



7737 Kenamar Court
San Diego, CA 92121
ipsgroup.com
858-4040-0607

NEW CUSTOMER AGREEMENT

Date Created:

12/06/2023

Created For:

City of Ann Arbor

AGREEMENT TO PURCHASE PARKING TECHNOLOGY AND RELATED SERVICES

This Agreement To Purchase Parking Technology And Related Services (“Agreement”) is made effective (the “Effective Date”), by and between the City of ANN ARBOR, a MUNICIPALITY (the “MUNICIPALITY”), and IPS GROUP, INC., a Pennsylvania corporation (“IPS”), with reference to the following:

RECITALS

- A. MUNICIPALITY is a duly organized and validly existing under the laws of the State of Michigan with the power to carry on its business as it is now being conducted under the statutes of the State of Michigan.
- B. IPS is a Pennsylvania corporation that is qualified to do business in the State of Michigan. IPS markets and supports a variety of parking technologies, hardware, software and related services.
- C. MUNICIPALITY and IPS desire to enter into this Agreement for IPS to deliver and setup its parking technology hardware (the “Equipment”) and related software services (the “Services”, and collectively “Equipment and Services”) to the MUNICIPALITY upon the terms and conditions set forth below. The Equipment and Services are described in Attachment A.

Now, therefore, the parties agree as follows:

TERMS AND CONDITIONS

1. Term of Agreement.

- 1.1. **Initial Term.** The term of the Agreement means the period from the Effective Date above and will be in effect for a period of five (5) years (“Initial Term”).
- 1.2. **Option to Extend.** MUNICIPALITY shall have the option to extend the term of the Agreement for five (5) additional one (1) year increments, for a total period of ten (10) years. MUNICIPALITY shall notify IPS of its intention to exercise the option to extend the Agreement at least ninety (90) days prior to the end of each such term, absent which the term shall automatically renew for the next one (1) year period.

2. IPS Services.

- 2.1. **Scope of Services.** IPS agrees to diligently undertake, perform, and complete all of the services described in Attachment A as directed by the MUNICIPALITY. In the case of any conflict, the Terms and Conditions section of this agreement shall supersede information contained in the Attachments or Exhibits contained herein.

3. MUNICIPALITY Services & Responsibilities. The MUNICIPALITY agrees to:

- 3.1. Make available to IPS any currently existing documents, data or information required for the performance of this Agreement, including any material updates therein.
- 3.2. Designate a representative authorized to act on behalf of the MUNICIPALITY.
- 3.3. Keep, at its own cost and expense, the Equipment in good repair, condition and working order, adhering to

any requirements for preventative maintenance.

- 3.4. Notify IPS of any need for customer service support or warranty repair work and will coordinate the return process with IPS.
- 3.5. Comply with applicable national, state, and local laws and regulations in any way relating to the possession or use of the Equipment and Services.

4. Equipment Delivery, Installation and Acceptance.

- 4.1. IPS shall deliver new, fully tested Equipment. No used or previously owned Equipment will be allowed unless otherwise agreed to in writing by the MUNICIPALITY.
- 4.2. Delivery and installation of all Equipment will take place during standard business hours.
- 4.3. Unless otherwise stated to the contrary, all prices for delivery of Equipment are FOB San Diego.
- 4.4. Unless otherwise notified in writing, the Equipment shall be deemed accepted by the MUNICIPALITY and to its satisfaction no later than ten (10) business days following completed installation or thirty (30) days following delivery, whichever occurs first.

5. Compensation

- 5.1. The MUNICIPALITY will compensate IPS for the IPS Equipment and Services, as set forth in Attachment A.
- 5.2. MUNICIPALITY further agrees to pay to IPS the amounts specified in Attachment A on a Net 30 basis from the date of invoice.
- 5.3. For any merchant accounts held by IPS for the benefit of the MUNICIPALITY, IPS shall be entitled to withhold any banking, interchange, gateway, convenience, service, merchant account, or other monthly fees when remitting a monthly net amount to the MUNICIPALITY.
- 5.4. Payment for the Equipment shall be due and paid upon delivery of each batch or invoiced line item of Equipment to the MUNICIPALITY.
- 5.5. MUNICIPALITY agrees to promptly notify IPS in writing of any dispute with any invoice, and those invoices for which no such notification is made within 10 business days after receipt of the respective invoice shall be deemed accepted by the MUNICIPALITY.
- 5.6. MUNICIPALITY shall pay interest on any invoices amounts with are unpaid after 45 days at a rate of 1.5% per month (18.0% per year, effective rate) and the maximum allowable by law, whichever is less, from the date such amounts become due. For amounts that are in excess of 90 days past due, MUNICIPALITY agrees to pay all costs incurred by IPS to collect any overdue amounts.
- 5.7. MUNICIPALITY is exempt from sales tax. IPS shall have the right to adjust Agreement pricing due to increases in Inflation as published by the US Bureau of Labor Statistics for All Items Consumer Price Index for All Urban Consumers (CPI-U) for the U.S. MUNICIPALITY Average compounded annually. Such pricing adjustments shall require 30 days' prior notice.

6. Risk and Title.

- 6.1. IPS shall bear risk of loss of the Equipment, including any damage sustained during transportation to the delivery site. Risk in the Equipment shall pass to MUNICIPALITY upon delivery. Transfer of title to Equipment shall only pass to MUNICIPALITY upon full payment for the Equipment.

7. Warranties.

- 7.1. MUNICIPALITY warrants that it shall not share usernames or passwords to allow any 3rd party, including but not limited to consultants, agents, or any other individuals, to gain access to Equipment and Services of any kind without the written permission of IPS. MUNICIPALITY further agrees to not do anything that could potentially compromise the security of IPS Equipment and Services or use IPS Equipment and Services in any manner which could violate local, provincial, state or federal law.
- 7.2. IPS'S 3RD PARTY SUPPLIERS PROVIDE SOFTWARE SERVICES "AS IS". THE EXTENT OF IPS'S LIABILITY FOR A WARRANTY CLAIM IS LIMITED TO THE REPAIR OR REPLACEMENT OF THE DEFECTIVE EQUIPMENT OR DEFECTIVE SOFTWARE SERVICE. IPS DOES NOT PROVIDE ANY WARRANTY OF ANY KIND WITH REGARDS TO 3RD PARTY EQUIPMENT, WIRELESS COVERAGE OR SOFTWARE SERVICES, WHETHER SUPPLIER IN CONNECTION WITH THIS AGREEMENT OR OTHERWISE. IPS'S 3RD PARTY SUPPLIERS AFFIRMATIVELY EXCLUDE ANY AND ALL OTHER WARRANTIES, CONDITIONS, OR REPRESENTATIONS (EXPRESS OR IMPLIED, ORAL OR WRITTEN), WITH RESPECT TO THE EQUIPMENT AND/OR SERVICES PROVIDED INCLUDING ANY AND ALL IMPLIED WARRANTIES OR CONDITIONS OF TITLE, MERCHANTABILITY, OR FITNESS OR SUITABILITY FOR ANY PURPOSE (WHETHER OR NOT IPS KNOWS, HAS REASON TO KNOW, HAS BEEN ADVISED, OR IS OTHERWISE IN FACT AWARE OF ANY SUCH PURPOSE) WHETHER ARISING BY LAW OR BY REASON OF CUSTOM OF THE TRADE.
- 7.3. The provisions of this Section will survive expiration or termination of this Agreement.

8. Intellectual Property and Ownership.

- 8.1. IPS represents and warrants that it owns or has acquired all requisite rights and licenses to use all intellectual property embodied, practiced or employed in IPS Equipment and Services being used by the MUNICIPALITY pursuant to this Agreement.
- 8.2. IPS hereby grants the MUNICIPALITY, including its departments, commissioners, officials, officers, employees, consultants, and agents (collectively, "MUNICIPALITY") all the rights and licenses required to use IPS Equipment and Services. Such rights and licenses are limited, non-assignable, non-transferable and non-exclusive, and solely for the MUNICIPALITY's internal use for the specific purposes of this Agreement.
- 8.3. All pre-existing and independently developed intellectual property (including copyrights), and any derivation thereof, including but not limited to designs, models, inventions, processes, methodologies, software, associated documentation, software upgrades, modifications and customizations, copyrightable material and other tangible and intangible materials authored, and combinations thereof, prepared, created, made, delivered, conceived or reduced to practice, in whole or in part, by IPS and provided to the MUNICIPALITY ("Pre-Existing and Independently Developed IP") will at all times remain the sole and exclusive property of IPS and/or its vendors. Nothing in this Section or elsewhere in this Agreement shall be construed as assigning, selling, conveying, or otherwise transferring any ownership rights or title in IPS's Pre-Existing and Independently Developed IP.

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- 8.4. IPS understands the nature of public information and the requirement for the MUNICIPALITY to adhere to all rules and laws that apply to public information, such as the Freedom of Information Act, Public Records Act(s), and the like. Should the Municipality be obliged to disclose any information relating to the Equipment, the Services or any Confidential Information concerning IPS, the Municipality undertakes to give IPS prior written notice of its intention to do so and to afford IPS sufficient time in which to launch injunctive proceedings.
 - 8.5. The MUNICIPALITY agrees that it shall not knowingly agree, whether directly or indirectly, to sell, loan or rent any equipment or allow any third party to gain access to Equipment, software, back-office software, reporting or documentation provided by IPS for any purpose, including but not limited to the purposes of inspection, benchmarking or reverse engineering or evaluation without the prior written consent of IPS, or as mandated by applicable law or any binding order of Court.
 - 8.6. The provisions of this Section will survive expiration or termination of this Agreement.

9. Confidential Information.

- 9.1. "Confidential Information" shall mean, without limitation, all strategic information, business plans, data, sketches, drawings, pictures, business records, customers lists, marketing plans, policies and procedures, pricing, product information, drawings, source code, API documentation, designs, specifications, information relating to processes, technologies, methodologies, concepts or theory and any or all other information which may be disclosed by the disclosing party to the recipient that may reasonably be considered to be proprietary and non-public data, including correspondence both written and verbal and identified as "confidential" or which could reasonably be determined as confidential.
- 9.2. The recipient acknowledges the competitive value and confidential nature of the Confidential Information and the damages that would result to the disclosing party if any such information were disclosed or misused, therefore, recipient will keep Confidential Information protected, utilizing the same level of care and discretion that is used by the recipient to protect similar sensitive information, and shall not be disclosed by the recipient in any manner whatsoever.
- 9.3. The recipient shall have no non-disclosure obligation hereunder with respect to any Confidential Information which (A) has been legally made public, other than by acts of the recipient in violation of this Agreement or (B) was or becomes independently known or available to the recipient, on a non-confidential basis, from a source other than the disclosing party and which is not subject to any restrictions or disclosure or (C) is independently developed by the receiving party, such independent development being reasonably documented or (D) is disclosed with written permission by the disclosing party or (E) is obligated to be produced where required by a court order.
- 9.4. The recipient shall notify the disclosing party promptly of any loss, misuse or misappropriation of the Confidential Information. Recipient agrees that no license, either expressed or implied, is hereby created or granted to recipient by disclosing party to use any of the Confidential Information. All rights and title to the Confidential Information shall remain in the disclosing party.

10. Dispute Resolution.

- 10.1. If any dispute arises out of or relates to this Agreement, or the breach thereof, the parties agree to meet and

confer and negotiate in good faith prior to initiating a suit for damages. However, this Section does not prohibit the filing of a lawsuit to toll the running of a statute of limitations or to seek injunctive relief. Either party may make a written request for a meeting between representatives of each party within 14 calendar days after receipt of the request or such later period as agreed by the parties. Each party shall include, at a minimum and to the extent possible, one senior level individual with decision making authority regarding the dispute. The purpose of this and any subsequent meeting is to attempt in good faith to negotiate a resolution of the dispute.

11. Termination of Agreement for Cause.

11.1. If either the MUNICIPALITY or IPS violates any material term or condition of this Agreement or fails to fulfill in a timely and proper manner its obligations under this Agreement, then the aggrieved party may give the other party (the “responsible party”) written notice of such failure or violation. The responsible party will correct the violation or failure within 30 calendar days or as otherwise mutually agreed. If the failure or violation is not corrected, this Agreement may be terminated immediately by written notice from the aggrieved party. The option to terminate will be at the sole discretion of the aggrieved party and shall not affect the aggrieved party’s right to claim damages.

12. Termination of Agreement for Convenience.

12.1. The MUNICIPALITY may terminate this Agreement for convenience upon ninety (90) days written notice of such termination. Upon a termination for convenience, MUNICIPALITY waives any claims for damages, including but not limited to loss of anticipated revenues or profits. As IPS's sole remedy and MUNICIPALITY's sole liability, MUNICIPALITY will pay IPS in full for all outstanding invoices for Equipment provided and Services rendered on or before the date of termination for convenience, as well as reasonable costs incurred by IPS related to the labor, both direct and indirect, and materials used specifically in the process of terminating the Agreement for convenience.

13. Insurance

13.1. IPS agrees to obtain and maintain during the term of this Agreement the following minimum insurance. Certificates of Insurance: Prior to commencing work under the Agreement, IPS agrees to furnish Certificates of Insurance coverage through its contractor, myCOI. IPS shall add registration@mycoitracking.com to its safe sender’s list so that it will receive necessary communication from myCOI. When requested, IPS shall provide the same documentation for its subcontractors. The premiums for such insurance shall be paid by IPS. Such insurance policies, including those required by this Agreement, as will protect itself and MUNICIPALITY from all claims for bodily injury, death, or property damage that may arise under this Agreement; whether the act(s) or omission(s) giving rise to the claim were made by IPS, IPS’s subcontractor, or anyone employed by IPS or IPS’s subcontractor directly or indirectly. Prior to commencement of work under this Agreement, IPS shall provide documentation to the MUNICIPALITY demonstrating IPS has obtained the policies and endorsements required by this Agreement.

13.2. Commercial General Liability.

- i. Minimum Limits: IPS shall obtain minimum limits of \$1,000,000.00 each occurrence for bodily injury and property damage, \$1,000,000.00 general aggregate, \$1,000,000.00 products/completed operations aggregate, and \$1,000,000.00 personal and advertising injury. The general aggregate limit shall apply on a "Per Project" basis. These minimum limits may be obtained by a primary liability policy, umbrella/excess liability policy, or any combination thereof.
- ii. Additional Insured: If IPS is required to indemnify certain parties, then IPS shall include such indemnified parties as additional insureds under its Commercial General Liability Policy for liability due to IPS's negligence resulting from IPS's work for the indemnified parties. A copy of the additional insured endorsement shall accompany IPS's certificate of insurance.

13.3 Automobile Liability, including bodily injury and property damage coverage.

- i. Minimum Limits: IPS shall obtain minimum limits of \$2,000,000.00 each occurrence for all owned, hired, and non-owned vehicles written on a policy form equivalent to Insurance Services Office coverage form CA 0001. These minimum limits may be obtained by a primary liability policy, umbrella/excess liability policy, or any combination thereof.

13.4 Workmen's Compensation. IPS shall obtain Worker's Compensation in accordance with Federal and State Laws for all States in which work is performed.

- i. Waiver of Subrogation: IPS shall provide a waiver of subrogation with respect to workers compensation in favor of the MUNICIPALITY. A copy of the endorsement shall be attached to the certificate of insurance.

13.5 Employer's Liability Coverage. IPS shall obtain Employers Liability Coverage of at least \$1,000,000.00 each accident, \$1,000,000.00 disease policy limit and \$1,000,000.00 disease each employee.

13.6 Professional [E&O], Data Breach, and Cyber Liability. IPS shall maintain Professional (E&O), Data Breach Liability, and Cyber Liability coverage in the amount of not less than \$2,000,000.00 per claim. Coverage may be written on a claims made basis.

13.7 Cancellation: IPS shall provide to the Municipality 30 days' notice in the event of cancellation, termination, or non-renewal without replacement of any required insurance policy. This notice shall be 10 days in the event cancellation for non-payment of premium.

13.8 Carrier Rating: All carriers must have an AM Best rating of no less than A IX.

13.9 Commercial General Liability Insurance and Motor Vehicle Liability Insurance (if required by this Agreement) shall be considered primary as respects any other valid or collectible insurance that the City may possess, including any self-insured retentions the City may have; and any other insurance the City does possess shall be considered excess insurance only and shall not be required to contribute with this insurance. Contractor agrees to waive any right of recovery by its insurer against the City for any insurance listed herein.

14. Indemnification and Limits of Liability

14.1. IPS agrees to defend with counsel reasonably acceptable to the MUNICIPALITY and indemnify MUNICIPALITY, its elected and appointed officials, officers, agents, employees, contractors and agents (collectively, the "Indemnified Parties") from and against losses, claims, expenses (including, but not limited to, reasonable attorneys' fees), costs, liabilities or damages (collectively, "Losses") arising from IPS's breach of its obligations under this Agreement, arising from IPS's acts or omissions, for any Losses incurred by or asserted against any one or more or all of the Indemnified Parties by reason of damage to property or injury to, or death of, any person, caused by the acts, omissions, or negligence of IPS, its employees, agents or contractors. IPS shall not be responsible for any Losses attributable to acts, omissions, or negligence of the Indemnified Parties, including misuse or abuse of IPS Equipment and Services, nor for any Losses arising directly or indirectly caused by acts of vandalism.

14.2. Notwithstanding the foregoing, this indemnification shall not apply to claims made by third parties in instances in which (a) IPS simply followed the directions or instructions provided by MUNICIPALITY; (b) MUNICIPALITY changed, modified or altered the services rendered or tasks performed by IPS such that, absent MUNICIPALITY's actions, no such claims would have been brought against IPS and/or MUNICIPALITY; or (c) the claims asserted by a third party derive from the combination of technology and/or intellectual property of IPS when used with MUNICIPALITY's owned or licensed technology and/or intellectual property such that, absent such combination, no such claims could have independently been brought by or against IPS.

14.3. In order for MUNICIPALITY to obtain the indemnification from IPS specified herein, MUNICIPALITY must: (a) promptly notify IPS in writing of the claims for which indemnification is sought; (b) provide IPS with copies of all pleadings, writings and documents pertaining to such claim; (c) permit IPS to control the defense of such claim and all settlement discussions in regards to resolving such claim; and (d) provide reasonable cooperation to IPS in regards to the litigation or negotiation of a resolution of such claim. Notwithstanding the foregoing sentence, IPS will not enter into any settlement without MUNICIPALITY's prior written consent, unless all third party claims against MUNICIPALITY are released without any further liability on MUNICIPALITY's part. This paragraph shall survive the termination or expiration of this Agreement.

14.4. Nothing in this Agreement shall constitute any form of real or implied revenue guarantee by IPS.

14.5. NOTWITHSTANDING ANYTHING CONTAINED IN THIS AGREEMENT TO THE CONTRARY, IN NO EVENT SHALL EITHER PARTY BE RESPONSIBLE FOR SPECIAL, INDIRECT, INCIDENTAL, CONSEQUENTIAL, EXEMPLARY OR PUNITIVE DAMAGES OF ANY KIND OR NATURE, INCLUDING WITHOUT LIMITATION, LOST PROFITS, LOST REVENUES, ANTICIPATED RENVUES OR OTHER MONETARY LOSS, ARISING OUT OF OR RELATED TO THIS AGREEMENT AND ANY ACTIONS OR OMISSIONS WITH RESPECT THERETO, WHETHER OR NOT ANY SUCH MATTERS OR CAUSES ARE WITHIN A PARTY'S CONTROL OR DUE TO NEGLIGENCE OR OTHER FAULT ON THE PART OF A PARTY, ITS AGENTS, AFFILIATES, EMPLOYEES OR OTHER REPRESENTATIVES (INCLUDING ANY CLAIMS ARISING FROM INTERRUPTION OF OR OTHER DEFICIENCIES IN WIRELESS OR INTERNET SERVICES), AND REGARDLESS OF WHETHER SUCH LIABILITY ARISES IN TORT, CONTRACT, BREACH OF WARRANTY OR OTHERWISE. THE TOTAL CUMMULATIVE LIABILITY INCURRED BY IPS IN CONNECTION WITH THIS AGREEMENT SHALL BE SOLELY LIMITED TO THE AMOUNT PAID TO IPS IN AN AMOUNT EQUAL TO THE PRECEDING 12 MONTHS TOTAL FEES PRIOR TO THE CLAIM.

14.6. Both Parties acknowledge that the Limitations of Liability set forth above are fundamental elements of this Agreement, without which neither Party would not have entered into this Agreement.

15. **Liens and Taxes.**

15.1. MUNICIPALITY shall keep the Equipment free and clear of all levies, liens, and encumbrances, except those created by this Agreement. MUNICIPALITY shall pay, when due, all charges and taxes (local, state, and federal), which may now or hereafter be imposed in conjunction with this Agreement.

16. **Notices.**

16.1. All notices under this Agreement must be in writing, shall refer to the title and effective date of this Agreement, and shall be sufficient if given personally, sent and confirmed electronically, or mailed certified, return receipt requested, postage prepaid, and at the address hereinafter set forth or to such address as such party may provide in writing from time to time. Any such notice will be deemed to have been received five days subsequent to mailing. Notices shall be sent to the following addresses:

IPS:
IPS GROUP, INC.
ARBOR, MI
7737 Kenamar Court
San Diego, CA 92121
ATTN: Chad Randall
Chad.randall@ipsgroupinc.com
Tel: 858-404-0607
ext. 41107

ANN ARBOR:
CITY OF ANN

301 E. Huron St.
Ann Arbor, MI 48104
ATTN: John Fournier
Jfournier@a2gov.org
Tel: 734-794-6110

And a copy to
The Ann Arbor City
Attorney's Office
301 E. Huron St.
Ann Arbor, MI 48104

17. Relationship of the Parties.

17.1. This Agreement shall not be construed as creating an agency, partnership, joint venture or any other form of association between the parties, and both Parties shall be and remain independent entities. Neither Party has the right or authority, express or implied, to assume or create any obligation of any kind, or to make any representation or warranty, on behalf of the other Party or to bind the other Party in any respect whatsoever, except as otherwise provided in this Agreement.

18. Assignment.

18.1. Should the MUNICIPALITY enter into an agreement with a third party for parking operations during the term of this Agreement, IPS shall provide that operator the same rights, terms, and conditions as included in this Agreement. Such assignment shall not be effective unless and until the MUNICIPALITY has provided notice to the IPS of such assignment, and any such third party will be required to adhere to all terms and conditions contained herein.

18.2. IPS may not assign, hypothecate or transfer this Agreement or any interest therein directly or indirectly, by operation of law or otherwise without the prior written consent of MUNICIPALITY, which shall not be unreasonably withheld.

19. General Provisions.

19.1. Waiver. A waiver of any breach of this Agreement shall not be deemed a waiver of any subsequent breach of the same or any other term, covenant or condition of this Agreement. No delay or failure on the part of either Party to insist on compliance with any provision of this Agreement shall constitute a waiver of such Party's right to enforce such provision, no matter the length of the delay. In the case of any granted waiver by the consenting Party, which must be provided in writing, such waiver shall not constitute a waiver of the same obligation or any other obligation under this Agreement.

19.2. Modification or Amendment. No oral modifications shall be effective and nothing shall be deemed as a modification of this Agreement unless provided in writing and signed by both Parties.

19.3. Entire Agreement. This Agreement sets forth the entire agreement between the Parties with respect to the subject matter hereof. Understandings, agreements, representations or warranties not contained in this Agreement, or as written amendment hereto, shall not be binding on either Party. Except as provided herein, no alteration of any terms, conditions, delivery, price, quality or specifications of this Agreement shall be binding on either party without the written consent of both Parties.

19.4. Injunctive Relief. The Parties agree that a breach of the obligations in Section 8 ("Intellectual Property and Ownership") and Section 9 ("Confidential Information") may cause irreparable harm to the

affected party, the amount of which would be impossible to ascertain, and that there is no adequate remedy at law. Notwithstanding the provisions of Section 10 (“Dispute Resolution”), and in addition to any other rights and remedies it may have, the affected Party shall have the right to obtain an injunction from a court of competent jurisdiction restraining such breach or threatened breach and to specific performance of any provision of this Agreement, and both Parties agree that no bond or other security shall be required in obtaining such equitable relief and consents to the issuance of such injunction and to the ordering of specific performance without proof of actual damages.

19.5. **Integration.** This Agreement may be executed in multiple counterparts each of which shall be deemed an original, but all of such taken together shall constitute only one Agreement, superseding all prior understandings, oral or written; and it is expressly understood, and that this Agreement does not obligate either party to enter into any other or further agreements.

19.6. **Governing Law.** This Agreement shall not be construed against either Party regardless of which Party drafted it. This Agreement shall be construed and enforced according to the laws of the State of Michigan without regards to conflict-of-laws principles, and all local laws, ordinances, rules, and regulations.

19.7. **Venue and Jurisdiction.** The MUNICIPALITY and IPS agree that the venue shall be in Washtenaw County, MI. Any litigation arising out of this Agreement may only be brought in either the United States District Court, or the Superior Court of Michigan, County of Washtenaw appropriate. The Parties agree that venue exists in either court, or each Party expressly waives any right to transfer to another venue. The Parties further agree that either court will have personal jurisdiction over the Parties to this Agreement.

19.8. **Force Majeure.** If any Party is prevented from performing its obligations stated in this Agreement by any event not within the reasonable control of that Party, including, but not limited to, acts of God, war, civil disturbance, insurrection, civil commotion, destruction of production facilities or materials by earthquake, fire, flood or storm, labor disturbances including strikes or lockouts or epidemic, and failures of public utilities (such as internet, cellular network, and electricity), it shall not be in default in the performance of its obligations stated in this Agreement. Provided, however, any Party delayed by such an event shall request an extension of time to perform its obligations stated in this Agreement by notifying the Party to which it is obligated within ten days following the event. If the notified Party agrees that the event was the cause of the delay, the time to perform the obligations stated in this Agreement shall be extended by the number of days of delay caused by the event. If the required notice is not given by the delayed Party, no time extension shall be granted. If any event of force majeure exists for a continuous period of more than 120 days, then either Party shall be entitled to terminate this Agreement without being liable for any claim from the other Party.

19.9. **Severability.** If any provision in this Agreement subsequently is determined to be invalid, illegal or unenforceable, that determination shall not affect the validity, legality or enforceability of the remaining provisions stated in any section or sub-section of this Agreement unless that effect is made impossible by the absence of the omitted provision.

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- 19.10. Authorization. Both Parties represent and warrant that the person executing this Agreement on behalf of each Party is an authorized agent who has actual authority to bind each Party to each and every term, condition, and obligation of this Agreement and that all requirements of each Party have been fulfilled to provide such actual authority.
- 19.11. Determination. Notwithstanding anything to the contrary, should either Party be required to make any determination in terms of this Agreement, such determination shall be made in a reasonable and objective manner without undue delay.
- 19.12. Binding Document. The MUNICIPALITY and IPS each binds itself, its partners, successors, assigns, and legal representatives to the other Party hereto in respect to all covenants, conditions, and obligations contained in the Agreement.
- 19.13. Section Headings. All section headings in this Agreement are for the convenience of reference and are not intended to define or limit the scope of any provision of this Agreement.
- 19.14. Survival of Provisions and Obligations. Any provision of this Agreement, which by its nature must be exercised after termination of this Agreement, will survive termination and remain effective for a reasonable time. Any obligation that accrued prior to termination of this Agreement will survive termination of this Agreement.

Signature page to follow:

In witness whereof, the parties have caused this Agreement to be executed the day and year first above written.

MUNICIPALITY:

IPS GROUP, INC.,
a Pennsylvania corporation

By: _____
Brian Webber
General Counsel

FOR THE CITY OF ANN ARBOR

By _____
Christopher Taylor, Mayor

By _____
Jacqueline Beaudry, City Clerk

This ___ day of _____, 20___

Approved as to substance

By _____
Milton Dohoney Jr., City Administrator

Approved as to form and content

Atleen Kaur, City Attorney



ATTACHMENT A

SCOPE OF WORK

PRODUCTS & SERVICES

Date Created:
1/9/2023

Created For:
Ann Arbor, MI

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SCOPE OF WORK: PRODUCTS & SERVICES



ENFORCEMENT MANAGEMENT SYSTEM

IPS will provide and install our Enforcement Management System (EMS). The system will allow the CITY OF ANN ARBOR to manage every step of the citation lifecycle including citation issuance and processing, adjudication, appeals, hearings, and payment processing. As a secure, cloud-based application, the Enforcement Management System provides real-time access to authorized users from any web-enabled device, 24/7. EMS full reporting suite is included. No local hardware is required.

- **Hardware Requirements:** The Enforcement Management System is secured in a private cloud environment; no installation is required. The EMS can be accessed via any web-enabled device.
- **Operating System Software Requirements:** An internet browser is the only tool required to access the system. Windows and Apple iOS are typical.
- **Browser Requirements:** Any current internet browser will be sufficient to access the EMS. MS Edge, Mozilla Firefox, Google Chrome, and iOS-supported browsers are all compatible, including mobile phone browsers.

The CITY OF ANN ARBOR has a contract with the UNIVERSITY OF MICHIGAN for citation processing services. The CITY and the UNIVERSITY will issue citations, process payments and adjudications, and facilitate other citation processing services all under one agency. The City and the University have a separate contract in place allowing the University to have access to the Mobile Enforcement Application. The CITY OF ANN ARBOR will bill the UNIVERSITY OF MICHIGAN directly for any services. IPS will only bill the City.

IPS will provide the hardware and materials listed below. If the CITY OF ANN ARBOR or the UNIVERSITY OF MICHIGAN is supplying any of the hardware, it must meet the specifications and requirements provided by IPS.

HARDWARE & MATERIAL LIST

Mobile Printer: (24) Seiko MP-B30L Bluetooth printer

Handheld Devices: Samsung or iPhone (To be provided by the customer)

Printer Paper: Customer Paper, (1) Ann Arbor and (1) University of Michigan Template

Point-of-Sale: N/A

CITATION ISSUANCE

The CITY OF ANN ARBOR and the UNIVERSITY OF MICHIGAN will issue citations via the Mobile Enforcement System application. All citation data is transferred to the Enforcement Management System in real time. Citations then enter the processing lifecycle, which is customized to the business rules which are outlined below.

Violations will be set up to include both schedules from the CITY and the UNIVERSITY. The citations will be available to both enforcement groups, but will be uniquely coded.

CITATION ACTIVITY

Below is a table of approximate annual citation and associated activity volume based on data and reports provided by the CITY OF ANN ARBOR.

Item	Annual Volume
Citations Issued Per Year:	90,000
Permits Purchased Per Year	1,400
Registered Owner Look-Ups	5,500
Delinquent Notice Letters Sent	30,585
# of Online Credit Card Payments	57,397

CITATION PAYMENTS

All citations issued by the CITY and the UNIVERSITY will be available to be paid online, in-person, or through standard mail. IPS will set up the online citation payment portal, accessible from the CITY OF ANN ARBOR website, to allow easy access for violators to review and pay citations. The payment portal will allow the following credit cards: VISA, MasterCard, Discover, and American Express through the IPS PCI Level 1 compliant credit card gateway. The CITY OF ANN ARBOR will be responsible for providing the merchant account.

Additionally, the City will accept cash, check, and credit card payments in the office. They will accept payment for both City and University issued citations. The city will provide their own point-of-sale system that will function outside of the Enforcement Management System.

The city will also accept mail in payments. These payments will be mailed directly to the city and will be processed by the city.

ONLINE APPEALS AND ADJUDICATION MANAGEMENT

The online payment portal will also include the ability for violators to review and process an appeal with the CITY OF ANN ARBOR. Administrators will have the ability to complete the adjudication process within the Enforcement Management System. IPS will work with the CITY OF ANN ARBOR to set up all correspondence emails and processes associated with the adjudication process.

The parking referee's will utilize the current standard adjudication management workflow within the Enforcement Management System. Post implementation, IPS will review the features and development as noted in the *Additional Features and Development* section.

REGISTERED OWNER RETRIEVAL

The Enforcement Management System interfaces with NLETS (the National Law Enforcement Telecommunications Service) and various DMVs to obtain vehicle registration information. If IPS will be utilizing NLETS, the CITY OF ANN ARBOR is responsible for providing IPS with an agency ORI number. IPS will work with CITY OF ANN ARBOR to determine when and how often registered owner information is to be obtained.

DELINQUENT NOTIFICATIONS / LETTERS

IPS will be providing the CITY OF ANN ARBOR with delinquent notice processing services. IPS will work with the CITY OF ANN ARBOR to finalize letter templates, verbiage, and scheduling. Notices are printed in color and provide important information to the public regarding the citation details and instructions to submit payment. All notices, letters, and postage are provided by IPS and mailed using first-class mail. All notices and letters are formatted to accommodate custom #10 window envelopes with a printed address.

CITATION DATA CONVERSION

IPS will provide a conversion of existing citation data from CITY OF ANN ARBOR's current citation management system, Passport. The CITY OF ANN ARBOR will provide IPS will specifics on which data needs to be converted to the IPS Enforcement Management System and what rules need to be applied (if any). Once started, the data conversion will take 2-3 weeks to complete. IPS will work with the CITY OF ANN ARBOR on appropriate timing to not interfere with current operations and the City of Ann Arbor experience.

INTEGRATIONS

IPS will configure the following third-party integrations with the Enforcement Management System.

Meter Vendor: T2 / Digital Iris

Mobile Pay Vendor: Passport (ePark)

LPR Vendors: N/A

City Court / Accounting Management Software: N/A

Collections Agency: N/A

Both T2/Digital and Passport payments are Pay-by-Space and will be displayed on the handheld enforcement device as such. Zones will be displayed based on the data received from each vendor.

ADDITIONAL FEATURES & DEVELOPMENT

Towing Management

- Towing
- Online customer view of citations linked to tow
- In-field payment capability
- Parity - level functionality with current tow system/interface

Reporting

- Estimated 2-5 new reports:
- Focus on division of Ann Arbor vs University of Michigan citation and payment data
- Reports: Citation analytics and payment data

Adjudication

- Auto-assignment or manual assignment to referees (adjudication officers). Ability for a referee/hearing officer to be auto assigned to a appeal request once it has been submitted or the ability for a referee to be manually assigned to an appeal request.
- Referee workload balance - automated ticket distribution logic. Creation of a que based system (similar to an IT ticket system) that show all requests with status and current referee assignment.

PERMIT MANAGEMENT SYSTEM

IPS will provide the CITY OF ANN ARBOR with a complete Permit Management Solution via a web-based system available 24/7. The Permit Management Solution will include both a public-facing City of Ann Arbor portal as well as an administrative management portal. The CITY OF ANN ARBOR will be responsible for completing a permit system setup document along with providing basic contact information, users, and logos/graphics for the public portal.

The CITY only issues residential permits at this time. Residents are only permitted to purchase a permit for the zone that they currently live in. Proof of residency must be provided at the time of application. A single family home is allowed up to 5 permits and 1 visitor pass. A multi-family home is allowed up to 10 permits and no visitor passes. Permit volumes must be tracked per address.

ONLINE PERMIT PORTAL

IPS will set up the online permit portal and it will be configured to accept payments for all first-time and ongoing permit holders. The payment portal will allow for the following credit cards: VISA, MasterCard, Discover, and American Express through the IPS PCI Level 1 compliant credit card gateway. The CITY OF ANN ARBOR will be responsible for providing the merchant account.

The CITY OF ANN ARBOR will use the Permit Management System to issue and manage Residential Parking Permits to their customers. The city will be using physical permits (stickers/tags) and will be responsible for distributing these. The CITY OF ANN ARBOR will need to supply a list of all residential parking zones and addresses along with rules to incorporate into the public portal.

INTEGRATIONS

IPS will set up the following integrations within the IPS Ecosystem. These integrations are standard and included at no additional costs.

IPS Enforcement Management System

IPS Data Aggregator

Additionally, IPS will configure the following third-party integrations with the Permit Management System.

Mobile/Fixed LPR: N/A

Accounting Management Software: NA

ADDITIONAL FEATURES & DEVELOPMENT

Residential Permits

- Permits organization by
 - Permit Type (Residential)
 - Subtype (Address)
 - Zone (Ann Arbor zones)

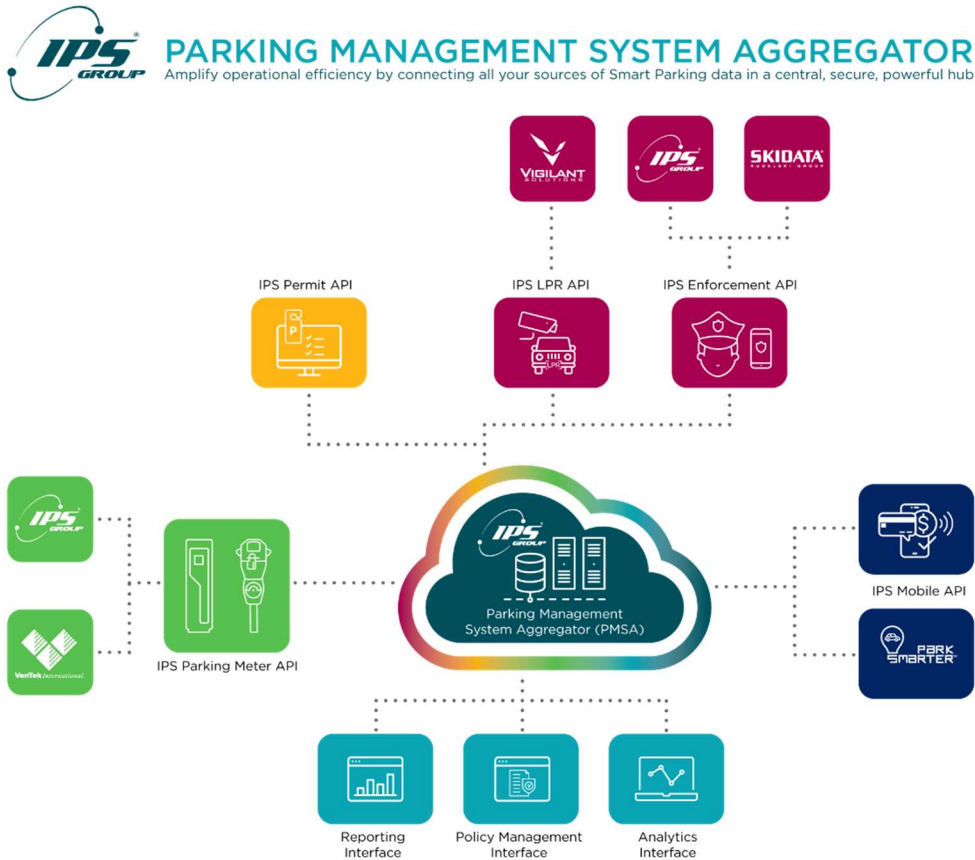
- Additional customizations
 - To be determined once the client has determined business and operational direction with the new system.

Development Timelines:

- IPS requires a 90-day lead time on development prior to the go-live date of the affected system. Additional scope of work documentation may be required dependent upon the complexity of the desired customization and if the development resource/time allocation exceeds that of which is included in this proposal.

THIRD-PARTY SYSTEM INTEGRATION MANAGEMENT

At no additional cost, IPS will provide our Parking Management System Aggregator. This tool can be used as the policy engine to manage multiple vendors and consolidate reporting on trends, productivity, and performance. The Parking Management System Aggregator connects all IPS Solutions with modules, data intelligence, and an enhanced user interface design that improves the management of parking networks anywhere, at any time.



CLIENT SUPPORT

IPS understands that ongoing support is a critical element of any successful project and the basis of a long-term partnership. IPS is uniquely positioned to provide support services that will translate into the most responsive and comprehensive service offering available. The CITY OF ANN ARBOR's designated Client Success Team will include a Client Support Manager who understands all the intricacies of your project. The CITY OF ANN ARBOR will receive all the following support:

- **24/7 Telephone Help Desk & Ongoing Support:** Client service resources with in-depth system knowledge around the clock to ensure you get what you need, fast. Our team of experts is available via a telephone-based help desk during normal business hours from 8 a.m. to 5 p.m. Pacific Time, Monday through Friday. IPS will also provide after-hours / emergency technical support to maintain constant coverage. Upon execution of the contract, IPS will provide contact information for all IPS senior staff. IPS Client Services can be reached toll-free at (858) 568-7648, or at customersupport@ipsgroupinc.com for non-emergencies.
- **Live Chat Capabilities (Enforcement):** The Enforcement Management System features Live Chat in addition to service by phone.
- **User Manuals and Training Materials:** The DMS and EMS provide online help tools including product manuals, FAQs, "how-to" training videos, and more. These tools are accessible online for authorized CITY OF ANN ARBOR users.
- **Technical Resources:** As both the designer and manufacturer of its smart parking technology, IPS will designate technical resources including a team of hardware/software engineers, database administrators, and web/data-integration engineers for additional support.
- **Personalized Follow-Up Meetings:** Once implementation is complete, a conference call between the CITY OF ANN ARBOR and the IPS Project Team will be held to discuss the wrap-up of the implementation and ensure all project criteria have been met and accepted by the CITY OF ANN ARBOR. IPS Account Managers will host periodic check-in meetings can to discuss progress or additional concerns as needed.

TRAINING

IPS will provide all necessary training (both onsite and remote) as required including additional and customized sessions before and after deployment. Additionally, IPS will provide multiple trainers if necessary. Most IPS training sessions are a combination of onsite classroom training and hands-on use of technology. Manuals are provided for reference material. As new features are deployed, additional training sessions will be established at mutually agreeable times to provide updates and refresher training. The following pages include IPS' standard training subjects that are included for the CITY OF ANN ARBOR's training.

ENFORCEMENT AND PERMITTING TRAINING

TRAINING SUBJECT: ENFORCEMENT	
Element	Description
Subject Matter	Training will demonstrate meter flexibility and configuration options that can be used to make enforcement as easy as possible.
Primary Audience	Enforcement Staff / Supervisors, Adjudication Staff
Training Hours per Student	1-2 hours per session
Students Eligible to Train	8-10 per session, no limit to number of total students
Proposed Schedule	Post-installation
Location of Training	Enforcement staff offices or location TBD by CITY OF ANN ARBOR
Training Provided By	IPS Field Service Technician

TRAINING SUBJECT: ENFORCEMENT MANAGEMENT SYSTEM (EMS)	
Element	Description
Subject Matter	To introduce Agency staff to the Enforcement Management System (EMS) used to track the entire lifecycle of parking citations. Training includes reviewing citation data, adjudication, payment, DMV communications, and reporting. Training includes an overview of the various system functions related to citation changes and updates. Session also includes FAQs and Q&A sessions.
Primary Audience	Office staff responsible for public inquiries and any Agency employee needing access to citation information.
Training Hours/Student	1-2 hours per session
Students Eligible to Train	No limit to the number of total students
Proposed Schedule	Before and during the installation
Location of Training	Agency determined location TBD by CITY OF ANN ARBOR
Training Provided By	IPS System Support Specialist/Local Field Service Technician

TRAINING SUBJECT: HANDHELD HARDWARE/MOBILE ENFORCEMENT SYSTEM (MES)

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

TRAINING SUBJECT: FINANCE / ACCOUNTING / AUDIT / ADJUDICATION

Element	Description
Subject Matter	To provide an overview of the Enforcement Management System, reporting capabilities covering all financial reports, credit card settlement, coin reconciliation, and transaction details.
Primary Audience	Operations Supervisors/Managers, Administration, Data Analysts, Finance & Accounting Managers
Training Hours/Student	1-2 hours per session
Students Eligible to Train	8-10 per session, no limit to the number of total students
Proposed Schedule	One week before installation and one week after installation
Location of Training	Location TBD by the CITY OF ANN ARBOR
Training Provided By	IPS Client Support and Local Field Service Technician

IMPLEMENTATION TIMELINE

The target timeline listed below is relative to the Notice to Proceed (“NTP”) that the City of Ann Arbor will give to IPS upon receipt of a fully executed contract. Many of these activities happen in parallel. Below is a standard installation/implementation timeline.

TASK		
Phase I: Contract & Negotiations	Timeline	Notes
Develop & Finalize Scope	In Progress	
Final documents, legal review, approvals & signature	5-10 Days from NTP	
Execute Contract	3-5 Days from Submission	
Order Processed	5-10 Days from Contract Execution	
PHASE II: Project Initiation	Timeline	Notes
Project Kick-Off Call	10-15 Days	
<ul style="list-style-type: none"> ▪ Bi-weekly Project Call Set Up ▪ Order Review and Confirmation ▪ Key Points-of-Contacts 		
Hardware Orders Submitted	10-15 Days	
<ul style="list-style-type: none"> ▪ Printers / Citation Paper 		
PHASE III: Configuration	Timeline	Notes
Establish Implementation Schedule	15-30 Days	
EMS/PTMS Account & User Setup	15-30 Days	
Citation Paper Template Setup & Approval	15-30 Days	
Merchant Account Setup		
<ul style="list-style-type: none"> ▪ Citation Payments ▪ Permit Payments 	30-45 Days	
Review City of Ann Arbor Provided Violations and Escalation Rate Configurations	30-45 Days	
Review City of Ann Arbor Provided Permit Configurations	30-45 Days	
Integration Review	45-60 Days	
Integration Configuration	60-90 Days	
Transaction & Integration Testing	60-90 Days	
Printer & Paper Delivery	60-90 Days	
PHASE IV: Training	Timeline	Notes
Enforcement Management System	60-90 Days & Ongoing	On-Site/Remote
Handheld Enforcement Application	60-90 Days & Ongoing	On-Site/Remote
Permit Management System	60-90 Days & Ongoing	On-Site/Remote

PRICING AND 5 YEAR COST ESTIMATE

Salesperson		Contract	Payment Terms
MW		OMNIA # 05-81	Net 45
		Unit Price:	Extended Price:
<u>QTY</u>	<u>HARDWARE</u>		
24	iOS or Samsung Smart Device (A2 Provided)	\$0.00	\$0.00
24	3" Bluetooth Printer	\$995.00	\$23,880.00
24	OPTIONAL: 3-Year Printer Warranty	\$300.00	\$7,200.00
1300	Mobile Citation Paper (Per Roll)	\$7.95	\$10,335.00
		TOTAL:	\$41,415.00
	<u>CITATION PAPER SETUP FEE</u>		
4	Citation Template Setup Fee (Per Color/Side)	\$75.00	\$300.00
		TOTAL:	\$300.00
	<u>SETUP FEES</u>		
1	Enforcement Management System Setup	\$10,000.00	\$10,000.00
1	Permit Management System Setup	\$10,000.00	\$10,000.00
1	Citation Data Conversion from Passport Enforcement System	\$3,500.00	\$3,500.00
2	3rd party Integration Setup (T2/Digital, Passport)	\$2,000.00	\$4,000.00
1	Customer Call Center / IVR Setup	\$1,500.00	\$1,500.00
		TOTAL:	\$29,000.00
	<u>SERVICES</u>		
10	On-site Support, Services, and Training (Per Day)	\$600.00	\$6,000.00
2	Travel & Living (Two Separate Trips)	\$2,000.00	\$4,000.00
		TOTAL:	\$10,000.00

<u>PROFESSIONAL SERVICES CUSTOMIZATION</u>			
320	Professional Services - BUCKET OF HOURS	\$200.00	\$64,000.00
		TOTAL:	\$64,000.00
<u>ESTIMATED ANNUAL EXPENSES</u>			
90000	Citation Issuance	\$1.50	\$135,000.00
5500	Registered Owner/DMV Acquisition	\$1.25	\$6,875.00
30585	Delinquent Notice Letters (Postage Included)	\$1.25	\$38,231.25
1400	Permit Issuance	\$2.00	\$2,800.00
24	Handheld Device License (Per unit / Per month)	\$55.00	\$15,840.00
2	Third party Integration Maintenance and Support	\$75.00	\$1,800.00
1	Customer Call Center (Per Minute)	\$1.10	\$1.10
		TOTAL:	\$200,546.25
		Sales Tax:	N/A
		Shipping:	TBD
		Year 1 Total	\$345,261.25

	<u>Year 1</u>	<u>Year 2</u>	<u>Year 3</u>	<u>Year 4</u>	<u>Year 5</u>
Annual Cost - estimated	200,546.25	206,562.64	212,759.52	219,142.30	225,716.57
<u>One-Time Costs</u>					
Hardware	41,415.00	-	-	-	-
Citation Paper Setup Fee	300.00	-	-	-	-
Other Set-Up Fees	29,000.00	-	-	-	-
Training	10,000.00	-	-	-	-
Professional Services	64,000.00	-	-	-	-
<i>Sub-Total One-Time Costs</i>	<i>144,715.00</i>	<i>-</i>	<i>-</i>	<i>-</i>	<i>-</i>
Grand Total	\$345,261.25	\$206,562.64	\$212,759.52	\$219,142.30	\$225,716.57
Estimated life of the contract	\$1,209,442.28				

REQUIREMENTS

General Requirements		
Response (Y-Available; P-Partial with Explanation; N-Not Available; F-Future Release No Charge; C-Customization Available at Cost)		Vendor Remarks
	<u>Forward Looking Solutions</u>	
	Are the following technologies available through your company or with a business partner?	
Y	Loading zone technology for parking and enforcement	
Y	Stationary camera LPR system for off-street lots	
Y	Heavy duty rated handheld enforcement devices that are all-weather and capable of LPR;	
Y	Vehicle mounted LPR systems that are capable of enforcing either pay-by-space or pay by plate on the street parking network;	
Y	The ability to issue tickets and/or warning tickets by mail, with an understanding of how the vendor accesses and uses address data for plates that are determined to be parked in violation;	
Y	Technology solutions to monitor actual parking space occupancy, such as with sensors or cameras, rather than estimating occupancy through transaction data;	
Y	Advanced analytics dashboard that can pinpoint enforcement officer location and provide valuable activity data, parking occupancy, ticket enforcement data, and other important metrics for monitoring enforcement efficiency	
	<u>Solution and Vendor Requirements</u>	
Y	Easy access to helpdesk system, responses and solutions in a timely manner	
Y	On-site training of software (towing, reporting, handhelds, back office) and a pilot program to test	
Y	Vendor provides a dedicated account representative with minimum yearly site visit to make sure system is working to our standards	
Y	When company rolls out updates to software or if the system is down, City is notified immediately	
Y	Conversion of historical data	

Y	Data entry via personal computer and handheld mobile computer interface	
Y	Over the counter, online, and lockbox payment processing	
Y	Solution has State DMV interfaces	
Y	Solution has Canadian DMV interfaces	
Y	Registered owner inquiry and retrieval	
Y	Vendor can generate and mail notices	
Y	Telephone and correspondence customer service	
Y	IVR and internet services	
Y	Citation inquiries	
Y	Citation payments	
Y	24/7 access to the system for inquiries	
Y	Appeals module for the purposes of processing appeals of citations	
Y	Reporting module	
Y	On demand reports accessing data in real time.	
Y	Set of standard reports	
Y	Ability to create customizable reports	
Y	Ability to export data for analysis in other software(Microsoft Excel)	
	<u>Security</u>	
Y	Security features to limit system access to authorized staff.	
Y	Password protected user ids.	
Y	Auto logoff of inactive users.	
Y	Grant access to specific system functions on a user and user group basis. The following user groups must be created:	
Y	View Only	
Y	Custom Access	
Y	Ability to assign a specific set of permission to individuals	
Y	Online Access	
Y	Public accessible to view and pay citations online.	
Y	Security Administrator	
Y	System Administrator	

Y	Security and encryption features to protect the integrity and unauthorized viewing of data.	
Y	Security and encryption features to protect online payment transactions.	
Y	Audit trails which account for all activities taking place within the system from citation issuance through final resolution and eventual archiving.	
Y	Establish and maintain internal control procedures to reduce the opportunity for employees to damage, alter, or compromise data.	
	<u>Citation Processing:</u>	
	The citation processing system shall possess the following features regarding the processing of citations:	
Y	Automatically calculate and apply penalties on outstanding citations based on the City's fine schedule.	
Y	Authorized users with correct access rights should be able to update citations in the following ways:	
Y	o Assess necessary penalties such as towing fees and insufficient check fees.	
Y	o Enter notes concerning the citation or customer to be viewed by other users	
Y	o Dismiss citations for a pre-defined set of reasons.	
Y	o Apply payment including overpayments and underpayments	
Y	o The system should generate a notice when a citation was not paid in full	
Y	o Apply payments including payments for tickets not yet uploaded to the processing system.	
Y	o Reverse payments based on a pre-defined set of reasons, such as an NSF check.	
Y	o Reversed payments should automatically update the status of the citation, generate a notice to the customer, and allow for further fines to accrue and collection notices to be generated.	
Y	o Process refund of overpayments on citations.	
Y	o Update names and addresses	

Y	o Identify vehicles eligible for impound (based on criteria provided by City) for excessive parking violations.	
Y	o Provide a process for noting that a vehicle has been impounded including notifications on the specific citations for which the vehicle was impounded.	
Y	Authorized users with correct access rights should be able to perform at a minimum the following inquiries:	
Y	o Inquiries on residential parking permit numbers	
Y	Issuance information	
Y	Vehicle and driver registration information if available	
Y	Payment information	
Y	o Inquiries on citation numbers	
Y	Issuance information	
Y	Vehicle and driver registration information if available.	
Y	Payment information	
Y	Photos of violation if any.	
Y	o Inquiries on owner name	
Y	Provide possible alternative owner names	
Y	Provide owner address information if available.	
	Provide related license plate numbers	
Y	Provide related citations	
Y	Provide related residential parking permits	
Y	o Inquiries on license plate number	
Y	Display all citations written against plate number.	
Y	Display all residential permits issued on plate number.	
Y	Display impoundment eligibility based on criteria provided by City	
Y	Display total amounts owed on all outstanding citations.	
Y	Display total amounts owed on tow eligible citations.	
Y	Display total amounts owed on non-tow eligible citations.	
	o Inquiries on other criteria, including, but not limited to:	
Y	Registered owner address.	
Y	Drivers license number.	
Y	Vehicle identification number.	

	o Additional display information including, but not limited to:	
Y	Payment information and history	
Y	Notes and comments associated with the citation, driver, vehicle as warranted.	
Y	Bulk/Mass update of commonly changing fields such as name/address changes.	
Y	Ability to receive payment on citations not yet loaded to system. System will then automatically match payment to issued citation when loaded.	Citations are uploaded in real-time to the processing system.
	Accurately record all details surrounding individual payments including, but not limited to:	
Y	o Payment channel (online lockbox, over the counter)	
Y	o Payer name	
Y	o Payment method (Cash, Check, Credit Card)	
Y	o Payment status (was it voided?)	

Enforcement Requirements		
Response (Y-Available; P-Partial with Explanation; N-Not Available; F-Future Release No Charge; C-Customization Available at Cost)		Vendor Remarks
	<u>Overall Enforcement Capabilities</u>	
Y	Compatible with T2 parking meters (as this is what the DDA Utilizes)	
Y	Compatible with Payment App (Passport at this time)	
Y	Pre-Printed Paper (Customizable paper)	
Y	QR code on citation that takes citizens to payment site	
Y	Provide manual handwritten tickets or transfer that handwritten tickets we currently have to their software	
P	Separation of entities, however, be on the same system (University of Michigan- City of Ann Arbor)	Specific needs and expectations will need to be further discussed.
P	Combine UofM tickets with City tickets in order qualify to tow for scoff.	Specific needs and expectations will need to be further discussed.
Y	Fee scheduling that can work around city holidays and businesses days	

P	2 different fee schedules (University of Michigan vs City)	Specific needs and expectations will need to be further discussed.
Y	Add language to pay schedule to reduce confusion (Fine, next business day, after 14 days, and after 30 days)	
Y	Solution supports a Grace Period (example 10 minute grace period after meter expired)	
	<u>Handheld Enforcement Devices</u>	
Y	Ticket writing is on one screen on the handheld enforcement device	
Y	If hardware is to become damaged ie cracked screen, condensation in lens the vendor is required to fix it.	
Y	Provide docking stations for printers and handhelds	
Y	o Provide shoulder straps and stylist pens	
Y	o If batteries are removeable from device, extra batteries and chargers are available	
Y	o If the batteries are not removeable, chargers via car charger provided	
Y	Weather friendly- snow, rain, heat.	
Y	Full day worth battery life for handheld unit and printer if they are a separate unit	
Y	Simple username and password for the handheld units	
	<u>Handheld Enforcement Capabilities</u>	
Y	Parking can be paid at both a pay station and on Passports app (at this time)	
Y	Meter space numbers available in zones by block while enforcing	
Y	The most common streets are in a drop down selection	
Y	No delays between payment and handheld after meters are paid/real time payments	
Y	Ability to have custom notes that print on citation and have custom drop down ones (most common notes)	
Y	Have the same violation type populate as what the previous ticket was	
Y	Be able to start a ticket without knowing the LPN	
Y	Be able to take a picture of the violation before writing ticket info	
Y	Ability to take multiple pictures for a ticket violation	

Y	Ability to scan the UPC from a VIN when there is one and auto populate the ticket	
Y	Identify vehicles for eligible towing for excessive parking violations by entering in LPN or VIN in real time	
P	Able to write a code violation ticket on our handheld	Code violations are issued through a separate application, but can be available on the same handheld device.
P	Court violation language customizable	Specific needs and expectations will need to be further discussed.
N	Alternatively have 'other' or 'none' option should be available for state/country	State is required for parking violations.
	<u>Chalking</u>	
Y	Ability to see recent activity of chalks	
F	The ability for officers to pick up another officers mark	This will be a future feature release.
Y	Ability to mark using stem and pictures (time stamp pictures)	
Y	Clock feature for stem input (valve is at 6 o'clock)	
Y	Able to take more than one picture for chalking	
Y	Able to zoom in/out of pictures taken on handheld.	
Y	A time stamp on all pictures taken and have that reflect in back office.	
P	Chalking for city handhelds the marks need to be gone in the system by the next day, but for the U of M they need their marks to stay in their handhelds for at least 72hrs	Specific needs and expectations will need to be further discussed.
N	Ability to see all chalks by block/street	The DigiChalk app shows all chalks across all locations.
N	The same block/street carry over until the officer changes it	The location must be selected each time using the GPS icon.
Y	If a vehicle moves, we need to be able to remark it in the handheld to verify the stem has moved	
	<u>Permit Enforcement</u>	

Y	Scan a license plate and be able to tell if it has a residential permit, outstanding tickets, etc	
Y	Can detect if a vehicle has a residential permit and can provide information on that permit. (ie phone number)	
	<u>Towing</u>	
Y	Outstanding's by registered owner and by VIN	
Y	Scoff all tickets in the system that are 15 days or older	
N	Ability to use our handhelds to take on street payments for outstanding vehicles (swipe/tap payment)	This feature is not currently available.
	All LPN's registered to a given owner will link together in order to tow on multiple plates	
Y	Accurate count and amount and easy to figure that out preferably in the field and not having to call office staff, or dispatch	
Y	Tow module be able to put in the result. For example towed to what tow yard, hook and drop, field payment, drove off, etc	
Y	A way to verify the count (number of tickets) and amount for a given registered owner in a tow module.	
Y	Flags the tickets that are scoffed in the payment module	
Y	A requirement in the payment system once a vehicle is towed, that they only pay the tickets they were towed on.	
N	Convenience flat rate fee when taking a payment in the field or customers making their own payment (I.e. \$2.95 flat rate as opposed to a 5% convenience fee)	Payments are not accepted in the field. The online payment fee is a flat rate.
	<u>Back Office</u>	
Y	Able to generate a PDF version of the exact citation written in the field	
Y	Easy access to pictures attached to the citation with the ability to zoom in/out and print pictures.	
Y	All chalked pictures should be time stamped	
P	GIS enforcement mapping real time	Specific needs and expectations will need to be further discussed.

Y	Be able to notify people that have residential permits if there is street sweeping, street closure, maintenance, etc	
Y	Able to void citations and code them in a certain way	
	Reporting	
Y	Customized Reporting in the system (not having to export data and create Excel pivot tables)	
Y	Custom Reports by area and by violations	
Y	Daily reports of officer's ticket count and total dollar amount	
Y	Custom reports of how many vehicles towed and the total dollar amount	
Y	Custom weekly reports	
Y	Custom monthly reports	
Y	Custom yearly reports	
	Other	
N	Able to email other city workers or departments if there is a tree down, or missing sign, pothole, etc	This feature is not currently available.
N	Able to report to PCI broken meters, missing meters, missing meter numbers, etc	This feature is not currently available.

CITATION MANAGEMENT & FINE COLLECTION SYSTEMS		Vendor Remarks
Response (Y-Available; P-Partial with Explanation; N-Not Available; F-Future Release No Charge; C-Customization Available at Cost)		
General Requirements		
	The system shall provide a module for the administration of residential parking permits. Functionality shall include, but not be limited to:	
Y	· Establishment and adjustment of parking districts.	
Y	· Issuance and payment of permits in office and online.	
Y	· Inquiry and reporting on all data with permitting system.	
Y	Ability to issue digital permits.	
Y	The mobile devices shall provide access to permit data in the field.	
Y	On-line customer website for applications, issuance and renewals.	

<u>Payment Processing Center</u>		
	The payment processing center shall maintain a website for the acceptance of online citation payments. Customers should be able to perform the following transactions online:	
Y	· Look up violations by citation number or vehicle license plate number.	
P	· Pay for parking citations with credit card, debit card, or ACH.	ACH is not currently accepted.
Y	· Review payment status of parking citations.	
Y	· Print receipts for citations paid online.	
	The payment processing center shall maintain an integrated voice response (IVR) system to provide the following services over the phone:	
Y	· Provide information on individual citation numbers entered.	
Y	· Provide information on how to pay citations.	
Y	· Information on how to appeal citations.	
Y	· Pay for parking citations with credit or debit card.	
Y	Convenience fees charged to the customer for the processing of online and IVR payments	
Y	Funds associated with online payment must be deposited into the City's bank accounts within 1 business day.	The city must be the Merchant of Record to accommodate daily deposits.
Y	Payments received via the website or IVR shall update the citation processing system in real time upon successful completion of the payment.	
<u>On Site Citation Processing</u>		
	The Contractor shall provide for the following transactions to be performed by City Staff in our Customer Service Center and Police Department:	
Y	· Payment of an individual citation including all additional penalties and fees.	
Y	· Payment of selected citations issued to a given license plate.	
Y	· Payment of all citations issued to a given license plate number with a single entry.	
Y	· Printing of a receipt which displays all citations paid and total amount paid.	
Y	· Detailed transaction reports including the following information:	
Y	Totals for cashier by cash, check, and credit card are provided.	
Y	Reports will be run daily but should be able to be run for a given date range or reproduced on a future date.	
<u>Customer Service</u>		

	The Contractor shall provide customer service assistance to public customers during normal City business hours via a toll free phone number. The type of service to be provided shall include, but not be limited to:	
Y	· Information on general parking policies and procedures.	
Y	· Handle complaints or forward to the appropriate City staff to address complaint.	
Y	· Explain administrative adjudication process for parking citations for the City.	
Y	· Research and respond to basic customer inquiries regarding parking policies and procedures.	
	<u>Driver and Vehicle Registration Maintenance</u>	
Y	The Contractor shall have the ability to provide registration information for violators within 3-5 days of citation issuance.	
Y	Contractor shall have the ability at minimum to provide at minimum vehicle registration access to all of the above named stated. It is highly desirable that Contractor be able to provide nationwide vehicle registration access. The City desires the following information:	
Y	· Driver's License Number(DLN)	
Y	· Vehicle Identification Number(VIN)	
Y	· Name and Address information when available.	
Y	Match all vehicles registered to an owner (account based).	
	<u>Notice Generation</u>	
	The citation processing system shall have the ability to prepare multiple types of notices for multiple reasons. Each time a notice is generated, the affected citations and license plate numbers shall display in the audit record that the notice was generated. The Contractor will be responsible for issuing and sending all notices and the postage. The following notices and functionality are specifically required:	
Y	Delinquent notices for individual unpaid citations	
Y	o Generated fourteen (14) days from date of issuance.	
Y	Default notice for individual unpaid citations	
Y	o Generated twenty one (21) days after issuance of delinquent notice.	
Y	Write notice for individual unpaid citations	
Y	o Generated twenty one (21) days after issuance of default notice	
Y	Writ of Execution for unpaid citations	
Y	o Generated when a violator has four (4) or more city issued citations. Notice is approved and generated by City Attorney and entered through 15 th District Court.	
Y	o Must be renewed and mailed every 45 days.	

Y	Notice of Vehicle Impoundment	
Y	o Generated to the owner for six or more unpaid parking citations	
Y	o May combine one or more vehicles or license plates under common ownership.	
Y	Non-Sufficient Funds (NSF) Check Notice:	
Y	o Written notification that their payment was returned. Should include penalties assessed and instructions for resolution.	
Y	Composite notices by license plate number	
Y	Notices of partially paid citations	
Y	Car Rental Agencies	
Y	o Car rental agencies are given 30 days after notice of Citation to provide the City with the name and address of the individual who rented the vehicle at the time of the citation.	
Y	o Upon receipt of this information, notices must be generated to the renter of the vehicle.	
	Reporting Requirements	
Y	Contractor shall provide access to an on demand reporting tool with access to real time or near real time production data. The validity of the information presented in all reports must be correct. All potential reporting errors will be addressed and corrected by the City as soon as possible. Basic features of the reporting tool must include:	
Y	An initial set of commonly used reports for immediate use.	
Y	The ability to create customer reports from scratch or Contractor supplied templates.	
Y	Contractor assistance in creating reports.	
Y	Ability to create pdf version of reports.	
Y	Ability to export report data to Microsoft Excel for more analysis.	
	The following is a basic set of reports the City will require to be setup with assistance of the Contractor:	
	Citation Issuance	
P	Parking Citation Distribution Book Report	Specific needs and expectations will need to be further discussed.
	o Identifies citation books, numbers contained therein, and the officer to whom the book was issued.	
P	Missing Citation Analysis Report	Specific needs and expectations will need to be further discussed.
	o Identifies missing citation numbers for both electronically issued citations and book issued citations.	
Y	Officer Reports	

	o Number of citations issued by each officer by violation type.	
	o Display the disposition of each issued citation (paid, dismissed, voided, etc.)	
Y	Agency Reports	
	o Summary of tickets issued by the City of Ann Arbor and The University of Michigan.	
Y	Location Reports	
	o Details concerning the issuing agency, type of violation, and location.	
	o Display the disposition of each issued citation (paid, dismissed, voided, etc.)	
Y	Impoundments	
Y	Activity Report	
	o Number of vehicles towed, location, and value of citations.	
Y	Tow Bill	
	o Description of impounded vehicle and detail of outstanding citations	
	Processing and Collections	
Y	Out of State Citation Analysis	
	o Summary report on citations issued and outstanding by State.	
Y	Habitual Parking Violator List(Heavy Hitters)	
	o Based on City defined criteria, a list of tow eligible vehicles by license plate with associated outstanding citation information.	
Y	Listing of Notices Sent	
Y	Noticing Analysis	
Y	Detailed transaction reports including the following information:	
	o Totals for cashier by cash, check, and credit card.	
	o Reports will be run daily but should be able to be run for a given date range or reproduced on a future date.	
Y	Revenue Reports	
	o Breakdown by issuing agency(City vs. University)	
	o Within each issuing agency, breakdown of citation status when paid (ticket, default, writ, tow).	
Y	Returned Check reports	
Y	Referee Appeals Analysis	
	o Totals for Referee by intake channel, violation, and outcome.	
	o Breakdown of City versus University citations appealed and the associated outcomes.	
Y	Management Reports	

	Month to Date and Year to Date issuance and collections.	
	Month to Date and Year to Date Appeals Totals	
	Reports should include previous years totals for same time period	
Y	Specialized Reports/Utilities	
	University Vehicle Citation Process	
	o The University of Michigan will provide a list of license plates registered to the University.	
	o Citations associated with these plate numbers that remain outstanding are marked as paid at the original fine amount.	
	o A report is generated monthly to account for these citations so they can be deducted from the parking citations revenues due to the University from the City.	

Appeal Requirements		
Response (Y-Available; P-Partial with Explanation; N-Not Available; F-Future Release No Charge; C-Customization Available at Cost)		Vendor Remarks
	The citation processing system will include a module to enable the processing center, Customer Service, City Attorney, 15 th District Court, and our Parking Referees to perform the following actions associated with the adjudication of citations:	
Y	Ability to enter and track requests to appeal a citation(s). This intake should include the following information:	
	o Intake channel including	
Y	Customer Service	
Y	Email	
Y	Processing Center	
Y	o Citation Number(s) to be included in the appeal.	
Y	o Customer Name and contact information including email address.	
Y	o Sufficient space to capture the basis for their appeal.	
Y	o Ability to include attachments such as pdf documents or photos.	
Y	Place citations on hold for a specific period of time.	
Y	o All collection efforts will be suspended. This includes:	
Y	Fines will not increase.	
Y	Notices will not be printed.	

P	Status of citation will not change (default, writ, etc.)	Status will change to pending review, review completed, etc.
Y	o When hold expires, all collection efforts resume as described above.	
Y	Generate notice to the customer that their appeal has been received and is on hold pending investigation. Notice should be emailed when an email address is given, otherwise printed for Referees to mail.	
Y	Ability to void citations	
Y	Ability to dismiss citations using a pre-determined reason code for inquiry and reporting.	
Y	Ability to reduce outstanding fines until a pre-determined date.	
P	Ability to transfer payments from one citation to another, including overpayments on citations.	Specific needs and expectations will need to be further discussed.
Y	Ability to enter and track dispositions of appeals using predetermined reason codes for inquiry and reporting.	
Y	Functionality to create, print and email professional looking messages to communicate appeal dispositions to customers.	
Y	o Messages will include a number of standard elements but should also be customizable to include specific findings based on the appeal.	
Y	o Message fields should be expandable up to a minimum of 1,000 characters to allow for appeals requiring longer responses.	
N	o Limits on message fields should include visible counters to allow Referees to know when their customized messages are nearing the character limit.	This feature is not currently available.
Y	o A copy of the message should be stored electronically and be available for retrieval and reprinting/sending.	
Y	o A history of messages sent or printed should be accessible for reference.	
Y	Ability to reprint an image of the citation as it would have been produced by the mobile device.	
Y	Ability to print images captured by handheld device camera	

ALPR Requirements		
Response (Y-Available; P-Partial with Explanation; N-Not Available; F-Future Release No Charge; C-Customization Available at Cost)		Vendor Remarks
	<u>Chalking Process</u>	
Y	Digital chalking for time limit spots. Mark location, take a picture, then alert the user it is over the time limit (accommodates Michigan law changes). Scenario where patrol officer is collecting the data, then broadcasting to an enforcement vehicle.	In addition to payment and permit rules, our Parking Solution includes Digital Chalking to help identify vehicles that have been parked longer than their allotted time. Personnel will be able to configure time limits for each parking area, enabling our Parking Solution to send alerts to enforcement personnel if a vehicle has exceeded the limit. Personnel receive alerts via the enforcement software provided for their role. CarDetector Mobile (CDM) will alert patrolling enforcement officers when mobile LPR cameras detect a vehicle that has exceeded its allotted time.
N	Generate a violation if the vehicle has not moved after chalking	Our software does not have the ability to generate a violation. However, our integration with IPS Group does allow the enforcement officer to easily view hits/alerts from our LPR software, making the ticket issuance a simple process.

Y	Able to find vehicles with unpaid parking tickets with an ALPR	<p>Using a preconfigured list, the proposed Parking Solution will help identify parking scofflaws and alert personnel to them. Personnel will be able to prepare the scofflaw list by manually uploading a file or setting up an automatically refreshed file. Once configured, the list will automatically synchronize throughout the Parking Solution, which will alert personnel via CDM if it detects a vehicle on the scofflaw list.</p> <p>Motorola Solutions can assist in configuring available scofflaw lists.</p>
Y	When a vehicle moves, the ALPR is able to remark it	This is done automatically by the ALPR system. When a vehicle moves within a time-based zone, the ALPR system will automatically recognize the plate is in a different GPS location, and start a new digital chalk session.
	<u>System Requirements</u>	
Y	Hot List upload with automatic and a manual load options	Hot lists can be sent from IPS Group or uploaded manually. Motorola Solutions can assist in configuring available scofflaw/hot lists.
Y	System integrates with Parking Ticket vendors for an Outstanding Violations hot list and generate a ticket (L)	We have integrations with the requested parking vendors.
Y	Solution has multiple cameras per vehicle for maximum plate capture	We provide mobile LPR options from 1 to 6 cameras on one vehicle. Most parking operations will range from 2 to 4 cameras per parking enforcement vehicle.

Y	Camera's that handle multiple angles (forward, rear, sides).	During our system commissioning process, we will angle all cameras to maximize license plate captures.
Y	System accommodate curves of the new model vehicles for mounting	We have various camera mounting options to accommodate any vehicle. We will recommend the available options based on the vehicle.
P	Has a 'Parking Enforcer' product which tracks time limits (Electronic Chalking) and has a parking ticket generator.	<p>The solution from Motorola Solutions includes the following parking features; digital chalking/time-based enforcement, permit/paid enforcement, and Scofflaw/hot list enforcement. Through 3rd party enforcement companies, like IPS Group, we send hit data that they can use to issue parking tickets.</p> <p>Motorola Solutions alone cannot issue a parking ticket.</p>
Y	Cameras have Infrared feature and perform well in low light	The L5M uses new, state-of-the-art sensors for dual color and infrared imaging to ensure that you capture clear images in all lighting conditions. Paired with our best-in-class optical character recognition algorithm you can rest assured that you are capturing accurate data for every vehicle you pass and can see details like vehicle damage, stickers, make, model, color.
Y	Has the ability to identify both vehicle model and plate for be-on-the-lookout and suspects in a crime.	The L5M uses new, state-of-the-art sensors for dual color and infrared imaging to ensure that you capture clear images in all lighting conditions. Paired with our best-in-class optical character recognition algorithm you can rest assured that you are capturing accurate data for

		every vehicle you pass and can see details like vehicle damage, stickers, make, model, color.
	System is able to cover:	
Y	Vehicles moving and parked parallel to the right in same direction as PD vehicle	This will be scanned by the front right camera.
Y	Vehicles moving and parked parallel to the left in the opposite direction	Yes, but will require a rear facing camera in order to capture vehicles moving in opposite directions.
Y	Vehicles moving and parked parallel to the left in same direction (1 way streets)	This will be scanned by the front left camera.
Y	Vehicles parked perpendicular or near perpendicular	This will be scanned by either the front left or right camera.
Y	System reads plates in the dark.	Through infrared imaging, our L5M cameras can read plates in the dark.
Y	System can efficiently read dark letters on a light background and light letters on a dark background?	We can read all plates.
Y	Have to be able to see at night, without the aid of headlights (LED or IR light) two picture system	Through infrared imaging, our L5M cameras can read plates in the dark without the aid of headlights.
Y	Camera equipment is waterproof – sealed	The L5M camera is IP68 rated, higher than any other camera in it's class, for extreme resistance to water and dust penetration, meaning that your cameras last longer and you deal with fewer maintenance and replacement issues.
N	Camera size and ability to go through a car wash.	We do not recommend going through an automatic car wash with LPR cameras installed on the vehicle. This could cause damage to the cameras and/or change the camera angle.
Y	Camera have a minimum resolution of 1080	Camera resolution is 1440 x 1080
Y	State sensitive against a database of plates (example stolen CA plate with same number as MI)	Hot lists require both the plate and state, therefore a

		confirmed hit will need to match both items.
Y	System is not restricted to State specific characters/fonts	The system will read any plate and is not restricted by various characters/fonts.
Y	Number of character OCR options (1-3 characters omitted)	When entering a Plate Number within the Plate Number area, you may use one of our Wildcard options to expand the search results. The following Wild Cards are available (*, ?, @, #, and [...]). The asterisk (*) will allow for any character replacements u to (8) characters. The question mark (?) will replace ANY single character. The 'at' symbol (@) will replace any single ALPHA character. The number sign (#) will replace any single NUMERIC character. Finally, the brackets will allow for multiple cases within the brackets; for example [38B] indicates any combination of the characters 3, 8, and B (i.e. ABC12[3], ABC12[8], ABC12[B]).

Pay by License Plate Requirements		
Response (Y-Available; P-Partial with Explanation; N-Not Available; F-Future Release No Charge; C-Customization Available at Cost)		Vendor Remarks
	<u>Payment Process</u>	
Y	An option for customers to pay by plate and not by space	
Y	The pay-by-plate system services multiple vehicles by making the driver input the license plate information into a machine.	
P	Pay-by-plate kiosk customers will be required to enter their license plate number along with the parking zone number and then select a preferred payment option, either coin, credit or debit card	Zone is not required.
Y	Customer can choose multiple languages including English, Spanish and Mandarin.	

Y	Customers won't get a paper receipt to place on the dashboard. Instead, their car data and the amount of time you paid for will be collected.	Receipts can be optional or completely removed if desired.
Y	Payments are either pushed or pulled from a web service so that the enforcement vehicle always has up to date payment information	
Y	Solution uses a centralized parking rights gateway allowing the process of all "parkers" data to be captured in 1 server	
Y	Enforcement officers then can verify the payment by scanning the license plate of the parked car	
Y	If customer wants a receipt they can still choose to print one or get it via text message.	Receipts can be optional or completely removed if desired.
Y	Customers may use a payment app to pay for parking using their license plate	
	<u>Handheld Enforcement</u>	
	Enforcement of license plates is done in one of three ways:	
Y	By manual plate entry into a handheld device,	
Y	By Automated License Plate Recognition (ALPR) in a handheld device	
Y	By vehicle mounted ALPR	
Y	The enforcement officer enters the plate manually or automatically depending on the technology used, and the system looks up payment information to see if the vehicle is parked legally	
	Illegally parked vehicles are issued a citation in real-time by:	
Y	On the windshield	
Y	Through a post-processed mail out method	
Y	Payments are retrieved from multiple sources from phone payments to on street payment machines	
	Handheld devices look up plate by:	
Y	User manually enters the plate number	
Y	Handheld device uses ALPR with a single shot picture using the full resolution of the camera	
N	Handheld device uses ALPR in video mode performing ALPR on a stream of images	This feature is not currently available.

	Vehicle Mounted ALPR Enforcement	
Y	ALPR enabled parking enforcement vehicles that check multiple license plates per second and verify payment	
	<i>(See ALPR requirements tab for more details)</i>	
	Payment Kiosks	
Y	Solution works with current T2 kiosks - T2 pay stations are T2 IRIS, integrations purge, come real time to up safety is there parking (luke radius machines)	
Y	Vendor can provide solar-powered "Pay-by-Plate" kiosks that could replace the existing parking payment technology	