



City of Lake Geneva, 626 Geneva St, Lake Geneva, WI 53147- 262.248.3673- www.cityoflakegeneva.com

CITY OF LAKE GENEVA PUBLIC WORKS COMMITTEE
TUESDAY, DECEMBER 10, 2019 4:30 P.M.
LAKE GENEVA CITY HALL; CONFERENCE ROOM 2A (UPPER LEVEL)

Members: Chairperson Cindy Flower, Selena Proksa, Rich Hedlund, Tim Dunn, and Ken Howell

AGENDA

1. Meeting called to order by Chairperson Flower
2. Roll Call
3. Comments from the public as allowed by Wis. Stats. §19.84(2), limited to items on this agenda. Comments will be limited to 5 minutes
4. Approve the regular Public Works Committee meeting minutes from November 12, 2019 as prepared and distributed
5. Parking Manager Report
 - a. Year end revenues and expenses.
 - b. Peak locations and hours
6. Director of Public Works Report
 - a. Bike Routes- discussion with park board
7. Discussion/Recommendation regarding awarding bid for the purchase of new parking kiosks
8. Discussion/Recommendation regarding renewal of APT meter maintenance contract effective January 1, 2020 to December 31, 2020 in an amount not to exceed \$62,900
9. Discussion/Recommendation regarding engagement letter with Lakeside International for new plow truck purchase
10. Discussion/Recommendation regarding Pay Request #3 (final) to Payne & Dolan Inc for the 2019 Street Improvement Project in an amount not to exceed \$16,989.36
11. Discussion/Recommendation regarding removal of parking stall at Center St pedestrian crossing.
12. Discussion/Recommendation regarding restricting parking on the north side of LaSalle St from Clover St to Maxwell St.
13. Discussion regarding City Wayfinding plan update.
14. Discussion/Update regarding Street and Right-Of-Way improvement schedule

15. Future Agenda Items

16. Adjourn

*This is a meeting of the Public Works Committee.
No official Council action will be taken; however, a quorum of the Council may be present.*

CITY OF LAKE GENEVA PUBLIC WORKS COMMITTEE MINUTES
TUESDAY, NOVEMBER 12, 2019 4:30 P.M.
LAKE GENEVA CITY HALL; CONFERENCE ROOM 2A (UPPER LEVEL)

Members: Chairperson Cindy Flower, Selena Proksa, Rich Hedlund, Tim Dunn, and Ken Howell

Chairperson Flower called the meeting called to order at 4:30 p.m.

Roll Call

Present: Flower, Proksa, Hedlund, Dunn, and Howell

Absent: None

Comments from the public as allowed by Wis. Stats. §19.84(2), limited to items on this agenda. Comments will be limited to 5 minutes

None

Approve the regular Public Works Committee meeting minutes from October 15, 2019 as prepared and distributed
Motion by Proksa to approve, second by Hedlund. No discussion. Motion carried 5-0.

Parking Manager Report

Kiosk RFP Update

Parking Manager Mullally noted that the RFP went out and that they are due back on December 8, 2019. She added that the yearly maintenance contract for the existing Luke contract will be expiring at the end of the year so the new contract will need to be approved before the end of the year. Hedlund asked that the final revenue number be available at the next Public Works meeting. No action taken.

Director of Public Works Report

Bike Routes

Director of Public Works Earle noted that the bike signs have been received and that they will be put up on Madison Street. Greg Governatori, City Engineer, noted that the bike routes have been evaluated and will be incorporated into the 2020-2025 Street Improvement project. No action taken.

Riviera Fountain

Earle stated that the fountain has been shut down despite the wants of the beautification committee. No action taken.

Snow/Salt

Earle added that the snow has come early and has been hindering for leaf pickup. He did indicate that the snow/ice control operation has been running well. He cited that one of his main snow removal vehicles is in desperate need of repair. He thought that this repair could be done with minimal cost. He further added that he will be bringing a letter of intent to purchase a new truck per the 2020 budget. By doing it in this way, it could save the City anywhere from 7% to 11%. No action taken.

Discussion/Recommendation regarding approving the Utility Commission expenditure in excess of \$250,000 for the Dodge Street Water Tower Raising project

Motion by Hedlund to approve, second by Flower. Utilities Director Gajewski outlined the project with the work to start in the Spring of 2020 with completion Fall 2020. Motion carried 5-0.

Discussion/Recommendation regarding the City of Lake Geneva Street Opening Ordinance

Flower went over the redlined ordinance that was included in the packet and that this was a house keeping item. Motion by Hedlund to approve subject to City Attorney approval, second by Proksa. Motion carried 5-0.

Discussion/Recommendation regarding Contract Change Order #1 for Payne and Dolan for the 2019 Street Improvement Project in the amount of \$10,391.03

Earle stated that this was changes in the roads to be in the street improvement project after working with the utilities. This also includes the crosswalk of Center Street. Earle noted that there is a crosswalk on Center Street that would be only active for Venetian Fest. Flower would like to this be a permanent crosswalk and to remove the parking spot on the east side of Center Street that would impede that crosswalk.

Motion by Hedlund to approve, second by Proksa.

Discussion/Recommendation regarding City Wayfinding Signs

Flower stated that this is coming from the recommendations made by Roger Brooks from his presentation last year. She reviewed the recommendations from the packet. She indicated that she would like the committee to review what would be important to have on the signs and what they should look like. She noted that everything should be complimentary and should flow nicely. Proksa noted that she would like to make the parking more memorable, meaning not just a letter. Flower would like to see larger street signs on the street light mast in the downtown area. City Administrator Nord noted that he would steer away from too many signs that are not pedestrian related otherwise it is too much and cluttered. He also offered having signs that indicated where there were restrooms and public parking that would be visible for the motoring public. The committee noted that they would like to take small steps on this process and maybe compile what signs they would like to have made.

Earle and Mullally noted that this project was done about four years ago and was paid for out of the TIF money. Flower asked that the plan that was used for the first installation be brought forward for discussion. No action taken.

Future Agenda Items

- Grass Mowing Ordinance
- City Wayfinding Signs
- Center Street Crosswalk
- New Plow Truck

Adjourn

Motion by Proksa to adjourn the meeting, second by Heldund. Motion carried 5-0. The meeting adjourned at 5:22 p.m.

CITY OF LAKE GENEVA

626 Geneva Street
Lake Geneva, WI 53147
www.cityoflakegeneva.com



Memorandum

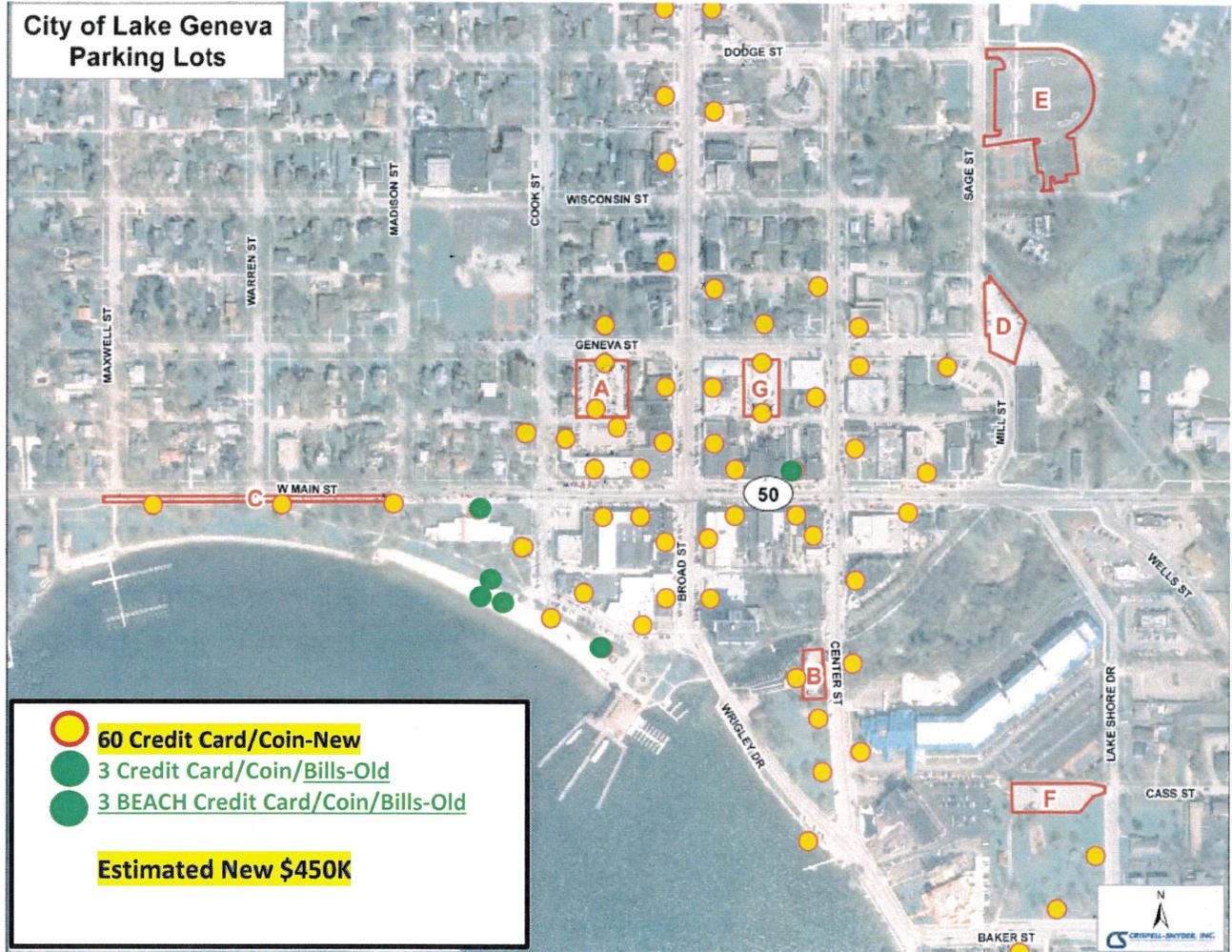
TO: Chairman Flower & Public Works Committee (PWC)
FROM: Sylvia Mullally, Parking Manager
DATE: December 10, 2019
RE: Parking Managers Report (Agenda Items #

Parking Manager's Report-Topics

- All meters are shutoff/meters gutted & winterized
- Information ONLY
- In regards to crosswalk/lower Center Street - loss of \$7,000 2-3 spaces (cost of new meter); 1,275 transactions (loss)-displaced vehicles
- Anticipated new staff 2020-only 3 remaining (resources for succession)
- Future mobility research
- Future outfitted parking vehicle (explore leaner staffing)
- Currently, all staff laid-off for season
- Exceptions: Parking staff –Christmas Parade Assistance per PD request
- Need resolution for ongoing Police –Parking Issues
- RFP update
- Information ONLY (inserts)
- Options 1-3** Replacement locations recommended by Parking Manager
- Exhibits Data 1** – Summary transactions (most traffic) per meter
- Exhibits Data 2**– Summary revenue per meter
- Information ONLY (inserts)
- Please see 2016-2017 Signage/wayfinding city-wide program/locations, etc.
- Total Cost: \$111,729.96

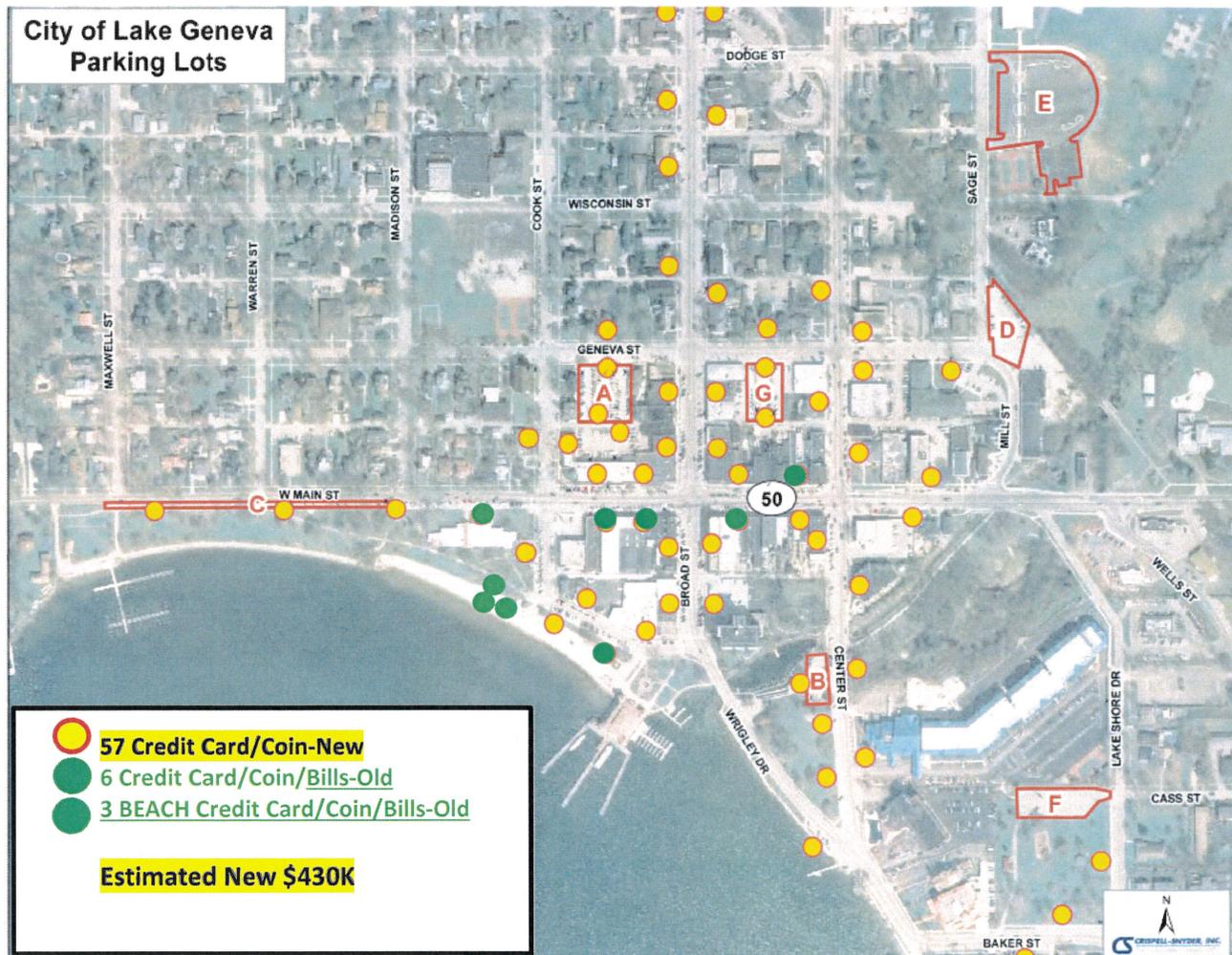
2019 Recommended areas for replacing meters-Balance/Compromise of Newer Models w/old for bills
Recommendations: License Plate & going forward with the intent to promote parking app usage

Option #1 of 3 –Replace 60 meters



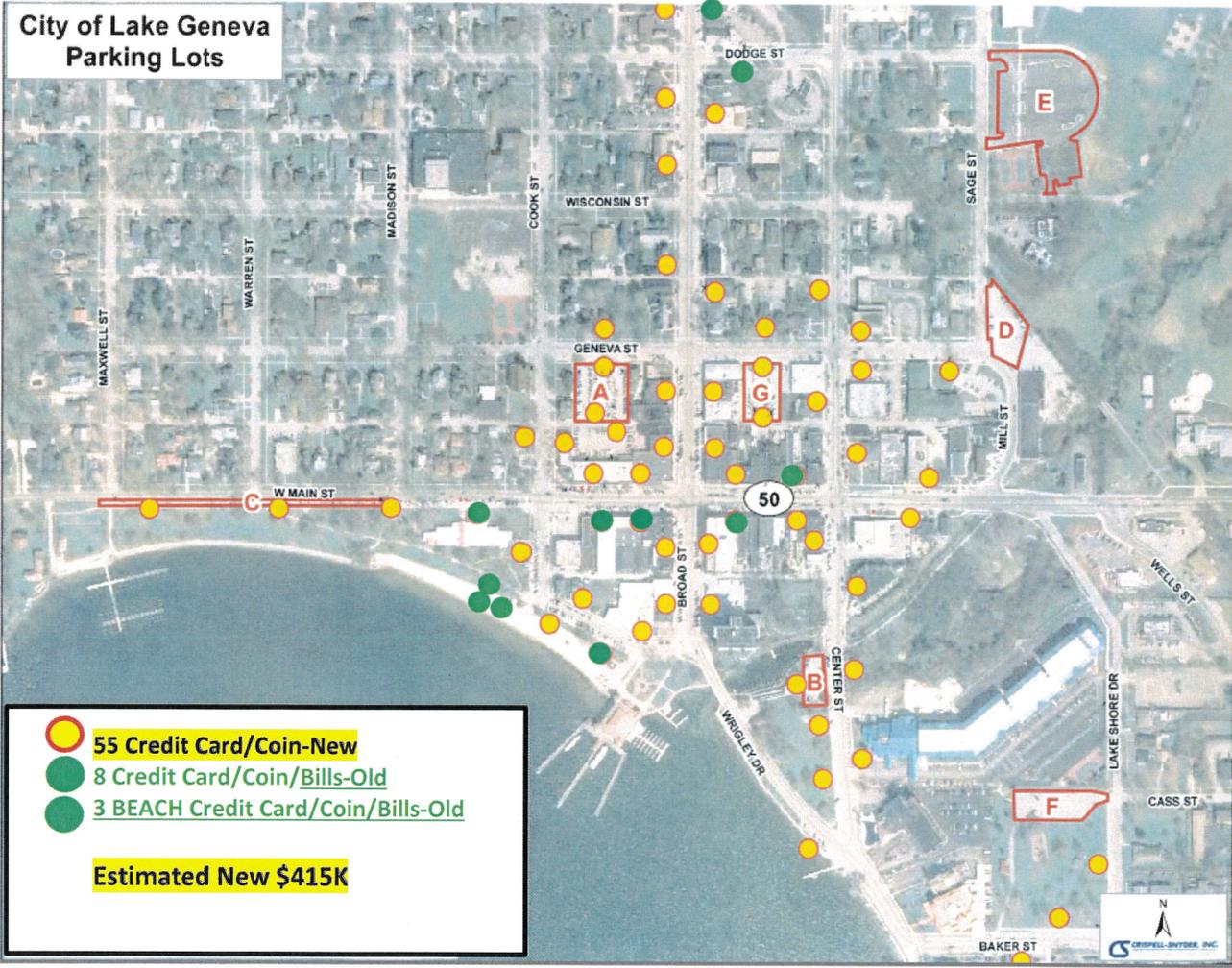
2019 Recommended areas for replacing meters-Balance/Compromise of Newer Models w/old for bills
Recommendations: License Plate & going forward with the intent to promote parking app usage

Option #2 of 3 –Replace 57 meters

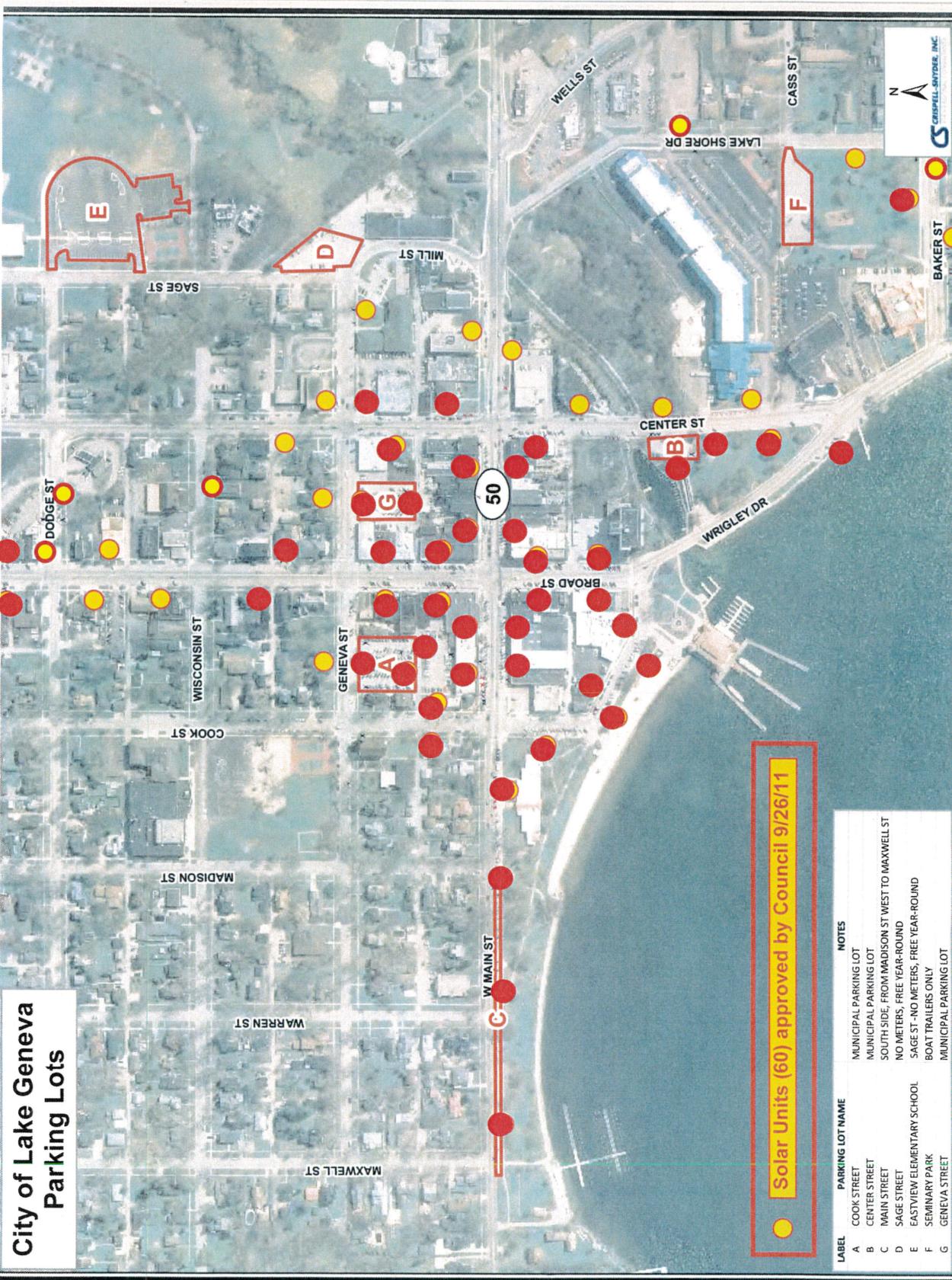


2019 Recommended areas for replacing meters-Balance/Compromise of Newer Models w/old for bills
Recommendations: License Plate & going forward with the intent to promote parking app usage

Options #3 of 3-Replace 55 meters



Data 1-2019 Parking Transactions per unit

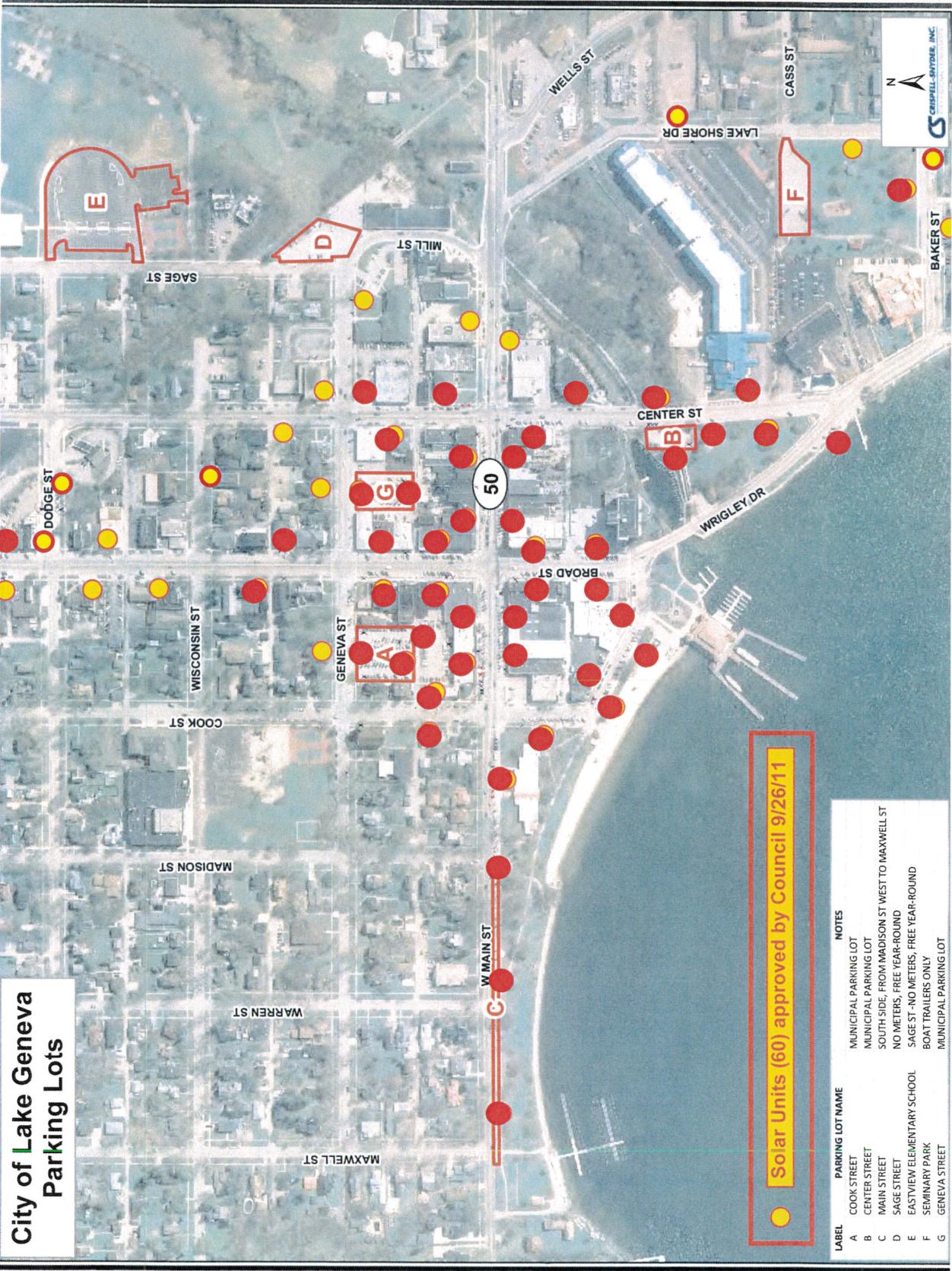


(45) Transactions >5,000

(18) Transactions <5,000

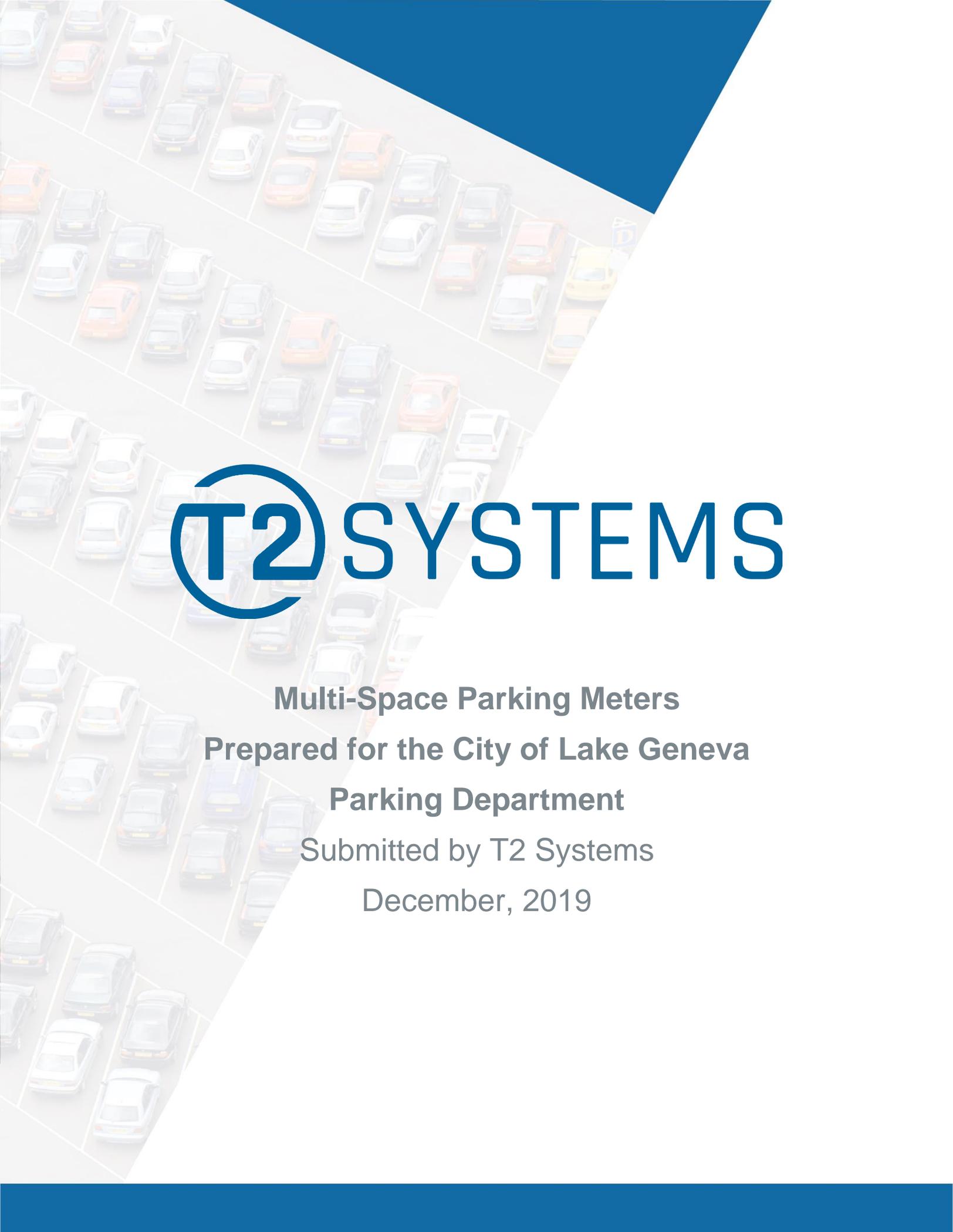


Data 2-2019 Parking Revenue per unit



(47) Revenue > \$10,000

(16) Revenue < \$10,000



T2 SYSTEMS

Multi-Space Parking Meters

Prepared for the City of Lake Geneva

Parking Department

Submitted by T2 Systems

December, 2019



December 4, 2019

Hello, City of Lake Geneva team:

Thank you for considering T2 Systems, Inc. (T2) in your search for Multi-Space Parking Meters to smartly and efficiently manage your parking operation while providing a superior parking experience for your citizens and visitors. We understand that this requires reliable responsive pay stations that are seamlessly integrated with your preferred solutions for mobile payment, LPR enforcement and way-finding. T2 is proud to have had the City of Lake Geneva as a partner and customer for the last 7 plus years and we want to be the partner and vendor you continue to work with and rely on for managing your present parking operation and developing the necessary functionality and integrations for the operation you need for the future.

The new Luke Cosmo pay station builds on the streamlined and friendly user interface and parking that your customers know and use everyday with the Luke II and puts it in a pay station designed specifically for the on-street environment with a reduced footprint and an improved transaction workflow.

We have over 25 years of experience assisting municipalities like the City of Lake Geneva implement our solutions to achieve their goals, like providing a superior parking user experience, utilizing state-of-the-art technology, and maximizing operational efficiency.

T2 is uniquely positioned to help the City continue to reach your parking management goals - we offer the best solution and services set to meet your needs. T2's technology and service-based solutions enable organizations to automate time-intensive processes so that you can concentrate on the ever-changing and expanding goals of your organization.

With your existing solutions, along with our upcoming enhancements and services included in this RFP, the City of Lake Geneva is well-equipped to manage your parking operation efficiently and effectively.

The City of Lake Geneva has been our valued partner and customer, and we want to build on and grow that relationship. To this end, T2 integrates with the City's partners United Public Safety for enforcement, ParkMobile for pay by cell and future partners like Genetec for License Plate Recognition as well as many other partners. Our focus in the coming years will be to bring more and more analytics to your business with the data that our solutions collect. This will enable the City to make better choices with their parking operation based on their specific data. Revenue data is captured in our Iris software providing for Benchmarking and Business Intelligence comparisons. With existing partners and future roadmap plans, we will have the most integrated 3rd party mobile payment relationship in the industry, setting the bar for others.

We are excited at the opportunity to expand our partnership with the City of Lake Geneva and continue to successfully support your parking operations. Should you have any questions, please feel free to contact me, Jody Backes, at 317.402.5503 or by e-mail at Jody.Backes@T2Systems.com

Thank you again for this great opportunity!

Sincerely,

DocuSigned by:

Handwritten signature of Jody Backes in black ink.

Jody Backes

317.402.5503 jody.backes@t2systems.com

8900 Keystone Crossing suite 700

Indianapolis, IN 46240



Table of Contents

Executive Summary	5
<i>Innovation</i>	7
<i>Wireless Communication Dependability</i>	7
<i>Comprehensive Deployment Planning and on-going Support</i>	8
T2 Systems Proposal: Cosmo Multi-Space Pay Station	9
<i>Payment Methods</i>	12
Credit Cards	12
Coins	12
Extend-by-Phone	13
Campus Cards	13
Prepaid Smart Cards	13
Passcards	13
Coupons	13
Smart Phone Payment	13
<i>Power</i>	14
<i>Hardware Security</i>	14
Cabinet	15
Collection	15
<i>Digital Iris</i>	16
Reporting	17
Back Office Software Configuration Application (BOSS)	18
<i>Rates</i>	19
<i>Mobile Applications</i>	21
Digital Patrol	21
Digital Collect	21
<i>Proven Integration Solutions</i>	21
Digital API for Custom Solutions	23
<i>Information Security</i>	24
PCI Compliance	24
Disaster Recovery	24
UNIFI	25



FLEX INTEGRATION	
Installation	27
Project Manager	27
Information Brochure	28
<i>Warranty, Maintenance, and Technical Support Program</i>	30
T2 Partner Support Center	30
Digital Iris Online Support Center	31
Replacement Parts	31
Training	32
Installation	32
T2 Systems Company Overview	34
SECTION 5: SPECIFICATIONS REQUIREMENTS	41
Equipment Requirements	46
<i>6.1 Equipment List</i>	46
SECTION 8: COST PROPOSAL REQUIREMENTS	47
SECTION 9: BID PROPOSAL	53
SECTION 10: CONTINGENCIES	57
SECTION 11: TRAINING AND INSTALLATION SCHEDULE	58
SECTION 12: CERTIFICATION STATEMENT	60
SECTION 13: QUALIFICATIONS	61
SECTION 14: INSURANCE QUESTIONNAIRE	62
SECTION 15: BUSINESS REFERENCES	63
Appendix	65
<i>Cosmo Paystation Specification Sheet</i>	66
<i>Exceptions and Sample Agreement</i>	68
T2 Master Customer Agreement	69
T2 Digital Iris Addendum	79
T2 Paystation Addendum	85
T2 Paystation Warranty Addendum	88
T2 Service Level Agreement	92



Executive Summary

T2 Systems Inc. (T2) has worked hard for the past twenty-five years to build a platform of services that are geared toward increasing efficiency, improving ease of parking management, and boosting revenue. T2 Systems is pleased to propose the LUKE Cosmo pay stations to address the City of Lake Geneva's Request for Proposal Multi-Space Parking Meters. We are confident our proposal provides the best value for a comprehensive solution tailored to the specific short and long term parking management requirements for the City of Lake Geneva.

T2 is the largest North American-based multi-space pay station manufacturer in the world and a trusted name in the parking industry with more than 20,000 pay stations deployed in over 400 municipalities and over 100 universities throughout North America. The technology across all of our product suites is currently operational in over 1,500 customers while successfully processing over \$2 billion USD and 170 million transactions annually.

A Platform for Today and Tomorrow

The Luke II pay station is currently in the City of Lake Geneva on-street and off-street lots and we are pleased to promote the Luke Cosmo to address the city's immediate requirements while providing a platform for future considerations, both on and off street. With the same user-friendly interface, consistency for users across on-street and off-street environments will benefit from a consistent and familiar parking experience.

In addition, T2 is pleased to extend a monthly fee structure for the Luke Cosmos which will provide flexibility with future integrations and significantly reduce the City's over-all fleet management costs. In an effort to increase the longevity of the City's Luke Cosmo pay stations, T2 is also pleased to offer LTE modem and Optional EMV credit card upgrade programs

For today, our Luke Cosmo is a proven solution that delivers multiple payment options, the highest levels of security, and proven open integration platform utilized by more leading technology providers than any other pay station vendor. The Cosmo has a robust 12-gauge cold rolled steel cabinet and special anti-corrosion coating with a 5 year anti-corrosion warranty that can withstand cold winter environments. We are also developing new anti-corrosive components such as the thermoplastic façade that cannot corrode and does not fade to extend the life expectancy of the cabinet. There are no exposed screws and all payment options are flush mounted to discourage fraud and vandalism.

We also offer Coupon Codes for validations which can be reused, have no cost, can be programmed with flexible amounts or limited time use, emailed, and supports the City's green initiative by encouraging digital transactions.

LUKE COSMO HIGHLIGHTS:

- Familiar user-friendly interface consistent with off-street locations insures a smooth transition
- Widely deployed and proven solution with synergies for both on and off street
- Digital API facilitates integration with existing City partners and any additional third-party applications and services
- Accredited PCI Level 1 Service Provider for data security and PA-DSS validated
- Simplified operational efficiencies with real-time remote management capabilities including maintenance, collections and fault reporting
- T2's Digital Iris software provides flexible, scheduled, on-demand reports and highly customizable dashboards
- Unparalleled wireless connectivity with no risk program



For the future, it will be important that Lake Geneva invests in an on-street parking solution with the technology platform and flexibility to address changes in the on-street market and new opportunities for revenue growth and efficiency. The Luke Cosmo delivers these capabilities with a wider range of rates, on-screen color advertising and community announcements, and maximum configuration flexibility to support pay-and-display, pay-by-space, or pay-by-license with no need to upgrade the proposed pay stations.

Digital Iris, our multi-user cloud-based analysis, and management back-office system, facilitates the networking of all pay stations so that the City can manage its parking operations in real-time from any Internet-enabled computer. Even more compelling is Digital Iris' depth of analysis and data visualization capabilities. This platform provides over 90 available metrics and over 6,000 widget configurations from simple reporting to advanced analytics. All of the City's Luke Cosmo pay stations will be in one convenient central database for efficient management and ease of reporting.

T2 is also committed to working closely on initiatives unique to the City of Lake Geneva. T2 has and continues to invest in the delivery of mobile applications with Extend-by-Phone, a feature designed to provide new levels of convenience to the public. In addition, we have response based mobile applications that include collections and maintenance applications designed to increase efficiency, minimize down time and provide value to both the public and the city.

Complete and Integrated Parking Management

Pay stations are just one component of a parking solution and T2 understands that a complete and integrated parking management system yields superior results. To that end, T2 has built its solutions around an open system architecture that allows complete integration with numerous complementary best-in-class technology partners that include existing technology providers to the City of Lake Geneva: United Public Safety, ParkMobile for Remote Payment as well as many other partners.

Cities like Lake Geneva understand parking can be a powerful engine for economic growth by enhancing the visitor experience in urban centers, increasing retail activity and making venues and special events more accessible, as well as alleviating traffic congestion and reducing carbon footprint.

It is with this view and understanding that we built our business and platform and the reason we continue to help the largest number of cities across North America achieve their innovation and mobility goals.

T2 has also developed a Digital API that allows these technology providers as well as any future partners to develop solutions quickly and cost effectively. We are committed to working closely in development efforts to provide a comprehensive end to end solution for the City of Lake Geneva. Additionally, T2 understands how fundamental data integration is to a holistic and cohesive parking management system.

T2 has a wealth of existing integrations with leading mobile phone payment, smart card, credit card processing, enforcement, handheld, sensors, and LPR platforms that allow T2 to consolidate revenue information in Digital Iris. As the ability to offer multiple payment options and the need to efficiently manage this data are key, T2 designs its products with third-party integration in mind, and whether they are pay-by-phone integrations pushing transaction data, sensor integrations as a means to detect parking availability, or enforcement integrations making use of license plate recognition technology. A full list of integrations can be provided on request.

PCI Compliance and PA-DSS Validation

T2 first received official compliance as a Level 1 Service Provider in April 2007 after completing an audit by a qualified security assessor (QSA) and continue this process annually as self-assessment is not an assurance of compliance. All processes used by T2 equipment to authorize credit card data are designed to follow the latest practices as specified by the PCI Data Security Standard and we will continue to be



vigilant during the life of the City's investment in T2 technology. A careful review of both the PCI-DSS and PA-DSS lists will confirm that the City is investing in technology that meets both the service provider and pay station application requirements of the industry. Companies and products that do not appear on both lists cannot guarantee their ability to meet the PCI standards.

Innovation

Beyond the existing pay station capabilities, T2 is continuing to invest heavily in its platform along with expanded solutions to deliver new innovations to the industry. Some examples include:

- **T2 LINK** - T2 link is the next generation data integration platform that provides the foundation for multi-vendor and multi-product aggregation and management. Built upon a modern micro-services architecture and utilizing some of the latest technology to provide massive scalability and reliability, this platform service as the source of truth for all parking related data within an operation.

Resting on top of, and consuming the services and data provided by T2 link are a suite of applications for management and analysis. T2 Analytics provides best in class analysis and reporting functionality through the use of modern dashboards, reports, machine learning and augmented intelligence which supports better decision support.

Other applications include support for operational management and configuration. New applications are being developed on a regular basis and are designed around specific operational workflows to streamline and simplify day-to-day tasks.

- **T2 Secure Pay** – T2 SecurePay is a bundled credit and signature debit card acceptance solution that provides an industry-leading layer of card data security to your pay stations. T2 SecurePay uses the latest encryption technology to ensure that no cardholder data is exposed during the payment transaction, protecting card data from being stolen or harvested by malware when parkers use their cards at your parking payment terminal.

T2 SecurePay supports both EMV and magnetic stripe credit and debit cards. By accepting EMV, T2 SecurePay reduces chargebacks to your organization caused by fraudulent charges. Using a PCI validated P2PE solution reduces the effort and cost of securing your card processing environment and simplifies your annual PCI audit.

The T2 SecurePay bundle includes an EMV (chip) card reader hardware and software with point-to-point encryption, the payment gateway to securely route card transactions to processors, and ongoing support and maintenance to keep your system up-to-date and running smoothly. Our EMV solution is PCI-P2PE v2.0 validated.

With the addition of a partner contactless reader, T2 SecurePay will also support contactless cards (Visa PayWave, MasterCard PayPass), Apple Pay and Google Pay.

Wireless Communication Dependability

Digital Iris provides Web-based access to reporting and facilitates applications that include real-time payment card processing and networked stall reporting. Wireless communications are TCP/IP encrypted with 128-bit TLS 1.2. T2's Cosmo is equipped with the latest LTE modems that are secure and provide cellular rated coverage and encryption.

T2 pay stations connect remotely to Digital Iris using an LTE cellular network. There are several different ways you can set up wireless connectivity at the pay-station level. Wireless communications are via TCP/IP encrypted with 128-bit TLS 1.2. Digital Connect service is offered as the wireless connection method for your pay stations and Digital Iris connection. If you subscribed to the Digital Connect service, you're done!



The pay stations arrive with the LTE modem already installed and activated. T2 Systems handles all billing and support.

Selecting the best carrier depends on a number of factors, such as pre-existing contracts and pricing, but most importantly is what kind of network the carrier has in place in the areas where your pay stations are installed. Simply having cellphone coverage in the area may not be enough. LTE Supported Carriers:

- U.S.A: T-Mobile, AT&T, Verizon

Modems for the T2 pay stations must be purchased through T2 as they are a CF embedded style that plug directly into the controller circuit board. The options for modems are:

- Verizon - specific only to Verizon and cannot be used with any other carrier
- Common Carrier - can be used with AT&T, and T-Mobile by simply changing the SIM card

Comprehensive Deployment Planning and on-going Support

T2 recognizes the critical nature of deployment and support to ensure that all stakeholders have a positive experience while obtaining maximum operational benefits. To achieve these goals, T2 will assign a dedicated Project Manager to work with the City to oversee all aspects of this deployment that includes on-site preparation, installation, training, on-going monitoring, and any supplemental public relations communication support required by the City.

In addition, T2 acknowledges the importance of regular on-site meetings with members of our sales, product management, and client services team to review deployment and future technology interests. On-going support will be provided by T2 directly with 24/7 access. T2 stands behind its products with a comprehensive warranty, software update, and technical support program. Our client services approach is to design a program that meets the unique needs of each customer and create tools and partnerships that support these needs. We are confident that the City of Lake Geneva's investment in our proposal is the best decision given the combination of a superior technology platform, unparalleled local support, the product's proven integration success, and the company's long-term plan to provide a comprehensive solution tailored to the specific short- and long- term parking management requirements of the City of Lake Geneva.

Summary

We understand the unique parking requirements of the City of Lake Geneva, and our experienced team is dedicated to continuing to support your dynamic parking management landscape. We take pride in our technology, processes, and people that help more than 1,500 organizations manage parking efficiently and effectively. We're equally proud of the community of customers we've built—and as a T2 customer, you gain invaluable access to a supportive network of your parking industry peers and colleagues.

We are confident we have the right solution for you in the combination of our industry-leading products and our implementation expertise. This proposal outlines in more detail how we'll support you reach your goals, and what you can expect along the way. But your biggest expectation should be that you'll have a partner, not simply a vendor, in T2. We'll continue to be with you every step of the way.



T2 Systems Proposal: Cosmo Multi-Space Pay Station

Cosmo is an instantly recognizable pay station that delivers a visually distinctive design and exterior finish to enhance the Lake Geneva landscape.

Cosmo presents a very flexible platform for the consumer. Its centerpiece, the user interface, has been specifically designed with simplicity in mind to guide the consumer through the parking transaction effortlessly. Instructional steps located on the pay station as well as an intuitive menu screen provide the consumer with information on rate selections and transaction processing. No confusing decals need to be applied as the pay station is very user-friendly.

Coupled with Digital Iris, our cloud-based data intelligence platform, you will get a total parking solution that provides actionable information to the right people at the right time.

Outstanding Features and Benefits include:

- Real-time communication enables key personnel to geographically view machines that require maintenance or collection. Allowing you to optimize your routes and eliminate needless visits, drastically reducing operational costs.
- Increase revenue by eliminating parkers piggy-backing time remaining on single space meters, and by not limiting the number of available paid parking spaces.
- Reduce communication and transaction processing fees by consolidating payment across a fewer number of machines.
- Managing a smaller more efficient fleet reduces all operational costs associated maintenance and collection.
- Create a safer environment for pedestrians by reducing clutter on your streetscape.
- Provide convenience to your diverse population with our multilingual support - English, Spanish, French, German, Vietnamese, and simplified Chinese.
- Standard 38-key alphanumeric, weather-sealed keypad with tactile, audible, and visual feedback permits pay-by-license plate operation easily.
- Pay-by-Plate transactions increase the return on your mobile LPR investment. The Cosmo is integrated with all major LPR technology providers including Genetec, so you can add efficiency to enforcement and citation.
- Multiple payment methods including coins, credit cards, smart cards, mobile phone, validation coupons and campus cards add convenience for your customers.
- Support for contactless payments such as Visa PayWave and MasterCard PayPass enables faster and more secure transactions.
- Robust cabinet design with separate maintenance and cash vault compartments to provide the highest levels of security.
- Our open architecture and extensive existing integrations enable the City of Lake Geneva to choose technology providers that best fit your evolving needs while maintaining a unified platform.
- T2's proprietary Extend-by-Phone option allows consumers to receive parking expiration reminders and extend time for pay station initiated transactions via text (SMS) messaging without setting up an account. This encourages compliance, can greatly assist in the reduction of citations that enforcement staff issue, promotes extended patronage of local businesses, and increases parking revenue.





- Our coin escrow returns coins upon canceled transactions and reduces the need for refunds, enabling your support staff to focus their time on other priorities.
- The real-time remote configuration enables designated staff to update rates and display messages or instructions over the air at any time at no additional cost.
- Comprehensive management reports enable you to make informed business decisions with real-time data.
- Modular design allows for quick and easy maintenance, upgrades, and component replacement.
- PCI compliance and PA-DSS validation ensure ongoing credit card data security.
- ADA compliant design features allow our multi-space meter to be accessible to a wider array of parkers.
- T2 SecurePay supports both EMV and magnetic stripe credit and debit cards. Our flat-rate monthly subscription with unlimited transactions takes the uncertainty out of budgeting and eliminates costly high volume per transaction fees.

A Platform for Today and Tomorrow

Cosmo addresses the city's immediate requirements while providing a platform for future considerations, both on and off street. For today, our Luke Cosmo is a proven solution that delivers multiple payment options, the highest levels of security, and proven open integration platform utilized by more leading technology providers than any other pay station vendor. Our success with other similar customers gives you the confidence that we will be able to address any desired integration requirements.

In addition to multiple payment options, we offer Coupon Codes which can be reused, have no cost, can be programmed with flexible amounts or limited time use, emailed, and enables the City's green initiatives by encouraging digital transactions.

T2 is also committed to working closely on initiatives unique to you. Our understanding from listening to the marketplace trends and progress has identified the below features are of importance to our customers and currently either under review or in current development.

- **Zone Rates:** To support zone-based pricing, T2 would update Iris with the ability to set rates by location. Each location represents a rate zone within the City. These zones must be made visually distinct on the street, either through signage or by deploying pay stations in different colors. At the pay station, the start-up screen shows the pay station's parking zone and allows the option to purchase or extend a permit in a different zone by choosing an alternate workflow. Enforcement officers would choose their enforcement zone to validate permits sold for parking in their current geographic location.
- **Coin Canister Tracking** – T2 would implement a sensor to detect and report the unique identifier of the coin canister installed in a pay station. The pay station would communicate the canister ID in both collection events and in regular telemetry updates to Digital Iris for reporting and audit functions.
- **Concession Reporting:** The T2 UNIFI product provides a centralized topology and occupancy service that could be used to store the service status of parking spaces throughout the city. APIs and a mobile web-application would provide access to update and retrieve this information.
- **Rate Management in the Cloud:** Although T2's current version of BOSS and Iris provides you autonomy to make changes in your software with regards to rates, T2 is currently developing a T2 UNIFI online rate configuration application to that provides users with the ability to configure rates and parking restrictions for a given group of pay stations. The tool provides the ability to reuse rates and rate schedules across multiple groups of pay stations, as well as schedule when new configurations will be delivered to pay station. The tool also provides historical information pay



station configurations, which allows T2 UNIFI analytics service to provide business intelligence for a parking operation.

Complete and Integrated Parking Management

Pay stations are just one component of a parking solution and T2 understands that a complete and integrated parking management system yields superior results. To that end, T2 has built its solutions around an open system architecture that allows complete integration with numerous complementary best-in-class technology partners that include existing technology providers to you and your customers.

T2 understands how fundamental data integration is to a holistic and cohesive parking management system so we have developed a Digital API that allows these technology providers as well as any future partners to develop solutions quickly and cost effectively. We currently have integrations broad range of vendors, including enforcement, mobile payments and parking reservations, sensors, business intelligence and consolidated reporting.



Payment Methods

Credit Cards

Luke Cosmo can be customized to accept any combination of the major credit cards available: Visa, MasterCard, American Express, Discover, and Diners Club. Credit cards are inserted into the credit card reader and removed by the consumer so that access to the card is always in control of the user. This provides a higher level of comfort to parkers who are considering using their credit cards.

Contactless credit cards (Visa PayWave and MasterCard PayPass) can also be accepted with the optional contactless payments module in Luke Cosmo and using a variety of merchant processors.

The card reader conforms to ISO 7810 and 7811 Magnetic Stripe Card Standards.

T2 SecurePay is a bundled credit and signature debit card acceptance solution that provides an industry-leading layer of card data security to your pay stations. T2 SecurePay uses the latest encryption technology to ensure that no cardholder data is exposed during the payment transaction, protecting card data from being stolen or harvested by malware when parkers use their cards at your parking payment terminal.

T2 SecurePay supports both EMV and magnetic stripe credit and debit cards. By accepting EMV, T2 SecurePay reduces chargebacks to your organization caused by fraudulent charges. Using a PCI validated P2PE solution reduces the effort and cost of securing your card processing environment and simplifies your annual PCI audit.

The T2 SecurePay bundle includes an EMV (chip) card reader hardware and software with point-to-point encryption, the payment gateway to securely route card transactions to processors, and ongoing support and maintenance to keep your system up-to-date and running smoothly. Our EMV solution is PCI-P2PE v2.0 validated.

With the addition of a partner contactless reader, T2 SecurePay will also support contactless cards (Visa PayWave, MasterCard PayPass), Apple Pay and Google Pay.

Coins

The Cosmo coin acceptor currently supports up to 14 different coin combinations of the standard coin denominations that include \$0.05, \$0.10, \$0.25, \$1.00, coins in U.S. currency. It uses high-security optical sensors to detect fraudulent coins and returns them immediately via the ticket cup.

The coin acceptor can be removed, cleared, and replaced in less than 30 seconds

In addition to being weatherproof and corrosion resistant, the Cosmo has a shuttered coin bezel that prevents the insertion of foreign objects. This software-controlled bezel opens only when the pay station is ready to accept coin payment.

Cosmo also has a coin escrow unit that returns coins upon a canceled transaction. The escrow unit can support up to 28 coins of any denomination. Alternatively, a refund ticket can be printed and presented by the consumer to the parking operator for a refund.



Extend-by-Phone

T2's unique Extend-by-Phone service sends a text message reminder to mobile phones alerting consumers to their parking meter time expiring if the transaction was conducted at the pay station using a credit card in either a Pay-by-Space or Pay-by-License Plate environment. The feature employs a simple text message interface, so consumers don't have to download a special software or application. Parkers can choose to use this feature when completing a parking transaction at the pay station, without having to plan ahead of time or go through a lengthy and cumbersome registration process.



Campus Cards

Campus cards enable students to pay for parking with the same card accepted at the other facilities around campus. In addition to increasing operational efficiency by reducing collection frequency, campus cards data can be used in planning resource allocation, rate changes, and future expansion costs. T2 is partnered with both Blackboard and CBORD for campus card integration.

Prepaid Smart Cards

For smart card/value card/microprocessor card applications, Cosmo currently accepts payment using the POM, Atmel, and legacy Bull Scot 5 smart cards. The smart cards may be used at the pay station and purchase values are then deducted from them. You can load values onto the cards and check their balance at the pay station.

Passcards

With passcards, consumers can get a parking receipt for a single pre-established rate. This enables consumers to park without paying cash at the machine and to be billed later.

Passcards are particularly beneficial for employee lots where you are tracking the number of uses and then billing the employee at the end of the month. This allows you to automatically deduct the total from their paycheck or charge them if they go over a certain amount of uses.

Coupons

Using Digital Iris, you can create coupon codes, which can be configured for a specific number of uses, a date range, or both. Coupon codes are alphanumeric, 10 digits long, and are assigned a dollar- or percentage-based discount value and may be utilized for coupon-only access to specific rates displayed on the pay station. Coupons can be configured to work for all regions/lots or only specific regions/lots.

Smart Phone Payment



By allowing consumers to pay for parking with their mobile phones, you add convenience, increase revenue, and encourage compliance. The Cosmo pay station is already integrated with all major phone payment companies, including Parkmobile, PayByPhone (Verrus), Passport Parking, Pango, MobileNOW!, OmniPark, LocoMobi (QuickPay), mPay2Park, Honk Mobile, and PayHop. Smartphone payment functionality enables parkers to save frequent locations for faster transactions, access their receipts and transaction history online, and pay for additional time remotely. These transactions are seamlessly consolidated into Digital Iris with other pay station data making it simple to utilize Digital Iris's powerful reporting and enforcement capabilities.

Power

Cosmo is powered by a 12V 33Ah sealed gel-cell battery and offers two methods for charging: AC and solar.

The modular battery can be easily serviced with basic tools without having to worry about data loss and can last for five years without needing to be replaced. Additionally, the voltage can be checked at the pay station by logging into the Service Menu or remotely by logging into Digital Iris.

Cosmo has been designed with a power management system to reduce consumption and maximize reliability. This new system has reduced the amount of energy used by the pay station by up to 75 percent thereby reducing capital expenditure and labor costs to replace discharged batteries while still maintaining all existing features. A sleep timer can be enabled to determine the duration of time the pay station's LCD screen stays on with full power after a transaction is completed. Once in sleep mode, the pay station energy draw is reduced by over 95 percent.

Cosmo can function on battery alone for 28 days producing 40 transactions per day

Cosmo's solar panel is angled at a near to flat position to enhance the aesthetics of the pay station. T2's extensive test and research performed on the solar panel under ambient light have shown that this position is highly suited to maximizing the charge under a variety of environmental conditions.



Luke Cosmo Solar Panel Profile

Hardware Security



Cabinet

Cosmo provides the highest levels of security with its robust 12-gauge cold rolled steel cabinet and special anti-corrosion coating that can withstand harsh northern and coastal environments. There are no exposed screws and all payment options are flush mounted to discourage fraud and vandalism.

Security is core to the Cosmo design. T2 implements high-security cylinder locks that meet the UL 437 standard. These locks have a unique telescopic pin tumbler mechanism with internal and external pins. This design, together with the lock's patented plug, delivers anti-pick resistance. The lock is mounted and recessed inside the cabinet, with a slide cover providing added protection. If the lock is to be punched such that the cam is dislodged, it is virtually impossible to access the cabinet doors.

Collection

Cosmo peripherals are housed in two separate compartments – the upper maintenance compartment, housing all non-cash storage devices, and the lower cash vault compartment, housing the bill stacker, the coin canister, and a USB port that can be used to download transaction data during cash collection.

By having collections and auditing separate from maintenance, the City of Lake Geneva is secure in the knowledge that maintenance personnel has no access to cash. Collections personnel can perform collections and download audit information quickly as well as replace the bill stacker and coin canister in seconds.

The single key access to each of the two doors is covered and not exposed externally. This lock controls six locking points in the access doors that connect the doors to the main body of the cabinet. The maintenance and cash vault compartment keys are unique per client and cannot be duplicated.

The Cosmo supports a stainless steel coin canister that stores up to 1,600 U.S. quarters. The securely locked canister has a handle to allow it to be quickly and easily removed and inserted. This action can wake the Cosmo from sleep mode. A sensor located at the back of the coin canister slide-in frame sends a notification to Digital Iris indicating the removal and insertion of the canister. The collection devices require separate keys to open them.

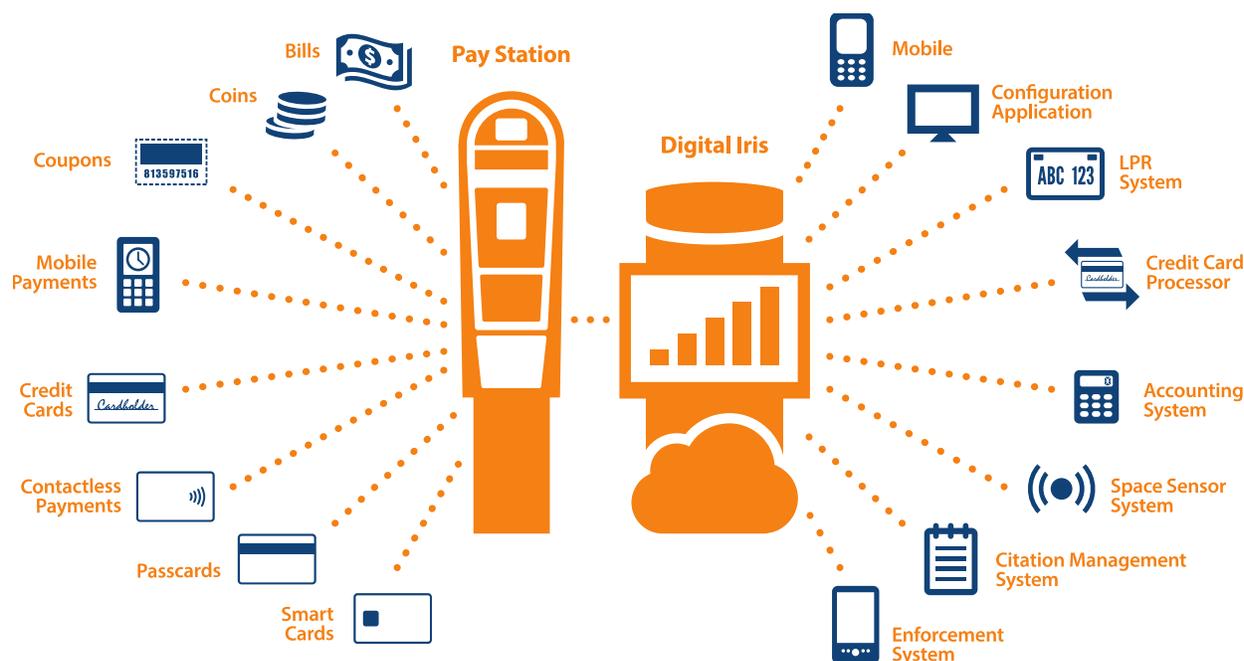
Digital Iris

Digital Iris is a secure, intuitive, and easy to learn data intelligence platform that provides actionable information for the right people at the right time. Digital Iris facilitates the networking of all pay stations so that the City of Newport Beach can manage its parking operations in real-time from any Internet-enabled computer. The portal is password-protected, set up and controlled by the Municipal-assigned Administrator.

Digital Iris delivers insight and data visualization through a highly customizable dashboard of key performance indicators (KPIs) and interactive metrics. It provides actionable data to meet specific needs throughout the organization and delivers proactive alerts for collection and maintenance personnel.

Digital Iris facilitates KPI tracking with over 6,000 different widget configurations

T2's best-in-class reporting engine within Digital Iris is designed around a dashboard-based interface that leverages real-time data to provide an unparalleled depth of analysis. Digital Iris provides the data needed to enable the City to easily find trends in parking usage and allow it to optimize its operation.

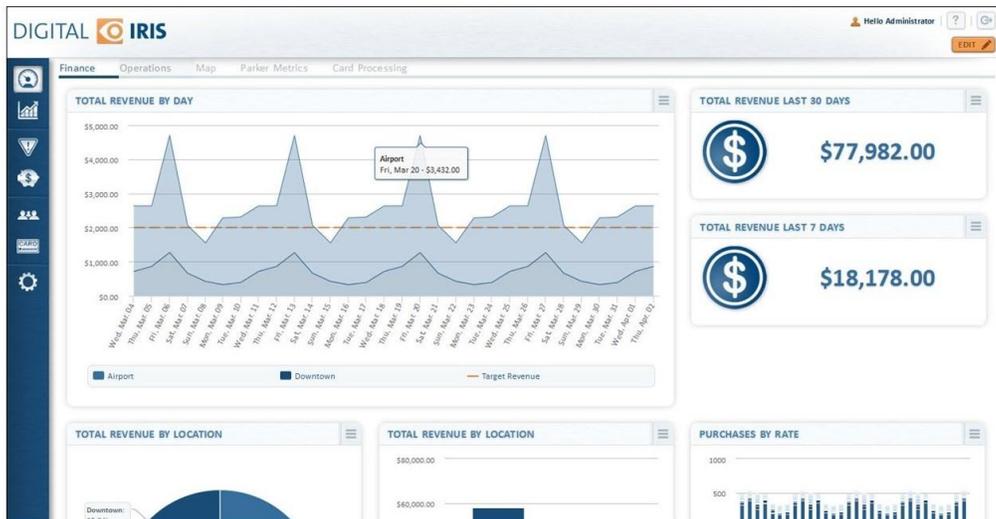


Key Features of Digital Iris Include:

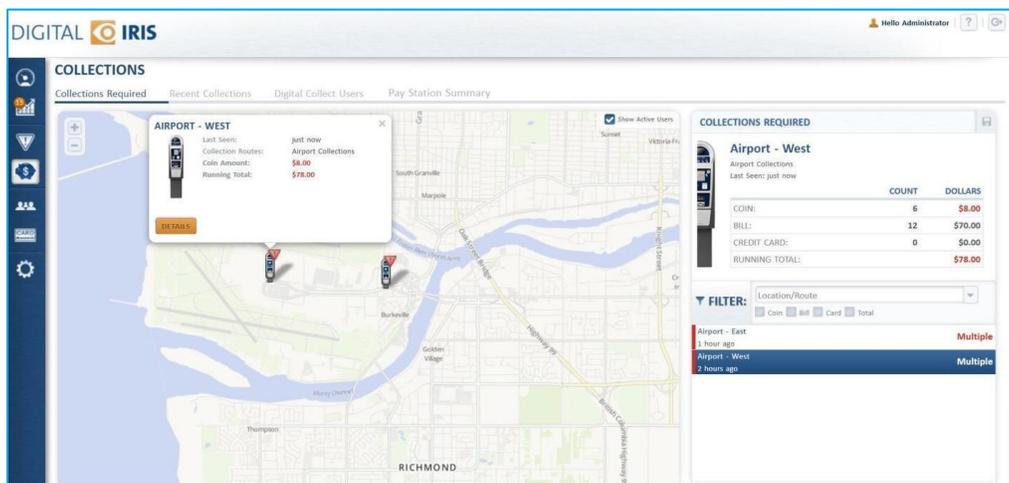
- **CUSTOMIZABLE DASHBOARD:** Define a customized view of your parking operation in a dynamic, real-time, and flexible way. Users have the ability to create over 6,000 widget configurations.
- **FLEXIBLE REPORTING:** Digital Iris offers a comprehensive suite of financial and operational reports that can be run on demand or scheduled. These can be delivered to your Inbox or sent to key stakeholders.



- **KEY PERFORMANCE METRICS:** Rich analysis of financial and operational metrics as well as identifying trends in parker behaviour, using data points for revenue, operational status, occupancy, and duration among others.



- **MAPS:** Visualize your pay stations on a map with their current status in real-time.
- **ACCOUNT MANAGEMENT:** Manage the parkers in your operation. Instead of using spreadsheets, track individual coupon/passcard entitlements.
- **USER MANAGEMENT:** Streamline the management and security of user accounts; permissions are assigned to a user role, then a user account can be assigned to multiple roles.
- **USER DEFINED ALERTS:** Focus on what is important to your operation. Alerts can be configured to notify specific personnel about defined events, allowing them to quickly respond to maintenance and collection activities.
- **MAINTENANCE CENTER:** A dedicated interface within Digital Iris that highlights pay stations that require maintenance. This allows you to efficiently direct field staff and maximize up-time.
- **COLLECTIONS CENTER:** A dedicated interface within Digital Iris that highlights pay stations that require collection. This allows you to efficiently direct collection staff and eliminates empty machine visits.



Reporting



With Digital Iris' reporting application, you can schedule reports to run at specific times and configure them to automatically be emailed to key stakeholders. All reporting data is exportable either to a PDF or a CSV file compatible with an external database or spreadsheet application, such as Microsoft Excel.

No other back-office system provides this kind of flexibility, information content, and analytics capability. A review of the different back-office systems under consideration will confirm this fact.

Back Office Software Configuration Application (BOSS)

T2's BOSS has been specifically designed to allow for easy configuration of all aspects of the parking pay station. BOSS is a PC-based application that allows clients to remotely change parking rates, configure accepted payment options, customize on-screen prompts, configure multilingual features, accept coupons, and much more. Once changes are completed, the BOSS user can quickly update the entire network or selection of pay stations with a few clicks of their mouse. Configuration changes are sent up to Digital Iris where they are pulled down by the pay station automatically for updating in the field.



Rates

Luke Cosmo may be configured to operate a rate table that includes Pay-and-Display, Pay-by-Space, Pay-by-License Plate or all three operational modes using the following options. There are eight rate levels available:

Standard Rates:

- **Incremental** – When Incremental rates are in use, the consumer simply enters cash and the amount of time that value represents is displayed on the screen. When the consumer has inserted the amount of cash equal to the amount of time they wish to purchase, they press the OK key to complete the transaction and print the receipt. If paying by credit card when Incremental rates are enabled, the consumer is prompted to insert their card and then uses the number 1 key to increase the amount of time purchased and the number 3 key to decrease the amount of time. The OK key is pressed to complete the transaction.
- **Hourly** – Hourly rates are calculated by taking the hourly rate for each hour and multiplying it by the number of hours chosen by the consumer. In setting up these rates, it is possible to have a different hourly rate for each hour purchased (for example, first hour is \$2 and the second hour is \$1). The time of the purchase will determine the starting point of the purchase and this is listed to the nearest minute.
- **Daily** – Daily rates are calculated by taking the daily rate and multiplying it by the number of days chosen. In setting up these rates, it is possible to have a different hourly rate for each day purchased (for example, Monday is \$10, and Friday is \$15). You can also set up the software to end the daily purchase at midnight or have it carry-over as a 24-hour purchase. In the latter example, the time of purchase will determine the starting point of the purchase and this is listed to the nearest minute.
- **Scheduled (special events)** – A Scheduled rate is available for a specific date/time range, expires on a specific date/time, and the cost is a fixed rate. When specific dates are required for sporting events, holidays, or other special events you can preprogram these rates months in advance.
- **Expires At** – Rates configured to expire at a set time. Such as an 'All day until 5pm' rate.
- **Valid For** – Rates configured for a specific time period, for example, 30 minutes, 60 minutes, 120 minutes. The time of the purchase and the rate configuration will determine the starting and ending point of the purchase to the nearest minute.
- **Blended** – When an Hourly and Scheduled/Valid For rate blend, i.e. when more time is selected (for example, hourly rates in effect until 6:00 p.m. and then an Expires At rate in effect for evening parking), there is the option to have these two rates blend to create a cost-effective rate for the consumer.
- **Restricted Parking** – For creating a custom message that appears for specific spaces or groups of pay stations informing when parking is unavailable for a period of time due to road closures or after-hours free parking. This message overrides all rates and can provide consumers with clear information as to when rates will be re-enabled.

Other features of the rate software in BOSS include:

- **Calendar Days** – If you have a specific calendar day (i.e. a special event) requiring specific rates for the day or blocks of time within that day, Luke Cosmo has the flexibility to handle it.
- **Time of Day** – Rates may be configured for specific blocks of time, enabling the operator to apply discount or premium rates over multiple hour purchases.
- **Lot/Pay Station Specific** – Each lot or Luke Cosmo pay station may be configured with a unique rate table.



- **Stall Location Specific** – Specific stalls may be assigned unique rates based on their location or function (for example, Reserved Monthly Parking stalls).

Advanced Rates

The advanced rates use information in Iris to coordinate and control accessibility for certain rates based on plate information.

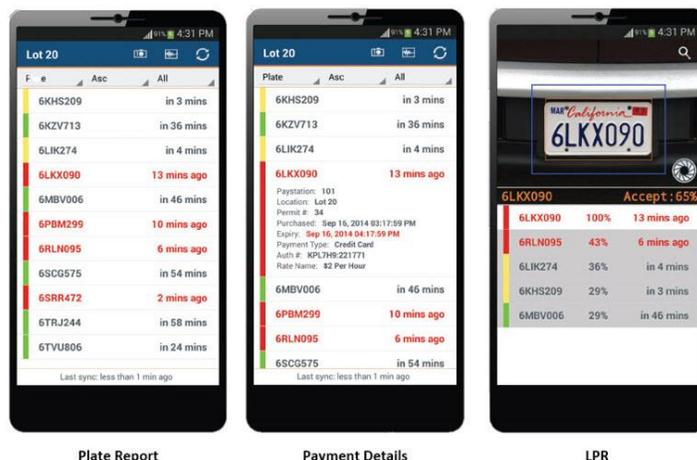
- **Preferred Parking** – a list of approved plates can be uploaded to Iris and referenced at the COSMO when the parker enters their plate. Rates for residence, specific employees, pre-registered guests, and so on can take advantage of this feature. The specific rate details are configured using the rate types above.
- **Limited Parking** – Rate use can be set to a limited number per day, based on plate number. This enables the use of a 'Free for 20 minutes' rate but only allows an individual parker to use the rate once per day to prevent abuse and over use.

Unique rates may be established for different pay stations based on the time of day, day of the week or zones as defined by the Operator. The Luke Cosmo can display several rates at a time (One for all day, one for 30 minutes, etc.). The order of these rates and the descriptions of each of them on the Luke Cosmo LCD panel are completely user-configurable.



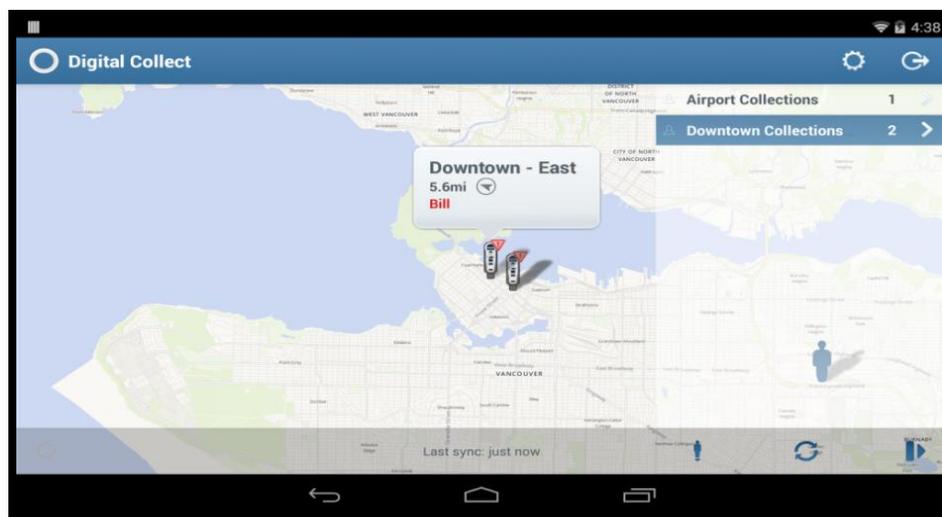
Mobile Applications

Digital Patrol



Digital Patrol enables your mobile workforce and allows enforcement officers to verify the payment status of parked vehicles. This application lessens, if not eliminates, the endemic revenue leakage caused by consumers overstaying their allotted time. Digital Patrol makes use of license plate recognition technology to verify real-time parking information. This application is positioned as a low-cost addition that complements an operator's already implemented citation issuance solution. It facilitates access to real-time parking data without costly integration fees from their existing citation software vendor.

Digital Collect



Digital Collect facilitates collection-on-demand for pay stations that have reached a specified threshold. This permits the operational efficiency of collecting only those pay stations that need collecting. This could result in overhead reductions or the ability to rebalance staff to focus on other areas of the operation by more effectively and accurately notifying personnel, in real-time, of those pay stations requiring collection. The screen below shows pay stations in need of collection. They are clearly identified with alert symbols. Using the Digital Collect app, collections personnel will be able to determine the most efficient routes for their day.

Proven Integration Solutions



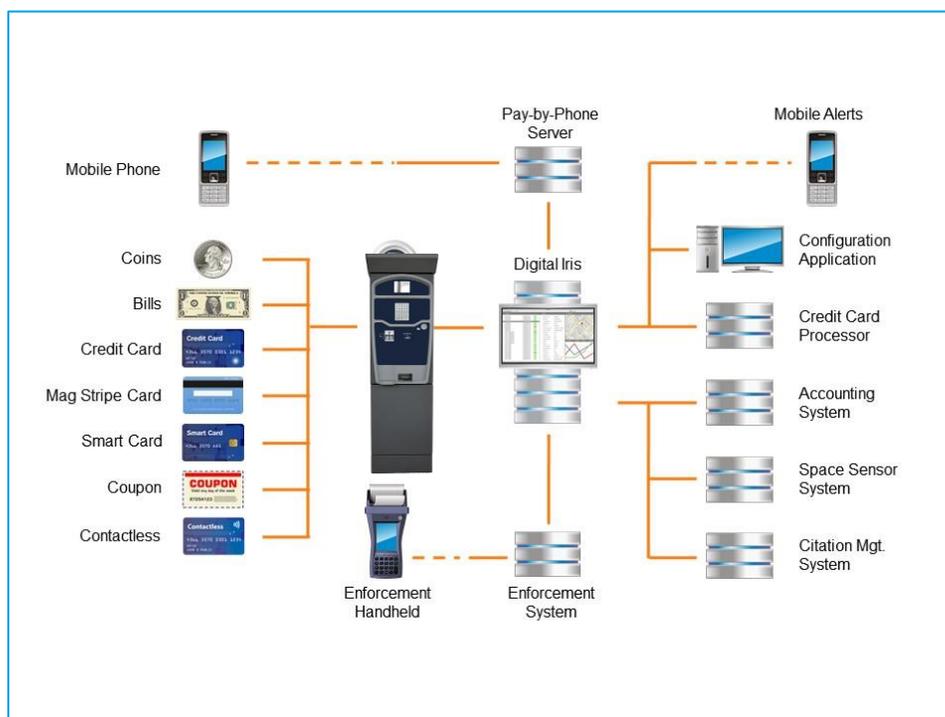
T2 Systems has built its solutions around an open system architecture allowing easy integration with complementary best-in-class technology partners. As part of T2's value proposition, this open platform provides accessibility to the wealth of information and functionality stored in Digital Iris.

Currently, existing integrations with leading mobile phone payment, campus and smart card, credit card processing, enforcement, handheld, and LPR platforms allow T2 to consolidate revenue information in Digital Iris.

Digital Iris acts as the central coordination point and system of record for all on- and off-street parking transactions. The ability to offer multiple payment options is key and behind that is the need to efficiently manage this data. T2 designs its products with third-party integration in mind, and whether they are pay-by-phone integrations pushing transaction data, sensor integrations as a means to detect parking availability, or enforcement integrations making use of license plate recognition technology, T2 provides a completely seamless integration with their data.

T2 is currently integrated with a number of business and technology partners to provide additional benefits to its clients. T2's relationships with its technology partners and the ease with which these technology partners can integrate with T2's pay stations and the Digital Iris system are the key factors in the company's success.

The following diagram illustrates how the T2 integrations come together:





Digital API for Custom Solutions

In addition to existing integration partners, T2 offers increased accessibility to 3rd party developers via its Digital Application Programming Interface (API). By allowing outside parties to develop applications that have access to Digital Iris information, T2 can facilitate the integration of an even more complete set of applications and analyses for the City of Lake Geneva, quickly and cost-effectively. Furthermore, the ability to pull transactional information, via the API, from a third-party offers the chance to enrich the quality of the data presented in Digital Iris.

The City of Milwaukee, WI, decided it did not want to use any of the existing enforcement software on the market and instead created its own. With the flexibility of Digital API, the City was able to pull all of the enforcement data it needed from T2's back-office system and use it in its personal enforcement system.

The City of Fredericton, NB, uses Digital API for accounting and auditing purposes. It was able to pull audit information straight from T2's back-office system into its accounting system. This API has resulted in significant time savings as the City no longer has to pull reports from one system and manually compare and enter them into a second system.

T2 understands how integral data integration is to a parking management system and we are committed to working with the City's partners. The open architecture of our platform facilitates a scalable solution to accommodate the City of Lake Geneva's needs in terms of number of users and functionality and integration with future technology such as T2's Digital Patrol.



Information Security

PCI Compliance

T2 maintains compliance with the latest industry regulations and standards. One such standard that has become especially critical in the last few years is Payment Card Industry (PCI) compliance to ensure that both the companies facilitating credit card processing services and the products themselves meet strict standards.

All processes used by T2 equipment to authorize credit card data are designed to follow the latest practices as specified by the PCI Data Security Standard (PCI-DSS). T2 first received official compliance as a Level 1 Service Provider in April 2007 and continues to remain compliant to the PCI standard. Additionally, T2 pay stations have attained PA-DSS validation, bringing the rigors of PCI security to the pay station level.

Both equipment and company services have been audited by a third-party to ensure these practices have been met. T2 continues to remain compliant with the PCI standard and will continue to do so throughout the duration of the City's investment in T2 technology.

Disaster Recovery

For remote data backup, clients utilizing T2's Digital Iris service (SaaS solution) automatically have all transaction data streamed to a separate disaster recovery facility.

Each part of the system under T2 control (routers, firewalls, switches, Web application, and DB layers) has built-in hardware and software redundancies in the event of a failure of any component. Furthermore, disaster recovery processes require the ability to bring a secondary facility online in the event that the primary facility is disrupted for an extended period of time. Failover to the secondary facility is part automatic and part under manual control. Failback is under manual control. T2 maintains both Disaster Recovery and Business Continuity plans.



UNIFI

T2's UNIFI Parking Management Platform is the industry's most comprehensive suite of parking solutions. Our solutions are the tools you need to manage multi-space pay stations, permits, enforcement, PARCS, events, and vehicle counting. T2 will enable your organization to make parking easy for your customers while you increase revenue and hit those ROI goals. We have the most efficient, forward thinking, and unified parking management platform to support your organization's needs.

Total parking solutions:

- **ENFORCEMENT:** Manage enforcement using information from pay stations, LPR, and mobile payment systems.
- **PERMIT MANAGEMENT:** Implement, track, and manage parking permits for individuals, groups, or properties—and configure each process to best suit your operational needs—no matter how easy or complex your permit business rules are.
- **EVENT PARKING MANAGEMENT:** Accept payments securely and track transactions and occupancy for event parking with handheld payment technology.
- **PARCS:** Tailor your parking facility's management system to your operational needs, from 24/7 fully automated garages to central cashiering to event parking integrated with ticket sales and more. Reduce the burden of PCI compliance with the only Web-based PARCS solution fully hosted in a PCI-DSS Level 1 environment.
- **MULTI-SPACE PAY-STATIONS:** Increase revenue, reduce operational costs, and improve customer service with pay stations backed by Digital Iris.
- **AUTOMATED VEHICLE COUNTING:** Provide real-time parking availability data for trip planning and intelligent transportation systems with our AutoCount solution.



FLEX INTEGRATION

T2 Systems offers an integrated solution that allows clients using the Cosmo pay stations an option to retrieve paid/unpaid parking space or license plate information wirelessly. This option allows clients to increase citation revenue by creating efficiencies for Parking Enforcement Officers (PEO) to retrieve violation reports in a reduced amount of time.

SOLUTION

After implementing the integrated Pay-by-Space/License Plate solution for handheld enforcement, the handheld units are able to communicate with the Cosmo to remotely get real-time reports from these pay stations without physically checking the pay stations. This decreases the time needed to check parking spaces and the chance for missed or unneeded citations, thereby increasing your revenue.

HOW THE SOLUTION HELPS YOUR ORGANIZATION

Do more with less. With handheld integration, your organization may not need to hire more PEOs to monitor the existing or expanding parking facilities. With remote access to real-time information, each officer will be able to monitor the parking facilities more efficiently, issue more citations, and make fewer invalid citations. This results in a better customer experience for your parking facilities and fewer citation appeals.



Installation

T2's proposed scope of work considers the City will be preparing the site for installation. In close coordination with the City of Lake Geneva, the T2 Project Manager will ensure all units will be properly programmed and placed.

Project Manager

T2 will assign a dedicated Project Manager (PM), to work with the City and all technology partners chosen by the Municipality. The PM will be the point person and oversee all aspects of this deployment including on-site preparation, installation, commissioning, programming, training, integration, and on-going monitoring. The PM will be supported by our experienced project management team, which has successfully overseen deployments in cities such as Richmond, Miami Beach, Tampa, Houston, and Milwaukee.

In addition to coordinating the project, the PM's responsibilities include:

High-Level Discussion and Deliverables

With a contract in place, discussions will start at a high level about how the implementation of the project will roll out. During this time, we will identify key stakeholders who play a role in areas ranging from product training and integration to installation.

Detailed Task Planning

With the key players identified, the PM will discuss the individual tasks required. For example, the finance and administrative personnel may need additional training with the software, merchant account setup, and billing procedures. Ameripark will be installing the Cosmos; however, training will be available on installation, day-to-day management, and enforcement. All expectations and deliverables will be discussed with the relevant personnel.

Execution

The PM will be involved with all aspects of the execution of the outlined deliverables to provide advice and guidance and to ensure project tracking is smooth and accurate. They will always be available to assist in any capacity and answer any questions that arise. Acting as the liaison during project implementation, they will also be responsible for ensuring dates and contract details are met while dealing with any unforeseen changes quickly and efficiently.

Communication with Integration Partners

T2's PM will be the primary point person for the City of Lake Geneva to ensure a smooth deployment and integration with existing partners and other technology partners that may be selected. T2 has extensive integration experience and we've included information about our integrations with license plate recognition vendors, pay-by-phone vendors, and other technology partners in our response. Should the city choose a technology partner not yet integrated with T2, we would be happy to discuss the next steps.



Planned Work Activities

T2's Project Manager will take the lead in all installation logistics and work closely with the City to plan the staging of the deployment in order to perform quality work while ensuring a rapid deployment that causes minimal disruption to the existing parking operations. Some of the significant milestones that will be prepared during the implementation include:

- **SIGNAGE:** Clear and concise signage will be important to gain public acceptance. T2 has samples of signs that can be provided to the City to demonstrate what has been effective in similar deployments across the country.
- **PAY STATION LOCATIONS:** There are several considerations that need to be taken into account when selecting the location of each pay station, such as communications and sunlight. It is also important to consider the convenience for parkers to access the pay station and the distance they must travel to it. Clear access for those in wheelchairs must also be considered as per the Americans with Disabilities Act (ADA). A site walk-through prior to the installation will review these considerations to ensure the best locations are selected for each pay station.

The PM will set the milestones for the project once the contract is awarded to ensure all deliverables are lined up in the correct time frame and track the progress of the complete project.

Marketing and Public Outreach

With the deployment of thousands of on-street pay stations across North America, T2 recognizes that technology is only one component in making a successful implementation. Working with the City to develop a comprehensive Marketing Communications Strategy is a critical part of any new technology deployment.

Effective Signage

Effective signage is a critical component of any pay station deployment. Although signage varies based on the mode of operations and location, as a rule, you need two directional signs and one pay here sign per multi-space pay station. Our T2 proposal includes a detailed signage deployment plan.

Information Brochure

T2 will assist with the preparation of comprehensive pamphlets like the ones shown below, which detail the policies and procedures of the parking operation. These pamphlets will include information such as hours of operation, parking rates, and methods of payments.





Custom Website

We have also worked with our clients to prepare a custom Website that will provide a valuable tool for the management and operation of the parking operations.

The objectives for the site are to...

- Provide a comprehensive directory of Municipal parking options.
- Provide an electronic communications medium.
- Provide parking related information to clients.
- Enhance the marketing process for vacant parking spaces.
- Some examples of our client videos can be found at <http://www.t2systems.com/customer-success>



Warranty, Maintenance, and Technical Support Program

T2 stands behind its products with a comprehensive warranty, software update, and technical support program. T2's client services approach is to design a program that meets the unique needs of each client and create tools and partnerships that support those needs. T2 is confident that the City of Lake Geneva's investment in our project proposal is the best decision given the proposal's combination of existing City partner integrations, a superior technology platform, comprehensive local support, the product's proven integration success, and the company's long-term plan to cost-effectively standardize the customers parking network.

In addition to warranty service, T2 offers toll free 24/7 client support to provide the City with the best service offering in the industry.

T2's support is available by telephone, e-mail, and portal service through the T2 Hub. T2's regular business hours are 8:00 a.m. to 8:00 p.m. EST, Monday through Friday (exclusive of holidays). During non-business hours, weekends, and holidays, T2 provides an emergency response pager service.

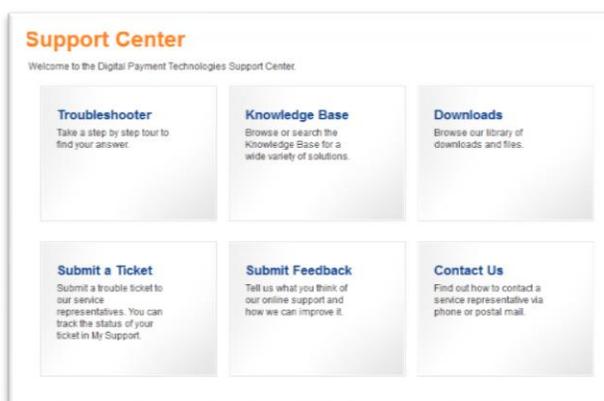
T2 has a multi-faceted approach to technical support. Our first line responders or Customer Care Team take all forms of support issues submitted by telephone, through our T2 Hub (which features step-by-step troubleshooting and a knowledgebase), or by e-mailing Support@T2systems.com.

Within the support organization, T2 has structured its teams to be focused on the products within the solution offerings. Our Product Experts will take the support case and troubleshoot and offers solutions. The Product Expert team also has at their disposal a team of enterprise experts who can be brought into issues to add an extra layer of domain knowledge to help find resolution for reported issues.

The support program can contain elements of direct manufacturer support, client trained support, and/or third-party on-site service. T2 then delivers support tools that include comprehensive manuals, online access to knowledgebase articles and online tracking of service tickets that may be reviewed at any time.

T2 Partner Support Center

Clients can access an online Support Center to assist with troubleshooting, a knowledgebase containing articles and step-by-step instructions, a section for downloadable content, and tools to submit and manage tickets.



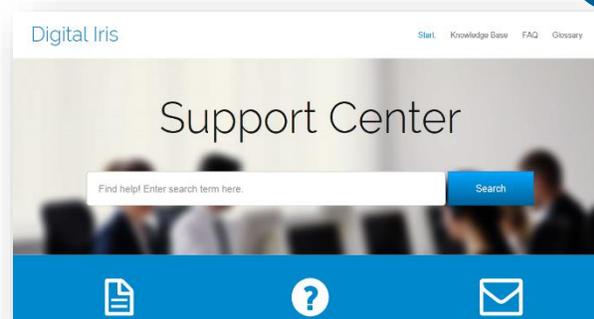


Digital Iris Online Support Center

If an issue comes up that Level 1 support staff cannot resolve, Level 2 staff will step in to provide Level 2 technical support. This handover usually occurs once Level 1 support has exhausted its troubleshoot ability or the issue is very time sensitive. T2 understands the need to drive home a solution and this escalation usually takes place within a 24- to 48-hour period.

Replacement Parts

T2 designs its products with longevity and lifecycle management in mind. T2 keeps a large inventory at its service center for its entire installation base. As technology changes and parts discontinue, T2 ensures that that parts are always available either by ensuring there is an adequate stock to support the product for its lifetime or by introducing a backward compatible module that will take the place of the original part.





Training

Training is a critical element to ensure the City of Lake Geneva is maximizing the benefits of the technology. The Project Manager will work with the city to identify key personnel to be involved in the training. This personnel would typically include collections, enforcement, operations, accounting, and maintenance. Specific training programs will be implemented for each group and then follow-up training can be made available to address new technologies and changes in staff.

T2 will provide a training program for technicians and staff responsible for:

- Installations, start-up, and maintenance of the pay station
- Operations
- Collections
- Monitoring
- Enforcement
- Troubleshooting repairs

Copies of the operating manual in English covering installation, maintenance, and use (complete with wiring diagrams and specifications) will be provided at the time the pay stations are delivered. In addition, all manuals are available in electronic form.

The specific training schedule will be determined by the number of people and functional areas involved in the overall management of the parking operations. The general outline of the training activities includes:

Installation

- Finalize pay station site selection
- Test wireless or cellular coverage at site locations
- Rate table decisions – important to determine before signage completed
- Signage preparation
- Finalize communications methods and costs
- Credit card merchant account processor setup
- Documenting employee procedures for operating
- Cellular account setup
- Site preparation for installation – concrete pads, conduit
- Pay stations on-site
- Pay stations installed

Digital Iris and BOSS Software Overview

Training will be attended by any pay station administrators responsible for creating pay station configurations and rates as well as processing credit card payments and generating accounting reports.

Software Installation

- Installing software
- Backing up data

Software overview and configuration setup

- Review BOSS menu structure
- Setup of user permissions
- Setup of global settings
- Create basic lot setting
- LCD screen messages
- Header and footer messages
- Pay-and-Display, Pay-by-Space, Pay-by-License Plate



- Payment options
- Machine setup
- Rate tables
- Rate table configurations
- Fixed rate
- Hourly rate
- Daily rate
- Add time functionality
- Accounting on reporting
- Reporting
- Transaction reports
- Digital Iris
- Accessing the application
- Setting up users and notifications
- Reviewing Digital Iris features

Cosmo Hardware Overview

Training will be attended by maintenance, collections, and enforcement personnel as applicable.

Hardware review

- Keys and locks
- Keypad
- Card reader
- Coin acceptor
- Powering
- Remote connectivity
- Printer
- Entering the Service Menu
- Reports at the station
- BOSS Data Key
- Operations
- Loading new rates
- Obtaining transaction data
- Complete pay station maintenance
- Changing paper
- Cleaning printer
- Cleaning coin changer

Collections Review

- Collecting money
- Entering service mode
- Audit report generation

Enforcement Review

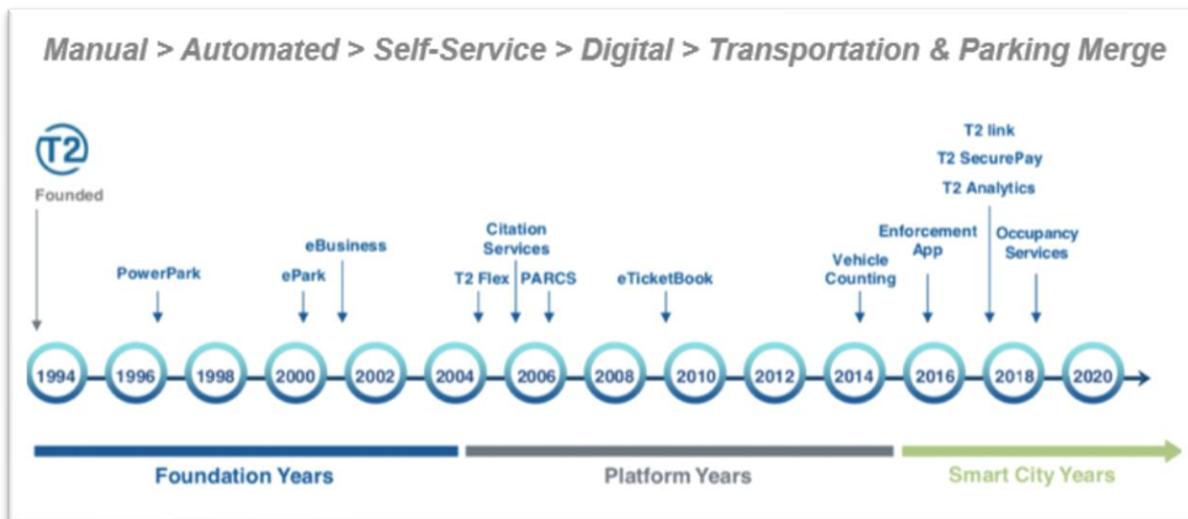
- Entering service mode
- Generating and reviewing reports

The training will also cover suggested preventative maintenance.



T2 Systems Company Overview

In 1994 we saw a better way to deliver permits and manage enforcement, and we quickly established leadership competence as a go-to PE solution for universities and municipalities. We listened to our customers and set a course to lead the industry, which drove us to expand our solution portfolio to include Parking Access and Revenue Control, Pay Stations, a secure, hosted Cloud-based software platform, secure payments technology, and comprehensive industry-leading Professional Services capabilities to help customers optimize their solutions and drive business return. We've continued to expand our solution portfolio to include analytics, and Flexpert, software implementation, hardware installation, citation collection, gateless parking, mobility options, and field services.



Our Mission, Vision and Values

With the greatest breadth and depth of innovative parking solutions available, T2 has a solution for your problem, but it's our people that truly make the difference. We live and breathe parking, transportation and mobility, and many of our team members are CAPP-certified professionals who walked in your shoes managing parking operations. Our team exists to serve your needs.

Our Mission

Be the leader in delivering innovative and reliable technology solutions that help our customers succeed.

Our Vision

Lead the evolution of our industry by providing smart parking, transportation and mobility experiences across any modality.

Our Values

- Focus on customers
- Lead with integrity
- Work smart
- Deliver on commitments
- Win as a team



A Track Record of Innovation

From deploying durable hardware to developing the most flexible software in the industry to releasing T2 SecurePay, a PCI-P2PE listed solution that reduces our customers' PCE scope and risk of breaches, we pride ourselves on listening, innovating, and delivering results that help our customers succeed. T2 helped create the parking industry and is powering its evolution to include parking, mobility and transportation.

Through 2010	<ul style="list-style-type: none"> • T2 Flex developed, a Web-based Parking Management System, replaces PowerPark software • PARCS introduced as only solution to integrate Permits, Citations and Gated solutions
2011-2015	<ul style="list-style-type: none"> • Acquisition of Digital Payment Technologies (Luke pay station line) • Acquisition of Case Vehicle Counting Solutions • T2 FlexPort replaces the T2 eBusiness product to provide a secure robust eCommerce solution • Mobile Enforcement Application (MEA) replaces legacy handheld solutions
2016-Present	<ul style="list-style-type: none"> • Acquisition of ParkingSoft, (cloud-based PARCS solution specializing in bar code technology) • Significant investments in test automation and cloud infrastructure to increase speed and quality of software releases • T2 SecurePay is original PCI validated Point-to-Point Encryption technology • Introduced Luke Cosmo Pay Station Product Line • Logan PARCS Hardware platform launched with bar code, ingest/non-ingest ticket technologies • Leveraging API technology, the T2 Link Platform is developed to seamlessly integrate solutions, including T2 Analytics NXT

Customer Benefits of T2 Innovation

Scale your solution

The T2 Link platform unifies all T2-developed and 3rd-party components so you can easily add functionality as your operation changes and grows.

Improve operational efficiency

T2 SaaS solutions automate and optimize functionality to reduce the effort required to effectively manage your operation.

Improve the parking patron's experience

All of our solutions are centered around one key purpose: we are here to help our customers succeed!

Future Focus

Mobile Enablement: Events, Mobile Permits, Access & Payments

Frictionless Experience: Gated with Access Control, GateFree

Data & Analytics: Data Aggregation, 3rd-Party Integration, Reporting & T2 Analytics NXT





Broadest Solution Portfolio in the Parking Industry

T2's portfolio includes the greatest breadth and depth in the parking industry with proven solutions for multi-space pay stations, permit management, enforcement, parking access and revenue control, event parking, citation services – each solution providing industry leading functionality with a proven track record of adding value and delivering a strong return on investment.



Technology Enabled Solutions

The T2 solution portfolio is a modern, scalable, resilient multi-tenant SaaS platform that enables our customers to innovate rapidly, and benefit from the latest software upgrades across the software application platform.

- Permit Management
- Enforcement
- PARCS
- Multi-Space Pay Stations
- Occupancy Services
- Event Parking
- T2 SecurePay
- Reporting and Analytics
- Project Management & Implementation
- Consulting and Managed Services
- Citation and Collection Services
- Lifecycle Support



Permits and Enforcement *The Originator*

Permits

- Easily set up, issue, track, and manage parking permits for individuals, groups, or properties
- Configure processes to suit your operational needs
- Issue physical or digital permits
- Sell permits online and fulfill permits automatically

Enforcement

- T2's enforcement solution manages every step of your enforcement process
- Issue citations via smartphones or tablets using the T2 App on iOS or Android
- Manage citations online
- Utilize T2 Citation and Collection Services to collect more revenue

Iowa City, IA Unifies Parking Operations



We are down to **one system, one vendor**; we make one call instead of having to coordinate between multiple vendors. This is a welcome change.

– Chris O'Brien, Director of Transportation Services

PARCS *Super Secure, Always Available*

- Comprehensive solution created and designed specifically to fit your operational and business needs
 - Manage permit holders, transient parkers, validations, and more
- Industry leading hosted platform that significantly reduces your IT concerns and costs

Flex Software

- Highly configurable, flexible, and expandable with complete, real-time PARCS capabilities

Logan Hardware

- Multi-functional, customizable, payment secure

University of North Texas Increases Parking Revenue



We are moving **farther** and **faster** than those who aren't using T2.

– Geary Robinson, Director of Transportation Services





Multi-Space Pay Stations North America's Best

New Luke Cosmo Pay Station

- Designed specifically as an on-street solution for all municipalities, big and small

Luke II Pay Station

- Highly secure and suitable for both on- and off-street deployments

Digital Iris Cloud-Based Data Intelligence Platform

- Provides secure, actionable information to the right people at the right time
- Insights made actionable through interactive metrics, data visualization, and automated reporting

City of Surrey, BC *Seamlessly Integrates Luke Pay Stations*



T2 is an **outstanding industry leader** and being able to incorporate their Luke II pay stations into our new set of parking solutions has made all the difference for us.

– Dave Harkness, Manager of Parking Services

Feature Rich

- Choose Pay-and-Display, Pay-by-Space, Pay-by-License Plate, or Pay-by-Phone
- Marketing message capable
- Diverse payment options including secure payment processing, parking patron text capabilities
- Efficient power management

Unparalleled Services People + Processes = Proven Results

Project Management & Implementation Services

- The most dependable processes and experts in the industry get you started and help you grow

Managed Services

- Partner with T2 to effectively manage some or all of your operation

Flexpert Services

- Refine your strategies and align your T2 solutions to achieve your business goals

HOSTING & IT

Ensures that the back end of your operation runs smoothly.

SUPPORT

Answers any questions & helps solve any issues you may have.

FLEXPERS

Consult with you to add functionality to your operation.

Citation and Collection Services

- Augment your operation with our in-house, industry-leading CCS professionals

Training Services

- Whether you are implementing a new solution or dealing with staff turnover, we are here to help

Reporting and Analytics

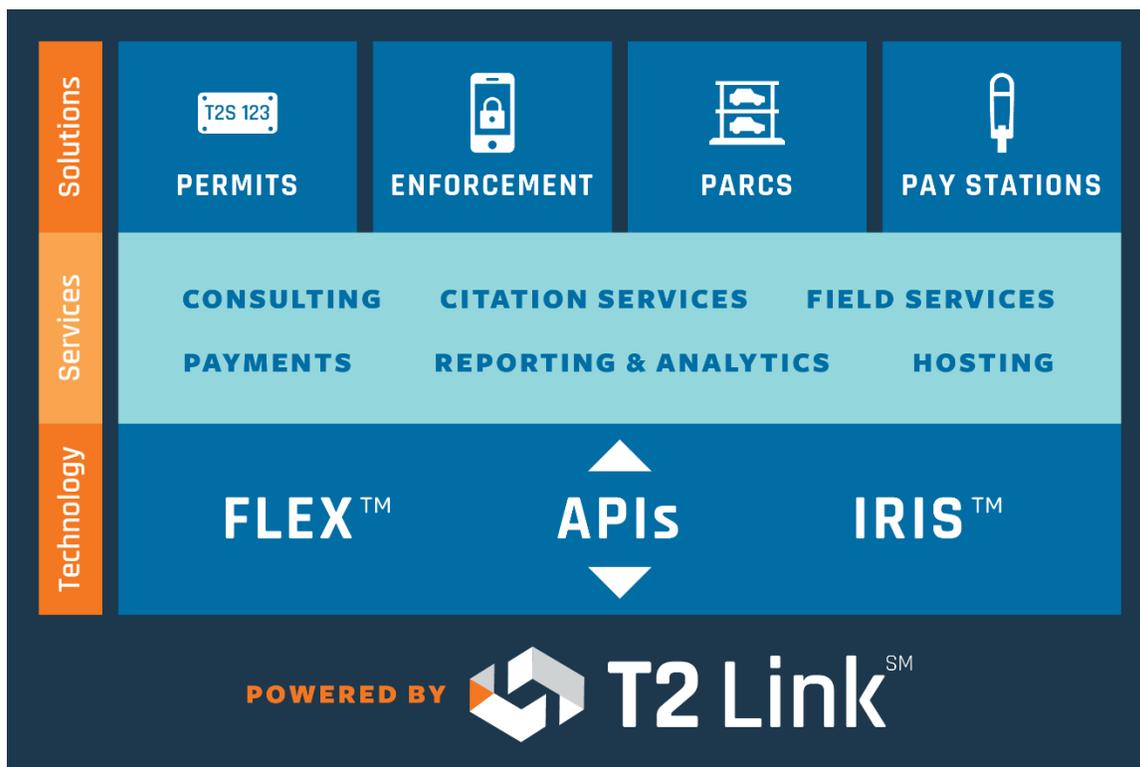
- Transform your parking data into actionable information and insights to help you make better business decisions



T2 Enterprise Software

The **T2 Link** platform enables an enterprise-wide view of a parking operation, bringing together data from T2 solutions and other applications to unify the management of your operation on a single platform.

T2 Flex enables highly configurable solutions that deliver real-time information to effectively manage permits, enforcement, events, and PARCS functionality, including a consumer portal for self-permitting.



T2 continues to develop enhanced API's to enable rich integrations between the T2 application suite and partner and customer-owned solutions – protecting customer investment and enabling fast adoption of new functionality and technologies. *T2 Analytics* is our business intelligence platform that supports an enterprise view of parking data allowing our customer to consume, share and use their parking data along with the platform's analytic models and business intelligence tools to support smart business decisions.

The T2 solution portfolio is supported by our people: Business Analysts, Project Managers, Implementation Managers and Sales Engineers utilizing a proven implementation methodology that has enabled T2 to deliver hundreds of complex parking solution projects on time, and within budget. The T2 Support team ensures maximum solution availability and lifecycle support with a variety of consulting and managed services options to tailor a support program that meets each customer's needs.



The Largest, Most Active Customer Community

The T2 Customer Community is a source for collaboration to help define and develop next generation functionality across our solution portfolio and share peer-to-peer best practices. More than 5,000 individual members are active in our online customer community.



BENEFITS

- Easily find solutions, ask questions, and collaborate with your parking colleagues
- Submit a case to T2's Support team
- Join groups to discuss solutions, solve problems, and collaborate with peers in your industry or region
- Submit ideas to the T2 Product team or vote for others' ideas
- Stay informed on the latest T2 solution updates
- Earn points for engaging with the Community and redeem them for rewards like T2 swag or a registration to our annual Connect user conference

The Best Customer Partnerships on the Planet

~1,650 customers across the U.S. and Canada

University	
Municipal	
Parking Owners/Operators	
Healthcare	

"In the T2 family, you've got a lot of people to go to. It's different. It's progressive and it's proactive, not reactive."
 – University of North Texas

25+
Years of Delivering Parking Solutions

500+
Flex Implementations

2,500+
PARCS Devices Installed

99.99%
Flex™ Uptime



SECTION 5: SPECIFICATIONS REQUIREMENTS

SECTION 5: SPECIFICATIONS REQUIREMENTS

- Modem shall be 4G/LTE and outfitted to be upgraded as needed without hardware changes beyond the actual unit components and support systems.
4G/LTE is the standard communication technology used in T2 pay stations. T2 Complies.
- No upgrade fee for software and hardware for the term of the agreement
Software upgrades are included at no cost with the subscription to Digital Iris. Hardware upgrades required will incur the cost of new hardware itself and related subscriptions if applicable but no additional charge to support or upgrade. T2 Complies.
- Vendor shall guarantee modem support and functionality for 10 years and/or outline estimated costs of modem upgrades for next 10 years.
4G/LTE Technology has no sunset date and will be fallback technology for 5G/LTE-A when it becomes available. There is a race with the cellular providers to move everything onto LTE bands and infrastructure as it is updated technology. Compared to any standard (1X/EDGE/3G/EVDO/HSPA) prior and cannot share the same back end systems. Our pricing for modems has been the same over the years. We expect this to continue for 5G/LTE-A certified modems. The current price for Lake Geneva is \$368.00 T2 Complies.
- Meter unit shall be flexible and capable of being upgraded at minimal cost without hardware changes beyond the actual unit components and support systems for next 10 years.
T2 is supporting pay stations as far back as 2009 currently. T2 is not placing any need to upgrade these older units onto customers at this time. In general the pay stations stay supported until the vendors that T2 works with can no longer support the internal components or software. The need to upgrade is usually driven by customer needs as not all new features will be compatible with older equipment. T2 Complies.
- Shall include a Mobile Application so that patrons can pay for parking through their smart phones (compatible with system)
T2 has integrations with Lake Geneva's current mobile payment provider, ParkMobile, as well as 10 other industry leaders such as PayByPhone and Passport. T2 Complies.
- Shall include Mobile Application for wayfinding applications (compatible with system)
In addition to the mobile payment providers wayfinding features, T2 has integrations with numerous sensors or reservation providers and their wayfinding capabilities. T2 Complies.
- Software and hardware shall be compatible and high performing with current Enforcement Operational System.
T2 has over 50 integrations with the Digital API and the list is growing constantly. Ultimately the operation of the integration is dependent on the integrator, with T2 ensuring the service is available and operating properly. Integrators are provided recommendations to use the API in certain ways to provide maximum efficiency and performance. T2 does not design or write code for the integrations so integrators are free to design the application how they see fit. T2 Complies.



- System shall have the lowest level latency/most efficient transfer of parking transaction data that reduces impact of server output.
If the size of data increases so does the transfer time, this applies every single time data is transferred on any system. The Digital API has dedicated endpoints for both space and plate-based enforcement that share only the data required to enforce quickly and efficiently. We have 20+ enforcement partners using the Digital API that easily manage operations of 1-1000+ pay stations without issue. Other endpoints with the Digital API return over 30 data fields for each transaction with only 4-6 fields that would apply to enforcement. These endpoints are meant for deeper financial analysis and operational analytics that are not time sensitive. Using these financial endpoints for up to the second enforcement information is not recommended. T2 recommends integrating with the Digital API in a way that reduces the amount of ‘throw away’ data retrieved from the API to as close to zero as possible. This way any time spent requesting the data, transferring the data, and analyzing the data applies directly to the desired end result, instead of just managing the sheer amount of data. T2 Complies.
- System shall transfer accurate real-time data to enforcement units in less than 45 seconds.
When the API is used as recommended data transfer happens at much faster speeds than 45 seconds per call. The speed at which data is returned from the Digital API is dependent on the size of the data requested. T2 recommends calling for data localized to where enforcement is occurring at that time. This adds to enforcement efficiency as only the data needed is requested, less data is used so costs are lower, and parking rules can be properly enforced. T2 Complies.
- System shall transfer data via “push method” interface to enforcement units.
The API with Digital Iris requires integrators to pull data from the Iris DB when needed. T2 does not place any limits on how often data can be accessed or how many calls can be made. This way handhelds are getting the data when they need it, not when a computer system thinks the data is needed. The pull method also allows for a final check prior to writing a citation. Rather than waiting on a push feed the handheld requests up to the second updates before committing to a citation. T2 provides this using an alternative method.
- System shall not experience delay before transferring data.
Yes. The amount of data requested will always change the response time back to the requestor. T2 recommends keeping the requests for data as localized as possible to maintain high speed data returns. Requesting constant refreshes of an operations entire parking data, and combining that for use with ‘up to the second’ enforcement requirements is not recommended. T2 Complies.
- Units shall be weather proof and stainless steel.
Yes, all T2 pay stations are weather proof. Pay stations are installed in every environment in North America such as Alaska, North East, Midwest, ocean communities and the high humidity south. T2 Complies.



- Units shall be vandal-resistant and corrosion resistant
Cosmo provides the highest levels of security with its robust 12-gauge cold rolled steel cabinet and special anti-corrosion coating that can withstand harsh northern and coastal environments. There are no exposed screws and all payment options are flush mounted to discourage fraud and vandalism. The cabinet has a powder-coating paint that is electrostatically baked on, this protects against scratches and chips and allows graffiti to be easily removed with readily available solvents.
Security is core to the Cosmo design. T2 implements high-security cylinder locks that meet the UL 437 standard. These locks have a unique telescopic pin tumbler mechanism with internal and external pins. This design, together with the lock's patented plug, delivers anti-pick resistance. The lock is mounted and recessed inside the cabinet, with a slide cover providing added protection. If the lock is to be punched such that the cam is dislodged, it is virtually impossible to access the cabinet doors. Cosmo also monitors itself for any potential vandalism or tampering of the locks using shock and vibration sensors in the cabinet. If a sensor gets triggered, Cosmo can send an alarm to designated pagers, e-mail addresses, and/or mobile phones. T2 Complies.
- Screen shall be touch screen capability or color or both
Cosmo uses a color screen to interact with customers. T2 Complies.
- Unit shall be self-explanatory for customer to operate; eliminating the need for external signage or excessive directions and stickers
Instructional steps located on the pay station as well as an intuitive menu screen help guide the consumer through rate selections and transaction processing. No confusing decals need to be applied as the pay station is very user-friendly. T2 Complies
- Unit shall have capability to “waken” via sensor upon customer’s approach eliminating need for external signage to turn unit on.
Proximity sensors are not available on pay stations. When tested years ago we found that pay stations, especially on street, would constantly be activated by non-parker actions. This would drain the batteries and add to battery swap labor and poor parker experience. T2 does not comply.
- Maintenance door shall be tamper-resistant with multiple locking points
The pay station maintenance cabinet door is tamper resistant and has multiple locking points. T2 Complies.
- Currency door shall be tamper-resistant with multiple locking points
The pay station collections cabinet door is tamper resistant and has multiple locking points. T2 Complies.
- Vendor shall provide real-time credit card authorization
When connected to Digital Iris with either an Ethernet or wireless modem connection, credit card transactions can be authorized in real time. T2 Complies



- Units must shall have 13W solar powered panel capable of efficiently charging battery in unit utilizing ambient light.
T2 pay stations use a 19W dual cell solar panel for maximum efficiency. A solar panel operates in a series design best. Meaning that the all parts of the panel have to be fully functional to get maximum results. If even a portion of the panel is covered by shadow, debris or dust then the efficiency and output decrease. With the dual panel design on T2 pay stations the panel is split into 2 separate circuits. So if one circuit is prevented from operating at peak efficiency it does not impact the second circuit. Charging current is maximized even in adverse conditions.
Direct sunlight is always the best for a solar panel to operate, but ambient light charging and operation is possible. The amount of charge current available to the batteries is significantly decreased in ambient light only conditions, regardless of all other factors. If the pay station is in a busy location then battery swaps will be more frequent. If the pay station does not see a lot of transaction activity battery swaps will be less frequent. T2 Complies.
- Unit(s) shall be installed with new battery that meets unit requirements
All T2 pay stations are provided with a new battery. The expected battery life is 400 cycles at 50% depth of discharge. It is typical to get between 3 and 5 years of operation out a battery under normal use. T2 Complies
- Unit shall have high performing power source and panel charging performance
The solar panel is more than adequate to charge the battery. In case of AC power, the power supply is able to provide the required power to operate the pay station. T2 Complies
- Guarantee of a minimum of 3 year life of each battery
T2 Complies.
- Units shall be interchangeable as a solar-powered or A/C unit at no additional cost
T2 Complies.
- Units alerts must include communication, audit, battery, and general maintenance
The pay station provides alerts to communicate with Digital Iris, and provides information to Digital Iris on battery health, audit, collection status and amount in each collection container. T2 Complies.
- Back office system shall have real-time reporting capability including financial reporting, revenue balance, collection, purchase, card transaction, and maintenance alert/alarm status
Designated personnel with access to Digital Iris are able to generate reports with real-time data remotely on any computer with an internet connection. T2 Complies.
- 100% one year warranty on parts and service
T2 provides warranty in line with our Warranty, Maintenance and Technical Support Program. T2 Complies.



- 10 year guarantee of PCI-DSS compliant requirements.
The T2 pay station application carries a PA-DSS certification on shipment and any software updates to maintain that certification will be available as required. T2 maintains its standing with VISA as a Global Level 1 Service Provider. With T2 SecurePay pay stations can also be PCI-P2PE compliant for the next generation standard in card data security.

PCI Website (www.pcisecuritystandards.org)

- **Search: T2 Systems Canada (Payment Application PA-DSS)**
- **Network Merchants, LLC (PCI-P2PE Solutions)**

VISA Service Providers (<https://www.visa.com/splisting/searchGrsp.do>)

- **Search: T2 Systems Canada**

T2 Complies.

- Option for Maintenance Agreement for life of unit(s)
T2 can offer a preventative maintenance program or an on demand based program. Pricing can be provided based on what the City is needing.
- 10 year guarantee of all hardware, software and firmware including modem upgrades and battery-powered performance. **T2 Systems guarantees to make all T2 managed hardware, software, firmware, modem upgrades, and battery performance upgrades available to Lake Geneva. Depending on the nature of the upgrade most will be at no cost with warranty coverage, while others may require additional fees to utilize. T2 cannot guarantee upgrades or changes that are not approved for use on T2 pay stations. T2 can also not guarantee delivery of custom or special request features and product changes. We are always looking forward to better the solutions we offer to customers and are very interested in feedback and potential changes that can be developed.**
- 10 year guarantee of all parts availability to support units. **T2 Systems has always had the position that if the parts are still available in the market place then we will make them available to our customers. T2 participates in last time buy orders to support current customers with certain configurations and plans to continue this practice going forward.**

Vendor shall provide an annual assessment, or upon the request of the Parking Manager, of the City's entire meter operations in order to plan for future upgrades, new technology integrations and/or solve reoccurring issues at no cost to the City **T2 Complies.**

- There shall be a Financial penalty of \$1,000 per day for any operational interference due to failed data communication and/or equipment failure until resolved/ per unit
T2 takes exception to the financial penalty and requests to negotiate this term upon award.
- Support service shall be available Monday through Saturday including holidays
T2 offers toll free 24/7 client support to provide the City with the best service offering in the industry. T2's support is available by telephone, e-mail, and portal service through the T2 Hub. T2's regular business hours are 8:00 a.m. to 8:00 p.m. EST, Monday through Friday (exclusive of holidays). During non-business hours, weekends, and holidays, T2 provides an emergency response pager service.
More information is available on the Paystation Warranty Addendum provided in the Appendix.



Equipment Requirements

6.1 Equipment List

Product Code	Product Name
104.0001	Luke II/Luke Cosmo Bundle – Software Version 7
900.0077	Luke Cosmo CC & COIN Only - NON ESCROW
880.4105	Modem Kit-Internal LTE/GSM L2V5/LC
460.0051	SIM CARD-Digital Connect-AT&T - KORE
880.4101	Lock Maintenance-LC
450.0018 / 9	Keys Green / Red - S/L/LR/L2
880.4102	Lock Collection-LC
115.0771	Coin Canister-LC
663.0027	Paper 2in - For High Moisture

SECTION 8: COST PROPOSAL REQUIREMENTS

T2 Systems - Confidential Quotation



For: City of Lake Geneva
Quote: Q-06100
Date: 11/26/2019
Expires: 2/24/2020

Bill To

City of Lake Geneva
626 Geneva St.
Lake Geneva, Wisconsin 53140
United States

Ship To

City of Lake Geneva
626 Geneva St.
Lake Geneva, WI
53140
United States

Prepared By:

Jody Backes

Blaine Oborn

Phone: (262) 248-3673 Ext. 5156

Email: cityadmin@cityoflakegeneva.com

EIN: 39-6005495

Prepared For:

Sylvia Mullally

Subscriptions

Product Code	Product Name	Base Unit Price	Quantity	Discount	Sales Price	Total
104.0031	DO NOT USE Digital Iris + Software + Digital Connect Yearly Subscription Bundle	USD 0.00	63.00	0.000	USD 0.00	USD 0.00
100.7117	Digital Iris + Software (Year)	USD 815.00	63.00	44.049	USD 28,728.00	USD 28,728.00
100.7844	United Public Safety Integration (Year)	USD 120.00	63.00	50.000	USD 5.00	USD 315.00
100.7123	Digital Connect - AT&T Add-On(Year)	USD 120.00	63.00	0.000	USD 120.00	USD 7,560.00
100.7120	Digital Pay Station - Extended Warranty with Premium Support (Year)	USD 880.00	63.00	31.932	USD 37,737.00	USD 37,737.00

Product Code	Product Name	Base Unit Price	Quantity	Discount	Sales Price	Total
\$599/unit/year for year 2+						
TOTAL:						USD 74,340.00

Services

Product Code	Product Name	Base Unit Price	Quantity	Discount	Sales Price	Total
100.0102	Digital Connect Activation Fee LTE AT&T	USD 30.00	63.00	60.000	USD 12.00	USD 756.00
100.0055	One Day Training with Travel	USD 2,500.00	1.00	0.000	USD 2,500.00	USD 2,500.00
100.0056	One Day Training w/o Travel	USD 750.00	2.00	0.000	USD 750.00	USD 1,500.00
100.0053	One Day Installation w Travel	USD 0.00	1.00	0.000	USD 0.00	USD 0.00
TBD						
TOTAL:						USD 4,756.00

Hardware

Product Code	Product Name	Base Unit Price	Quantity	Discount	Sales Price	Total
104.0001	Luke II/Luke Cosmo Bundle	USD 0.00	63.00	0.000	USD 0.00	USD 0.00
900.0077	Luke Cosmo CC & COIN Only - NON ESCROW	USD 10,895.00	63.00	60.000	USD 4,358.00	USD 274,554.00
AC available at same price						
880.4105	Modem Kit-Internal LTE/GSM L2V5/LC	USD 920.00	63.00	60.000	USD 368.00	USD 23,184.00

Product Code	Product Name	Base Unit Price	Quantity	Discount	Sales Price	Total
460.0051	SIM CARD-Digital Connect-AT&T - KORE	USD 30.00	63.00	60.000	USD 12.00	USD 756.00
880.4101	Lock Maintenance-LC	Included	63.00	0.000	Included	USD 0.00
CREATE NEW						
450.0018	Key-Green Ex.Access-S/L/LR/L2	USD 30.00	2.00	60.000	USD 12.00	USD 24.00
450.0019	Key-Yellow Ex.Access-S/L/LR/L2	USD 30.00	1.00	60.000	USD 12.00	USD 12.00
880.4102	Lock Collection-LC	Included	63.00	0.000	Included	USD 0.00
CREATE NEW						
450.0018	Key-Green Ex.Access-S/L/LR/L2	USD 30.00	2.00	60.000	USD 12.00	USD 24.00
450.0019	Key-Yellow Ex.Access-S/L/LR/L2	USD 30.00	1.00	60.000	USD 12.00	USD 12.00
115.0771	Coin Canister-LC	USD 600.00	126.00	60.000	USD 240.00	USD 30,240.00
663.0027	Paper 2in - For High Moisture	USD 41.00	63.00	36.585	USD 26.00	USD 1,638.00
TOTAL:						USD 330,444.00

Other

Product Code	Product Name	Base Unit Price	Quantity	Discount	Sales Price	Total
***	Comment	USD 0.00	1.00	0.000	USD 0.00	USD 0.00
USING EXISTING IRIS PROFILE. JODY TO CONFIRM WITH SUPPORT THAT PROFILE IS STILL ACTIVE.						
***	Comment	USD 0.00	1.00	0.000	USD 0.00	USD 0.00
OPTIONAL UPGRADES: Add EMV/contactless payment - \$1360 per unit discount already applied = \$85,680.00 for 63 units T2 Secure Pay Gateway set up - \$400 T2 Secure Pay Terminal set up - \$1575 (\$25 per unit) Monthly T2 Secure Pay - \$35 per unit per month						

Product Code	Product Name	Base Unit Price	Quantity	Discount	Sales Price	Total
TOTAL:						USD 0.00

Net Total: USD 409,540.00

Tax Amount: USD 0.00

Tax Comments:

N/A

Total: USD 409,540.00

Additional Information

Freight Term: FOB-VEND-PP

Payment Terms: N30

IRIS Profile: City of Lake Geneva

End User: City of Lake Geneva

GP Customer Number: 2453

Billing Terms

Software subscriptions are invoiced upon Activation.

Terms and Conditions for Digital Iris services are available at:

<http://www.t2systems.com/terms-conditions>

Upon shipping, 100% of order will be invoiced, with the exceptions of (if applicable):

- Software subscriptions, as outlined above;
- Upon provision, 100% of services, training and/or installation will be invoiced.

As indicated on quote - Shipping costs are to be determined at time of shipment, are estimates only or are set amounts. Actual costs will be reflected on invoices unless set amount has been provided.

Tax rate, if applicable, will be finalized at time of invoicing.

Invoices paid via credit card will incur a 2.5% convenience fee.

Terms and Conditions of Sale are available at <http://www.t2systems.com/terms-conditions>

Project Term and Change Management

The parties anticipate that T2's Service will begin 10 business days after the dates sales order. The parties estimate that services will be complete within 120 days from start of the project. The timeline may be extended due to availability of required Equipment and Software, availability of client or T2 personnel, changes to the project scope or functional specification. In addition to schedule changes, changes in the Project may result in additional fees such as project re-engagement and/or change orders.

In the event that the scope changes, the Customer will be notified in advance and must provide written approval (via a signed Change Order) to proceed. The new scope will not proceed until the Change Order is executed.

Quote Number: Q-06100

PO Required?

IF "NO" IS SELECTED UNDER PO REQUIRED, CUSTOMER ACCEPTS RESPONSIBILITY TO PROCESS CONTRACT PAYMENT WITHOUT RECEIPT OF PURCHASE ORDER NUMBER.

Customer

Signature

Print Name

Title

Date

PO #



SECTION 9: BID PROPOSAL

2019,

- a. Name, Model Number, and Description of Unit/Software version.

**Luke Cosmo AC/Solar (Specifications can be found in the Appendix)
Software Version: 7**

- b. Price per unit.: **\$4979.00**

- c. Shipping/Handling. **\$135.00 per unit**

- d. Installation/Activating fees. **\$595.00 per unit**

- e. Description of signage included. **\$0. The pay station includes operating instructions and no additional signage needed.**

- f. Back-office cost-subscription cost per month/annual per unit. **\$52 per unit/month. AT&T included as communications.**

- g. Description of unit communication service/cell carrier name. **AT&T**

- h. Estimated latency time (in seconds) in transferring data from meter communication to existing City enforcement system. **Can be five seconds or less with a major dependency on your enforcement integrator**

- i. Cost of (modem communication) service per unit per month (mandatory 4G/LTE). **AT&T included in monthly subscription cost. If Verizon, \$10 additional per unit/per month**

- j. Description of Maintenance Coverage/Warranty Agreement per unit (based on 10 month agreement) (mandatory 1st year free) **T2's Paystation Warranty Addendum (provided in the Appendix lists our Warranty Agreement. Year One (1) included. Starting from Year Two (2) \$250 per visit during normal business hours M-F 7am-4pm. Additional \$200 per visit outside of normal business hours and on holidays.**

- k. Cost of Maintenance Agreement per unit/annually. **Year one included. Year 2 \$599 per unit per year. \$250 per visit during normal business hours M-F 7am-4pm. Additional \$200 per visit outside of normal business hours and on holidays. Preventative Maintenance schedule and quote available for Lake Geneva upon request.**

- l. Support Services fees. **No cost. Included with Year one warranty and future warranty.**

- m. User Fees (proposal shall include any fees to the City associated with the installation or inclusion of mobile payment or wayfinding applications). **UPS integration included in current monthly subscription. T2 to offer 3 additional integrations at \$10 per unit/month.**

- n. Misc. fees including itemized wires, cords, batteries, currency canisters and any and all items needed in the installation, activation and/or daily performance of unit. **\$15120.00 (63 spare Coin Canisters) and \$1638.00 (63 paper)**



- o. Description of power source/battery amp/specs.
Battery – 2 x 18ah batteries.
Power Supply – 120v AC power
Solar Panel – 19W panel
- p. Estimated battery life in unit before (manual) re-charge (outside of solar charger). **Battery operational for at least 60 transactions per day for 10 days before requiring charging.**
- q. Description of Solar Panel and unit charging process-specs. **The solar panel is a 19W dual circuit panel.**
The modular battery can be easily serviced with basic tools without having to worry about data loss and can last for five years without needing to be replaced. Additionally, the voltage can be checked at the pay station by logging into the Service Menu or remotely by logging into Digital Iris.
Cosmo has been designed with a power management system to reduce consumption and maximize reliability. This new system has reduced the amount of energy used by the pay station by up to 75 percent thereby reducing capital expenditure and labor costs to replace discharged batteries while still maintaining all existing features. A sleep timer can be enabled to determine the duration of time the pay station’s LCD screen stays on with full power after a transaction is completed. Once in sleep mode, the pay station energy draw is reduced by over 95 percent.
Cosmo can function on battery alone for 28 days producing 40 transactions per day
Cosmo’s solar panel is angled at a near to flat position to enhance the aesthetics of the pay station. T2’s extensive test and research performed on the solar panel under ambient light have shown that this position is highly suited to maximizing the charge under a variety of environmental conditions.
- r. Any and all other fees associated with the installation, maintenance, hardware, software, performance and firmware. **All costs detailed above. Optional cost to remove current pay station \$150 per unit with additional cost for disposal.**
- s. Total Cost per unit. **\$5245.00 (includes spare coin canister and paper)**
- t. Total Cost for 35 units. **\$183,575.00**
- u. Total Cost for 63 units. **\$330,435.00**
- v. Anticipated upgrade costs in 3-5 years. **T2 does not anticipate additional costs for Software releases as included in back office subscription costs**



2020, \$

- a. Name, Model Number, and Description of Unit/Software version.
**Luke Cosmo AC/Solar (Specifications can be found in the Appendix)
Software Version: 7**
- b. Price per unit. **\$4979.00**
- c. Shipping/Handling. **\$135.00 per unit**
- d. Installation/Activating fees. **\$595.00 per unit**
- e. Description of signage included. **\$0. The pay station includes operating instructions and no additional signage needed.**
- f. Back-office cost-subscription cost per month/annual per unit. **\$52 per unit/month. AT&T included as communications.**
- g. Description of unit communication service/cell carrier name. **AT&T**
- h. Estimated latency time (in seconds) in transferring data from meter communication to existing City enforcement system. **Can be five seconds or less with a major dependency on your enforcement integrator**
- i. Cost of (modem communication) service per unit per month (mandatory 4G/LTE). **AT&T included in monthly subscription cost. If Verizon, \$10 additional per unit/per month**
- j. Description of Maintenance Coverage/Warranty Agreement per unit (based on 10 month agreement) (mandatory 1st year free) **T2's Paystation Warranty Addendum (provided in the Appendix lists our Warranty Agreement. Year One (1) included. Starting from Year Two (2) \$250 per visit during normal business hours M-F 7am-4pm. Additional \$200 per visit outside of normal business hours and on holidays.**
- k. Cost of Maintenance Agreement per unit/annually. **Year one included. Year 2 \$599 per unit per year. \$250 per visit during normal business hours M-F 7am-4pm. Additional \$200 per visit outside of normal business hours and on holidays. Preventative Maintenance schedule and quote available for Lake Geneva upon request.**
- l. Support Services fees. **No cost. Included with Year one warranty and future warranty.**
- m. User Fees (proposal shall include any fees to the City associated with the installation or inclusion of mobile payment or wayfinding applications). **UPS integration included in current monthly subscription. T2 to offer 3 additional integrations at \$10 per unit/month.**
- n. Misc. fees including itemized wires, cords, batteries, currency canisters and any and all items needed in the installation, activation and/or daily performance of unit. **\$15120.00 (63 spare Coin Canisters) and \$1638.00 (63 paper)**



- o. Description of power source/battery amp/specs.
Battery – 2 x 18ah batteries.
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- r. Any and all other fees associated with the installation, maintenance, hardware, software, performance and firmware. **All costs detailed above. Optional cost to remove current pay station \$150 per unit with additional cost for disposal.**
- s. Total Cost per unit. **\$5245.00 (includes spare coin canister and paper)**
- t. Total Cost for 35 units. **\$183,575.00**
- u. Total Cost for 63 units. **\$330,435.00**
- v. Anticipated upgrade costs in 3-5 years. **T2 does not anticipate additional costs for Software releases as included in back office subscription costs**



SECTION 10: CONTINGENCIES

- a. Percent Increase/decrease (circle one) for 2020 will be **Zero 0%** in addition/subtraction (circle one) to 2019 rates.
- b. Required Alternate #1. Supply (30) thirty additional batteries matching those supplied in the original document. Additional price, if any. **\$1,740.00**



SECTION 11: TRAINING AND INSTALLATION SCHEDULE

All vendors shall submit a project management schedule and be expected to maintain the schedule throughout the installation of the system. The schedule shall include:

- a) Estimated timeline of training on software and equipment
An exact timeline can be provided as part of our project management plan. A typical training takes 3 days.
- b) Training fees
\$4,000.00 for 3 days onsite training which includes travel.
- c) Estimated timeline of installation of one unit
Approximately 2.5 hours to install one unit.
- d) Estimated timeline of installation of 63 units
Approximately 6-8 units can be installed per day with a 3 person team.
- e) Date of certain completion
14 days from the start of install.

Timeline

T2, the City of Lake Geneva can consult and agree on a schedule that will generally follow these timelines:

TIMING	PROJECT TASK
Immediately following awarding of contract	PROJECT PREPARATION ACTIVITIES Project Manager is assigned to work with the City of Lake Geneva. Initial activities would include: <ul style="list-style-type: none"> ▪ Gathering contact information of all individuals who will be involved in the installation and training ▪ Coordinate all site preparation activities for installation of pay stations ▪ Facilitate testing and implementation of any network connectivity that may be part of the proposed solution
4 to 6 weeks (concurrent with manufacture of pay stations)	SITE REVIEW AND PREPARATION Review the proposed install locations and evaluate necessary City resources. This preparation would include the installation of any bolts corresponding to the mounting pattern as well as signage.
4 to 8 weeks after award of contract	SHIPMENT AND DELIVERY OF PAY STATIONS
Completed within two weeks of the arrival of pay station	INSTALLATION AND TESTING OF PAY STATIONS
Prior to installation and testing	TRAINING Please refer to the "Training Outline" section.



Following completion of installation and testing	POST- INSTALLATION REVIEW Following training, the assigned Project Manager will remain the key point person for the City for a period of at least one month to ensure all operations are running smoothly.
	VENDOR INTEGRATION The T2 Project Manager will be the primary point person for the City to ensure a smooth deployment and integration with the other technology partners selected.



SECTION 12: CERTIFICATION STATEMENT

- a. I hereby certify that all statements herein are made on behalf of **T2 Systems, Canada, Inc.** and that I have examined and carefully prepared this Proposal from the specifications/requirements and that I have full authority to make such statements and submit this proposal.

Company: **T2 Systems, Canada, Inc.**

Name: **Joe Weiler**

Signature: A DocuSigned signature box containing a handwritten signature of Joe Weiler. The box is labeled 'DocuSigned by:' and includes a unique identifier '1157447A700243B...' below the signature line.

Title: **Vice President – Sales Operations**

Phone: **317.524.5500**

Email: **joe.weiler@t2systems.com**



SECTION 13: QUALIFICATIONS

T2 Systems, Canada, Inc.
4321 Still Creek Drive
Unit 330
Burnaby, BC
Canada V5C6S7

T2 Systems was founded in 1994 with one simple goal: make parking better. Our focus is on our customers, which means giving you more solutions to make parking management as seamless as possible. Our UNIFI Parking Management Platform is the parking industry's most comprehensive solution suite and puts all the tools you need at your fingertips—with one place to manage all aspects of Parking.

T2 Systems, Canada, has over 25,000 pay stations installed in a variety of environments, from cold climates in the Atlantic northeast, to the deserts of the southwest. Our pay stations are well suited to the wet and rain of the Pacific northwest to the hot and humid climate of the southeast.

We manufacture our pay stations ourselves at our assembly in Burnaby, BC and work directly and with our independent partners to provide service and maintenance of our machines all over the continent.

More than 1,600 organizations across North America partner with T2 to utilize available parking more efficiently, improve customer service and significantly increase parking revenue. We serve customers who operate locally, regionally, and nationally—many of whom are parking industry leaders and award-winners.

Our innovative and scalable solutions are designed to meet the needs of virtually any organization, including Universities, Municipalities, Airports, Medical Centers, and Transit Organizations.

Our online T2 Customer Community is the industry's largest, and allows 5,000+ parking professionals from across the globe to answer each other's questions and share best practices.



SECTION 14: INSURANCE QUESTIONNAIRE

a. Length of time in business **25** years.

b. Company is insured as follows:

Name of Insurance Company: **Berkley National Insurance Company**

Berkley Regional Insurance Company

AXIS Insurance Company

Agency: **Willis of Michigan, Inc**

Policy Number: **W8715169** Expiration Date: **10/31/2020**



SECTION 15: BUSINESS REFERENCES

Vendors must provide (3-5) five references of current clients within 100 miles of the City. References should have similar scope, volume and requirements to those outlined in this RFP.

Reference #1

- a. Company/Agency Name: **Chicago Parks District**
- b. Contact person (name and title): **Ivan Matic-Senior Regional Manager SP Plus**
- c. Completed street address: **200 E. Randolph Street, Suite 5475. Chicago, IL 60601**
- d. Telephone number: **312-343-3821**
- e. Email address: **imatic@spplus.com**
- f. Type of business: **Parking Management**
- g. Dates of service: **2010-Present**
- h. Size (number of multi-space meters/pay stations): **119+units**
- i. Contract value: **\$950K-1.2 million**
- j. Description of work performed: **T2 performed the manufacture and delivery of pay stations.**

Reference #2

- a. Company/Agency Name: **Secure Parking**
- b. Contact person (name and title): **Ryan Hawken-Managing Partner**
- c. Completed street address: **626 E. Wisconsin Ave., Suite 1410, Milwaukee, WI 53202**
- d. Telephone number: **414-614-1975**
- e. Email address: **rhawken@secureparkingusa.com**
- f. Type of business: **Parking Management Company**
- g. Dates of service: **2014-Present**
- h. Size (number of multi-space meters/pay stations): **18+**
- i. Contract value: **200K-250K**
- j. Description of work performed: **T2 performed the manufacture and delivery of pay stations.**

Reference #3

- a. Company/Agency Name: **Chicago Transit Authority**
- k. Contact person (name and title): **Ivan Matic-Senior Regional Manager SP Plus**
- b. Completed street address: **65 East Harrison Street, Chicago, IL 60605**
- c. Telephone number: **312-343-3821**
- d. Email address: **imatic@spplus.com**
- e. Type of business: **Parking Management**
- f. Dates of service: **2010-Present**
- g. Size (number of multi-space meters/pay stations): **40+units**
- h. Contract value: **\$380K-450**
- i. Description of work performed: **T2 performed the manufacture and delivery of pay stations.**



The following two references are outside the 100-mile radius but T2 feels that these customers are important to reference. They provide more information and background into T2's capabilities and service.

Reference #4

- a. Company/Agency Name: **Ann Arbor Development Authority**
- b. Contact person (name and title): **Jada Hahlbrock-Manager at Parking Services**
- c. Completed street address: **150 S. Fifth Ave., suite 301, Ann Arbor, MI 48104**
- d. Telephone number: **734-567-8025**
- e. Email address: **JHahlbrock@a2dda.org**
- f. Type of business: **Downtown Parking Authority**
- g. Dates of service: **2011-Present**
- h. Size (number of multi-space meters/pay stations): **338 Pay Stations**
- i. Contract value: **3.1-3.5 million**
- j. Description of work performed: **T2 performed the manufacture and delivery of pay stations.**

Reference #5

- a. Company/Agency Name: **University of Wisconsin-LaCrosse**
- b. Contact person (name and title): **Victor Hill-Director of Parking & Transportation Services**
- c. Completed street address: **1725 State Street, LaCrosse, WI 54601**
- d. Telephone number: **608-785-8056**
- e. Email address: **VHill@uslax.edu**
- f. Type of business: **University Parking Services**
- g. Dates of service: **2016-Present**
- h. Size (number of multi-space meters/pay stations): **9+**
- i. Contract value: **100K-150K**
- j. Description of work performed: **T2 performed the manufacture and delivery of pay stations.**

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Appendix

Luke[®] Cosmo

MULTI-SPACE PAY STATION FOR ON-STREET PARKING ENVIRONMENTS

Luke[®] Cosmo is a multi-space pay station designed specifically for on-street parking in communities and cities, big and small. Luke Cosmo features the shallowest parking cabinet available in the market today. With its slender profile, Luke Cosmo is pedestrian- and maintenance-friendly with easy access for servicing. Powered by an integrated solar panel and 4G LTE communications, it's designed for high performance in the on-street environment. Luke Cosmo accepts coins and credit cards and features an intuitive top-to-bottom payment flow. Luke Cosmo is built with the robust T2 Luke pay station platform and integrates with Iris™, T2's cloud-based backend software. Luke Cosmo exceeds customer service expectations and delivers superior performance.

Features For Parkers

- Range of convenient payment options such as coins, credit cards, smart cards, passcards (value cards, campus cards), coupons, and Pay-by-Phone services
- Top-to-bottom payment flow makes it easy and intuitive to use
- Contactless payments for rapid parking transactions
- Extend-by-Phone service provides expiration reminders and the ability to add time via mobile phone
- 38-key full alphanumeric keypad for easy license plate entry
- Large color screen that is easy to read
- Prompts in multiple languages
- Ability to pay for parking or add time using any pay station in the system
- Coin escrow refunds consumers' money upon a cancelled transaction
- Easily recognizable design identifies machine as a parking pay station

Features For Parking Operators

- Separate maintenance and collections compartment for enhanced security
- Theft-resistant design to protect coins and internal components
- Service-friendly design reduces maintenance costs
- Patented enhanced locking mechanism and electronic lock support for added security
- PCI compliant and PA-DSS validated system ensures credit card data security
- Optional T2 SecurePay upgrade for PCI-P2PE and EMV transaction acceptance
- Pay-and-Display, Pay-by-Space, and Pay-by-License Plate on the same pay station
- Remote configuration of rates and policies saves time and money
- Integration with leading parking technology partners for a complete solution
- Flexible rate structures and diverse payment options can increase revenue
- Reduced collection costs with a large coin canister
- Real-time credit card processing to reduce processing fees and eliminate bad debt
- Real-time reporting and alarming
- Complete audit trail and rich analytics

ABOUT T2 SYSTEMS

T2 Systems is the largest parking technology provider in North America, with more than 24 years in the parking industry and currently serving thousands of parking professionals. T2 integrates the best people, processes, and technology for powerful, high performance, and secure parking solutions. Its open technology and processes are used to manage more than 200 million parking transactions for over 2 billion dollars annually across all 50 states and ten provinces in Canada. Customers rely on T2 for multi-space pay stations, permit management, enforcement, LPR, PARCS, business intelligence, vehicle counting, citation services, and event parking.

To learn more about T2's reliable and innovative parking technology solutions, visit T2systems.com.



COSMO SPECIFICATIONS

Cabinet	<i>Stainless steel cabinet and doors</i>
Payment Options	<i>Coins, credit cards, contactless payments, smart cards, value cards, campus cards, coupons, Pay-by-Phone services; coin escrow optional; no bill acceptance</i>
Card Reader	<i>Cards are not ingested - no moving parts; reads Tracks 1, 2, and 3 of all magnetic stripe cards conforming to ISO 7810 and 7811; reads and writes to chip-based smart cards conforming to ISO 7810 and 7816; optional EMV certified P2PE card reader available (T2 SecurePay)</i>
Printer	<i>2" receipt width</i>
Display	<i>Color backlit LCD with 640x480 resolution</i>
Keypad	<i>38-key alphanumeric with tactile buttons</i>
Locks	<i>Can be re-keyed twice without removal of lock cylinder; electronic locks optional</i>
Access	<i>Separate compartments for maintenance and collections</i>
Communication Options	<i>4GLTE, Ethernet</i>
Environmental Requirements	<i>-4°F to 140°F (-20°C to 60°C)*; relative humidity: up to 95%</i>
Power	<i>Integrated solar panel</i>
Operational Modes	<i>Pay-and Display, Pay-by-Space, Pay-by-License Plate</i>
Multilingual Support	<i>Up to four languages using Roman or non-Roman characters</i>
Audible Alarm	<i>Sense shock and vibration</i>
Color	<i>Charcoal gray; additional colors optional</i>
Standards	<i>ADA compliant, PCI compliant, PA-DSS validated</i>

Standard



Charcoal Gray

Premium



Jet Black



Pebble Gray



Racing Green



Marine Blue



Citrus Yellow



Exceptions and Sample Agreement

Section 5: Specifications

T2 takes exception to the financial penalty and requests to negotiate this term upon award.

Section 7: Indemnification

T2 Exception – T2 requests to include a Limits of Liabilities section to cap any and all liability to the amount of money paid by the City.

T2 provides the following sample agreements to be used toward the final agreement between T2 and the City of Lake Geneva



T2 UNIFI™ Master Customer Agreement

This Master Customer Agreement (the "Agreement") is made by and between T2 Systems, Inc. ("T2 Systems") and _____ ("Customer") as of the Effective Date set forth below.

1. **BACKGROUND.** The Agreement establishes a Customer's overall contractual framework and the applicable terms and conditions. Under the Agreement, Customer may acquire or license Products and procure Services by entering into Addenda. Each Addendum may be entered into and will be executed by Customer and T2 Systems or one of its Affiliates (T2 Systems and its Affiliates collectively "T2") and will be incorporated herein. Each Addenda shall incorporate in total the Agreement. In the event of any conflicts in the terms of the applicable Addenda and the Agreement, the terms of the Addenda shall control.

2. **DEFINITIONS.** In this Agreement:

- (a) **"Addenda"** or **"Addendum"** means the document, which may include a Quote or Order Form, executed by Customer and T2 Systems or one of its Affiliates under this Agreement to place orders for Products and Services.
- (b) **"Affiliate"** means, in respect of an entity, any entity which directly or indirectly controls, is controlled by, or is under common control with such entity. "Control" for purposes of this definition, means direct or indirect ownership or control of more than 50% of the voting interests of an entity.
- (c) **"Confidential Information"** means and includes any written or orally or visually disclosed information relating to the disclosing party's business identified as "confidential" or "proprietary" or which the receiving party should reasonably know is confidential or not generally known to the public, including, without limitation:
 - (i) all know-how, technology, Documentation and other proprietary information owned, licensed, used or developed by the disclosing party, including proprietary rights protected by trade secret and other intellectual property rights, and
 - (ii) all information relating to the disclosing party's business, the source code for the Software, the Services, and to all other aspects of the disclosing party's structure, personnel, operations, financial matters, marketing, commercial strategies, customer lists, customer data, contractual records, correspondence, products, programs, devices, concepts, inventions, designs, methods, data, and items provided to the disclosing party by third parties subject to restrictions on use or disclosure.
- (d) **"Customer Data"** means the data provided to T2 by Customer and Customer's authorized end users who access or use Software as permitted in an Addendum.
- (e) **"Documentation"** means the documentation, help files, user manuals, handbooks and any other written or electronic material relating to the Products and Services provided by T2 to its customers from time to time.
- (f) **"Effective Date"** means the date on which this Agreement is executed by both Customer and T2 Systems as indicated below.
- (g) **"Hardware"** means the T2 hardware sold and provided by T2 to Customer under an Addendum.
- (h) **"Products"** means the T2 products licensed or sold by T2 to Customer under an Addendum including Software and Hardware.
- (i) **"Quote"** or **"Order Form"** means the sales quote provided by T2 to Customer related to the ordering of Products and/or Services as set forth in the applicable Addendum. Unless otherwise stated in the Quote, each Quote is incorporated and made part of the applicable Addendum.



- (j) "**Representatives**" means, in respect of a party, the directors, officers, employees, agents and contractors of such party.
- (k) "**Services**" means the T2 services provided by T2 to Customer under an Addendum.
- (l) "**Software**" means the T2 Software licensed by T2 to Customer under an Addendum.

All other terms defined in this Agreement shall have the meanings ascribed thereto.

- 3. **TERM.** This Agreement shall commence on the Effective Date and remain in full force and effect until terminated in accordance with its terms.

4. **FEES AND PAYMENT.**

- (a) Customer agrees to pay to T2 the fees plus all applicable taxes as set forth in the applicable Addendum.
- (b) All fees are exclusive of all taxes, duties and levies of any kind, including any sales, use, excise, value-added and other applicable taxes, withholdings, and governmental charges (collectively, "**Taxes**"). Customer shall pay all applicable Taxes, other than taxes on T2's income. If T2 pays any such amounts on behalf of Customer, Customer shall reimburse T2 upon presentation of proof of payment. If Customer claims an exemption from any such taxes, Customer shall provide to T2 an appropriate exemption certificate. If Customer challenges the applicability of any tax, Customer shall nevertheless pay the same to T2 and Customer may thereafter challenge the tax and seek a refund thereof. Customer agrees to indemnify and hold harmless T2 from any cost, fee, penalty or expense (including counsel fees) in connection with any assertion by any taxing authority that T2 has failed to collect and remit their sales or use tax on transactions hereunder or to pay any property taxes on the copies of the Software in Customer's possession but shall have no such obligation to T2 with respect to any amount paid by Customer to T2 and not remitted to the relevant taxing authority.

5. **OWNERSHIP.**

- (a) Customer acknowledges that T2 has developed and uses valuable technical and non-technical information, trade secrets, know-how and the like in the supply of the Products and Services. Customer agrees that, except for the limited right to use the Products or Services as set out in this Addendum, all rights, title and interest in and to the Products and Services, Documentation, and any other hardware, software, equipment and materials used by T2 in conjunction with the delivery of the Products and Services, shall remain vested in T2 or its third party suppliers. Any Software provided under an Addendum will be licensed not sold to Customer.
- (b) Customer agrees that any copies made of the Software, Documentation, any other T2 Confidential Information and any other material obtained from T2 shall preserve unaltered patent, trademark, copyright, proprietary or confidentiality notices contained therein.
- (c) Each party recognizes and acknowledges the great value of the goodwill associated with the name and trademarks of the other party, and the identification of the proprietary party's goods or services therewith. Each party agrees that it obtains no rights, title or interest of any kind in or to any of the trademarks, tradenames, logos, service marks or other markings belonging to the other party or its suppliers.

6. **CONFIDENTIALITY.**

- (a) Each party agrees to hold all Confidential Information of the other party in strictest confidence, not to make use thereof other than for the performance of this Agreement, to disclose such Confidential Information only to its Representatives who are under an obligation of confidentiality with respect thereto and who require such information for the performance of their duties, and



not to disclose such Confidential Information to any third parties, except with the disclosing party's prior written consent; provided, however, that the foregoing restrictions shall not apply to Confidential Information of the other party:

- (i) that is now or hereafter in the public domain through no action or failure to act on the part of the receiving party or its Representatives;
 - (ii) that was received by or was available to the receiving party from a third party without any obligation of confidentiality to the disclosing party;
 - (iii) that is independently developed by or for the receiving party by persons who have not had access to the Confidential Information of the disclosing party;
 - (iv) that is disclosed with the written consent of the disclosing party; or
 - (v) that is disclosed pursuant to the requirement of a governmental agency or is required by operation of law, regulation or court order, provided that whenever possible prompt notice is given by the receiving party to the disclosing party prior to such disclosure so that the disclosing party may seek a protective order or other remedy.
- (b) Each party agrees to protect and safeguard Confidential Information of the other party from loss, theft, destruction and inadvertent disclosure using the same degree of care as it uses to protect its own confidential information of a like nature, but in no event less than a reasonable standard of care.
- (c) Each party shall hold the other party's Confidential Information in trust for the other party and all right, title and interest in and to such Confidential Information shall remain with the disclosing party.
- (d) Upon termination of the Agreement or an applicable Addendum, or otherwise upon the request of a disclosing party, the receiving party will promptly destroy all full and partial copies of the disclosing party's Confidential Information in its possession or control, or in the event of termination of an Addendum such information provided under the applicable terminated Addendum, and certify such destruction in writing; provided, however, that the receiving party may retain one (1) copy for its internal archival purposes only, which copy shall remain subject to the obligations of confidentiality set out in this Section 6.
- (e) Notwithstanding the foregoing, if Customer enters into the Pathfinder Addendum, T2 may use and share with third parties aggregated and anonymized data that it derives from Customer Data under this Agreement excluding any personally identifiable information, for benchmarking, and business analysis, as well as to enhance the quality of the Services provided by T2.

7. CUSTOMER DATA.

- (a) Customer shall be solely responsible for, and shall hold T2, its third party suppliers, and their respective Representatives harmless from any loss, damage or liability arising in connection with Customer's inputs, selection and use of the Services, and all data (including Customer Data), reports, statements and other content transmitted, posted, received or created on the T2 System through Customer's account, even if transmitted, posted, received or created by a third party.
- (b) The Software may create and store databases of personal information of end-users and data relating to Customer on the computer system on which the Software is accessed or installed. Customer agrees to take all steps which it deems are appropriate to provide adequate security for that information.
- (c) The parties acknowledge that at all times Customer will remain the owner of Customer Data. Except as otherwise set forth herein or in the applicable Addenda, T2 shall not at any time use Customer Data or disclose Customer's data to any third parties, except that T2 may use Customer



Data for the purpose of meeting its obligations under an Addendum and providing the Services, and may store, back-up and archive Customer Data.

- (d) T2 will comply with all applicable laws governing the collection, access, use, disclosure of Customer Data. All Customer Data which is submitted by Customer to T2 pursuant to this Agreement will be safeguarded by T2 to the same extent that T2 safeguards data relating to its own business; *provided, however*, if Customer Data is publicly available, is already in T2's possession from a source other than Customer or otherwise known to it, or was rightfully obtained by T2 from third parties, T2 shall bear no responsibility for its disclosure, inadvertent or otherwise. T2 has implemented and will maintain administrative, physical and technical safeguards to protect Customer Data from unauthorized access, acquisition or disclosure, destruction, alteration, accidental loss, misuse or damage that are no less rigorous than accepted industry practices. In the event of unauthorized access to Customer Data which has been verified by T2, T2 shall promptly i) take action to stop the unauthorized access, and ii) notify Customer, provide Customer with relevant details of the unauthorized access and an explanation of steps that T2 took or is taking to stop the unauthorized access. T2 maintains Payment Card Industry (PCI) Level One compliance and upon request (no more than once annually), T2 will provide Customer with a copy of its third-party audit certification demonstrating that appropriate information security standards to protect Customer Data are in place.

8. INDEMNITY.

- (a) T2 Indemnification. T2 shall indemnify, defend and hold harmless Customer from and against any and all direct losses, damages, costs, expenses (including reasonable attorneys' fees), that arise directly from any act(s) of gross negligence or willful misconduct by T2 or any of its officers, directors, employees, contractors, agents or other representatives, giving rise to an accident or other occurrence resulting in bodily injury or death, to any person(s).

Subject to the limitation of liability set out in Section 11, T2 shall indemnify, defend (at its expense) and hold the Indemnitees harmless in respect of any action, claim, demand, cost, charge, losses, and expenses, ("**Losses**") brought against or suffered by Customer and its officers, directors and employees (the "**Indemnitees**") arising out of or related to: claims for loss or damage to tangible property, and claims asserted by third parties for loss or damage to tangible property; except to the extent that such Losses were not caused by T2.

- (b) Intellectual Property Indemnification. Subject to the limitation of liability set out in Section 11, T2 shall indemnify, defend (at its expense) and hold the Indemnitees harmless in respect of any Losses brought against or suffered by the Indemnitees arising out of or related to a determination by a court that the operation or use of any Software, or any part thereof, infringes any third party's copyright, trade mark or trade secret or any Hardware, or any part thereof, infringes any third-party's copyright, trademark or trade secret.

T2's obligations pursuant to this Section 8(b) shall not apply to any infringement caused by or resulting from Customer modifications or attempted modifications to any relevant system, or from Customer's failure to implement changes or updates furnished by T2 to Customer during the term of this Agreement.

In the event that an injunction or order is obtained against the Customer's use of any Product or Software or if, in T2's opinion, any Product or Software is likely to become the subject of a claim of infringement or violation of any rights in connection with any rights as noted above, T2 shall, at its expense:

- (i) procure for the Customer the right to continue using the affected Product or Software;
or



- (ii) modify or replace the affected Product or Software so that such Product or Software becomes non-infringing; or

if neither Section 8(b)(i) nor Section 8(b)(ii) are commercially practicable, remove the affected Product or Software from the Customer and refund to the Customer all amounts paid to T2 by the Customer in respect of such Product, less a reasonable amount for depreciation. The remedies in and the indemnification rights of the Customer stated in Section 8(b) are the exclusive remedies available to the Customer at law or in equity.

- (c) **Customer Indemnification.** Customer agrees to indemnify, defend and hold T2 and its respective directors, managers, members, officers, employees, owners and agents harmless from and against any and all liabilities, obligations, damages, claims, suits, proceedings, costs, fees and expenses, including reasonable attorneys’ fees and costs, arising out of the gross negligence or willful misconduct of Customer or any of its Affiliates, or breach of the Agreement by Customer, or any claim by Customer End User related to use of end user personally identifiable information.
- (d) **Defense.** If a party is alleged to be obligated to indemnify the other party hereunder, the party alleged to be obligated to provide indemnification shall have the right to appoint counsel and in all other respects control any litigation and/or settlement thereof, provided, however, that any such settlement shall not bind the non-indemnifying party or obligate it to pay any monies without its express prior written consent. The indemnifying party shall cooperate in the defense of any indemnified claim. If one party is notified of any potential or actual claim or liability against the other party or named in any suit or proceeding of any kind that could give rise to an indemnification claim under this Agreement or otherwise subject the other party to a suit, proceeding or claim (or threat thereof), the notified party shall immediately inform the other party.

9. INSURANCE.

- (a) During the Term of this Agreement, T2 shall maintain, at its own expense, insurance which it deems reasonable and necessary for its business and the performance of its obligations hereunder. T2 will, upon reasonable advanced notice, provide Customer with a copy of its certificate(s) of insurance.
- (b) If Customer enters into any of the following Addenda: PARCS or Auto Count during the term of this Agreement, T2 will maintain at its own expense the following insurance, with companies authorized to do insurance business in the any states where work is performed or eligible surplus lines insurers having an A.M. Best Rating of A:VII or better, and in amounts not less than the following limits of coverage:

- (i) Workers’ Compensation Insurance with statutory limits, and Employer’s Liability Insurance with limits of not less than \$1,000,000:

(A)	Employers Liability - Each Accident	\$1,000,000
(B)	Employers Liability - Each Employee	\$1,000,000
(C)	Employers Liability - Policy Limit	\$1,000,000

T2 Workers’ Compensation policy will include states appropriate for T2 employees and operations.

- (ii) Commercial General Liability Insurance with limits of not less than:

(A)	Each Occurrence Limit	\$1,000,000
(B)	Personal & Advertising Injury	\$1,000,000
(C)	General Aggregate	\$2,000,000



(D) Products - Completed Operations Aggregate \$2,000,000

T2's Commercial General Liability policy will be issued on a form that, subject to its terms, conditions and exclusions insures T2's liability for damages on account of bodily injury (including death), property damage, and personal and advertising injury.

- (iii) Business Auto Liability Insurance covering, for liability purposes, all owned, non-owned or hired automobiles, with limits of not less than \$1,000,000 combined single limit of liability per accident for Bodily Injury and Property Damage;
 - (iv) Customer shall be named as an additional insured under each policy, except for Workers Compensation and hired and non-owned auto liability policies.
- (c) The insurance coverage carried by T2 as set forth herein shall not in any way expand T2's liability or modify or affect the limitations of liability set forth in the Agreement or any Addenda.

10. EXCLUSION OF WARRANTIES.

- (a) EXCEPT AS EXPRESSLY PROVIDED IN THE ADDENDUM APPLICABLE TO THE PRODUCTS AND/OR SERVICES AS OTHERWISE EXPRESSLY CONFIRMED IN WRITING BY T2, THE PRODUCTS AND SERVICES ARE PROVIDED "AS IS" WITHOUT WARRANTY OR REPRESENTATION OF ANY KIND. WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, T2 AND ITS THIRD PARTY SUPPLIERS HEREBY DISCLAIM ALL OTHER REPRESENTATIONS, WARRANTIES AND CONDITIONS, EXPRESS OR IMPLIED, WHETHER ARISING UNDER STATUTE, FROM A COURSE OF DEALING, USAGE, CUSTOM OF THE TRADE OR OTHERWISE, REGARDING THE PRODUCTS OR SERVICES, THE DOCUMENTATION, OR ANY OTHER PRODUCTS OR SERVICES PROVIDED OR FAILED TO BE PROVIDED UNDER THIS AGREEMENT, INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTY OR CONDITION OF MERCHANTABILITY, DURABILITY, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT, ACCESSIBILITY, PRIVACY OF FILES OR SECURITY.
- (b) T2 DOES NOT WARRANT THAT ANY PRODUCTS OR SERVICES PROVIDED HEREUNDER WILL BE UNAFFECTED BY BUGS, VIRUSES, ERRORS OR OTHER PROGRAM LIMITATIONS, NOR DOES T2 WARRANT THAT CUSTOMER'S USE THEREOF WILL BE UNINTERRUPTED, ERROR-FREE OR WILL MEET ALL OF THE CUSTOMER'S REQUIREMENTS. FURTHER, T2 DOES NOT WARRANT THAT ANY SOFTWARE WILL OPERATE ON ANY PARTICULAR CONFIGURATION OF SOFTWARE, OPERATING SYSTEM OR COMPUTER SYSTEM. ANY HARDWARE PURCHASED FROM SOURCES OUTSIDE OF T2 WILL BE THE SOLE RESPONSIBILITY OF THE CUSTOMER. T2 WILL NOT BE RESPONSIBLE FOR THE FAILURE OF THE SOFTWARE TO PERFORM TO THE EXTENT THAT SUCH FAILURE TO PERFORM IS DUE TO THE FAILURE OF A THIRD PARTY FUNCTION, SUCH AS INTERNET AVAILABILITY REQUIRED FOR THE CONNECTION BETWEEN THE HARDWARE AND SOFTWARE OR THE WIRELESS NETWORK AVAILABILITY REQUIRED FOR THE T2 SOFTWARE TO BE ABLE TO SEND AND RECEIVE DATA. IN NO EVENT SHALL T2 BE LIABLE FOR THE FAILURE OF THE SOFTWARE TO PERFORM IF SUCH FAILURE ARISES DUE TO THE COMBINATION OF THE SOFTWARE WITH THIRD PARTY HARDWARE OR SOFTWARE. T2 SHALL NOT COVER REPAIR, LABOR OR REPLACEMENT OF PARTS THAT ARE BY NATURE EXPENDABLE. IN ADDITION, IF APPLICABLE, THE WIRELESS DATA SERVICES ARE NOT GUARANTEED AGAINST EAVESDROPPERS, HACKERS, DENIAL OF SERVICE ATTACKS OR INTERCEPTORS AND NEITHER T2 NOR THE UNDERLYING WIRELESS DATA SERVICES CARRIER CAN GUARANTEE THE PRIVACY OR SECURITY OF WIRELESS TRANSMISSIONS.
- (c) THIS LIMITED WARRANTY GIVES THE CUSTOMER SPECIFIC LEGAL RIGHTS. THE CUSTOMER MAY HAVE OTHER RIGHTS, WHICH VARY FROM LOCATION TO LOCATION, DEPENDING UPON THE APPLICABLE LAW OF SUCH LOCATION.

11. LIMITATION OF LIABILITY AND DAMAGES.



- (a) TO THE MAXIMUM EXTENT PERMITTED BY LAW: EXCEPT FOR CLAIMS FOR DEATH OR BODILY INJURY, T2'S, ITS THIRD PARTY SUPPLIERS' AND THEIR RESPECTIVE REPRESENTATIVES' TOTAL COLLECTIVE LIABILITY ARISING UNDER OR IN CONNECTION WITH THIS AGREEMENT, AND/OR ANY PRODUCTS OR SERVICES DELIVERED OR FAILED TO BE DELIVERED UNDER THIS AGREEMENT, SHALL BE LIMITED TO THE ACTUAL DIRECT DAMAGES SUFFERED BY CUSTOMER, NOT TO EXCEED THE AMOUNT ACTUALLY PAID BY CUSTOMER FOR THE PRODUCT OR SERVICE GIVING RISE TO THE CLAIM DURING THE SIX MONTHS IMMEDIATELY PRECEDING THE CLAIM. TOTAL AGGREGATE LIABILITY FOR ALL CLAIMS SHALL BE LIMITED TO AN AMOUNT EQUAL TO THE TOTAL FEES ACTUALLY PAID BY CUSTOMER TO T2 FOR THE PRODUCTS OR SERVICES DURING THE SIX MONTHS IMMEDIATELY PRECEDING THE MOST RECENT CLAIM. IN NO EVENT WILL T2 OR ITS THIRD PARTY SUPPLIERS BE LIABLE IN ANY WAY FOR ANY INDIRECT, SPECIAL, CONSEQUENTIAL, INCIDENTAL, PUNITIVE, EXEMPLARY OR AGGRAVATED DAMAGES OF ANY KIND WHATSOEVER, INCLUDING, BUT NOT LIMITED TO, DAMAGES FOR LOSS OF USE, DATA, INCOME, BUSINESS, PROFIT, GOODWILL, ANTICIPATED REVENUE, FAILURE TO REALIZE EXPECTED SAVINGS, OR OTHERWISE, HOWEVER CAUSED, WHETHER BASED ON CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, WARRANTY, STATUTORY RIGHTS OR ANY OTHER BASIS ARISING OUT OF CUSTOMER'S USE OF THE PRODUCTS, OR OTHERWISE ARISING PURSUANT TO THIS AGREEMENT.
- (b) WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, DUE TO THE NATURE OF INTERNET AND WIRELESS TRANSMISSIONS, CUSTOMER AGREES THAT NEITHER T2 NOR THE UNDERLYING WIRELESS DATA SERVICES CARRIER SHALL BE LIABLE FOR ANY LOSS, COSTS OR DAMAGES OF ANY KIND ARISING OUT OF OR IN CONNECTION WITH: ANY LACK OF PRIVACY OR SECURITY OF WIRELESS TRANSMISSIONS; SERVICES INTEROPERABILITY, ACCESS OR INTERCONNECTIONS WITH THE T2 SERVICES; SERVICE DEFECTS, SERVICE LEVELS, DELAYS OR INTERRUPTIONS; ANY INTERRUPTION OR ERROR IN ROUTING OR COMPLETING CALLS OR OTHER TRANSMISSIONS; LOST OR ALTERED MESSAGES OR TRANSMISSIONS; OR UNAUTHORIZED ACCESS TO OR THEFT, ALTERATION, LOSS OR DESTRUCTION OF CUSTOMER'S CONTENT, DATA, PROGRAMS CONFIDENTIAL INFORMATION OR SYSTEMS.
- (c) NO ACTION, REGARDLESS OF FORM, ARISING OUT OF THIS AGREEMENT MAY BE BROUGHT BY CUSTOMER MORE THAN TWELVE (12) MONTHS AFTER THE FACTS GIVING RISE TO THE CAUSE OF ACTION HAVE OCCURRED, REGARDLESS OF WHETHER THOSE FACTS BY THAT TIME ARE KNOWN TO, OR OUGHT REASONABLY TO HAVE BEEN DISCOVERED BY, CUSTOMER.
- (d) THE FOREGOING LIMITATIONS SHALL APPLY REGARDLESS OF THE CAUSE OF ACTION, WHETHER ARISING UNDER CONTRACT, TORT (INCLUDING NEGLIGENCE), PRODUCT LIABILITY, OR OTHERWISE, AND REGARDLESS OF WHETHER T2, ITS THIRD PARTY SUPPLIERS AND/OR THEIR REPRESENTATIVES KNEW, OR SHOULD HAVE KNOWN ABOUT THE POSSIBILITY OF SUCH DAMAGES.
- (e) CUSTOMER AGREES THAT THE LIMITATIONS OF LIABILITY SET FORTH ABOVE ARE FUNDAMENTAL ELEMENTS OF THIS AGREEMENT, WITHOUT WHICH T2 WOULD NOT HAVE ENTERED INTO THIS AGREEMENT AND/OR AGREED TO PROVIDE THE PRODUCTS AND/OR SERVICES UNDER THE CURRENT TERMS (INCLUDING FEES).
- (f) THIS SECTION SHALL APPLY TO ANY ACTION OR ARBITRATION HEREUNDER. BECAUSE THE LAWS OF SOME LOCATIONS DO NOT ALLOW THE LIMITATION AND/OR EXCLUSION OF LIABILITY, THE ABOVE LIMITATION OR EXCLUSION MAY NOT APPLY TO ALL CUSTOMERS.

12. **TERMINATION.**

- (a) Each Addendum may be terminated according to its terms.
- (b) In the event that there are no Addenda in effect, either party may terminate this Agreement without cause by written notice to the other party, which termination shall be effective as of the last day of the calendar month following the month in which notice of termination is received.



- (c) Either party may terminate this Agreement if the other party breaches any of its representations or warranties, or any other material obligation under this Agreement, and fails to remedy such breach with thirty (30) days of receipt of notice from the non-breaching party. T2 shall also have the right to suspend performance of all or any of the Services under an Addendum, without liability, pending the rectification of any breach by Customer.
- (d) Either party may terminate this Agreement or any Addendum, immediately upon written notice, if the other party makes an assignment for the benefit of its creditors or becomes bankrupt or makes an application for relief under the provisions of any statute now or hereafter in force concerning bankrupt or insolvent debtors, or if a receiving order or receivership order is made against the other party, or any action whatsoever, legislative or otherwise be taken to effect the winding up, dissolution, suspension of operations or liquidation of the other party. Notwithstanding the foregoing, the Customer shall not be entitled to terminate this Agreement under this Section if T2, or its creditors, or some other party makes suitable provisions for the performance of its obligations hereunder.
- (e) Without limiting any other remedies available under this Agreement, at law or in equity, in the event of the termination of this Agreement or any applicable Addendum for any reason:
 - (i) T2's obligation to provide the affected Products and Services will terminate;
 - (ii) All unpaid amounts due in respect of the terminated Services up to and including the effective date of termination shall, at T2's option, become immediately due and payable;
 - (iii) Customer must destroy any copies of the Documentation in Customer's possession in any form and on any media, and certify to T2 in writing that it has done so;
 - (iv) Sections 4, 5, 6, 7, 8, 9, 10, 11, 12(e), 13 and 14 shall survive the expiration or termination of this Agreement until such time as the parties may agree to the release of the obligations contained therein.
- (f) No Limitation of Remedies. Any termination of the Agreement shall not in any respect limit any of either party's rights or remedies either in law or in equity or relieve either party of any obligation incurred prior to the effective date of such termination.

13. **DISPUTE RESOLUTION.**

- (a) Dispute Resolution. In the event of any dispute arising out of this Agreement (including all Addenda), the parties shall use commercially reasonable efforts to negotiate a settlement in good faith satisfactory to both parties. If they do not reach a solution within a period of 60 days (or such other longer period as the parties may agree), then either party may, on written notice to the other party, refer the dispute for settlement by arbitration before a single arbitrator in accordance with the rules of the American Arbitration Association. The costs of the arbitrator will be borne equally by the parties, but they will otherwise bear their respective costs incurred in connection with the arbitration. The parties shall select the arbitrator promptly and use commercially reasonable efforts to conduct the arbitration hearing no later than three (3) months after the arbitrator is selected. The arbitrator may not award punitive or exemplary damages against either party or any other relief in excess of the limitations set forth herein. The judgment and award of the arbitrator will be final and binding on each party. Judgment upon the award may be entered in any court having jurisdiction, or application may be made to such court for judicial acceptance of the award and/or an order of enforcement as the case may be.
- (b) Injunctive Relief. Each party acknowledges and agrees that a breach of the obligations under Section 5 ("Ownership") and Section 6 ("Confidentiality") would cause irreparable harm and significant injury to the affected party that would not be adequately compensated by an award of money damages and, in addition to any other remedy available at law or in equity, and



notwithstanding the provisions of Section 13(a), the affected party will be entitled to seek and obtain temporary and permanent injunctive relief from any court of competent jurisdiction to prevent breaches hereunder, without showing or proving any actual or threatened damage.

- (c) Choice of Law. This Agreement and all Addenda are governed by the laws of the state of Indiana.

14. **GENERAL PROVISIONS.**

- (a) Assignment. T2 may assign its rights and obligations under this Agreement. Customer may not assign or transfer any of its rights or obligations under this Agreement to any person without the express prior written consent of T2.
- (b) Entire Agreement. Customer acknowledges that this Agreement and all including the Addenda and Quotes comprise the entire understanding and agreement between parties regarding the Products and Services and supersedes all prior written and oral agreements, purchase orders, representations, understandings, promises, descriptions or other communications between the parties regarding the same including all prior agreements between T2 and Customer [except _____]. If Customer submits an order form with contrary terms or conditions, such order form shall be considered only as confirmation of the order and shall in no way amend, prevail over, supplement, or supersede any of the provisions of this Agreement or any Addenda.
- (c) Enurement. This Agreement shall be binding upon and enure to the benefit of T2, Customer and their respective successors and permitted assigns.
- (d) Force Majeure. Neither party shall be liable for delay or failure in performance (other than the making of payments) resulting from acts beyond the control of such party, including, but not limited to acts of God, acts of war or terrorism, civil commotion, riot, fire, flood, or other disaster, acts of government, strike, work stoppages, lockout, power failures, inability to secure or delay in securing transportation, inability to obtain or delays in obtaining goods, materials, or qualified labor, or the inability to use or the failure of any third party telecommunications carrier or other services, which events or conditions prevent in whole or in part the performance by such party of its obligations hereunder or which renders the performance of such obligations so difficult or costly as to make performance commercially unreasonable. In such event, the party affected shall be excused from performance on a day-to-day basis to the extent of the delay, and the other party shall likewise be excused from the performance of its obligations on a day-to-day basis to the extent such party's obligations related to the performance are so delayed. Where an Event of Force Majeure occurs, the party who is delayed or fails to perform shall give prompt notice to the other party. In the event such inability to perform shall continue longer than 60 Days, the party which has received or which was entitled to receive notice may terminate the Agreement by notice to the other party without further liability, expense, or cost of any kind.
- (e) Independent Contractors. The parties are independent contractors. Nothing herein shall be construed to create any legal partnership, joint venture, agency or any other relationship between the parties.
- (f) Notices. All communications and notices provided for herein shall be in writing and shall be deemed to have been given when delivered personally to the recipient, by email, or by registered or certified mail with return receipt requested, postage prepaid, and addressed to the applicable signatory at the address appearing on the Addenda or Quote(s), as applicable, or at such other address as either party may designate by notice to the other.
- (g) No Waiver. No delay or failure to take any action or exercise any rights under this Agreement shall constitute a waiver or consent unless expressly waived or consented to in writing. A waiver of any event does not apply to any other or subsequent event, even if in relation to the same subject-matter.



- (h) Publicity. Except as expressly agreed in writing, neither party shall issue any press release, or otherwise publicly identify the other as a customer or supplier, in any marketing materials or otherwise, without the express prior authorization of the other party.
- (i) Severability. If any provision contained in this Agreement is found by a court of competent jurisdiction to be invalid, illegal or unenforceable in any respect, it shall be deemed severed from this Agreement and the remaining provisions of this Agreement shall not be in any way affected or impaired thereby and shall continue in full force and effect.
- (j) Amendment. This Agreement may be modified or amended only if the amendment is made in writing and is signed by both parties.
- (k) Counterparts. This Agreement and each Addenda may be executed by the parties in counterparts with the same effect as if they had signed the same document and all counterparts shall be construed together and shall constitute one and the same agreement. This Agreement and any Addenda may be executed by the parties and transmitted by electronic transmission, with the same effect as if the parties had delivered an executed original.
- (l) International. The United Nations Convention on Contracts for the International Sale of Goods shall not apply to this Agreement or any Products or Services ordered or provided under this Agreement.
- (m) Compliance with Laws. Each party agrees to comply with all applicable federal, state, provincial and local laws, regulations, and orders in fulfilling its obligations under the Agreement, including as applicable laws relating to anticorruption of public officials and antibribery laws and regulations and the Federal Fair Debt Collection Practices Act.
- (n) Authorization. Both parties represent and warrant that they have the authority to bind their respective agency, institution, or company, and that they are authorized to sign this Agreement and any Addenda hereto.
- (o) Captions. The captions and section headings included in this Agreement and any Addenda are for convenience only and shall not affect the scope, intent, meaning or function of any provision of this Agreement or the applicable Addenda.

IN WITNESS WHEREOF, the parties have executed this Agreement by a duly authorized representative thereof on the ___ day of _____, _____.

T2 SYSTEMS, INC.

CUSTOMER

Per: _____

Per: _____

Name: _____

Name: _____

Title: _____

Title: _____



DIGITAL IRIS Addendum

THIS DIGITAL IRIS ADDENDUM GOVERNS THE PROVISION AND USE OF THE DIGITAL IRIS SERVICES, WIRELESS DATA SERVICES AND DIGITAL IRIS-RELATED SUPPORT SERVICES PURCHASED BY _____ (“CUSTOMER”) FROM T2 SYSTEMS CANADA INC. (“T2C”).

BY SIGNING THIS ADDENDUM, YOU ACKNOWLEDGE THAT YOU HAVE READ, UNDERSTAND AND AGREE TO BE BOUND BY THE TERMS AND CONDITIONS OF THIS ADDENDUM.

1. **BACKGROUND.** Customer and T2 Systems, Inc. have entered into a Master Customer Agreement. T2C is an affiliate of T2 Systems, Inc. and is entitled to enter into this Addendum under the Agreement. This Addendum is incorporated into and subject to the terms of the Agreement and the terms of the Agreement are incorporated herein. To the extent of any conflict between the terms of this Addendum and the Agreement, the terms of the Addendum shall control.

2. **DEFINITIONS.** In this Addendum:
 - (a) **"Activation Date"** means the first date that each pay station unit is enabled by T2C to connect to the Addendum Services.
 - (b) **"Addendum"** means this Digital Iris Addendum, including all Sales Quotes.
 - (c) **"Addendum Services"** means the Digital Iris Services, Wireless Data Services, Support Services and/or any additional services provided under this Addendum.
 - (d) **"Agreement"** means the Master Customer Agreement.
 - (e) **"Effective Date"** means the date on which Customer first accepts this Addendum.
 - (f) **"Digital Iris Services"** means the Digital Iris services subscribed to by Customer as set out in the Sales Quote(s).
 - (g) **"Fees"** means the fees for the Addendum Services as set out in the Quote(s), and any other amounts payable under this Addendum, as calculated from the Activation Date.
 - (h) **"Non-Conformity"** means the failure of the Digital Iris Services software to perform according to the Documentation.
 - (i) **"Point of Access"** means T2C's border router(s) which is (are) used to establish connectivity from the T2 System to T2C's Internet service provider and the public Internet.
 - (j) **"Sales Quote(s)"** means the sales quote forms executed by Customer from time to time setting out the details of the Addendum Services subscribed to by Customer, including applicable fees, which upon execution by Customer will be incorporated by reference into and form an integral part of this Addendum.
 - (k) **"Support Services"** means Digital Iris technical support services purchased by Customer, as described in the pay station warranty description, as amended from time to time.
 - (l) **"System Availability Period"** means in respect of the Digital Iris Services, twenty-four (24) hours per day, seven (7) days per week excluding the System Maintenance Period.
 - (m) **"System Maintenance Period"** means in respect of the Digital Iris Services, scheduled maintenance periods during which Digital Iris Services access will not be available to Customer due to required system maintenance, upgrades, and other hosting requirements for the T2 System.
 - (n) **"T2 System"** means, in respect of the Digital Iris Services, the entire physical operation(s), located at the T2C facilities designated by T2C from time to time to host the Digital Iris Services, including all networks and servers, hardware and software utilized in the provision of the Digital Iris Services located behind the Point of Access.



- (o) **“Wireless Data Services”** means the third party wireless data services, if any, purchased by Customer from T2C for the purpose of enabling communications between the T2 System and Customer’s parking pay stations.

All other terms defined in this Addendum shall have the meanings ascribed thereto. Capitalized terms used in this Addendum that are not otherwise defined in this Addendum have the meaning set forth in the Agreement.

- 3. **TERM.** This Addendum shall commence on the Effective Date and remain in full force and effect until terminated in accordance with its terms.

4. **DIGITAL IRIS SERVICES.**

- (a) Subject to the terms of this Addendum, T2C will supply the Digital Iris Services subscribed to by Customer, and Customer is granted a limited, non-exclusive, non-transferable right to access and use Digital Iris Services software, solely as necessary for Customer’s use of the Digital Iris Services for its internal business purposes.
- (b) T2C will provide Customer with one (1) administration account (login and password) to access the Digital Iris Services on the T2 System.
- (c) T2C will provide the Digital Iris Services in accordance with the following standards:
 - (i) T2C is classified under the PCI Security Standards as a Level 1 Service Provider. The Digital Iris Services will remain in compliance with current PCI security standards at all times;
 - (ii) T2C will be responsible for delivery of access to the Digital Iris Services on the T2 System only up to and including the Point of Access, and is not responsible for any failure due to Customer's telecommunications connections, facilities (including internal local area networks (LAN)) or local infrastructure;
 - (iii) T2C will use all reasonable efforts to ensure the Digital Iris Services will be available during the System Availability Period;
 - (iv) T2C will provide Customer with at least forty-eight (48) hours prior electronic notice of any scheduled System Maintenance Period;
 - (v) T2C shall have the right to implement updates and upgrades to any software used in providing the Digital Iris Services, in its sole discretion;
 - (vi) T2C will respond to incidents that have been reported by Customer within the response times set out in the T2 Support Services description; and
 - (vii) in the event of a T2 System failure, T2C will use commercially reasonable efforts to complete data recovery requests using the most recent version of the backup data, databases, applications and configuration pieces required to restore Customer data.

5. **RESTRICTIONS ON USE OF DIGITAL IRIS SERVICES.**

- (a) Customer shall use the Digital Iris Services only for the parking pay stations identified in the Sales Quote(s), and only in accordance with the Documentation and any other instructions issued by T2C from time to time. Failure to use the Addendum Services in accordance with instructions provided by T2C may result in failure of all or any part of the Addendum Services, and/or accidental loss of data or data integrity. If Customer does not understand the requirements for the proper use of the Digital Iris Services, Customer must contact T2C for additional information.
- (b) Customer may make copies of the Documentation solely for its own internal purposes in conjunction with its use of the Digital Iris Services. Copyright and other proprietary rights in the



Documentation shall remain vested in T2C. Customer may not remove any title, trademark, copyright and/or restricted rights or proprietary notices or labels from, or otherwise modify the Documentation, and all copies of the Documentation must include all such notices and labels.

- (c) Customer shall restrict access to the Digital Iris Services to its employees or contractors, solely as required for its internal business purposes. Without limiting the generality of the foregoing, Customer may not sell, rent, loan or otherwise grant any rights in or to the Digital Iris Services, or permit any other party to do so.
- (d) Customer agrees not to:
 - (i) introduce any kind of malware, including but not limited to viruses, worms, Trojan horses or other harmful code that may damage the operation of the Digital Iris Services or the T2 System;
 - (ii) use the Digital Iris Services in any manner which could damage, disable, overburden or impair any part of the T2 System, or interfere with any other customer's ability to use the Digital Iris Services or the T2 System;
 - (iii) attempt to gain access to other customers' accounts through any manner of hacking or password mining or other means;
 - (iv) attempt to embed the Digital Iris Services within another website;
 - (v) attempt to use such methods as SQL Injection, Cross Site Scripting, Remote File Inclusion, Cross Site Request Forgery and any other methods not authorised by T2C to gain access to the T2 System or the Digital Iris Services;
 - (vi) attempt a Denial of Service (DOS) attack of any kind;
 - (vii) use the Digital Iris Services or the T2 System to transmit SPAM, junk email or other unsolicited email of any kind; or
 - (viii) in connection with the Addendum Services, engage in conduct that would constitute a criminal or quasi-criminal offence, that could give rise to civil liability, intellectual property rights infringement, or privacy rights violations, or that would otherwise violate any applicable local, provincial, state, federal or international law, or accepted Internet protocol.

6. **WIRELESS DATA SERVICES.**

- (a) If purchased by Customer, T2C will provide the Wireless Data Services, supplied by T2C's underlying third party wireless data services carrier, to Customer. Customer acknowledges and agrees that (i) Customer has no contractual relationship with the third party wireless data services carrier, (ii) Customer is not a third party beneficiary of any agreement between T2C and the carrier, and (iii) that the wireless data services carrier shall have no liability of any kind whatsoever to Customer, or any party deriving rights through Customer, whether for breach of contract, warranty, negligence, strict liability, tort, or otherwise.
- (b) Customer shall use the Wireless Data Services only in connection with the Digital Iris Services and parking pay stations identified in the Sales Quote(s).
- (c) Customer agrees that it will at all times comply with and abide by all terms and conditions established by T2C from time to time for the use of and access to the Wireless Data Services, and acknowledges that the Wireless Data Services may be restricted or cancelled by T2C or the underlying data services carrier if there is a reasonable suspicion of abuse or fraudulent use of the services.
- (d) Customer may not resell the Wireless Data Services to any other person.



- (e) Customer has no property right in any wireless number assigned to it in connection with the Wireless Data Services, and understands that such number can be changed.
 - (f) Customer will provide T2C with prompt notice of any suspected abuse or fraudulent use of the Wireless Data Services of which it becomes aware.
- 7. **SUPPORT SERVICES.** T2C will provide the Support Services in accordance with the Digital Iris technical services description, as amended from time to time. Support Services are limited to those set out in the services description, and expressly exclude any additional services required to correct any Non-Conformities resulting from the causes described in Section 11(b). Any additional technical support may be agreed by T2C on a case-by-case basis, and shall be charged on a time and materials basis at T2C's then-standard rates therefor.
- 8. **FEES AND PAYMENT.**
 - (a) Customer agrees to pay to T2C the Fees plus all applicable taxes in accordance with this section.
 - (b) The initial invoice will be issued on or about the Activation Date and the first month's Fees will be prorated to reflect such date. Except as otherwise set out in the Sales Quote(s), T2C will issue monthly invoices for Fees thirty (30) days in advance of each month of the calendar year. Payment terms are net thirty (30) days from the date of invoice and payable to T2C as set out in the invoice. percent (5%) per year on each anniversary date, which increase will appear on the annual invoice issued by T2.
- 9. **CUSTOMER LIABILITY.**
 - (a) Customer shall be solely responsible for, and shall hold T2C, its third party suppliers, and their respective Representatives harmless from any loss, damage or liability arising in connection with:
 - (i) Customer's inputs, selection and use of the Addendum Services, and all data, reports, statements and other content transmitted, posted, received or created on the T2 System through Customer's account, even if transmitted, posted, received or created by a third party;
 - (ii) Customer's or its Representative's use, misuse, failure to use, or inability to use the Wireless Data Services or any other data services required for the use of the Digital Iris Services, including any abuse, fraudulent use or unauthorized access thereto; and
 - (iii) Any breach by Customer and/or its Representatives of any of the terms and conditions of this Addendum.
- 10. **LIMITED WARRANTY.**
 - (a) Subject to the disclaimers and limitations in the Agreement, T2C warrants to Customer that, for the duration of this Addendum, the Digital Iris Services will substantially conform to the specifications set out in the Documentation, as revised by T2C from time to time.
 - (b) The foregoing warranty shall not apply to Non-Conformities that result from any cause beyond the reasonable control of T2C including, but not limited to:
 - (i) Customer's failure to:
 - (A) prepare and maintain a technical environment that meets the specifications provided by T2C from time to time,
 - (B) provide necessary communications mechanisms (including connections to pay station units) as specified by T2C from time to time, or



- (C) maintain pay station units in good repair in accordance with T2C's recommendations and requirements for operation, maintenance and repair;
 - (ii) the use of the Digital Iris Services in combination with apparatus, systems, products or services where such combination was not provided, proposed, recommended or approved by T2C, or contemplated in the Documentation;
 - (iii) unauthorized modifications or repairs to any equipment supplied by T2C (including pay station units) by Customer or any person not approved by T2C; or
 - (iv) failures relating to Customer's computing environment including, without limitation, electrical failure, Internet connection problems, communications problems, or data or data input, output, integrity, storage, back-up, and other external and/or infrastructure problems, which, as between Customer and T2C, shall be deemed to be under Customer's exclusive control and sole responsibility.
- (c) T2C shall have no responsibility and provides no representations or warranties with respect to any third party hardware, software or services, whether supplied in connection with this Addendum or otherwise.
- (d) If Customer notifies T2C in writing of a breach of the foregoing limited warranty, T2C shall, at its cost and expense, promptly, diligently and in good faith continue to completion, using commercially reasonable efforts accounting for the circumstances, the correction or bypassing, in T2C's reasonable discretion, of the Non-conformity within the period required under the Support Services or such other period as may be mutually agreed by both parties depending on the nature and severity of the Non-conformity.

11. TERMINATION.

- (a) Either party may terminate this Addendum without cause by written notice to the other party, which termination shall be effective as of the last day of the calendar month following the month in which notice of termination is received.
- (b) Either party may terminate this Addendum if the other party breaches any of its representations or warranties, or any other material obligation under this Addendum, and fails to remedy such breach with thirty (30) days of receipt of notice from the non-breaching party.
- (c) Without limiting the foregoing, either party may terminate this Addendum on the same basis as set forth in Section 12(d) of the Agreement.
- (d) In addition, Customer may, upon written notice to T2C terminate (i) the Wireless Data Services and/or (ii) any of the individual Digital Iris Services, if T2C breaches any of its obligations in respect of the terminated Addendum Services and fails to cure such breach within thirty (30) days after receipt of a written request from Customer to do so.
- (e) Without limiting any other remedies available under this Addendum or the Agreement, at law or in equity, in the event of the termination of this Addendum or any of the Addendum Services for any reason:
 - (i) Subject to T2C's right to set-off any amounts owing by Customer to T2C pursuant to (ii), above, T2C will refund to Customer any Fees which have been prepaid by Customer for any unused portion of the terminated Addendum Services;
 - (ii) Customer may request T2C to provide a copy of all of Customer's data in a CSV file format at T2C's standard fee therefor, as established by T2C from time to time; and
 - (iii) T2C may destroy, in its sole discretion, Customer's data remaining on the T2C System after either:
 - (A) receiving confirmation that Customer has a copy of any remaining data;



(B) providing Customer with a copy of any remaining data pursuant to Section 11 (e), (v); or

(C) Sixty (60) days after the expiration or termination of this Addendum; and

(vii) Sections 5, 8, 9, 10, and 11(e) shall survive the expiration or termination of this Addendum until such time as the parties may agree to the release of the obligations contained therein.

12. **ENTIRE AGREEMENT.** This Addendum (including the Sales Quote(s)) and the Agreement comprise the entire understanding and agreement between parties regarding the Addendum Services and supersedes all prior written and oral agreements, purchase orders, representations, understandings, promises, descriptions or other communications between the parties regarding the Addendum Services.

Executed this __ day of _____, ____.

T2 SYSTEMS CANADA INC.

CUSTOMER

Per: _____

Per: _____

Name: _____

Name: _____

Title: _____

Title: _____



Pay Station Addendum

THIS PAY STATION ADDENDUM GOVERNS THE PROVISION OF PAYSTATIONS PURCHASED BY _____ (“CUSTOMER”) FROM T2 SYSTEMS CANADA INC. (“T2C”).

1. **BACKGROUND.** Customer and T2 Systems, Inc. have entered into a Master Customer Agreement. T2C is an Affiliate of T2 Systems, Inc. and entitled to enter into this Addendum under the Agreement. This Addendum is incorporated into and subject to the terms of the Agreement and the terms of the Agreement are incorporated herein. To the extent of any conflict between the terms of this Addendum and the Agreement, the terms of the Addendum shall control.

2. **DEFINITIONS.**

- (a) **“Addendum”** means this Pay Station Addendum.
- (b) **“Agreement”** means the Master Customer Agreement.
- (c) **“Hardware”** means all goods or component parts sold and services provided under this Addendum, whether manufactured by T2C or another supplier.
- (d) **“Quote(s)”** means the quote forms executed by Customer from time to time setting out the details of the Hardware to be obtained by Customer, including applicable fees, which upon execution by Customer will be incorporated by reference into and form an integral part of this Addendum.

All other terms defined in this Addendum shall have the meanings ascribed thereto. Capitalized terms used in this Addendum that are not otherwise defined in this Addendum have the meaning set forth in the Agreement.

3. **FEES AND PAYMENTS.** Customer shall pay T2C the fees set forth in the Quote. All prices quoted are valid for ninety (90) days and are exclusive of Taxes. Unless otherwise agreed by T2C in writing, all amounts payable hereunder shall be due to T2C within thirty (30) days of invoice date. Late payments shall bear interest at the rate of 1.5% per month (18% per annum) or the highest rate permitted by law, whichever is less. All prices shown are net, and in addition to the price of Hardware, Customer shall pay all expenses including taxes, insurance, freight, carriage, and warehousing. All amounts shall be paid by the Customer to T2C without any setoff, deduction or recoupment.

4. **SHIPMENT.** (a) Scheduled shipment date is an estimate only. On or after the scheduled shipment date, Customer shall accept shipment upon notification by T2C; or, if Customer refuses shipment, then T2C is authorized at its option to: (i) have the Hardware transported and warehoused at Customer’s expense and risk, which shall constitute shipment to Customer, in which event T2C may declare such Hardware delivered and all amounts owing upon shipment, including the additional cost of such transportation and warehousing, will be due on the regular due date; (ii) declare the monthly installment payments to commence thirty (30) days from the date of such transportation and warehousing if any amounts are financed by T2C; or, (iii) defer shipment. (b) T2C may make partial shipments hereunder and may invoice for each such partial shipment separately. Each partial Shipment will be deemed to be a separate sale but a delay in delivery of any partial shipment will not relieve Customer of its obligation to accept delivery of any remaining shipments. Should Customer dispute the content of any shipment or partial shipment, Customer will notify T2C in writing prior to the time of deemed acceptance specified in Section 7 of the reasons for such dispute and provide to T2C all necessary documentation to substantiate any alleged discrepancy.

5. **TITLE/RISK OF LOSS/INSURANCE.** Title in the Hardware shall remain with T2C until such Hardware has been paid for in full. However, such Hardware shall be entirely at Customer’s risk from the time it is placed in the possession of the carrier for shipment to Customer. Customer shall ensure that the Hardware is insured against “all risks” from the time the Hardware is placed in the possession of the carrier for shipment to Customer, and continuously thereafter until all amounts due to T2C are paid in full. Such insurance shall be for no less than the total amount owing to T2C with loss first payable to T2C. Customer shall indemnify T2C from all loss arising out of any claims, suits and demands by reason of the retention of title to the goods by T2C while the Hardware is at the Customer’s risk. Customer authorizes T2C to file a copy of this Addendum as a financing statement.



6. **ACCEPTANCE OF HARDWARE.** Customer shall inspect or test all goods upon receipt. Customer shall be deemed to have affected final acceptance of the Hardware at the earliest of: (a) the fifteenth (15th) day after the date of shipment, unless written notice is received by T2C before such day; or, (b) the date when the Hardware is used or otherwise placed in commercial operation.

7. **WARRANTY AND SOLE REMEDY.** Subject to the disclaimers and limitations in the Agreement: T2C warrants that title to the Hardware sold shall be free from any encumbrance, and that the Hardware will conform to the Product Warranty set forth in the Pay Station Addendum – Product Warranty Schedule. T2C’s sole responsibility and liability and Customer’s exclusive remedy under this Addendum and the Agreement shall be limited as set forth in the Pay Station Addendum – Product Warranty Schedule, provided Customer is not in default hereunder. T2C’s obligation hereunder is subject to receipt of written notice of defect (containing detailed particulars of the alleged defect) from Customer prior to the time of deemed acceptance specified in Section 6.

8. **RETURNS.** Returned Hardware may be accepted within thirty (30) days of receipt by Customer only if T2C has given prior written consent. A charge for handling, inspection, restocking and invoicing of up to 25% of the sale price of the returned Hardware shall be assessed against the Customer. All returns allowed must be shipped at Customer’s expense and must be in excellent resale condition. Hardware ordered according to custom specifications may not be returned. T2C will repair or replace faulty individual component parts under warranty at no charge to Customer, provided Customer returns faulty parts to T2C within thirty (30) days of Customer’s receipt of repaired or replacement parts. Customer will be responsible for all repair or replacement costs where faulty parts are not returned to T2C within the applicable timeframe.

9. **DEFAULT.** Customer shall be in default under this Addendum if any of the following occurs: (a) Customer refuses to accept shipment or fails to make any payment when due; (b) Customer dies, ceases to exist, becomes insolvent or the subject of bankruptcy, insolvency, or liquidation proceedings; (c) Customer attempts to assign its rights and obligations under this Addendum without the prior written consent of T2C; (d) any representation, warranty, condition, or certification of Customer or any information provided by Customer in or pursuant to this Addendum is false in any material respect when made.

10. **REMEDIES UPON DEFAULT.** In the event of Customer’s default: (a) T2C may, at its option, (i) take immediate possession of the Hardware and remove same without notice and without legal proceedings, and/or (ii) suspend shipments to Customer; (b) Waiver by T2C of any breach or default shall not constitute a waiver of any subsequent breach or default; (c) T2C shall be entitled to set off any amount owed by Customer or any of Customer’s related entities against any amount payable by T2C in connection with any unpaid monies due to Customer; (d) T2C at its discretion and option shall be entitled to retain all money paid by Customer on account as liquidated damages; and, (e) T2C shall have all the rights and remedies provided by law in addition to all other rights as established herein, which rights and remedies shall be cumulative.

11. **CANCELLATION.** Upon receipt of written notice from Customer, T2C shall cancel any orders as instructed. Customer shall be responsible for all costs associated with the cancellation.

12. **ENTIRE AGREEMENT.** This Addendum and the Agreement comprise the entire understanding and agreement between the parties regarding the Hardware and supersedes all prior written and oral agreements, purchase orders, representation, understanding, promises, description or other communications between the parties regarding the Hardware.

Executed this ___ day of _____, ____.



T2 SYSTEMS CANADA INC.

CUSTOMER

Per: _____

Per: _____

Name: _____

Name: _____

Title: _____

Title: _____



PAY STATION ADDENDUM -- PRODUCT WARRANTY SCHEDULE

This Schedule is an attachment to the Pay Station Addendum (“Addendum”) between Customer and T2C Systems Canada Inc. (“T2C”) for Hardware identified in the Addendum. All capitalized terms used herein that are not otherwise defined in this Schedule have the meaning set forth in Addendum.

- The Hardware is covered under an initial one (1) year limited warranty from defects in materials or workmanship.
- Continued warranty coverage may be purchased at the end of the first year through the extended warranty program.

If Hardware proves defective under normal use during the warranty period, T2C at its option will either repair or replace such Hardware. Spare, repaired or replacement parts will be covered under warranty for 90 days or to the end of the warranty period of the unit of Hardware to which they are attached, whichever comes last.

T2C reserves the right to change the terms and conditions of warranty coverage upon notice from time to time. Warranty coverage will be suspended if Customer fails to pay for any Hardware under the terms listed on the Addendum. T2C’S RESPONSIBILITY TO REPAIR OR REPLACE THE DEFECTIVE PRODUCT IS THE SOLE AND EXCLUSIVE REMEDY PROVIDED TO CUSTOMER FOR BREACH OF THESE WARRANTIES.

OVERVIEW OF WARRANTY SERVICES

T2C’s standard one (1) year limited warranty and extended warranty services include support and maintenance for Hardware as follows:

- access to 24 x 7 telephone support including free telephone support during business hours for setup, installation and support matters and discounted telephone support outside business hours.
- repair or replacement of defective parts, including free one- way shipping.
- free software maintenance releases and upgrades (for the first year).

The one-year limited warranty commences seven days from the date the Hardware is shipped to Customer. The warranty services also include the following specific services listed below.

HARDWARE WARRANTY SERVICES

1. T2C may repair or replace defective parts with new parts or with reworked parts equivalent to new parts in performance.
2. If certain parts that T2C designates as “Customer replaceable” fail, T2C will provide the Customer with a replacement part. It will be the Customer’s obligation to install the replacement part(s) and return the replaced part(s) in unaltered form to T2C as instructed.
3. Changing or tampering with electrical equipment bearing the Canadian Standards Association (“CSA”) mark may result in loss of certification. Customers may re-certify at their own expense by contacting CSA directly. This does not apply to out of box failures immediately following installation.



FIRMWARE WARRANTY SERVICES

1. **Firmware Updates.** Firmware support is available for device level software including printers, bill acceptors and coin acceptors. Firmware updates will be available via a download utility for installation by Customer. T2C will provide remote installation assistance where required.

Spare parts replacements can include installed firmware and where possible, the firmware version in the installed parts will be set at the same version level as the parts replaced. Otherwise, the firmware will be set to the most current version.

2. **Chargeable Firmware Upgrades.** Chargeable firmware upgrades, together with installation support, include:
 - firmware upgrades for new currency releases issued by governments.
 - releases which add optional improvements to the Hardware.
 - site assistance required by the Customer to install downloadable firmware upgrades.

SOFTWARE WARRANTY SERVICES

T2C's software maintenance and support services include:

1. Replacement of defective media upon e-mail notification to T2C. Emergency software may be provided in the course of troubleshooting and problem resolution.
2. Free software upgrades.
3. The services below are not covered under software warranty and will be charged separately:
 - Installation / update services.
 - Backup and recovery of software, other computer programs, or data.
 - On-site services.
 - System restoration (i.e. reloading of software, and data).
 - Additional copies of software media.
 - Training queries and consulting services.

CUSTOMER RESPONSIBILITIES

1. **Proper Maintenance.** Before contacting T2C for warranty services, Customer should ensure it is following proper operation and maintenance of the Hardware, firmware and software in accordance with T2C's recommendations and requirements in the T2C documentation and user manuals. Products must also be in compliance with IEEE standards for electrical power and grounding quality. Customers should inform T2C of changes in product locations.
2. **Customer Efforts.** Customer shall use reasonable efforts to assist T2C in diagnosing and performing repairs, including but not limited to: making Customer personnel available on site to perform reasonable troubleshooting and remedial corrective maintenance activity; providing direct phone or electronic contact between T2C's phone agent and Customer personnel; providing remote access to the defective Hardware.
3. **Computer Requirements.** Ensure that the software is installed on a computer that meets or exceeds the minimum requirements as outlined in the BOSS and EMS User Guides. The Customer acknowledges that



upgrades to the software and increases in the size of databases may require upgrades to the computer hardware. Customer is responsible for any computer upgrades that may be required.

4. **Software Responsibilities.** For software issues, Customer is responsible for installation, testing and operation of software and all upgrades. For all T2C software, Customer is responsible for operating its equipment, providing back-up equipment and services upon failure, isolating and documenting software problems, safeguarding all programs' data and removable storage media and reloading programs and data.
5. **Replication of Problems.** Customer may be asked to (i) replicate software problems at the Customer's site utilizing the unaltered version of the software experiencing the problem, and (ii) provide a copy of an unaltered version of the defective software to T2C.
6. **Isolating Problems.** Customer agrees to remove all features, parts, options, alterations and attachments not supplied by T2C as part of the products to help diagnose where the problem is occurring.
7. **On Site Assistance.** If on site assistance is required, Customer should not permit anyone other than T2C or a T2C certified reseller to perform service on Hardware under warranty, unless directed by T2C.

EXCLUSIONS

Items not covered under warranty. Certain service activities and materials are not covered by T2C's warranty and will be charged to the Customer at T2C's prevailing hourly rate for the service requested. These include, but are not limited to, warranty claims in connection with:

- Alterations or attachments not provided by T2C, approved by T2C in writing, or compatible with T2C's standard interfaces.
- Third party delivered services or attachments (other than Digital Connect) that could include electrical and networking interfaces (GSM, CDMA, Wi-Fi and Ethernet).
- Any negligence, misuse, or abuse by Customer or a third party including theft or vandalism.
- Failure to perform regular cleaning, inspection, adjustment or preventive maintenance activities or to follow proper procedures for operation in accordance with T2C recommendations as set out in the user manuals and documentation.
- Movement of T2C products by anyone other than T2C or a certified T2C reseller.
- Failure to adhere to T2C installation or site preparation standards.
- Damage resulting from extreme weather conditions, such as flooding, lightning, fires or any act of force majeure.
- Hardware upgrades as a result of changes in rules or regulations outside of T2C's control (for example, changes to PCI Data Security Council requirements).
- Training issues not covered in the user manuals which are charged on an hourly basis. Arrangements for training can be made through your Regional Sales Manager or local authorized reseller.
- Unless otherwise agreed in writing, T2C shall not assume the warranty obligations of any other party.
- Batteries, locks and keys are limited to a thirty (30) day replacement warranty. USB keys may be replaced within ninety (90) days of purchase. Any services requested in connection with locks or lock components are charged on an hourly basis. All other consumable items are excluded from warranty coverage.
- Globalcom BV1000 EMV credit card readers with a "Tampered" status.

OBTAINING WARRANTY SERVICES



1. **Obtaining warranty service.** To obtain warranty service for Hardware located in North America, please contact T2C Customer Service using one of the following options:

Phone: 888.687.6822

E-mail: support@digitalpaytech.com

Web: support.digitalpaytech.com

A T2C support specialist will determine if the Hardware is experiencing a problem covered under warranty.

2. **Software warranty service.** Customers must provide the hardware configuration and serial number of the system running the software with the problem, its physical location, the name, release and version number of the operating system software and a description of the problem.
3. **Returning parts or products.** Parts or products under warranty which T2C deems to be defective should immediately be returned for replacement, together with the Return Merchandise Authorization (“RMA”) number issued to Customer. Parts or products must be packaged in accordance with T2C instructions with the RMA number clearly visible. All return shipping costs are the responsibility of the Customer. T2C will notify Customer when T2C ships the replacement part or product and all defective parts or products must be returned to T2C within thirty (30) days of such notice to avoid charges. Late return of defective parts will result in Customer being invoiced for the full amount of the replacement part issued to Customer. T2C will repair all defective parts received outside of the thirty (30) day time period and will return them to Customer. Returned defective parts or products which do not require immediate replacement will be repaired and returned to Customer at no charge. If returned parts are defective due to any of the exclusions outlined above, Customer you will be charged for the full value of the replacement part issued.



SERVICE LEVEL AGREEMENT

This document is designed to outline the service level agreement for T2 Systems Support Services for all products, as well as the T2 Hosting Environment.

SUPPORT SERVICES

Support Services is offered to customers utilizing T2 Systems Hosted Products and Services, that have a valid subscription, hardware maintenance contract, or warranty period.

Normal Business Hours

Normal business hours are Monday – Friday, 8:00 AM – 8:00 PM Eastern, excluding T2 Approved Holidays. The list of holidays is located in T2 Communities. Support for critical issues is available 24x7x365 via our emergency support process. See the section on case priority for more information on the emergency support process.

Structure

Support Services is structured into 3 teams: Flex PE, PARCS and PayStations.

- The Flex PE team provide support for Flex, FlexPort, Mobile and Crystal Reports.
- The PARCS team provides support for the T2 PARCS product, and AutoCount.
- The PayStation team provides support for PayStations and Iris.

The Support department is comprised of Levels; Customer Care Team and Product Support. Among Product Support, there are Expert Teams, in which cases will be escalated as deemed appropriate. Additionally, depending on the business impact, some critical cases may have a management escalation, where management will be made aware of the impact of the case and become involved as necessary. In the event this happens, the case contact will be made aware of the escalation from the employee working the case.

If the case is not part of a management escalation, and the case contact believes it should be, or wish to speak to a manager concerning the handling of the case, Support Services Managers are available to listen and engage. In such an event, the customer may escalate directly to the following:

Joseph Houff



Manager, Product Support – Flex

Email: jhouff@t2systems.com

Phone: 317-524-7442

Melissa Morgan

Manager, Product Support – PARCS

Email: melissa.morgan@t2systems.com

Phone: 317-715-1507

Natalie Gleeson

Manager, Product Support - Pay Stations

Email: natalie.gleeson@t2systems.com

Phone: 778-375-6065

Any escalations beyond the Product Support Managers should be directed to:

Khuspal Liversidge

Vice President, Product Support

Email: khuspal.liversidge@t2systems.com

Phone: 778-375-6033/604-318-4039

Maggie Vercoe

Senior Vice President, Customer Experience

Email : mvercoe@t2systems.com

Phone: 317-524-5500/317-524-7480



Case Priority and Target Response

Priority	Business Impact	Examples of Business Impact	Response Target
(5) Request	Non-time sensitive request; Equipment returned for repair or replacement, or report.	Future release upgrade; install Maintenance/Repair of hardware Request for report, letters, queries, widgets, scripts Report submission to library	5 business days
(4) Low	Hindrance to the work and an acceptable work around is available.	Application installs All non-production (“Test”) service/solution issues Product information questions/requests Web site login requests Product information/training Non critical PARC’s application issue, i.e. Socket Server	3 business days
(3) Medium	Interruption of work exists and work around is available.	Handheld issue; one or more units are not operable (not all units) T2 Hosted Production inconsistent connectivity Processes not working as expected, i.e. Report, Task, Letter, Query Request for RMA Lane down in a multi-lane PARC’s facility	1 business days
(2) High	Interruption to critical processes and no work around is available.	Production is slow Handheld issue (all units) Nonfunctioning Payment or Credential method in a PARC’s facility	4 hours
(1) Critical	Interruption to critical business processes and no work around available.	Production down/inoperable	1 hour



Changes in Case Priority

There may come a time when the employee working your case deems it necessary to change the priority of your case. For example, a support employee may upgrade the priority of your case based on new knowledge of business impact or additional degradation of service. A support employee may downgrade the priority of your case based on actual business impact or additional information about the case.

Supported Solutions

T2 supports only the current and most recent previous versions of T2 software. T2 supports all hardware that is prior to its announced end-of-support date.

Expectations of Customer

In an effort to provide timely customer service to all customers, we ask that the customer opening the case remain responsive to communications throughout the life of the case. If communication from the customer remains delayed or the customer needs to postpone beyond the resolution targeted time period, the case owner will close the case, until timing is better for the customer and a new case can be reopened.

In hardware support scenarios involving customers who do not maintain a pool of hardware replacement spares, or who do not retain technical staff (qualified and equipped to troubleshoot hardware failures – with or without T2 Remote support) ultimate resolution times will be extended. While T2 will support to identify the appropriate actions required to resolve a hardware issue within the SLA targets, ultimate resolution of Hardware issues will be dependent on availability of Field Service personnel (if needed), replacement parts and/or the turnaround time of repair facilities.

THE FLEX HOSTING ENVIRONMENT

Overview

This section applies exclusively to T2 Hosted customers. This document will explain T2 Systems IT platform, production applications and data in a secured and managed hosting environment. T2 Systems IT platform includes the hosting center facility, network connectivity (e.g., switches, routers) and network security components within the facility, as well as a suite of a la carte services.

T2 HOSTING PRODUCTION ENVIRONMENT

Uptime/Availability

T2 considers uptime a measurement of when the T2 Systems hosted solutions are present and ready for use, accessible in a usable form, or capable of responding to customer requests



or processing and the customer can substantially use and access all of the functions of the hosted services in accordance with their intended use.

T2's targeted uptime is at least 99.0% of the time during each calendar month, calculated on the basis of seven days per week and twenty-four hours per day. Excluded from the uptime calculations are maintenance windows defined on the T2 Hub; a daily one-hour after-hours reboot window, and a weekly 2-hour after-hours maintenance window, and any other announced maintenance. In the event of a disaster of sufficient impact to result in the invocation of the T2 Disaster Recovery plan, the uptime will be below this target and we will instead measure against meeting the 72-hour Recovery Time Objective (RTO).

Notifications for Upgrades, Outages, and Events

Notifications for planned outages are limited to outages that occur outside of the normal maintenance windows setup by the IT Operations Team for the T2 Hosting Environment. Published regularly scheduled outage times are available on the T2 Hub.

In the event that a planned outage occurs outside of the normal maintenance window, all efforts will be made to alert customers of the T2 Hosting Environment 7 days prior to the outage. If no advanced notification is given, at least 24 hours post the unscheduled outage, a message will be delivered to affected parties if the outage lasted longer than 10 minutes.

Upgrades to the T2 Hosted Environment are regularly scheduled at least 7 days in advance to the upgrade. T2 Hosted customers are required to upgrade to the latest release of Flex after the release becomes generally available. This includes both FlexPort and Flex.

Every effort is made to notify customers of an upgrade within this window. However, certain emergency/critical situations arise where a Hotfix or patch upgrades that are required to deliver significant performance, stability, or security fixes may be applied at the discretion of the IT Operations Manager. After such an upgrade, customers that were affected will be contacted via email within 24 hours.

Backups and Disaster Recovery

Backups are handled using an industry standard enterprise backup system. Both Oracle data and application data is protected through a tiered approach that includes Disk to Disk Backup, and Off-site replication to a Disaster Recovery facility over 100 miles away.

Backups are performed on the system consistently. Replication to the external facility is also a consistent process.

Our current backup design allows us to achieve a Recovery Point Objective (RPO) of 24 hours and a Recovery Time Objective (RTO) of 72 hours.

System Security

T2 Systems shall also maintain awareness of security vulnerabilities associated with systems and networks hosting customer data and take the action reasonably necessary to apply such fixes and patches as may be released for those systems. Routine patches must be applied within 60 days of release, and critical patches will be applied within 30 days of release.



Customer Data

T2 maintains that customer data in the Hosting Environment belongs to the customer.

T2 Solution Upgrades

T2 Solutions are updated regularly. Releases contain substantial functionality changes, improvements, and/or additions.

Upgrades to each generally available release will be performed on T2 Hosted customers – usually within 2 weeks of the release. Customers in the Hosting Environment are expected to upgrade to these releases. Customers will receive an upgrade notification that explains to them the scheduled downtime for their upgrade as well as a date and time after-hours for their upgrade. Customers will have the ability to reschedule their upgrade as necessary, as long as customers remain within a supported version of the T2 Solution suite.

T2 FLEX STAGING/TEST HOSTING ENVIRONMENT OVERVIEW

Test and staging database(s) will be a point-in-time copy of a customer's database and will have the necessary instances of the T2 Solution required by the need of the test or staging objective.

The database will be maintained on a sever that is of T2's choosing and will most likely not be the same hardware as used to host production databases.

T2 Staging/Test Hosting Environment Upgrades and Backup

The database will be refreshed upon customer request. Typically, these refreshes are moderately infrequent (about 6 or less per year). Frequently Scheduled requests or automated requests are not available at this time. Depending on the timing of the request, copying the production database to the test database may require some additional downtime for the production database.

Test/Staging Databases will NOT be backed up (though they will be on resilient hardware). In the unlikely event that a database is rendered unusable, it will be recreated from a production copy of the customer's database (in lieu of restoration from a backup that would be used in the event a production database needed to be restored).

T2 Staging/Test Hosting Environment Backup Uptime and Availability

Databases will not be available in the event of a disaster until normal operations resumes. Upon resumption of normal operations after a disaster, databases will be recreated from a production copy of the customer's database.

Though T2 will make reasonable efforts to keep databases available the vast majority of the time, databases will not be subject to the normal Uptime and Availability for T2's Production



Hosting Environment and Staging/Test's availability will not be used in the calculation of uptime/downtime.



City of Lake Geneva

Pay-by-Plate Parking Terminals and Technology

Table of Contents

Company Background/Executive Summary.....	2
Project Team and Experience.....	3
Training.....	4
Project Approach and Schedule.....	5
Sample Service and Maintenance Contract.....	6 - 9
RFP Specification Requirements.....	10,11
Bid Proposal Pricing.....	12-15
Certification Statement and Insurance.....	16
References.....	17,18
Product Information.....	19,20
Warranty Letter.....	21



Total Parking Solutions Inc.

Company Background / Executive Summary

Total Parking Solutions will provide the Village of Glencoe with a fully customizable and integrated MSM pay by plate solution based upon the specifications provided. Our experience in the local market-place sets us apart from any other multi-space meter vendor. The equipment we provide is considered among the best in the industry since 1955, and TPS service in the Chicago area is unparalleled.

We have built long term relationships with many communities throughout the area by providing solid, reliable equipment and outstanding service at a fair cost. Because we are a local company, we have a firm understanding of the various aspects it takes to coordinate a project such as this.

- Locally owned and operated for over 14 years
- Specializing in MSM equipment and installations
- Management team with Over 60 years industry experience
- Faithfully serving more than 80 area municipalities
- Certified industry leading technical and support staff
- Solid, reliable equipment
- Strategic relationships with 3rd party industry providers for integrated applications such as, mobile pay, LPR systems, citation management, and device payment process.
- Members of various local police, municipal and industry associations

Total Parking Solutions has been partnered with Cale America and Cale Group of Sweden, a manufacturer of parking pay stations since 1955, since our beginning. We have found the equipment to be very reliable and the corporate support structure exceptional. Because we have grown to be the largest Cale partner in the U.S. and 4th largest worldwide, we are able to provide our customers with manufacturer level support with a "local "understanding" of their needs.

Project Team & Experience

Total Parking Solutions, Inc. headquartered in Downers Grove, IL was founded in 2005 by two local parking professionals who saw a need for a company that specialized in multi-space meter solutions design, sales, implementation and providing for superior customer service and support. Both were basically non-existent in the Chicago land market. Total Parking Solutions is an independent corporation that specializes in providing multi-space parking solutions for municipalities, public institutions, and private parking operators. Total Parking Solutions has installed and provides support for nearly 800 pay stations in the upper Midwest, including Illinois, Michigan, and Wisconsin for more than 80 municipalities. Installations consist of as few as one meter in the Village of Bellwood and as many as 126 in the City of Evanston. Our Customer Service and Support team has proven time and again to be the finest in the industry. The market success TPS has demonstrated since our inception and a Management team with over 60 years parking industry experience is why Total Parking Solutions continues to be the choice for municipal multi space parking solutions. Many of our installations can be seen on our website at <http://www.totalparking.net> or on Facebook including our 130 meter installation for Metra in 2009 at 37 stations throughout the Metra system.

The principal partners are Tom Zawacki, President and co-owner, who has over 25 years of experience in Administration and Sales/Design in the parking industry, and Joe Smith, Corporate Secretary and co-owner, who has over 30 years of experience in parking operations and management, the majority in the public sector.

Our Service Manager Vic Senffner has over 15 years parking industry experience and is widely considered to be one of the finest technicians and programmers in the industry. Our service staff is highly trained and motivated to consistently provide exemplary service. All of our service technicians are certified on Cale multi-space equipment and have provided service on many competitors equipment as well. Understanding that all parking equipment, no matter how well engineered will require service, we have gone out and recruited only seasoned parking industry service technicians. Backed with a large supply of stock parts and an industry leading manufacturer support structure, our technicians provide our customers with the least amount of equipment downtime as possible.

Our experiences and relationships with all our clients more than qualify us to not only complete this installation, but also provide the support necessary for a smooth transition to a multi-space meters operation that we pledge we will continue for years to come. We are extremely detail oriented and understand that although the pay stations are first priority, the intangibles involved in a project like this are critical to its success. We strongly encourage you to call our references. They will be the true testament as to why Cale's equipment and back-office solutions, and Total Parking Solution's service and support expertise, will most benefit your City and its parking public, bar none.

Training

Three training sessions include:

1. first-line maintenance, (i.e., paper replacement, coin and bill jams) collections and parking terminal operation
2. Parking enforcement
3. WebOffice™ back office training for all financial reporting, administration and maintenance alarms and notifications

Schedule:

The first two days that the new pay by plate system is active, Total Parking Solutions will have staff on location to assist patrons in the operation of the new terminals.

Pre-Installation	Preliminary WebOffice™ Enforcement integration training Preliminary WebOffice training is a brief overview of the back office system that gives the Enforcement officers and any first line support Individual's knowledge of warnings, alarms and enforcement screens. This initial training is completed in approximately 1-2 hours at City Hall.
Post Installation	First line maintenance and collection training for support staff First line training takes place on-site hands-on at one of the parking terminals. This includes but is not limited to paper jam repair and replacement, coin jam repair, basic parts replacement, simple rebooting, diagnostics interpretation, collection. Our Service Manager will first demonstrate and then supervise a hands-on training until it is determined by him that any staff having direct contact with the terminals has gained a firm level of confidence comfort with repairs and operations. Approximately 1-2 hours.
Post Operation	Complete WebOffice™ training (includes finance, enforcement, administration) <i>this training is conducted 1 week after a site is activated to allow for data to build in the system.</i> A comprehensive WebOffice™ system training will be conducted at City Hall for any City staff that will be involved in the financial aspects of the system, any administrative personnel, and police staff involved in enforcement and any field staff that will be receiving terminal notifications and alarms. Training will last 3-4 hours.

Training Manager:

Mr. Victor Senffner
Service Manager
2721 Curtiss St.
Downers Grove, IL. 60515
Office: 630-241-1984
Cell: 630-207-4425
vsenffner@totalparking.net

Project Approach and Schedule:

- Immediately upon award, TPS management staff, including owners Joe Smith and Tom Zawacki, and Service Manager Vic Senffner, are available 24/7 via cell phone from this date until protect completion as determined by the City of Lake Geneva.
- Pay stations are ordered.
- Site work is conducted to determine and mark the exact placement of all equipment and signage.
- Information necessary for programming is requested from the City, (i.e., rates, days and hours of operation, and credit card processing information).
- JULIE is contacted and locates are scheduled one week prior for any installation sites that may require excavation or concrete work.
- Any concrete pads required for the pay station installation are poured as required. Pay station installation brackets used for new concrete are installed.
- Drop shipment delivery of equipment to a City location is scheduled.
- Pay station keys and spare canisters are transferred to City Parking Manager or designee.

Schedule:

- contract awarded
- parking terminals ordered from factory
- terminal display graphics and signage are approved; all programming data for credit card processing and third party integrations is supplied.
- programming data tested and verified at TPS facility
- All 3rd party integrations are tested at TPS facility with programmers
- All terminals are tested and inspected for proper operation at TPS facility
- Terminals are delivered to location and installed to meet the "live" date as determined by the City of Lake Geneva.

Pay stations can be installed at a rate of thirty (30) per day.

*** Total Parking will ensure standard paid parking operations at pay stations will not be disrupted during the installation.**



Total Parking Solutions Inc.

**Service & Maintenance Contract
For Parking Terminals
City of _____**

Commencement Date:

Customer:

City of _____
123 Main St.
Anytown, U.S.A. 12345

Service Provided By:

Total Parking Solutions, Inc.
2721 Curtiss Street
Downers Grove, IL 60515

Principle Objective:

Total Parking Solutions, Inc. is committed to providing the highest quality, professional service and maintenance in a timely manner to allow for minimal inconvenience to our customers.

Contract type:

This contract shall provide for service and maintenance of Pay by Space terminals at the specified locations and defined as ***Quarterly Preventative Maintenance including all Parts and Labor.***

*Contract does not cover damage to terminals caused by vandalism, acts of God, or owner negligence.

Preventative Maintenance:

Standard preventative maintenance will include internal and external cleaning of all terminals covered by this contract. Inspection of all mechanical operations, calibration and lubrication of the terminals as per attached detailed list for optimal operation.

Customer Responsibilities:

Total Parking Solutions, Inc. will provide for "First Line Maintenance" training to individuals specified by the City. This training will allow for the customer to clear note, coin, card, or paper jams, replace receipt paper and determining machine faults in reporting service issues to Total Parking Solutions service department. This type of training will be known as "First Line Maintenance". Repair of these aforementioned machine faults shall be the responsibility of the customer.

Total Parking Solutions, Inc. shall provide follow-up training for repair, collection, and WebOffice in the event it is necessary for refreshers and/or new City hires. Training shall be requested to be scheduled with a minimum of one week advance notice.

Service Calls:

Total Parking Solutions, Inc. will operate under a maximum 24-hour response cycle from 7:30 am until 5:00 pm Monday through Friday. After hours and weekend service is available to the customer and will be invoiced as additional to the contract at the following rates:

Friday from 5:00 pm until Saturday 5:00 pm \$168.00 per hour / 2 hour minimum

Saturday from 5:00 pm until Monday at 7:30 am \$224.00 per hour / 2 hour minimum

*Emergency service will be billed as a portal-to-portal call out.

Service Reporting and Technical Support:

All service calls will be reported to our service department of Total Parking Solutions, Inc. at 630.241.1984. Total Parking Solutions will provide telephone assistance to City staff at no charge. Cale America's 24/7 Helpdesk support shall also be available at 877.620.2253.

WebOffice subscribers shall have their machines monitored daily each weekday morning via WebOffice by TPS technical support. Any peculiarities in machine activity shall be reported to City staff for investigation.

Replacement Parts:

Total Parking Solutions will guarantee that all parts provided being either new or exchanged will be original manufacturer parts and no substitutions will be used.

Term of Contract:

The term of this contract shall be _____ year(s) from the commencement date. As this contract is binding, Total Parking Solutions, Inc. will allow the termination of this contract due to the inability of Total Parking Solutions to provide adequate service as agreed upon. This cancellation will require a written 14-day notice prior to termination.

Price Deviations:

Total Parking Solutions, Inc. will agree to hold the agreed upon contract price for the term of this agreement. If consumer indexes or manufacturer parts pricing dictate Total Parking Solutions will have subsequent ability to increase contract pricing prior to renewal, any such increase will be made known to the customer in advance and will be subject to agreement between both parties.



Execution of Agreement by:

Title: President of Operations, Co-Owner

For: Total Parking Solutions, Inc.

and

Execution of Agreement by: _____

Title: _____

For: City of _____

Date of Execution: _____

Rate Schedule

Description of Service: 100% parts and labor including quarterly preventative maintenance inspections

Number of Terminals: ## Cale (type) parking terminals

Cost:

PREVENTATIVE MAINTENANCE INSPECTION DETAIL

Total Parking Solutions will routinely carry out the following inspections and procedures during the performance of all preventive service and maintenance visits:

- Clean and inspect tension of all cable connections
- Remove and clean coin validator
- Remove and clean bill acceptor and inspect belts and rollers for wear
- Remove and clean printer moving parts and thermal printing head
- Inspect and clean card reader read heads with alcohol impregnated pads
- Conduct sensitivity check of the coin inlet sensor, adjust if necessary
- Check soundness of door gaskets / Check for any evidence of moisture entering the machine
- Conduct a general housekeeping interior housing of machine
- Clean exterior of cabinet and remove any unauthorized stickers or graffiti
- Test the charging voltage being received at the battery
- Inform customer of parts in need of replacement and replace same

SECTION 5: SPECIFICATIONS REQUIREMENTS

- Modem shall be 4G/LTE and outfitted to be upgraded as needed without hardware changes beyond the actual unit components and support systems **COMPLY**
- No upgrade fee for software and hardware for the term of the agreement **COMPLY**
- Vendor shall guarantee modem support and functionality for 10 years and/or outline estimated costs of modem upgrades for next 10 years **In the event a modem upgrade is needed, Total Parking Solutions will replace said modem at cost, approximately \$ 400.00 per unit.**
- Meter unit shall be flexible and capable of being upgraded at minimal cost without hardware changes beyond the actual unit components and support systems for next 10 years **COMPLY**
- Shall include a Mobile Application so that patrons can pay for parking through their smart phones (compatible with system) **COMPLY**
- Shall include Mobile Application for wayfinding applications (compatible with system) **COMPLY**
- Software and hardware shall be compatible and high performing with current Enforcement Operational System **COMPLY, we are currently partnered with Lake Geneva E.O.S.**

UpSafety

- System shall have the lowest level latency/most efficient transfer of parking transaction data that reduces impact of server output **COMPLY**
- System shall transfer accurate real-time data to enforcement units in less than 45 seconds **COMPLY AND EXCEED, transfer is less than 15 seconds**
- System shall transfer data via "push method" interface to enforcement units **COMPLY**
- System shall not experience delay before transferring data **COMPLY**
- Units shall be weather proof and stainless steel **COMPLY**
- Units shall be vandal-resistant and corrosion resistant **COMPLY**
- Screen shall be touch screen capability or color or both **COMPLY, Color Touch Screen**
- Unit shall be self-explanatory for customer to operate; eliminating the need for external signage or excessive directions and stickers **COMPLY**
- Unit shall have capability to "waken" via sensor upon customer's approach eliminating need for external signage to turn unit on **COMPLY**
- Maintenance door shall be tamper-resistant with multiple locking points **COMPLY**
- Currency door shall be tamper-resistant with multiple locking points **COMPLY**
- Vendor shall provide real-time credit card authorization **COMPLY**
- Units must shall have 13W solar powered panel capable of efficiently charging battery in unit utilizing ambient light **COMPLY**
- Unit(s) shall be installed with new battery that meets unit requirements **COMPLY**
- Unit shall have high performing power source and panel charging performance **COMPLY**
- Guarantee of a minimum of 3 year life of each battery **COMPLY and exceeds, 5 year**
- Units shall be interchangeable as a solar-powered or A/C unit at no additional cost **COMPLY**
- Units alerts must include communication, audit, battery, and general maintenance **COMPLY**
- Back office system shall have real-time reporting capability including financial reporting,

revenue balance, collection, purchase, card transaction, and maintenance alert/alarmsstatus

COMPLY

- 10% one year warranty on parts and service **COMPLY**
- 10 year guarantee of PCI-DSS compliant requirements **COMPLY**
- Option for Maintenance Agreement for life of unit(s) **COMPLY**
- 10 year guarantee of all hardware, software and firmware including modem upgrades and battery-powered performance **COMPLY Any and all hardware, software, and firmware causing system malfunction is covered as part of the attached sample Service and Maintenance agreement. Modem upgrades, if necessary, will be replaced at cost.**
- 10 year guarantee of all parts availability to support units **COMPLY**
- Vendor shall provide an annual assessment, or upon the request of the Parking Manager, of the City's entire meter operations in order to plan for future upgrades, new technology integrations and/or solve reoccurring issues at no cost to the City **COMPLY. Annually, after season (Labor Day) TPS executive staff will meet with the Parking Manager to review the season to offer solutions to any issues and to update the manager on new product development offerings.**
- There shall be a Financial penalty of \$1,000 per day for any operational interference due to failed data communication and/or equipment failure until resolved/ per unit **COMPLY If any system outage or communication failure is determined to be due a system failure on the part of Flowbird or negligence on the part of Total Parking Solutions.**
- Support service shall be available Monday through Saturday including holidays **COMPLY**

The RFP specifies that bidding parties include a 3 to 5 year upgrade plan. It is with full confidence that Total Parking Solutions will deliver a fully turn key operational multi-space parking system, including both hardware and software, that will not require any upgrade whatsoever over the course of the life of the system well over 5 years.

BID PROPOSAL 2019

a. Name, Model Number, and Description of Unit/Software

Version. Flowbird CWT Stealth Multi-Use Kiosk

b. Price per unit. \$ 6370.00

c. Shipping/Handling. \$ 125.00

d. Installation/Activating fees. \$ 112.00

e. Description of signage included. \$ NA

f. Back-office cost-subscription cost per month/annual per unit. \$ 65.00

g. Description of unit communication service/cell carrier name. AT&T

h. Estimated latency time (in seconds) in transferring data from meter communication to existing City enforcement system. Less than 15 seconds

i. Cost of ~~(modern communication)~~ service per unit per month (mandatory 4G/LTE).
\$ see item f above

j. Description of Maintenance Coverage/Warranty Agreement per unit (based on 10 month agreement) (mandatory 1st year free)

See attached sample service and maintenance agreement for details

k. Cost of Maintenance Agreement per unit/annually. \$ 560.00

l. Support Services fees. none

m. User Fees (proposal shall include any fees to the City associated with the installation or inclusion of mobile payment or wayfinding applications).

\$ none

n. Misc. fees including itemized wires, cords, batteries, currency canisters and any and all items needed in the installation, activation and/or daily performance of unit.

\$ none

- o. Description of power source/battery amp/specs.

Solar powered, 12V80AH

- p. Estimated battery life in unit before (manual) re-charge (outside of solar charger).
5 years Description of Solar Panel and unit charging process-specs.

Solar panel is 12V, 13.6 W. Charges 12v 80AH battery through the main board.

- q. Any and all other fees associated with the installation, maintenance, hardware, software, performance and firmware. \$ none

- r. Total Cost per unit. \$ 6,607.00

- s. Total Cost for 35 units. \$ 231,245.00

- t. Total Cost for 63 units. \$ 416,241.00

- u. Anticipated upgrade costs in 3-5 years.
\$ none

2020

- a. Name, Model Number, and Description of Unit/Software version.

Same as 2019

- b. Price per unit. \$ Same as 2019

- c. Shipping/Handling. \$ Same as 2019

- d. Installation/Activating fees. \$ Same as 2019

- e. Description of signage included. Same as 2019

- f. Back office cost-subscription cost per month/annual per unit. \$ Same as 2019

- g. Description of unit communication service/cell carrier name. Same as 2019

- h. Estimated latency time (in seconds) in transferring data from meter communication to existing City enforcement system. Same as 2019

- i. Cost of (modem communication) service per unit per month (mandatory 4G/LTE).
\$ Same as 2019

Description of Maintenance Coverage/Warranty Agreement per unit (based on 10 month agreement)
Mandatory first year free.

Same as 2019

- j. Cost of Maintenance Agreement per unit/annually. \$ Same as 2019

 - k. Support Services fees. \$ Same as 2019

 - l. User Fees (proposal shall include any fees to the City associated with the installation or inclusion of mobile payment or wayfinding applications).
\$ Same as 2019

 - m. Misc. fees including itemized wires, cords, batteries, currency canisters and any and all items needed in the installation, activation and/or daily performance of unit.
\$ Same as 2019

 - n. Description of power source/battery amp.
Same as 2019

 - o. Estimated battery life in unit before (manual) re-charge (outside of solar charger)
Same as 2019

 - p. Description of Solar Panel and unit charging process.
Same as 2019

 - q. Any and all other fees associated with the installation, maintenance, hardware, software and firmware. \$ Same as 2019

 - r. Total Cost per unit. \$ Same as 2019

 - s. Total Cost for 35 units. \$ Same as 2019

 - t. Total Cost for 63 units. \$ Same as 2019

 - u. Anticipated upgrade costs in 3-5 years.
\$ none
-
-

a. Percent Increase/decrease (circle one) for 2020 will be 0 % in addition/subtraction (circle one) to 2019 rates.

b. Required *Alternate* #1. Supply (30) thirty additional batteries matching those supplied in the original document. Additional price, if any. \$ 4,950.00

SECTION 11: TRAINING AND INSTALLATION SCHEDULE

All vendors shall submit a project management schedule and be expected to maintain the schedule throughout the installation of the system. The schedule shall include:

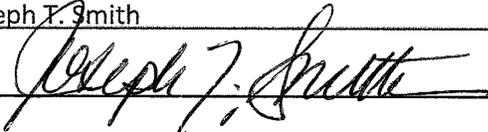
- a. Estimated timeline of training on software and equipment **SEE TRAINING**
- b. Training fees **NONE**
- c. Estimated timeline of installation of one unit
- d. Estimated timeline of installation of 63 units **TWO (2) DAYS**
- e. Date of certain completion **TBD - As determined by the City of Lake Geneva Parking Manager**

CERIFICATION STATEMENT

- a. I hereby certify that all statements herein are made on behalf of Total Parking Solutions, Inc.
(Name of Corporation), partnership or person submitting bid) and that I have examined and carefully prepared this Proposal from the specifications/requirements and that I have full authority to make such statements and submit this proposal.

Company Total Parking Solutions, Inc.

Name Joseph T. Smith

Signature 

Title Corporate Secretary

Phone 630-241-1984

Email jsmith@totalparking.net

INSURANCE QUESTIONNAIRE

- a. Length of time in business 15 years

- b. Company is insured as follows:

Name of Insurance Company: Country Insurance

Agency: Brian Zielinski

Policy Number: AB 2321200-10 Expiration Date 4/30/2020



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

11/14/2019

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER BRIAN A ZIELINSKI (25224) 106 STEPHEN ST STE 102A LEMONT, IL 60439-0000	CONTACT NAME: BRIAN A ZIELINSKI PHONE (A/C, No, Ext): 630-257-6100 E-MAIL ADDRESS: BRIAN.ZIELINSKI@COUNTRYFINANCIAL.COM	FAX (A/C, No): 630-257-1623
	INSURER(S) AFFORDING COVERAGE	
INSURED 3133231 TOTAL PARKING SOLUTIONS INC 2721 CURTISS ST DOWNERS GROVE, IL 60515	INSURER A : COUNTRY Mutual Insurance Company	NAIC # 20990
	INSURER B :	
	INSURER C :	
	INSURER D :	
	INSURER E :	
	INSURER F :	

COVERAGES**CERTIFICATE NUMBER:****REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC			AB2321200	5/1/2019	5/1/2020	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
A	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input checked="" type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS			AB2321200	5/1/2019	5/1/2020	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 10,000			AU2321200	5/1/2019	5/1/2020	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000 \$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) if yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	AW2321200	5/1/2019	5/1/2020	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 500,000 E.L. DISEASE - EA EMPLOYEE \$ 500,000 E.L. DISEASE - POLICY LIMIT \$ 500,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

CERTIFICATE HOLDER**CANCELLATION**

CITY OF LAKE GENEVA
 626 GENEVA ST.
 LAKE GENEVA, WI 53147

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE



BUSINESS REFERENCES

Vendors must provide (3-5) five references of current clients within 100 miles of the City. References should have similar scope, volume and requirements to those outlined in this RFP.

Reference #1

- a. Company/Agency Name City of Evanston
- b. Contact person (name and title) Michael Rivera, Parking Manager
- c. Completed street address 1800 Maple Ave., Evanston, Il. 60201
- d. Telephone number (847) 815-2018
- e. Email address michaelrivera@cityofevanston.org
- f. Type of business Municipality
- g. Dates of service 5/2008 to present
- h. Size (number of multi-space meters/pay stations) 124
- i. Contract value \$ 1,000,000 +
- j. Description of work performed Install, maintain, and support full pay by plate operation

Reference #2

- a. Company/Agency Name Village of Oak Park
- b. Contact person (name and title) John Youkhanna, Acting Parking Manager
- c. Completed street address 123 Madison Street, Oak Park, Il. 60302
- d. Telephone number (708) 358-5700
- e. Email address jyoukhana@oak-park.us
- f. Type of business Municipality
- g. Dates of service February 2006 to present
- h. Size (number of multi-space meters/pay stations) 73
- i. Contract value \$ 1,000,000.00 +
- j. Description of work performed Install, maintain, and support full pay by plate operation

Reference #3

- a. Company/Agency Name City of Joliet
- b. Contact person (name and title) Thomas Schwerha, Parking Superintendent
- c. Completed street address 150 W. Jefferson Street, Joliet, Il 60432
- d. Telephone number (815) 724-4214
- e. Email address tschwerha@jolietcity.org
- f. Type of business Municipality
- g. Dates of service December 2008 to present
- h. Size (number of multi-space meters/pay stations) 27
- i. Contract value \$ 350,000 +
- j. Description of work performed Install, maintain, and support full pay and display operation

Reference #4

- a. Company/Agency Name Village of Forest Park, Il.
- b. Contact person (name and title) Tim Gillian, Village Administrator
- c. Completed street address 517 Des Plaines Avenue, Forest Park, Il. 60130
- d. Telephone number (708) 615-6201
- e. Email address tgillian@forestpark.net
- f. Type of business Municipality
- g. Dates of service July 2006 to present
- h. Size (number of multi-space meters/pay stations) 43
- i. Contract value \$ 500,000 +
- j. Description of work performed Install, maintain, and support full pay by plate operation

Reference #5

- a. Company/Agency Name City of Whiting, In.
- b. Contact person (name and title) Harry Peterson, Street Commissioner
- c. Completed street address 1915 Front Street, Whiting, Indiana 46394
- d. Telephone number (219) 659-7700
- e. Email address hpeterson@whitingindiana.com
- f. Type of business Municipality
- g. Dates of service June 2014 to present
- h. Size (number of multi-space meters/pay stations) 16
- i. Contract value \$ 190,000.00 +
- j. Description of work performed Install, maintain, and support full pay by plate operation

Cale/Flowbird CWT "Stealth" Parking Terminals

- Cabinet .08" 304 stainless steel construction, powder coated with anti-graffiti design
- Color – black (custom colors are available)
- Weight 229 pounds
- Dimensions 61.22" H x 16.42" W x 15.35" D
- Power: AC - 230V / 115 V AC
Solar - 20 W solar panel with battery backup, 12V 80 AMP HR
- coin acceptor, 16 coin types, mechanical slot shutter with inductive loop
- credit/debit card reader, swipe and insertion type, PCI compliant
- Display – 9" color touch screen, with backlit light sensor
- Front face motion detection light sensor
- Data storage - 1,024 KB static RAM, 16M memory card, transaction back up 5,000 transactions per machine
- GSM/GPRS 3G/4G cellular modem and antennae
- Locking system – Six point locking mechanism, drill protection locks
- Thermoelectric printer with optional take ticket sensor, landscape or portrait
- custom software and programming
- one roll receipt paper
- One year warranty on machine and parts

Central Management System "Cale WebOffice"

WebOffice is Cale's secured internet based Central Management System. The levels included are management and financial reporting, text and e-mail alarms, credit card acceptance, and remote enforcement.

- Provides maintenance, management, financial, and historical reporting data that can be accessed from any internet based computer.
- Report features allow for the conversion of data to formats of bar graphs and pie charts. Data is easily exportable to MS Excel for customization. Data retrieval has unlimited date search parameters for all transactions and individual parking space usage history.
- System sends real time alarms to City staff as designated by the administrator for issues related to coin and bill jams, receipt paper, power, and security via text messages and/or e-mail.
- System can be integrated with City of Lake Geneva enforcement software/handheld provider.
- Allows rate changes, ticket layout, time intervals, and any text display screen changes to be done remotely.
- Allows set up of various password protected security levels for users/employees as determined by City designated administrator. For instance, maintenance staff can be set up to receive maintenance alarms but not have access to the financial reporting.
- Credit card security platform is Level One PCI compliant. Credit/debit card payments are real time.
- Unlimited users and no user license fees
- No fees for third party integration

Other major items of note:

1. Cale offers our complete web based management tool at one low cost flat fee. Cale does not offer portions, and then charge more for features you may not want/need to use later.
2. Cale includes the wireless data plan. This is beneficial because if there is an issue with meter communications, the City need only make one call, to us, because we are responsible for the communications to the meter. We work with the phone company to resolve issues. There is no need to purchase your own data plan.
3. Cale charges nothing for credit card transactions. Some companies will charge flat fee, on top of the interchange and merchant fees that are mandatory; Cale charges nothing other than the back office fee. And, we will work with any bank and their preferred processor. If we do not already own the bank/processors integration software, we will purchase it separately and the City will not need to bear any of that cost.
4. Cale does not charge for software upgrades. Upgrades are included in the monthly WebOffice flat fee.

November 27, 2019

Total Parking Solutions, Inc
2721 Curtiss St.
Downers Grove, IL 60515

This letter is to confirm in writing that Cale America, Inc., in conjunction with Cale Access, the manufacturer of the Cale multi-space meter family provides your company a 15 month parts warranty from the date of shipment or a 12 month parts warranty from the date of install, whichever comes first.

The warranty covers 100% of all parts on the meter. All parts are covered with the exception of damage caused by acts of God, customer negligence, lack of maintenance or vandalism.

Sincerely,



Benoit Reliquet
President - Parkeon, Inc. dba Flowbird
benoit.reliquet@flowbird.group

FLORIDA OFFICE
13190 56th Court
Clearwater, FL 33760
813-405-3900

www.flowbird.group

NEW JERSEY OFFICE
40 Twosome Drive, Ste 7
Moorestown, NJ 08057
856-234-8000



CWTT

Multi-Use Kiosks

MORE THAN A PAY STATION



Technical Specifications

KEY HIGHLIGHTS



COLOR TOUCH
SCREEN OPTION



STAINLESS STEEL -
CORROSION RESISTANT



MODULAR
DESIGN

GENERAL DESIGN	
MATERIAL	304 stainless steel; Powder coated with anti-graffiti design
SIZE	(HXWxD) 61.22" x 16.42" x 15.35"
WEIGHT	229 pounds
TEMP/HUMIDITY	0 °F to 140 °F (-31 °F with main heater)/ Up to 97% humidity
COLOR	Standard - Black (Custom colors and wraps also available)
COMPLIANCE	EN 12414, CE, FCC, ISO 9001, ISO
USER INTERFACE	
LIGHTING	Front face lighting option available
DISPLAY OPTIONS	<ul style="list-style-type: none">• 9" Color Touch Screen• 7" Color Display• 6.6" Monochrome Display Multiple languages supported
LANGUAGE	Multiple languages supported
KEYPAD <i>(for non-Touch Screen models)</i>	<ul style="list-style-type: none">• 4 software-controlled buttons below the display• Piezo keypad and buttons (Alphanumeric keyboard with up to 48 buttons)
PAYMENT OPTIONS	
COIN PAYMENT	<ul style="list-style-type: none">• Up to 16 coins/tokens, three switch controlled, reprogrammable• Mechanical coin slot shutter with inductive loop
BANK NOTE PAYMENT	4-way note insertion; single bill escrow
CARD PAYMENT	Magnetic stripe, EVM chip card, and contactless card acceptance
OTHER	Cashless configuration available
COLLECTION	
POWER SUPPLY	<ul style="list-style-type: none">• Electronic lock option• Coin canister capacity: 2,600 quarters• Bill stacker capacity options: 500 or 1,000 notes
SECURITY	<ul style="list-style-type: none">• Battery (12 V DC)• Solar (12 V, 13.6 W)• Mains (230 V/115 V AC)• 4 point locking system• Cash vault: 0.24" hardened steel, drilling protected locking latches
TICKET	<ul style="list-style-type: none">• Thermo-electric printer, graphics supported, landscape or portrait.• Paper Roll: 2.95" - 5.90" Length, 2.24" Width; 3,000 per roll for 4" tickets
COMMUNICATIONS	GPRS, 3G LAN Supported, 4G Supported
REMOTE MANAGEMENT	Connected to Flowbird back-office suite; rates are remotely configurable

CALE PAY STATION TERMS AND CONDITIONS

All sales made pursuant to the attached sales quotation and/or purchase order (collectively, the "Order") are subject in all respects to these Terms & Conditions, which shall be deemed incorporated into and an integrated part of the Order. Cale America Inc. ("Cale") and Customer agree to be bound by these Terms & Conditions. Any provisions in Customer's own purchase order forms, acknowledgment forms or similar documents which are inconsistent with the provisions of this Order shall be of no force or effect. All references herein to the Order shall be inclusive of these Terms & Conditions.

1. CONTRACT TO PURCHASE PRODUCTS. By executing and tendering an Order to Cale, Customer is entering into a contract to purchase, and Cale is committing to sell, the pay stations, parts or other products described on the Order (the "Products") in accordance with these Terms & Conditions and the terms set forth on the face of the Order.

2. PRODUCT WARRANTIES. During the General Warranty Period (as defined below), Cale shall replace, at no additional cost to Customer, except as otherwise provided under the Order, any part, accessory or modular component of any Products purchased directly from Cale and determined to be defective in material or workmanship under normal use and service (the "General Warranty"). Customer shall cooperate with Cale in any effort to pursue a claim with the manufacturer of a defective part. The "General Warranty Period" for (i) each pay station shall extend for (a) 12 months following the date of installation of the pay station or (b) 13 months following the date of delivery of the pay station to Customer, whichever date occurs first; and (ii) each part or accessory purchased hereunder for 180 days following its delivery to Customer. To the extent that any Products contain pre-installed operating software ("Programs"), Cale warrants that the Programs will conform to Cale's specifications in effect on the date of delivery to Customer. Cale shall make reasonable efforts to maintain the Programs and provide error corrections as necessary, so that the Programs conform to Cale's specifications, but Cale shall not be required to provide new features or new versions of the Programs. In no event shall Cale have any responsibility to correct any database errors or any errors or damage caused by or arising out of hardware defects or input errors or resulting from changes to or modifications of the Programs made by the Customer or any other user. Customer shall be responsible for the operation and maintenance of the Products purchased hereunder and shall promptly notify Cale of any Program bugs, defects or other malfunctions, not easily correctable by Customer, that affect the transmission of data to or from the Products or that otherwise inhibit a key function of the Products, EXCEPT AS EXPRESSLY SET FORTH IN THIS SECTION 2. CALE MAKES NO WARRANTY OR REPRESENTATION, EXPRESS OR IMPLIED, AS TO THE VALUE, DESIGN, CONDITION, TITLE, NON-INFRINGEMENT, MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OR USE OF THE PRODUCTS OR THE PROGRAMS. NO ADDITIONAL WARRANTIES MAY BE INFERRED FROM A COURSE OF DEALING OR USAGE OF TRADE. CALE'S SOLE RESPONSIBILITY AND LIABILITY UNDER THESE TERMS & CONDITIONS SHALL BE TO REPAIR OR REPLACE, AT CALE'S OPTION, A DEFECTIVE PRODUCT.

3. WARRANTY LIMITATIONS. THE GENERAL WARRANTY FOR (i) THE PRINTER COMPONENT OF ANY PAY STATION SHALL BE IMMEDIATELY VOIDED IF CUSTOMER USES RECEIPT PAPER THAT DOES NOT MEET SPECIFICATIONS PROVIDED BY CALE, AND (ii) THE PAY STATION BATTERY SHALL BE 1 YEAR FROM INSTALLATION OF THE PAY STATION. CALE SHALL NOT PROVIDE WARRANTY COVERAGE FOR DAMAGE TO ANY PRODUCT DUE TO ACCIDENT, NEGLECT, MISUSE, ABUSE OR NATURAL DISASTERS. THE GENERAL WARRANTY DOES NOT INCLUDE LABOR OR REPAIR COSTS. THE GENERAL WARRANTY SHALL BE VOIDED BY (i) USE OF NON-CALE REPLACEMENT PARTS; (ii) UNAUTHORIZED ADDITIONS TO THE PRODUCTS; (iii) UNAUTHORIZED ALTERATIONS TO THE PRODUCTS; (iv) SERVICE TO THE PAY STATIONS PERFORMED BY PERSONNEL WHO ARE NOT CERTIFIED BY CALE TO PERFORM SUCH SERVICE; OR (v) FAILURE TO MAINTAIN THE PRODUCTS IN ACCORDANCE WITH THE MAINTENANCE REQUIREMENTS.

4. PAY STATION INSTALLATION AND DELIVERY. Cale shall deliver any pay stations set forth on the Order to the

location specified by Customer, and shall install the pay stations on prepared ground. Customer is solely responsible for selecting the site of pay station installation, and shall ensure that the site(s) of installation comply with all applicable laws and third party rights. Customer shall pay for Cale's actual cost to deliver the pay stations to the Customer (Cale shall not be responsible for any ground preparation, unless the Customer otherwise contracts for this service with Cale; Cale shall render an additional charge if it is required to prepare the ground at any of the locations where pay stations are to be installed. Cale is not responsible or liable for any delay in delivery or non-delivery, in whole or in part, due to manufacturer shortages or any other cause beyond Cale's control.

5. PROGRAM LICENSE. Cale hereby grants to Customer a non-transferable license to use the Programs, whether proprietary to Cale or a third party, solely to the extent necessary to operate, maintain or repair the pay stations. Cale shall remain the sole owner of all rights with respect to the Programs. Customer agrees (i) not to reverse engineer copy or distribute the Programs, (ii) not to remove any copyright, trade secret or other proprietary protection legends or notices from the Programs, (iii) to notify Cale promptly of any unauthorized possession, use or knowledge of the Programs of which Customer is aware, and (iv) that any and all trademarks, trade names, copyrights and other intellectual property rights embedded or used in connection with the Products or the Programs are and shall remain the sole property of Cale. The provisions of this Section 5 shall inure to the benefit of any third party owner of the Programs.

6. PAYMENT TERMS. Cale shall invoice Customer for the Products on or prior to the date the Products are shipped to Customer, and such invoices shall be due and owing in full 15 days from the date of invoice or 5 days after receipt of the Products, whichever is later. Any payment not made when due under this Agreement shall bear interest at a rate equal to the lesser of (i) one and one-half percent (1½%) per month or (ii) the maximum lawful rate of interest for commercial loans under applicable law.

7. SALES TAX. Customer shall pay all sales, use, value-added and other similar taxes, however designated, which are levied or imposed by any state, county or other jurisdiction upon the Products or the Programs, or upon the services or payments under the Order (unless Customer can establish to the reasonable satisfaction of Cale that it is exempt from any such taxes). Customer's obligation to pay any tax as provided herein applies to any tax Cale is required to collect under any existing or future law and shall be paid to Cale promptly on demand if not collected by Cale with Customer's initial order.

8. CANCELLATION. The Order may not be cancelled without Cale's prior written consent, which it may withhold in its sole discretion. If Customer cancels or attempts to cancel the Order, and Cale permits such cancellation, Cale will charge Customer a cancellation fee as well as any third-party fees to which Cale may be subject as a result of such cancellation.

9. INSURANCE. Each of Cale and Customer shall maintain a policy of comprehensive general liability insurance with a limit of not less than \$1,000,000 for each occurrence and a general aggregate limit of not less than \$2,000,000, as well as all other insurance coverages required by applicable law.

10. INDEMNIFICATION. Each of Cale and Customer shall defend and indemnify the other and the other's officers, directors, employees and agents, and their respective successors and assigns, from, against and in respect of, any liability, loss, cost, damage, expense or payment, including reasonable attorneys' fees and expenses, incurred or suffered by such indemnified person with respect to any and all claims, controversies, legal actions and proceedings brought by or on behalf of any third party arising out of or in any way related to the indemnifying party's gross negligence, willful misconduct, breach of applicable laws or breach of the Order.

11. LIABILITY LIMITATIONS. NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED IN THE ORDER (i) IN NO EVENT SHALL CALE BE LIABLE TO CUSTOMER OR ANY THIRD PARTY FOR (A) ANY ENVIRONMENTAL, INCIDENTAL, INDIRECT, SPECIAL OR CONSEQUENTIAL DAMAGES (INCLUDING, WITHOUT LIMITATION, ANY DELAY DAMAGES, LOST OPPORTUNITY DAMAGES, LOST DATA OR LOST PROFITS) IN CONNECTION WITH OR ARISING OUT OF

THE ORDER OR THE EXISTENCE, FURNISHING OR CUSTOMER'S USE OF THE PRODUCTS OR THE PROGRAMS, (B) ANY LOSS OF CREDIT CARD DATA OR OTHER LOST REVENUES ATTRIBUTABLE TO A PRODUCT DEFECT OR MALFUNCTION, OR (C) THE SECURITY OF INFORMATION TRANSMITTED BY THE PRODUCTS; AND (ii) IN NO EVENT SHALL CALE'S AGGREGATE LIABILITY FOR ANY AND ALL CLAIMS, LOSSES OR EXPENSES ARISING UNDER THE ORDER OR WITH RESPECT TO ANY PAY STATIONS OR PROGRAMS FURNISHED UNDER THE ORDER EXCEED THE LESSER OF (Y) THE AGGREGATE AMOUNTS PAID TO CALE BY CUSTOMER UNDER THE ORDER, OR (Z) ONE MILLION DOLLARS (\$1,000,000).

12. **FORCE MAJEURE.** Neither party shall be liable to the other for any delay or failure to perform its obligations under the Order to the extent such delay or failure is caused by any event beyond the reasonable control of such party. Notwithstanding the foregoing, in no event shall the provisions of this Section 12 apply to any of Customer's payment obligations under the Order.

13. **SECURITY INTEREST.** Customer hereby grants Cale a security interest in the Products to secure the punctual payment of the purchase price for the Products, and hereby authorizes Cale to file any UCC financing statements and continuation statements necessary to perfect or continue such security interest. The provisions of this Section 13 shall constitute a security agreement under the Uniform Commercial Code, as the same may be enacted in _____ from time to time (the "UCC"). If a breach or default occurs under the Order, Cale, in addition to all other rights and remedies provided by the Order, shall have all the rights and remedies of a secured party under the UCC. If Cale takes possession of any pay stations pursuant to this Section 13, Customer shall pay Cale five hundred dollars (\$500) for each such pay station as the cost of de-installing such pay station, together with the cost of any freight charges incurred by Cale and any attorney's fees and costs incurred by Cale to enforce the Order.

14. **RIGHT OF FIRST REFUSAL.** If Customer seeks to sell or otherwise dispose of any pay stations (or other Cale parking meters) in its possession, it shall promptly notify Cale. Cale

shall have the right and option to purchase any such pay stations from Customer (i) upon the same price and terms as a bona fide third party buyer was willing to pay for the same (as documented in a writing from such proposed purchaser) or (ii) if Customer was planning to dispose of the pay stations in any other manner, for an amount of money closely approximating the benefit that the Customer would have received by disposing of the pay stations through some means other than a third-party sale. The provisions of this Section 14 shall survive the consummation of the Order.

15. **MISCELLANEOUS.** (i) Absent a subsequent signed contract between Customer and Cale with respect to the purchase and sale of the same Products covered by this Order, the Order contains the final agreement of Cale and Customer with respect to the matters covered therein; (ii) any additional terms and conditions contained on the face of the Order shall supersede any contrary or inconsistent terms or conditions contained in these Terms & Conditions; (iii) no modification of the terms of the Order shall be valid without written authorization of Cale; (iv) no prior course of dealing between the parties hereto nor usage of the trade shall be relevant to supplement or explain any term used in the Order; and (v) should any of the provisions of the Order be declared by a court of competent jurisdiction to be invalid, such decision shall not affect the validity of any remaining provisions.

16. **GOVERNING LAW; VENUE.** The Order shall be construed and enforced in accordance with the internal laws of the State of Florida. Except to the extent the laws of another state apply with respect to the enforcement of a security interest under the Order, any party to the Order bringing a legal action or proceeding against any other party arising out of or relating to the Order or the transactions contemplated hereby shall bring the legal action or proceeding in either the United States District Court for the Middle District of Florida or in any court of the State of Florida sitting in Tampa, Florida (the "Designated Courts"). Each party consents to the exclusive jurisdiction of the Designated Courts for the purpose of all legal actions and proceedings arising out of or relating to the Order or the transactions contemplated hereby. Each party agrees that the exclusive choice of forum set forth in this Section does not prohibit the enforcement of any judgment obtained in the Designated Courts or any other appropriate forum.

CALE WEBOFFICE



Total parking control with Cale WebOffice

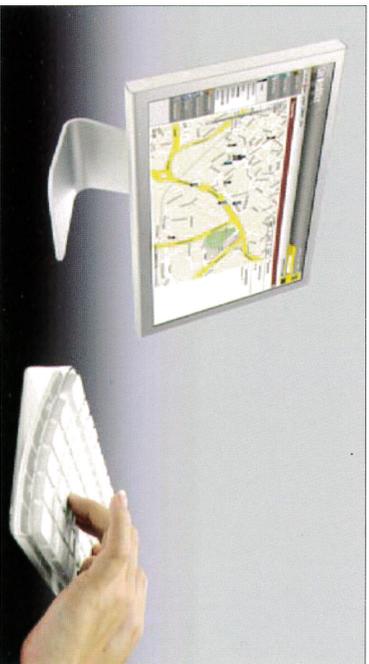
Cale WebOffice (CWO) is a web-based Software as a Service (SaaS) solution for managing Cale payment terminals. CWO lets you monitor, program and control Cale terminals from your web browser which makes it quick and easy to transfer information over the Internet. CWO allows you to cut costs by maximizing operational efficiency and service. At the same time, it provides very flexible and user-friendly management of parking systems. All you need is an Internet connection.



CALE

Easy operation direct from your desk

CWO puts you in control by providing information, reports and statistics directly and securely via a standard Internet browser. As the application is web-based, a computer with access to the Internet is all that is required; no special software needs to be installed. Since each user logs in to the system with their own unique username and password, members of the parking management team can be assigned with varying appropriate levels of access within the system.



CWO supports several languages and can be adapted to support new language requests.

Total monitoring of all terminals

The terminal status page provides an immediate overview of any action that needs to be taken to maintain the full availability of your terminals. Combine this with the terminal map feature and you will be able to plan where to send your maintenance personnel.

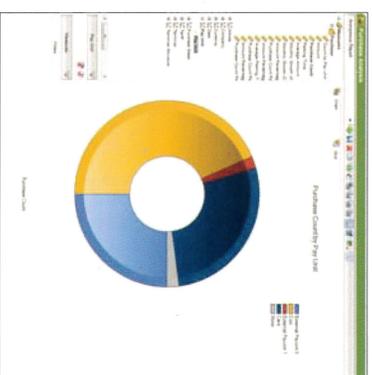
Information such as collection status, revenues, number of tickets sold is clearly displayed in CWO and can be used as the basis for making decisions to ensure that the necessary action is taken to optimise your parking operations.

Information is transmitted automatically between the terminals and CWO, meaning that all users always have up-to-date information about the parking operations.



Simple, clear statistics

CWO offers many administrative and financial advantages. The analysis tool allows you to generate graphs and reports for a specific terminal or terminal group regarding for example number of issued tickets, revenue and time of ticket sales information. Apart from predefined reports, the analysis tool also allows you to create custom-built reports based on the data you are interested in. Reports can be printed or exported to Excel.



CWO warns you in good time

Ensuring that there is always optimum availability of terminals within large parking operations can be a difficult challenge. Maintenance requests are often reported by the parking attendants patrolling the streets or by drivers when they cannot pay for their parking. CWO works proactively with automatic alarms processing to not only maximise profit but also terminal availability, which is much appreciated by motorists.

Cale terminals send both warnings and critical alarms to CWO for immediate follow-up and future event statistics. If, for example, a terminal is low on tickets, the terminal sends a warning message to CWO, which stores the message and automatically forwards it to an on-duty service technician by e-mail or text message*. The warning received allows the technician to plan when to replenish tickets.

The handling of alarms by Cale terminals, combined with the processing within CWO, means that any faults that may occur will have a minimal effect on income or availability.

All events and purchases are also reported and can be analysed in CWO. The combination of detailed event and purchase information provides a good base for quick investigation of penalty charge notice claims.



* The text message function requires a separate third party subscription.



Cale WebOffice

The Brain in Parking Operation

Cale WebOffice makes running your parking operation easy.

With Cale WebOffice you can quickly produce various reports and graphs to analyze your ticket sales or payment methods, as all information is gathered together in one system. The reports can be tailored to your business and be generated and distributed automatically to predefined recipients, in any format. As a customer, you can also integrate other payment solutions so that you can see all your suppliers in the same system.

About Cale

Cale offers innovative and efficient parking solutions. Since 1955, we are a leading global brand in parking technology with offices all around the world. With the help of both our partners and professional distribution networks, we have global coverage and serve several thousands worldwide. Cale is certified according to the latest EMV, PCI, ISO 9001 and ISO 14001 standards. caleamerica.com

CALE
Stay ahead

Cale WebOffice

Benefit from open system integration

- **Always upgraded.** New applications and features are launched centrally, so that you don't ever have to think about upgrades. Everything is available to you wherever you are.
- **What you need.** Different types of licenses are available. Choose the features that best suit your operation and upgrade later if necessary. Control access using predefined roles, or create new ones that can be tailored to your employees.
- **Open to integration.** Cale WebOffice is open to integration with third-party systems and has several APIs of which you can make use.

Security

Cale WebOffice is designed to prevent unauthorized access to sensitive information. Thanks to our patented electronic lock solution, it is also possible to control who should have physical access to the parking terminals and at what times this should apply.

Cale works continuously to ensure security and efficiency throughout the entire company and is certified to ISO and PCI and has certified EMV solutions.

What can I use Cale WebOffice for?

The list is long, but please find some of the main functions listed below:

Overview and analysis of all your transactions - All information is gathered in one place.

Real-time information - All purchases that are active and ongoing, the status of your parking terminals, current alarms and much more.

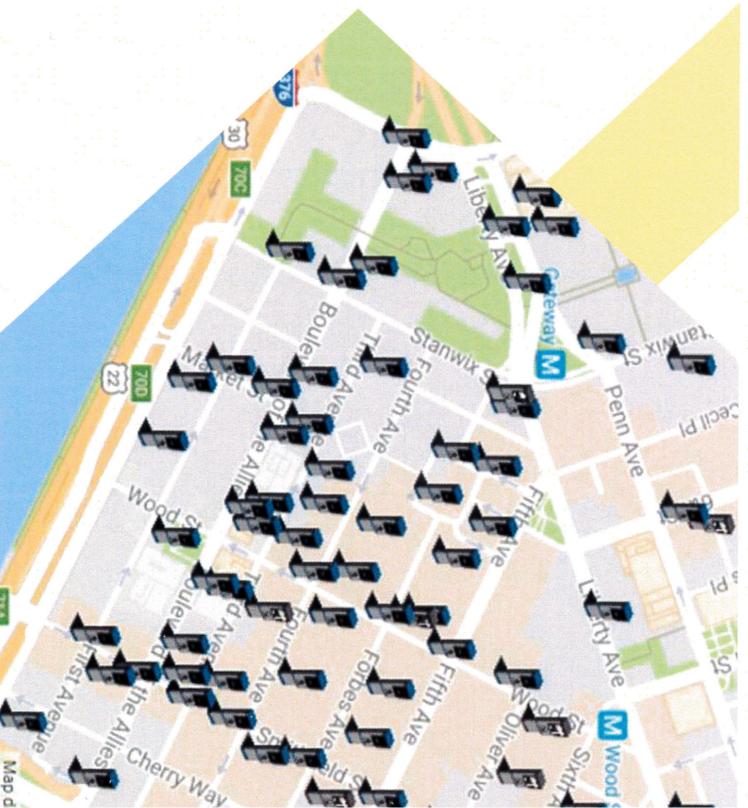
Terminals - Look at your parking business using the map function or the list view. Group and schedule jobs using easy drag and drop functionality.

Alarm handling - As soon as a parking terminal needs something, it will let you know directly in Cale WebOffice.

Schedule functionality - You can schedule everything; access to Cale WebOffice, to your terminals, who sees what and when. You can even schedule your reports to be sent automatically to you or someone else via the email export function.

Historical analysis - Analyze your business; from alarms and events to terminals and all payments received. Group them by date, terminals, payment method, card type, tariff, event code, terminal structures, etc.

Regulating traffic flow - Based on statistics, you can control the future behavior of parkers by changing the fee structure and hence reduce search traffic and CO² emission, etc.



Systems configuration

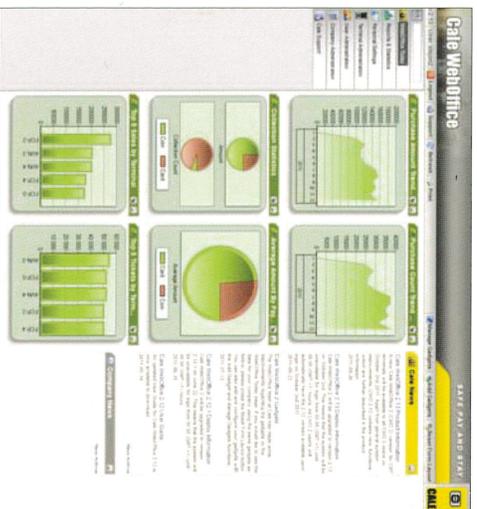
CWO can be used to program, update and reconfigure terminals. The terminals can be divided into different nodes (e.g. sections of a city) so that an update only affects terminals within that node if requested. This is particularly beneficial for larger parking operations with various terminals, tariffs and hours of operation. Also, if a new terminal is added to a node, that terminal can inherit the settings of the already existing terminals in that node.

Add the features you want

To enhance user experience, CWO offers the possibility of adding extra licences to the basic configuration. The idea is that you only pay for the features you need. Available licences include:

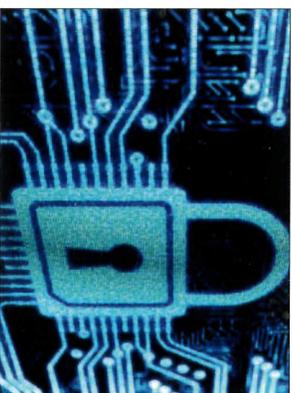
- **Terminal Map** - Gives you a great overview of your terminals and their status.
- **Online Permit Account** - An innovative way of permit handling for residents.
- **Software Packages** - Lets you update terminal software remotely.
- **Data Export** - Exports data from CWO to another system.
- **Online Purchase Transfer** - Sends purchase data in real-time to a third party system.
- **Terminal Access** - Controls who has access to the terminals (both physical and in CWO).
- **Pay by Space** - Enables Pay by Space functionality and statistics related to it.

A brochure is available for each licence, describing it in more detail. CWO is constantly evolving and new licences will be added in the future.



Secure and smart solutions

CWO has a high level of security built into it. The administrator can assign different access levels and privileges to users. For example, one person can be allowed to deal with the alarm function, another can only change terminal groups and a third can be allowed to analyse reports and statistics.



Security is the highest priority when implementing and using CWO. Protecting information from being accessed by unauthorised parties is one of the key elements that the system is based on.

The access levels can also be used to control the physical access to terminals equipped with the patented e-lock solution from Gale. By assigning different privileges to different user roles, you can control access to terminals down to the hour. All access attempts are registered so you can monitor who has been accessing the terminal.

CWO has built-in elements ensuring that the confidentiality and security of customer information is protected:

- **Ownership of data**
Only the customer has access to data from the customer's terminals. The data is completely owned by the customer and is securely stored in the CWO database.
- **Secure log-in**
The login procedure requires a unique username and password which gives the users access to functions according to assigned user privileges.
- **Data encryption**
All data transferred between the user's computer and CWO is encrypted with strong SSL (128-bit). This means that third parties cannot monitor transferred data.
- **Backup routines**
CWO contains valuable customer data that is backed up in a secure manner.

Integration with third-party systems

One of the great advantages of CWO is that it can be integrated with third-party for a complete parking solution. CWO supports the sending and receiving of information from other systems. Combining information from several systems really is the future of any successful parking operation.

Cale has numerous examples of successful integrations where information from CWO has been used to help operators achieve improvements in enforcement, control and ticketing.



The Software as a Service solution

One of the growing trends in today's IT services is the Software as a Service (SaaS) solution in which a service provider offers an online application. There are numerous advantages in using SaaS services as part of an IT strategy. The CWO SaaS solution offers many advantages compared to traditional application deployment:

- No assistance is required from application specialists, which minimises overhead costs and makes it easy to estimate and budget the CWO subscription services.
- New applications and functions are launched centrally without requiring any customer resources for installation, upgrades, configuration and troubleshooting.
- The customer doesn't need to invest in expensive equipment.

CWO has a scalable architecture that delivers a reliable service starting from day one, and continues to maintain the same performance as your service demand and operation size increase.

Some of the features described may be optional. Due to continual product development, specifications are subject to change without notice.



CALE
AMERICA

CALE AMERICA INC.
13808 MONROES BUSINESS PARK
TAMPA, FL 33635
PHONE: 813.405.3900
FAX: 813.405.3909
WWW.CALEAMERICA.COM
SALES@CALEAMERICA.COM

CALE WEBOFFICE - TERMS AND CONDITIONS

All sales made pursuant to the attached sales quotation and/or purchase order (collectively, the "Order") are subject in all respects to these Terms & Conditions, which shall be deemed incorporated into and an integrated part of the Order. Cale America Inc. ("Cale") and Customer agree to be bound by these Terms & Conditions. Any provisions in Customer's own purchase order forms, acknowledgment forms or similar documents which are inconsistent with the provisions of this Order shall be of no force or effect. All references herein to the Order shall be inclusive of these Terms & Conditions.

1. CONTRACT TO PURCHASE PRODUCTS. By executing and tendering an Order to Cale, Customer is entering into a contract to purchase, and Cale is committing to provide, those services described on the Order (the "Services") in accordance with these Terms & Conditions and the terms set forth on the face of the Order.

2. SOFTWARE LICENSE (FOR CALE WEB OFFICE ORDERS ONLY). In exchange for the monthly fee set forth on the face of the Order, Cale hereby grants to Customer a nontransferable, nonassignable, nonexclusive license within the United States of America to use the computer software and related materials associated with the Cale WebOffice web-based software (the "CWO Software") solely for Customer's internal business purposes. Cale (or Cale Systems, Inc. or other third party, as applicable) shall remain the sole owner of all rights with respect to the CWO Software and all associated software programs, and Customer may not sell, rent, lease, lend, sublicense, or otherwise dispose of its interest in use of the CWO Software to any third party. Customer agrees (i) not to reverse engineer, copy, "hack," or gain unauthorized access to the CWO Software and portions thereof to which Customer has not been granted access (including information of other customers), (ii) not to remove any copyright, trade secret or other proprietary protection legends or notices from the CWO Software, (iii) to notify Cale promptly of any unauthorized possession, use or knowledge of the CWO Software of which the Customer is aware, and (iv) to grant access to the CWO Software only to those of its employees, agents and contractors who need to use the same in connection with the work they provide on Customer's behalf. The provisions of this Section 2 shall inure to the benefit of any third party owner of the CWO Software. The price of the CWO Software shall remain set (on a per meter basis) during the first year following the date of this Order; thereafter, Cale may increase the rate for the CWO Software not more than once annually, and by no more than five percent (5%) of the rate in effect at the time of the increase. Notwithstanding the foregoing, any increase in the third-party wireless carrier fees associated with the CWO Software and related Services will be passed through to Customer. Additionally, Customer has the option to purchase additional features and functionality for the CWO Software at prices agreed upon by Cale and Customer.

3. LIMITED SOFTWARE WARRANTIES. Cale warrants that the CWO Software will conform to Cale's specifications in effect on the date of the Order (the "Limited Warranty"). Cale shall make reasonable efforts to maintain the CWO Software and provide error corrections as necessary so that the CWO Software continues to conform to Cale's specifications, but Cale shall not be required to provide new features or new versions of the CWO Software. Cale may, in its discretion, modify, update or upgrade the CWO Software in a manner that causes it to conform no longer to the specifications in effect as of the date of the Order or that requires Customer to obtain new or additional hardware or other equipment to enable Customer to access the CWO Software. In no event shall Cale have any responsibility to correct any database errors or any errors or damage caused by or arising out of hardware defects or input errors made by Customer or any other user. Customer shall promptly notify Cale of any bugs, defects or other malfunctions, not easily correctable by Customer, that compromise the security and/or transmission of data to or from the CWO Software or that otherwise inhibit a key function of the CWO Software.

4. WARRANTY LIMITATIONS. EXCEPT FOR THE LIMITED WARRANTY, THE CWO SOFTWARE AND SERVICES ARE PROVIDED "AS IS" AND "WITH ALL FAULTS," AND WITHOUT WARRANTY OF ANY KIND, AND USE OF THE CWO SOFTWARE IS AT CUSTOMER'S OWN RISK. TO THE MAXIMUM EXTENT PERMITTED

BY APPLICABLE LAW, EXCEPT FOR THE LIMITED WARRANTY, CALE DISCLAIMS ALL EXPRESS, AND IMPLIED WARRANTIES AND CONDITIONS, WHETHER BY STATUTE, COMMON LAW, CUSTOM, COURSE OF DEALING, COURSE OF PERFORMANCE, USAGE OF TRADE, OR OTHERWISE, RELATING TO THE CWO SOFTWARE OR ANY OTHER SERVICES PROVIDED HEREBUNDER, INCLUDING ALL WARRANTIES AND CONDITIONS OF MERCHANTABILITY, MERCHANTABILITY QUALITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, LACK OF VIRUSES, AND NON-INFRINGEMENT. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, CALE MAKES NO REPRESENTATION, WARRANTY, OR GUARANTY RELATING TO THE SUITABILITY, RELIABILITY, AVAILABILITY, TIMELINESS, QUALITY, ACCURACY, OR COMPLETENESS OF THE SERVICES, ANY DATA, INFORMATION, RECORD, OR RESULTS OBTAINED THROUGH OR RESULTING FROM THE USE OF THE SERVICES OR THE ACCURACY OF THE INFORMATIONAL CONTENT, FOR ANY PURPOSE. WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, CALE MAKES NO REPRESENTATION, WARRANTY, OR GUARANTY THAT THE SERVICES WILL MEET CUSTOMER'S REQUIREMENTS OR EXPECTATIONS, THAT THE SERVICES WILL BE ERROR-FREE, THAT ANY DEFECTS OR ERRORS WILL BE CORRECTED, OR THAT THE DATA, INFORMATION, RECORDS, OR OTHER RESULTS OBTAINED FROM THE USE OF THE SERVICES WILL BE ACCURATE OR RELIABLE FOR ANY PURPOSE OR WILL INTEGRATE WITH ANY OF CUSTOMER'S SYSTEMS. CALE'S SOLE LIABILITY UNDER THE ORDER SHALL BE, AT CALE'S OPTION, TO RENDER SERVICES REASONABLY SATISFACTORY TO CUSTOMER OR REFUND PAYMENTS ASSOCIATED WITH ANY SERVICES THAT DO NOT MATERIALLY CONFORM TO CALE'S SPECIFICATIONS.

5. DATA AND DATA TRANSMISSION. Customer is solely responsible for the data and content provided to Cale in Cale's performance of the Services. Cale shall have no responsibility or liability for analysis, data, recommendations, or other Services provided to Customer based upon incorrect or incomplete data provided to Cale by Customer. With respect to the CWO Software, Customer is responsible for (i) ensuring that the applicable pay stations are sending and receiving data with the applicable components of the CWO Software, (ii) reporting promptly to Cale any discrepancies or errors resulting from the data collected, processed or provided by Cale or its affiliates as well as any issues related to Customer's notification systems, and (iii) verifying with its credit card processor the money being deposited in its bank account from the applicable pay stations reporting any discrepancies to Cale immediately. CUSTOMER DOES NOT, BY VIRTUE OF ENTERING INTO THIS CONTRACT OR ENGAGING CALE TO PROVIDE SERVICES, HAVE ANY CONTRACTUAL RELATIONSHIP WITH CALE'S WIRELESS SERVICE CARRIERS(S), AND CUSTOMER IS NOT A THIRD PARTY BENEFICIARY OF ANY AGREEMENT BETWEEN CALE AND ITS CARRIERS(S). CUSTOMER UNDERSTANDS AND AGREES THAT THE CALE'S CARRIER(S) HAS NO LIABILITY OF ANY KIND TO CUSTOMER, WHETHER FOR BREACH OF CONTRACT, WARRANTY, NEGLIGENCE, STRICT LIABILITY IN TORT OR OTHERWISE ARISING OUT OF THIS CONTRACT. CUSTOMER HAS NO PROPERTY RIGHT IN ANY NUMBER ASSIGNED TO IT, AND UNDERSTANDS THAT ANY SUCH NUMBER CAN BE CHANGED. CUSTOMER UNDERSTANDS THAT CALE AND ITS CARRIER(S) CANNOT GUARANTEE THE SECURITY OF WIRELESS TRANSMISSIONS, AND WILL NOT BE LIABLE FOR ANY LACK OF SECURITY RELATING TO THE USE OF THE SERVICES. THE CUSTOMER MAY NOT RESELL THE WIRELESS SERVICE TO ANY OTHER PARTY.

6. COMMUNICATIONS. Customer is responsible for obtaining and maintaining all internet or other communications access, computer hardware and other equipment or electronic media, and web browsing software needed for its access to and use of the CWO Software and other Services.

7. **PAYMENT TERMS.** Cale shall invoice Customer for the Services on a monthly basis, and such invoices shall be due and owing in full 20 days from the date of invoice. Any payment not made when due under this Agreement shall bear interest at a rate equal to the lesser of (i) one and one-half percent (1½%) per month or (ii) the maximum lawful rate of interest for commercial loans under applicable law.

8. **SALES TAX.** Customer shall pay all sales, use, value-added and other similar taxes, however designated, which are levied or imposed by any state, county or other jurisdiction upon the Services (unless Customer can establish to the reasonable satisfaction of Cale that it is exempt from any such taxes). Customer's obligation to pay any tax as provided herein applies to any tax Cale is required to collect under any existing or future law and shall be paid to Cale promptly on demand.

9. **CANCELLATION.** The Order may not be cancelled without Cale's prior written consent, which it may withhold in its sole discretion, prior to the expiration of the term set forth on the first page of the Order. Following such expiration of the stated term, the Order will automatically renew for periods of one year unless either party gives notice to the other of its intention not to renew at least 30 days prior to the end of the then-current Contract term. If Customer cancels or attempts to cancel the Order other than per the terms of the prior sentence, and Cale permits such cancellation, Cale will charge Customer a cancellation fee as well as any third-party fees to which Cale may be subject as a result of such cancellation.

10. **INSURANCE.** Each of Cale and Customer shall maintain a policy of comprehensive general liability insurance with a limit of not less than \$1,000,000 for each occurrence and a general aggregate limit of not less than \$2,000,000, as well as all other insurance coverages required by applicable law.

11. **INDEMNIFICATION.** Each of Cale and Customer shall defend and indemnify the other and the other's officers, directors, employees and agents, and their respective successors and assigns, from, against and in respect of, any liability, loss, cost, damage, expense or payment, including reasonable attorneys' fees and expenses, incurred or suffered by such indemnified person with respect to any and all claims, controversies, legal actions and proceedings brought by or on behalf of any third party arising out of or in any way related to the indemnifying party's gross negligence, willful misconduct, or breach of applicable laws or breach of the Order.

12. **LIABILITY LIMITATIONS.** NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED IN THE ORDER, (i) IN NO EVENT SHALL CALE BE LIABLE TO CUSTOMER OR ANY THIRD PARTY FOR (A) ANY ENVIRONMENTAL, INCIDENTAL, INDIRECT, SPECIAL OR CONSEQUENTIAL DAMAGES (INCLUDING, WITHOUT LIMITATION, ANY DELAY DAMAGES, LOST OPPORTUNITY DAMAGES, LOST DATA OR LOST PROFITS) IN CONNECTION WITH OR ARISING OUT OF THE ORDER OR THE EXISTENCE, FURNISHING OR CUSTOMER'S USE OF THE SERVICES, (B) ANY LOSS OF CREDIT CARD DATA OR OTHER LOST REVENUES ATTRIBUTABLE TO A DEFECT OR MALFUNCTION IN THE SERVICES, OR (C) THE SECURITY OF INFORMATION TRANSMITTED BY THE SERVICES, AND (d) IN NO EVENT SHALL CALE'S AGGREGATE LIABILITY FOR ANY AND ALL CLAIMS, LOSSES OR EXPENSES ARISING UNDER THE ORDER OR WITH RESPECT TO ANY SERVICES FURNISHED UNDER THE ORDER EXCEED THE LESSER OF (Y) THE AGGREGATE AMOUNTS PAID TO CALE BY CUSTOMER UNDER THE ORDER IN THE PAST SIX MONTHS, OR (Z) ONE MILLION DOLLARS (\$1,000,000).

13. **FORCE MAJEURE.** Neither party shall be liable to the other for any delay or failure to perform its obligations under the Order to the extent such delay or failure is caused by any event beyond the reasonable control of such party. Notwithstanding the foregoing, in no event shall the provisions of this Section 13 apply to any of Customer's payment obligations under the Order.

14. **CONFIDENTIALITY.** Cale and Customer recognize and acknowledge that all records, documents, programs, and the like provided by either of them to the other in connection with the performance of this Agreement and not generally known to the public ("Confidential Information") constitute valuable, special, and unique and proprietary assets of the party providing such information (including Cale Systems, Inc. or other third party,

as applicable). Each of Cale and Customer agrees that it shall keep such Confidential Information private and hold such Confidential Information in strictest confidence, and shall require its directors, officers, employees, representatives and advisors to keep such Confidential Information private and hold such Confidential Information in strictest confidence. Upon the termination of this Agreement for any reason, Cale and Customer shall return to each other any Confidential Information of the other party that is capable of return or destroy or delete that which is not capable of return. The provisions of this Section 14 shall survive the termination of this Agreement for any reason, and are for the benefit of any third party owner of the Confidential Information in addition to the benefit of Cale and Customer.

15. **MISCELLANEOUS.** (i) Absent a subsequent, signed contract between Customer and Cale with respect to the purchase and sale of the same Services covered by this Order, the Order contains the final agreement of Cale and Customer with respect to the matters covered therein; (ii) any additional terms and conditions contained on the face of the Order shall supersede any contrary or inconsistent terms or conditions contained in these Terms & Conditions; (iii) no modification of the terms of the Order shall be valid without written authorization of Cale; (iv) no prior course of dealing between the parties hereto nor usage of the trade shall be relevant to supplement or explain any term used in the Order; and (v) should any of the provisions of the Order be declared by a court of competent jurisdiction to be invalid, such decision shall not affect the validity of any remaining provisions.

16. **GOVERNING LAW; VENUE.** The Order shall be construed and enforced in accordance with the internal laws of the State of Florida. Except to the extent the laws of another state apply with respect to the enforcement of a security interest under the Order, any party to the Order bringing a legal action or proceeding against any other party arising out of or relating to the Order or the transactions contemplated hereby shall bring the legal action or proceeding in either the United States District Court for the Middle District of Florida or in any court of the State of Florida sitting in Tampa, Florida (the "Designated Courts"). Each party consents to the exclusive jurisdiction of the Designated Courts for the purpose of all legal actions and proceedings arising out of or relating to the Order or the transactions contemplated hereby. Each party agrees that the exclusive choice of forum set forth in this Section does not prohibit the enforcement of any judgment obtained in the Designated Courts or any other appropriate forum.

100 Southeast Third Avenue 10th Floor
Fort Lauderdale, FL 33394
Phone: 1 (877) 697-2646
E-mail: Info@mypango.com

Mobile Smart City Companies

pango

Hectronic

Request For Proposal Response For:



MULTI-SPACE PARKING METERS

CITY OF LAKE GENEVA

626

RFP NO

PROPOSAL DATE:

12/03/2019

PROJECT MANAGER

Steve Snyder - Vice President
100 Southeast Third Avenue, 10th Floor Fort Lauderdale, FL 33394
Phone: (215) 206-8545 E-mail: Ssnnyder@mobilesmart.city

TRY PANGO



SCAN TO DOWNLOAD



**PROVIDING PROFESSIONAL QUALITY SERVICE WITH
SKILLFUL EXECUTION PRODUCING STRONG RESULTS
BUILT ON INTEGRITY AND ETHICS.**

TABLE OF CONTENTS

A: QUALIFICATIONS
 ABOUT MOBILE SMART CITY 08
 WHO ARE WE 09
 ABOUT HECTRONIC 10
 SECTION F: SYSTEM AND PAYMENT SECURITY 12
 REFERENCES 14

B: FEATURES/FUNCTIONALITIES
 MOBILE PAY 24
 REGISTERING 26
 PAYMENT OPTIONS 27
 PARKING YOUR CAR 28
 PARKING RECEIPTS 30
 PARKING MULTIPLE VEHICLES 32
 PARKING AVAILABILITY 33
 PARKING VALIDATIONS 34

C: MANAGEMENT SOFTWARE AND REPORTING
 AMAZON WEB SERVICES 42
 RATES, ZONES AND SPACES 43
 DASHBOARDS 44
 REPORTS 46

D: SIGNAGE
 SIGNAGE 54

E: IMPLEMENTATION/MARKETING
 PROJECT APPROACH 50
 OUR PLAN 52
 SIGNAGE 54
 WHY MOBILE PAY 56
 MARKETING 58

F: SYSTEM AND PAYMENT SECURITY
 SYSTEM AND PAYMENT SECURITY 12

G: PROPOSED FEES
 PROPOSED FEES 65

H: ADDITIONAL FEATURES/FUNCTIONALITIES/BENEFITS
 ADDITIONAL FEATURES/FUNCTIONALITIES/BENEFITS 66

I: EXCEPTIONS
 EXCEPTIONS 80

ATTACHMENTS
 SECTION 1.6 PROPOSAL RESPONSE FORM
 CONTRACT FORMS



Mobile Smart City Corp

100 Southeast Third Avenue 10th Floor
Fort Lauderdale, FL 33394

Tel: (717) 201-8883

Fax: (410) 809-2701

Jincandela@mobilesmart.city

RE: MULTI-SPACE PARKING PAY STATIONS

Dear City of Lake Geneva

We are pleased to submit Pango's proposal for the Multi-Space Parking Pay Stations. Pango commits to launching our mobile parking payment solution within 60 days of the contract award.

Mobile Smart City is a Corporation that has been designing and implementing turnkey systems for municipalities of comparable size since 2007. We have been operating 12 years globally, and 9 years in the United States.

We understand that the City is seeking to offer users the ability to purchase daily parking using a mobile app. The mobile application shall have multiple payment options with the ability to accept major credit cards, wallet feature and the latest in mobile payment technology. The Pango system has this feature already built into its base system. The Pango system meets all the requirements outlined in the RFP.

We understand your major requirements to be the following:

- Rate structures which are varying and ad hoc
- Integration with Nupark
- Easy to use mobile parking payment App which works on any device;
- Provide value added services such as parking location, garage pricing, EVA payment, parking validation, and business coupons
- No cost program to the City which includes system customization, signs, training, marketing, and integration to other systems in the future;
- Low cost fees to the consumer
- Open platform to support future growth requirements of the City

We exceed your minimum requirements by having operated several cities in the US for over four years, and our global operating experience exceeds eight years. Pango invented the intellectual property behind mobile payment for parking in 1997 (US patent number 5,940,481). Pango is one of the top mobile parking payment companies in the world (PCI Level 1 Certified) with operations in over 60 cities (4 countries) performing two million transactions monthly by one million active users.

Pango offers the City, the consumer, and the local business community:

- Dynamic pricing capabilities to adjust parking rates based on demand
- City branding of the Pango app
- Real time in-app parking availability and guidance without sensors
- Paperless, plate-based permitting;
- Location advertising and parking validation for businesses
- Advanced payment types such as Pango Wallet, PayPal, NFC, and Apple Pay
- Find My Car feature using Waze, Apple, or Google maps
- Social media join and sign in

Mobile Smart City Corp acknowledges that we comply with all terms and conditions set forth in the Request for Proposals, or as otherwise agreed by the City. We will enjoy bringing our innovation and experience to the City and look forward to demonstrating our system as part of the proposal review process.

We believe that we are prepared to provide you with first-class services that you and the users deserve, with transparent and ethical professional behavior. Again, Thank you for this opportunity.

Regards



John Incandela
Chief Executive Officer

Mobile Smart City Corp
Tel: (985) 237-4593
Fax: (410) 809-2701
Jincandela@mobilesmart.city

11/04/2019

ABOUT MOBILE SMART CITY

Below is some information about our company, experience, and qualifications. When you work with us, you're not just getting an application, but a full team of experienced professionals.



Mobile Smart City isn't your large corporate mobile parking payment provider offering a one size fits all solution. We specialize in the ability to offer you the RIGHT solution that fits your organization's custom needs. We treat each of our partners with the urgency and priority they deserve.

Mobile Smart City Corp powered by Pango is an international company specialized in developing and implementing mobile payment solutions, for Smart Cities. Founded in the year 2007 and headquartered in Fort Lauderdale, FL US, we have operations in several countries: Argentina, Brazil, Colombia, Chile, Spain, Mexico, Peru, Puerto Rico, and the United States of America.

Mobile Smart City Corp powered by Pango holds wide experience in the design, develop-

ment, implementation, and maintenance of complex mobile payment systems and parking management systems, including Payments, Citations and Collections. We have developed more than 150 projects during the last 5 years, implementing our platforms and gaining great expertise. We have accumulated a large number of references working with different cities helping them to improve their revenues and their user's experiences, by using our unique mobile technology.



ADVANCED TECHNOLOGY PARTNER

OVER 2 MILLION TRANSACTIONS PROCESSED EVERY MONTH

KEY FEATURES OF OUR PROPOSAL

Mobile Smart City offers 100% cloud-based systems, hosted by Amazon Web Services in the US, and the most flexible platforms in the market that provide an outstanding user experience when paying for services; a mobile system that helps users to find and pay services for parking, transportation, etc.



FORT LAUDERDALE - HEADQUARTERS

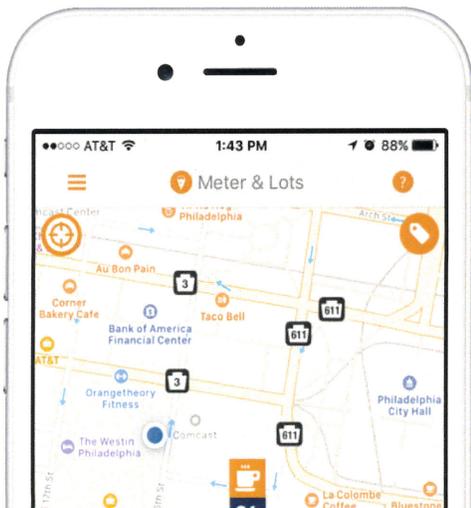
100 Southeast Third Avenue
10th Floor
Fort Lauderdale, FL 33394

PROJECT MANAGER

Steve Snyder
(215) 206-8545
Snyder@mobilesmart.city

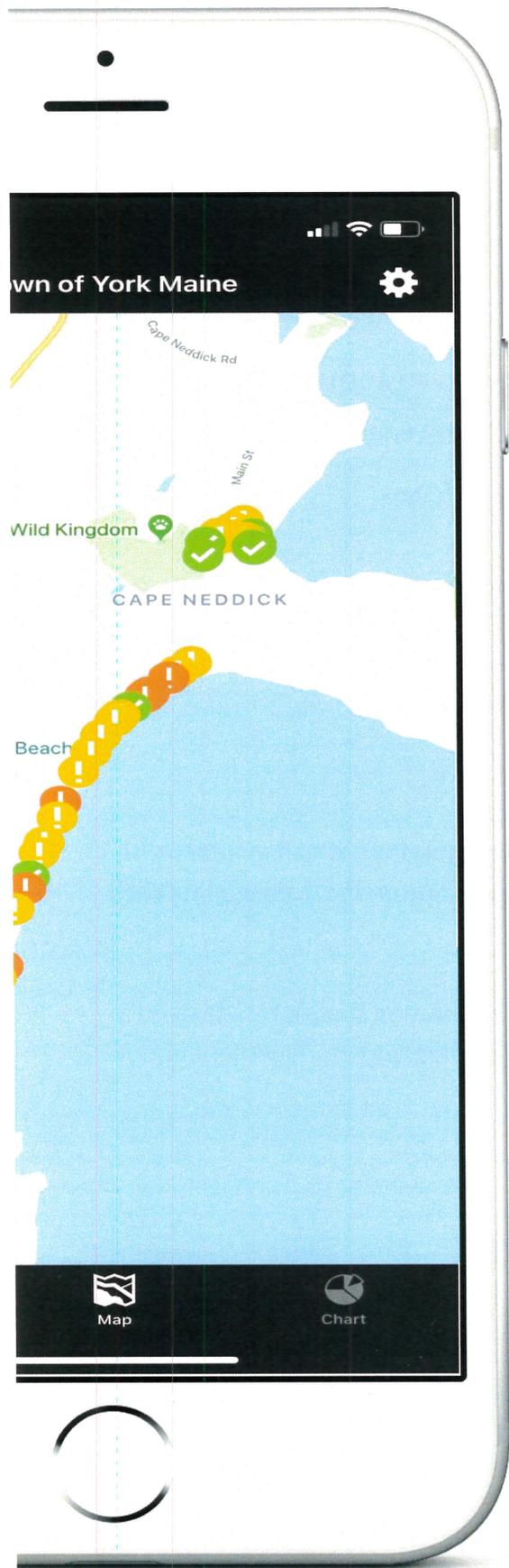
Mobile Smart City provides a complete turnkey mobile parking management solution, which includes on/off-street mobile parking payment services, mobile parking enforcement with automatic license plate recognition (LPR), permit management, mobile ticket pays and much more.

Furthermore, we are one of the only providers that can offer ONE integrated solution that fits all its needs, without having to involve any third-party integrations. All your system, reporting, and management under ONE application.



City of Lake Geneva | Multi-Space Parking Meters





Mobile Smart City Companies

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PROJECT APPROACH & TRAINING METHODOLOGY

PROJECT APPROACH

From the date of award it will take just about 8 weeks to have the equipment ordered , installed and going live. During these 8 weeks we will work hand and hand to ensure that the system is setup and installed to specification. Our team will perform sites visits, site preparation, equipment testing and installation.



PROJECT KICK OFF MEETING

Our project kickoff meeting is one of our first meetings to be held amongst the project stakeholders when starting the project.

During this meeting we will discuss our project plan and have an open line of communication among all departments at the same table. This meeting plays a vital role because it gives our project managers the opportunity to define the common goal and the purpose of completing the project and as well build a consensus.

We will also take this opportunity to schedule a site walk through for each installation site. At this site visit we will have to opportunity to identify any potential issues including data connectivity, additional installation requirements, electrical requirements (if needed) and pedestrian access.





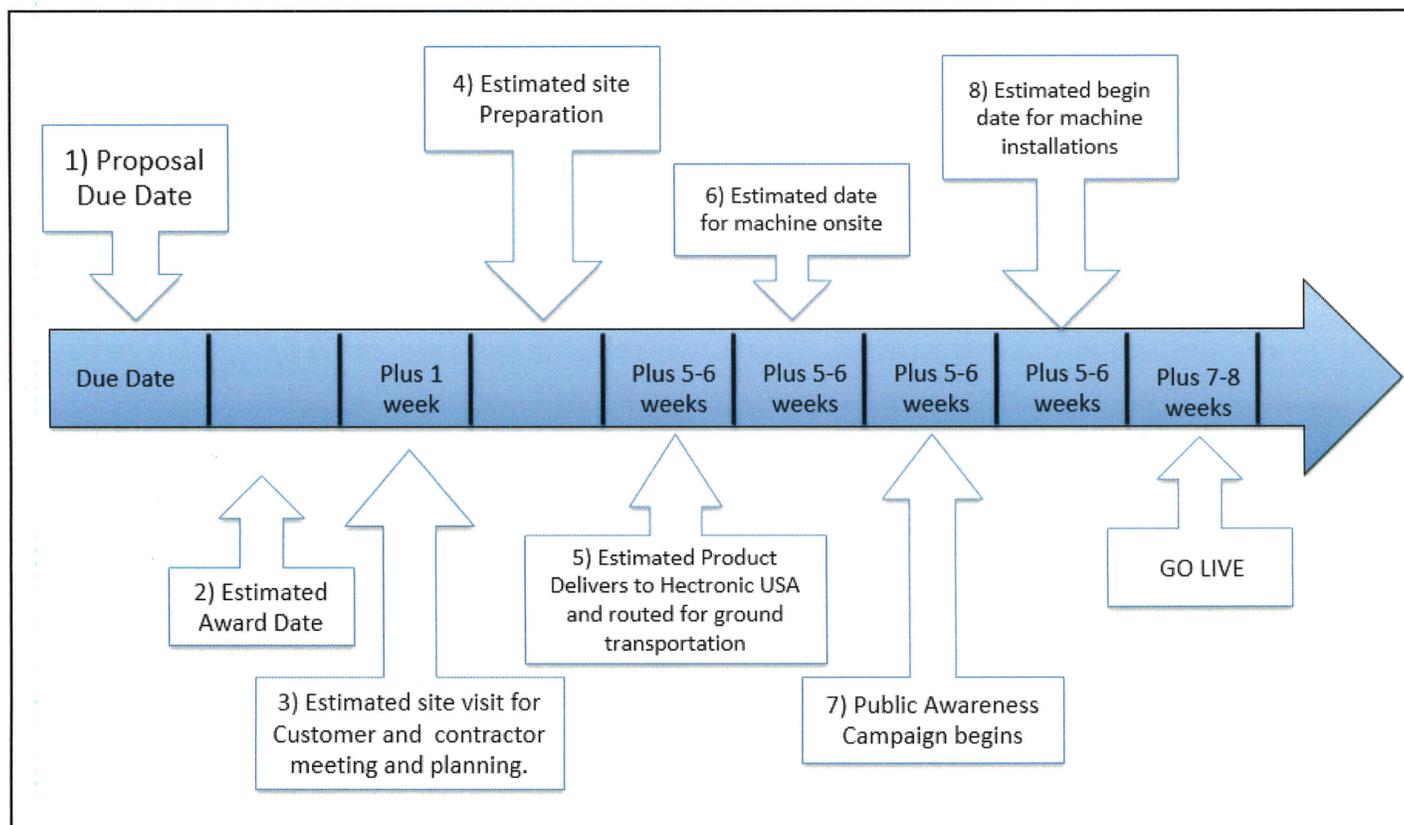
GOALS FOR OUR KICK OFF MEETING

After our kick off meeting, and walk through our goal is to of had accomplished the following;

1. Your vision and strategy (from sponsor)
2. Project vision (from sponsor)
3. Roles and responsibilities
4. Team building
5. Team commitments
6. How team makes decisions
7. Established milestones and time frames.

INSTALLATION SCEDULE

Installation Schedule: Detailed schedule of project requirements including milestones for fabrication, delivery, installation, training, and testing.



TRAINING / SUPPORT

Our training goal is to educate our partners on the operation and management of our system. Our training goal is to ensure a high comfort level with using the equipment and their workflow through our partner’s existing system. We are willing to provide refresher training in a classroom-like setting with a maximum or through an online setting.

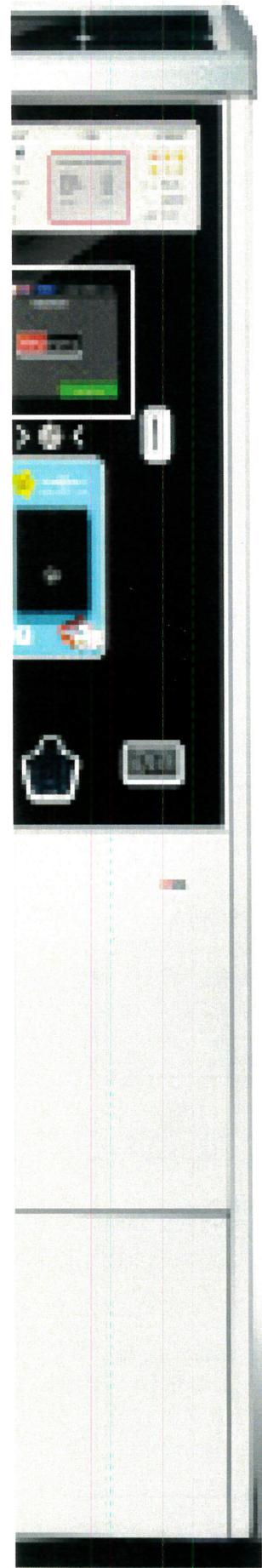


Parking Terminal Training Content		
Topic	Duration	Items Covered
Introduction	.5 Hours	Personal Introduction Hectronic Introduction
Explanation of the Multi Space Meter Concept	1 Hour	Definition of Multi Space and Training Goals Terminal Concept, multiple payment options
Hardware overview and how the terminal operates	2 Hours	Solar Power Coin Payment Card Payment System Bill Payment System (if applicable) User Interface
Troubleshooting the terminal	2 Hours	Accessing the maintenance menus Terminal Diagnosis Troubleshooting and assembly replacement

Parking Terminal Training Content		
Topic	Duration	Items Covered
Preventative Maintenance	1 Hours	Preventative Maintenance Interval Maintenance to be performed at each interval
Software operation	1 Hour	Loading the software Initialization of the software Rate Programming Q & A
Receipt and Enforcement Procedures	.5 Hours	User receipt description En- forcement of the issued receipt
Collections	2 Hour	Coin collection Bill collection (if applicable) Explana- tion of how the credit card data is collected
Ordering spare parts	.5 Hours	Spare parts order- ing Contact information Warranty and RMA procedures
Technical Support	.5 Hours	Telephone Contact information Email Contact information
CityLine Back Office Management Software		
Introduction	.5 hour	a. Web-based database con- cept and its benefits b. PC requirements c. Data center security high lights
System overview	.5 hour	a. Login and password b. Screen Layout c. Dashboard widgets d. Panel icons e. Tab and screen navigation f. Templates
Live Monitoring	1 hour	a. Working with widgets b. Creating a template (selecting events, machine, generating report) c. Report layout edit d. Exporting op tions to Excel and Pdf e. PM Monitor Mobile App

Parking Terminal Training Content

Topic	Duration	Items Covered
Statistics Module	1 Hours	<ul style="list-style-type: none"> a. Creating a report template b. Status Report c. Missing days Report d. Coinbox and Cash Reconciliation Report e. Single Payments Report f. Card Transaction Report g. Notification History Report h. Duration Report i. Financial Report j. Ticket Duration Report k. Closed Action Report l. Report layout edit m. Exporting options to Excel and Pdf
Configuration Patterns Module	1 Hour	<ul style="list-style-type: none"> a. Hardware configuration b. Communication settings c. Payment configuration d. Applications e. PACS/ File Transfer f. Tariffs g. Special days h. Tariff profiles and Groups i. Advertising texts j. Screens k. Tickets l. Parking Spaces
PM Configuration	.5 Hours	<ul style="list-style-type: none"> a. Areas b. Creating and Configuring a machine c. Relocating a machine
Administration	2 Hour	
Assigning an application role	.5 Hours	
Creating a new user	.5 Hours	



Mobile Smart City Companies

pango

Hectronic

MULTI SPACE PARKING METERS

QUESTION / ANSWER MATRIX

SECTION 5: SPECIFICATIONS REQUIREMENTS		
RFP Requirement	Yes / No	Answer Reference
Modem shall be 4G/LTE and outfitted to be upgraded as needed without hardware changes beyond the actual unit components and support systems	Yes	We meet this requirement
No upgrade fee for software and hardware for the term of the agreement	Yes	We meet this requirement
Vendor shall guarantee modem support and functionality for 10 years and/or outline estimated costs of modem upgrades for next 10 years	Yes	We meet this requirement
Meter unit shall be flexible and capable of being upgraded at minimal cost without hardware changes beyond the actual unit components and support systems for next 10 years	Yes	We meet this requirement
Shall include a Mobile Application so that patrons can pay for parking through their smart phones (compatible with system)	Yes	We meet this requirement
Shall include Mobile Application for wayfinding applications (compatible with system)	Yes	We meet this requirement
Software and hardware shall be compatible and high performing with current Enforcement Operational System	Yes	We meet this requirement
System shall have the lowest level latency/most efficient transfer of parking transaction data that reduces impact of server output	Yes	We meet this requirement
System shall transfer accurate real-time data to enforcement units in less than 45 seconds	Yes	We meet this requirement
System shall transfer data via “push method” interface to enforcement units	Yes	We meet this requirement

QUESTION / ANSWER MATRIX

SECTION 5: SPECIFICATIONS REQUIREMENTS		
RFP Requirement	Yes / No	Answer Reference
System shall not experience delay before transferring data •	Yes	We meet this requirement
Units shall be weather proof and stainless steel	Yes	We meet this requirement
Units shall be vandal-resistant and corrosion resistant	Yes	We meet this requirement
Screen shall be touch screen capability or color or both	Yes	We meet this requirement
Unit shall be self-explanatory for customer to operate; eliminating the need for external signage or excessive directions and stickers	Yes	We meet this requirement
Unit shall have capability to “waken” via sensor upon customer’s approach eliminating need for external signage to turn unit on	Yes	We meet this requirement
Maintenance door shall be tamper-resistant with multiple locking points	Yes	We meet this requirement
Currency door shall be tamper-resistant with multiple locking points	Yes	We meet this requirement
Vendor shall provide real-time credit card authorization	Yes	We meet this requirement
Units must shall have 13W solar powered panel capable of efficiently charging battery in unit utilizing ambient light	Yes	We meet this requirement
Unit(s) shall be installed with new battery that meets unit requirements	Yes	We meet this requirement

QUESTION / ANSWER MATRIX

SECTION 5: SPECIFICATIONS REQUIREMENTS		
RFP Requirement	Yes / No	Answer Reference
Unit shall have high performing power source and panel charging performance	Yes	We meet this requirement
Unit shall have high performing power source and panel charging performance	Yes	We meet this requirement
Units shall be interchangeable as a solar-powered or A/C unit at no additional cost	Yes	We meet this requirement
Units alerts must include communication, audit, battery, and general maintenance	Yes	We meet this requirement
Back office system shall have real-time reporting capability including financial reporting, revenue balance, collection, purchase, card transaction, and maintenance alert/alarm status	Yes	We meet this requirement
100% one year warranty on parts and service	Yes	We meet this requirement
10 year guarantee of PCI-DSS compliant requirements	Yes	We meet this requirement
10 year guarantee of all hardware, software and firmware including modem upgrades and battery-powered performance	Yes	We meet this requirement
10 year guarantee of all parts availability to support units	Yes	We meet this requirement
Vendor shall provide an annual assessment, or upon the request of the Parking Manager, of the City's entire meter operations in order to plan for future upgrades, new technology integrations and/or solve reoccurring issues at no cost to the City	Yes	We meet this requirement

QUESTION / ANSWER MATRIX

SECTION 5: SPECIFICATIONS REQUIREMENTS		
RFP Requirement	Yes / No	Answer Reference
There shall be a Financial penalty of \$1,000 per day for any operational interference due to failed data communication and/or equipment failure until resolved/ per unit	Yes	We meet this requirement
Support service shall be available Monday through Saturday including holidays	Yes	We meet this requirement
PLEASE SEE THE FOLLOWING PAGES FOR MORE DETAILS		

QUESTION / ANSWER MATRIX

THIS PAGES WAS INTENTIONALLY OMITTED

MULTI SPACE PARKING METERS

Due to its high degree of modularity, personalized solutions can be implemented from the most important core components such as a payment system, energy supply, and networked communication. Citea with solar panel allows for energy-saving operation. Parking fees can easily be paid in cash or with your debit card. Your own full-color scheme and personalized advertisement options perfectly round-out the service offer.

TECHNICAL DATA



A	User Interface	8" LCD Touch Screen
B	Operating Temperature / Humidity Range	-4° F to + 140° F (-20° C to +60° C) in AC operated environments with an optional heater; -4° F to + 140° F (-20° C to +60° C) in non-AC environments; up to 95% relative humidity (non-condensing).
C	Housing material and access panel location.	Hectronic's Pay Station uses 8 gauge Marine Gauge Aluminum housing for superior performance in all types of weather, over a 12 gauge stainless steel frame. Access panel locations are in front of the meter.
D	Installation and mounting requirements.	Hectronic uses two methods of installation, sidewalks would use 4 wedge anchor that bolt inside the machines for securing. The Second is to use a foundation frame, which is used when a concrete pad is being poured and used. This frame is installed in the concrete during pouring for a secure installation base for the machine
E	Solar-panel performance and requirements.	Standard variants: 14.2 Wp (internal) For high loads (e.g. touch), critical locations: 39 Wp (internal & external) Optimised for low light
F	Description of vault locking system.	Hectronic uses a real vault/Safe in our equipment. Our safe is P3 certified against break in. The vault/safe is programmed for customer specific/unique keys. Electronic style lock security is also available
G	List of modular components that may be replaced by hand.	Printer, Main Controller, Coin Selector, Coin Escrow, Modem, Battery, solar regulator with one tool, Display, Credit Card Reader and solar panel
H	List of components that require tools for replacement, and identify which tools are required.	List of components that require tools for replacement, and identify which tools are required. 8 and 10MM nut driver for display, and credit card reader



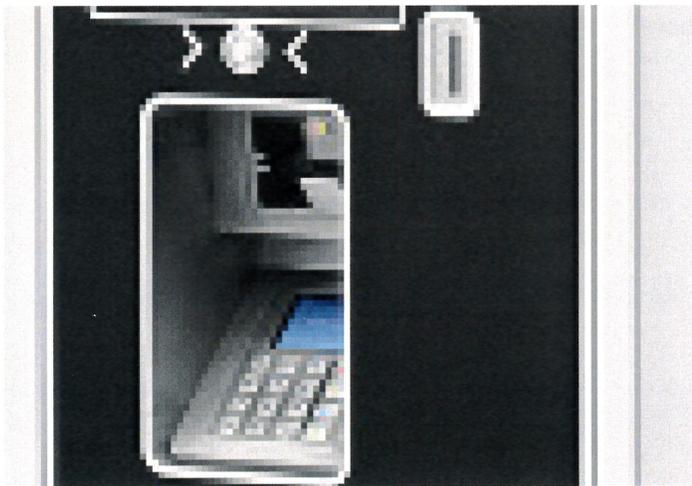
SOLAR PANEL (OPTIONAL)

Solar supply with 14.2 Wp (internal), optional also with 39 Wp (internal and external), optimized for weak light.



8 INCH TOUCH SCREEN LCD

TFT-touch- or LCD-display, language selectable, 2G-/3G-/4G-modem communication, LAN-connection.



COIN AND CREDIT CARD ACCEPTER

Coins, optional with banknote reader, cashless systems (debit and credit card, with/without PIN-pad, contactless unit), ticketless, mobile payment authorization (e.g. Pango)



CONTACTLESS PAYMENTS

The app automatically detects spaces and zone numbers and prompts the driver to start a parking session. Then with only one touch the parking session can start.

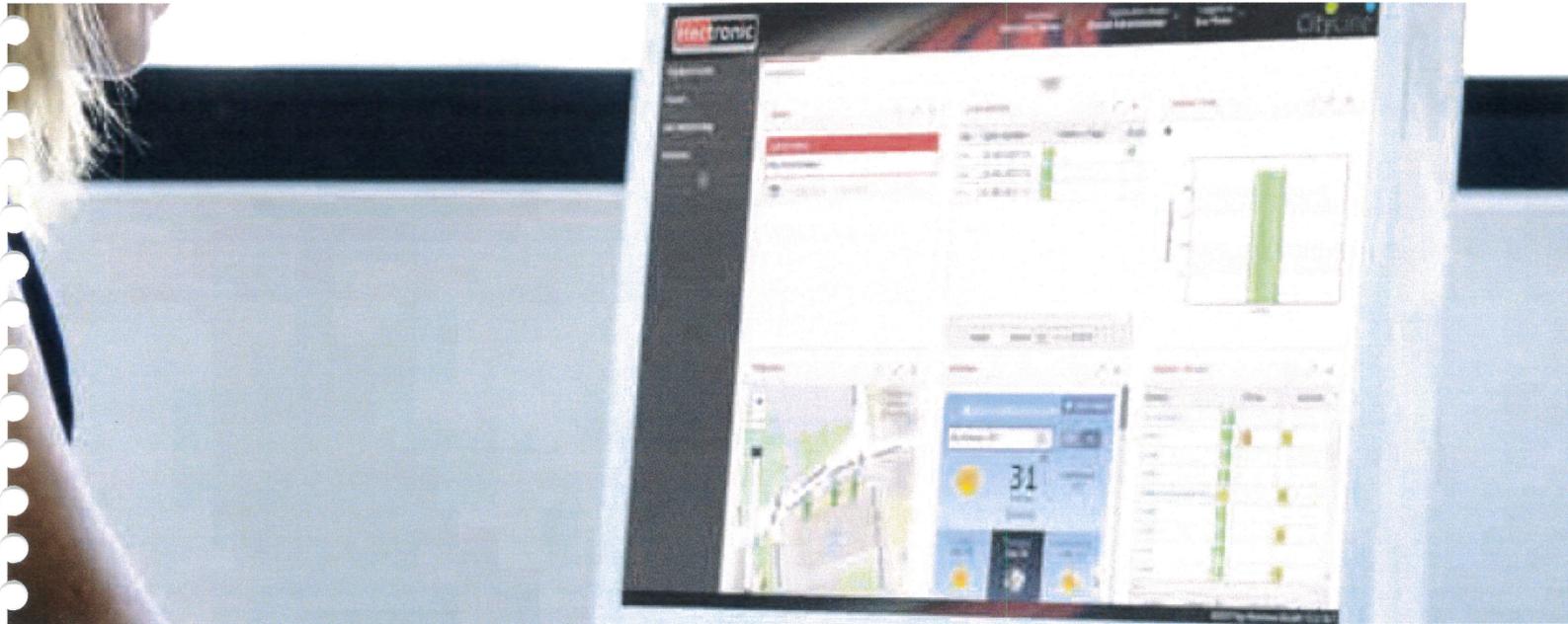


Mobile Smart City Companies



HECTRONIC - BACKEND

BACK END SYSTEM



MANAGEMENT SOFTWARE CITYLINE

The browser-based management software offers easy operation, highest security standards and offers valuable support for your parking management. CityLine is a cross-platform solution which can be operated with tablet, notebook or smartphone. The availability of the end devices in the field is monitored in real time and visualized for a lucid workplace. Each warning or error message is shown without delay and transmitted to the service staff (if necessary).

PROCESS OPTIMIZATION

With CityLine processes such as service assignments and pick-up routes can be analyzed, evaluated and optimized. Furthermore, CityLine supplies valuable indicators for your tariff design and optimization.



Configuration: Setting and modification of parameters and tariffs

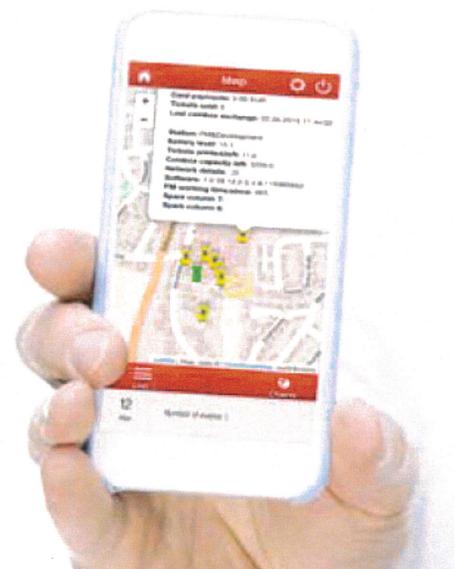


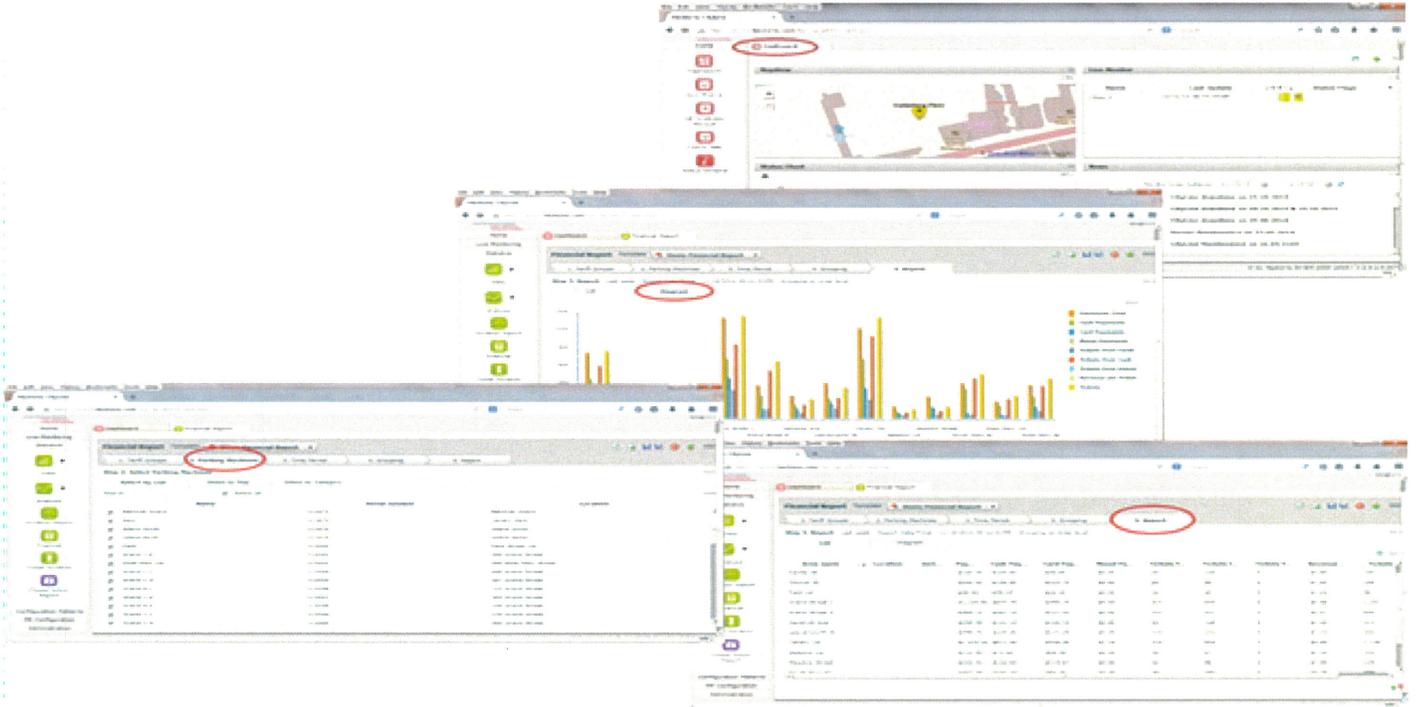
Statistics and Indicators: Parking revenues, parking time, card transactions, manual or automatic export



Real-time Status Display: Live monitoring of end devices

CityLine Mobile for iOS and Android.

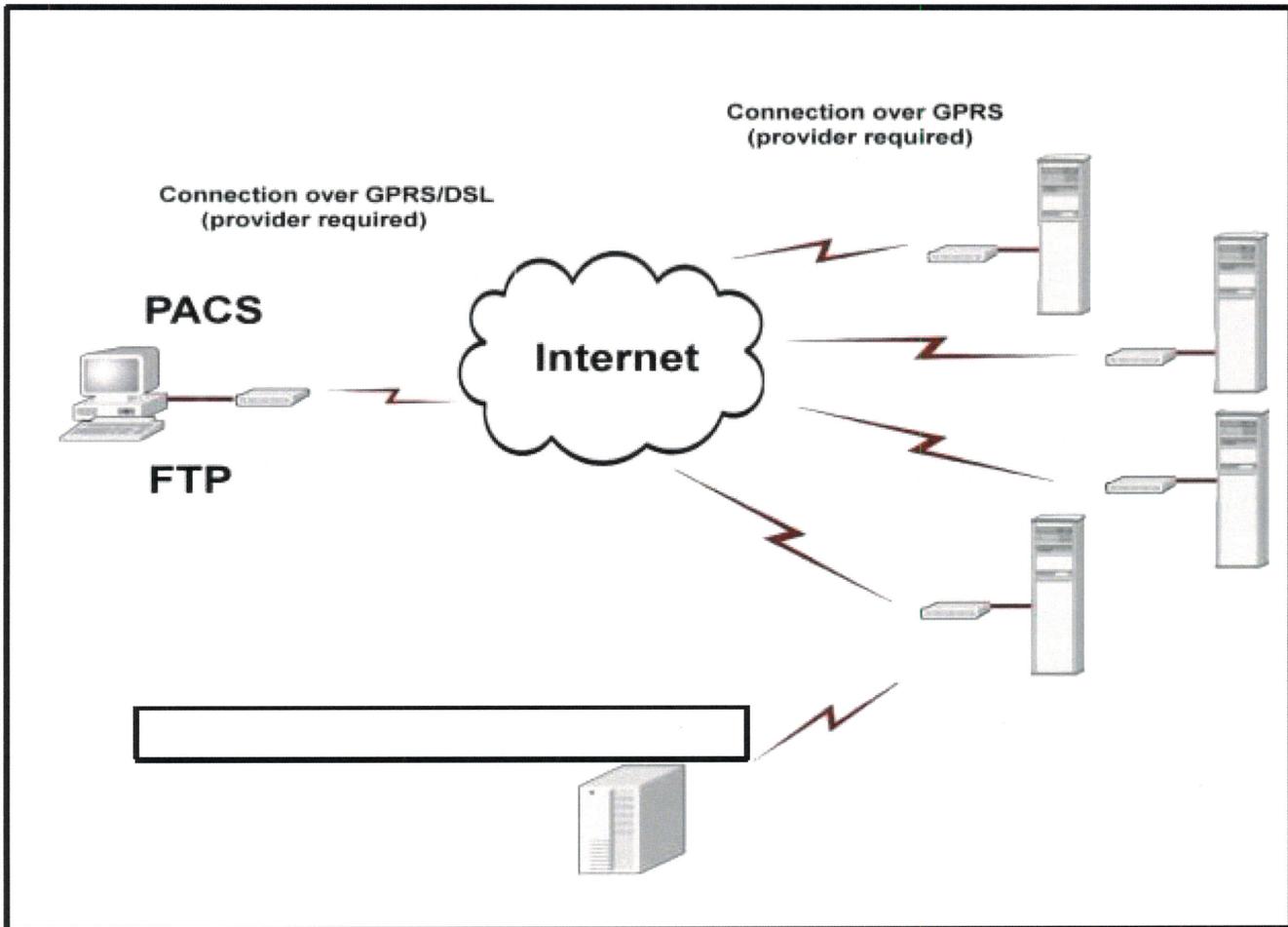




Reports and other valuable information at your finger tips

MANAGEMENT SYSTEM (CITYLINE)

The Client command starts the Communication client. The Client receives the files sent by the PA machines and transfers them to the Server. Then, the Client transfers files to the PA machine, which have been prepared for the transfer before.



SAMPLE REVENUE AND TRANSACTION

Step 5. Report From: 01-04-2019 07:00:00 To: 01-04-2019 23:59:00 Report date and time: 05/29/2019

Name	Serial number	Area name	Location	Payments Total	Cash Payments	Credit Payments	Tickets
South Main 1	114209	South Mai...	115 Sou...	\$23.70	\$17.70	\$6.00	26
West Main 4	116367	West Mai...	124 We...	\$13.55	\$6.55	\$7.00	16
West Main 5	116362	West Mai...	130 We...	\$13.80	\$9.55	\$4.25	18
Grand 9-1	113256	Grand Str...	132 Gra...	\$25.00	\$9.50	\$15.50	24
Bank 2	114219	Bank Stre...	145 Ban...	\$19.75	\$7.75	\$12.00	22
Grand 9-2	113258	Grand Str...	158 Gra...	\$48.55	\$29.05	\$19.50	51
West Main 6	116357	West Mai...	160 We...	\$5.55	\$5.55	\$0.00	10
Meadow Lo...	116366	Meadow L...	228 Mea...	\$45.60	\$5.75	\$39.85	22
Bank 1	114221	Bank Stre...	255 Ban...	\$18.25	\$7.75	\$10.50	15
Grand 1-3	113255	Grand Str...	267 Gra...	\$33.00	\$33.00	\$0.00	49
Leavenwo...	114217	Leavenwo...	29 Leav...	\$45.85	\$16.35	\$29.50	27
Church 1	114220	Church St...	30 Chur...	\$28.15	\$6.15	\$22.00	21
Grand 1-6	113257	Grand Str...	300 Gra...	\$81.39	\$48.30	\$33.09	65
Grand 1-7	113254	Grand Str...	348 Gra...	\$44.80	\$17.55	\$27.25	29
Kendrick 2	116361	Kendrick...	35 Kend...	\$37.05	\$14.55	\$22.50	24
Kendrick 1	116355	Kendrick...	36 Kend...	\$23.45	\$9.70	\$13.75	20

Sample Revenue Report By Machine. Columns/Categories can be added or subtracted depending on need

SAMPLE MAINTENANCE REPORTSREPORTS

Step 4. Report Last 2 days Report date and time: 05-29-2019 08:40:42AM

Name (Name)	Licence plate (P...)	Coin (AM...)	Credit Card (AM...)	Start time (ST...)	End time (E...)	Ticket code (TIC...)
Station St / Was...	MKM2198	\$1.75		05-28-2019 0...	05-28-2019...	4152
Station St / Was...	GDG0640	\$0.50		05-28-2019 0...	05-28-2019...	4158
Station St / Was...	ZNB6486	\$0.50		05-28-2019 1...	05-28-2019...	4128
Station St / Was...	13E2	\$1.25		05-28-2019 0...	05-28-2019...	4146
Station St / Was...	EYA9202		\$2.00	05-28-2019 1...	05-28-2019...	4132
Station St / Was...	KXV5548		\$2.00	05-28-2019 0...	05-28-2019...	4154
Station St / Was...	KWC3112	\$1.20		05-28-2019 0...	05-28-2019...	4155
Station St / Was...	HYB6301		\$2.00	05-28-2019 0...	05-28-2019...	4141
Station St / Was...	JZX3631	\$0.75		05-28-2019 0...	05-28-2019...	4148
Station St / Was...	HHG5665	\$0.05		05-28-2019 0...	05-28-2019...	4121
Station St / Was...	HRM6097		\$2.00	05-28-2019 0...	05-28-2019...	4143
Station St / Was...	KSP2652	\$0.25		05-28-2019 1...	05-28-2019...	4135

Live Monitoring report

MANAGEMENT REPORTS

Hectronic's Management System provides the reporting

The pay station must issue a report from the printer with the following information:

- Machine serial number
- Date and time of collection
- Date and time of previous collection
- Total amount of money in the collection
- Total amount of bills by denomination
- Total amount in coins
- Total amount of credit card payments by credit card type
- Total number of tickets issued
- Total amount of refunds issued
- Total amount of change issued
- Pay station firmware version
- Stall reports showing valid stalls, unpaid stalls, or paid since last stall report

The pay station must issue a report with the history of the machine with the following information:

- Audit details:
- Date of the transactions with "from" and "to" parameters
- Total deposits
- Overpayments
- Total transactions
- First transaction number
- Last transaction number

Revenue detail must have the capability of providing the following information at the pay station:

- Today's total
- Last 24 hours total
- Yesterday's total
- This month's total
- Last month's total
- This year's total
- Last year's total
- 3rd year back
- 4th year back
- 5th year back
- History total since commissioning of pay station

In the back-office software, reports must be able to be generated based on the following parameters:

- Transaction Date
- Transaction Time
- Payment Method
- Rate
- Pay Station Number
- Credit card type



CityLine

CityLine is a modern solution for intelligent on-street parking management. CityLine users will have access to critical commercial information from their parking machines. Accessed from anywhere in the world 24/7, users can view and check the parking ticket machine status and make necessary changes or updates.

Greater flexibility and transparency

Remote access to all parking information, around the clock. PC, laptop, mobile phone - any device that can access the Internet using a browser and Flash Player can use CityLine. For Android and iOS devices we have a special application in order to monitor the parking machines. All data and settings are stored centrally on a secure server data base.

Simple commissioning and operation

No installation is required – CityLine is a web-based solution. This well-structured and uncluttered user interface is quick and intuitive in its design. An online help function and an online user manual offer speedy assistance if required.

Highest security standards

Your connections are established via secured and encrypted data channels. The data is stored within a data base. The access to the data base is protected with user name and password. In the backup process, the whole data base is stored. Therefore the data is still protected in the same way by the user name and password protection of the data base. All data is strictly assigned to a mandator and every user may only see data of that mandators, he is registered to.

Maintain operational readiness

All functions of the parking ticket machines are monitored in real time. Any warning/error notifications are forwarded immediately to the service organisation.

Economic and ecological savings potential

Using CityLine, processes such as service calls and collection trips can be analysed accurately and then optimised. CityLine thereby not only saves money, but it also has a positive environmental impact.



CityLine Features

■ Live Monitoring

tracks real-time status information. Status messages can be shown in a table which can be easily customized according to customer specific needs. Necessary information can be exported to further application programs, like MS Excel and PDF. Using the innovative Google Maps technology, the status messages are presented in a user friendly manner. Live Monitoring's Dashboard view, offers a complete management overview.

■ Configuration

Our Citea parking machine connects easily with CityLine and all tariff changes or configuration changes can be done quickly and conveniently.

■ Statistics

supplies all the reporting data that our customer will need to make informed decisions. Parking revenues, parking times, service calls, etc. can be shown in numerous forms and can be exported to MS Excel and PDF.

■ Actions

streamlines the service effort. Users can create a To-Do List where a task overview can be shown and managed.

■ Notification

informs service engineers and the service office immediately via e-mail or SMS, thus facilitating timely correction of faults.

■ CityLine Mobile

Newest application for Android and iOS smartphones enables users to check the status of a particular installation. All status messages will be shown in a List, Map and Chart format.

■ Parking Bay Enforcement Web

designed for parking bay type installations in order to have an easy way for enforcement. Parking Bay Enforcement Web can be launch on a PC or smartphone and allows for effective enforcement bay.

Hectronic

Hectronic GmbH
 Allmendstrasse 15
 79848 Bonndorf, Germany
 Tel.: +49 (0) 77 03 - 93 88 0
 Fax: +49 (0) 77 03 - 93 88 60
 mail@hectronic.com

www.hectronic.com



Mobile Smart City Companies

pango

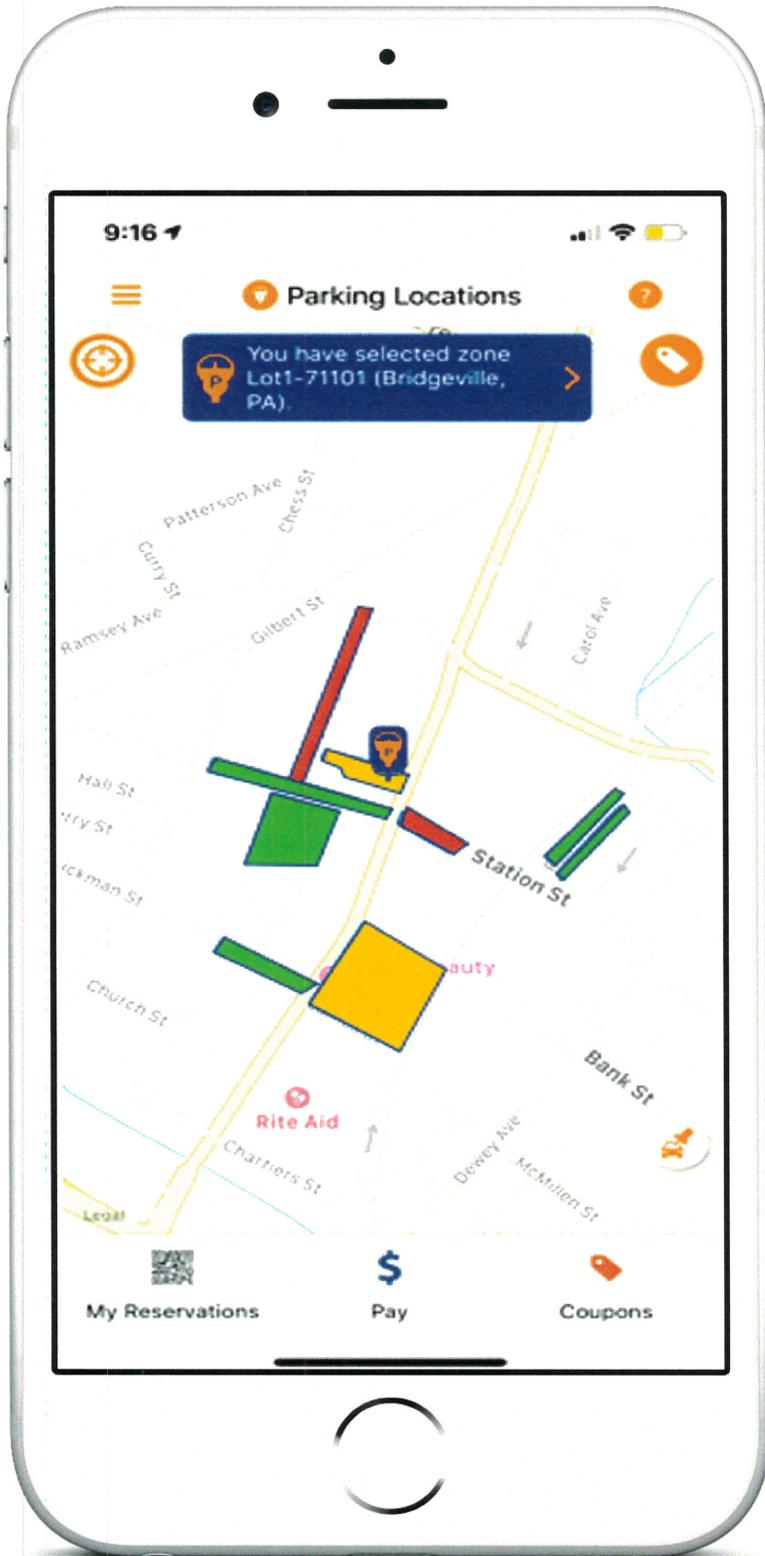
Hectronic

PAY BY PHONE

QUESTION / ANSWER MATRIX

Pay-by-Phone Integration		
RFP Requirement	Yes / No	Answer Reference
The solution must have an option to pay for parking with a cell phone in a Pay-by-Space or Pay-by-License Plate deployment. Bidder must identify which Pay-by-Phone partner it integrates with and the integration capabilities that such a partnership brings.	Yes	We meet this requirement
If the initial payment was made at the pay station, the consumer must have the ability to add time through the cell phone.	Yes	We meet this requirement
If the initial payment was made through the cell phone, the consumer must have the ability to add time at the pay station.	Yes	We meet this requirement
If payment was made through the cell phone, the system must be able to notify the consumer through the cell phone prior to expiration of the parking time.	Yes	We meet this requirement
For enforcement purposes, the enforcement officer must be able to print a report at a pay station for valid spaces paid for regardless if they were paid for at the pay station or by cell phone.	Yes	We meet this requirement
PLEASE SEE THE FOLLOWING PAGES FOR MORE DETAILS		

MOBILE PAY



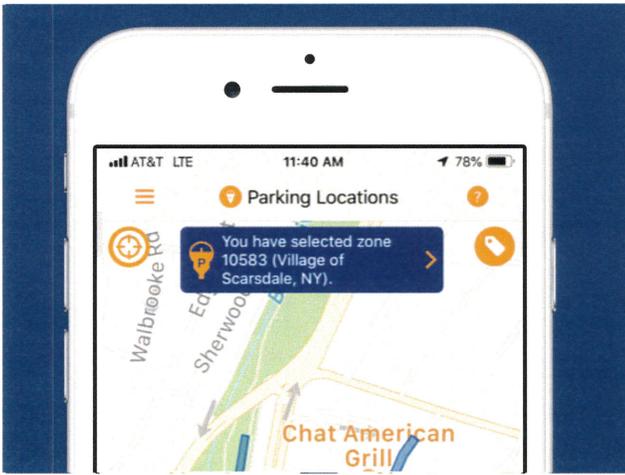
The new Pango mobile payment application offers all the functionality that you are looking for. This allows parkers to pay for the parking session using easy and convenient mobile application or web application. The users register only once, and then all they must do is click and pay. The whole transaction is completed in just seconds.

AVAILABILITY



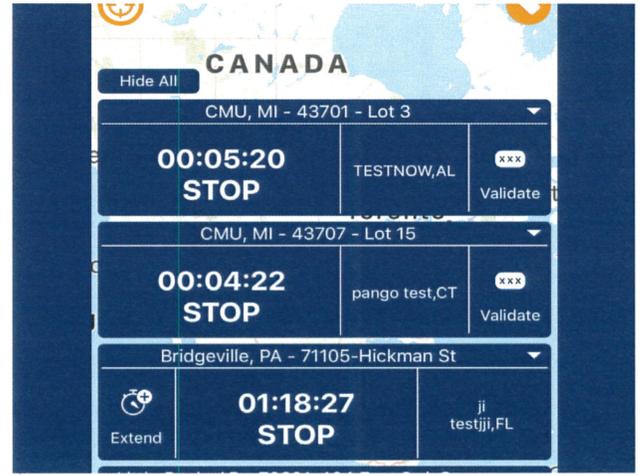
NO LONGER NEED TO CARRY OR LOOK FOR LOOSE CHANGE





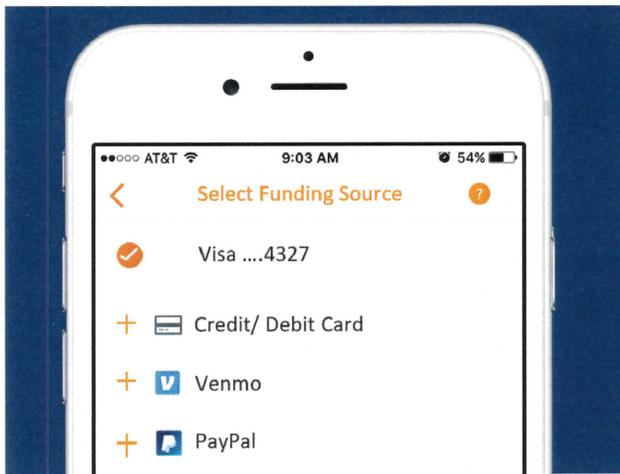
GEO FENCING

The app automatically detects spaces and zone numbers and prompts the driver to start a parking session. Then with only one touch the parking session can start.



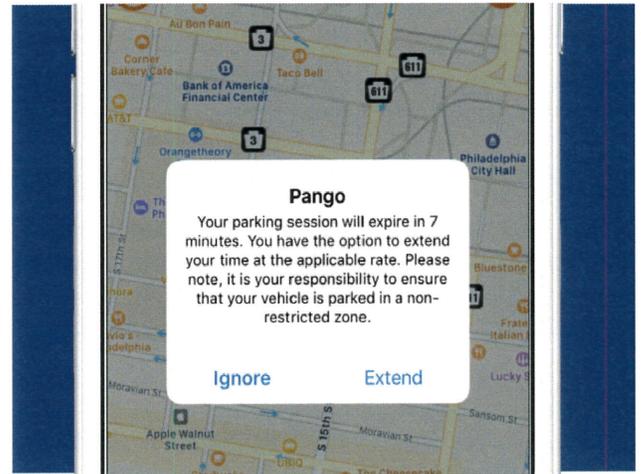
PARK MULTIPLE VEHICLES

Users can now park up to 4 different vehicles at the same time from their account. Each parking session is tracked right from your app dashboard.



MULTIPLE PAYMENT OPTIONS

Users can safely and securely store their credit card in their Pango account and update their credit card information at any time. Our system is PCI/DSS compliant and maintains a secure connection. A preload wallet option is also available to users.

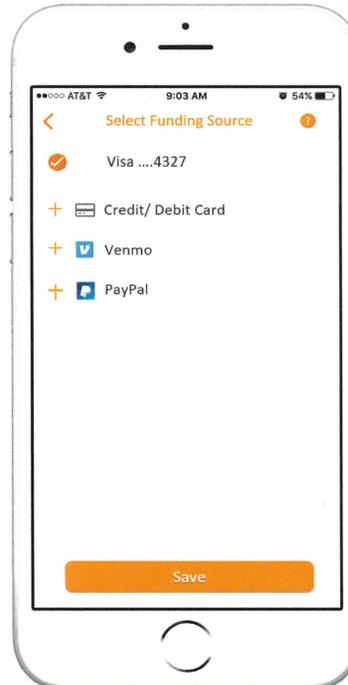
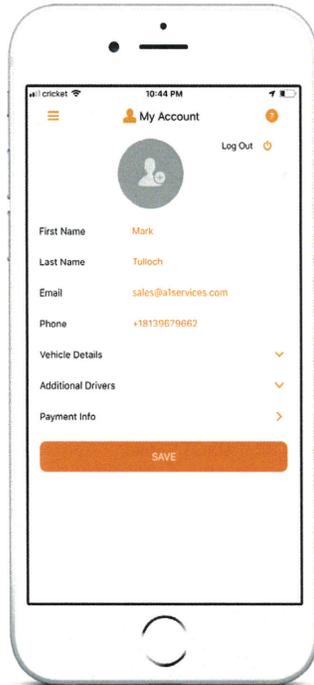


EXTEND YOUR PARKING

Now when you are on the go, you don't have to worry about your meter. You can extend easily from the app. Parkers have several options when extending their parking session and can be notified by several different methods to include email, text or in the application.

MOBILE PAY - REGISTERING

Registering with Pango is very easy. A user enters their Telephone number, License plate, and funding source information and GO. There are also several other options for registering an account if the user does not have a smartphone, this includes registering via the web and calling our customer support center.



THREE EASY STEPS

Step No 1

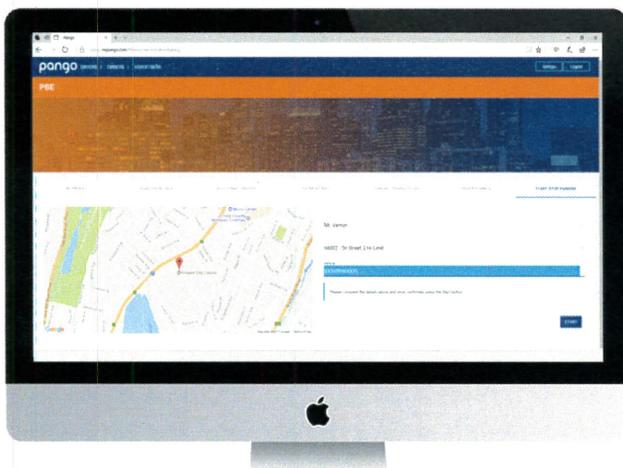
Enter Telephone Number

Step No 2

Enter User & Vehicle Information

Step No 3

Choose funding source



REGISTRATION VIA THE WEB

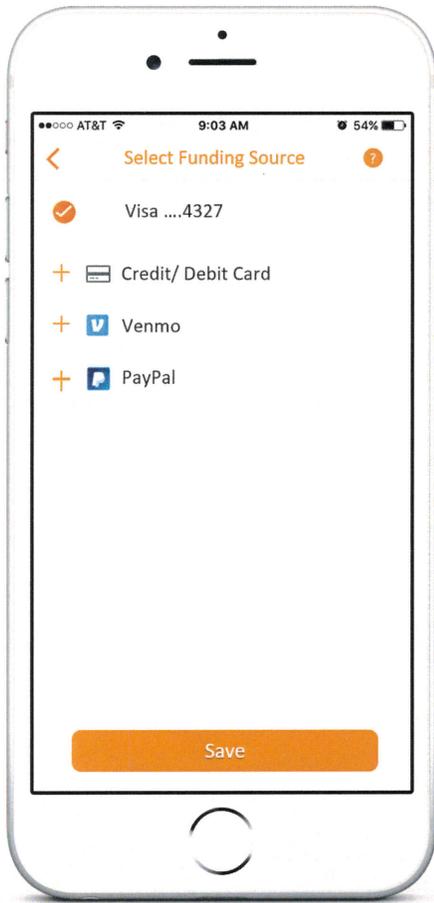
Our web (Available in English and Spanish) application emulates our mobile app and a user can easily register and manage their account through any computer.



24 HOUR CUSTOMER SUPPORT

Our customer support team is available 24/7, to assist a user with any of their account needs, including registering, starting and stopping a parking session and more.

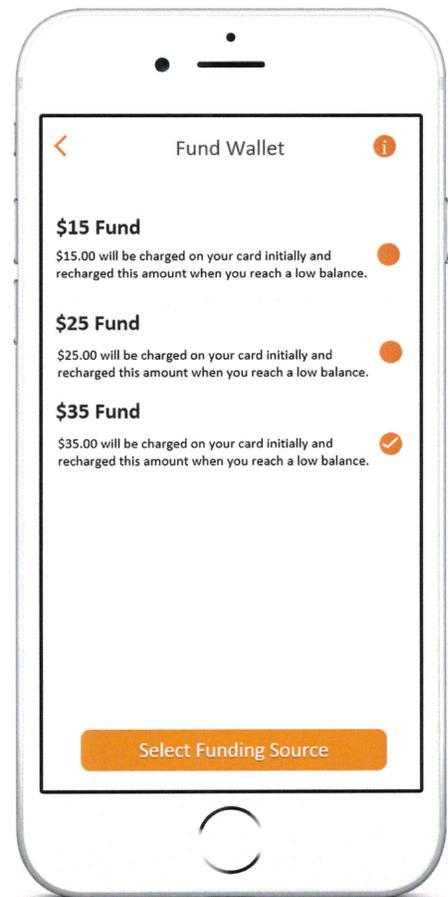
MOBILE PAY - PAYMENT OPTIONS



STORE YOUR PREFERRED CREDIT CARD IN YOUR ONLINE ACCOUNT

Users can safely and securely store their credit card in their Pango account and update their credit card information at any time. Our system is PCI/DSS compliant and maintains a secure connection.

This will allow the user to add their credit card once and process future parking transactions in seconds. All credit card transactions are processed in Realtime and funds collect immediately upon completion of the parking session.



WITH PANGO WALLET YOU CAN CONTROL THE MONEY YOU SPEND ON PARKING

Pango Wallet is a way for you to load an account balance with Pango so that your future parking transactions are deducted from that balance instead of getting individual charges to your credit card.

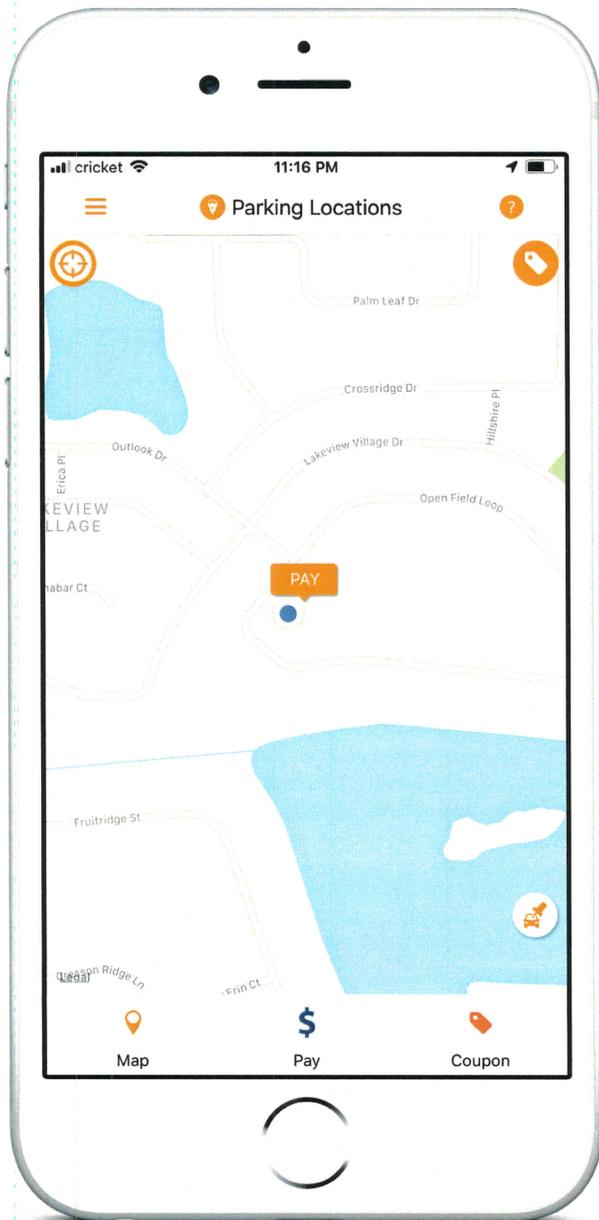
When your Pango Wallet balance reaches \$5.00 your primary credit card on file will be charged the amount you chose as your funding amount to replenish the balance.

MOBILE PAY - PARKING YOUR CAR

Parking with Pango is very easy just a couple of clicks, and you're done. The following is the user experience starting a parking session through the App.

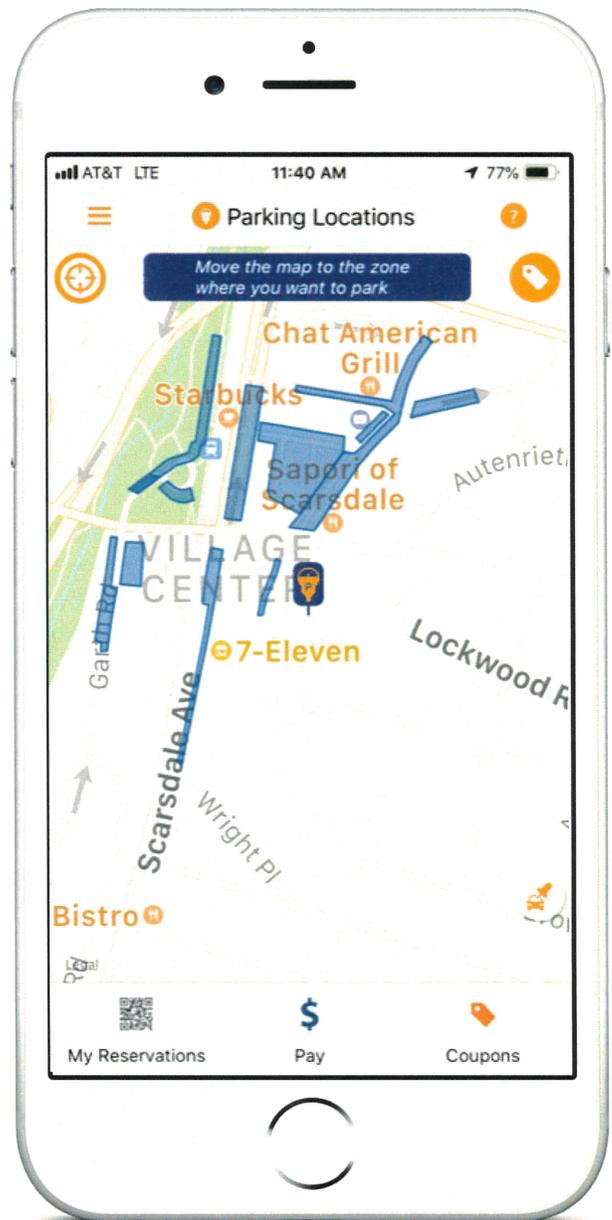
USER OPENS THE APP AND CLICK PAY

When the user opens the application, it will automatically determine their GPS location, so all the user has to do is click and PAY.



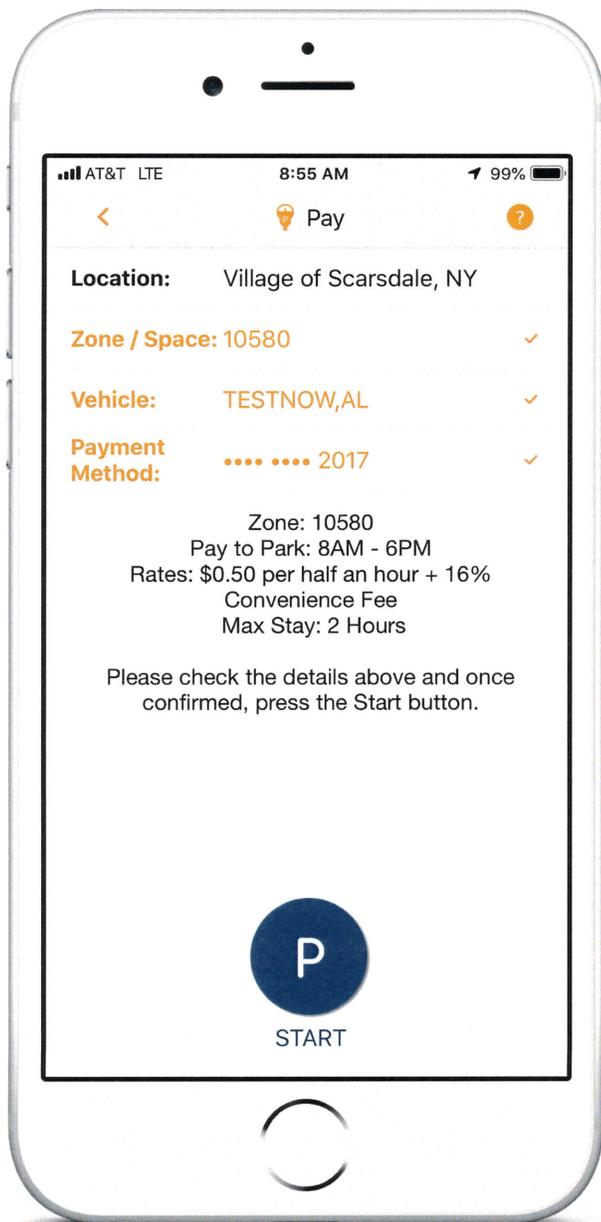
SEARCH OR ENTER YOUR ZONE NUMBER

The app will show the zones nearest to you, but you can also type in the zone number



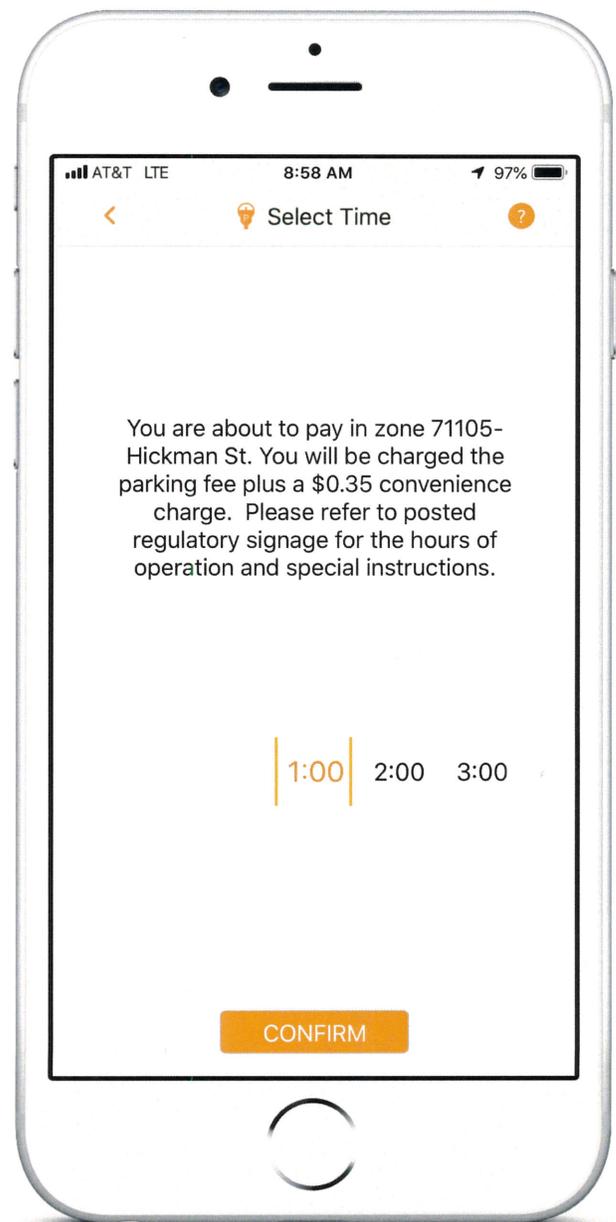
CONFIRM WHICH CAR YOU ARE PARKING & CLICK START

With Pango you have the option to have multiple cars on your account, so you confirm which car you are parking and click START.



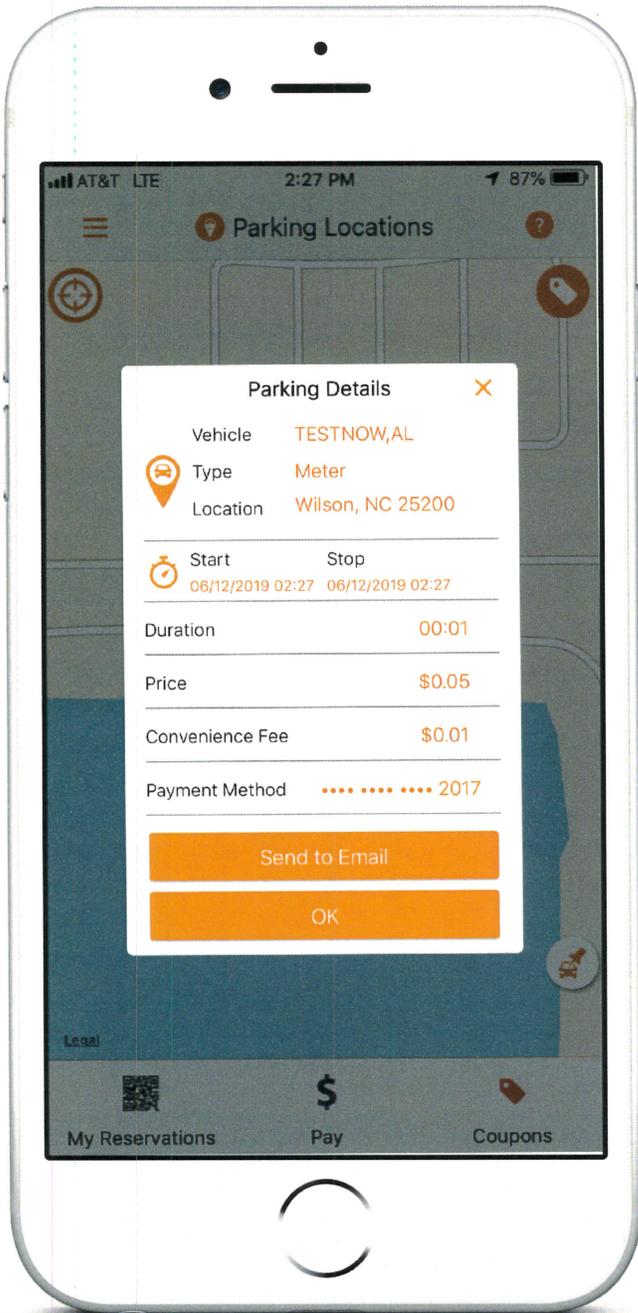
CONFIRM HOW MUCH TIME YOU WANT TO PARK

The operator can allow the customer to choose how much time they want to park, set a time limit or pay as they go with a running clock until they end their parking.



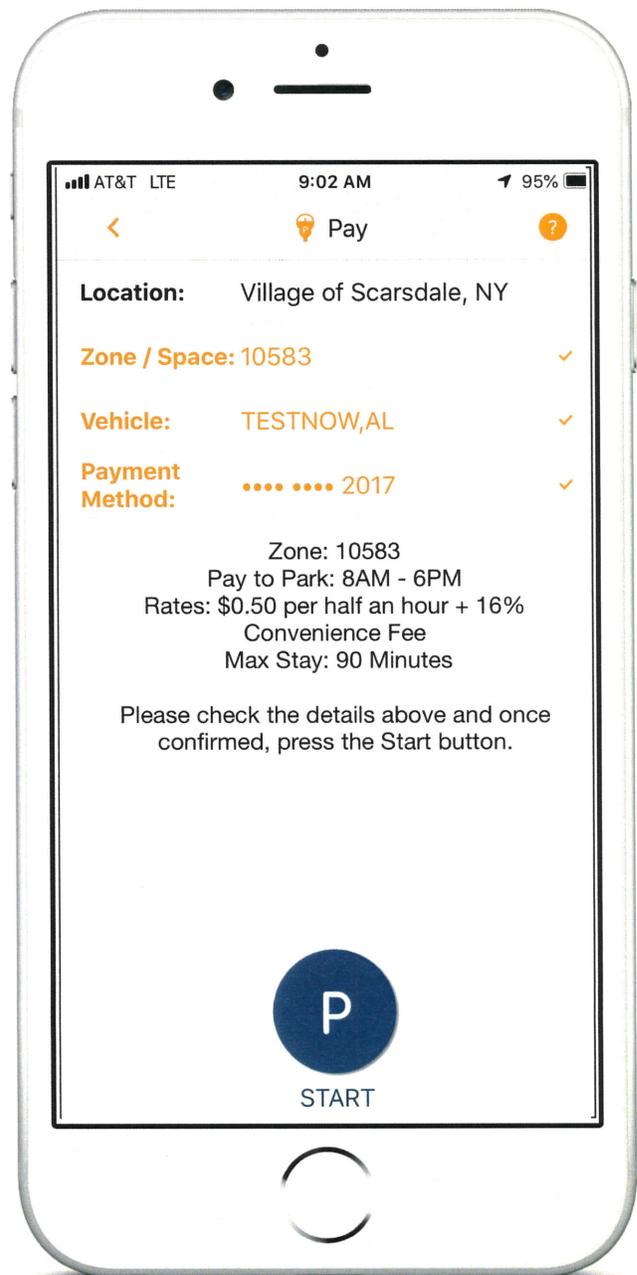
MOBILE PAY - PARKING RECEIPTS

A parking receipt is received at the end of every parking session. The receipt includes transaction details such as vehicle license plate parked, parking zone, state time, end time total parking fee paid and total convenience fee paid.



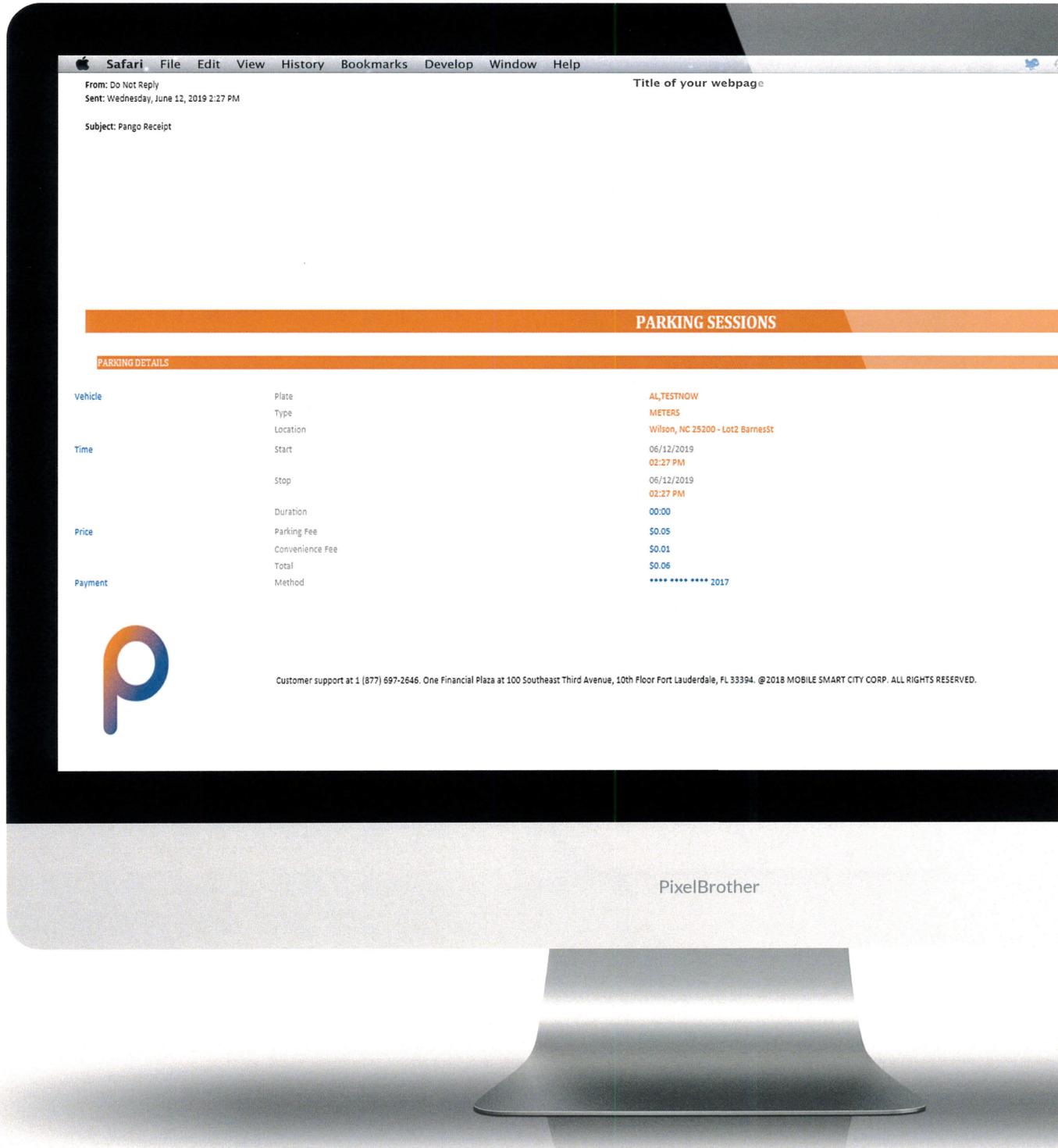
DISPLAY OF ALL FEES

Before starting your parking session all the parking and convenience fees are displayed. Including any parking rules associated with the zone or space that you are parking in.



EMAILED RECEIPTS

Copies of your receipts are sent to your email. Realtime confirmation receipts are received when the parker confirms, activates, extends and ends their parking session.



MOBILE PAY - PARKING MULTIPLE VEHICLES

We are the only mobile payment app that allows you to park up to 4 vehicles at the same time, and from the same account. Other providers will only allow you to have one parking session going at any given time.



HOW DOES IT WORK

A user can have multiple vehicles registered on their account. If you run a business where you have several vehicles and drivers, this give you the control to park several vehicles at once.

- Register each vehicle on your account adding the license plate number of the vehicles.
- Select the parking space or zone where you are parking
- Each session will appear on your dashboard where you can stop it, extend it.

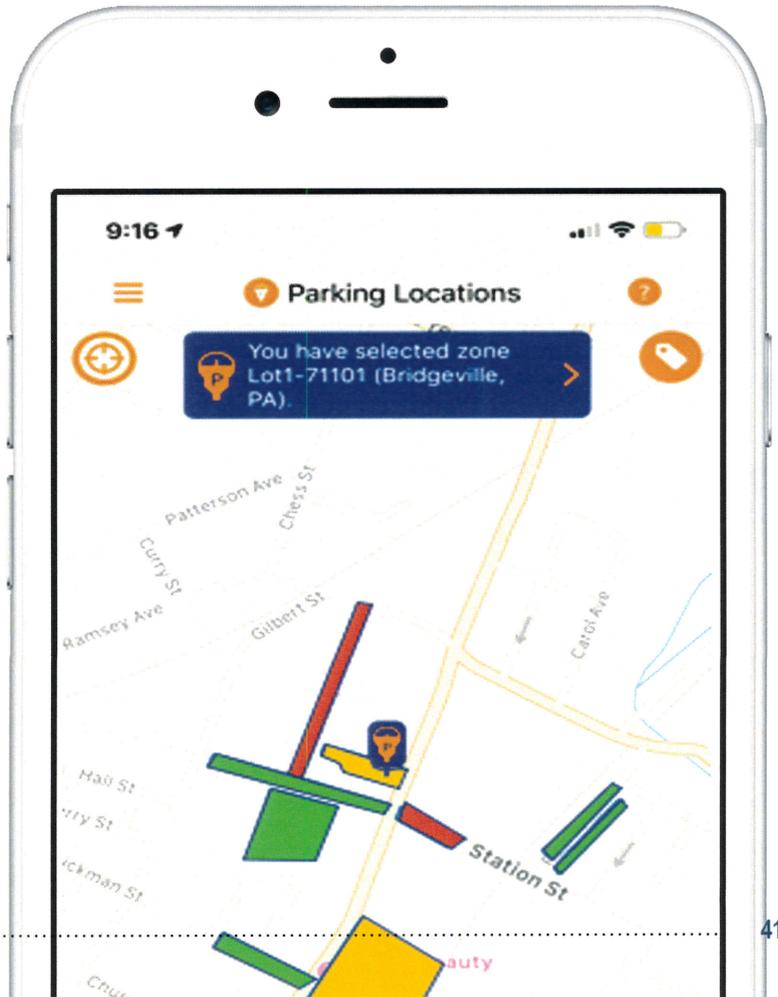
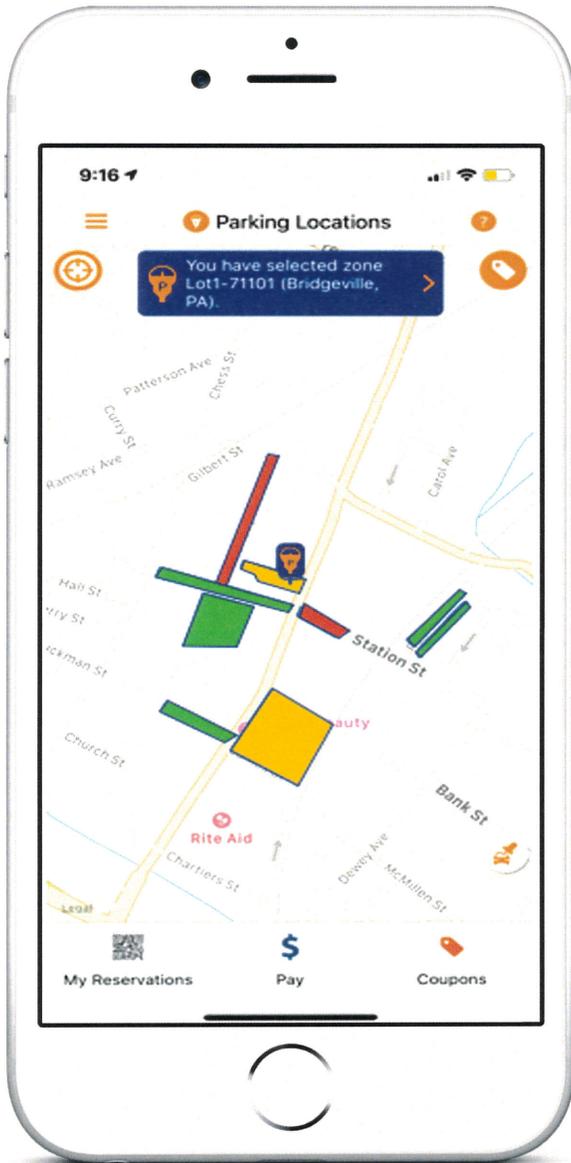
MOBILE PAY - PARKING AVAILABILITY

Additionally, as we have mentioned on previous occasions, the power of integration between Pango allows to offer "Parking Availability" in real time. We can give information to users about the areas within each of the Zones that are most likely to find spaces available. Pango marks the zones in the following way:

HOW DOES IT WORK

Parking availability works in two different ways. If we are integrated with the meters, we can provide actual space availability based on real-time occupancy. If there are no smart meters or just mobile pay, we use a custom algorithm that uses the parking activity from Pango and other parking statistics and information to predict availability.

The user can select their desired parking area and the amount of parking spaces available would appear in the blue information block above.



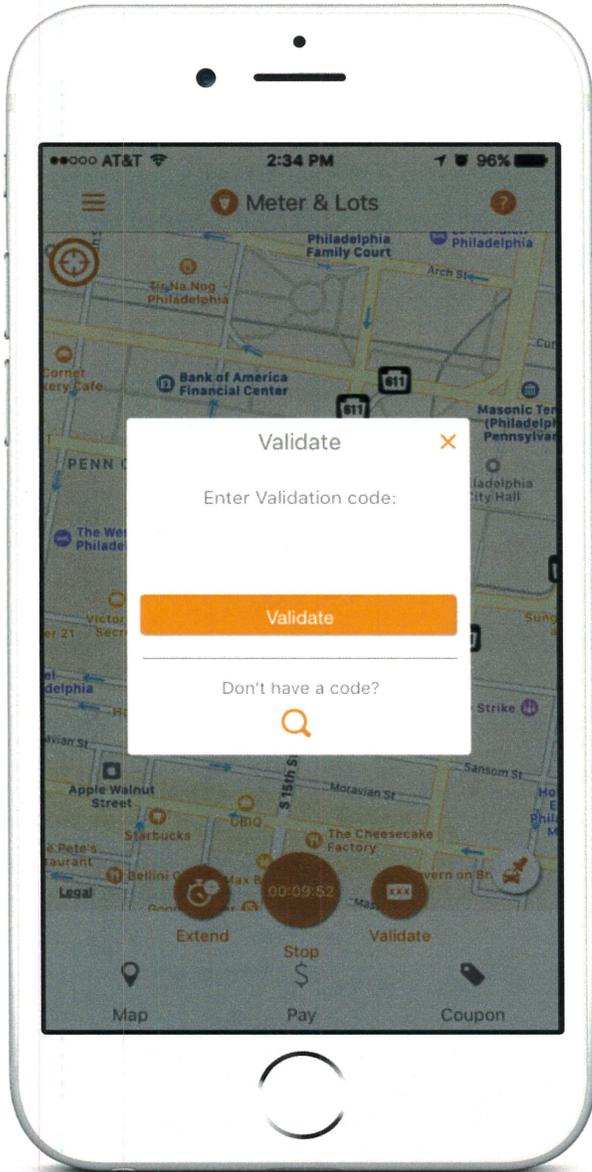
MOBILE PAY - PARKING VALIDATIONS

Our Parking Validations allows local merchants and other third party's can easily offer parking validations through the Pango application.

HOW DOES IT WORK

The local merchant or other 3rd party signs up for a parking validation account and can purchase any amount of parking validations and have them distributed in increments of their choice. A four-digit code is generated for every validation issued.

- A user enters the code prior to ending their parking session
- The value of the validation will automatically be deducted from the users total.



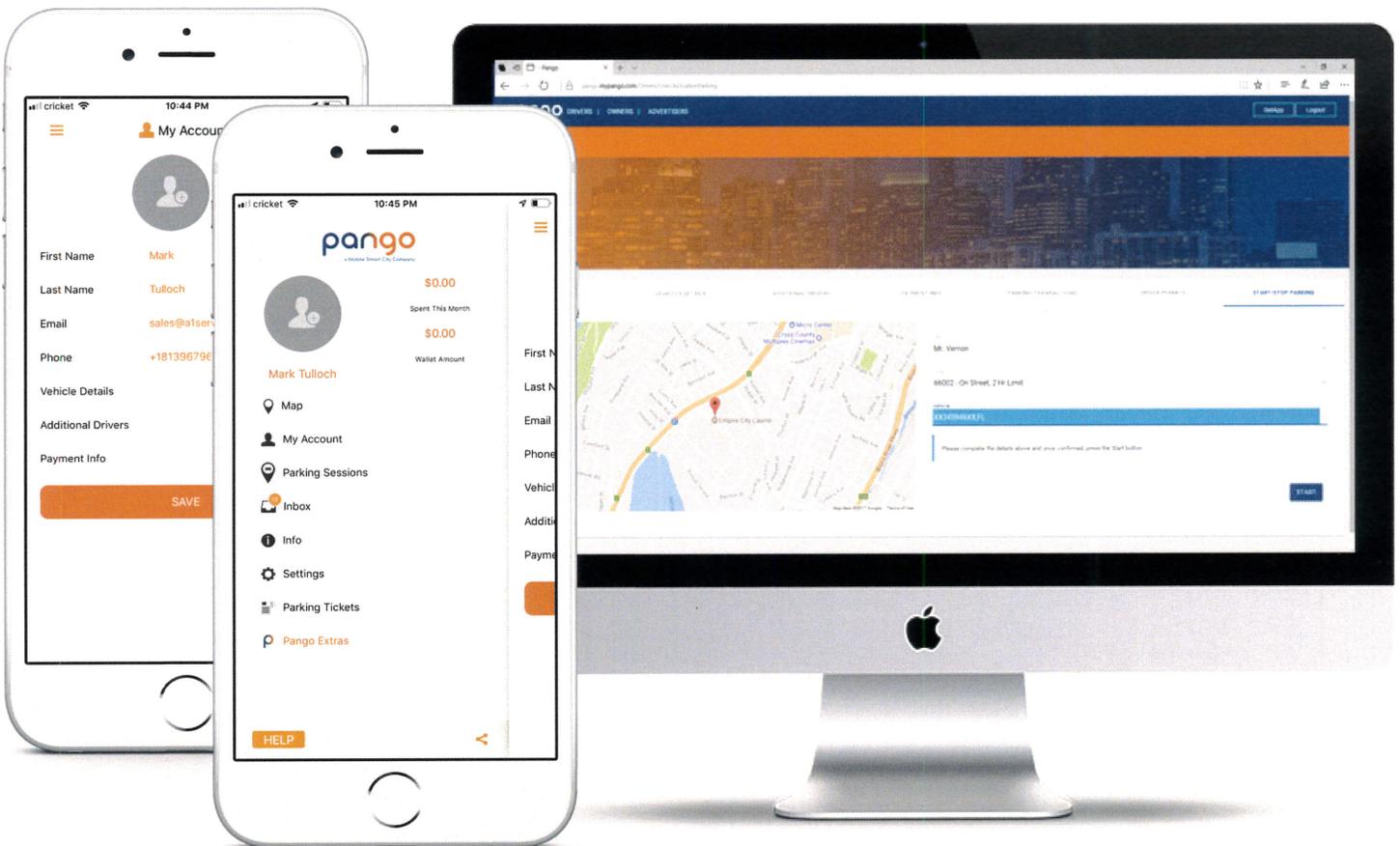
MOBILE PAY - USER BACKEND

Each user has full control of their account with our Self Account Management tool. This includes pulling account history reports.

ACCOUNT MANAGEMENT TOOLS

1	Start or End Parking	6	Review Account History
2	Extend Parking	7	Add Additional Vehicles
3	Check Account Balance	8	Add Additional Drivers
4	Reload Wallet	9	Validations
5	Update Credit Card	10	And More

MANAGE YOUR ACCOUNT FROM YOUR PHONE OR COMPUTER



MOBILE PAY - CUSTOMER SUPPORT

Our customer support call center is available 24/7 and is the hub of all our customer support services. Our agents are empowered to address almost every customer issue, and in most cases being able to resolve the customer's request during the first phone call.

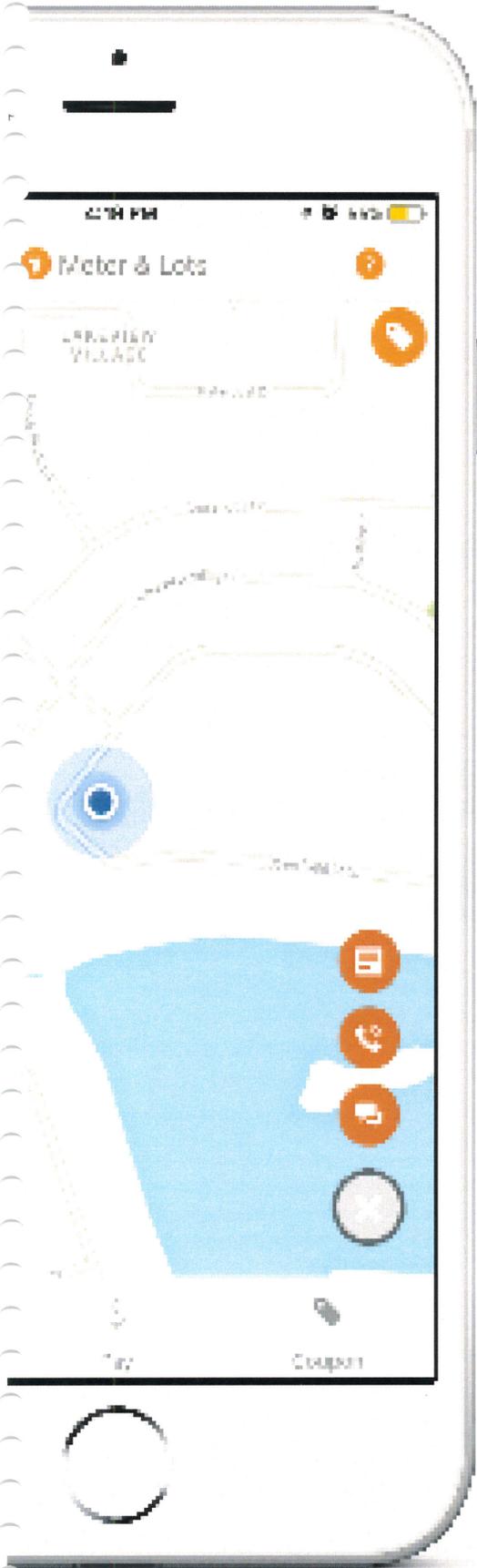


CUSTOMERS HAVE MULTIPLE CHANNELS OF COMMUNICATION

We want our customer to have the ability to reach us no matter what the situation is. This is why we actively monitor over 7 channels of communication.

SERVICE AND SUPPORT OPTIONS

1	24/7 Call Center	Immediate Support
2	Instant Chat Message From the App / Web	Immediate Support
3	Interactive IVR System	Immediate Support
4	Support Ticket	Within 24 Hours
5	Email Support	Within 24 Hours
6	Call Back Request Button	Within 24 Hours



SERVICE AND SUPPORT ORGANIZATIONS AND PLANS

Customer support is a priority of Pango. We provide and make available multiple open lines of communication in every form.

IN APP LIVE SUPPORT CENTER

Pango is the 1st parking mobile payment provider to offer LIVE support from within the app or webpage. No other provider is offering this service.



LIVE CALLBACK REQUEST BUTTON

The callback request allows a user who does not have an urgent issue to place a call back request to the call center. The request will be placed in a call queue and the next available agent will automatically call you back. No need to wait on hold.



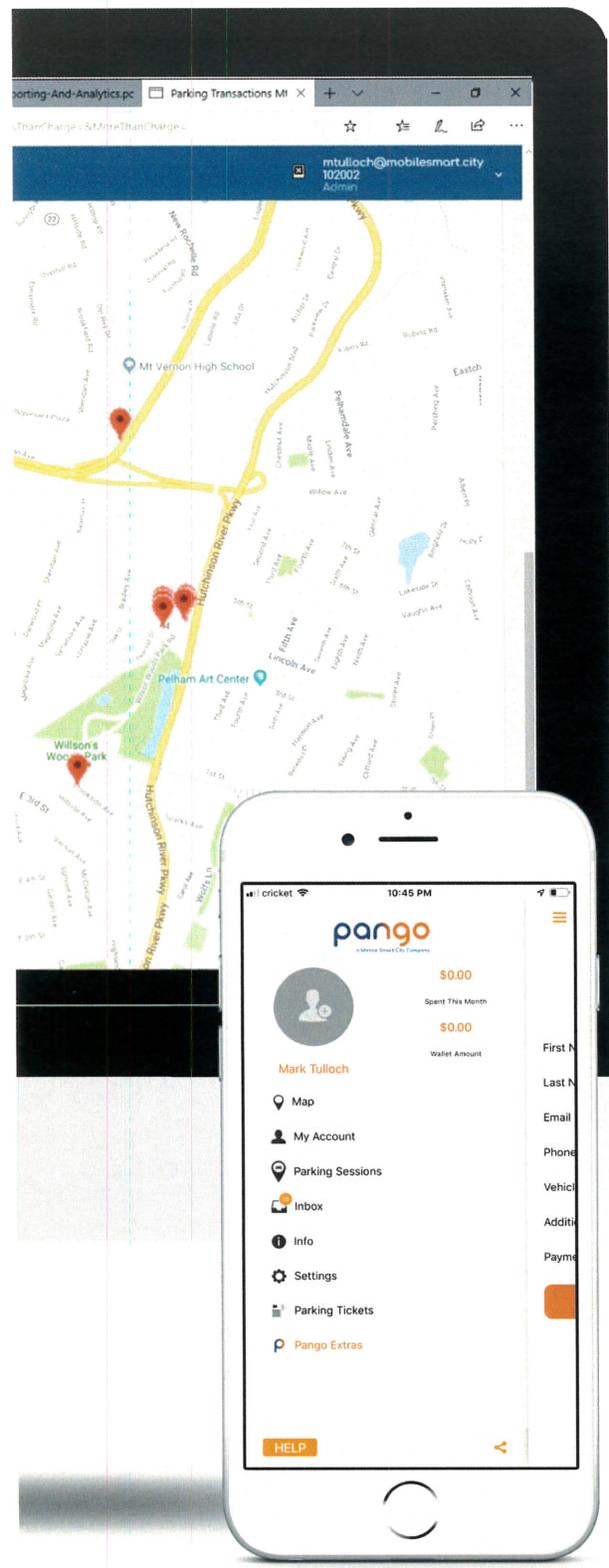
INSTANT FEEDBACK REPORTING

If you're having issues with the APP or need to report a malfunctioning meter, a user can now instantly report any issue or provide immediate feedback to Pango.



INSTANT CHAT BUTTON

We have live agents standing by to help. If you prefer not to call the customer support center directly, you can chat with a live support agent in real time.



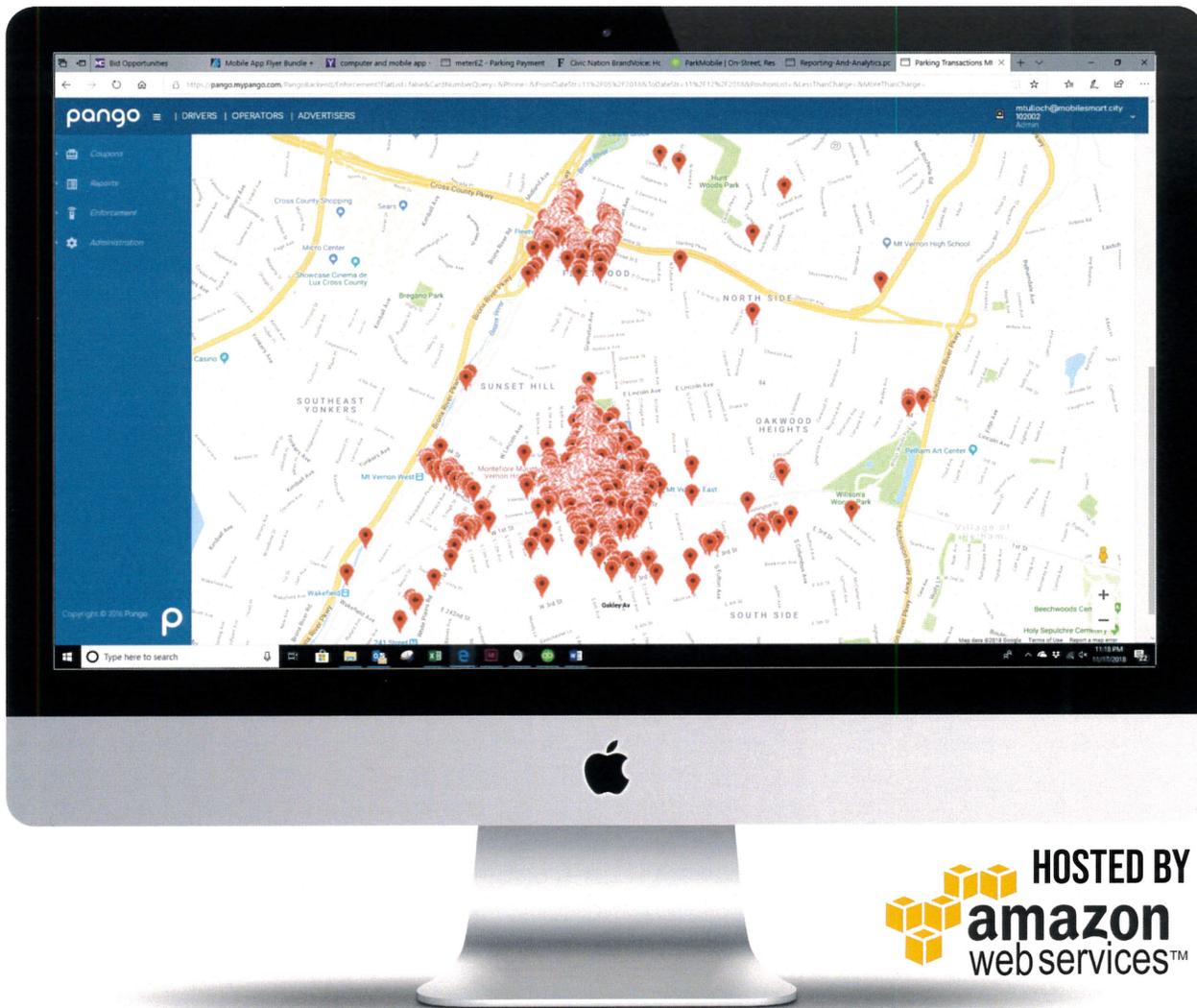
Mobile Smart City Companies



MANAGEMENT SOFTWARE AND REPORTING

BACKEND SYSTEM - AMAZON WEB SERVICES

You will have access to our backend management system giving you the ability to manage every part of your parking system : Mobile pay, Enforcement, Permits, Tickets, Zones, Spaces and more.



STATE OF THE ART REPORT AND CONTROL FEATURES OF YOUR ENTIRE SYSTEM FROM ONE



understand your customers behaviors & trends

live dashboards, historical reports and heat maps that are easy to understand at the click of a button to help manage your parking facility using accurate data.



your data your way

at the office? out for lunch? on vacation? access your data from the cloud with any internet connected device; anywhere in the world.



data-driven business

drive business growth with customer behavior and trend data from your parking facility.



the highest level of data security

eliminate threats and downtime by giving your data the best protection with SSL encryption and storage across multiple cloud-based servers.

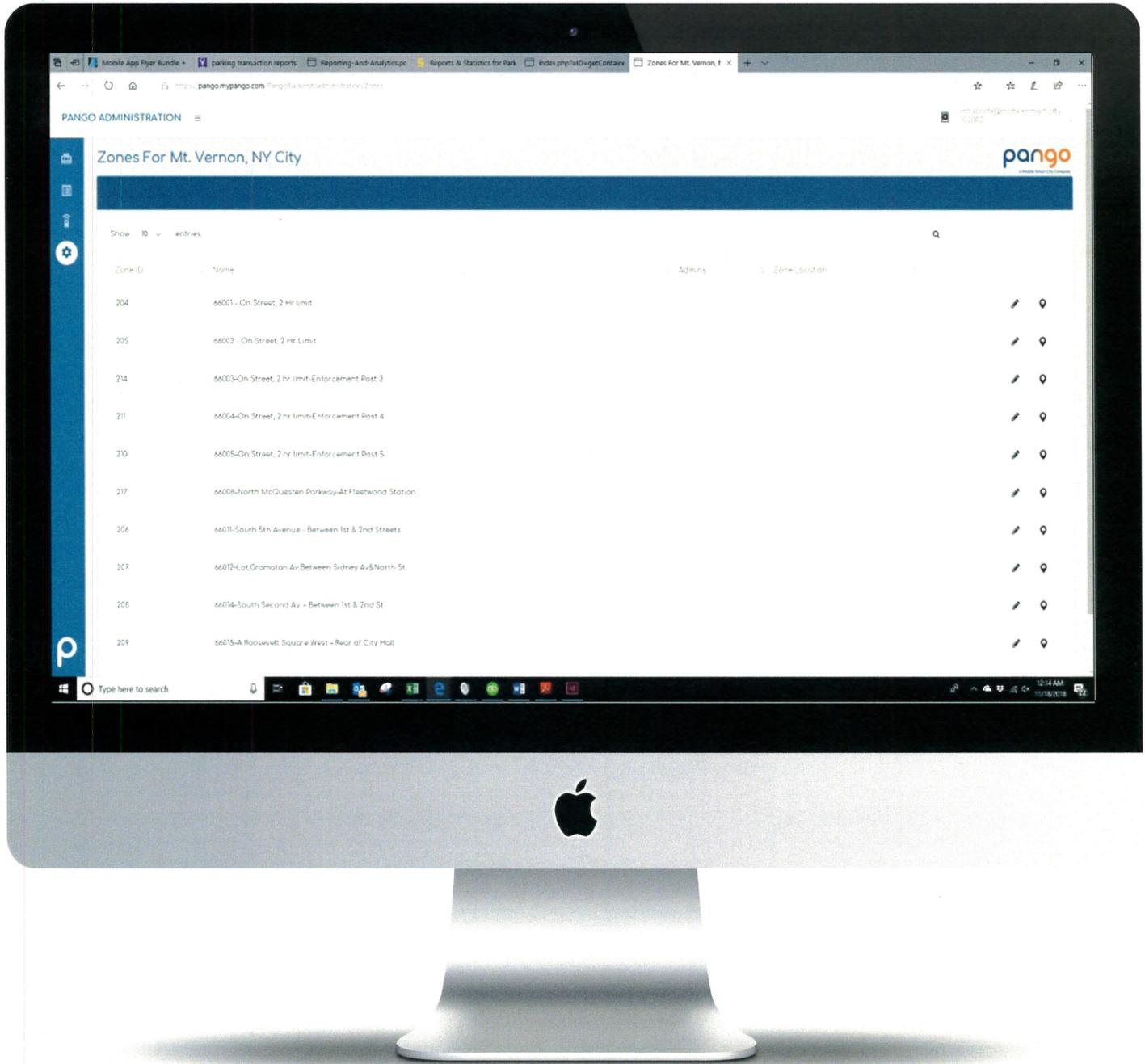


remove clunky on-site server rooms

all data and software is cloud-based means your valuable space isn't filled with on-site servers.

BACKEND SYSTEM - RATES, ZONES AND SPACES

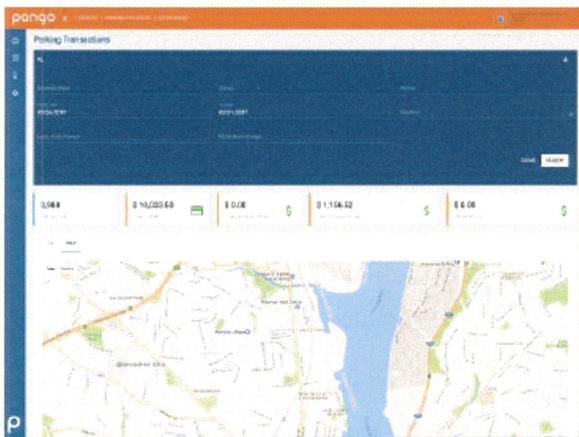
With the Pango Backend, you will have total OnDemand control of your parking system. You will have access to adjust rates, create time limits to create new zones and parking spaces. This is also where you will go to pull transaction information and customer details.



BACKEND SYSTEM - DASHBOARDS

The Control Center is supported by a fully integrated platform of the back-end of Pango. A dynamic tool that provides management, total control and supervision over the system of parking lots and zones. It is with this functionality that the management users work from our Center of Control, managing all user information, analytics, reports, and rates.

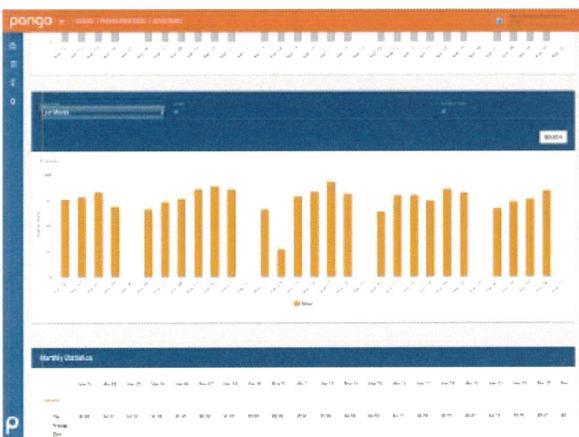
DASHBOARD VIEWS



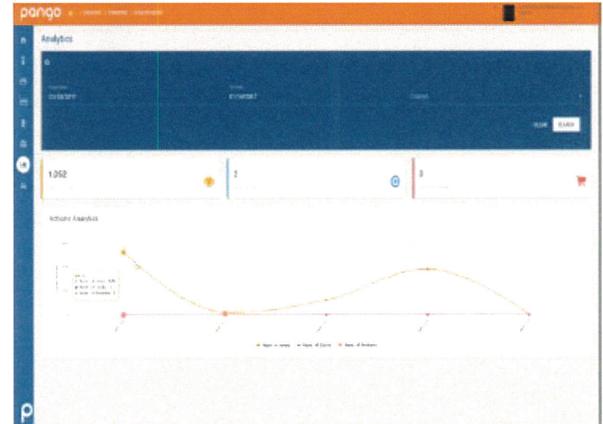
CUSTOMIZABLE CHARTS



REAL-TIME REPORTS



DYNAMIC INFORMATION



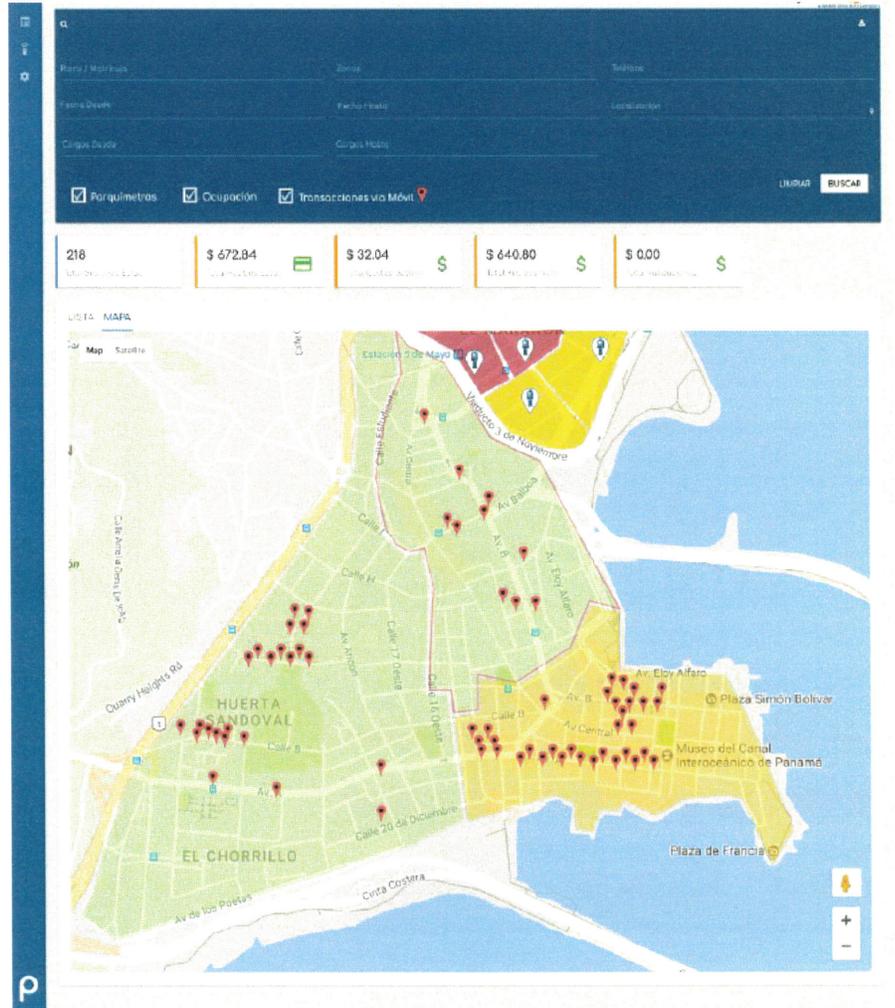
Additionally, the back end offers the possibility of monitoring the global operations of the system, both payment transactions through Pango, as well as, the operations carried out by the Enforcement Officers.

BACKEND SYSTEM - ALL PAYMENTS IN PLACE

The attached image is an example of the information offered from the Control Center the location of the parking meters, and the transactions that occurred in one or several zones.

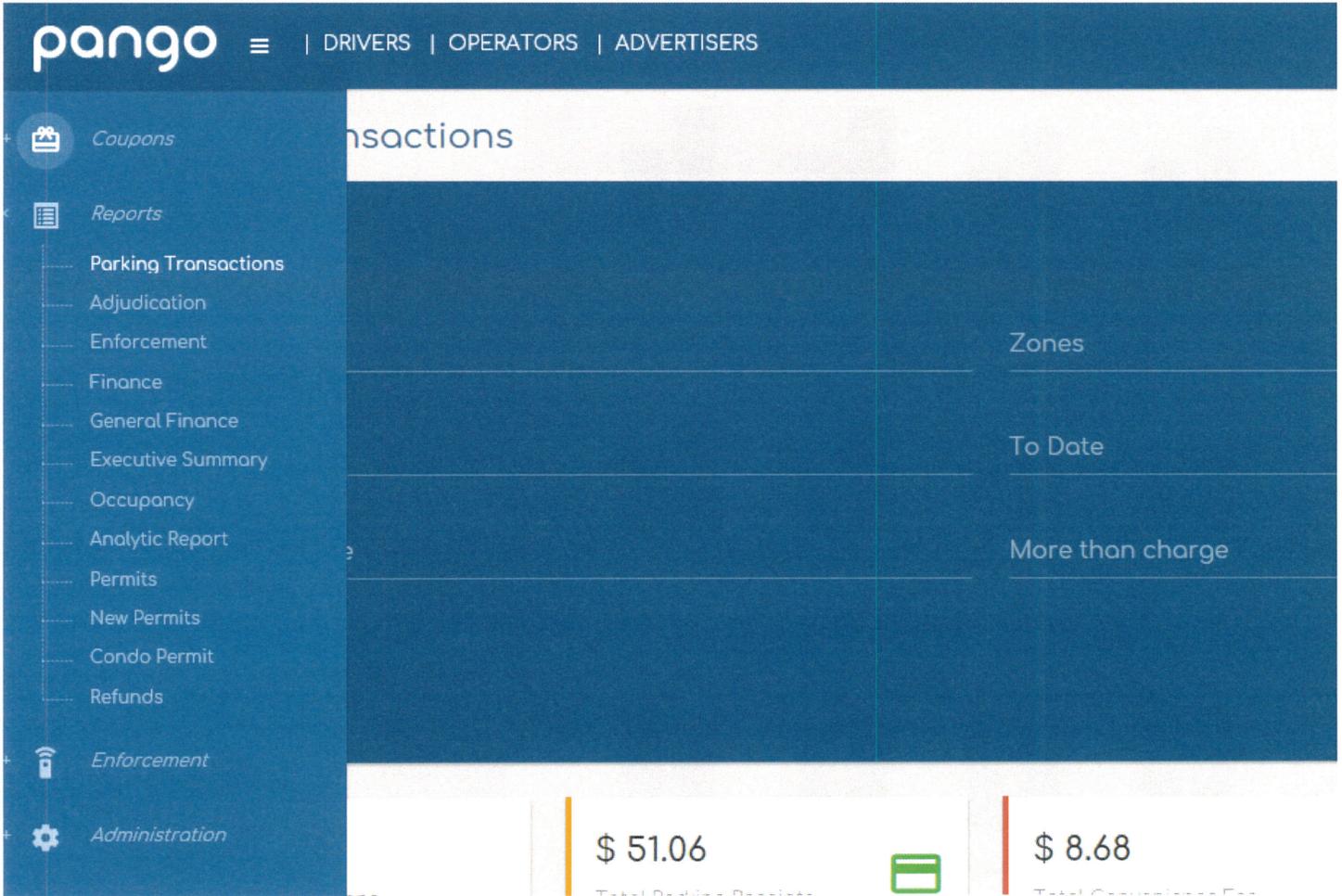
INFORMATION

- Zone
- Vehicle registration number
- Cell phone
- Start date
- End date
- Quantity



BACKEND SYSTEM - REPORTS

Pango's Blue Backend is the central reporting solution for all your parking locations. With Pango you can manage and optimize your business by consolidating your data from several car locations into informative and geographic reports.



DETAILED DOWNLOADABLE REPORTS AT YOUR FINGER TIPS WHEN YOU NEED

- 1 EVERYTHING AT A GLANCE**
Compare the key figures of all your facilities in a ready-consolidated report. The manual consolidation of data from different facilities is no longer necessary
- 2 CLEAR AND EASY TO UNDERSTAND**
Clear graphics provide a quick overview of current operations. You can view key performance indicators and determine which of your products have the best sales figures and which car parks are the most profitable.

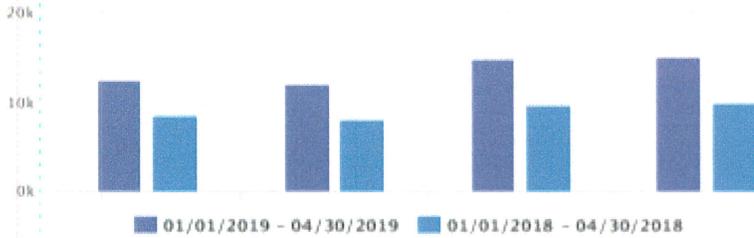
- 4 WELL INFORMED - ALWAYS AND EVERYWHERE**
Overall reports covering multiple car parks put the information you need at your fingertips – whenever and wherever you need them. All it takes is an internet connection – no need for extra software.
- 5 EASY TO DOWNLOAD AND EXPORT**
Easily individualize your reports: The reporting package contains all the important reporting tools. You decide what format and graphics on which reports are needed for your business.

Analytic Report

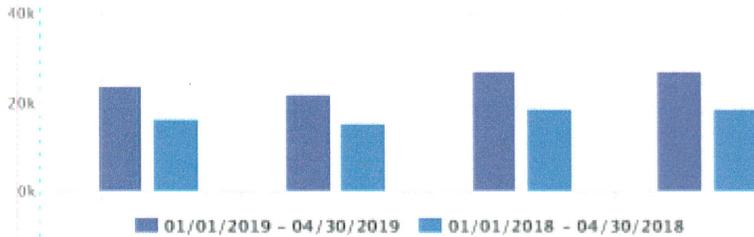
Range Date: 01/01/2019 - 04/30/2019

Range Date: 01/01/2018 - 04/30/2018

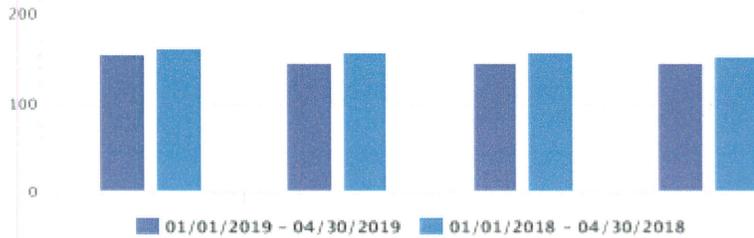
Sessions



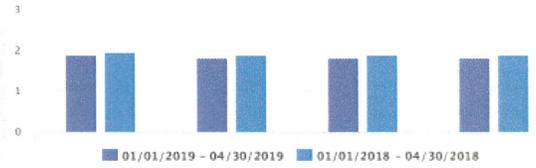
Income



Average Session (in Min)



Average Ticket (in \$)



Sessions Data

	01/01/2019 - 04/30/2019	01/01/2018 - 04/30/2018
Jan 2019 / Jan 2018	12,581.00	8,528.00
Feb 2019 / Feb 2018	12,026.00	8,109.00
Mar 2019 / Mar 2018	14,898.00	9,790.00
Apr 2019 / Apr 2018	15,137.00	9,873.00

Income Data

	01/01/2019 - 04/30/2019	01/01/2018 - 04/30/2018
Jan 2019 / Jan 2018	23,763.25	16,566.75
Feb 2019 / Feb 2018	21,886.00	15,312.75
Mar 2019 / Mar 2018	27,130.75	18,625.00
Apr 2019 / Apr 2018	27,262.25	18,667.75

Average Session Data (in Min)

	01/01/2019 - 04/30/2019	01/01/2018 - 04/30/2018
Jan 2019 / Jan 2018	155.59	162.80
Feb 2019 / Feb 2018	146.42	157.16
Mar 2019 / Mar 2018	147.30	157.39
Apr 2019 / Apr 2018	145.84	154.92

Average Ticket Data (in \$)

	01/01/2019 - 04/30/2019	01/01/2018 - 04/30/2018
Jan 2019 / Jan 2018	1.89	1.94
Feb 2019 / Feb 2018	1.82	1.89
Mar 2019 / Mar 2018	1.82	1.90
Apr 2019 / Apr 2018	1.80	1.89

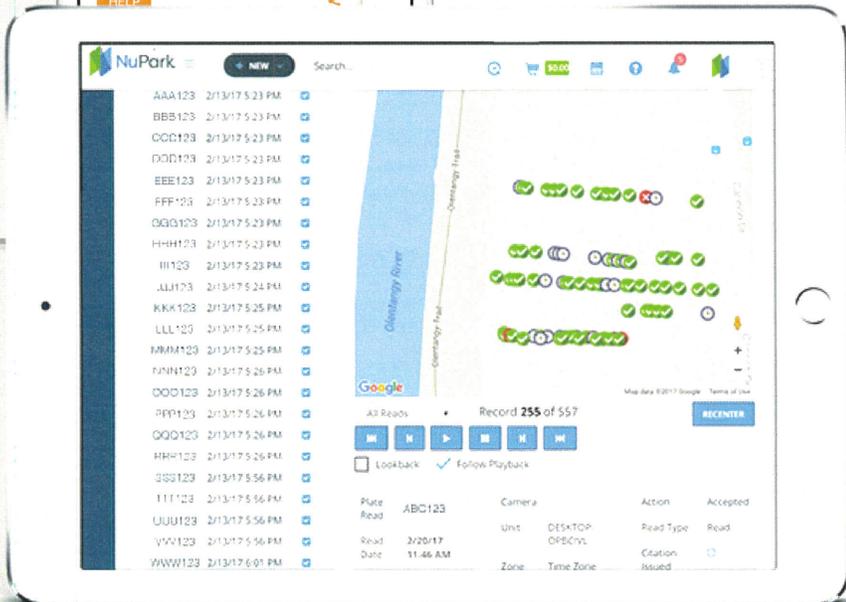
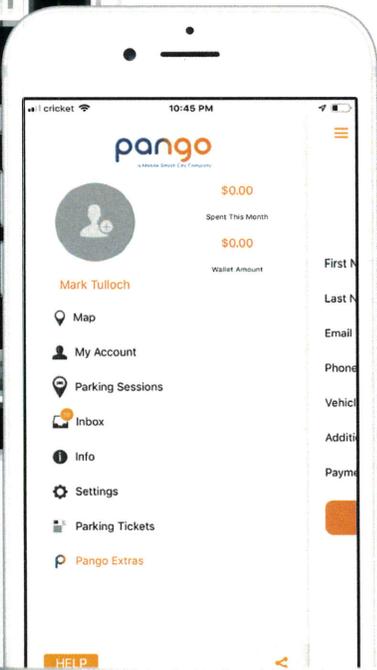
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Mobile Smart City Companies

pango

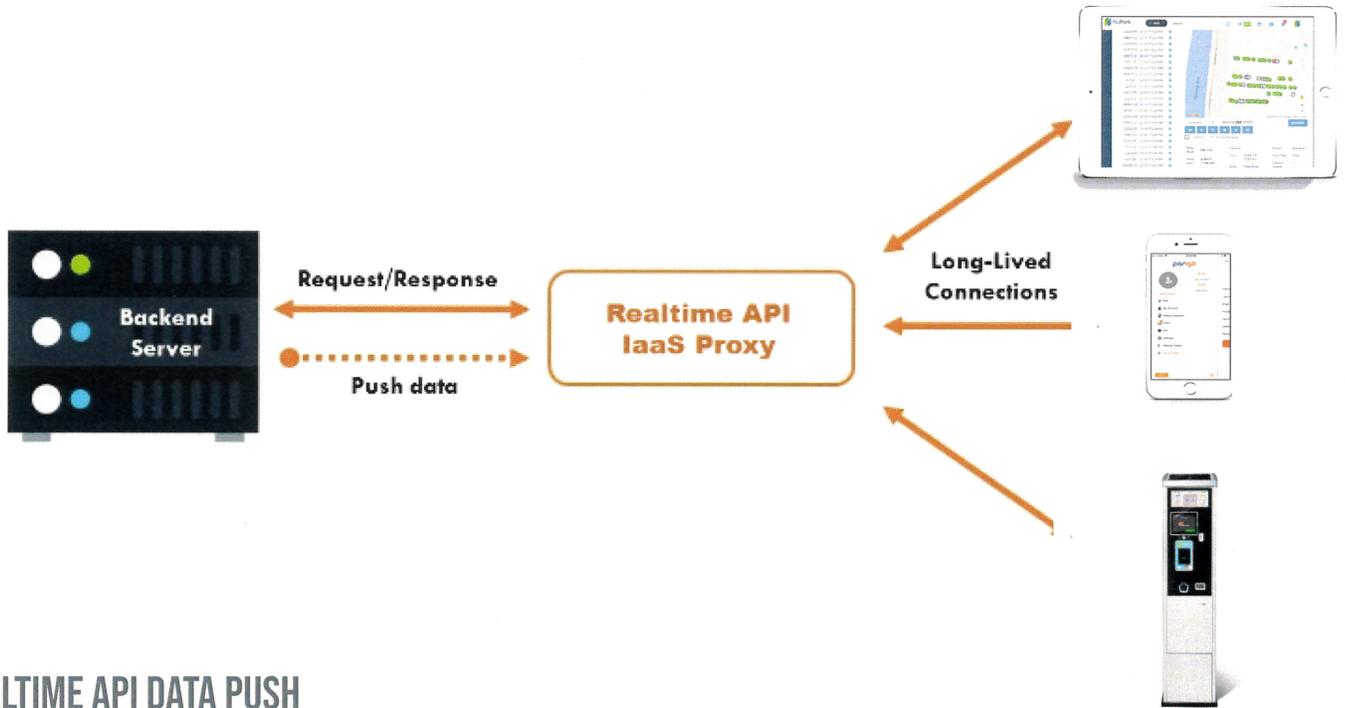
Hectronic

INTEGRATION WITH NUPARK'S LPR AUTO-VIEW ENFORCEMENT SYSTEM



INTEGRATION THRU API

We integrate with other applications and system such as Nupark using an open API, also known as a public API. This is an application programming interface made publicly available to software developers. An open API allow use to make our network-accessible and to give universal access to our systems information.



REALTIME API DATA PUSH

Realtime API infrastructure specifically allows us to build real time data push into their existing APIs or systems. To make this happen we would need to modify our existing API contracts, as the streaming server would serve as a proxy.



Smart solutions for both
on and off street parking

a Mobile Smart City Company

Hectronic - Mobile Smart City

100 Southeast Thrid Ave - 10th Floor
Fort Lauderdale, FL 33394
215-206-8545

Ssnyder@mobilesmart.city

INVOICE NO.
DATE **December 3, 2019**
CUSTOMER ID
EXPIRATION DATE

TO:
City of Lake Geneva
626 Geneva St.,
Lake Geneva, WI 53147
ATTN: City Clerk's Office

SALESPERSON	JOB	PAYMENT TERMS
Steve Snyder		QUOTE

QUANTITY	DESCRIPTION	UNIT PRICE	LINE TOTAL
63	Citea Color Touch Electronic Pay Station Coins and Credit Cards, Solar Powered, 4G Cellular Communiations, Pay by Plate	\$6,875.00	\$ 433,125.00
	Optional Bill Acceptor	\$2,650.00	
63	Shipping	\$225.00	14,175.00
1	Set-up and programming	\$750.00	750.00
63	Installation - Training	\$145.00	9,135.00
	Option "P" Sign	\$325.00	
	Monthly Software License - Per Machine	\$65.00	

Quotation prepared by: _____

SUBTOTAL \$ 457,185.00
SALES TAX
TOTAL \$ 457,185.00

This is a quotation on the goods named, subject to the conditions noted below:
(Describe any conditions pertaining to these prices and any additional terms of the agreement.
You may want to include contingencies that will affect the quotation.)

To accept this quotation, sign here and return: _____

Steve Snyder - Vice President
100 Southeast Third Avenue 10Th Floor
Fort Lauderdale, FL 33394
Phone: (215) 206-8545
E-mail: snyder@mobilesmart.city

PRICE

This is our project price proposal which includes the fees associated with this project. Our proposal is broken down into Customer Cost and City Cost.

VALUE ADDED OPTIONAL SERVICES:

FEES PAID BY THE USER

1	Parking Convenience fee *	16% on top of City permit rate paid by Parker. Example: 1 hour \$1.00 - parker pays \$1.16 City gets \$1.00 Pango keeps \$.16 for transaction/processing
2	Permits	14% on top of City permit rate paid by Parker. Example: 1 hour \$30.00 - parker pays \$34.20 City gets \$30.00 Pango keeps \$4.20 for transaction/processing.

FEES PAID BY CITY

1	Pango Pay & Go	FREE
2	24/7 Call Center	FREE
3	Signage	FREE

VALUE ADDED OPTIONAL SERVICES:

1	Pango Merchant Club	FREE
---	---------------------	------

INTEGRATION WITH METERS / ENFORCEMENT

Pango charges NO FEE for the integration with the 3rd party. If the 3rd party charges any integration fee's, it would be the City's responsibility to cover that fee.

SPARE PARTS

List all spare parts, and a separate list of recommended spare parts and quantities to be provided, including:

	Part Name	Hectronic Part Number				Quantity	Price	Life Expectancy
1	SM2 chip reading contact and magnetic reader head	hc53	6300	106		1	\$800.80	475,000 transactions
2	controller for SM2 card reader	2057	72	205	2	1	\$996.80	
3	Globalcom EMV Credit Card Reader	2057	73	206	3	1	\$1,026.75	475,000 transactions
4	WH coin validator	HC20	2	300	31	1	\$397.60	700,000 coins
5	AC ARM-9 controller UL	2062	72	10	5	1	\$1,282.40	10-12 years
6	coin shutter	HC20	2	100	2	1	\$224.00	700,000 coins
7	motor for coin validator	2062	30	132	0	1	\$168.00	700,000 coins
8	MSC printer with paper guiding	HC20	7	10	3	1	\$1,052.80	325,000 transactions
9	Battery 12V 75Ah battery (*)	2057	78	38	0	1	\$162.40	
10	Color Touch Display	2062	72	34	01	1	\$1,204.00	
11	Bill Acceptor	2062	45	26	11	1	\$3,080.00	

* for solar power configurations

** for mains power configurations

*** for pay by space installations

Both Citea Paystation and HecTwin Access Unit

Hectwin Access Unit

WARRANTY

EXTENDED WARRANTY STATEMENT

The Warranty Parts Replacement program provides financial protection for the cost of the frequently used and most costly parts for Hectronic equipment. This program provides replacements for these parts at no additional cost for the duration of the agreement. Replacement parts warranty is 90 days or to the end of the warranty period for the unit installed in whichever comes first.

The Customer is required to replace defective part(s) as part of their normal Level I diagnosis and repair process. Every week The Customer will ship any parts that require repair back to Hectronic using a Return Material Authorization (RMA), which is received via telephone or email from Hectronic’s Sales Administration department. As part of this process, a sales order will be generated for the replacement part(s) and these items will be shipped within 24 Business Hours following the defective receipt. All shipments will be sent ground for two (2) business day delivery unless other arrangements are made at the time of the order. Customer is responsible for all expedited shipping charges.

Hectronic will provide a replacement for any faulty part received from The Customer. The Customer will pay shipping to Hectronic and Hectronic will pay for shipping of replacement part back to The Customer. Hectronic will replace parts with repaired or refurbished parts that are tested to insure that they meet the performance specifications of a new part. This warranty does not include “consumable items” such as paper, batteries and some external enclosure items. Labor to replace parts is not covered under this agreement.

The Customer will perform the actual problem diagnosis and part replacement at the meters. Hectronic at its discretion may charge The Customer the actual cost to process any parts that are returned and are found not to be faulty and performing per specifications. Customer is responsible for testing all units before sending them in for repair. This will maximize replacement availability and minimize parts returned in error.

To maximize meter uptime the Customer can purchase a compliment of replacement parts which would consist of the frequently used items and is based on the number of meters purchased by the Customer. Hectronic can provide guidance to The Customer regarding a suggested number of parts to be included in this inventory along with the applicable pricing.

Any repair of damage resulting from acts of vandalism, accident (vehicle impact), failures in the electrical supply to the multi-space meters, operator error, (e.g. but not limited to: no ticket stock, no coin box fitted, wrong time/date) or the use of non-approved ticket stock on the meters are not covered under this agreement. Hectronic will provide estimates of this repair cost upon receipt of a written request from The Customer. The terms “vandalism” or “vandalized” shall mean any willful damage caused to the meters (break-ins etc.) which affect the appearance or operation of the meters or interferes with the normal use of the meters.

Hectronic Responsibilities:

1. Provide training at the commencement of this agreement in the process of obtaining a RMA and shipping parts to Hectronic.
2. Provide a suggested inventory proposal for the meters purchased as part of the Sales agreement.
3. Maintain sufficient inventory so that parts can be provided in a timely manner to support the necessary field replacements.
4. Return a repaired or refurbished part that is equal or better in quality to the part received.
5. Pay for the normal shipment of replacement parts to the Customer.
6. Staff a Level II escalation support function that can advise the Customer with warranty parts replacement.

Customer Responsibilities:

1. Complete all the necessary Level I diagnosis steps before determining that a part is faulty and requires replacement.
2. Maintain the certification level of all Customer staff that are performing technical service to the meters or operating the Parkfolio software.
3. Ship all defective parts to Hectronic on a regular weekly basis in order to provide a smooth flow of replacement parts and eliminate the need for expedited requests. Customer agrees that no defective part will remain in its stock more than 7 days prior to being shipped to Hectronic.
4. Follow all instructions (labeling, addressing, packaging, etc) specified by Hectronic Sales Admin to send and process a RMA in order to ensure quick processing of the repair order.
5. Complete the recommended meter preventative maintenance process and intervals to maximize useful life of the parts within the multi-space meters.
6. Replace any meter when it is no longer capable of repair, for whatever reason (excluding the fault or negligence of Hectronic).
7. Maintain the concrete mounting pad and mounting hardware per the installation specifications.
8. Remove, reinstall or relocate the meters as needed.
9. Maintain all electrical installation accessories other than those that form an integral part of the meters, as well as electrical connections to the meters.
10. Maintain a log of all parts replacements which will be made available to Hectronic upon demand.

Hectronic provides its customer with the ability to choose their levels of support. From doing first level support themselves to having Hectronic perform all related services including collections.

During standard working hours, which is 8 am to 8 pm, phone calls are routed to the available agent, typically calls are answered within 3 minutes, if a message is left, and returned within an hour of the message. Email responses are answered within 4 hours. On-site response time would be next day for on street equipment issues. Toll free and Web support are also available.

RMA PROCEDURES

Hectronic has its fully staff repair facility that provides repair services. During normal working hours, a customer can either call or email our support group, to received a RMA number, along with shipping instructions, once unit is received it will be repaired or replaced with 36 hours. Hectronic also offer an advance exchange program, which ships a replacement unit overnight.

Process

1. Call To Recieve RMA Number & Shipping Instructions
2. Replacement Parts Are Shipped Overnight
3. Customer Returns The Defective Part and Recieve Credit

Hectronic’s flexible service and support offering can be customized to meet the City's needs. Hectronic will work with the City to help design the package that best fits City’s requirements.

Hectronic provides our customer with various levels of maintenance options to ensure seamless operation of their equipment. From extended warranty programs to customer packages that include remedial training, preventive maintenance, advance consumable replacement, locally housed spare parts, seed stock, and park audits. Hectronic’s approach is to supplement the needs of our customers, provide them with the best support available at the time they need it most, and develop programs with our customers to ensure system performance, reduce operational costs, and more importantly satisfy their patrons.

Mobile Smart City Companies



THANK
YOU

100 Southeast Third Avenue 10Th Floor
Fort Lauderdale, FL 33394
Phone: 1 (877) 697-2646
E-mail: Info@mypango.com

www.mypango.com

- b. Price per unit. \$ 6,875.00
- c. Shipping/Handling. \$ 225.00
- d. Installation/Activating fees. \$ 250.00
- e. Description of signage included. \$ We will design the signs for free the City will produce and install
- f. Back-office cost-subscription cost per month/annual per unit. \$ 65.00
- g. Description of unit communication service/cell carrier name. ATT and T-Mobile
- h. Estimated latency time (in seconds) in transferring data from meter communication to existing City enforcement system. less than 25 seconds
- i. Cost of (modem communication) service per unit per month (mandatory 4G/LTE).
\$ n/a
- j. Description of Maintenance Coverage/Warranty Agreement per unit (based on 10 month agreement) (mandatory 1st year free)
1 year warranty included , please see proposal for description
- k. Cost of Maintenance Agreement per unit/annually. \$ \$495
- l. Support Services fees.
\$ Included in monthly fees
- m. User Fees (proposal shall include any fees to the City associated with the installation or inclusion of mobile payment or wayfinding applications).
\$ No fees to the City. 16% convenience fee charged to the customer.
- n. Misc. fees including itemized wires, cords, batteries, currency canisters and any and all items needed in the installation, activation and/or daily performance of unit.
\$ Included installation cost
- o. Description of power source/battery amp/specs.
Battery powered solar recharging.
- p. Estimated battery life in unit before (manual) re-charge (outside of solar charger).
3-4 years

- q. Description of Solar Panel and unit charging process-specs.
14 watt solar panel

- r. Any and all other fees associated with the installation, maintenance, hardware, software, performance and firmware. \$ n/a
- s. Total Cost per unit. \$ 6,875.00
- t. Total Cost for 35 units. \$ 240,625.00
- u. Total Cost for 63 units. \$ 433,125.00
- v. Anticipated upgrade costs in 3-5 years.
 \$ 0.00

2020, \$

- a. Name, Model Number, and Description of Unit/Software version.
Citea color Touch Electronic paystation

- b. Price per unit. \$ 6,875.00
- c. Shipping/Handling. \$ 225.00
- d. Installation/Activating fees. \$ 250.00
- e. Description of signage included. We will design the signs for free the City will produce and install
- f. Back office cost-subscription cost per month/annual per unit. \$ 65.00
- g. Description of unit communication service/cell carrier name. ATT and T-Mobile
- h. Estimated latency time (in seconds) in transferring data from meter communication to existing City enforcement system. less than 25 seconds
- i. Cost of (modem communication) service per unit per month (mandatory 4G/LTE).
 \$ n/a

- j. Description of Maintenance Coverage/Warranty Agreement per unit (based on 10 month agreement) Mandatory first year free.
1 year warranty included , please see proposal for description

- k. Cost of Maintenance Agreement per unit/annually. \$ \$495

- l. Support Services fees. \$ Included in monthly fees

- m. User Fees (proposal shall include any fees to the City associated with the installation or inclusion of mobile payment or wayfinding applications).
\$ No fees to the City. 16% convenience fee charged to the customer.

- n. Misc. fees including itemized wires, cords, batteries, currency canisters and any and all items needed in the installation, activation and/or daily performance of unit.
\$ Included installation cost

- o. Description of power source/battery amp.
Battery powered solar recharging.

- p. Estimated battery life in unit before (manual) re-charge (outside of solar charger)
3-4 years

- q. Description of Solar Panel and unit charging process.
14 watt solar panel

- r. Any and all other fees associated with the installation, maintenance, hardware, software and firmware. \$ n/a

- s. Total Cost per unit. \$ 6,875.00

- t. Total Cost for 35 units. \$ 240,625.00

- u. Total Cost for 63 units. \$ 433,125.00

- v. Anticipated upgrade costs in 3-5 years.
\$ 0.00

SECTION 10: CONTINGENCIES

a. Percent Increase/decrease (circle one) for 2020 will be 0 % in addition/subtraction (circle one) to 2019 rates.

b. Required *Alternate* #1. Supply (30) thirty additional batteries matching those supplied in the original document. Additional price, if any. \$ 3,750.00

SECTION 11: TRAINING AND INSTALLATION SCHEDULE

All vendors shall submit a project management schedule and be expected to maintain the schedule throughout the installation of the system. The schedule shall include:

- a. Estimated timeline of training on software and equipment 2 Days
- b. Training fees Included in installation cost
- c. Estimated timeline of installation of one unit One Hour
- d. Estimated timeline of installation of 63 units 10 Working Days
- e. Date of certain completion 60 Days from contract award

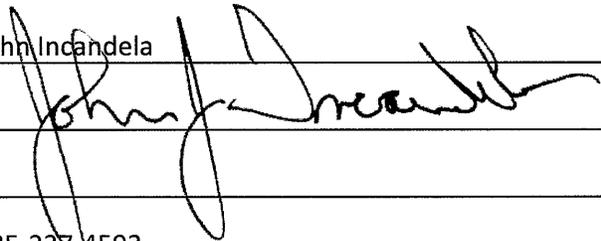
SECTION 12: CERIFICATION STATEMENT

a. I hereby certify that all statements herein are made on behalf of John Incandela

(Name of Corporation), partnership or person submitting bid) and that I have examined and carefully prepared this Proposal from the specifications/requirements and that I have full authority to make such statements and submit this proposal.

Company Mobile Smart City Corp

Name John Incandela

Signature 

Title CEO

Phone 985-237-4593

Email Jincandela@mobilesmart.city

SECTION 13: QUALIFICATIONS

On letterhead, please describe your firm's qualifications, experience, and capabilities as they pertain to provision, service and maintenance of multi-space meter/pay stations. Include the number of years the company has been providing municipal multi-space meters/pay stations, particularly in cold or Midwestern environments. Single page and attach.

SECTION 14: INSURANCE QUESTIONNAIRE

- a. Length of time in business 13 years
- b. Company is insured as follows:
Name of Insurance Company: Mobile Smart City Corp
Agency: _____
Policy Number: _____ Expiration Date _____

SECTION 15: BUSINESS REFERENCES

Vendors must provide (3-5) five references of current clients within 100 miles of the City. References should have similar scope, volume and requirements to those outlined in this RFP.

Reference #1

- a. Company/Agency Name Bridgeville, PA
- b. Contact person (name and title) Joe Solomon
- c. Completed street address 304 Hickman Street, Bridgeville, PA
- d. Telephone number 302-539-8940
- e. Email address bbpa@bbpa.comcastbiz.net
- f. Type of business Government
- g. Dates of service 2015
- h. Size (number of multi-space meters/pay stations) 50
- i. Contract value 400,000
- j. Description of work performed Parking Meters

Reference #2

- a. Company/Agency Name city of bethany beach, de
- b. Contact person (name and title) Steve Grames
- c. Completed street address 214 Garfield Pkwy, Bethany Beach, DE
- d. Telephone number 302-539-8940
- e. Email address SGrames@Cityofbethanybeach.com
- f. Type of business Government
- g. Dates of service 2010
- h. Size (number of multi-space meters/pay stations) 55
- i. Contract value 400,000
- j. Description of work performed Parking Meters

Reference #3

- a. Company/Agency Name city of waterbury, ct
- b. Contact person (name and title) Joe Russo
- c. Completed street address 255 East Main Street Waterbury, CT
- d. Telephone number 203-574-6911
- e. Email address _____
- f. Type of business Government
- g. Dates of service 2012
- h. Size (number of multi-space meters/pay stations) 53
- i. Contract value 400,000 +
- j. Description of work performed Parking Meters

Reference #4

- a. Company/Agency Name City of Greenville , sc
- b. Contact person (name and title) Corey Barrett
- c. Completed street address 206 S Main Street, Greenville, SC 29601
- d. Telephone number 252-916-5456
- e. Email address cbarrett@greenvillenc.gov
- f. Type of business Government
- g. Dates of service 2015
- h. Size (number of multi-space meters/pay stations) _____
- i. Contract value _____
- j. Description of work performed Parking Meters

Reference #5

- a. Company/Agency Name The City of Niagara Falls
- b. Contact person (name and title) Karl Dren, C.E.T.
- c. Completed street address 4320 Bridge Street Niagara Falls, On
- d. Telephone number 905-356-7521, ext. 4509
- e. Email address kdren@niagarafalls.ca
- f. Type of business Government
- g. Dates of service 2018
- h. Size (number of multi-space meters/pay stations) _____
- i. Contract value _____
- j. Description of work performed Parking Meters

SECTION 16: AGREEMENT

THIS AGREEMENT, made this 3 day of December, 2019/2020 by and between Mobile Smart City C, party of the first part, hereinafter called the contractor, and the City of Lake Geneva, Wisconsin, party of the second part, hereinafter called the City.

WITNESSETH:

THAT WHEREAS, the City of Lake Geneva, Wisconsin, under provision of Sec. 66.29 Wis. Stats, and by virtue of authority vested in the said City Council has awarded to the contractor the work.

NOW THEREFORE, the Contractor and the City of Lake Geneva, for considerations hereinafter named, agree as follows:

ARTICLE 1. Work. The Contractor shall furnish all labor necessary to perform, and shall perform in accordance with the plans and specifications and terms of this contract in the City of Lake Geneva, Wisconsin, for the sum of;

2020, \$ 457,185.00 In words, Four Hundred Fifty Seven Thousand One Hundred Eighty Five Dollars
2021, \$ 457,185.00 In words, Four Hundred Fifty Seven Thousand One Hundred Eighty Five Dollars

CITY OF LAKE GENEVA

City of Lake Geneva Parking Department and Multi-Meter Purchase

Year _____

Mayor _____

Signature _____ Date _____

City Clerk _____

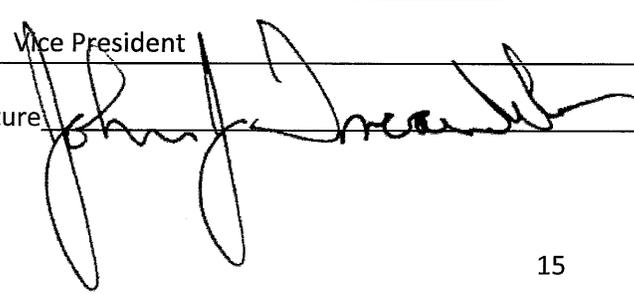
Signature _____ Date _____

CONTRACTOR

Name of Company Mobile Smart City Corp

Representative's name Steve Snyder

Title Vice President

Signature  _____ Date 12/3/2019

Other Officers name _____

Title _____

Signature _____ Date _____





500 W. 18th Street, Suite 301 | Chicago, IL 60616
 (312) 942-9570 | (312) 605-9438 fax
 www.aptchicago.com | servicemail@aptchicago.com
 Automated Parking Technologies is Our Name, and Our Business

INVOICE

0000191811

Customer	Location	Date of Service
City Of Lake Geneva Contract 626 Geneva Street Lake Geneva WI 53147	City Of Lake Geneva 626 Geneva Street smullally@cityoflakegeneva.com Lake Geneva WI 53147	Invoice Date
		12/3/2019

P.O. Number	Terms	Due Date	Customer Number	Work Order
	NET 30	1/2/2020	0442401-00001	

QTY	PART #	DESCRIPTION	PRICE	AMOUNT
-----	--------	-------------	-------	--------

2020 Invoice for the location Annually Maintenance Agreement Contract				
68.00		Annual Agreement Fee per Machine Yearly maintenance period covering from January 1st, 2020 thru December 31st, 2020	925.00	62,900.00

Sub Total \$62,900.00
 Shipping, Handling And Taxes \$0.00
Total Amount \$62,900.00
 Balance Due Less Any Prior Payments \$62,900.00

Net 30 With 5% Late Fees Of The Amount Past Due

MEMORANDUM TO THE CITY OF LAKE GENEVA

To: Tom Earle
From: Wyatt Ploetz
Date: November 6, 2019
Re: Pay Request #3 for Payne & Dolan, Inc.
2019 Street Improvement Program

A review of the Request for **Payment No. 3** from **Payne & Dolan, Inc.** for the **2019 Street Improvement Program** contract has been completed. This pay request includes all work completed and measured to date.

Payment in the amount of **\$16,989.36** for this payment request has been recommended for approval by the Construction Manager on site.

Please note that this payment and all subsequent payments will not hold any additional retainage apart from what is already being held.

The Contractor's documents are enclosed for the City's approval.

Payment amounts are broken up as follows:

2019 Street Improvement Program:

	<u>New Invoice Amount</u>	<u>Previously Invoiced</u>	<u>Total</u>
Invoiced	\$ 16,989.36	\$ 657,789.88	\$ 674,779.24
Retainage	(\$ 0.00)	(\$ 32,889.49)	(\$ 32,889.49)
Total Approved for Payment	\$ 16,989.36	\$ 624,900.39	\$ 641,889.75

Contract Base Bid: \$684,528.66

Please feel free to contact me if you have any questions.

Please send Payment to:

Payne & Dolan, Inc.
P.O. Box 781
Waukesha, WI 53187-0781











ANSI C Landscape

WALWORTH COUNTY, WISCONSIN

0 55 110 220 330 440 550 Feet
1 inch = 188 feet

Geodetic North
Grid North

Author:
Map Produced on: 12/2/2019
Wisconsin State Plane Coordinate System, South Zone
Horizontal Datum: NAD27

**Walworth County Information Technology Department
Land Information Division**
1800 County Trunk NN
Elkhorn, Wisconsin 53121-1001

DISCLAIMER: THE INFORMATION PROVIDED ON THIS MAP HAS BEEN PRODUCED AND PROCESSED FROM SOURCES BELIEVED TO BE RELIABLE. NO WARRANTY, EXPRESSED OR IMPLIED, IS MADE REGARDING ACCURACY, ADEQUACY, COMPLETENESS, LEGALITY, RELIABILITY OR USEFULNESS OF THIS INFORMATION. THE INFORMATION CONTAINED HEREIN WILL NOT BE ACCEPTED AS AN OFFICIAL DOCUMENT.





Date	Journal	Reference Number	Payee or Description	Account Number	Debit Amount	Credit Amount	Balance
			12/31/2015 (14/15) Balance	34-30-00-12080			.00
02/23/2016	TB	2109	METER MAP-SIGNAGE A+ GRAPHICS & PRI AP-022316D		28.20		
			02/29/2016 (02/16) Period Totals and Balance		28.20 *	.00 *	28.20
03/15/2016	TB	2745	JAN ENG KAPUR & ASSOCIATES, 62308 869 AP-031516B		1,152.00		
			03/31/2016 (03/16) Period Totals and Balance		1,152.00 *	.00 *	1,180.20
04/12/2016	TB	2936	FEB ENG KAPUR & ASSOCIATES, 62493 872 AP-041216B		10,346.50		
			04/30/2016 (04/16) Period Totals and Balance		10,346.50 *	.00 *	11,526.70
05/11/2016	TB	3474	LN-SIGNAGE BID NOTICE LAKE GENEVA RE AP-051116		157.63		
05/11/2016	TB	3475	LN-INSTALL SIGNAGE BID NOTICE LAKE GE		157.63		
05/11/2016	TB	3476	MAR ENG KAPUR & ASSOCIATES, 62675 874 AP-051116A		10,652.50		
			05/31/2016 (05/16) Period Totals and Balance		10,967.76 *	.00 *	22,494.46
11/20/2016	TB	2100	ALLOCATE ESCROW DEPOSIT GJ-110116		89,235.50		
			11/30/2016 (11/16) Period Totals and Balance		89,235.50 *	.00 *	111,729.96
			12/31/2016 (14/16) Period Totals and Balance		.00 *	.00 *	111,729.96
YTD Encumbrance	.00	YTD Actual	111,729.96 Total	111,729.96 YTD Budget	200,000.00 Unexpended	88,270.04	

Number of Transactions: 7 Number of Accounts: 1

Total FUND: 34:

Number of Transactions: 7 Number of Accounts: 1

Grand Totals:

Debit	Credit	Proof
111,729.96	.00	111,729.96
111,729.96	.00	111,729.96



KAPUR & ASSOCIATES, INC.
 CONSULTING ENGINEERS
 1224 S. PINE STREET
 BURLINGTON, WISCONSIN 53105
 Phone: 262.767.2747 Fax: 262.767.2750
 www.kapurengineers.com

PROJECT:
 Wayfinding Signage Project
 LOCATION:
 CITY OF LAKE GENEVA



RELEASE:
 BID PLANS

REVISIONS:

#	DATE	DESCRIPTION



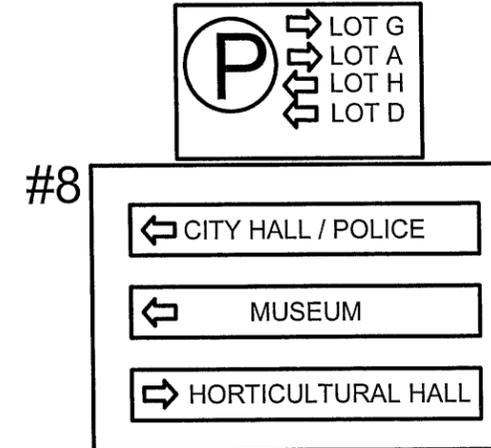
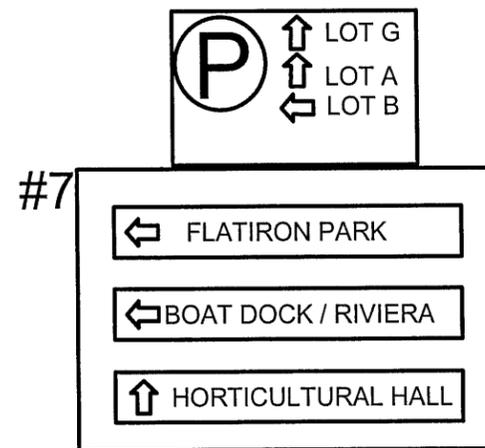
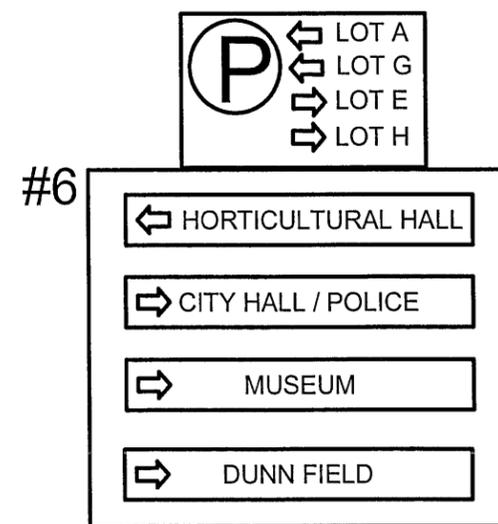
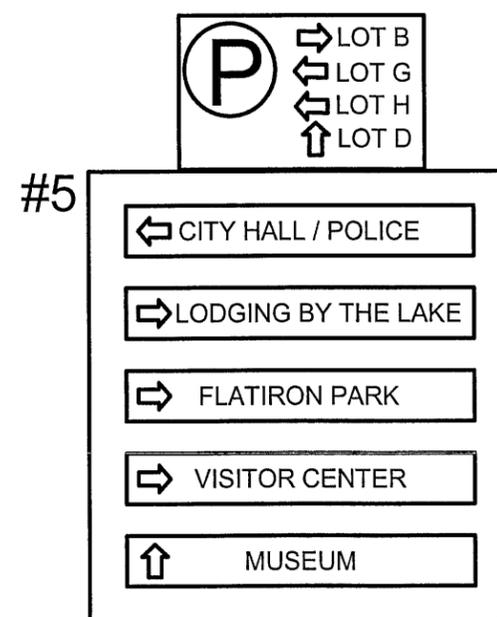
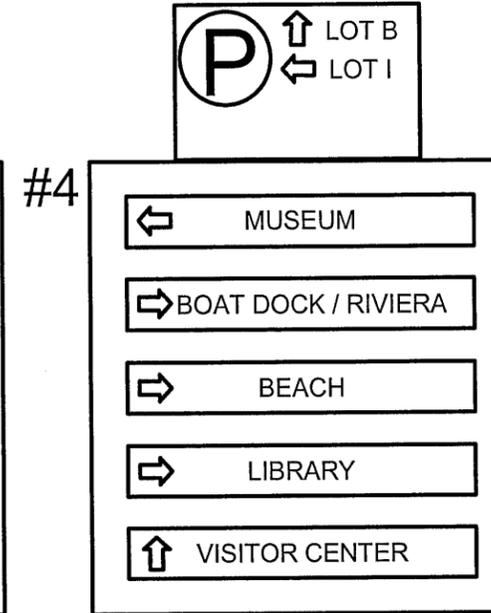
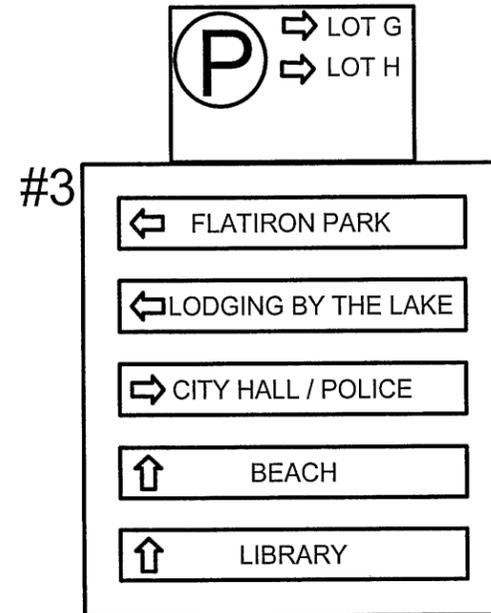
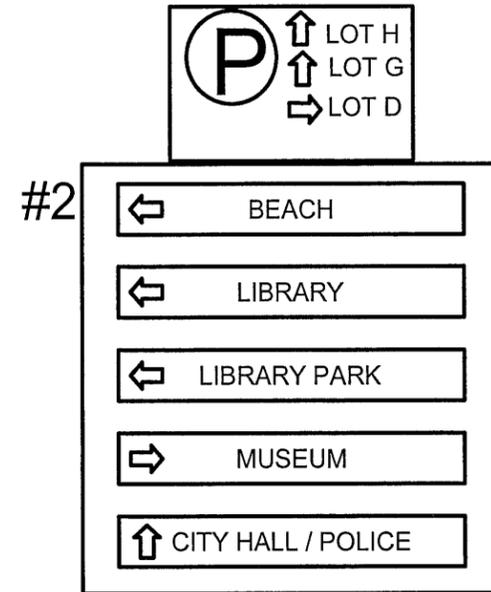
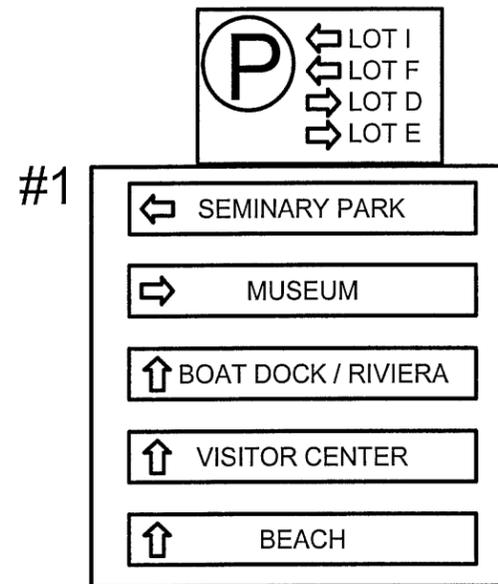
SCALE:



we listen, we innovate, we turn your vision into reality

SHEET:
 Wayfinding & Parking Signage Layouts
 PROJECT MANAGER: GLG
 PROJECT NUMBER: 180118
 DATE: 3/21/18

SHEET NUMBER:
S2



****FOR DIRECTIONAL MESSAGE ONLY****
 SEE SIGN DETAIL FOR ACTUAL SIGN SIZE AND DETAILED DIMENSIONS



KAPUR & ASSOCIATES, INC.
 CONSULTING ENGINEERS
 1224 S. PINE STREET
 BURLINGTON, WISCONSIN 53105
 Phone: 262.767.2747 Fax: 262.767.2750
 www.kapurengineers.com

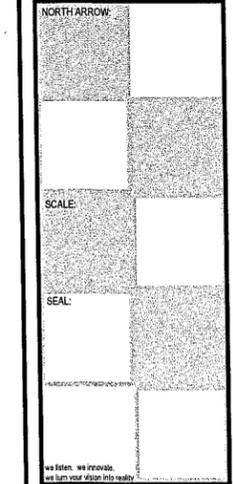
PROJECT:
 Wayfinding Signage Project
 LOCATION:
 CITY OF LAKE GENEVA



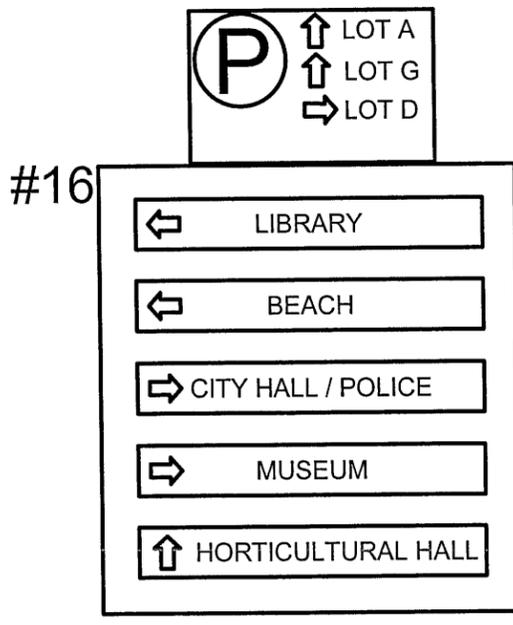
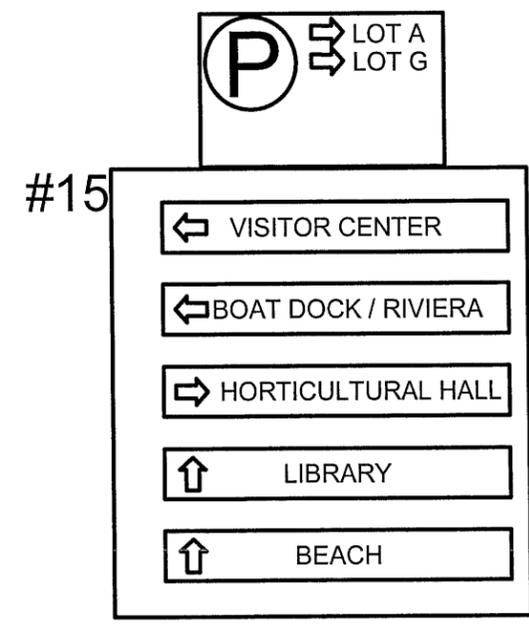
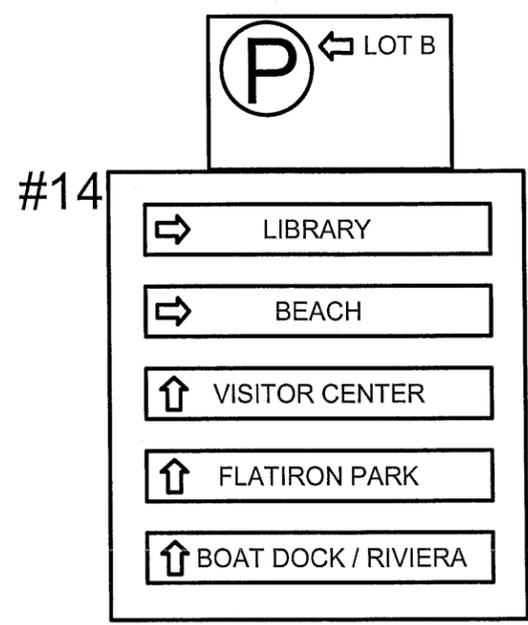
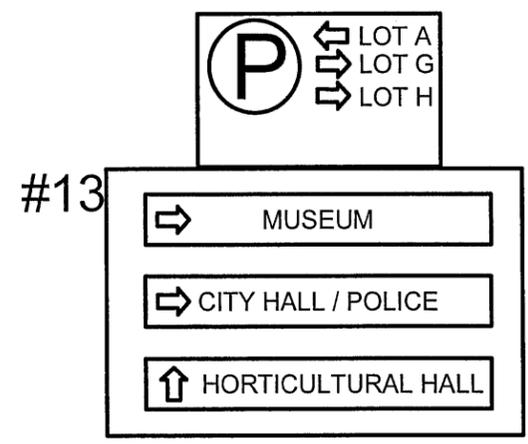
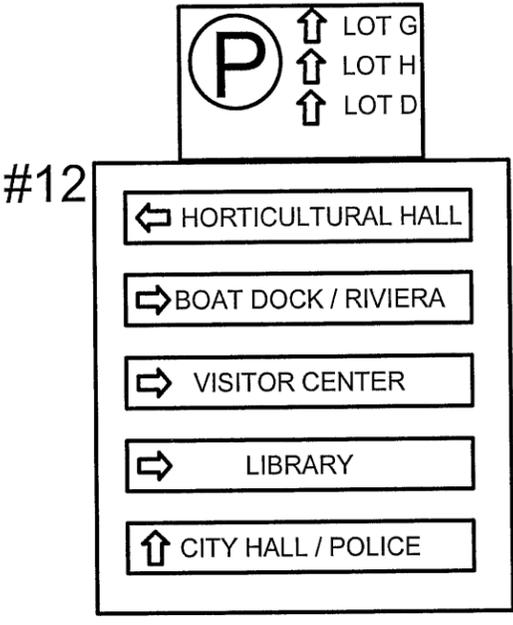
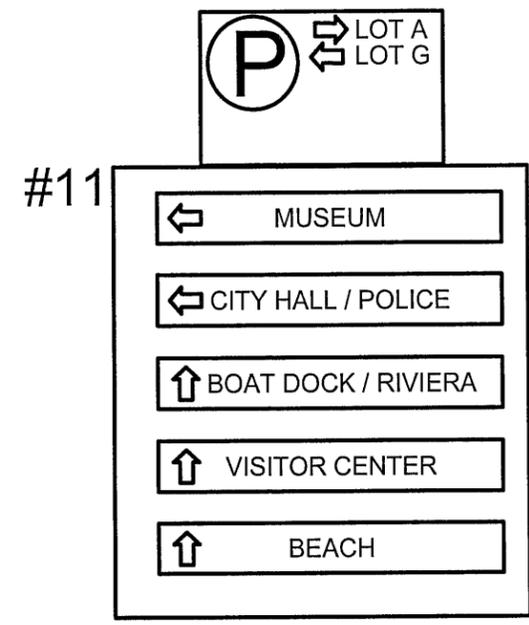
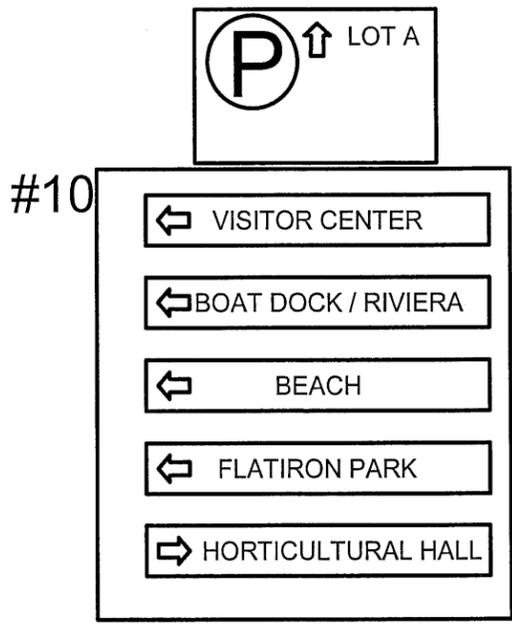
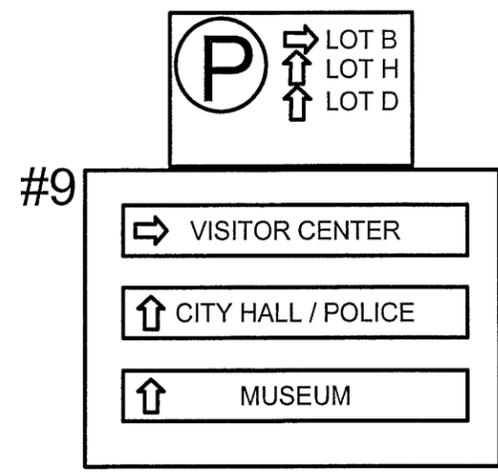
RELEASE:
 BID PLANS

REVISIONS:

#	DATE	DESCRIPTION



SHEET:
 Wayfinding & Parking Signage Layouts
 PROJECT MANAGER: GLG
 PROJECT NUMBER: 160116
 DATE: 3/1/16
 SHEET NUMBER:
S3



****FOR DIRECTIONAL MESSAGE ONLY****
 SEE SIGN DETAIL FOR ACTUAL SIGN SIZE AND DETAILED DIMENSIONS

