




**CITY OF DANIA BEACH
COMMUNITY DEVELOPMENT DEPARTMENT
STAFF REPORT**

DATE: January 28, 2014
TO: Robert Baldwin, City Manager
FROM: Marc LaFerrier, AICP, Director 
SUBJECT: Approval of Resolution to purchase five (5) Parking Meters

Action on this agenda item was continued from the City Commission's meeting of January 14th, 2014. At the meeting, the Commission had requests for additional information. The following is a response to the Commission's questions and additional information that is intended to supplement the previous Agenda Item (attached):

"Piggy-Back" Bid processes: The City was able to use the competitive bid process from Lee County for this purchase. This approach is called a "piggy-back" bid. The "piggy-back" bid process is provided by Florida Statute and Dania Beach ordinance. The "piggy-back" bid process allows cities to utilize an expedited process that also provides for bulk pricing, competitive bidding and expanded goods and services used by other jurisdictions in Florida. The City was further able to obtain a reduced price per meter.

Comparison of prices: The following is a list of per meter prices:

Manufacturer's regular price:	\$15,416/meter
"Piggy-back price" from Lee County:	\$14,334/meter
Dania Beach price:	\$12,719/meter
Price paid by Pompano Beach:	\$15,243/meter
Price paid by Delray Beach:	\$11,572/meter without solar panels (add \$1,090/meter for solar panels)
Price paid by Ft. Lauderdale	\$12,281/meter (bid has expired)

Warranty: Manufacture warranty is one year with support/maintenance for hardware, software and firmware with a five year on corrosion of the exterior. The one year warranty is standard in the industry.

Rate of Payback: In FY 2013, the average revenue received per meter was \$99,820. Projected 10 year revenue per meter is \$998,200. Projected weekly revenue per meter is \$1,919. Cost of meter: \$12,719. = 6.6 weeks of revenue to repay cost to purchase a meter.

Age and condition of existing meters: Existing meters are 5 to 7 years old. Maintenance for existing meters FY 2013 is \$14,370.00 to keep them operational

Life expectancy of new meters: approximately 8 to 10 years

Comparison of features of existing and new meters: New meters have less mechanical parts to repair and more corrosion resistance design/parts. Rates can be changed as needed without manufacture support and display can be programmed to say whatever may be needed. The new meters can support pay-by-space, pay-by-phone and pay-by-tag. This particular parking machine was chosen for its reliability in the South Florida seaside environment. These meters are being used and recommended for use by surrounding cities (i.e. Hollywood, Ft. Lauderdale, Pompano Beach and Delray Beach). Staff met with Pompano Beach and Ft. Lauderdale to research/investigate meter operation, maintenance, reliability and customer service matters. In conclusion, these cities provided positive responses. The City purchased two trial parking machines last year that have performed well since installation.

STAFF RECOMMENDATION

Approval



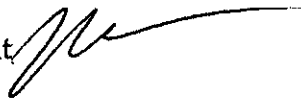
City of Dania Beach
Community Development Department

100 West Dania Beach Blvd · Dania Beach, FL 33004 · (954) 924-6805 · (954) - 922-2687 (fax)

MEMORANDUM

TO: Mayor Walter B. Duke, III
Vice Mayor Chickie Brandimarte
Commissioner Bobbie H. Grace
Commissioner Albert C. Jones

FROM: Robert Baldwin, City Manager

BY: Marc LaFerrier, AICP, Director of Community Development 

DATE: December 17, 2013

RE: Approval of Resolution to purchase five (5) Parking Meters

Introduction and Background

The City Commission approved the purchase of five (5) parking meters in FY2014 Capital Budget. This purchase will allow improved performance to the Parking Enforcement Division when dealing with collections, meter repair as well as ease of operation for the customer.

Staff requests the City Commission to authorize the City Manager to pay an amount not to exceed the sum of \$65,000.00 to Harrington Resources Inc. for the purchase of five (5) parking meters. Last July the City installed two (2) of these meters at the City's Ocean Park parking lot. The new meters have performed without incident or interruption since installation. Furthermore, these types of meters have additional functional options such as; pay-by-phone and pay-by-space, that the City may utilize at a future date when all the meters at the beach are replaced. The Fiscal Year 2013-2014 annual budget to purchase such equipment with funds from the Parking Fund Account, Account No. 404-45-02-545-64-30.

Recommendation

Staff recommends approval of Resolution to purchase for five (5) parking meters in the amount not to exceed the sum of \$65,000.00.

LEE COUNTY, FLORIDA
PROPOSAL QUOTE FORM
FOR

DIGITAL PAYMENT TECHNOLOGIES PARKING SYSTEMS AND PARTS

DATE SUBMITTED: 04/30/13

VENDOR NAME: HARRINGTON RESOURCES Inc., dba PARKER SYSTEMS

TO: The Board of County Commissioners

Lee County

Fort Myers, Florida

Having carefully examined the "General Conditions", and the "Detailed Specifications", all of which are contained herein, the Undersigned proposes to furnish the following which meets these specifications:

NOTE REQUIREMENT: IT IS THE SOLE RESPONSIBILITY OF THE VENDOR TO CHECK LEE COUNTY PROCUREMENT MANAGEMENT WEB SITE FOR ANY PROJECT ADDENDA ISSUED FOR THIS PROJECT. THE COUNTY WILL POST ADDENDA TO THIS WEB PAGE, BUT WILL NOT NOTIFY.

The undersigned acknowledges receipt of Addenda numbers: NONE

SECTION 1:

DIGITAL PAYMENT TECHNOLOGIES LUKE II PAY STATION CONFIGURED AS

FOLLOWS:

- Cold Rolled Steel Cabinet (standard color)
- Solar Power (Must have the capability of running on direct 120 VAC as well)
- 2" Printer
- Alphanumeric Key Pads
- CC/Coin/Bill Payment Panel
- Dual Credit Card Reader
- 1000 Note Bill Validator
- Coin Acceptor and Coin Bag
- Keys (two sets)
- Software Licenses
- 1000 Note Bill Stacker
- Freight

TOTAL COST EACH

\$14,334.50 **

** Includes Freight estimated at \$800.00 each and (1) Spare Bill Stacker @ \$363.75



SECTION 2:

PARTS

List Price Less Percent of Discount = Price of the Parts

\$32,000 (Approximate amount of Parts) – Discount 25% = \$24,000

GRAND TOTAL (SECTIONS 1 & 2)

\$38,334.50

TO BE DELIVERED WITHIN 45 CALENDAR DAYS AFTER RECEIPT OF AWARD AND PURCHASE

ORDER.

WILL YOU DELIVER WITH YOOUR OWN VEHICLE AS OPPOSED TO COMMON CARRIER?

YES _____ NO XXX

Quoters should carefully read all terms and conditions of the specifications. Any representation of deviation or modification to the quote may be grounds to reject the quote.

Are there any modifications to the quote or specifications?

YES _____ NO XXX

Failure to clearly identify any modifications in the space below or on a separate page may be grounds for the quoter being declared nonresponsive or to have the award of the quote rescinded by the County.

MODIFICATIONS:

None

Bidder shall submit his/her bid on the County's proposal Quote Form, including the firm name and authorized signature. Any blank spaces on the Proposed Quote Form, qualifying notes or exceptions, counter offers, lack of required submittals, or signatures on County's Form may result in in the Bidder/Bid being declared nonresponsive by the County.

ANTI-COLLUSION STATEMENT

THE BELOW SIGNED BIDDER HAS NOT DIVULGED TO, DISCUSSED OR COMPARED HIS BID WITH OTHER BIDDERS AND HAS NOT COLLUDED WITH ANY OTHER BIDDER OR PARTIES TO A BID WHATSOEVER. NOTE: NO PREMIUMS, REBATES OR GRATUITIES TO ANY EMPLOYEE OR AGENT ARE PERMITTED EITHER WITH, PRIOR TO, OR AFTER ANY DELIVERY OF MATERIALS. ANY SUCH VIOLATION WILL RESULT IN THE CANCELLATION AND/OR RETURN OF MATERIALS (AS APPLICABLE).

FIRM NAME: Harrington Resources Inc., dba PARKER SYSTEMS

BY (PRINTED): Lynda Harrington

BY (Signature): *Lynda Harrington*

TITLE: President

FEDERAL ID# OR S.S.#: 59-3457804

ADDRESS: 12938 Mallory Circle, Ste 102,

Orlando FL 32828

PHONE NO: 407-482-8006

FAX NO: _____

CELLULAR PHONE/ PAGER NO: 407-432-0869

DUNS#: _____

LEE COUNTY LOCAL BUSINESS TAX ACCOUNT NUMBER:

E-MAIL ADDRESS: Lynda@parkersystemsplace.com

DISADVANTAGED BUSINESS ENTERPRISE (DBE): _____

AFFIDAVIT CERTIFICATION
IMMIGRATION LAWS

SOLICITATION NO: IFB130392

NAME: DIGITAL PAYMENT TECHNOLOGIES PARKING SYSTEMS AND PARTS

LEE COUNTY WILL NOT INTENTIONALL AWARD COUNTY CONTRACTS TO ANY CONTRACTOR WHO KNOWINGLY EMPLOYS UNAUTHORIZED ALIEN WORKERS, CONSTITUTING A VIOLATION OF THE EMPLOYMENT PROVISIONS CONTAINED IN 8 U.S.C. SECTION 1324 a(e) {section 274A€ OF THE IMMIGRATION AND NATIONALITY ACT ("INA").

LEE COUNTY MAY CONSIDER THE EMPLOYEMNT BY ANY CONTRACTOR OF UNAUTHORIZED ALIENS A VIOLATION OF SECTION 274A (e) OF THE INA. SUCH VIOLATION BY THE RECIPIENT OF THE EMPLOYEMNT PROVISIONS CONTAINED IN SECTION 274A (e) OF THE INA SHALL BE GROUNDS FOR UNILATERAL CANCELLATION OF THE CONTRACT BY LEE COUNTY.

BIDDER ATTESTS THAT THEY ARE FULLY COMPLIANT WITH ALL APPLICABLE IMMIGRATION LAWS (SPECIFICALLY TO THE 1986 IMMIGRATION ACT AND SUBSEQUENT AMENDMENTS).

Company Name: Harrington Resources Inc., dba PARKER SYSTEMS

Lynda Harrington President 5/1/13

Signature Title Date

STATE OF Florida COUNTY OF Orange

The foregoing instrument was signed and acknowledged before me this 1st day of May 2013, by Lynda L Harrington who has produced

FL Driver License H652-532-57-558-0 as identification.

(Type of Identification and Number)

Hector J. Mendez
Notary Public Signature

Hector J. Mendez
Printed Name of Notary Public

EE 857325/12/10/2016
Notary Commission Number/Expiration



The signee of this Affidavit guarantee, as evidenced by the sworn affidavit herein, the truth and accuracy of this affidavit to interrogatories hereinafter made. **LEE COUNTY RESERVES THE RIGHT TO REQUEST SUPPORTING DOCUMENTATION, AS EVIDENCE PROVIDED, AT ANY TIME.**

LEE COUNTY PROCUREMENT MANAGEMENT - BIDDERS CHECK LIST

IMPORTANT: Please read carefully and return with your bid proposal. Please check off each of the following items as the necessary action is completed:

- 1. The Solicitation has been signed and with corporate seal (if applicable).
- 2. The Solicitation prices offered have been reviewed (if applicable).
- 3. The price extensions and totals have been checked (if applicable).
- 4. Substantial and final completion days inserted (if applicable).
- 5. The original (must be manually signed) and 1 hard copy original and others as specified of the Solicitation has been submitted.
- 6. Two (2) identical sets of descriptive literature, brochures and/or data (if required) have been submitted under separate cover.
- 7. All modifications have been acknowledged in the space provided.
- 8. All addendums issued, if any, have been acknowledged in the space provided.
- 9. Licenses (if applicable) have been inserted.
- 10. Erasures or other changes made to the Solicitation document have been initialed by the person signing the Solicitation.
- 11. Contractor's Qualification Questionnaire and Lee County Contractor History (if applicable).
- 12. DBE Participation form completed and/or signed or good faith documentation.
- 13. Bid Bond and/or certified Check, (if required) have been submitted with the Solicitation in amounts indicated.
- 14. Any Delivery information required is included.
- 15. Affidavit Certification Immigration Signed and Notarized
- 16. Local Bidder Preference Affidavit (if applicable)
- 17. The mailing envelope has been addressed to:

MAILING ADDRESS	PHYSICAL ADDRESS
Lee County Procurement Mgmt.	Lee County Procurement Mgmt.
P.O. Box 398 or	1825 Hendry St 3 rd Floor
Ft. Myers, FL 33902-0398	Ft. Myers, FL 33901
- 18. The mailing envelope **MUST** be sealed and marked with:
 Solicitation Number _____
 Opening Date and/or Receiving Date _____
- 19. The Solicitation will be mailed or delivered in time to be received no later than the specified opening date and time. (Otherwise Solicitation cannot be considered or accepted.)
- 20. If submitting a "NO BID" please write Solicitation number here _____ and check one of the following:
 _____ Do not offer this product _____ Insufficient time to respond.
 _____ Unable to meet specifications (why)
 _____ Unable to meet bond or insurance requirement.
 Other: _____

Company Name and Address:
 Harrington Resources Inc
 974 Cherry Valley way
 Orlando FL 32828



Changing the way the world looks at parking...One system at a time

April 30, 2013

Lee County Procurement Management
1825 Hendry Street, 3rd Floor
Fort Myers FL 33901
Attn: Cathy Ciccarelli,
Procurement Analyst

RE: Request for Informal Bid -- Number IFB130392

Dear Ms. Ciccarelli:

Parker Systems and Digital Payment Technologies Corp. (DPT) are pleased to submit the enclosed proposal to address the Lee County Request for Informal Bids. In preparing this submission, we have provided the County with a solution which will meet both its immediate and future parking requirements.

Our proposal centers around LUKE II Multi-Space Pay Stations which are currently deployed throughout North America in major cities, universities, and parking operations.

The proposal includes:

- Luke II pay stations supporting Coin/ Bill/Credit Card/Smart Cards/Wireless/Solar
- Back Office Software to perform wireless changes to the pay station configuration
- All shipping, project management, and warranty for 1 year

Delivery:

Parker Systems is committed to implement the project 6 weeks after the receipt of the Purchase Order (PO).

Functionality

The proposed solution meets all the technical and non-technical requirements in the RFP. Furthermore, our solution will also offer the following functionality:

- The Request for Bids requires for the pay stations to support Pay-By-Space (PBS) and Pay-And-Display (P&D) schemes at the same time. We are pleased to offer additional Pay-By-License Plate (PBP) support on the same pay stations without any additional hardware or

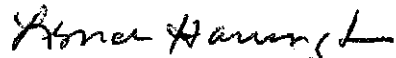
software. PBP brings the benefit of Pay-By-Space and Pay-and-Display. Information for PBL is enclosed with the Bid submittals.

- Ability to pay by cell phone or extend time for pay-station initiated parking transactions via text (SMS) messaging.
- Ability to pay by cell phone or extend the time by phone.
- Ability to accept and recharge Smart Cards at the Pay Stations using coin, bills, or Credit Cards.
- **Proven support of multiple wireless network communications such as:**
 - WiFi (802.11) – the largest installation in North America
 - GSM (T-Mobile, Cingular)
 - CDMA (Verizon)

All of the above capabilities are based on an open architecture combining the latest technical advancements in programming and wireless communications. New capabilities can be added at a future date very easily and cost effectively. Furthermore, DPT already integrates with the best in class technologies (such as space sensors, other citation companies, license-plate-recognition (LPR) systems, etc.

Included with our submittals are the insurance certificates required and our statement of exemption for Worker's Compensation Insurance. We will anticipate a favorable review of our bid submittal and look forward to continuing our great supplier relationship with Lee County Parks and Recreations.

Sincerely,



Lynda Harrington
President

April 30, 2013

Lee County Board of County Commissioners
Attn: Cathy Ciccarelli
Procurement Analyst
1825 Hendry Street - 3rd Floor
Fort Myers FL 33901

RE: Digital Payment Technologies & Parker Systems

Dear Cathy:

As a global leader in parking technology, Digital Payment Technologies provides high quality, reliable products that are enhanced by our select distribution network. In order to provide the highest level of support, our Distributors are fully trained on our hardware including the 100% PCI Compliant Luke and Luke II Parking Pay Stations and our proprietary software including our industry leading BOSS (BackOffice Support System) and EMS (Enterprise Management System). Parker Systems, a Florida corporation located at 12938 Mallory Circle, Suite 102, Orlando, Florida 32825 is the official, sole source Distributor for Digital Payment Technologies throughout Lee County. As such, Parker Systems is the only Distributor authorized to sell, deliver, and service Digital Payment Technologies products and warranty services for Lee County Installations.

We are proud of our alliance and partnership with Parker Systems, and through them, look forward to continuing to serve your parking needs for the future. Should you have any questions, please do not hesitate to contact me at 305-776-9757.

Sincerely,



J. David Hoyt, CPFM
Regional Sales Manager

330-4260 Still Creek Drive Burnaby BC Canada V5C 6C6

Tel ☞ 604.688.1959 Fax ☞ 604.629.1867 Toll Free ☞ 888.687.6822



JEFF ATWATER
CHIEF FINANCIAL OFFICER

STATE OF FLORIDA
DEPARTMENT OF FINANCIAL SERVICES
DIVISION OF WORKERS' COMPENSATION

**** CERTIFICATE OF ELECTION TO BE EXEMPT FROM FLORIDA WORKERS' COMPENSATION LAW ****

NON-CONSTRUCTION INDUSTRY EXEMPTION

This certifies that the individual listed below has elected to be exempt from Florida Workers' Compensation law.

EFFECTIVE DATE: 5/7/2013 EXPIRATION DATE: 5/7/2015
PERSON: HARRINGTON LYNDAL
FEIN: 593457804

BUSINESS NAME AND ADDRESS:

HARRINGTON RESOURCES IN
974 CHERRY VALLEY WAY
ORLANDO FL 32828

SCOPES OF BUSINESS OR TRADE:

VENDING OR COIN
OPERATED MACHI

Pursuant to Chapter 440.05(14), F.S., an officer of a corporation who elects exemption from this chapter by filing a certificate of election under this section may not recover benefits or compensation under this chapter. Pursuant to Chapter 440.05(12), F.S., Certificates of election to be exempt.. apply only within the scope of the business or trade listed on the notice of election to be exempt. Pursuant to Chapter 440.05(13), F.S., Notices of election to be exempt and certificates of election to be exempt shall be subject to revocation if, at any time after the filing of the notice or the issuance of the certificate, the person named on the notice or certificate no longer meets the requirements of this section for issuance of a certificate. The department shall revoke a certificate at any time for failure of the person named on the certificate to meet the requirements of this section.

DFS-F2-DWC-252 CERTIFICATE OF ELECTION TO BE EXEMPT REVISED 07-12

QUESTIONS? (850)413-1609



Changing the way the world looks at parking...One system at a time

April 30, 2013

Lee County Procurement Management
Attn: Cathy Ciccarelli,
Procurement Analyst
1825 Hendry Street, 3rd Floor
Fort Myers FL 33901

RE: Worker's Compensation Exemption

Dear Cathy:

Please accept this letter as our statement of Exemption for Worker's Compensation Insurance, pursuant to Florida Statute (Chapter 440) for "Non Construction Industry" firms.

As President of Harrington Resources Inc., dba PARKER SYSTEMS, I attest and affirm that we currently employ a total of two (2) employees within our firm, thereby qualifying for this exemption.

Should you have any questions, or need additional information, please do not hesitate to contact me.

Regards,

A handwritten signature in black ink, appearing to read "Lynda Harrington".

Lynda Harrington

President



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
04/30/2013

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).


PRODUCER Rodriguez Insurance Agency PO Box 720128 Orlando, FL 32872 Phone (407)482-3314 Fax (407)482-3370	CONTACT NAME: WILLIAM RODRIGUEZ PHONE (A/C. No. Ext.): (407)482-3314 FAX (A/C. No.): (407)482-3370 E-MAIL ADDRESS: william@rinsurancefl.com													
	<table border="1"> <tr> <th>INSURER(S) AFFORDING COVERAGE</th> <th>NAIC #</th> </tr> <tr> <td>INSURER A:</td> <td></td> </tr> <tr> <td>INSURER B: INTEGON NATIONAL INSURANCE COMPANY</td> <td></td> </tr> <tr> <td>INSURER C:</td> <td></td> </tr> <tr> <td>INSURER D:</td> <td></td> </tr> <tr> <td>INSURER E:</td> <td></td> </tr> <tr> <td>INSURER F:</td> <td></td> </tr> </table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A:		INSURER B: INTEGON NATIONAL INSURANCE COMPANY		INSURER C:		INSURER D:		INSURER E:		INSURER F:
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INSURER E:														
INSURER F:														
INSURED HARRINGTON RESOURCES INC 12938 Mallory Cir #102 Orlando FL 32828 407-432-0869														

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	GENERAL LIABILITY <input type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR <input type="checkbox"/> <input type="checkbox"/> GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC						EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$ \$
B	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS <input type="checkbox"/>	N	N	2001492637	07/27/2012	07/27/2013	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000.00 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		N/A				<input type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYE \$ E.L. DISEASE - POLICY LIMIT \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

CERTIFICATE HOLDER LEE COUNTY BOARD OF COUNTY COMMISSIONERS PO BOX 398 FORT MYERS FL 33902	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN 30 DAYS ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE 
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DIGITAL PAYMENT TECHNOLOGIES CORP.

PRODUCT WARRANTY

This document describes the warranty services purchased by you ("Customer") from Digital Payment Technologies Corp. ("DPT") for hardware, software and firmware services for pay station products.

- All DPT products are covered under an initial one year limited warranty from defects in materials or workmanship.
- Continued warranty coverage may be purchased at the end of the first year through the extended warranty program.

If a product proves defective under normal use during the warranty period, DPT at its option will either repair or replace the product as described below. Spare, repaired or replacement parts will be covered under warranty for 90 days or to the end of the warranty period of the unit to which they are attached, whichever comes last.

EXCEPT AS OTHERWISE CONFIRMED IN WRITING BY DPT, THERE ARE NO OTHER WARRANTIES EXPRESSED OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT. DPT reserves the right to change the terms and conditions of warranty coverage upon notice from time to time. Warranty coverage will be suspended if Customer fails to pay for equipment and/or services under the terms listed on the quotation or Customer contract. DPT WILL NOT BE LIABLE FOR INCIDENTAL, INDIRECT, CONSEQUENTIAL OR SPECIAL DAMAGES, LABOR COSTS, LOSS OF DATA OR LOSS OF REVENUE ARISING OUT OF OR IN CONNECTION WITH PRODUCT USE OR PERFORMANCE. DPT'S RESPONSIBILITY TO REPAIR OR REPLACE THE DEFECTIVE PRODUCT IS THE SOLE AND EXCLUSIVE REMEDY PROVIDED TO CUSTOMER FOR BREACH OF THESE WARRANTIES.

Some provinces, states or countries do not allow the exclusion or limitation of incidental or consequential damages, so the above limitation may not apply to you.

OVERVIEW OF WARRANTY SERVICES

DPT's standard one-year limited warranty and extended warranty services include support and maintenance for hardware, software and firmware products as follows:

- access to 24 x 7 telephone and email support including free telephone support during business hours for setup, installation and support matters and discounted telephone support outside business hours.
- repair or replacement of defective parts, including free one way shipping.
- free software maintenance releases and upgrades (for the first year).

The one-year limited warranty commences seven days from the date the products are shipped to Customer. The warranty services also include the following specific hardware, software and firmware services listed below.

HARDWARE WARRANTY SERVICES

1. DPT may repair or replace defective parts with new parts or with reworked parts equivalent to new parts in performance.
2. If certain parts that DPT designates as "Customer replaceable" fail, DPT will provide the Customer with a replacement part. It will be the Customer's obligation to install the replacement part(s) and return the replaced part(s) in unaltered form to DPT as instructed.
3. Changing or tampering with electrical equipment bearing the Canadian Standards Association ("CSA") mark may result in loss of certification. Customers may re-certify at their own expense by contacting CSA International directly. This does not apply to out of box failures immediately following installation.

FIRMWARE WARRANTY SERVICES

1. **Firmware Updates.** Firmware support is available for device level software including printers, bill acceptors and coin acceptors. Firmware updates will be available via a download utility for installation by Customer. DPT will provide remote installation assistance where required.

Spare parts replacements can include installed firmware and where possible, the firmware version in the installed parts will be set at the same version level as the parts replaced. Otherwise, the firmware will be set to the most current version.

2. **Chargeable Firmware Upgrades.** Chargeable firmware upgrades, together with installation support, include:
 - firmware upgrades for new currency releases issued by governments.
 - firmware releases which add optional improvements to the product.
 - on-site assistance required by the Customer to install downloadable firmware upgrades.

SOFTWARE WARRANTY SERVICES

DPT's software maintenance and support services include:

1. Replacement of defective media upon e-mail notification to DPT. Emergency software may be provided in the course of troubleshooting and problem resolution.
2. Free software upgrades.
3. The services below are not covered under software warranty and will be charged separately:
 - Installation / update services.
 - Backup and recovery of software, other computer programs, or data.
 - On-site services.
 - System restoration (i.e. reloading of software, and data).
 - Additional copies of software media.
 - Training queries and consulting services.

CUSTOMER RESPONSIBILITIES

1. **Proper Maintenance.** Before contacting DPT for warranty services, Customer should ensure it is following proper operation and maintenance of the hardware, firmware and software in accordance with DPT's recommendations and requirements in the product documentation and user manuals. Products must also be in compliance with IEEE standards for electrical power and grounding quality. Customers should inform DPT of changes in product locations.
2. **Customer Efforts.** Use reasonable efforts to assist DPT in diagnosing and performing repairs, including but not limited to: making Customer personnel available on site to perform reasonable troubleshooting and remedial corrective maintenance activity; providing direct phone or electronic contact between DPT's phone agent and Customer personnel; providing remote access to the defective equipment.
3. **Computer Requirements.** Ensure that the software is installed on a computer that meets or exceeds the minimum requirements as outlined in the BOSS and EMS User Guides. The Customer acknowledges that upgrades to the software and increases in the size of databases may require upgrades to the computer hardware. Customer is responsible for any computer upgrades that may be required.
4. **Software Responsibilities.** For software issues, Customer is responsible for installation, testing and operation of software and all upgrades. For all DPT software, the customer is responsible for operating its equipment, providing back-up equipment and services upon product failure, isolating and documenting software problems, safeguarding all programs' data and removable storage media and reloading programs and data.
5. **Replication of Problems.** Customer may be asked to (i) replicate software problems at the Customer's site utilizing the unaltered version of the software experiencing the problem, and (ii) provide a copy of an unaltered version of the defective software to DPT.
6. **Isolating Problems.** Remove all features, parts, options, alterations and attachments not supplied by DPT as part of the products to help diagnose where the problem is occurring.
7. **On Site Assistance.** If on site assistance is required, Customer should not permit anyone other than DPT or a DPT certified reseller to perform service on products under warranty, unless directed by DPT.

EXCLUSIONS

Items not covered under warranty. Certain service activities and materials are not covered by DPT's warranty and will be charged to the Customer at the prevailing hourly rate for the service requested. These include, but are not limited to, warranty claims in connection with:

- Alterations or attachments not provided by DPT, approved by DPT in writing, or compatible with DPT's standard interfaces.
- Third party delivered services or attachments (other than Digital Connect) that could include electrical and networking interfaces (GSM, CDMA, Wi-Fi and Ethernet).
- Any negligence, misuse, or abuse by Customer or a third party including theft or vandalism.
- Failure to perform regular cleaning, inspection, adjustment or preventive maintenance activities or to follow proper procedures for operation in accordance with DPT recommendations as set out in the user manuals and documentation
- Movement of products by anyone other than DPT or a certified DPT reseller.
- Failure to adhere to DPT installation or site preparation standards.
- Damage resulting from extreme weather conditions, such as flooding, lightning, fires or any act of force majeure.

- Hardware upgrades as a result of changes in rules or regulations outside of DPT's control (for example, changes to PCI Data Security Council requirements).
- Training issues not covered in the user manuals which are charged on an hourly basis. Arrangements for training can be made through your Regional Sales Manager or local authorised Reseller.
- Unless otherwise agreed in writing, DPT shall not assume the warranty obligations of any other party.
- Batteries, locks and keys are limited to a 30-day replacement warranty. USB keys may be replaced within 90 days of purchase. Any services requested in connection with locks or lock components are charged on an hourly basis. All other consumable items are excluded from warranty coverage.

OBTAINING WARRANTY SERVICES

1. **Obtaining warranty service.** To obtain warranty service for DPT products located in North America, please contact DPT Customer Service using one of the following options:

Phone: 888.687.6822

E-mail: support@digitalpaytech.com

Web: support.digitalpaytech.com

A DPT support specialist will determine if the product is experiencing a problem covered under warranty. DPT will repair or, at its discretion, exchange defective products or parts.

2. **Software warranty service.** Customers must provide the hardware configuration and serial number of the system running the software with the problem, its physical location, the name, release and version number of the operating system software and a description of the problem.
3. **Returning parts or products.** Parts or products under warranty which DPT deems to be defective should immediately be returned for replacement, together with the Return Merchandise Authorization ("RMA") number issued to you. Parts or products must be packaged in accordance with DPT instructions with the RMA number clearly visible. All return shipping costs are the responsibility of the Customer. DPT will notify you when we ship the replacement part or product and all defective parts or products must be returned to us within 30 days of such notice to avoid any charges. Late return of defective parts will result in you being invoiced for the full amount of the replacement part issued to you. DPT will repair all defective parts received outside of the 30 day time period and will return them to you. Returned defective parts or products which do not require immediate replacement will be repaired and returned to you at no charge. If returned parts are defective due to any of the exclusions outlined above, you will be charged for the full value of the replacement part issued.

Pay-by-License Plate



Make Parking Easier and More Efficient

Pay-by-License Plate (PBL) offers municipalities and parking operators a more efficient way to manage their parking operations while at the same time increases revenue. PBL is the gateway to an ecosystem of tools and services that streamline parking operations from enforcement to financial reporting. Consumers also appreciate the improved parking experience provided by PBL. There are no space numbers to remember, no paper permits to display, and adding time to a parking session is easier than ever.

Why Pay-by-License Plate?

PBL works in much the same way as Pay-by-Space, the difference being that instead of entering a space number, the consumer enters their license plate number when purchasing parking. Enforcement operations also use vehicle license plate numbers to verify which vehicles have a valid permit. PBL uses the license plate number as the key identifier allowing parking systems such as multi-space pay stations, pay-by-phone services, parking permit programs, enforcement operations, and citation management systems to share information seamlessly.

Pay-by-License Plate Benefits

Higher Potential Revenue

When used in on-street parking, PBL does not require designated spaces, so the number of vehicles able to park per block is not fixed. For example, a city block that would normally accommodate eight vehicles using single-head meters or Pay-by-Space, can now accommodate eight full size vehicles, 16 Smart cars, or 32 motorcycles using PBL. The same benefits can be seen off-street in unmarked lots such as overflow or event parking. Also, with the vehicle license plate number printed on each permit, pass-back and fraudulent bulk purchases are eliminated.



More Efficient Enforcement

PBL works seamlessly with license plate recognition (LPR) enforcement systems. These systems use handheld or vehicle-mounted cameras to scan license plate numbers and verify that the vehicles have a valid permit. If a vehicle does not have a valid permit, a citation is issued. PBL used with LPR systems reduces human error in the enforcement process and allows enforcement personnel to patrol larger areas in less time. PBL also provides an additional identifier for use during the citation adjudication process.

Mobile Payment Integration

DPT's Extend-by-Phone service along with traditional pay-by-phone systems works extremely well with PBL as all technologies are license plate-based systems. As a result, transaction information is easily shared with LPR enforcement systems.

No Space Marking Costs

Since PBL does not rely on space numbers, the costs associated with installing or painting space numbers are eliminated. In addition, costs associated with space number maintenance such as cleaning, repairs, and snow removal to ensure each space number is always visible are eliminated.

Easier for People to Use

PBL makes paying for parking easier as consumers only have to remember their license plate and not various space numbers. There's no paper permit to display and consumers can even pay for their parking using any pay station or their mobile phone. Also, consumers can add time to their parking session just as easily using their mobile phone or the nearest pay station.

Pay-by-License Plate Applications

On-Street Parking

PBL is ideal for on-street parking as it allows for more revenue (vehicles) per block and eliminates occurrences of permit pass-back. Enforcement vehicles equipped with LPR systems allow for faster,

more efficient enforcement patrols. Also, since there are no costs related to installing or maintaining space markings, PBL reduces operational expenses.

Off-Street Parking

PBL is well suited for off-street parking in surface lots and garages, especially in the case of unmarked lots used for event and overflow parking. In addition, efficiencies realized with LPR enforcement reduce operational costs as larger areas can be patrolled in less time. As with on-street applications, off-street operational expenses are reduced as there are no costs related to installing or maintaining space numbers.

Pay-by-License Plate from DPT

Increased Flexibility

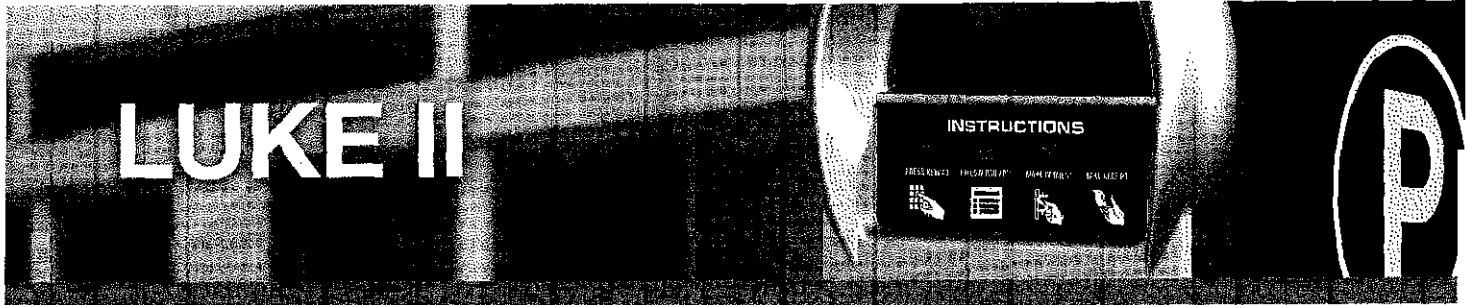
PBL is a third operating mode now standard on all DPT pay stations. DPT pay stations can operate in Pay-and-Display (PND), Pay-by-Space (PBS), or Pay-by-License Plate (PBL) mode, enabling parking operators to easily select the mode best suited to their needs.

Interface Continuity

PBL uses the same easy-to-use pay station interface that consumers are familiar with on DPT pay stations. The only change is a new alphanumeric keypad that allows consumers to enter their license plate number.

How Pay-by-License Plate Works

- » Park vehicle
- » Go to pay station and enter license plate number
- » Purchase parking
- » Collect receipt



Multi-Space Pay Station

Public and private parking operators are realizing the benefits of multi-space pay stations: increased revenue, reduced operational costs, and superior customer service, to name just a few. Consumers also enjoy the added convenience, diverse payment options, and ease of use provided by pay stations. LUKE II is a highly secure, flexible pay station suitable for on- and off-street deployments. LUKE II fulfills customer service expectations and delivers superior performance and significant contributions to operators' top and bottom line.

LUKE II Features for Consumers

- Range of convenient payment options, such as coins, bills, credit cards, smart cards, value cards, campus cards, coupons, and even Pay-by-Phone
- Contactless payments for rapid parking transactions
- Large color screen that is easy to read
- Prompts in multiple languages
- Ability to pay for parking or extend time at any pay station in the system
- Coin escrow refunds consumers' money upon a cancelled transaction
- 38-key full alphanumeric keypad for easy license plate entry
- Easily recognizable design identifies machine to consumers as a parking pay station

LUKE II Features for Parking Operators

- Separate maintenance and collections compartments for enhanced security
- Theft-resistant design to protect coins, bills, and internal components
- Enhanced locking mechanism and electronic lock support for added security
- PCI compliant and PA-DSS validated system ensures credit card data security
- Pay-and-Display, Pay-by-Space, and Pay-by-License Plate on the same pay station
- Remote configuration of rates and policies saves time and money
- Integration with leading parking technology partners for a complete solution
- Flexible rate structures, diverse payment options, and the elimination of 'piggybacking' can enable up to an 80 percent increase in revenue
- Reduced maintenance and collections costs
- Real-time credit card processing to reduce processing fees and eliminate bad debt
- Real-time reporting and alarming
- Complete audit trail and rich analytics

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"SEALED BID"

SUBMITTED BY: Harrington Resources Inc., dba PARKER SYSTEMS
TITLE: Digital Payment Technologies Parking Systems and Parts
BID NUMBER: IFB130392
OPENS: May 2, 2013 - 2:30 PM

DELIVER TO:
Lee Courty Procurement Management
1825 Hendry Street, 3rd Floor
Fort Myers FL 33901

HARRINGTON RESOURCES INC.
DBA PARKER SYSTEMS
IFB130392

13 MAY 2 AM 9:32

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