

COOPERATIVE PURCHASE CONTRACT

Contract No. 05-15 through National Cooperative Purchasing Alliance

This Cooperative Purchase Contract is made and entered into this ____ day of _____, 2016 by and between the City of Flagstaff, Arizona, a political subdivision of the State of Arizona ("City") and Parkeon, Incorporated ("Contractor").

RECITALS:

- A. Contractor has a contract through the National Cooperative Purchasing Alliance RFP# 07-15 to supply materials and/or services ("Agency Contract"), which was awarded through a competitive and open procurement process;
- B. the City has authority to enter into a cooperative purchase contract with Contractor utilizing the Agency Contract;

AGREEMENT:

NOW THEREFORE, in consideration for the mutual promises contained herein, the parties agree as follows:

1. Materials and or Services Purchased. Contractor shall provide to City the materials and or services, as specified in the Purchase Order(s) submitted by the City in accordance with the Agency Contract. General description of materials and or services being purchased:
 - a. Single and Multi-Space Parking Pay Stations with color displays.
2. Specific Requirements of City. Contractor shall comply with all specific purchase and delivery requirements and/or options of City, as specified in the Purchase Order(s) submitted to Contractor or Exhibit A attached hereto and incorporated by reference.
3. Payment. Payment to the Contractor for the materials and or services provided shall be made in accordance with the price list and terms set forth in the Agency Contract.
4. Terms and Conditions of Agency Contract Apply. All provisions of the Agency Contract documents, including any amendments, are incorporated in and shall apply to this Contract as though fully set forth herein. The Agency Contract documents may be located at the following website: www.flagstaff.az.gov and set forth in Exhibit B attached hereto and incorporated by reference. Contractor is responsible for promptly notifying City in writing of any changes to the Agency Contract.
5. Term. This Cooperative Purchase Contract shall commence upon execution by the parties and shall continue until expiration or termination of the underlying Agency Contract, unless sooner terminated by City in writing.
6. Renewal. This Cooperative Purchase Contract shall be automatically renewed if the underlying Agency Contract is renewed, for the same renewal period, unless City provides advance written notice to Contractor of its intention to non-renew.

CONTRACTOR:

By: _____

Title: _____

CITY OF FLAGSTAFF

By: _____

Title: _____

ATTEST:

City Clerk

APPROVED AS TO FORM:

City Attorney's Office

EXHIBIT A SPECIFIC REQUIREMENTS

1. Specific requirements shall be in accordance with all schedule, performance and delivery related information that will be outlined in the subsequent purchase order that is to be accepted as formal notification from the City as a Notice to Proceed with the requested order.

Parkeon will provide:

- Parkeon StradaPAL Multi-space Parking Pay Stations with color displays
- Open Platform to interface with 3rd party systems that include NuPark LPR & Citations and Whoosh! Mobile Parking Payment app
- Integrated myParkfolio back-office reporting and analysis system
- Remote flexibility for the city to make rate and message changes
- Access to the Parkeon CLOUD system to add optional services such as City News, Merchant Coupons, Fine Payment, and more

Scope of Work:

Parkeon will meet all requirements of the City. Parkeon's solution will be configured in Pay by Plate enforcement mode through the use of our StradaPAL Transfer pay stations. Parkeon will supply and provide training of the pay stations. The pay stations will:

- accept credit and debit cards, smart cards;
- interface with Whoosh! Mobile Parking Payment app
- utilize solar power,
- utilize two way wireless communications to process transactions and send real time transaction data and alarm information to City systems
- accept remote programming changes

Parkeon will provide full training on the equipment, myParkfolio back office, operations and maintenance for the various profiles of users accessing the system.

Based on current maps and space counts, the City will need 90 pay stations.

1. Services required for the City of Flagstaff, related to the system (shipping, training to 3rd party for installation, training to City).
 - a. The cost per pay station for a StradaPAL Transfer is \$6,150 and includes:**
 - credit/debit card acceptance
 - 3G modem,
 - 7 inch color display,
 - solar
 - Shipping
 - Training to City staff and 3rd party group for installation
 - 1 year parts only warranty

2. Pay Station Software System cost/station/month.

The monthly back office system fee for myParkfolio is \$57 per pay station per month and includes:

- **Reporting of all financial and maintenance information**
- **Maintenance alarms alerts sent to cell phones**
- **Credit card gateway**

- **Wireless communication fees**
- **Access to rate editor to modify/download rates**
- **Help Desk Support**

Optional Back Office Services

- **\$12 per meter per month for Validation Codes System, City News, and E-Permits**

3. Pay Station extended warranty costs after the initial warranty expires. This would not be a year 1 cost.

Extended hardware warranty cost after the standard one year warranty expires is \$425 per pay station per year. There is no deductible and there is no limit to how many times a part can be exchanged. See Hardware Warranty at the end of document.

City of Flagstaff Proposed Meter System				
Item	Quantity	Unit of Measure	Unit Price	Total Cost
StradaPAL Transfer meter, Credit card only - includes (1) one year standard warranty	90	Each	\$ 6,150	\$553,500
Shipping - included	90	included	\$ -	\$ -
Training - included	90	included	\$ -	\$ -
Annual Fee -includes CC gateway, license fees, Backoffice reporting	90	Each	\$ 57	\$ 5,130
Installation- one time fee to train contractor to installation	1	Each	\$ -	\$ 7,500
Whoosh! Mobile Parking Payment System - See note below		included	\$ -	\$ -
Total			\$ 6,207	\$566,130

Whoosh! Technical solution

The range of capabilities of the Whoosh! service makes it a real lever for boosting parking and mobility available to communities and operators and providing greater user satisfaction.

Whoosh! is available on mobiles phones, tablets, PCs, iPhone apps, Android apps, Internet/mobile, Internet SMS and Interactive Voice Response (IVR).

Whoosh! is provided as a Service and includes the following main features:

- Registration of users
- Payment of parking fees by users using their cell phone or Internet
- Processing payments flow including VISA, MASTERCARD, AMEX and DISCOVER
- Users access their account and history of their operations
- 5 years of transactions history
- User support in the use and handling of complaints with a 24/7 call center providing answers in both English and Spanish.
- Seamless integration with Parkeon's Parking system

A major advantage of the Whoosh! solution is that it is fully integrated into my Parkfolio, our back-office parking management system.

This integration allows:

- Common management (users, geographies)
- Same accounting process

- Same reports and statistics
- And most important the same process to update rates (prices and regulation) allowing us to guarantee to have the same prices for all devices from meters to cell phones.

The Whoosh! solution is based on the implementation of two different types of services:

- Providing the community with services relating to:
 - Parking: fee management, creation, registration and issuance of electronic tickets
 - Access to electronic ticket data for enforcement
 - Payment management
- Providing users parking access via cell phone:
 - Applications for Smartphones: iPhone, Android, Web Mobile
 - Internet/mobile Internet
 - Interactive Voice Response
 - SMS
 - Website information and account access
 - Call Center

The Whoosh! solution will work throughout the City of Flagstaff and on all the meters.

Whoosh! is storing all tickets in a single system whatever the mobile channel used to simplify controls.

Whoosh! also allows checking paperless parking tickets from payments made by cell phone and without needing to use a printed ticket. Enforcement is performed by checking the Parkeon database to determine if the plate/vehicle has a session/ticket active in the meter/block.

The overall system is completely designed as a service oriented architecture and is completely stateless to provide unicity of transaction.

Service Fees

In addition to the parking fee charged by Flagstaff, the Whoosh! User will pay a Service Fee of **\$0.35** per transaction for the use of the Whoosh! Service. The parking fee plus the Service Fee will be sent Flagstaff's bank through their selected merchant bank processor. Flagstaff is responsible for any fees charged by their merchant bank processor. All standard Merchant Fees will apply.

Parkeon will invoice Flagstaff on a monthly basis a fee of **\$0.35** per transaction. These fees shall be payable within twenty days of invoice date.

Parkeon reserves the right to suspend services and/or to terminate the agreement in the event of a payment delay in excess of 60 days.

Marketing and Communications

Parkeon will supply informational stickers for each meter and can supply signs as well at no cost. Flagstaff will provide the size that would work best and Parkeon will produce and ship them at no cost. Parkeon will also provide 3 ambassadors to promote and pass out flyers to local businesses and city patrons. The ambassadors will be available to the city for 5 days.

Hardware Warranty

This warranty will be valid from the date of the initial machine delivery and extend for a period of 1 year. When used in accordance with our manufacturer recommendations, every Parkeon Pay Station is warranted to be free from defects in workmanship and materials. Our liability in this respect is limited to your net purchase price, after any discounts, of any component proved defective, or, at our option, to the repair or replacement of such component upon its return to us, transportation charges pre-paid.

Replacement parts will be shipped upon receipt of the faulty part. Should time-in-service be a critical issue, we strongly suggest [the client] pre-purchase a replacement parts service contract. The defective part can be replaced from the client stock and Parkeon will replenish the client stock upon receipt of the defective part.

This warranty does not include "wear and usage items" such as paper, batteries, etc.

Labor is not covered under this hardware warranty. [The client] will perform the actual part removal and replacement at the Pay Station. Parkeon can perform on-site support under a separate service agreement, or on a case-by-case basis at our then published on-site service cost.

Any repair of damage resulting from acts of vandalism, accident (vehicle impact), failure in the electricity supply, operator error, (e.g. but not limited to: no ticket stock, no coin box fitted, wrong time/date) or the use of non-approved ticket stock on the Pay Station, or rust attack, is not covered under this agreement. PARKEON will provide estimates of this repair cost upon receipt of a written request by from [the client]. The terms "vandalism" or "vandalized" shall mean any willful damage caused to the Pay Station (break-ins etc.), which affects the appearance or operation of the Pay Station or interferes with the normal use of the Pay Station.

Alterations made to the equipment by the client may be may result in this warranty being voided in its entirety. Parkeon makes the final determination of the extent of any warranty impact due to the modification of the equipment by the client.

Current Proposed Meter System (estimated) total cost - \$566,130.00

Notices: All notices to City shall be sent to:

Buyer: Damian Gallegos
Purchasing Department
211 W. Aspen Drive
Flagstaff, Arizona 86001
(928) 213-2279

EXHIBIT B

National Cooperative Purchasing Alliance Solicitation, Parkeon Proposal Response and Award Letter



RFP - Parking Meters, Single and Multi Space.Parkeon.pdf



Parkeon Proposal Response To RFP.pdf



Parkeon 2nd Year Renewal Letter.pdf