

CONTRACT NO.

for

CASHLESS TICKET VENDING MACHINES

This Contract, made and entered into this _____ day of _____, 2012, by and between Parkeon a Delaware State Corporation, hereinafter called Contractor, and the City of Portland, a municipal corporation of the State of Oregon, by and through its duly authorized representatives, hereinafter called City. This Contract may refer to the City and Contractor individually as a "Party" or jointly as the "Parties."

WITNESSETH:

ARTICLE I. The parties hereto mutually covenant and agree to and with each other as follows:

1. **STATEMENT OF WORK:** Design, supply, delivery, testing and commissioning of a Fare Collection System including on-going technical support, training and documentation for City of Portland personnel. All work shall be performed in accordance with Exhibit A.

2. **EFFECTIVE DATE AND DURATION:** The initial term of this Contract shall begin on the date of last signature by the parties to this Contract, and shall expire on June 20, 2015 (3 years) unless terminated sooner as provided herein. The Parties may agree, by mutual consent, to extend this Contract for two 3-year extensions, taken individually or in multiple years, for a total contractual period of not more than nine (9) years.

At least thirty (30) days prior to the expiration of the initial term, or extension, the parties shall commence discussions if they desire to extend the Contract. The Contractor shall provide a written extension proposal within fifteen (15) calendar days following the City's request for such a proposal. However, nothing binds or requires either party to extend this Contract.

3. **CONSIDERATION:** The City agrees to pay Contractor a sum not to exceed **\$1,275,800** for accomplishment of the work. Interim payments shall be made to the contractor according to the schedule identified in Exhibit 1.

4. **INVOICING:** The Contractor shall submit billings in a timely fashion. Invoices shall be sent to:

City of Portland
Bureau of Transportation, Attn: Art Pearce
1120 SW 5th Ave, suite 800
Portland, OR 97204

Contractor is at all times solely responsible for billing accuracy and timeliness; Contractor shall provide invoices for the goods and services to the City in paper form. Invoices will not be processed for payment nor will the period of cash discount commence until receipt of a properly completed invoice and until all invoice items are received and satisfactory performance of Contractor has been attained.

5. **INVOICE PAYMENT:** Invoices submitted for payment shall identify the goods and services, the unit price, quantity, extended price, order number and invoice total. Additional billing details may be agreed upon between the parties. Invoicing for goods and services shall at all times be in arrears. Invoices for payment shall be provided to the city within ninety (90) days of successful delivery of the billed goods and services.

No interest charges or late payment charges shall accrue for disputed charges. Revised invoices or billing adjustments shall apply only to goods and services that can be verified by the City. Requests for such adjustments shall be submitted in writing to the City within six (6) months of acceptance of the goods and services, shall reference the original invoice in which the error was made, and contain the level of detail defined in billing detail above. Billing adjustments shall not be submitted to the City in any form other than a paper document. The City shall pay undisputed portions of disputed or incorrect invoices where the City can easily identify the undisputed portion. Failure by the City to pay any portion of or the entire invoiced amount based on Contractor billing errors, goods and services that fail to comply with this Contract, or disputed charges shall not constitute default under this Contract. Payment of an amount less than the total amount due on all unpaid invoices shall be any particular amount or item, which is subject to any claim of error or dispute between the parties, without prior written City approval.

ARTICLE II. Work under this contract shall not commence until all insurance requirements have been met and certificates thereof have been filed with the Chief Procurement Officer or the Auditor.

6. **INSURANCE – PROOF OF COVERAGE:** The insurance requirements are as follows.

Commercial General Liability Insurance – Public Liability and Property Damage

The Contractor shall provide and maintain public liability and property damage insurance in the minimum amount of \$1,000,000 per occurrence that protects the Contractor and the City and its officers, agents and employees from any and all claims, demands, actions and suits for damage to property or personal injury arising from the Contractor's work under this Contract

The insurance shall be without prejudice to coverage otherwise existing, and shall name as additional insureds the City and its officers, agents and employees. Notwithstanding the naming of additional insureds, the insurance shall protect each additional insured in the same manner as though a separate policy had been issued to each, but nothing herein shall operate to increase the insurer's liability as set forth elsewhere in the policy beyond the amount or amounts for which the insurer would have been liable if only one person or interest had been named as insured.

The coverage shall apply as to claims between insureds on the policy. The insurance shall provide that the insurance shall not terminate or be canceled without thirty (30) days written notice first being given to the City Auditor. If the insurance is canceled or terminated prior to completion of the Contract, the Contractor shall provide a new policy with the same terms. The Contractor agrees to maintain continuous, uninterrupted coverage for the duration of the Contract.

Automobile Liability

Automobile liability insurance with a combined single limit of not less than \$1,000,000 each occurrence for bodily injury and property damage. The insurance shall include coverage for any damages or injuries arising out of the use of automobiles or other motor vehicles by the Contractor. The insurance shall include coverage for any damages or injuries arising out of the use of automobiles or other motor vehicles by the Contractor.

Workers' Compensation

Prior to the performance of any work under a Contract awarded by the City, the Contractor shall comply with the workers' compensation law, ORS Chapter 656, as it may be amended, and if workers' compensation insurance is required by ORS Chapter 656, the Contractor shall maintain coverage for all subject workers as defined by ORS Chapter 656 and shall maintain a current, valid certificate of workers' compensation insurance on file with the City Auditor for the entire period during which work is performed under the Contract.

Certificate of Insurance

As evidence of the required insurance coverage, Contractor shall furnish acceptable insurance certificates to the City with the return of the signed Contract. The certificates shall specify the City of Portland as additional insured and shall include a 30-day notice of cancellation clause.

Notwithstanding the naming of additional insured, said policy will protect each insured in the same manner as though a separate policy has been issued to each; but nothing herein will operate to increase the insurer's liability as set forth elsewhere in the policy beyond the amount or amounts.

ARTICLE III. In consideration of the premises, and in accordance with the provisions for acceptance and payment for work set forth in these Standard Terms and Conditions and Special Terms and Conditions, the City and Contractor hereby agrees as follows:

STANDARD TERMS AND CONDITIONS

7. **INDEPENDENT CONTRACTOR STATUS:** The Contractor is engaged as an independent contractor and shall be responsible for any federal, state, and local taxes and fees applicable to payments hereunder. The Contractor, its subcontractors, and their employees are not employees of the City and are not eligible for any benefits through the City including, without limitation, federal social security, health benefits, workers' compensation, unemployment compensation, and retirement benefits.

8. **NO THIRD PARTY BENEFICIARIES:** Contractor and City are the only Parties to this Contract and are the only Parties entitled to enforce its terms. Nothing in this Contract gives, assigns or provides any benefit or right, whether directly, indirectly, or otherwise, to third persons.

9. **SUCCESSORS IN INTEREST:** The provisions of this Contract shall be binding upon and shall inure to the benefit of the Parties hereto, and their respective successors and approved assigns.

10. **SURVIVAL:** The terms, conditions, representations, and all warranties contained in this Contract shall survive the termination or expiration of this Contract.

11. **COMPLIANCE WITH APPLICABLE LAW:** In connection with its activities under this Contract, Contractor shall comply with all applicable federal, state and local laws and regulations. All statutory, charter and ordinance provisions applicable to public contracts in the City of Portland and the State of Oregon shall be followed with respect to this Contract. The following additional conditions apply to this solicitation and any resultant purchase order or contract: Appendix A as attached hereto.

The Contractor must be in compliance with the laws regarding conducting business in the City of Portland before an award may be made and shall be responsible for the following:

Certification as an EEO Affirmative Action Employer: The Contractor is certified as an Equal Employment Opportunity Employer as prescribed by Chapter 3.100 of the Code of the City of Portland through XXXXX. The certification will be maintained throughout the duration of the Contract.

Non-Discrimination in Employee Benefits (Equal Benefits): The Contractor has complied by providing the Equal Benefits Compliance Worksheet/Declaration Form indicating: Full Compliance, Option B.

Business License: The Contractor license # 679881 is in compliance with the City of Portland Business License requirements as prescribed by Chapter 7.02 of the Code of the City of Portland and will be maintained throughout the duration of this Contract.

Wage Rates: State of Oregon, Bureau of Labor and Industries (BOLI) wage rates are required for all work on contracts that total \$50,000 and above.

The City has determined this Contract is not subject to Prevailing Wage Rates.

State Of Oregon Business Registration: The successful Proposer(s) must also be in compliance with business registration regulations for the State of Oregon. Details are available at www.filinginoregon.com.

12. **GOVERNING LAW / VENUE:** The provisions of this Contract shall be construed in accordance with the provisions of the laws of the State of Oregon without reference to its conflict of laws provisions. Any action or suits involving any question arising under this Contract shall be brought in the appropriate court in Multnomah County, Oregon. By executing this Contract the Contractor agrees to in personam jurisdiction of the Oregon courts.

13. **NONDISCRIMINATION:** Contractor agrees to comply with all applicable requirements of federal and state civil rights and rehabilitation statutes, rules, and regulations. Contractor also shall comply with the Americans With Disabilities Act of 1990 (Pub. L. No. 101-336) including Title II of that Act, ORS Chapter 659.425, and all regulations and administrative rules established pursuant to those laws.

The contractor or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49CFR Part 26 in the award and administration U.S. DOT assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy, as the recipient deems appropriate.

14. **INDEMNITY:** Contractor shall hold harmless, defend, and indemnify the City of Portland, its officers, employees, and agents, from all claims, demands, suits, actions, losses, damages, liabilities, costs and expenses of whatsoever nature, including all attorney's fees and costs, resulting from or arising out of the activities of Contractor or its officers, employees, subcontractors, or agents including intentional acts, or of its subcontractors, agents or employees under this Contract. Contractor is not responsible for any damages caused by the actions of the City, its officers, employees and agents.

15. **SEVERABILITY:** In the event that a court, government agency, or regulatory agency with proper jurisdiction determines that this Contract, or any provision of this Contract, is unlawful, this Contract, or that provision of the Contract to the extent it is unlawful, shall terminate. If a provision of this Contract is terminated but the Parties can legally, commercially, and practicably continue without the terminated provision, the remainder of this Contract shall continue in effect.

16. **FUNDING:** In the event the City, during the adoption of the City's annual budget, reduces, changes, eliminates, or otherwise modifies the funding for any of the projects identified herein, the Contractor agrees to abide by any such decision including revision or termination of services.

17. **ASSIGNMENT AND SUBCONTRACTING:** This Contract or any interest therein shall not be assigned or subcontracted to any other person or entity without the prior written consent of the City of Portland. In the event of transfer without prior written consent, the purported transfer is void and the Contractor remains liable for performance of the Contract. Notwithstanding City approval of a subcontractor, the Contractor shall remain obligated for full performance hereunder, and the City shall incur no obligation other than its obligations to the Contractor hereunder. The Contractor agrees that if subcontractors are employed in the performance of this Contract, the Contractor and its subcontractors are subject to the requirements and sanctions of ORS Chapter 656, Workers' Compensation.

18. **LIENS:** Contractor shall not permit any claim to be filed or prosecuted against the City or any lien against the property purchased in connection with this Contract and agrees to assume responsibility should such lien or claim be filed.

19. **SUSTAINABLE PROCUREMENT:** Pursuant to the City's Sustainable City Principles, which direct City Bureaus to pursue long-term social equity, environmental quality, and economic vitality through innovative and traditional mechanisms, the Contractor is encouraged to incorporate these Principles into their scope of work with the City wherever possible. Therefore in accordance with the Principles and the City's Sustainable Procurement Policy, it is the policy of the City of Portland to encourage the use of products or services that help to minimize the human health and environmental impacts of City operations. "Environmentally preferable" means products or services that have a lesser or reduced effect on human health and the environment when compared with competing products or services that serve the same purpose. This comparison may consider raw materials acquisition, production, manufacturing, packaging, distribution, reuse, operation, maintenance, or disposal of the product or service.

Packaging should be minimized to the maximum extent possible without compromising product quality. The City encourages packaging that is reusable, recyclable in local recycling programs, is made from recycled materials, and/or is collected by the vendor for reuse/recycling.

20. **FORCE MAJEURE:** Neither City nor Contractor shall be held responsible for performance if its performance is prevented by unforeseeable acts or events beyond the Party's reasonable control including, but not limited to: acts of God; fire, flood, earthquakes or other catastrophes; strikes or other labor unrest; power failures, electrical power surges or current fluctuations; nuclear or other civil or military emergencies; or acts of legislative, judicial, executive, or administrative authorities; or any other circumstances that are not within its reasonable control.

21. **AMENDMENTS:** All changes to this Contract, including changes to the scope of work and Contract amount, must be made by written amendment and approved by the Chief Procurement Officer to be valid. The City's Chief Procurement Officer is authorized to execute amendments to this Contract without the City's further approval, provided such amendments are in writing, signed by both Parties, and approved by the City Attorney's Office. Contractor understands that City employees have no actual or apparent authority to enter into amendments, except as may be specifically granted by the City Council to the Chief Procurement Officer, or to waive the approval of the City Attorney's office.

22. **NON-WAIVER:** No waiver, consent, modification, or change of terms of this Contract shall bind either Party unless in writing and signed by both Parties. Such waiver, consent, modification, or change if made, shall be effective only in specific instances and for the specific purposes given. The failure of the City to enforce any provision of this Contract shall not constitute a waiver of that or any other provision.

23. **COORDINATION WITH OTHER CONTRACTORS AND OTHER SERVICES:** The Contractor shall cooperate fully with other contractors and City employees providing systems or support to the City during installation, operation, or maintenance of the goods and services. This includes planning for and integration of the goods and services provided under this Contract with those provided by others. Further, Contractor shall make every reasonable effort to cooperate with City to minimize and/or prevent any degradation of the other computer and telecommunications systems, equipment, or services of the City by the installation, operation, or maintenance of the goods and services. Contractor's failure to cooperate with the City and other contractors may be grounds for termination as provided herein.

24. **ACCESS TO RECORDS:** The Contractor shall maintain professional accounting standards and on a current basis, and the City and its duly authorized representatives shall have access to, the books, documents, papers, and records of the Contractor which are directly pertinent to this Contract for the purpose of making audit, examination, excerpts, and transcripts for a period of three (3) years after final payment. Copies of applicable records shall be made available upon request.

25. **AUDITS:** The City, either directly or through a designated representative, may conduct financial and performance audits of the billings and services specified in this Contract at any time in the course of the Contract and during the three (3) year period established by ACCESS TO RECORDS. Audits shall be conducted in accordance with generally accepted auditing standards.

If an audit discloses that payments to the Contractor were in excess of the amount to which the Contractor was entitled, then the Contractor shall repay the amount of the excess to the City. Under no circumstances will the payment of previous invoices constitute an acceptance of the charges associated with those invoices. If any audit shows performance of services is not efficient in accordance with Government Auditing Standards, or that the program is not effective in accordance with Government Auditing Standards, the City may pursue remedies as provided under EARLY TERMINATION OF CONTRACT and REMEDIES. In addition, the Contractor agrees to abide by the standards of the Office of the Comptroller set forth in May,

2002 Office of Justice Programs (OJP) Financial Guide, including without limitation in accordance with Office of Management and Budget (OMB) Circulars A87, A-102, A-122, A-128, A-133. All financial records, supporting documents, statistical records and all other records pertinent to this Contract shall be retained by the Contractor for a minimum of five (5) years for purposes of State of Oregon or the OJP Financial Guide from the Office of the Controller and apprise itself of all rules and regulations set forth.

26. EMPLOYEES NOT TO BENEFIT: No City employee or elected official of the City shall be admitted to any share or part of this Contract or to any benefit that may arise there from; but, this provision shall not be construed to extend to this Contract if made with a corporation for its general benefit.

27. NOTICE: Except as otherwise stated in this Contract, any notice or demand to be given under this Contract shall be delivered in person or deposited in United States Certified Mail, Return Receipt Requested. Any notices or other communications shall be addressed as follows:

CONTRACTOR:

Parkeon
40 Twosome Drive, Suite 7
Moorestown, NJ 08057

CITY:

City of Portland
Bureau of Transportation
1120 SW 5th Ave
Portland, OR 97204

Attn:

Christopher J. Octon
Vice President, Transit

Art Pearce
Capital Project Manager

If either party changes its address or if a party's representative changes, the other party shall be advised of such a change in writing, in accordance with this section.

SPECIAL TERMS AND CONDITIONS

28. CITY FURNISHED PROPERTY: No materials, labor or facilities will be furnished by the City unless otherwise provided for within this Contract.

29. ADDITIONAL PURCHASES: The City reserves the right to purchase additional materials beyond the quantities stated in the bid documents at the same prices submitted by the Contractor. Such additional purchases are not guaranteed and will be made at the City's sole discretion. Contractor agrees to extend identical prices and services under the same terms and conditions to all regional public agencies. Each participating agency will execute its own Contract with the Contractor for its requirements.

Following any initial purchase(s) by the City of Portland, additional quantities of the materials listed herein may be purchased to replace or supplement existing supplies and will be funded by various general funding sources of the various agencies.

30. EARLY TERMINATION OF CONTRACT: The City and the Contractor, by mutual written agreement, may terminate the Contract at any time. The City, on thirty (30) days written notice to the Contractor, may terminate this Contract for any reason deemed appropriate in its sole discretion. Either the City or the Contractor may terminate this Contract in the event of a material breach of the Contract by the other. Prior to such termination, however, the Party seeking the termination shall give to the other Party written notice of the breach and the Party's intent to terminate. If the Party has not entirely cured the breach within thirty (30) days of the notice, then the Party giving the notice may terminate the Contract at any time thereafter by giving a written notice of termination.

31. SUSPENSION OF THE WORK: The City may at any time give notice in writing, by electronic mail, or by facsimile to the Contractor to suspend this Contract. The notice of suspension shall specify the date of suspension and the estimated duration of the suspension. In no event shall the Contractor be entitled to any lost or prospective profits or any incidental or consequential damages because of suspension.

32. PAYMENT ON EARLY TERMINATION: In the event of termination under EARLY TERMINATION OF CONTRACT hereof, the City shall pay the Contractor for goods and services in accordance with the Contract prior to the termination date and delivered to City provided that such goods and services conform to Contract specifications and are of use to the City. In the event of termination under EARLY TERMINATION OF CONTRACT hereof, by the City due to a breach by the Contractor, then the City shall pay the Contractor for goods delivered and services performed in accordance with the Contract prior to the termination date subject to set off of excess costs, as provided for in Remedies. In the event of early termination all of the Contractor's work product shall become and remain property of the City. Under no circumstances shall the City be subject to early termination penalties for recurring charges for goods or services that the City cancels during the term of this Contract.

33. REMEDIES: In the event of termination under EARLY TERMINATION OF CONTRACT by the City due to a breach by the Contractor, then the City may purchase goods and services outstanding from another contractor and the Contractor shall be liable for additional re-procurement costs incurred by the City. The City also shall be entitled to any other equitable and legal remedies that are available. Except as expressly contained in this Contract, the remedies for a breach of this Contract shall not be exclusive, or construed as a limitation on any other equitable and legal remedies that are available, including without limitation rights or remedies that are or may become available under its records according to ORS Chapter 72.7010 to 72.7250.

34. INTELLECTUAL PROPERTY: The City requires the following regarding copyrighting and patent pending on work products pertaining to this Contract:

a. **Copyright:** All work products of the Contractor which result from this Contract are the exclusive property of the City. If this Contract results in a copyright, the City of Portland reserves a royalty-free, nonexclusive and irrevocable license to reproduce, publish or otherwise use, and to authorize others to use, for governmental purposes, the work or the copyright to any work developed under this Contract and any rights of copyright to which the Contractor or its sub-vendor, purchases ownership with grant support.

b. **Patent:** If this Contract results in the production of patentable items, patent rights, processes, or inventions, the Contractor or any of its sub-vendors shall immediately notify the City. The City will provide the Contractor with further instruction on whether protection on the item will be sought and how the rights in the item will be allocated and administered in order to protect the public interest, in accordance with federal guidelines.

35. WARRANTY: The Contractor represents and warrants that (i) Contractor shall perform all Services set forth herein in a good and workmanlike manner, in conformance with the Specifications and requirements of the Contract, and in accordance with the highest applicable professional and/or industry standards; (ii) Contractor warrants that each of Contractor's employees assigned to perform Services has the proper skill, training, and background to be able to perform Services in a competent, timely, and professional manner and that all Services shall be so performed; and (iii) Contractor shall, at all times during the term of the Contract, maintain and keep current all licenses and certifications required to perform the work set forth in the Contract.

Contractor represents and warrants that it is in compliance with, and for the duration of the Contract shall remain in compliance with, the standards and requirements of ORS 279.835 (4).

36. PROPRIETARY INFORMATION: City agrees that any documents, programs, source and object code, or other matters relating to the MyParkfolio software which is provided by Contractor, remains the proprietary and intellectual rights of the Contractor and shall not be disclosed to third parties.

Contractor agrees to hold in confidence any and all information of the City's it receives while performing any of the contemplated function of the Contract and shall not disclose any such information to third parties.

37. INTERGOVERNMENTAL CO-OPERATIVE PURCHASING: The Contractor, by submitting a response, agrees to extend identical prices and services under the same terms and conditions to all public agencies. Quantities stated herein reflect the City of Portland usage only. Pursuant to ORS 279A and City of Portland procurement rules, other public agencies shall have the ability to purchase the awarded goods and services from the awarded Contractor(s) under terms and conditions of the resultant Contract.

Any such purchases shall be between the Contractor and the participating public agency and shall not impact the Contractor's obligation to the City of Portland. Any estimated purchase volumes listed herein do not include other public agencies and the City of Portland makes no guarantee as to their participation.

A public agency wishing to purchase goods or services will execute its own Contract with the awarded Contractor for its requirements. The successful Contractor shall provide quarterly usage reporting of the City of Portland and that of other public agencies. The Contractor has indicated by his proposal that the prices and terms of the RFP will be extended to any and/or all public agencies. Any respondent by written notification included with their proposal, may decline to extend the services, prices and terms of this RFP to any and/or all other public agencies.

38. RIGHT TO CHANGE: The City reserves the right to order changes to the goods, materials, equipment and services outlined herein. The City and the Contractor shall determine a fair and equitable cost and if required, additional time for such changes. All such changes shall be ordered in writing and agreed to by the parties.

39. PERMITS AND LICENSES: The Contractor shall be required to have or obtain, at their expense, any and all permits and licenses required by the City and/or County, state and Federal (except FCC radio licenses), pertaining to the materials and services to be provided.

40. COPYRIGHTS AND PATENTS: The City requires the following regarding copyrighting and patent pending on work products pertaining to this Contract:

a. **Copyright:** All work products of the Contractor which result from this contract are the exclusive property of the City. If this Contract results in a copyright, the City of Portland reserves a royalty-free, nonexclusive and irrevocable license to reproduce, publish or otherwise use, and to authorize others to use, for governmental purposes, the work or the copyright to any work developed under this Contract and any rights of copyright to which the Contractor or its sub-vendor, purchases ownership with grant support.

b. **Patent:** If this Contract results in the production of patentable items, patent rights, processes, or inventions, the Contractor or any of its sub-vendors shall immediately notify the City. The City will provide the Contractor with further instruction on whether protection on the item will be sought and how the rights in the item will be allocated and administered in order to protect the public interest, in accordance with federal guidelines.

41 CONFIDENTIALITY: The Contractor shall maintain the confidentiality, both external and internal, of that confidential information to which it is exposed by reason of this Contract. The Contractor warrants that its employees assigned to this Contract shall maintain the necessary confidentiality.

42. PUBLICITY: The Contractor shall not use in its external advertising, marketing programs, or other promotional efforts, any data, pictures or other representatives of the City, except with prior specific written authorization from the City.

43. SURVIVAL: The terms, conditions, representations, and all warranties contained in this Contract shall survive the termination or expiration of this Contract.

44. FUNDING: In the event the City, during the adoption of the City's annual budget, reduces, changes, eliminates, or otherwise modifies the funding for any of the projects identified herein, the Contractor agrees to abide by any such decision including revision or termination of services.

45. SPECIFICATIONS: This Contract authorizes the Contractor to provide and the City to procure those goods, materials, equipment and services, and establishes the terms and conditions for the City to obtain said goods, materials, equipment and services from the Contractor. Goods, materials, equipment and services to be provided under this Contract are described in the Attachments hereto. The Contractor shall provide to the City those goods, materials, equipment and services described in the attachments in accordance with the prices shown herein. Payment shall be made only in accordance with the payment schedule identified herein.

46 UNIFORM COMMERCIAL CODE: The provisions of this Contract are not be construed as exclusive remedies or as a limitation upon rights or remedies that may be or may become available under ORS Chapter 71-83 (Uniform Commercial Code).

47 .PROPRIETARY INFORMATION: City agrees that any documents, programs, source and object code, or other matters relating to FCMS which is provided by Contractor, remains the proprietary and intellectual rights of the Contractor and shall not be disclosed to third parties.

48. PROMPT PAYMENT: The prime contractor agrees to pay each subcontractor under this prime contract for satisfactory performance of its contract no later than ten (10) working days from the receipt of each payment the prime contractor receives from the City. The prime contractor agrees further to return retainage payments to each subcontractor within 10 working days after the subcontractor's work is satisfactorily completed. Any delay or postponement of payment from the above referenced time frame may occur only for good cause following written approval of the City. This clause applies to both DBE and non-DBE subcontractors.

The contractor must maintain records of all subcontracts entered into with DBEs and records of materials purchased from DBE suppliers. Such records shall show the name and business address of each DBE subcontractor or vendor and the total dollar amount actually paid to each DBE subcontractor of vendor.

The contractor must also submit to the Project Manager's office an affidavit certifying that payment was made to the DBE subcontractor or supplier, to be signed by both the prime contractor and DBE. Such an affidavit must be submitted during the project any time a progress or final payment is made to a DBE, and when any retainage held is returned. A summary certification affidavit must be submitted at the completion of the project.

The participation of the DBE Subcontractor will not be credited towards the prime contractor's DBE achievements, or the overall aspirational goal, until the amount being counted toward the aspirational goal, and any retainage held by the prime contractor has been paid to the DBE

a. **DBE Subcontractor Required Contract Provisions**

Failure of any contractor to meet the DBE Supplemental Required Contract Provisions and program authorities shall constitute a breach of contract for which the imposition of the following sanctions may include but is not limited to the following:

- 1) Temporarily withholding progress payments until the contractor complies with these contract provisions where possible through future performance.

2) Permanently withholding payment for work already performed in a manner that constitutes a breach of contract.

i. **SUBCONTRACT PROVISIONS:** Contractor shall include in each subcontract, and require each subcontractor to include in any lower tier subcontracts, any provisions necessary to make all of the provisions of this Contract fully effective. Contractor shall provide all necessary plans, specifications, and instructions to its suppliers and subcontractors to enable them to properly perform their work.

Contractor agrees to hold in confidence any and all information of the city's it receives while performing any of the contemplated function of the Contract and shall not disclose any such information to third parties.

ARTICLE IV. It is understood and agreed by the parties hereto that:

1. Any reference in this Contract to the scope of work or specifications is intended as a convenience to the parties in administration of the Contract. Therefore, in the absence of an express statement to the contrary herein, any restatement or partial restatement in this Contract of any provision of the scope of work or specifications is not intended, nor shall be construed to change, alter, modify, amend, or delete the requirements of the scope of work or specifications.

2. All statutory, charter and ordinance provisions applicable to public contracts in the City of Portland and State of Oregon shall be followed with respect to this Contract.

IN WITNESS WHEREOF, Contractor and City have caused this contract to be executed in triplicate by their duly authorized representative(s), all on the day and year first above written.

(Affix Corporate Seal)

Parkeon, Inc.

by _____

Christopher J. Octon

(Name and Title)

Address: 40 Twosome Drive, Suite 7
Moorestown, NJ 08057

Telephone No: 856-234-8000

Fax No: 856-234-7178

APPROVED AS TO FORM
James H. Van Dyke
City Attorney

CITY ATTORNEY

CITY OF PORTLAND
BUSINESS LICENSE NO.

679881

CITY OF PORTLAND

by _____
Chief Procurement Officer

INITIALS: bg

DATE: XXXXX

Exhibit A, Attachment 1

1. BACKGROUND

The City of Portland, Bureau of Transportation (City), operates a streetcar transit system in the City of Portland, Oregon. The Portland Streetcar currently uses cash- and coin-only machines manufactured by Mikroelektronika on board vehicles to collect fares and issue tickets. A significant expansion of the system is scheduled to open in September 2012. The current on-board machines are planned to be included on the new streetcars currently in production. However, these machines do not have the capacity to handle credit/debit cards or the increased system demand. Therefore, when the new service opens in 2012, Portland is introducing off-board fare payment throughout the streetcar system for the first time.

Goal and Objectives of the System

The goal for the Portland Streetcar Fare Collection System is to be a reliable, cost effective and efficient system for payment and processing of transit fares, with the following objectives and priorities in mind:

1. Customer Convenience
 - Provide common fare media that can be accepted on Portland Streetcar and TriMet bus/rail
 - Provide convenient means of obtaining the fare media, and of purchasing and paying the fare, with consideration of the needs of each type of rider
 - Provide convenient means of obtaining customer assistance to address questions and resolve problems with a cardholder's fare card and account
2. Fare Enforcement
 - Ensure riders pay the fare; deter non-payment
 - Ensure the correct fare is paid; minimize the potential for collection of an incorrect fare
 - Eliminate abuse of fare media, including improper sharing or re-use, or use of expired fare media
3. Revenue Settlement and Reconciliation
 - Provide an accurate accounting of rider travel for more precise revenue settlement among Agencies
 - Install administrative security controls and procedures to safeguard collective and individual Agency rights with regard to setting and collecting fares
4. Fare Flexibility
 - Accommodate existing fare system as well as future transitions to a regional more robust system
 - Provide the ability to implement new fares and adjustments to existing fares
5. Revenue Security
 - Deter altering or counterfeiting of fare media
 - Secure fare media and revenue from public and internal theft
6. Service Quality
 - Speed the fare payment process to minimize dwell times at stops and stations
 - Provide data on ridership characteristics to improve transit service planning

2. SCOPE OF WORK

Contractor to provide design, supply, delivery, testing and commissioning of a Fare Collection System including on-going technical support, training and documentation for City of Portland personnel. The Fare Collection System shall consist of the following main components:

1. Cashless Ticket Vending Machines (CTVMs) for the 72 station platforms on the Portland Streetcar system and 5 spares (77 total), that will accept credit/debit cards but not cash.
2. A fare collection management system (FCMS) application that will communicate directly with the City of Portland's payment gateway, handle credit/debit card processing, transaction and maintenance data processing and reporting, as well as CTVM configuration.

3. TECHNICAL SPECIFICATIONS - PRODUCT

The Product and Service together make up the Fare Collection System. Product and services are detailed below and also described in Attachment C and D (Strada Pay Station Technical Attributes, MyParkfolio Back Office Technical Attributes)

Contractor shall provide the following:

- A. Housing
 - 1) Unit will be constructed of 11 gauge steel with manganese steel protecting the coin vault area.
 - 2) Unit should come equipped with all necessary items to complete the installation of the unit which is to be free standing with its own pedestal.
 - 3) Unit shall have a weather-resistant design.
 - a. Surface must be powder-coated for graffiti- and weather-resistance in titanium grey color.
 - b. All apertures shall be designed and/or shielded to discourage vandalism and insertion of foreign

materials.

- 4) Unit shall meet all applicable Americans With Disabilities Act (ADA) requirements applicable to ticket vending machines (ADA Advisory Guideline Section 707), including but not limited to:
 - a. Having a center line of control not more than 42 inches above pedestrian access route, as well as audio jack providing voice capability and Braille provided by Parkeon to guide users through transactions.
 - b. Operable with one hand that doesn't require tight grasping, pinching, or twisting of wrist.

B. Card Reader

- 1) Shall be dual magnetic stripe and capable of reading credit and debit cards.
- 2) Shall be equipped with Secure Access Memory (SAMs) or equivalent.

C. Future Payment capabilities

- 1) Capable of expanding to a local closed loop card system (i.e., Smart card)
- 2) Capable of expanding to an open-payment system, accepting direct payment of fares 3rd party-issued smart media, such as contactless credit cards – including EMV based payment media.
- 3) Capable of processing media that supports ISO/IEC 18092 for Near Field Communication (NFC) compatible devices, such as payment-enabled mobile smart phones.
- 4) Capable of processing other forms of media that are ISO/IEC 14443 compliant, such as stickers, key fobs and watches in the System
- 5) Capable of checking swiped credit/debit cards against a fraud card/blacklist.
- 6) Ability for the unit to be altered to accept/not accept coins either permanently or on an interim basis.

D. Power Supply

- 1) Shall include commercially available battery.
- 2) Shall include a 5 watt solar panel for recharge of internal battery.
 - a. Designed specifically to meet unit power requirements.
 - b. Must be built into and fully integrated with pay-and-display unit.
- 3) Shall include a separate mainboard backup battery to sustain clock, calendar, audit information, and RAM in the event of a main backup system failure or during battery replacement.
 - a. Backup batteries shall be replaceable, locking the battery in place without the use of soldering tools.
- 4) Lithium batteries are not preferred.
- 5) If lithium is provided, Contractor shall include disposal by contractor without additional reimbursement
- 6) Shall have ability to show balanced power supply and demand between the solar panel and major components, specifying the amps of supply and demand.

E. Display

Capabilities to include the following elements:

- 1) Backlit and protected by windows of Lexan or equivalent material.
- 2) Capable of displaying different fonts, sizes and styles of characters simultaneously.
- 3) Capacity of 96 characters (6 lines of 16 characters).
- 4) Capability to display messages supplied and downloaded from back office software.
- 5) Ability to display various operating status messages to users and maintenance personnel.
- 6) Ability to display customer transaction information.
- 7) On-screen display in English. Ability to display multiple languages with the press of a dedicated button.
- 8) Shall comply with speech output requirements in Americans With Disabilities Act Advisory Guideline Section 707.

F. Printer

Capabilities to include the following elements:

- 1) Capability for thermal impression injection type where receipt is printed internally and ejected to customer.
- 2) Ability to be equipped or work in conjunction with self-sharpening cutter blade.
- 3) Ability to receive paper in both roll or box form.
- 4) Capability of printing in different fonts and sizes and including:
 - a. Unique receipt number
 - b. Transaction date (MM/DD/YYYY) and time (HH:MM PM/AM)
 - c. Type of ticket (youth, adult, honored citizen)
 - d. Amount paid
 - e. Machine number
 - f. Ability to print/dispense multiple ticket types (in separate tickets) in one transaction.
- 5) Receipt design shall be programmable and changeable by customer request (subject to change request service fees in Attachment A)
 - a. The ability to remotely download design changes is desirable.
- 6) Ability to remove for maintenance.

G. Ticket Stock

Ticket stock capacity has not been specified in the Technical Requirements. Portland has a separate contract for the manufacture and distribution of its paper. Proposals shall exclude paper supply but printers must be able to utilize BPA-free, recycled content thermo-sensitive paper. Machine shall be capable of accommodating a paper roll of up to 6500 tickets. Parkeon will provide ticket stock specifications to the City of Portland for its use in procuring paper

- H. Wireless Two-way Communications. CTVM shall describe ability to:
- 1) Equipped with modem, antenna, and required software for GPRS operations.
 - 2) Designed to initiate communication to server including:
 - a. Real time for alarms and card authorization and settlement
 - b. Specific timing for uploading files, status indicators, and downloading programming updates and messages.
 - 3) Shall have the ability to convert to WIFI and future wireless communication methods (e.g. Near field communications, Edge, UTMS, or anticipated future technologies).
- I. Electronic Components
- 1) Portland prefers a system of plug-and-play for major components, allowing removal and replacement without the use of tools.
 - a. Plugs for components should be designed to lock in place and not be reversible – one-plug/one-way per component – so it cannot be inadvertently connected incorrectly.
 - 2) All circuit boards and components shall be electronically sealed, highly water resistant, and operate in conditions of over 90% humidity.
 - 3) Components shall be coated to protect them from moisture.
 - 4) Spare parts: Outline recommended supply to support installed base to be maintained at the City's meter shop.
 - a. Include complete parts list
 1. List prices (new and reconditioned) with trade-in value.
 2. Expected life in service of major components.
 3. Conditions for wholesale replacement of parts with a noticeably high failure rate.
 - b. Delivery of additional parts to support maintenance levels.
 - 5) Contractor shall have the ability to support extraordinary occurrences
 - a. Proposal shall maintain supply of additional parts, and be capable of shipping parts within 3 days after order is placed.
 - b. Proposal shall maintain capability to meet a maximum 24-hour turnaround for delivery of software changes, programming updates,, and 48-hour turnaround for additional parts. Software programming changes will subject to change request service fees in Attachment A
- J. Electronic Memory
- 1) Application software shall be loaded with 4MB of FLASH RAM memory on the electronic board and 512MB of volatile RAM. Data stored in a 1MB datapack. Sufficient memory to queue 2,000 transactions in the event of a communications shutdown.
 - 2) Portland requires a system where wholesale changes (e.g., rates/tariffs) can be made to permanent memory using wireless communication. Contractor shall address this requirement and provide a complete listing of functions that can be downloaded using wireless communication, plus a list of other functions that need to be changed in permanent memory by other means, including their respective means and associated prices.
- K. Functionality
- 1) Unit shall have ability to accept and execute programming for holiday and event shutdowns.
 - 2) Shall be capable of text messages, information, and graphics displayed on the CTVM customer display that can be modified by Portland as well as the process for doing so. CTVM shall have the ability for such text messages, information, and graphics to be configurable using the FCMS application or a widely available business software application, and downloaded to the CTVM via the network or transferable to the CTVM via a Flash Card, memory stick etc.
 - 3) CTVMs must be configured to print the credit card receipt information required by U.S. credit/debit card regulations and accepted practices in effect at the time of RFP release, onto the same document which is issued as the ticket or pass.
 - 4) CTVMs must be configured to print a range of available fonts, font sizes and layout flexibility that the CTVM printer can be configured to print and indicate if the CTVM can be configured to print serial numbers (which could be tracked and reconciled with transactions records) and bar codes representing the serial numbers onto the tickets.
- L. Online Approval and Settlement of Bank Card Transactions
- 1) Portland requires online authorization and settlement of credit and debit card transactions with real-time forwarding of transaction information (including Track 2 data) directly to City of Portland's payment gateway.
 - 2) Transaction messages shall be designed to inform customer of authorization status and decision.
 - 3) Shall be capable of setting a timeout limit for transaction approval and hold and send mode. Unit will be capable of queuing transactions when wireless services or servers are unavailable.

- 4) Average transaction time to complete real-time transaction from card entry to printed ticket of 20-30 seconds for a single ticket purchase.
- M. Data Security
- 1) Encryption: Data shall be encrypted according to the Payment Card Industry-Data Security Standard (PCI-DSS).
 - 2) Memory Preservation: Unit shall include memory encryption. Data regarding alarms and card reader shall be retained until confirmation of receipt by server.
- N. Industry Standards
- 1) The design, construction and implementation of the Fare Collection System shall be fully compliant with all relevant sections of the PCI-DSS. Contractor shall address the mechanism through which updates will be incorporated when and if industry standards change. Contractor shall ensure equipment complies with European standard (EMV) and MiFare standards. Contractor shall also be responsible to remedy issues causing Portland to not achieve PCI DSS compliance certification due to deficiencies in the Proposed Fare Collection System.
- O. System Performance(Note- This section is still being finalized and will be revised prior to final contract)
- 1) Proposers shall describe reliability, accuracy, maintainability and anticipated technological obsolescence of software and equipment once it is put into use. Proposers shall describe what steps they have taken in the past, and will take if the proposed reliability measures are not met by the Proposer's Fare Collection System.
 - 2) Proposers shall describe the maintenance requirements for the Fare Collection System, including a detailed description of the level of skill required to undertake such maintenance and repair.
 - 3) Proposers shall describe their training methodology and qualifications of their training personnel and any documentation or diagnostic tools provided. Including provided training hours per technician
 - 4) The Proposer shall provide a description of the experience they have had in developing and implementing for customers mid-service life upgrades and modifications to products addressing obsolescence and/or service life extension issues. The Proposer shall also explain how this experience shall be applied to this procurement.
- P. Security
- 1) Shall include security features with locking mechanism including mechanized locks protected by a steel shutter plate to prevent drilling and insertion of foreign matter in a effort to vandalize locks.
 - 2) Shall be resistant to vandalism and permit access to authorized personnel only.
 - 3) Shall include open door alarm to indicate unauthorized access.
- Q. Environmental
- 1) Shall comply with "The Directive on the restriction of the use of certain hazardous substances in electrical and electronic equipment 2002/95/EC" (commonly referred to as the Restriction of Hazardous Substances Directive or RoHS). The City prefers products that are RoHS compliant.
 - 2) Shall be shipped in recyclable packaging materials.

4. TECHNICAL SPECIFICATIONS - SERVICES

A. Delivery and Installation

CTVMs will be installed at all 72 station platforms as one project. Portland intends to install the CTVMs on the streetcar stop platforms, adjacent to sidewalks. Some of the sidewalks in the area are vaulted. The installation may include placing anchors in the sidewalk at locations designated by Portland. Contractor shall:

- 1) Describe installation of the base, per factory specifications.
- 2) Include installation drawings and specifications.
- 3) Deliver fully prepared CTVM to final location. The City takes possession of the unit when it is delivered to the final location of each unit by Contractor and then installed, tested on-street and City provides final written acceptance to contractor.

B. Back Office Operations

- 1) Electronic data files: The Contractor shall provide the City of Portland with the content of data files transmitted to and from the CTVM including the file type, size, function.
- 2) CTVM shall include a system for managing the transfer and storage of file data including methods for monitoring the status/condition of files when there are lengthy interruptions in wireless services. Sufficient memory to queue 2,000 transactions in the event of a communications shutdown.
- 3) Software: The back office software shall enable Portland staff to make tariff schedule and messages changes, and download a file of those changes to CTVMs as needed. Contractor will submit FCMS manuals and similar documents that describe the full capabilities of the software.

- 3) The back office software shall be provided with a system that acknowledges receipt of the downloaded file. The software system shall also acknowledge the wireless communication in-service and out-of-service condition to each CTVM.
- 4) The Fare Collection Management Software to support system operations shall provide operational control to City.
- 5) Payment Information. The FCMS application must be certified to process Visa, MasterCard, American Express brand credit and debit card transactions from the CTVMs using the services of Wells Fargo/First Data. Contractor shall include data security features in their Fare Collection System.
 - a) Contractor shall manage credit and debit card data handled by the FCMS, maintain detailed transaction history. All data generated by the CTVMs operated by the City of Portland remains the property of the City. Contractor shall not use the data for other purposes that to provide contracted services without the express written permission of the City.
 - b) Contractor is responsible for the security of cardholder data in their possession.
 - c) Data in Contractor's possession can only be used for assisting the owners of payment card brand, the City, the Acquirer, or the Merchants of cardholder data in completing a transaction, supporting a loyalty program, providing fraud control services, or other uses specifically required by law.
 - d) In the event of a major disruption, disaster or failure, data in the contractor's possession shall be secured to ensure business continuity.
 - e) Contractor shall provide full cooperation and access for audit purposes to representatives of the Payment Card Industry or an approved third party. Contractor shall provide full cooperation and access to conduct a thorough security review after a security intrusion. The review of data in Contractor's possession will validate compliance with the Payment Card Industry Data Security Standard for protecting cardholder data.
 - f) Upon Termination of contract with the City, Contractor will take steps to ensure that any data that remains in Contractor's possession remains confidential.
- 6) Database/reporting. the City utilizes My Sequel Server 2008. Contractor shall be compatible with this software. Software shall:
 - a. Be web-based.
 1. Software and resulting data shall be American English version
 2. Shall include methods for management of software function, including hosting site for Portland operations.
 - b. Have the ability to design tariff and receipt changes and messages, and then remotely send changes to one or more CTVM units with minimum visits to actual CTVM.
 - c. Have the ability to divide system into defined multiple management areas.
 - d. Report of cash box status and revenue collection reporting, alarm status and operation status listing, file transfer information/reporting.
 - e. Export financial and activity data to spreadsheet software and external database.
 - f. Include support of static reports that have the flexibility to design reports specifically for use by Portland.
 - g. Use open source software
- 7) Alarms. CTVM shall include a minimum of:
 - a. Initial warning alarms.
 1. Paper replacement
 2. card payment operation failure
 3. Initial battery setting has been reached
 4. Battery is experiencing a fault
 - b. Shutdown alarms.
 1. Out-of-paper supply alarm
 2. No customer receipt detection alarm
 3. Operating/operating system fault
 - c. Operational Functions
 1. Door open detection/break-in alarm
 2. Status/record of all file transfer activities
 3. Live alarm to detect communication status
 4. Service agent number
 5. Notice of various initialization and machine setting routines.

C. Local product support. Contractor shall provide local product support to:

- 1) Assist in selection of on-street installation locations.
- 2) Establish pre-delivery unit preparation standards.
- 3) Train Portland staff in a manner sufficient to support the CTVM warranty (7 technicians, 4 management).
- 4) Supply parts – recommend quantity of spare parts on hand.

- 5) Provide troubleshooting assistance and product support when required.
- D. General Packet Radio Service (GPRS)
 - 1) Contractor will supply General Packet Radio Service (GPRS) services and itemize monthly cost per machine
 - 2) City may elect at its sole discretion at a future date to remove this service from this contract
 - E. Technical support. Contractor shall provide:
 - 1) Personnel availability – 6:00 AM to 8:00 PM (Pacific Time), Monday through Saturday
 - 2) Description of personnel, assignments, and level of expertise available
 - 3) Description of staff chain of command communication structure to cover absences due to vacation, sick leave, business travel, etc.
 - F. Performance standards (Note- This section is still being finalized and will be revised prior to final contract)
 - 1) The City expects reasonable performance standards to apply to various elements of CTVM operation at an individual machine level. Portland will negotiate performance standards with the successful respondent for inclusion in contract prior to contract award. The proposal response shall include suggested performance elements and experienced performance standards for major CTVM components and management software. Performance standards would be based on percentage of failure over a specific period of time. The following is a suggestion of some performance elements the City might reasonably expect.
 - a. Availability/Access to data 6:00 AM to 8:00 PM (Pacific Time), Monday through Saturday.
 - b. Availability of local and technical support
 - c. Reporting – CTVM to server communication.
 - d. Alarms – Available 24/7/365
 - e. Statistical data
 - f. Credit card transaction file data integrity
 - g. Data accuracy

5. WORK PERFORMED BY THE CITY

City staff shall make available sufficient hours as are required to meet with the contractor and provide such information as required. Portland Bureau of Transportation has assigned a project manager who will oversee the work and provide support as needed. The following is also assumed to be the responsibility of City staff over the course of the service contract:

- A. Receipt and final installation of CTVMs at final location
- B. Online bank card authorization and settlement.
 - 1) Portland shall provide Contractor with transaction file layout and specifications for City payment gateway.
 - 2) Portland shall be responsible for all bank clearance and settlement charges.
- C. Provide thermo-sensitive paper supplies for CTVM printer.
- D. Provide back office monitoring and supervision and CTVM maintenance staff

6. DELIVERABLES AND SCHEDULE

Deliverables shall be considered the product themselves, plus those work products which are to be delivered to the City, such as data, reports, findings, schematics, training, and meeting presentations. Deliverables and schedule for this project shall include:

- A. PRODUCT: CTVMs delivered to each installation location or an agreed upon delivery site, to agreed-upon performance standards listed above, following contract signing. All equipment shall be FOB delivered to the City of Portland, specific location to be determined. All bid prices offered shall be inclusive of all shipping and delivery costs. The Contractor must be prepared to furnish the items requested within 90 days after receipt of an order.
- B. SERVICES: All related services as agreed to in the final contract, assumed to include but not limited to monthly revenue and transaction data and reports sent no later than the 4th day of the following month, and other work products on a timely basis and to agreed-upon performance standards. Within the first 45 days, routine reporting shall be developed to City specifications.

All deliverables and resulting work products from this contract will become the property of the City of Portland.

8. WARRANTY

- A. Begins after City accepts unit
- B. Full coverage for machines or components for abnormal failure in service.
 - a. Exceptions for vandalism and normal wear of any moving parts.

- b. Contractor shall maintain a return/exchange program
- C. One (1) year from final acceptance, with options for extension at original offer price at any time during the initial 3 year contract period after inspection and acceptance of fair working order condition of units by Parkeon, subject to inspection by Parkeon and any required restoration to achieve normal working order including parts and labor. Inspection fee and labor rates are defined in Attachment A. If extended warranty is not selected by the city Parkeon will not be responsible for the cost of parts in excessive of \$35,000 per year.

9. PUBLIC SAFETY

Public safety may require limiting access to public work sites, public facilities, and public offices, sometimes without little advance notice. The proposer shall anticipate delays in such places and include the cost of delay in the costs of its proposal. The proposer's employees and agents shall carry sufficient identification to show by whom they are employed and display it upon request to security personnel. City project managers have discretion to require the proposer's employees and agents to be escorted to and from any public office, facility or work site if national or local security appears to require it.

4. **TIME IS OF THE ESSENCE:** Contractor shall make every reasonable effort to meet established delivery dates and other deadlines. Circumstances that may delay the delivery of goods and services from established delivery dates and other deadlines, including excusable delays and force majeure events, shall be reported to the City immediately upon discovery. The City and Contractor shall mutually agree upon any schedule or pricing change due to excusable delays or force majeure events in writing. In the event Contractor does not meet the established delivery dates or other deadlines and Contractor has failed to cure such breach within fifteen (15) days of written notice by the City, the City may obtain the undelivered goods and/or non-performed service from another source, and no recurring charges, one-time charges, or termination charges or other penalties shall be due the Contractor. In addition, the City will be entitled to reasonable compensation as stated under REMEDIES.

5. **CONSIDERATION:** Unit price payments shall be made to the Contractor by the City on a monthly basis for the total product delivered to the City's specified location and accepted by the City. Acceptance occurs when the City authorizes payment of the invoice. Unit prices shall be exclusive of any sales, purchaser, or consumer tax. Tax exemption certificates will be furnished to the Contractor upon request. The Contractor shall invoice the City of Portland on a monthly basis for services provided based on contract pricing provided in response to RFP #113935 and listed in Exhibit A, Attachment 2.

7. **PRICES AND PRICE CHANGES:** Initial Contract prices shall be as established herein. Unit prices shall remain firm through the first year of the Contract. At the end of the one-year period following the date of acceptance, price changes may be allowed herein. Contractor agrees to provide pricing for all products for which Contractor is an authorized distributor for the duration of this Contract if and when requested by the City. Following the end of the one year period referenced above, City and Contractor acknowledge that prices for goods and services furnished by Contractor under this Contract may need to be adjusted during the term of the Contract due to changes in Contractor's prices, rate plans, or product offerings. Such price changes shall be documented in writing between Contractor and City's Chief Procurement Officer as amendments.

Contractor shall submit any proposed pricing revisions in writing to the Project Manager for consideration at least thirty (30) days before the proposed effective date. All proposed price adjustments shall be calculated consistent with the methodology used to calculate the prices set forth in the Contractor's original proposal, the Contractor shall certify this in its request for price adjustments. Price adjustments shall become effective thirty (30) days from the date of last signature on the Contract amendment document or as otherwise stated therein. Except that no increase in price adjustments shall become effective prior to a date one year following the date of acceptance. Price adjustments will only become effective by fully executed amendments, following receipt by the Project Manager of the requested price adjustment.

Attachments:

- Attachment A: Contract Pricing
- Attachment B: Recommended Spare Parts List
- Attachment C: Strada Pay Station Technical Attributes,
- Attachment D: MyParkfolio Back Office Technical Attributes
- Attachment E: Performance Measures and Penalties (added prior to final contract)

Attachment A: Contract Pricing

Contract Pricing

Complete as many itemizations as possible

1. Purchase price of equipment per unit inclusive of all Technical Specifications offered by Proposer and inclusive of warranty but NOT including either of the following two items (#2 and #3) \$ 7,150
 - a. Number of years of included warranty 1 years
 - b. Other Pricing Options per unit as applicable

2. Back Office Operations price assuming, but not including the price of the purchase of units included in #1 above
 - a. Monthly fee - flat \$ 50.00
 - b. Monthly fee – per number of installed base, if different \$ 3850.00

3. Extended warranty price per unit or for all units (Proposer to describe in detail) , if fewer than five years is provided in #1 \$ 450
 - a. Number of years 1 years extendable

4. Change Request Fees
 - a. Software programming changes \$350 per request
 - b. Receipt graphic changes \$250 per request

5. On-site Pay Station Inspection Labor Rate \$150 per hour

Note: Additional Services Pricing will be added here in final contract

Parkeon 9 Year Not to Exceed Contract Cost Estimate

	Initial Capital Purchase	Annual Cost	Years	Total Contract Cost
77 Cashless Ticket Vending Machines	\$550,000	\$85,000		\$550,000
Initial Spare Parts	\$30,000			\$30,000
MyParkfolio service (77 machines)		\$46,200	9	\$415,800
Allotment for additional parts and service or extended warranty for years 2-9		\$35,000	8	\$280,000
Total Contract		\$166,200		\$1,275,800
	FY 12-13 cost	\$131,200		

Attachment B: Recommended Spare Parts List

Parkeon Strada Seed Stock Recommended Spare Parts List

Reference	Description	Qty	Price per part	
ELP1000009195	Main Board - NEOPS	2	\$1,716	\$ 3,432.00
ELP1000013194	Display Module - NEOPS	2	\$553	\$ 1,106.00
400770311	4A Slow Blow Fuse (Pack of 10)	2	\$9	\$ 18.00
ELM1000008737	Thermal Printer	2	\$988	\$ 1,976.00
404402613	Cable for Solar Power Supply	2	\$43	\$ 86.00
ELM1000001431	NEOPS Datapack	2	\$117	\$ 234.00
404304570	EPSUM M900 Card Reader (no magnetic strip kit)	2	\$1,140	\$ 2,280.00
404304511	EPSUM M900 Magnetic Strip Kit	2	\$261	\$ 522.00
ELM1000008294	GPRS Modem (w/ modem, board, cable) no antenna	2	\$1,393	\$ 2,786.00
CAT1000009861	GPRS Modem Antenna	2	\$68	\$ 136.00
148125	Yellow button	1	\$20	\$ 20.00
148126	Grey button	1	\$20	\$ 20.00
148127	Blue button	1	\$20	\$ 20.00
148128	Green button	1	\$21	\$ 21.00
148129	Red button	1	\$20	\$ 20.00
MEC1000014726	6 button board	2	\$97	\$ 194.00
6004001694	Connector board	2	\$125	\$ 250.00
404001714	Relay board	2	\$74	\$ 148.00
125277	Escrow	2	\$240	\$ 480.00
143430	Equipped Rack	1	\$773	\$ 773.00
PHM_SDA_xxxxxx	Upper Door Lock (ball type) without key	2	\$151	\$ 302.00
SVTCAS 18	Upper Door Key	2	\$56	\$ 112.00
MEC1000012432	Lower Door Lock Square	2	\$45	\$ 90.00
135078	Square Key	2	\$27	\$ 54.00
148114	Upper Instructions Glass and Gasket	2	\$38	\$ 76.00
148103	Upper Front Panel	1	\$103	\$ 103.00
148117	Reinforced Display Glass and Gasket	2	\$41	\$ 82.00
148107	Tariff Glass and Gasket	2	\$31	\$ 62.00
MEC1000006542	Ticket Bowl with Antistatic Brush & e-lock interface	1	\$169	\$ 169.00
120341	Ticket Bowl Flap	2	\$21	\$ 42.00
135410	Coin Bowl	2	\$60	\$ 120.00
135493	Coin Bowl Flap	2	\$22	\$ 44.00
404002394	Solar Charger Board	2	\$126	\$ 252.00
ELM1000010538	Integrated Solar Module	1	\$795	\$ 795.00
ELM1000002898	Lower Front Panel w/ coin inlet	2	\$184	\$ 368.00
MEC1000002568	12 key keypad	1	\$131	\$ 131.00
MEC1000009757	Set of 12 round buttons for numerical keypad	1	\$54	\$ 54.00
ELM1000011601	Audio board, jack, two cables Kit	3	\$900	\$ 2,700.00
				\$ 20,078.00

Attachment C: Strada Pay Station Technical Attributes

Strada TVM

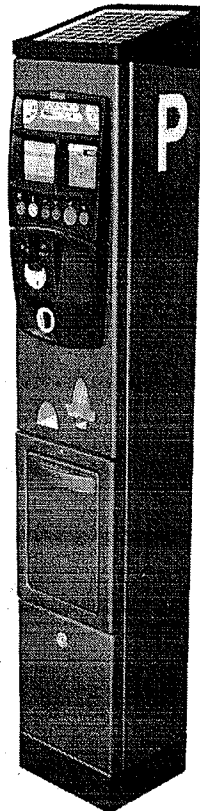
Presented for the City of Portland



The Strada model TVM. Reflects our core commitment to innovative engineering, superior manufacturing, outstanding solar autonomy, and powerful software programming. Some elements of this specification will not be provided to the City of Portland as we are providing a card only machine and you will not require the coin components. This will result in Parkeon being able to offer this product and system at a very competitive price

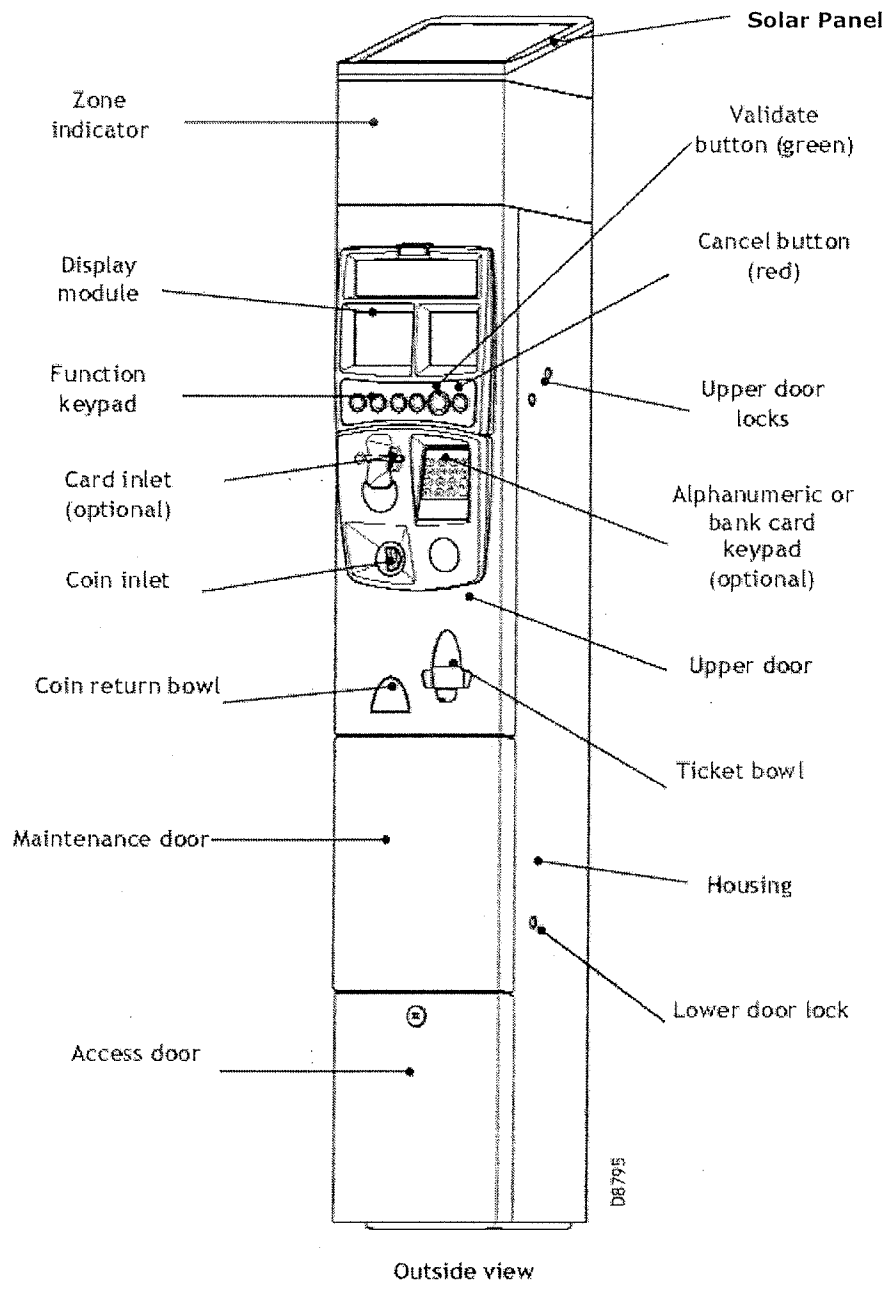
Key Strada Features:

- Suitable for ticket vending via credit card
- Using advanced solar technology, our integrated solar panels provide an average on-street battery life of 3 years
- Proven to function on solar power in extreme climates
- ISO 9001 Certification
- Multiple tickets printed in one transaction
- Large graphical display allows for 6 lines of text and logos
- Sturdy, secure engineering with special anti-vandalism, anti-theft, and anti-fraud systems deployed
- "Plug and run" component design; easy to maintain
- Ability to print tickets on either standard receipt paper or on "sticky-back" paper stock
- Accepts remotely changed fare rates
- PCI Level 1 Certified On-Line Real-Time Credit Card Authorization

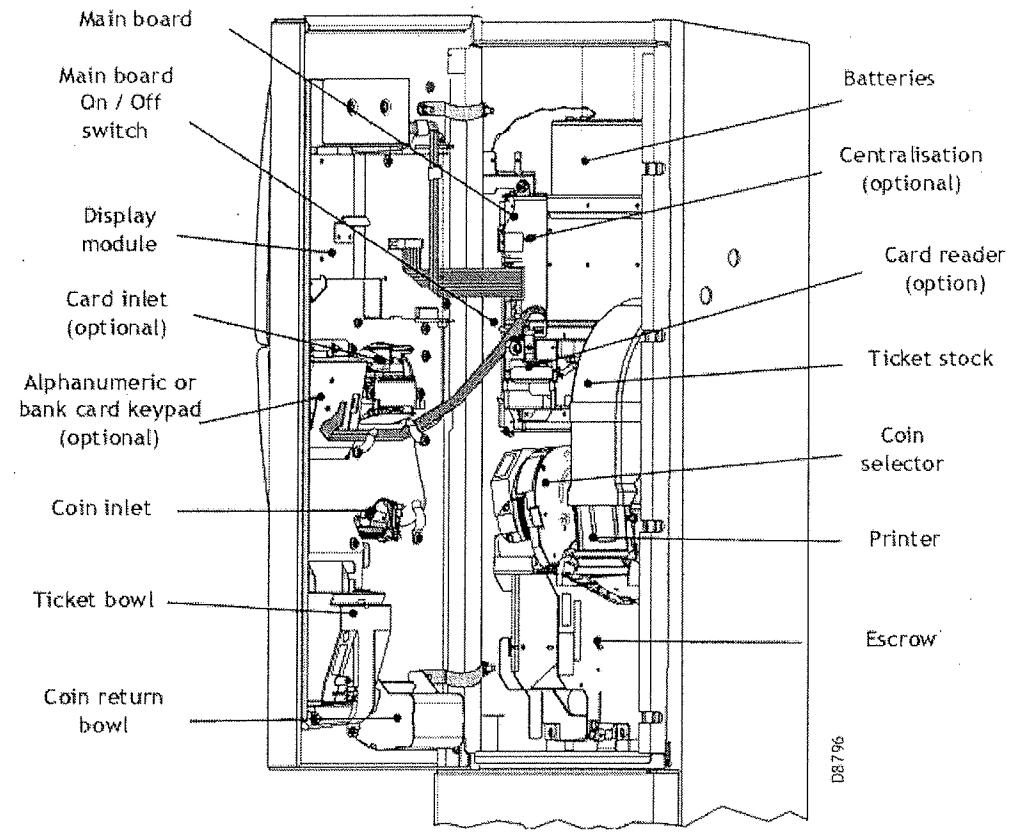




Strada Diagrams



Strada Pay Station Technical Attributes



Inside view of the housing with the upper door open

Strada Pay Station Technical Attributes



Compatibility With City's Streetscape

Parkeon meters are designed to blend beautifully into your City's streetscape. We have over 150,000 multi-space meters installed around the world, including picturesque cities big – Rome, Madrid, NY, Seattle, London – and small – Savannah, GA, Aspen, CO and New Hope, PA.

The Strada meter has a very modest on-street footprint, just 11.4" wide x 10.8" deep x 62" high. And that includes a seamlessly integrated solar panel in the top that will power the meter for 3+ years before you will typically need to replace its 100% recyclable battery.



Size and Weight

Size: 11.4" wide x 10.8" deep x 62" high

Weight: 198 lbs

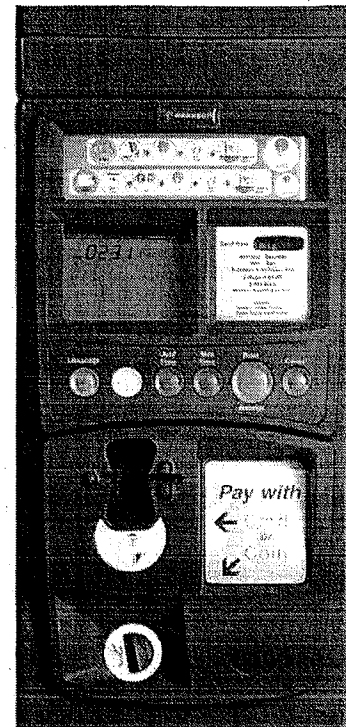
User Interface

Strada has been carefully designed to best facilitate the end user experience and with menu driven operation:

- User friendly interface with a wide graphic screen.
- The transaction is guided by a combination of text and icons
- Up to 6 lines text
- Fares displayed on screen freeing up space on label for other information
- Specific downloadable screen for ease of selection and conveying information

The button layout of the Strada makes it a very ergonomically friendly TVM with optimum organization of buttons for quick and easy understanding. As shown to the right the Strada features large buttons placed close to the display screen with natural reading from left to right: Language selection first, user option second, credit card increments third, print button fourth, and cancel button last.

Although this picture and other diagrams in this document are shown with the coin slot, it is clearly understood that this option is not required for the City of Portland.



Strada Pay Station Technical Attributes



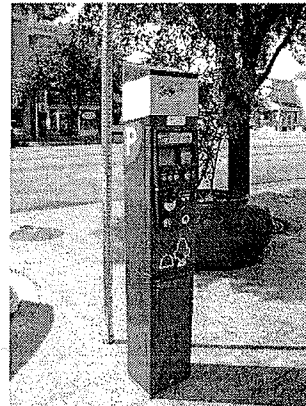
The Strada TVM features a large 4" x 2.75 graphical display screen and ample space for printed graphics. These graphics are inserted on the inside of the maintenance door and require no tools or disassembly of parts to install.

The large display lets you incorporate up to 6 lines of text and cities logo(s). The display provides user instructions such as "Begin Payment With Credit Card." The unit also has the capability to display a message when a card is inserted improperly or when the machine is out of order.

The Strada can be equipped with zone indicators that make it easy to mark TVM in specific zones as having different rate structures. For instance, all meters in the Yellow Zone are a specific fare structure, while all meters in the Green Zone are another fare structure.

Zone indicators can also be used to increase the instructional graphics area.

We offer zone indicators in various colors and sizes, and they snap together, allowing for even more customization.



Strada with zone indicator

Ticket Options

The pay stations can accommodate five different fares for proof-of-payment tickets. Examples of possible fare types include "Adult Fare", "Youth Fare", "Sr/Disabled Fare", "Adult Day Pass", "Reduced Fare Day Pass", "Adult & Youth ticket", "Two Adult Tickets", "One zone fare", "Two Zone fare". The default fare is usually the Adult Fare. A yellow "fare" button is used to toggle between the various fare types. Only one ticket is printed per transaction. Standard ticket size is 60mm x 70mm, but 1.5x length and approximately double length tickets are also available. Different length tickets can be used for different fare types, as can different ticket printing options. Custom ticket stock is often used for transit applications with pre-printed information on the front and back of the ticket stock; perforated stock can also be purchased. The TVM also has the ability to issue multiple tickets in one transaction.

Housing

The Strada is manufactured using 11-gauge steel, with the collection vault door constructed of manganese steel plates. The Strada's housing has internal hinges with anti-wrenching elements. There is no hinge attack point, or pins to cut or pry off the machine

Like other sophisticated devices where security and corrosion are a concern, our advanced use of a variety of materials reduces weight, enhances weather resistance,

Strada Pay Station Technical Attributes



and reduces vandalism from strikes and graffiti, thus providing greater overall durability.

The 4-point locking system ensures that only the appropriate personnel have access to the maintenance area.

The Strada features ergonomically designed aperture openings for the insertion of cards. All have high impact polycarbonate covers or direct access through the steel door. Each aperture is designed to render vandalism to an absolute minimum.

The card reader is designed for insertion of the card, allowing the client to maintain control of the card at all times. The receipt cover is see through to allow clients to visually see the receipt has been issued yet designed that the receipt drops internally from above eliminating any opportunity to jam the mechanism and protecting it from inclement weather conditions.

Coating

All external painted surfaces feature an epoxy powder-coat paint that is coated in a liquid polyurethane varnish with anti-UV and anti-graffiti/poster glue properties. The coating process consists of Cathaphoresis, Adhesive powder, powder paint and powder varnish. This process offers resistance to corrosion according to Norm NFX 41-002 (resistance to salt spray and saline fog) and specified at 1,200 hours with REO. In addition, the unit conforms to Norm IEC 68-2-11 (saline fog). Testing to validate compliance has been carried out in a CESI approved laboratory. The seals on the unit meet an IP33 protection level, based on the European norm, EN 60529.

Weather Resistance

The Strada sets the industry standard for high resistance to weather including water, snow, ice and dust penetration to the internal areas. All openings are either shuttered or angled to deflect penetrating moisture and dust. The design of the interlocking cabinetry acts as a channel to again capture and deflect moisture and dust maintaining the system integrity and reliability. The Strada maintains an operational temperature range of -22 F to 131 F and at 97% RH (Non-condensing humidity).

Strada models are by design weather resistant and have a graffiti resistant coating. The edges of the housing have a rolled finish so edges are not exposed to the elements but are located inside the housing to protect against corrosion. The unit is coated and painted to provide the best possible durability against the elements, potential graffiti and vandalism. The paint process has been refined and improved as a result of our years of experience, worldwide installations with every climatic condition and improvements in paint and coating technologies. Today, our products last an average of ten years without need for repainting services.

Strada Pay Station Technical Attributes



All main components are located inside the housing, allowing for maintenance activity during inclement weather. This is in contrast to machines where components are mounted on the inside of the maintenance door and are exposed to rain and snow when the maintenance door is opened.

Tests For Weather and Vandalism

The following are weather and vandalism tests passed by the Strada:

Climatic Compliance Tests

Test Reference	Description	Level
NF EN 60068-2-1 (2007)	Environmental testing - Part 2: Tests. Tests A: Cold	Resistance to temperature of -13°F Duration 16 hours
NF EN 60068-2-2 (2007)	Environmental testing - Part 2: Tests. Tests B: Dry heat	Resistance to temperature of +131°F; Duration 16 hours
EN 60068-2-30 (2005)	Environmental testing - Part 2: Tests. Test Db and guidance: Damp heat, cyclic (12 + 12-hour cycle)	Temperature of + 122°F and relative humidity of 97%
IEC 60068-2-5 (1999)	Environmental testing - Part 2: Tests. Test Sa: Simulated solar radiation at ground level	4 cycles of 24h (8h radiation/16h obscurity)

Resistance to dust and rain

The Strada is protected against dust and rain ingress, with a rating equal to protection index IP 3.3 (in accordance with standard EN60529).

Protection from Oxidation

All metallic parts of the machine (housing, cashbox, pedestal and mechanisms) are protected against corrosion. The terminal housing is corrosion resistant, in accordance with standard NFX 41-002 (salt spray frog resistance).

Impact Resistance

The enclosure of the terminals offers impact resistance in accordance with the IK10 requirement of IEC 62262.

The coin vaults are also impact resistant with rating equal to protection IK 10.

Resistance To Burglary

Meets EN 14450 standard for attack against tools.

ADA Requirements

The Strada model has been mechanically designed to be a world-class ADA/DDA compliant meter. Parkeon undertook a project to analyze the most stringent Disabled/Disability requirements from the major countries and has built those into the current production model.

For U.S. requirements, this means all controls and client interface points are located at 48" or below. The user controls are designed to eliminate tight grasping, pinching, or twisting of the wrist.

Per the ADA Federal Guidelines:

308.2 Forward Reach.

308.2.1 Unobstructed. Where a forward reach is unobstructed, the high forward reach shall be 48 inches (1220 mm) maximum and the low forward reach shall be 15 inches (380 mm) minimum above the finish floor or ground.

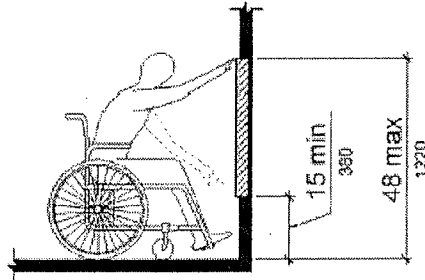
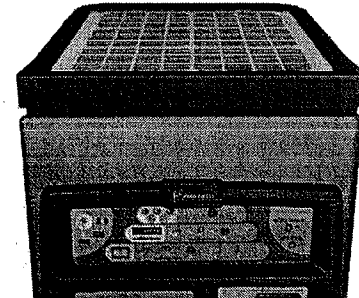


Figure 308.2.1 Unobstructed Forward Reach

Power Supply

The Strada is powered by an integrated 5 watt solar panel within the top of the meter. It runs with ambient light. Rain, snow, fog, and other adverse weather conditions do not pose a problem for its functionality. The solar panel re-charges a commercially available battery. All major components have been designed by Parkeon to consume the least amount of power. AC mains power is also an option where it is available.

Also, there is no need for special orientation toward the sun or for multiple batteries within the meter to support uninterrupted operation.



Strada Pay Station Technical Attributes



Changing the power source (battery) can be accomplished easily. The unit is also equipped with a back-up battery to sustain the clock, calendar and storage of all information concerning revenue, maintenance and unit transactions during a main back-up system failure or battery replacement.

The power consumption of the Strada is less than 3mA in standby mode. It is has been our experience that the battery life typically exceeds three years without a "bench" recharge or replacement.

In the event that the threshold level on the buffer battery falls below a certain level a "green" warning indicator will flash on the face of the machine. The field technician can consult with the machine to determine the voltage reading on the battery. In addition, the machine will also automatically communicate the low battery condition to the server. Maintenance personnel are then able to access this information from Parkfolio. The machine will continue to fully operate in this mode.

In the event that the maintenance personnel do not change out the battery, and the battery fails, the indicator on the face of the machine will change to a "red" flashing light indicating that the machine is out of order. The change in the battery status will also be posted on myParkfolio.

Locking Features

All locks associated with the Parkeon Strada solution are discreet and out of the public view.

All locks are protected from weather conditions through the superior design and engineering of the Strada housing. All internal components including all locks are corrosive resistant and do not require regular cleaning of maintenance.

All locks within the Strada unit exceed industry standards including all mechanical locks which are protected by a steel shutter plate to prevent drilling and insertion of foreign matter in an effort to vandalize the locks as well as an Electronic Lock that is a standard feature on the Strada Rapide model for the vault area. The Electronic Locking system vault assembly is locked in place with two stainless steel locking pistons and cannot be opened even under 2 tons of force.

All locks within the Strada unit are designed to ensure non-duplication unless otherwise authorized to do so by the City.

With the use of the electronic lock the city will have the flexibility to key alike some or all of the TVMs and have the ability to re-key a combination quickly and without additional costs in the event it is necessary to change the lock combination.



Internal Components

The sub-assemblies of the meter are of a modular design to allow easy servicing through plug-in replacement parts. All electronic connections are of high quality and feature gold-plated terminals. The main board and internal components are environmentally sealed, highly water-resistant and are able to operate in conditions that exceed 97 percent humidity.

Every electronic component on the machine is coated to prevent operational failure and to ensure that the unit will stay fully operational within the specified temperature and relative humidity ranges.

Electrical connections between components/modules are accomplished with connectors. The machine has been designed so that the connectors for each component have a unique size and cable length preventing the deliberate or inadvertent connection of incompatible assemblies. Where feasible, wiring is held in position with clips.

The unit is designed around a 32 Bit Risc Processor. All memory is backed up with an exchangeable data module. There are a minimal number of sub-assemblies and therefore a reduced number of connectors, which is essential in improving reliability. Typically the equipment has the following sub-assemblies:

1. Main board
2. Electrical supply board
3. Printer
4. Card reader
5. Modem
6. Display

Printer

The Strada TVM is equipped with a thermal graphic printer built to provide constant printing quality (legibility) and minimal maintenance (accomplished through limited moving parts and ease in clearing the paper path).

The printer does not require servicing and the thermal head is self-cleaning. The printer assembly and thermal head can be changed easily, without the use of tools. The printer blade is self-sharpening and needs no servicing.

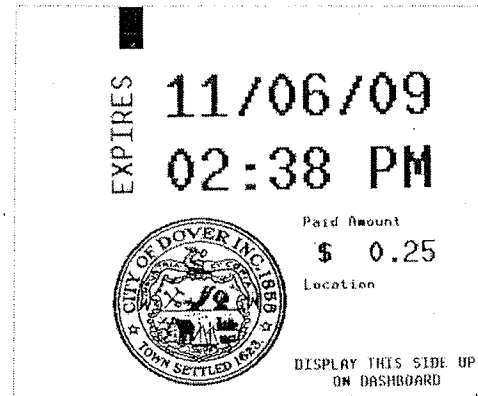
The printer is run by a microprocessor linked to the main board and has the capacity to print a receipt within two and one-half seconds. The text to be printed is also controlled by the main board. Printed text and graphics messages can be supplemented with pre-printed text and/or graphic designs. The printer is capable of printing variable-length and multi-part (perforated) receipts with various text messages. The font type and format is flexible as upper and lower case along with mixed fonts can be interspersed.

Strada Pay Station Technical Attributes



A continuous single roll of thermal printed-paper supplies the printer. A standard ticket roll stock has a capacity of 6,500 tickets. Pre-printed paper with black marking dots is utilized to allow the printer to adjust the thermal printing to the pre-printed text and/or graphics on the ticket stock. The markings on the ticket stock also provide the capability to print variable length messages. The printer can also print on "sticky-back" paper. A "sticky-back" ticket roll has 3,000 tickets.

Paper is easily inserted into the printer by positioning the paper lead inside the plastic guide located on the front of the printer. The guide is directly accessible and visible to maintenance personnel.



Sample Ticket

Customizable Tickets

Tickets can be customized by contacting Parkeon customer service or by city staff using the Ticket Editor function in myParkfolio, Parkeon's back-office system. You have the ability to change the ticket layout and information, add logos and other graphics, and add custom messages, and advertisements. The ticket becomes an additional form of communication. These changes are then ready to remotely download right to the TVM machines.

The Strada TVM can utilize either standard tickets, "sticky-back" tickets, or two-part perforated tickets.

Modem

Parkeon provides for GPRS, CDMA and Mobitex communications. myParkfolio, our back-office parking management software system, can communicate with these protocols simultaneously within the same city. We have successfully tested 802.11x protocol and, upon request to provide this for the city, will quote the necessary changes required.

Display Unit and Messaging

The display used on Strada is a full graphical display providing a 160x80 pixel area. This technology offers the possibility to display many different types of graphical messages, for instance, the city's logo or icons to help customer understand transactions and actions by the customer to the machine. This graphical display enables display of many languages, including languages that use signs or accentuated characters such as Chinese and Arabic.

Up to four (4) languages (English, French, German, Spanish and Italian are available), can be displayed the multi-language feature is utilized. A dedicated

Strada Pay Station Technical Attributes



button on the face of the machine is used to change the language displayed during the transaction.

The window in front of the display is transparent polycarbonate and has near optical quality to ensure clear display and panel visibility without distortion or iridescence. The polycarbonate window is specified to stand up to UV radiation.

The display can be easily read under various daytime and nighttime lighting conditions.

The display is also able to accommodate several types of custom messages that are programmed and downloaded through the Parkfolio back office system or via a hand-held device. These include welcome/greeting messages, failure messages, user messages associated with the yellow function button, messages associated with the insertion of cards into the machine.

The display unit can be used by maintenance personnel to determine the status of the TVM. The display unit is independent from the main board and mounted in such a way that it can be rotated and used while the door is open for maintenance activities. The display unit contains two LED lights, one green and one red, that flash when there is a warning or failure at the machine.

Warning and alarm codes can be viewed on the display by pressing specific buttons on the outside of the machine without opening the maintenance door. If maintenance staff need to fix a problem while at the machine, they can do that by opening the door and using the keypad to view the alarm, correct the condition and cancel the warning code.

The same error codes (warning and out of order conditions) are communicated via the communications system. The central server records the events by the date and time of occurrence. The systems works in the following ways:

The maintenance alarm feature transmits information regarding the status of each machine in real time. As an example, if the ticket roll is low, the network will post this condition to the Parkfolio back office system to advise the maintenance staff of the situation. Alarms of this type are indicated by a green indicator message displayed on the Parkfolio screen. Notification of these alarms is typically sent within 10 seconds of the incident.

Some of the critical alarms are as follows:

- Communications failure
- Open door
- Power failure
- Paper supply status
- Collection failure

Strada Pay Station Technical Attributes

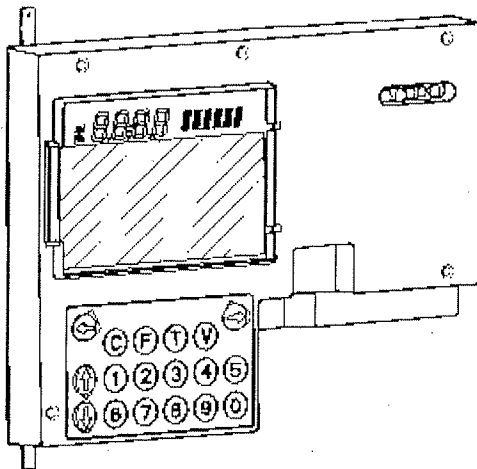


In the event that the machine is out of order for any reason (i.e. the ticket roll was not replaced and the machine ran out of paper), a red indicator message is displayed on the Web interface via the communications system. A red indicator light alerts the maintenance staff that this machine is out of order and will advise them as to what needs to be done to get the machine up and running.

The City will have the ability to program TVM station to display or not display a message. This is accomplished through the programming of the FLASH MEMORY in each unit. In addition, the City will have the ability to utilize the wireless communication system to download welcome and out-of-order messages to each TVM. Messages can be displayed for a prescribed time period and then through the programming can be changed back to the original pre-programmed message.

The Strada has the capability to display a message when a card is inserted improperly or when the machine is out of order.

Standard Graphical Display



Graphical display specifications:

- Large area LCD technology with backlight
- 6 lines of text available, plus time and date (permanently displayed)
- Combination text and logo available
- Graphical area of 4.134" wide x 2.75" high
- Dot matrix: 160x80 – Dot size 0.62x0.62mm (24.41x24.41mil)
- Clock format: [HH:MM]
- Date format: [AM/PM] [MM:DD:YY]
- Automatic Backlight switched on depending on ambient light level

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Strada Pay Station Technical Attributes



- Automatic Contrast with temperature compensation

Fonts have been selected in order to be compliant with all kind of language that could be used on the terminal, and in order to offer the best understanding of messages for all kind of customers using the machine. ISO standard has been retained (ISO10646) with compliancy to UTF8 encoding format (Unicode Transformation Format or Universal Character Set Transformation Format).

Credit and Debit Cards

The Strada TVM is equipped with a dual function card reader.

This reader is able to accept credit cards (Visa, MasterCard, AMEX, and Discover), smart memory and microprocessor cards for payment. In addition the unit has the capability to accept debit cards, including Visa Cash. Parkeon will work with the City to interface with the merchant processor.

The main characteristics of our reader are as follows:

- 1) The reader accepts the following card types:
 - a) Synchron chip cards (type SLE 4404, Eurochip, memory cards, etc.)
 - b) Asynchrone cards (electronic purses, microprocessor cards)
- 2) The reader complies with the following standards:
 - a) ISO 7816-1,2,3 standard concerning the physical characteristics, localization of contacts, electrical characteristics and communication protocol.
 - b) Cards in conformance with ISO 7816-2 standards (localization of the contacts)
- 3) It has the following specifications:
 - a) Makes use of rubbing contact with the cards to optimize the electric contact.
 - b) Full compatibility with cards using 5 volts technologies
 - c) Application software is loaded in the RAM memory of the electronic board
 - d) RAM memory has a maximum capacity of 512 K octets
 - e) The operating system embedded in the ROM memory manages the application software downloading



Credit Card Processing

All TVMs read the ISO Track 2 from the magnetic stripe on the reverse of the card. EPSUM[®] (the Parkeon Router/Server system for credit card transactions) does not rely on the network for encryption and instead provides authentication and encryption of all cardholder data at the application level using public key encryption. Also, rather than being managed by the main CPU of the terminal, all the encryption and authentication tasks are implemented by the card reader itself.

The information is sent to the Parkeon router through the wireless network and delivered via the Internet to the city's authorized bankcard processor for authorization. As noted earlier, Parkeon has earned Level 1 PCI certification, so you know your customers credit card data is well-secured per legal obligations published by the banking associations.

The ensuing response (the transaction authorization or denial) is then forwarded to the TVM. The TVM will accordingly issue a ticket or cancel the transaction. Concurrently, the results of the authorization process are recorded on ParkfolioNeo for client access and analysis.

Average time for this real-time, on-line credit card authorization is between 7 and 15 seconds; we have clients whose transactions are processed in as few as 5 seconds.

Credit Card Security Features

Parkeon's credit card processing solution has earned Level 1 PCI certification, which is the highest rank available from the major credit card providers (VISA, MasterCard, AMEX). Level 1 is only given to those third-party providers who handle thousands of credit card transactions monthly and who meet their stringent – and audited – credit card transaction security protocols to protect your customers' personal transaction data. Level 1 requires an external audit for approval, which is more rigorous than the self-audit that some vendors may do.

Our system provides 128 bit DES encryption when the credit card is read at the card reader. The encrypted card information is then transmitted directly to your PCI compliant transaction service provider/clearing house.

Parkeon machines process all credit card transactions in real time. This on-line authentication is typically in the 7 to 15 second range, although we have clients whose transactions are processed in as few as 5 seconds. This approach protects the city from lost revenue due to stolen or unauthorized usage that would occur in a batch-processing mode. Additionally, the city does not have to maintain a "black list" of known bad card numbers. And it meets PCI/CISP requirements regarding storage of credit card information.

Strada Pay Station Technical Attributes



Due to the potential for fraud and the fact that offline batch acceptance is not PCI compliant, Parkeon recommends that the City not consider a solution that includes credit card acceptance without authorization at time of presenting the card.

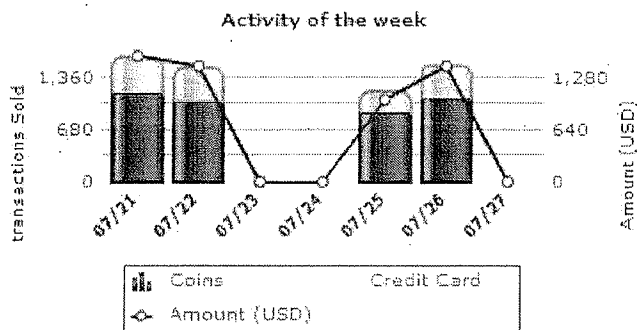
The card reader is designed for partial insertion of the card (swipe) and at no time is the card out of the users possession.

Data/Financial Management

The TVMs communicate via wireless two-way communication with Parkeon's powerful back-office suite, myParkfolio which provides data/financial management solutions. The myParkfolio communication system is a complete suite of services based on a unique IT platform developed and managed by Parkeon as a fully hosted service. Parkfolio manages the information to and from the TVMs and redirects it to the customer. Depending on the nature of the data and the contract modules subscribed to, the information is delivered to the customer's personal workstation or hand-held device.

Everything that occurs at a TVM (status check, collection, maintenance operation, transaction, etc) is recorded and regularly transmitted to the central server. This information is then processed and ready for you to review and analyze using myParkfolio.

myParkfolio allows you to remotely download rate, message, and ticket changes to the Strada.

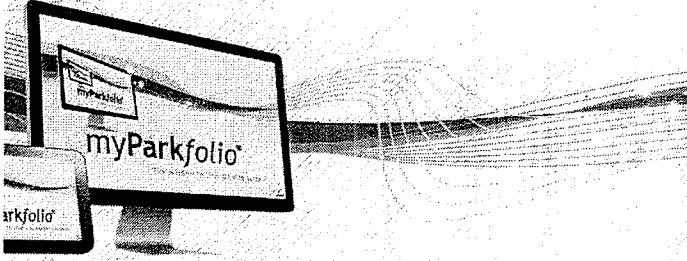


Using Parkfolio you can view all sales data in many different forms. For instance, you can view transactions by TVM, by group of TVMs, by type of transaction, or by type of user.

You can monitor the status of your TVMs using myParkfolio because all alarms and warnings are right there for you to view. Like your sales data, maintenance data can also be viewed in different forms, making it easy to put a maintenance schedule together. myParkfolio can also send specific alarms right to your cell phone to alert you of a problem immediately.

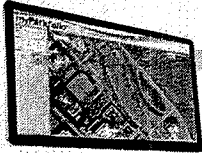
**Attachment D:
Attributes**

MyParkfolio Back Office Technical



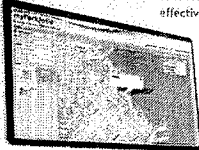
Get Fast!
Get Efficient!
Get Control!

- *Parkeon hosted solution no need to maintain servers or update software*
- *Fully web based*
- *Data available 24/7/365*
- *Secure central data storage*
- *Customizable, on demand, statistical reports*
- *Easy to compare past and current data for trend analysis*
- *Mappable statistics offering color coded indicators for easy analysis*
- *Events and alarms sent directly to cell phones and PDAs*
- *Remote download of rates, messages, and ticket layouts*
- *Integrates with allied parking technologies*



**myParkfolio[®]
Maps**

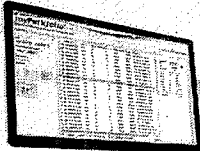
Dynamic Cartographic Report
Use myParkfolio's Google mapping tool to map your pay station data for high level and detailed analysis. Changes in parking policies, occupancy analysis, additions of new pay stations, staff scheduling and planning can all be done more effectively with this unique myParkfolio feature.



Transactions Mapping
View color coded meter map to see which areas of your City have high, low, or average performing meters to make decisions on parking policies. Zoom in to get detailed transactions information.



Maintenance and Collections Mapping
Send your maintenance and collections staff to the areas of the City that require the most attention, plan routes based on historical information, and zoom in to see detailed information.



**myParkfolio[®]
Detailed**
Efficiently access your detailed park information

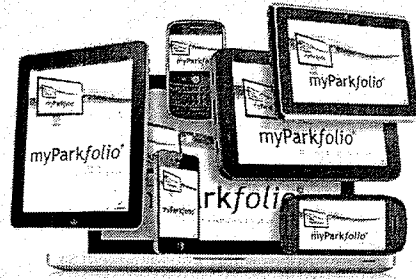


**myParkfolio[®]
Executive**
Monitor your park indicators in a glimpse thanks to dashboard reporting



**myParkfolio[®]
Analysts**
Create dynamic analysis on-demand

A portable solution
accessible to anyone from
any Internet enabled device.



myParkfolio[®]
From everywhere

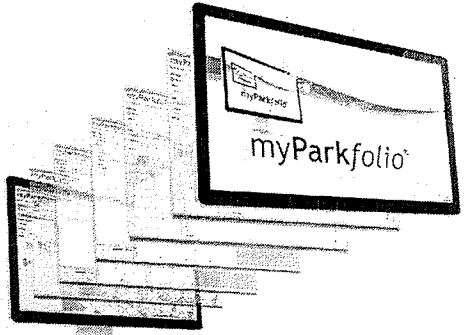
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myParkfolio[®]



Get Fast!
Get Efficient!
Get Control!



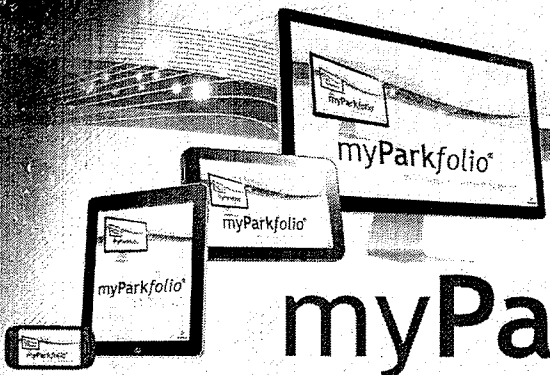
www.parkeon.com



myParkfolio®

An easy-to-use, web based parking management system, myParkfolio® allows you and your staff to be faster, work more efficiently, and have more control over your parking operations.

Designed with your entire organization in mind, myParkfolio® provides the fast reporting your management team wants and the level of detail your financial, maintenance, collection, and enforcement teams need.



myParkfolio®

An interface for everyone in your organization.

Get Fast! Get Efficient! Get Control!

myParkfolio®

Integration with allied parking technologies! Use myParkfolio® for reporting and monitoring of your Parkeon system and integrate other technologies:

- Off street systems
- Cell phone payment
- Vehicle detection
- Citation management
- License plate recognition
- And more!

myParkfolio®

Your fast lane to information! Real performance focus with a clear target: All you need in 3 seconds.

myParkfolio®

Your reports FAST! Customizable dashboard feature gives you a quick snapshot of your parking system and allows you to view only the reports that matter to you most.

myParkfolio®

Your choice of colors! A customizable solution that can be branded with your colors.

Parking Management

myParkfolio® provides entire vision of all parking activities:

- Total access to transaction data and financial reporting
- Analyze parking activities to understand occupancy and turnover
- Remote management of parking policies via download of rates and messages
- Resolve customer complaints with historical event and transaction details

Enforcement Operations

myParkfolio® improves deployment planning of enforcement officers to control parking compliance:

- Guide enforcement officers to areas of low payment activity
- Follow enforcement agent activity

Maintenance Operations

myParkfolio® improves reactivity to and resolution of on-site issues:

- Quickly attend to pay station issues with the help of remote warnings and fault alerts
- Follow the activity of your maintenance staff
- Review maintenance history to ensure proper staffing, plan preventive maintenance, and analyze the reactivity of your team

Collection Operations

myParkfolio® optimizes and secures collection management:

- Plan collection routes based on reported cash box thresholds and detection of pay stations not collected
- Follow collection agent activities
- Ensure security with detailed electronic collection audit trail

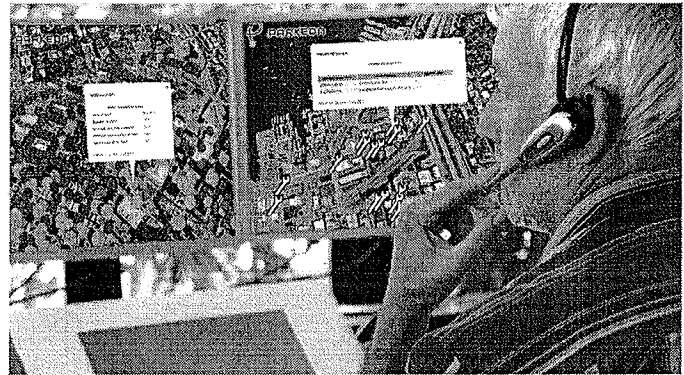
myParkfolio Back-Office Parking Management System



185439

Key Attributes

- myParkfolio is the “brains” of your parking management system.
- Parkeon hosted solution – no need to maintain servers or update software
- Level 1 PCI Certified credit card processing
- Data available to you 24/7/365
- Download rates, messages, and ticket layouts
- Integrates with allied parking technologies
- Powerful reporting tool for Parking Directors, Maintenance Managers, Collection Supervisors, and Financial Analysts
- Customizable, on-demand statistical reports
- Variety of displays (pie charts, line graphs, bar charts)
- Mappable statistics offering color coded indicators for easy analysis
- Easy to compare past and current data for trend analysis



myParkfolio Back-Office Parking Management System



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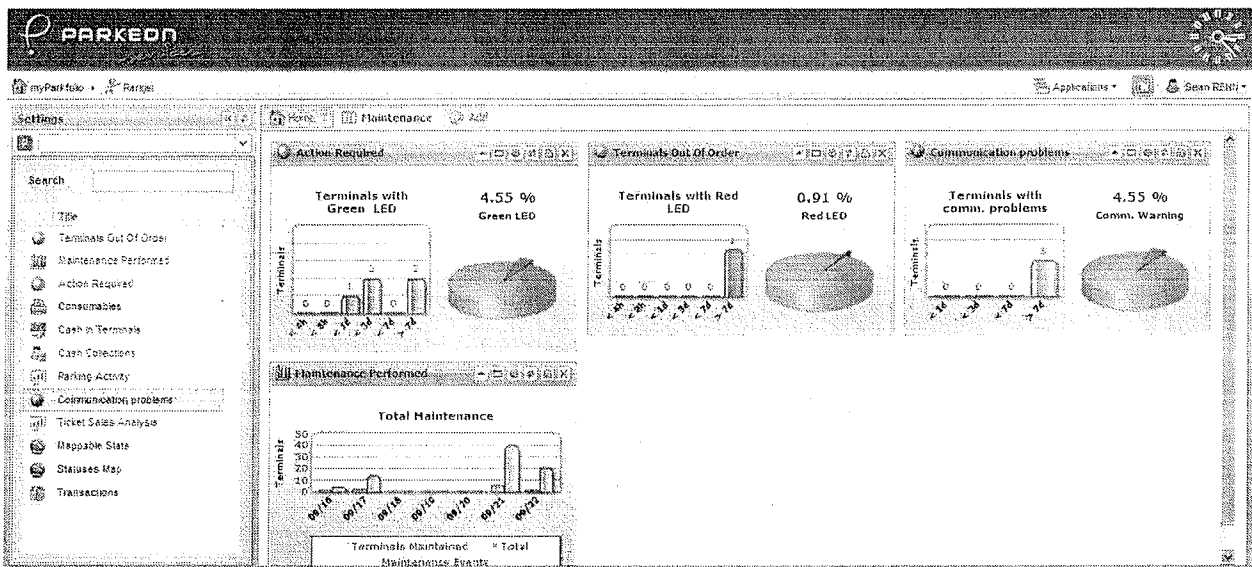
Fast Reporting

- Your selected reports open automatically
- Get to the information you want in 3 clicks or less
- Print report or export data with one click

Standard Reports In Your Library Are As Follows:

- a) Current Maintenance Action Required
- b) Terminal Out-of-Order
- c) Communications Problems
- d) Maintenance Performed for the last seven days
- e) Cash Collections for the last seven days
- f) Cash-In-Terminals Currently
- g) Consumables Status (tickets and batteries)
- h) Parking Activity (Tickets sold and dollar amounts for the last 6 days)
- i) Terminals Out-of Order
- j) Ticket Sales Analysis (Active tickets and # of tickets sold for hourly time intervals)
- k) Transactions by Payment Mean

- Click and drag reports from library
- Create your own tabs and display reports in 1 to 3 columns

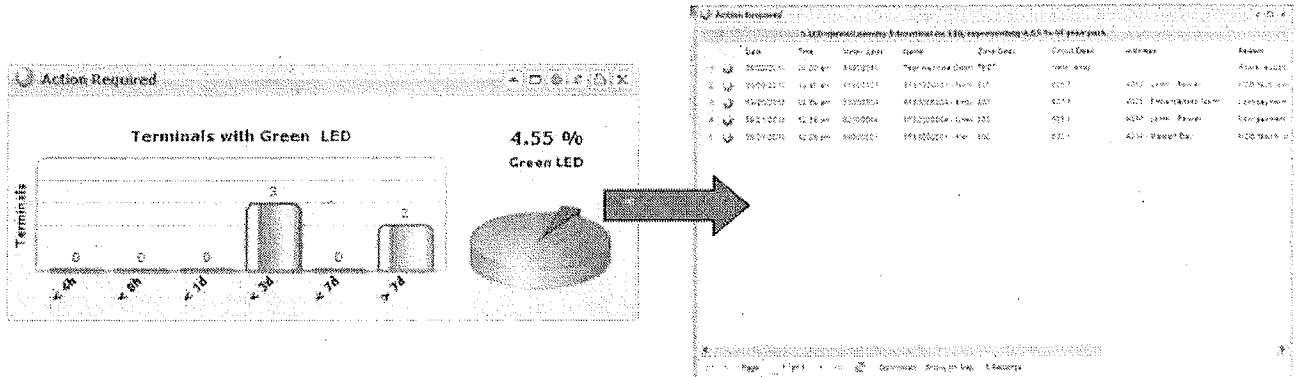


myParkfolio Back-Office Parking Management System

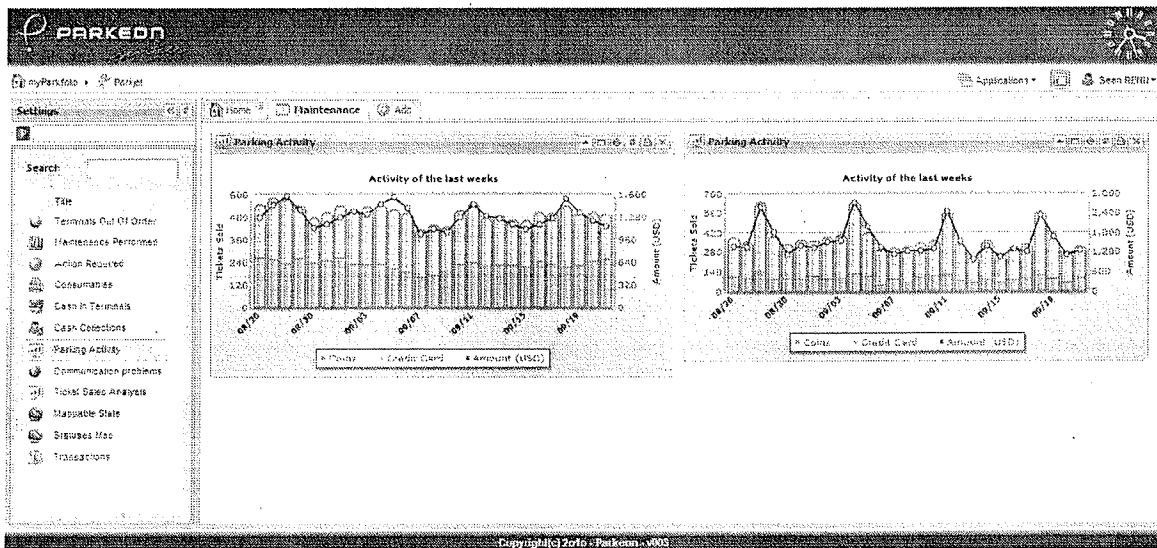


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From Graph to extensive data list in one click!



Easy comparison of different zones



myParkfolio Back-Office Parking Management System



Detailed Information

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- Comprehensive Workspaces used for more intense information needs
- Separated into maintenance, collection management, and transaction history workspaces
- Sorting functions, charts, and maps allow client to understand what areas of their park have the most activity

Parkeon Web • Transaction History • Parking Sales Supervisor

Date	Meter Code	Payment Type	Amount	Trans. Count	Total Parking Time	Paid Parking Time	20107004 - WIDEORBIT SW - 10/21/2010
7 10/02/2010	20107001	Bike	\$ 32.00	5	15 h 00	15 h 00	8th & 10th Block D
8 10/18/2010	20107001	Bike	\$ 16.00	5	9 h 36	9 h 36	
9 10/05/2010	20107001	Coins	\$ 12.60	5	11 h 30	11 h 30	
10 10/23/2010	20107001	Credit Card	\$ 49.61	15	> 3 d	> 3 d	
11 10/21/2010	20107001	Bike	\$ 15.00	4	7 h 00	7 h 00	
12 10/05/2010	20107001	Bike	\$ 14.00	4	7 h 00	7 h 00	
14 10/07/2010	20107001	Credit Card	\$ 28.01	9	14 h 29	14 h 29	
15 10/18/2010	20107001	Bike	\$ 42.00	12	16 h 20	16 h 20	
16 10/05/2010	20107001	Coins	\$ 7.75	4	4 h 52	4 h 52	
16 10/05/2010	20107001	Coins	\$ 2.25	3	4 h 07	4 h 57	
17 10/04/2010	20107001	Bike	\$ 9.00	4	4 h 35	4 h 35	
16 10/05/2010	20107001	Credit Card	\$ 31.00	9	17 h 00	17 h 00	
19 10/21/2010	20107001	Credit Card	\$ 43.11	11	21 h 32	21 h 32	
20 10/05/2010	20107001	Bike	\$ 17.00	7	9 h 55	9 h 55	
21 10/23/2010	20107001	Comb	\$ 14.70	8	9 h 45	9 h 45	
21 10/23/2010	20107001	AAA	\$ 25.00	14	21 h 40	21 h 40	

Page 1 of 6 | Downloads | Print | 298 records - \$7,927.37

Parkeon Web • Maintenance • Maintenance Progress

Date Time	Meter Code	Peripheral	Reason	Meter Desc	Alarm Code	Zone Desc
17 09/08/2010 03:39 pm	1120003	Main Board	OFF/ON of the PSD	*1120003 (Heaps) 0		
18 09/08/2010 02:11 am	1120003	Main Board	OFF/ON of the PSD	*1120003 (Heaps) 0		
18 09/07/2010 02:44 am	1120003	Operation	User ticket name modification (No. 018)	*1120003 (Heaps) 0		
20 09/08/2010 02:05 pm	1120003	Card Reader	Bank card reader switch to maintenance mode (No. 033)	*1120003 (Heaps) 0		
21 09/08/2010 02:11 pm	1120003	Main Board	OFF/ON of the PSD	*1120003 (Heaps) 0		
22 09/08/2010 02:11 pm	1120003	Operation	Management ticket printing (No. 212)	*1120003 (Heaps) 0		
23 09/07/2010 02:44 am	1120003	Printer	Printing a programming test ticket (No. 018)	*1120003 (Heaps) 0		
24 09/08/2010 02:02 pm	1120003	Printer	Printing a programming test ticket (No. 019)	*1120003 (Heaps) 0		
25 09/08/2010 01:13 pm	1120004	Main Board	Banking and clocking of green warning LEDs (No. 057)	*1120004 (Heaps) 0		
26 09/08/2010 11:55 am	1120004	Operator	User ticket name modification (No. 018)	*1120004 (Heaps) 0		
27 09/08/2010 11:03 am	1120004	Printer	Printing a programming test ticket (No. 018)	*1120004 (Heaps) 0		
28 09/08/2010 11:04 am	1120004	Printer	Printing a programming test ticket (No. 019)	*1120004 (Heaps) 0		
29 09/07/2010 02:47 pm	1120005	Operation	User ticket name modification (No. 018)	*1120005 (Heaps) 0		
30 09/08/2010 02:23 pm	1120005	Printer	Printing a programming test ticket (No. 019)	*1120005 (Heaps) 0		

Page 1 of 4 | Downloads | Print | 159 records

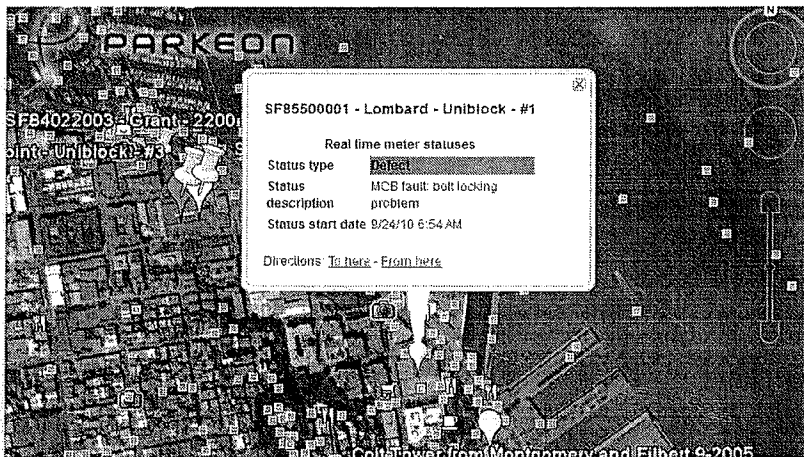
Mappable Statistics

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Display all of your meter data on Google Maps including:

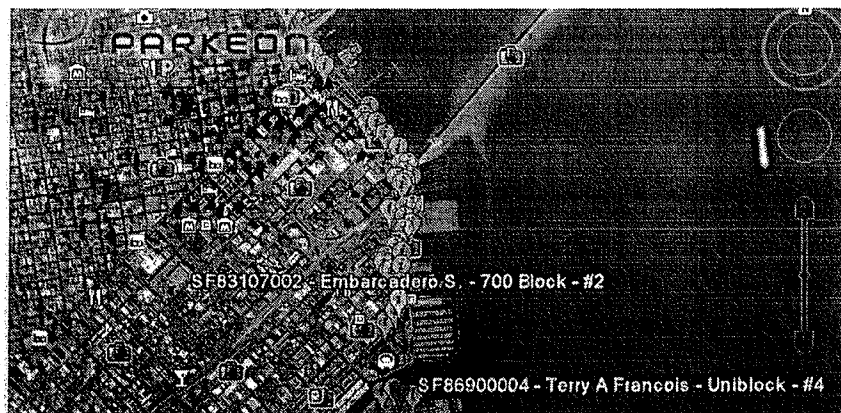
Meter Problems

- Show all meter problems or choose between red, green, or pink alarms
- Drill down to machine level for detail
- Ideal to get high level overview of park health



Consumables

- Blue indicators (OK), yellow (warning), red (replace)
- Drill down to machine level for detail
- Makes it easy to quickly see a problem area(s) before machine goes out of order



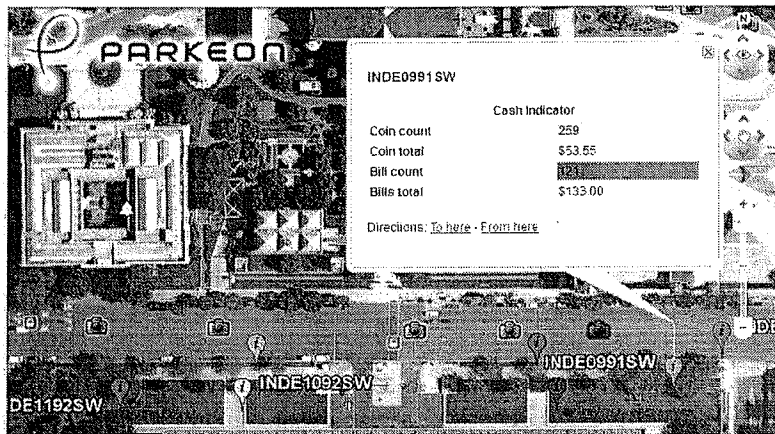
myParkfolio Back-Office Parking Management System



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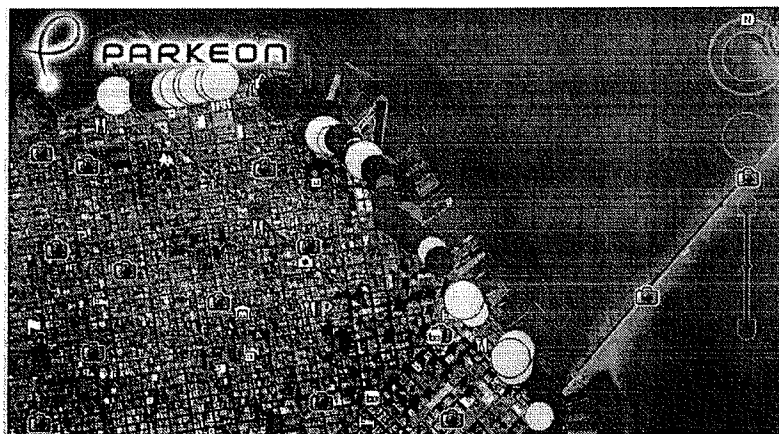
Collections

- Blue indicators (OK), yellow (warning), red (collect)
- Drill down to machine level for detail
- Save time by collecting on demand
- Use map to see what areas need most attention



Transactions

- Compares machines in park to determine high/low performing units
- Larger dots mean more transactions
- Green dots (high dollars), blue dots (average dollars), red dots (low dollars)
- Set parking policies (rates, open/closed hours) based on mapped data



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Total Maintenance

- View maintenance activity in different time periods
- Large wrenches have had the most activity
- Drill down to machine level for more details
- Determine what areas of your park have had the most maintenance problems

The screenshot displays the Parkeon software interface. At the top left is the Parkeon logo. The main area shows a satellite map of a city grid. A pop-up window titled "SF83709002 - Front - 900 Block - #2" is overlaid on the map. This window contains a table of maintenance events and navigation links.

Time of event	Description	Agent code
9/22/10 1:07 PM	OFF/ON of the P&D	-
9/22/10 1:08 PM	OFF/ON of the P&D	-
9/22/10 1:08 PM	OFF/ON of the P&D	-
9/22/10 2:25 PM	OFF/ON of the P&D	-
9/22/10 2:39 PM	OFF/ON of the P&D	-

Directions [To here](#) - [From here](#)

Attachment E: Performance Measures and Penalties

This Attachment will be added to final contract

APPENDIX

Contractor shall observe all applicable state and local laws pertaining to public contracts including the City's Equal Benefits Ordinance and its administrative rules, all of which are incorporated by this reference. Failure to comply with the Ordinance permits the City to impose sanctions or require remedial actions as stated in Section 13.1 of the rules, ORS Chapters 279A, 279B and 279C require every public contract to contain certain provisions. Pursuant to those chapters, the following provisions shall be a part of this contract, as applicable.

Pursuant to ORS 279B.220, on every public contract, the contractor shall make payment promptly, as due, to all persons supplying to the contractor labor or material for the performance of the work provided for in the contract; shall pay all contributions or amounts due the Industrial Accident Fund from the contractor or subcontractor incurred in the performance of the contract; not permit any lien or claim to be filed or prosecuted against the state or a county, school district, municipality, municipal corporation or subdivision thereof, on account of any labor or material furnished, and; pay to the Department of Revenue all sums withheld from employees under ORS 316.167.

- Pursuant to ORS 279C.505, on public improvement contracts, the contractor shall make payments promptly, as due, to all persons supplying to such contractor labor or material for the prosecution of the work provided for in such contract. The contractor shall pay all contributions or amounts due the Industrial Accident Fund from such contractor or subcontractor incurred in the performance of the contract. The contractor shall not permit any lien or claim to be filed or prosecuted against the state, county, school district, municipality, municipal corporation or subdivision thereof, on account of any labor or material furnished. The contractor shall pay to the Department of Revenue all sums withheld from employees pursuant to ORS 316.167. Contractor shall demonstrate that an employee drug-testing program is in place.

- Pursuant to ORS 279C.510 (1), in every public contract for demolition the contractor shall salvage or recycle construction and demolition debris, if feasible and cost-effective. Pursuant to ORS 279B.225 and 279C.510 (3) in every public contract and every public improvement contract for lawn and landscape maintenance, the contractor shall compost or mulch yard waste material at an approved site, if feasible and cost-effective.

- Pursuant to ORS 279B.230(1), in every public contract, the contractor shall promptly, as due, make payment to any person, co-partnership, association or corporation furnishing medical, surgical and hospital care services or other needed care and attention, incident to sickness or injury, to the employees of the contractor, of all sums that the contractor agrees to pay for the services and all moneys and sums that the contractor collected or deducted from the wages of employees under any law, contract or agreement for the purpose of providing or paying for the services.

- Pursuant to ORS 279B.230(2), in every public contract, all subject employers working under the contract are either employers that will comply with ORS 656.017 or employers that are exempt under ORS 656.126.

- Pursuant to ORS 279B.235(1), persons may not be employed for more than 10 hours in any one day, or 40 hours in any one week, except in cases of necessity, emergency or when the public policy absolutely requires it. In such cases, the employee shall be paid a) at least time and half pay for all overtime in excess of 8 hours in any one day or 40 hours in any one week when the work week is five consecutive days, Monday through Friday; or b) for all overtime in excess of 10 hours in any one day or 40 hours in any one week when the work week is four consecutive days, Monday through Friday; and c) for all work performed on Saturday and on any legal holiday specified in ORS 279B.020.

- Pursuant to ORS 279C.515(1), on public improvement contracts, if the contractor fails, neglects or refuses to make prompt payment of any claim for labor or services furnished to the contractor or a subcontractor by any person in connection with the public contract as such claim becomes due, the proper officer or officers representing the state, county, school district, municipality, municipal corporation or subdivision thereof, as the case may be, may pay such claim to the person furnishing the labor or services and charge the amount of the payment against funds due or to become due the contractor by reason of such contract. The payment of a claim in the manner authorized by ORS 279C.515 shall not relieve the contractor or the contractor's surety from obligation with respect to any unpaid claims.

- Pursuant to ORS 279C.515(2), on public improvement contracts, if the contractor or a first-tier subcontractor fails, neglects or refuses to make payment to a person furnishing labor or materials in connection with the public improvement contract within 30 days after receipt of payment from the contract agency or a contractor, the contractor or first-tier subcontractor shall owe the person the amount due plus interest charges commencing at the end of the 10-day period that payment is due under ORS 279C.580(4) and ending upon final payment, unless payment is subject to a good faith dispute as defined in ORS 279C.580. The rate of interest charged to the contractor or first-tier subcontractor on the amount due shall equal three times the discount rate on 90-day commercial paper in effect at the Federal Reserve Bank in the Federal Reserve district that includes Oregon on the date that is 30 days after the date when payment was received from the contracting agency or from the contractor, but the rate of interest may not exceed 30 percent. The amount of interest may not be waived.

- Pursuant to ORS 279C.515 (3), in every public improvement contract and every contract related to the public improvement contractor, if the contractor or subcontractor fails, neglects or refuses to make payment to a person furnishing labor or materials in connection with the public improvement contract, the person may file a complaint with the Construction Contractors Board, unless payment is subject to a good faith dispute as defined in ORS 279C.580.

- Pursuant to ORS 279C.520, no person shall be employed for more than 10 hours in any one day, or 40 hours in any one week, except in cases of necessity, emergency, or where the public policy absolutely requires it, and in such cases, except in cases of contracts for personal services as defined in ORS 279C.100, the employee shall be paid at least time and a half pay for all overtime in excess of eight hours a day or 40 hours in any one week when the work week is five consecutive days, Monday through Friday; or for all overtime in excess of 10 hours a day or 40 hours in any one week when the work week is four consecutive days, Monday through Friday; and for all work performed on Saturday and on any legal holiday specified in ORS 279C.540. The contractor shall give notice to employees who work on a public contract in writing, either at the time of hire or before commencement of work on the contract, or by posting a notice in a location frequented by employees, of the number of hours per day and days per week that the employees may be required to work. In the case of contracts for personal services as defined in ORS 279C.100, an employee shall be paid at least time and a half for all overtime worked in excess of 40 hours in any one week, except for individuals under these contracts who are excluded under ORS 653.010 to 653.261 or under 29 U.S.C. sections 201 to 209 from receiving overtime. Persons employed under contracts for services shall receive at least time and a half pay for work performed on the legal holidays specified in a collective bargaining agreement or in ORS 279C.540 (1) (b)(B) to (G) and for all time worked in

excess of 10 hours a day or in excess of 40 hours in a week, whichever is greater. The contractor shall give notice to employees who work on a contract for services in writing, either at the time of hire or before commencement of work on the contract, or by posting a notice in a location frequented by employees, of the number of hours per day and days per week that the employees may be required to work.

- Pursuant to ORS 279C.530(1), in every public improvement contract, the contractor shall promptly, as due, make payment to any person, co-partnership, association or corporation, furnishing medical, surgical and hospital care or other needed care and attention, incident to sickness or injury, to the employees of such contractor, of all sums which the contractor agrees to pay for such services and all monies and sums which the contractor collected or deducted from the wages of employees pursuant to any law, contract or agreement for the purpose of providing or paying for such service. In every public contract, subject to ORS 279C, all employers working under the contract are subject employers that shall comply with ORS 656.017.

- Pursuant to ORS 279C.580(3)(a), the contractor shall include in each public improvement subcontract for property or services entered into by the contractor and a subcontractor, including a material supplier, for the purpose of performing a construction contract, a payment clause that obligates the contractor to pay the subcontractor for satisfactory performance under its subcontract within 10 days out of such amounts as are paid to the contractor by the public contracting agency under such contract, and an interest penalty clause that obligates the contractor to pay to the subcontractor an interest penalty on amounts due in the case of each payment not made in accordance with the payment clause included in the subcontract pursuant to ORS 279C.580 (3), for the period beginning on the day after the required payment date and ending on the date on which payment of the amount due is made, and computed at the rate specified in ORS 279C.515 (2).

- Pursuant to ORS 279C.580(4), the contractor shall include in each of its subcontracts for a public improvement, for the purpose of performance of such contract condition, a provision requiring the subcontractor to include a payment clause and an interest penalty clause conforming to the standards of ORS 279C.580 (B) (4) in each of its subcontracts and to require each of its subcontractors to include such clauses in their subcontracts with each lower-tier subcontractor or supplier.

- Pursuant to ORS 279C.830(1)(a) workers shall be paid not less than the specified minimum hourly rate of wage in accordance with ORS 279C.838 and 279C.840.

July 25, 2008

PUBLIC ENGAGEMENT PLAN

STREETCAR FARE POLICY

Portland Streetcar Fare Policy Update Public Engagement and Open House Plan

REQUIREMENTS:

Title VI of the 1964 Civil Rights Act (Title VI) provides that no person in the United States shall, on the grounds of race, color, national origin, limited English proficiency, sex, income, age or disability, be excluded from participation in, be denied the benefits of, or otherwise be subjected to discrimination under any program or activity receiving federal financial assistance.

As a sub-recipient of Small Starts funds for transit service, the City of Portland must comply with Title VI including evaluating any and all fare changes to determine whether those changes will have a discriminatory impact based on race, color, or national origin of the transit riders. Specifically, the transit provider shall engage the public in the decision-making process to develop a major service change policy and fare change policy. Additionally, the transit provider shall develop a policy for measuring disparate impact. To meet the federal requirements and to assist in the decision making process, the City of Portland staff have developed this public engagement plan. TriMet has reviewed this plan and offered comment. Because TriMet's status as the Small Starts Grant Recipient and the regional Transit Agency, they will provide support to complete this effort. The findings from this engagement process are incorporated into the Title VI analysis and staff recommendations.

TECHNICAL ANALYSIS

FARE REVENUE PROJECTIONS:

The technical analysis on this project includes both the fare revenue projections and impact analysis. The Bureau of Transportation hired a consultant to develop an independent revenue generation model and analyze the various proposed fare rates. These projections are informative on how revenues will affect ridership and the utilization of the streetcar line. The projected revenue will also allow the City to make assumptions on service levels.

IMPACT ANALYSIS:

A consultant has been hired to establish the methodology and perform the analysis on how any fare or service changes will impact the protected classes. The City will examine if there are any detrimental or beneficial impacts as a result of the proposed fare and the implications of a fare, such as continuing to operate streetcar without collecting a fare in the Free Rail Zone and impact to the frequency of operations.

PUBLIC ENGAGEMENT

OUTREACH TO ADVISORY BOARDS:

Two boards advise the Portland Streetcar on operations issues. Portland Streetcar, Inc. (PSI) and the Streetcar Citizen Advisory Committee (CAC) together include affected property owners, advocates, transit riders, neighbors and the aging and disability communities. Staff are actively engaging the PSI and the CAC. Input from the PSI and the CAC are essential to defining the criteria for establishing the eastside fare.

OUTCOMES: Understanding of the impact of fare policy and changes in service on streetcar users. Identified key issues and establish any benefits of the additional headways on the west side and the consideration of the Free Rail Zone. Identify any detriments. Refined recommendations and performed analysis of impact.

OUTREACH AND ENGAGEMENT OF SERVICE PROVIDERS IN AFFECTED AREA:

Several large educational institutions, community service providers, hospitals and affordable housing agencies are located in the existing service area. In order to ensure their participation, staff will perform one-on-one interviews to understand how a change to the streetcar transit service will impact their clients and their employees. **An inventory of properties in the affected area and targeted outreach to affected groups performed.** Additionally, invitations to the open house were sent to the affected service area.

The following is a partial list of the institutions that were contacted for interviews: Portland State University, Multnomah County Library, Central City Concern, Outside In, Goodwill, Housing Authority of Portland, Oregon Health and Sciences University, and Good Samaritan Hospital.

OUTCOMES: Understanding how the low income community uses transit in the Central City. Access to healthcare and social services are critical to our community. Gained knowledge of the role of service providers in promoting access to transit and impact to clients related to increased fares or changes in service. Refined recommendations and performed analysis of impact.

ENGAGEMENT OF AFFECTED NEIGHBORHOODS AND BUSINESS COMMUNITIES:

The neighborhoods and business associations along the alignment are affected differently depending on their locations.

Westside neighborhoods and business associations currently have access to streetcar. The Northwest and Southwest neighborhoods (paid zone) are served by streetcar and pay \$2.10 for an all-day fare that allows a two-hour transfer to the TriMet system.

The service area between Riverplace and NW Glisan are in the TriMet established Free Rail zone. Free Rail Zone evolved from the Fareless Square. In 1975, Fareless Square was established by TriMet in to improve downtown air quality and mobility. In 2001, Streetcar was introduced in Portland's downtown, and the fare structure followed

TriMet's Fareless Square boundaries. In 2007, Streetcar service extended to South Waterfront and followed the fare collection boundaries providing free service to the Riverplace stop. In 2009, TriMet removed bus service from Fareless Square and renamed the area as the Free Rail Zone. The change allowed the new MAX service on the mall to remain free for riders within the Free Rail Zone boundaries. Goals were to reduce fare evasion and eliminate conflict over fare collection. Again, Streetcar fare policy followed TriMet's direction on the Free Rail policy.

When the new service runs from OMSI to Market streetcar frequencies in the downtown core will be increased. Waiting times will be reduced from 12 minutes to 7-10 minutes in the area within the area known as Free Rail Zone.

New service is offered on the eastside of the river creating new travel patterns and connections with 11 bus routes and the Max service. The east side streetcar service will be 15 minute headways and 28 new station locations. Eastside service will be expanded in 2015 when the Portland Milwaukie Light Rail service opens and a new transit/bike/ped bridge connects the Central Eastside and the South Waterfront.

To expand the depth of our public engagement the City of Portland will meet with the following neighborhood associations, business associations and transportation management associations: Central Eastside Industrial Council, Portland Business Association, Kerns, Buckman, Hosford Abernathy, South Waterfront, Pearl District, Northwest, Lloyd TMA, South Waterfront TMA, and the newly forming Central Eastside TMA.

OUTCOMES: Understanding of how the proposed fare affects the neighborhoods adjacent to the streetcar. Analysis addressed composition of income, racial affinity and ethnicity, home ownership versus rental population, native English speakers and of the neighborhoods. Equity issues related to new and existing service will be discussed. Determined if the proposed fare and service changes will adversely affect people on the basis of race, color nation origin or will disproportionately effect minority or low income populations. Refined recommendations and performed analysis of impact.

TARGETED ENGAGEMENT OF PROTECTED CLASSES AND UNAFFILIATED PERSONS:

Central to the Title VI analysis is the engagement of low income, minority and communities of color. It is also important for the City to examine the ability for non-English proficient speakers to participate. To deepen the engagement of these communities the City plans to conduct two open houses that serves the Central Eastside and Downtown or Northwest neighborhoods.

The purpose of the open houses is to communicate the issues related to the imposition of a fare for the Eastside Streetcar Loop as well as any potential impacts to the current service in the downtown. The open houses are also opportunities to receive feedback and engage the public in the decision making process. Given the federal requirements, special attention should be made to reach under-represented, minority and low income people.

The City supplemented the public engagement process and sought meaningful public engagement on the proposal for the updated Streetcar Fare Policy at east and west open houses. The City identified key constituencies that are targeted for participation.

The open houses were broadly publicized and held at locations along the alignment, one of which is located in the Free Rail Zone.

OUTCOMES: Created a meaningful tool to receive feedback on the fare study and an opportunity to provide comments, an analysis of comments will be submitted to the FTA as part of our Title VI submission. Engaged the public in the decision making process.