CONTRACT SUMMARY SHEET

TO: THE OFFICE OF THE CITY CLERK,
COUNCIL/PUBLIC SERVICES DIVISION
ROOM 395, CITY HALL

DATE: 9/29/2011

FROM (DEPARTMENT): Transportation

CONTACT PERSON: Dan Mitchell PHONE: 213-473-8276

CONTRACT NO.: 119654 COUNCIL FILE NO.: 11-1333

ADOPTED BY COUNCIL: 8/12/2011
DATE

APPROVED BY BPW: N/A
DATE

- [x] NEW CONTRACT
- [ ] AMENDMENT NO. ___
- [ ] ADDENDUM NO. ___
- [ ] SUPPLEMENTAL NO. ___
- [ ] CHANGE ORDER NO. ___

CONTRACTOR NAME: ACS State & Local Solutions, Inc.

TERM OF CONTRACT: 9/29/2011 THROUGH: 9/29/2013 (plus 2 one-year options)

TOTAL AMOUNT: $30.5 million

PURPOSE OF CONTRACT:

For the development, installation, and operation of the systems and equipment necessary to implement ExpressPark™, an intelligent parking management system. The project will utilize vehicle sensors, new parking meter technology, a central parking management system, and a real-time parking guidance system to manage and optimize the utilization of public on- and off-street parking through demand-based pricing and operational policies.

NOTE: CONTRACTS ARE PUBLIC RECORDS - SCANNED AND UPLOADED TO THE INTERNET

AGREEMENT BETWEEN

THE CITY OF LOS ANGELES AND

ACS STATE & LOCAL SOLUTIONS, INC.

TO PROVIDE AND OPERATE AN

INTELLIGENT PARKING MANAGEMENT SYSTEM

LA *EXPRESS* PARK ™

This AGREEMENT is made and entered into this ___ day of _____, 2011 ("Effective Date"), by and between the City of Los Angeles, a municipal corporation ("CITY"), and ACS State & Local Solutions, Inc. ("ACS"), individually referred to as "party" and collectively as "parties,"

WHEREAS, The CITY has selected ACS to provide an Intelligent Parking Management System ("System") by way of a competitively bid procurement process.

WHEREAS, the parties desire to perform their obligations under this Agreement in accordance with the terms and conditions of this Agreement and its associated exhibits.

NOW, THEREFORE, ACS and CITY agree as follows:

1. APPLICABLE DOCUMENTS

The provisions of this Agreement along with its associated exhibits are hereinafter collectively referred to as the "Agreement." In the event of any conflict or inconsistency in the definition or interpretation of any word, responsibility, schedule, or the contents or description of any task, deliverable, goods, services or other work, or otherwise between and/or among the main body of this Agreement and it exhibits, such conflict or inconsistency shall be interpreted in accordance with the following order of precedence:

i. The Main Body of this Agreement
ii. Exhibit 1 – Scope of Services
iii. Exhibit 2 – Payment Schedule
iv. Exhibit 3 – Standard Provisions for City Contracts
v. Exhibit 4 – Performance Standards
vi. Exhibit 5 – ACS' Proposal & BAFO
vii. Exhibit 6 – CITY's RFP

2. ENTIRE AGREEMENT

The terms of this Agreement and the Exhibits thereto, shall constitute the complete and exclusive statement of understanding between the parties which supersedes all previous agreements, written or oral, and all communications between the parties relating to the subject matter of this Agreement.

3. TERM & TERMINATION

i. **Term** – The term of this Agreement will begin on the Effective Date and expire two years thereafter, unless earlier terminated or renewed in accordance with the provisions of this Agreement. The CITY shall have the right to exercise two additional one-year options.

ii. **Termination for Convenience** – In the event the CITY terminates this Agreement for convenience, the CITY agrees to pay ACS for all services performed in accordance with the terms of this Agreement up to the date of termination. The parties agree to meet and negotiate regarding whether the payment of any additional wind-down expenses is warranted and appropriate under the circumstances of the termination.

iii. **Termination for Breach** – Either party may terminate this Agreement in the event the other party is in breach of this Agreement, and such beach has not been cured in a timely manner by the party in breach. Notwithstanding any other provision in this Agreement to the contrary, the parties agree that in the event the CITY terminates this Agreement for breach, and ACS has not timely cured such breach, the CITY will be entitled to the rights described in Section 8(ii) of the Main Body of this Agreement with regards to ACS' MERGE™ solution.

4. SERVICES

Pursuant to the provisions of this Agreement, ACS shall fully provide, complete and deliver on time all the tasks, deliverables, goods, services, and other work as set forth in Exhibit 1 (Scope of Services). While ACS is committed to providing all services outlined in Exhibit 1, it is, however, in the best interests of the parties to create a structure to address any unforeseen but necessary scope increases. Any effort, which does not fall within Exhibit 1, will be subject to the change order process. ACS will be responsible for assisting the CITY in defining, documenting and quantifying the change order. A detailed change order proposal will be prepared by ACS and submitted to the CITY for its review and approval. The CITY will be responsible for timely turnaround of a decision on the approval of the change order request. All terms and conditions of the change order will be incorporated into an amendment to this Agreement in accordance with Section 13 of the Main Body of this Agreement. ACS will not be required to perform activities deemed out of scope without a fully executed amendment signed by the authorized representatives of both parties.

5. OWNERSHIP OF EQUIPMENT

Per RFP Addendum #2, Section IV was revised to read, "All equipment, parts and supplies purchased by the Contractor or its subcontractors, exclusively for the Express Park Project and that are necessary for its continued operation shall become the property of, and be provided to, the City." Transfer of ownership will occur after purchase, installation and city acceptance. This does not include servers and associated computer hardware used to support Merge.

6. COMPENSATION

Subject to the provisions of this Agreement, the CITY will pay ACS in accordance with Exhibit 2 (Payment Schedule), attached hereto and made a part hereof. Payment terms for materials and services will be as specified in Exhibit 2. Each invoice provided by ACS to

the CITY will separately state all applicable charges, reimbursable expenses and taxes payable. Invoices delivered pursuant to Exhibit 2 will be due and payable within thirty (30) days after invoice issuance, unless other payment terms are mutually agreed to.

7. WARRANTIES

i. **Equipment Warranty** – With regards to any warranty for equipment provided by ACS under this Agreement, ACS agrees to provide such warranties for a period of two years, with an option to provide for years three through five following acceptance of such equipment by the CITY. Acceptance by the CITY must occur prior to the CITY receiving beneficial use of such equipment. The parties agree that the term "beneficial use" means ACS has deployed the equipment and the equipment is generating revenue for the CITY.

ii. **Service Warranty** – ACS warrants that all services will be provided in a good and workmanlike manner, by qualified personnel, and in accordance with generally applicable industry standards.

iii. **Disclaimed Warranties** – Except as otherwise expressly set forth in this Agreement, all other warranties, whether express or implied, including the warranties of merchantability and fitness for a particular purpose, are hereby disclaimed.

iv. **IP Rights Warranty** – ACS represents and warrants that its performance of all obligations under this Agreement does not infringe in any way, directly or contributorily, upon any third party's intellectual property rights, including, without limitation, patents, copyrights, trademarks, trade dress, trade secrets, right of publicity and proprietary information ("IP" or "Intellectual Property"). This provision shall survive expiration or termination of this Agreement.

8. INTELLECTUAL PROPERTY RIGHTS & INDEMNIFICATION

i. **Pre-Existing Intellectual Property** – All pre-existing intellectual property, including but not limited to software, associated documentation, software upgrades, modifications and customizations, provided to the CITY ("Pre-Existing IP") will at all times remain the exclusive property of ACS and/or its vendors. In the event ACS provides the CITY with ACS Pre-Existing IP, the CITY will receive a license to use such ACS Pre-Existing IP in accordance with Section 8(ii) and 8(iii) below. In the event ACS provides the CITY with Pre-Existing IP of a third party, the CITY will receive a limited license to use such third party Pre-Existing IP.

ii. With regards to ACS' proprietary software solution MERGE™, ACS will maintain ownership of the source code and provide the CITY a perpetual, non-assignable, non-transferable, and non-exclusive license to use the software only in the City of Los Angeles for a fee, which is already included in the compensation

under this Agreement. ACS agrees to modify the MERGE™ source code at the CITY's request and cost. In the case of ACS' dissolution, or cessation of providing support of the software to the general public, the CITY will own a perpetual, royalty-free, non-assignable, non-transferable, and non-exclusive license to use the MERGE™ source code exclusively in the City of Los Angeles (however the application may be hosted outside of the City of Los Angeles), and to modify the MERGE™ source code only by CITY employees or by companies that do not provide parking related services.

iii. After the term of this Agreement, the CITY will own a perpetual, royalty–free, non-assignable, non-transferable, and non-exclusive license to use the MERGE™ software exclusively in the City of Los Angeles, and to modify the MERGE™ source code for use only in the City of Los Angeles, and only by employees of the City of Los Angeles or by companies that do not provide parking related services. In the case of ACS' dissolution, or cessation of providing by ACS support of the MERGE™ software to the general public, the MERGE™ source code will become the property of the CITY. The foregoing shall be in addition to and not operate to limit or conflict with ACS' rights to MERGE and the related source code.

iv. **Ownership of other work products & IP** – Unless otherwise provided for herein, all work product(s) originated or prepared by ACS or its subcontractors of any tier specifically under this Agreement shall be and remain the property of the CITY for its use in any manner it deems appropriate. Work products are all works, tangible or not, created under this Agreement (excluding the items mentioned in Section 8(i), 8(ii) and 8(iii) above) including, without limitation, documents, materials, data, reports, manuals, specifications, artwork, drawings, sketches, computer programs and databases, schematics, photographs, video and audiovisual recordings, sound recordings, marks, logos, graphic designs, notes, websites, domain names, inventions, processes, formulas matters and combinations thereof, and all forms of intellectual property. ACS hereby assigns, and agrees to assign, all goodwill, copyright, trademarks, patents, trade secret and all other intellectual property rights worldwide in any such work products originated and prepared by ACS under this Agreement. ACS further agrees to execute any documents necessary for the CITY to perfect, memorialize, or record the CITY's ownership of rights provided herein. This provision shall survive expiration or termination of this Agreement. ACS shall not provide or disclose any such work product to any third party without prior written consent of the CITY.

Any subcontract entered into by ACS relating to this Agreement, to the extent allowed hereunder, shall include a provision similar to that of this Section 8(iv) for work to be performed under this Agreement to contractually bind or otherwise oblige its subcontractors performing work under this Agreement such that the CITY's ownership rights of all work products defined under this Section 8(iv) are

preserved and protected as intended herein. Failure of ACS to comply with this requirement or to obtain the compliance of its subcontractors with such obligations shall subject ACS to damages paid to the CITY and the imposition of any and all sanctions allowed by law, including but not limited to termination of ACS' contract with the CITY.

v. **Intellectual Property Indemnification** – ACS, at its own expense, undertakes and agrees to defend, indemnify, and hold harmless the CITY, and any of its Boards, Officers, Agents, Employees, Assigns, and Successors in Interest from and against all suits and causes of action, claims, losses, demands and expenses, including, but not limited to, attorney's fees, experts' fees and cost of litigation, damage or liability of any nature whatsoever arising out of the infringement, actual or alleged, direct or contributory, of any Intellectual Property rights (1) on or in any design, medium, matter, article, process, method, application, equipment, device, instrumentation, software, hardware, or firmware used by ACS in performing the work under this Agreement; or (2) as a result of the CITY's actual or intended use of any work product furnished by ACS under the Agreement. ACS defense of the CITY shall be consistent with Los Angeles CITY Charter Sections 271, 272 and 273. Rights and remedies available to the CITY hereinabove are cumulative of those provided for elsewhere in this Agreement and those allowed under the laws of the United States, the State of California, and the CITY of Los Angeles. This provision shall survive expiration or termination of this Agreement.

In addition to the foregoing, if ACS has information or reasonably believes that (1) any of the work product(s) provided by ACS under this Agreement allegedly or actually infringes or is likely to infringe upon any third-party Intellectual Property rights, or (2) any of the IP licenses procured on behalf of the CITY under this Agreement is to expire, to be terminated or enjoined, ACS shall immediately notify CITY of such alleged, actual or potential infringement or license status. Upon CITY's request, ACS shall, at ACS' own expense and in ACS' sole discretion either:

1) Procure for the CITY the right or license to continue using the Intellectual Property at issue; or

2) Replace the Intellectual Property at issue with a functionally equivalent, non-infringing product, if practicable.

Exercise of any of the above-mentioned options shall not cause undue business interruption to the CITY, or diminish the intended benefits and use of the work product(s) provided by ACS under this Agreement by the CITY under the specifications herein.

vi. **City Data** --For the purpose of this Agreement, "City Data " shall be defined as (i) City information provided to Contractor for performance of the contract (reports, location of meters, etc); (ii) raw data collected by Contractor during performance of the contract; (iii) Reports generated using Contractors' management systems (s).

i. The City exclusively and solely owns all City Data and the intellectual property therein. Unless otherwise provided for herein, Contractor hereby assigns, and agrees to assign, all goodwill, copyright, trademarks, patents, trade secret and all other intellectual property rights worldwide in any and all City Data. Contractor further agrees to execute any documents necessary for the City to perfect, memorialize, or record the City's ownership of rights provided herein.

The Contractor may not provide or disclose any City Data to any third party without prior written consent of the City.

Any subcontract entered into by Contractor relating to this Agreement, to the extent allowed hereunder, shall include a like provision to ensure that the ownership rights in City Data are preserved and protected as intended herein. Failure of Contractor to comply with this requirement or to obtain the compliance of its subcontractors with such obligations shall subject Contractor to damages paid to the City and the imposition of any and all sanctions allowed by law, including but not limited to termination of this Agreement.

9. CUSTOMER SERVICE HOURS

ACS shall provide the CITY support via telephone Monday through Friday 7:00 AM to 4:00 PM Pacific Standard Time/Pacific Daylight Time except for official CITY holidays. ACS shall return a call from the CITY with 15 minutes during these hours. CITY reserves the rights to change the business hours to reflect changes in the meter hours and days of operations. CITY agrees to give ACS thirty (30) days advance written notice of such change. Any change in support hours that would continue for a period longer than thirty (30) days will require negotiation and agreement between the parties on the cost of the extended hours of support.

10. AUDITS & INDEMNIFICATION FOR TRADE SECRET PROTECTION

When and in the event the CITY has occasion to examine and audit ACS records related to this Agreement, the CITY agrees to treat as confidential those documents identified by ACS as proprietary, and will not share or disclose such records to the extent permitted by California law. ACS agrees to defend, indemnify and hold harmless the CITY from and against all suits, claims and causes of action brought against the CITY for the CITY's refusal to disclose ACS' trade secrets or proprietary documents to any person making a request pursuant to the State of California Public Records Act (California Government Code Section 6250 et. seq.) ACS' obligations herein include, but are not limited to, all reasonable attorney's fees (both in house and outside counsel), reasonable costs of

litigation incurred by the CITY or its attorneys (including all actual costs incurred by the CITY, not merely those costs recoverable by a prevailing party, and specifically including costs of experts and consultants), as well as all damages or liability of any nature whatsoever arising out of any such suits, claims and causes of action brought against the CITY, through and including any appellate proceedings. ACS' obligations to the CITY under this indemnification provision shall be due and payable on a monthly, on-going basis within thirty (30) days after each submission to ACS of the CITY's invoices for all fees and costs incurred by the CITY, as well as all damages or liability of any nature. ACS shall receive prompt notice from the CITY of (1) any communication to the CITY challenging the CITY's refusal to disclose ACS' information, and (2) any complaint or petition to the court challenging the CITY's refusal to disclose ACS' information. Further, should ACS choose to intervene in any court action relating to the CITY's refusal to disclose ACS information, the CITY shall not oppose ACS' motion to intervene.

11. MOST FAVORED PRICING GUARANTEE-

11.1 Notwithstanding the language set forth in Section PSC-25 of the Standard Provisions for City Contracts in Exhibit 3 of this Agreement, the parties specifically agree that any discount terms or Most Favored Pricing Guarantee and any application of these provisions herein, shall be governed and controlled by this Section 11.

11.2 Contractor represents and warrants that all of the prices provided to City by Contractor hereunder are now and shall be, during the Term of this Agreement and any extension thereof, no less favorable than the prices granted to Contractor's other comparable customers under "like or similar circumstances". "Like or similar circumstances" shall include but not be limited to a client who has contracted for products and services from Contractor following the effective date of this Agreement, with the same service towers, similar service levels and at-risk amounts, similar geographic locations, similar volumes, similar duration of contract and any other factors or solution packaging that impact pricing such as amount of any initial investments, etc.

11.3 If at any time during the Term of this Agreement or any extension thereof, Contractor shall contract with a customer for more favorable prices, then:

11.3.1 Contractor shall, within thirty (30) days after the effective date of such signed agreement, notify City of such fact in accordance with Section 16. hereof, entitled "Notices," and offer City the more favorable offering and the Parties shall negotiate any differentiating factors, including the "like or similar circumstances" as described in 11.2 above, or bundled service offerings or combination and any additional differentiating factors (for example, changes in scope, delivery, performance levels, penalties which are associated with the other offering); and

11.3.2 Upon completion of the negotiations referenced under Section11.3.1 above (which shall be completed within thirty (30) days of the Notice provided in Section 11.3.1), this Agreement and all other applicable Agreement documents shall be amended, effective prospectively from the date of the agreements referenced in Section 11.3 above, but in no

event effective later than sixty (60) days following the effective date of the referenced agreement, and Contractor shall provide such equivalent prices to City; and

11.3.3 City shall have the right to decline to accept Contractor's offering in writing after consideration of the negotiations and differentiating factors to be negotiated under Section 11.3.1.

12. INSURANCE & LIABILITY

ACS must supply and maintain insurance for applicable claims arising out of the negligent acts or omissions hereunder by ACS. ACS shall require its subcontractors to also maintain similar insurance at subcontractors' expense.

ACS must furnish the CITY Certificates of Insurance for the following:

1. Commercial General Liability:	$1,000,000
2. Professional Liability:	$1,000,000
3. Business Automobile Liability:	$1,000,000
4. Workers' Compensation:	Statutory Requirements
5. Employer's Liability Insurance	$1,000,000.

The standard Certificates of Insurance shall include the City of Los Angles as an additional insured for commercial general liability and business automobile liability insurance, and shall state that 'All coverage will be primary to any other insurance coverage held or provided by the City'.

All evidence of insurance must identify the nature of your business with the CITY. Clearly show any assigned number of a bid, contract, lease, permit, etc. or give the project name and the job site or street address to ensure that your submission will be properly credited. Provide the types of coverage and minimum dollar amounts specified on the Required Insurance and Minimum Limits sheet (Form Gen. 146).

Electronic submission is the preferred method of submitting documents. Track4LA™ is the CITY's online insurance compliance system and is designed to make the experience of submitting and retrieving insurance information quick and easy. The system is designed to be used primarily by insurance brokers and agents as they submit client insurance certificates directly to the CITY. It uses the standard insurance industry form known as the ACORD 25 Certificate of Liability Insurance in electronic format.

Track4LA™ advantages include standardized, universally accepted forms, paperless approval transactions (24 hours, 7 days per week), and security checks and balances. The easiest and quickest way to obtain approval of your insurance is to have your insurance broker or agent access Track4LA™ at http://track4la.lacity.org and follow the instructions to register and submit the appropriate proof of insurance on your behalf.

Instructions and information on complying with the City of Los Angeles insurance requirements are available online on the Office of the City Administrative Officer, Risk Management website at http://cao.lacity.org/risk/index.htm.

Except for the fees and amounts expressly due and payable to ACS hereunder, in no event shall either party to this Agreement be liable to the other party hereunder for any claims, penalties or damages (including but not limited to incidental, consequential, indirect, punitive or special damages), whether in contract, tort, or by way of indemnification, in an amount not to exceed 1.5 times the total value of this Agreement.

During the term of this Agreement and without limiting ACS' indemnification of the CITY, ACS shall provide and maintain at its own expense a program of insurance having the coverages and limits customarily carried and actually arranged by ACS, but not less than the amounts and types listed on the Required Insurance and Minimum Limits sheet (Form General 146 in Exhibit 1 referenced below), covering its operations hereunder. Such insurance shall conform to CITY requirements established by Charter, ordinance or policy, shall comply with the Insurance Contractual Requirements (Form General Gen 146IR in Exhibit 1 referenced below) and shall otherwise be evidenced in a form. ACS shall comply with all Insurance Contractual Requirements shown referenced below, which is hereby incorporated by reference and made a part of this Agreement.
Form 146IR

Exhibit 1 – Insurance Contractual Requirements:

Contract: For additional information about compliance with City Insurance and Bond requirements, contact the Office of the City Administrative Officer, Risk Management at (213) 978-RISK (7475) or go online at www.lacity.org/cao/risk. The City approved Bond Assistance Program is available for those Contractors who are unable to obtain the City-required performance bonds, if such performance bonds are required. A City approved insurance program may be available as a low cost alternative for contractors who are unable to obtain City-required insurance.

ACS agrees that:

1. **Additional Insured**: The CITY must be included as an Additional Insured in applicable liability policies to cover the CITY's liability arising out of the negligent acts or omissions of the named insured.
2. **Notice of Cancellation**: All required insurance will be maintained in full force for the duration of its business with the CITY. By ordinance, all required insurance must provide at least thirty (30) days' prior written notice (ten (10)

days for non-payment of premium) directly to the CITY if ACS' insurance company elects to cancel or materially change limits required prior to the policy expiration date, for any reason except impairment of an aggregate limit due to prior claims.

3. **Primary Coverage**: ACS will provide coverage that is primary with respect to any insurance or self-insurance of the CITY. The CITY's program shall be excess of this insurance and noncontributing.
4. **Failure to Procure Insurance**: All required insurance must be submitted by certificates of insurance or related documentation to the Office of the City Administrative Officer, Risk Management prior to the inception of any operations by ACS. ACS' failure to procure or maintain required insurance or a self-insurance program during the entire term of this Agreement shall constitute a material breach of this Agreement under which the CITY may immediately suspend or terminate this Agreement or, at its discretion, procure or renew such insurance to protect the CITY's interests and pay any and all premiums in connection therewith and recover all monies so paid from ACS.
5. **Workers' Compensation**: By signing this Agreement, ACS hereby certifies that it is aware of the provisions of Section 3700 et seq., of the California Labor Code which require every employer to be insured against liability for workers' Compensation or to undertake self-insurance in accordance with the provisions of that Code, and that it will comply with such provisions at all times during the performance of the work pursuant to this Agreement.
6. **California Licensee:** All insurance must be provided by an insurer admitted to do business in California or written through a California-licensed surplus lines broker or through an insurer otherwise acceptable to the CITY. Non-admitted coverage must contain a Service of Suit clause in which the underwriters agree to submit as necessary to the jurisdiction of a California court in the event of a coverage dispute. Service of process for this purpose must be allowed upon an agent in California designated by the insurer or upon the California Insurance Commissioner
7. **Aggregate Limits/Impairment**: If any of the required insurance coverages contain annual aggregate limits, ACS must give the CITY written notice of any pending claim or lawsuit which will materially diminish the aggregate within thirty (30) days of knowledge of same. ACS must take appropriate steps to restore the impaired aggregates or provide replacement insurance protection within thirty (30) days of knowledge of same. No substantial reductions in scope of coverage which may affect the CITY's protection are allowed without the CITY's prior written consent.
8. **Commencement of Work**: For purposes of insurance coverage only, this Agreement will be deemed to have been executed immediately upon any party hereto taking any steps that can be considered to be in furtherance of or towards performance of this Agreement. The requirements in this Section supersede all other sections and provisions of this Agreement, including, but not limited to PSC-4, to the extent that any other section or provisions conflicts with or impairs the provisions of this Section.

Form Gen. 146/IR

Insurance Requirements:

Name: Express Park Intelligent Parking Management Project RFP Date: 10/28/10

Agreement/Reference: Implementation of Parking Management Information System.

Evidence of coverages checked below which have as a minimum the limits shown must be submitted prior to occupancy/start of operations. Amounts shown are a Combined Single Limits ('CSL'). Split limits may be substituted if the total per occurrence equals or exceeds the CSL amount. The professional Liability may be written on a per claims made basis.

√	Workers' Compensation/Waiver of Subrogation:	$1,000,000
√	General Liability: Premises and Operations, Contractual Liability, Independent Contractors and Products /Completed Operations	$1,000,000
√	Automobile Liability: Hired automobiles, non owned automobiles and owned automobiles	$1,000,000
√	Professional Liability (Errors and Omissions) 12 months after completion of work or date of termination made basis.	$1,000,000 per claims
√	Surety Bond	

If awarded a contract, the respondent will furnish the City evidence of insurance Coverage as set forth in this Exhibit 1 of the Standard Provisions for City Contracts. City may require the respondent to have a surety performance bond to ensure satisfactory performance during the term of the contract. Such requirements are also included in this Exhibit 1 of the aforementioned Standard Provisions for City Contracts.

ACS, upon notice of award may be required to furnish an annually renewable corporate surety performance bond in the amount of $2,000,000, or no less than the contractual amount, to guarantee the faithful performance of this Agreement by ACS, and ACS agrees that it will be fully responsible for all work performed by ACS' subcontractors. Such annually renewable performance bond shall follow the instructions on submitting bonds to the City of Los Angeles, which are online on the Office of the City Administrative Officer, Risk Management website at http://cao.lacity.org/risk/index.htm. Such applicable sample City bond form being used may be amended to reflect the annually renewable verbiage from ACS' Surety Bond Broker.

13. CHANGES, AMENDMENTS AND EXTENSIONS

CITY reserves the right to change any portion of the work required under this CONTRACT, or amend such other terms and conditions which may become necessary. Any such revisions shall be accomplished in the following manner:

i. **CHANGES** - For any change which does not significantly affect the scope of work (as set forth in the Scope of Services, detailed in Exhibit A the period of performance, payments or any term or condition included under this CONTRACT, a Change Notice shall be prepared and signed by CITY's General Manager or his designee and CONTRACTOR's Project Manager

ii. **AMENDMENTS** - For any revision which significantly affects the scope of work, performance, payments, or any term or condition included in this CONTRACT, an Amendment to the CONTRACT shall be approved by the CONTRACTOR's Project Manager and executed by the General Manager, Department of Transportation, subject to the approval of the Mayor and City Council. All CONTRACT Amendments shall be subject to the approval of the City Attorney, as to form and legality

iii. **EXTENSIONS** - To the extent that extensions of time for CONTRACTOR performance do not significantly impact either the scope or cost of this CONTRACT, CITY's General Manager or his designee may grant CONTRACTOR extensions of time.

iv. **OPTIONS** – The City has the right to exercise the option periods stated in Section 3.i Term at the discretion of the General Manager of the Department of Transportation, or his designee.

14. FORCE MAJEURE

i. Neither party will be liable for any failure or delay in the performance of its obligations under this Agreement, if any, to the extent such failure is caused, directly or indirectly, without fault by such party, by: fire, flood, earthquake, elements of nature or acts of God; labor disruptions or strikes; acts of war, terrorism, riots, civil disorders, rebellions or revolutions; quarantines, embargoes and other similar governmental action; or any other cause beyond the reasonable control of such party. Events meeting the criteria set forth above are referred to collectively as "Force Majeure Events."

ii. Upon the occurrence of a Force Majeure Event, the non-performing party will be excused from any further performance or observance of the affected obligation(s) for as long as such circumstances prevail and such party continues to attempt to recommence performance or observance whenever and to whatever extent possible without delay. Any party so delayed in its performance will immediately notify the other by telephone or by the most timely means otherwise available (to be confirmed in writing within five business days of the inception of such delay) and describe in reasonable detail the circumstances causing such delay.

15. SEVERABILITY

Any provision in this Agreement which is prohibited or unenforceable in any jurisdiction will, as to such jurisdiction, be ineffective to the extent of such prohibition or unenforceability without invalidating the remaining provisions or affecting the validity or enforceability of such provision in any other jurisdiction.

16. NOTICES

Any notice, demand or other communication required or permitted to be given under this Agreement will be in writing and will be deemed delivered to a party (i) when delivered by hand or courier, (ii) when sent by confirmed facsimile with a copy sent by another means specified in this Section 15, or (iii) six (6) days after the date of mailing if mailed by United States certified mail, return receipt requested, postage prepaid, in each case to the address of such party set forth below (or at such other address as the party may from time to specify by notice delivered in the foregoing manner):

If to ACS, to:
Mr. Michael Schlei
Project Manager
ACS State and Local Solutions, Inc.
606 South Olive Street Suite 2300
Los Angeles, CA 90012

If to CITY, to:
Mr. Peer Ghent, P.E.
Project Manager, LA *Express* Park ™
555 Ramirez Street, Space 315
Los Angeles, CA 90012

17. AMBIGUITIES

Any ambiguous language in this Agreement shall be interpreted as to its fair meaning, and not strictly for or against either party.

18. CONTRACTOR EVALUATION ORDINANCE

At the end of this contract, the City will conduct an evaluation of the Contractor's performance. The City may also conduct evaluations of the Contractor's performance during the term of the contract. As required by Section 10.39.2 of the Los Angeles Administrative Code, evaluations will be based on a number of criteria, including the quality of the work product or service performed the timeliness of performance, financial issues, and the expertise of personnel that the Contractor assigns to the contract. A Contractor who receives a "Marginal" or "Unsatisfactory" rating will be provided with a copy of the final City evaluation and allowed 14 calendar days to respond. The City will use the final City evaluation, and any response from the Contractor, to evaluate

proposals and to conduct reference checks when awarding other personal services contracts.



IN WITNESS WHEREOF, the parties have executed this Agreement as of the Effective Date.

ACCEPTED AND AGREED:

09/29/11
Jamie de la Vega Date
General Manager, Dept. of Transportation
City of Los Angeles

9/29/11
Mark Talbot Date
Sr. Vice President and Managing Director
ACS State & Local Solutions, Inc.

APPROVED AS TO FORM:
Carmen A. Trutanich, City Attorney

9/28/11
Michael Nagle Date
Deputy City Attorney

ATTEST:
June Lagmay, City Clerk

09-29-2011
By Date

BTRC No. C-119654

EXHIBIT 1

*Express*Park™

Scope of Work

Los Angeles Department of Transportation

Scope of Work
LADOT *Express*Park™

1. PURPOSE OF THE DOCUMENT

This Scope of Work (SOW) defines the goals and objectives and establishes the baseline for the planning and execution activities, which includes establishing a baseline schedule, delivery, installation, testing and commissioning for the ExpressPark™ Intelligent Parking Management (IPM) Project for the City of Los Angeles Department of Transportation. Quantities stated in this Scope of Work are approximate and subject to change at the discretion of the City. Any other changes made to this SOW, must be reflected in an updated SOW.

This scope of work addresses the following deliverables:

1.1. System Engineering Management Plan (SEMP)
1.2. Enhanced Parking Meters and Pay Stations
1.3. Cellular Payment Technology
1.4. On Street Wireless Vehicle Sensors
1.5. Off Street Occupancy Systems
1.6. Parking Guidance System (PGS)
1.7. PGS Applications and Interfaces
1.8. PGS Fixed On-Street Signs
    1.8..1. PGS – Local neighborhood Dynamic Message Signs
    1.8..2. PGS – Off Street Dynamic Message Signs (City Owned)
1.9. Parking Management System
1.10. Advanced Meter Revenue Collection System
1.11. Meter Enforcement
    1.11..1. Guided Enforcement Application
    1.11..2. Citation Enforcement Application
    1.11..3. Handheld and Printer Hardware
1.12. Laptop Computers For Enforcement Vehicles
1.13. Warranty Parts and Service
1.14. Technical Support and Training of Personnel
1.15. Public Outreach and Marketing

2. APPLICABLE DOCUMENTS

Refer to the following applicable documents for additional detail:

2.1. Request for Proposals (RFP) For City of Los Angeles Downtown ExpressPark™ Intelligent Parking Management (IPM) Project, (November 3, 2010), including revisions (March 2, 2011).
2.2. ACS Revised Proposal for the City of Los Angeles Downtown ExpressPark™ Intelligent Parking Management (IPM) Project, (March 16, 2011)
2.3. ExpressPark™ Concept of Operations
2.4. ExpressPark™ Project Requirements
2.5. ExpressPark™ Systems Engineering Base Document
2.6. ExpressPark™ Configuration Management Plan

3. PROJECT LOCATION

The *Express*Park™ project will be located in the downtown Los Angeles area. The project area is bounded by Adams Boulevard and the I-10 (Santa Monica) Freeway on the south, the I-110 (Harbor) Freeway on the northwest and Alameda/North Spring Street on the east.

4. PROJECT SCHEDULE

The contract will be in effect for a period of two (2) years. LADOT will have the right to exercise two (2) one-year options to extend the term, subject to the approval of Mayor and/or City Council. The total contract term will not exceed (4) years. A project plan (Timetable) detailing the first two years covering the implementation and evaluation period is provided as Attachment B.

5. TESTING REQUIREMENTS

5.1. The Contractor will be responsible for component verification testing under guidance from LADOT. The Contractor will include a test plan covering units, system, security, and auditing. This test plan will describe the proposed approach taken with each state of test, the processes involved, testing tools utilized, acceptance criteria, and sign-off procedures.
5.2. Acceptance Testing Methodology

Acceptance testing will be based on three levels of testing:

5.3. Factory Acceptance Test (FAT)

5.3..1. Factory acceptance testing is intended to certify that equipment provided is fit for purpose and free from defects in design and manufacturing processes. The Contractor may provide documentation from equipment providers in lieu of formal testing in the case of off-the-shelf components.

5.3..2. A component that is considered off-the-shelf may be accepted as fit for purpose if the manufacturer can certify that the product has been successfully installed for similar purposes and operated in an environment comparable to the ExpressPark™ project location.

5.3..3. Manufacturer's quality control reports and data may be submitted in lieu of performance testing for components deemed fit for purpose by LADOT.

5.3..4. Customized components or equipment specially modified for the ExpressPark™ project must undergo performance testing at the manufacturer's facility prior to shipment of any equipment to the project location. Manufacturers must demonstrate that equipment meets or exceeds all requirements applicable as stated in the Project Requirements and ExpressPark™ RFP.

5.4. Unit Testing (System Installation Check) – Each installation will be inspected to ensure the system was installed according to manufacturer's specifications. Signoff on this check provides documentation that the system in installed correctly and will operate to factory specifications on performance and reliability, and meets all ExpressPark™ program requirements.

5.5. Systems Acceptance Tests (SAT) - The SAT is a full end-to-end functional and non-functional test in the actual production environment in Los Angeles. The System Acceptance Test will demonstrate (under full system operation conditions):

5.5..1. Full subsystem functionality as defined in this Specification.

5.5..2. All components and subsystems operate properly according to the Project Requirements

5.5..3. Full system integration (i.e. all subsystem components and interfaces communicate properly)

5.5..4. All diagnostic procedures

5.5..5. User interface for obtaining fault reporting, audit data and system status reporting

5.5..6. Recovery systems to mitigate loss of data in the event of power or component failure

5.5..7. If any of the selected subcontractors later prove unable to pass acceptance testing, secondary selections may be made.

5.5..8. All software and equipment will be subject to Acceptance Testing and written acceptance by LADOT.

6. SUBCONTRACTOR AND VENDOR APPROVAL

6.1. The Contractor will prequalify all subcontractors to certify that all proposed hardware and software meets or exceeds all required specifications contained in the current Project Requirements document of the Systems Engineering

Management Plan (SEMP) and are compatible with the proposed systems and overall *Express*Park™ solution.

6.2. LADOT will work with the Contractor during contract negotiations to evaluate the tradeoffs involved, and LADOT will subsequently select the prequalified subcontractors to participate on the project team based on cost, capabilities, quality, and demonstrated performance. If any of the selected subcontractors later prove unable to pass acceptance testing, secondary selections may be made.

6.3. All subcontractors and vendors selected for provision of equipment and services are subject to approval by LADOT.

7. SOURCE AND OBJECT CODE ESCROW

The Contractor (ACS) agrees to escrow the readable source code and object (executable) code for all modules licensed for use by the City. The City will have the right to use and modify the source code only under specific circumstances where ACS stops supporting the software or in the event of ACS' dissolution. Further, ACS agrees to modify the source code at the City's request and cost. In the event ACS ceases to support the software due to the termination or expiration of the contract, the source code will not become the property of the City. Instead, ACS will provide the City with a license to use the ACS software. The City will own that license to use the software for the City of Los Angeles. Such licensing terms will be mutually agreed to.

8. SYSTEM ENGINEERING MANAGEMENT PLAN (SEMP)

8.1. The Contractor will be responsible for completing the SEMP. LADOT has completed drafts of four sections of the Systems Engineering Management Plan (SEMP). Draft sections which will be revised and completed are:

- 8.1..1. Systems Engineering Base Document
- 8.1..2. Concept of Operations
- 8.1..3. Project Requirements
- 8.1..4. Configuration Management Plan

8.2. The Contractor will be responsible for completing the pertinent parts of the SEMP through Operations and Maintenance, using the CalTRANS "Vee Diagram" as a guide. This will include:

- 8.2..1. System Verification and Test Plan
- 8.2..2. Software Development Plan
- 8.2..3. Enforcement Plan
- 8.2..4. Work and Deployment Plan
- 8.2..5. Communications Plan
- 8.2..6. Operations and Maintenance Plan
- 8.2..7. Quality Management Plan

8.2..8. Data Security and Safety Plan

8.3. For all project components, the Contractor will certify that all proposed hardware and software meets or exceeds all required specifications contained in the current Project Requirements document of the Systems Engineering Management Plan.

8.4. The SEMP must be approved by the Federal Highway Administration for this task to be considered complete.

9. ENHANCED PARKING METERS AND PAY STATIONS

9.1. The Contractor will develop a detailed Meter Requirements Document for approval by LADOT. The Requirements Document will identify all functions, performance parameters and environmental conditions. Inputs for the requirements document will include, but not be limited to: input from LADOT, the RFP, the Concept of Operations (SEMP), and the Project Requirements (SEMP) document. Contractor will meet with potential vendors as required. The Meter Requirements Document will include a recommendation for both single space and multi-space equipment. Outputs will include a project level architecture, definition of all interfaces and data requirements, and verification plans (see Section 5.1, Acceptance Testing Methodology).

9.2. Upon LADOT approval of the Meter Requirements Document, the Contractor will coordinate provision and installation of approximately 5,321 single space meters, and upgrade 148 multi-space pay stations in compliance with the approved Project Plan.

9.3. Upon receipt of all required permits and approvals, installations will proceed at a rate of approximately 500 meters per week.

9.4. Contractor is responsible for obtaining and compliance with all permits.

9.5. Installation Location

The meter type (single space, multi-space) and locations will be in accordance with the following schedule:

PMZ	PMZ #	Enhanced Single Space	Total Single Space	Pay Stations	PS Stalls	Total Paid Spaces
CB	*537*	2895	2895	116	571	3466
CC	*553*	546	546	32	171	717
CT	*554*	482	482	0	0	482
LT	*555*	383	383	0	0	383
ED	*565*	677	677	0	0	677
WB	*580*	504	504	0	0	504
Totals		**5487**	**5487**	**148**	**742**	**6229**

9.6. Installation and Removal of Meters and Pay Stations

In coordination with the Contractor, LADOT staff will remove all existing single-space meter mechanisms and domes. Contractor will be responsible for removing the existing single-space meter housings where needed, installing the new meter hardware and upgrading existing pay stations under LADOT supervision. To prevent any loss of meter revenue, installation will be coordinated such that the metering operation for each space is seamless, i.e. the new meters are installed and activated immediately upon the removal of the existing equipment from service. The only exception to this provision will be when a parking meter post must be replaced or repaired due to being missing, loose or damaged, in which case meter removal will be scheduled in advance with LADOT staff. Contractor is responsible for ensuring all meter posts are in good working order at the time of meter installation.

9.7. .. Intentionally omitted.

9.8. The Contractor will certify that all single space meters and upgraded multi-space pay stations meet all functional and performance requirements as stated in Section II (A) of the RFP, Section 8.0.2 of the SEMP Concept of Operations document, and Section 2.1, 2.2 and 2.3 of the SEMP Project Requirements document (see Attachment A, Section I). All equipment is subject to the approval of LADOT (see Section 5, Testing Requirements).

10. CELLULAR PAYMENT TECHNOLOGY

10.1. The Contractor will provide cellular payment technology to integrate all meters and pay stations in the *Express*Park™ project area to provide customers with an

additional payment options and provide a means of being notified of an approaching expiry time for their parking space.

10.2. The Contractor will develop a detailed Cellular Payment Requirements Document for approval by LADOT. The Requirements Document will identify all functions, performance parameters and environmental conditions. Inputs for the requirements document will include, but not be limited to: input from LADOT, the RFP, the Concept of Operations (SEMP), and the Project Requirements (SEMP) document. Contractor will meet with potential vendors as required. The Cellular Payment Requirements Document will include a recommendation for a cellular payment service provider.

10.3. Upon approval of the Cellular Payment Requirements Document, the Contractor will develop a High Level Design document. Inputs for the High Level Design document will include the RFP, the Concept of Operations (SEMP), and the Project Requirements (SEMP) document. Outputs will include a project level architecture, verification plans (see Section 5.1, Acceptance Testing Methodology), and definition of all interfaces, including:

- 10.3..1. All meters (single and multi-space) installed for the *Express*Park™ project
- 10.3..2. Existing IPS meters
- 10.3..3. Existing multi-space meters (Digital Technologies and Duncan Solutions)
- 10.3..4. Back end management systems
- 10.3..5. Data repositories
- 10.3..6. Web portals
- 10.3..7. Enforcement systems

10.4. Contractor will coordinate with the selected service provider to implement cellular payment service within the ExpressPark™ project area.

10.5. The Contractor will certify that all proposed hardware and software meets or exceeds all required specifications contained in Section 2.6 of the current Project Requirements document of the Systems Engineering Management Plan (SEMP) (see Attachment A, Section II).

11. ON STREET WIRELESS VEHICLE SENSORS

11.1. The Contractor will develop a detailed Vehicle Sensor Detection Requirements Document for approval by LADOT. The Requirements Document will identify all functions, performance parameters and environmental conditions. Inputs for the requirements document will include, but not be limited to: input from LADOT, the RFP, the Concept of Operations (SEMP), and the Project Requirements (SEMP) document. Contractor will meet with potential vendors as required. The Vehicle

Sensor Detection Requirements Document will include a recommendation for a vehicle detection sensor vendor.

11.2. Upon approval of the vendor(s), Contractor will manage the installation process, including:

- 11.2..1. Procurement of equipment
- 11.2..2. Coordination of installation with LADOT
- 11.2..3. Scheduling of all work
- 11.2..4. Notification of local businesses of installation schedule
- 11.2..5. Direct supervision and management of the installation
- 11.2..6. Acceptance testing

11.3. Contractor will install approximately 6,000 on-street wireless vehicle sensors, and any additional equipment necessary (i.e. communications equipment) in or adjacent to each individual on street parking space in the *Express*Park™ project area, including metered, loading, special parking zones, and in some areas adjacent *Express*Park™ project area, in order to provide comprehensive insight into parking utilization. Operational responsibility for approximately 600 existing Streetline sensors and associated communications equipment will be assumed by Contractor. Ownership of these sensors and associated communications equipment, along with responsibility for their manufacturer warranty, will remain with LADOT. LADOT will be responsible for repair costs not covered by manufacturer warranty.

11.4. Installed sensors must be capable of recognizing the arrival and departure of parking vehicles and generating and transmitting a real-time status of the parking space availability and utilization to the Parking Management System.

11.5. In the area bounded by, and inclusive of, Third Street on the north; Pico Boulevard on the south; Alameda Street on the east; and east of, but not including, Hill Street on the west; *Express* Park™ Request for Proposals November 3, 2010 on-street vehicle sensors placed in the roadway must not rise higher than the surrounding street surface, in order to accommodate special street cleaning apparatus (approximately 2000 sensors). The remaining sensors may be surface mounted.

11.6. All installation materials will be provided by the Contractor. If required, any additional networking components and services will be supplied, installed and operated by the Contractor at no additional cost to the City.

11.7. All permits and/or approvals required for installation of sensors and related services will be the responsibility of the Contractor. Any installation of equipment on utility poles will be in compliance with all California Public Utilities Commission regulations, including General Order 95, and duly permitted by the owner of the pole.

11.8. The Contractor will certify that all proposed hardware and software meets or exceeds all required specifications contained in Section 2.4 of the current Project

Requirements document of the Systems Engineering Management Plan (SEMP) (see Attachment A, Section III).

12. OFF STREET OCCUPANCY SYSTEMS

12.1. The Contractor will develop a detailed Off Street Occupancy System Requirements Document for approval by LADOT. The Requirements Document will identify all functions, performance parameters and environmental conditions. Inputs for the requirements document will include, but not be limited to: input from LADOT, the RFP, the Concept of Operations (SEMP), and the Project Requirements (SEMP) document. Contractor will meet with potential vendors as required. The Vehicle Sensor Detection Requirements Document will include a recommendation for an off street occupancy system vendor.

12.2. Upon approval of the Off Street Occupancy System Requirements Document, the Contractor will develop a High Level Design document. Inputs for the High Level Design document will include the RFP, the Concept of Operations (SEMP), and the Project Requirements (SEMP) document. Outputs will include a project level architecture, and definition of all interfaces and data requirements, and verification plans (see Section 5.1, Acceptance Testing Methodology).

12.3. Upon selection and approval of an off street occupancy system vendor, Contractor will work with the selected vendor to produce a Detailed Design document. Inputs for the Detailed Design document include: the High Level Design document, LADOT, the RFP, the Concept of Operations (SEMP), and the Project Requirements (SEMP) document and the High Level. Outputs will include: detailed definition of all interfaces, data requirements, data flows and data formats. Approval of the Detailed Design document by LADOT is required prior to installation of any equipment.

12.4. The Contractor will manage the selected vendor for installation of occupancy systems to collect parking utilization data for approximately 7,500 off-street spaces in City-owned lots throughout the *Express*Park™ project area.

12.5. City-owned Lots Include:

Facility	Address	Spaces
Pershing Square	530 Olive St	606
LA Mall	225 N Los Angeles St	250
El Pueblo	Lot 2 615 N Main St	250
Convention Center	1201 S Figueroa St	5,084
LAPD Aiso St Garage	101 Judge John Aiso St	300
Cathedral Parking Lot 755	257 Los Angeles St	63
	Total	7,553

In addition, LADOT may add two CRA owned garages in the City of Los Angeles which are separately funded.- the Broadway/Spring garage at 333 South Spring Street, and the LA Garage at 545 South Main Street

12.6. The Contractor will provide occupancy sensors to determine garage level parking availability by placing sensors (induction loops) at garage exit and entrance points.

12.7. The Contractor will be responsible for scheduling, coordinating, and performing all installation and maintenance of the off-street parking occupancy systems in the *Express*Park™ facilities during the term of the contract. Maintenance will be assumed by the City or the contract parking facility operator at the conclusion of the contract.

12.8. The Contractor will certify that all proposed hardware and software meets or exceeds all required specifications contained in Section 2.7 of the current Project Requirements document of the Systems Engineering Management Plan (SEMP) (see Attachment A, Section IV).

12.9. For the Cathedral Parking Lot, LADOT will have the option of having Streetline sensors installed in lieu of an Off Street Occupancy System.

13. PARKING GUIDANCE SYSTEM

13.1. Contractor will provide a real-time Parking Guidance System (PGS) to aid the public in locating available parking near their destination(s) and guide them to the most appropriate parking site(s). Real-time information, including location(s), price(s), and time policies will be delivered through the coordinated use of on-street sensors and the off-street occupancy reporting systems.

13.2. The Contractor will develop a detailed Parking Guidance System Requirements Document for approval by LADOT. The Requirements Document will identify all functions, performance parameters and environmental conditions. Inputs for the requirements document will include, but not be limited to: input from LADOT, the RFP, the Concept of Operations (SEMP), and the Project Requirements (SEMP) document. Contractor will meet with potential vendors as required.

13.3. Upon approval of the Parking Guidance System Requirements Document, the Contractor will develop a High Level Design document. Inputs for the High Level Design document will include all hardware specifications, the Parking Guidance System Requirements Document, the Concept of Operations (SEMP), and the Project Requirements (SEMP) document. Outputs will include a project level architecture, data requirements and definition of all interfaces, including:

13.3..1. The Internet through the development of an ExpressPark™ website (desktop and mobile)

13.3..2. Smart phone applications for iPhone, BlackBerry and Android devices

13.3..3. Telephone using an interactive voice response (IVR) system through an interface with Metro's Go 511 system via an interface to the RITTS Network

13.3..4. In-vehicle navigation systems (both factory installed and portable aftermarket)

13.3..5. Fixed On-Street Signs

13.3..5.1. Large Dynamic Message Signs (DMS) Interface with LADOT's existing Transuite DMS management software (NTCIP 2306 Center-to-Center (C2C) standard protocol)

13.3..5.2. Twelve (12) "Neighborhood" DMS in selected pilot areas, subject to LADOT approval

13.3..5.3. Five (5) DMS for entrances at Pershing Square and Aiso garages, subject to LADOT approval

The High Level Design will also include utility requirements (power and communications), mounting details and considerations for DMS's, and verification plans (see Section 5, Testing Requirements).

13.4. Upon approval of the Parking Guidance System High Level Design, the Contractor will develop a Parking Guidance System Detailed Design document. Inputs for the Detailed Design document include Parking Guidance System Requirements Document, High Level Design, the Concept of Operations (SEMP), and the Project Requirements (SEMP) document. Outputs will include: a detailed project architecture and definition of all interfaces, data definitions and formats, and data flow diagrams.

13.5. The Contractor will produce a procedures manual which will define the conditions under which messages can be displayed on the DMS(s) based on the existing ATSAC DMS procedures. This manual will also address prioritization procedures and schedule conflict, in cases when both departments want to display a message on the sign for different reasons.

13.6. The Contractor will certify that all proposed hardware and software meets or exceeds all required specifications contained in Section 2.5 and 2.8 of the current Project Requirements document of the Systems Engineering Management Plan (SEMP) (see Attachment A, Section V).

14. PARKING MANAGEMENT SYSTEM

14.1. Contractor will develop and deliver a Parking Management System (PMS) that centralizes reporting and performance analysis, and provides a single point of integration and control for the Los Angeles ExpressPark™ Project.

14.2. The Parking Management System will utilize reports, tables, charts, dashboards, and maps, as appropriate, to develop a comprehensive tool to measure, analyze, and manage metered parking in the City of Los Angeles. It will also calculate and report performance measures and evaluate operational effectiveness and operational efficiency based on available staffing.

14.3. The Contractor will develop a detailed Parking Management System Requirements Document for approval by LADOT. The Requirements Document will identify all functions, performance parameters and environmental conditions. Inputs for the requirements document will include, but not be limited to: input from LADOT, the RFP, the Concept of Operations (SEMP), and the Project Requirements (SEMP) document. The Requirements Document will also include a verification and validation plan (see Section 5.1, Acceptance Testing Methodology).

14.4. Upon acceptance of the Parking Management System Requirements Document, the Contractor will develop a High Level Design document. Inputs for the High Level Design will include the Parking Management System Requirements Document, Concept of Operations (SEMP), and the Project Requirements (SEMP) document. Output will include:

- 14.4..1. Overall PMS architecture
  - 14.4..1.1. Data Layer
    - 14.4..1.1.1. Data Repositories
    - 14.4..1.1.2. Data Exchange Services
  - 14.4..1.2. Guidance Layer
    - 14.4..1.2.1. Driver Parking Guidance
    - 14.4..1.2.2. Parking Enforcement
  - 14.4..1.3. Reporting and Performance Analysis
    - 14.4..1.3.1. Data At A Glance
    - 14.4..1.3.2. Operational Dashboards
    - 14.4..1.3.3. Analytical Dashboards
  - 14.4..1.4. *Express*Park™ Engine
- 14.4..2. Data requirements and all interfaces which will include:
  - 14.4..2.1. Web Interface
  - 14.4..2.2. Data Exchange Systems
    - 14.4..2.2.1. Off Street Management System
    - 14.4..2.2.2. On Street Management System
      - 14.4..2.2.2.1. Collections System
      - 14.4..2.2.2.2. Sensor Management System
      - 14.4..2.2.2.3. Meter Management System
      - 14.4..2.2.2.4. Pay by Cell System
    - 14.4..2.2.3. Parking Guidance

14.4..2.2.4. Enforcement
14.4..2.2.5. Violation Processing System

14.5. Upon acceptance by LADOT of the High Level Design, the Contractor will develop a Parking Management Detailed Design Document. Inputs for the Detailed Design document will include the Parking Management System Requirements document, Concept of Operations, and High Level Design. Outputs will include: detailed definition of all interfaces, detailed data requirements, data flows and data formats. Detailed Design document will also include proposed templates for reports, dashboards and maps.

14.6. The Contractor will develop interface standards for the transfer of meter-related data between other management systems. The Parking Management System will also include the *Express*Park™ Engine, which will analyze meter and sensor data to develop recommended parking pricing based on demand (dynamic pricing).

14.7. Functions of the Parking Management System will include, but not be limited to:

14.7..1. Accept all data from all sources and data types, including:

14.7..1.1. Meter and pay station data
14.7..1.2. On-street sensor data
14.7..1.3. Parking garage occupancy data
14.7..1.4. Parking enforcement officer data
14.7..1.5. Meter collections and maintenance personnel
14.7..1.6. Managers, analysts and operations staff
14.7..1.7. Public

14.7..2. Integrate this data and serve as the system of record and central repository

14.7..3. Provide centralized dashboards and reports that will integrate maps, charts and tables with summary views, drilldowns and export capability

14.7..4. Provide performance analysis, decision support and analytics tools to support analysts and operational staff

14.7..5. Provide real-time occupancy and violation information to support:

14.7..5.1. Directed enforcement capability so that parking enforcement officers will know where violations are occurring to enhance productivity
14.7..5.2. Real-time vacancy information for parking guidance data via smart phones, Internet and other delivery methods
14.7..5.3. Management, operations and LADOT staff with real-time views of parking congestion

14.7..6. Perform workforce management that includes such tasks as enforcement, collection and repair route optimization

14.7..7. Provide seamless integration to the City's citation processing system in supporting the adjudication function

14.7..8. Implement an open, plug and play architecture by developing application program interfaces (API's) to provide output data to other sources

14.7..9. Process sophisticated algorithms and analytics to perform complex analysis of multiple data inputs for the *Express*Park™ Engine that support parking demand management, pricing and policy decisions and to influence parking behavior.

14.8. The Contractor will certify that all proposed hardware and software meets or exceeds all required specifications contained in Section 2.9 of the current Project Requirements document of the Systems Engineering Management Plan (SEMP) (see Attachment A, Section VI).

15. ADVANCED METER REVENUE COLLECTION SYSTEM

15.1. The Contractor will develop and implement an advanced meter collection system, to include:

15.1..1. Supply and install unique radio frequency identification (RFID) tags on each coin can or vault installed in the *Express*Park™ meters as the receptacle for coin payments

15.1..2. Supply and install RFID tags on the 60 new collection canisters provided as part of this procurement

15.1..3. Equip these canisters with readers that can read the tags on the individual coin cans

15.2. The Contractor will develop a detailed Advanced Meter Revenue Collection System Requirements Document for approval by LADOT. The Requirements Document will identify all functions, performance parameters and environmental conditions. Inputs for the requirements document will include, but not be limited to: input from LADOT, the RFP, the Concept of Operations (SEMP), and the Project Requirements (SEMP) document. The Requirements Document will provide a verification and validation plan (see Section 5.1, Acceptance Testing Methodology), and a recommended vendor.

15.3. Upon acceptance by LADOT of the Advanced Meter Revenue Collection System Requirements Document, the Contractor will develop a High Level Design for the Advanced Meter Revenue Collection System. Inputs will include: the approved Advanced Meter Revenue Collection System Requirements Document, the Requirements Document (SEMP), and the Concept of Operations (SEMP). Outputs will include data requirements, data flow and operational considerations.

15.4. Upon acceptance by LADOT of the High Level Design, the Contractor will work with the selected vendor to develop a Detailed Design document. Inputs for the

Detailed Design document will include the High Level Design, the Concept of Operations (SEMP), and the Project Requirements (SEMP) document. The Detailed Design will include detailed data definitions and formats, data flows, and definition of all interfaces. The Detailed Design will also provide a comprehensive collections procedure detailing all operational considerations.

15.5. As part of the Advanced Meter Revenue Collection System, the Contractor will provide a Collections Analysis Module within the Parking Management System. At minimum, the Collections Analysis Module will:

- 15.5..1. Provide device tracking and reporting
- 15.5..2. Provide reconciliation capabilities for all payment types
- 15.5..3. Support collections route planning
- 15.5..4. Interface with the Medeco Electronic Key Program

15.6. The Contractor will install and provide maintenance for all components of the Meter Collection System that it provides to LADOT. These components include:

- 15.6..1. Coin Cans and Coin Vaults. This includes the individual coin cans in each single space meter and coin vaults in each pay station, along with their associated RFID tags.
- 15.6..2. Collections Canisters. This includes canisters used to securely collect coins from meters, the RFID tags on the canisters and the RFID readers integrated into the canisters.
- 15.6..3. RFID Readers. This includes the readers integrated into the collections canisters.
- 15.6..4. NexGen Locks and Coin Can Locks.

15.7. The Contractor will certify that all proposed hardware and software meets or exceeds all required specifications contained in Section 2.11 of the current Project Requirements document of the Systems Engineering Management Plan (SEMP) (see Attachment A, Section VII).

16. METER ENFORCEMENT

The Contractor will provide a meter enforcement system that will alert and route enforcement officers to potential violations, record enforcement actions, and track parked vehicle status (cited, exempt, disabled placard). It will also provide real-time paid space information for all currently-occupied metered spaces and serve as the primary means for enforcing pay station spaces.

16.1. Equipment

- 16.1..1. The Contractor will provide the following hardware:
  - 16.1..1.1. 50 Motorola MC 9500 handhelds
  - 16.1..1.2. 50 Zebra QL320 portable printers
  - 16.1..1.3. 50 sets of batteries

16.1..1.4. 50 chargers and cradles

16.1..1.5. 10 vehicle mounted laptops equipped with GPS and wireless capability

16.2. The Contractor will provide an integrated meter enforcement software solution which will run on a single device (Motorola MC 9500). The solution will be compatible with current citation processing software (eTIMS®). The solution will consist of:

16.2..1. ACS PocketPEO™

16.2..2. A Mobile Directed Enforcement Application (Streetline)

16.3. The Contractor will develop a detailed Meter Enforcement System Requirements Document for approval by LADOT. The Requirements Document will identify all functions, performance parameters and environmental conditions. Inputs for the requirements document will include, but not be limited to: input from LADOT, the RFP, the Concept of Operations (SEMP), and the Project Requirements (SEMP) document. The Requirements Document will provide a verification and validation plan (see Section 5.1, Acceptance Testing Methodology), and a recommended vendor.

16.4. Upon acceptance by LADOT of the Meter Enforcement System Requirements Document, the Contractor will develop a High Level Design for the Meter Enforcement System. Inputs will include: the approved Meter Enforcement System Requirements Document, the Requirements Document (SEMP), and the Concept of Operations (SEMP). Outputs will include data requirements, data flow and operational considerations.

16.5. Upon acceptance by LADOT of the High Level Design, the Contractor will work with the selected vendor to develop a Detailed Design document. Inputs for the Detailed Design document will include the High Level Design, the Concept of Operations (SEMP), and the Project Requirements (SEMP) document. The Detailed Design will include detailed data definitions and formats, data flows, and definition of all interfaces. The Detailed Design will also provide a comprehensive meter enforcement procedure detailing all operational considerations.

16.6. The Contractor will maintain all equipment in good working order and provide support and maintenance during normal business hours throughout the contract period.

16.7. The Contractor, in cooperation with LADOT will conduct a field trial of any proposed devices prior to final device selection.

16.8. The Contractor will certify that all proposed hardware and software meets or exceeds all required specifications contained in Section 2.10 of the current Project Requirements document of the Systems Engineering Management Plan (SEMP) (see Attachment A, Section VIII).

17. WARRANTY PARTS AND SERVICE

17.1. The Contractor will provide a two year manufacturer warranty (from date of acceptance) with an option to provide warranties for years three through five for all new equipment provided, except on street sensors. Warranty replacement does not extend to vandalism, normal wear, consumables and batteries. For new on street sensors provided by Contractor, Contractor will be responsible for maintaining sensors in working condition per service level agreements during the contract period, excluding physical damage by City or third party.

17.2. LADOT will house and manage an agreed upon list of meter replacement parts and spares.

17.3. Meter components will be modular and interchangeable.

17.4. All warranted parts will be replaced or returned to the City within five business days, and vendors will be responsible for all shipping costs.

18. TECHNICAL SUPPORT AND TRAINING OF PERSONNEL

18.1. Technical Support

The Contractor will provide technical support to include, but not be limited to:

18.1..1. Help Desk

The Contractor will provide a customer service help desk to monitor systems, answer questions and for reporting of problems. The help desk will monitor alarms in equipment and will be the first point of contact if an issue with the system is identified. The help desk will escalate problems according to the processes outline in the final business process approach including alerting maintenance or IT personnel to initiate repairs. The Help Desk will be staffed from 7:00 am until 4:00 pm PST/PDT.

18.1..2. Toll Free Number

As part of this project, ACS will provide a toll free number for the *Express*Park™ Project program where LADOT will be have an option to either talk to the ACS help desk (during business hours) or connect to any of the manufacturers supplying the equipment by choosing different options from the IVR menu, eliminating the need to keep track of phone numbers for different manufacturers.

18.1..3. Issue Tracking Software

The Contractor will provide a web-enabled tool (JIRA) to track issues on the project. All vendors will have access to this tool, and different work areas will be created for each vendor. This will allow LADOT to document and track progress on reported issues from one source.

18.1..4. On-Site Technical Support

18.1..4.1. The Contractor assumes full responsibility for coordinating technical support including oversight resolution for all distributed hardware and software implemented by the sub-Contractors.

18.1..4.2. During all phases of the *Express*Park™ Project program implementation, the Contractor will provide on-site technical support to ensure successful implementation and provide service support for the life of the contract.

18.2. Training

The Contractor will provide a pre-delivery, operations preparation program encompassing complete training in all disciplines to familiarize all designated City staff with the system, and to assist in developing expertise in maintenance, repair and software application of the system.

18.2..1. Within 30 days of contract execution the Contractor, in cooperation with LADOT, will develop and submit for approval a comprehensive Training Plan.

18.2..2. The Contractor will provide training to LADOT personnel on the following topics:

18.2..2.1. Overview of Central Management System (CMS)
18.2..2.2. Meters and Meter Management Systems
18.2..2.3. Off-street Sensors
18.2..2.4. Collections Module
18.2..2.5. Enforcement Module
18.2..2.6. Cellular Payment
18.2..2.7. Pricing Engine
18.2..2.8. Parking Guidance Systems
18.2..2.9. DMS and Cameras
18.2..2.10. Off-Street Parking Guidance Systems

18.2..3. Training will be provided to LADOT Program Management staff, Meter Shop staff, Enforcement, Coin Collection staff, Adjudication staff, accounting staff, and Parking Violations Bureau (PVB) staff.

18.2..4. A training schedule will be submitted to LADOT for approval prior to the actual training startup. The actual number of training sessions, starting times, and class durations will vary depending upon the operational requirements and the number of participants to be trained.

18.2..5. Training will be held at a location convenient to the City staff.

18.2..6. The Contractor will provide additional or refresher training throughout the life of the contract to address system upgrades and/or expansion, as required.

19. PUBLIC OUTREACH AND MARKETING

The Contractor will prepare a marketing plan designed to reach all Downtown stakeholders, including policy makers, business associations, residents, customers, and visitors.

19.1. The public outreach and marketing campaign will focus on educating the consumer and the local businesses regarding the value of demand-based parking pricing, but it will also include an outreach effort to private parking operators for inclusion in the Parking Guidance System, including pursuing mutual advertising opportunities.

19.2. The public outreach and marketing program will include the following components at a minimum:

- 19.2..1. Logo/brand development and copyright
- 19.2..2. Sign and labeling design
- 19.2..3. Brochures
- 19.2..4. A public website
- 19.2..5. Web-based instructional videos
- 19.2..6. A Public Service Announcement
- 19.2..7. Attend public meetings
- 19.2..8. Assist in preparing press releases and media packages

20. LARGE DYNAMIC MESSAGE SIGNS.

20.1. Contractor will work with LADOT to upgrade the City's existing seven (7) large full-matrix DMS signs to bring them to NTCIP compliance, along with other changes as needed to support the *Express*Park™ project.

20.2. Contractor will work with the current vendor (Transcore) to upgrade the City's Transuite System to provide an enhanced C2C interface to the *Express*Park™ system. Contractor's role shall be limited to administration of the purchase order and final payment to Transcore. Definition of scope of work, all specifications and acceptance testing for this task are the sole responsibility of LADOT.

Attachment A – Detailed Requirements

Section I - Meters

Single Space Meters

Requirement
2.1 Single-Space Parking Meter
Single-space parking meters control one parking space (between 18 and 22 linear curb feet). To meet the needs of the project, single-space meters must:
2.1.1 Functional Requirements
1) The Single-Space Parking Meter will display custom LADOT-defined operating status messages on a front display. This screen will also display the current meter enforcement hours, time limits, and rate information. The screen will be visible in all lighting conditions ranging from direct sunlight to pitch darkness (upon user action). [8.0.2.1.1, 8.0.2.1.2, 8.0.2.1.4]
2) The Single-Space Parking Meter will have front and rear indications that include flashing "High Brite" (also known as "Hi-Brite") LEDs rated at 5000 millicandelas or greater and a 30 degree or greater viewing angle. The rear display will include, at a minimum, two green LEDs to indicate paid status and two red LEDs to indicate expired status, while the front display will include just one LED of each color. Red and green LED s will only be illuminated during user-defined enforcement times. It is desired that at least one white LED be included as a fault indicator to illuminate when service is required. The meter will support user-defined lit durations and flash rates of LEDs. [8.0.2.1.11]
3) The Single-Space Parking Meter mechanism will be compatible with the Duncan Model 95 housing. [8.0.2.1.12]
4) The Single-Space Parking Meter Housing will meet or exceed the specifications of the Duncan Model 95.
5) The Single-Space Parking Meter will include an electro-mechanical vault door lock that is compatible with and operates with the City's existing Nexgen electronic keys (Medeco part number EV-5505R). The lock will only be powered by the electronic key and will be constructed with a stainless steel outer shell and face plate. The face plate will provide resistance to drilling and will break away and spin freely when exposed to a forced open attempt exceeding 80 inch-pounds of torque. The lock will record and store no less than the last 500 access events, including actual accesses and unauthorized attempted access.
6) The Single-Space Parking Meter will deposit coins directly into a secure, locked coin can, holding a minimum of 250 quarters, that will provide no access to contents throughout the collection process and will indicate evidence of tampering.
7) The Single-Space Parking Meter will include a vault door sensor to register when the vault door is opened and closed.

Requirement
8) The Single-Space Parking Meter will include a coin can sensor to register when the coin can is inserted and removed.
9) The Single-Space Parking Meter will communicate vault door opened and closed messages and coin can inserted and removed messages to the Meter Management System and will generate an alert when the vault door has been open and/or when the coin can has been removed for longer than a user-defined length of time from 1 to 30 minutes.
10) It is desired that the Single-Space Parking Meter recognizes and rep orts the unique coin can ID to the Meter Management System each time the coin can is inserted and removed (see Section 2.11.1)
11) The coin validator will include a removable stainless steel coin slot plate, strong enough to withstand vandalism and unauthorized entry.
12) The Parking Meter mechanism will communicate with a Radio Frequency Identification (RFID) tag mounted inside of the meter housing to automatically recognize its location and download its location-specific configuration from the Meter Management System.
2.1.2 Performance Requirements
1) The Single-Space Parking Meter will process coin transactions with no less than 99% accuracy per day.
2) The Single-Space Parking Meter will be field serviceable for clearing coin jams and foreign objects, requiring no special tools, within three minutes from the time the repair person begins the removal process.

Multi-space Meters

Requirement
2.2 Multi-Space Parking Meter
Multi-space parking meters, or pay stations, control many parking spaces (between 18 and 22 linear curb feet each). To meet the needs of the project, multi-space meters must:
2.2.1 Functional Requirements
1) The Multi-Space Parking Meter will operate in a "pay-by-space" mode and be capable of managing at least twelve automobile parking spaces. [8.0.2.2.4, 8.0.2.2.7]
2) The Multi-Space Parking Meter will not include a bill acceptor or a printer. [8.0.2.2.3]
3) The Multi-Space Parking Meter will manage spaces with different rates, lengths of stay, and parking restrictions. [8.0.2.2.1, 8.0.2.2.4, 8.0.2.2.7]
4) The Multi-Space Parking Meter will accept payments for any pay station space in the area, provided that the meter has an active wireless connection to the communicate the payment to the Meter Management System.
5) The Multi-Space Parking Meter will allow patrons to add time to their parking stay from similar pay-by-space (PBS) meters in the general area (within walking distance) up to the maximum time limit and not accept payment during restricted parking periods, e.g., tow-away and street-cleaning zones. [8.0.2.2.2, 8.0.2.2.4]
6) The Multi-Space Parking Meter will have only electro-mechanical door locks that are compatible with and operate with the City's existing Nexgen electronic keys (Medeco part number EV-5505R). The lock will only be powered by the electronic key and will be constructed with a stainless steel outer shell and face plate. The face plate will provide resistance to drilling and will break away and spin freely when exposed to a forced open attempt exceeding 80 inch -pounds of torque. Lock will record and store no less than the last 500 access events, including actual accesses and unauthorized attempted access.
7) The Multi-Space Parking Meter will deposit coins directly into a secure, locked cash box, holding a minimum of 1,800 quarters, that will provide no access to contents throughout the collection process and will indicate evidence of tampering.
8) The Multi-Space Parking Meter will include door sensors to register when any locked door is opened and closed.
9) The Multi-Space Parking Meter will include a cash box sensor to register when the cash box is inserted and removed.
10) The Multi-Space Parking Meter will communicate door opened and closed messages and cash box inserted and removed messages to the Meter Management System and will generate an alert when a door has been open and/or when the cash box has been removed for longer than a user-defined length of time from 1 to 30 minutes.

Requirement
11) It is desired that the Multi-Space Parking Meter recognizes and reports the unique cash box ID to the Meter Management System each time the cash box is inserted and removed. Alternatively, the cash box may record the unique meter IDs of the meters in which it is inserted (see Section 2.11.1).
12) The Multi-Space Parking Meter will have configurable alerts to detect open doors after a specified period of time and transmit the status through the Meter Management System.
13) The Multi-Space Parking Meter will accept all other valid forms of payment except coins when the coin box is removed or full.
14) The Multi-Space Parking Meter will not accept any payments until a valid space is selected.
15) The Multi-Space Parking Meter will be designed to permit the cash box to be removed and replaced by a collector in less than 30 seconds without any special tools.
16) It is desired that the Multi-Space Parking Meter have an automatic shutter that rejects and returns all objects or materials not specifically recognized as valid currency for payment.
2.2.2 Performance Requirements
1) The Multi-Space Parking Meter will process coin transactions with no less than 95% accuracy per day.
2) The Multi-Space Parking Meter will be field serviceable for clearing coin jams and foreign objects, requiring no special tools, within five minutes from the time the repair person begins the removal process.

All Meters

Requirement
2.3 Parking Meter (General)
The following requirements apply to both Single-space and Multi-space Parking meters:
2.3.1 Functional Requirements
1) The Parking Meter will perform reliably under the harsh environment of normal on- street conditions as described in Section 4.0. [8.0.2.1.1, 8.0.2.1.2, 8. 0.2.1.5]
2) The Parking Meter will be specifically designed to perform reliably in the rain, without any significant degradation in performance, by limiting water intrusion, directing internal water away from components, and draining internal water.
3) The Parking Meter will operate within a temperature range of 20 to 140 degrees Fahrenheit and under environmental conditions found in the City of Los Angeles, including but not limited to windblown grime, rain, fog, smog, air inversions, salt air, sun (including direct sunlight), and vibrations.
4) Electronic components, including the entire circuit board, will be weather-proofed with a protective coating or equivalent.
5) The Parking Meter housings will be graffiti resistant equivalent to industry standard polyester TGIC powder paint or better. [8.0.2.1.4, 8.0.2.2.4]
6) The Parking Meter must be "tamper-proof" when secured so that program settings cannot be manipulated by probing or by use of unauthorized equipment.
7) The Parking Meter will have a backlit graphic display panel that is large enough to legibly display all necessary operating status and rate structure messages to patrons and all diagnostic and maintenance information to technicians. The display must adapt to changes in illumination (shadows, sunlight, day/night lighting transition) and will be visible throughout a 45-degree viewing angle in all directions and will be visible in all lighting conditions, ranging from direct sunlight to pitch darkness (upon user action). [8.0.2.2.1, 8.0.2.2.2, 8.0.2.2.4]
8) The display will be designed to resist condensation that may occur when warmer weather follows cooler weather and or rain.
9) The Parking Meter will protect all display elements behind a UV-resistant (non- yellowing) Lexan® material that can be replaced in under five minutes without tools or with a single tool.
10) The Parking Meter s hall have secure wireless network capabilities enabling it to communicate to a central server and handheld meter maintenance and enforcement tools. Specific interface requirements are further defined in Section 3.0. [8.0.2.1.7, 8.1.3.1.1, 8.2.2.1.2, 8.3.1.1.2]
11) The Parking Meter will be fully programmable, including firmware and configuration, wirelessly over the air and through a manual method at the meter.

12) The Parking Meter, the associated communications system, and the backend server will all be compliant with the latest available security standards as defined by the Payment Card Industry Data Security Standard (PCI). [8.0.2.1.5, 8.0.2 .1.9]

13) The Parking Meter will detect events such as Coin Jams, Card Reader Blockages, Low Battery and other problems that affect its operation and transmit the status through the Meter Management System.

14) The Parking Meter will support multiple rate schemes, including hourly, progressive, and long-term (jump) rates. It will support up to five rate changes per day. These rates will be configurable via the wireless network. [8.3. 1.1.6, 8.0.2.1.1]

15) The Parking Meter will be able to accept pre-payments prior to start of regulated parking (e.g., pay at 6am for a session that begins at 7am) by showing the space as paid through the beginning of regulated parking. [8.0.2.1.1, 8.0.2.1.2]

16) The Parking Meter will be programmable with all applicable parking restrictions affecting payment ability, including peak hour no stopping, street cleaning no parking, passenger and commercial loading zones, and free parking periods. The Parking Meter will alert the customer and prevent payment approaching and during any restricted period as applicable, notwithstanding the option to require payment for commercial loading zones.

17) The Parking Meter will support part-time commercial loading zones with a 30- minute time limit and will provide the user-selectable option of requiring payment during the loading period(s) using the same or a different rate configuration.

18) The Parking Meter will remotely update and change rate schemes. LADOT must be able to vary the rate by day of week, time of day, block occupancy, holiday, and length of stay via the *ExpressPark* Management System and/or the Meter Management System(s). [8.3.1.1.6, 8.0.2.1.1]

19) In the event of a meter rate or system modification, each Parking Meter will provide confirmation back to the management system of the configuration up date.

20) The Parking Meter will accept time, for spaces under its control, loaded remotely via Meter Management System and in the field with a magnetic stripe maintenance card and/or through a maintenance menu. Parking Meter will record and transmit to the Meter Management System all transactions for which time is given. [8.2.1.1.2, 8.3.1.1.7]

21) The Parking Meter will allow for rate scheme updates for special events via the Meter Management System. [8.3.1.1.6]

22) The Parking Meter will allow customers to view the current paid time and to purchase additional time, based on the current restrictions, regardless of who paid the space previously.

23) The Parking Meter will allow an enforcement officer to visually verify the paid status of any space served by that meter, regardless of how the space was paid, without the need for external equipment.

24) The Parking Meter will be capable of interfacing with a parking occupancy sensor, and, if so programmed, prevent time from being paid above and beyond the posted time limit (e.g., "meter feeding"). [8.0.6.1.4, 8.0.2.1.7]

25) The Parking Meter will be capable of interfacing with a parking occupancy sensor, and, if so programmed, clear some or all of the remaining paid time down to a user- defined maximum time when a vehicle vacates the parking space. The maximum time remaining at the end of a parking session will be configurable. [8.0.2.1.4, 8.0.2.1.5, 8.0.2.1.7, 8.0.6.1.1, 8.0.6.1.4, 8.4.1.1.1]

26) The Parking Meter will have the capability, if enabled, to complete a credit card transaction at the end of a session by allowing a card user to re-insert the card used to initiate a session and be charged for only the amount of time used, and then subsequently clear the remaining time down to a user-defined maximum time ("grace period"). [8.0.2.1.4, 8.0.2.1.5, 8.0.2.1.7, 8.0.6.1.1, 8.0.6.1.4, 8.4.1.1.1

27) The Parking Meter will support coin, card, and cellular payments. It will support dollar coins, quarters, nickels, dimes, tokens, magnetic-stripe credit cards, magnetic-stripe parking cards, contact chip "smart" parking cards, and third-party payments (e.g., cellular payments) via wireless communication. [8.0.2.1.1, 8.0 .2.1.2, 8.0.2.1.3, 8.0.2.1.4, 8.0.2.2.2, 8.0.2.2.3, 8.0.2.2 .4, 8.0.2.1.9, 8.0.2.2.10, 8.0.3.1.2]

28) When one or more forms of payment are unavailable, the Parking Meter will continue to accept all other forms of payment. The Parking Meter will display which forms of payment are available and unavailable to the customer.

29) The Parking Meter will accept coins through a jam-resistant coin validator that detects both metallic and nonmetallic jams at key points in the coin path. It is desirable that the coin validator be made of clear plastic or be easily opened to clear jams and foreign objects. [8.0.2.1.4, 8.0.2.1.2]

30) The coin validator will include an anti-backup provision to prevent the retrieval of deposited coins (e.g., attached to strings, paddles, wires, etc.).

31) The Parking Meter will accept magnetic-stripe credit/debit cards and contact chip "smart" cards.

32) The Parking Meter's card reader will not retain cards and will always permit users to remove cards without damage, especially during a fault situation or power failure.

33) The Parking Meter's card reader will be equipped with a replaceable card wiper, or similar part, which keeps card contacts clean and prevents rain from entering the reader.

34) The Parking Meter will clearly display the proper card orientation for insertion by the customer and will be designed to minimize customer confusion to the extent possible.

35) If a card is inserted improperly, e.g., upside down or reversed, the card will be easily removed by the customer without the use of any tools.

36) All credit card pre-authorization amounts will be greater than $1.00.

37) The Parking Meter will process card transactions in real-time. The length of allowable processing time to complete the transaction on-line before approving it off-line will be user configurable. [8.0.2.1.2, 8.0.2.1.5]

38) When real-time authorization is temporarily unavailable or cannot be completed within the configured time, the Parking Meter will have off-line authorization capability that will verify that the card appears valid, is not on a local Blacklist. These transactions will be processed as soon as practical once real-time authorization is restored, but without affecting normal user operation. [8.0.2.1.5]

39) The Parking Meter will limit the amount of time that can be purchased by one card at the same meter to one time limit per day in off-line mode (to limit fraud exposure) or per a user-defined period when on-line authorization is available (to limit meter feeding).

40) The Parking Meter will store a Blacklist of credit cards that it should never accept. This list will be automatically generated and automatically updated at least nightly based on real-time transaction criteria. Moreover, City officials can add any account number to the Blacklist. A card will remain on the Blacklist for a user-defined period of time from 1 to 12 weeks, and the Parking Meter Blacklist storage capacity will be sized accordingly. [8.0.2.1.5, 8.4.1.1.1, 8.0.2.1.8]

41) The Parking Meter will support user-defined credit card amount settings, including minimum amount, maximum amount, default amount first displayed, and amount selection increment, and rounding increment. When charging credit card payments for the maximum permitted time, the Parking Meter will round the selection to the next highest selection amount according to the user-defined rounding increment. [8.3.1.1.6, 8.0.2.1.2]

42) Mechanism will record and store the number of coins validated and any card validation count.

43) The Parking Meter will detect and count unacceptable or invalid coins.

44) At the time of collection, the Parking Meter will report total revenue since the last collection, by coin denomination, credit card, and smart card, either automatically based on can replacement or by inserting a collection card.

45) Audit information will be sent wirelessly to the Management System but must also be available for retrieval through a connection to a standard PC running Windows XP.

46) The Parking Meter will have storage capability to retain all trans action data for a minimum of thirty (30) days.

47) Financial audit data will not be affected by the reading or retrieval of maintenance data, by resetting the meter, or by other such events.

48) The Parking Meter will support integration with cellular payment technologies. The cellular payment system will communicate with the meter to have the meter indicate that a payment was made via cellular payment technologies. [8.0 .3.1.1, 8.0.3.1.2, 8.0.3.1.3, 8.0.2.1.9]

49) All Parking Meter maintenance functions and diagnostics will be accessible through a series of maintenance menus available following the insertion of a magnetic-stripe "maintenance" card, or equivalent which uniquely identifies the maintenance technician. The Parking Meter will support manually logging a minimum of 40 maintenance events using user-defined repair codes that can be updated remotely for all meters.

50) Parking Meter Power Source

a. The Parking Meter will be powered by battery and/or rechargeable solar-powered battery pack. [8.0.2.1.5]

b. All batteries will have a minimum shelf-life of two (2) years.

c. When battery voltage falls below a minimum threshold, the Parking Meter will generate an alert a minimum of three days prior to meter going out of service. [8.2.1.1.1]

d. Battery connections will be designed to resist corrosion and to sustain a minimum of five years of service.

e. Power source will sustain meter operation for a minimum of twelve (12) months for solar equipped battery packs and six months for batteries without solar assistance

f. Power source will be designed to be replaced without tools or with a single tool in under two minutes.

g. Current battery voltage will be available on the meter display and through the Meter Management System.

h. All locally-stored meter data will be retained during battery replacement and a battery failure of seven days or less.

51) Parking Meter Internal Clock and Time Management

a. The Parking Meter will have at least a 365-day calendar real-time clock that will either retain the time settings during battery replacements or servicing, or will accurately reset the time settings without losing prior programming; reset will occur within 3 seconds of battery replacement or servicing. If back-up power built into the meter is used for this function, this back-up power must allow at least 15 minutes for a given battery change without losing the clock settings.

b. The clock will be programmable at least one year in advance for automatic daylight savings time changes; Vendor must program daylight savings for the first 2 years of the agreement.

c. The time-of-day clock will be accurate to within plus or minus two seconds per day (where a day is defined as any given 24-hour period).

d. The clock will sync with the time on the Meter Management System a minimum of once per day, but ideally every time it communicates with the Meter Management System. Any clock that is off by more than 2 seconds will generate an alarm. Said alarm will include the number of seconds, minutes, days, months or years the by which clock is off, e.g., if the time was 13:05:0 0 on January 2, 2009 and the meter's clock reported a time of 14:15:15 on February 2, 2009 the alarm would state that the meter is 1 hour, 10 minutes, 0 15 seconds, 31 days and 0 years off. There will be no upper limit or maximum deviation that would prevent the clock from syncing with the Meter Management System.

e. The clock will track the day of week, Monday through Sunday.

f. Time of day and day of week will be visible to maintenance staff on the front display screen.

2.3.2 Performance Requirements

1) Coin counts for each coin denomination deposited into the collection container (coin can or cash box) will be no less than 99% accurate per collection.

2) The Parking Meter will have a power supply capable of operating continuously for a minimum of 12 months with solar equipped battery packs and 6 months for batteries without solar assistance.

3) The Parking Meter will complete any payment type transaction within 20 seconds from the last user input (e.g. hitting an 'ok' button) to approval and completion.

4) The Meter will report its change in status, e.g. paid/expired, outages, to server within two minutes no less than 95% of the time.

5) Once programmed into the central back end system, rates will update to the new rate within twenty minutes no less than 95% of the time.

6) The Parking Meter will post time loaded remotely within 20 seconds of completing the transaction no less than 95% of the time.

Attachment A – Detailed Requirements

Section II – Cellular Payment Technology

Requirement
2.6 Cellular Payment Technology
The cellular payment technology will enable users to pay for on-street parking from their personal cell phones. The cellular payment components that are "on the street" will be comprised of physical signs or labels clearly visible at parking spaces or meters and/or pay stations that indicate a unique parking space identifier and the necessary information for accessing the Cellular Payment System. The processing of payments will be handled by a vendor-managed system that will interface between meter devices, back end management systems, data repositories, web portals, and enforcement systems. To meet the goals of the project the system must:
2.6.1 Functional Requirements
1) The Cellular Payment System will operate with all cellular systems in use in the City of Los Angeles. [8.0.3.1.3]
2) The Cellular Payment System will allow payments to be made via touchtone, Interactive Voice Response (IVR), and at least one of the following methods: SMS message or smart phone applications for iPhone, BlackBerry, and Android.
3) The Cellular Payment System will support the existing alphanumeric meter numbering system in the format AAA####B, where AAA is a zone code of one to three letters, #### is a meter number from 1 to 4999, and B is a single letter or omitted.
4) The Cellular Payment System will support the existing pay station numbering system that consists of a four-digit pay station number and a three-digit space number. The first two digits (thousands and hundreds digits) of the pay station number, representing the zone, combined with the three-digit space number uniquely define the metered space.
5) The Cellular Payment System will communicate each payment to both the associated parking meter or pay station and independently to the enforcement system serving the enforcement handheld devices.
6) The Cellular Payment System will support all pricing and rate structures, hours of operation, time limits, and parking restrictions in use in the project area.
7) The price and rate structure, hours of operation, time limit, and parking restrictions in use by the Cellular Payment System will always match those currently in use (presented to the customer) by the meter equipment for each metered space in the project area. This information will be retrieved automatically by the Cellular Payment System from the Parking Management System and/or one of more of the Meter Management Systems.
8) The Cellular Payment System will provide registration services by both voice (live and/or Interactive Voice Response) and via a website using HTTPS protocol. [8.0.3.1.1, 8.0.3.1.2]

Requirement
9) The Cellular Payment System will provide reminder notifications to users via SMS messaging and/or e-mail, depending upon user preference, when the paid time for their space is nearing expiration. It is preferred that the sender phone number shown on all users' caller ID be consistently the same. All reminder notifications will be sent at least 10 minutes before the paid time expires.
10) If so specified in their account preferences, reminder notifications will be sent to users who have paid for their parking space using a registered credit card at the meter or pay station, using a registered cellular phone, or using an authenticated smart phone application.
11) Users will be able to respond directly to reminder notifications (by text or e-mail, as appropriate) and add time to their metered space if allowed (see next specification in this section). [8.0.3.1.2, 8.0.3.1.4]
12) The Cellular Payment System will be able to add additional time if additional time is allowed. Additional time will be limited or not permitted if the additional time would extend into a restricted period or exceed the total allowable purchased time (time limit) by that user. If additional time is not allowed or is limited, the payment will be prorated and limited to only the maximum allowable period and the user will be informed of the restriction using the same form of communication used to purchase the additional time. [8.0.3.1.1, 8.0.3.1.2, 8.0.6.1.1]
13) The Cellular Payment System will notify the customer of any payment that is not successfully processed, i.e. no time is provided for the space.
14) The cellular payment will be presented to parking enforcement personnel in the same manner as if the payment had been made at the parking meter or pay station, i.e. visually at the meter or on the enforcement handheld already used for enforcement.
15) The Cellular Payment System will integrate with the *Express*Park™ and/or Meter Management System to provide transactional data and retrieve all updates to rates and policy information for each space.
16) The Cellular Payment System will provide each customer a secure, password- protected, web-based account through which to provide at least one cellular phone number, at least one credit card number, and at least one e-mail address; review payments; print transaction receipts; and manage their account settings. The user may specify if and how (SMS, e-mail) they would like to be notified prior to the expiration of their paid time.
2.6.2 Performance Requirements
1) The Cellular Payment System will be operable 99% of the time between 6:00 AM – 11:59 PM seven days per week, excluding "noticed" maintenance periods agreed to in advance by LADOT.
2) The Cellular Payment System will cause the payment to be made to the metered space within 20 seconds of the customer completing the payment, 98% of the time.
3) The Cellular Payment System will send all notifications within 20 seconds of the referenced time, 99% of the time.

Attachment A – Detailed Requirements

Section III – On-Street Wireless Vehicle Sensors

Requirement
2.4 On-Street Parking Occupancy Sensors
A parking or vehicle detection sensor detects the physical presence of a vehicle in each space. The sensors utilized by the system will measure true occupancy rates of on-street parking. They will also detect and record arrival and departure times for vehicles. To meet the goals of the project the sensors must:
2.4.1 Functional Requirements
1) The On-Street Parking Sensors will be fully electronic. [8.0.6.1.2]
2) If separately powered, the On-Street Parking Sensor battery will last no less than two years if replaceable in under five minutes while a vehicle is parked in the space, or otherwise no less than five years.
3) The On-Street Parking Sensors and related equipment will perform under street conditions, as described in Section 4.0. [8.0.6.1.2, 8.0.6.1.3]
4) The On-Street Parking Sensors will detect the presence of a vehicle in a designated space once stationary and will detect the absence of a vehicle in a designated space once vacant. [8.0.1.1.1, 8.0.1.2.2, 8.0.6.1.1]
5) The On-Street Parking Sensors will have wireless communication capabilities to communicate to a central server or to other devices either directly or via a parking meter or pay station. Specific interface requirements are further defined in Section 3.0. [8.0.6.1.2]
6) The On-Street Parking Sensors will not impede vehicular, bicycle, or pedestrian movement. [8.0.6.1.3]
7) The On-Street Parking Sensors will be capable of integrating, either directly or indirectly, with parking meters to allow the meters to determine occupancy length (to prevent time allowed above posted limit) and clearing of meter time at the end of parking session. [8.0.2.1.7, 8.0.2.2.8, 8.0.6.1.4]
8) Any communications equipment installed on street lights must be FCC and ANSI compliant, weigh no more than 12 pounds, have a surface area of no more than one square foot on each side, and have an exterior color matching the pole to which it is attached. If the equipment is powered via a connection to the street light photo cell, it will draw no more than 1.5 amps of operational current at 120 volts, and no more than 2.0 amps at start-up.
9) Sensor will operate accurately and continuously notwithstanding changes in illumination (shadows, sunlight, day/night lighting transition).
10) Sensor will be designed to be resistant to vandalism and intentional damage.
11) Sensor and related equipment must comply with all federal, state and local regulations pertaining to such devices.
2.4.2 Performance Requirements

Requirement
1) The On-Street Parking Sensors will accurately detect each parked vehicle arrival and departure at a rate of no less than 90% per day. A vehicle must be continuously stationary for at least 10 seconds to be considered "parked."
2) The On-Street Parking Sensors will accurately report the occupied status of parked vehicles in a designated space at a rate of no less than 90% per day.
3) The On-Street Parking Sensors will communicate parking events and change in status wirelessly to the server within three minutes at least 90% of the time per day.
4) It is desired that the On-Street Parking Sensors communicate to the local meter within 10 seconds at least 95% of the time per day.

Attachment A – Detailed Requirements

Section IV – Off-Street Occupancy Systems

Requirement
2.7 Off-Street Occupancy Systems
The off-street facilities in the *Express*Park™ area are primarily operated and managed by agencies other than LADOT, including the LA Department of General Services, LA Convention Center and LA Live. Additionally, two of these facilities are owned by El Pueblo and one by the LA Department of Parks and Recreation. Each of these facilities will communicate to the Parking Guidance System the number of unassigned, publicly-available parking spaces available in their facility to *Express*Park™ users. To meet the goals of the project, the Off-Street Occupancy Systems must:
2.7.1 Functional Requirements
1) The Off-Street Occupancy Systems will provide occupancy, arrival counts, and departure counts, for each monitoring area (lot, level, zone within a level) on a real- time basis. [8.0.7.1.1]
2) The Off-Street Occupancy Systems will report occupancy status and related statistics to the Parking Guidance System either continuously or at user-defined intervals. [8.0.7.1.1]
3) If independently powered, the battery for any sensor used as part of an Off-Street Occupancy System will last no less than two years if replaceable in under five minutes while a vehicle is parked in the space, or otherwise no less than five years.
4) Outdoor field equipment will perform under environmental conditions as described in Section 4.0. [8.0.6.1.2, 8.0.6.1.3]
5) Off-Street Occupancy System equipment will not impede vehicular or pedestrian movement. [8.0.6.1.3]
6) Off-Street Occupancy System equipment will be designed to be resistant to vandalism and intentional damage.
7) Off-Street Occupancy System equipment will operate accurately and continuously notwithstanding changes in illumination (shadows, sunlight, day/night lighting transition).
8) Off-Street Occupancy System equipment must comply with all federal, state and local regulations pertaining to such devices.
9) Where individual vehicle sensors are utilized, handicap spaces will be counted separately.
10) Only unassigned, publicly- available parking spaces will be monitored with individual vehicle sensors. For cordon-counting systems, these spaces may be excluded physically or logically, whichever is more cost effective.

Attachment A – Detailed Requirements

Section V – Parking Guidance System

Requirement
2.5 Neighborhood Dynamic Message Signs
These signs will be used to guide motorists in high-demand areas of parking that may be located on adjacent block faces and/or nearby facilities. It is anticipated that they will contain both static and dynamic elements. This will require:
2.5.1 Functional Requirement
1) Display of current relevant parking information for the designated area or facility conveyed with clarity and conforming to MUTCD specifications where appropriate. [8.0.4.1.2, 8.0.9.1.1]
2.5.2 Performance Requirements
1) The Neighborhood DMS will update new messages within one minute of the message being sent by the Parking Guidance System, 95% of the time per day. [8.0.9.1.1]
2) The Neighborhood DMS will display the programmed message no less than 95% of the time per day. [8.0.9.1.1]

Requirement
2.8 Parking Guidance System
This technology will utilize users' personal resources (computers, cell phones, web-enabled phones, etc.) to request/receive information regarding parking availability and rates. Application(s), server, network, capacity, security, etc. will be designed dependent upon user and system needs. To meet the goals of the project the Parking Guidance System must:
2.8.1 Functional Requirements
1) The Parking Guidance System will provide available details on parking location, availability, detailed rate information, maximum stay (time limit), hours of operation, parking restrictions, and other relevant parking policies. [8.0.8.1.1]
2) The Parking Guidance System will provide parking information to motorists through smart phone applications for iPhone, BlackBerry, and Android devices. [8.0.8.1.1]
3) The Parking Guidance System will provide parking information to motorists through a public website, in both desktop and mobile versions, by list and map. It will accept user queries based on neighborhoods, intersections, or addresses. It will also provide future expected rate information to the extent feasible. [8.0.1.2.1, 8.0.1.2.2, 8.0.1.2.3, 8.0.1.2.4]
4) The Parking Guidance System will provide parking information to motorists using Metro's GO 511 System through an interface to the L.A. County RIITS Network. [8.0.8.1.1]

Requirement
a. At a minimum, the following parking information will be provided:
i. XY coordinates of parking lot location
ii. Time stamp of last update
iii. Name of parking lot
iv. Cross streets of parking lot location
v. Parking Inventory and number of parking spaces currently available
vi. Current price (per hour or flat rate)
b. The Parking Guidance System will provide an application programming interface (API) that will allow the regional 511 system to request parking availability and pricing information on demand.
c. The API will be developed in the form of an authenticated XML web service using a REST interface.
d. The API will allow the 511 system to request parking availability and pricing within a specified radius of any location within the project area using any of the following methods:
i. The name of an established LA City landmark;
ii. An intersection;
iii. An address;
iv. A geographic location as a latitude/longitude pair.
e. The API will allow the 511 system to request an inventory of all units within the project area including unit number, unit type, and unit location.
5) The Parking Guidance System will provide parking information to motorists through an interface with in-vehicle navigation systems (both manufacturer-installed and portable aftermarket systems). [8.0.8.1.1]
6) The Parking Guidance System will provide parking information to motorists through an interface with Neighborhood DMS. [8.0.8.1.1, 8.0.9.1.1]
7) The Parking Guidance System will assemble DMS messages by sign location to provide relevant details on current parking pricing and availability. [8.0.8.1.1]
8) The Parking Guidance System will provide current off-street parking pricing and availability to motorists through an interface with each off-street parking facility's "Lot" DMS. [8.0.8.1.1]
9) The Parking Guidance System will deliver DMS messages through a SOAP/XML interface with TransCore's Transuite software using the NTCIP 2306 Center-to-Center (C2C) standard protocol. [8.0.8.1.1] The existing interface provides three methods for interacting with DMSs:
a. Share DMS Inventory – returns a list of the signs in the system and the size of each sign.
b. Share DMS Status Information – returns a list containing the status of each sign in the system (including the current message being displayed on the sign).
c. Share DMS Control – allows requesting a message to be posted on a DMS and validating that the requested message will fit on the sign.

Requirement
d. An additional method will be added to return the DMS fonts to allow the Parking Guidance System to format message requests properly.
10) The Parking Guidance System will provide current parking pricing and hours for all off-street parking facilities in the project area through (a) an interface with a web service and/or (b) providing the ability for parking operators to securely log in and update their operating information.
11) The Parking Guidance System will receive real-time parking availability from all Off-Street Occupancy Systems in the project area. [8.0.7.1.1]
12) The Parking Guidance System will provide operators of off-street parking facilities equipped with Off-Street Occupancy Systems a means to establish and update their availability, rates, and other operational parking information. They will also be provided on-site devices and/or a web-based interactive portal that displays the number of spaces being advertised as available in their facility versus actual availability. This will allow for garages to set aside capacity for special events, monthly pass holders, and other users as they see fit. The interface will also allow the operator to correct any discrepancy between the actual number o f vacancies and the reported number of vacancies. This software and associated equipment will be expandable to future locations. [8.0.7.1.1, 8.0.7.1.2]

Attachment A – Detailed Requirements

Section **VI** – Parking Management System

Requirement
2.9 *Express*Park™ Parking Management System
The *Express*Park™ Parking Management System will provide centralized reporting and performance analysis for the City's overall metered parking program. The system will interface with the existing and new vendor-managed Sensor and Meter Management Systems, the Cellular Payment System, the *Express*Park™ Parking Guidance System, the *Express*Park™ Guided Enforcement System, the *Express*Park™ Meter Collection System with Collections Analysis Module, and the current and future Citation Processing System. The *Express*Park™ Parking Management System will also incorporate the intelligent *Express*Park™ Engine to analyze and determine demand-based parking rates and operational parameters. To meet the goals of the project, the *Express*Park™ Parking Management System and vendor Meter Management Systems must:
.9.1 Functional Requirements
.) The *Express*Park™ Parking Management System will provide centralized reporting and performance analysis for all of he City's metered assets, covering the following categories: financial, asset status, equipment outages, parking transactions arking space occupancy, and equipment inventory tied to each parking space, and workforce management. [8.3.1.1.1, .3.1.1.2, 8.3.1.1.4]
) The *Express*Park™ Parking Management System will calculate and report performance measures and evaluate perational effectiveness and operational efficiency based on available staffing. [8.3.1.1.1, 8.3.1.1.2, 8.3.1.1.4]
) The *Express*Park™ Parking Management System will collect and store inputs from off-street facilities, all relevant endor-managed systems (covering meters and parking sensors), maintenance, enforcement, and those inputs manually ogged into system. [8.3.1.1.1]
) The *Express*Park™ Parking Management System will include the *Express*Park™ Engine, which utilizes algorithms to letermine optimal rates, time limits, and enforcement hours to achieve 70-90% occupancy on each block during meter nforcement hours. [8.3.1.1.5]
. The system will iteratively analyze data from sensors, meters, and enforcement systems and evaluate the impact on arking behavior of previous adjustments. Further refinements will be recommended until the optimal balance is achieved.
. The system will incorporate artificial intelligence that "learns" from the impacts of prior iterations to improve future ecommendations.
. Meter rate changes will be made under supervision of LADOT personnel, but the system will be capable of automated ate adjustments performed under set criteria.
l. The system will accommodate three successive phases of demand-based pricing development and implementation as ollows: i. Phase I – Base Hourly Rate. Using baseline data iteratively set base hourly rates to influence demand toward goals. ii. Phase II – Time of Day. Building upon the demand balance achieved in Phase I, identify peak periods and set prices by time of day. iii. Phase III – Adaptive. In select areas, adjust prices per b lock in real-time based on current demand.

i) The *Express*Park™ Parking Management System and/or Meter Management System(s) will, under LADOT's upervision, have the capability to remotely set rates, time limits, and enforcement hours for all Single- and Multi-Space Meters in the project area. These changes will be simultaneously set for the Cellular Payment System. Additionally, djustments can be scheduled for future dates and/or times. [8.3.1.1.6]

i) The *Express*Park™ Parking Management System will provide a management-level dashboard system that will display verview data by category and geographical orientation. It will allow for drill-down where relevant. [8.3.1.1.4]

') The *Express*Park™ Parking Management System and Meter Management Systems will be web-based and run from any tandard web browser, and will meet state-of- the-art Internet standards for graphics and design and for speed, reliability, nd security for dynamic content and user interaction. All systems will take less than 30 seconds to log in and be ready to se from the time a user hits the log in button. [8.3.1.1.4]

i) The *Express*Park™ Parking Management System will have the capability to create a number of re-occurring or ad-hoc eports as needed. These will be available for download in a format compatible with Microsoft Excel (.XLS file and comma eparated value files .CSV), and other external databases as needed. The reports will cover, but are not limited to, the ollowing areas [8.3.1.1.8]:

a. Revenue collection totals by meter, zone, area, route, etc.

b. Maintenance activity by area, location, meter model, frequency, etc.

c. Operational status by meter number and location identification

d. Daily collection report by meter, route, zone, etc.

e. Space occupancy levels and information (including duration and turnover) by block and zone, with "drill-down" ability for specific spaces at specific times.

f. Meter asset inventory

)) The *Express*Park™ Parking Management System and Vendor Management Systems will provide credit card processing letails, including real-time, delayed, and declined, as well as the date and time of authorization.

.0) The *Express*Park™ Parking Management System will have the capability to maintain an operational "inventory" of all nits, by identification number and location, listing individual unit routes (collection and maintenance), rates, hours, and ther relevant attributes. The inventory will support the current numbering system as follows:

a. alphanumeric meter number in the format AAA####B, where AAA is a zone code of one to three letters, #### is a meter number from 1 to 4999, and B is a single letter or omitted.

b. pay station number consisting of a four-digit pay station number and a three-digit space number. The first two digits (thousands and hundreds digits) of the pay station number, representing the zone, combined with the three-digit space number uniquely define the metered space.

.1) The *Express*Park™ Parking Management System and Meter Management Systems will provide the end user the ability o assign meters to predetermined groupings, for example by collection routes, sub-routes, maintenance area, etc., and will upport the management or configuration of those metered spaces by group or individually for scheduling assignments, nonitoring, usage analysis, enforcement, viewing, and programming.

.2) The *Express*Park™ Parking Management System and/or Vendor Management System(s) will record all meter naintenance alarms and disseminate maintenance information via web portal, email, and text messaging, supporting a ninimum of 30 maintenance technicians. [8.2.1.1.1]

.3) The *Express*Park™ Parking Management System and/or Meter Management System(s) will include a maintenance vork order management module using meter failure information provided from all sources, including enforcement officers ınd customer service representatives.

.4) The *Express*Park™ Parking Management System and/or Meter Management System(s) will allow customer service, naintenance, or administration to remotely load time on any specific metered space to address equipment malfunctions and ıser errors and will allow time to be reduced on a metered space (with a proportional refund) for accidental credit card over ›ayment. All such transactions will b e auditable and tracked by authorizing user. [8.3.1.1.7, 8.2.1.1.2]

.5) The *Express*Park™ Parking Management System and/or Meter Management System(s) will have a module whereby a ıser can enter in a parking space number and date to get a list of the then currently applied rates (including any special ›vent rates) and hours of operation.

.6) The *Express*Park™ Parking Management System will include an adjudication assistance reporting tool allowing a ıearing examiner to input the meter and/or space number, date, and time of a citation and then be provided a comprehensiv‹ eport on transactions and paid status, outages and meter status, and maintenance activity near the time of the citation.

.7) The *Express*Park™ Parking Management System and Meter Management Systems will represent the date in the general .equence: month, day, year, and will represent all times in the local time of Los Angeles.

.8) The *Express*Park™ Parking Management System and all Meter Management Systems will provide on-line access to the ›urrent year plus, at a minimum, two previous years of all types of data retained in the system (including data from off-treet facilities), and will provide archive capabilities thereafter.

.9) All data will be replicated on one or more duplicate servers with hourly backups. Further redundancy will be provided ›y replicating the data daily on an off-site secure server located within the continental United States.

!.9.2 Performance Requirements

.) The *Express*Park™ Parking Management System and all Meter Management Systems will be fully operational no less han 99% of the time from 6:00 AM to 12:00 AM each day.

Attachment A – Detailed Requirements

Section VII – Advanced Meter Revenue Collections

Requirement
2.11 Collection System Requirements
To support the efficient collection and tracking of parking meter revenue as it varies with revised parking rates, an advanced revenue collection system will be provided as part of *Express*Park™. To meet the goals of the project, the Meter Collection System must:
2.11.1 Functional Requirements
1) All single-space meter coin cans will be equipped with a permanent sensor or label uniquely identifying each.
2) It is desired that the Single-Space Parking Meter recognizes and reports the unique coin can ID to the Meter Management System each time the coin can is inserted and removed (see Section 2.1.1)
3) Coin collection canisters will be equipped with a mobile reader that uniquely identifies each coin can that is emptied into the canister (collected). The mobile reader will retain and report the coin can collection records, including date and time of collection, to the Meter Collection System either in real-time through a secure cellular connection to the Internet or at the end of shift through a physical connection or a secure proximity wireless connection, e.g. Bluetooth. The mobile reader will update its date and time from the Internet or network at least once each business day.
4) The Meter Collection System will maintain a database associating coin can and meter IDs.
5) The Collection Analysis Module will be integrated with the Parking Management System.
6) The Collection Analysis Module will track all coin collections for single-space meters and pay stations, integrated with data from the Meter Management Systems and Electronic Lock Management System.
7) The Collection Analysis Module will reconcile daily meter revenue by collection canister (single-space meters) and pay station cash box, as reported by the respective meter management systems, the collection canister mobile readers (associating actual meters collected with canisters), and LADOT's existing database of actual daily collection canister and pay station cash box coin counts.
8) The Collection Analysis Module will analyze collection frequency by collection route and recommend optimal collection frequency and scheduling based on historical collection data, future rate changes, and a user-defined factor of safety.
9) The Collection Analysis Module will analyze collection routes and recommend optimal collection routes by grouping single-space meters and pay stations (separately or together) with similar collection frequency needs based on historical collection data, future rate changes, and a user-defined factor of safety.
10) The Collection Analysis Module will prepare comprehensive collection schedules based on current and proposed collection routes and frequencies.

Requirement
11) The Collection Analysis Module will generate collection key programming based on the selected collection schedule, integrated with and implemented through the City's existing Medeco Security Manager System for lock access management.
2.11.2 Performance Requirements
1) The collection canister mobile readers will correctly recognize the coin can ID number of no less than 99% of all coin cans collected per canister per day.

Attachment A – Detailed Requirements

Section VIII – Meter Enforcement System

Requirement
2.10 Enforcement Requirements
To monitor and ensure the effectiveness of on-street pricing in managing demand, a Guided Enforcement System will be provided as part of *Express*Park™. To meet the goals of the project the Guided Enforcement System must:
2.10.1 Functional Requirements
1) The Guided Enforcement System will alert and route enforcement officers to potential violations, record enforcement actions, and exclude handled potential violations. Enforcement actions will include, at a minimum, vehicle cited, vehicle exempt, vehicle displaying a valid disabled placard, space paid, space not occupied, and no action taken.
2) The Guided Enforcement System will provide real-time paid space information for all currently-occupied metered spaces and serve as the primary means for enforcing pay station spaces. [8.1.1.1.1, 8.1.1.1.2]
3) Parking spaces identified in the Guided Enforcement System as potentially in violation will be those parking spaces, identified as occupied by a parking sensor, for which parking is not currently permitted due to parking restrictions, overstay of limited time parking (including loading zones), and/or unpaid meter status, and for which no enforcement officer has taken an action during the occupancy of the current vehicle. The Guided Enforcement System will include a user setting to exclude overstay of limited time parking in the criteria separately for metered spaces and loading zones.
4) The Guided Enforcement System will identify on a map interface the enforcement officer location and, by block face, the total number of parking spaces potentially in violation and not yet handled by an officer.
5) The Guided Enforcement System will provide a map view, which displays, for each block face, the total number of unhandled parking spaces potentially in violation.
6) The Guided Enforcement System will provide a list view, which displays, for each block face, the location of unhandled parking spaces potentially in violation, identified by meter or space number and street address.
7) The Guided Enforcement System will allow each enforcement officer to track the number of citations issued and to record all enforcement actions.
8) Data will be updated in the Guided Enforcement System in re al-time as field conditions change: payments are received and occupancy changes.
9) Supervisors will have a unique user name and password login privilege to remotely supervise shifts and squads, deployed in one or multiple locations.
10) Supervisors will have the ability to log in to any enforcement officer user group to remotely view, in real time, field conditions (i.e., volume and location of unhandled potential violations).

Requirement
11) The Guided Enforcement System will include a web-based management tool to support enforcement officer management, evaluation of current enforcement routes and staffing, and development of future enforcement routes and staffing based upon measured demand, violation patterns, and proposed meter rate changes.
12) Enforcement handheld devices will display meter space time remaining (or expired status).
13) Enforcement handheld devices will communicate wirelessly to the Internet using the cellular system and will notify the enforcement officer if a connection is not available.
14) Enforcement handheld citation devices will integrate with LADOT's citation processing system.
15) Enforcement handheld citation devices will meet or exceed the specifications of the Duncan AutoCITE X3, which are currently in use, except that an integrated printer inside the device is not a requirement.
2.10.2 Performance Requirements
1) Potential violation spaces (occupied, unpaid/over limit, and unhandled spaces) will be accurately shown as such in the Guided Enforcement System no less than 90% of the time per day.
2) Potential violation spaces (occupied, unpaid/over limit, and unhandled spaces) will update in the handheld device within 10 seconds of refresh request, 95% of the time per day.
3) The delay in issuing a citation due to handheld device communication time will be less than 10 seconds for 95% of the citations issued per day.
4) Considering expired time citations issued to pay station spaces using a handheld citation device, citations issued to spaces that had been paid more than 60 seconds prior to citation issuance will total less than 0.5% of all such pay station citations issued per day.

EXHIBIT 2
PAYMENT SCHEDULE

PAYMENT MILESTONES
Contractor will invoice for meters according to the following schedule:
Meters

(1) Single Space Meters and Meter Collection System
  (a) 90% of equipment cost to be invoiced monthly based upon meters installed and successful unit acceptance testing
  (b) 10% upon completion of all installations and final end-to-end acceptance testing
(2) Upgrade of Existing Multi- Space Pay stations
  (a) 90% of equipment upgrade cost to be invoiced monthly based upon upgrade and successful unit acceptance testing
  (b) 10% upon completion of all installations and final end-to-end acceptance testing
(3) On Street Wireless Vehicle Sensors
  (a) 70% to be invoiced monthly as sensors are installed, contingent upon successful unit acceptance testing.
  (b) 30% to be invoiced upon completion of all installations and final end-to-end acceptance testing
  (c) In addition, the operating responsibility for approximately 600 existing Streetline sensors will be transferred to ACS as per Scope of Work. Monthly billing will commence at time of transfer.
(4) Meter Enforcement System - Handhelds and Supervisor's Laptop Computers
  (a) 75% Invoiced at delivery of new Handhelds (including citation processing software), printers, and supervisor's laptops
  (b) 25% upon completion and delivery of Directed Enforcement and final acceptance test
(5) Local "Neighborhood" DMS
  (a) Invoiced monthly upon installation and unit acceptance testing.
(6) Off-Street Occupancy Systems and Off Street Parking "Lot" DMS
  (a) 80%Invoiced monthly upon installation and unit acceptance testing
  (b) 20% - Invoiced upon completion of all installations and acceptance testing
(7) Parking Management System and Parking Guidance System
  (a) Total costs for the Parking Management System will be allocated according to the following schedule:
    (i) Collection System – 10%
    (ii) Parking Guidance System – 5%
    (iii) Off Street Occupancy and DMS – 10%
    (iv) Dynamic Pricing Engine (Phase I) – 15%
    (v) Asset Management – 10%
    (vi) Workforce Management – 10%

(vii) Dynamic Pricing Engine (Phase II) – 15%

(viii) Dynamic Pricing Engine (Phase III) – 15%

(ix) End-to-end system testing – 10%

(b) Progress payments based on component allocations will be invoiced according to the following milestones:

(i) 20% at submission of draft requirements

(ii) 55% upon installation of each module on system

(iii)25% upon successful final acceptance testing of each module

(8) Staff Costs

(a) Project management and staff costs for the period prior to launch date shall be billed on a monthly basis in seven (7) equal payments. Payment will be based on the total price for staff during implementation.

(b) Project management and staffing after launch date shall be billed monthly in equal payments for subsequent operations. Payments will be based on the total annual price for staff during demonstration/operations. This billing will start after system acceptance and scheduled launch date whichever is later. If City delays the launch date after system acceptance, ACS will be reimbursed for staffing costs needed to maintain the system. These costs will be mutually agreed upon. Monthly costs will be prorated for partial months.

(9) System Maintenance Costs

(a) System maintenance for demonstration period shall be billed in twelve equal payments based on annual system costs for the Parking Management System.

(b) Monthly maintenance payment will begin after system acceptance and scheduled launch date whichever is later, regardless of whether the City delays the launch date. Monthly costs will be prorated for partial months.

(10) Operating Costs

(a) Operational and on-going maintenance services shall be invoiced on a monthly basis, beginning with acceptance or when City begins beneficial use of the components listed above.

(11) Systems Engineering Management Plan

(a) Billed upon completion and delivery of the following individual documents:

(i) Update Concept of Operations (15%)

(ii) Configuration Management Plan (15%)

(iii) Software Development Plan (15%)

(iv) Work Plan and Deployment Plan (15%)
(v) Operations and Maintenance Plan (15%)
(vi) Data Security and Safety Plan (15%)
(vii) Final Draft of SEMP (10%)

(12) Public Outreach

(a) Billed monthly as a percentage of completion of the following tasks and deliverables:
  (i) Task1 - Community Relations
    1. Development and Implementation of Community Relation Plan
    2. Website Activities (Webinars and associated educational activities)
    3. Preparation of Graphic materials
  (ii) Task 2 – Public Relations
    1. Public Relations Plan Development and Implementation
    2. Public Service Announcement and Demonstration Video Production
    3. Graphics and Production of Public Relations Kit w/ExpressPark Brand
    4. Internet Activities in Support of PR Plan
  (iii) Task 3 – Local Match
    1. Develop Local Match Sponsorship Program
(b) Task 4 – Cooperative Advertising
  (i) Development of Cooperative Agreements and Recruitment of Partners
  (ii) Graphics and Production for Signs, images for the digital advertising in elevators, lobbies and on websites
(c) Task 5 and 6 - Develop Express Park Sponsorship Program
  (i) Development of Cooperative Agreements
  (ii) Recruit Sponsorship Partners
  (iii) Graphic and Website support for partner and sponsor linkage

(13) Additional Items :

(a) Transuite System, upon receipt of the Transuite invoice, ACS will invoice the City 100% in accordance with (Exhibit 1, Section 20.2
(b) Patent Upgrade License fee to be invoiced upon executing license with City.
(c) Contractor will price and offer as option modification of Large Dynamic message Signs (existing seven (7) large full-matrix DMS signs) to bring them to NTCIP compliance, along with other changes as needed to support the *Express* Park ™ project. Costs to be invoiced monthly upon installation and unit acceptance testing.

Attachment B - Payment Schedule Summary

Express Park™ Payment Schedule Summary
For Reference Purposes Only
9/29/2011

Project Budget

	FY 2012				FY 2013				
	Q1	Q2	Q3	Q4	Q1	Q2	Q3	Apr-12	Total
Hardware Costs	-	1,737,199	3,564,621	974,814	-	1,010,986	-	-	$ 7,287,621
Sales Tax	-	138,070	189,810	43,486	-	33,146	-	-	$ 404,513
Parking Management System	-	303,818	595,343	1,120,828	583,238	288,188	-	-	$ 2,891,415
Sys Eng. Mgmt. Plan	-	44,650	54,573	-	-	-	-	-	$ 99,223
Public Outreach	-	316,251	126,633	57,115	-	-	-	-	$ 500,000
Staff Costs	-	374,330	374,330	318,562	290,678	290,678	290,678	96,893	$ 2,036,149
TranSuite C2C Upgrade	-	-	49,295	-	-	-	-	-	$ 49,295
Patent License Upgrade	-	100,000	-	-	-	-	-	-	$ 100,000
Operating Costs	-	111,355	583,997	905,541	909,090	909,090	909,090	303,030	$ 4,631,195
Contingency	-	-	-	-	-	-	-	-	$ -
Totals	-	3,125,675	5,538,604	3,420,346	1,783,006	2,532,089	1,199,768	399,923	$ 17,999,410

Operating Costs

Single Space Meters	$0	$22,667	$132,666	$136,956	$136,956	$136,956	$136,956	$45,652	$ 748,807
Multi Space Meters	$0	$2,110	$16,711	$18,737	$18,737	$18,737	$18,737	$6,246	$ 100,014
Pay by cell	$0	$0	$0	$5,853	$8,780	$8,780	$8,780	$2,927	$ 35,119
cc transactions	$0	$15,257	$89,294	$92,182	$92,182	$92,182	$92,182	$30,727	$ 504,005
Meter Enforcement and Supervisor Computer	$0	$422	$5,064	$7,575	$8,198	$8,198	$8,198	$2,733	$ 40,386
MERGE™	$0	$0	$0	$251,720	$251,720	$251,720	$251,720	$83,907	$ 1,090,788
On-Street Wireless Vehicle Sensors	$0	$68,593	$336,291	$386,496	$386,496	$386,496	$386,496	$128,832	$ 2,079,700
Off-Street Occupancy Systems	$0	$0	$0	$2,026	$2,026	$2,026	$2,026	$675	$ 8,778
Local "Neighborhood" DMS	$0	$2,190	$3,285	$3,285	$3,285	$3,285	$3,285	$1,095	$ 19,712
Off-Street Parking "Lot" DMS	$0	$0	$0	$0	$0	$0	$0	$0	$ -
Meter Collection System	$0	$116	$686	$712	$712	$712	$712	$237	$ 3,887
	$0	$0	$0	$0	$0	$0	$0	$0	
Total	$ -	$ 111,355	$ 583,997	$ 905,541	$ 909,090	$ 909,090	$ 909,090	$ 303,030	$ 4,631,195

Attachment C – Final Pricing Sheets

Express Park - Price Schedules
Major Components - Final Pricing

Project Costs

RFP Section	Component	Sheet	Final Price
II.C., pg 10	Systems Engineering Management Plan	SEMP	$ 99,223
II.D., pg 11	Single-Space Parking Meters	M & S	$ 3,353,767
II.D., pg 11	Multi-Space Pay Stations	M & S	$ 248,106
II.E., pg 15	Cellular Payment Technology (Initial Costs)	Cellular Payment	$ -
II.F., pg 15	On-Street Wireless Vehicle Sensors	M & S	$ 3,138,572
II.G., pg 17	Off-Street Occupancy Systems	Off-Street Occupancy	$ 348,673
II.H., pg 18	Parking Guidance System	DMS & PGS	$ 146,767
pg. 20	Local "Neighborhood" DMS	DMS & PGS	$ 1,026,178
pg. 21	Off-Street Parking "Lot" DMS	DMS & PGS	$ 32,966
pg 21	Parking Info for "Non-Project" Off-Street Facilities *	DMS & PGS	
II.I., pg 22	Parking Management System	Parking Management	$ 3,751,529
II.J., pg 24	Meter Collection System	Meter Collection	$ 439,273
II.K., pg 25	Meter Enforcement System (Handheld Devices)	Meter Enforcement	$ 280,232
II.M., pg 27	Technical Support Training	Parts & Tech	$ -
II.N., pg 27	Public Outreach and Marketing	Public Outreach	$ 500,000
	Sales Tax @ 8.75%	Sales Tax	$ 431,762
	Staff Costs - Prior to Launch Date	Staff Costs	$ 873,437
	Staff Costs - One-year evaluation period	Staff Costs	$ 1,162,712
	Additional Items not covered above **		$ 149,925
	Total		**$ 15,983,122**

Annual Operating Costs

II.D., pg 11	Single-Space Parking Meters	M & S	$ 916,548
II.D., pg 11	Multi-Space Pay Stations	M & S	$ 74,947
II.E., pg 15	Cellular Payment Technology (Operational Costs)	Cellular Payment	$ 35,119
II.K., pg 25	Meter Enforcement System (Communication)	Meter Enforcement	$ 32,790
	Total Annual Meter Operational Costs* **		**$ 1,059,404**

Express Park - Price Schedules

Program Enhancement Options

			Year 3	Year 4	Year 5
II.L., pg 26	Warranty, Parts and Service (Extended Warranty)	Parts & Tech	$ 281,875	$ 405,703	$ 447,539

			Pershing Square, Level 1
II.H., pg 21	Internal Off-Street PGS	DMS & PGS	$ 390,523

			Broadway Spr.	LA Garage
	DMS for CRA Facilities	DMS & PGS	$ 24,992	$ 8,331

			Broadway Spr.	LA Garage
	Off-street Occupancy System for CRA Facilities	Off-street Occupancy	$ 43,058	$ 40,847

			Initial Costs	Annual Operating Costs
	Extending the Evaluation Period by 1 year	Extended Eval	$ -	$ 4,800,835
	Upgrade existing CMSs		TBD	

Assumptions:

- These Summary sheet figures are for illustrative purposes only. Actual pricing is contained on individual sheets that follow.
- 24 month base contract term, with two 1-year options
- Assumes the city will be responsible for all credit card merchant/processing fees.
- Software escrow cost to be provided once final solution is defined.
- sales tax figures are estimates. Actual sales tax incurred will be billed to City.
- Assumes CPI increase on services.
- Pricing does not include costs for street closures, traffic control signs and personnel during installation.
- All software is provided on a licensing basis.
- Software licensing Option 10a will be offered for a 7.5% discount for all the continuing Parking Mgt System and Staffing services for the 2 (1 year) option periods.
- Technical support/Training costs are included with Hardware/Software costs from respective vendors

* Cost for "Non-Project Off-Street facilities" is included in the "Parking Guidance System Cost"

Express Park - Price Schedules
Meters & Sensors - Final Pricing

Proposer: ACS

Date: 9/28/2011

Item	Unit of Measure	Definition of Quantity	Quantity	Recommended Solution IPS SSPM Unit Cost	Recommended Solution IPS SSPM Extended Cost
Single-Space Parking Meters - City purchases the new Model 95 housings					
Meter housings - refurbished	each	# of meters	0		$ -
Meter mechanisms	each	# of meters	5,487	$ 517.60	$ 2,840,043.77
Vault locks	each	# of meters	2,000	$ 126.60	$ 253,200.00
Labor to Install	per meter	# of meters	5,487	$ 47.48	$ 260,522.76
ExpressPark Costs, Single-Space Meters					$ 3,353,766.53

Credit Card Transaction Fee	per card transaction	12 mos @ 40/mtr	2,633,760	$ 0.14	$ 368,726.40
Communication Cost	per meter per month	meter months (12 mos)	65,844	$ 3.83	$ 252,182.52
Monthly System Cost	per meter per month	meter months (12 mos)	65,844	$ 4.49	$ 295,639.56
Annual Operating Cost, Single-Space Meters					$ 916,548.48

NOTE: The recommended solution for the multi-space meters is to use the existing Duncan VM pay stations. If any modifications are required, they should be priced here.

Item	Unit of Measure	Definition of Quantity	Quantity	Recommended Solution Duncan VM Unit Cost	Recommended Solution Duncan VM Extended Cost
Multi-Space Pay Stations					
Upgrade existing Hardware	each	# of pay stations	148	$ 1,676.40	$ 248,106.46
Labor to Install	per pay station	# of pay stations	148	$ -	$ -
ExpressPark Costs, Multi-Space Meters					$ 248,106.46

Credit Card Transaction Fee	per card transaction	12 mos @ 200/ps	355,200	$ -	$ -
Communication Cost	per pay sta. per month	pay station mos. (12 mos)	1,776	$ 42.20	$ 74,947.20
Monthly system cost	per pay sta. per month	pay station mos. (12 mos)	1,776	$ -	$ -
Annual Operating Cost, Multi-Space Meters					$ 74,947.20

Express Park - Price Schedules
Sensors

Item	Unit of Measure	Definition of Quantity	Quantity	Recommended Solution Streetline Unit Cost	Recommended Solution Streetline Extended Cost
On-street Vehicle Sensors - Flush to Street Surface- embedded					
Activation Fee	per space	# of spaces	6,000	$ 239.09	$ 1,434,536.25
Labor to Install	per space	# of spaces	6,000	$ 26.38	$ 158,250.00
Monthly system cost	per space per month	space months (12 mos.)	79,200	$ 19.52	$ 1,545,786.00
Total Cost, On-Street Flush Mounted					$ 3,138,572.25

Assumptions:

- Price for Multi-Space meters is for limited upgrade for the existing Duncan meters
- Pricing does not include on-street sensor removals.
- Pricing does not include decals on single space meters.
- Pricing assumes minimum activation of 6000 spaces.
- City will provide services related to street closure and traffic signs during installation.
- IPS Monthly Pricing assumes 4 rate change per month. Additional changes per month will be an additional $0.64 per rate change.
- Assumes a $6.50 permitting charge per sensor if the city chooses to perform installation of sensors.
- Sensors will be leased for the contract period.

-The City would have an option to procure additional quantities of equipment (except upgrade to Multi-Space meters) on above sheets (Meter and Sensors) at corresponding prices for the contract term, effort required to integrate these additional devices into Merge System will be estimated and negotiated as needed. Activation Fee and Monthly system cost for the sensors assumes that City will be invoiced for one sensor per metered space, including instances where contractor may need to install multiple sensors in order to meet performance standards. For unmetered spaces, required number of sensors/space will be determined based on use of the space and City will be invoiced for actual number of sensors installed.

Express Park - Price Schedules

Dynamic Message Signs - Final Pricing

Proposer: ACS

Date: 9/28/2011

Dynamic Message Signs

Item	Unit of Measure	Quantity	Recommended Solution Skyline VMS-LED-L-3-08F Unit Cost	Extended Cost
Local Neighborhood DMS				
Design	Hours	1600	$ 105.50	$ 168,800.00
Signs	Each	12	$ 41,039.14	$ 492,469.68
Installation	Each	12	$ 29,143.06	$ 349,716.72
Communication Cost	Sign-Months	144	$ 105.50	$ 15,192.00
Total Cost, Neighborhood DMS				$ 1,026,178.40

Item	Unit of Measure	Quantity	Recommended Solution Amano McGann Unit Cost	Extended Cost
Off-Street Parking "Lot" DMS				
Design	Hours	40	$ 71.21	$ 2,848.50
Signs	Each	4	$ 3,932.25	$ 15,729.02
Installation	Each	4	$ 3,597.00	$ 14,388.00
Communication Cost	Sign-Months	0	$ 105.50	$ -
Total Cost, "Lot" DMS				$ 32,965.52

The construction cost per sign has increased to eliminate monthly communication cost

Item	Unit of Measure	Broadway Spring Amano McGann Quantity	Unit Cost	Extended Cost	LA Garage Amano McGann Quantity	Unit Cost	Extended Cost
Off-Street Parking "Lot" DMS							
Design	Hours			$ -			$ -
Signs	Each	3	$ 3,932.25	$ 11,796.75	1	$ 3,932.25	$ 3,932.25
Installation	Each	3	$ 4,398.30	$ 13,194.89	1	$ 4,398.30	$ 4,398.30
Communication Cost	Sign-Months	0	$ 105.50	$ -	0	$ 105.50	$ -
Total Cost, "Lot" DMS				$ 24,991.64			$ 8,330.55

Item	Unit of Measure	Quantity	Unit Cost	Extended Cost
Parking Guidance System				
System Development & Implementation		1	$ 146,767.38	$ 146,767.38
Monthly System Cost	Month	12		$ -
Total Cost, Parking Guidance System				$ 146,767.38

Parking Garage Guidance Systems - Demonstration Project

Pershing Square, Level 1

Site #1: Pershing Square Level 1 Item	Unit of Measure	Quantity	Option # 1 Amano McGann Unit Cost	Extended Cost
Internal Parking Guidance System (PGS)				
Design	Hours			$ -
Hardware	Each	1	$ 326,758.82	$ 326,758.82
Installation		1	$ 62,814.70	$ 62,814.70
Monthly System Cost (for 12 months)	Month	12	$ 79.13	$ 949.56
Total Cost, Internal PGS				$ 390,523.08

Express Park - Price Schedules

Off-Street Occupancy Systems - Final Pricing

Proposer: ACS

Date: 9/28/2011

NOTE; Each off-street facility is unique and may require a different solution. Therefore you should submit a brief statement of work and pricing for each facility.

Pershing Square

Recommended Solution
Statement of Work - Loop Detector-based System provided by Amano McGann

Item	Unit of Measure	Quantity	Unit Cost	Extended Cost
System Design	Hours	1		$ -
Hardware and Software	Each	1	$ 50,840.45	$ 50,840.45
Installation Costs	Hours	1	$ 17,407.50	$ 17,407.50
Monthly System Cost	Month	12	$ 84.40	$ 1,012.80
Total Cost, Pershing Square				$ 69,260.75

LA Mall / Civic Center

Recommended Solution
Statement of Work - Loop Detector-based System provided by Amano McGann

Item	Unit of Measure	Quantity	Unit Cost	Extended Cost
System Design	Hours	1		$ -
Hardware and Software	Each	1	$ 30,392.44	$ 30,392.44
Installation Costs	Hours	1	$ 9,384.23	$ 9,384.23
Monthly System Cost	Month	12	$ 84.40	$ 1,012.80
Total Cost, LA Mall				$ 40,789.47

El Pueblo - Lot 2

Recommended Solution
Statement of Work - Loop Detector-based System provided by Amano McGann

Item	Unit of Measure	Quantity	Unit Cost	Extended Cost
System Design	Hours	1		$ -
Hardware and Software	Each	1	$ 18,763.18	$ 18,763.18
Installation Costs	Hours	1	$ 8,281.75	$ 8,281.75
Monthly System Cost	Month	12	$ 84.40	$ 1,012.80
Total Cost, El Pueblo - Lot 2				$ 28,057.73

Convention Center

Recommended Solution
Statement of Work - Loop Detector-based System provided by Amano McGann

Item	Unit of Measure	Quantity	Unit Cost	Extended Cost
System Design	Hours	1		$ -
Hardware and Software	Each	1	$ 80,350.91	$ 80,350.91
Installation Costs	Hours	1	$ 65,969.15	$ 65,969.15
Monthly System Cost	Month	12	$ 84.40	$ 1,012.80
Total Cost, Convention Center				$ 147,332.86

Express Park - Price Schedules

Aiso Street Garage

Recommended Solution
Statement of Work - Loop Detector-based System provided by Amano McGann

Item	Unit of Measure	Quantity	Unit Cost	Extended Cost
System Design	Hours	1		$ -
Hardware and Software	Each	1	$ 18,715.70	$ 18,715.70
Installation Costs	Hours	1	$ 8,281.75	$ 8,281.75
Monthly System Cost	Month	12	$ 84.40	$ 1,012.80
Total Cost, Aiso Street Garage				$ 28,010.25

Cathedral Parking Lot 755

Recommended Solution
Statement of Work - Loop Detector-based System provided by Amano McGann

Item	Unit of Measure	Quantity	Unit Cost	Extended Cost
System Design	Hours	1		$ -
Hardware and Software	Each	1	$ 19,174.63	$ 19,174.63
Installation Costs	Hours	1	$ 15,034.81	$ 15,034.81
Monthly System Cost	Month	12	$ 84.40	$ 1,012.80
Total Cost, Cathedral Parking Lot 755				$ 35,222.23

TOTAL COST, ALL OFF-STREET FACILITIES	**$ 348,673.29**

LA Garage

Recommended Solution
Statement of Work - Loop Detector-based System provided by Amano McGann

Item	Unit of Measure	Quantity	Unit Cost	Extended Cost
System Design	Hours	1		$ -
Hardware and Software	Each	1	$ 27,753.89	$ 27,753.89
Installation Costs	Hours	1	$ 12,080.81	$ 12,080.81
Monthly System Cost	Month	12	$ 84.40	$ 1,012.80
Total Cost, LA Garage				$ 40,847.49

Broadway Spring Center

Recommended Solution
Statement of Work - Loop Detector-based System provided by Amano McGann

Item	Unit of Measure	Quantity	Unit Cost	Extended Cost
System Design	Hours	1		$ -
Hardware and Software	Each	1	$ 27,753.89	$ 27,753.89
Installation Costs	Hours	1	$ 14,291.03	$ 14,291.03
Monthly System Cost	Month	12	$ 84.40	$ 1,012.80
Total Cost, Broadway Spring Center				$ 43,057.72

Assumptions

Assumes Convention Center system will be installed in conjunction with the other work being performed for that facility by Amano.
Only two (Venice and South) of the four convention center lots will be equipped with off-street occupancy systems.
Operators will use the web-enabled interface to report information regarding space availability for the other two lots.

Express Park - Price Schedules

Systems Engineering Management Plan (SEMP) - Final Pricing

Proposer: ACS

Date: 9/28/2011

NOTE: The Systems Engineering Process and the SEMP are essential for this project. This project is classified as a high risk ITS project by the FHWA. As such, the FHWA must approve the final SEMP as a condition for funding. The Contractor shall be responsible for completing the SEMP. The pricing schedule should include the labor hours by skill level and by work breakdown structure. The level of detail should be consistent with the Proposer's management system.

The Proposer should include the costs for all systems development, detailed design, software coding, subsystem integration, sub system verification, etc., which are not included elsewhere in these pricing schedules.

Use the following framework as a guide.

Systems Engineering Management Plan				
Item	Unit of Measure	Quantity	Unit Cost	Extended Cost
High-Level Design				
Senior Management Office	Hours	80	$ 322.59	$ 25,807.42
Senior Associate Engineer/	Hours	180	$ 207.14	$ 37,284.93
Senior Engineer/Analyst	Hours	220	$ 149.41	$ 32,870.51
Junior Analyst/Clerical	Hours	48	$ 67.91	$ 3,259.89
Detailed Design				
Systems Engineer	Hours			$ -
Systems Analyst	Hours			$ -
Programmers	Hours			$ -
Etc.				$ -
Software Coding				
Systems Engineer	Hours			$ -
Systems Analyst	Hours			$ -
Programmers	Hours			$ -
Etc.				$ -
Subsystem Integration and Verification				
Systems Engineer	Hours			$ -
Systems Analyst	Hours			$ -
Programmers	Hours			$ -
Etc.				$ -
System Integration and Verification				
Systems Engineer	Hours			$ -
Systems Analyst	Hours			$ -
Programmers	Hours			$ -
Etc.				$ -
System Validation				
Systems Engineer	Hours			$ -
Systems Analyst	Hours			$ -
Programmers	Hours			$ -
Etc.				$ -
[Add Appropriate Items - following Proposer's work breakdown structure]				

GRAND TOTAL SEMP $ 99,222.75

Note: Be sure to adjust formula for additional line items

Express Park - Price Schedules
Parking Management System - Final Pricing

Proposer: ACS

Date: 9/28/2011

Item	Unit of Measure	Quantity	Unit Cost	Extended Cost
Parking Management System				
System Development & Implementation		1	$ 2,744,647.97	$ 2,744,647.97
System Maintenance Cost	Month	12	$ 83,906.78	$ 1,006,881.31
Total Cost, Parking Management System				$ 3,751,529.28

Express Park - Price Schedules
Cellular Payment Technology - Final Pricing

Proposer: ACS

Date: 9/28/2011

Item	Unit of Measure	Quantity	Recommended Solution Park mobile Unit Cost	Recommended Solution Park mobile Extended Cost
Cellular Payment Technology				
Setup Costs	each	1		$ -
Total ExpressPark Costs				$ -

Monthly System Cost	month	12		$ -
Transaction Charges	each	319260	$ 0.11	$ 35,118.60
Other Costs				$ -
Total Annual Operational Costs				$ 35,118.60

Assumptions:

- Transaction Charges are related to IPS meters pushing cellular payments to meters.

Express Park - Price Schedules
Meter Collection System - Final Pricing

Proposer: ACS

Date: 9/28/2011

			Recommended Solution IPS	
Item	**Unit of Measure**	**Quantity**	**Unit Cost**	**Extended Cost**
Meter Collection System				
Setup Costs	each			$ -
Coin cans	each	5,487	$ 62.25	$ 341,565.75
Coin collection canisters	each	60	$ 1,582.50	$ 94,950.00
Coin Analysis Module *	hours			$ -
Monthly System Cost	canister months	720	$ 3.83	$ 2,757.60
Other Costs	each	1		$ -
Total Cost, Meter Collection System				$ 439,273.35

Assumptions:

- Monthly system costs above covers IPS wireless data collection from coin canisters.
- The monthly system cost for the coin analysis module is included in the Parking Management System Monthly costs.
-Can and Canister pricing includes 5 year warranty
* Cost for Coin Analysis Module included in Parking Management System costs.

Express Park - Price Schedules
Meter Enforcement System - Final Pricing

Proposer: ACS

Date: 9/28/2011

Item	Unit of Measure	Quantity	Recommended Solution: Streetline ME, ACS Pocket PEO, Motorola MC9500 w/ Zebra QL320, Panasonic Tough book	
			Unit Cost	Extended Cost
Meter Enforcement System				
Setup Costs	each	1		$ -
Handheld Devices	each	50	$ 4,350.39	$ 217,519.50
Supervisor In-vehicle Hardware	vehicle	10	$ 6,271.20	$ 62,712.00
Other Costs				$ -
Total ExpressPark Costs				$ 280,231.50
Communication Cost - Handhelds	device-month	600	$ 42.20	$ 25,320.00
Communication Cost - Vehicle Hardware	vehicle-month	120	$ 62.25	$ 7,470.00
Monthly System Cost	month	12	$ -	$ -
Other Costs				$ -
Total Annual Operational Costs				$ 32,790.00

Assumptions:

- The monthly system cost for the Meter Enforcement System is included in the Parking Management Monthly System costs.

- Price for Handheld Devices includes 5 year warranty

- Price for Supervisor In-vehicle Hardware - Panasonic tough books includes 5 year warranty

Express Park - Price Schedules

Parts Discount and
Technical Support / Training - Final Pricing

Proposer: ACS

Date: 9/28/2011

Parts Discount Structure	
Item	Discount from Published List
Single-space meters	5%
(add more as needed)	

Technical Support / Training			
Item	Unit of Measure	Unit Cost	Extended Cost
			$ -
(add detail)			$ -
			$ -
			$ -
			$ -
Total Cost, Technical Support / Training			$ -

NOTE; In the tables above, list and price the elements of the programs. Warranty costs should be included in equipment prices.

Express Park - Price Schedules

Annual Cost of Extended Warranties

			Annual Warranty Costs					
			Year 3		Year 4		Year 5	
Item	Quantity	Total Cost	Per Unit	Total	Per Unit	Total	Per Unit	Total
IPS Extended Warranty	5,487	781,485.98	36.93	202,607.48	52.75	289,439.25	52.75	289,439.25
Medeco Locks Extended Warranty	2,000	161,415.00	11.08	22,155.00	26.90	53,805.00	42.73	85,455.00
LA Express Head End Software System	1	11,525.88	3,560.63	3,560.63	3,798.00	3,798.00	4,167.25	4,167.25
Broadway Spring Garage - Facility Wide	1	8,995.99	2,716.63	2,716.63	2,901.25	2,901.25	3,378.11	3,378.11
Aiso Garage - Facility Wide Warranty	1	5,218.03	1,582.50	1,582.50	1,693.28	1,693.28	1,942.26	1,942.26
Cathedral Garage - Facility Wide	1	5,065.06	1,524.48	1,524.48	1,635.25	1,635.25	1,905.33	1,905.33
Convention Center - Facility Wide	1	25,140.65	7,596.00	7,596.00	8,134.05	8,134.05	9,410.60	9,410.60
El Pueblo - Facility Wide	1	5,218.03	1,582.50	1,582.50	1,693.28	1,693.28	1,942.26	1,942.26
LA Garage - Facility Wide	1	8,995.99	2,716.63	2,716.63	2,901.25	2,901.25	3,378.11	3,378.11
LA Mall - Facility Wide	1	8,995.99	2,716.63	2,716.63	2,901.25	2,901.25	3,378.11	3,378.11
Pershing Square - Facility Wide	1	14,921.92	4,536.50	4,536.50	4,854.06	4,854.06	5,531.37	5,531.37
Neighborhood signs (12 signs)	1	45,576.00	13,187.50	13,187.50	15,086.50	15,086.50	17,302.00	17,302.00
Parking DMS Signage Pershing Square (3 signs)	1	4,586.09	1,202.70	1,202.70	1,436.91	1,436.91	1,946.48	1,946.48
Parking DMS Signage Aiso Garage (1 signs)	1	1,528.70	400.90	400.90	478.97	478.97	648.83	648.83
Parking DMS Signage LA Garage (1 signs)	1	1,528.70	400.90	400.90	478.97	478.97	648.83	648.83
Parking DMS Signage Broadway Springs (3 signs)	1	4,586.09	1,202.70	1,202.70	1,436.91	1,436.91	1,946.48	1,946.48
Pershing Square - Individidual Bay - Level 1 _IPGS	1	40,333.71	12,185.25	12,185.25	13,029.25	13,029.25	15,119.21	15,119.21
Totals		1,135,117.76		281,874.90		405,703.42		447,539.44

Assumptions:

-Technical support/Training costs are included with Hardware/Software costs from respective vendors
-The base price for all equipment is provided with 2 year warranty, exceptions are noted below:
a) Enforcement Handhelds and supervisor computers are provided with five year warranties
b) Collection cans and canisters are provided with five years warranties
c) On-Street sensors are provided on a service basis, the service costs are guaranteed for the four year contract period.
d) For multi-space meters, warranties are limited to just the upgrades

Extended warranties are provided for all equipment for 3 additional years, City will have an option to exercise warranties for Year 3, Year 4 and Year 5 at the beginning of that year. Exceptions are noted below:
a) Multi-Space meters - No extended warranties are included in the contract.
b) On-street sensors - extended warranties not applicable as system is leased not owned

Express Park - Price Schedules
Public Outreach and Marketing - Final Pricing

Proposer: ACS

Date: 9/28/2011

Public Outreach and Marketing				
Item	**Unit of Measure**	**Quantity**	**Unit Cost**	**Extended Cost**
Task 1: Community Relations		1	$140,000.00	$ 140,000.00
Task 2: Public Relations		1	$185,000.00	$ 185,000.00
Task 3: Local Match		1	$ 25,000.00	$ 25,000.00
Task 4: Cooperative Agreements		1	$ 75,000.00	$ 75,000.00
Task 5 and 6: Develop Express Park Sponsership Program		1	$ 75,000.00	$ 75,000.00
				$ -
Total Cost, Public Outreach and Marketing				$ 500,000.00

NOTE; In the table above, list and price the elements of the public outreach and marketing program. You may propose several alternatives, but all proposals shall include a program that is priced at $500,000.

Express Park - Price Schedules
Sales Tax Detail - Final Pricing

Proposer: ACS

Date: 9/28/2011

NOTE: For the Recommended Solution, provide detail to support the Sales Tax included in your proposal. Be sure to include all taxable items.

8.75%

	(a)	(b)	(c) = (a) x (b)	(d) = 8.75% x (c)	(e) = (c) + (d)
Item	**Unit Cost**	**Quantity**	**Total w/o Tax**	**Sales Tax**	**Total**
Single-space meter mechanisms	$ 517.60	5,487	2,840,043.77	248,503.83	3,088,547.59
Vault Lock	$ 126.60	2,000	253,200.00	22,155.00	275,355.00
Local Neighborhood DMS signs	$ 41,039.14	12	492,469.68	43,091.10	535,560.78
Off-Street Parking Lot DMS signs	$ 3,932.25	4	15,729.02	1,376.29	17,105.30
Off-Street Parking Lot DMS signs - Broadway	$ 3,932.25	3	11,796.75	1,032.22	12,828.97
Off-Street Parking Lot DMS signs - LA Garage	$ 3,932.25	1	3,932.25	344.07	4,276.32
Off-Street Occupancy Pershing Square	$ 50,840.45	1	50,840.45	4,448.54	55,288.99
Off-Street Occupancy LA Mall / Civic Center	$ 30,392.44	1	30,392.44	2,659.34	33,051.78
Off-Street Occupancy El Pueblo - Lot 2	$ 18,763.18	1	18,763.18	1,641.78	20,404.96
Off-Street Occupancy Convention Center	$ 80,350.91	1	80,350.91	7,030.70	87,381.61
Off-Street Occupancy Aiso Street Garage	$ 18,715.70	1	18,715.70	1,637.62	20,353.32
Off-Street Occupancy Cathedral Parking Lot 755	$ 19,174.63	1	19,174.63	1,677.78	20,852.40
Off-Street Occupancy LA Garage	$ 27,753.89	1	27,753.89	2,428.46	30,182.35
Off-Street Occupancy Broadway Spring Center	$ 27,753.89	1	27,753.89	2,428.46	30,182.35
Off-Street Occupancy Pershing Square IPGS	$ 326,758.82	1	326,758.82	28,591.40	355,350.22
Coin cans	$ 62.25	5,487	341,565.75	29,887.00	371,452.75
Coin collection canisters	$ 1,582.50	60	94,950.00	8,308.13	103,258.13
Handheld Devices	$ 4,350.39	50	217,519.50	19,032.96	236,552.46
Supervisor In-vehicle Hardware	$ 6,271.20	10	62,712.00	5,487.30	68,199.30
			-	-	-
			-	-	-
			-	-	-
			-	-	-
			-	-	-
			-	-	-
			-	-	-
Totals			$ 4,934,422.61	$ 431,761.98	$ 5,366,184.58

Assumptions:

- sales tax figures are estimates. Actual sales tax will be billed to City.

Express Park - Price Schedules

Staff Hours and Pricing - Final Pricing

Proposer: ACS

Date: 9/28/2011

Team Member	Position	Hourly Rate	Prior to Launch Date		One-Year Evaluation Period		Additional Year Evaluation	
			Hours	Cost	Hours	Cost	Hours	Cost
	Regional Director	$ 170.81	325	$ 55,555.85		$ -		$ -
	Program Director	$ 106.76	976	104,167.21		-		-
	Business Analyst	$ 64.05	1,301	83,333.77		-		-
	Project Performance Analyst	$ 80.07	1,301	104,167.21		-		-
	Implementation Manager	$ 128.11	651	83,333.77		-		-
	Technicians	$ 64.05	2,602	166,667.54		-		-
	Training - Kerri Rivers	$ 96.08	325	31,250.16		-		-
			-	-		-		-
	Production Control	$ 31.09	929	28,889.04		-		-
	Help Desk Technician	$ 64.05	186	11,904.82		-		-
	Operations and Support	$ 128.11	130	16,666.75		-		-
	Systems Design/Engineering	$ 144.12	1,301	187,500.98		-		-
				-		-		-
	Program Director	$ 106.76		-	2,080.00	222,052.56	2,080.00	222,052.56
	Business Analyst	$ 64.05		-	2,080.00	133,231.54	2,080.00	133,231.54
	Project Performance Analyst	$ 80.07		-	2,080.00	166,539.42	2,080.00	166,539.42
	Technicians	$ 64.05		-	4,160.00	266,463.07	4,160.00	266,463.07
				-	-	-	-	-
	Production Control	$ 31.09		-	2,080.00	64,661.71	2,080.00	64,661.71
	Help Desk Technician	$ 64.05		-	2,080.00	133,231.54	2,080.00	133,231.54
	Operations and Support	$ 128.11		-	208.00	26,646.31	208.00	26,646.31
	Systems Design/Engineering	$ 144.12		-	1,040.00	149,885.48	1,040.00	149,885.48
				-		-		-
				-		-		-
				-		-		-
				-		-		-
				-		-		-
				-		-		-
				-		-		-
				$ 873,437.10		$ 1,162,711.61		$ 1,162,711.61

Recorded on "Extended Evaluation Period" Worksheet

Assumptions:
- staffing rates are negotiable for change orders

Pricing of Additional Items

NOTE: This portion of the sheet is for the tabulation of any additional items or detail, which are not included elsewhere. Be sure to tie the total to the "Summary of Components" sheet. If the total is significant, provide supporting detail.

Item	Cost
Open Parking Patent City Wide Upgrade License	$100,000.00
Transuite DMS Software Upgrade	$49,925.00
Total	$ 149,925.00

Cost of Extending Evaluation Period by 1 Year - Final Pricing

Proposer: ACS

Date: 9/28/2011

One-time Costs	Cost
Total One-time Costs	$ -

Operating Costs	Monthly	Annual
Staff Costs		$ 1,162,711.61
PMS System Cost	$ 83,906.78	$ 1,006,881.31
Sensors - Monthly System Cost	$ 128,815.50	$ 1,545,786.00
Off-Street Occupancy System	$ 675.20	$ 8,102.40
Local DMS Signs	$ 1,266.00	$ 15,192.00
Off-Street DMS	$ -	$ -
Meter Collections System	$ 229.80	$ 2,757.60
Operating Costs	$ 88,283.69	$ 1,059,404.28
Total Operating Costs	$ 303,176.97	$ 4,800,835.20

Assumptions:

- Extended operating costs does not include additional enhanced options.

EXHIBIT 3
STANDARD PROVISIONS FOR CITY CONTRACTS

STANDARD PROVISIONS FOR CITY CONTRACTS

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STANDARD PROVISIONS FOR CITY CONTRACTS

PSC-1. CONSTRUCTION OF PROVISIONS AND TITLES HEREIN

All titles, subtitles, or headings in this Contract have been inserted for convenience, and shall not be deemed to affect the meaning or construction of any of the terms or provisions hereof. The language of this Contract shall be construed according to its fair meaning and not strictly for or against the **CITY** or **CONTRACTOR**. The word **"CONTRACTOR"** herein in this Contract includes the party or parties identified in the Contract. The singular shall include the plural; if there is more than one **CONTRACTOR** herein, unless expressly stated otherwise, their obligations and liabilities hereunder shall be joint and several. Use of the feminine, masculine, or neuter genders shall be deemed to include the genders not used.

PSC-2. NUMBER OF ORIGINALS

The number of original texts of this Contract shall be equal to the number of the parties hereto, one text being retained by each party. At the **CITY'S** option, one or more additional original texts of this Contract may also be retained by the City.

PSC-3. APPLICABLE LAW, INTERPRETATION AND ENFORCEMENT

Each party's performance hereunder shall comply with all applicable laws of the United States of America, the State of California, and the **CITY**, including but not limited to, laws regarding health and safety, labor and employment, wage and hours and licensing laws which affect employees. This Contract shall be enforced and interpreted under the laws of the State of California without regard to conflict of law principles. **CONTRACTOR** shall comply with new, amended, or revised laws, regulations, and/or procedures that apply to the performance of this Contract.

In any action arising out of this Contract, **CONTRACTOR** consents to personal jurisdiction, and agrees to bring all such actions, exclusively in state or federal courts located in Los Angeles County, California.

If any part, term or provision of this Contract is held void, illegal, unenforceable, or in conflict with any law of a federal, state or local government having jurisdiction over this Contract, the validity of the remaining parts, terms or provisions of the Contract shall not be affected thereby.

PSC-4. TIME OF EFFECTIVENESS

Unless otherwise provided, this Contract shall take effect when all of the following events have occurred:

A. This Contract has been signed on behalf of **CONTRACTOR** by the person or persons authorized to bind **CONTRACTOR** hereto;

B. This Contract has been approved by the City Council or by the board, officer or employee authorized to give such approval;

C. The Office of the City Attorney has indicated in writing its approval of this Contract as to form; and

D. This Contract has been signed on behalf of the **CITY** by the person designated by the City Council, or by the board, officer or employee authorized to enter into this Contract.

PSC-5. INTEGRATED CONTRACT

This Contract sets forth all of the rights and duties of the parties with respect to the subject matter hereof, and replaces any and all previous Contracts or understandings, whether written or oral, relating thereto. This Contract may be amended only as provided for in paragraph PSC-6 hereof.

PSC-6. AMENDMENT

All amendments to this Contract shall be in writing and signed and approved pursuant to the provisions of PSC-4.

PSC-7. EXCUSABLE DELAYS

In the event that performance on the part of any party hereto is delayed or suspended as a result of circumstances beyond the reasonable control and without the fault and negligence of said party, none of the parties shall incur any liability to the other parties as a result of such delay or suspension. Circumstances deemed to be beyond the control of the parties hereunder include, but are not limited to, acts of God or of the public enemy; insurrection; acts of the Federal Government or any unit of State or Local Government in either sovereign or contractual capacity; fires; floods; earthquakes; epidemics; quarantine restrictions; strikes; freight embargoes or delays in transportation, to the extent that they are not caused by the party's willful or negligent acts or omissions, and to the extent that they are beyond the party's reasonable control.

PSC-8. BREACH

Except for excusable delays as described in PSC-7, if any party fails to perform, in whole or in part, any promise, covenant, or agreement set forth herein, or should any representation made by it be untrue, any aggrieved party may avail itself of all rights

and remedies, at law or equity, in the courts of law. Said rights and remedies are cumulative of those provided for herein except that in no event shall any party recover more than once, suffer a penalty or forfeiture, or be unjustly compensated.

PSC-9. WAIVER

A waiver of a default of any part, term or provision of this Contract shall not be construed as a waiver of any succeeding default or as a waiver of the part, term or provision itself. A party's performance after the other party's default shall not be construed as a waiver of that default.

PSC-10. TERMINATION

A. TERMINATION FOR CONVENIENCE

The **CITY** may terminate this Contract for the **CITY'S** convenience at any time by giving **CONTRACTOR** thirty days written notice thereof. Upon receipt of said notice, **CONTRACTOR** shall immediately take action not to incur any additional obligations, cost or expenses, except as may be reasonably necessary to terminate its activities. The **CITY** shall pay **CONTRACTOR** its reasonable and allowable costs through the effective date of termination and those reasonable and necessary costs incurred by **CONTRACTOR** to affect such termination. Thereafter, **CONTRACTOR** shall have no further claims against the **CITY** under this Contract. All finished and unfinished documents and materials procured for or produced under this Contract, including all intellectual property rights thereto, shall become **CITY** property upon the date of such termination. **CONTRACTOR** agrees to execute any documents necessary for the **CITY** to perfect, memorialize, or record the **CITY'S** ownership of rights provided herein.

B. TERMINATION FOR BREACH OF CONTRACT

1. Except for excusable delays as provided in PSC-7, if **CONTRACTOR** fails to perform any of the provisions of this Contract or so fails to make progress as to endanger timely performance of this Contract, the **CITY** may give **CONTRACTOR** written notice of such default. If **CONTRACTOR** does not cure such default or provide a plan to cure such default which is acceptable to the **CITY** within the time permitted by the **CITY**, then the **CITY** may terminate this Contract due to **CONTRACTOR'S** breach of this Contract.

2. If a federal or state proceeding for relief of debtors is undertaken by or against **CONTRACTOR**, or if **CONTRACTOR** makes an assignment for the benefit of creditors, then the **CITY** may immediately terminate this Contract.

3. If **CONTRACTOR** engages in any dishonest conduct related to the performance or administration of this Contract or violates the

CITY'S lobbying policies, then the **CITY** may immediately terminate this Contract.

4. In the event the **CITY** terminates this Contract as provided in this section, the **CITY** may procure, upon such terms and in such manner as the **CITY** may deem appropriate, services similar in scope and level of effort to those so terminated, and **CONTRACTOR** shall be liable to the **CITY** for all of its costs and damages, including, but not limited, any excess costs for such services.

5. All finished or unfinished documents and materials produced or procured under this Contract, including all intellectual property rights thereto, shall become **CITY** property upon date of such termination. **CONTRACTOR** agrees to execute any documents necessary for the **CITY** to perfect, memorialize, or record the **CITY'S** ownership of rights provided herein.

6. If, after notice of termination of this Contract under the provisions of this section, it is determined for any reason that **CONTRACTOR** was not in default under the provisions of this section, or that the default was excusable under the terms of this Contract, the rights and obligations of the parties shall be the same as if the notice of termination had been issued pursuant to PSC-10(A) Termination for Convenience.

7. The rights and remedies of the **CITY** provided in this section shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract.

PSC-11. INDEPENDENT CONTRACTOR

CONTRACTOR is acting hereunder as an independent contractor and not as an agent or employee of the **CITY**. **CONTRACTOR** shall not represent or otherwise hold out itself or any of its directors, officers, partners, employees, or agents to be an agent or employee of the **CITY**.

PSC-12. CONTRACTOR'S PERSONNEL

Unless otherwise provided or approved by the **CITY**, **CONTRACTOR** shall use its own employees to perform the services described in this Contract. The **CITY** shall have the right to review and approve any personnel who are assigned to work under this Contract. **CONTRACTOR** agrees to remove personnel from performing work under this Contract if requested to do so by the **CITY**.

CONTRACTOR shall not use subcontractors to assist in performance of this Contract without the prior written approval of the **CITY**. If the **CITY** permits the use of subcontractors, **CONTRACTOR** shall remain responsible for performing all aspects of

this Contract. The **CITY** has the right to approve **CONTRACTOR'S** subcontractors, and the **CITY** reserves the right to request replacement of subcontractors. The **CITY** does not have any obligation to pay **CONTRACTOR'S** subcontractors, and nothing herein creates any privity between the **CITY** and the subcontractors.

PSC-13. PROHIBITION AGAINST ASSIGNMENT OR DELEGATION

CONTRACTOR may not, unless it has first obtained the written permission of the **CITY**:

A. Assign or otherwise alienate any of its rights under this Contract, including the right to payment; or

B. Delegate, subcontract, or otherwise transfer any of its duties under this Contract.

PSC-14. PERMITS

CONTRACTOR and its directors, officers, partners, agents, employees, and subcontractors, to the extent allowed hereunder, shall obtain and maintain all licenses, permits, certifications and other documents necessary for **CONTRACTOR'S** performance hereunder and shall pay any fees required therefor. **CONTRACTOR** certifies to immediately notify the **CITY** of any suspension, termination, lapses, non-renewals, or restrictions of licenses, permits, certificates, or other documents.

PSC-15. CLAIMS FOR LABOR AND MATERIALS

CONTRACTOR shall promptly pay when due all amounts payable for labor and materials furnished in the performance of this Contract so as to prevent any lien or other claim under any provision of law from arising against any **CITY** property (including reports, documents, and other tangible or intangible matter produced by **CONTRACTOR** hereunder), against **CONTRACTOR'S** rights to payments hereunder, or against the **CITY**, and shall pay all amounts due under the Unemployment Insurance Act with respect to such labor.

PSC-16. CURRENT LOS ANGELES CITY BUSINESS TAX REGISTRATION CERTIFICATE REQUIRED

If applicable, **CONTRACTOR** represents that it has obtained and presently holds the Business Tax Registration Certificate(s) required by the **CITY'S** Business Tax Ordinance, Section 21.00 *et seq.* of the Los Angeles Municipal Code. For the term covered by this Contract, **CONTRACTOR** shall maintain, or obtain as necessary, all such Certificates required of it under the Business Tax Ordinance, and shall not allow any such Certificate to be revoked or suspended.

PSC-17. RETENTION OF RECORDS, AUDIT AND REPORTS

CONTRACTOR shall maintain all records, including records of financial transactions, pertaining to the performance of this Contract, in their original form, in accordance with

requirements prescribed by the **CITY**. These records shall be retained for a period of no less than three years following final payment made by the **CITY** hereunder or the expiration date of this Contract, whichever occurs last. Said records shall be subject to examination and audit by authorized **CITY** personnel or by the **CITY'S** representative at any time during the term of this Contract or within the three years following final payment made by the **CITY** hereunder or the expiration date of this Contract, whichever occurs last. **CONTRACTOR** shall provide any reports requested by the **CITY** regarding performance of this Contract. Any subcontract entered into by **CONTRACTOR**, to the extent allowed hereunder, shall include a like provision for work to be performed under this Contract.

PSC-18. FALSE CLAIMS ACT

CONTRACTOR acknowledges that it is aware of liabilities resulting from submitting a false claim for payment by the **CITY** under the False Claims Act (Cal. Gov. Code §§ 12650 *et seq.*), including treble damages, costs of legal actions to recover payments, and civil penalties of up to $10,000 per false claim.

PSC-19. BONDS

All bonds which may be required hereunder shall conform to **CITY** requirements established by Charter, ordinance or policy, and shall be filed with the Office of the City Administrative Officer, Risk Management for its review and acceptance in accordance with Sections 11.47 through 11.56 of the Los Angeles Administrative Code.

PSC-20. INDEMNIFICATION

Except for the active negligence or willful misconduct of the **CITY**, or any of its Boards, Officers, Agents, Employees, Assigns and Successors in Interest, **CONTRACTOR** undertakes and agrees to defend, indemnify and hold harmless the **CITY** and any of its Boards, Officers, Agents, Employees, Assigns, and Successors in Interest from and against all suits and causes of action, claims, losses, demands and expenses, including, but not limited to, attorney's fees (both in house and outside counsel) and cost of litigation (including all actual litigation costs incurred by the **CITY**, including but not limited to, costs of experts and consultants), damages or liability of any nature whatsoever, for death or injury to any person, including **CONTRACTOR'S** employees and agents, or damage or destruction of any property of either party hereto or of third parties, arising in any manner by reason of the negligent acts, errors, omissions or willful misconduct incident to the performance of this Contract by **CONTRACTOR** or its subcontractors of any tier. Rights and remedies available to the **CITY** under this provision are cumulative of those provided for elsewhere in this Contract and those allowed under the laws of the United States, the State of California, and the **CITY**. The provisions of PSC-20 shall survive expiration or termination of this Contract.

PSC-21. INTELLECTUAL PROPERTY INDEMNIFICATION

CONTRACTOR, at its own expense, undertakes and agrees to defend, indemnify, and hold harmless the **CITY**, and any of its Boards, Officers, Agents, Employees, Assigns,

and Successors in Interest from and against all suits and causes of action, claims, losses, demands and expenses, including, but not limited to, attorney's fees (both in house and outside counsel) and cost of litigation (including all actual litigation costs incurred by the **CITY**, including but not limited to, costs of experts and consultants), damages or liability of any nature whatsoever arising out of the infringement, actual or alleged, direct or contributory, of any intellectual property rights, including, without limitation, patent, copyright, trademark, trade secret, right of publicity and proprietary information right (1) on or in any design, medium, matter, article, process, method, application, equipment, device, instrumentation, software, hardware, or firmware used by **CONTRACTOR**, or its subcontractors of any tier, in performing the work under this Contract; or (2) as a result of the **CITY'S** actual or intended use of any Work Product furnished by **CONTRACTOR**, or its subcontractors of any tier, under the Agreement. Rights and remedies available to the **CITY** under this provision are cumulative of those provided for elsewhere in this Contract and those allowed under the laws of the United States, the State of California, and the **CITY**. The provisions of PSC-21 shall survive expiration or termination of this Contract.

PSC-22. INTELLECTUAL PROPERTY WARRANTY

CONTRACTOR represents and warrants that its performance of all obligations under this Contract does not infringe in any way, directly or contributorily, upon any third party's intellectual property rights, including, without limitation, patents, copyrights, trademarks, trade secrets, rights of publicity and proprietary information.

PSC-23. OWNERSHIP AND LICENSE

Unless otherwise provided for herein, all Work Products originated and prepared by **CONTRACTOR** or its subcontractors of any tier under this Contract shall be and remain the exclusive property of the **CITY** for its use in any manner it deems appropriate. Work Products are all works, tangible or not, created under this Contract including, without limitation, documents, material, data, reports, manuals, specifications, artwork, drawings, sketches, computer programs and databases, schematics, photographs, video and audiovisual recordings, sound recordings, marks, logos, graphic designs, notes, websites, domain names, inventions, processes, formulas matters and combinations thereof, and all forms of intellectual property. **CONTRACTOR** hereby assigns, and agrees to assign, all goodwill, copyright, trademark, patent, trade secret and all other intellectual property rights worldwide in any Work Products originated and prepared by **CONTRACTOR** under this Contract. **CONTRACTOR** further agrees to execute any documents necessary for the **CITY** to perfect, memorialize, or record the **CITY'S** ownership of rights provided herein.

For all Work Products delivered to the **CITY** that are not originated or prepared by **CONTRACTOR** or its subcontractors of any tier under this Contract, **CONTRACTOR** hereby grants a non-exclusive perpetual license to use such Work Products for any **CITY** purposes.

CONTRACTOR shall not provide or disclose any Work Product to any third party without prior written consent of the **CITY**.

Any subcontract entered into by **CONTRACTOR** relating to this Contract, to the extent allowed hereunder, shall include a like provision for work to be performed under this Contract to contractually bind or otherwise oblige its subcontractors performing work under this Contract such that the **CITY'S** ownership and license rights of all Work Products are preserved and protected as intended herein. Failure of **CONTRACTOR** to comply with this requirement or to obtain the compliance of its subcontractors with such obligations shall subject **CONTRACTOR** to the imposition of any and all sanctions allowed by law, including but not limited to termination of **CONTRACTOR'S** contract with the **CITY**.

PSC-24. INSURANCE

During the term of this Contract and without limiting **CONTRACTOR'S** indemnification of the **CITY**, **CONTRACTOR** shall provide and maintain at its own expense a program of insurance having the coverages and limits customarily carried and actually arranged by **CONTRACTOR**, but not less than the amounts and types listed on the Required Insurance and Minimum Limits sheet (Form General 146 in Exhibit 1 hereto), covering its operations hereunder. Such insurance shall conform to **CITY** requirements established by Charter, ordinance or policy, shall comply with the Insurance Contractual Requirements (Form General 133 in Exhibit 1 hereto) and shall otherwise be in a form acceptable to the Office of the City Administrative Officer, Risk Management. **CONTRACTOR** shall comply with all Insurance Contractual Requirements shown on Exhibit 1 hereto. Exhibit 1 is hereby incorporated by reference and made a part of this Contract.

PSC-25. DISCOUNT TERMS

CONTRACTOR agrees to offer the **CITY** any discount terms that are offered to its best customers for the goods and services to be provided hereunder and apply such discount to payments made under this Contract which meet the discount terms.

PSC-26. WARRANTY AND RESPONSIBILITY OF CONTRACTOR

CONTRACTOR warrants that the work performed hereunder shall be completed in a manner consistent with professional standards practiced among those firms within **CONTRACTOR'S** profession, doing the same or similar work under the same or similar circumstances.

PSC-27. NON-DISCRIMINATION

Unless otherwise exempt, this Contract is subject to the non-discrimination provisions in Sections 10.8 through 10.8.2 of the Los Angeles Administrative Code, as amended from time to time. The **CONTRACTOR** shall comply with the applicable non-discrimination and affirmative action provisions of the laws of the United States of America, the State of California, and the **CITY**. In performing this Contract, **CONTRACTOR** shall not

discriminate in its employment practices against any employee or applicant for employment because of such person's race, religion, national origin, ancestry, sex, sexual orientation, age, disability, domestic partner status, marital status or medical condition. Any subcontract entered into by **CONTRACTOR**, to the extent allowed hereunder, shall include a like provision for work to be performed under this Contract.

Failure of **CONTRACTOR** to comply with this requirement or to obtain the compliance of its subcontractors with such obligations shall subject **CONTRACTOR** to the imposition of any and all sanctions allowed by law, including but not limited to termination of **CONTRACTOR'S** contract with the **CITY**.

PSC-28. EQUAL EMPLOYMENT PRACTICES

Unless otherwise exempt, this Contract is subject to the equal employment practices provisions in Section 10.8.3 of the Los Angeles Administrative Code, as amended from time to time.

A. During the performance of this Contract, **CONTRACTOR** agrees and represents that it will provide equal employment practices and **CONTRACTOR** and each subcontractor hereunder will ensure that in his or her employment practices persons are employed and employees are treated equally and without regard to or because of race, religion, ancestry, national origin, sex, sexual orientation, age, disability, marital status or medical condition.

1. This provision applies to work or service performed or materials manufactured or assembled in the United States.

2. Nothing in this section shall require or prohibit the establishment of new classifications of employees in any given craft, work or service category.

3. **CONTRACTOR** agrees to post a copy of Paragraph A hereof in conspicuous places at its place of business available to employees and applicants for employment.

B. **CONTRACTOR** will, in all solicitations or advertisements for employees placed by or on behalf of **CONTRACTOR**, state that all qualified applicants will receive consideration for employment without regard to their race, religion, ancestry, national origin, sex, sexual orientation, age, disability, marital status or medical condition.

C. As part of the **CITY'S** supplier registration process, and/or at the request of the awarding authority, or the Board of Public Works, Office of Contract Compliance, **CONTRACTOR** shall certify in the specified format that he or she has not discriminated in the performance of **CITY** contracts against any employee or applicant for employment on the basis or because of

race, religion, national origin, ancestry, sex, sexual orientation, age, disability, marital status or medical condition.

D. **CONTRACTOR** shall permit access to and may be required to provide certified copies of all of his or her records pertaining to employment and to employment practices by the awarding authority or the Office of Contract Compliance for the purpose of investigation to ascertain compliance with the Equal Employment Practices provisions of **CITY** contracts. On their or either of their request **CONTRACTOR** shall provide evidence that he or she has or will comply therewith.

E. The failure of any **CONTRACTOR** to comply with the Equal Employment Practices provisions of this Contract may be deemed to be a material breach of **CITY** contracts. Such failure shall only be established upon a finding to that effect by the awarding authority, on the basis of its own investigation or that of the Board of Public Works, Office of Contract Compliance. No such finding shall be made or penalties assessed except upon a full and fair hearing after notice and an opportunity to be heard has been given to **CONTRACTOR**.

F. Upon a finding duly made that **CONTRACTOR** has failed to comply with the Equal Employment Practices provisions of a **CITY** contract, the contract may be forthwith canceled, terminated or suspended, in whole or in part, by the awarding authority, and all monies due or to become due hereunder may be forwarded to and retained by the **CITY**. In addition thereto, such failure to comply may be the basis for a determination by the awarding authority or the Board of Public Works that the **CONTRACTOR** is an irresponsible bidder or proposer pursuant to the provisions of Section 371 of the Charter of the City of Los Angeles. In the event of such a determination, **CONTRACTOR** shall be disqualified from being awarded a contract with the **CITY** for a period of two years, or until **CONTRACTOR** shall establish and carry out a program in conformance with the provisions hereof.

G. Notwithstanding any other provision of this Contract, the **CITY** shall have any and all other remedies at law or in equity for any breach hereof.

H. Intentionally blank.

I. Nothing contained in this Contract shall be construed in any manner so as to require or permit any act which is prohibited by law.

J. At the time a supplier registers to do business with the **CITY**, or when an individual bid or proposal is submitted, **CONTRACTOR** shall agree to adhere to the Equal Employment Practices specified herein during the performance or conduct of **CITY** Contracts.

K. Equal Employment Practices shall, without limitation as to the subject or nature of employment activity, be concerned with such employment practices as:

1. Hiring practices;

2. Apprenticeships where such approved programs are functioning, and other on-the-job training for non-apprenticeable occupations;

3. Training and promotional opportunities; and

4. Reasonable accommodations for persons with disabilities.

L. Any subcontract entered into by **CONTRACTOR**, to the extent allowed hereunder, shall include a like provision for work to be performed under this Contract. Failure of **CONTRACTOR** to comply with this requirement or to obtain the compliance of its subcontractors with all such obligations shall subject **CONTRACTOR** to the imposition of any and all sanctions allowed by law, including but not limited to termination of the **CONTRACTOR'S** Contract with the **CITY**.

PSC-29. AFFIRMATIVE ACTION PROGRAM

Unless otherwise exempt, this Contract is subject to the affirmative action program provisions in Section 10.8.4 of the Los Angeles Administrative Code, as amended from time to time.

A. During the performance of a **CITY** contract, **CONTRACTOR** certifies and represents that **CONTRACTOR** and each subcontractor hereunder will adhere to an affirmative action program to ensure that in its employment practices, persons are employed and employees are treated equally and without regard to or because of race, religion, ancestry, national origin, sex, sexual orientation, age, disability, marital status or medical condition.

1. This provision applies to work or services performed or materials manufactured or assembled in the United States.

2. Nothing in this section shall require or prohibit the establishment of new classifications of employees in any given craft, work or service category.

3. **CONTRACTOR** shall post a copy of Paragraph A hereof in conspicuous places at its place of business available to employees and applicants for employment.

B. **CONTRACTOR** will, in all solicitations or advertisements for employees placed by or on behalf of **CONTRACTOR**, state that all qualified applicants will receive consideration for employment without regard to

their race, religion, ancestry, national origin, sex, sexual orientation, age, disability, marital status or medical condition.

C. As part of the **CITY'S** supplier registration process, and/or at the request of the awarding authority or the Office of Contract Compliance, **CONTRACTOR** shall certify on an electronic or hard copy form to be supplied, that **CONTRACTOR** has not discriminated in the performance of **CITY** contracts against any employee or applicant for employment on the basis or because of race, religion, ancestry, national origin, sex, sexual orientation, age, disability, marital status or medical condition.

D. **CONTRACTOR** shall permit access to and may be required to provide certified copies of all of its records pertaining to employment and to its employment practices by the awarding authority or the Office of Contract Compliance, for the purpose of investigation to ascertain compliance with the Affirmative Action Program provisions of **CITY** contracts, and on their or either of their request to provide evidence that it has or will comply therewith.

E. The failure of any **CONTRACTOR** to comply with the Affirmative Action Program provisions of **CITY** contracts may be deemed to be a material breach of contract. Such failure shall only be established upon a finding to that effect by the awarding authority, on the basis of its own investigation or that of the Board of Public Works, Office of Contract Compliance. No such finding shall be made except upon a full and fair hearing after notice and an opportunity to be heard has been given to **CONTRACTOR**.

F. Upon a finding duly made that **CONTRACTOR** has breached the Affirmative Action Program provisions of a **CITY** contract, the contract may be forthwith cancelled, terminated or suspended, in whole or in part, by the awarding authority, and all monies due or to become due hereunder may be forwarded to and retained by the **CITY**. In addition thereto, such breach may be the basis for a determination by the awarding authority or the Board of Public Works that the said **CONTRACTOR** is an irresponsible bidder or proposer pursuant to the provisions of Section 371 of the Los Angeles City Charter. In the event of such determination, such **CONTRACTOR** shall be disqualified from being awarded a contract with the **CITY** for a period of two years, or until he or she shall establish and carry out a program in conformance with the provisions hereof.

G. In the event of a finding by the Fair Employment and Housing Commission of the State of California, or the Board of Public Works of the City of Los Angeles, or any court of competent jurisdiction, that **CONTRACTOR** has been guilty of a willful violation of the California Fair Employment and Housing Act, or the Affirmative Action Program provisions of a **CITY** contract, there may be deducted from the amount payable to **CONTRACTOR** by the **CITY** under the contract, a penalty of ten dollars

($10.00) for each person for each calendar day on which such person was discriminated against in violation of the provisions of a **CITY** contract.

H. Notwithstanding any other provisions of a **CITY** contract, the **CITY** shall have any and all other remedies at law or in equity for any breach hereof.

I. Intentionally blank.

J. Nothing contained in **CITY** contracts shall be construed in any manner so as to require or permit any act which is prohibited by law.

K. **CONTRACTOR** shall submit an Affirmative Action Plan which shall meet the requirements of this chapter at the time it submits its bid or proposal or at the time it registers to do business with the **CITY**. The plan shall be subject to approval by the Office of Contract Compliance prior to award of the contract. The awarding authority may also require contractors and suppliers to take part in a pre-registration, pre-bid, pre-proposal, or pre-award conference in order to develop, improve or implement a qualifying Affirmative Action Plan. Affirmative Action Programs developed pursuant to this section shall be effective for a period of twelve months from the date of approval by the Office of Contract Compliance. In case of prior submission of a plan, **CONTRACTOR** may submit documentation that it has an Affirmative Action Plan approved by the Office of Contract Compliance within the previous twelve months. If the approval is 30 days or less from expiration, **CONTRACTOR** must submit a new Plan to the Office of Contract Compliance and that Plan must be approved before the contract is awarded.

1. Every contract of $5,000 or more which may provide construction, demolition, renovation, conservation or major maintenance of any kind shall in addition comply with the requirements of Section 10.13 of the Los Angeles Administrative Code.

2. **CONTRACTOR** may establish and adopt as its own Affirmative Action Plan, by affixing his or her signature thereto, an Affirmative Action Plan prepared and furnished by the Office of Contract Compliance, or it may prepare and submit its own Plan for approval.

L. The Office of Contract Compliance shall annually supply the awarding authorities of the **CITY** with a list of contractors and suppliers who have developed Affirmative Action Programs. For each contractor and supplier the Office of Contract Compliance shall state the date the approval expires. The Office of Contract Compliance shall not withdraw its approval for any Affirmative Action Plan or change the Affirmative Action Plan after the date of contract award for the entire contract term without the mutual agreement of the awarding authority and **CONTRACTOR**.

M. The Affirmative Action Plan required to be submitted hereunder and the pre-registration, pre-bid, pre-proposal or pre-award conference which may be required by the Board of Public Works, Office of Contract Compliance or the awarding authority shall, without limitation as to the subject or nature of employment activity, be concerned with such employment practices as:

1. Apprenticeship where approved programs are functioning, and other on-the-job training for non-apprenticeable occupations;

2. Classroom preparation for the job when not apprenticeable;

3. Pre-apprenticeship education and preparation;

4. Upgrading training and opportunities;

5. Encouraging the use of contractors, subcontractors and suppliers of all racial and ethnic groups, provided, however, that any contract subject to this ordinance shall require the contractor, subcontractor or supplier to provide not less than the prevailing wage, working conditions and practices generally observed in private industries in the contractor's, subcontractor's or supplier's geographical area for such work;

6. The entry of qualified women, minority and all other journeymen into the industry; and

7. The provision of needed supplies or job conditions to permit persons with disabilities to be employed, and minimize the impact of any disability.

N. Any adjustments which may be made in the contractor's or supplier's workforce to achieve the requirements of the **CITY'S** Affirmative Action Contract Compliance Program in purchasing and construction shall be accomplished by either an increase in the size of the workforce or replacement of those employees who leave the workforce by reason of resignation, retirement or death and not by termination, layoff, demotion or change in grade.

O. Affirmative Action Agreements resulting from the proposed Affirmative Action Plan or the pre-registration, pre-bid, pre-proposal or pre-award conferences shall not be confidential and may be publicized by the contractor at his or her discretion. Approved Affirmative Action Agreements become the property of the **CITY** and may be used at the discretion of the **CITY** in its Contract Compliance Affirmative Action Program.

P. Intentionally blank.

Q. All contractors subject to the provisions of this section shall include a like provision in all subcontracts awarded for work to be performed under the contract with the **CITY** and shall impose the same obligations, including but not limited to filing and reporting obligations, on the subcontractors as are applicable to the contractor. Failure of the contractor to comply with this requirement or to obtain the compliance of its subcontractors with all such obligations shall subject the contractor to the imposition of any and all sanctions allowed by law, including but not limited to termination of the contractor's contract with the **CITY**.

PSC-30. CHILD SUPPORT ASSIGNMENT ORDERS

This Contract is subject to the Child Support Assignment Orders Ordinance, Section 10.10 of the Los Angeles Administrative Code, as amended from time to time. Pursuant to the Child Support Assignment Orders Ordinance, **CONTRACTOR** will fully comply with all applicable State and Federal employment reporting requirements for **CONTRACTOR'S** employees. **CONTRACTOR** shall also certify (1) that the Principal Owner(s) of **CONTRACTOR** are in compliance with any Wage and Earnings Assignment Orders and Notices of Assignment applicable to them personally; (2) that **CONTRACTOR** will fully comply with all lawfully served Wage and Earnings Assignment Orders and Notices of Assignment in accordance with Section 5230, *et seq.* of the California Family Code; and (3) that **CONTRACTOR** will maintain such compliance throughout the term of this Contract.

Pursuant to Section 10.10(b) of the Los Angeles Administrative Code, the failure of **CONTRACTOR** to comply with all applicable reporting requirements or to implement lawfully served Wage and Earnings Assignment Orders or Notices of Assignment, or the failure of any Principal Owner(s) of **CONTRACTOR** to comply with any Wage and Earnings Assignment Orders or Notices of Assignment applicable to them personally, shall constitute a default by the **CONTRACTOR** under this Contract, subjecting this Contract to termination if such default shall continue for more than ninety (90) days after notice of such default to **CONTRACTOR** by the **CITY**.

Any subcontract entered into by **CONTRACTOR**, to the extent allowed hereunder, shall include a like provision for work to be performed under this Contract. Failure of **CONTRACTOR** to obtain compliance of its subcontractors shall constitute a default by **CONTRACTOR** under this Contract, subjecting this Contract to termination where such default shall continue for more than ninety (90) days after notice of such default to **CONTRACTOR** by the **CITY**.

CONTRACTOR certifies that, to the best of its knowledge, it is fully complying with the Earnings Assignment Orders of all employees, and is providing the names of all new employees to the New Hire Registry maintained by the Employment Development Department as set forth in Section 7110(b) of the California Public Contract Code.

PSC-31. LIVING WAGE ORDINANCE AND SERVICE CONTRACTOR WORKER RETENTION ORDINANCE

A. Unless otherwise exempt, this Contract is subject to the applicable provisions of the Living Wage Ordinance (LWO), Section 10.37 *et seq.* of the Los Angeles Administrative Code, as amended from time to time, and the Service Contractor Worker Retention Ordinance (SCWRO), Section 10.36 *et seq.*, of the Los Angeles Administrative Code, as amended from time to time. These Ordinances require the following:

1. **CONTRACTOR** assures payment of a minimum initial wage rate to employees as defined in the LWO and as may be adjusted each July 1 and provision of compensated and uncompensated days off and health benefits, as defined in the LWO.

2. **CONTRACTOR** further pledges that it will comply with federal law proscribing retaliation for union organizing and will not retaliate for activities related to the LWO. **CONTRACTOR** shall require each of its subcontractors within the meaning of the LWO to pledge to comply with the terms of federal law proscribing retaliation for union organizing. **CONTRACTOR** shall deliver the executed pledges from each such subcontractor to the **CITY** within ninety (90) days of the execution of the subcontract. **CONTRACTOR'S** delivery of executed pledges from each such subcontractor shall fully discharge the obligation of **CONTRACTOR** with respect to such pledges and fully discharge the obligation of **CONTRACTOR** to comply with the provision in the LWO contained in Section 10.37.6(c) concerning compliance with such federal law.

3. **CONTRACTOR**, whether an employer, as defined in the LWO, or any other person employing individuals, shall not discharge, reduce in compensation, or otherwise discriminate against any employee for complaining to the **CITY** with regard to the employer's compliance or anticipated compliance with the LWO, for opposing any practice proscribed by the LWO, for participating in proceedings related to the LWO, for seeking to enforce his or her rights under the LWO by any lawful means, or otherwise asserting rights under the LWO. **CONTRACTOR** shall post the Notice of Prohibition Against Retaliation provided by the **CITY**.

4. Any subcontract entered into by **CONTRACTOR** relating to this Contract, to the extent allowed hereunder, shall be subject to the provisions of PSC-31 and shall incorporate the provisions of the LWO and the SCWRO.

5. **CONTRACTOR** shall comply with all rules, regulations and policies promulgated by the **CITY'S** Designated Administrative Agency which may be amended from time to time.

B. Under the provisions of Sections 10.36.3(c) and 10.37.6(c) of the Los Angeles Administrative Code, the **CITY** shall have the authority, under appropriate circumstances, to terminate this Contract and otherwise pursue legal remedies that may be available if the **CITY** determines that the subject **CONTRACTOR** has violated provisions of either the LWO or the SCWRO, or both.

C. Where under the LWO Section 10.37.6(d), the **CITY'S** Designated Administrative Agency has determined (a) that **CONTRACTOR** is in violation of the LWO in having failed to pay some or all of the living wage, and (b) that such violation has gone uncured, the **CITY** in such circumstances may impound monies otherwise due **CONTRACTOR** in accordance with the following procedures. Impoundment shall mean that from monies due **CONTRACTOR**, **CITY** may deduct the amount determined to be due and owing by **CONTRACTOR** to its employees. Such monies shall be placed in the holding account referred to in LWO Section 10.37.6(d)(3) and disposed of under procedures described therein through final and binding arbitration. Whether **CONTRACTOR** is to continue work following an impoundment shall remain in the sole discretion of the **CITY**. **CONTRACTOR** may not elect to discontinue work either because there has been an impoundment or because of the ultimate disposition of the impoundment by the arbitrator.

D. **CONTRACTOR** shall inform employees making less than Twelve Dollars ($12.00) per hour of their possible right to the federal Earned Income Credit (EIC). **CONTRACTOR** shall also make available to employees the forms informing them about the EIC and forms required to secure advance EIC payments from **CONTRACTOR**.

PSC-32. AMERICANS WITH DISABILITIES ACT

CONTRACTOR hereby certifies that it will comply with the Americans with Disabilities Act, 42 U.S.C. §§ 12101 *et seq.*, and its implementing regulations. **CONTRACTOR** will provide reasonable accommodations to allow qualified individuals with disabilities to have access to and to participate in its programs, services and activities in accordance with the provisions of the Americans with Disabilities Act. **CONTRACTOR** will not discriminate against persons with disabilities nor against persons due to their relationship to or association with a person with a disability. Any subcontract entered into by **CONTRACTOR**, relating to this Contract, to the extent allowed hereunder, shall be subject to the provisions of this paragraph.

PSC-33. CONTRACTOR RESPONSIBILITY ORDINANCE

Unless otherwise exempt, this Contract is subject to the provisions of the Contractor Responsibility Ordinance, Section 10.40 *et seq.*, of the Los Angeles Administrative Code, as amended from time to time, which requires **CONTRACTOR** to update its responses to the responsibility questionnaire within thirty calendar days after any change to the responses previously provided if such change would affect **CONTRACTOR'S** fitness and ability to continue performing this Contract.

In accordance with the provisions of the Contractor Responsibility Ordinance, by signing this Contract, **CONTRACTOR** pledges, under penalty of perjury, to comply with all applicable federal, state and local laws in the performance of this Contract, including but not limited to, laws regarding health and safety, labor and employment, wages and hours, and licensing laws which affect employees. **CONTRACTOR** further agrees to: (1) notify the **CITY** within thirty calendar days after receiving notification that any government agency has initiated an investigation which may result in a finding that **CONTRACTOR** is not in compliance with all applicable federal, state and local laws in performance of this Contract; (2) notify the **CITY** within thirty calendar days of all findings by a government agency or court of competent jurisdiction that **CONTRACTOR** has violated the provisions of Section 10.40.3(a) of the Contractor Responsibility Ordinance; (3) unless exempt, ensure that its subcontractor(s), as defined in the Contractor Responsibility Ordinance, submit a Pledge of Compliance to the **CITY**; and (4) unless exempt, ensure that its subcontractor(s), as defined in the Contractor Responsibility Ordinance, comply with the requirements of the Pledge of Compliance and the requirement to notify the **CITY** within thirty calendar days after any government agency or court of competent jurisdiction has initiated an investigation or has found that the subcontractor has violated Section 10.40.3(a) of the Contractor Responsibility Ordinance in performance of the subcontract.

PSC-34. MINORITY, WOMEN, AND OTHER BUSINESS ENTERPRISE OUTREACH PROGRAM

CONTRACTOR agrees and obligates itself to utilize the services of Minority, Women and Other Business Enterprise firms on a level so designated in its proposal, if any. **CONTRACTOR** certifies that it has complied with Mayoral Directive 2001-26 regarding the Outreach Program for Personal Services Contracts Greater than $100,000, if applicable. **CONTRACTOR** shall not change any of these designated subcontractors, nor shall **CONTRACTOR** reduce their level of effort, without prior written approval of the **CITY**, provided that such approval shall not be unreasonably withheld.

PSC-35. EQUAL BENEFITS ORDINANCE

Unless otherwise exempt, this Contract is subject to the provisions of the Equal Benefits Ordinance (EBO), Section 10.8.2.1 of the Los Angeles Administrative Code, as amended from time to time.

A. During the performance of the Contract, **CONTRACTOR** certifies and represents that **CONTRACTOR** will comply with the EBO.

B. The failure of **CONTRACTOR** to comply with the EBO will be deemed to be a material breach of this Contract by the **CITY**.

C. If **CONTRACTOR** fails to comply with the EBO the **CITY** may cancel, terminate or suspend this Contract, in whole or in part, and all monies due or to become due under this Contract may be retained by the **CITY**. The **CITY** may also pursue any and all other remedies at law or in equity for any breach.

D. Failure to comply with the EBO may be used as evidence against **CONTRACTOR** in actions taken pursuant to the provisions of Los Angeles Administrative Code Section 10.40 *et seq.*, Contractor Responsibility Ordinance.

E. If the **CITY'S** Designated Administrative Agency determines that a **CONTRACTOR** has set up or used its contracting entity for the purpose of evading the intent of the EBO, the **CITY** may terminate the Contract. Violation of this provision may be used as evidence against **CONTRACTOR** in actions taken pursuant to the provisions of Los Angeles Administrative Code Section 10.40 *et seq.*, Contractor Responsibility Ordinance.

CONTRACTOR shall post the following statement in conspicuous places at its place of business available to employees and applicants for employment:

> "During the performance of a Contract with the City of Los Angeles, the Contractor will provide equal benefits to its employees with spouses and its employees with domestic partners. Additional information about the City of Los Angeles' Equal Benefits Ordinance may be obtained from the Department of Public Works, Office of Contract Compliance at (213) 847-1922."

PSC-36. SLAVERY DISCLOSURE ORDINANCE

Unless otherwise exempt, this Contract is subject to the Slavery Disclosure Ordinance, Section 10.41 of the Los Angeles Administrative Code, as amended from time to time. **CONTRACTOR** certifies that it has complied with the applicable provisions of the Slavery Disclosure Ordinance. Failure to fully and accurately complete the affidavit may result in termination of this Contract.

ADDITIONAL STANDARD PROVISION FOR CITY CONTRACTS

COMPLIANCE WITH LOS ANGELES CITY CHARTER SECTION 470(c) (12)

The Contractor, Subcontractors, and their Principals are obligated to fully comply with City of Los Angeles Charter Section 470(c)(12) and related ordinances, regarding limitations on campaign contributions and fundraising for certain elected City officials or candidates for elected City office if the contract is valued at $100,000 or more and requires approval of a City elected official. Additionally, Contractor is required to provide and update certain information to the City as specified by law. Any Contractor subject to Charter Section 470(c) (12) shall include the following notice in any contract with a subcontractor expected to receive at least $100,000 for performance under this contract:

Notice Regarding Los Angeles Campaign Contribution and Fundraising Restrictions

As provided in Charter Section 470(c) (12) and related ordinances, you are subcontractor on City of Los Angeles contract #_____. Pursuant to City Charter Section 470(c) (12), subcontractor and its principals are prohibited from making campaign contributions and fundraising for certain elected City officials or candidates for elected City office for 12 months after the City contract is signed. Subcontractor is required to provide to contractor names and addresses of the subcontractor's principals and contact information and shall update that information if it changes during the 12 month time period. Subcontractor's information included must be provided to contractor within 5 business days. Failure to comply may result in termination of contract or any other available legal remedies including fines. Information about the restrictions may be found at the City Ethics Commission's website at http://ethics.lacity.org/ or by calling 213/978-1960.

Contractor, Subcontractors, and their Principals shall comply with these requirements and limitations. Violation of this provision shall entitle the City to terminate this Agreement and pursue any and all legal remedies that may be available.

EXHIBIT 4
PERFORMANCE STANDARDS

1. Performance Standards

1.1. Timeliness of delivery, installation and operation.
1.2. Availability and access to data at all times, 365 days per year, excluding downtime for system maintenance.
1.3. Availability of local technical support M – F 7am to 4pm PST and/or "service desk" support 24/7.
1.4. Efficiency of data processing and transmittal components, report development and data accuracy.
1.5. Efficiency and compliance of credit/debit card and "smart" card transactions, 365 days per year, excluding downtime for system maintenance.
1.6. Efficiency of alarm reporting system- issued in real-time, 365 days per year, excluding downtime for system maintenance.
1.7. Report development may include the following reports:
  1.7.1. Meter Inventory Summary by PMZ (Parking Meter Zone) – Monthly
  1.7.2. Meter Maintenance Activity Report (Except Specified Outage Types, By Maintenance Route) –
  1.7.3. Monthly Meter Maintenance Activity by Maintenance Route (All Outage Types)
  1.7.4. Monthly Meter Inventory Summary by Maintenance Route –
  1.7.5. Monthly Field Meter Inventory (by maintenance route)
  1.7.6. Meter Outage Status Report – Monthly
  1.7.7. Meter Open Outage Report (By Maintenance Route) – Daily
  1.7.8. Meter Open Outage Report – Administrative Version (By Maintenance Route) – Daily
  1.7.9. Meter Open Outage Report – Special Crew Version (By Maintenance Route) – Daily
  1.7.10. Meter Open Outage Report – Open TU Outages – Daily
  1.7.11. Meter Open Outage Report – Open TU and NX Outages – Daily
  1.7.12. Meter Open Outage Report – Open NX Outages - Daily
  1.7.13. Meter Open Outage Report – Technician Version (By Maintenance Route) – Daily
  1.7.14. Meter Open Outage Report – Client Version - Daily
  1.7.15. Meter Repair Activity By Type of Repair - Weekly
  1.7.16. TA version has a unique summary page
  1.7.17. Meter Repair Activity By Type of Repair - Weekly
  1.7.18. TA version has a unique summary page
  1.7.19. Meter Repair Activity By Type of Repair - Weekly
  1.7.20. TA version has a unique summary page
  1.7.21. Meter Outage Activity by Route Number - Monthly
  1.7.22. Meter Repair Activity by Type of Repair - Monthly

1.7.23. Meter Maintenance Activity Report by PMZ - Monthly
1.7.24. Field Meter Inventory (By Meter Number)
1.7.25. Monthly Meter Revenue Report (By Collection Route)
1.7.26. Monthly Meter Revenue Summary Report (By Summary Level)
1.7.27. Meter Collected/Projected Revenue Report (By Collection Route) – Weekly, Monthly
1.7.28. version includes handheld audit data and is called Monthly/Weekly Meter Projected/Collected Revenue Report (By Collection Route)
1.7.29. Monthly Meter Collections Deposit Report (By Summary Level (WAMT version includes both collection and deposit dates)
1.7.30. Monthly Meter Collection Deposit Report (By Deposit Date)
1.7.31. Monthly Meter Revenue Summary Report (By District)
1.7.32. Meter Maintenance Global Update Report and Meter Maintenance Global Update Error Report - (generated as used)
1.7.33. Meter Inventory by Collection Route – Monthly
1.7.34. Meter Inventory by Collection Route – Weekly
1.7.35. Report of Meter Preventive Maintenance - Monthly
1.7.36. Meter Open Outage Report By Collection Route within Maintenance Route - Daily
1.7.37. Meter Open Outage Report By Collection Route within Maintenance Route – Security Version - Daily
1.7.38. Meter Batch Header Report
1.7.39. Meter Transaction Totals (By Transaction Type and By Batch Number)
1.7.40. Meter Error Recap
1.7.41. Meter Batch Update Totals
1.7.42. Incomplete Meter Report
1.7.43. Meter Exception Report
1.7.44. Meter Transaction Total
1.7.45. Meter Error Recap
1.7.46. Incomplete Meter Report
1.7.47. Meter Maintenance Collection Data Journal Report - Daily
1.7.48. Meter Maintenance Meter Delete Journal Report - (generated as used)
1.7.49. Repaired Meter Outages with City Reference Number
1.7.50. LA Monthly Collection Meter Report
1.7.51. LA Monthly Collection Meter Report Summary by Council District
1.7.52. LA Monthly Collection Meter Report Summary by PMZ
1.7.53. Meter Check Request and Response Report (By Reporting Department)
1.7.54. Collection Progress Summary Report – Weekly, Monthly
1.7.55. Meter Collection Repair Report
1.7.56. Maintenance Progress Summary Report- Weekly
1.7.57. Meter Repair Activity by Type of Repair for Ticket-Related Outages – Monthly
1.7.58. Meter Activity Report to Multiple Outages – Monthly
1.7.59. Maintenance Repair Activity by Crew Report – Daily
1.7.60. Maintenance Repair Activity by Crew Report – Daily
1.7.61. New Meter Outages Opened Report
1.7.62. Backdated Outage Transaction Report

1.7.63. Bad Date Report – Meter Action Report – Daily
1.7.64. Meter Outage Detail Report – Monthly
1.7.65. Report of New Meter Outages – Monthly
1.7.66. Meter Outage Report Tech Battery Status
1.7.67. Open Outage – Hot Report – Daily
1.7.68. Meter Batch Update Totals
1.7.69. Error Recap
1.7.70. Maintenance Repair Activity by Repair Code – Monthly
1.7.71. Closed Transaction Utility Report

2. Quality and Performance of Units

Quality and performance of units shall comply with contractual terms.

3. Component Verification Testing

As Prime Contractor, ACS will coordinate testing that demonstrates system performance in accordance with the specified requirements of Section 5 in the Scope of Work of the Agreement. ACS will develop a comprehensive System Verification and Test Plan subject to approval by LADOT to ensure that the delivered parking system operates in accordance with the Scope of Work in the Agreement.

4. Performance Standards for Future System Additions

As future system additions are added, ACS and the City will work to develop mutually agreed up performance standards for these systems.

5. Performance Standards for Equipment

5.1. All Meters

5.1.1. Coin counts for each coin denomination deposited into the collection container (coin can or cash box) will be no less than 99% accurate per collection.

5.1.2. The Parking Meter will have a power supply capable of operating continuously for a minimum of 12 months with solar equipped battery packs and 6 months for batteries without solar assistance..

5.1.3. The Parking Meter will complete any payment type transaction within 20 seconds from the last user input (e.g. hitting an 'ok' button) to approval and completion.

5.1.4. The Meter will report its change in status, e.g. paid/expired, outages, to server within two minutes no less than 95% of the time.

5.1.5. Once programmed into the central back end system, rates will update to the new rate within twenty minutes no less than 95% of the time.

5.1.6. The Parking Meter will post time loaded remotely within 20 seconds of completing the transaction no less than 95% of the time.

5.2. Single Space Meters

5.2.1. The Single-Space Parking Meter will process coin transactions with no less than 99% accuracy per day.

5.2.2. The Single-Space Parking Meter will be field serviceable for clearing coin jams and foreign objects, requiring no special tools, within three minutes from the time the repair person begins the removal process.

5.3. Multi Space Meters

5.3.1. The Multi-Space Parking Meter will process coin transactions with no less than 95% accuracy per day.

5.3.2. The Multi-Space Parking Meter will be field serviceable for clearing coin jams and foreign objects, requiring no special tools, within five minutes from the time the repair person begins the removal process.

5.4. Cellular Payment Technology

5.4.1. The Cellular Payment System will be operable 99% of the time between 6:00 AM – 11:59 PM seven days per week, excluding "noticed" maintenance periods agreed to in advance by LADOT.

5.4.2. The Cellular Payment System will cause the payment to be made to the metered space within 20 seconds of the customer completing the payment, 98% of the time.

5.4.3. The Cellular Payment System will send all notifications within 20 seconds of the referenced time, 99% of the time.

5.5. On-Street Wireless Vehicle Sensors

5.5.1. The On-Street Parking Sensors will accurately detect each parked vehicle arrival and departure at a rate of no less than 90% per day. A vehicle must be continuously stationary for at least 10 seconds to be considered "parked."

5.5.2. The On-Street Parking Sensors will accurately report the occupied status of parked vehicles in a designated space at a rate of no less than 90% per day.

5.5.3. The On-Street Parking Sensors will communicate parking events and change in status wirelessly to the server within three minutes at least 90% of the time per day.

5.5.4. It is desired that the On-Street Parking Sensors communicate to the local meter within 10 seconds at least 95% of the time per day.

5.6. Parking Guidance System

5.6.1. Neighborhood Dynamic Message Signs

5.6.1.1. The Neighborhood DMS will update new messages within one minute of the message being sent by the Parking Guidance System, 95% of the time per day.

5.6.1.2. The Neighborhood DMS will display the programmed message no less than 95% of the time per day.

5.7. Parking Management System

5.7.1. The *Express*Park™ Parking Management System and all Meter Management Systems will be fully operational no less than 99% of the time from 6:00 AM to 12:00 AM each day.

5.8. Advanced Meter Revenue Collections

5.8.1. The collection canister mobile readers will correctly recognize the coin can ID number of no less than 99% of all coin cans collected per canister per day.

5.9. Meter Enforcement System

5.9.1. Potential violation spaces (occupied, unpaid/over limit, and unhandled spaces) will be accurately shown as such in the Guided Enforcement System no less than 90% of the time per day.

5.9.2. Potential violation spaces (occupied, unpaid/over limit, and unhandled spaces) will update in the handheld device within 10 seconds of refresh request, 95% of the time per day.

5.9.3. The delay in issuing a citation due to handheld device communication time will be less than 10 seconds for 95% of the citations issued per day.

5.9.4. Considering expired time citations issued to pay station spaces using a handheld citation device, citations issued to spaces that had been paid more than 60 seconds prior to citation issuance will total less than 0.5% of all such pay station citations issued per day.

6. Non-Performance Penalties and Liquidated Damages

6.1. Assessment of Liquidated Damages

Liquidated damages will be the responsibility of the contracting entity, and will be assessed as follows:

6.1.1. LADOT will monitor the agreed upon contractual performance standards and will routinely provide, and communicate to the contractor, information relative to potential issues.

6.1.2. If a failure in performance occurs, LADOT will notify the contractor of such failure, by immediately transmitting a Notice of Default by e-mail or facsimile and a follow up copy sent via certified US Postal Service; such notification shall include all supporting data.

6.1.3. The contractor shall respond to the City within one (1) business day of receiving the Notice of Default acknowledging receipt of the Notice of Default; failure to respond to the Notice will result in penalty of $500 per day.

6.1.4. Contractor shall submit a plan to correct the problem to the City within ten (10) business days of the receipt of the Notice of Default, and shall report to the

City every seven (7) days thereafter, the status of the problem and attempts to correct it; failure to submit the weekly status report will result in penalty of $500 per day.

6.1.5. Contractor shall have up to thirty (30) business days to cure items in default; this time may be extended upon mutual agreement. Should the default not be repaired within the 30 business day period, the contractor shall be liable to pay:

6.1.6. All LADOT labor costs associated with repair or replacement of parts or materials necessary to cure the default;

6.1.7. LADOT's costs of all parts and materials necessary to cure the default;

6.1.8. Any costs of disposal of equipment associated with the LADOT's repair of the default;

6.1.9. LADOT shall respond to the contractor within two (2) business days in response to written requests for information concerning alleged defaults; delay by LADOT shall result in a corresponding extension of time for the contactor to complete its response to the alleged default.

6.1.10. All performance guarantees and liquidated damages shall commence upon the LADOT's written acceptance to contractor of system equipment through the warranty period, including any extensions.

6.2. Liquidated Damages Amount

In any given month, in no event will liquidated damages apply to ACS in an aggregate amount in excess to 10% of such month's invoice. Any liquidated damages owed to LADOT will be paid end at the end of each calendar.

6.3. Delay in Delivery and Development Schedule

A Delivery and Deployment Schedule shall be provided within ten (10) days of the effective date of the Agreement. Failure to submit such schedule shall result in liquid damages of $1,000 per day until submitted.

6.4. Delays beyond 5 days in the Delivery and Deployment Schedule

6.5. Stolen or Damaged Equipment

Should contractor supplied equipment be damaged or stolen during contractor-performed maintenance services, the contractor shall repair or replacement said equipment within ten (10) business days. If contractor fails to repair or replacement, LADOT shall have the option to repair or replace at its cost, and subtracting these amounts from any monies owed to the contractor.

6.6. Failure to Provide Support as Per Warranty and Maintenance Agreement

Should contractor fail to provide maintenance or support within the timeframe provided in the Agreement, the LADOT shall notify the contractor of the default in writing. Liquidated damages of $1,000 per day shall be assessed for every day following such notice.

6.7. Contractor's Failure to Provide Plans for Corrective Action

Should contractor fail to provide plans for correcting action to a default to the LADOT on a weekly basis, liquidated damages of $500 per week shall be assessed thereafter on a weekly basis.

6.8. SEMP - $500/day for each day delivery of draft SEMP document is delayed beyond May 7 , 2012.

6.9. Single Space Meters - $100/day (working)/meter for each day that completion of installation of meters goes beyond April 30, 2012.

6.10. Multispace Meters - $500/day (working)/meter for each day that completion of upgrade of meters goes beyond April 30, 2012.

6.11. Sensors - $100/ day for each day (working)/sensor that completion of installation of sensors goes beyond April 30, 2012.

6.12. Parking Management System:

- Phase I will be delivered no later than April 30, 2012. No penalties will be assessed for late delivery for the first 30 days. For each working day following the 30 day grace period, a penalty of $1,000/day will be assessed
- Phase II will be delivered no later than June 30, 2012. No penalties will be assessed for late delivery for the first 30 days. For each working day following the 30 day grace period, a penalty of $2,000/day will be assessed.
- Phase III will be delivered no later than October 30, 2012. No penalties will be assessed for late delivery for the first 30 days. For each working day following the 30 day grace period, a penalty of $3,000/day will be assessed.

6.13. Failure to respond to Telephone at Help Desk

For each event that a call is made for and the contractor fails to respond to telephone contact to its technical support help desk in the City of Los Angeles during normal business hours defined above within one hour, liquidated damages of $100 per hour of delay shall be assessed. Damages will be limited to $500 per day.

ACS' PROPOSAL & BAFO

Incorporated by reference

PROPOSAL BY ACS SUBMITTED ON DECEMBER 17, 2010

AND

FINAL BEST AND FINAL OFFER (BAFO) AND

REVISED PROPOSAL SUBMITTED ON MARCH 16, 2011

EXHIBIT 6

Incorporated by reference

RFP REQUEST FOR PROPOSALS (RFP) FOR CITY OF LOS ANGELES

DOWNTOWN *EXPRESS*PARK™ INTELLIGENT PARKING MANAGEMENT (IPM)

PROJECT

Issued November 3, 2010

And

REVISIONS REQUESTED FOR *EXPRESS*PARK™ PROPOSALS
ISSUED MARCH 2, 2011

Attachment D – Milestone Project Plan

ID	Task Name	Duration	Start	Finish
117	**Central Management-System Development and Implementation**	**414 days?**	**Fri 4/1/11**	**Wed 10/31/12**
1	**Project Initiation**	**21 days**	**Fri 9/30/11**	**Fri 10/28/11**
2	Contract Start (NTP)	1 day	Fri 9/30/11	Fri 9/30/11
10	**Initial Kick-off Meeting**	**8 days**	**Mon 10/3/11**	**Wed 10/12/11**
11	**ACS Establishes Internal Configuration Management Structure With Subs and Suppliers**	**8 days**	**Mon 10/3/11**	**Wed 10/12/11**
208	**Merge Development - Phase I (Go Live)**	**151 days?**	**Mon 10/3/11**	**Mon 4/30/12**
209	**Individual Module Development and Testing**	**140 days**	**Mon 10/3/11**	**Fri 4/13/12**
279	**Parking Guidance System**	**140 days**	**Mon 10/3/11**	**Fri 4/13/12**
108	**Provide Enforcement Handhelds with Pocket PEO/Printers, Supervisors' Notebooks**	**148 days**	**Wed 10/5/11**	**Fri 4/27/12**
449	**Technical Support and Training**	**288 days**	**Wed 10/5/11**	**Fri 11/9/12**
458	**Training**	**288 days**	**Wed 10/5/11**	**Fri 11/9/12**
15	LADOT Approves and Initiates Project-Wide CM Process	3 days	Mon 10/10/11	Wed 10/12/11
58	**Enhanced Parking Meters and Pay Stations**	**95 days**	**Mon 10/10/11**	**Fri 2/17/12**
59	**Replacement/Provision of Meters**	**95 days**	**Mon 10/10/11**	**Fri 2/17/12**
60	**Enhanced Single-Space Meters with Collections hardware**	**88 days**	**Mon 10/10/11**	**Wed 2/8/12**
75	**On-Street Wireless Vehicle Sensors**	**98 days**	**Wed 10/12/11**	**Fri 2/24/12**
96	**Cellular Payment Technology**	**145 days?**	**Wed 10/12/11**	**Tue 5/1/12**
426	**Parking Guidance System**	**259 days**	**Wed 10/12/11**	**Mon 10/8/12**
439	**Off-Street Occupancy Systems with lot DMS**	**117 days**	**Wed 10/12/11**	**Thu 3/22/12**
17	**Systems Engineering Management Plan (SEMP)--Final FHWA Approval**	**181 days**	**Tue 10/18/11**	**Tue 6/26/12**
412	**Public Outreach and Marketing (LADOT Review and Approval At All Stages)**	**184 days**	**Tue 10/18/11**	**Fri 6/29/12**
210	**Occupancy Detection/Recording (Includes Basic Reporting Tools)**	**66 days**	**Fri 11/4/11**	**Fri 2/3/12**
461	City Approval of Curriculum and Training Plan	5 days	Wed 11/9/11	Tue 11/15/11
216	**Vehicle Sensor Management System**	**61 days**	**Fri 11/11/11**	**Fri 2/3/12**
427	**Local "Neighborhood" Dynamic Message Signs (NDMS) [Per RFP, 6 Month Lag from Launch Date]**	**236 days**	**Mon 11/14/11**	**Mon 10/8/12**
443	**Install Occupancy System With DMS (Order Subject to Discussion)**	**90 days**	**Wed 11/16/11**	**Tue 3/20/12**
444	Install Occupancy Systems and DMS	60 days	Wed 11/16/11	Tue 2/7/12
325	**Dynamic Pricing Engine**	**104 days**	**Fri 11/18/11**	**Wed 4/11/12**
247	**Configuration Management and Control (Centralized)**	**51 days**	**Tue 11/22/11**	**Tue 1/31/12**
65	Set-up and Install New Meters (Staged at 500 per Week)	50 days	Wed 11/23/11	Tue 1/31/12
271	**Customer Support System (Links/Interfaces to eTIMS for Citation Research)**	**50 days**	**Wed 11/23/11**	**Tue 1/31/12**
239	**Meter Collection System Software**	**93 days**	**Fri 12/2/11**	**Tue 4/10/12**
312	**NAV Systems Interface**	**91 days**	**Fri 12/2/11**	**Fri 4/6/12**
223	**Policy Management System**	**73 days**	**Mon 12/5/11**	**Wed 3/14/12**
105	**Implement Cell Phone Payment**	**85 days?**	**Wed 1/4/12**	**Tue 5/1/12**
414	Review and Approve Marketing Plan	5 days	Mon 1/23/12	Fri 1/27/12
277	Conduct System Test - Customer Support System	3 days	Tue 1/24/12	Thu 1/26/12
222	Review and Approval of System Test - Vehicle Sensor Management System	3 days	Wed 2/1/12	Fri 2/3/12
464	**Conduct Training**	**203 days**	**Wed 2/1/12**	**Fri 11/9/12**
94	Sensor System Accepted as Operational	1 day	Fri 2/24/12	Fri 2/24/12
353	**Merge Development - Phase 2 (Go Live +2mo.)**	**84 days?**	**Thu 3/8/12**	**Tue 7/3/12**
354	**Dynamic Pricing Engine**	**81 days**	**Thu 3/8/12**	**Thu 6/28/12**
369	**Dashboards and Reporting**	**84 days?**	**Thu 3/8/12**	**Tue 7/3/12**
230	Review and Approval of System Test - Policy Management System	3 days	Mon 3/12/12	Wed 3/14/12
447	Off-Street Occupancy and Guidance Systems Accepted in Operation	2 days	Wed 3/21/12	Thu 3/22/12
319	Review and Approval of NAV Interface Test	3 days	Wed 4/4/12	Fri 4/6/12
332	Review and Acceptance of Engine (Phase 1 - Base Hourly Rates)	5 days	Thu 4/5/12	Wed 4/11/12
246	Review and Acceptance of System Test - Meter Collection System	3 days	Fri 4/6/12	Tue 4/10/12
350	**End-End System Testing**	**11 days?**	**Mon 4/16/12**	**Mon 4/30/12**
351	Conduct End-End System Testing	10 days	Mon 4/16/12	Fri 4/27/12
116	Enforcement System Accepted for Deployment	3 days	Wed 4/25/12	Fri 4/27/12
352	Phase 1 (Initial Launch) Operational	1 day?	Mon 4/30/12	Mon 4/30/12
517	Pilot Evaluation Completed	12 emons	Mon 4/30/12	Thu 4/25/13
107	Go Live with Cell Payments	1 day?	Tue 5/1/12	Tue 5/1/12
42	LADOT Review/Approval of SEMP	10 days	Tue 5/8/12	Mon 5/21/12
44	Approval of SEMP by FHWA	21 days	Tue 5/29/12	Tue 6/26/12

ID	Task Name	Duration	Start	Finish
378	**Merge Development - Phase 3 (Go Live +6mo.)**	**102 days**	**Tue 6/12/12**	**Wed 10/31/12**
379	**Express Park Dynamic Pricing Engine**	**102 days**	**Tue 6/12/12**	**Wed 10/31/12**
377	Phase 2 Operational	1 day?	Tue 7/3/12	Tue 7/3/12
437	Local NDMS in Operation	1 day	Mon 10/8/12	Mon 10/8/12
385	Review and Acceptance of Engine (Phase 3 - Dynamic Pricing)	5 days	Thu 10/25/12	Wed 10/31/12
515	Final City Certification of Training Completion	3 days	Wed 11/7/12	Fri 11/9/12

PATENT LICENSE AGREEMENT

This Agreement, having an Effective Date of September 15, 2011, is made between OPEN PARKING, LLC (hereinafter "Licensor") and ACS State & Local Solutions, Inc. (hereinafter "ACS") and the City of Los Angeles (hereinafter "City"). ACS and City may be referred to individually as "Licensee" or collectively as "Licensees".

RECITALS

WHEREAS, Licensor is the owner of four patents that cover intelligent parking systems and methods for communicating parking information, identified as Patent Number US6501391, Patent Number US6750786, Patent Number US6946974, and Patent Number US7492283 (hereinafter "Licensed Patents"); and

WHEREAS, the City of Los Angeles (hereinafter "City") is acting by and through its Department of Transportation to implement an intelligent parking management system for the City, identified as *Express*Park™ (hereinafter "Project"); and

WHEREAS, ACS is a vendor of the City responsible for implementing the Project and for selecting other vendors for the Project; and

WHEREAS, Licensor has asserted that certain software, processes, and other technology used or to be used in the Project, expansion of the Project, and in future projects may be covered by the Licensed Patents; and

WHEREAS, Licensees desires to obtain a license to the Licensed Patents within the Territory; and

WHEREAS the purpose of this Agreement is to provide a license to permit use of the Licensed Patents by the Licensees, and their respective vendors, contractors, subcontractors, consultants, suppliers, academic researchers, and end-users in the Territory, as set forth below.

NOW, THEREFORE, THE PARTIES AGREE AS FOLLOWS:

1. SUMMARY OF AGREEMENT

Under the terms of this Agreement, in consideration of a one-time, non-refundable license fee payment of $200,000, Licensor shall grant to the Licensees separable and independent non-exclusive, perpetual, royalty-free licenses, under the Licensed Patents, solely in the Territory, as further set forth below.

2. DEFINITIONS

Where any word or phrase defined below, or a pronoun used in place thereof, is used in any part of this Agreement, it shall have the meaning herein set forth.

"Agreement" means this document.

"City" means the City of Los Angeles, a municipal corporation, and its governmental agencies, departments, boards, bureaus, councils, and offices.

"Licensee" means ACS State & Local Solutions, Inc. and its Affiliates and/or the City of Los Angeles and its departments, agencies, authorities, officials, and employees.

"Licensor" means OPEN PARKING, LLC and its Affiliates.

"Affiliate" means any current or future person or business entity which controls, is controlled by, or is under common control with Licensee.

"Control" means the ownership or control, directly or indirectly, of fifty percent or more of all of the voting powers of the shares (or other securities or rights) entitled to vote for the election of directors or other governing authority or otherwise having power to control such entity's general activities, but only for so long as such ownership or control will continue.

"Licensed Patents" means and is limited to the following patents and any continuations, continuations in-part, divisions, reexaminations, or re-issues thereof:

1. US6501391 Internet Communication of Parking Lot Occupancy,
2. US6750786 Systems and Methods for Internet Communication of Parking Lot Information,
3. US6946974 Web-Based Systems and Methods for Internet Communication of Substantially Real-Time Parking Data, and
4. US7492283 System and Methods of Communication of Parking Information.

"Licensed Products" means any products or services which are based on or utilize, wholly or in part, the Licensed Patents. Licensed Products include, in particular, any goods, services, or part thereof covered by a valid claim of an issued, unexpired Licensed Patent. A claim of an issued, unexpired Licensed Patent shall be presumed valid unless and until held invalid by a final judgment of a court of competent jurisdiction from which no appeal can be or is taken.

"Sublicensee" means any entity authorized by either Licensee to exercise the license rights granted to the Licensees under the Licensed Patents solely for the Project, expansion of the Project, and future projects of the City in the Territory.

"Territory" means and is limited to the geographic territory of the City of Los Angeles, the Los Angeles International Airport and any other locations, facilities and real property owned, controlled or operated by, or within the jurisdiction of, the City.

"Project" means the *Express*Park™ project.

3. LICENSE AGREEMENT

3.1. Patent License. In consideration of a one-time, non-refundable payment to Licensor of a license fee of Two Hundred Thousand Dollars ($200,000), and for other good and sufficient consideration (receipt of which is hereby acknowledged), and subject to the terms and conditions of this Agreement, Licensor hereby grants to each Licensee a non-exclusive, perpetual, royalty-free license, to practice solely in the Territory the arts described in the Licensed Patents.

3.2. Patent Ownership. The Licensees acknowledge that this Agreement does not grant title or right of ownership in the Licensed Patents.

3.3. Term of the License. Subject to the payment of the license fee, the term of the license for the Licensed Patents granted under this Agreement shall commence upon the Effective Date of this Agreement and shall continue until the expiration date of the last of the Licensed Patents to expire unless sooner terminated in accordance with the provisions of this Agreement. This license to use the Licensed Patents is irrevocable, except if this Agreement is terminated in accordance with its terms, in which case this license shall also terminate.

3.4. Sublicenses. This license to the Licensed Patents under this Agreement extends to the Licensees and may be sublicensed by the Licensees, with the same territorial restrictions and use in the Territory. Any sublicense granted under this Agreement to persons or entities extends only to the activities performed by those persons or entities in the Territory. Sublicensees have the same sublicense rights as the Licensee. The Licensees are not required to notify Licensor of sublicenses granted under this Agreement.

3.5. Waiver of Infringement. By accepting the license fee and granting the licenses granted under this Agreement, Licensor agrees that it shall not seek to enjoin, claim against, take legal action against, otherwise prevent or interfere with, or seek additional payment from the Licensees or any Sublicensee for exercise or enjoyment of the patent license in this Agreement. By granting this license, Licensor hereby waives any action against the Licensees or any Sublicensee for any past infringement of the Licensed Patents arising out of or related to any use in the Territory falling within the scope of the above license, to the extent the same would have been licensed if occurring after the Effective Date.

3.6. Assignment. This Agreement may not be transferred to any other party except that this Agreement may be assigned by the Licensee to its Affiliates or a Sublicensee of Licensees. The Licensees are not required to notify the Licensor of such an assignment of this Agreement to its Affiliates, the City, or a Sublicensee.

3.7. No Obligation to Deliver Products or Services. Licensees have no obligation to provide Licensed Products. Licensor is granting only a non-exclusive license under the Licensed Patents and shall not have any obligation to deliver or provide any software, services or other items or deliverables under this Agreement of any kind.

3.8. No Other Implied Licenses or Obligations. This license granted to the Licensees is expressly set forth above and no other rights or licenses are implied. No rights or licenses are granted under any intellectual property rights other than the Licensed Patents, either expressly or by implication. Licensor's obligations are expressly set forth herein and no other obligations shall be implied.

3.9. Licensor's Representations and Warranties. Licensor hereby represents and warrants that the Licensed Patents are valid United States patents. Licensor hereby represents and warrants that Licensor owns all rights, title, and interest in the Licensed Patents without encumbrance, except that the Licensed Patents have been non-exclusively licensed to the City and County of San Francisco and ParkingCarma, Inc. Licensor represents and warrants that the City and County of San Francisco and ParkingCarma, Inc. do not have any rights to enforce the Licensed Patents or take any action which would interfere with the license grant herein or the waiver of infringement in this Agreement. Licensor represents and warrants that Licensor has all necessary rights to enter into this Agreement and that Licensor has not entered into and shall not enter into any agreement or take any action which would interfere with the license grant herein or the waiver of infringement in this Agreement. Licensor further represents and warrants that as of the Effective Date of this Agreement, Licensor does not hold any other patents or licenses with rights to enforce patents for which it could seek further license fees, or on which it could assert rights, as of the Effective Date that would be inconsistent with this Agreement.

4. GENERAL PROVISIONS

4.1. Term of the Agreement. The term of this Agreement will continue until the expiration date of the last of the Licensed Patents to expire unless otherwise terminated in accordance with the terms of this Agreement.

4.2. Effective Date of Agreement. This Agreement shall become effective when signed by all signatories indicated on the last page of this Agreement, and the license shall become effective when Licensor has received the license fee ($200,000.00) provided for in Section 1 above from either Licensee. If the Licensor fails to be paid the license fee when due, Licensor shall have the right to terminate this Agreement upon written notice to the Licensees. Upon termination of this Agreement, no licenses or rights under the Licensed Patents will survive the termination.

4.3. License Fee. Within 30 Days following execution of this Agreement by all parties, ACS shall pay to Licensor, by wire transfer (payment instructions provided below) a non-refundable License Fee in the amount of Two Hundred Thousand Dollars ($200,000). The license fee is nonrefundable, even if the validity, scope, or enforceability of any Licensed Patent is subsequently challenged and deemed to be held invalid, of narrower scope, or unenforceable. In no event shall the Licensees be liable for interest or late charges for any late payments. The parties acknowledge and agree that it is mutually in their best interests, including being the most convenient and efficient, for Licensor to grant Licensees a non-exclusive license based on the above one-time, non-refundable license fee. Licensees acknowledges that Licensor has offered to negotiate other methods of calculating compensation for the license granted herein, and that the license fee stated above is freely chosen and agreed to by the parties, as a convenience to the parties, and represents a convenient and fair means of charging for such license. The Licensor reserves all rights under the Licensed Patents with respect to others, including the right to charge different amounts for other licenses and/or to refuse to grant licenses in its sole discretion.

Payment Instructions

Bank: First Niagara
Address: 3500 Extension Avenue, Finleyville, PA 15332
Account Number: 985137940
Routing Number: 222370440

4.4. Authorization. Each party represents and warrants that it has full power and authority to enter into this Agreement. Licensor represents that it has the necessary rights under the Licensed Patents to grant to the Licensees a non-exclusive license under the Licensed Patents as set forth herein.

4.5. Indemnity. Licensees agree to indemnify, hold harmless, and defend Licensor, and its respective trustees, officers, employees, and agents against any and all claims for death, illness, personal injury and property damage arising out of the manufacture, use, sale, or other disposition of Licensed Products by Licensee. Licensor shall not be liable for any indirect, special, consequential, or other damages whatsoever, whether grounded in tort (including negligence), strict liability, contract, or otherwise with respect to the manufacture, use, sale, or other disposition of Licensed Products by Licensees. Licensor shall not have any responsibilities or liabilities whatsoever with respect to the manufacture, use, sale, or other disposition of Licensed Products by Licensees.

4.6. Confidentiality. The Licensor agrees that the terms of this Agreement will be treated as confidential and maintained in confidence and will not be disclosed to any other person or entity except: 1) as may be required by law (such as the California Public Records Act) or pursuant to a protective order entered by a Court or tribunal; or 2) upon written agreement between Licensor and Licensees. Licensor may represent that Licensee and the City are licensed under the Licensor's Patents without violating this confidentiality provision.

4.7. Disclaimers. Licensor makes no other representations or warranties, express or implied. The Licensed Patents are licensed "as is, with all faults," without any representations or warranties whatsoever. Licensor disclaims all warranties, express, implied or statutory, including all implied warranties of merchantability or fitness for a particular purpose. Licensor provides no warranty or representation as to the validity or scope of any Licensed Patent. Licensor does not represent that Licensed Products will not infringe any patent or other proprietary right of any third party. Licensor shall have no obligation to enforce the Licensed Patents against any third party. Licensees shall have no right to enforce the Licensed Patents against any third party. A sublicensee shall have no right to enforce the Licensed Patents against any third party. The Licensor retains the absolute right to determine the manner of and extent of licensing and enforcement of its rights in the Licensed Patents against third parties. The decision to bring suit for infringement of any of the rights contained in the Licensed Patents, and the conduct of and the settlement, if any, of any such suit is entirely and solely within the discretion of Licensor.

4.8. Termination. Licensor has no right to terminate this Agreement for any reason after the Licensee has paid the license fee. The licenses granted under this Agreement specific to each Licensee may be terminated by mutual written agreement between the individual Licensee and Licensor, upon thirty (30) days written notice to all parties and subject to any terms of this Agreement which survive termination. By way of clarification, ACS shall have no right to terminate the license granted hereunder by Licensor to the City nor shall the City have any right to terminate the license granted hereunder by Licensor to ACS.

4.9. Notice. Unless otherwise indicated elsewhere in this Agreement, all written notices shall be by U.S. mail and shall be addressed as follows:

To ACS:	ACS State & Local Solutions, Inc. 12410 Milestone Center Drive Germantown, MD 20876
To City:	Dan Mitchell Project Manager, LA Express Park(TM) 555 Ramirez Street. Space 315 Los Angeles, CA. 90012
To Licensor:	OPEN PARKING, LLC 436 Munntown Road Eighty Four, PA 15330

A party listed above may change the address to which notice is to be sent by giving written notice thereof to the other listed parties. If e-mail notification is used, the sender must specify a Receipt notice. Any notice of default must be sent by registered mail.

4.10. Non-Waiver of Rights. The omission by Licensor or the Licensee at any time to enforce any default or right reserved to it, or to require performance of any of the terms, covenants, or provisions hereof at the time designated, shall not be a waiver of any such default or right to which the party is entitled, nor shall it in any way affect the right of Licensor, or the City to enforce such provisions thereafter.

4.11. Modification of Agreement. This Agreement may not be modified, nor may compliance with any of its terms be waived, except in writing signed by an authorized representative of each party.

4.12. Applicable Law. The formation, interpretation, and performance of this Agreement shall be governed by the laws of the Commonwealth of Pennsylvania.

4.13. Construction. All paragraph captions are for reference only and shall not be considered in construing this Agreement.

4.14. Entire Agreement. This contract sets forth the entire Agreement between the parties, and supersedes all other oral or written provisions. This contract may be modified in writing in the same manner as this Agreement was approved.

4.15. Severability. Should the application of any provision of this Agreement to any particular facts or circumstances be found by a court of competent jurisdiction to be invalid or unenforceable, then (a) the validity of other provisions of this Agreement shall not be affected or impaired thereby, and (b) such provision shall be enforced to the maximum extent possible so as to effect the intent of the parties and shall be reformed without further action by the parties to the extent necessary to make such provision valid and enforceable.

4.16. Agreement Applies to Successors. This Agreement shall apply to and bind the parties, and their respective officers, employees, directors, partners, joint venturers, parents, whole and partial subsidiaries, shareholders, alter egos, controlled entities, affiliates, servants, agents, independent contractors, consultants, advisors, creditors, representatives, transferees, attorneys, insurers, accountants, sureties, trusts, heirs, executors, administrators, conservators, predecessors, successors, and assigns.

4.17. Cooperative Drafting. This Agreement has been drafted through a cooperative effort of both parties, and both parties have had an opportunity to have the Agreement reviewed and revised by legal counsel. No party shall be considered the drafter of this Agreement, and no presumption or rule that an ambiguity shall be construed against the party drafting the clause shall apply to the interpretation or enforcement of this Agreement.

4.18. Signatories' Authority. In signing this Agreement, each signatory represents and warrants that he is an authorized representative of his respective party and that has the necessary authorization to bind his party.

4.19. Execution in Counterparts. This Agreement may be executed by the parties in counterparts including but not limited to transmission and execution by facsimile or electronic signature and transmission.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement for the purposes intended herein.

Licensee

ACS State & Local Solutions, Inc. — Date: 9/29/11

Licensee

ACCEPTED AND AGREED

Jaime de la Vega — Date: 9/29/11
General Manager, Dept. of Transportation
City of Los Angeles

APPROVED AS TO FORM:
Carmen A. Trutanich, City Attorney

Michael Nagle — Date: 9/29/11
Deputy City Attorney

ATTEST:
June Lagmay, City Clerk

By: — Date: 09-29-2011

BTRC No. C-119654

Licensor

Karen S. Racunas, Manager of OPEN PARKING, LLC — Date

Robert V. Racunas, Jr. Counsel for OPEN PARKING, LLC — Date: 9-29-2011