

RESOLUTION OF THE CITY COUNCIL

No. 321

Approved August 3, 2016

RESOLVED, That the Members of the Providence City Council
hereby Authorize Approval of the following Sole Source Contract Award by the
Board of Contract and Supply, in accordance with Section 21-26 of the Code of
Ordinances.

MacKay Meters, Inc.
(Public Works)

\$135,500.00

IN CITY COUNCIL

AUG 02 2016

READ AND PASSED

PRES.

CLERK

I HEREBY APPROVE.

Mayor

Date:

8/3/16

MATTHEW M. CLARKIN, JR.
INTERNAL AUDITOR
25 DORRANCE STREET, ROOM #307
PROVIDENCE, RI 02903
Phone: (401) 421-7740 EXT. 577
Fax: (401) 351-1055
mclarkin@providenceri.com



City of Providence, Rhode Island Office of the Internal Auditor

June 23, 2016

Ms. Lori Hagen
City Clerk's Office
City of Providence
25 Dorrance Street
Providence, RI 02903

Dear Lori:

I am writing to request that the following requested contract awards be submitted to the City Council and the Finance Committee for approval.

- *Public Works* – Approval of a sole-source award in an amount of \$63,000 to Dunbar Armored, Inc. for monthly armored car service to be provided during fiscal 2017 to the Department of Public Works for parking meter revenue collection.
- *Public Works*- Approval of a sole-source award in an amount of \$43,200 to Cale America, Inc for monthly service during fiscal 2017 on multi-space parking meters.
- *Public Works* - Approval of a sole-source award in the amount of \$187,200 to Cale America, Inc for monthly leasing fees during fiscal 2017 on multi-space parking meters.
- *Public Works* – Approval a sole-source award to Pascale Services in an amount of \$25,000 for the purchase of miscellaneous parts for International, Sterling and Freightliner Trucks.
- *Public Works* – Approval of a sole-source award to MacKay Meters, Inc. in an amount of \$135,500 for monthly service fees on single space parking meters.
- *Information Technology* - Approval of a sole-source, three-year award to W.B. Mason Inc. in an amount not to exceed \$90,000 for the periodic purchases of printer, toner, paper, office supplies and computer supplies.

- *Information Technology* – Approval of a one-year contract extension in an amount of \$30,000 for fiscal year 2017 to Jimmy Chiu for emergency Lawson software infrastructure support.
- *Human Resources* – Approval to renew the current Pharmacy Benefit Management contract with CVS/Caremark for a term of two years beginning July 1, 2016 through June 30, 2018 at a maximum cost of \$19,292,000.
- *Human Resources* – Approval to renew the current Stop Loss Insurance contract with Blue Cross-Blue Shield of RI for the term of one year beginning July 1, 2016 through June 30, 2017 at a cost of \$922,000.
- *Planning & Development* – Approval to renew the current contract for fiscal 2017 in amount of \$150,000 with Building Futures for services associated with the city's First Source program.

Sincerely,



Matthew M. Clarkin, Jr.

Internal Auditor

Cc: Alan Sepe, Director of Operations
James Lombardi, City Treasurer
Margaret Wingate, Manager of Employee Benefits
Natalie Lopes, Director –First Source
Russell P. Knight, Director – Public Works
James Silveria, Chief Information Officer



CITY OF PROVIDENCE
Jorge O. Elorza, Mayor

June 14, 2016

The Honorable Jorge O. Elorza
Chairman, Board of Contract & Supply
City Hall
25 Dorrance Street
Providence, RI 02903

RE: MacKay Meters, Inc.. – Parking Meters

Dear Mayor:

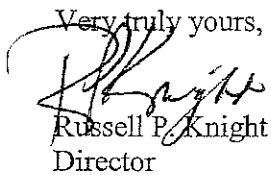
The Department of Public Works respectfully requests the award of \$135,500 to MacKay Meters, Inc.. This award reflects the monthly service fees for these meters. As this is the only single space meter that the city has in use, this is a sole source contract.

This is the amount that will be needed to cover meter services for the 2016/2017 Fiscal Year.

The above is charged to Account Code 1-101-516-53401

Thank you for your assistance and please feel free to call me if you have any questions.

Very truly yours,



Russell P. Knight
Director

Finance Approval _____

RPK:cm

DEPARTMENT OF PUBLIC WORKS - DIVISION OF TRAFFIC ENGINEERING
60 Ernest Street Providence, Rhode Island 02905
401 781 4045 ph | 401 941 2567 fax
www.providenceri.com



MACKAY METERS, INC.
TERMS AND CONDITIONS OF SERVICE
GATEWAY / HOSTING / NOTIFICATION SERVICE AGREEMENT

THIS AGREEMENT made this 16th day of September, 2015 ("Effective Date")

BETWEEN:

MACKAY METERS, INC., a body corporate
 (hereinafter called "Mackay")

OF THE ONE PART

-AND-

CITY OF PROVIDENCE a _____ body
 (hereinafter called "Client")

OF THE OTHER PART

1. DEFINITIONS

1. In this Agreement the following words and expressions shall, unless the context otherwise requires, have the following meanings:

- a) "Bank Charges" means the charges levied by the Merchant Acquiring Bank for Card Transactions and Refunds;
- b) "Bank System" means the banking system operated by any approved bank, financial institution or other body;
- c) "Card" means credit or debit cards;
- d) "Codes of Practice" means all codes of practice, rules of procedure, guidelines, directions, schema rules and other requirements issued by the Bank System as may be specified from time to time as being applicable to the Services and the use thereof by the Client;
- e) "Confidential Information" means, in relation to either party, information (whether in written or electronic form) belonging or relating to that party, its business affairs or activities which is not in the public domain and which:
 - (i) either party has marked as confidential and proprietary; or
 - (ii) either party in writing has advised the other party is of a confidential nature;
- f) "Client Account Information" means the information provided by the Client of all the Client details including the Merchant Account information and/or requirements, such information to be provided to Mackay in a form to be agreed between the parties;
- g) "CVV, CVV2, CVC2 or PVV" means the security digits encoded on the Card, printed on the Card signature strip or appearing elsewhere on the Card;
- h) "Fees" means all fees as set out in Schedule A herein;
- i) "Intellectual Property" means all copyright, design rights, database rights, trade marks, trade names, Confidential Information, service marks, domain name rights, patents, know-how and all other intellectual property rights, whether registered, registerable or not and both present and future;
- j) "Merchant Account" means the merchant account facility agreed between the Client and the Merchant Acquiring Bank;
- k) "Merchant Acquiring Bank" means the bank with which the Client holds a Merchant Account;
- l) "Merchant ID" means the identity number associated with the Merchant Account as notified to the Client by the Merchant Acquiring Bank;
- m) "Offering" means the goods and/or services offered to the Service User by the Client from the Terminal for which payment is made using the PSP Service;
- n) "PSP Service(s)" means the processing of Card Transactions from Terminals making the Offering, such services to include but not be limited to: accepting authorization requests for Card Transactions from the Terminals; the authorization of Card payments via the Merchant Acquiring Bank; following authorization, passing an appropriate message back to the requesting Terminal and submitting the settlement file of authorized Card payments to the Merchant Acquiring Bank. PSP Services are provided in part by a third party, CreditCall Ltd. ("CreditCall"), subject to an agreement ("CreditCall Agreement") between Mackay Meters, Inc., and CreditCall. PSP Services may also be provided by Mackay using an alternative third party solution as Mackay shall, in its sole discretion, determine from time to time;
- o) "Public System" means the telecommunications system run by a public telecommunications operator or internet service provider which may be accessed by GSM Data, ISDN, IP, Mobitex, analogue line or other transmission type;
- p) "Refund" means a Transaction Amount that is refunded to the Service User by the Client via WebMIS;

- q) "Service User" means the purchaser of the Offering;
- r) "Services" means:
 - (i) the hosting of remote monitoring, reporting and remote alert notification services ("Hosted Services");
 - (ii) facilitating PSP Services for the Terminals;
 - (iii) telephone and email support during the initial set up of the Services during MacKay's normal business hours;
 - (iv) reasonable, ongoing technical support related to the Services during MacKay's normal business hours;
 - (v) data backups on MacKay's hosting server consistent with reasonable industry standards for a period of at least one year;
- s) "Terminal(s)" means MacKay's single-space parking meter(s);
- t) "Terminal Live Data" means the data on which the Terminal starts transmitting Transactions to the PSP Service;
- u) "Track 2 Information" means the credit or debit card information held on the Card, typically on the computer chip or the magnetic stripe;
- v) "Transaction" means each individual payment authorization and/or settlement processed by the PSP Service;
- w) "Transaction Amount" means the amount charged by the Client to the Service User for the Offering;
- x) "WebMIS" means the CreditCall product which allows MacKay or the Client to access and manage their Transactions and Refunds via a CreditCall provided website.
- y) "WebMIS Login" means an access account for the CreditCall WebMIS service.

2. RESPONSIBILITIES OF MACKAY

1. MacKay will use all reasonable endeavors to provide and maintain the Services to the Client.
2. MacKay shall at its sole discretion, from time to time, improve, upgrade or alter the Services as it deems appropriate provided such changes do not materially change the nature of the Services. MacKay shall use all reasonable endeavors to inform the Client prior to the changes being made. Bug fixes and upgrades to the software forming part of the Hosted Services will be carried out automatically and at no charge to the Client.
3. MacKay acknowledges that it is responsible for the security of cardholder data which it possesses or otherwise stores, processes or transmits on behalf of the Client.

3. RESPONSIBILITIES OF THE CLIENT

1. The Client shall:
 - a) at all times throughout the duration of this Agreement ensure that all publicity, signage and/or promotional material issued by the Client in respect of or in connection with the Services complies in all respects with the Codes of Practice. The Client shall not in any publicity or other promotional activity state or imply any approval or endorsement by MacKay or CreditCall of any Offering in any way without the prior written approval of a duly authorized officer of MacKay or CreditCall, as the case may be;
 - b) ensure that before the Offering is made available to the public that all such rights, authorizations, licenses, exemptions, consents and permissions as may be necessary for the Offering have been obtained or granted and all such requirements of law or of any other competent authority or public body have been complied with as are necessary or prudent in connection with the provision of the PSP Service and shall at all times throughout the duration of this Agreement maintain in full force and effect all such rights, authorizations, licenses, consents and permissions and comply with all such requirements;
 - c) use best endeavors to provide to MacKay such assistance and/or information as MacKay may from time to time reasonably request in order to comply with all or any requirements and conditions at any time and from time to time imposed by any law or order of competent authority which are or may be applicable to or affect the Services;
 - d) undertake not to disconnect or interfere with the operation of the Services except where explicitly agreed in writing between the parties and to use its best endeavors to prevent such disconnection or interference by any third party;
 - e) report to MacKay any abuse or threatened abuse or loss of the Services or any factors affecting the performance of the Services as soon as practicable after the Client becomes aware of such abuse, loss or performance-affecting factors;
 - f) acknowledge and ensure that for those Terminals providing PSP Services through CreditCall, CreditCall is and will be the supplier of payment

service provision for the duration of this Agreement;

- g) ensure that only the sale of those services and/or products as agreed with MacKay and as documented in the Client Account Information will take place. MacKay reserves the right to treat any breach of this clause as a material breach for the purpose of this Agreement;
- h) purchase Terminal(s) that are appropriately configured to provide the Services;
- i) provide to MacKay in a timely fashion with the Client Account Information related to each Terminal or set of Terminals from which the PSP Service are to be provided and at least fifteen (15) working days prior to the Terminal Live Date;
- j) set up a Merchant Account with a Merchant Acquiring Bank, and be responsible to pay any and all set up and Bank Charges associated with the Merchant Account;
- k) RESERVED;
- l) obtain and maintain access to the Internet using a current version of Google® Chrome or equivalent, at the Client's sole expense;
- m) be responsible for the Fees from the Terminal Live Date irrespective of the fact that MacKay is unable or prevented or hindered in providing the Services in any way as a result of Client's breach of its obligations as set out in this Agreement or its failure to maintain the Terminals or any other factors beyond the control of MacKay. Where any break in Services is due to a problem with MacKay's provision of the Services, the Client will not be liable for the Fees applicable to any such break in Services;
- n) in the event of a dispute over an invoice under Clause 4, supply MacKay with any information and/or documentation as MacKay should reasonably request, within 2 working days;
- o) not use the Services in any manner whatsoever which constitutes a violation of any law, regulation, ordinance or other enactment, or of any person's rights, which may cause MacKay or CreditCall to be subject to any investigation, prosecution or legal action. MacKay reserves the right to terminate this Agreement with immediate effect in the event that this Clause 3.1.(o) is subject to a breach by the Client;
- p) monitor the Transactions, Refunds and its Merchant Account using WebMIS.

4. PAYMENT & FINANCIAL PROVISIONS

1. The Fees payable for the Services are set out in Schedule A of this Agreement.
2. All Fees are payable in US dollars and are non-refundable.
3. MacKay shall issue invoices to Client for Services provided or to be provided. Terms are Net 30 days from invoice date. MacKay shall invoice Client and Client shall pay MacKay for Services in accordance with the prices, quantities and Services description as outlined in Schedule A. Client shall make payment in full to MacKay within thirty (30) days of invoice date.
4. MacKay shall be entitled to modify Fees and charges upon sixty (60) days written notice to Client.
5. If Fees are increased, Client will have thirty (30) days from the date of the notice to terminate this Agreement by notice in writing to MacKay.
6. MacKay reserves the right to charge and invoice the Client an additional development fee to cover costs in the event that the Merchant Acquiring Bank requires MacKay to complete an accreditation procedure.
7. Unless stated otherwise all Fees, charges and other payments to be made by the Client under this Agreement are exclusive of sales and use tax and any other applicable taxes. It is the Client's responsibility to identify and pay any taxes or charges applied by any statutory or public body in the country and/or state in which the Client carries on its business and the country and/or state in which the Offering is made.
8. All payments due to MacKay shall be paid in full without any set off, counterclaim, deduction or withholding of any kind.
9. MacKay reserves the right to suspend the Services where any amount is outstanding for Services after the invoice due date.
10. MacKay reserves the right to charge daily interest on any outstanding amounts, at a rate equal to 3% per annum above the Royal Bank of Canada base lending rate as current from time to time, whether before or after judgement, until the date actual payment is made.

5. SECURITY

1. For security purposes, and in keeping with existing Codes of Practice, the MacKay supplied Terminals:
 - a) do not store any Service User-identifying element of a Transaction, other than temporarily to process the Transaction with the PSP Service; this explicitly includes (but is not limited to) any Card numbers, CVV, CVV2, CVC2 or PVV information and any Track 2 information derived from the chip or magnetic strip;

- b) do not log any Service-User identifying element of a Transaction for any purpose at all including debugging or auditing and nor will any other record of a Transaction be held electronically or on paper; and
- c) do encrypt or obscure the Card numbers either by masking all digits except the first 6 and last 4 numbers; using the last 4 digits only or by applying a secure one way hashing algorithm such as SHA-1.

2. Independent of and notwithstanding the above practices employed by the supplied Terminals, the Client shall:

- a) not store any Service User-identifying element of a Transaction, other than temporarily to process the Transaction with the PSP Service; this explicitly includes (but is not limited to) any Card numbers, CVV, CVV2, CVC2 or PVV information and any Track 2 Information derived from the chip or magnetic strip;
- b) not log any Service-User identifying element of a Transaction for any purpose at all including debugging or auditing and nor will any other record of a Transaction be held electronically or on paper; and
- c) encrypt or obscure the Card numbers either by masking all digits except the first 6 and last 4 numbers; using the last 4 digits only or by applying a secure one way hashing algorithm such as SHA-1.

6. PRIVACY

1. Both parties shall at all times comply with any applicable privacy legislation, regulation, order or other enactment. Neither party may disclose personal information relating to any Service User to the other party save where the other party can demonstrate to the disclosing party's satisfaction that the Service User has consented to such disclosure or that such disclosure is otherwise in accordance with law.
2. Where any Service User's personal details are disclosed by one party to the other under Clause 6.1., above, the disclosing party shall not be liable for any loss caused, directly or indirectly to the receiving party, and/or any Service User by reason of any use, misuse or disclosure, made by the receiving party. The receiving party shall indemnify and hold the disclosing party harmless against any loss whatsoever, howsoever arising from any such use, misuse or disclosure, made by the receiving party of such information whether made negligently or otherwise.

7. PROPRIETARY RIGHTS

1. The Intellectual Property in the Services and PSP Services, underlying technology and any supporting documentation shall remain exclusively owned by MacKay and/or CreditCall, as the case may be. Nothing in this Agreement shall give the Client any right, title or interest in the Services or PSP Services, underlying technology or supporting documentation, save as expressly set out in this Agreement.
2. This Agreement shall not operate as an assignment to either party of any Intellectual Property right belonging, or licensed, to any other party and each party shall retain ownership of, or other interest in, any such Intellectual Property right to which they may be entitled.
3. Nothing in this Agreement shall entitle either party to use any other party's name, logo, trademark or Intellectual Property right in any way or any context whatsoever without the prior written consent of the other.
4. MacKay reserves the right to assign or sub-contract any of its rights or obligations under this Agreement.
5. Both parties will use their best endeavors to ensure that they do nothing that will bring disrepute to the other party's name or which will affect the other party's reputation.
6. MacKay reserves all proprietary rights not expressly granted.

8. CONFIDENTIALITY

1. Neither party shall without the prior consent of the other disclose, publish nor make use of, for its own or any purposes, any Confidential Information concerning the other which may come to its knowledge as a result of the discussions leading to this Agreement or anything done pursuant to it. This provision shall not apply:
 - a) to the disclosure or publication of any Confidential Information to any person having a legal right or duty to obtain or require such Confidential information;
 - b) where such Confidential Information has been disclosed or published to the general public (other than as a result of a previous, unauthorized disclosure, publication, or use for its own purpose by either party);
 - c) where the party received the Confidential Information from an independent third party who did not itself obtain it under an obligation of confidentiality;
 - d) where the Confidential Information is already known to the receiving party prior to the commencement of this Agreement (but, for the avoidance of doubt, this exception shall not apply to any Confidential Information which became known to that party during the course of any

previous discussions, negotiations or relationship with the other party):

- e) is developed by the receiving party at any time independently of the Confidential Information disclosed to it by the other party or by persons who have had no access to or knowledge of such information.
2. For the avoidance of doubt Clause 8.1 shall remain in full force and effect whilst this Agreement is in force and for a period of 2 years from the date of termination of this Agreement however caused.
3. The provisions set out in this Clause 8 are in addition to (and not in substitution for) all other confidentiality obligations agreed between the parties.

9. NO WARRANTY

1. MacKay makes no warranty or guarantee whatsoever, explicit or implicit, with regard to the quality, reliability or merchantability of the Services, and/or the PSP Services or the suitability of same for a particular purpose and without limiting the generality of the foregoing, MacKay does not warrant that the Services, the PSP Services, the Bank System or the Public System will be uninterrupted, error free or without delay.
2. Without limiting the generality of the foregoing, MacKay shall not be liable for any failure to provide or maintain the Services where such arises from a technical or other failure of the Public System, the Bank System or any product or service supplied by the Client or by a third party.
3. Without limiting the generality of the foregoing, the Client acknowledges that it has been made aware by MacKay of the types of theft and fraud which may occur and the Client further acknowledges and agrees that MacKay is not responsible in warranty or in contract for any repair, replacement or damages of any sort caused by fraud and/or theft or illegal means.

10. LIMITATION OF LIABILITY

1. MacKay will not be responsible for any loss the Client or anyone else suffers in any way related to or in connection with the Services or the PSP Services, regardless of cause. In no event will MacKay be liable for or obligated to pay damages of any kind, to any person, for loss of revenue, loss of profits, loss of business, loss of contracts, loss of goodwill, loss of data, loss of opportunity, damage to reputation or loss of anticipated savings, or any other damages or remedy, whether foreseeable or not, whether MacKay is advised of the possibility of any such losses or not, and whether or not sustained by the Client or any other person.
2. MacKay shall not be liable to the Client in respect of any breach of this Agreement caused by revocation or alteration of any license, permission or authorization governing the operation of the Services, the PSP Services, the Public System or the Bank System from time to time.
3. All risks in respect of authorization and/or settlement of Transactions and Refunds by the Bank System lie with the Client and/or the relevant financial institution, and neither MacKay nor CreditCall shall have any liability in respect thereof to the Client and/or the Service User except where a Transaction or Refund fails due to MacKay's or CreditCall's negligent act or omission in which case MacKay's and CreditCall's sole liability will be to reprocess the Transaction or Refund.
4. Neither MacKay nor CreditCall shall be liable for any costs associated with the acts or omissions of the Client or any third party.
5. In no circumstances will MacKay's liability to the Client hereunder exceed the sum of the Fees paid by the Client for Services for the 12 months preceding the date of any claim.
6. The Client acknowledges and agrees that neither MacKay nor CreditCall will have any liability in contract or in tort for:
 - a) the supply to the Service User of the Offering, invoices, receipts or any other information the Service User may require to use or otherwise take the benefit of the Offering;
 - b) the timeliness, standard, quality and/or suitability of the Offering;
 - c) or in respect of any charge, cancellation or dispute relating to the Offering.
7. The Client shall fully indemnify MacKay and/or CreditCall against any and all expenses, losses or damages resulting from claims or demands brought by a Service User against MacKay and/or CreditCall in respect of the Offering. MacKay shall as soon as reasonably possible give notice to the Client of any such action, proceeding, claim or demand and shall not settle or compromise any claim made by a Service User against MacKay without the prior written consent of the Client, which shall not be unreasonably withheld or delayed.

11. TERM, TERMINATION AND SUSPENSION

1. This Agreement will be in force for twelve (12) months from the Effective Date. If mutually agreed by Client and MacKay, this Agreement can be renewed for successive twelve (12) month periods.
2. Either party shall have the right at any time to immediately terminate this Agreement by giving notice to the other party if:
 - a) the other party commits a breach of this Agreement save that where the breach is capable of rectification this Agreement may not be terminated unless the other party fails to remedy the breach within ten (10) days of receipt of a written notice to do so; or

- b) the other party commits any act of bankruptcy or act of insolvency; or
 - c) the other party proposes or accepts an arrangement with any one or more of its creditors or suffers a petition for winding up (otherwise than for reconstruction or amalgamation) or the appointment of a receiver or administrative receiver over all or any part of its assets; or
 - d) anything analogous to any of the foregoing occurs to the other party under the law of any jurisdiction.
3. MacKay may suspend Services immediately upon non-payment of any amount owing under this Agreement, as of the date such amount becomes due. MacKay may terminate this Agreement if payment is not made in full within ten (10) days of notice of non-payment.
 4. MacKay may suspend or terminate PSP Services if the services provided by CreditCall are interrupted or terminated for any reason, and MacKay shall use best endeavors to notify Client in advance of such interruption or termination.
 5. Termination of this Agreement shall be without prejudice to any rights that either party may have against the other under the terms of this Agreement which have accrued up to the date of termination.
 6. Where this Agreement is terminated (howsoever caused) those provisions of this Agreement capable of surviving termination (including but not limited to Clauses 8, 9, and 10) shall continue in full force and effect.

12. WAIVER

1. No failure or delay by either party in exercising its rights under the Agreement shall be construed as a waiver or release from that right or create a precedent or in any way prejudice any party's rights under this Agreement.
2. Any waiver by either party of any provision of this Agreement shall be limited to the particular breach and shall not operate in any way in respect of any future breach.
3. The rights and remedies provided in this Agreement are cumulative and are additional to any rights or remedies provided by law.

13. GENERAL

1. The following provisions govern this Agreement:
 - a) Except for payment obligations, neither party will be liable for any failure or delay in performing any obligation under this Agreement that is due to causes beyond its reasonable control, including without limitation act of God, flood, lightning or fire, the act or omission of government, war, terrorism, riot or congestion or non-operation of the Public System or the Bank System. If these causes continue to prevent or delay performance for more than sixty (60) days, the affected party may terminate this Agreement, effective immediately upon notice to the other party.
 - b) The parties to this Agreement are independent entities. Nothing in this Agreement shall constitute any partnership between the parties or to create any relationship of agency between them and neither of the parties has authority to bind the other in any way, unless expressly stated.
 - c) The rights and obligations of the parties will bind and enure to the benefit of their respective successors, executors, administrators and permitted assigns. The Client may not assign or delegate its obligations under this Agreement without the prior written consent of MacKay. MacKay may assign its rights and obligations under this Agreement to a third party in connection with a merger, sale of all or substantially all of MacKay's assets or other corporate reorganization.
 - d) No modification or other change to this Agreement will be binding unless signed by a duly authorized officer of MacKay and a duly authorized officer of the Client.
 - e) This Agreement will be governed by and construed in accordance with laws of the State of Rhode Island. Both parties agree that any litigation or arbitration between the parties will take place in the State of Rhode Island.
 - f) Reference to any statute, license or other regulation includes a reference to that statute, license or regulation as re-enacted or amended from time to time.
 - g) Where the context so admits words denoting the masculine gender shall include the feminine or the neuter and vice versa and words denoting the singular shall denote the plural and vice versa.
 - h) The Clause headings are for the purposes of reference only and do not form part of this Agreement, nor do they affect the validity or enforceability of this Agreement.
 - i) If any provision of this Agreement is found by a court or any other competent authority to be unenforceable for any reason, all other provisions of the Agreement not affected by such invalidity or unenforceability shall remain in full force and effect; and both parties will seek to agree to a valid and enforceable substitute provision that achieves to the greatest extent possible the economic, legal and commercial objective of the invalid or unenforceable provision.

- j) Except where this Agreement specifies "written notice" or as may otherwise be required by law, all notices under this Agreement shall be given by Internet electronic mail to MacKay at the email address specified below and to the Client at the email address specified in Schedule A. Where this Agreement specifies "written notice," the notifying party will send a written copy, in addition to notice by electronic mail, by any established receipted delivery service to MacKay at the address noted below, and to the Client at the address noted in Schedule A.

Mackay Meters, Inc.
PO Box 338
1342 Abercrombie Rd.
New Glasgow, Nova Scotia
Canada B2H 5E3
Fax: (902) 752-5955
contract.support@mackaymeters.com

- k) This Agreement, including Schedule A, constitutes the entire agreement between MacKay and Client with regard to the Services, and replaces any previous agreement respecting the Services, and there are no other agreements, warranties, covenants or other obligations arising from any other document or communication between the parties.

BY SIGNING BELOW, CLIENT ACKNOWLEDGES THAT IT HAS READ AND UNDERSTOOD THE ABOVE TERMS AND CONDITIONS OF SERVICE, AND AGREES TO BE BOUND BY ALL SUCH TERMS AND CONDITIONS. THE UNDERSIGNED SIGNATORY WARRANTS, PERSONALLY AND ON BEHALF OF THE CLIENT, THAT THE UNDERSIGNED HAS AUTHORITY TO EXECUTE THIS AGREEMENT ON BEHALF OF THE CLIENT, AND THAT THE SIGNATURE OF THE UNDERSIGNED IS SUFFICIENT TO FULLY BIND THE CLIENT TO ALL OF THE TERMS AND CONDITIONS OF THIS AGREEMENT.

Client Name: CITY OF PROVIDENCE

Signature: [Signature]

Print Name: Leo J. Perrotta

Title: Parking Administrator

Date: 7/21/15

MACKAY METERS, INC.

Signature: [Signature]

Print Name: James MacKay

Title: VP Sales

Date: September 16th, 2015

Approved as to form and correctness:

[Signature]
JEFFREY DANA, CITY SOLICITOR.

Please sign 2 copies and return to MacKay Meters, Inc.
An executed copy will then be returned to you.

SCHEDULE A
MACKAY'S SINGLE-SPACE PARKING METER(S)

Effective Date: 7/7/2015

CLIENT'S INFORMATION

1. Client Name: City of Providence
2. a) Billing Department Contact:
 - Name: Leo Perrotta
 - Telephone #: (401) 781-4045
 - Fax #: (401) 781-4044
 - Email: LPerrotta@providenceri.com
- b) Notification Contact:
 - Name: Leo Perrotta
 - Telephone #: (401) 781-4045
 - Fax #: (401) 781-4044
 - Email: LPerrotta@providenceri.com
3. a) Billing Address: 60 Ernest St
Providence RI 02905
- b) Notification Address: Traffic Engineering
60 Ernest St
Providence, RI 02905

FEES PAYABLE FOR SERVICES

1. Client shall pay the following set up fees:
 - a) Merchant ID set up fee (including unlimited MacKay single-space parking meters at time of Merchant ID set up and if applicable one WebMIS Login account):
 - \$295 per Merchant ID
 - (WebMIS Terms & Conditions can be found on the WebMIS website and are incorporated within this Agreement)
 - b) Terminal set up fee (only applies when added to an existing Merchant ID):
 - \$15 per MacKay single-space parking meter
 - c) Additional WebMIS Login account fee (only applies when added to an existing WebMIS Login):
 - \$100 per account
2. Client shall pay additional fees for customized web page design or other additional development or customization work requests:
 - Quotes available on request
3. Client understands and acknowledges that any and all fees, charges or other expenses associated with credit card payments are the responsibility of the Client.

Mackay Single-Space Parking Meter(s)

4. Number of MacKay single-space parking meters forming part of the Terminals: 1,400
5. Client shall pay per MacKay single-space parking meter, the following fees for Services:

Monthly Fee per Single-Space Parking Meter*	Fee per Credit Card Transaction*
\$5.50	\$0.10

* Fee includes communication costs of single-space parking meters on the Public System.