



- 1                   4. Warranty. Seller warrants the devices as described in Exhibit "B".
- 2                   5. Notice. Notice shall be in writing and personally delivered or deposited
- 3 in the U.S. Postal Service, first class, registered or certified, return receipt, postage
- 4 prepaid, to Seller at the address first stated above, and to City at 333 West Ocean
- 5 Boulevard, Long Beach, California 90802 Attn: City Manager. Notice shall be deemed
- 6 given on the date of personal delivery or on the date shown on the return receipt,
- 7 whichever occurs first. Notice of change of address shall be given as other notices.
- 8                   6. Assignment. Seller shall not, except for moneys due and payable under
- 9 this Agreement, assign its rights or delegate its duties under this Agreement, or any
- 10 interest in the Agreement, or any portion of it, without the prior written approval of City.
- 11 Any attempted assignment or delegation shall be void, and any assignee or delegate shall
- 12 acquire no right or interest by reason of the attempted assignment or delegation.
- 13 Furthermore, Seller shall not subcontract any portion of its performance without the prior
- 14 written approval of City.
- 15                   7. Miscellaneous. A. This Agreement was created as a joint effort of both
- 16 parties and neither it nor any part of it shall be construed against one party as the drafter.
- 17                   B. This Agreement, including Exhibits, shall not be amended, nor any
- 18 provision or breach waived except in a writing signed by the parties which expressly refers
- 19 to this Agreement.
- 20                   C. This Agreement shall be governed by and construed pursuant to the laws
- 21 of the State of California (except those provisions of California law pertaining to conflicts
- 22 of laws). Any action involving this Agreement shall be brought in the Los Angeles County
- 23 Superior Court, Long Beach Judicial District.
- 24                   D. This Agreement, including Exhibits, constitutes the entire understanding
- 25 between the parties and supersedes all other agreements, oral or written, or preprinted
- 26 terms and conditions of the Purchase Order to the extent they are inconsistent with this
- 27 Agreement, with respect to the subject matter of this Agreement.
- 28                   E. In the event of any conflict or ambiguity between this Agreement and any

1 Exhibit or the provisions of any purchase order and this Agreement, the provisions of this  
2 Agreement shall govern.

3 F. If there is any legal proceeding between the parties to enforce or interpret  
4 this Agreement or to protect or establish any rights or remedies under it, the prevailing  
5 party shall be entitled to its costs, including reasonable attorney's fees.

6 G. The acceptance of any services or the payment of any money by City  
7 shall not operate as a waiver of any provision of this Agreement, or of any right to damages  
8 or indemnity stated in the Agreement. The waiver of any breach of this Agreement shall  
9 not constitute a waiver of any other or subsequent breach of this Agreement.

10 H. Termination of this Agreement shall not affect rights or liabilities of the  
11 parties which accrued prior to termination and shall not extinguish any warranties.

12 I. Seller shall not use the name of City, its officials or employees in any  
13 advertising or solicitation for business nor as a reference without the prior written approval  
14 of City's City Manager.

15 J. This Agreement is intended by the parties to benefit themselves only and  
16 is not in any way intended or designed to or entered for the purpose of creating any benefit  
17 or right for any person or entity of any kind that is not a party to this Agreement.

18 K. Seller is and shall act as an independent contractor and neither Seller nor  
19 its employees, agents, suppliers, or subcontractors shall act as or be deemed employees,  
20 representatives or agents of City.

21 L. Seller shall comply with all applicable federal, state and local laws and  
22 regulations during its performance.

23 M. The terms and conditions of this Agreement are severable. If any term  
24 or condition is held invalid, void or unenforceable, the remaining terms and conditions shall  
25 be given effect.

26 N. The division of provisions of this Agreement into sections and the captions  
27 on those sections is for convenience only and shall not be considered in construing this  
28 Agreement.

Robert E. Shannon  
City Attorney of Long Beach  
333 West Ocean Boulevard  
Long Beach, California 90802-4664  
Telephone (562) 570-2200

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IN WITNESS WHEREOF, the parties have signed this document with all formalities required by law as of the date first stated above.

DUNCAN PARKING TECHNOLOGIES, INC., a Delaware corporation

10/03, 2006

By David A. Bull

Officer's Title: President

10/05, 2006

By Donna L. ...

Officer's Title: Secretary

"Seller"

CITY OF LONG BEACH, a municipal corporation

10-19, 2006

By [Signature]  
City Manager

"City"

This Agreement is approved as to form on 10/10, 2006.

ROBERT E. SHANNON, City Attorney

By [Signature]  
Senior Deputy

EXHIBIT "A"

## Pricing Proposal

### Solution Products & Services

The following items represent deliverables from our proposed solution. Additional clarification is included in our Business Proposal.

#### Specific Items/Service Included for the Base Solution

- Eighty (80)** AutoCITE X3 handheld ticket issuance computers which include the following features & functionality:
  - Parking Citation Issuance (1 violation per citation)
  - Warning Citation Issuance
  - Officer Activity Logging
  - Search Only (scofflaw management)
  - Time Limit Marking (electronic chalking)
  - Broken Meter Reporting
  - Damaged Sign Reporting
  - Parking Permit Cross Reference
  - Meter Location Cross Reference
  - Visitor Information
  - Hot Sheet Alerts
  - Barcode Printing (Citation Number)
  - OCR Printing (Citation Number & Initial Fee) to be read by City of Long Beach current remittent processor
  - Voice recorder (standard)
  - Digital color camera
- Procurement of All Electronic Ticket Stock & Payment Envelopes for Electronic Tickets issued by City staff
- Sixteen (16)** USB AutoCITE Charger/Multiplex Units for Storing, Charging & Providing Communication for the AutoCITE X3 Ticket Writers
- One (1)** license for the Network Version of AutoISSUE citation issuance management software to support the AutoCITE X3 handhelds with the following features & functionality:
  - Secured System Access
  - AutoCITE Interface for Communication & Charging
  - Inquiry & Void Capability
  - Standard Reporting Package
  - Ad-Hoc Reporting Capability
  - Transfer of Data to/from AutoPROCESS
  - Image File Management Software
  - Voice File Management Software
  - Task Group Manager
- The City will provide all required Host PCs, the application and database server for the AutoISSUE application
  - Duncan Technologies will provide the PC minimum requirements to the City at least 60 days prior to system installation.
- Miscellaneous Support Services
  - Configuration, Testing, Installation & Implementation Project Management



- **Seven (7) Days of On Site Installation & Training Support for Appropriate City Personnel on Use of the Citation Issuance Devices & System (follow up training as needed and mutually agreed upon)**
- **Modifications to Ticket & Envelope Stock When Mutually Agreed Upon by the City & Duncan Technologies (life of warranty agreement)**
- **Help Desk Support (life of warranty agreement)**
- **Maintenance, Service & Support for AutoCITE Hardware & AutoISSUE Software Including Standard Software Version Upgrades (life of warranty agreement)**
- The City will provide on-going access to broad band internet service for system use and remote maintenance support services.**

**Optional Items for Consideration**

AutoCITE/AutoISSUE

- 80 Barcode Readers & Barcode Reading Support**
- AutoCITE Carrying Devices (specific quantities & types undetermined at this time)**
- Portable charges (specific quantities undetermined at this time)**
- Additional Training & Implementation Services for Optional Features**
- Additional Warranty Support for Optional Features (including McAfee Anti-Virus upgrades as required).**

**Note – In the event the AutoISSUE Host PCs provided by the City do not support the target environment additional costs may apply.**

EXHIBIT "B"





**Base Solution Purchase Pricing**

Duncan Technologies proposes the following purchase price for all hardware & software. In addition, we have included an annual fee for warranty support and paper fees both of which will be applicable after year 1.

<b>Solution/Option Description</b>	<b>Price</b>
<b>80 AutoCITE X3 Handhelds</b> <input type="checkbox"/> Feature functionality as described in Base Solution above	<b>\$324,000</b>
<b>Current Customer Discount</b> <input type="checkbox"/> \$500 per unit x 80 units	<b>(\$40,000)</b>
<b>16 USB Charger/Multiplexers</b> <input type="checkbox"/> Feature functionality as described in Base Solution above <input type="checkbox"/> Costs and configuration may vary depending on actual deployment & storage of handhelds at each location	<b>\$16,000</b>
<b>1 Network Version of AutoISSUE</b> <input type="checkbox"/> Network AutoISSUE <input type="checkbox"/> Voice Recording Module <input type="checkbox"/> Digital Images Module	<b>\$11,000</b>
<b>Training &amp; Implementation Services</b> <input type="checkbox"/> Implementation Project Management <input type="checkbox"/> 7 days of on site installation & training (includes estimated expenses)	<b>\$7,500</b>
<b>Paper Products</b> <input type="checkbox"/> Electronic Citations <input type="checkbox"/> Payment Envelopes <input type="checkbox"/> Based on Initial Order Quantity of 364,800 <i>(Ticket stock must be ordered in multiples of 15,200)</i>	<b>\$13,930</b>
<b>Subtotal</b>	<b>\$332,430</b>
<b>Less Trade-in Allowances</b> <input type="checkbox"/> \$400 allowance for 55 existing AutoCITEs <input type="checkbox"/> \$500 allowance for Charger/Multiplexer <input type="checkbox"/> \$2,000 allowance for AutoISSUE software	<b>(\$24,500)</b>
<b>Adjusted Subtotal</b>	<b>\$307,930</b>
<b>State of California Sales Tax (8.25%)</b>	<b>\$25,404</b>
<b>Purchase/Implementation Total</b>	<b>\$333,334</b>



**Annual Fees**

<b>Solution/Option Description</b>	<b>Price</b>
<b>Warranty Support per Year (after year 1)</b> <input type="checkbox"/> Hardware & Software support services	<b>\$38,930</b>
<b>Paper Products</b> <input type="checkbox"/> Electronic Citations <input type="checkbox"/> Payment Envelopes <input type="checkbox"/> Based on Initial Order Quantity of 364,800 <i>(Ticket stock must be ordered in multiples of 15,200)</i>	<b>\$13,930</b>
<b>No other supplies will be provided by CM</b>	<b>\$0</b>
<b>Total Annual Estimated Fees</b>	<b>\$52,860</b>

**Optional Item Pricing**

Based on the City's request for discussion of optional items, *DT* has included the following basic pricing information for those items. In the event the City wishes to include any of these items in the final solution, *DT* will be happy to work with the City to finalize their inclusion, any implementation considerations and on-going warranty support.

<b>Solution/Option Description</b>	<b>Price</b>
Barcode Readers	\$450/each unit
Barcode Reading Support	\$2,000
Wireless GPRS Modems	\$550/each unit
Wireless Communication	TBD based on carrier
AutoCITE Carrying Devices <input type="checkbox"/> Specific quantities & types need to be determined	\$15 - \$75/each unit
Portable charges (specific quantities undetermined at this time)	\$50/each unit
Additional Training & Implementation Services for Optional Features	TBD
Additional Warranty Support for Optional Features.	TBD

**Alternative Pricing**

In the event the City is seeking pricing/funding alternatives, Duncan Technologies will be happy to discuss alternatives at the City's convenience.