

RESOLUTION NO. \_\_\_\_\_

A RESOLUTION OF THE MAYOR AND CITY COMMISSION OF THE CITY OF MIAMI BEACH, FLORIDA, ACCEPTING THE WRITTEN RECOMMENDATION OF THE CITY MANAGER (AS SET FORTH IN THE CITY COMMISSION MEMORANDUM ACCOMPANYING THIS RESOLUTION) AND WAIVING, BY 5/7THS VOTE, THE FORMAL COMPETITIVE BIDDING REQUIREMENT, FINDING SUCH WAIVER TO BE IN THE BEST INTEREST OF THE CITY, AND APPROVING, IN SUBSTANTIAL FORM, AMENDMENT NO. 2 TO THE AGREEMENT BETWEEN THE CITY AND T2 SYSTEMS CANADA, INC (T2 SYSTEMS) FORMERLY KNOWN AS DIGITAL PAYMENT TECHNOLOGIES CORP. (DPT), FOR PARKING PRODUCTS AND ASSOCIATED INSTALLATION AND MAINTENANCE SERVICES; SAID AMENDMENT EXTENDING THE TERM OF THE AGREEMENT AND THE WARRANTY COVERAGE FOR AN ADDITIONAL THREE (3) YEAR PERIOD, COMMENCING ON AUGUST 11, 2019, WITH AN ADDITIONAL RENEWAL OPTION OF TWO (2) YEARS BASED UPON THE ESTABLISHED RATES UNDER THE AGREEMENT; AND FURTHER AUTHORIZING THE CITY MANAGER TO EXECUTE THE FINAL AGREEMENT.

**WHEREAS**, on April 11, 2012, the Mayor and City Commission adopted Resolution No. 2012-27891, authorizing the Mayor and City Clerk to execute an agreement with Digital Payment Technologies Corporation (DTP), upon completion of successful negotiations by the Administration, pursuant to Request for Proposals (RFP) No. 46-10/11 for the purchase and installation of new multi-space pay stations for the City's on-street and off-street parking locations; and

**WHEREAS**, on August 10, 2012, the City and DPT executed an agreement pursuant to the RFP (the "Agreement"); and

**WHEREAS**, the initial term of the Agreement was for a period of two (2) years, which could be extended for a further period by the parties in writing, subject to the sole discretion and approval of the City; and

**WHEREAS**, the Agreement further provided the City with an initial two (2) year manufacturer's warranty, with the option of extending the warranty coverage for the pay stations for an additional five (5) years; and

**WHEREAS**, the initial term expired on August 9, 2014 and the term, including the extended warranty coverage, were extended for an additional two (2) years, with a new expiration of August 9, 2016; and

**WHEREAS**, on January 1, 2015, DPT was purchased by T2 Systems Canada Inc., a Canadian corporation ("T2 Systems"), and DPT's corporate name was changed to T2 Systems; and

**WHEREAS**, on June 8, 2016, the Mayor and City Commission adopted Resolution No. 2016-29423, approving and authorizing the City Manager to execute Amendment No. 1 to the Agreement, extending the warranty coverage and further extending the term of the Agreement for an additional three years, expiring on August 10, 2019; and

**WHEREAS**, the scope of the Agreement related to the purchase of new multi-space pay stations is complete and the contractor is currently only providing extended maintenance and support to the existing equipment and real-time connectivity services and access to reporting software; and

**WHEREAS**, T2 Systems, a global leader in parking technology, offers high quality and reliable proprietary hardware and software products, consisting of their Digital Luke II pay stations, BOSS software, and Digital Iris management system; and

**WHEREAS**, the Digital Luke II BOSS software, and Digital Iris management system used by the City are exclusive and proprietary of T2 Systems and may only be supported by T2 Systems; and

**WHEREAS**, the City currently operates 743 Luke II Pay stations; and

**WHEREAS**, the useful life of parking pay stations is up to 15 years and since these were installed at the end of 2012, they still have a remaining useful life of up to eight (8) years; and

**WHEREAS**, seeking competitive bidding for this service would require the complete replacement of all the pay stations which represented a substantial capital investment; and

**WHEREAS**, the City Manager recommends waiving by 5/7<sup>th</sup> vote, the formal competitive bidding requirement, finding such waiver to be in the City's best interest, in order to take advantage of the full useful life of the parking pay stations, to receive connectivity and support services at the same rates, terms and conditions of the current agreement; and

**WHEREAS**, the Administration recommends and approves in substantial form, Amendment No. 2 to the Agreement, incorporated herein by reference and attached to this Resolution as Exhibit "1", said amendment extending the current agreement with T2 Systems for an additional three (3) years, with a two (2) year renewal option.

**NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND CITY COMMISSION OF THE CITY OF MIAMI BEACH, FLORIDA**, that the Mayor and City Commission hereby accept the written recommendation of the City Manager (as set forth in the City Commission Memorandum accompanying this Resolution) and waive, by 5/7<sup>th</sup>s vote, the formal competitive bidding requirements, finding such waiver to be in the City's best interest, and approve, in substantial form, Amendment No. 2 to the

Agreement between the City and T2 Systems Canada, Inc (T2 Systems), formerly known as Digital Payment Technologies Corp. (DPT), for parking products and associated installation and maintenance services; said amendment extending the term of the Agreement and the warranty coverage for an additional three (3) year period, commencing on August 11, 2019, with an additional renewal option of two (2) years based upon the established rates under the Agreement; and further authorize the City Manager to execute the final Amendment.

**PASSED and ADOPTED** this \_\_\_\_\_ day of \_\_\_\_\_ 2019.

\_\_\_\_\_  
Dan Gelber, Mayor

**ATTEST:**

\_\_\_\_\_  
Rafael E. Granado, City Clerk

APPROVED AS TO  
FORM & LANGUAGE  
& FOR EXECUTION

2205 5/29/19  
City Attorney Date

**AMENDMENT NO. 2**  
**TO AGREEMENT FOR PARKING PRODUCTS AND ASSOCIATED INSTALLATION**  
**AND MAINTENANCE SERVICES**

This Amendment No. 2 (the "Amendment") to the Agreement for parking products and associated installation and maintenance services, dated August 10, 2012 (the "Agreement") is made and entered into this \_\_\_\_ day of \_\_\_\_\_ 2019, by and between the CITY OF MIAMI BEACH, a municipal corporation organized and existing under the laws of the State of Florida (hereinafter referred to as the "City") and T2 SYSTEMS CANADA, INC. a Canadian corporation, authorized to do business in the state of Florida (T2 Systems) formerly known as Digital Payment Technologies Corp., a Canadian corporation (DPT), and hereby amend the Agreement as follows:

**RECITALS**

**WHEREAS**, on April 11, 2012, the Mayor and City Commission adopted Resolution No. 2012-27891, authorizing the Mayor and City Clerk to execute an agreement with Digital Payment Technologies Corporation (DTP), upon completion of successful negotiations by the Administration, pursuant to Request for Proposals (RFP) No. 46-10/11 for the purchase and installation of new multi-space pay stations for the City's on-street and off-street parking locations; and

**WHEREAS**, on August 10, 2012, the City and DPT executed an agreement pursuant to the RFP (the "Agreement"); and

**WHEREAS**, the initial term of the Agreement was for a period of two (2) years, which could be extended for a further period by the parties in writing, subject to the sole discretion and approval of the City; and

**WHEREAS**, the initial term expired on August 9, 2014 and the term, including the extended warranty coverage, were extended for an additional two (2) years, with a new expiration of August 9, 2016; and

**WHEREAS**, on January 1, 2015, DPT was purchased by T2 Systems Canada Inc., a Canadian corporation ("T2 Systems") and DPT's corporate name was changed to T2 Systems and; and

**WHEREAS**, on June 8, 2016, the Mayor and City Commission adopted Resolution No. 2016-29423, approving and authorizing the City Manager to execute Amendment No. 1 to the Agreement, extending the warranty coverage, based upon the current rates set forth in the Agreement, and further extending the term of the Agreement for an additional three years, commencing on August 11, 2016 and expiring on August 10, 2019, coterminous with the extended warranty term (the Agreement and Amendment No. 1 shall be collectively referred to herein as the "Agreement"); and

Exhibit "1"

**WHEREAS**, on \_\_\_\_\_ 2019, the Mayor and City Commission adopted Resolution No. 2019-\_\_\_\_\_, approving and authorizing the City Manager to execute Amendment No. 2, extending the warranty coverage, based upon the current rates set forth in the Agreement, and further extending the term of the Agreement for an additional three (3) year period, commencing on August 11, 2019, with an additional renewal option of two (2) years.

**NOW, THEREFORE**, for and in consideration of the conditions and covenants hereinafter contained and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

**1. ABOVE RECITALS.**

The above recitals are true and correct and are incorporated herein as part of this Amendment.

**2. MODIFICATIONS.**

The Agreement is hereby modified as follows:

A. The Term of the Agreement, including the extended warranty coverage, is hereby extended for a three (3) year period, commencing on August 11, 2019, with an additional renewal option, at the discretion of the City Manager, of two (2) years.

B. Exhibit "A" of the Agreement, entitled "Products and Services Price List" is hereby deleted in its entirety, and replaced with the revised Exhibit A-2, attached.

**3. RATIFICATION.**

Except as amended herein, all other terms and conditions of the Agreement shall remain unchanged and in full force and effect. In the event there is a conflict between the provisions of this Amendment and the Agreement, the provisions of this Amendment shall govern.

**IN WITNESS WHEREOF**, the City and T2 Systems have caused this Amendment to be executed by their respective and duly authorized officers the day and year first hereinabove written.

**CITY OF MIAMI BEACH, FLORIDA**

**T2 SYSTEMS CANADA, INC.**

\_\_\_\_\_  
Jimmy L. Morales, City Manager

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Title

Exhibit "1"

**Attest:**

\_\_\_\_\_  
Rafael E. Granado, City Clerk

\_\_\_\_\_  
Witness /Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Date

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## EXHIBIT A-2

### PRODUCTS AND SERVICES PRICE LIST

Pricing for new Products & Services offered by T2 Systems, Inc. to the City of Miami Beach shall be based on the Manufacturer Suggested Retail Price (MSRP) at the time of the procurement and shall include all fees necessary to deliver, complete, and invoice each transaction. At the time of invoice, T2 shall provide, with its invoice, the MSRP for the products and services less applicable discount. The discount level provided to the City of Miami Beach will be 55% for the term of this agreement – this discount level will be taken from the MSRP of the products and services being procured. Shipping and handling costs are not subject to discount. The pricing for Digital IRIS Services listed below are net costs to the City of Miami Beach and are not subject to the discounts noted above.

#### DIGITAL IRIS Services

Iris Core (Real Time CC Processing, Alerts, Reports)	\$25.00
Digital Connect unlimited transactions	\$20.00
Value Card Processing	\$5.00
Customer branded mag-stripe card authorization	
Coupons	\$5.00
Extend-By-Phone	\$5.00
+ \$0.25 per add-time transaction (payable by parker)	
Verrus Pay by Phone Integration	\$5.00
Parkmobile Pay by Phone Integration	\$5.00
Digital API (Read)*	\$5.00
Digital API (Write)*	\$5.00

\*Digital API Read and Write are required for integrations with third party systems. Digital API (Read) pulls information from the Digital Iris system which customers can then inject into their own systems and Digital API (Write) pushes information into the Digital Iris system.

For example, to use the Verrus Pay by Phone Integration and enforce via stall report, a customer would select the following Digital Iris Services:

- Digital Iris Core
- Verrus Integration

For the same application, but with the ability enforce via a T2 handheld device/application, a customer would select the above-mentioned services as well as Digital API (Read), which would allow stall data to be pulled from Digital Iris into the handheld device. To use Parkmobile in place of Verrus, Parkmobile Integration would be selected.

### **Extended Warranty Pricing**

Annual Extended Full Hardware and Software Warranty (per pay station)	\$ 475.00
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Details of T2's Warranty and Extended Warranty coverage may be found in Exhibit C of the Agreement.

A summary of this warranty coverage is as follows:

- The City will contact T2 by telephone for all supported related services. T2's telephone support will be available 24 hours / 7 days a week with response timelines as outlined in Exhibit C of the Agreement.
- Warranty includes advanced hardware replacement provided for parts not functioning properly.
- Warranty includes software updates at no charge.
- As per the RFP requirements, the City will be responsible for all on-site Level 1 related service. level 1 related services are documented in T2's troubleshooting and maintenances manual and include:
  - Responding to jams (Coin, Bill, Printer)
  - Coin and bill collections
  - Replenishment (Paper)
  - Uploading configurations
  - Preventative maintenance as outlined in T2's Maintenance Manual schedules
  - Hardware troubleshooting (trying known good parts)
  - Break Fix (part swaps)

### **Training**

One Day onsite manufacturer training (not including travel expenses)	\$2,500
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Each Additional Day onsite manufacturer training (not including travel expenses)	\$750
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Training, if requested, will take place at a designated City facility to provide City employees with expertise in the maintenance and repair of their product, including, but not limited to installation, maintenance, troubleshooting repairs, operations-programming, inventory, and collections.