



CONTRACT FOR A PARKING MANAGEMENT SYSTEM FOR THE UNIVERSITY OF NEVADA, LAS VEGAS

This Contract ("**Contract**") is made effective as the date last signed below by any authorized signatory (the "**Effective Date**") by and between the Board of Regents of the Nevada System of Higher Education ("**NSHE**"), on behalf of the University of Nevada, Las Vegas, Parking & Transportation Services Department, ("**UNLV**") and iNET Incorporated dba iParq, a Delaware Corporation, EIN 37-1566208 ("**Contractor**"), and is based on the following facts.

RECITALS

UNLV requires a contractor capable of providing a parking management system.

On February 16, 2012, UNLV issued its Request for Proposal No. 544-LN (the "**RFP**") seeking proposals from qualified Contractors to provide a parking management system.

On March 29, 2012, Contractor submitted a proposal ("**Proposal**") in response the RFP.

On August 22, 2012, UNLV selected Contractor's Proposal as the one best suiting its needs.

Based on the foregoing Recitals, and for other valuable consideration, the parties agree as follows:

AGREEMENT

ARTICLE I TERM

A. INITIAL TERM

The Contract shall commence as of the Effective Date and remain in effect for one (1) year from the go live date of the parking management system, unless otherwise terminated in accordance with this Contract ("**Initial Term**" or "**Term**").

B. OPTION TO RENEW

Upon mutual written agreement this Contract may be renewed for nine (9) additional one (1) year terms ("**Renewal Term(s)**" or "**Term(s)**").

C. CONTRACT EXTENSION

Without renewing the Term of this Contract, UNLV shall have the right to extend this Contract for up to ninety (90) calendar days from its expiration date of the then applicable Term for any reason. UNLV may exercise this right by providing written notice to Contractor at least ten (10) calendar days prior to the expiration of this Contract. Should UNLV exercise its right to extend this Contract for ninety (90) days beyond the expiration of this Contract, Contractor shall be entitled to receive consideration as provided for in this Contract, pro-rated for the period for which UNLV requests additional services.

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ARTICLE II SCOPE OF CONTRACT

Contractor shall provide the services as further described in Exhibit A (the "**Services**").

In the event of conflict among any of the preceding documents, such documents shall govern in the following order of precedence: (1) this Contract, (2) the RFP, and (3) the Proposal (including all modifications). Contractor agrees to be bound by any warranties and representations made by Contractor in the Proposal and shall notify UNLV immediately if there are any material changes to the warranties and representations set forth by Contractor in its Proposal.

ARTICLE III CONSIDERATION

The amount to be paid to Contractor for work performed under this Contract for the Initial Term of the Contract is estimated to be \$185,560.00, but shall be based on the actual Services or goods provided, sold, or leased as set forth in the pricing exhibit, attached hereto as Exhibit B. Additional terms and conditions only applicable to certain Leased Hardware (as hereinafter defined) are set forth on the Lease Addendum, attached hereto as Exhibit C.

In the event UNLV shall request additional services from Contractor during the Term of this Contract or during any allowable Renewal Term(s), payments shall be made as agreed to between Contractor and UNLV but in no case will payments for such additional services be made until such services are performed and accepted by UNLV. Any such payments and any such payment schedules shall be as negotiated between UNLV and Contractor prior to the commencement of any work.

All payments shall be made within thirty (30) days of acceptance of the related invoice. Should the acceptance of such invoices be in doubt, Contractor shall not be due any interest or penalty on any unpaid amounts. If the acceptance of such invoices are not in doubt, Contractor shall be due interest at the rate of 1.5% per month, but not to exceed 5 % per annum on such unpaid invoices.

UNLV shall pay Contractor an up-front quarterly fee for Software (as hereinafter defined) and Software Maintenance (as hereinafter defined). Additional terms and conditions only applicable to the Software are set forth on Exhibit D. Payments for the Leased Hardware shall be made as set forth in Exhibit C. All other costs for goods and Services supplied shall be invoiced after they have been received.

ARTICLE IV DEFAULT

A. DEFAULT BY CONTRACTOR

UNLV shall provide Contractor written notice of any material breach of this Contract. Should Contractor fail to cure such material breach within thirty (30) business days following receipt of written notice, UNLV shall have the right, at its sole discretion, in addition to all other applicable remedies at law or in equity, to terminate further performance of this Contract. On the effective date of the termination, Contractor shall terminate all work and take all reasonable actions to mitigate expenses, and Contractor shall immediately refund UNLV a pro-rata amount of any advance or prepaid unearned monies. In case of default by the Contractor, UNLV reserves the right to hold the Contractor responsible for any actual damages.

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B. DEFAULT BY UNLV

Contractor shall provide UNLV written notice of any material breach of this Contract. Should UNLV fail to cure such material breach within ten (10) business days following receipt of written notice, Contractor shall have the right, in addition to all other applicable remedies at law or in equity, to terminate further performance of this Contract. In case of default by UNLV, Contractor reserves the right to hold the UNLV responsible for any actual damages. Notwithstanding the foregoing, on the date of termination for a material breach by UNLV, Contractor shall terminate all work and take all responsible actions to mitigate expenses. Notwithstanding anything to the contrary herein and regardless of choice of law, UNLV hereby asserts and shall be entitled to claim sovereign immunity and be entitled to all applicable liability limits and statutory protections, including, but not limited to those set forth in NRS Chapter 41.

ARTICLE V INSURANCE, LIABILITY & INDEMNIFICATION

A. INSURANCE

Contractor shall be fully responsible for and shall indemnify UNLV for any acts or omissions of any contractors, subcontractors, design builders, subdesign builders, architects, subarchitects, engineers, consultants, subconsultants, service providers, and vendors engaged by Contractor to perform any of the Services (collectively, "**Subcontractor(s)**"). Contractor (which for the purposes of this Article shall include Subcontractor(s)) is required, at its sole expense, to procure, maintain, and keep in force for the duration of this Contract, work, Services or event, the following insurance coverage conforming to the minimum requirements specified below unless a change is specifically agreed to in writing by UNLV. The required insurance shall be in effect on or prior to the commencement of the Contract, work, Services or event by Contractor and shall continue in force as appropriate until the latter of:

- Final acceptance, or
 - Such time as the insurance is no longer required under the terms of this contract.
- 1) Commercial General Liability –
 - Must be on a per occurrence basis,
 - Shall be at least as broad as Insurance Services Office (ISO) form CG 00 01 10 01 and shall cover liability arising from premises, operations, independent contractors, completed operations, personal injury, products, and liability assumed under contract.
 - Limits of Liability: \$1,000,000 per occurrence and \$2,000,000 annual aggregate.
 - 2) Workers' Compensation - Employers Liability Limits shall be at least \$100,000 per occurrence and for occupational disease. Workers' Compensation is required by law for anyone with employees. Sole proprietors and corporate officers can waive coverage with mandatory affidavit available from UNLV. If providing services, Contractor shall provide proof of Workers' Compensation insurance as required by NRS 616B.627 or proof that compliance with the provisions of Nevada Revised Statutes, Chapter 616A-D and all other related chapters, is not required.
 - 3) Cyber Liability – Limits of Liability: No less than \$1,000,000 per occurrence.

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- 4) Subrogation must be waived against "The Board of Regents of the Nevada System of Higher Education."
- 5) "The Board of Regents of the Nevada System of Higher Education" must be named as an Additional Named Insured on all primary and excess / umbrella liability policies (excluding professional liability) affording the broadest possible coverage. Endorsements shall be submitted to allow blanket addition as required by the Contract or individualized endorsement naming the NSHE/UNLV as an additional insured.
- 6) Insurance maintained by Contractor shall apply on a first dollar basis without application of a deductible or self-insured retention and shall not exceed \$5,000 per occurrence unless otherwise specifically agreed to in writing by UNLV. Such approval shall not relieve Contractor from the obligation to pay any deductible or self-insured retention.
- 7) Policy Cancellation / Change in Policies and Conditions Notifications

Contractor shall:
 - Have each of its insurance policies endorsed to provide ten (10) days' notice for non-payment of premium;
 - Specify that the policies cannot be canceled, non-renewed, coverage and / or limits reduced or coverage materially altered that can affect UNLV without sixty (60) days' prior written notice to UNLV and the notices required by this paragraph shall be sent by certified mail to UNLV;
 - Attach a copy of this signed endorsement to the Certificate of Insurance;
 - Send to UNLV a facsimile copy of the policy cancellation and / or change of policy and conditions notice in this paragraph to UNLV within three (3) business days upon its receipt;
 - Provide UNLV with renewal or replacement evidence of insurance no less than thirty (30) days before the expiration or replacement of the required insurance until such time as the insurance is no longer required by UNLV; and
 - Immediately notify UNLV in writing and immediately replace such insurance or bond with insurance or bond meeting this Contract's requirements if at any time during the period when insurance is required by this Contract, an insurer or surety fails to comply with the requirements of this Contract.
- 8) Ensure the Primary Policy complies as follows –
 - Contractor and parties contracting directly with UNLV must have its policy endorsed to reflect that its insurance coverage is primary over any other applicable insurance coverage available.
 - Any Contractor's insurance or self-insurance available to UNLV shall be in excess of and non-contributing with any insurance required.
- 10) Ensure the Loss Policy complies as follows – "The Board of Regents of the Nevada System of Higher Education" shall be named as loss payee as respects its interest in any property that the Contractor has an obligation to insure on behalf of UNLV.
- 11) Ensure that its insurance policies be –

1. Issued by insurance companies authorized to do business in the State of Nevada or eligible surplus line insurers acceptable to the State of Nevada and having agents in the State of Nevada upon whom service of process may be made; and
2. Currently rated A.M. Best as A - IX or better.

12) Provide Evidence of Insurance Requirements

Prior to the start of any work, the Contractor must provide the following documents to UNLV:

- Certificate of Insurance: The ACORD 25 Certificate of Insurance form or a form substantially similar must to show evidence the insurance policies and coverage required of the Contractor;
- Additional Insured Endorsement: Original Additional Insured Endorsement(s) signed by an authorized insurance company representative(s);
- Policy Cancellation Endorsement;
- Waiver of Subrogation Endorsement;
- Endorsement reflecting Contractor insurance policies are primary over any other applicable insurance; and
- Loss Payee Endorsement.

B. OFFICIALS, OFFICERS, AGENTS, REGENTS AND EMPLOYEES OF NSHE/UNLV NOT PERSONALLY LIABLE

In no event shall any official, officer, regent, employee, or agent of NSHE/UNLV in any way be personally liable or responsible for any obligation contained in this Contract, whether expressed or implied, nor for any statement, representation or warranty made or in any connection with this Contract.

C. INDEMNIFICATION

Contractor, shall indemnify, defend and hold harmless NSHE/UNLV, its officers, employees, and agents from and against any and all liabilities, claims, losses, lawsuits, judgments and or expenses, arising either directly or indirectly from any act or failure to act by the Contractor or any of its officers or employees, which may occur during or which may arise out of the performance of this Contract except to the extent such liabilities, claims, losses, lawsuits, judgments or expenses arise directly or indirectly from any act or failure to act by NSHE/UNLV or any of its officers or employees.

**ARTICLE VI
MISCELLANEOUS PROVISIONS**

A. APPROPRIATIONS

The terms of this Contract are contingent upon sufficient appropriations and authorizations being made by UNLV for the performance of this Contract. If sufficient appropriations and authorizations are not made by UNLV, this Contract shall terminate, without penalty, upon thirty (30) calendar days written notice being given by UNLV to Contractor, and Contractor shall immediately refund UNLV any prepaid or advance unearned payments it made to Contractor.

B. ASSIGNS AND SUCCESSORS

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The Contractor shall not assign, transfer, or delegate any rights, obligations, or duties under this Contract without the prior written consent of UNLV. Notwithstanding the foregoing, Contractor shall be fully responsible to UNLV and shall indemnify UNLV for any acts or omissions of any Subcontractors hired by Contractor, regardless of whether UNLV consented to the use of any such Subcontractors.

C. COMPLIANCE

Contractor is required to comply with all PCI-DSS, SSL Certification, OSHA, EPA, ADA, HIPAA, FERPA, and any and all other relevant state and federal standards, codes and regulations that may apply.

In order that UNLV may determine whether Contractor has complied with the requirements of the Contract, Contractor shall, at any time when requested, submit to UNLV, properly authenticated documents or other satisfactory proofs as to compliance with such requirements.

D. CONFIDENTIALITY

Contractor acknowledges that it is to keep all confidential information secure and is not to disseminate or use any materials and/or data that belongs to UNLV, whether originals or copies, except as necessary to perform its Services hereunder, or as required by law. "Confidential Information" means any proprietary or confidential information as such terms are most broadly defined under applicable law; including UNLV User Data (as defined below). Contractor agrees that it (i) will not copy or use any of UNLV's Confidential Information in any way, except as permitted by this Contract or as required to achieve the purposes of this Contract, (ii) will not disclose any of UNLV's Confidential Information to any third party, except as required by law or to its attorneys and accountants as reasonably necessary, and (iii) will protect the other party's Confidential Information reasonably and with due care. Information is not Confidential Information if Contractor can clearly show that it (i) became known to UNLV prior to receipt from Contractor, (ii) has become publicly known, except through breach of this Contract, or (iii) is independently developed without reference to Confidential Information. Contractor acknowledges that UNLV would be materially harmed if such confidentiality is not maintained and any referenced material and/or data was disseminated in any form without UNLV's prior written approval.

Contractor acknowledges and agrees that during the Term of this Contract, it may have access to nonpublic personal information relating to an identifiable individual (such as name, postal address, financial information, email address, telephone number, date of birth, Social Security number, and other sensitive information) of UNLV alumni, employees, and students (collectively, "UNLV User Data"). Contractor acknowledges and agrees that UNLV User Data is highly sensitive and to afford it the maximum security Contractor can provide using commercially acceptable standards, no less rigorous than it protects its own customer and employee data. Contractor agrees to comply with all applicable laws and regulations relating to privacy, including, but not limited to the Family Educational Rights and Privacy Act ("FERPA") and the Gramm-Leach-Bliley Act ("GLBA"). Contractor shall immediately inform UNLV by telephone at (702) 895-1886, by email at informationsecurityoffice@unlv.edu, and in writing at the notice address of any information security incident, suspected unauthorized access, or breach involving UNLV User Data of which Contractor becomes aware. Except as prohibited by law, Contractor agrees to immediately destroy all confidential data and UNLV User Data received hereunder upon termination of this Contract. Contractor agrees to stipulate to an entry of injunctive relief without posting bond, in order to prevent or remedy a breach of this Section D. Contractor acknowledges and agrees that any violation of this Section D is a material breach of this Contract, and entitles UNLV to immediately terminate this Contract without penalty and receive a pro-rata refund of any prepaid unearned monies paid by UNLV. This Section D shall survive termination of this Contract.

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E. DEBARMENT/SUSPENSION STATUS

By signing the Contract, Contractor certifies that it is not suspended, debarred or ineligible from entering into contracts with the Executive Branch of the Federal Government, or in receipt of a notice of proposed debarment from any state agency or local public body. Contractor agrees to provide immediate notice to UNLV in the event of being suspended, debarred or declared ineligible by any state or federal department or agency, or upon receipt of a notice of proposed debarment during the Term of this Contract.

F. EQUAL EMPLOYMENT OPPORTUNITY

By signing this Contract, Contractor certifies that it and/or its Subcontractors does not discriminate against any employee or applicant for employment or person to whom it provides services because of race, color, religion, gender, sexual orientation, gender identity, age, national origin, or disability, and that it complies with all applicable federal, state and local laws and executive orders regarding employment.

In the event Contractor or its Subcontractors are found guilty by an appropriate authority to be in violation of any federal, state, or local law, UNLV may declare the Contractor in breach of the contract and immediately terminate this Contract, and Contractor shall immediately refund UNLV any pre-paid or advance unearned monies that UNLV paid to Contractor.

G. GOVERNING LAW

The parties agree that the laws of the State of Nevada shall govern the validity, construction, interpretation, and effect of this Contract, excluding any laws or principals regarding the conflict or choice of laws. Any and all disputes arising out of or in connection with this Contract shall be litigated in a court of competent jurisdiction in Clark County, State of Nevada, and Contractor expressly consents to the jurisdiction of said court.

H. HEADINGS

The headings in this Contract are for purposes of convenience and reference only and shall not in any way define, limit, extend or otherwise affect the meaning or interpretation of any of the terms hereof.

I. INDEPENDENT CONTRACTOR

Contractor shall be subject to and operate under all applicable federal, state, and municipal codes, and ordinances, including but not limited to those regarding industrial insurance and expressly agrees that Contractor's employees and/or Subcontractors shall not be treated or considered as the servants and employees of UNLV, it being the intention of the parties that Contractor shall be and remain an Independent Contractor, and that nothing contained in this Contract shall be construed inconsistent with that status. Contractor covenants and agrees to save and hold harmless UNLV from and against any and all damages, claims, costs or expenses whatsoever, due to the existence of such enactment's codes, ordinances, and of any and all claims, costs and expenses in connection therewith under any claim or subrogation provided by said enactment's codes, ordinances or otherwise.

J. MODIFICATION

No alteration, modification, amendment, or supplement to this Contract or any of its provisions shall be effective, enforceable or binding unless made in writing and duly signed by the parties.

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K. NOTICES

Written notices required under this Contract shall be sent certified mail, return receipt requested, to:

Director of Purchasing
University of Nevada, Las Vegas
4505 Maryland Parkway
Las Vegas NV 89154-1033

Contractor as follows:

Todd Fisher, CEO
iNet Inc., dba iParq
4100 W Flamingo Road #2750
Las Vegas, NV 89126

L. OWNERSHIP OF MATERIALS

By signing this Contract, Contractor acknowledges that any materials and/or data that may result from its efforts, as related to this Contract, are the property of UNLV and, as such, may not be disseminated in any form whatsoever to any person, group or organization without the prior written authorization of UNLV. Contractor further acknowledges that it is acting as the Custodian of Record for all materials and/or data that may result from the Contract and that all such materials and/or data must be transmitted, in its original and copied form, to UNLV within 72 hours of UNLV request to do so, and that its role as Custodian of Record shall remain as long as it has in its possession any such referenced materials and/or data. Both parties shall retain all right, title, and interest in and to any pre-existing intellectual property. For the avoidance of doubt, all title, including, but not limited to any copyrights, patents, trademarks, and other intellectual property in and to any software, Software, Hardware, or hardware provided by Contractor hereunder and any copies thereof are owned by Contractor or its suppliers. Notwithstanding anything to the contrary herein, UNLV is and shall remain, the sole owner of all UNLV User Data acquired or accessed by Contractor hereunder.

M. TAXES, LICENSES AND PERMITS

It is the Contractor's responsibility to secure all required licenses, permits, franchises, lawful authority and insurance necessary for the proper execution and completion of the Services to be performed hereunder.

UNLV is exempt from paying state, local and federal excise taxes.

Companies conducting business for profit in Nevada are required to have a current Nevada business license pursuant to NRS 76.100 (1) unless the entity is either a) a non-profit corporation or b) meets the requirements for an exemption and has filed the appropriate notice of exemption with the Nevada Secretary of State. Contractor certifies that it has a current Nevada business license or it is exempt and agrees to provide immediate notice to UNLV in the event the license is no longer valid.

N. TERMINATION FOR CONVENIENCE

UNLV shall have the right at any time to terminate further performance of this Contract, in whole or in part, for any reason by providing Contractor with thirty (30) calendar days' written notice. Such

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termination shall be effected by written notice from UNLV to the Contractor, specifying the extent and effective date of the termination. On the effective date of the termination, the Contractor shall terminate all work and take all reasonable actions to mitigate expenses. The Contractor shall submit a written request for incurred costs performed through the date of termination, and shall provide any substantiating documentation requested by UNLV. In the event of such termination, UNLV agrees to pay the Contractor within thirty (30) calendar days after acceptance of invoice.

O. SEVERABILITY

In the event any one or more of the provisions of this Contract shall for any reason be held to be invalid, illegal, or unenforceable, such provision(s) shall be treated as severable, leaving the remaining provisions of this Contract unimpaired, and the Contract shall be construed as if such invalid, illegal or unenforceable provision(s) were not present.

P. USE OF UNIVERSITY NAME AND/OR LOGO IN ADVERTISING

Contractor acknowledges that it cannot use the name of the Board of Regents of the Nevada System of Higher Education (NSHE), University of Nevada, Las Vegas (UNLV), or Nevada State College (NSC) logo, marks, trademarks, trade names, trade dress, slogans, or other indicia of ownership of the foregoing (collectively, "Marks"). The Marks are the sole property of NSHE and Contractor agrees that it shall only use the Marks in accordance with this Contract. Contractor must obtain advance written approval from UNLV for its specific use of the Marks (email acceptable).

UNLV hereby grants Contractor a non-exclusive, non-transferrable, revocable, limited license to use the Marks solely for the purposes of performing the Services set forth herein. Contractor may only display the Marks in the manner approved in advance by UNLV and the license to use the Marks shall terminate the earlier of i) the termination of this Contract, or ii) UNLV's written revocation of the use of the Marks (email acceptable).

Q. WAIVER

A failure or delay of either party to enforce at any time any of the provisions of this Contract shall not be construed to be a waiver of a party's right to enforce strict compliance of such provisions(s) of this Contract.

R. SMALL AND LOCAL BUSINESS CONCERNS REPORTING REQUIREMENTS

- 1) UNLV supports equal opportunity for minority owned, women-owned, and other small disadvantaged business concerns (MWDBE) to compete for contracts awarded by UNLV. UNLV also supports efforts to encourage local businesses to compete for UNLV contracts. In some situations, MWDBE and local business concerns may not have the depth or full capability to meet all the requirements of large contracts. Nevertheless, UNLV supports finding opportunities for such MWDBE and local business concerns to participate as Subcontractors or Tier 2 suppliers in large contracts.
- 2) For purchase of goods or services that exceed \$1,000,000 the Contractor must provide, at a minimum, annual reports listing expenditures with MWDBE business concerns and local Subcontractors. These reports pertain only to expenditures that are directly attributable to the UNLV prime contract. The report should contain the following information:

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- a) The name, address, phone number, and type of each local, women-owned, minority and/or disadvantaged Subcontractor (Tier 2 supplier or local Subcontractor). If a business concern meets more than one definition (e.g. local and women-owned, or minority and women owned), that should be identified;
- b) A description of the goods or services purchased; and
- c) The amount of expenditures with the Subcontractor attributed to the prime contract for the 12 month period.

3) Definitions:

Definition of Local Subcontractor. "Local Subcontractor" is intended to mean a business concern that is a) owned 51% or more by Nevada residents, b) is headquartered in Nevada, or c) a majority of employees of the business are Nevada residents.

Definition of Disadvantaged Business Enterprise (DBE). "Disadvantaged Business Enterprise" is intended to mean a business concern owned by a minority or woman that is at least fifty-one percent (51%) unconditionally owned by one or more minority or women individuals who are both socially and economically disadvantaged, or a publicly owned business that has at least fifty-one percent (51%) of its stock unconditionally owned by one or more such individuals and that has its management and daily business controlled by one or more such individuals. Individuals who certify that they are a member of named groups, i.e. African Americans, Hispanic Americans, American Indians and Alaska Natives (Eskimos and Aleuts) and Asian and Pacific Island Americans are to be considered socially and economically disadvantaged.

Definition of Minority Business Enterprise (MBE). "Minority Business Enterprise" is intended to mean a business concern owned by one or more minority individuals that is at least fifty-one percent (51%) unconditionally owned by one or more minority individuals, or a publicly owned business that has at least fifty-one percent (51%) of its stock unconditionally owned by one or more such individuals and that has its management and daily business controlled by one or more such individuals. Individuals who certify that they are a member of named groups, i.e. African Americans, Hispanic Americans, American Indians and Alaska Natives (Eskimos and Aleuts) and Asian and Pacific Island Americans are to be considered socially and economically disadvantaged.

Definition of Women-Owned Business Enterprise (WBE). "Women-Owned Business Enterprise" is intended to mean a business concern owned by one or more women that is at least fifty-one percent (51%) unconditionally owned by one or more women, or a publicly owned business that has at least fifty-one percent (51%) of its stock unconditionally owned by one or more such individuals and that has its management and daily business controlled by one or more such individuals.

Definition of Veteran/Disabled Veteran Business Enterprise (VDBE). "Veteran/Disabled Veteran Business Enterprise" is intended to mean a business concern which performs a commercially useful function and is at least 51% owned and controlled by one or more veterans/disabled veterans who have served in the active military and discharged under conditions other than dishonorable.

Definition of Small Business Enterprise (SBE). "Small Business Enterprise" is intended to mean a business concern which performs a commercially useful function, is not owned and controlled

by individuals designated as minority, women, veterans, or physically-challenged, and where gross annual sales does not exceed \$2,000,000.

S. JOINER

Any governmental, state, or public entity within the State of Nevada may utilize this Contract at its option to obtain goods or services at the agreed upon price(s) throughout the term of the resulting contract with the authorization of the Contractor. The NSHE/UNLV is not liable for the obligations of the governmental entity which joins or uses the resulting contract.

T. PROPRIETARY RIGHTS

Contractor represents and warrants that the services, Software and/or products supplied under this Contract does not and shall not infringe any third party patent, trade secrets, copyrights or other intellectual property rights. Notwithstanding anything to the contrary herein, Contractor shall defend or settle, at its own expense, any claim, action, suit, proceeding or threat thereof (collectively, "Claim") brought against UNLV, its officers, employees, or agents alleging Contractor or UNLV's use of the software, Software, products, or Services (as applicable) infringes any patent, trade secrets, or intellectual property rights without a limitation of liability. Contractor shall pay all costs and damages awarded in any such Claim. Contractor's obligations under this section are subject to UNLV: i) providing prompt written notice of the Claim; ii) granting Contractor sole control of the defense and settlement of the Claim, provided Contractor shall not settle any Claim without the prior written approval of UNLV, where the settlement would require payment of funds by NSHE/UNLV or admit or attribute to NSHE/UNLV any fault or misconduct; iii) not performing any action prejudicial to Contractor's ability to defend the Claim; and iv) providing cooperation and information reasonably requested by Contractor, at Contractor's expense.

U. AUDIT

Contractor agrees to maintain and preserve its books and records in accordance with generally accepted accounting procedures for a minimum of three (3) years, or longer if required by an applicable law or regulation. Upon UNLV's request, during the Term or for a period of two (2) years thereafter, Contractor shall in a timely manner, allow UNLV, UNLV's internal auditor or a third party auditor retained by UNLV to audit and analyze Contractor's compliance with the provisions of this Contract, and shall cooperate with any competent regulatory body and shall allow such other access to Contractor's premises and relevant records where required by legal processes or applicable laws or regulations.

V. FITNESS FOR DUTY, INSPECTION, AND LOANED ITEMS OR FACILITIES

Contractor shall ensure that it has engaged sufficient personnel with the expertise required for the successful provision of Services to comply with all the requirements set forth in the Contract or any applicable Scopes of Work or SOW. Contractor shall ensure that all Contractor personnel providing the Services (which shall include Contractor principals and Subcontractors) shall: i) report for work in a manner fit to do their job when providing Services for UNLV or on UNLV owned, leased, or operated property ("Premises") and ii) shall not be under the influence of or in possession of any alcoholic beverages or of any controlled substances (as defined by NRS 453.146 or any applicable federal law or statute) when providing Services for UNLV or on UNLV Premises (except as properly prescribed to them by a physician and provided that it does not affect their ability to safely and proficiently provide the Services). Searches by UNLV representatives may be made of persons, personal effects, lockers, or other storage areas on UNLV Premises to detect evidence of unlawful substances or prohibited items

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which must not be brought onto UNLV Premises. Any supplies, equipment, tools, items, vehicles, carts, or facilities shall be loaned solely as a convenience to Contractor and are provided "as is" without any representations as to the condition, suitability for use, freedom from defect, or hazards.

W. FORCE MAJEURE

Neither party shall be liable to the other party for any delay or failure to perform an obligation under this Contract to the extent the delay or failure is due in whole or in part to any acts of god such as fire, explosion, flood and storm, war, civil disturbance, general strike, general lockout or other general labor dispute, embargo, failure of power or other similar cause beyond the reasonable control of a party ("**Force Majeure**"), provided the affected party provides the other party with written notice of the Force Majeure event within a reasonable time after the occurrence. Neither party shall be required to pay any periodic fees or charges hereunder to the extent and for the duration of such Force Majeure event.

[SIGNATURES FOLLOW ON NEXT PAGE]

IN WITNESS WHEREOF, the parties have caused this instrument to be executed as of the Effective Date.

INet Inc., dba IParq

APPROVED:

BY:  3-27-13
Todd Fisher, CEO Date

THE BOARD OF REGENTS OF THE NEVADA SYSTEM OF HIGHER EDUCATION, ON BEHALF OF THE UNIVERSITY OF NEVADA, LAS VEGAS

RECOMMENDED:

BY:  4-4-13
Ted R. McDowell, Parking Services Director Date

BY:  4/4/13
Michael L. Sauer, Associate VP for Administration Date

BY:  4/4/13.
Gerry J. Bonnotti, Senior Vice President for Finance & Business Date

BY:  4/09/13
Neal J. Smatresk, President Date

APPROVED AS TO LEGAL FORM:

By:  4/11/13
Eida Luna Sidhu, General Counsel Date

APPROVED:

By:  4/12/13
Daniel Klaitor, Chancellor Date

EXHIBIT A

Scope of Work

I. Project Goal

UNLV on behalf of UNLV Parking Services requires Contractor to provide a multi-platform parking management System (“**System**”) to replace UNLV’s current parking management system. There are six main areas UNLV wishes the parking management System to address: Citations, Permits, Point of Sale, Handheld Ticket Writers, Event Management, and Online Visitor Parking Purchases. Contractor shall provide and implement a parking management System as follows:

- Increase UNLV’s collections
- Reduce UNLV’s workload
- Identify repeat offenders, scofflaws, and VIPs to UNLV’s field officers
- Help better manage UNLV Parking Services’ communications with parking customers
- Improve/enhance UNLV permit sales
- Reduce office traffic by allowing customers to apply for, as well as purchase, permits via the Internet
- Reduce office traffic by allowing customers to access account information and pay citations via the Internet
- Reduce office traffic by allowing customers to appeal citations via the Internet
- Help UNLV obtain useful reports for System analysis, problem resolution, overall efficiency, etc.
- Enhance UNLV’s image to UNLV’s customers
- Save time by incorporating a relational database that contains permits, properties, citations, vehicles, and customers (i.e. permit holders, persons responsible for citations, etc.)
- Provide a System for tracking: vehicles that have been booted/towed or have been approved for boot/tow, the status/location of booted/towed vehicles, as well as the fine accrual while in impound
- Provide a platform for integration with other systems.
- Develop a method of online visitor parking purchasing capabilities
- Develop a method of online event management

Contractor shall also perform the following:

- **Increase collections.** Contractor’s citation payment site features critical details and photos of the violation. Contractor’s System runs automatically from rules and templates that UNLV controls. Contractor’s clients have reported efficiency gains immediately after implementation. As a result of this efficiency, Contractor also expects UNLV to increase collection rates on delinquent citations.
- **Reduce UNLV’s workload.** Contractor’s System eliminates the most repetitive, time consuming jobs. Contractor’s System takes over the task and automates it, making it dependable and consistent.

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- **Identify repeat offenders, scofflaws, and VIPs to field officers.** The handheld identifies scofflaws automatically and displays custom instructions. The officer can escalate action on the spot, such as calling for a tow or administering a boot.
- **Help better manage UNLV's communications with customers/ Enhance image to UNLV's customers.** Contractor's System is customer oriented. Typically, a citation or permit payment transaction takes approximately one to three minutes to complete. If a problem arises during business hours, UNLV can call iParq's customer service line. A live person will answer the call every time. And not just any person - everyone who picks up the phone must be capable and trained to provide the required assistance.
- **Improve/enhance our permit sales.** Through ThePermitStore.com, Contractor's System also automates permit applications and fulfillment requests.
- **Reduce office traffic by allowing customers to apply for, as well as purchase, permits via the Internet. Reduce office traffic by allowing customers to access account information and pay citations via the Internet. Reduce office traffic by allowing customers to appeal citations via the Internet.** Rather than going into UNLV's offices, customers can pay and appeal citations and buy permits online. If customers visit the office, UNLV staff can process payments quickly from a single screen.
- **Help UNLV obtain useful reports for System analysis, problem resolution, overall efficiency, etc.** Contractor captures the data. UNLV looks at the trends. UNLV can use Contractor's reports to optimize UNLV's enforcement beat and measure improvement. Contractor's standard suite of reports puts up-to-the-second data at UNLV's fingertips.
- **Save time by incorporating a relational database that contains permits, properties, citations, vehicles, and customers (i.e. permit holders, persons responsible for citations, etc.)** Search features incorporated into Contractor's relational database ensure that parking staff can quickly find records and manage tasks.
- **Provide a System for tracking: booted/towed vehicles or boot/tow approvals, the status/location of vehicles, as well as the fine accrual while in impound.** Contractor's System tracks the status and location of booted and towed vehicles, as well as the fine accrual during impound.
- **Provide a platform for integration with other systems.** Contractor's System provides complete integration with other systems such as UNLV's student records and payroll management systems.
- **Develop a method of online visitor parking purchasing capabilities.** For cellphone based parking and transactions, Contractor recommends Parkmobile. Parkmobile's open architecture (.net) enables seamless and easy interfaces via application payment interfaces (API's). Contractor believes that Parkmobile is a good choice for the vendor portfolio due to its leadership in the space and its ability to work with outside systems.
- **Develop a method of online event management.** An authorized parking administrator can pre-configure events, sell parking ahead of time, and optimize lot resources based on demand history using Contractor's web-based System. Any computer with an internet connection and a

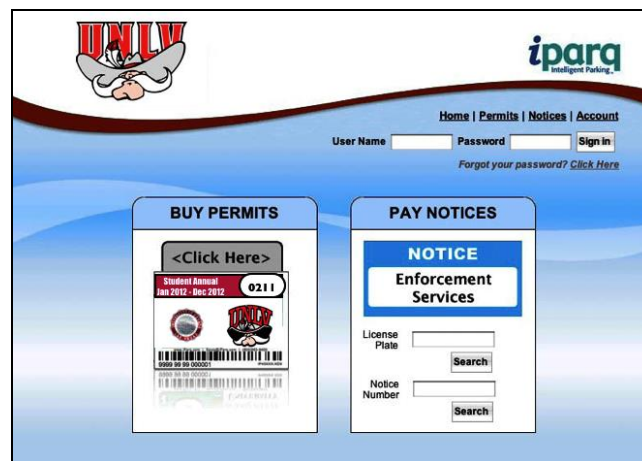
web browser can access Contractor's System, and it is fully integrated into the permit and enforcement modules.

II. iParq Parking Management System Software and Features

A. Overview of System

Contractor's System shall include proprietary iParq Software that conforms to the below specifications and performs as follows in the remainder of this Exhibit A ("**Software**"): Contractor shall provide UNLV with a web-based parking management System that is a secure, hosted application, accessible via the web. The System shall be accessible via any computer with an Internet connection and a browser. UNLV will not have to purchase or maintain any additional software or servers. Contractor's System shall be powered by an ODBC-compliant, SQL database.

There are two sites that make up Contractor's web-based solution. These sites shall provide a virtual front counter where UNLV customers can pay/appeal a citation or buy a permit. Each site shall offer a unique URL customized for UNLV. The two sites shall be as follows:



Pay or Appeal a Citation

Contractor shall provide a site whereby customers can view, pay, and appeal parking citations. The violator will visit a unique web address and enter either their license plate number or citation number after receiving a citation. The site shall display the violation details and any pictures taken with the handheld. From there, the recipient can elect to pay the citation using a major credit card/checking account or appeal the citation.

Buy a Permit

Contractor shall provide an internet storefront for parking permit sales and fulfillment. UNLV's customers will visit the site, create an account using their e-mail address, and fill out a parking permit application. Contractor's fulfillment center shall offer the capability of shipping the permit directly to UNLV's customer within a day after order approval.

Contractor's System shall allow UNLV to manage all parking using a single website at www.MyiParq.com.

UNLV Staff members with an authorized account can use a web browser to log on to the System. After login, UNLV's administrators can track customers, run reports, and contact Contractor's service department.

Contractor's System shall have no restrictions on the number of user accounts or the number of concurrent users. Each user will receive a unique login and password. The login procedure will ensure a full and detailed audit trail of the user's actions. There is no restriction on the number of UNLV customers whom can utilize the System to purchase permits and/or pay citations.

Contractor commits to providing state-of-the-art security for its Systems and shall provide UNLV with the latest security patches and software upgrades. Security patches and Software upgrades are included as part of the Software Maintenance Fee. Processing of credit card transactions shall occur using an SSL encrypted XML connection between Contractor's servers and Authorize.net (currently UNLV's provider, but subject to change), and shall be PCI compliant. Contractor's gateway is SAS 70 level type 2.

Contractor's System shall include a relational database that, coupled with Contractor's powerful search features, shall ensure that UNLV parking staff can quickly find records and manage tasks. Data inquiries, such as customer or vehicle identification shall be easily conducted using Contractor's Software application. UNLV administrators shall be able to drill down into appropriate areas, conduct business, and then zoom back out to the comprehensive view again. Contractor's System shall simplify and automate contacting clients. Contractor's System shall provide a clear record of past communications and ensure that UNLV and anyone UNLV works with are on the same page with each customer.

Contractor shall provide UNLV with a parking management System that shall meet the following requirements.

- Contractor's System, at a minimum, shall allow for tracking of customers, properties, citations, permits, hearings/appeals, booting/towing, and vehicle registrations. The database used for tracking the aforementioned items shall be capable of relational searches, information updates, queries, and provide advanced reporting.
- Contractor's System shall include managers for tracking the following: customers, properties, citations, hearings/appeals, permits, vehicle registrations, booted/towed vehicles, and cash register/point of sale.
- Contractor's System shall be based on a parking object model and focus on common elements and relationships present in all parking operations: individuals or groups that park (customers), vehicles parked, permissions to park and citations discouraging improper parking, and control parking permits by locations where customers park (properties). These elements should be linked through financial relationships and audit trails. Each model of Contractor's System shall contain a variety of settings that give UNLV control over parking regulations and relationships. Each user shall receive a unique login and password. This login procedure shall ensure a full and detailed audit trail of the user's actions and allow usage to be tracked.
- Contractor's System should be configurable to meet UNLV's business requirements (e.g. fine accumulations/escalations, late fees, permit configuration and values - sale and return with

options for prorating over time, lot definition –by name, space type, # of spaces, etc.) as defined by UNLV's governing bodies. The System should help to enforce UNLV policies and procedures. All of these requirements shall be available in Contractor's out-of-the box solution.

- Contractor should supply and support new electronic cash drawer workstations, including any parking management software related peripherals, cash drawer hardware, bar code reading devices and receipt printers. These items should be fully integrated with the PC based parking management software System. The Contractor should provide handheld ticket writers and the necessary software to communicate with the database. The System should include a Windows-based (not DOS) user interface that will allow staff to download ticket information from the handheld ticket writers and upload database information from the database.
- Contractor shall offer the following on-site services: requirements analysis, System installation, training, follow-up, and change management. The Contractor should send qualified personnel to UNLV to assist with the consulting, training, installing, and overseeing the System deployment process.
- Contractor shall offer a web-based training program to train personnel on Software use for initial use and continuing education (for current and new staff).
- Contractor shall provide Software Maintenance and Software program support including all Software upgrades. Standard Software Maintenance fees shall cover all Software upgrades and platform changes as well as Software support and technical support. In the event that the Contractor changes to a new platform, Contractor shall continue to provide support for UNLV's System and/or pay for any costs associated with moving UNLV to the new platform.
- The Services and the web interface will be operational and available to Customer at least 99.9% of the time in any calendar month as further set forth in the iParq Service Level Agreement attached hereto as Exhibit E.
- The parking management Software System, including any needed electronic cash drawers and receipt printers, should be new and available for purchase.
- Contractor's System should utilize Oracle or SQL as its primary database. The Contractor should be able to provide database support for either Oracle or SQL based Systems.
- Contractor shall provide trained technical support staff that are able to log into the database remotely and assist with troubleshooting, configuration, and support issues. Contractor shall offer customer and client support during normal business hours, via phone and email, and shall resolve 95% of all calls within fifteen minutes.
- Contractor's System shall provide the ability for UNLV to draft and send important information via email to all campus permit holders, or specific permit types, from a specified computer located at UNLV Parking and Transportation Services. This communication should not be received by the customer in the way of spam and shall not be via an attachment.
- Contractor's System should be browser based and run on the latest versions of Microsoft Internet Explorer, Firefox, and Google Chrome.

- The Software should be PCI compliant with no storage of customer credit card information. All credit card information should be in Parking and Transportation Services' approved payment gateway.
- Credit card processing should go through and be processed by the approved payment gateway at UNLV.
- Contractor will receive reconciliation information from UNLV's provider, authorize.net and Contractor is responsible for setting up an account with authorize.net.

B. Software Requirements

Contractor shall provide a parking management System that meets the following Software requirements as follows:

- Support current version of Microsoft Internet Explorer, Firefox, and Google Chrome
- Employ a fully relational database that allows data to be manipulated, linked, and queried
- Easily perform activities with context-sensitive menus
- Provide access to all information from any screen
- Provide ability to disable fields, define fields as required, change field titles, and associate default values
- Schedule tasks to run automatically
- Be ADA compliant for color-blind disability

C. User Access Control and Security

Contractor's System shall bundle several scalable controls for user access and security to ensure only authorized personnel can access the System.

Contractor's System shall allow permissions to be granted on an ad-hoc basis or grouped into "permission sets" by job role. In this case, a master administrator would choose "Enforcement Officer" or "Auditor" and the appropriate permission set would be pre-configured.

Contractor's System shall feature "read only" access, as well as complete "insert/delete/edit/review" capability. Each user will have a unique ID, password and access level shall be based on specific permission as well as job title, enabling an administrator to assign permissions based on job function quickly and efficiently.

Contractor's System shall allow each user to receive a unique login and password. This login procedure will ensure a full and detailed audit trail of the user's actions and it tracks System use. User level management will allow different access permissions to be granted to different administrators. An authorized user shall have the ability to change citation status, fine amounts and administrative holds. All changes shall be preserved through a comprehensive audit trail. In addition, all activity shall be time stamped and cannot be modified.

The System shall be able to:

1. Revoke a user's access
2. Allow user profiles to be cloned and applied to other users
3. Print a user's history or all users' history
4. Provide the means for secure authentication.

D. Parking Citation Manager/Capabilities



Contractor's System shall allow authorized UNLV users the ability to enter citation data manually, via keyboard entry, or automatically, from the handheld device. UNLV parking administrators will access and manage citations using MyiParq.com.

All citation and enforcement data shall be available within MyiParq.com for viewing and/or editing. This information includes, but is not limited to: Ticket #, License #/Yr./State (or Province), Plate Type, Meter #, Date Issued, Time Issued, Officer Code, Violation Code, Vehicle ID Info. (Make, Model, Color), VIN # and miscellaneous officer or office notes.

Contractor shall provide UNLV with a unique web address allowing UNLV's customers to pay or appeal a parking citation. After receiving a citation, the recipient will visit the unique web address and enter either their license plate number or citation number. Then, the System shall retrieve the full citation record. From there, the recipient can elect to pay the citation using a major credit card/checking account or appeal the citation. All payment and appeal information will be available for review and adjudication immediately. The steps to pay of appeal a citation are outlined below.

Steps to Pay or Appeal a Citation

Pay or Appeal a Citation																																																			
STEP 1 Customer enters citation number or license plate.	<div> <div>PAY NOTICES</div> <div> <div>NOTICE</div> <div>Enforcement Services</div> </div> <div> License Plate <input type="text"/> <input type="button" value="Search"/> </div> <div> Notice Number <input type="text"/> <input type="button" value="Search"/> </div> </div>																																																		
STEP 2 Summary of violation information, citation details and images, and option to either pay or appeal.	<div> <div>Notices</div> <div>Select your notice from the list below:</div> <table border="1"> <thead> <tr> <th>Notice Number</th> <th>License Plate</th> <th>Due Date</th> <th>\$ Due</th> <th>Status</th> <th>Appeal</th> <th>Pay</th> </tr> </thead> <tbody> <tr> <td>44770000016002</td> <td>BAUER24</td> <td>02/06/2012</td> <td>\$100.00</td> <td>Open</td> <td><input type="checkbox"/></td> <td><input type="checkbox"/></td> </tr> <tr> <td>44770000016001</td> <td>BAUER24</td> <td>02/06/2012</td> <td>\$0.10</td> <td>Open</td> <td><input type="checkbox"/></td> <td><input type="checkbox"/></td> </tr> <tr> <td>44770000015004</td> <td>BAUER24</td> <td>02/06/2012</td> <td>\$20.00</td> <td>Open</td> <td><input type="checkbox"/></td> <td><input type="checkbox"/></td> </tr> <tr> <td>44770000015002</td> <td>BAUER24</td> <td>02/06/2012</td> <td>\$0.00</td> <td>Closed</td> <td><input type="checkbox"/></td> <td><input type="checkbox"/></td> </tr> <tr> <td>44770000015003</td> <td>BAUER24</td> <td>02/06/2012</td> <td>\$0.10</td> <td>Open</td> <td><input type="checkbox"/></td> <td><input type="checkbox"/></td> </tr> <tr> <td>44770000015001</td> <td>BAUER24</td> <td>02/06/2012</td> <td>\$100.00</td> <td>Open</td> <td><input type="checkbox"/></td> <td><input type="checkbox"/></td> </tr> </tbody> </table> <div>Add to Cart</div> </div>		Notice Number	License Plate	Due Date	\$ Due	Status	Appeal	Pay	44770000016002	BAUER24	02/06/2012	\$100.00	Open	<input type="checkbox"/>	<input type="checkbox"/>	44770000016001	BAUER24	02/06/2012	\$0.10	Open	<input type="checkbox"/>	<input type="checkbox"/>	44770000015004	BAUER24	02/06/2012	\$20.00	Open	<input type="checkbox"/>	<input type="checkbox"/>	44770000015002	BAUER24	02/06/2012	\$0.00	Closed	<input type="checkbox"/>	<input type="checkbox"/>	44770000015003	BAUER24	02/06/2012	\$0.10	Open	<input type="checkbox"/>	<input type="checkbox"/>	44770000015001	BAUER24	02/06/2012	\$100.00	Open	<input type="checkbox"/>	<input type="checkbox"/>
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<p>STEP 3</p> <p>Customer has option to appeal citation. Violators can file customer appeals online, drastically reducing the amount of paperwork required to process an appeal. These appeals contain photos of the violation, as well as appeal text and the ability to attach supporting documentation.</p>	<div> <div> <p>Notice Appeal for #44770000025001</p> <p>Appeal your notice.</p> <p>You are allowed 10 days to appeal your notice. Your notice was issued on March 26, 2012 so you only have 11 days left to appeal.</p> <ul style="list-style-type: none"> Please give an explanation of why you wish to appeal this notice. Include all relevant facts and circumstances. The adjudicating authority will respond to an appeal via email. It is your responsibility to check the e-mail account that you have indicated for response(s) to your appeal. Non-compliance with the decision(s) of the adjudicating authority with regard to this appeal may result in additional fines, forfeiture of parking privileges, and/or impoundment of your vehicle(s). You are required to provide first name, last name and at least one contact method – either email, phone, or address. <p>Appeal Text:</p> <div></div> <p>Attachments (optional): <input type="button" value="Choose File"/> no file selected <input type="button" value="Remove"/> <input type="button" value="Add Another File"/> Upload Limit: 4 megabytes</p> <p>Appellant: Enter email address and/or all other fields below.</p> <p>First Name: <input type="text"/></p> <p>Last Name: <input type="text"/></p> <p>Email: <input type="text"/></p> <p>Phone #: <input type="text"/></p> <p>Street: <input type="text"/></p> <p>City: <input type="text"/></p> <p>State: <input type="text"/></p> <p>Zip: <input type="text"/></p> <p><input type="button" value="Submit"/> <input type="button" value="Cancel"/></p> </div> <div> <p>Notice Detail</p> <p>Notice: 44770000025001 <input type="button" value="Pay"/> <input type="button" value="Appeal"/> <input type="button" value="View All Notices"/></p> <p>ISSUING PARTY: XAVIER UNIVERSITY NOTICE DATE: 03/26/2012 AMOUNT DUE: \$100.00 DATE DUE: 03/30/2012 STATUS: OPEN</p> <p>License Plate: TRUMP1 OH Vehicle Make: Acura Vehicle Model: Vehicle Vin: Location: Brookman Lot</p> <p>PENALTIES: Parked in a fire lane \$100.00</p>  </div> </div>
<p>OR</p> <p>STEP 4</p> <p>Customer enters payment information and the System confirms with an on-screen message and an email.</p>	<div>  </div>

Parking Citation Manager/ Capabilities: Contractor's System shall provide direct access to the following information and capabilities:

1. Detailed violation information including fine structure (base amount, escalations, accumulations, late fees, etc.)
2. Extensive notes field (including date of the note, note type, and comments)
3. Display customer name, ID Number and associated company name on the citation if there is a customer assignment
4. Detailed status information regarding balance due, addition of late fees and fine increments, administrative holds, and adjustments
5. Allow for the pre-payment of citations not currently in the System (citations paid off the windshield)
6. Ability to change the status of a citation including void, transfer, uncollectible, reduce to warning, write off, etc.
7. Ability to track all changes and adjustments made to a citation to a specific individual, date and time
8. Complete history of transactions associated with the citation, including monetary, telephone and

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walk-in contacts

9. Ability to adjust the monetary amount of a citation
10. Display vehicle, customer, hearing, receipts, notes/attachments, and prepaid citation data all from the citation record
11. Support the attachment of scanned documentation, digital images or other electronic items to the citation
12. A visual indicator displayed on records with attachments
13. Ability to directly access hearing information from the citation record
14. Ability to directly access receipt (payment) information from the citation record
15. Provide a brief color-coded summary and direct access to all information and invoices associated with a citation on a single screen (e.g. customer, vehicles, appeals, receipts (payments), etc.). This summary screen should make use of color schemes or readily identifiable icons to expedite user recognition as well as provide context sensitive menus
16. Accommodate a predefined digit alphanumeric format
17. Provide a mechanism for rapid and convenient entry of hand-written citations utilizing defaults from the previously entered citation such as date, officer number, location, etc.
18. Be able to restrict full data edit and delete capabilities to authorized individuals
19. Be able to reassign citations to a different customer (ex. from vehicle leasing company to vehicle lessor)
20. Have the ability to track and define scofflaws and download scofflaw information to handheld citation units
21. Provide direct access to customer, vehicle, appeal and payment information
22. Generate and print notification letters while maintaining an audit trail within the application. Direct access to letter history should be provided as well as storing a copy of the letter in the history
23. E-mail notification letters while maintaining an audit trail within the application. Direct access to letter history should be provided as well as storing a copy of the e-mail in the history
24. Ability to define one violation per citation
25. Ability to transfer citation balance due items to organization-wide account/billings receivable System
26. Ability to support accumulated violations
27. Ability to define a violation's uses accumulation or escalation status and amount.
28. Include a detailed list of the history of a customer association with a citation. The information should

include, but not be limited to, the user who created, removed or changed the customer association

29. Direct access to financial information related to the citation. This includes payments, adjustments, late/fees, etc.

30. Insert an unlimited amount of user-defined fields. Field definitions include data type (date, flag, character, etc.), field title, length of field, etc.

31. Automatically assess escalations/late fees to citations meeting criteria without the user initiating the process

32. Automatically generate letters/emails for overdue citation notices without the user initiating the process

33. Be able to print off a list of unidentified license plates queried by date ranges.

34. Ability to generate a customer invoice listing all paid and outstanding balances without listing in-house notes, and the ability to e-mail this invoice/record

E. Citation Appeals and Hearings Capabilities

Contractor's System shall be fully integrated with the citation System to put comprehensive information at UNLV's fingertips. Contractor's System shall handle administrative reviews and first round adjudication.

Contractor's System shall allow violators to file customer appeals online. These appeals shall contain photos of the violation, as well as appeal text and the ability to attach supporting documentation. This online process is designed to manage first round appeals, ensuring that court date and in-person hearings are not taken up by frivolous appeals.

Ruling on an appeal will be made simple. The standard appeal screen will include details about the violation (such as status, delinquent date, amount owed and contact information), appeal text, and the capability to rule. As soon as an appellant files an appeal, an authorized adjudicator will be able to review and rule on the appeal.

Contractor's System shall track all appeal activity in real time, and if an appellant is not satisfied with the first round result, an in-person hearing can be requested. Once a first round decision is made, Contractor's System shall automatically email and/or mail (via first class US Mail) notification of the appeal result.

Citation Appeals and Hearings Capabilities: Contractor's System shall allow the appeals and hearings manager the ability to perform the following tasks:

1. Ability to require an appeal to have a hearing or apply the result without requiring a hearing
2. Enter user-defined result codes to indicate appeal outcome
3. Extensive notes field (including date of the note, note type, and comments)
4. Attach digital pictures, files or documents to the appeal record
5. Allow for the adjustment of the citation's final amount due by an authorized person and keep track of

all adjustments made to the record

6. Relationally link and simultaneously update citation files
7. Set revised due dates
8. Put citations on hold (no further accumulation of late days, fees or notices) while appeal is in process
9. Provide built-in court hearing schedule report
10. Insert user-defined tables for court location
11. Ability to define a docket (hearing date and time)
12. Ability to automatically assign appeals to an available docket, based on pre-defined criteria such as number of hearings per docket, officer availability, etc.
13. Allow direct access to the citation, customer, and receipt records
14. Generate/print and/or email appeal decisions and/or letters on demand for a single hearing or in batch for multiple hearings. This feature should allow the user to call up one of several standard customer-defined appeal response letters in the database file and have information about the citation, customer and vehicle information automatically entered on the standard letter.
15. Automatically generate letters/emails for hearing notification/results notices without the user initiating the process
16. Direct access to letter history should be provided as well as storing a copy of the letter in the history.
17. Contain a user-defined appeal note code that allows users to read why an appeal was upheld/denied as well as the ability to print this information on letters generated within the Software
18. Display a message if a citation is currently on appeal
19. Allow for user-defined appeal types (oral, written, 2nd appeal, etc.)
20. Appeal multiple citations on a single hearing record
21. A visual indicator displays on records with attachments
22. Insert an unlimited amount of user-defined fields. Field definitions include data type (date, flag, character, etc.), field title, length of field, etc.
23. Direct access to financial information related to the citation. This includes payments, adjustments, late/fees, appeal reductions, etc.
24. Provide a brief summary and direct access to all information and invoices associated with a hearing on a single screen (e.g. customer, citations, receipts (payments), etc.). This summary screen should make use of color schemes and/or readily identifiable icons to expedite user recognition as well as provide context sensitive menus.

25. Ability to assess a user-defined court fee
26. Offer configuration options for the time limit to appeal a citation and also whether payment is required before the appeal
27. Contain a user-defined appeal note code that allows users to read why an appeal was upheld/denied as well as the ability to print this information on letters generated within the software
28. Include a judgment decision note field which can be incorporated in the automated hearing notification letters generated within the software.

F. Vehicle Registration

The process by which a customer may order a parking permit shall be as follows. When a customer wishes to register their vehicle (order a parking permit) they will log on to www.ThePermitStore.com where they will either create a new account with ThePermitStore or login to their existing account. They will then be asked to submit personal information such as name, address(s), phone number(s), email, UNLV ID number, client type etc. All required information shall be customizable by UNLV to fit UNLV's specific registration needs.

Vehicle Registration Capabilities: Contractor's System shall offer the following vehicle registration capabilities.

1. Ability to view all activity associated with a vehicle including permits, citations, handheld notifications (messages sent to the handheld), boot/tow information, and notes
2. Ability to link multiple customers to a vehicle
3. Ability to assign VIP Status to a vehicle
4. Define vehicle assignment categories, such as registered owner, driver, rental car, etc.
5. Ability to prioritize drivers
6. Assign a unique registration number
7. Ability to manage and process the State of Nevada plate type series
8. Maintain vehicle ownership and plate type information
9. Establish current liability for the vehicle
10. Insert an unlimited amount of user-defined fields. Field definitions include data type (date, flag, character, etc.), field title, length of field, etc.
11. Ability to send custom vehicle notifications to the handhelds, notifications includes a start and end date, notification type and comments. (Examples: do not ticket or tow, VIP, boot/tow, scofflaw, etc.)
12. Support the attachment of scanned documentation, digital images or other electronic items to the record

13. A visual indicator displays on records with attachments
14. Extensive notes field (including date of the note, note type, and comments)
15. Complete list of invoices (citations, permits, boot/tow, etc.) related to the vehicle and the ability to go directly to one of those listed record
16. Provide a brief summary and direct access to all information and invoices associated with a vehicle on a single screen (e.g. customer, citations, permits, boot/tow, etc.). This summary screen should make use of color schemes and/or readily identifiable icons to expedite user recognition as well as provide context sensitive menus.
17. Create scofflaw files based on the citations associated with a vehicle
18. Provide a scofflaw flag on the vehicle record for easy identification
19. The System should automatically remove the active scofflaw flag if the vehicle no longer meets the scofflaw requirements
20. Provide a detailed audit trail of activity related to the vehicle

G. Customer Tracking

Contractor's System shall provide the capability for a UNLV parking administrator to access all customer and vehicle information through the Customer Record Search function in www.MyiParq.com. Contractor's System shall simplify and automate contacting clients. Contractor's System shall provide UNLV a clear record of past communications, as well as making sure that UNLV and anyone UNLV works with are on the same page with each customer.


Contractor's System shall allow authorized UNLV administrators to view and/or edit all data and activity within the Customer Record Search. Contractor's System shall provide UNLV with the ability to track contact information, multiple addresses, phone numbers, email addresses and vehicle information for individual customers and customer groups.

[CONTINUES ON NEXT PAGE]

Customer Record Screen

Overview

No alerts [edit](#)

Donald Trump
 admin access: enable
619238938
dtrump@gmail.com

Xavier ID Number: 029287
Register As: Freshman
[edit extra fields](#)

Security [edit](#) [log in as this user](#)

Login: dtrump@gmail.com

Password Hint: You're Fired!

Security Question: What was the name of your first stuffed animal?

Security Answer: Fired

Permits showing 2 of 2 [view details](#)

Reserved Permit - Reserved P... no bar code	Approved
Resident Test Permit - Commu... no bar code	Approved

Citations showing 10 of 15 [view details](#)

447700000023004	\$0.10 due
447700000023003	\$50.00 due
447700000023002	\$50.00 due
447700000023001	\$50.00 due
44770000007002	\$30.00 due
44770000005014	\$50.00 due
44770000005013	\$45.00 due
44770000005012	\$20.00 due
447700000014001	Closed
447700000013001	Closed

Customer Tracking

Contractor's System shall provide the following Customer Tracking Features:

1. One unique account number issued to a customer
2. Display of balance due with convenient access to detail
3. Assignment of customer classification (e.g. vendor, staff, visitor, etc.)
4. Assignment of customer sub-classification (e.g. full-time, part-time, quarterly parker, etc.)
5. Ability to turn on Do Not Accept Checks feature which works exclusively with the register
6. Ability to view a summary section with direct access to all information and invoices associated with a customer on one screen (e.g. citations, permits, vehicles, appeals, boot/tow records, properties, payments, etc.)
7. Unlimited number of addresses (physical and email) per individual
8. User-defined address types (home, work, school, etc.)
9. Ability to prioritize multiple addresses
10. Capacity to apply held monies to a customer account with complete audit trail
11. Ability to define email address types (work, home, etc.)
12. Driver's license number field
13. Insert an unlimited amount of user-defined fields. Field definitions include data type (date, flag,

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character, etc.), field title, length of field, etc.

14. Ability to send user-defined customer statements in a variety of formats to inform customer of all outstanding invoices on account (citations, permits, boot/tow, etc.)

15. Direct access to letter history should be provided as well as storing a copy of the letter in the history.

16. Extensive notes field (including date of the note, note type, and comments)

17. Ability to define addresses as invalid

18. Ability to identify potential duplicate customer records with option to merge the duplicate records into one

19. Provide a brief summary and direct access to all information and invoices associated with a customer on a single screen (e.g. citations, permits, vehicles, appeals, boot/tow records, third party billings, receipts (payments), associated properties, etc.). This summary screen should make use of color schemes and/or readily identifiable icons to expedite user recognition as well as provide context sensitive menus to allow appropriate edits, additions, status changes, and payment options, etc.

20. Support the attachment of scanned documentation, digital images or other electronic items to the record

21. A visual indicator displays on records with attachments

22. Create scofflaw files based on both the customer and not the vehicle

23. Provide a scofflaw flag on the vehicle record for easy identification

24. The System should automatically remove the active scofflaw flag if the vehicle no longer meets the scofflaw requirements.

25. Associate free-form financial transactions and adjustments to a customer

26. Direct access to receipts (payments) associated with the customer

27. Direct access to financial information related to the customer. This includes invoices, payments, adjustments, etc.

28. Direct access to a customer's association with a property

H. Parking Permit Capabilities

Contractor's System shall allow an authorized UNLV administrator to set up, issue, track, review and manage all permit data. When a customer places a permit order, they fill in a number of UNLV defined personal data fields. These fields may include personal, vehicle, property and other information. When a permit is issued to the customer, all pertinent data shall be automatically linked to that specific permit, permit barcode and unique permit order number. This shall enable UNLV to query permit and customer information using a number different search options.

Contractor's System shall provide for the complete control of the parking permit issuance process including:

1. Ability to view all activity associated with a permit including customers, vehicles, properties, receipts, and notes
2. Ability to create three (3) types of permits: Inventoried, Non-inventoried and non-tracked permits
3. Ability to inventory and track uniquely numbered permits as they are being issued
4. Ability to return and re-sell a permit
5. Record a permit's effective, issuance and expiration dates
6. Ability to track prior permits, gate cards, and space assignments
7. Ability to scan a permit's bar code at point of sale
8. Ability to track gate cards in conjunction with a permit or as a unique permit type
9. Ability to register one or more vehicles to a permit (carpooling)
10. Payroll deduction plan for staff. This Software feature should allow for the capture of data concerning individuals choosing to purchase parking permits through a payroll deduction option. It should also allow for the automatic creation of extensive customer defined standard reports for printing and sending to various departments and individuals such as: a) Payroll; b) Auxiliary Accounting, etc.
11. Ability to transfer permit balance due items to organization-wide account/billings receivable System
12. Ability to sell a permit to a customer and charge the transaction to an approved 3rd party
13. Ability to display permit account balance
14. Unlimited customer-defined permit possession status indicators including: active, lost, stolen and returned
15. Ability to download permit records to handheld ticket writers by possession status (lost, stolen, returned, VIP, etc.), permit type and location
16. Complete tracking and simplified issuance of temporary permits
17. Ability to associate multiple customers to a permit
18. Ability to make monetary adjustments
19. Direct access to financial information related to the permit. This includes payments, adjustments, additional fees, refunds, etc.
20. Population of permits for inventory management
21. Allocation of permits that link to point of sale

22. Ability to prorate permit sales/returns and automatically calculate value based on user-defined rules (i.e. weekly, monthly, daily, etc.)
23. Restrict the number of permits a customer can purchase
24. Restrict the number of permits associated to a property
25. Restrict the number of permits associated to a vehicle
26. Ability to reset the permit fee for monthly billing
27. Attach digital pictures or documents to the permit record
28. Search for all permits that are associated with a particular property, address or license plate
29. Extensive notes field (including date of the note, note type, and comments)
30. Provide the ability to print permits at the time of a sale from a networked or receipt printer (includes barcodes and graphics)
31. A visual indicator displays on records with attachments
32. Provide a brief summary and direct access to all information and invoices associated with a permit on a single screen (e.g. customer, vehicles, associated properties, receipts (payments), etc.). This summary screen should make use of color schemes and/or readily identifiable icons to expedite user recognition as well as provide context sensitive menus.
33. Generate and print permit renewal letters while maintaining an audit trail within the application. Direct access to letter history should be provided as well as storing a copy of the letter in the history.
34. Email permit renewal letters while maintaining an audit trail within the application. Direct access to letter history should be provided as well as storing a copy of the email in the history.
35. Ability to reserve permits for future sale
36. Insert an unlimited amount of user-defined fields. Field definitions include data type (date, flag, character, etc.), field title, length of field, etc.
37. Ability to define permit logic in the proposed software. The Software should be able to look at the customer's classification and determine if the permit can be sold to the customer and automatically associate the correct price of the permit.
38. Ability to generate an account review allowing all permit models to be sold on the website including the renewals of handicap, resident, and reserved permits.
39. Detailed audit trail for activity related to the permit record
40. Contractor's System will capture an NSHE number during the permit purchase process. The System will be able to provide a delimited text file using secure file transfer protocol (SFTP) formatted in a manner to allow UNLV to initiate a Peoplesoft record hold flag. At the minimum the file will contain

NSHE numbers. Other fields may be included in the file once they are defined by NSHE. Both parties agree that file will be a flat file containing a small number of text fields. Neither party expects that the file will be complicated or difficult to define.

I. Permit Fulfillment Service

Contractor's System shall utilize ThePermitStore.com to fulfill permit orders. ThePermitStore.com will become the UNLV's Internet storefront for permits. UNLV customers will visit the site and fill out a permit application. Upon approval, Contractor's fulfillment center shall ship the permit within one day.

Contractor's System shall provide UNLV the ability to enable customers to park right away. A temporary permit shall be generated instantly after order approval. Customers may be allowed to park while waiting for their permit to arrive in the mail. These temporary permits will expire within ten days of issuance.

Contractor's System shall allow UNLV to track when the permit has made it to the customer. The System can require customers to "activate" their permit by visiting www.ThePermitStore.com. Delivery is confirmed by activating the permit online.

Contractor's System shall allow UNLV to control who gets a permit. Controls can be placed on who is eligible to order specific permits. This is done through the customer authentication process, which involves importing pre-qualification data and ensuring the right customers see the right permits. UNLV can pre-qualify permit customers based on data from the Banner system.

All permit applicant and order information shall be available in real-time within the System's administrator website, www.MyiParq.com. Contractor's hosted installation of ThePermitStore shall accept all major credit cards, checking accounts and is PCI compliant.

Steps for ordering a Permit are provided in the Drawing below.

Ordering a Permit



Select buy a permit

Customer creates a user account

The permit type is selected. Restricted permits are shown if qualified

Delivery method, shipping address, and payment options are verified. In order to proceed, customers must agree to your terms and conditions

Once approved, customer receives a receipt with the option to print out a temporary permit

Print out a receipt or temporary permit

J. Wait Lists

Contractor's System shall include a permit waiting list feature which will allow UNLV customers to add themselves to a waiting list, monitors lot inventory automatically, and has an extra "personal touch" when a permit becomes available. Customers shall be able sign up for a lot-specific waiting list in the following ways:

- **Online.** ThePermitStore.com will accept a complete permit application and reserve the customer's spot on the waiting list in real time. The customer will receive an email confirmation.
- **By phone.** Contractor's customer service staff will take waiting list applications by phone. The customer will receive a confirmation email immediately, and the spot will be reserved in real time.
- **By mail.** Contractor will accept waiting list applications by mail, and spots on the waiting list will be reserved either by postmark or receipt date, depending on UNLV's preference.

Once a customer is added to the waiting list, they will receive a confirmation email with all of their details. They can always reply to the email to determine their current wait time. Contractor's customer service staff will provide them with the latest update.

Once a customer becomes eligible for a permit, Contractor's customer service staff shall attempt to contact them by phone and email. Contractor shall ensure that occupancy is high and customers get their permits as quickly as possible.

Contractor's System shall have the capability to manage priority, preferences, automatic updates and ongoing activities.

Contractor's wait list feature shall provide for the complete control of permit wait list management including:

1. Wait lists that can be prioritized or not prioritized (lottery)
2. Prioritization based on an optional combination of a date field and custom fields
3. Configuration options that either require a customer to be on a particular wait list to purchase a permit or do not require a customer to have a valid wait list record to purchase a permit. The Software should also provide an override feature.
4. Multiple choice options
5. Mutually exclusive wait lists
6. Automatic update of the wait list position number when records are inserted or edited

K. Batch Permit Issuance and Invoicing

Contractor's System shall provide a fully functional batch permit-processing module that enables the user to issue a batch of permits to an individual, agency or department and bill for the amount due. Additional features of this module shall include:

1. Ability to view all activity associated with the batch permit including customers, permits, receipts, and notes
2. Ability to make monetary adjustments
3. Ability to update permits to reflect bulk sale
4. Direct access to financial information related to the batch permit record. This includes payments, adjustments, additional fees, refunds, etc
5. Extensive notes field (including date of the note, note type, and comments)
6. Ability to print permits (includes barcodes and graphics)
7. Displaying bulk permit balance with payment information
8. Brief summary and direct access to all information and invoices associated with a batch permit record on a single screen (e.g. customer, permits, receipts (payments), etc.). This summary screen should make use of color schemes and/or readily identifiable icons to expedite user recognition as well as provide context sensitive menus

9. Assigning a unique number to each batch permit record
10. Support attachment of scanned documentation, digital images or other electronic items to the record
11. A visual indicator that displays on records with attachments
12. Ability to reserve permits for future sale
13. Inserting an unlimited amount of user-defined fields. Field definitions include data type (date, flag, character, etc.), field title, length of field, etc.
14. Detailed audit trail for activity related to the permit record

L. Properties

Contractor shall set up a permit model for each property need identified by UNLV. This will enable UNLV administrators to view all activity, customers, permits and notes associated with each property. All of the information will be available for reporting, viewing and editing within MyiParq.com. In addition, Contractor's System shall provide UNLV with access to the following functions:

1. View all activity associated with a property including customers, permits and notes
2. Detailed audit trail for activity related to the property record
3. Extensive notes field (including date of the note, note type, and comments)
4. A visual indicator displays on records with attachments
5. Share properties among multiple customers
6. Support notes on properties
7. Support custom fields on properties

M. Payment and Cash Management Capabilities

Contractor's System shall accept citation payments online, by phone, by mail and in person. For customers paying online, by phone and in person, transactions shall happen in real time and payment shall be posted immediately. For customers paying by mail, payment shall be posted based on UNLV's preference: receipt date or postmark date.

Contractor shall accept the following payment methods:



Online

Customers can go to a unique web address (or UNLV's website) and enter their citation number or license plate. From there, they can remit payment using a major credit card or checking account. All transactions are PCI compliant.



By Phone

Contractor's customer service representatives are available during normal business hours. This System accepts major credit cards and checking accounts.



By Mail

Payments remitted by mail are logged into the System by Contractor's staff. Contractor has specific check imaging (check 21) and cash management processes.



In Person

Walk-in payments are handled using MyiParq.com. This robust and easy-to-use management interface accepts major credit cards, checking accounts, cash, checks, and other payment methods.

Contractor's cash management feature shall enable UNLV administrators to manage and reconcile cash transactions effectively. To do so, UNLV will utilize Contractor's comprehensive Point of Sales System, located within MyiParq.com. This System shall integrate Contractor's robust online services with bar code readers, receipt printers and electronic cash drawers. All aforementioned hardware may be attached to a standard PC workstation.

Contractor's Point of Sales (POS) System shall be "fully-loaded" with comprehensive reports, daily summaries, cashier activity tracking and reconciliation information. The cash management module shall specifically include the functions outlined as follows:

Contractor's System shall include the following Payment and Cash Management Capabilities:

1. Ability to provide "shopping cart" functionality
2. Ability to track all transactions by cashier regardless of cash drawer used
3. Posting of payments for citations, permit invoices, NSF penalty fees, patron short bills, as well as other items such as bus tickets and pass sales
4. Ability to accept and post both payments in full and partial payments as well as apply credits from an existing customer balance
5. Ability to write-off balance of citation during acceptance of payment. This function should be restricted to authorized users and the maximum authorized write-off amount should be variable based on an individual user's access profile
6. Ability to enter payments before citation information has been imported from handheld ticket writers and have the information automatically updated when the citation is later uploaded from the handheld ticket writer

7. Notify the cashier if the parking department does not accept checks from a specific customer
8. Print a receipt as necessary that clearly identifies individual transactions and/or items purchased, including citations paid, permit receipts, bus tickets and pass receipts
9. The System should have the ability to print each receipt to a variety of printers in a variety of formats, including point of sale receipt printers
10. User-defined payment methods (i.e. cash, check, payroll deduction, credit card, interdepartmental check)
11. Restrict payment methods by a customer's classification
12. Optional field for check number, credit card number, authorization number or expiration date
13. Separate module for quick and easy batch application of citation mail-in payments
14. Capability to mark NSF check receipts, add associated fees, send customer defined standard NSF check notifications and have the option to activate the "Do Not Accept Checks" feature in one easy process
15. Complete drawer close-out process with detailed reconciliation report
16. Ability to access and import for purpose of sale, a permit record from populated inventory via the cash register screen with automatic calculation of the prorated (if applicable) purchase price
17. Ability to scan a bar code printed on sale items (i.e. citations, permits) into various fields to facilitate rapid data entry and lookup at point of sale
18. Extensive "notes" field on each register tape (e.g. to indicate why there are discrepancies between the expected balance and the actual balance)
19. Transaction total given at close of cash drawer
20. Ability to facilitate third party sales (i.e. an individual purchases a permit but the bill for the permit is directed to a third party)
21. Ability to restrict a permit sale until all citations are paid
22. Allow the customer to pay for both citations and permits in a single transaction.
23. Ability to print receipts on demand and reprint receipts
24. Ability to establish payment plans (including notice generation and a delinquency report)
25. Ability to endorse checks

N. Task Scheduler

Contractor's System shall execute a number of discrete parking management tasks. These tasks shall run automatically, without being initiated by a UNLV administrator. The most notable of these tasks

include automatic email generation, adjudication notification, citation correspondences, fine escalations, "citation aging actions," delinquent email notifications, delinquent mail notifications, permit activation reminders, permit approval notifications, permit disapproval notifications, status change notifications, online permit availability, permit expiration and password update reminders. Contractor's System shall also offer the capability of automatically executing user defined tasks such as report generation and data export.

O. Notice and Letter

Contractor shall mail UNLV notices on time. Contractor's mailing center processes over 300,000 mail pieces every day. Contractor shall print and mail customized notices, based on UNLV's schedule, notifying owners of fine escalations, due dates and payment options. Contractor shall configure correspondence templates and automatic triggers based on UNLV's requirements.

Contractor's end-to-end correspondence module shall automate the process of following up on delinquent tickets. Registered owner information shall be acquired from the DMV and notices shall printed/mailed each day without further intervention.

After initial set up, no further action is required by UNLV for on time notification to occur. Contractor's citations "age" from the date of issuance. Contractor's System shall allow actions to be configured to occur when a citation ages to a certain number of days. These actions can include assessing a late fee, transferring collections to a collection agency and sending automated emails/US Mail notices.

The following letter types shall be available in the Software module:

1. Customer Statement
2. Citation Overdue Notice
3. Hearing Notification/Results Notices
4. Permit Renewal Letter

Contractor's System shall include the following features related to Notices and Letters:

1. Send notices and letters by email
2. Allow the user to prioritize address types (address types should consist of both email and address types)
3. Allow the user to define/create different types of standard letters, including letters specifically for Appeals, Permit Renewals, Account Statements, Citation Billing, Multiple Overdue Notices, Delinquent Payment Plans, etc., for storage in the database file
4. For each type of standard letter in the database file, the software should allow the user to print only one such letter applicable to only one citation, vehicle, or customer or the complete "batch" of that type of letter for all applicable citations, vehicles or customers when certain user-defined conditions are met
5. Allow the user to delineate the specific combination of conditions that should exist in order to trigger the printing of each standard letter type for a particular citation, vehicle or registered owner. Definable conditions should include but not necessarily be limited to: number of days that the

citation has been outstanding (unpaid), number of unpaid citations, letters for a specific state license plate only. Users should be able to combine these conditions using logical operators to form more complex situations

6. Allow certain defined fields in each standard letter type to be automatically filled in by accessing data in the database file at the time of printing (i.e. customer name and address, etc.). Such defined blank fields for automatic data entry should include but not necessarily be limited to: individual listing of each unpaid citation, total dollar amount due, specific details for each outstanding citation, vehicle description information, registered owner information and customer authority name and address information
7. Allow letters to be printed on a standard printer that can be accessed via a local workstation
8. Ability to “roll back” letters, if they were generated in error
9. Allow an unlimited number of user-defined letter headings to be selected by letter type. The user-defined letter headings should contain name, department, address, city, state, zip code, and phone number
10. Allow for the customer unique ID number to be suppressed on letters/emails
11. Generate and print notification letters while maintaining an audit trail within the application. Direct access to letter history should be provided as well as storing a copy of the letter in the history.
12. E-mail notification letters while maintaining an audit trail within the application. Direct access to letter history should be provided as well as storing a copy of the e-mail in the history
13. Automatically generate letters/e-mails for overdue citation notices without the user initiating the process

P. Extensive Reports Generation

Contractor's System shall allow reports to be generated in real-time, using up-to-the-second data from UNLV's database. Contractor's interface is designed to be intuitive and easy to use. Contractor shall provide a standard suite of commonly used reports that can be automatically delivered to UNLV. The samples provided below can be generated by Contractor's System. All information shall be available for export into commonly used formats, such as PDF, CSV and Excel.

Contractor's System shall be capable of producing pre-defined reports concerning citation activity, permit sales activity and parking citation appeals activity with a variety of sorting options such as Date Range(s); Ticket # Range(s); Outstanding Tickets; Tickets Issued by Officer ID; Tickets Issued by Location; Tickets Issued by Violation; and Tickets Issued by Time Periods.

Contractor's System shall be capable of producing accounts receivable and write-off reports that indicate, by user-defined receivable type, the following: total dollars collected, total citations outstanding (unpaid or partially paid), and total citations disposed by disposition type over a user-defined period (e.g. monthly, annually, etc.).

Sample Reports

Permit Inventory									
The permit types listed below are on sale or will be on sale in the future. Download to Excel									
Permit Type	Sale Start Date	Sale End Date	On Sale Now	Permits Remaining	% Remaining All Locations	# Remaining @ Client	# Remaining @ Web	Total Inventory Printed	Inventory Delivered To Client
* Replacement * Student - 2011-2012	08/15/2011	08/01/2012	yes	365	10%	269	96	3700	96
* Replacement * Student B - 2009-2010	04/15/2009	07/15/2010	no	0	0%	0	0	0	0
Academy Student - 2011-2012	04/15/2011	08/01/2012	yes	34	31%	0	34	110	34
Academy Student B - 2011-2012	04/15/2011	08/01/2012	yes	34	31%	0	34	110	34
Faculty/Staff * Motorcycle * - 2011-2012	04/12/2011	08/01/2012	yes	2	5%	2	0	40	0
Faculty/Staff - 2011-2012	04/12/2011	08/01/2012	yes	2	0%	0	2	1400	2
Student * Motorcycle * - 2011-2012	04/12/2011	08/01/2012	yes	2	5%	2	0	40	0
Student - 2011-2012	04/12/2011	08/01/2012	yes	365	10%	269	96	3700	96
Student B - 2011-2012	04/12/2011	08/01/2012	yes	365	10%	269	96	3700	96
Temporary - Permit	08/01/2009	08/01/2025	yes	0	0%	0	0	0	0

Appeal Status	# Total	Aimee Legind	Courtney Folsom	Daniel Robison	Georg Freitag	Ruby Nelson	Sarah Green	Tyler Thornton
Accepted With Fee	0	0	0	0	0	0	0	0
Accepted	105	4	0	0	63	22	16	0
Adjusted	12	0	0	0	2	5	5	0
Disregarded	0	0	0	0	0	0	0	0
Incomplete	0	0	0	0	0	0	0	0
Open	4	0	0	0	3	1	0	0
Rejected	80	1	0	0	54	14	11	0
Removed	0	0	0	0	0	0	0	0
Reviewed	0	0	0	0	0	0	0	0
Totals	201	5			122	42	32	

Showing 1 to 10 of 10 entries

Display 500 rows

Violation Count By Officer									
Viewing all violations issued 12/02/2011 through 12/09/2011 View Online Download to Excel									
View Supporting Data									
Violation Type	# Written	Total Face Value	Collected via Web	Collected over Counter	Still Outstanding	Collection Rate	# Void	# Appealed	# Appeal Accepted with \$0 Due
Totals	299	\$6,560.00	\$192.00	\$96.00	\$5,344.00	19%	0	20	8
01 - Parked in a Handicap Slot or Loading Area	4	\$128.00	\$0.00	\$0.00	\$128.00	0%	0	0	0
02 - Parked in a Staff or Reserved Slot	88	\$1,408.00	\$64.00	\$32.00	\$1,248.00	11%	0	5	2
03 - Parked in a Service Zone	1	\$16.00	\$0.00	\$0.00	\$16.00	0%	0	0	0
04 - Not Parked in a Designated Slot	23	\$368.00	\$32.00	\$16.00	\$288.00	22%	0	5	0
05 - Blocking Traffic Flow or Double Parked	8	\$128.00	\$0.00	\$32.00	\$96.00	25%	0	0	0
06 - Parked in a Loading Zone Since _____	20	\$320.00	\$32.00	\$0.00	\$272.00	15%	0	1	1
07 - Parked in a Time Zone Since _____	14	\$224.00	\$16.00	\$0.00	\$208.00	7%	0	0	0
08 - Vehicle Not Registered / Permit Not Visible	107	\$3,424.00	\$32.00	\$0.00	\$2,656.00	22%	0	7	4
09 - Parked on Grass (No Parking)	3	\$48.00	\$0.00	\$16.00	\$32.00	33%	0	0	0
10 - Parked on Sidewalk/Blocking Pedestrian Traffic	1	\$16.00	\$0.00	\$0.00	\$16.00	0%	0	1	0
11 - Parked in a No Parking Zone	8	\$128.00	\$16.00	\$0.00	\$80.00	38%	0	0	0
12 - Parked in a No Overnight Parking Zone	21	\$336.00	\$0.00	\$0.00	\$304.00	10%	0	1	1
14 - Permit Not Properly Displayed	1	\$16.00	\$0.00	\$0.00	\$0.00	100%	0	0	0

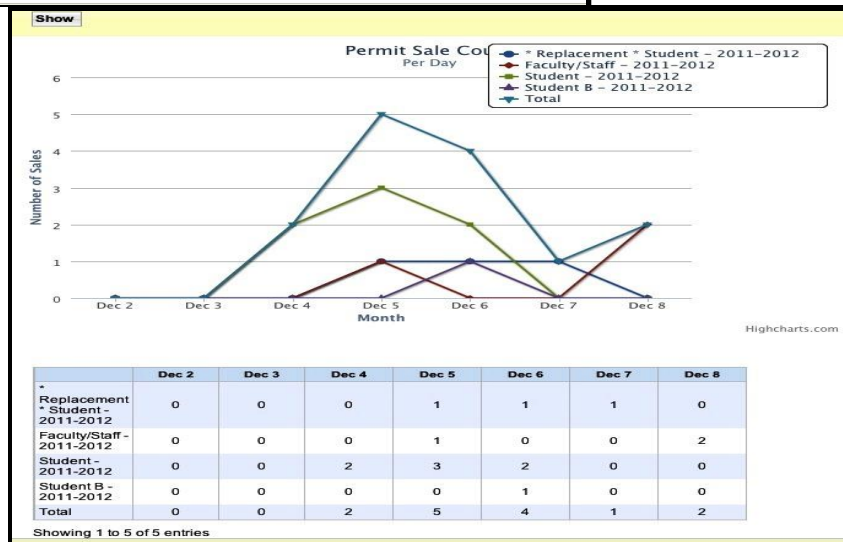
Showing 1 to 14 of 14 entries

Display 500 rows

Violation Type	Total	J. Tilman	P. Smith	B. Prittsen	A. Johnson	A. Von Nugebaum
Total	1686	146	786	511	242	1
01 - Parked in a Han...	18	0	6	7	5	0
02 - Parked in a Sta...	485	3	218	107	156	1
03 - Parked in a Ser...	4	0	3	1	0	0
04 - Not Parked in a...	43	6	7	14	16	0
05 - Blocking Traffi...	12	0	3	9	0	0
06 - Parked in a Loa...	41	14	2	19	6	0
07 - Parked in a Tim...	36	0	11	17	8	0
08 - Vehicle Not Reg...	871	11	487	329	44	0
09 - Parked on Grass...	5	0	4	0	1	0
10 - Parked on Sidew...	2	1	1	0	0	0
11 - Parked in a No ...	34	1	25	5	3	0
12 - Parked in a No ...	110	110	0	0	0	0
14 - Permit Not Prop...	18	0	17	0	1	0
15 - Tow Warning	7	0	2	3	2	0

Showing 1 to 15 of 15 entries

Display 500 rows



Q. Query Manager

Contractor's System shall include a query module that allows users to define their own request for information. The query manager can be used for query building, data export and posting. The flexibility

of this area shall be limited only by a user's security access, which determines if that user has the rights to view the data being requested by the query.

R. Data Import/Export

Contractor's System shall create file formats (ASCII files) that readily facilitate and accommodate data import/export between all aspects of the parking management System, UNLV systems, and external agencies or departments.

S. Web Services

Contractor's System shall be accessible via any computer with an Internet connection and browser. Contractor's Software shall allow external programs to access features within Contractor's Software application. Contractor's System shall allow for the creation of a web-based interface allowing secure online transactions.

Contractor's System's web services module shall include the following features:

1. The Contractor should offer consulting services, if needed, to help guide the web implementation process
2. Web services should provide a group of procedures and views that can be called from an outside system that is logged into the parking database
3. Web services should fully address permit sales. This includes inserting/updating customer information and inserting/updating vehicle information
4. Web services should allow a customer to find and pay all citations for which they are responsible
5. Web services should allow a customer to find personal account information. This includes citation and permit information.
6. Web services should allow a customer to edit current biographical information
7. Web services should allow a customer to appeal citations
8. Web services should allow for more than one citation to be appealed on the same appeal record
9. Web services should check and apply any business rules defined in the parking database. This includes, but is not limited to, permit restrictions
10. Web services should offer real-time interaction with the parking database
11. Web services should be capable of operating over a secure network connection including SSL
12. Each web service should support user authentication
13. All activities performed by a web service should be logged in the System activity and/or financial log of the System.
14. Web services should adhere to the business rules of the System so as not to compromise existing data or allow insertion of bad data.

15. Web services should include support for insert/update activities to user defined custom data fields in the System.

T. Web Solutions

The 3 websites that make up Contractor's web base solution ("Web Solution") are:

- MyiParq - Manage Your Operation
- SCAPAY - Pay or Appeal a Citation
- ThePermitStore - Your Virtual Front Counter

These commerce websites which constitute the Web Solution shall integrate with the Oracle or SQL databases, as needed. Contractor's team of skilled development experts is available to take on custom requests and projects as needed by UNLV.

U. Booting/Towing

Contractor provided handhelds shall automatically identify license plates on the boot list to officers in the field. Contractor's System shall be capable of running inquiries based on license plate number, vehicle owner's name, citation number or city of residence. Contractor provided handhelds shall identify scofflaws automatically, sound an alarm and display custom instructions. Enforcement officers will be able to call for a tow or boot instantly. Contractor's System's seizure list shall be imported nightly and handhelds shall be updated wirelessly. Information on seizures shall be stored in a separate towing module. Contractor's System shall provide a complete inventory of vehicle tows. This module shall allow scanned documents, digital images and other electronic items to be attached to the citation record. In addition, an extensive notes area can be associated with each citation.

Contractor's booting/towing module shall include the following features:

1. User-defined release codes that can also be used in standard reporting
2. Ability to enter all towing agencies and impound garages with associated agency fees that are automatically applied as necessary
3. Fields for entry of boot ID# and location
4. Support the attachment of scanned documentation, digital images or other electronic items to the record
5. A visual indicator displays on records with attachments
6. Provide a brief summary and direct access to all information and invoices associated with a boot/tow on a single screen (e.g. customers, receipts (payments), etc.). This summary screen should make use of color schemes and/or readily identifiable icons to expedite user recognition as well as provide context sensitive menus to allow appropriate edits, additions, status changes, and payment options, etc.
7. Extensive notes field (including date of the note, note type, and comments)

V. Data Warehouse

Contractor shall store all data stored on behalf of UNLV at the iParq Data Center (IDC), a "mission critical" System that ensures that all of Contractor's Systems and sites remain open for business, twenty-four hours a day. With a month-over-month, historically consistent 99.999% uptime, the IDC ranks alongside other leading websites. The IDC also features redundant servers, fault tolerant

systems, fail over and RAID arrays. As data security and uptime are paramount to Contractor's business model, Contractor shall maintain the IDC twenty-four hours a day, seven days a week. Contractor shall keep access to data secure with firewall protection and 128-bit data encryption. The IDC and Contractor's offices shall remain compliant with VISA security standards. Finally, Contractor shall keep all of the data housed in the IDC confidential. Lastly, as an application service provider, Contractor holds data security and System uptime as two cornerstones to superior service. To this end, Contractor shall employ state-of-the-art measures to protect UNLV's data (including UNLV User Data) and ensure that it is available when UNLV needs it.

W. Application Development Rights

Contractor's System will allow for custom development of the System, at an additional cost, if requested by UNLV. Custom programming costs are included in Exhibit B.

X. Communication

Contractor's System shall allow for communication via e-mail to all campus permit holders, or specific permit types.





Y. Visitor Parking



For cellphone based parking and transactions, Contractor recommends Parkmobile. Since 2000, Parkmobile has over 280 successful implementations throughout the United States, Australia and Europe since 2000.

Parkmobile's open architecture (.net) enables seamless and easy interfaces via application payment interfaces (API's). It is based on a service-oriented architecture, so their ability to integrate with current and legacy systems is greatly simplified and based upon open system standards. Parkmobile is hardware agnostic and is integrated or can integrate with a variety of legacy systems and any meter or enforcement equipment manufacturers.

Contractor believes that Parkmobile is a good choice for the vendor portfolio due to its leadership in the space and its ability to work with outside systems.

Pay-By-Phone Parking:

	Parking Driver pulls into a Parkmobile parking space. The driver can register with Parkmobile in advance or when parking. A driver only has to register once to park anywhere in the United States. Registration is free of charge.
	Parkmobile Activation Driver uses one of our native mobile apps or calls a toll-free number on the sign or meter and speaks or keys in the parking zone number. Transactions can also start with landline, internet or SMS/TXT message. Parkmobile confirms the zone and parking rate. This process takes significantly less time than the current (Muni) meter process.
	Centralized Data Management Information is instantly sent to Parkmobile's centralized data management System and is immediately available to the parking provider. All information is protected using a SSL-256 bit encryption process. Our SQL servers are maintained and hosted in a secure and redundant cloud using a SAS-70 and PCI certified service provider here in the U.S.
	Enforcement Parkmobile is hardware agnostic and can directly integrated to UNLV's enforcement solution or could provide a feed to license plate recognition

	(LPR)-driven systems.
	Session Expires Money is authorized and collected from registered users in real-time based on the session expiration and transferred to the University's merchant account using a secure electronic funds transmission process. Parkmobile is PCI DSS Level 1 compliant.
	Reports Drivers and parking providers have real-time access to data showing when parking started and stopped and what the total charges are. A wide variety of reporting tools are available, from specific dates or parking zones to global reports.



Z. Event Parking

Contractor's System shall provide an event parking solution. In the office, Contractor's System shall provide UNLV the capability to configure events and sell parking ahead of time online. Then UNLV can open up an express lane for people who plan ahead. No cash to handle, no long line to manage. For everyone else, UNLV parking employees shall have the capability to tap a button on the handheld to issue a temporary, enforceable parking permit. At the end of the day, Contractor's System shall allow UNLV the ability pull a report and reconcile transactions down to the lot attendant.

After the parking attendant is finished issuing parking permits, Contractor's System shall allow the data contained in the handheld to be uploaded to MyiParq using a cradle that attaches to any computer with an Internet connection. The data shall be immediately available to parking administrators from any web-enabled computer by using MyiParq. UNLV shall be able to access real-time reports, control financial operations, and audit System using the iParq Software. Managers can view all transactions for an individual or shift using the cashier activity report. The reports will show all activity for each producing revenue transaction and can be sorted by day, week and date range. Contractor's Event Management module shall provide billing capabilities.

AA. Handheld Ticket Writers

Contractor shall provide UNLV with handheld ticket writers for automated citation issuance. UNLV shall have the option of either leasing or purchasing the handhelds. Handhelds provided by Contractor shall feature full integration with Contractor's Software. If a handheld is damaged for any reason, Contractor shall provide a replacement within one business day.

Handhelds provided by Contractor shall meet the following minimum requirements.

- Display – A minimum of 640x480 pixel color LED front light.
- Operating System – OS software platform.
- Processor – At least a 200MHz processor
- Memory - The handheld computer shall support at least 64mb high-speed SDRAM and 64mb nonvolatile flash storage.

- Durability – The handheld computer shall meet a higher environmental sealing rating for protection against rain and dust, and shall be unit.
- External Interfaces - Handheld shall support communications of either wireless or through the existing network
- Environment - The unit shall be capable of being stored without damage within the temperature range of 0 to +135 degrees F.
- Warranty - The handheld computer shall have at least a one-year standard warranty.
- Color Camera – The camera shall be integrated into the handheld. The camera shall have the ability to store snapshots as BMP, JPG and GIF file formats. The image resolution shall be a minimum of 640 x 480 pixels.



Options for Handheld Hardware

Contractor offers several options for handheld hardware. Contractor offers single-construction units or two-piece units (recommended). The majority of Contractor's customers prefer the two-piece units. The single-construction units have specific feature limitations, such as no integrated photo capabilities. Specifications for the recommended two piece unit are provided below.

The units feature a digital camera, backlit VGA color display, audio recorder, barcode scanner and a rechargeable battery. A wireless or a wired (cradle) connection transfers the data between the UNLV's administrative System and the handheld unit.

The units are weather resistant and designed for everyday use. For additional protection, handhelds can be fit within a rugged case.

Contractor recommends the Palm Treo (two piece unit), a low cost, high performance handheld device that is also lightweight, weather-resistant and designed for everyday use.

iParq Palm Ticket Writer	Mobile Field Printer
	

Ticket writer units include a sleek protective case and spring holster clip that protects the handheld from scratches and drops while adding minimal bulk.

Software Environment: Windows Mobile 5.0
Pocket PC

CPU: Intel XScale PXA270 300MHz
Samsung

Memory: 128 MB RAM

Expansion: MiniSD card slot; up to 2GB card

Battery: Removable 1200 mAH Lithium-ion

Screen: 240 x 240 color TFT touchscreen display, 16-bit color displays over 65,000 colors

Connectivity: Bluetooth 1.2 wireless technology, Infrared (IR) & Bluetooth stereo headset

Camera: 1.3 Megapixel with 2x digital zoom

Keyboard: Full QWERTY key layout with backlighting, integrated number dial pad, & key guard feature

Power/Sync: Multi-connector on device, USB sync cable, international adapter

Physical Characteristics

WxDxH: 59 mm, 21 mm, 113 mm: Weight: 160g

This mini Zebra printer offers compact, 2 inch-wide receipt printing ideal for mobile POS and field sales/service applications.

Print Characteristics

Resolution: 203 dpi/8 dots per mm

Print method: Direct thermal

Maximum print speed: 3"/76.2 mm per second

Print Area

Maximum Width: 1.9"/48.3 mm

Maximum Length: Continuous

Memory

8 MB RAM; 4 MB Flash

Physical Characteristics

Width: 3.18"/80.8 mm

Depth: 2.26"/57.4 mm

Height: 5.34"/135.6 mm

Weight (with battery): .70 lbs./ .32 kg

Issuing Citations: The steps for issuing a written citation shall be as follows:

Writing a citation is an easy, two-step process. Enforcement officers shall have the ability to issue citations from a single screen, complete the task in seconds, track scofflaws, call for a tow or boot or view the history of a particular vehicle.

Step 1

Enter violation details, license plate information & take a picture



Step 2

Tap the print button to issue a citation



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BB. Modularity

Contractor's System shall allow for the addition of handheld ticket writers, users, locations and modules.

CC. Host and Peripheral Hardware

All of Contractor's enforcement hardware and Software shall seamlessly integrate with all of Contractor's Systems via cradle and USB. There shall be no need for peripheral equipment to interface with Contractor's System.

DD. Handheld Software

Contractor's System shall meet all of the following handheld Software requirements:

1. User Interface - Handheld Software shall provide a user-friendly interface for ease of use and durability.
2. User Configuration - The handheld Software shall be completely configurable so that the supervisor may select data entry fields and make them a required entry, an optional entry, or an unused field.
3. Password/Security - The software shall require a valid logon ID and possess two levels of security. One is to be used for System administration/configuration and the other for field personnel.
4. Master Files - The System shall support entry of information such as vehicle make, model, color, style, plate type, violation, location, void, and standard comment codes. The System shall also support full registered owner, scofflaw, VIP, vehicle notifications and tow request files. At no time during citation entry shall the user memorize codes for data entry; all entries shall be selectable from a screen. This screen shall employ a simple scrolling and paging function for location of data. The System shall allow the user to browse these files at any time without being in citation entry mode.
5. Citation Display and Edit – The System shall easily allow the user to display all citation data entered to that point and to edit or modify any field without disruption of the citation entry process.
6. Citation Browsing, Voiding, and Reprinting - The System shall allow the user to view and void (optionally) any and all citations written by the user since the last upload of data to the host. A valid void code shall be entered for the voiding of any completed citation and this code and the officer ID shall be noted on exception report at the host. The System shall also support reprinting of an issued citation.
7. Auto Tag/Permit Search - When the license plate and permit number (if applicable) are entered during citation entry, the System shall automatically search the customer, vehicle, VIP, scofflaw, and tow request files for a match. If a match is found, the customer and vehicle information shall be automatically entered into the proper data fields without additional keying by the officer. If a match is found in any of the VIP, scofflaw, or tow request files, the System shall supply feedback to the user. If a match is found in the scofflaw file, the System shall display the number of unpaid citations, and outstanding balance.
8. Chalking - The System shall support monitoring of vehicles in fixed time zone parking areas. The System shall maintain a file of tag numbers in fixed time parking and, at any time, display the elapsed time and previous location of the vehicle. The software shall allow the user to enter the Citation Entry module directly from the Chalking module with one keystroke.
9. Time Stamping - All transactions shall be time stamped by the System's internal clock. This feature may not be modified by user.

10. Warnings - The System shall support the issuance and tracking of warnings as well as actual citation issuance.
11. Location - The System shall support standard location codes and descriptions, location comments, block numbers, and meter numbers.
12. Comments - The System shall support both standard comment codes and free-form comments. Software shall allow the user to select whether the comments are printed on the citation or "hidden" and uploaded to the database.
13. Fines/Violations - The System shall be configurable by authorized personnel to allow field personnel to modify the standard violation fine. The System shall support the entry of one violation per citation. The System shall prompt the user if an additional citation shall be issued to the vehicle. The System will prompt the user for information regarding the additional violation.
14. Handheld Security - The handheld shall have a security option so unauthorized users cannot access the System.
15. Bar Codes - The Software shall support the capability to print a laser-quality bar code on the citation, reflecting the citation number, so that payment can later be easily and accurately applied to the correct citation during batch payment entry. The System shall support both "2 of 5" and "Code-39" (aka 3 of 9) barcode types. The System shall be able to put any information (up to at least 20 characters) contained within a citation into the barcode, e.g. Citation Number, Date, Fine Amount, Impound #, License #, State, Plate Type, etc.
16. User Defined Citation Print Formats - The Software shall allow authorized users to design an unlimited number of custom citation print formats. This includes a selection of variable fields as well as the ability to print warnings.
17. Required License Plate Double Entry - The Software shall allow authorized personnel to select whether the license plate shall be entered twice for confirmation.
18. Multiple Citation Alarm - The Software shall allow authorized personnel to select whether they wish to check for multiple citations to the same vehicle in the same day and notify the officer of the previous citation.
19. Field Permit Checks - The handheld Software shall provide the ability to interface with a bar code laser scanner to perform validity checks on bar coded decals and hang tags.
20. Double Entry – Optional feature requiring mandatory double permit entry to reduce data entry errors.
21. Screen Order – The handheld shall support presentation of citation data entry screens according to a user-specified order.
22. Wireless Option – The software shall support real-time wireless communications over a wireless LAN or cellular network using sufficient hardware and wireless options to be included in the bid.
23. Snapshots – The software shall provide the ability to take an unlimited number of color snapshots. The Software shall automatically download the snapshots and associate to the appropriate citation record.

EE. Communications

1. Host Communications Software – Contractor's System shall offer a Software manager for host communications.

2. High Speed Communications - The System shall offer the capability of direct host communication with multiple handheld units via high-speed data communications. High speed communications include communication speed of up to 11 Mbps using wireless 802.11b communication solution or communication speed of up to 800 Kbps for Bluetooth communication. All necessary hardware is provided by the Contractor.

3. Real-time Wireless Communications – The System shall offer the capability of real-time in-the-field communications. Wireless communications shall be offered in either 802.11b or GPRS cellular communications.

FF. Cashier Station Bundles

Contractor shall provide UNLV with an electronic cash drawer(s) with barcode scanner able to accept sale or payment transactions at UNLV's parking office.

The specifications for the Cash station bundles are provided below.

	Wasp WCD-5000 Pos Cash Drawer The Wasp WCD5000 cash drawer features all-metal, rugged construction and a compact design, perfect for retail environments with limited space. Engineered for easy installation and use, the WCD5000 offers two media slots for separating checks and coupons. The WCD5000 easily integrates with Epson or Epson compatible printers
	USB Automatic Barcode Scanner with Stand The barcode scanner is simple installation and ideal use in a wide range of situations and workplaces, function is Unbeatable and easy use, design is stylish, includes the optional hands free adjustable stand. Interfaces Supported: USB. Scanner Type: Bi-directional. Scanning type: Automatic scanning. Scan Rate: 100 scans per second. Scanning angle: Inclination angle 45, Elevation angle 60.
	USB Triple Track POS Magnetic Stripe Card Reader Information is instantly sent to Easy to use card reading solution! This MSR250HK USB Triple Track POS Magnetic Stripe Card Reader is ideal for retail systems, security systems and other card reader applications. This Point of sale (POS) magnetic card reader can read up to 3 tracks of data and conforms to industry specifications including ANSI/ISO Standards 7810,7811-1/6 and 7813
	Epson TM-H6000III Thermal Printer The Epson TM-H6000III is a compact, high-performance multifunction POS printer that is capable of delivering thermal receipt and slip printing at 63 lps. With the Epson thermal printer, you get printing of high-resolution, two-color graphics and endorsement without any lag. The high-speed QuickPass feature of the Epson TM-H6000III cuts down check processing time by up to 50%. Sporting a state-of-the-art MICR reader, the multifunction POS printer virtually gets rid of any possible misreads and substitution errors with its accuracy of over 99.9%. The drop-in paper loading of the Epson thermal printer makes it

	very easy to reload media.
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III. System Maintenance and Support

Contractor shall provide UNLV with a parking management System that will always be up to date and which shall automatically be updated to the latest version. Contractor shall provide unlimited Software updates, System upgrades, and client support services. Contractor shall provide upgrades remotely, with no effort required from UNLV. Contractor shall keep UNLV up-to-date with the Software and hardware for the life of the Contract. When Software enhancements and new technology become available, Contractor shall upgrade the Software for UNLV at no additional charge. Ongoing maintenance and troubleshooting shall be included.

Contractor shall ensure that UNLV receives continuous System maintenance, support and newest available Software upgrades throughout the Term(s) of the Contract.

Contractor shall deliver, install and integrate the necessary handheld hardware and Software components. Contractor shall provide all parking management System handheld hardware and Software support to include ongoing maintenance and unlimited Software upgrades. If a handheld is damaged for any reason, Contractor shall provide a replacement within one business day.

Contractor shall provide a toll free call center for customer service and support on Monday thru Friday between the hours of 8:00AM and 5:00PM Pacific Standard Time. Contractor shall resolve 95% of all support calls within fifteen minutes. Contractor's customer service center shall be staffed with courteous, well-trained professionals, able to resolve most issues at the time of the call. If the issue requires additional investigation, a follow up call shall be made as soon as possible. Email support shall be made available within the hour during the hours of 8:00 AM to 5:00 PM Pacific Standard Time.

Contractor shall provide an emergency phone number for UNLV to call between the hours of 6:00 a.m. and 7:00 p.m. in the event of an emergency.

UNLV shall always be able to access Contractor's System. Contractor's System shall be accessible to all users 24/7/365.

IV. Implementation

Contractor shall provide UNLV with a project manager and a staff of client service experts for implementation. These service experts will be UNLV's primary points of contact after implementation. Contractor's project manager shall be on site during implementation, and Contractor's client service team members shall be available for in-person and over-the-phone support.

Contractor recommends that UNLV appoint one staff member to become the "master administrator" and the local System expert. Total UNLV staff time commitment for implementation is approximately 4-8 hours. Contractor shall provide all necessary documentation and user manuals for the training sessions.

Contractor's implementation phase of UNLV's parking management System shall be completed in four weeks or less, and shall to include any time necessary for development of the Web Solution. Contractor shall coordinate with UNLV personnel to determine the start date for implementation and go live date for the System. The go live date for the System shall be no later than May 1, 2013.

Contractor asserts that they shall work with UNLV to ensure a smooth transition from UNLV's previous parking system to the new System.

Contractor shall have all parking permits that are ordered by UNLV Parking for the Fall 2013 UNLV academic Semester and Annual Permits for the upcoming year printed by July 1, 2013. UNLV will request that a portion of the permits be shipped to UNLV for stock within the UNLV Parking Office. Those permits must be received by UNLV by July 1, 2013. All other permits ordered will be mailed out to UNLV customers by Contractor after online order placement by customers.

Contractor shall:

1. Have dedicated consulting staff who consult with UNLV on operational practices and the best way to utilize the System to achieve organizational objectives, as well as manage System set-up and implementation.
2. Offer a structured, documented implementation process
3. Utilize an integrated implementation approach, which can include incorporating online tools, on-site consultation and training, technical services via the Web and teleconferences
4. Offer the ability to develop custom interfaces to other systems
5. Provide the capability to create written procedures for the purchasers' operation, including daily/weekly/monthly processes, special letters and queries
6. Provide at least two days of on-site training for employees at time of implementation
7. Offer on-site follow-up training at least once after Software installation

The table below outlines the steps involved in Contractor's implementation of the parking management System.

1. Data Migration	
1.1 Gather business requirements for integration	A critical element of this project is gathering the business requirements and creating a clear picture of what needs to be delivered.
1.2 Produce technical requirements	Creating a complete set of requirements up front enables better planning, increases customer satisfaction and improves the final outcome. The seemingly simple task of gathering requirements must be done effectively to meet UNLV's goals.
1.3 Work with individual System vendors	This step allows Contractor to gain a clear understanding of the vendors involved with the System and their requirements.
1.4 Migrate legacy data	Contractor shall convert all existing ticket records into the new System, ensuring no disruption of service. Contractor has experience converting legacy data. Contractor does not

	anticipate any problems.
1.5 Legacy data testing	Just to be safe, Contractor shall test the migrated data in a simulated environment before making it available in UNLV's system.
1.7 "Live" System testing	Additionally, Contractor shall test again when the data migration is complete.
2. Hardware and Software Configuration	
2.1 Gather business requirements for development	This is a straightforward interview where Contractor's implementation specialist shall ask a series of questions and configure the System based on UNLV's answers.
2.2 Test	If there is any custom development required, Contractor shall test to make sure that the software performs as promised.
3. System Training	
3.1 Train-The-Trainer	Through Contractor's Train-The-Trainer approach, individuals are coached on the System and on how to deliver training through intensive, small-group sessions with a Contractor trainer. In turn, those individuals will deliver training to administrative personnel.

V. Training

During the initial Implementation of the System, Contractor shall coordinate with UNLV to set-up a training session on the parking management System. All UNLV Parking employees whom are available at the time of training shall be allowed to attend. This training shall be at least two days in duration and will include Contractor's Train-The-Trainer approach. Through this approach, individuals will be coached on the System and on how to deliver training through intensive, small-group sessions with a Contractor trainer. In turn, they will deliver training to others. Contractor shall cover the following areas during this training:

Management	System Training: breaks down everyday management tasks, such as reporting, user management, and common administrator features including citation payments.
Administrative Staff	System Training: Common tasks specific to the administrative staff, such as performing customer searches, handling customer requests and generating targeted reports.
Enforcement Officers	Field Training: Best practices of ticket writing and field enforcement. Basic ticket writing, scofflaw tracking, picture taking and uploading completed citations are topics covered. Learn how the enforcement handhelds work with the web-based System.

Contractor shall provide a free online training tutorial that can be used by UNLV Parking employees at anytime. Contractor's System offers help on every page. Additionally, contextual help is available throughout the management website and handheld software. Users simply click the question mark and a help window pops up. Contractor shall offer ongoing, remote training throughout the life of the Contract.

Contractor shall accommodate all additional training requirements as requested by UNLV.

VI. End of Contract Transition

Upon expiration or termination of the Contract, Contractor shall cooperate with UNLV to ensure that there are minimal disruptions to UNLV's parking operations and cooperate with UNLV in providing a smooth transition to any other parking management systems UNLV may be switching to. Contractor shall provide any UNLV data requested in a timely manner.

Exhibit B Pricing

The quantities provided below are estimates, and UNLV is not obligated to purchase a minimum quantity of the items set forth below to receive the below pricing. Actual quantities for some items may differ based upon usage. However, the unit prices provided below shall be binding for the Initial Term of the Contract and any Renewal Term(s). Payment to the Contractor shall be made only for actual quantities of goods and Services provided.

Description	Quantity	Unit of Measure	Unit Cost	Quarterly Cost
Software				
iParq Permit & Enforcement Management Module (Parking Management Software solution with full administrative access, customization, and control, unlimited concurrent user Software license)	1	Per Quarter	\$1,233.75	\$1,233.75
iParq Permit Sales & Fulfillment Module (Online virtual front counter & fulfillment services to sale parking permit 24/7, unlimited concurrent Software license)	1	Per Quarter	\$1,312.50	\$1,312.50
iParq Enforcement Adjudication Module (Online violation appeals module, unlimited concurrent Software license)	1	Per Quarter	\$1,145.00	\$1,145.00
Event Management Module (Create, manage, track & generate reports for event parking, unlimited concurrent Software license)	1	Per Quarter	\$612.50	\$621.50
Total Cost of Software				\$4,312.75
Software Maintenance				
iParq Application Software & Enforcement Handheld Support Services (iParq Parking Management System Software and hardware support services includes unlimited Software updates, System upgrades, and client support services)	1	Per Quarter	\$1,555.00	\$1,555.00
Parking Database Management Storage, Security & Disaster Recovery Solution (Implement multiple disaster recovery solution, manage & secure parking management database)	1	Per Quarter	\$787.50	\$787.50
Parking Management Hosting Solution Services	1	Per Quarter	\$862.50	\$862.50
Total Cost of Software Maintenance				\$3,205.00
Hardware – Lease Option				
iParq Enforcement Handheld Ticket Writer – Leased (Small, full, color, digital camera, enforcement handheld ticket writer, thermal printer, data transfer station, & hardware service warranty) Cost is \$175.00 per month per unit	12	EACH	\$175.00 per month per unit	\$6,300.00
Cash Station Bundle (Electronic cash drawer with barcode scanner able to accept to sale or accept payment transaction at parking office) Cost is \$125 per month per unit	3	EACH	\$125 per month per unit	\$1,125.00
Total Cost of Hardware				\$7,425.00
Permit Fulfillment				

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Permit Fulfillment (Contractor will manage, track, generate, sort, and mail parking permit to approved registered applicant. USPS First Class Postage Fee is included in the service fee.)	24,000 Transactions Per Year	Per Transaction	\$2.45	\$58,800
Parking Permits				
Parking Permit Decals (2.25" x 3", full color, anti-fraud, front-mounted, repositionable, parking sticker)	39,500	Each	\$0.52	\$20,540
Total Permit Costs				\$79,340
Citation Processing				
Violation Payment Collection Services Fee (for online payments only. Payments made in UNLV's Parking Office shall not be assessed a fee)	14,500 Citations Per Year	Per Citation	\$1.03	\$14,935
Emailing of Citation notices (provided free of charge)		Per Citation	\$0.00	\$0.00
Total Cost of Collection				\$14,935

One-Time Costs				
Description	Quantity	Unit of Measure	Unit Cost	Total Cost
<u>Installation/Implementation/Conversion</u>				
Parking Management Implementation & System Setup	1	One Time	\$11,250.00	\$11,250.00
Data Conversion (Converting current parking database System and migrating)	1	One Time	\$3,250.00	\$3,250.00
Custom Programming & Database Subsystem Integration Services beyond the Scope of Work	1	Per Hour	\$250.00	TBD
Total Cost of Installation/Implementation/Conversion/Project Management/Documentation				\$14,500.00
<u>Travel</u>				
Travel Costs for on-site training (estimate 3 days) (Includes lodging, meals, and travel expenses for onsite consulting services). UNLV will pay for a maximum of 6 days of Contractor's travel costs for the initial implementation and training. If travel will exceed 6 days, Contractor must notify UNLV. No charges beyond 6 days of travel shall be paid by UNLV without UNLV's prior written approval.	3	Per Day	\$1,150.00	\$3,450.00
Total Travel Costs				
<u>Training</u>				
Online Parking Management System Software & Hardware Training (Series of online webinar training sessions regarding software Systems management and hardware functions)	1	One Time	\$1,250.00	\$1,250.00
Onsite System Software & Hardware Training (onsite training session for Software System management and hardware functions) (minimum of 2, eight hour days of training shall be provided.	1	One Time	\$2,450.00	\$2,450.00
Total Training Costs				\$3,700.00

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Additional Items and Pricing

<u>Parking Ticket Stock</u>	Unit of Measure	Unit Price
Standard Citation Paper (120 citations per roll)	Per Roll	\$8.00
Custom Parking Permit Template Design (Custom Parking Permit Design template. Contractor will waive the fee for the first 2 designs)	Per Design	\$125.00
<u>Meter and Visitor Payment</u>		
For Ability To Pay For Parking by Phone and Buy Visitor Permits On-line	Program	Cost Not Included in Proposal - Referred to Parkmobile
<u>License Plate Identification</u>		
License Plate Identification (available for all 50 states)	Per Citation	\$0.99

<u>Hardware - Purchase Option</u>	Unit of Measure	Unit Price
iParq Enforcement Handheld Ticket Writer	Each	\$1,895.00
Mobile Thermal Printer	Each	\$655.00
Data Transfer Station	Each	\$465.00
Extended Enforcement Handheld Maintenance Warranty (per handheld) (1st year free, \$125./starts at year 2).	Per Year	\$125.00
Enforcement Handheld Software User License	Each	\$450.00
Cash Station Bundle	Each	\$2,450.00
Data connection will depend on the service that UNLV prefers. UNLV will sign up with a service provider (Sprint, Verizon or AT& T) and pay them directly.		

<u>Additional Training</u>	Term	Unit Price
Custom On-Site Training Beyond the Scope of Work (including travel costs)	Per Day	\$1,300

Exhibit C
LEASE ADDENDUM

This lease addendum to the Contract ("**Lease Addendum**") includes additional terms and conditions applicable only to iParq hardware (if any) which includes the iParq Palm Ticket Writer (also referred to in the Contract and in this Lease Addendum as "handheld(s)") and Mobile Field Printer with the specifications detailed herein ("**Hardware**") if it is leased to UNLV ("**Lessee**" or "**UNLV**") by Contractor ("**Lessor**" or "Contractor" or "iParq"). Notwithstanding the foregoing, UNLV is not required to purchase or lease any minimum amount or quantity of the Hardware. All capitalized terms set forth herein shall have the same meaning as set forth in the Contract, unless otherwise defined in this Exhibit C. In the event of a conflict between the terms and conditions set forth in the Contract and the terms and conditions set forth in this Exhibit C of the Contract, the terms and conditions of the Contract shall prevail. The below additional terms are only applicable, if and until, UNLV requests to lease the Hardware in writing (email acceptable), issues a Purchase Order pursuant to Contractor's invoice, and the requested Hardware is delivered to and accepted by UNLV.

RENTAL PAYMENTS

The total amount of monthly rental payments for the leased Hardware are stated in Exhibit B of the Contract. Lessee will make rental payments at Lessor's address as set forth in the Contract or at any other place that may be designated by Lessor or its assignees. All rental payments are due and payable in advance on the first day of each month after the execution of this Lease Addendum, or as otherwise agreed to in writing by the parties (email acceptable) during the Lease Term(s) (as defined below). All other invoicing terms and conditions shall be in accordance with the Contract. At Lessee's request, Lessor shall combine all rental payment invoices with all other Contract invoices for Lessee's convenience.

OWNERSHIP

No Sale or Security Interest Intended

This Lease Addendum constitutes a lease or bailment of the leased Hardware described and is not a sale or the creation of a security interest. Lessee will not have, or at any time acquire, any right, title, or interest in the Hardware, except the right to possession and use as provided for in this Lease Addendum. Lessor will at all times be the sole owner of the Hardware.

Subordination

The rights of Lessee under this Lease Addendum will not be subject to and subordinate to any security interests in the Hardware.

OPERATING EXPENSES

Lessee will be responsible for all electricity, and all other charges in connection with the operation of the Hardware. Replacement batteries, citation paper, and citation envelopes are not included in this Lease Addendum.

MAINTENANCE AND REPAIRS

Lessee's Responsibility

Lessee will assume all obligation and liability with respect to the possession of the Hardware, and for its use, condition, and storage during the Lease Term(s). Lessee will, at Lessee's own expense, maintain the Hardware in good mechanical condition and running order, allowing for reasonable wear and tear. The rent on any Hardware will not be prorated or abated while the Hardware is being serviced or repaired unless it is faulty. During the Lease Term(s) Lessor will repair or replace any damaged or

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defective parts of the Hardware, at Lessor's expense, unless the damage to the Hardware is caused by Lessee's gross negligence, wanton or reckless use, or intentional misuse of the Hardware.

Accessions

All installations, replacements, and substitutions of parts or accessories with respect to any of the Hardware will constitute accessions and will become part of the Hardware and will be owned by Lessor.

Use of Hardware

Rights of Lessee

Lessee will be entitled to the absolute right to the use, operation, possession, and control of the Hardware during the Lease Term(s), provided Lessee is not in default of any material provision of this Lease Addendum or subject to any security interest Lessor may have given or may give to any third party during the Lease Term(s). Lessee will employ and have absolute control, supervision, and responsibility over any operators or users of the Hardware.

Duties of Lessee

Lessee will use the Hardware in a careful and proper manner and will not permit any Hardware to be operated or used in violation of any applicable federal, state, or local statute, ordinance, rule, or regulation relating to the possession, use, or maintenance of the Hardware. Lessee agrees to reimburse Lessor in full for all damage to the Hardware arising from any intentional misuse or intentional act by Lessee, its employees, and its agents.

Commercial Use Limitation

Lessee warrants that the Hardware will be used for commercial or business purposes only.

LESSOR'S RIGHT OF INSPECTION AND REPAIR

Inspection and Repair

Lessor, at its discretion during Lessee's regular business hours and with ten (10) days prior notice to Lessee, will have the right to enter, for the purpose of inspecting the Hardware, the premises where the property is located or used.

ASSIGNMENT OF LESSOR'S WARRANTIES, WARRANTIES

Warranty Assignment

Lessee will assign to Lessor all manufacturer, dealer, or supplier warranties applicable to the Hardware to enable Lessor to obtain any warranty service available for the Hardware. Lessee appoints Lessor as Lessee's attorney-in-fact for the purpose of enforcing any warranty. Any enforcement by Lessor will be at the expense of Lessor and will in no way render Lessee responsible to Lessor for the performance of any of the warranties, but only for Lessee's responsibilities as set forth in this Lease Addendum and in the Contract. As set forth in the Contract, if a handheld is damaged for any reason, Lessor shall provide Lessee a replacement within one business day. Notwithstanding anything to the contrary herein, in the event that the Hardware does not conform to the specifications or warranties, Lessee may, in addition to any other available remedies, terminate this Lease Addendum after providing Lessor an opportunity to cure as set forth in the Contract, and be refunded any prepaid advance monies if not cured within the timeframe set forth in the Contract.

Hardware item Number 1- Handheld Ticket Writers

Lessor shall provide Lessee with handheld ticket writers for automated citation issuance. Lessee shall have the option of either leasing or purchasing the handhelds. Handhelds provided by Lessor shall feature full integration with Lessor's Software as described in the Contract and Proposal. If a handheld is damaged for any reason, Lessor shall provide a replacement within one business day.

Handhelds provided by Lessor shall meet the following minimum requirements.

- Display – A minimum of 640x480 pixel color LED front light.
- Operating System – OS Software platform.
- Processor – At least a 200MHz processor
- Memory - The handheld computer shall support at least 64mb high-speed SDRAM and 64mb nonvolatile flash storage.
- Durability – The handheld computer shall meet a higher environmental sealing rating for protection against rain and dust, and shall be unit.
- External Interfaces - Handheld shall support communications of either wireless or through the existing network
- Environment - The unit shall be capable of being stored without damage within the temperature range of 0 to +135 degrees F.
- Warranty - The handheld computer shall have at least a one-year standard warranty.
- Color Camera – The camera shall be integrated into the handheld. The camera shall have the ability to store snapshots as BMP, JPG and GIF file formats. The image resolution shall be a minimum of 640 x 480 pixels.



Options for Handheld Hardware

Lessor offers several options for handheld Hardware. Lessor offers single-construction units or two-piece units (recommended). The majority of Lessor's customers prefer the two-piece units. The single-construction units have specific feature limitations, such as no integrated photo capabilities. Specifications for the recommended two piece unit are provided below.

The units feature a digital camera, backlit VGA color display, audio recorder, barcode scanner and a rechargeable battery. A wireless or a wired (cradle) connection transfers the data between the UNLV's administrative system, Lessor's System and the handheld unit.

The units are weather resistant and designed for everyday use. For additional protection, handhelds can be fit within a rugged case.

Lessor recommends the Palm Treo (two piece unit), a low cost, high performance handheld device that is also lightweight, weather-resistant and designed for everyday use.

iParq Palm Ticket Writer	Mobile Field Printer
	

Ticket writer units include a sleek protective case and spring holster clip that protects the handheld from scratches and drops while adding minimal bulk.

Software Environment: Windows Mobile 5.0 Pocket PC

CPU: Intel XScale PXA270 300MHz Samsung

Memory: 128 MB RAM

Expansion: MiniSD card slot; up to 2GB card

Battery: Removable 1200 mAH Lithium-ion

Screen: 240 x 240 color TFT touchscreen display, 16-bit color displays over 65,000 colors

Connectivity: Bluetooth 1.2 wireless technology, Infrared (IR) & Bluetooth stereo headset

Camera: 1.3 Megapixel with 2x digital zoom

Keyboard: Full QWERTY key layout with backlighting, integrated number dial pad, & key guard feature

Power/Sync: Multi-connector on device, USB sync cable, international adapter

Physical Characteristics

WxDxH: 59 mm, 21 mm, 113 mm: Weight: 160g

This mini Zebra printer offers compact, 2 inch-wide receipt printing ideal for mobile POS and field sales/service applications.

Print Characteristics

Resolution: 203 dpi/8 dots per mm

Print method: Direct thermal

Maximum print speed: 3"/76.2 mm per second

Print Area

Maximum Width: 1.9"/48.3 mm

Maximum Length: Continuous

Memory

8 MB RAM; 4 MB Flash

Physical Characteristics

Width: 3.18"/80.8 mm

Depth: 2.26"/57.4 mm

Height: 5.34"/135.6 mm

Weight (with battery): .70 lbs./ .32 kg

Issuing Citations: The steps for issuing a written citation shall be as follows:

Writing a citation is an easy, two-step process. Enforcement officers shall have the ability to issue citations from a single screen, complete the task in seconds, track scofflaws, call for a tow or boot or view the history of a particular vehicle.

Step 1

Enter violation details, license plate information & take a picture



Step 2

Tap the print button to issue a citation



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All Hardware shall work with the Handheld Software as set forth in the Contract and Proposal.

LESSEE'S INSPECTION

Inspection by Lessee

Lessee will inspect the Hardware within 2 (two) days after its receipt. Unless Lessee within that time gives written notice to Lessor, specifying any obvious defect in or other proper objection to the Hardware, Lessee agrees that it will be conclusively presumed, as between Lessor and Lessee, that Lessee has fully inspected the Hardware and acknowledged that the Hardware is in good condition and repair, and that Lessee is satisfied with and has accepted the Hardware in that good condition and repair. The foregoing shall not reduce in anyway Lessor's duty to repair any defects as explicitly set forth herein in this Lease Addendum and the Contract.

INSURANCE

Lessee's Duty to Insure

Lessee participates in the self-insurance program of the State of Nevada and will provide a statement of participation upon request. Lessee agrees, during the Lease Term(s) of this Lease Addendum, to maintain and participate in the self-insurance fund in amounts which are in compliance with the laws of the State of Nevada and sufficient to cover any liability which reasonably could be anticipated to arise from the performance of this Lease Addendum.

Indemnity

To the greatest extent allowed in accordance with NRS 41.035 to NRS 41.039, Lessee will indemnify and hold Lessor, its agents, and employees, harmless against all loss, liability, and expense, in excess of the provided limits of liability insurance for bodily injury (including death) or property damage caused by or arising out of the ownership, maintenance, or use of the Hardware, except to the extent caused by Lessor's negligence or defective Hardware. To the greatest extent allowed in accordance with NRS 41.035 to NRS 41.039, Lessee will further indemnify and hold harmless Lessor, its agents, and employees, from loss, liability, and expense, because of Lessee's failure to comply with any provisions of any insurance policy insuring Lessor and Lessee, or because of Lessee's failure to comply with the provisions of this paragraph, except to the extent caused by Lessor's negligence or defective Hardware. Notwithstanding anything to the contrary herein and regardless of choice of law, Lessee hereby asserts and shall be entitled to claim sovereign immunity and be entitled to all applicable liability limits and statutory protections, including, but not limited to those set forth in NRS Chapter 41.

Obligations Survive Lease Term(s)

The indemnities and assumptions of risk, liabilities, and obligations by Lessee arising under the Lease during the Lease Term(s) and will continue in effect for up to one year after the termination of the Lease, regardless of the reason for termination. Lessee's obligations for indemnification are subject to Lessor i) notifying Lessee in writing within seven (7) days of learning of any cause of action or potential cause of action possibly triggering a right to indemnification from Lessee to Lessor; ii) granting Lessee sole control of the defense and settlement of the claim, iii) not performing any action prejudicial to Lessee's ability to defend the claim; and iv) providing cooperation and information reasonably requested by Lessee.

ACCIDENT, LOSS OF HARDWARE, OR DAMAGE TO HARDWARE

Notification to Lessor

If any Hardware covered by this Lease Addendum is damaged, lost, stolen, or destroyed, or if any person is injured or dies, or if any Hardware is damaged as a result of its use, maintenance, or

possession, Lessee will promptly notify Lessor of the occurrence, and will file all necessary accident reports, including those required by law and those required by insurers of the Hardware.

Cooperation in Defense of Claims

Lessee, its employees, and agents will cooperate fully with Lessor and all insurers providing the insurance under this Lease Addendum in the investigation and defense of any claims at Lessor's expense. Notwithstanding the foregoing, Lessor shall not settle any claim without the prior written approval of Lessee, where the settlement would require payment of funds by Lessee or admit or attribute to Lessee any fault or misconduct. Lessee will promptly deliver to Lessor any documents served on or delivered to Lessee, its employees, or its agents in connection with any claim or proceeding at law or in equity begun or threatened against Lessee, Lessor, or both, concerning the leased Hardware.

Stipulated Loss Value

If any Hardware is lost, stolen, destroyed, or damaged beyond repair by any party other than Lessor, Lessee will pay Lessor in cash the "Stipulated Loss Value" as set forth in Schedule A, minus any net proceeds of insurance for the Hardware received by Lessor. On payment, this Lease Addendum will terminate with respect to that item of Hardware and Lessee will become entitled to the Hardware on an "as-is" basis, without warranty, express or implied, for any matter whatsoever.

Assignment or Subletting by Lessee

Lessee will not assign this Lease Addendum or any Hardware described in it, or assign any interest in the Lease or Hardware, or sublet any of the leased Hardware without the express written consent of Lessor. Notwithstanding the foregoing, Lessee shall have the right to utilize students, employees and contract employees to assist Lessee with utilizing the Hardware on its premises.

ACTIONS CONSTITUTING DEFAULT

Lessee in Default

Lessor, at its option, may be written notice to Lessee declare Lessee in default on the occurrence of any of the following:

- a) Failure by Lessee to make payments or perform any of its obligations under this Lease Addendum;
- b) Institution by or against Lessee of any proceeding in bankruptcy or insolvency, or the reorganization of Lessee under any law, or the appointment of a receiver or trustee for the goods and chattels of Lessee, or any assignment by Lessee for the benefit of creditors;
- c) Expiration or cancellation of insurance be paid for by Lessee as provided for under the terms of this Lease Addendum; or
- d) Involuntary transfer of Lessee's interest in this Lease Addendum by operation of law.

RIGHTS, REMEDIES, AND OBLIGATIONS ON DEFAULT

Lessor's Rights and Remedies

After the default of Lessee, and on notice from Lessor that Lessee is in default, Lessor will have the following options:

- a) To terminate the Lease Addendum and Lessee's rights under the Lease;
- b) To declare the balance of all unpaid rent and all other charges of any kind required of Lessee under the Lease Addendum to be payable immediately, in which event Lessor will be entitled to the balance due together with interest at the rate of three (3), but not to exceed more than five (5) percent per annum from the date of notification of default to the date of payment;

- c) To repossess the Hardware without legal process free of all rights of Lessee to the Hardware. Lessee authorizes Lessor or Lessor's agent to enter on any premises where the Hardware is located and repossess and remove it during normal business hours and upon ten (10) business days' prior written notice.

Forbearance

No failure on the part of either party to exercise any remedy or right and no delay in the exercise of any remedy or right will operate as a waiver. No single or partial exercise by either party of any remedy or right will preclude any other or further exercise of that remedy or right or the exercise of any other rights or remedies. No forbearance by either party to exercise any rights or privileges under this Lease Addendum will be construed as a waiver, but all rights and privileges will continue in effect as if no forbearance had occurred. Acceptance by Lessor of rent or other payments made by Lessee after default will not be deemed a waiver of Lessor's rights and remedies arising from Lessee's default.

Forfeiture of Lessee's Interest on Default

Upon default, for any reason, Lessee and Lessee's successor in interest will have no right, title or interest in the leased Hardware, its possession, or its use. Lessor will retain all rents and other payments of any kind made by Lessee under this Lease Addendum.

RETURN OF HARDWARE ON EXPIRATION

Lessee's Return of Hardware

Upon the expiration date of this Lease Addendum or Lease Term with no renewal, as applicable, with respect to any or all of the Hardware, Lessee will return the Hardware to Lessor, together with all accessories, free from all damage and in the same condition and appearance as when received by Lessee, allowing for ordinary wear and tear. If Lessee fails or refuses to return the Hardware to Lessor, Lessor will have the right to repossess the Hardware without legal process free of all rights of Lessee to the Hardware during normal business hours and upon ten (10) business days' prior written notice.

LIENS

Encumbrances or Liens; Notice

Lessee will not pledge, encumber, create a security interest in, or permit any lien to become effective on any leased Hardware. If any of these events takes place, Lessee will be deemed to be in default at the option of Lessor. Lessee will promptly notify Lessor of any liens or other encumbrances of which Lessee has knowledge. Lessee will promptly pay or satisfy any obligation from which any lien or encumbrance arises, and will otherwise keep the Hardware and all title and interest free of any liens and encumbrances. Lessee will deliver to Lessor appropriate satisfactions, waivers, or evidence of payment.

NOTICES

Service of Notice

Written notices required under this Lease Addendum to Lessee shall be sent certified mail, return receipt requested, to:

Director of Purchasing
University of Nevada, Las Vegas
4505 Maryland Parkway
Las Vegas NV 89154-1033

Lessor as follows:

Todd Fisher, CEO
iNet Inc., dba iParq
4100 W Flamingo Road #2750
Las Vegas, NV 89126

AMENDMENT AND MODIFICATION

Method of Amendment or Modification

Additional Hardware selections may from time to time be added as the subject matter of this Lease Addendum as agreed on by the parties. Any additional Hardware selections/models will be added to the attached Schedule A in an amendment describing the Hardware, the monthly rental, the term of the leasing period, security deposit, and stipulated loss value of additional property. All amendments to any attached Schedule(s) must be in writing and signed by both parties. Other than by this amendment procedure, this Lease may not be amended, modified, or altered in any manner except in writing signed by both parties. Notwithstanding the foregoing, the parties can increase or decrease the quantity of Hardware selections set forth in this Lease Addendum by Lessee requesting in writing (email acceptable) an increase or decrease consistent with the terms of this Lease Addendum, Lessor submitting an invoice reflecting the change in quantity, and Lessee providing a payment pursuant to a Lessee issued purchase order, provided Lessor delivers the increased number of Hardware or Lessee returns the decreased amount of Hardware, as applicable, and pursuant to the terms and conditions of this Lease Addendum.

ENTIRE AGREEMENT

Incorporation by Reference

This Lease and any attached Schedules and the Contract, which are incorporated by reference and made an integral part of the lease, constitute the entire agreement between the parties. No agreements, representations, or warranties other than those specifically set forth in this Lease Addendum or in the attached Schedules or Contract will be binding on any of the parties unless set forth in writing and signed by both parties. Notwithstanding anything to the contrary herein, this agreement is subject to the Contract for a Parking Management System. In the event the Parking Management System Contract is terminated for any reason, this Lease Addendum shall automatically terminate and Lessee shall receive a prorated refund of all prepaid unearned monies upon the return of the Hardware in original condition but allowing for normal wear and tear.

EFFECT ON HEIRS AND SUCCESSORS

Heirs and Successor's

This Lease Addendum and each of its provisions will be binding on and will inure to the benefit of the respective heirs, executors, administrators, trustees, successors and assigns of the parties to this Lease Addendum. Nothing contained in this Paragraph will be construed as consent by Lessor to any assignment of this Lease Addendum or any interest in this Lease Addendum by Lessee except as provided in the Assignment by Lessor paragraph of this Lease Addendum.

TIME OF ESSENCE

Time

Time is of the essence in this Lease Addendum.

SEVERABILITY CLAUSE

Lease Addendum Survives Partial Invalidity

If any provision of this Lease Addendum or the application of any of its provisions to any party or circumstance is held invalid or unenforceable, the remainder of this Lease Addendum, and the

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application of those provisions to the other parties or circumstances, will remain valid and in full force and effect.

SCHEDULE A

Term

The initial lease term shall commence upon delivery of the Hardware ordered by Lessee to Lessee and terminate concurrently with the end of the Initial Term of the Contract ("**Initial Lease Term**" or "**Lease Term(s)**"). Notwithstanding the foregoing, Lessee may increase or decrease the quantity of any of the Hardware hereunder during the applicable Lease Term with 30 days' prior notice without extending the applicable Lease Term and without penalty. The renewal lease term, if any, shall commence upon delivery of the Hardware ordered by Lessee to Lessee, and terminate concurrently with any applicable Renewal Term of the Contract, if any ("**Renewal Lease Term**" or "**Lease Term(s)**"). For the avoidance of doubt, this Lease Addendum and any corresponding Lease Term or Renewal Lease Term is contingent upon a continued and existing Contract between the parties.

Description of Property

The Hardware to which this Schedule A and Lease Addendum applies is as follows:

Type of Item	Stipulated Loss Value
iParq Enforcement Handheld	\$1,460.00
MZ 220 Printer	\$460.00

Rent

The monthly rental rates for the Hardware are set forth on Exhibit B. All other pricing on this Schedule A is fixed during the Initial Lease Term and for any Renewal Lease Term(s). Except as otherwise provided in the Lease or in this Schedule A, rent will be payable in monthly installments at the prices set forth in Exhibit B of the Contract, beginning on the first day of the month and continuing on the first day of each month thereafter for the applicable Lease Term.

Location

The above described Hardware will be located at the University of Nevada, Las Vegas and will not be removed from that location without the prior written consent of Lessor.

Security Deposit

Not applicable.

EXHIBIT D

This iParq Administrative License Agreement to the Contract ("Software Addendum") includes additional terms and conditions applicable only to iParq Software which may include associated software components, media, printed materials, patents, copyrights, trademarks, other intellectual property, and "online" or electronic documentation ("SOFTWARE PRODUCT"). By signing the Contract and using the SOFTWARE PRODUCT, both Contractor and UNLV agree to be bound by the terms of this Software Addendum. The terms and conditions of this Software Addendum and the Contract (including all exhibits and amendments thereto) shall constitute the only terms and conditions governing all UNLV administrators and users utilizing the SOFTWARE PRODUCT on UNLV's behalf for administrative purposes ("UNLV Users" or "You") and any online or 'click-thru' terms of use shall be null and void. Notwithstanding the foregoing, this Software Addendum shall not govern the terms and use of UNLV's individual customers accessing Contractor's SOFTWARE PRODUCT online to purchase individual customer permits and/or manage parking fines which shall be governed solely by UNLV customer's acceptance of Contractor's online administrative and end-user license agreement ("AEULA"). All capitalized terms set forth herein shall have the same meaning as set forth in the Contract, unless otherwise defined in this Exhibit D. In the event of a conflict between the terms and conditions set forth in the Contract and the terms and conditions set forth in this Exhibit D of the Contract, the terms and conditions of the Contract shall prevail.

The SOFTWARE PRODUCT is protected by copyright laws and international copyright treaties, as well as other intellectual property laws and treaties. The SOFTWARE PRODUCT is licensed, not sold.

1. **GRANT OF LICENSE.** The SOFTWARE PRODUCT is licensed to You as follows:

- **Use.** Contractor grants You the right to use the SOFTWARE PRODUCT via any standard web browser over the World Wide Web (WWW) or on handheld devices.
- **Backup Copies.** You may make not any copies of the SOFTWARE PRODUCT.
- **Components.** Certain Software components of the SOFTWARE PRODUCT are subject to the following additional provisions:

All restrictions, licenses, and provisions of the components of the SOFTWARE PRODUCT as specified in any license agreement under which Contractor is bound.

2. **DESCRIPTION OF OTHER RIGHTS AND LIMITATIONS.**

- **Maintenance of Copyright Notices.** You must not remove or alter any copyright notices on all copies of the SOFTWARE PRODUCT.
- **Distribution.** You may not distribute copies of the SOFTWARE PRODUCT to third parties.
- **Prohibition on Reverse Engineering, Decompilation, and Disassembly.** You may not reverse engineer, decompile, or disassemble the SOFTWARE PRODUCT, except and only to the extent that such activity is expressly permitted by applicable law notwithstanding this limitation.

- **Rental.** You may not rent, lease, or lend the SOFTWARE PRODUCT.
 - **Transfer.** You may permanently transfer all of your rights under this Software Addendum, provided the recipient agrees to the terms of this Software Addendum and Contractor so agrees in writing.
 - **Support Services.** Contractor may provide you with support services related to the SOFTWARE PRODUCT ("Support Services"). Use of Support Services is governed by the documents as follows, and in the event of conflict among any of the terms and conditions set forth in any of the following documents, the terms and conditions of such documents shall govern in the following order of precedence: 1) by the Agreement 2) iParq policies and programs described in the user manual, 3) in "on line" documentation, 4) and/or other iParq-provided materials, in that order of precedence. Any supplemental Software code provided to you as part of the Support Services shall be considered part of the SOFTWARE PRODUCT and subject to the terms and conditions of this Software Addendum. With respect to technical information you provide to iParq as part of the Support Services, Contractor may use such anonymized statistical information for its business purposes, including for product support and development. Contractor will not utilize such technical information in a form that personally identifies you.
 - **Compliance with Applicable Laws.** You must comply with all applicable laws regarding use of the SOFTWARE PRODUCT.
3. **TERMINATION.** Without prejudice to any other rights, Contractor may terminate this Software Addendum if you fail to comply with the terms and conditions of this Software Addendum. In such event, you must destroy all copies of the SOFTWARE PRODUCT.
 4. **COPYRIGHT.** All title, including but not limited to copyrights, patents, trademarks and other intellectual property, in and to the SOFTWARE PRODUCT and any copies thereof are owned by Contractor or its suppliers. All title and intellectual property rights in and to the content which may be accessed through use of the SOFTWARE PRODUCT is the property of the respective content owner and may be protected by applicable copyright or other intellectual property laws and treaties. This Software Addendum grants you no rights to use such content. All rights not expressly granted are reserved by Contractor.
 5. **U.S. GOVERNMENT RESTRICTED RIGHTS.** All SOFTWARE PRODUCT provided to the U.S. Government pursuant to solicitations issued on or after December 1, 1995 is provided with the commercial rights and restrictions described elsewhere herein. All SOFTWARE PRODUCT provided to the U.S. Government pursuant to solicitations issued prior to December 1, 1995 is provided with RESTRICTED RIGHTS as provided for in FAR, 48 CFR 52.227-14 (JUNE 1987) or FAR, 48 CFR 252.227-7013 (OCT 1988), as applicable.
 6. **EXPORT RESTRICTIONS.** You agree that you will not export or re-export the SOFTWARE PRODUCT, any part thereof, or any process or service that is the direct product of the SOFTWARE PRODUCT (the foregoing collectively referred to as the "Restricted Components"), to any country, person or entity subject to U.S. export restrictions. You specifically agree not to export or re-export any of the Restricted Components (i) to any country to which the U.S. has embargoed or restricted the export of goods or services, which currently include, but are not necessarily limited to Cuba, Iran, Iraq, Libya, North Korea, Sudan and Syria, or to any national of any such country, wherever located, who intends to transmit or transport the Restricted Components back to such country; (ii) to any person or entity who you know or have reason to

know will utilize the Restricted Components in the design, development or production of nuclear, chemical or biological weapons; or (iii) to any person or entity who has been prohibited from participating in U.S. export transactions by any federal agency of the U.S. government. You warrant and represent that neither the U.S. Commerce Department, Bureau of Export Administration nor any other U.S. federal agency has suspended, revoked or denied your export privileges.

7. **NOTE ON JAVA SUPPORT.** The SOFTWARE PRODUCT may contain support for programs written in Java. Java technology is not fault tolerant and is not designed, manufactured, or intended for use or resale as on-line control equipment in hazardous environments requiring fail-safe performance.

EXHIBIT E

IPARQ SERVICE LEVEL AGREEMENT

During the Term of the Contract, the iParq Services web interface will be operational and available to UNLV at least 99.9% of the time in any calendar month (the "**iParq SLA**"). If Contractor does not meet the iParq SLA, and if UNLV meets its obligations under this iParq SLA, UNLV will be eligible to receive the Service Credits described below. This iParq SLA states Customer's sole and exclusive remedy for any failure by iParq to meet the iParq SLA, except to the extent that a continued failure may constitute a material breach of the Contract. For the avoidance of doubt and notwithstanding anything to the contrary herein, if the iParq Services web interface is nonoperational or unavailable for less than a 92.0 % uptime for any given month or for 10 or more consecutive days, for any reason other than a iParq SLA Exclusion (as defined below), then Contractor shall be in material breach of the Contract as set forth in Article IV of the Contract.

All capitalized terms set forth herein shall have the same meaning as set forth in the Contract, unless otherwise defined in this Exhibit E. In the event of a conflict between the terms and conditions set forth in the Contract and the terms and conditions set forth in this Exhibit E of the Contract, the terms and conditions of the Contract shall prevail.

Definitions. The following definitions shall apply to the iParq SLA.

"Downtime" means, for a domain, if there is more than a five percent user error rate. Downtime is measured based on server side error rate.

"iParq Covered Services" means the ThePermitStore, MyiParq, SCAPAY, iPark.me, CPP, iParq Sites, and iParq web site components of the Service. This does not include the designated development projects, iParq handheld devices, iParq Mass Mail or integration components of the Service.

"Monthly Uptime Percentage" means total number of minutes in a calendar month minus the number of minutes of Downtime suffered in a calendar month, divided by the total number of minutes in a calendar month.

"Service" means all the iParq services.

"Service Credit" means the following:

Monthly Uptime Percentage	Days of Service added to the end of the Service Term (or monetary credit equal to the value of days of service for monthly postpay billing customers), at no charge to UNLV
< 99.9% - >= 99.0%	3
< 99.0% - >= 95.0%	7
< 95.0%	15

UNLV Must Request Service Credit. In order to receive any of the Service Credits described above, UNLV must notify iParq within thirty days from the time UNLV becomes eligible to receive a Service Credit. Failure to comply with this requirement will forfeit Customer's right to receive a Service Credit.

Maximum Service Credit. The aggregate maximum number of Service Credits to be issued by iParq to Customer for all Downtime that occurs in a single calendar month shall not exceed fifteen days of Service added to the end of UNLV's term for the Service (or the value of 15 days of service in the form of a monetary credit to a monthly-billing customer's account). Service Credits may not be exchanged

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for, or converted to, monetary amounts, except for customers who have contracts with Contractor exceeding 1 year.

iParq SLA Exclusions. The iParq SLA does not apply to any services that expressly exclude this iParq SLA or any performance issues: (i) caused by factors described in the "Force Majeure" section of the Contract; or (ii) that resulted from UNLV's equipment or third party equipment, or both (not within the primary control of Contractor).