City needs to change the parking rate, because the rates are displayed right on the meter screen. Remote programming of parking rates ensures seamless updates without the time consuming task of travelling meter to meter.



Fixed Rate

The meters can be programmed for a fixed rate, to provide the same rate for a specified number of hours for each day. For example, the City can choose an hourly rate to be in effect from 8am to 6pm Monday through Saturday, with no charge on Sundays. On Sundays, the meter can display a message and be programmed to not accept payment, ensuring motorists don't accidentally pay for "free" parking. Holidays can also be programmed similarly.

Liberty Informational Display



The display on the Liberty is a high-contrast LCD screen that produces crystal clear images while using minimal power. Rates are displayed on the meter screen and can be changed.

Multiple-Rates

The meters can also handle multiple rates throughout the day. During certain hours, the City may wish to enforce Tow-Away or No Parking times, for example, to reduce congestion during rush hour. Alternatively, "Free Parking" times may encourage commerce during typically slow business hours.

In addition to multiple rates throughout the day, the meters can be programmed for complex rate structures. In this scenario, the cost of each hour of parking can be adjusted based on the number of hours purchased. For example, the first hour may be free, the second hour cost only 50 cents, and the third hour be paid at a higher premium such as a dollar. This could work to discourage motorists from staying longer, effectively creating parking turnover.

Pre-Pay

There is no annoyance such as parking in a space before enforceable hours, and having to choose between paying for "free" time or having to return to the meter to start payment on time. For that reason, Duncan has designed our meters to allow motorists to "pre-pay" for their time. This also allows them to stay for the maximum stay period starting at the enforceable hours.

Tow-Away

A tow-away time gives the City added control over its parking program. Tow-away times can clear the streets to provide an extra lane of traffic during rush hour, or make sure the City has the ability to complete important maintenance such as street cleaning. Not only can the meters be programmed to display "Tow-away" or "No Parking" during such times, they can be programmed to also not accept payment during that time. As a further convenience, the meters can be programmed to allow a motorist to pay only up to the tow-away time, ensuring they are not paying for parking they can't use and thereby ensuring they are not misled into thinking it is okay to park for that long.



Event Parking

Between sporting events, music, and other cultural happenings, Hollywood needs to be able to ensure special parking for special events. For example, on performance night, a special flat rate could extend from 6pm until the performance is over, allowing the City to collect additional revenue while providing motorists parking without the worry of the meter expiring.

Rate Display

Liberty meter mechanisms can display the hourly parking rate, maximum stay, and customized messages as the City deems fit. Additionally, the Liberty can display custom graphics. With the rates displayed on the screen instead of on a rate plate or decal, the City has more flexibility in controlling and managing parking rates.

Changing the Rates

Remote management of the meter rates saves significant time—there is no need to go from meter to meter updating rates. Through the meter management systems, rate changes can be updated with the features as described in the above sections.

Ability to Add Time

The pay by cell feature provides additional capabilities beyond just another payment option. Depending on the vendor that the City chooses to integrate with, expiry time may be “pushed” to the meter and motorists may receive notification when their time is about to expire or add additional time without needing to return to the meter. This convenience is powerful enough to induce motorists to pay a higher rate upon notification; some municipalities even choose to increase parking rates during the time renewal. Because the motorist pays the small per transaction fee, pay by cell technology is a great way to provide an alternative payment option and convenience at no additional cost to the City.

4.3 Graphical Display

With a high resolution and a high contrast graphical front display, the Liberty supports custom graphics and text in any location on the screen—unlike character-driven displays. This highly customizable display eliminates the need for rate plates, allowing the City to change parking rates without creating all new signage. Notification symbols such as “Out of Order” and “No Parking” allow clear communication of these messages with the user. Ultra-low power consumption from the LCD panel is further supported by an LED backlight that can be programmed to power down when not in use. When in use, the LED backlight provides ample lighting at night, and can be programmable for the time of day, duration that it remains on, and can be activated when a coin or card is inserted.

Designed to operate in any condition, the display is unaffected by frigid or scorching temperatures. The screen is protected against the sun’s harsh rays and repels fog. Should there be a jam in the coin chute, the meter can revert to a “Card Only” mode; an inoperable card slot can similarly produce a “Coin Only” mode.



For accessibility and visibility by users of various heights and abilities, Duncan has designed the Liberty to be completely ADA-compliant without costly and time consuming pole cutting.

Instead of requiring the user to adjust the LCD contrast, the Liberty display utilizes a display that automatically adjusts contrast for maximum visibility.

Just as important as the front display is the rear display. A traditional segmented LCD has a 3 square-inch viewing area, allowing "Expired", "No Parking", and "Out of Order" messages to ring loud and clear to motorists and enforcement personnel alike.

Super bright LED lights are equipped on both sides of the Liberty, allowing nighttime enforcement that is visible from up to 85 feet away during periods of darkness. Green, yellow, and red LED's clearly indicate valid parking time, meter fault, and expired meter time, respectively.

Liberty Display



The Liberty display is crystal clear in a variety of lighting conditions, and is designed to provide all relevant information to help motorists be compliant with parking regulations.

4.3.1 LCD Display

The Liberty meter features a graphical liquid crystal display (LCD) which is capable of displaying metered time as HH:MM, negative time capability, parking rates and maximum stay period messages, current time of day, as well as other alpha-numeric messages with clearly visible numeric digits to enhance the display of hours and minutes.



4.3.2 Remote Programmability

Remote management of the meter rates saves significant time—there is no need to go from meter to meter updating rates. Through the meter management systems, rate changes can be updated with the features as described in the above sections. Rates can be programmed remotely or through the Datakey system.

Datakey

The Duncan Datakey provides a data management system that is an industry-first for simplicity and ease of use. Each chip, pre-loaded with specific instructions, is plugged into the side of the meter mechanism. Not only does this provide a backup in the event wireless communications are unavailable, it is a comprehensive inventory management tool that allows efficient transfer of data when replacing mechanisms, gives instruction for immediate functionality upon installation, and puts mechanisms into “sleep” mode to preserve power when in storage.

Duncan Datakey



Duncan's secure Datakey is an industry-first for data management made easy.

4.3.3 ADA Compliance

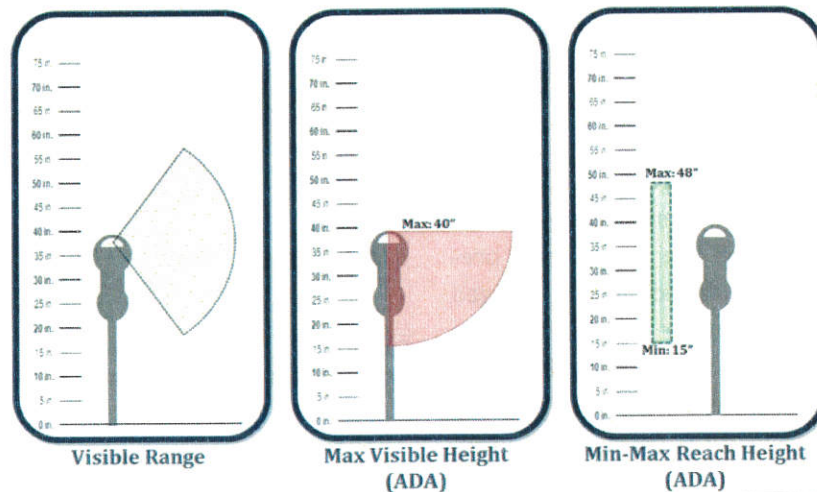
Significantly, the Liberty meter was designed to provide the best accessibility and visibility and meet ADA standards **without costly and time-consuming pole cutting**. There are three primary standards that affect single-space meters, including the visible range, maximum visible height, and the minimum and maximum reach height. Most traditional single-space meters on the streets today were installed to be well within the tolerances, increasing usability and visibility for both people with and without disabilities.

ADA Compatibility is therefore demonstrated when the meter meets all of these ranges. When the Liberty is installed in a meter housing that is already ADA-compatible, it retains the meter's original accessibility. Indeed, the benefit of this design is the tolerance for accessibility—with the Liberty, a meter pole can be installed with a tolerance of 20 inches and still maintain accessibility.



ADA Compliance Factors

ADA Compliance Factors



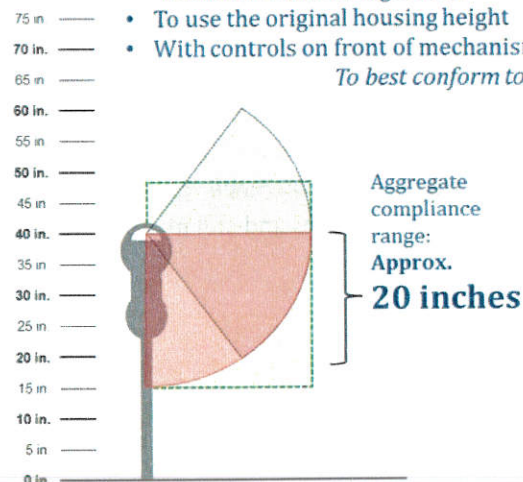
The factors that contribute to **ADA Compliance** for meters include the visible range, maximum visible height, and minimum-maximum reach height.

Liberty ADA Compatibility

The Liberty was designed

- With a forward-facing screen
- To use the original housing height
- With controls on front of mechanism

To best conform to ADA standards



The Liberty makes use of the form factor of traditional single-space meters to best comply with **ADA standards**.



4.3.4 Backlit

Liberty showcases an advanced “memory” LCD featuring a large, high resolution display that is backlit for maximum visibility during various degrees darkness that requires no adjustment by the City staff or due to external light conditions. With a pixel density comparable to many current smart phones on the market as well as an ink-like contrast, text and graphics are presented in clarity and smoothness with minimal power draw besting traditional LCD technologies found in other meters. This display can include current time of day, the fee paid, amount of time purchased, and the time on the meter. Additional information can include hourly rate, maximum parking time, current date, and hours of enforcement. This can all be remotely programmable via the PEM or uploaded using the Duncan Datakey. Additionally, the display back light is only enabled during a transaction to conserve battery power.

4.3.5 UV Resistance

Both the solar panels and the LCD screen are protected by a UV resistant, non-yellowing polycarbonate material.

4.3.6 Anti-Fog

We have found that the primary cause of fogging in a meter dome is the build-up of condensation caused by warmer weather. To combat this, Duncan has designed the latest iteration of its meter dome with vent holes to allow moisture to leave, thereby preventing fogging, while keeping the meter mechanism safe and visible.

4.3.7 Coin Jams

When the coin validator detects a jam, a signal is sent to the meter management system to distribute an alarm to City staff. This notification can be distributed via the management system, in an email, text message, or all of the above. The Liberty can send a variety of alarms to alert City staff of the need for service or maintenance. This functionality serves as a significant money-saver in two ways: it reduces meter downtime by allowing prompt maintenance and reduces staff time spent making the rounds for unnecessary collections or repair. Such alarms, including a full coin vault, a jammed coin acceptor or card reader, or a low battery, can be sent in real time directly to relevant staff via email or text message, or displayed on an automatically generated report.

If one payment method becomes unavailable, such as what would occur with a jammed coin chute, the Liberty display automatically displays a “Card Only” or “Coin Only” message. This function effectively reduces motorist frustration and maintains the revenue stream. Jams are quickly cleared without special tools or total meter disassembly.

4.4 Expiration Indication

A traditional segmented LCD has a 3 square-inch viewing area, allowing “Expired”, “No Parking”, and “Out of Order” messages to ring loud and clear to motorists and enforcement personnel alike.



4.4.1 LED Displays

Super bright LED lights are equipped on both sides of the Liberty, allowing nighttime enforcement that is visible from up to 85 feet away during periods of darkness. Green, yellow, and red LED's clearly indicate valid parking time, meter fault, and expired meter time, respectively. When legal parking time is displayed the LED flashes at approximately one-second intervals, further providing an easy enforcement signal, especially useful for people who are color blind.

The Liberty has the ability to remotely program expiration grace period, duration of flashing LEDs, and other LED operating parameters via PEM, the web-based management system.

4.5 Coin Validation

The simple design of the coin validation systems provide consistent functionality to be easily cleared in the case of a jam in the chute. Solid state components compose the free-fall coin chute that recognizes and gives time for both coins and custom metal tokens. The coins fall safely in a highly secure coin box. The Liberty can be programmed to accept up to 12 such coins and tokens, giving great flexibility for the City to determine which coin types they would like to accept. The Liberty coin validator is self-calibrating.

When invalid coins, such as washers or gaming tokens are inserted, they fall to the coin box with no time given. The meters keep count of the number of invalid items, helping the City track trends in potentially fraudulent behavior.

4.5.1 Coin Acceptance

The Liberty coin acceptor accepts up to 16 different types of coins and metal tokens, with infrared sensors that detect the entrance of non-metallic objects. This feature helps provide an extra layer of protection against vandals hoping to jam the coin acceptor. Additionally, it is weather proof and resists corrosion. Our meters are designed to provide flow-through of liquid to help keep it out of the meters.

Completely self-calibrating, the Liberty independently "learns" to distinguish between coin denominations. Hours of staff time are saved when the mechanism does not need to be manually re-taught the value and parameters of each coin upon reset. When the U.S. Mint issues new coins, all calibration data is sent to the Liberty remotely, eliminating the need for service staff to visit the meter.

Coin returns can be problematic in a single space parking meter, providing another element that can become jammed. By not having a coin return, the Liberty saves City staff time. If a motorist begins to deposit coins to discover they do not have enough to cover the desired parking time, they can add additional time with their credit card while maintaining the original time purchase.

4.5.2 Jam Detection

When the coin validator detects a jam, a signal is sent to the meter management system to distribute an alarm to City staff. This notification can be distributed via the management system, in an email,



text message, or all of the above. The Liberty can send a variety of alarms to alert City staff of the need for service or maintenance. This functionality serves as a significant money-saver in two ways: it reduces meter downtime by allowing prompt maintenance and reduces staff time spent making the rounds for unnecessary collections or repair. Such alarms, including a full coin vault, a jammed coin acceptor or card reader, or a low battery, can be sent in real time directly to relevant staff via email or text message, or displayed on an automatically generated report.

The coins fall safely in a highly secure coin box. The Liberty can be programmed to accept up to 16 such coins and tokens, giving great flexibility for the City to determine which coin types they would like to accept. The Liberty coin validator is self-calibrating. Jams are quickly cleared without special tools or total meter disassembly.

4.6 Power

Easily replaceable without the use of tools, the mechanism retains full data during battery removal or exchange. An alarm reports to the meter management system when batteries need to be replaced, allowing the City to maintain meter uptime.

Several power management options, such as powering down the backlit screen when the meter is not in use or disabling the enforcement LED lights on the sides of the display, allow the City to minimize power consumption.

4.6.1 Solar Power

The Liberty features two integrated solar panels that lie on the front and the back of the mechanism, and fit securely inside the meter housing to protect them from both the elements and vandals seeking to deactivate the meters. Fully secure under the meter dome, these solar panels allow maximum power absorption throughout the day.

4.6.2 Battery Backup

Rechargeable batteries and a backup battery fully operate the mechanism independently of the other. These are located in a battery compartment separate from the rest of the mechanism. Backup batteries provide ample, ongoing power during low light conditions. Life capability of the batteries is dependent upon several conditions, included climate, average daily sunlight, and meter use. When using power management functions and when installed in a solar-supported environment, batteries can last up to 3 years.

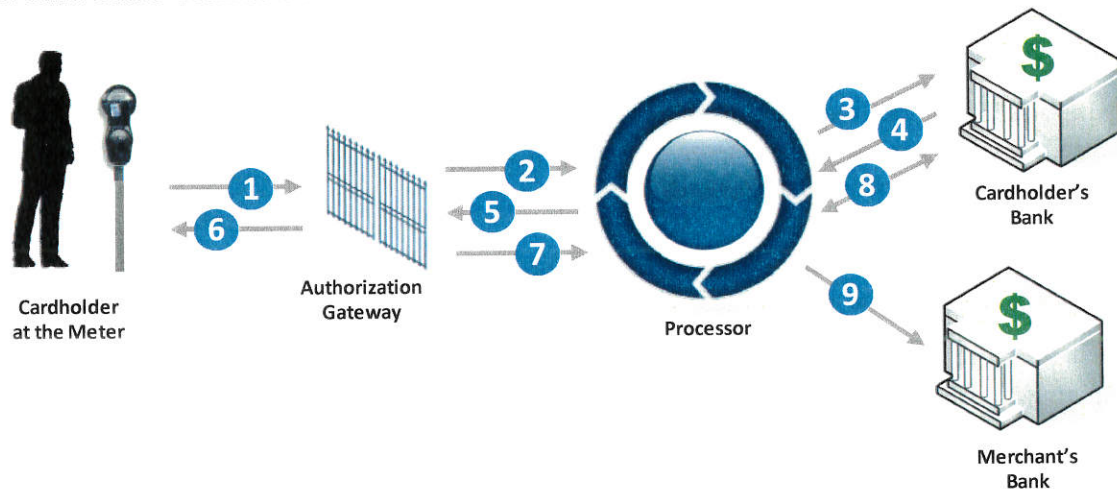
4.7 Credit Card Payment

The Liberty utilizes secure, on-line, real-time credit card authorization protocols. Within security guidelines, each proposed meter's management system also maintains a transaction history designed to support analysis, reconciliation, and customer service needs. However, due to Payment Card Industry (PCI) credit card security requirements, these systems do not store all credit card data, as this data could lead to potential vulnerabilities and liabilities if ever compromised or misused.



When integrating credit card transactions into a parking meter program, it is essential to know how the process works, what security measures are necessary to protect the information of the motorists using the meters, and the costs associated in integrating credit card transactions. Our process utilizes a real time transaction process that allows an immediate accept/decline status, avoids costly “charge backs” associated with declined transactions, and provides payment to the City typically at the closure of the current business day. The following provides an overview to the City about how we handle transactions, what security standards we follow, and how transaction fees are calculated and charged.

Credit Card Transaction Process



- 1 Cardholder elects a credit/debit transaction and swipes the card at the meter. The transaction information is sent to the gateway via secure VPN (Virtual Private Network).
- 2 The gateway sends the encrypted transaction information on to the processor for authorization or decline.
- 3 The processor sends the encrypted transaction information on to the credit card issuer (Member Bank) to obtain the authorization number or decline response.
- 4 The credit card issuer (Member Bank) then sends the authorization number or decline reason back to the processor.
- 5 The processor sends the returned information from the credit card issuer (Member Bank) back to the gateway.
- 6 The gateway transmits a confirmation that contains the transaction reference number, authorization number and total amount charged. If the transaction is declined on either system the cardholder is told that their transaction was declined and that we were unable to process their payment.



⑦At the end of the day, the gateway provider will batch together all transactions that were processed and send the batch to the processor for collection.

⑧The processor then sends out the transaction information to each individual credit card issuer (Member Bank) for all transactions in the batch and the credit card issuers (Member Banks) then fund the transactions back to the processor.

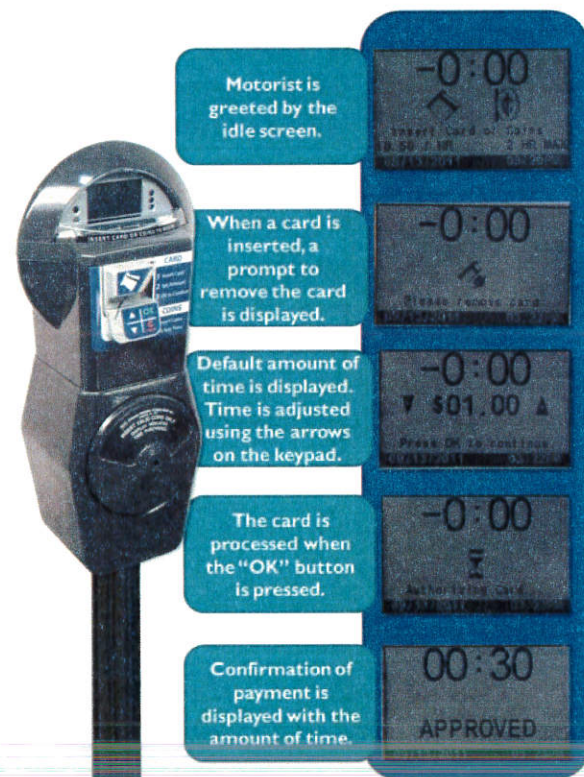
⑨After collection of all funds from each credit card issuer (Member Bank) is complete, typically at the end of that current business day, the processor then deposits the funds into the merchant's bank account.

Once the motorist submits the payment by pressing the "OK" button on the Liberty, this entire process typically takes less than 4 seconds to complete.

While credit card gateway services are a required feature of Duncan's proposal, the credit card processing services are optional for the City. Duncan has been able to secure preferred pricing for our clients from our partner organizations, however, the City is free to choose its own preferred processing service for this program. In addition, as the merchant of record for the meter program, the City is responsible for any merchant account fees from its member bank.

As has become typical of user-initiated credit card payments, the motorist inserts and withdrawals their payment card. Upon receiving the credit card information, the Liberty displays a default time and corresponding payment amount. This amount is defined by the City and can easily be reprogrammed. The time and payment amount can be adjusted by the motorist using the up and down arrows featured on the keypad. The use of a tactile keypad allows the user to "feel" the button's action, reducing repeat button strokes and motorist frustration. When the motorist reaches the amount they want, they merely need to press "OK" to complete the transaction and the Liberty displays the purchased time. If at any time the motorist decides to abort the transaction, they merely press "C" to cancel the transaction without penalty. The transaction can also be automatically cancelled without penalty if there is no action in a specified time period.

Credit Card Payment Process



A simple and intuitive design makes payment by credit card easy.



4.7.1 Hybrid Card Reader

The Liberty meter mechanism has a hybrid card reader that is compatible with all major credit cards, 16 types of coins and metal tokens, and City-administered “smart cards”, the Liberty allows an unprecedented number of payment options to motorists. Always in a highly secure environment, PEM can also integrate with a number of third party cell phone payment systems to add yet another convenience for the meter user.

The payment process follows the experience motorists have when using their credit card at a number of other machines. Remaining in control of their card at all times, the motorists simply inserts the card and removes it, adjusts the amount of time they would like to purchase using the ▼▲keys, and presses “OK” to confirm. The user also has the option to cancel (“C”) the transaction at any time.

4.7.2 Card Reader Integrated With Meter

Liberty’s credit card reader is integral to the mechanism’s design and does not require any additional modification to the meter housing to install.

4.7.3 Reliable Gateway Service

Duncan does use a secure and reliable gateway service to provide secure, encrypted credit and data transmission to the City’s merchant account provider. Full details can be found in proposal section 4.7.5, Gateway Vendor.

4.7.4 Data Transmission

Each of our proposed meter and meter system technologies have been assessed and certified as secure according to PCI’s Data Security Standards—the industry’s standard bearer for secure payment transactions. PCI-compliant processes govern every aspect of each credit card transaction, when the credit card is read at the card reader or when encrypted card information is transmitted directly to a PCI compliant transaction service provider/clearing house.

User Interface



The self-evident card reader provides an easy customer interface with the most stringent security standards available.



PCI Level 1 Compliance

Certificate of Compliance

Payment Card Industry Data Security Standard

This is to certify that Duncan Solutions DBA Duncan Parking Technologies has been assessed by SecurityMetrics, Inc. and were found to be compliant against the PCI Data Security Standards version 2.0, endorsed by Visa, MasterCard, American Express, and other leading card brands. A compliant Report On Compliance (ROC) has been issued by a Qualified Security Assessor (QSA) for the following:

Duncan Solutions DBA Duncan Parking Technologies

Report On Compliance: June 14, 2013

Last Clean Scan: May 8, 2013

Conditions of Issuing:

1. SecurityMetrics, Inc. has issued this certificate to indicate that the aforementioned company has been assessed against the requirements of the Payment Card Industry Data Security Standards (PCI DSS) validation methods and were found to be compliant to PCI DSS version 2.0 on the date of issue only; no other guarantees are given.
2. This certificate should not be used as an official verification of compliance. Those needing to verify compliance should review the Attestation of Compliance (AOC) and/or the ROC. Official inquiries should be directed to the organization being reviewed.
3. This certificate offers no guarantee or warranty to any third party that the company is invulnerable to attack or breaches in its security, and SecurityMetrics accordingly accepts no liability to any third party in the event of loss or damage of any description caused by any failure in or breach of customer security.


Brandon Benson - Security Analyst
CISSP, QSA, P2PE QSA

06/14/2013
Date

securityMETRICS

Duncan maintains the most stringent of security standards to protect motorist information

4.7.5 Gateway Vendor

Duncan offers a relationship with one of the highest quality and fairly priced secure gateway providers available. This provider, available through Duncan, is Merchant First. The subsidiary goes by the name Merchant Partners and its service is trade named Prismpay.



Merchant Internet Sign In

Sign in to Online Merchant Transactions Center

Account ID _____

User ID _____

Password _____

[Forgot your password?](#)

To access Online Merchant Transactions Center, you must first login. Please fill in the following fields and click Login.

©2013 Swift

The City will have access to the gateway vendor's website. Once the gateway account is completed, an email is generated with a link to the website, the City's account information, and a temporary password. From here, the City will have access to the reports and credit card payment statements.

Some of the offerings on the web site include:

- Set your preferred Daily Settlement Time for your credit card batches from the credit card Settlement Batches Menu. The Daily Settlement Time is the time that your credit card batches will be closed by the gateway and sent to your merchant bank.
- Create unique User IDs for each of your employees that will be logging in to the Online Merchant Transactions Center.
- Review the available services menu and choose to activate any additional services you may need.

Terms and Conditions for the Merchant First offering can be found in proposal Section 7, Attachments.

4.8 Wireless Data & Management System Capabilities

A key feature of the Liberty is the introduction of wireless, real-time communication to the single-space meter market.

4.8.1 Wireless Data Transmittal

To facilitate the expanded payment options and enhance and simplify meter management, multiple communication protocols are provided. The most seamless integration occurs with the built-in GPRS modem, providing secure and power-efficient GPRS wireless data connectivity and allowing meter events and motorist transactions to be transmitted in real-time to the PEM meter management



system. From here, PEM data can be retrieved with Duncan's comprehensive solution platforms to deliver information quickly, reliably, and seamlessly to all of your parking operations.

This wireless communication is used for payment card processing, coin transactions, updates to the operating features and rate configuration of the meter, as well as alarm notification. The wireless capability is integral to the meter mechanism design and does not require a secondary connection to a wireless device. This communication is also accomplished without any additional networking equipment that would need to be installed on City street poles or any other location, such as buildings, light poles or other portion of the cityscape.

The Liberty's modem is currently 2G, however an updated version featuring 3G/CDMA will be available after the first quarter of 2014.

4.8.2 Meter Software Update

As a hosted solution, the Parking Enterprise Manager, or PEM, is updated regularly and seamlessly by Duncan. No interface with individual meters is required. Any costs associated with software upgrades will be submitted to the City prior to implementation.

4.8.3 Meter Management System

The single-space meter Parking Enterprise Manager, or PEM, is a web-based application hosted by Duncan with robust reporting and equipment monitoring capabilities. Protecting the data stored and managed in the PEM is of absolute importance. The secure VPN connection is maintained throughout use, but disconnected after an administrator-defined period of inactivity. Passwords protect access to the PEM, though users can access the system with full functionality from any City device with an Internet connection.

A key feature of the Liberty is the introduction of wireless, real-time communication to the single-space meter market. To facilitate the expanded payment options and enhance and simplify meter management, multiple communication protocols are provided. The most seamless integration occurs with the built-in GPRS modem, providing secure and power efficient GPRS wireless data connectivity and allowing meter events and motorist transactions to be transmitted in real-time to the PEM meter management system. From here, PEM data can be retrieved with Duncan's comprehensive solution platforms to deliver information quickly, reliably, and seamlessly to all of your parking operations.



PEM Screen Shots



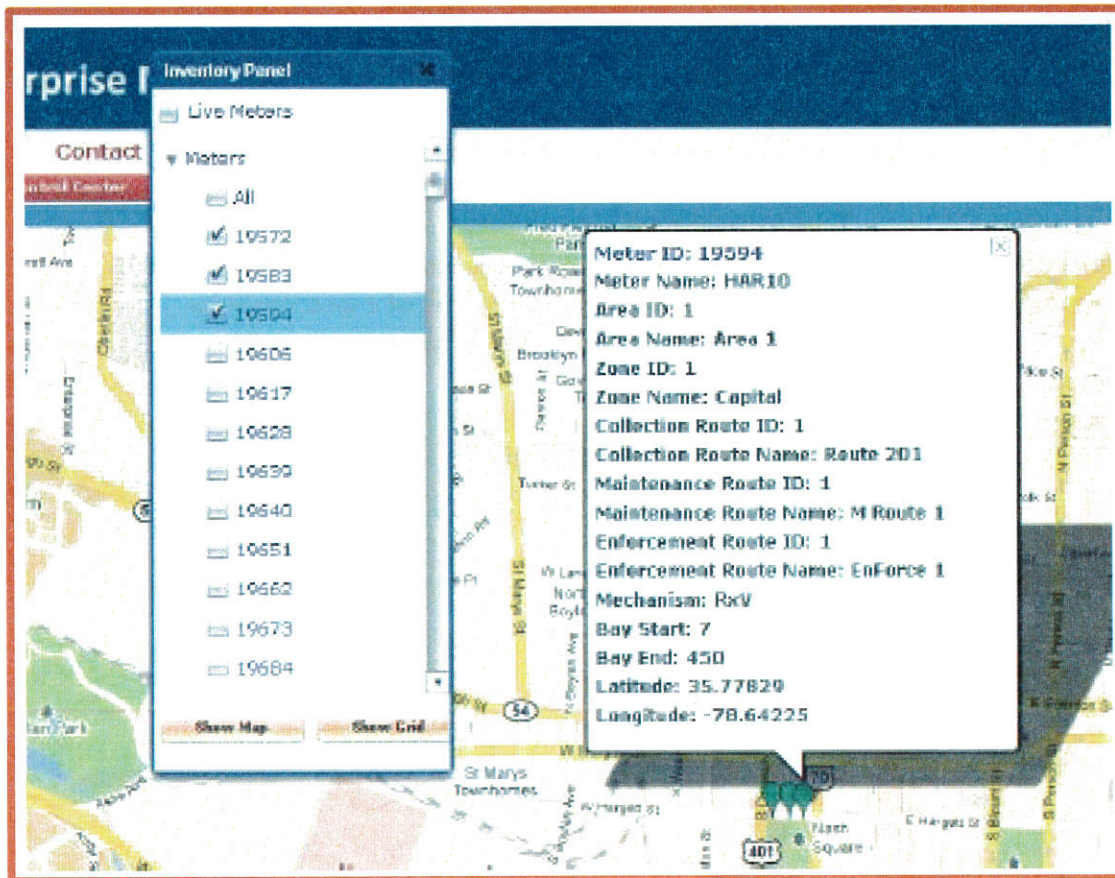
The web-based PEM can be accessed by an authorized user from any computer with access to the internet. Rich functionality promotes easy meter management.

Wireless communications via GPRS enable to Liberty to provide:

- Real-time credit card payment processing, not a disguised batch configuration
- Real-time pay-by-cell option
- Real-time alarm reporting

Real-time integration with PEM for:

- Inventory management
- Revenue management
- Maintenance management
- Meter compliance enforcement
- OTA (over-the-air) meter updates for configuration and rate programming
- Wireless integration with in-ground and curb-mounted vehicle sensors



Real-time communication, defined as the time it takes for data to travel between Duncan's Liberty single space and PEM allows management, supervisors, and operations access to a wealth of program information at their desktop or from an Internet-enabled portable device. When used in conjunction with a sensor, this information includes space occupancy and compliance information, allowing for extremely efficient enforcement operations.

PEM was developed around the following key areas of functionality:

PEM Functionality

Functional Area

Features

Real Time Meter Status Monitoring

Real-time reporting of meter status information including transactions, occupancy, etc.

Critical operational failure data or alarms are transmitted immediately upon failure occurring, and can be sent via SMS Text or email.

Meter Configuration Management

Remote updates to rates, rate structure, displayed message text, etc.



PEM Functionality

Functional Area

Features

Asset Maintenance

Online fault/alert reporting and routing
 Fault/alert categorization and histories
 Equipment operability and performance metrics
 Fault/revenue impact correlations.

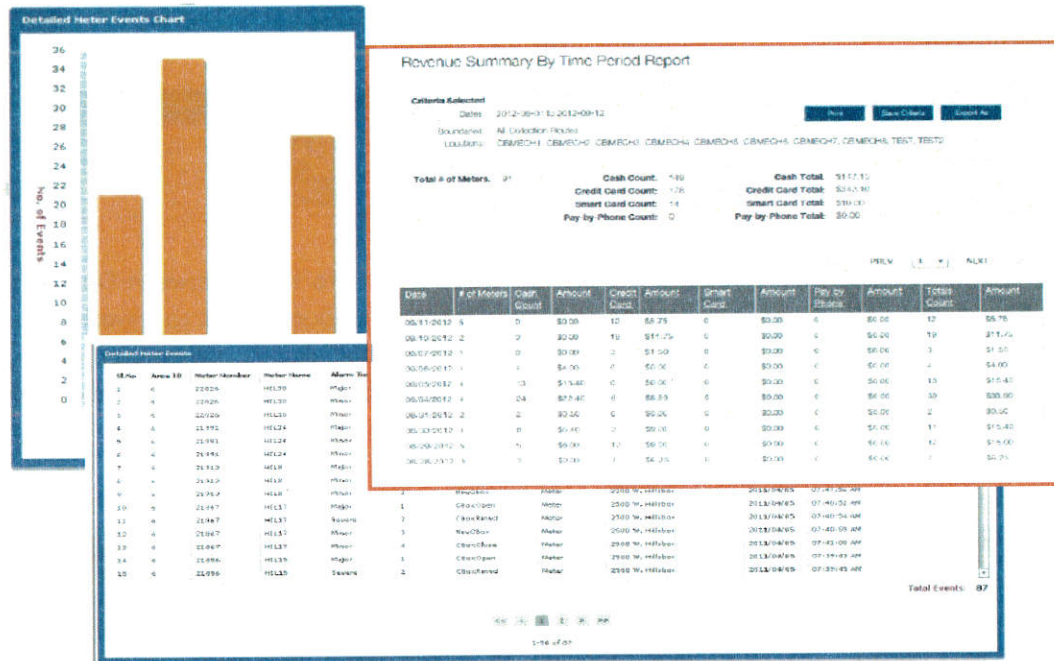
Performance Management

Maintenance services such as frequency of visit and time to repair fault
 Enforcement services such as number of inspections/visits
 Cash collection services such as frequency of collections.

Revenue Management

Revenue trend reporting
 Audit
 Payment method breakdowns
 Statistical reporting.

4.8.4 Reports





displayed on the producer's screen. Data from all reports can be exported to Excel software to create ad hoc reports.

For security purposes, the interval between password updates is flexible, and can be set at intervals as the city has specified.

Data is stored and made available indefinitely. Both historic and current data will be accessible in the same ways and data mining parameters can be set based on the needs of the City.

Single-space Meter PEM Reporting Capabilities		
Report	Availability	Description
General Reports		
Daily Report	✓	Provides a chronological listing of each transaction processed by single space meter (SSM) , used to audit information at the transaction record level
Daily Summary Report	✓	Provides a daily summary of all SSM reports including daily grand totals of all information from the SSM reports; an overview of the day's activity
Monthly Report	✓	Summarizes SSM activity by month including all of the features listed in the Daily Summary Report, to be used for adding, performance evaluation, auditing, and statistical information
Parking Value/Type Report	✓	Provides stratification based upon the value of transactions processed by payment type, with breakdowns for each rate structure; used for revenue analysis, rate analysis, management planning, and statistical information
Sort by Field Report	✓	Allows the user to sort report data by various data fields such as time, type of payment, amount of payment, SSM, etc.
Individual/Summary Reports	✓	Reports generated for individual SSMs as well as summary reports for all SSMs within the system or individual groups
Revenue Reports		
Total Revenue	✓	Total revenue from all transactions
Revenue from Coin	✓	Revenue from coin purchases of parking time
Revenue from Credit/Debit Sales	✓	Revenue from credit and debit card sales
Activity Reports		

**Single-space Meter PEM Reporting Capabilities**

Report	Availability	Description
Usage by Time of Day		Usage by time of day—this report is currently in development and should be available to San Diego shortly after implementation
Usage by SSM	✓	Usage by SSM machine/identification number
Usage by Payment Type/Amount	✓	Usage by payment type and/or amount
Length of Stay	✓	Length of stay reports; please note, a truly accurate length of stay report is only available when sensors are integrated in the parking program. Without sensors, this report displays how much time was purchased.
Collection Reports	✓	Provides the amount collected in coins with non-resettable coin totals and the date and time of the previous collection.

Ad-Hoc Report Generator

Trigger Reports	✓	Duncan can provide reports based on define event or database triggers
Database Access by Web Browser	✓	Database can be accessed through a web browser.
Data Export	✓	Data can be exported to the latest edition of Microsoft Excel and Access

Alarms

Alarm Conditions	✓	Alarms are immediately signaled, showing the time of occurrence and the SSM machine number
Low Battery	✓	Low battery or has experienced battery failure
Coin Jam	✓	Coin jam
Card Jam	✓	Card jam
Coin Vault Full	✓	Coin vault almost full or is full
Tampering	✓	Tampering
Alarm Record	✓	Record of alarms maintained, including transmission of any repeated messages that may indicate possible problems with the system



Single-space Meter PEM Reporting Capabilities

Report	Availability	Description
Alarm Distribution	✓	Alarms may be sent as text messages to cell phone of field staff to alert for items such as low receipts, meter malfunction, full coin box, etc.
Abnormal Status Conditions		<p>Abnormal status conditions available on the PEM as a visual alarm on the monitor, continuing to display until the abnormal condition is corrected. The alarm can be acknowledged and turned off at any workstation designated by San Diego that is connected to the PEM, without the necessity of being acknowledged at every work station. The system records the abnormal status and acknowledgement by time, workstation and operator.</p> <p>Audible alarms with flashing displays are not currently supported by the PEM. These extra prompts tend to annoy staff, who may in turn be tempted to turn off the alarm before the issue is appropriately handled. Abnormal status conditions are instead relayed to San Diego staff through email, text message, or automatically triggered reports.</p>
Maintenance	✓	Monitors frequency of operational error to assist the operator to identify maintenance actions to prevent later failure
Electrical Circuits	✓	Monitors electrical circuits and frequency of operational error to assist the operator to identify maintenance action that would prevent later failure

Help Materials and Manuals

Help materials and User Manuals are available on-line. Duncan provides a wide variety of installation, training and ongoing support manuals describing products, use, and ongoing support procedures. These manuals are written in English and typically provided in both hard copy and soft copy to the City as a part of training and implementation.

In addition to providing installation and support manuals, Duncan's online information systems include built-in Help features that offer online, as-needed support for information system and handheld device users. Duncan also provides a toll-free number with access to a Help Desk for ongoing program assistance during the active contract and warranty support period. Duncan also provides the City with access to an on-line help and support center, ensuring that the latest product and support documentation is always available.

Samples of many reports available to the City can be found in proposal section 7, Attachments.



4.9.1 Additional Desired Features

A variety of meter maintenance cards complement the Liberty to provide numerous methods to accomplish tasks such as accessing meter diagnostics, providing audit trails for cash collection, zeroing out time, and adding time to the meter in the case of an maintenance event. We have included a list of available cards and cost of each in proposal Section 5, Fee Statement.

4.9.1.1 Diagnostics Card

Duncan will comply by providing a diagnostics card that does not require opening the meter housing, and will provide specific information relating to the current meter operating status.

4.9.1.2 Coin Collection Card

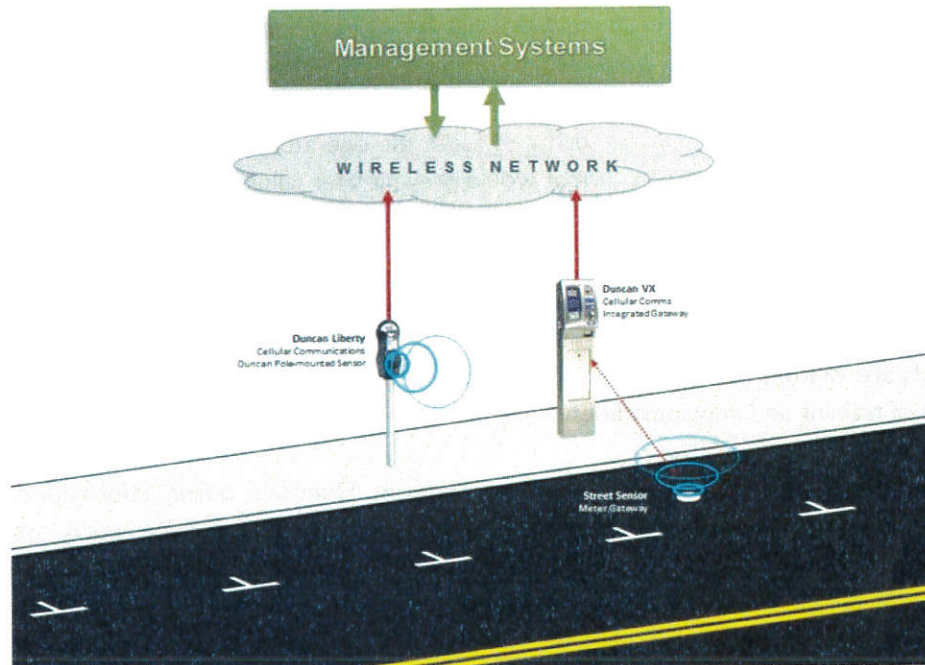
Duncan will comply by providing a coin collection card that, without opening the meter housing, will allow for the user to clear the coin box counter at the time of cash collection.

4.9.1.3 Meter Maintenance Card

Duncan will comply by providing a meter maintenance card that, without opening the meter housing, will allow the maintenance staff to put time on the meter to compensate a motorist in the event of meter maintenance activity.

4.9.1.4 Vehicle Sensors

Duncan's Vehicle Sensor Function



In this high-level illustration of vehicle sensor function, the sensor sends data to the PEM via wireless communication for enforcement and reporting purposes.



Vehicle sensors add an additional layer to a parking management program, propelling potential occupancy data into accurate, real time data with the ability to provide 98% accuracy within 30 seconds of a vehicle entering or leaving a space. With Duncan sensors, this accuracy is immune to such environmental factors as the temperature, passing or adjacent vehicles, or electromagnetic interference. Integrating sensors into the parking program leads to a number of advantages, including more effective program management, potential integration with apps to help people find a parking space, more efficient enforcement, and meter time reset when an individual vacates a parking space. A demonstration of our sensors can be viewed here:
<http://www.youtube.com/watch?v=VK3Oln5ivbw>.

Duncan Sensors—Features and Benefits	
Feature	Benefit
Zeros out meters Time left on the meter can be reset when the vehicle vacates the parking spot	<ul style="list-style-type: none">Increases revenues because motorists cannot use a the leftover time from a previous parking session
Prevents meter feeding Meter will not allow motorists to pay for more time when their time limit has been exceeded	<ul style="list-style-type: none">Encourages parking turnoverIncreases enforcement efficiency—the sensor does the work in enforcing time limits without chalking tires or other time-consuming methodsReminds motorist of their length of stay obligations, reducing the frustration of receiving a ticket because the motorist didn't realize they overstayed their time
Enforcement alerts Works with meter to provide both occupancy and paid time status	<ul style="list-style-type: none">Increase enforcement efficiency by directing parking enforcement officers
Supports “way finding” applications Give motorists access to apps that help them find available parking spaces	<ul style="list-style-type: none">Good customer service offering—increases program visibilityDecreases traffic congestion due to “circling”
More effective program management Data is more accurate; City administrators can see true occupancy trends	<ul style="list-style-type: none">Better planning for ideal time limits and parking pricesIncrease revenueIncrease parking efficiency—ensure parking is available when people need it
“Free Time” Option Allows the City to choose to offer motorists free parking time (for example, first 15 minutes are free)	<ul style="list-style-type: none">Good customer service offering—increases program visibilityPromotes turnover



Pole Mounted Vehicle Sensors



Our sensors are directly wired to the meter, sharing the same power and communications system.

The integrated sensor provides several advantages over roadway or curb-mounted sensors when used with single space meters. There is no coring or gluing required with the integrated sensor. The unit is easily installed onto existing meter poles or into meter housings—being the most cost-effective solution and allowing future access if the sensor ever needs to be replaced. The sensor works with the meter mechanism, drawing off of its power source and wireless communications network, and is integrated with meter payments to allow resetting of the meter if the City so chooses.

Our sensors are not limited to use with the Liberty. In addition to sensors that can operate without a meter (especially useful in areas such as no parking zones or near a fire hydrant).

Benefits of our sensors include:

- 99.7% overall accuracy of vehicle and motorcycle detection
- Reduced installation cost over subterranean sensors
- Greater life expectancy over subterranean sensors
- Sensors can be relocated—street closures, repaving, removing meters – when the sensor would be more beneficial somewhere else
- No ordinance changes required
- Work with traditional Duncan meters and can be integrated with multi-space meters

Accuracy in sensors is extremely important. Typical sensors utilize magnetic detection technology, which generally provides a 90% rate of accuracy, which is a 10% rate of inaccuracy. Duncan's sensor is not a magnetic sensor. We use radar sensing technology that is 99.7% accurate—a mere .03% rate of inaccuracy. But it's not just the rate of inaccuracy that counts, but the type of inaccuracy that



counts. Some cities have requested a 90% accuracy rate in their RFQ. We believe this is detrimental to the City's parking program—a 90% accuracy rate translates to a 10% failure rate which will lead to citizens being ticketed unfairly.

**Magnetic
Sensors
Provided by
Competitors
Such as IPA**

- 90% accuracy rate = **10% failure rate**
- Prone to false negative readings
- A false negative reading means that the sensor thinks a car isn't there when it really is.
- The effect: Remaining time is zeroed out and vehicles are ticketed unfairly.

**Duncan's
Sensors**

- 99.7% accuracy rate = .03% failure rate
- Prone to false positive readings
- A false positive reading means the sensor thinks a car is there when it really is not.
- The effect: Basically nothing. An enforcement officer may go to ticket a vehicle that's not there.

4.9.2 RFID Automation

Wireless communication enables the Liberty to communicate with the meter management software, the Parking Enterprise Manager (PEM) without the need to install costly and disruptive ancillary infrastructure. Everything the Liberty needs to process credit cards and report to the PEM is included in the mechanism without additional equipment being mounted on the existing meters or poles. In addition to comprehensive reporting and analytical capabilities, the Liberty features real time communication and an industry-first inventory management system through the Duncan Datakey. The advanced Datakey system operates independently of any additional infrastructure, such as RFID tags. The flexible system also allows for the movement of meter

The Liberty Datakey



Datakeys allow for easy uploading and retrieval of information, providing enhanced data security in the event the Liberty becomes damaged in the field.



mechanisms to other locations without reprogramming, unless desired by the City. The efficient Datakey system eliminates the need for expensive auxiliary systems and equipment, such as RFID tags. Key features include:

Datakey

The Duncan Liberty Datakey provides an inventory management system that is an industry first for simplicity and ease of use. Each chip, pre-loaded with specific instructions as described below, is plugged into the side of a Liberty meter mechanism. The Liberty automatically uploads the information and follows the instructions accordingly.

Startup

The startup Datakey provides instructions to be used when installing a Liberty mechanism for the first time. Programming information specific to the parking space corresponding to the Liberty mechanism being installed is automatically downloaded. If the need to swap mechanisms arises, simply remove the startup Datakey from the old mechanism and plug it into the new mechanism to preserve all of the audit data. This Datakey can also be configured to store meter rate programming to allow technicians to activate meters in low connectivity areas.

Recovery

Recovery Datakeys are used to retrieve batched transaction data from damaged Liberty mechanisms. This provides a backup to real time management and report data if the mechanism is damaged before transmission can occur. Like the other Datakeys, the recovery Datakey is designed for simplicity. The user need only plug in the Datakey, wait for the screen to display a prompt that it is safe to remove the device, and then plug it into a Datakey programmer/reader to recover the batched transaction information.

Inventory

When an inventory Datakey is plugged into a Liberty, the mechanism automatically powers down into a "sleep" mode, saving valuable battery energy while preserving device data. This simple solution can be a real cost-saver by preventing unnecessary battery drain, while signaling to the inventory system that the mechanism is in storage mode.

Programmer/Reader

The Datakey programmer/reader can be used for managing all of the above Datakeys including the ability to update the key type, space/meter number assignment, and location specific rate programming and meter configuration.

The Liberty can be programmed with simple or complex rate structures remotely via the meter manager **or** locally through the Duncan Datakey system. Duncan advises having Duncan staff program rate changes to ensure seamless transition to the new rates. Because the LCD display contains all required information, no physical signage changes are necessary.

The Liberty's data key can be tethered to the inside of the meter housing so that when the mechanism is removed, the data contained on the datakey remains with at the location.



4.10 Meter Dome

The Liberty can fit under the dome of all Duncan single space meters and most third-party meter housings, including the City's Mackay MKH4000 housings without modification to the dome and the dome cap, ensuring the quality will remain at the same level with the use of the City's existing housings, which will lock in place using same lock/key system in place today. A window provides clear view of the digital display and is made of polycarbonate, UV stabilized to resist yellowing and properly vented to prevent fogging.

4.11 Warranty and Support

Duncan strives to provide a comprehensive program for warranty and support for products delivered to our clients. We believe satisfaction is borne from the basic principles of delivering and sustaining a reliable solution with consistent results. As such, we have outlined a warranty program that we feel will meet or exceed the City's requirements.

4.11.1 Warranty Coverage

Base Product Warranty

Duncan Parking Technologies, Inc. (Duncan), a Duncan Solutions company, expressly warrants its parking meter products against defects in materials and/or workmanship for a period of twelve (12) months from date of installation or fourteen (14) months from date of delivery to the customer, whichever is sooner.

This includes electronic modules, replacement parts, and accessories covered by this limited warranty period, unless otherwise specifically identified by separate cover. This limited warranty is expressly limited to repair or replacement of the defective part or parts, at Duncan's option, upon return of such part(s) at the customer's cost to Duncan's National Repair Center.

This limited warranty applies to those parts or components determined to be defective in material or workmanship under normal use and service. Those parts determined to be abused, misused, incorrectly handled, improperly maintained, or vandalized are not covered by this warranty.

Use of imitation or non-genuine Duncan meter parts or unauthorized alterations in Duncan parking meters may void this limited warranty. Duncan's sole obligation and Buyer's sole and exclusive remedy against Duncan for breach of this limited warranty shall be for the repair or replacement of defective parts at Duncan's option upon return of the parts to the National Repair Center.

Parts Warranty

Unless otherwise governed by a specific contract or service agreement, Duncan Technologies warrants for a one (1) year period from the date of accepted delivery to provide repaired or replacement parts or modular components determined by Duncan Technologies to be defective or faulty in material or workmanship under normal use and service at no additional cost to the City. This warranty does not cover parts replacement required as a result of vandalism, 3rd party damage,



normal wear and tear, extreme environmental conditions, or other forms of non-material or non-workmanship.

Extended Maintenance Agreement

Duncan can provide an Extended maintenance agreement for a Minimum period of five years from the expiration date of the initial 1 year warranty to provide repaired or replacement parts or modular components determined by Duncan to be defective or faulty in material or workmanship under normal use and service at no additional cost to the City. This warranty does not cover parts replacement required as a result of vandalism, third party damage, normal wear and tear, extreme environmental conditions or other forms of non-material or non-workmanship.

Duncan strives to provide a comprehensive program for warranty and support for products delivered to our clients. We believe satisfaction is borne from the basic principles of delivering and sustaining a reliable solution with consistent results.

4.11.2 Technical Support

Duncan understands that comprehensive customer support is essential to the long-term success of this contract. Our support model begins before installation, in which our project manager will oversee installation and implementation to ensure the City's needs and goals are met. Full commissioning concludes when each meter and the meter management system pass an all-inclusive checklist. Additionally, Duncan provides a comprehensive training program to staff members at a convenient location determined by the City.

Once the system is accepted, our ongoing customer support model includes:

- A single number to call for all meter, handheld, and associated software needs
- Regular phone support available 24 hours a day 7 days a week
- User manuals and help document available in hard and soft copy
- Online support system for tracking and managing issues, including the generation and tracking for RMAs for parts and equipment returns

Duncan' Accessible Customer Service

24/7 Service Desk

Duncan Solutions
888.553.8622
Support@DuncanSolutions.com
DuncanSolutions.com



24/7 Service Desk

Technical Support
Product Repairs
Parts and Accessories
Warranty Questions



Duncan clients contacting its 24/7 Service Desk will reach a Duncan Associate who will listen to their request or concern and provide an immediate response.



Duncan utilizes a traditional 3-tier level support model:

Tier 1 - This is the initial service center support is responsible for basic customer issues. It is synonymous with first-line support. The first job of a Tier 1 specialist is to gather the customer's information and to determine the customer's issue by analyzing the symptoms and figuring out the underlying problem.

Tier 2 - This is a more in-depth technical support level and when onsite support is needed. Their responsibilities include onsite installations or replacements of various hardware components, software repair, diagnostic testing and finding a solution to the problem.

Tier 3 – If an issue is identified as a new issue or cannot be resolved at the Tier 1 or 2 levels it will be moved to Tier 3 support. At this point the sustainable engineering group will take over the management of the issue and identify the needed engineering resources to develop a solution for the issue.

Duncan employs ample staff to support 24/7 support coverage. Additionally, our support staff is cross-trained to provide redundant coverage to help cover absences or spikes in volume. Tier-2 and Tier-3 staff members also step in to assist with lower tier issues as necessary.



City of Hollywood

Request for Proposal for Credit Card Enabled Single-Space Meters

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5.0 Fee Statement

The Liberty is a best value purchase for the City—both up front and in the long run.

Implementing new technology involves a myriad of aspects to consider, with price being one of the most significant. Duncan understands the importance of the bottom line to a municipality, who is in charge of not only balancing tight budgets, but in being responsible stewards of tax payer dollars, as well. When purchasing a computer printer, for example, the inexpensive option upfront becomes a huge expense if the refill toner is costly.

In this same way, some vendors may charge less for meters, but make up for it with high monthly fees. Or keep these costs low while providing a lackluster warranty. Duncan evaluates all costs across the board and provides a responsible bid that represents the best value over the multi-year lifespan of the meters.

Duncan designs products and services that make managing a parking program easier. We keep in mind key factors like usability, reliability, and durability, while ensuring motorist acceptance. The enhanced management tools that come standard with our products further drives the ultimate value of the Liberty: a better parking program at a respectable price.

Credit Card Transaction Fees

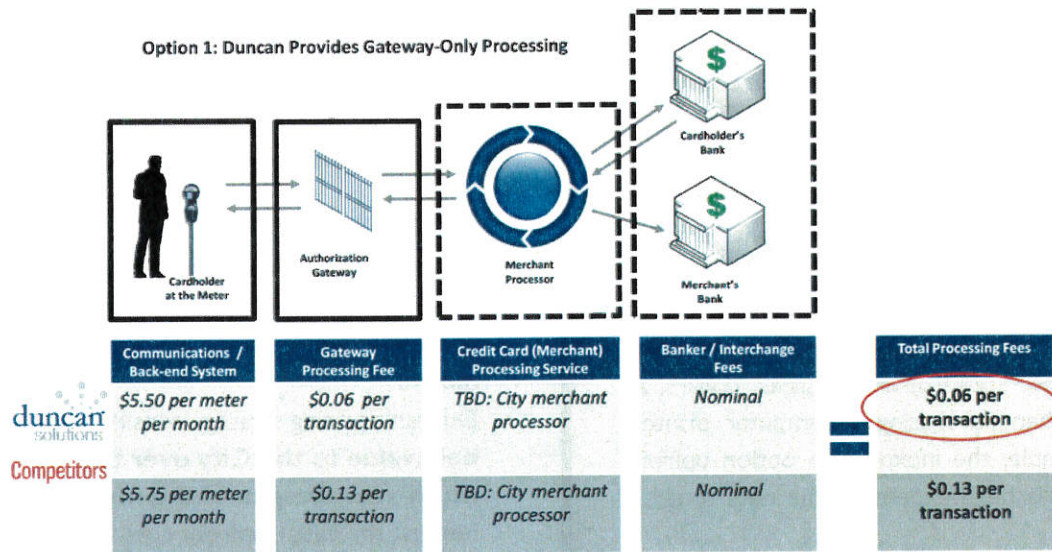
Duncan charges a low-cost fee for all credit card transactions to occur at a Liberty meter. For the layman, credit card processing fees can be confusing. Duncan endeavors to keep our costs as transparent as possible; in that spirit, we have included a visual summary of the types of recurring credit card fees, and the way that Duncan prices them in comparison to our competitors.

Highlights

- **Low per transaction credit card fee leads to significant savings** in processing fees over the life of the meters
- Duncan's pricing strategy considers the **best value to the City over the multi-year lifespan of the meters**, not just the initial, upfront cost
- The Liberty demonstrates a **total cost of ownership that is an industry low** for single-space meter mechanisms with credit card acceptance



Unraveling the Mystery of Credit Card Processing Fees: Option 1



Duncan's gateway-only transaction fees are considerably lower than our competitors. Please note, for this option, the City is responsible for securing merchant processing services through a third party.

Transaction Fees Count... A Lot

Duncan has arranged relationships with a number of gateway providers to offer our clients industry-low gateway fees. The Duncan gateway fee for the City is 6¢--competitors typically charge 13¢ for the gateway.

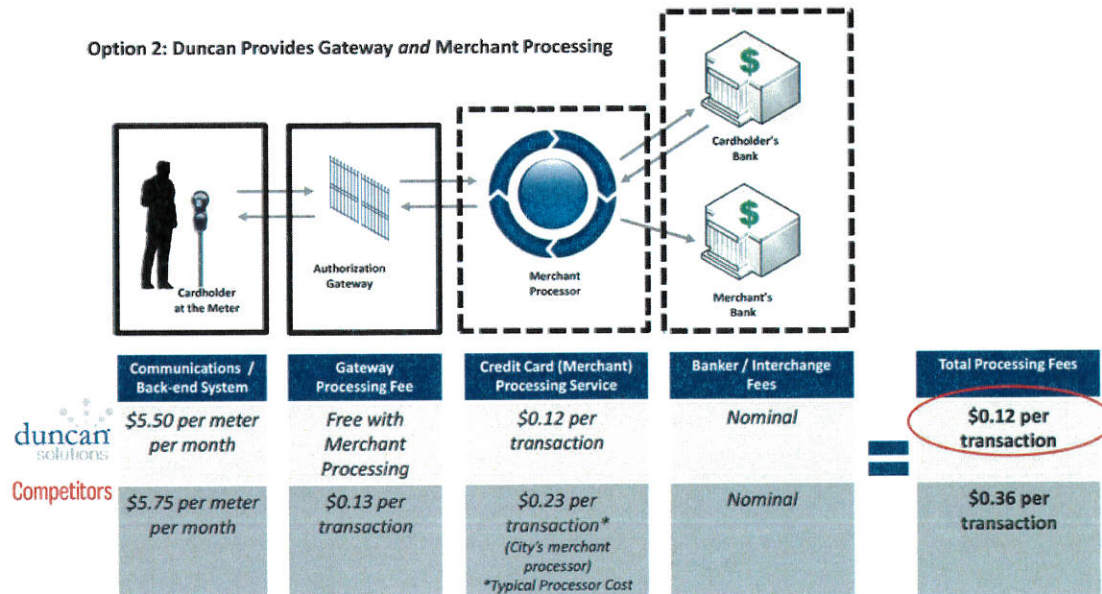
This may not look like a lot on an individual transaction level, but it adds up fast. The following table calculates per transaction costs based on the industry average of 3 transactions per meter per day of operation, or 90 transactions per meter per month for 200 meters. In addition to the price savings over the period of one month, we have extended this to demonstrate how these savings stack up over the typical lifespan of the meters.

Transaction Fees Comparison				
Gateway Fees, Per Transaction	1 Month	1 Year	5 Years	10 Years
Duncan's gateway a fee: .06¢	\$1,080.00	\$12,960.00	\$64,800.00	\$129,600.00
Typical gateway and processing fees with a competitor: 13¢	\$2,340.00	\$28,080.00	\$140,400.00	\$280,800.00
Savings with Duncan	\$1,260.00	\$15,120.00	\$75,600.00	\$151,200.00



These savings represent a minimum. Credit card transactions are likely to increase based on motorists adopting the new payment method, the addition of sensors to reset time, as well as any increases to enforcement rates or hours.

Unraveling the Mystery of Credit Card Processing Fees: Option 2



Duncan's gateway plus merchant processing transaction fees are also substantially lower than our competitors. We offer optional merchant processing services as a cost-effective alternative to our clients.

Additionally, the Duncan solution comes with an **optional** merchant fee of 12¢—**this includes the gateway fee at no additional cost**. This 12¢ per transaction fee for merchant and gateway offered through Duncan is an exceptional value. Merchant fees alone can cost 23¢ or higher—meaning a competitor solution with a 13¢ gateway fee could cost the City up to 36¢ per transaction.

Transaction Fees Comparison					
Gateway Fees, Per Transaction	1 Month	1 Year	5 Years	10 Years	
Duncan's gateway and procesing fee: .12¢	\$2,160.00	\$25,920.00	\$129,600.00	\$259,200.00	
Typical gateway and processing fees with a competitor: 36¢	\$6,480.00	\$77,760.00	\$388,800.00	\$777,600.00	
Savings with Duncan	\$4,320.00	\$51,840.00	\$259,200.00	\$518,400.00	



Optional Meter Maintenance Cards

Duncan offers a variety of meter maintenance cards. The City may determine appropriate order quantities of each type to suit its needs.

Meter Maintenance Cards	
Card Type	Cost (Each)
Technician Card	\$10.00
Collection Card	\$10.00
Time-Swipe Card	\$10.00

PROPOSAL SUBMISSION SHEET**CONTRACTOR NAME:** Duncan Parking Technologies, Inc.

Contractors are expected to provide a detailed cost summary. Every proposal response must include this Proposal Submission Sheet to facilitate proposal evaluation. This is a requirement that will not be waived.

Initial Setup Costs:

- Cost per meter: \$ 465.00 per Liberty / \$295.00 Per Sensor
- Installation Cost per meter: \$ 0.00 per Liberty / \$40.00 Per Sensor
- Shipping Cost per meter: \$ N/A (Included)
- Training Cost: \$ N/A (Included)

Webhosting Fees:

- Webhosting Cost per meter per month: \$ 9.75 per Liberty per Month / \$3.00 per Sensor per Month (all-inclusive, no additional add-on for credit card transactions)
- Webhosting Cost per meter per month: \$ 5.50 per Liberty per Month / \$3.00 per Sensor per Month (not all-inclusive, there would be an add-on for credit card transactions)
- Per credit card transaction cost: \$ 0.06 per Credit Card Gateway Fee (does not include Merchant Fee) (add-on cost for the **not** all-inclusive)
- What are the payment terms for webhosting fees? Net 30 Days

Other Costs:

- One year warranty included? Yes/No Circle one.
- Warranty Cost per meter for years 2-5 (assuming 1st year is included):
\$ 37.50 per Liberty per year / \$30.00 per Sensor per year
- Battery Warranty & Cost: \$ 0.00 For 5 Year Battery Warranty
- Battery Replacement Cost: \$ 35.00 Per Battery
- Provide breakdown of repair costs per meter. N/A Repair included as part of warranty.
- Costs associated with software upgrades: \$ N/A
- Other costs not listed: \$ N/A

***Include copies of any third party agreements (software, webhosting, credit card processing).

Duncan Liberty Single-Space Meter Quote



Prepared for: **Hollywood**
 Quote ID: **13 11 05 207a**
 Sales Rep: **Mark Berling**

Ship-to Region: **FL**
 Date Due: **11/12/2013**
 Expiry Date: **02/10/2014**

Product ID	Description	Unit Price	Qty	Extended Price
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1. Single Space Meters w/ Credit Card

SSM - LIBERTY	Duncan Liberty Single Space Electronic Mechanism w/ Credit Card Acceptance and Wireless Communication (Includes Project Management, Training, Installation and Shipping)	\$ 465.00	200	\$ 93,000.00
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Subtotal				\$ 93,000.00
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2. Optional Single Space Meters Sensor

SENS-SI	Duncan Si Vehicle Sensor: Pole mounted, integrated with Duncan Liberty Single Space meters. (Includes Project Management, Training, and Shipping - Installation Not Included)	\$ 295.00	200	\$ 59,000.00
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Subtotal				\$ 59,000.00
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3. Project Services

PM & TRAIN	Training Level 3 (1 days) Project Management/Setup 1 day onsite training: - 2 Hours Meter Maintenance - 2 Hours Using PEM - 4 Hours Hands On How to Commission and Install Meters		Flat Rate	Included
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INSTALL - SENS	Installation for Duncan Si Vehicle Sensor (Pole mounted, integrated with Duncan Liberty Single Space meters)	\$ 40.00	200	\$ 8,000.00
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Subtotal				\$ 8,000.00
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Grand Total:				\$ 160,000.00
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4. Monthly Recurring Services

Monthly Total

SSM - CC - WIRE	Monthly wireless PEM System fee per single space credit card meter (per meter/per month) - Does not include Credit Card Gateway Fees	\$ 5.50	200	\$ 1,100.00
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SENS-SI-WIRE	Monthly Wireless Fee for pole mounted Si Vehicle Sensor (per sensor/per month)	\$ 3.00	200	\$ 600.00
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Subtotal: Monthly Fees				\$ 1,700.00
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5. Credit Card Fees

OPT1 - CC - GTWY	Credit Card Gateway Fee (per transaction fee - required)			\$0.06 Per Credit Card Transaction
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6. Alternative Monthly Recurring Services

Monthly Total

SSM - CC - WIRE	Monthly wireless PEM System fee per single space credit card meter (per meter/per month) - Includes Credit Card Gateway Fees	\$ 9.75	200	\$ 1,950.00
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SENS-SI-WIRE	Monthly Wireless Fee for pole mounted Si Vehicle Sensor (per sensor/per month)	\$ 3.00	200	\$ 600.00
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Subtotal: Monthly Fees				\$ 2,550.00
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7. Optional Extended Maintenance (Year 2)

EXT-MAINT-LIB-2	Extended Maintenance and Support for year 2 for the Liberty Single Space Mechanisms. Batteries included. Price is per unit per year for years 2 through 5.	\$ 37.50	200	\$ 7,500.00
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EXT-MAINT-SENS-2	Extended Maintenance and Support for year 2 for the Liberty Single Space Vehicle Sensor Price is per unit per year for years 2 through 5.	\$ 30.00	200	\$ 6,000.00
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Subtotal				\$ 13,500.00
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Duncan Liberty Single-Space Meter Quote



Prepared for: **Hollywood**
Quote ID: **13 11 05 207a**
Sales Rep: **Mark Berling**

Ship-to Region: **FL**
Date Due: **11/12/2013**
Expiry Date: **02/10/2014**

Product ID	Description	Unit Price	Qty	Extended Price
8. Optional Recommended Spare Parts				
8880	Liberty Collection Card	\$ 10.00	2	\$ 20.00
8881	Liberty Technician Card	\$ 10.00	2	\$ 20.00
68801-005	Spare Coin Track	\$ 57.00	2	\$ 114.00
58789	Liberty Battery Replacement	\$ 35.00	2	\$ 70.00
2041-4	Spare Flat/Anti-Glare Dome	\$ 3.50	2	\$ 7.00
Subtotal				\$ 231.00

9. Additional Requirements

Sales Tax, if applicable, has not been included

Equipment is covered by a 1-year standard manufacturer's warranty.

Shipping Terms F.O.B. Origin. Freight Prepaid and Added to the Invoice. Freight included on quote.

Payment - All hardware, software and equipment payment due Net 30 upon delivery. Remaining balance due Net 30 upon project implementation and training.

Lead-time is negotiable

Customer will be invoiced monthly in advance for recurring wireless service fees.

Quotation subject to Duncan Solutions, Inc. Standard Terms and Conditions. Please see attached.

Please Send Purchase Order To:

Duncan Parking Technologies, Inc
Attn: Meigan Lindholm
5924 Balfour Court Suite 102
Carlsbad, CA 92008
Ph: (760) 688-1522 Fax: (760) 930-0843
mlindholm@duncansolutions.com

I hereby certify that the products and services referenced above have been requested and that by signing below I am confirming the order and agree to the terms and conditions presented in this proposal

Authorized Signature

Date

Print or Type Name

Print or Type Title

Bill To Address:

Phone Number

Ship To Address:

Duncan Parking Technologies, Inc. Standard Terms and Conditions
Revision 2012 05 21 100g

The terms and conditions contained herein (Terms) apply to the sale to any buyer (Buyer) of any products or services provided by Duncan Parking Technologies, Inc., a Delaware Corporation having a location at 633 West Wisconsin Avenue Suite 1600 Milwaukee, Wisconsin U.S.A. 53203, and any of its affiliates or subsidiaries (Seller). Buyer and Seller may be referred to herein individually as Party or collectively as Parties.

1. **AGREEMENT.** All sales are subject to, and expressly limited to, these Terms and any related order acknowledgement, quotation, specifications, releases, consignment, or other documents incorporated into these Terms by Seller. All different or additional terms or conditions proposed at any time in any form by Buyer are expressly rejected. The Parties agree that these Terms, and any relevant and mutually agreed purchase order, release, or quotation is incorporated herein; in total the Agreement. The Agreement constitutes the entire understanding between the Buyer and Seller regarding the products and services. Any change(s) to the Terms or the Agreement must be in writing and signed by duly authorized representatives of the Parties.

2. **ORDERS AND ACCEPTANCE.** Pricing and conditions of sale are stated on Seller's valid quotation or other estimate. All orders by Buyer must be placed by: (a) Buyer purchase order specifically referencing a valid Seller quotation or estimate number, or (b) Buyer execution and return to Seller of Seller's valid quotation, or (c) other acknowledgement and acceptance of Seller's quotation and these Terms by Buyer, in a form acceptable to Seller. Buyer agrees that all invoices will be paid in full in accordance with the Agreement. Buyer agrees that inspection of products or services shall occur within three (3) business days of delivery of products or services and that any notification of non-acceptance for any reason shall be made by Buyer to Seller in writing within five (5) business days of delivery of products or services. Notwithstanding any other term or condition herein, Buyer agrees that final acceptance of products or services occurs immediately upon use of such product or service or on the sixth (6th) business day after receipt of such goods or services, whichever occurs first.

3. **SPECIFICATIONS.** All specifications, descriptions, brochures, drawings, instructions, manuals or other information applicable to products or services hereunder are provided 'as is' and are subject to change at any time at the sole discretion of Seller.

4. **INVOICES AND PAYMENT.** Provided Seller has granted approval for credit to Seller and such approval has not been suspended or revoked, payment is due net thirty (30) days from date of invoice unless otherwise specified by Seller in quotation. Seller reserves the right to assess late fees on overdue payments at a rate of 1 1/2% per month on the outstanding balance or the maximum rate allowed by law. Seller reserves the right to change payment terms, credit status or to withhold shipment at any time if, in Seller's sole opinion, Buyer's financial condition has changed or is at risk or Seller's relationship with Buyer warrants such change. All payments by Buyer to Seller shall be in U.S. dollars. If Buyer has arranged third party financing where payment is issued to Seller by a party other than Buyer, payment in full is due immediately upon Seller invoice.

5. **SHIPPING AND DELIVERY.** Delivery dates are estimates based upon manufacturing capacities and normal shipping times at the time of estimate. Seller is not responsible for any delays or costs or expenses associated with delays in shipping or delivery. Shipping is Ex Works Seller's dock unless otherwise specified in the Agreement. Buyer bears all risk of damage or loss in transit.

6. **PRODUCT OR SERVICE CHANGES.** Seller reserves the right to make changes in products or services that do not adversely affect form, fit or function. Any change in price shall require approval by Buyer. All changes requested by Buyer in the process or design of products or services are subject to written approval by Seller and to reasonable changes in delivery and price at Seller's sole discretion. Cancellation charges will be assessed on orders or shipments rescheduled greater than eight (8) weeks later than original order or ship date.

7. **PRODUCT OR SERVICE LIMITED WARRANTY.** (a) Seller warrants that new, unused products are free from defects in material and workmanship for a period of twelve (12) calendar months from date of shipment. (b) Seller warrants that used or refurbished products are free from defects in material and workmanship for a period of ninety (90) calendar days from date of shipment. (c) Seller's liability is limited to repair, replacement or refund, at Seller's sole discretion, for any product determined by Seller to be defective under normal use, wear and maintenance. Products must be shipped at Buyer's expense and risk of loss to Seller's location within the warranty period and in compliance with current warranty requirements. (d) All warranty claims must be made in writing during the warranty period. (e) Seller, at its sole discretion, reserves the right to reject any claim it determines not covered by warranty. (f) Prior to Buyer's return of products or services, Buyer must obtain a 'return merchandise authorization' (RMA) in compliance with Seller's procedure. (g) Seller assumes no liability for results from the use of any products or services including risk or liability for damages resulting from the abuse, misuse, loss, extreme weather, environmental conditions, or improper use, including, but not limited to, damages resulting from unsuitability of any product for use with or in any unapproved product or assembly. **NO ADVICE OR RECOMMENDATION MADE OR GIVEN BY SELLER CONSTITUTES ANY ADDITIONAL OR DIFFERENT WARRANTY THAN EXPRESSLY STATED HEREIN. THIS LIMITED WARRANTY CONSTITUTES SELLER'S SOLE WARRANTY TO BUYER. SELLER MAKES NO OTHER WARRANTY OF ANY KIND, STATUTORY, EXPRESS OR IMPLIED, WRITTEN OR ORAL, AND EXPRESSLY DISCLAIMS ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, OR FREEDOM FROM PATENT INFRINGEMENT.**

8. **PATENTS - COPYRIGHTS-TRADEMARKS - PROPRIETARY RIGHTS.** If any product is manufactured or modified according to any request by Buyer or designs or processes specified by Buyer, Buyer hereby indemnifies and saves harmless Seller, its affiliates, officers, agents and employees, from any expenses, losses, attorney fees, costs, damages or other liability which may be incurred as a result of actual or alleged infringement of patent, copyright or trademark rights.

9. **LIMITATION OF LIABILITY.** Seller is not liable for any costs, expenses, losses, or damages of any kind including but not limited to special, incidental, consequential, indirect or direct, loss of profits or revenue, loss of use of any kind, replacement, loss of data, recreating data or substitute programs or any other costs.

EXCEPT AS OTHERWISE PROVIDED HEREIN, SELLER'S LIABILITY HEREUNDER IS LIMITED TO PRICE ACTUALLY PAID BY BUYER, LESS ANY DISCOUNTS, PROMOTIONS OR CREDITS APPLIED, FOR THE PRODUCTS OR SERVICES. IN NO EVENT SHALL SELLER BE LIABLE TO BUYER OR ANY OTHER ENTITY OR PERSON FOR ANY INCIDENTAL, CONSEQUENTIAL, PUNITIVE OR SPECIAL DAMAGES, LOSS OF PROFITS OR OTHER INCOME OR OTHER COSTS OR EXPENSES RESULTING FROM THE USE OF OR INABILITY TO USE THE PRODUCTS OR SERVICES COVERED HEREIN, WHETHER ARISING FROM BREACH OR WARRANTY, NEGLIGENCE, STRICT LIABILITY OF SELLER, OR OTHER LEGAL OR EQUITABLE THEORY. THIS SECTION DOES NOT LIMIT LIABILITY FOR BODILY INJURY OF A PERSON.

10. **SELLER'S REMEDIES.** (a) Seller may, at any time and in its sole discretion, delay or cancel shipment of products or discontinue services where: (i) If Buyer fails to fulfill the terms of payment for any shipment, or (ii) Seller determines that Buyer's ability to pay or meet other obligations under the Terms of the Agreement or any other agreement has changed, or (iii) should Seller at any time determine conditions do not warrant shipment based on the Terms, or (iv) Seller may demand cash or payment of satisfactory security with respect to all or part of the order, have the right to change the terms of payment, withdraw credit privileges, or defer or discontinue final shipment, or cancel the order pursuant to the provisions of Paragraph 11. Seller may also withhold shipments on any other order of Buyer upon failure to pay any order as due. (b) Should Seller find it necessary to obtain assistance in collecting any past due balance, Buyer agrees to pay all reasonable attorney fees, collection fees and/or court costs allowable by law. (c) Buyer hereby grants to Seller a security interest in all products or services purchased hereunder to secure payment of the full invoice price thereof, any late charges, and all expenditures by Seller for taxes, insurance, repairs and maintenance of the products or services purchased and all loss and expenses incurred by Seller in the collection of the foregoing sums. (d) If Buyer fails to make any payment as due, or if a receiver shall be appointed for Buyer, or if Buyer shall make an assignment for the benefit of creditors, or if a petition in bankruptcy shall be filed by or against Buyer, then Buyer is considered in material breach of the Agreement and Seller is entitled to all remedies and rights as a secured party under the Wisconsin Uniform Commercial Code. In addition, Seller may declare all amounts owing from Buyer immediately due and payable and may enter, without legal process, on the premises where the products or services are located and repossess the same, and thereafter hold the same absolutely free from all claims of Buyer. Buyer hereby waives all claims and rights of action for trespass or damages by reason of such entry, possession and removal. Seller may exercise all or any of the above remedies in addition to and not in lieu of any other remedy at law or equity to which Seller is otherwise entitled.

11. **PATENTS, TRADEMARKS, COPYRIGHTS, OWNERSHIP.** All intellectual property, including, but not limited to, patentable inventions, patentable plans, copyrightable works, mask works, trademarks, service marks and trade secrets invented, developed, created or discovered in the performance of the Agreement are the property of the Party that so invented, developed, created or discovered such intellectual property. For any non-hosted, stand-alone system, Buyer acknowledges and agrees that in the event Buyer elects to dispose of the system, or any portion thereof, in any way without the express written consent of Seller, the Agreement automatically and immediately terminates without notice. Firmware and software are proprietary products of Seller or third parties and are protected under United States copyright laws. Software provided for installation on personal computers or server systems may be copied for archival purposes only and may not be used on multiple central processing units (CPUs) concurrently than licensed. No license under any patents, copyrights, trademarks, mask works, trade secrets or other intellectual property of Seller is granted or implied unless expressly granted in writing by Seller.

12. **INDEMNIFICATION.** Each Party agrees to protect, defend, hold harmless and indemnify the other and any successors and assigns from and against any claims, damages, losses, and expenses arising out of any (a) actual or alleged infringement of any patent, trademark, copyright or unfair competition by reason of the manufacture, use or sale of any products or services under the Agreement, (b) actual or alleged death or injury to any person, damage to property or any other damage or loss suffered, (c) defect in products or services or breach of warranty, contract, or negligence. Notwithstanding anything in the Agreement, at its sole option Seller will defend or settle any action brought against Buyer to the extent the action is based on claims that Seller's product infringes any U.S. patent or U.S. copyright. Seller will pay damages and costs finally awarded against Buyer on such claim, provided however, that in lieu of such defense or payments, Seller may at its sole discretion (i) procure for Buyer the right to license or continue using infringing products, or (ii) replace or modify such products so that they become non-infringing, or (iii) refund to Buyer price actually paid by Buyer for infringing products less reasonable amount for use, wear, tear, damage, or obsolescence, or (iv) substitute reasonably suitable non-infringing product for the infringing product. Seller's obligations under this section are expressly conditioned upon Buyer's prompt written notification to Seller of existence or threat of such action, and Seller's sole control over defense and settlement of any action with all required assistance of Buyer. Where applicable state law disallows any or all of the foregoing indemnifications of Seller by Buyer, both Buyer and Seller hereby waive such indemnifications, only to the extent disallowed, as if such law were applicable to both Parties.

13. **FORCE MAJEURE.** Neither Party shall be responsible for any delay or failure in performance due to unforeseen circumstances or events beyond its reasonable control including but not limited to acts of God, war, terror, riot, embargoes, civil or military acts, fire, flood, storms, accidents, labor strikes, or shortages of food, fuel, energy, labor or materials. The non-performing Party shall make all reasonable efforts to notify the other as soon as possible of the circumstances and expected duration of non-performance.

14. **LICENSE, OWNERSHIP AND INTELLECTUAL PROPERTY.** No license under any patents, copyrights, trademarks, mask works, trade secrets or other intellectual property of Seller is granted to Buyer, or implied by the disclosure of any information hereunder except that Buyer shall have a non-exclusive, non-transferable, revocable license to use products and services provided by Seller. Products and services shall not be copied, reproduced, reverse engineered, shared, archived, published, licensed, misused, modified, or used for any purpose other than provided in the Agreement. **SELLER IS NOT RESPONSIBLE FOR INSTALLATION, REPAIR, MAINTENANCE OR ANY TYPE OF**

SUPPORT FOR MS WINDOWS OPERATING SYSTEMS, ORACLE DATA BASE SERVER SOFTWARE OR ANY OTHER THIRD PARTY SOFTWARE OR HARDWARE.

15. **DELAYS.** If a specific shipping date is not agreed in writing between the Parties, Seller is not liable for any loss or damages resulting from any actual or alleged delays.

16. **EXPERIMENTAL SALES OR PRODUCT/SERVICE EVALUATIONS.** In the event the products or services or any portion thereof furnished to Buyer are identified as "prototypes", "samples", "for approval", "on consignment", "for trial", "for evaluation", or similar terms, Buyer agrees that such material or information is subject to terms of separate agreement, is confidential, and Buyer is liable for any disclosure of such agreement, material or information other than to the minimum number its own employees required for evaluation.

17. **RETURNS.** Returned materials will not be accepted unless authorization has been given by Seller. Seller will provide Buyer with a return merchandise authorization (RMA) number. Authorized returns must be received at Seller's dock within thirty (30) days of the date RMA number was issued. RMA number must be marked on the outside of each package returned or return risks delay or refusal at Seller facility. Any repair, replacement or other accommodation to Buyer is made solely at Seller's discretion.

18. **CANCELLATION OR TERMINATION.** No order once accepted by Seller can be cancelled by Buyer without Seller's written consent and only upon payment to Seller of all related losses and expenses. Seller may cancel Buyer's order if (a) Buyer's payments are in default on this or any other order, or Buyer breaches any material provision of the Agreement or any other agreement between the Parties, (b) substantial changes occur in the availability of raw materials or components provided by third party vendors, (c) events beyond Seller's reasonable control make it impossible to assure shipment, (d) Buyer becomes insolvent or is the subject of the filing of a bankruptcy petition, or makes an assignment for the benefit of creditors or fails to pay its debts as they come due, (e) Seller has reasonable belief that Buyer is insolvent or will not pay in accordance with the terms herein.

19. **TAXES.** All applicable state and local taxes including, but not limited to, use, occupation, privilege, excise, rental and sales taxes shall be in addition to purchase price and shall be paid by Buyer to Seller or in lieu thereof Buyer shall provide Seller with a tax exemption certificate acceptable to all applicable taxing authorities. This obligation shall survive Buyer's payment.

20. **WAIVER.** The failure of either Party at any time to enforce or insist upon any obligation or right herein or to exercise any right under the Agreement shall not be construed as a waiver of any other right, obligation, terms or conditions nor of the future performance under the Agreement or the future exercise of any such rights.

21. **AGENCY AND THIRD PARTY RIGHTS.** Buyer and Seller are independent contracting Parties and nothing in the Agreement makes either Party the agent or legal representative of the other for any purpose whatsoever, nor does it grant either Party any authority to assume or to create any obligation on behalf of or in the name of the other. The Agreement does not create any relationship of agency, partnership or joint venture between the Parties. Nothing in the Agreement gives either Party the right to use any corporate names, trademarks or trade names of any other Party. The disclosure of confidential information, if any, does not constitute a representation, warranty, assurance, guaranty or inducement with respect to infringement of any rights of third parties.

22. **COMPLIANCE WITH LAWS.** Seller complies with the provisions of Executive Order 11246 dated September 24, 1965, as amended providing in part that employers will not discriminate against any employee or applicant for employment because race, color, religion, sex, or national origin; and, that employer will take affirmative action to ensure that Equal Employment Opportunity is implemented in employment, upgrading, promotion, or transfer; recruitment, layoff, termination, compensation or selection for training including apprenticeship. All other applicable provisions or language of the Rules and Regulations are incorporated herein by reference including the affirmative action clauses regarding disabled veterans and veterans of the Vietnam Era, and handicapped workers.

23. **GOVERNING LAW.** These Terms are governed by the laws of the State of Wisconsin, except where applicable state law disallows Buyer from being bound by the laws of the State of Wisconsin then the laws of the state of Buyer's physical location shall govern, however in any case without regard to any conflicts of laws principles and without regard to the U.N. Convention on Contracts for the International Sale of Goods.

24. **MISCELLANEOUS.** (a) Headings are for convenience of reference only and do not affect or limit the meaning of the provisions themselves. (b) Clerical errors are subject to correction without notification or Buyer acceptance of such changes. (c) No part of the Agreement or any cause of action or dispute arising under it may be assigned or subcontracted without the prior written approval of Seller. (d) Buyer may not set-off or reduce any amounts owed hereunder, or any indebtedness or any other claim Buyer or Buyer's affiliated or related companies may have against Seller, or its affiliated or related companies, under the Agreement or any other agreement(s) between the Buyer and Seller. (e) If any Term of the Agreement is found by a court of competent jurisdiction to be invalid or unenforceable under any statute, regulation, ordinance, executive order or other rule of law, such Term is deemed reformed or deleted, as the case may be, but only to the extent necessary to comply with such statute, regulation, ordinance, order or rule. All remaining provisions of the Agreement remain in full force and effect. In such case the Parties agree to replace the unenforceable or invalid Term with language that meets the original intent. (f) Any controversy arising from or relating to the Terms or the Agreement that cannot be settled by top management of the Parties shall be submitted to arbitration under the rules of the American Arbitration Association at the request of either Party. (g) Buyer is responsible for final disposal of product including all costs and compliance with laws related to such disposal. (h) Buyer shall comply with all applicable export regulations and requirements and shall not export or re-export, directly or indirectly, any technical data, process data, product data or other data to any country to which such export is restricted or prohibited by applicable law. (i) The Agreement is effective on the date Seller's quotation or estimate is executed by Buyer, or Buyer's purchase order or other order is accepted by Seller either in writing or through execution of work against such order. Any executed copy is deemed an original.



6.0 Project Schedule

Duncan has aided thousands of meter installations throughout the country, including setting up secure credit card processing for over 15 years. Throughout our experience, we have developed many best-practices around installation that allow for seamless implementation, including comprehensive training for City staff.

Duncan is prepared to work with the City to achieve its desired timeline. The timeline and subsequent installation and training are highly dependent on timely selection of desired options, completion of all contractual documents, expedited completion and approval of system configuration documents, and availability of City staff.

Each stage of the program will be documented in a Detailed Implementation Plan which includes a Master Project Chart governing the project. The plan establishes the key deliverables, attendant milestones and critical path for the overall project. Key features of the plan include but are not limited to the following:

- A final detailed plan will be prepared and will be based on the agreed upon number of meters with a start date based on the contract commencement.
- Duncan will provide the plan and required staff to fulfill the contract. Staff will be available to participate in project status meets as necessary.
- Duncan's established supply chain is well credentialed to procure, manufacture, assemble, test, and provide timely delivery of the meters required by this program.
- Duncan Engineering, Operations, and Logistics teams will be available to assist in resolving any issues that may arise in the manufacturing process.
- For the purposes of planning the work activities, our Project Manager will confirm with the City the implementation areas and their specific sequence.
- All meters will be commissioned and tested with the full range of applicable payment services. Depending on the final contract we anticipate these will include coin, credit/debit card and pay by cell phone. All data loading, communications setup and other preparations at the various payment gateways and management systems will be performed prior to the on-street activities at an individual meter level, and will be coordinated with the appropriate City systems, offices, and personnel.

The following table is an anticipated schedule of events based on signing of the agreement. The target dates are initially defined as the number of days after the execution of the agreement. Actual dates will be set upon review of the project managers. Duncan offers the City a proven transition plan and operational procedures that have been tested through the implementation and operation of numerous projects of similar size and scope.

The following is an anticipated implementation timeline that outlines expected average time to complete major tasks; many tasks will overlap. Duncan looks forward to meeting with the City to



discuss final product selection and solution development and developing a timeline that matches the City's selection.

Anticipated Implementation Timeline		
Task	Responsibility	Average Time to Complete
Duncan project manager site visit Refine and review implementation plan	Duncan	1 week
Define all installation locations	City	1 week
Complete meter configuration sheets Rate schedules, customizable displays	City / Duncan	1 to 2 weeks
Complete credit card processing setup	City / Duncan	1 to 2 weeks
Site Test Test to assure all meter configurations, credit card, and back end reporting systems are functioning	Duncan	1 week
Meter delivery	Duncan	30 days
Meter commissioning	Duncan / City	Volume dependent
Training of parking and maintenance personnel	Duncan	1 to 2 days

**All target dates are from notice to proceed*

The City's pricing form as well as Duncan's pricing quotation, to include terms and conditions, follow.



7.0 Attachments

Terms and Conditions of Gateway Provider Account

TRANSACTION PROCESSING

TERMS & CONDITIONS

THIS AGREEMENT entered into on between MERCHANTFIRST (hereinafter referred to as "MF" a Nevada corporation, principally located at 5190 Neil Road, Ste. 430, Reno, NV, 89502., and , (hereinafter referred to as "Client") located at , , .

THIS AGREEMENT is subject to the terms and conditions set forth below.

1. RETENTION AND ENGAGEMENT:

MF agrees to provide a service designed to help Client with the collections, sales efforts and other related financial transactions on the Internet and other types of business ventures. This service is designed to enable Client to obtain a consumer generated electronic authorization to purchase products and services by credit card or Automated Clearing House (hereinafter "ACH") transaction. Client appoints MF as a primary and non exclusive agent for the collection of charges, "periodic" or "one-time" transactions, from all persons (consumers and businesses) who have properly agreed to make such payments to Client. Both parties to this contract agree that the terms outlined here are reasonable and agreeable. This entire agreement and the stated duties of MF herein are subject to MF's acceptance or disapproval of conducting business with Client as a whole, or on a duty-by-duty basis.

2. DUTIES OF MF:

MF or its assigned agent shall submit data in the form required for the electronic debiting from consumer and business bank deposit accounts to various networks, including but not limited to the Automated Clearing House, Federal Reserve, and national credit card networks. MF agrees to accept for processing ACH payments and deposit funds into Client's bank account up to the limits and according to the schedules specified in Section 7 and in Exhibit A. MF agrees to provide operations management assistance for MF services, including but not limited to the processing of returned transaction items and the delivery of the agreed upon data in the agreed upon format, be it paper or other format. MF shall report to Client on a regular basis all transactions processed.

3. DUTIES OF CLIENT:

Client agrees to comply with any federal or regional Automated Clearing House rules applicable to automatic and electronic transfer of funds including without limitation, laws, regulations, and rules governing correct authorizations by consumers and businesses, disclosures and notices required in connection with electronic funds transfer, and all necessary waivers and releases. Client has the sole responsibility to verify MF's list of merchant card processors to be used under terms of this agreement to determine if MF can properly transmit the necessary credit card information to Client's credit card processor. Client acknowledges that MF's list can be modified from time to time and must be verified by Client prior to being set up with MF. Client has the sole responsibility for obtaining the proper authorization from Client's own credit card processor and/or settlement bank to be able to use Client's merchant account for key entry transactions and transactions being



processed over the Internet or Online. Client shall be solely responsible for credits, returns, disputes and all costs associated with data transmissions. Client will be solely responsible to obtain accurate credit card and ACH information and authorization from its customers, and will transmit said information to MF via the Internet or service originally agreed upon by all parties.

4. AUTHORIZATIONS:

Client will obtain from each participating consumer or business the required ACH and necessary credit card information in proper form authorizing automatic debits to such consumer or business bank account to transfer payment amounts to Client's bank deposit account. Client warrants that Client will properly warehouse all authorizations obtained from consumers or businesses and will provide such authorizations for inspection by MF or any regulatory body governing these types of transactions. Client hereby authorizes MF to make direct deposit of payments from consumer or business bank accounts and to debit Client for fees and other charges as set forth herein. (See Exhibit B, "AUTHORIZATION & INITIATION AGREEMENT".) Client agrees to obtain written authorization from MF to process individual ACH transactions that exceed the maximum ACH transaction amounts specified in section 2 of this agreement. If returned ACH transactions identified as R07, R10 and R29 or credit card chargeback's exceed 0.50% of total monthly transaction volume, MF reserves the right to either adjust transaction fees, require reserves, or both. Such adjustments will only be applied after written notification to the client. Additional factors that may determine potential reserve requirements include the average sale amount, the processing volume, the product, and other factors that may affect the risk of merchant fraud or merchant stability. MF will limit the amount that may be debited from a consumer's bank account on any single day to the maximum ACH transaction amount specified in section 6 of this agreement.

5. COLLECTION DATA:

Client shall provide MF with data necessary for the electronic funds transfer ("collection data") in the form and at the times prescribed by MF and shall make periodic checks and updates necessary to cause the collection data to be current and accurate at all times. The format and schedule requirements for delivery of collection data by Client may be changed by MF during the term of this Agreement, and Client shall deliver collection data in conformity with changed requirements set forth from time to time by MF. Client warrants to MF that all data and entries delivered to MF by Client will (a) be correct in form, (b) contain true and accurate information, (c) be fully authorized by the consumer or business, and (d) be timely under the terms and provisions of this Agreement.

6. PAYMENT OF FEES:

Client agrees to pay MF for its services as indicated in Exhibit A, "Pricing Schedule", and instructs MF to deposit gross payments and simultaneously deduct any and all fees due from Client's authorized account immediately after funds have been transferred to Client's account. MF will deduct automatically all fees and charges within a time frame, determined by MF in its sole discretion, for all transactions processed and unbilled by MF, regardless of the status of the Client's account. Client agrees to allow check debits or ACH transactions to its account on a daily basis for any and all fees due MF or its agents. If Client fails to do so on any two consecutive business days (Monday through Friday, excluding holidays), Client hereby agrees to cease all processing activity, including but not limited to credit card and ACH transaction processing.

7. SETTLEMENT:



In settlement for each debit returned unpaid or returned by customer or business, Client authorizes MF to withhold the amount of the return from current or future settlements or from any reserve being held for that purpose. If no settlement is pending at the time a return is received and if there is not sufficient reserve, Client authorizes MF to debit Client's authorized account on the day the return is received by MF or thereafter. Client warrants that it shall at all times maintain a sufficient balance in such account to cover debits and return fees. Client will pay to MF the amount of any returned debit that cannot, for any reason in part or in whole, be withheld from settlements or debited against Client's authorized account. MF reserves the right to require Client to maintain a balance with MF to cover returns, NSF, reversal ACH transactions and alike, if MF in its sole discretion deems it necessary. Client understands that electronic fund transfers can be "charged back" or "returned" against the Client's authorized account by a business for 24 hours or by a consumer for up to 60 days after funds have been deposited into Client's authorized account. ACH payments will be deposited to Client's bank account per the schedule specified in Exhibit A, which schedule will begin counting the day after the transaction is submitted to the ACH Network; usually the banking day after the transaction is submitted to MF. MF shall set single day and 30 day settlement limits as specified in Exhibit A, which if exceeded will result in a temporary hold on funds which exceed those limits. These settlement limits will be determined at the sole discretion of MF. MF may also hold a specific amount or a percentage of each day's settlement as a rolling reserve up to a set percentage of the previous 60 days settlements. These percentages will be determined at the sole discretion of MF.

8. **WARRANTIES AND LIMITATIONS OF LIABILITY:**

EXCEPT AS EXPRESSLY SET FORTH IN THIS AGREEMENT, MF MAKES NO OTHER WARRANTIES, EXPRESSED OR IMPLIED, INCLUDING WITHOUT LIMITATION, ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE WITH RESPECT TO THE SERVICES PROVIDED HEREUNDER. Due to extreme difficulty of fixing actual damages, if Client suffers any significant or irreparable damages (or "loss or damage") caused by any material failure of MF to perform its obligations imposed by this Agreement, or from any failure of MF to perform any obligations imposed by law, both parties agree that liability hereunder, if any, shall be limited to liquidated damages in the amount of the minimum processing fees, or the total amount of the debit transaction fees paid for the two calendar months immediately proceeding the month in which the event occurred which gave rise to the damages. Under no circumstance will MF be responsible for (a) ANY INCIDENTAL, SPECIAL, INDIRECT OR CONSEQUENTIAL LOSSES (INCLUDING LOST PROFITS) RESULTING DIRECTLY OR INDIRECTLY FROM THE PERFORMANCE OR NON-PERFORMANCE OF ANY OF MF DUTIES HEREUNDER, IRRESPECTIVE OF CAUSE OR ORIGIN, or (b) any loss or damage to Client, direct or consequential, arising out of or in any way related to acts or omissions of third parties including but not limited to various courier services, the Federal Reserve Banking System (including the Automated Clearing House), the bank with which the Client deals or the employees or agents of such bank, or any financial institution which receives, originates or pays electronic debits or credit card payments from consumer or business accounts.

9. **MUTUAL CONFIDENTIALITY:**

Information disclosed in writing that is marked "proprietary," "confidential," or by words of similar import shall be considered confidential information (the "Information"). Client and MF agree that as



regards Information, each will be both the receiver ("Receiving Party") and discloser ("Disclosing Party") during the term of this Agreement. Client and MF further agree:

- a) to treat Information as confidential and to exercise no less care in its protection than Receiving Party uses in protecting its proprietary and confidential Information, or if Receiving Party has established no such standard of care, then Receiving Party shall exercise such care as the Disclosing Party observes to protect Information;
- b) to restrict dissemination of Information within its organization to employees having a need to know in connection with the purpose of the disclosure set forth above, and to ensure that such employees are informed of the propriety and confidential nature thereof and that they agree to and observe the requirements of confidentiality set forth herein;
- c) not to disclose Information to any other party without the written authorization of Disclosing Party;
- d) not to duplicate Information for any other party without the written authorization of Disclosing Party;
- e) not to duplicate Information without the express written permission of Disclosing Party;
- f) to return or destroy information which is in written or physical form, together with any and all copies, negatives, or reproductions or derivative works in any media, promptly upon request of Disclosing Party or upon termination or completion of the Agreement. Information disclosed orally or visually and identified at the time as proprietary or confidential shall be covered hereunder if it is reduced to writing, marked as provided herein, and transmitted to Receiving Party within thirty (30) days after disclosure.

10. TERM AND TERMINATION:

The initial term of this Agreement is for a period of one (1) year. Any change in fees may occur after the expiration of the first year of the initial term. Thereafter, fees may be changed by MF at any time and from time to time, with 60 days prior written notice to Client. Upon receipt of any notice of price increase, Client may terminate this Agreement by providing written notice to MF at least 30 days prior to date such price increase becomes effective. If MF is given cause to believe that the Client has, will be, or is using the services of MF for questionable or illegal activities, MF reserves the right to terminate this entire service agreement immediately without notification to Client. In addition, either party shall have the right to immediately terminate this Agreement if either party is in default of any obligation under this Agreement and default continues for 15 days following notice from the other party, or if either party is declared bankrupt, or files a bankruptcy petition, or makes an assignment of all or substantially all of its assets for creditors. Upon termination Client shall instruct its bank not to honor debit activity from MF and all rights and obligations hereunder shall cease except for Client's obligation to (a) pay the applicable fees for any services performed by MF prior to the effective date of termination, and (b) pay for any items returned subsequent to the effective date of termination for which MF may in its discretion withhold from Client's final deposit a balance sufficient to cover returns for 60 days following the effective date of termination. During this period, MF shall forward to Client a Return Item verification report as these items are received. On the 60th day, MF shall return any remaining moneys or bill the Client for return item amount still due MF. Within ten days after the expiration or termination of this Agreement, MF will give Client a copy of the recurring data base information consisting of the name, transaction identification number, credit card number and credit card expiration date for each account in the Client's data base that



purchased services from Client via credit card. The data base information will be provided to Client either on a floppy disk in ASCII delimited format or in an e-mail file as determined by MF in its sole discretion. MF will not give Client any proprietary information that is generated by MF's system.

11. COMPLIANCE WITH LAW AND INDEMNIFICATION:

Client shall be solely responsible for compliance with all applicable laws and regulations whether federal, state or local. Client will indemnify and hold MF, its officers, directors, employees, representatives, affiliates and processing financial institutions harmless from any and all claims, lawsuits, damages, costs or other expenses, including but not limited to attorney fees, resulting from or in any way related to (a) Client's breach of warranty contained herein or arising by operation of law, (b) any act or omission of Client or Client's employees or agents, (c) any act by any consumer or business or their employees or agents, or (d) Client's failure to comply with any applicable law, regulation, or rule. Client shall indemnify MF from any claim made by the processing financial institution or other originating depository financial institution (OFDI) relating in any way to any transaction processed on behalf of Client. Any form or form format provided by MF for use in connection with the collection data, authorizations, waivers, and notifications herein described will be provided solely for the convenience of MF and Client. MF makes no representation or warranty that any such form or form format provided is sufficient or otherwise in compliance with applicable federal, state, or local legal rules or requirements. MF shall have no liability to Client for failure of any such form or form format to comply with such rules or requirements. MF will not in any way be held responsible for any type of "returned", "disputed", or "charged-back" items processed. If the return is a direct result of a MF error, MF's liability will be strictly limited to a corrected replacement item at no charge to the Client.

12. DELAYS, DAMAGES, LOSSES AND EXCUSE FROM PERFORMANCE:

MF shall not be liable for any delays, damages, losses, or other failure of performance that are out of MF's reasonable control, such as, but not limited to, strikes, insurrection, war, fires, lack of energy, acts of God, mechanical or electrical breakdown, power or communication failures, governmental acts or regulations, computer malfunction, or acts of third parties.

13. PROHIBITED ACTIVITIES:

Notwithstanding anything else in this Agreement, MF and its licensors retain all title to, and except as expressly and unambiguously licensed herein, all rights to the design and operation of MF's system, programs, software, policies, procedures, and/or pricing structures (collectively, "MF Property"). Customer shall not, directly or indirectly: (i) reverse engineer, decompile, disassemble, or otherwise attempt to discover any source code, or underlying structure, ideas, or algorithms of the MF Property; (ii) modify, translate, or create derivative works based on any MF Property or any portion thereof; (iv) copy (including, but not limited to, back-up copying), rent, lease, distribute, pledge, assign, or otherwise transfer or encumber rights to the MF Property; (v) use any MF Property for timesharing or service bureau purposes or otherwise for the benefit of a third party; (vi) permit any third party to link to, transfer, rebroadcast, reproduce, or webcast any MF Property over the Internet, Usenet, email, chatrooms, any file transfer protocols, or any other electronic media without MF's express written authorization; or (vii) delete, alter, add to, or fail to reproduce the name of MF or any notices appearing in or on any MF Property that may be required by MF at any time.

14. GOVERNING LAW AND FORUM:



This Agreement shall be governed by and construed in accordance with the laws of _____. Each party hereto consents to the jurisdiction of any state or federal court sitting in the City of Los Angeles, State of California and waives any objection based on venue or forum non conveniens with respect to any action instituted therein.

15. SEVERABILITY:

If any provision of this Agreement is held invalid, illegal, or unenforceable for any reason, the remaining provisions shall continue to be valid and enforceable.

16. CONTROVERSIES, CLAIMS AND ARBITRATION:

All controversies or claims arising out of or relating to this Agreement shall be resolved in accordance with the terms and conditions of this Section. First, the parties will attempt in good faith to resolve each controversy or claim within sixty (60) days by negotiations between senior executives of the parties who have settlement authority. If the controversy or claim has not been resolved within sixty (60) days, the controversy or claim will be resolved at the request of either party through binding arbitration conducted in accordance with the commercial arbitration rules and procedures of the American Arbitration Association ("AAA") then in effect. Arbitration proceedings will be held in the City of Irvine, State of California. Each party will appoint a single arbitrator and the two arbitrators shall appoint a third arbitrator. Judgment on the award rendered by the arbitrators may be entered in any court having jurisdiction thereof. Nothing in this Section shall be deemed to prohibit or restrict either party from seeking injunctive relief and such other rights and remedies as it may have at law or equity for any actual or threatened breach of any provision of this Agreement relating to a party's confidential information or proprietary rights.

17. CREDIT CARD PROFILE INFORMATION:

It is the responsibility of the Client to furnish MF the exact and specific information on MF's Company Profile form regarding their merchant's processing specifications. If information is intentionally omitted or erroneous information is intentionally provided by Client or their agent, then MF reserves the right to cancel this agreement.

18. TECHNICAL SUPPORT:

Normal set-up will include a maximum of four hours of voice support during the initial set-up process. Thereafter, voice support will be available at no additional cost during the following hours:

8:00 AM to 5:00 PM Pacific Time Monday through Friday

Email support is provided at no additional cost. MF will only support membership systems installed by MF.

19. ENTIRE AGREEMENT:

This Agreement, and where applicable, any contracts for other services, constitutes the entire agreement between Client and MF. Any previous agreement or understanding, whether written or oral, is void and of no effect. No amendment or modification of this Agreement shall be effective unless it is in writing and executed by all of the parties hereto. No interest or right of Client under this Agreement shall be assigned or transferred in any manner by Client without the written consent of MF. Such consent shall not be unreasonably withheld. This Agreement may be assigned by MF.



City of Hollywood

Request for Proposal for Credit Card Enabled Single-Space Meters

Required Forms

Proposer Acknowledgment

RFP Checklist

Hold Harmless and Indemnity Clause

Addendum No. I


Disclosure of Conflict of Interest



City of Hollywood

Request for Proposal for Credit Card Enabled Single-Space Meters

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 <p>Submit Proposals To: City of Hollywood 2600 Hollywood Boulevard Hollywood, Florida 33020 Office of City Clerk, Room 221</p>	<p>CITY OF HOLLYWOOD, FLORIDA</p> <p>REQUEST FOR PROPOSALS</p> <p>PROPOSER ACKNOWLEDGMENT</p>
<p>RFP Title: Credit Card Enabled Single Space Meters</p> <p>RFP No.: 4382-14-JE</p> <p>A Cone of Silence is in effect with respect to this RFP. The Cone of Silence prohibits certain communications between potential vendors and the City. For further information, please refer to Section 30.15(E) of the City's Code of Ordinances.</p>	<p>Proposals must be received prior to 3:00 P.M., November 12, 2013 and may not be withdrawn within 90 calendar days after such date and time. Proposals received by the date and time specified will be opened in Room 303. All Proposals received after the specified date and time will be returned unopened.</p> <p>Procurement Services Contact: Janice English or Joel Wasserman or his designee.</p> <p>Telephone No.: (954) 954-921-3345 or (954) 921-3290</p>

PROPOSER ACKNOWLEDGMENT

THIS FORM MUST BE COMPLETED AND SUBMITTED ALONG WITH THE COMPLETE PROPOSAL PRIOR TO THE DATE AND THE TIME OF PROPOSAL OPENING. THE PROPOSAL SUMMARY SHEET PAGES ON WHICH THE PROPOSER ACTUALLY SUBMITS A PROPOSAL AND ANY PAGES UPON WHICH INFORMATION IS REQUIRED MUST BE COMPLETED AND ATTACHED WITH ALL PAGES OF THE PROPOSAL DOCUMENT.

Proposer's Name: Duncan Parking Technologies, Inc.	Fed. ID No. or SS Number 20-0043793
Complete Mailing Address: 633 W. Wisconsin Ave. Suite 1600 Milwaukee, WI 53203-1920	Telephone No.: 414-847-3702 Fax No.: 414-847-6702
Do You Have a Permanent Office Located in the City of Hollywood? Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>	E-Mail Address: asalama@duncansolutions.com
Indicate type of organization below: Corporation <input checked="" type="checkbox"/> Partnership <input type="checkbox"/> Individual <input type="checkbox"/> Other	

ATTENTION: FAILURE TO SIGN (PREFERABLY IN BLUE INK) OR COMPLETE ALL RFP SUBMITTAL FORMS AND FAILURE TO SUBMIT ALL PAGES OF THE RFP DOCUMENT AND ANY ADDENDUMS ISSUED MAY RENDER YOUR RFP NON-RESPONSIVE.

CHECK BOX BELOW TO ACKNOWLEDGE THIS PROPOSAL.

The proposer certifies that this proposal is based upon all conditions as listed in the proposal documents and that he has made no changes in the proposal document as received. He further proposes and agrees, if his proposal is accepted, he will execute an appropriate agreement for the purpose of establishing a formal contractual relationship between him and the city of Hollywood, Florida, for the performance of all requirements to which this proposal pertains. Further, by checking the agree box listed below and by signing below in blue ink all RFP pages are acknowledged and accepted as well as any special instruction sheet(s) if applicable. I am authorized to bind performance of this RFP for the above proposer.

Agree ☒ Asaf Salama President November 5, 2013
 Authorized Name (Type or Print) Title Date
Asaf Salama
 Authorized Signature

RFP CHECKLIST

Please check each line item after the completion of the appropriate item.

- X I verify that the signature on page number one (1) is the signature of the person authorized to bind the agreement. (Preferably in blue ink)
- X I acknowledge reading and signing the Hold Harmless Statement.
- X I have included all information, certificates, licenses and additional documentation as required by the City in this RFP document.
- X I have checked for any addendums to this RFP, and will continue to check for any addendums up to the due date and time of this RFP.
- X I have submitted one (1) original and eight (8) copies of the entire proposal with addendums including one (1) copy on a CD.
- X I have verified that the outside address label of my RFP package is clearly marked to include my company's name, address, RFP number and date of RFP opening.
- X I have read and completed (if applicable) the "Disclosure of Conflict of Interest".
- X I, the Bidder, am aware that a Notice of Intent to award this bid shall be posted on the City's website at www.hollywoodfl.org and on the Procurement Services bulletin board in room 303 at City Hall, and that it is my responsibility to check for this posting. Also, I have provided my email address, as the City, at its discretion, may provide me information by such means regarding this procurement process.
- N/A I, the Bidder, have submitted all supporting documentation for local preference eligibility, which must be received with the bid package prior to the bid opening date and time (if applicable).

NAME OF COMPANY: Duncan Parking Technologies, Inc.

PROPOSER'S NAME: Asaf Salama, President

PROPOSER'S AUTHORIZED SIGNATURE: 

DATE: November 5, 2013

J. ADA COMPLIANCE

Persons with disabilities who require reasonable accommodation to participate in City programs and/or services may call the Equal Opportunity Manager, Office of Human Resources and Risk Management at (954) 921-3218 (voice). If an individual is hearing or speech impaired, please call Florida Relay Service 1-800-955-8771.

K. PUBLIC ENTITY CRIMES

"A person or affiliate who has been placed on the convicted vendor list following a conviction for public entity crime may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list."

HOLD HARMLESS AND INDEMNITY CLAUSE:

Duncan Parking Technologies, Inc.  Asaf Salama, President
(Company Name and Authorized Signature, Print Name),

the contractor shall indemnify, defend and hold harmless the City of Hollywood, its elected and appointed officials, employees and agents for any and all suits, actions, legal or administrative proceedings, claims, damage, liabilities, interest, attorney's fees, costs of any kind whether arising prior to the start of activities or following the completion or acceptance and in any manner directly or indirectly caused, occasioned or contributed to in whole or in part by reason of any act, error or omission, fault or negligence whether active or passive by the contractor, or anyone acting under its direction, control, or on its behalf in connection with or incident to its performance of the contract.

Duncan Parking Technologies, Inc.  Asaf Salama, President
(Company Name and Authorized Signature, Print Name),

further certifies that it will meet all insurance requirements of the City of Hollywood and agrees to produce valid, timely certificates of coverage.

The City reserves the right to require any other insurance coverage it deems necessary depending upon the exposures.



City of Hollywood, Florida

PROCUREMENT SERVICES DIVISION RM. 303
P. O. Box 229045 ZIP 33022-9045

NOTICE TO BIDDERS

NOTICE IS HEREBY GIVEN, that the City Commission of the City of Hollywood, Florida is advertising for Sealed Proposals which will be received by the City Clerk of the City of Hollywood, Florida at City Hall, 2600 Hollywood Boulevard, Room 221, Hollywood, Florida until **3:00 P.M., Tuesday, November 12, 2013**, at which time they will be opened and publicly read in the Procurement Services Division, Room 303, City Hall, 2600 Hollywood Boulevard, Hollywood, Florida. FOR: **Credit Card Enabled Singles Space Meters**

NOTE: A Cone of Silence is in effect with respect to this RFP. The Cone of Silence prohibits certain communications between potential vendors and the City. For further information, please refer to Section 30.15(F) of the City's Code of Ordinances.

**RFP-4382-14-JE
ADDENDUM NO. 1**

Note: Additional Information Needed:

- In addition to Section 8.4 of the RFP, please include samples of the reports as listed under this section with your RFP response.

All other specifications, terms & conditions remain the same.

MAILED RFP'S:

If you have already submitted your printed proposals, it will be retained in the City Clerk's Office until the Proposals Opening time and date. If you wish to pick up your Proposal that has already been submitted, you can do so by showing proper identification, in the Office of the City Clerk, 2600 Hollywood Blvd, Room 221, Hollywood, Florida 33020.

Please sign and return with your Proposal.

COMPANY NAME: Duncan Parking Technologies, Inc.

BIDDER'S SIGNATURE 

Dated this 24th, day of October, 2013

L. DECLARATION

The aforementioned, as Proposer (herein used in the masculine singular, irrespective of actual gender and number), declares, under oath that no other person has any interest in this Proposal or in any resulting agreement to which this Proposal pertains, that this Proposal is not made with connection or arrangement with any other persons, and that this Proposal is made without collusion or fraud.

The Proposer further declares that he has complied in every respect with all the instructions to Proposers, that he has read all addenda, if any, issued prior to the opening of Proposals, and that he has satisfied himself fully relative to all matters and conditions with respect to the general conditions of the agreement and all relevant information to which this proposal pertains.

M. DISCLOSURE OF CONFLICT OF INTEREST

Vendor shall disclose below, to the best of his or her knowledge, any City of Hollywood officer or employee, or any relative of any such officer or employee as defined in Section 112.3135, Florida Statutes, who is an officer, partner, director or proprietor of, or has a material interest in the vendor's business or its parent company, any subsidiary, or affiliated company, whether such City official or employee is in a position to influence this procurement or not.

Failure of a vendor to disclose any relationship described herein shall be reason for debarment in accordance with the provisions of the City of Hollywood Purchasing Ordinance.

Name	Relationship
None	

In the event the vendor does not indicate any name, the City shall interpret this to mean that no such relationship exists.



Meter reports

The PEM is capable of generating a wide range of reports. Following is a table summarizing the capabilities of PEM. Financial information from the PEM can be integrated in a number of ways. Duncan looks forward to working with the City of Hollywood to develop processes that meet its needs. These reports can be produced in PDF, CSV or Excel formats as well as via the Internet to be displayed on the producer's screen. Data from all reports can be exported to Excel software to create ad hoc reports.

We have provided sample of reports and Duncan can work with the City to create ad hoc reports and change the information in its standard report suite. Should the City wish additional samples, Duncan would be happy to provide them.

Transaction Details

Report Time:	12/13/2012 10:14:26AM PST
Sorted By:	Time of Payment
From:	12/5/2012 12:00:00AM PST
To:	12/12/2012 11:59:59PM PST
Payment Types:	Credit Card
Area ID:	2
Meter ID:	All
Amount Total:	\$6,237.25
Amount Max:	\$13.50
Amount Avg:	\$4.21

duncan
SOLUTIONS

Transaction Time	Area	Meter Name	Location	Payment Type	Bay	Time Paid	Amount	Card Type	Card Status
12/12/2012 8:01	2	411-01004	Fell St	Credit Card	34	1H	\$2.75	MasterCard	ACCEPTED_FINAL
12/12/2012 8:08	2	340-00830	Blissome St	Credit Card	2	9H 59M	\$13.50	Visa	ACCEPTED_FINAL
12/12/2012 7:56	2	423-01003	Gough St	Credit					
12/12/2012 7:54	2	563-02002	Madison St	Credit					
12/12/2012 7:49	2	423-01001	Gough St	Credit					
12/12/2012 7:28	2	423-01001	Gough St	Credit					

Meter Connection History

Report Time:	12/13/2012 10:14:26AM PST
Sorted By:	Time of Connection
From:	12/5/2012 12:00:00AM PST
To:	12/12/2012 11:59:59PM PST
Area ID:	3
Meter ID:	467-00003

duncan
SOLUTIONS

Date Connected	Start Time	End Time	Area Num	Meter Name	Details
12/12/2012	2:58:47 AM	2:58:47 AM	3	467-00003	E/A/T/S/D/I
12/12/2012	10:59:07 AM	10:59:07 AM	3	467-00003	E/A/T/S/D/I
12/12/2012	12:58:49 AM	12:58:49 AM	3	467-00003	E/A/T/S/D/I
				00003	E/A/T/S/D/I
				00003	E/A/T/S/D/I
				0003	E/A/T/S/D/I
				0003	E/A/T/S/D/I
				0003	E/A/T/S/D/I
				0003	E/A/T/S/D/I

Revenue Summary

Report Time:	12/13/2012 10:14:26AM PST
Sorted By:	Date
Summary Type:	By Day
From:	11/1/2012
To:	12/11/2012
Payment Types:	All
Area ID:	All
Meter ID:	All
Total Transaction Count:	Grand Total: 79,604
Cash:	29,468
Credit Card:	43,304
Smart Card:	6,832
Credit Card Count:	Cash: \$253,911.87
Cash:	Credit Card: \$34,245.41
Credit Card:	Smart Card: \$204,537.19
Smart Card:	Smart Card: \$15,129.27
Credit Card Count:	Cash: \$253,911.87
Cash:	Credit Card: \$34,245.41
Credit Card:	Smart Card: \$204,537.19
Smart Card:	Smart Card: \$15,129.27

duncan
SOLUTIONS

Date	# Meters	\$ Total	# Total	\$ Cash	# Cash	\$ CR	# CR	\$ SM	# SM	\$ CR	# CR	\$ CR	# CR
12/11/2012	188	\$555.97	2530	\$1,139.30	924	\$6,697.00	1340	\$673.47	246	\$6,324.00	1300	\$121.75	30
12/10/2012	171	\$711.49	2531	\$1,163.70	1047	\$6,125.25	1268	\$424.74	216	\$6,057.75	1253	\$47.50	14
12/9/2012	157	\$536.22	2894	\$743.12	708	\$4,346.89	1276	\$246.21	120	\$4,310.25	1266	\$19.75	5
12/7/2012	188	\$160.16	2045	\$1,166.00	1023	\$6,426.97	17						

Detailed Meter Events

Report Time:	12/13/2012 10:14:26AM PST
Sorted By:	Time of Occurrence
From:	12/5/2012 12:00:00AM PST
To:	12/12/2012 11:59:59PM PST
Event Types:	All
Area ID:	2
Meter ID:	423-01003

duncan
SOLUTIONS

Event Time	Area Num	Meter ID	Location	Event Code	Event Description
12/12/2012 9:08	2	423-01003	Gough St	228	FAIR Heartbeat OK
12/12/2012 9:08	2	423-01003	Gough St	224	FAIR_UPDATE_QUEUE_EMPTY
12/12/2012 9:03	2	423-01003	Gough St	228	FAIR Heartbeat OK
12/12/2012 9:03	2	423-01003	Gough St	224	FAIR_UPDATE_QUEUE_EMPTY
12/12/2012 9:03	2	423-01003	Gough St	193	Event Card Out Reschedule
			gh St	192	Event Card Out Reschedule
			gh St	106	Credit Card Processing
			gh St	228	FAIR Heartbeat OK
			gh St	224	FAIR_UPDATE_QUEUE_EMPTY

Historical Alarms

Report Time:	12/13/2012 10:14:26AM PST
Sorted By:	Time of Occurrence
From:	12/5/2012 12:00:00AM PST
To:	12/11/2012 11:59:59PM PST
Alarm Types:	All
Area ID:	All
Meter ID:	All

duncan
SOLUTIONS

Time Notified	Time Cleared	Meter ID	Location	Alarm Description	Alarm Type	State
12/10/2012 15:51	12/11/2012 9:57	590-00006	Ork	Smart Media Bath Not Present	Minor	Raised
12/10/2012 11:09	12/10/2012 11:04	684-04100	Townsend	Cadlock Removed Alarm	Minor	Cleared
12/10/2012 11:09	12/10/2012 11:09	684-04100	Townsend	Out Of Order	Severe	Raised
12/10/2012 11:09	12/10/2012 11:04	684-04100	Townsend	Cadlock Removed Alarm	Minor	Raised
12/10/2012 10:59	12/10/2012 10:58	684-04090	Townsend	Cadlock Removed Alarm	Minor	Cleared
12/10/2012 10:57	12/10/2012 10:56	684-03950	Townsend	Cadlock Removed Alarm	Minor	Cleared



Revenue Summary reports

Revenue Summary

Report Time:	12/13/2012 10:14:26AM PST	<u>Total Transaction Count</u>	<u>Total Dollar Amount</u>
Sorted By:	Date	Grand Total: 79,604	Grand Total: \$253,911.87
Summary Type:	By Day	Cash: 29,468	Cash: \$34,245.41
From:	11/1/2012	Credit Card: 43,304	Credit Card: \$204,537.19
To:	12/11/2012	Smart Card: 6,832	Smart Card: \$15,129.27
Payment Types:	All	<u>Credit Card Count</u>	<u>Credit Card Amount</u>
Area ID:	All	CC Accepted: 42,472	CC Accepted: \$200,820.55
Meter ID:	All	CC Rejected: 649	CC Rejected: \$2,969.75



Date	# Meters	\$ Total	# Total	\$ Cash	# Cash	\$ CR Card	# CR Card	\$ SM Card	# SM Card	\$ CR Accept	# CR Accept	\$ CR Reject	# CR Reject
12/11/2012	168	8255.97	2510	\$1,139.50	924	\$6,493.00	1340	\$623.47	246	\$6,324.00	1303	\$121.75	30
12/10/2012	171	7711.69	2531	\$1,161.70	1047	\$6,125.25	1268	\$424.74	216	\$6,057.75	1253	\$47.50	14
12/8/2012	157	5536.22	2104	\$743.12	708	\$4,546.89	1276	\$246.21	120	\$4,510.25	1266	\$19.75	5
12/7/2012	168	8160.16	2645	\$1,166.60	1023	\$6,426.97	1375	\$566.59	247	\$6,374.22	1360	\$51.75	14
12/6/2012	167	7930.68	2390	\$1,087.70	863	\$6,307.55	1300	\$535.43	227	\$6,230.30	1278	\$68.50	20
12/5/2012	162	8440.67	2442	\$1,149.55	935	\$6,761.79	1287	\$529.33	220	\$6,697.79	1273	\$63.75	13
12/4/2012	166	7913.78	2349	\$985.05	866	\$6,499.25	1300	\$429.48	183	\$6,400.00	1272	\$99.25	28
12/3/2012	160	7630.45	2268	\$993.50	837	\$6,098.21	1208	\$538.74	223	\$5,990.71	1182	\$81.00	13
12/2/2012	1	5.25	1	\$0.00	0	\$5.25	1	\$0.00	0	\$5.25	1	\$0.00	0
12/1/2012	158	5336.34	1984	\$622.55	603	\$4,455.00	1259	\$258.79	122	\$4,424.75	1250	\$28.25	8
11/30/2012	168	8323.3799	2419	\$1,071.10	885	\$6,710.00	1309	\$542.28	225	\$6,636.00	1294	\$57.00	11
11/29/2012	172	8635.18	2456	\$1,115.70	864	\$7,007.69	1364	\$511.79	228	\$6,936.19	1353	\$71.50	11
11/28/2012	169	8656.1	2624	\$1,173.40	1007	\$6,943.72	1353	\$538.98	264	\$6,786.97	1317	\$129.00	29
11/27/2012	174	8103.22	2559	\$1,151.85	976	\$6,440.75	1342	\$510.62	241	\$6,254.25	1299	\$113.75	28

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**Individual transactions (cash or credit) by pole**

Transaction Details

Report Time: 12/13/2012 10:14:26AM PST

Sorted By: Time of Payment

Payment Types: Credit Card

Amount Total: \$6,237.25

From: 12/5/2012 12:00:00AM PST

Area ID: 2

Amount Max: \$13.50

To: 12/12/2012 11:59:59PM PST

Meter ID: All

Amount Avg: \$4.21



SFMTA



Transaction Time	Area Num	Meter Name	Location	Payment Type	Bay	Time Paid	Amount	Card Type	Card Status
12/12/2012 8:01	2	411-01004	Fell St	Credit Card	34	1H	\$2.75	MasterCard	ACCEPTED_FINAL
12/12/2012 8:00	2	340-00830	Bluxome St	Credit Card	2	9H 59M	\$13.50	Visa	ACCEPTED_FINAL
12/12/2012 7:56	2	423-01003	Gough St	Credit Card	63	0H 50M	\$2.50	MasterCard	ACCEPTED_FINAL
12/12/2012 7:54	2	563-02002	McAllister St	Credit Card	32	0H 30M	\$1.50	Visa	ACCEPTED_FINAL
12/12/2012 7:49	2	423-01001	Gough St	Credit Card	21	0H 45M	\$2.25	MasterCard	ACCEPTED_FINAL
12/12/2012 7:28	2	423-01001	Gough St	Credit Card	17	0H 25M	\$1.25	Visa	ACCEPTED_FINAL
12/12/2012 7:24	2	411-00003	Fell St	Credit Card	35	2H	\$4.50	Visa	ACCEPTED_FINAL
12/12/2012 7:15	2	423-01006	Fulton St.	Credit Card	60	0H 37M	\$1.00	Visa	ACCEPTED_FINAL
12/12/2012 7:14	2	411-00004	Fell St	Credit Card	34	5H 50M	\$3.50	Visa	ACCEPTED_FINAL
12/12/2012 7:14	2	446-03003	Grove St	Credit Card	23	3H	\$7.50	Visa	ACCEPTED_FINAL
12/12/2012 6:53	2	563-02002	McAllister St	Credit Card	32	0H 37M	\$1.50	Visa	ACCEPTED_FINAL
12/12/2012 6:49	2	423-01005	Fulton St.	Credit Card	77	1H 5M	\$2.75	Visa	ACCEPTED_FINAL
12/11/2012 17:38	2	701-06004	Van Ness St	Credit Card	24	0H 21M	\$1.25	Visa	ACCEPTED_FINAL
12/11/2012 17:36	2	411-01004	Fell St	Credit Card	22	0H 23M	\$1.25	Visa	ACCEPTED_FINAL
12/11/2012 17:34	2	446-03003	Grove St	Credit Card	37	0H 25M	\$1.25	Visa	ACCEPTED_FINAL
12/11/2012 17:32	2	423-01002	Fulton St.	Credit Card	18	0H 27M	\$1.50	Visa	ACCEPTED_FINAL
12/11/2012 17:30	2	340-00630	Bluxome St	Credit Card	9	0H 29M	\$0.75	Visa	ACCEPTED_FINAL
12/11/2012 17:30	2	411-01002	Fell St	Credit Card	8	0H 29M	\$1.50	MasterCard	ACCEPTED_FINAL
12/11/2012 17:29	2	340-00040	Bluxome St	Credit Card	1	0H 30M	\$1.00	MasterCard	ACCEPTED_FINAL

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Meter Events

Detailed Meter Events



Report Time: 12/13/2012 10:14:26AM PST
Sorted By: Time of Occurrence Event Types: All
From: 12/5/2012 12:00:00AM PST Area ID: 2
To: 12/12/2012 11:59:59PM PST Meter ID: 423-01003

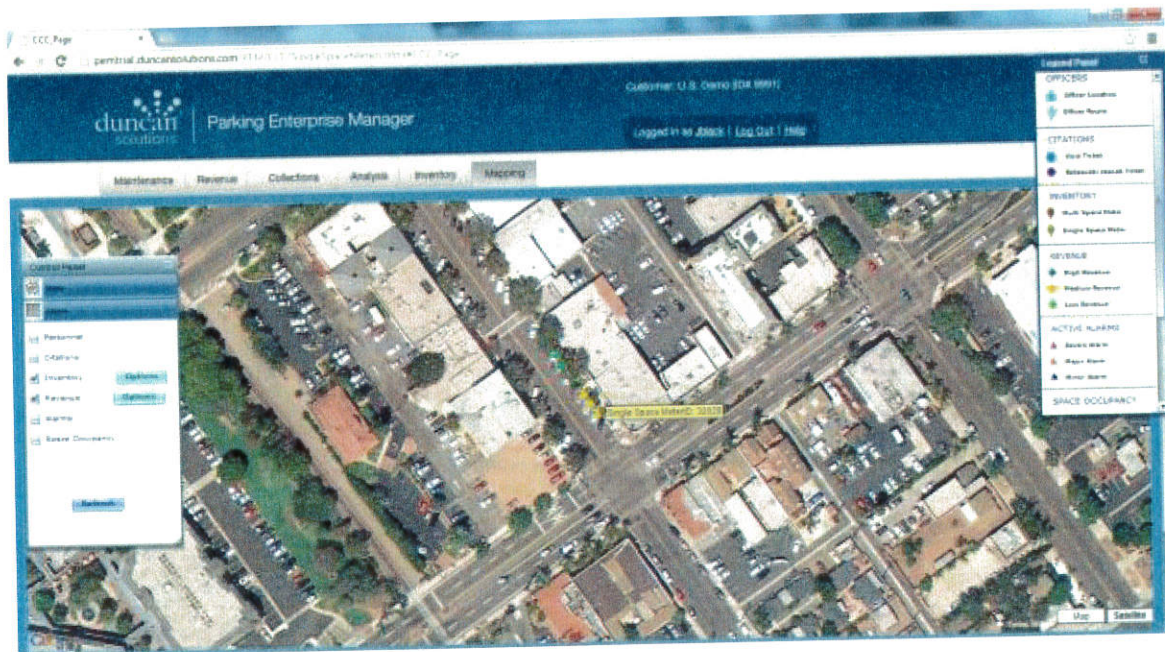
Event Time	Area Num	Meter ID	Location	Event Code	Event Description
12/12/2012 9:08	2	423-01003	Gaugh St	228	PAM Heartbeat OK
12/12/2012 9:08	2	423-01003	Gaugh St	224	PAM_UPDATE_QUEUE_EMPTY
12/12/2012 9:03	2	423-01003	Gaugh St	228	PAM Heartbeat OK
12/12/2012 9:03	2	423-01003	Gaugh St	224	PAM_UPDATE_QUEUE_EMPTY
12/12/2012 9:01	2	423-01003	Gaugh St	193	Event Card OLT Reconcile
12/12/2012 9:01	2	423-01003	Gaugh St	192	Event Card OLT Attempt
12/12/2012 9:01	2	423-01003	Gaugh St	106	Credit Card Processing
12/12/2012 8:50	2	423-01003	Gaugh St	228	PAM Heartbeat OK
12/12/2012 8:50	2	423-01003	Gaugh St	224	PAM_UPDATE_QUEUE_EMPTY
12/12/2012 8:48	2	423-01003	Gaugh St	228	PAM Heartbeat OK
12/12/2012 8:48	2	423-01003	Gaugh St	224	PAM_UPDATE_QUEUE_EMPTY
12/12/2012 8:29	2	423-01003	Gaugh St	228	PAM Heartbeat OK
12/12/2012 8:29	2	423-01003	Gaugh St	224	PAM_UPDATE_QUEUE_EMPTY
12/12/2012 8:27	2	423-01003	Gaugh St	228	PAM Heartbeat OK
12/12/2012 8:27	2	423-01003	Gaugh St	224	PAM_UPDATE_QUEUE_EMPTY
12/12/2012 8:25	2	423-01003	Gaugh St	166	Smartcard transaction failed
12/12/2012 8:12	2	423-01003	Gaugh St	228	PAM Heartbeat OK
12/12/2012 8:12	2	423-01003	Gaugh St	224	PAM_UPDATE_QUEUE_EMPTY
12/12/2012 8:02	2	423-01003	Gaugh St	228	PAM Heartbeat OK
12/12/2012 8:02	2	423-01003	Gaugh St	224	PAM_UPDATE_QUEUE_EMPTY
12/12/2012 7:56	2	423-01003	Gaugh St	193	Event Card OLT Reconcile
12/12/2012 7:56	2	423-01003	Gaugh St	192	Event Card OLT Attempt
12/12/2012 7:56	2	423-01003	Gaugh St	106	Credit Card Processing
12/12/2012 7:50	2	423-01003	Gaugh St	228	PAM Heartbeat OK
12/12/2012 7:49	2	423-01003	Gaugh St	224	PAM_UPDATE_QUEUE_EMPTY
12/12/2012 7:48	2	423-01003	Gaugh St	228	PAM Heartbeat OK
12/12/2012 7:48	2	423-01003	Gaugh St	224	PAM_UPDATE_QUEUE_EMPTY
12/12/2012 7:38	2	423-01003	Gaugh St	228	PAM Heartbeat OK
12/12/2012 7:38	2	423-01003	Gaugh St	224	PAM_UPDATE_QUEUE_EMPTY
12/12/2012 7:29	2	423-01003	Gaugh St	228	PAM Heartbeat OK

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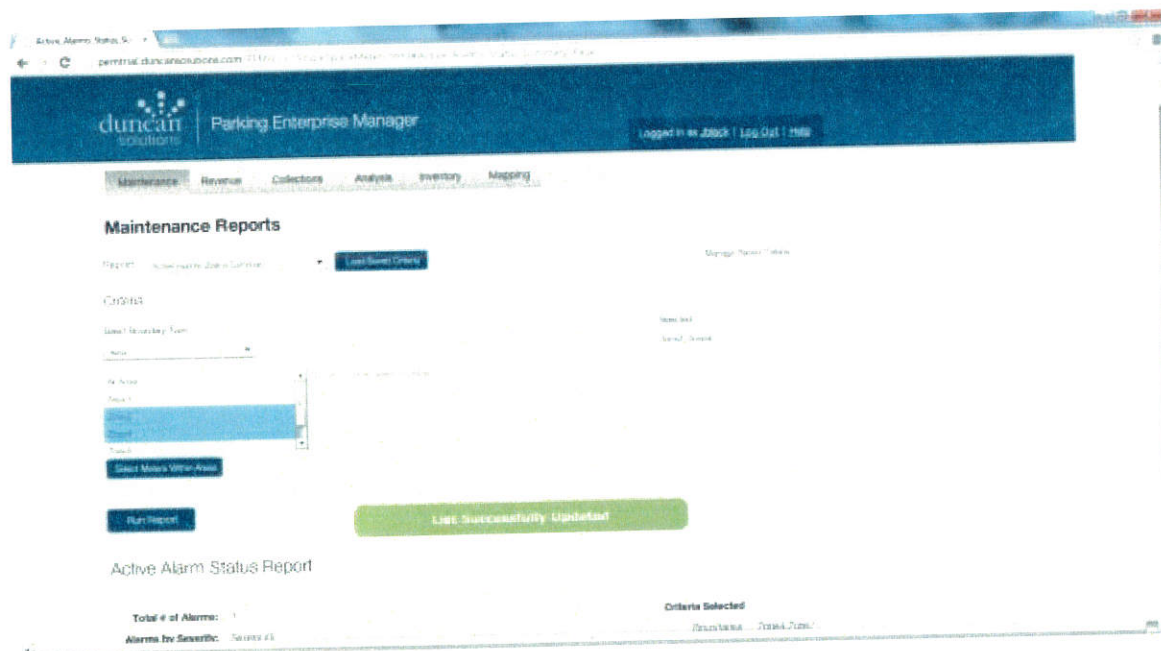
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GPS location of meters on a map with statistical mouse-over feature



Maintenance software for logging Service requirements over time





The screenshot displays the Duncan Parking Enterprise Manager software. The interface includes a sidebar with navigation links such as Home, Reports, and Settings. The main content area features a 'Selected Motors' table with columns for Motor ID, Motor Name, Area, and Zone. Below the table, there are filters for 'Motor & Name' and 'Start Date & Time'. The bottom of the interface shows a status bar with various system metrics.



Exception reports for units not performing as required (communications or payment faults)

Historical Alarms

Report Time: 12/13/2012 10:14:26AM PST
Sorted By: Time of Occurrence
From: 12/5/2012 12:00:00AM PST
To: 12/11/2012 11:59:59PM PST
Alarm Types: All
Area ID: All
Meter ID: All



Time Notified	Time Cleared	Meter ID	Location	Alarm Description	Alarm Type	State
12/10/2012 15:51	12/11/2012 9:57	590-00006	Oak	Smart Media Batch Not Present Ev	Minor	Raised
12/10/2012 11:09	12/10/2012 11:04	084-04100	Townsend	Cashbox Removed Alarm	Minor	Cleared
12/10/2012 11:09		084-04100	Townsend	Out Of Order	Severe	Raised
12/10/2012 11:09	12/10/2012 11:04	084-04100	Townsend	Cashbox Removed Alarm	Minor	Raised
12/10/2012 10:59	12/10/2012 10:58	084-04090	Townsend	Cashbox Removed Alarm	Minor	Cleared
12/10/2012 10:57	12/10/2012 10:56	084-03950	Townsend	Cashbox Removed Alarm	Minor	Cleared
12/10/2012 10:53	12/10/2012 10:52	084-03810	Townsend	Cashbox Removed Alarm	Minor	Cleared
12/10/2012 10:51	12/10/2012 10:51	205-06620	5th St	Cashbox Removed Alarm	Minor	Cleared
12/10/2012 10:49	12/10/2012 10:49	205-06220	5th St	Cashbox Removed Alarm	Minor	Cleared
12/10/2012 10:40	12/10/2012 10:39	084-03650	Townsend	Cashbox Removed Alarm	Minor	Cleared
12/10/2012 10:37	12/10/2012 10:37	084-03480	Townsend	Cashbox Removed Alarm	Minor	Cleared
12/10/2012 10:57	12/10/2012 10:36	084-03390	Townsend	Cashbox Removed Alarm	Minor	Cleared
12/10/2012 10:34	12/10/2012 10:34	084-03530	Townsend	Cashbox Removed Alarm	Minor	Cleared
12/10/2012 11:07	12/10/2012 10:30	084-03300	Townsend	Cashbox Removed Alarm	Minor	Cleared
12/10/2012 11:04	12/10/2012 10:28	084-03120	Townsend	Cashbox Removed Alarm	Minor	Cleared
12/10/2012 10:29	12/10/2012 10:28	084-03120	Townsend	Cashbox Removed Alarm	Minor	Cleared
12/10/2012 10:24	12/10/2012 10:23	204-05004	4th St	Cashbox Removed Alarm	Minor	Cleared
12/10/2012 10:24	12/10/2012 10:21	204-05006	4th St	Cashbox Removed Alarm	Minor	Cleared
12/10/2012 10:24	12/10/2012 10:20	204-05003	4th St	Cashbox Removed Alarm	Minor	Cleared

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Alternative Options

Pay by Cell

Duncan is able to offer our customers pay-by-cell services through a variety of the parking industry's leading service providers. Pay by cell phone technology is a low cost, low risk payment method.

Duncan has integrated our enforcement and meter products with companies offering pay-by-cell services such as ParkMobile, Pay-by-phone, and Verrus (Paybyphone). Payment by cell phone applications, such as Android and iPhone, can be integrated into the parking system as well.

There is a range of ways in which pay-by-cell may be offered as a service within a city. These include offering pay-by-cell as an "overlay service" whereby the motorist pays for parking with their cell phone based upon the zone, license plate or space in which they are parked. As a vehicle is enforced, the officer not only checks the parking meter to determine if the vehicle is non-compliant, but they also perform a secondary check using a wireless handheld device to confirm if a pay-by-cell payment is currently active.

In addition, Duncan has integrated our wireless single-space and multi-space meters with some of these pay-by-cell providers to offer a "push to meter service". In this configuration, upon completion of a successful transaction, the payment is sent to the parking meter in real-time. This then adds time to the meter which not only greatly simplifies the enforcement process, but also provides positive confirmation to the motorist at the meter. **Unlike many of our competitors, Duncan does not charge any per-transaction fees for this push to meter service.**

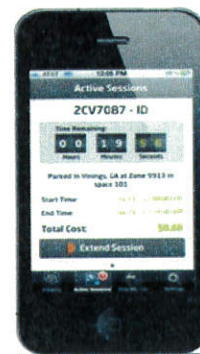
Regardless of whether an overlay or a push to meter configuration is selected, all of the typical pay-by-cell services including on-line billing, payment confirmation, expiry reminder, and optional payment top-up are available through Duncan and our partners.

Cell Phone Applications



Duncan has partnered with ParkMe to provide an intelligent parking guidance system. ParkMe's sole mission is to help drivers find and pay for parking. ParkMe brings accurate, real-time parking guidance to drivers across the world through digital devices they already use. The company achieves this by interfacing with a city's existing PARCS systems and on-street meters; there is no additional hardware to install. **They are the only company that offers this, and we offer it at zero cost to a city and its drivers.** ParkMe's smart parking solution offers a city these benefits and advantages:

Pay-By-Cell



Duncan interfaces with a number of pay-by-cell systems.



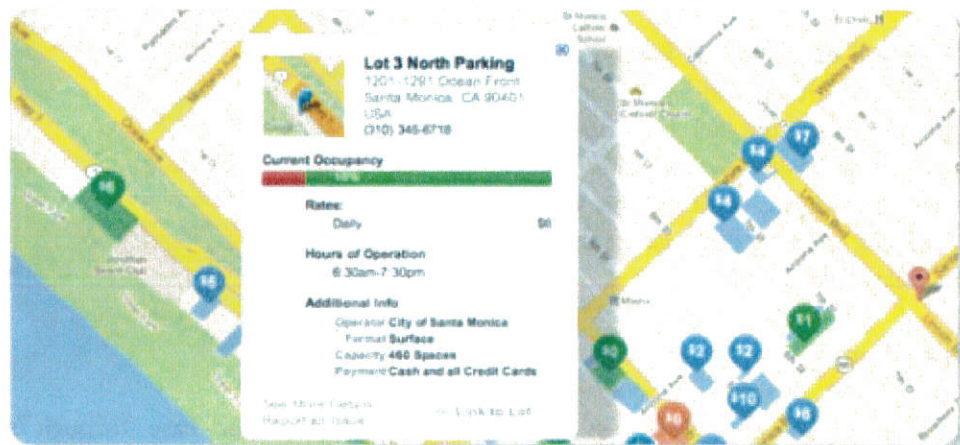
Unparalleled Real-Time Parking Guidance

No other parking solution shows drivers all available parking options – including metered street parking as well as garages and lots – without requiring the installation of costly sensor hardware. No other company possesses a parking database as large, complete, and comprehensive as ours.

World's Largest Parking Database

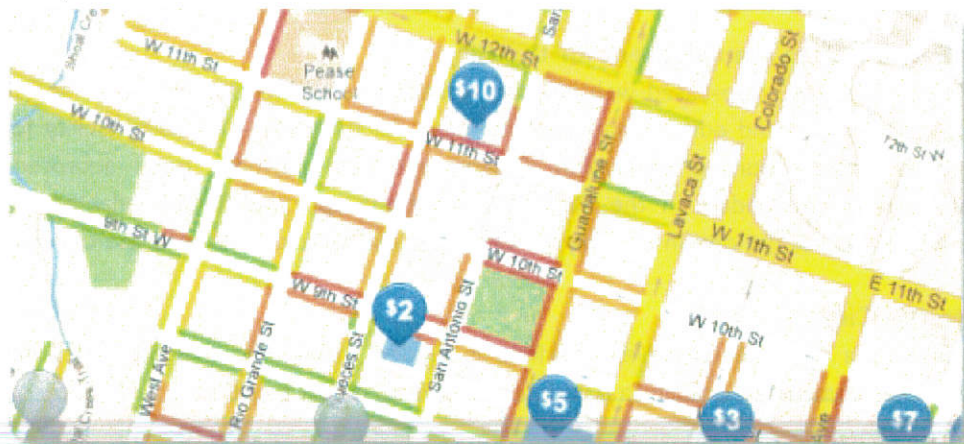
ParkMe possesses the best-in-class database of parking locations across North America, Canada, and Europe, spanning over 500 cities. The database also includes a comprehensive compilation of location-specific street parking rules, restrictions, and rates.

Real-Time, Off-Street Guidance



ParkMe has already integrated with many leading PARCS vendors to access real-time occupancy information for thousands of off-street parking facilities. We provide a vendor-agnostic service that can easily integrate with any PARCS system.

Real-Time, On-Street Guidance



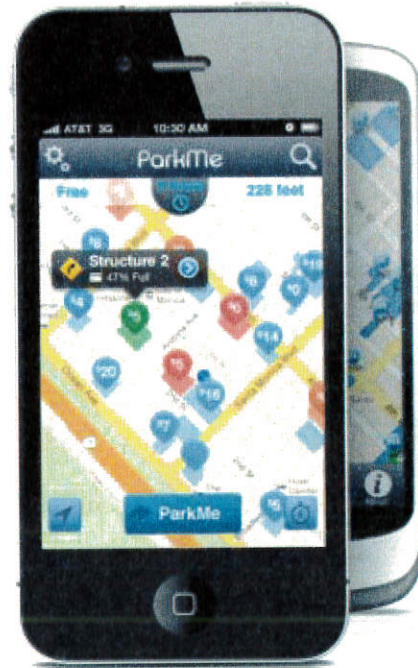
ParkMe is the only company offering real-time and predictive guidance for on-street parking with no need to install sensor hardware. ParkMe interfaces with a city's existing parking meter infrastructure to receive real-time data. Applying its proprietary algorithms



to this data, ParkMe determines the on-street locations where a driver is likeliest to find available parking at any given time.

Premier Smartphone App

ParkMe has developed the number one parking application in North America. This mobile app is the ultimate digital parking assistant for drivers. In addition to providing over 25,000 parking locations, the app helps drivers find the closest and cheapest available parking options in real time. It also includes a robust rate calculator that lets drivers compare standardized rates.



Web Map

ParkMe will provide an online map for the city's website that displays the city's real-time and static parking information. This lets the city offer the full functionality of ParkMe's technology and data via its own website. ParkMe can also collaborate with the city to promote this web map to local businesses, enabling them to easily direct their customers to parking near their establishments.

Enormous Audience

ParkMe is the largest disseminator of parking data in the world, accessible to millions of drivers. ParkMe cultivated this user base through strategic partnerships, frequent positive press and PR, extensive grassroots marketing, and word of mouth.

Multiple Distribution Channels

ParkMe's users can access ParkMe's real-time parking guidance through numerous channels, including smartphones, the web, and in-car navigation systems.

Effortless Parking Data Management for the City

ParkMe offers an intuitive, map-based web interface called the ParkMe Operator Dashboard, which lets a city easily maintain and edit its static parking data. All this data – including facility locations, entrance points, rates, hours of operation, facility type, and payment types accepted – will automatically appear and update in the ParkMe smartphone app and ParkMe-enabled navigation systems. The city also has the option of using the Operator Dashboard as its database of record.

No Cost to the City

ParkMe is free to a city and its drivers. ParkMe is funded through partnerships with navigation companies and car companies, enabling a solution that is at zero cost to cities.