

AGREEMENT FOR SERVICES  
Self-Service Kiosks

**THIS AGREEMENT FOR SERVICES** (this "Agreement") is entered into as of the 20<sup>th</sup> day of April, 2020 by and between the Pinellas County Tax Collector, in the State of Florida (hereinafter referred to as the "Tax Collector") and Intellectual Technology, Inc. (hereinafter referred to as the "Contractor").

**WHEREAS**, the Tax Collector desires to engage the Contractor to provide, and the Contractor desires to provide to the Tax Collector, the services described in Exhibit A.

**NOW, THEREFORE**, the parties mutually agree as follows:

1. **Scope of Services.** The Contractor agrees to perform the services described in Section 1 of Exhibit A, which document is attached hereto and incorporated herein in its entirety. All services provided by Contractor under this Agreement shall be referred to herein as the "Services".

2. **Time of Performance.** The Services of the Contractor are to commence and be completed (or end) by the dates set forth in Section 2 of Exhibit A, unless this Agreement is sooner terminated. All time limits are of the essence in this Agreement.

3. **Fees.** The Contractor will be compensated for Services rendered in accordance with Section 3 of Exhibit A. The Contractor is responsible for paying all applicable income, Federal Insurance Contributions Act (FICA), Federal Unemployment Tax Act, or other taxes owed on compensation paid under this Agreement. The Contractor shall submit requests for payment in a form acceptable to the Tax Collector and in conformance with the Tax Collector's policies.

4. **Term and Fee Increases.**  
The term of this Agreement shall begin on the date and year first written on Page 1 ("Effective Date") and continue for one year. The Agreement may be renewed thereafter for up to two (2), three (3) year terms upon the mutual consent of the Parties and provided there is documentable data and performance measures to support the successful operation of the self-service kiosks as determined by the Tax Collector in his sole discretion. Fee changes may be negotiated at renewal.

5. **General Terms and Conditions.**

A. **Termination of Agreement.** The Tax Collector or the Contractor shall have the right to terminate this Agreement, with or without cause, by giving written notice to the other party of such termination and specifying the effective date thereof, which notice shall be given at least ninety (90) days before the effective date of termination as set forth in Section 4 of Exhibit A. In such event, all finished or unfinished documents, data, studies and reports prepared by the Contractor pursuant to this Agreement shall become the property of the Tax Collector. Unless expressly stated otherwise in the notice, Contractor shall provide no further Services in connection with this Agreement after receipt of a notice of termination, and the Contractor shall proceed to cancel all existing orders and contracts that are chargeable to the Tax Collector under this Agreement. The Contractor shall be entitled to receive compensation in accordance with this Agreement for any satisfactory Services completed pursuant to the terms of this Agreement prior to the date of receipt of the notice of termination, or such other stop-work date as may be specified in the notice. Notwithstanding the above, the Contractor shall not be relieved of liability to the Tax Collector for damages sustained by virtue of any breach of this Agreement by the Contractor.

B. **Changes.** The Tax Collector or Contractor may, from time to time, request changes in the scope of the Services or the compensation of the Contractor. Such changes that are mutually agreed upon between the Tax Collector and Contractor shall be in writing, and upon execution shall become part of this Agreement. To be effective, all changes must be signed by the Contractor and by the Tax Collector.

C. **Assignability or Subcontracting.** Any assignment or transfer of this Agreement is prohibited, unless written consent is obtained from the Tax Collector.

D. **Audit.** The Tax Collector shall have reasonable access to any books, documents, papers and records of the Contractor which are pertinent to the Contractor's performance under this Agreement for the purpose of making an audit, examination, or excerpts. The Contractor shall provide any documentation necessary to prepare all reporting required of or by the Tax Collector, and shall keep all books, documents, papers and records which are pertinent to the

Contractor's performance for a minimum period of three years, or such longer time as may be set forth in any Special Conditions or addendums to this Agreement.

E. Equal Employment Opportunity. While performing this Agreement, the Contractor shall not discriminate against any employee, subcontractor, or applicant for employment because of disability, race, creed, color, sex, sexual orientation, religion, age, national origin, or ancestry.

F. Ownership of Documents. All drawings, specifications, guidelines and other documents received by the Contractor from the Tax Collector in connection with this Agreement shall be the property of the Tax Collector.

G. Intellectual Property Rights. Except as expressly provided herein, nothing in this Agreement will be construed as to transfer any right, title, or interest in the intellectual property of one party to any other party. Any intellectual property created in the performance of this Agreement solely by the personnel of one party shall be or remain the sole and exclusive property of that party, regardless of whether it is completed or reduced to practice thereafter. All modifications, enhancements, alterations or derivative works thereof shall remain the sole property of the party who was the original author.

H. Governing Law/Forum/Interpretation. This Agreement has been executed by the parties hereto on the day and year first above written and shall be governed by the laws of the State of Florida. Venue for any civil action relating to this Agreement shall be in Pinellas County, Florida. Both parties agree that the rule that ambiguities in a contract are to be construed against the drafting party shall not apply to the interpretation of this Agreement. If there is any conflict between the language of this Agreement and any exhibit or attachment, the language of this Agreement shall govern.

I. Compliance with Laws/Licenses and Permits. The Contractor shall comply with all applicable federal, state and local laws, ordinances, regulations, and resolutions. The Contractor shall be responsible for obtaining all licenses and permits necessary to perform the scope of Services, at the Contractor's expense, unless specifically stated otherwise in this Agreement.

J. No Waiver of Rights. The Tax Collector's approval or acceptance of, or payment for, Services shall not be construed to operate as a waiver of any rights or benefits to be provided under this Agreement. No covenant or term of this Agreement shall be deemed to be waived by the Tax Collector except in writing signed by the Tax Collector, and any waiver of a right shall not be construed to be a waiver of any other right or to be a continuing waiver, unless specifically so stated.

K. Intentionally left blank.

L. Conflict of Interest/Ethics. The Contractor shall refrain from providing Services to other persons, firms or entities that would create a conflict of interest for Contractor with regard to providing Services pursuant to this Agreement. The Contractor shall not offer or provide anything of benefit to any Tax Collector official or employee that would place the official or employee in a position of violating the public trust in violation of Florida law.

M. Remedies. In addition to any other remedies provided for in this Agreement, and without limiting its remedies available at law, the Tax Collector may exercise the following remedial actions if the Contractor substantially fails to perform the Service under this Agreement. Substantial failure to perform the Services hereunder shall mean substantially and materially insufficient, incorrect or improper performance of the Services identified in Exhibit A by the Contractor. These remedial actions are as follows:

- (1) Suspend Contractor's performance pending necessary corrective action as specified by the Tax Collector without the Contractor's entitlement to an increase in price/cost or a time extension.
- (2) Withhold payment to the Contractor until the necessary Services or corrections in performance are satisfactorily completed; and/or
- (3) Deny payment for those Services which have not been satisfactorily performed, or which, due to circumstances caused by the Contractor, cannot be performed, or if performed would be of no value to the Tax Collector.

The foregoing remedial actions are cumulative and the Tax Collector, in its sole discretion, may exercise any or all of them individually or simultaneously. The Tax Collector shall provide written notice to Contractor of its exercise of any of the foregoing remedial actions.

N. Force Majeure. Neither the Contractor nor the Tax Collector shall be liable for any delay in, or failure of performance of, any covenant or promise contained in this Agreement, nor shall any delay or failure constitute default or give rise to any liability for damages if, and only to extent that, such delay or failure is caused by "force majeure." As used in this Agreement, "force majeure" means acts of God, acts of the public enemy, unusually severe weather, fires, floods, epidemics, quarantines, strikes, labor disputes and freight embargoes, to the extent such events were not the result of, or were not aggravated by, the acts or omissions of the non-performing or delayed party.

O. Third-Party Beneficiaries. It is expressly understood and agreed that the enforcement of this Agreement and all rights of action relating thereto shall be strictly reserved to the Tax Collector and the named Contractor. Nothing contained in this Agreement shall give or allow any claim or right of action whatsoever by any other third person.

P. Survival of Terms and Conditions. Notwithstanding anything herein to the contrary, the parties understand and agree that all terms and conditions of the Agreement that anticipate continued performance, compliance, or effect beyond the termination date of the Agreement shall survive such termination date and shall be enforceable in the event of a failure to perform or comply.

Q. Employees. Contractor certifies and agrees as follows:

(1) The Contractor shall not knowingly employ or contract with an illegal alien (a non-legal resident of the United States) to perform work under this Agreement.

(2) The Contractor shall not enter into a contract with a subcontractor that fails to certify to the Contractor that the subcontractor shall not knowingly employ or contract with an illegal alien to perform work under this Agreement.

(3) The Contractor has confirmed the employment eligibility of all employees who are newly hired for employment to perform work under this Agreement through participation in either the employment verification ("e-verify") program administered by the United States Department of Homeland Security or the Social Security Administration.

(4) If the Contractor obtains actual knowledge that a subcontractor performing work under this Agreement knowingly employs or contracts with an illegal alien, then the Contractor shall: (a) notify the subcontractor and the Tax Collector within three days that the Contractor has actual knowledge that the subcontractor is employing or contracting with an illegal alien; and (b) terminate the subcontract with the subcontractor if within three days of receiving the notice the subcontractor does not stop employing or contracting with the illegal alien; except that Contractor shall not terminate the subcontract if during such three days the subcontractor provides information to establish that the subcontractor has not knowingly employed or contracted with an illegal alien.

(5) The Contractor shall comply with any reasonable request by the Tax Collector made in the course of an investigation that the Tax Collector is undertaking pursuant to the authority established by Florida law.

(6) If the Contractor violates any of the provisions of this section 5.Q, the Tax Collector may immediately terminate this Agreement effective upon the receipt by Contractor of written notice of termination from the Tax Collector, and the Contractor shall be liable for actual and consequential damages to the Tax Collector.

R. Abilities, Qualifications, Experience, and Best Efforts. Notwithstanding anything to the contrary contained in this Agreement, the Tax Collector and Contractor agree and acknowledge that the Tax Collector enters into this Agreement relying on the special and unique abilities of Contractor to perform the Services and accomplish the tasks described. Contractor accepts the relationship of trust and confidence established between Contractor and the Tax Collector by this Agreement. Contractor covenants with the Tax Collector to use its best efforts. Contractor shall further the interests of the Tax Collector according to the Tax Collector's reasonable requirements and procedures, and according to the highest standards and quality prevailing among those who perform work of a similar nature.

S. Accuracy of Work. The Contractor represents, covenants and agrees that its work performed hereunder, including but not limited to the Services identified in Exhibit A, will be accurate and free from any material errors.

6. Insurance. In part to assure the Tax Collector that the Contractor is always capable of fulfilling the specified indemnification obligations, the Contractor must purchase and maintain insurance of the kind and in the minimum amounts specified below, unless indicated otherwise in Section 7 of Exhibit A.

A. The Contractor agrees to procure and maintain, at its own expense, for all Services covered by

this Agreement, the following policies of insurance:

(1) **Workers' Compensation Insurance:** The Contractor will maintain workers' compensation insurance covering the contractor for the performance of all Services under this Agreement in accordance with applicable state laws, and employer's liability insurance. Coverage shall include a waiver of subrogation in favor of Tax Collector.

**Minimum Limits:**

- Workers' Compensation – statutory limits
- Employer's Liability:
  - \$1,000,000 bodily injury for each accident
  - \$1,000,000 each employee for disease
  - \$1,000,000 disease aggregate

The requirements of this provision shall apply to the Contractor and to all subcontractors.

(2) **Commercial General Liability:** The Contractor will maintain commercial general liability insurance covering all operations by or on behalf of the Contractor on an occurrence basis against claims for bodily injury, property damage (including loss of use) and personal injury. Such insurance will have these minimum limits and coverages:

**Minimum Limits:**

- \$1,000,000 each occurrence
- \$2,000,000 general aggregate with dedicated limits per project site
- \$2,000,000 products and completed operations aggregate

**Coverages:**

- Contractual Liability
- Independent Contractors
- Defense in addition to the limits of liability
- Severability of Interests Provision
- Additional Insured Endorsement issued to Pinellas County Tax Collector, its officers, its agents, and its employees acting in the scope of their employment

The requirements of this provision shall apply to the Contractor and to all subcontractors.

(3) **Automobile Liability:** The Contractor will maintain business auto liability coverage covering liability arising out of any auto (including owned, hired and non-owned autos) used in connection Minimum Limits:

**Minimum Limit:**

- \$1,000,000 Combined Single Limit Each Accident

**Coverages:**

- MCS 90 for vehicles carrying hazardous materials
- Additional Insured Endorsement issued to the Pinellas County Tax Collector, its officers, its agents, and its employees acting in the scope of their employment

The requirements of this provision shall apply to the Contractor and to all subcontractors.

(4) If indicated in Section 5 of Exhibit A, Errors and Omissions or Professional Liability Insurance with a minimum coverage amount as specified in Section 5 of Exhibit A, and for two years beyond the completion of all Services under this Agreement.

(5) If indicated in Section 6 of Exhibit A, Cyber Liability Insurance with a minimum coverage

amount as specified in Section 6 of Exhibit A.

B. The above mentioned coverages shall be procured and maintained with insurers with an A or better rating, as determined by Best's Key Rating Guide. All coverages shall be continuously maintained during the term of this Agreement or as noted above to cover all liability, claims, demands, and other obligations assumed by the Contractor.

C. Additional Insured status required above shall be primary and non-contributory with any insurance or self-insurance carried by the Tax Collector. The Contractor shall be solely responsible for any deductible losses under any policy required above.

D. The policies shall provide that the Tax Collector will receive notice at least 90 days prior to cancellation, termination or non-renewal of the policies.

E. The Contractor shall not be relieved of any liability, claims, demands, or other obligations assumed pursuant to this Agreement by reason of its failure to procure or maintain insurance, or by reason of its failure to procure or maintain insurance in sufficient amounts, durations or types.

F. Failure on the part of the Contractor to procure or maintain policies providing the required coverages, conditions and minimum limits shall constitute a material breach of contract upon which the Tax Collector may immediately terminate this Agreement.

G. The Tax Collector reserves the right to request and receive a certified copy of any insurance policy and any applicable endorsement thereto.

7. **Insurance Certificates.**

A. The Contractor shall, prior to commencing Services, deliver to the Tax Collector Certificates of Insurance as evidence that policies providing any and all required coverages and limits are in full force and effect.

B. These certificates will serve as an indication to the Tax Collector that the Contractor has acquired all necessary insurance; however, the Tax Collector may require that certified copies of the insurance policies be submitted and may withhold payment for Services until the applicable insurance policies are received and found to be in accordance with the Agreement.

C. Insurance limits must be indicated on each Certificate of Insurance. Each Certificate of Insurance shall be reviewed and approved by the Tax Collector prior to commencement of Services under the Agreement. The certificates shall identify this Agreement and shall state the project number where applicable.

8. **Indemnification.**

A. **Contractor's Indemnification Obligations.** The Contractor shall indemnify and hold harmless the Tax Collector and its elected and appointed officials, officers, employees, and agents from and against any and all losses, damages, liabilities, claims, suits, actions, or awards, including costs, expenses and attorney's fees, incurred or occasioned as a result of the negligence or willful misconduct of the Contractor, or its principals, employees, agents, or subcontractors arising out of or in any way connected with the performance of Services under this Agreement; provided, however, that under no circumstances shall Contractor's total liability under this Agreement exceed the aggregate amount of all transaction fees paid to Contractor under this Agreement in accordance with Section 3 hereof. The Contractor's obligation to indemnify pursuant to this paragraph, and to provide any extended insurance coverage where applicable, shall survive the completion of the Services, and shall survive the termination of this Agreement.

B. **Tax Collector's Indemnification Obligations.** To the extent permitted by Florida law, the Tax Collector shall indemnify and hold harmless the Contractor and its officers, employees, and agents from and against any and all losses, damages, liabilities, claims, suits, actions, or awards, including costs, expenses and attorney's fees, incurred or occasioned as a result of the negligence or willful misconduct of the Tax Collector, or its elected and appointed officials, officers, employees, and agents arising out of or in any way connected with the performance of Services under this Agreement; provided, however, that under no circumstances shall Tax Collector's total liability under this Agreement exceed the aggregate amount of all transaction fees paid to Contractor under this Agreement in accordance with Section 3 hereof. The Tax Collector's obligation to indemnify pursuant to this paragraph shall survive the completion of the Services, and shall survive the termination of this Agreement.

9. **Independent Contractor.** The Contractor is an independent contractor. AN INDEPENDENT CONTRACTOR IS NOT ENTITLED TO WORKER'S COMPENSATION BENEFITS AND IS OBLIGATED TO PAY FEDERAL AND STATE INCOME TAX ON ANY MONIES EARNED PURSUANT TO THE CONTRACT RELATIONSHIP. Notwithstanding any provision appearing in this Agreement, all personnel assigned by the Contractor to perform work under the terms of this Agreement shall be and remain at all times employees of the Contractor or employees of their respective employers for all purposes.

10. **Notices.** Notices to be provided under this Agreement shall be given in writing and either delivered by hand or deposited in the United States mail with sufficient postage to the addresses set forth in Section 7 of Exhibit A.

11. **Extent of Agreement.** This Agreement represents the entire and integrated agreement between the Tax Collector and the Contractor and supersedes all prior negotiations, representations or agreements, either written or oral. Any amendments to this must be in writing and be signed by both the Tax Collector and the Contractor. If any portion of this Agreement is found by a court of competent jurisdiction to be void and/or unenforceable, it is the intent of the parties that the remaining portions of this Agreement shall be of full force and effect.

12. **Public Records Provision.** The Parties acknowledge and agree that the statement and provisions below are required by Florida Statute to be included in this contract for services. The inclusion of this statement and provisions below shall not be construed to imply that Contractor has been delegated any governmental decision-making authority, governmental responsibility or governmental function or that Contractor is acting on behalf of the Tax Collector as provided under Section 119.011(2), Florida Statutes, or that the statement or provisions are otherwise applicable to Contractor. As stated below, Contractor may contact the Tax Collector's Custodian of Public Records with questions regarding the application of the Public Records Law; however, Contractor is advised to seek independent legal counsel as to its legal obligations. The Tax Collector cannot provide Contractor advice regarding its legal rights or obligations.

**IF CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT:**

**Telephone number: Insert County telephone number, E-mail address: Insert County Contact E-mail address, or Mailing address: County Address**

If under this Contract, Contractor is providing services and is acting on behalf of the Tax Collector as provided under Section 119.011(2), Florida Statutes, Contractor will comply with public records law, and agrees to:

- i) Keep and maintain public records required by the Tax Collector to perform the services.
- ii) Upon request from the Tax Collector's custodian of public records, provide the Tax Collector with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119 Florida Statutes or as otherwise provided by law.
- iii) Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the Contract if Contractor does not transfer the records to the Tax Collector.
- iv) Upon completion of the Contract, transfer at no cost to the Tax Collector, all public records in possession of Contractor or keep and maintain public records required by Tax Collector to perform the service. If Contractor transfers all public records to Tax Collector upon completion of the Contract, Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If Contractor keeps and maintains public records upon completion of the Contract, Contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the Tax Collector, upon request from the Tax Collector's custodian of public records, in a format that is compatible with the information technology systems of the Tax Collector.

Failure of Contractor to comply with Chapter 119, Florida Statutes, and/or the provisions set forth above, where applicable, shall be grounds for immediate unilateral termination of this Contract by the Tax Collector.

[Signature Page Follows]

IN WITNESS WHEREOF, each of the parties hereto have caused this Agreement to be executed as of the date first set forth above.

By: \_\_\_\_\_  
(signature)

Drew Nicholson  
(printed name)

Title: President/COO

Date: \_\_\_\_\_

**PINELLAS COUNTY TAX COLLECTOR:**

By:   
(signature)

(printed name)



Title: Tax Collector for Pinellas County

Date: 4-20-2020

**EXHIBIT A**

**EXHIBIT A to the Agreement for Services between the Pinellas County Tax Collector and Intellectual Technology, Inc. for Self-Service Kiosks**

1. **Scope of Services.** The Contractor hereby agrees to and accepts responsibility to perform the following services:

To install, operate, and maintain a network of motor vehicle self-service kiosks for the Pinellas County Tax Collector (the "Tax Collector") in compliance with the terms of this Agreement. The Contractor will provide a complete turnkey kiosk solution to the Tax Collector which will comply with all design, development, integration, deployment, installation, and maintenance of all components and special conditions outlined below. The Tax Collector's ultimate goal is to offer an alternative service delivery option to customers for motor vehicle renewals so as to reduce the amount of over the counter renewals and decrease customer wait times. It is the parties' intent that the use of the kiosks will eventually be expanded to include additional locations, transaction capabilities and enhancements.

The parties are entering into this Agreement in order to participate in the kiosk program authorized by the Tax Collector. It is understood and agreed that the Tax Collector is not a party to any contractual agreement made between any other governmental unit and the Contractor as a result of entering into this Agreement.

The Contractor shall recognize and follow the Tax Collector's vision for the self-service kiosk program. The Tax Collector intends to eventually expand placement of the kiosk to partnership locations, such as centers of business and large retail centers. The expansion schedule for the kiosk partnership locations will be determined mutually by the Tax Collector and Contractor, and the parties will cooperate to determine the best kiosk locations.

Tax Collector agrees to permit residents of other Florida counties to process transactions on the Tax Collector's self-service kiosks. Funds from these transactions will be deposited directly into the Tax Collector's account for which the kiosk is contractually assigned to.

The Tax Collector will allow the Contractor to install either a Big Kahuna model kiosk, a Small Kahuna model kiosk, a Hoku model kiosk, or a Surfboard kiosk model at each mutually selected and agreed upon Tax Collector location, and may install an agreed upon model kiosk at partnership locations. The Tax Collector may eventually expand the number and placement of kiosks, to include installing kiosks at other third party partnership locations. A description of the kiosk models is found in Exhibit B.

The Tax Collector agrees to allow Contractor to implement best practices for marketing kiosks to ensure program awareness and faster customer adaptation. The Tax Collector agrees to promote and market kiosk services on their web site, place visible signs in offices, redirect customers from the counter to the kiosks when possible, and consider implementing best marketing practices provided by Contractor.

2. **Time of Performance.** The services of the Contractor shall commence as of the date of this Agreement. The services of the Contractor shall auto renew every year on the day this contract is executed, unless either party notifies the other party within 60 days of the renewal date with the intent to terminate in writing.

3. **Compensation.** The Tax Collector agrees to compensate the Contractor for the performance of services detailed in Section 1 above, Scope of Services, as follows:

Either the customer or Tax Collector will pay ITI a \$3.00 per transaction fee per each printed vehicle registration renewal completed at the Tax Collector's office or a \$3.95 fee for each printed vehicle registration renewal completed at a Third Party location. A transaction is defined as issuance of a vehicle registration certificate and decal(s) for one vehicle. Credit/debit card merchant fees are 2.30% and shall be paid by the customer to Contractor who will subsequently pay Contractor's chosen credit/debit card payment processor.

Due to the lack of clarity in Section 215.322, Fla. Stat. with regard to the ability to charge a transaction fee on cash transactions. The Tax Collector must cover the \$3.00 or \$3.95 fee from ITI, and this cannot be passed to the customer, should cash be offered. This is only until clarity is reached with Section 215.322, Fla. Stat. that cash transactions may be charged a transaction fee.

In addition to such compensation, if any transaction processed by a motor vehicle self-service kiosk is later processed in duplicate by the Tax Collector either over the counter, by mail or online and the initial kiosk transaction is subsequently reversed by Contractor after receipt of an executed [credit refund authorization form] from the Tax Collector, due to no fault of Contractor or Contractor's payment processing vendor (each, a "No Fault Refund Transaction"), then within 30 days of the Tax Collector's receipt of Contractor's monthly invoice, which shall summarize the number of No Fault Refund Transactions that occurred in the prior month, the Tax Collector shall pay Contractor the following fees for each such No Fault Refund Transaction: (1) Applicable transaction fee defined under "Compensation" per printed vehicle registration renewal, plus (2) a fee of 2.30% of the aggregate vehicle registration renewal transaction amount for each credit card charge, as applicable."



In addition to such compensation, if any transaction processed successfully by a motor vehicle self-service kiosk is later asked to issue a credit against the transaction after receipt of an executed [credit refund authorization form] from the Tax Collector due to no fault of Contractor or Contractor's payment processing vendor (each, a "No Fault Refund Transaction"), then within 30 days of the Tax Collector's receipt of Contractor's monthly invoice, which shall include the number of No Fault Refund Transactions that occurred in the prior month, the Tax Collector shall pay Contractor the following fees for each such No Fault Refund Transaction: (1) Applicable transaction fee defined under "Compensation" per printed vehicle registration renewal, plus (2) a fee of 2.30% of the aggregate vehicle registration renewal transaction amount for each credit card charge, as applicable."

4. **Notices of Termination.** Notices of termination shall be given at least ninety (90) days before the effective date of termination.

5. **Professional Liability Insurance.** Errors and Omissions or Professional Liability Insurance is required (check box only if it is required). The required minimum amount of coverage is \$1,000 (indicate amount only if it is required).

6. **Cyber Liability Insurance.** Contractor shall obtain Cyber Liability Insurance with a minimum \$1,000,000 coverage.

7. **Addresses for Notices.** The addresses for Notices are as follows:

To the Tax Collector:

X County Tax Collector's Office  
County address here

To the Contractor: Intellectual Technology, Inc.

2980 E. Coliseum Blvd.  
Fort Wayne, IN 46805 FW ITI  
Attention: Contracts Administrator

8. **Special Conditions.**

No special conditions

Special Conditions are as follows as reflected in A-N below:

**A. TECHNICAL REQUIREMENTS**

1. The Contractor will make available all of its kiosk models for installation.
2. All kiosks will be in full compliance with the Tax Collector's Technology Standards. The kiosk solution includes all hardware and software required to provide unattended processing of transaction and payment services.
3. All daily operations of the self-service kiosk will be the responsibility of the Contractor, including, but not limited to, maintaining an interface between the kiosks and existing Florida Motor Vehicle applications which allow Tax Collector residents to renew and print registration documents, allowing for the kiosks to accept multiple forms of payment (cash, debit, and credit card), and providing maintenance for the kiosks, including all hardware and software.
4. The Contractor shall ensure all necessary integration of the kiosk application is successfully completed with the State of Florida motor vehicle application.
5. The Contractor shall ensure that the kiosks will interact with the State of Florida motor vehicle application/file systems.
6. The Contractor shall ensure the kiosks are programmed to electronically notify the Contractor's technical support any time there is an equipment malfunction, interface disruption, or maintenance issue. Contractor shall provide all support services, repairs and maintenance to all equipment, including the cleaning of the screens, shelves, fascia, etc.
7. Upon receiving written authorization from the Tax Collector, Contractor shall provide and install kiosks at mutually agreed upon and authorized third party partnership locations. Contractor is responsible for all costs associated with obtaining and maintaining data and power lines. The third party partnership location kiosks may accept or dispense cash, if agreed by the Tax Collector and Contractor.
8. The Contractor shall provide all electrical equipment to operate on kiosks to be approved for electrical safety by

Underwriter's Laboratory or equivalently listed, and be certified by a Nationally Recognized Testing Laboratory to be compliant with FCC regulations.

9. All kiosks must comply with the Americans with Disability Act (ADA) standards for accessible kiosk design as of 2010 or the most recent requirements and allow customers to process their transaction without assistance and comply with Section 508 of the Rehabilitation Act of 1973, as amended. The placement of the kiosks at all locations must be ADA compliant and allow for required clearance and accessibility.
10. The Contractor shall ensure that the system architecture is scalable and designed to easily and inexpensively accommodate changes (future transactions/products/upgrades/features) resulting from Tax Collector and State of Florida business rules, workflows, legislation, and new motor vehicle system implementation, at no additional costs to the Tax Collector.

## **B. PAYMENT OPTIONS**

1. The kiosks shall feature credit/debit card readers. The reader shall not store the credit/debit card information at any point. The devices and payment application shall be certified to Payment Card Industry (PCI) and Data Security Standard 3.1 (DSS) requirements. The Contractor is not responsible for credit/debit card merchant fees; kiosk customers shall pay the merchant fees to Contractor, Contractor shall pay the credit/debit card payment processor. Contractor will process credit/debit card payments through Contractor's payment processor. The merchant fee will be 2.30%.
2. The Contractor shall provide a credit/debit card reader that has the ability to read cards that conform to common International Standards (ISO) and ANSI standards. The Contractor shall also provide credit card readers that have proven reliability and that are capable of reading the magnetic stripes on all major credit and debit cards by end of year 2020 or as federal law dictates, the Contractor shall provide credit card readers that are capable of reading the chip on all major credit and debit cards. No credit card information is to be displayed at any time and no manual entry is to be permitted.
3. The Contractor shall provide all general and preventive maintenance for the card readers as part of the kiosk program.
4. Cash Payment Accepters and Dispensers – Select kiosks
  - a. At kiosks designated by the Tax Collector to accept and dispense cash, the Contractor shall provide cash bill acceptors and dispensers, capable of high volume retail applications. Contractor shall ensure/validate the cash is not counterfeit and currency bills are legal U. S. tender only. The kiosks shall physically reject counterfeit/foreign currency when detected by the cash acceptor and provide a suitable message that "Cash submitted is not acceptable currency" when counterfeit/foreign currency is detected by the cash acceptor.
  - b. The Contractor shall provide each designated kiosk with the capability of accepting, validating, sorting, and stacking US currency bills in the denominations of \$1, \$5, \$10, \$20, \$50, and \$100.
  - c. The Contractor shall implement an electronic readout that displays the amount of cash accepted or dispensed. The kiosk must not accept additional currency once deposits meet the total amount due.
  - d. The Contractor shall provide a bill dispenser that is capable of dispensing US currency bills in the denominations of \$1, \$5, and \$20.
  - e. The Contractor shall equip designated kiosks with a coin change dispenser that is capable of dispensing change in denominations of pennies, nickels, and quarters.
  - f. For the kiosks that are designated to accept cash, the Contractor shall incorporate a notification system that is capable of alerting Tax Collector personnel when the currency dispenser is low on US currency bills or coins.
  - g. The Contractor shall provide the kiosks with the capability to automatically disable the cash functionality if the dispensers are either improperly secured or are unable to provide sufficient monies. If disabled, the credit/debit payment options shall remain available unless they are also malfunctioning.
5. Only one method of payment may be accepted for any transaction (customers cannot combine cash, or credit/cash, etc.). Contractor shall provide validation methods for cash received to ensure proper payment for the proper amount.

## **C. DELIVERY, INSTALLATION, AND MOVEMENT.**

1. The Contractor is fully responsible for installing and deploying kiosks to locations mutually agreed upon between the Tax Collector and the Contractor.
2. Delivery Date: Unless otherwise agreed to by the Tax Collector in writing, the Contractor shall deliver the kiosks in accordance with agreed upon delivery dates:
3. Installation Responsibility: Except where otherwise expressly provided, "delivery" includes and shall not be complete until the Contractor completes installation of all the new products. Installation includes, without limitation, shipping to destination, all unpacking, positioning and connection of such products with internal utility services, in such a manner to render them ready for acceptance testing. All equipment installations shall comply with building and facilities standards established by the Tax Collector. During installation the Contractor must remove all crating and other debris from the premises.
4. Site Preparations and Modifications: The Contractor shall be responsible for coordinating with the Tax Collector for all site modifications required to install the kiosk systems, including all peripherals and options. This shall include, for example, cabling of the office, any electrical work required at the facilities, any relocation of electrical service, relocation of furniture, relocation of existing cabling, etc. Any delay or additional site preparation expense caused in whole or in part by erroneous or incomplete environmental specifications shall be the Contractor's liability. Any delay or additional site preparation expense caused in whole or in part by erroneous or incomplete drawings and blueprints provided by Tax Collector shall be the Tax Collector's responsibility.
5. Work Site Damages: Any damage from work performed by the Contractor or subcontractor shall be repaired to original condition and to the Tax Collector's satisfaction at the Contractor's expense.

6. Contractor Property Damage: The Contractor shall be entirely responsible for any loss or damage to its own materials, supplies, and equipment, and to the personal property of its employees while they are maintained on the work site.
7. Relocation of Kiosks: Upon agreement by the parties that a kiosk should be relocated to another third party partnership location, the Contractor shall relocate the equipment.
8. Except for the cost and expense associated with relocating, or pulling wires to make data or electricity available to the kiosk, which shall be the sole responsibility of the Tax Collector, shipment to the new installation site shall be at the Contractor's expense by any appropriate mode of transportation selected by the Contractor. The Contractor shall supervise packing, unpacking, and the relocation of equipment.

#### D. ACCEPTANCE PERIOD

##### 1. Acceptance Period

- a. Kiosk System installation and implementation will be deployed at Tax Collector designated sites. The Contractor and Tax Collector will conduct an operational site systems test and review at each site after the equipment is installed and certified ready for production and implementation.
- b. If the Contractor fails to meet any of the requirements of Exhibit A, Tax Collector may require a replacement kiosk to be provided and/or may avail itself of the remedies for default and/or breach. If a replacement is requested by the Tax Collector, such a replacement shall be installed no later than thirty (30) calendar days following the request for replacement, at no additional cost to the Tax Collector.
- c. During the Acceptance Period:
  - i. Each hardware product shall conform to all specifications published or provided by the Contractor or manufacturer and required by this Agreement, including but not limited to, physical characteristics, operating characteristics, space requirements, power requirements, performance requirements and maintenance.
  - ii. Each software product shall conform to all specifications published or provided by the Contractor or developer in all respects, including, but not limited to, operating performance, timing characteristics, sizing and compatibility.
- d. Acceptance shall not occur until all kiosks function as an integrated system and can successfully perform all the mandatory requirements identified in this Agreement.
- e. Contractor will not introduce any changes, enhancements or updates to the kiosks without prior knowledge of the Tax Collector. All necessary changes will be approved by the Tax Collector prior to implementation regardless of the impact to the front end user.

#### E. REQUIRED PROJECT POLICIES, GUIDELINES, AND METHODOLOGIES

1. The Contractor shall be required to comply with all applicable laws, regulations, policies, standards and guidelines affecting information technology projects, which may be created or changed periodically. The Contractor shall adhere to and remain abreast of current, new, and revised laws, regulations, policies, standards and guidelines affecting project execution. These may include, but are not limited to: personal identification/security, data protection, and data transmission.
2. The Tax Collector will establish a training schedule after consultation with the Contractor. This schedule must coincide with the kiosk installation schedule.
  - a. The Contractor shall develop customized training plans that the Tax Collector may use for its internal training purposes, which shall include:
    - i. Method of training.
    - ii. Length of training (estimate number of hours for each type of employee).
    - iii. Scope of training.
    - iv. List of training materials and samples.
    - v. Detailed description of the training.
    - vi. Detailed outline of each training session.
  - b. Contractor will make available qualified technical staff needed in order to facilitate any changes or diagnosis of issues or enhancements to the kiosk software or hardware.
2. The Contractor shall maintain and provide to the Tax Collector transaction data from each kiosk on a real time basis via the ITI supplied online repository.
3. The Contractor shall provide Tax Collector staff with on-site system management and operations training sufficient to provide basic knowledge and daily operational proficiency. The training shall include, but not be limited to, the following:
  4. System operation.
  5. Troubleshooting and monitoring.
  6. Preventive Maintenance tasks (i.e. cleaning).
  7. Standard report printing.
  8. On demand reporting.

#### F. SOFTWARE REQUIREMENTS

## 1. System / Architecture

- a. The Contractor shall ensure the kiosks will integrate with the current FLHSMV applications for all transactions. The Contractor shall document the functional design of all software applications and receive the approval of the Tax Collector prior to system development. As part of the functional design, sample screens and graphics shall be prepared. The samples shall include the Tax Collector logo, welcome screens, menu screens, transaction screens, error situations, etc. Tax Collector will provide detailed technical specifications to the Contractor.
- b. The kiosk application to be developed and implemented by the Contractor for the Tax Collector shall feature the following services:
  - i. Vehicle Registration Renewal – The Contractor shall provide “Registration Renewal” services that will print and dispense to the customer the registration certificate, one year decal or two year decal, and payment receipt directly from the kiosk. The kiosk shall dispense the appropriate insurance message directly to the customer.
  - ii. Ability to include future transactions.
- c. The Contractor must provide the capability of producing real-time reports for all kiosk transactions during normal business hours without affecting the system’s performance.
- d. The Contractor shall provide the capability of producing various reports, including but not limited to:
  - i. Auditing Reports
  - ii. Accounting Reports
  - iii. Use and Statistical Reports
  - iv. Maintenance Reports
  - v. State-of-health Reports
  - vi. Consumable Inventory Reports
  - vii. Repair and Downtime Reports
  - viii. Response Time Reports, including transaction times per type, payment method, etc., and time measurements for each individual screen
  - ix. Transaction Detail and Error Reports
  - x. Payment Error Reports
  - xi. Cash Out Receipt Reprint
  - xii. Real-time Search Reports
  - xiii. Manual Cash Refunds
- e. The Contractor shall ensure the kiosk application is able to identify a system error such as a hardware malfunction or interface disruption and is able to immediately alert Contractor’s technical support and/or Tax Collector system administrators of the issue.
- f. The Contractor shall provide a kiosk application capable of detecting logical errors in the data entered by the customer, or in their failure to enter required data. The Contractor will work closely with the Tax Collector to define the business rules to provide proper validation of all screen inputs and screen fields.
- g. The Contractor shall submit all Tax Collector specific multi-media content, graphics, digitized photographs, printed information, etc. to the Tax Collector for approval prior to implementation.
- h. The kiosk must offer customers the choice to process transactions in either English or Spanish.
- i. The Contractor shall provide kiosk application instructions (help screens) to the customer, which are clear and to the point, with no large blocks of text.
- j. The Contractor shall provide application screens that will not require scrolling.
- k. The Contractor shall ensure each kiosk is maintained on the most current version of the Contractor’s system of operation.

## 2. Kiosk Application

- a. The Contractor shall provide an application for the kiosk that will be modular in design, allowing easy implementation of additional transaction modules at a later date that interfaces with Florida’s current systems to process transactions. The Contractor shall ensure that transactions and functions can be easily installed, activated, suspended and managed from a central remote management solution.
- b. The Contractor must provide kiosk application screens and voice assistance in both English and Spanish languages.
- c. The Contractor shall provide a kiosk application that will be intuitive, enabling first time users to find the desired information easily and complete the desired transaction.
- d. The Contractor shall provide a kiosk application that will prevent transaction duplication in the event of an unexpected power failure, lost connection, or reboot. Transaction data will not be sent to the Tax Collector and the State of Florida before it has been fully completed.
- e. Contractor shall provide a back-up and recovery plan for ensuring restoration in the event of failures. Contractor is responsible for providing data recovery services.

## 3. Software Provisions

- a. Software Upgrades - The Contractor shall provide the Tax Collector with any and all upgrades that become available during the term of the contract.
- b. Third Party Acquisition of Software - The Contractor shall notify the Tax Collector in writing if its

intellectual property, associated business, or any of its assets are acquired by a third party. The Contractor further agrees that the terms and conditions of this Agreement, including any and all license rights and related services, shall not be affected by the acquisition. Prior to the completion of the acquisition, the Contractor shall obtain for the Tax Collector's benefit and deliver to the Tax Collector the assignee's agreement to fully honor the terms of this Agreement.

- c. Title of Software - The Contractor represents and warrants that it is the sole owner of the software or, if not the owner, has received all legally required authorizations from the owner to license the software, as well as the full power to grant the rights required by this Agreement. Neither the software nor its use in accordance with the Agreement will violate or infringe upon any patent, copyright, trade secret, or any other intellectual property rights of another person or organization.
- d. For Tax Collector initiated modifications to the software, the Contractor shall commit to a reasonable delivery date for enhancements, as mutually agreed upon, when the Tax Collector determines to proceed with the change.
- e. The Contractor shall maintain and provide to the Tax Collector transaction data from each kiosk. The Contractor shall not store any sensitive customer information as defined by the Tax Collector, and PCI DSS guidelines, and should any sensitive information be deemed necessary for audit purposes, the information shall be encrypted.
- f. The Contractor shall maintain server backups at designated locations.

#### **G. KIOSK OPERATIONAL STATISTICS AND REPORTING**

1. The Contractor shall provide a solution for centrally collecting, storing, and reporting kiosk usage/performance statistics in real time. No sensitive customer information, as defined by the Tax Collector, and PCI DSS guidelines, shall be stored on the kiosks.
2. The Contractor will maintain servers which will collect data from kiosks each time a transaction is ended, whether the transaction was completed or not. The servers will be connected to the Contractor's network. The kiosks will not connect to the Tax Collector's IT network system.
3. The Contractor will provide an interface for looking up transactions, providing various reports, and producing on demand reports.

#### **H. SECURITY REQUIREMENTS**

1. The Contractor shall provide all kiosks with network controls, system access controls, and management systems that meet Tax Collector Technical Standards.
2. The Contractor shall ensure that the kiosks and kiosk servers do not display or store credit card numbers at any time.
3. The Contractor shall incorporate into the kiosk design an automatic time-out function which will activate if a customer ceases interaction with the kiosk. Each individual screen within the kiosk application shall be configured for individual time-out periods due to some tasks, e.g. accepting cash. The Contractor shall work with the Tax Collector to determine the appropriate time-out duration.
4. The Contractor will ensure that the kiosk system will treat all data as sensitive, and appropriate technologies will be employed to ensure confidentiality and integrity of the data. The Contractor shall strictly adhere to Tax Collector and PCI DSS standards to utilize the best methodology for protecting data at input, transition, and storage levels.
5. Contractor shall be fully PCI-certified and will provide Tax Collector with the RoC (Report on Compliance) by April 15 each year.
6. The Contractor shall implement back-end user access at group levels to control access to various components of the kiosk system's infrastructure.
7. The Contractor shall ensure that the kiosks utilize password security and lock-out procedures. All passwords are required to be at least eight characters in length and utilize alpha and numeric values as well as special characters.
8. The Contractor shall implement the kiosk system to employ a "three strikes" rule for backend user login, where the user account is locked or suspended after the third unsuccessful login attempt. Each login attempt shall be logged in the database with user ID, encrypted password, source, date, and time.
9. The Contractor shall implement a back-end administrative override to reinstate locked out user accounts or to reset passwords.
10. The Contractor shall ensure that the kiosk application provides a secure system that protects field-level and document-level security for all data within the kiosk application. The Contractor shall take all precautions necessary and employ methodologies agreeable to the Tax Collector to protect data that can be accessed, viewed, or printed from being made available to unauthorized entities.
11. The system implemented by the Contractor shall enable all network connections to external systems and clients outside the Tax Collector's and Contractor's firewall to be controlled in accordance with the Tax Collector's Technical Standards. The Contractor shall be responsible for purchasing all data circuits, routers, switches, firewalls, security certificates, VPNs and any other associated costs.
12. The Contractor shall implement a kiosk system that will adhere to all Tax Collector security standards and will ensure the kiosk system's compliance throughout the term of this Agreement.
13. The Contractor will comply with Florida Department of Highway Safety and Motor Vehicles' current version of External Information Security Policy.

#### **I. MAINTENANCE**

1. All costs associated with the maintenance and upkeep of the kiosks shall be the sole responsibility of the Contractor. The Contractor shall be responsible for all on-site remedial and preventive maintenance, including the following:
  - a. All labor, parts, and travel that is necessary to keep all products (including all hardware and software) in good operating condition and to preserve their operation within the requirements, specifications, and efficiency set forth in this Agreement.
  - b. All consumable supplies (ribbons, printer rolls, paper, registration forms and decals, etc.).
  - c. Graffiti removal using best efforts to remove as soon as possible.
  - d. Any necessary shipment and insurance costs.

## 2. General Maintenance

- a. The Contractor shall ensure that all maintenance will be performed in a manner to allow for continuous operation of the kiosks at all locations.
  - i. Response times for unscheduled service needs to be as follows:
    - (1) All service calls placed to the Contractor shall be responded to within thirty (30) minutes, and maintenance personnel must be on-site within four (4) hours of all locations
    - (2) If replacement parts are required, the parts shall be installed no later than twenty-four (24) hours from initial diagnosis. To ensure this request, the Contractor shall stockpile parts.
  - ii. An explanation of how the Tax Collector can notify the Contractor of kiosk problems and request maintenance.
- b. Maintenance by the Contractor does not include repairs of damage resulting from: acts of God, negligence by State or Tax Collector personnel, or other causes not related to ordinary use in the production environment in which installed.
- c. Maintenance by the Contractor shall include the cost of labor, parts, travel, factory overhauls, rehabilitation, transportation, and substitute equipment as necessary for 98% effective performance. In those instances, where it is necessary for the Contractor to return the equipment to the factory, the Contractor shall be responsible for all costs of the equipment from the time it leaves the Tax Collector site until it is returned to the Tax Collector site in good operating condition. Only a new standard part or parts equal in performance to new parts shall be used in effecting repairs.
- d. With the exception of cash and coins, the Contractor will be responsible for replenishing all kiosk consumables where applicable at all Tax Collector offices and partnership locations. The Contractor will provide all items necessary for the kiosk to function including, where applicable, batteries. Tax Collector personnel may be permitted to replenish kiosk consumables. Tax Collector personnel will be responsible for providing a bank to begin the day and for removing the cash at the end of each day.

## 3. Preventative Maintenance

- a. Preventive maintenance work by the Contractor shall be scheduled to minimize impact to normal business operations at each kiosk location. Preventive maintenance shall be performed at a time mutually agreed upon by the Tax Collector and the Contractor.

## 4. Remedial Maintenance

- a. All service calls placed to the Contractor shall be responded to within thirty (30) minutes, and maintenance personnel must be on-site within four (4) hours in metropolitan areas and within six (6) hours in rural areas.
- b. If replacement parts are required, the parts shall be installed no later than twenty-four (24) hours from initial diagnosis. To ensure this request, Contractor shall stockpile parts.
- c. At the time of installation, all equipment provided by the Contractor shall be of new manufacture and in good working order. It shall be the Contractor's responsibility to make all necessary adjustments, repairs, and replacements, without additional charge, to maintain each system component in good working order for the term of the Agreement and any extensions. The Contractor agrees it has full responsibility and it assumes the cost burdens to ensure a 98% effective performance level.
- d. Software maintenance to restore services shall be completed by the Contractor at no charge to the Tax Collector. The Contractor shall react immediately to restore services to sites that are not functioning.

## 5. Performance Level

- a. Equipment and software furnished by the Contractor shall be capable of continuous operation.
- b. The Tax Collector reserves the right to request and receive from the Contractor a replacement kiosk if any kiosk remains inoperable for more than three (3) consecutive business days, at no cost to Tax Collector.
- c. The Contractor shall make sure that each kiosk performs at an effectiveness level of 98% or more during any thirty (30) day period. The effectiveness level is the percentage of scheduled production time during which the kiosk is not down.

## 6. Maintenance Provisions

- a. Warranty and Maintenance of Software - Beginning on the date of notice to proceed, and for the term of this Agreement and any extensions following acceptance, the Contractor warrants that all kiosk software provided and/or developed under this Agreement shall operate in accordance with the requirements and specifications set forth in this Agreement. The maintenance service necessary to maintain the operation of the kiosk in accordance with the Contractor's warranty shall include, but is not be limited to, toll-free phone support from 7:00 am to 12:00 am (midnight) Eastern Standard Time, detection and correction of errors, updating all software to operate with all updated or revised versions of the operating systems for which the software is licensed, and all patches, fixes, revisions, updates, upgrades, and minor releases to all software and supporting documentation. The Contractor shall provide a thirty (30) minute return call response time and complete all necessary maintenance on-site within six (6) hours in rural areas and four

- (4) hours in metropolitan areas of initial notification by Tax Collector of any malfunction or inoperability of any kiosk.
- b. **Warranty and Maintenance of Hardware** - Beginning on the date of notice to proceed, and for the term of this Agreement and any extensions following acceptance, the Contractor warrants that all equipment and hardware provided shall operate in accordance with the requirements and specifications set forth in this Agreement. Maintenance service necessary to maintain operation of equipment and hardware in accord with the Contractor's warranty shall be performed on-site at no additional cost to the Tax Collector. The Contractor shall provide a thirty (30) minute return call response time and complete all necessary maintenance on-site within six (6) hours in rural areas and four (4) hours in metropolitan areas of initial notification by Tax Collector of any malfunction or inoperability of any kiosk.
  - c. **Tax Collector's Responsibility during Maintenance** - During any term of maintenance, Tax Collector personnel will not perform any maintenance or attempt repairs to the equipment except as authorized in writing by the Contractor. The Tax Collector shall permit access to the equipment that is to be maintained, subject to the installation site's security regulations.
  - d. **Downtime** - A kiosk is considered to be "down" if it is unavailable for customer use during normally scheduled hours of availability by the Tax Collector. Downtime shall commence when the malfunction is reported to the Contractor at its designated contact point, and shall end when the kiosk becomes available for customer use. Downtime does not include interruptions of service due to Tax Collector web service or network problems, power outages or other factors not in the Contractor's control.
  - e. **Effectiveness Level** - The Contractor shall cover maintenance costs to ensure any kiosk under current maintenance performs at an effectiveness level of 98% or more during any thirty (30) day period. The Effectiveness Level is the percentage of scheduled production time during which the kiosk is not down.
  - f. **Contractor's Maintenance Point of Contact** - The Contractor shall provide a single point of notification for all maintenance problems during the hours of the period of maintenance.
  - g. **Qualified Maintenance Personnel** - All technicians of the Contractor performing maintenance shall be properly authorized by the manufacturer(s) to perform such services.
  - h. **Reconditioning** - The Contractor warrants that the equipment provided shall not require reconditioning when such equipment has been under warranty or a constant maintenance contract since the date of acceptance. The Contractor warrants that all the equipment provided will be covered by warranties and maintenance contracts throughout the term of this Agreement and any extensions. The Tax Collector shall not be liable or responsible for any reconditioning or replacement costs.



Model 1

Model 2

Model 3

Model 4

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**EXHIBIT B**

**A. KIOSK MODEL OPTIONS:**

1. **Surfboard:** Has one registration printer, accepts credit/debit card payments. This model can be installed in County offices, grocery stores, or other third-party locations.
2. **Small Kahuna:** Has two registration printers and accepts credit/debit card payments. This model can be installed in County offices, grocery stores, or other third-party locations.
3. **Big Kahuna:** Has two registration printers, accepts credit/debit card *and* cash payments. This model can currently only be installed in County offices. The cash option is currently not available in third party locations or in grocery stores.
4. **Hoku (Wall Unit):** Has three registration printers, accepts credit/debit card, and cash payments. This unit is built into a wall and requires a facility build out to be paid for by the Tax Collector. This unit costs more to install, but has the potential to handle higher volumes and perform more types of services. This model can currently only be installed in County offices.



**Surfboard**



**Small Kahuna**



**Big Kahuna**



**Hoku**

**B. PAYMENT MODEL OPTIONS:**



### **1. Current Model:**

- a. In the State of Florida, there are two fees that have to be paid by the customer or by the Tax Collector to enable kiosk transactions. The first fee is the credit card fee which currently Florida residents pay an average of 2.35% of the transaction fee for credit cards to complete a DMV transaction. The current kiosk fee at the kiosks is 2.30% for credit cards which saves the average customer about \$0.50 per transaction. The second fee is the ITI transaction fee which currently is \$3.00 per vehicle transacted at the kiosk in a DMV location or \$3.95 per vehicle transacted in a third-party location.
- b. In the Florida Kiosk program, in which the ITI transaction fee and the credit card fee are both paid by the customer in County offices. The customers choose whether or not to pay the ITI fee or to wait for counter services, customers generally elect to wait for counter services to avoid the extra fee. This model is only effective in County offices where long lines are consistently occurring, where the County can offer the kiosk program 24 hours a day and seven days a week, or where the Counties absorb part or all of the ITI fee or credit card fee.
- c. ITI has seen great success in other States by removing the competition of counter services and the kiosk program by moving the kiosks to grocery stores such as Publix. This approach now gives the customer the choice of paying the extra fee in exchange for the convenience of performing their transaction at a time and place for convenient to them.

### **2. Minimum Kiosk Transaction Requirements**

- a. Newly installed units are reviewed after six (6) months, if transaction volumes are not meeting minimum requirements as detailed in Section 3.b below, at ITI's discretion, the Agency may have up to an additional two (2) months to meet minimum requirement. After eight (8) months, if not meeting monthly minimum volumes, ITI has option to remove unit as stated below, or Agency has an option to pay the balance to meet monthly minimum kiosk requirements.
- b. After six (6) months, if a kiosk fails to meet minimum volumes per month for three (3) consecutive months, exclusive of periods wherein the kiosk is non-operational, ITI, at its sole discretion, may terminate the Kiosk Contract, or Tax Collector has option to pay balance to meet monthly volumes.
- c. In the case of not meeting the minimum, and Agency not paying the balance, and kiosk is removed, ITI, at its own expense, will coordinate the move of the equipment, including any cost required to physically move, relocate or pull wires within the location in order to make data or electricity available.

### **3. Proposed Models:**

- a. For the Florida kiosk program, the following payment models are available:
  - i. Install Kiosks at qualified third-party locations such as Publix. The transaction fee to the customer is \$3.95 to cover for the additional expenses of grocery store revenue shares, data lines, and additional after hours service coverage. Minimums apply per below.
  - ii. Install Kiosks at Tax Collector offices where units are available 24/7 to customers. The transaction fee would remain \$3.00 per transaction. Minimums apply per below.
  - iii. Install Kiosks at Tax Collector offices, the transaction fee would remain \$3.00 per transaction. Minimums apply per below.

The above models all include the potential liability of a minimum transaction count of 800 transactions per month being applied. Minimum transaction shortages will always be charged at a rate of \$3.00, regardless of per transaction price of model. If a minimum will be applied, a notice to the Tax Collector shall be given in writing and either delivered by hand or deposited in the United States mail with sufficient postage to the addresses set forth in Section 7 of Exhibit A.