City of Hollywood, FL

Parking Citation and Permit Database System

Solicitation Number RFP-4532-16-JE

Submitted by:

Jody Backes

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October 6, 2016

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Letter of Transmittal

Janice English, Jenny Castano and Paul Bassar

City Hall/Procurement Services Division

2600 Hollywood Boulevard, Room 303

Hollywood, Florida 33020

Dear Ms. English, Ms. Castano and Mr. Bassar;

T2 Systems is honored to respond to the City of Hollywood, Florida's RFP for **Parking Citation and Permit Database System**. We have summarized our proposal in our executive summary, City requested Project understanding, proposed approach, and methodology.

T2's solution is designed to :

- Meet the business needs of the City with best practices in citation, residential parking permits, pay by plate multi-space parking meters, pay by cell.
- Demonstrate an economically viable partnership that aides the City in collecting outstanding debt.
- Demonstrate our experience and reliability , especially as it relates to program   management, customer acceptance and performance.
- Seamlessly integrate with existing parking management software (T2 Flex, Pay by Space Multi-Space Parking Meters and Pay by Cell.)

Proposal submitted by:

T2 Systems Inc.

8900 Keystone Crossing, Suite 700, Indianapolis, Indiana 46240

Representative:

Jody Backes | Account Manager Southeast

JBackes@t2systems.com | 800.434.1502 x7484 | 317.524.5501 (fax)

Signature of authorized officer of the firm:

Tim Maginn | Executive Vice President, Sales

TMaginn@t2systems.com | 800.434.1502 x3626 | 317.524.5501 (fax)

If you have any questions, please feel free to contact me directly at 317.524.3626.

Sincerely,

Tim Maginn

Executive Vice President, Sales

Profile of Proposer

A. T2 Systems, Inc. is located in Canada and the United States.
B. We will service the City of Hollywood out of our Indianapolis, IN office.
C. Please see description below.
D. Please see our "References Questionnaire" section of this proposal.
E. We have NOT been involved in litigation within the last five years and there is NOT any pending litigation arising out of our performance.

Summary of Proposer's Qualifications

A. Implementation team will be provided at the time of award based on resource availability, including a dedicated project manger. Sample project team listed below.

Key Staff

- Christy Boggs – Manager, Call Center & Collections
- Shenyo'A Nubuy – Data Specialist
- Robin Fulk-Project Manager and Business Analyst
- Melinda Johns-Senior Accountant
- Ryan Baker – Manager, Project Management
- Allan Muir – Project Manager
- Maggie Vercoe – VP Customer Relationship Management
- Irena Goloschokin – Chief Strategy Officer / General Manager of CCS
- Jody Backes – Account Manager and primary contact for this RFP

B.The most recent similar projects include the following customers.

- City of Richmond, CA
- City of Davis, CA
- San Diego State University
- Robin Fulk has over 7 experience implementing Flex citation processing and collections. She will be the lead on the project and conducting the majority of the work for the implementation. Robin attended Purdue University holding a Bachelors of Arts degree.
- Shenyo'a Nubuya has worked for T2 for over a year as the Citation Collection Services Data Analyst. She will assist Robin implementing the CCS products. Shenyo'a is a recent graduate from Charleston Southern University holding a degree in computer and information science.
- Christy Boggs has over 20 years experience working in Collection and Customer Service Management. She will oversee the project and be available for all questions regarding implementation and current processes after implementation. Christy attended the University of Kentucky for Business Management & Finance.
- Melinda Johns has over 30 years experience in Accounting and Finance. During the project she will be available for the set-up of IVR, credit card processing, and answering questions in reference to financial functions and reconciliations.

C.The team described in (B) will work together and hold weekly calls with the City of Hollywood to discuss progress on the project. There will be an initial kick off call this allows the project manager to verify all aspects for the project. The total estimated time for implementation is 80 hours.

D.The T2 team will need at least one member of the municipal staff to be available on a weekly basis for 30 minutes to discuss the progress of the project. The involvement needed from the municipal staff is very low, the T2 team handles the work.

Project Understanding, Proposed Approach, and Methodology

Executive Summary

T2 Systems is excited to present The City of Hollywood a true cloud-based program with full access to citation data that maintains total access and control of the complete application. T2s Flex is a proven system allows The City of Hollywood to focus on what is important to your operation while T2 provides a secure environment for the citation data and a dependable and reliable service for the public.

T2 is committed to adopting and developing new technologies that enable or our scope of services to continuously grow and we will work with you to ensure you are able to adapt to the changing demands of your operation. Our current roadmap for development is already established for the next 18 months and includes improved business intelligence tools enabling you to better track operational metrics and benchmarking so you can evaluate yourself by comparing to other similar institutions.

Customers have trusted T2 to provide exceptional parking solutions and customer service for 22 years. We now service over 1,000 parking operations across North America, including: The City of Gainesville, FL, The University of Miami and The City of Tampa, Florida. T2 looks forward to the opportunity to provide our most innovative products and services to The City and provide an efficient and flexible solution for today as well as tomorrow's growth. Our proposal will provide a description of our parking management solution and address your goals of transitioning to a complete parking citation issuance and collections processing program that supports the use of Pay by Plate multi space meters and the sale of residential parking permits. T2 Systems can also provide the following based on the City's objectives: Pay by Cell and LPR technology.

T2 Systems will enable The City of Hollywood to achieve a comprehensive and unified parking solution. One that is reliable, effective, flexible, sustainable, and cost-effective. An operation that has the ability to exceed customer expectations and adapt to the changing demands of the future.

T2 Flex Highlights

- Experienced customer-service personnel
- Availability of real-time information
- Complete access to your data, including correspondence.
- Ability to issue citations through a mobile enforcement app for mobile platforms
- Real time Payment that is PCS DSS Level 1 Compliant
- Custom website for credit card payments and appeals.
- Daily payment processing for mail-in payments
- Delinquent notices and custom letters are mailed daily
- Support to insert handwritten citations
- IVR allows for customers to pay for parking citations via phone
- Access real time scofflaw reports via T2's enforcement app

T2 Flex – One Unified Platform

Your daily challenge is all about making parking easy for your customers, attaining ROI goals and maximizing revenue. T2 Flex™ (Flex) is a single cloud-based solution that offers the ability to coordinate all aspects of the parking office from a single portal. It's tailor-made to allow for centralized control, management, reporting and operation of all sub-systems, streamlining all operational tasks associated with your parking operation. By consolidating all the relevant parking control scenarios under one master system, the City of Hollywood will realize an entirely new level of control and data collection.
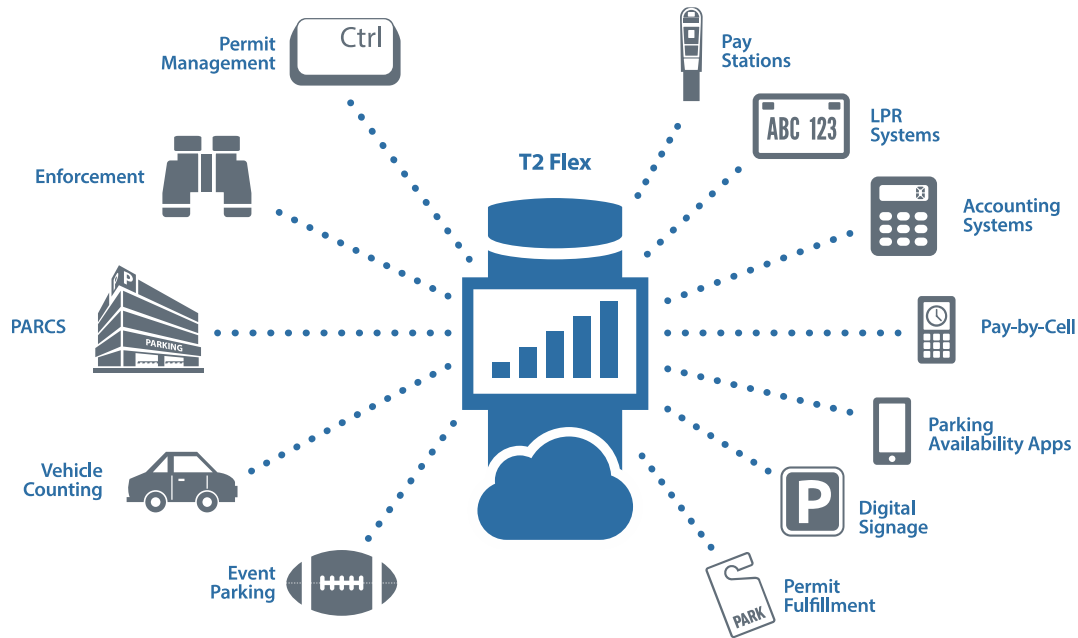
Total parking solutions:

- **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.
- **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.

T2 Flex Permit and Enforcement

T2's permit management and enforcement solution gives you complete control of who is parking in your facilities, and when and where they can park. You can set up, issue, 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.

We simplify your permit distribution by giving you the option of selling your permits online and even allowing for third-party fulfillment, thus eliminating those long lines during permit season. And any unique identifier can be used as a virtual permit in our system if you choose not to provide physical permits.

With T2's enforcement solution you can manage your enforcement process from start to finish. T2 Flex is the epicenter of information from meters, LPR, and mobile payment systems—all hosted in our best-in-class private cloud. We take care of technology, while you take care of business. You'll see everything, and real-time information is in your enforcement officers' hands, increasing citation accuracy and percentage of violations enforced.

When your customers can pay right away online, by phone, via mail, or in the office, you improve citation revenue, and even getting a ticket becomes a "non-event."

Core Features

The following features are core to the T2 Flex Permit and Enforcement Solution.

CUSTOMER MANAGER - View activity associated with individuals and groups that park or are responsible for parking. Track contact information related to an entity including addresses, phone numbers, and emails.

PERMITS MANAGER - Manage both audit control permits, like hangtags or decals, and access control credentials such as access cards; manage waitlists for each. Easily link them to vehicles or properties and limit the number of permits associated to either, based on your business rules. Automate permit fulfillment with PermitDirect™.

VEHICLES MANAGER - Track cars, trucks or other objects that park; distinguish between drivers and registered owners, as well as prioritize drivers. Custom notification alerts enforcement officers of special considerations. Use RoVR to look up registered owner information for unidentified vehicles.

LETTER MANAGER - Create letters and other notifications. Specify print formats or email. T2 will help set up two standard letters.

EMAIL MANAGEMENT - Easily send text-based group emails to a list of recipients that you can either manually create or automatically generate.

REPORTS MANAGER - T2 Flex offers several reporting options. Each option allows for varying levels of flexibility in developing the report.

The options below are listed in order from basic to advanced reporting:

- A Search feature allows information to be located by searching on key fields.
- Finder tool allows writing mini queries with defined outputs and can be exported as a delimited text file.
- Crystal Reports is offered as an ad-hoc reporting tool for use with T2 Flex. A named user license for developing reports is included with the Flex subscription. Once Crystal Reports are loaded in T2 Flex (for reports and letters), **users do not need the Crystal Reports software to run the reports or generate letters**. T2 Flex comes standard with over 90 different reports.

The City of Hollywood is welcome to modify any existing reports or create new ones as needed, please note that Crystal Report training is *provided* during the implementation process. As a Customer you will also have access to an online library with an additional 200+ reports written by T2 staff members to provide other reporting options to our customers.

QUERY MANAGER - Define detailed queries to gather the data you need. Query Manager allows for more complex query building, data export, and batch updates. You can integrate queries with scheduled tasks to update your data or export it to other systems. Queries can be exported into standard fixed ASCII and delimited text files.

DASHBOARDS - Monitor key performance indicators and gain deeper insight into your operation with real-time parking information and data analysis tools. The T2 Dashboard Management feature allows you to create and edit graphical widgets that focus on your operation's needs. These dashboards are optimized for cross-platform, meaning you can view the same information on your smart phone or tablet just as you can on your office computer. To help your operation hit the ground running, T2 supports a User Community on the T2 Hub that allows you to share and download widgets and report formats used by other organizations. This quick and easy-to-use data analysis tool lets you spend more time focusing on driving performance, not measuring it.

*Images may not reflect quoted features.

You can even drill down from enterprise level data to view specifics on operational metrics simply by clicking on data points or highlighting the specific portion of a widget. The dashboard will zoom in and adjust automatically.

*Images may not reflect quoted features.

TASK SCHEDULER - Execute your own or use pre-defined tasks, including your unique reports. Built-in tasks include escalating fines, generating letters and vehicle notifications.

USER ROLE MANAGEMENT - Set up and maintain user privileges by job role, rather than by individual user. This makes it easier to set up new employees and audit existing ones. As job roles change, user privileges can be changed all at once for everyone with that role. Since user privileges go with the role rather than the employee, when employees change jobs their rights can be efficiently maintained.

Permit Components

PERMITS MANAGER - Manage both audit control permits, like hangtags or decals, and access control credentials such as access cards; manage waitlists for each. Easily link them to vehicles or properties and limit the number of permits associated to either, based on your business rules. Automate permit fulfillment with PermitDirect™.

Enforcement Components

CITATIONS MANAGER - T2 Flex's Citation Management module allows for the issuance and processing of citations. Citations can be issued by paper, handheld device, or eTicketbook (laptop application). Handheld ticket writers can issue citations, reducing data entry time and data entry inconsistencies. Citation processing can include locating and/or recording vehicle owner information, printing/emailing overdue notices; with better communication to your customers you will see more delinquent citation revenue. Our Citation Management module also allows for exporting citation data to a collection agency and recording payments.

T2 Flex Citation Management has built in Scofflaw, repeat offender, workflows. T2 Flex allows you to configure the database based off of your business processes. T2 Flex has the ability to send out scofflaw notification letters, by sending out these letters you are giving customers a notification and the chance to pay outstanding debt before their car is booted or impounded. With the T2 Flex Citation Management module you have the ability to mark vehicles and or permit holders as VIPs. VIP and scofflaw data is sent in real time to the handheld ticket writers allowing for better communication with your field officers and in-office staff.

APPEALS MANAGER - Manage hearings and appeals, relate adjudications to citations, schedule hearings, create dockets, and send notices.

BOOT/TOW MANAGER - Support and manage the boot/tow process. Boots and tows can have an adjudication associated.

Add-On Solutions

ENFORCEMENT SOFTWARE OR ENFORCEMENT APP – T2's enforcement solution manages your enforcement process from start to finish. T2 Flex is the epicenter of information from meters, LPR, and mobile payment systems—all hosted in our best-in-class private cloud. We take care of technology, while you take care of business. You'll see everything, and real-time information is in your enforcement officers' hands, increasing citation accuracy and percentage of violations enforced.

T2 Systems will provide The City of Hollywood with the best ticket writing options, including real-time communication and image capture in the field. Choose from a variety of models that allow you to write citations and warnings, download scofflaw lists and permits, issue permits and accept payment for events, and give field officers the information they need—when they need it.

Utilizing a consumer grade smartphone or tablet with real time data communication via cellular service, Parking Enforcement Officers can chalk tires by tracking valve location, issue citations with photos, quickly lookup up permits, and integrates in real time with Flex. These features all increase revenue by improving the accuracy of citations while decreasing the number disputed fines. This application enables your operation to issue parking citations with a significantly smaller hardware investment than typical handheld enforcement solutions or by using smart phones or tablets already owned by your operation.

The new look and feel of the Enforcement App makes it easy to learn and is perfect for staff that only occasionally write citations or as a way to supplement your existing rugged handhelds.
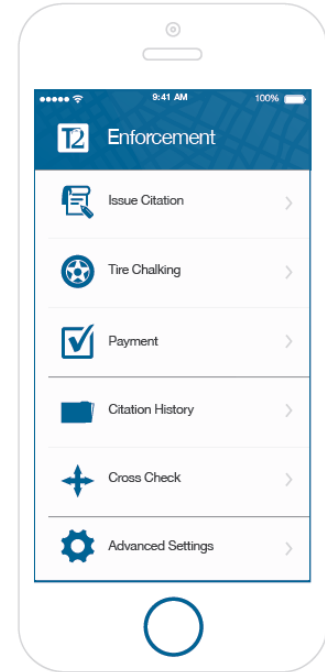
CITATION COLLECTION SERVICES (CS) - Collect more citation debt and realize new revenue. We understand that your rules and processes regarding collections are your own. That's why CS offers you the ability to tailor the level of our services to fit your organizations unique needs **with no upfront cost.** Four levels of service are available: Letter Services, Letter and Payment Processing, Citation Processing, and Collections. T2 maintains a staff of industry experts whose only focus is decreasing your operations unrealized citation revenue.

> *After working with T2's CS, the City of Norfolk, VA increased citation collection by 52% even while their number of citations decreased by 25%*

CASHIER STATION SOFTWARE - Automatically compute parking fees and amount tendered; accept cash, credit cards, and debit cards. Process exception transactions such as lost tickets, insufficient funds, disputed fees, unreadable ticket, manually issued tickets, manual credit cards, disabled permits, and split transactions.

ETICKETBOOK - Eliminate the hassle associated with paper ticket books with this cost-effective supplement for organizations that do not have handheld devices for all enforcement staff. Enforcement officers can issue citations directly from their in-vehicle computers and then upload to Flex. Officers simply fill in all citation details into the eTicketBook software and then print from a USB printer in the vehicle.

If your operation utilizes Genetec's AutoVU Licence Plate Recognition (LPR) system the benefits are even greater, because both Flex's permit data and eTicketBook are seamlessly integrated. When the LPR camera detects an infraction the officer simply presses a single button and the licence plate information is automatically populated in eTicketBook ready to be printed. If the camera captures a repeat offender, all previously entered information will be auto-populated.

With T2 it's easy to reconcile revenue and analyze your data after the event. Our dashboards provide a complete overview on transactions and allows you to easily drill down to specifics, for example, revenue or transactions by cashier or payment by method.

PERMITDIRECT - Customers purchase permits online, WW&L takes care of fulfilling permit requests, reducing your on-site permit inventory. Free your staff from folding paper and stuffing envelopes and focus their energy on more important tasks. In addition, you can offset all or part of your permit program expenses by adding a shipping and handling fee to the permit price.

RETRIEVAL OF VEHICLE REGISTRATION (RoVR) – Collect more, faster. Catch out-of-state scofflaw offenders with this internet based service that allows you to quickly locate the individuals responsible for unpaid parking tickets without having to generate, print and mail reports, or manually enter registered owner information back into your database. The cloud-based solution automatically adds and updates customer records, addresses, and vehicle records.

FlexPort

When you implement T2's FlexPort online Solutions, your customers and operation benefits from improved efficiencies, enhanced customer convenience and service options. Using our base modules as the foundation, we will build e-commerce websites that fully supports your operation's business rules and objectives as well as your website design. Your customers will be able to pay parking citations, submit an appeal, and update personal account information via our online solutions.

The hosting services for the T2 Flex solutions will allow you to focus on parking operations, not technology management and administration. Your information technology operation can focus on other projects instead of spending time and resources on system set-up and ongoing maintenance. You'll also reduce the total cost of ownership in that you will not need to invest in additional hardware or budget for ongoing maintenance and future technology requirements.

Standard FlexPort Features

The following components work together in concert, residing within a reliable networked environment:

Enforcement Solution

ONLINE CITATION PAYMENTS - Your customers can log into your parking site and pay their citation online. Avoid long lines at your parking office and put more citation dollars in your pocket.

ONLINE CITATION APPEALS – Your customers can appeal their citation online. Customers must authenticate before submitting their appeal, and have the option of including a photo to provide evidence.

HANDHELD GPS TRACKING - Track the location of handheld users in the field and display in a dynamically generated map on a webpage.

Permit Solution

ONLINE WAITLISTS - Allow your customers to go online and reserve a spot in line for a permit purchase.

PERMIT REQUESTS - Allow for certain visitors to submit permit requests to the parking office online. The parking office can then approve the request and send a link which allows them to purchase a single permit, valid for a single day.

Accounts Solution

PARKING ACCOUNT MANAGEMENT - Allow your customers to update and maintain their personal and Parking information online as well as access FlexPort solutions that require authentication.

ONLINE INVOICE MANAGEMENT - Provide third party invoicing online independent of other solutions. Any customer tied to third parties for billing purposes can be given access to an invoices page to view and pay their invoices online.

TOWING PARTNER PORTAL - Parking offices often partner with a towing company and will send the towing company reports or notifications when cited vehicles need to be towed. The Towing Partner Portal automates this process by enabling a specified user (e.g. towing companies) to access an online list of towable citations and view the vehicle, citation, and location information for each citation.

Other FlexPort Solutions

EXTERNAL PERMIT MANAGEMENT - Allow your parking office to grant external groups (i.e., departments or businesses) access to designate permits within a specific facility to their group. They can then manage parkers for those permits, and view additional activity related to these permits.

ONLINE EVENT PERMIT SALES - Allow parking customers to purchase event parking before an event. Parking customers can purchase a one-time printable permit, or they can add value to an existing permit.

DOCUMENTATION UPLOAD - Customers can provide the parking office with documentation for permit approval online.

FLEXVAL™ - Enable parking operations to extend both paperless and printable validations to external organizations such as local businesses and merchants.

ONLINE EVENT PERMIT SALES - Allow parking customers to purchase event parking before an event. Parking customers can purchase a one-time printable permit, or they can add value to an existing permit.

ONLINE EVENT REQUESTS - Allow users to submit event requests to your parking office. A partial event record will be created, and you can approve or reject the request.

Citation Services

T2 Systems is excited to present the [Full Name] with T2's Citation Collection Services (CS). A full-service collection agency with a heart. We are proud to serve as the professional face of your organization, and our team of collections professionals is committed to the highest level of customer service and to growing your citation revenue. Many of our customers see collection rates that are double the industry standard.

We understand that your rules and processes regarding collections are your own. That's why CS offers you the ability to tailor the level of our services to fit your organization's unique needs and with no upfront costs. From letter services to collecting delinquent citations - you decide what's necessary and we deliver a turnkey solution that works for you.

With CS, data is equally accessible to all. Your system operates within T2 Flex and your data is hosted in our private cloud. Our staff will work in the same application as yours allowing for a seamless interaction.

T2 is committed to adopting and developing new technologies that enable or our scope of services to continuously grow and we will work with you to ensure you are able to adapt to the changing demands of your operation. Our current roadmap for development is already established for the next 18 months and includes improved business intelligence tools enabling you to better track operational metrics and benchmarking so you can evaluate yourself by comparing to other similar institutions.

Customers have trusted T2 to provide exceptional parking solutions and customer service for 21 years. We now service over 1,000 parking operations across North America.

T2's ability to provide excellent software and processing services has allowed us to provide Organizations to achieve the perfect balance of processing while maintaining high revenue expectations and properly utilizing [Customer Type] staff. T2 will assist with assigning responsibilities to both T2 and the [Full Name] that will prove to be a cost-saving, staff saving and allow the [Customer Type] to maintain complete control of their program and revenues. T2 Systems is proud of the excellent citation processing services we have provided to our clients for the last 20 years.

CS HIGHLIGHTS

- No upfront or out of pocket costs – we don't get paid until you do

- We protect your brand with our soft collection methods – striking a balance between collections and customer service

- No debt is too small

- Our active approach to collections have a proven record of increasing compliance

- CS is a member of the Association of Credit and Collection Professionals (ACA)

- CS is part of T2's Unified Platform

- Options for Delinquent notices and custom letters are mailed daily

- Support to insert handwritten citations

- Options for IVR allowing customers to pay for parking citations via phone

- Access real time scofflaw reports via T2's enforcement app

Overview of Debt Recovery and Collections

CITATION COLLECTION SERVICES (CS) DELINQUENT COLLECTIONS

T2 will provide collection activities through its wholly-owned subsidiary, Citation Collection Services, LLC ("CS"). References to "escalate" imply the citations that have been identified to be turned over to CS for collection.

CS will perform outbound collection procedures on individual debts including:

- Third party, FDCPA (Fair Debt Collection Practices Act) compliant letter services and outbound/inbound collection call center services
- State licensed
- Experienced trained staff
- Non-confrontational and professional approach that reflects positively on your organization
- Skip Tracing – access to a database with personal information
- Real-time bankruptcy information to ensure that no FDCPA violation is committed when pursuing an individual who has petitioned for bankruptcy, verify the legitimacy of the bankruptcy status and improve collection efficiency and results
- T2/CS will establish a routine query to export the citation data and escalated to CS for collection efforts to begin.

MANAGE PARKING, NOT COLLECTIONS
- Labor Saving to better utilize your staff
- Increased revenue and improved audit trail
- A systematic approach to processing and collections
- CS Licensing and Certificate of Authority

BENEFITS OF T2 CS
- Outsource what you want, keep what you want
- Outsource is the direction of you
- T2s best-in -class business processing and re-engineering team and parking Expertise
- Software, system and service components that work together based on your unique requirements
- ***Vendors relations in the Parking World is critical to outsourcing success***

All work is performed from T2's headquarters, in Indianapolis, Indiana. T2 currently employs all our own collection department staff and is accountable for employee background inquiries, training, and customer service skills of every collection staff member. Both T2 staff and CS staff use T2 Flex unified parking management system integrated with Artiva – a leading collections industry software.

T2 offers technology-based processing and collections utilizing a unified system approach that makes data equally accessible to the parking operation staff and vendor staff.

As a T2 Flex client, we will provide the ability to easily export and integrate with the T2 Flex Parking Management system and the T2 Flex Enforcement Software.

T2's Citation Collection Team

Citation Collections Team

T2 has specific team dedicated to the success of your parking operation. There are 8 key members of the citation collections staff in addition to our support staff that work with the public on a daily basis. These critical staff members range from collections operations such as collection strategy, skip tracing, customer services calls, outbound phone calls, data entry, and analyzing data.

Key Team Members:

IRENA GOLOSCHOKIN | CHIEF STRATEGY OFFICER AND GENERAL MANAGER, CS: Irena has been with T2 since 2001, and helps guide the company's strategic direction. She works hard to ensure our customers have everything they need to make parking a non-event for their patrons, while making the best use of available parking spaces and supporting their organizations' larger goals. Irena guides overall corporate strategy, market direction, and strategic partnerships. Additionally, she serves as the General Manager for our Citation Collection Services (CS) division.

CHRISTY BOGGS MANAGER, CALL CENTER AND COLLECTIONS: Christy manages the team responsible for all services provided by our processing department. This includes everything from incoming phone calls, mail, patron satisfaction, collection services, FTB program, credit liens, and any other processing components as part of this project.

JODY BACKES, ACCOUNT MANAGER: Jody is the Account Manager for the Southeast and joined T2 back in 2007. Jody is responsible for the success of T2 customers and building a long standing partnership. She is the main point-of-contact once the first T2 project is complete. She regularly talks to customers and makes site visits to better understand their operation and make sure they are informed about T2 solutions that can help them. She answers questions about products, services, pricing, billing, POs, training and Connect Conference. Jody holds a BS in Finance from the University of Wisconsin-Madison.

SOFT COLLECTION TECHNIQUES

Once we have made contact with the debtor, we first follow the Fair Debt Collection Practices Act, including when we can and can't call a debtor. We make sure they understand the status of the account and the payment amount due.

Keep in mind with a 'gentler' approach, it should be considered that a debt may take longer to collect and with the investment on the side of T2, we recommend the account be in process for collections for a period not less than one year.

We understand that everything we do represents the City of Hollywood; how we talk, collect money, send out collection notices and handle tough situations. Our experienced staff can be described as friendly, but firm, customer service oriented, descriptive, and informative.

TECHNOLOGY AND SOFTWARE

Through Flex and Artiva, T2 has created an extremely specific processing and collections solution that comply with local and state statutes - good for FDCPA compliance and to deal with an occasional disgruntled debtor and the understanding of a parking ticket and the rules that govern the process.

Artiva provides a high degree of debt inventory accuracy and more manageable reporting and enables easy custom workflow management.

T2 is an advocate in allowing an organization full access to their data. The City of Hollywood will have complete access to T2 Flex and have the abilities to review and edit.

Artiva/CS Features include:

- Processing Flow through the system based on your own business rules
- Generate reports and search for information using built-in management tools
- Customize sophisticated file processing (import/export) tools and features
- Financial management and historical transaction auditing
- Fully fused dialer capabilities

Artiva/CS Benefits include:

- Ensure accounts are worked to your standards
- Fully-managed and secure IT infrastructure
- The high rate of collections for the [Customer Type] all within our Flex environment.

PRIVACY OF DEBTORS (FDCPA, DPPA AND FERPA)

T2 follows all applicable state and federal laws that govern collection agencies and collection practices. During the transition period for new clients, T2 will work to discover any additional laws pertaining to each client. We are hands-on, informed and aware of the importance of privacy surrounding good debt collection practices in our industry. We follow the highest rules and regulations for privacy with many federal regulations that are required of a certified collection agency.

The Fair Debt Collection Practices Act (FDCPA), which is a consumer protection amendment, establishing legal protection from abusive debt collection practices, to the Consumer Credit Protection Act. The statute's stated purposes are to eliminate abusive practices in the collection of consumer debts and promote fair debt collection.

DPPA, In general, we will not knowingly disclose or make available to any person or entity personal information about any individual where information obtained by a state department of motor vehicle records.

The Family Educational Rights and Privacy Act (FERPA) is followed to protect the privacy of student education records.

DATA ENTRY FROM MANUAL CITATIONS

T2's CCS staff will enter manually issued parking citations, and these will be entered within forty-eight (48) business hours of receipt. We will scan and link a copy of the manually issued citation is scanned and linked to the citation record. T2 will ensure parking citation data is transmitted to our solution. The City will have access to edit citations.T2 will notify the City of any issues regarding citation data entry.

REGISTERED VEHICLE OWNER CORRESPONDENCE

CCS takes on the responsibility of sending correspondence to customers, thus providing the City the ability to focus on other important items. T2 is responsible for generating, printing and mailing delinquent parking violation notices. This includes postage. Delinquent notices, and Partial Payment Second Notices are mailed within the timeframe set by the City.

The Delinquent Notice will meet the requirement set forth in CVC 40207. Notices are printed on laser printer. The number of days from issuance to notice is a task that is established between the City and T2 upon implementation. The average time is 21 days from the citation issuance, but may be set to meet custom requirements or needs.

Notices are generated for the City on a daily basis. A PDF copy will be made available to the City to reprint and provide to the pubic if needed. This is not a 'recreation' copy of the notice, but the actual PDF sent to the public as mailed. Any letters returned will be tracked in T2 Flex where the City can access this information.

All letters will be designed and configured during implementation. The City will determine what information will be provided on the various letters. Various items on the notices can include: Amount Due, Fees, Original penalty, Amount paid.

INFORMATION RETRIEVAL FROM THE DEPARTMENT OF MOTOR VEHICLES (DMV)

Any effort to pursue delinquent parking ticket debt is contingent upon identifying the owner of the ticketed vehicle. For twenty years, T2 Systems has worked with DMVs across the nation to quickly obtain registered owner name and address information for the operation of parking citation processing programs.

With Flex and CCS, the city will be provided the ability to identify vehicles where license plates are eligible for hold/release, on a daily basis. The hold/release status can be viewed directly from the citation record within Flex. The City can view a dashboard to show daily hold/releases or opt to have a report sent via email.

EXPERIENCE AND CASE STUDIES

CITY OF NORFOLK, VA

Historically Norfolk issued 76,000 tickets annually, collecting an average of $397,000 a year. Due to the introduction of light rail and a number of city-wide infrastructure projects, the number of parking meters was reduced, which resulted in reduction of annual citations to 57,000 by 2009. Even with this decrease in the number of citations Norfolk increased collections to an average of $761,044 a year since engaging CS in December of 2008.

We helped City of Norfolk, VA increase revenue by 52% even while their number of citations decreased by 25%.

CS is able to partner with Norfolk to manage their data, receivables, customers, payments, and collections. CS team and Norfolk staff members work in the same system and have access to the same data in real time. A CS staff member works alongside Norfolk team in Virginia. Together we have streamlined processes to reduce the amount of time spent on manual tasks. CS experience, processes, and relationship with the City of Norfolk increased their collections by 52%.

"The ability for the City of Norfolk to partner with T2 and CS as opposed to "employ" allows us to be more active and involved in all of the processes. T2's commitment to flexibility and bundled services has also boosted productivity in our customer service center. Processes are constantly evolving to manage changing business requirements and customer expectations," said Lisa Copeland, Accountant, Parking Division, City of Norfolk.

GEORGE MASON UNIVERSITY (GMU)

GMU issues 24,000 citations a year and 25,000 permits. Before using CS they received complaints from customers about poor experience with collections, were unable to track payments, run monthly collection reports, and needed to manually update their system with payment information. In late 2008 GMU was looking for an experienced agency that was geared towards customer service and had the ability to streamline their processes and increase collection rate.

CS provided GMU the ability to easily track payments through T2 Flex, and CS staff was responsible for transferring payments between our internal collection software and T2 Flex. Not only did it allow the university to view the payments it also allowed them to run the necessary reports they were previously missing. The integration of information saved the university hours of manual data entry and the burden of depending on a 3rd party to supply reports that they can now access with the touch of a button.

UNIVERSITY OF SOUTH FLORIDA TAMPA (USF)

The university writes 75K to 85K citations annually. Before using CS it took USF days to manually gather all of the information to send to its collection agency. Due to great technology and streamlined processes we are able to transfer the data electronically reducing the amount of time university employees spent gathering information. With the prior collection agency USFT collection rate was less than 20%. Due to industry experience, superior technology and experienced staff CS increased their collection rate from below 20% by the prior provider to 82%, bringing to the university an additional $320,000, a 62% increase in their collection dollars.

COMMUNICATION

The following pages contain examples of the types of reports that you will receive. Client info has been redacted.

ACKNOWLEDGEMENT REPORT – Shows the detail of each account that was assigned to CS for collections for the timeframe allotted. The last page will show the total number of accounts and the total dollar amount. This report is sent to our clients on a weekly basis as new business is added to their portfolio for collections.

Acknowledgement of December 10, 2015

Thank you for listing the following accounts. Our Account Representatives have started working these accounts for you. If the debtor contacts you, please accept only a balance in full payment or refer the debtor to us to achieve collection of the total account. The immediate referral of your uncollectable accounts will guarantee a quicker return on your money.

This list was checked and approved by:_____
ATTN:

Account#	Balance	Name	Your Account Number
1037734	110.00		30125944
1037735	130.00		M3102609
1037736	145.00		M3304459
1037737	110.00		M3304462
1037738	130.00		M3102608
1037739	110.00		M3102612
1037740	95.00		M2800769
1037741	105.00		M2900956
1037742	125.00		M2900963
1037743	105.00		M2900965
1037744	130.00		M3102619
1037745	115.00		M2603086
1037746	110.00		M2603083
1037747	95.00		M2800777
1037748	95.00		M2800773
1037749	95.00		M2800774
1037750	110.00		M3304474
1037751	115.00		M2900975
1037752	115.00		M3002189
1037753	95.00		M2800782
1037754	115.00		M2800786
1037755	115.00		M2900966
1037756	110.00		M2800790
1037757	115.00		M2800787
1037758	115.00		M2900987
1037759	105.00		M2703148
1037760	115.00		M2900984
1037761	130.00		M2703151
1037762	95.00		M2603089
1037763	105.00		M2703153
1037764	115.00		M2900990
1037765	105.00		M2703152

CLIENT ANALYSIS (MONTH BATCH) – Breaks down each month's financial activity

CLIENT ANALYSIS (MTD-YTD-TD) – This report provides a new business & financial breakdown of each month and the totals as of the date the report was ran.

DEBTOR CASH HISTORY REPORT – Detailed report of all payments received for that particular client.

| User: MJJ | | | | | | | | | | 12/04/2015 10:18 am |

Debtor Cash History Report
For Selected Clients from Nov. 1, 2015 until Nov. 30, 2015

Type	Date	Account	Responsible Party	Reference	Client	Client Name		Client Reference		
	Collected	Deposit	Other Income	Refund	Vendor Fee	CCC Fee	Balance	Apply	Due Agency	Due Client	Credit Amount
Client											
DP	11/03/2015	1035189							M8010550		
	$40.00	$0.00	$0.00				COFEE	$10.00	$10.00	$0.00	$0.00
			$0.00				PRN	$30.00	$0.00	$0.00	$0.00
	$40.00	$0.00	$0.00	$0.00	$0.00	$0.00		$40.00	$10.00	$0.00	$0.00
CK	11/03/2015	1011743		214					M1019363		
	$40.00	$40.00	$10.00				COFEE	$10.00	$0.00	$0.00	$0.00
			$0.00				PRN	$30.00	$0.00	$30.00	$0.00
	$40.00	$40.00	$10.00	$0.00	$0.00	$0.00		$40.00	$0.00	$30.00	$0.00
DP	11/03/2015	993883							M7014353		
	$25.00	$0.00	$0.00				COFEE	$10.00	$10.00	$0.00	$0.00
			$0.00				PRN	$15.00	$0.00	$0.00	$0.00
	$25.00	$0.00	$0.00	$0.00	$0.00	$0.00		$25.00	$10.00	$0.00	$0.00
DP	11/03/2015	909052							M2005033		
	$25.00	$0.00	$0.00				COFEE	$10.00	$10.00	$0.00	$0.00
			$0.00				PRN	$15.00	$0.00	$0.00	$0.00
	$25.00	$0.00	$0.00	$0.00	$0.00	$0.00		$25.00	$10.00	$0.00	$0.00
DP	11/03/2015	909115							M1007427		
	$25.00	$0.00	$0.00				COFEE	$10.00	$10.00	$0.00	$0.00
			$0.00				PRN	$15.00	$0.00	$0.00	$0.00
	$25.00	$0.00	$0.00	$0.00	$0.00	$0.00		$25.00	$10.00	$0.00	$0.00
DP	11/03/2015	996648							M7014661		
	$25.00	$0.00	$0.00				COFEE	$10.00	$10.00	$0.00	$0.00
			$0.00				PRN	$15.00	$0.00	$0.00	$0.00
	$25.00	$0.00	$0.00	$0.00	$0.00	$0.00		$25.00	$10.00	$0.00	$0.00
DP	11/03/2015	1036421							M4015044		
	$40.00	$0.00	$0.00				COFEE	$10.00	$10.00	$0.00	$0.00
			$0.00				PRN	$30.00	$0.00	$0.00	$0.00
	$40.00	$0.00	$0.00	$0.00	$0.00	$0.00		$40.00	$10.00	$0.00	$0.00
DP	11/03/2015	996647							M7014655		

Training Practices

All CS staff are experienced and trained to meet or exceed the standards set out in the Fair Debt Collections Act. We are a member of The Association of Credit and Collection Professionals.

Summary of Proposer's Fee Statement

Please see Pricing Section at the end of this document.

ID	ⓘ	Task Mode	Task Name	Duration	Start	Finish	Resource Names
1		⮕	**T2 Flex and FlexPort**	**122.25 days?**	**Fri 4/22/16**	**Tue 10/11/16**	
2		⮕	**Initiation**	**122.25 days?**	**Fri 4/22/16**	**Tue 10/11/16**	
3		⮕	**Project Prep**	**5 days**	**Fri 4/22/16**	**Thu 4/28/16**	
10		⮕	**Request Data Transfer**	**4 days**	**Thu 4/28/16**	**Wed 5/4/16**	
17		⮕	**Send Post Kickoff Documentation**	**0 days**	**Fri 4/29/16**	**Fri 4/29/16**	
32		⮕	**Flex PE**	**79 days?**	**Wed 5/4/16**	**Tue 8/23/16**	
33		⮕	Define Flex PE and FlexPort Domain Name	0 days	Thu 5/12/16	Thu 5/12/16	T2 PM
34		⮕	Request UI Look and Feel Info for FlexPort	0 days	Thu 5/12/16	Thu 5/12/16	T2 PM
35		⮕	**Presite Visit**	**13 days**	**Mon 5/16/16**	**Wed 6/1/16**	
36	🔴	⮕	Conduct Internal Review of Presite Agenda	1 day	Thu 5/26/16	Thu 5/26/16	T2 PM,T2 BA
37		⮕	Schedule Presite Visit	0 days	Mon 5/16/16	Mon 5/16/16	T2 PM,T2 BA
38	🔴	⮕	Review and Document Current Citations and Permits Processes & Procedures	2 days	Tue 5/31/16	Wed 6/1/16	T2 BA
39	🔴	⮕	Discuss and Document Citations and Permits in Flex	2 days	Tue 5/31/16	Wed 6/1/16	T2 BA
40	🔴	⮕	Review Interface Packages	2 days	Tue 5/31/16	Wed 6/1/16	T2 BA
41		⮕	**Data Conversion**	**52 days**	**Thu 5/12/16**	**Fri 7/22/16**	
42		⮕	**Data Conversion (from 3rd Party Legacy System)**	**52 days**	**Thu 5/12/16**	**Fri 7/22/16**	
43		⮕	Extract and SFTP Data	1 day	Thu 5/12/16	Thu 5/12/16	
44		⮕	Receive Data for Sample 1	1 day	Mon 5/16/16	Mon 5/16/16	
45		⮕	Prepare Conversion Worksheet	5 days	Tue 5/17/16	Mon 5/23/16	T2 DS
46	🔴	⮕	Complete Matrix Tables and Review Conversion Worksheet	5 days	Tue 5/24/16	Mon 5/30/16	T2 DS,T2 BA,Customer
47		⮕	Data Worksheet Sign-off Complete	0 days	Mon 5/30/16	Mon 5/30/16	T2 PM,Customer
48	🔴	⮕	Complete Customer Setup Code Configuration	5 days	Tue 5/31/16	Mon 6/6/16	T2 BA
49		⮕	Convert Sample 1	8 days	Tue 6/7/16	Thu 6/16/16	T2 DS
50		⮕	Build/Load Sample 1 on to T2 Sample Instance	2 days	Fri 6/17/16	Mon 6/20/16	T2 DS
51	🔴	⮕	Review Sample 1	5 days	Tue 6/21/16	Mon 6/27/16	T2 BA,Customer
52		⮕	Data Sign-off Complete	0 days	Mon 6/27/16	Mon 6/27/16	Customer,T2 PM
53	🔴	⮕	Extract and SFTP Data fo Sample 2	1 day	Tue 7/5/16	Tue 7/5/16	T2 PM,Customer
54		⮕	Receive Data for Sample 2	0 days	Tue 7/5/16	Tue 7/5/16	T2 PM
55		⮕	Convert Sample 2	5 days	Wed 7/6/16	Tue 7/12/16	T2 DS

ID	ⓘ	Task Mode	Task Name	Duration	Start	Finish	Resource Names
56		🖥	Build/Load Sample 2 onto T2 Sample Instance	1 day	Wed 7/13/16	Wed 7/13/16	T2 DS
57	🔴	🖥	Review Sample 2	5 days	Mon 7/18/16	Fri 7/22/16	T2 BA,Customer
58		🖥	Sample 2 Data Sign-off Complete	0 days	Fri 7/22/16	Fri 7/22/16	T2 PM,Customer
59		🖥	**Ticket Stock and Mobile Device and Printer Fulfillment**	**60 days**	**Wed 5/4/16**	**Wed 7/27/16**	
60		🖥	**Ticket Stock**	**42 days**	**Wed 5/18/16**	**Fri 7/15/16**	
61		🖥	Select Ticket Stock Vendor	0 days	Wed 5/18/16	Wed 5/18/16	T2 PM,Customer
62	🔴	🖥	Design and Approve Ticket Stock	10 days	Thu 5/19/16	Wed 6/1/16	Customer
63		🖥	Order Ticket Stock	2 days	Thu 6/2/16	Fri 6/3/16	Customer
64		🖥	Confirm Receipt of Ticket Stock	0 days	Fri 7/15/16	Fri 7/15/16	T2 PM
65		🖥	**Mobile Device Fulfillment**	**47 days**	**Wed 5/4/16**	**Fri 7/8/16**	
66		🖥	Advise Customer of Approved Mobile Devices	0 days	Wed 5/4/16	Wed 5/4/16	T2 PM
67		🖥	Order Mobile Devices	1 day	Thu 6/16/16	Thu 6/16/16	Customer
68	🔴	🖥	Confirm Receipt of Mobile Devices	1 day	Fri 7/8/16	Fri 7/8/16	Customer,T2 PM
69		🖥	**Printer Fulfillment**	**30 days**	**Thu 6/16/16**	**Wed 7/27/16**	
70		🖥	Order Customer Printers	0 days	Thu 6/16/16	Thu 6/16/16	T2 PM
71		🖥	Confirm Receipt of Printers	0 days	Wed 7/27/16	Wed 7/27/16	T2 PM,Customer
72		🖥	**Interface Deliverables**	**41 days**	**Tue 6/28/16**	**Tue 8/23/16**	
73		🖥	**Interface/CT - Tier I**	**24 days**	**Tue 6/28/16**	**Fri 7/29/16**	
74	🔴	🖥	Gather/Document Requirements	14 days	Tue 6/28/16	Fri 7/15/16	T2 BA,Customer
75		🖥	Customer Sign off on Requirements	0 days	Fri 7/15/16	Fri 7/15/16	Customer
76	🔴	🖥	Build & Test <name#1>	5 days	Mon 7/18/16	Fri 7/22/16	T2 BA
77	🔴	🖥	Complete UAT of <name1>	5 days	Mon 7/25/16	Fri 7/29/16	T2 BA,Customer
78		🖥	Customer Sign-Off	0 days	Fri 7/29/16	Fri 7/29/16	Customer
79		🖥	**Interface/CT - Tier II**	**36 days**	**Tue 6/28/16**	**Tue 8/16/16**	
80	🔴	🖥	Gather/Document Requirements	21 days	Tue 6/28/16	Tue 7/26/16	T2 BA,Customer
81		🖥	Customer Sign off on Requirements	0 days	Tue 7/26/16	Tue 7/26/16	Customer
82	🔴	🖥	Build & Test <name#1>	5 days	Wed 7/27/16	Tue 8/2/16	T2 BA
83	🔴	🖥	Complete UAT of <name1>	10 days	Wed 8/3/16	Tue 8/16/16	T2 BA,Customer
84		🖥	Customer Sign-Off	0 days	Tue 8/16/16	Tue 8/16/16	Customer
85		🖥	**Interface/CT - Tier III**	**41 days**	**Tue 6/28/16**	**Tue 8/23/16**	
86	🔴	🖥	Gather/Document Requirements	21 days	Tue 6/28/16	Tue 7/26/16	T2 BA,Customer

ID	ⓘ	Task Mode	Task Name	Duration	Start	Finish	Resource Names
87		⮡	Customer Sign off on Requirements	0 days	Tue 7/26/16	Tue 7/26/16	Customer
88	🔴	⮡	Build & Test <name#1>	5 days	Wed 7/27/16	Tue 8/2/16	T2 BA
89	🔴	⮡	Complete UAT of <name1>	15 days	Wed 8/3/16	Tue 8/23/16	T2 BA,Customer
90		⮡	Customer Sign-Off	0 days	Tue 8/23/16	Tue 8/23/16	Customer
91		⮡	**Flex PE Configuration**	**30.25 days?**	**Tue 6/28/16**	**Tue 8/9/16**	
92	🔴	⮡	Configure Flex and Complete Configuration Checklist (Conversion Only)	30 days	Tue 6/28/16	Mon 8/8/16	T2 BA
93	🔴	⮡	Identify Crystal Report Modifications (Standard 5)	10 days	Tue 6/28/16	Mon 7/11/16	T2 BA
94	🔴	⮡	Gather Requirements and Build Crystal Reports (Bundle 5)	10 days	Tue 7/12/16	Mon 7/25/16	T2 BA
95	🔴	⮡	Draft Procedures Document	1 day?	Mon 8/8/16	Tue 8/9/16	T2 BA
96		⮡	**Flex PE Implementation Tasks**	**15 days**	**Fri 7/29/16**	**Thu 8/18/16**	
97		⮡	**Data Tasks**	**3 days**	**Thu 8/11/16**	**Tue 8/16/16**	
98		⮡	Discontinue use of Current System/Extract Data	0 days	Thu 8/11/16	Thu 8/11/16	Customer
99		⮡	Confirm SFTP Load	0 days	Fri 8/12/16	Fri 8/12/16	T2PM
100	🔴	⮡	Convert Production Data	1 day	Mon 8/15/16	Mon 8/15/16	T2 DS
101		⮡	Load Production Data into Production database	1 day	Tue 8/16/16	Tue 8/16/16	T2 DS,T2 IT
102		⮡	Data Live	0 days	Mon 8/15/16	Mon 8/15/16	
103		⮡	**Flex Readiness Tasks**	**15 days**	**Fri 7/29/16**	**Thu 8/18/16**	
104		⮡	Charge Mobile App Printers	0 days	Wed 8/10/16	Wed 8/10/16	Customer
105	🔴	⮡	Provide Remote Training	2 days	Tue 8/9/16	Wed 8/10/16	T2 BA,Customer
106	🔴	⮡	Create Training Database	5 days	Fri 7/29/16	Thu 8/4/16	T2 BA
107	🔴	⮡	Send Training Materials and Agenda to Customer	2 days	Fri 8/5/16	Mon 8/8/16	T2 BA
108	🔴	⮡	Pre-Go Live Meeting	0.25 days	Mon 8/15/16	Mon 8/15/16	T2 PM,T2 BA,T2 D
109	🔴	⮡	On-Site Training and Go Live Activities	4 days	Mon 8/15/16	Thu 8/18/16	T2 BA
110	🔴	⮡	Configure Mobile App and Printers	2 days	Tue 8/16/16	Wed 8/17/16	T2 BA
111	🔴	⮡	Go Live Billing	1 day	Wed 8/17/16	Wed 8/17/16	T2 PM,Customer
112		⮡	**Post Go Live Meeting**	**0 days**	**Tue 8/23/16**	**Tue 8/23/16**	
113		📌	Review Punch List	0 days	Tue 8/23/16	Tue 8/23/16	T2 PM,T2 BA,T2 D
114		⮡	**FlexPort**	**70.25 days**	**Tue 6/21/16**	**Tue 9/27/16**	
115		⮡	**FlexPort Requirements Gathering**	**1 day**	**Tue 6/21/16**	**Tue 6/21/16**	

ID		Task Mode	Task Name	Duration	Start	Finish	Resource Names
116	🧍	⤳	Obtain Internet Payment Gateway Account Info	1 day	Tue 6/21/16	Tue 6/21/16	T2 PM,Customer
117	🧍	⤳	Obtain Authentication Attributes (if required)	1 day	Tue 6/21/16	Tue 6/21/16	T2 PM,Customer
118		⤳	**Solution Configuration**	**15 days**	**Tue 7/5/16**	**Mon 7/25/16**	
119	🧍	⤳	Configure Customer Look and Feel	10 days	Tue 7/5/16	Mon 7/18/16	T2 BA
120	🧍	⤳	Configure Baseline Permits	15 days	Tue 7/5/16	Mon 7/25/16	T2 BA
121	🧍	⤳	Configure Baseline Citations	10 days	Tue 7/5/16	Mon 7/18/16	T2 BA
122	🧍	⤳	Configure Baseline Appeals	15 days	Tue 7/5/16	Mon 7/25/16	T2 BA
123	🧍	⤳	Configure Baseline Waitlists	15 days	Tue 7/5/16	Mon 7/25/16	T2 BA
124	🧍	⤳	Configure Baseline My Account	10 days	Tue 7/5/16	Mon 7/18/16	T2 BA
125	🧍	⤳	Configure Baseline Visitor Permit Requests	15 days	Tue 7/5/16	Mon 7/25/16	T2 BA
126		⤳	**Internal Testing**	**1 day**	**Tue 7/26/16**	**Tue 7/26/16**	
127	🧍	⤳	Test Configuration (ALL SOLUTIONS)	1 day	Tue 7/26/16	Tue 7/26/16	T2 BA
128	🧍	⤳	Test Customizations (ALL SOLUTIONS)	1 day	Tue 7/26/16	Tue 7/26/16	T2 BA
129	🧍	⤳	Test Internet Payment Gateway	1 day	Tue 7/26/16	Tue 7/26/16	T2 BA
130	🧍	⤳	Test Authentication	1 day	Tue 7/26/16	Tue 7/26/16	T2 BA
131	🧍	⤳	Modify and Load Standard Reports	1 day	Tue 7/26/16	Tue 7/26/16	T2 BA
132		⤳	**Demo FlexPort**	**25 days**	**Wed 7/27/16**	**Tue 8/30/16**	
133	🧍	⤳	Setup Examples/Create UAT Document	5 days	Wed 7/27/16	Tue 8/2/16	T2 BA
134		⤳	Perform Demo of All Solutions	2 days	Mon 8/29/16	Tue 8/30/16	T2 BA
135		⤳	**User Acceptance Testing**	**15 days**	**Tue 8/30/16**	**Tue 9/20/16**	
136		⤳	Deliver User Acceptance Testing Document	0 days	Tue 8/30/16	Tue 8/30/16	T2 BA
137		⤳	Customer User Acceptance Testing	10 days	Wed 8/31/16	Tue 9/13/16	Customer
138		⤳	Respond to User Acceptance Testing	5 days	Wed 9/14/16	Tue 9/20/16	T2 BA
139		⤳	Obtain User Acceptance Testing Sign off	0 days	Tue 9/20/16	Tue 9/20/16	
140		⤳	**Launch Tasks**	**4.25 days**	**Wed 9/21/16**	**Tue 9/27/16**	
141		⤳	Schedule Pre-Go Live Internal Meeting	0.25 days	Wed 9/21/16	Wed 9/21/16	T2 PM
142	🧍	⤳	Launch All Solutions - Go Live	1 day	Mon 9/26/16	Tue 9/27/16	T2 PM,T2 BA,Cust
143		⤳	**Project Close Out**	**38.25 days**	**Thu 8/18/16**	**Tue 10/11/16**	
144		⤳	**Provide Production Support**	**38.25 days**	**Thu 8/18/16**	**Tue 10/11/16**	
145	🧍	⤳	Provide Flex Customer Documentation	1 day	Thu 8/18/16	Thu 8/18/16	T2 BA

ID		Task Mode	Task Name	Duration	Start	Finish	Resource Names
146	👤	🔷	Create a PDF of the Admin Console Configuration Summary and Post to the Customer Record	1 day	Tue 9/27/16	Wed 9/28/16	T2 BA
147	👤	🔷	Load Crystal Reports into Report Transaction Object	1 day	Tue 9/27/16	Wed 9/28/16	T2 BA
148	👤	🔷	Post go live support	10 days	Tue 9/27/16	Tue 10/11/16	T2 PM,T2 BA
149		🔷	Send Notification for Infrastructure Clean up	0 days	Tue 10/11/16	Tue 10/11/16	T2 PM
150		🔷	Update Customer Product and Service Record	0 days	Tue 10/11/16	Tue 10/11/16	T2 PM

ACKNOWLEDGMENT AND SIGNATURE PAGE

This form must be completed and submitted by the date and the time of bid opening.

Legal Company Name (include d/b/a if applicable): T2 Systems, Inc. Federal Tax Identification Number: 75-2533462

If Corporation - Date Incorporated/Organized: 4/1/94

State Incorporated/Organized: Indiana

Company Operating Address: 8900 Keystone Crossing, Suite 700

City Indianapolis State IN Zip Code 46240

Remittance Address (if different from ordering address): _____

City _____ State _____ Zip Code _____

Company Contact Person: Karen Hartley Email Address: khartley@t2systems.com

Phone Number (include area code): 800-434-1502 Fax Number (include area code): 775-822-5826

Company's Internet Web Address: www.t2systems.com

IT IS HEREBY CERTIFIED AND AFFIRMED THAT THE BIDDER/PROPOSER CERTIFIES ACCEPTANCE OF THE TERMS, CONDITIONS, SPECIFICATIONS, ATTACHMENTS AND ANY ADDENDA. THE BIDDER/PROPOSER SHALL ACCEPT ANY AWARDS MADE AS A RESULT OF THIS SOLICITATION. BIDDER/PROPOSER FURTHER AGREES THAT PRICES QUOTED WILL REMAIN FIXED FOR THE PERIOD OF TIME STATED IN THE SOLICITATION.

_____   9/23/16
Bidder/Proposer's Authorized Representative's Signature: Date

Type or Print Name: Tim Maginn

THE EXECUTION OF THIS FORM CONSTITUTES THE UNEQUIVOCAL OFFER OF BIDDER/PROPOSER TO BE BOUND BY THE TERMS OF ITS PROPOSAL. FAILURE TO SIGN THIS SOLICITATION WHERE INDICATED BY AN AUTHORIZED REPRESENTATIVE SHALL RENDER THE BID/PROPOSAL NON-RESPONSIVE. THE CITY MAY, HOWEVER, IN ITS SOLE DISCRETION, ACCEPT ANY BID/PROPOSAL THAT INCLUDES AN EXECUTED DOCUMENT WHICH UNEQUIVOCALLY BINDS THE BIDDER/PROPOSER TO THE TERMS OF ITS OFFER.

ANY EXCEPTION, CHANGES OR ALTERATIONS TO THE GENERAL TERMS AND CONDITIONS, HOLDHARMLESS/INDEMNITY DOCUMENT OR OTHER REQUIRED FORMS MAY RESULT IN THE BID/PROPOSAL BE DEEMED NON-RESPONSIVE AND DISQUALIFIED FORM THE AWARD PROCESS.

RFP-4532-16-JE

HOLD HARMLESS AND INDEMNITY CLAUSE

(Company Name and Authorized Representative's Name)

, the contractor, shall indemnify, defend and hold harmless the City of Hollywood, its elected and appointed officials, employees and agents for any and all suits, actions, legal or administrative proceedings, claims, damage, liabilities, interest, attorney's fees, costs of any kind whether arising prior to the start of activities or following the completion or acceptance and in any manner directly or indirectly caused, occasioned or contributed to in whole or in part by reason of any act, error or omission, fault or negligence whether active or passive by the contractor, or anyone acting under its direction, control, or on its behalf in connection with or incident to its performance of the contract.

_____
SIGNATURE

Tim Maginn
_____
PRINTED NAME

T2 Systems, Inc.
_____
COMPANY OF NAME

9/23/16
_____
DATE

Failure to sign or changes to this page shall render your bid non-responsive.

NONCOLLUSION AFFIDAVIT

STATE OF: _Indiana_

COUNTY OF: _Marion_ , being first duly sworn, deposes and says that:

(1) He/she is _Tim Maginn_ of _T2 Systems, Inc._ , the Bidder that has submitted the attached Bid.

(2) He/she has been fully informed regarding the preparation and contents of the attached Bid and of all pertinent circumstances regarding such Bid;

(3) Such Bid is genuine and is not a collusion or sham Bid;

(4) Neither the said Bidder nor any of its officers, partners, owners, agents, representatives, employees or parties in interest, including this affiant has in any way colluded, conspired, connived or agreed, directly or indirectly with any other Bidder, firm or person to submit a collusive or sham Bid in connection with the contractor for which the attached Bid has been submitted or to refrain from bidding in connection with such contract, or has in any manner, directly or indirectly, sought by agreement or collusion or communication or conference with any other Bidder, firm or person to fix the price or prices, profit or cost element of the Bid price or the Bid price of any other Bidder, or to secure an advantage against the City of Hollywood or any person interested in the proposed Contract; and

(5) The price or prices quoted in the attached Bid are fair and proper and are not tainted by any collusion, conspiracy, connivance or unlawful agreement on the part of the Bidder or any of its agents, representatives, owners, employees, or parties in interest, including this affiant.

(SIGNED)_____ EVP
Title

Failure to sign or changes to this page shall render your bid non-responsive.

SWORN STATEMENT PURSUANT TO SECTION 287.133 (3) (a) FLORIDA STATUTES ON PUBLIC ENTITY CRIMES

THIS FORM MUST BE SIGNED AND SWORN TO IN THE PRESENCE OF A NOTARY PUBLIC OR OTHER OFFICIAL AUTHORIZED TO ADMINISTER OATHS

1. This form statement is submitted to ___City of Hollywood, Florida_____
by___Tim Maginn, EVP_____   for ___T2 Systems, Inc._____
(Print individual's name and title)   (Print name of entity submitting sworn statement)
whose business address is __8900 Keystone Crossing, Suite 700, Indianapolis, IN 46240_____
and if applicable its Federal Employer Identification Number (FEIN) is __75-2533462__ If the entity has no FEIN, include the Social Security Number of the individual signing this sworn statement.

2. I understand that "public entity crime," as defined in paragraph 287.133(1)(g), Florida Statues, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or with the United States, including, but not limited to, any bid, proposal, reply, or contract for goods or services, any lease for real property, or any contract for the construction or repair of a public building or public work, involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misinterpretation.

3. I understand that "convicted" or "conviction" as defined in Paragraph 287.133(1)(b), Florida Statutes, means a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in an federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, nonjury trial, or entry of a plea of guilty or nolo contendere.

4. I understand that "Affiliate," as defined in paragraph 287.133(1)(a), Florida Statutes, means:

   1. A predecessor or successor of a person convicted of a public entity crime, or
   2. An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in another person, or a pooling of equipment or income among persons when not for fair market value under an arm's length agreement, shall be a prima facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate.

5   I understand that "person," as defined in Paragraph 287.133(1)(e), Florida Statues, means any natural person or any entity organized under the laws of any state or of the United States with the legal power to enter into a binding contract and which bids or applies to bid on contracts let by a public entity, or which otherwise transacts or applies to transact business with a public   entity. The term "person" includes those officers, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.

6. Based on information and belief, the statement which I have marked below is true in relation to the entity submitting this sworn statement. (Please indicate which statement applies.)

____x____ Neither the entity submitting sworn statement, nor any of its officers, director, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, nor any affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

_____ The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, or an affiliate of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

_____ The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime, but the Final Order entered by the Hearing Officer in a subsequent proceeding before a Hearing Officer of the State of the State of Florida,

Division of Administrative Hearings, determined that it was not in the public interest to place the entity submitting this sworn statement on the convicted vendor list. (attach a copy of the Final Order).

I UNDERSTAND THAT THE SUBMISSION OF THIS FORM TO THE CONTRACTING OFFICER FOR THE PUBLIC ENTITY IDENTIFIED IN PARAGRAPH 1 (ONE) ABOVE IS FOR THAT PUBLIC ENTITY ONLY AND THAT THIS FORM IS VALID THROUGH DECEMBER 31 OF THE CALENDAR YEAR IN WHICH IT IS FILED. I ALSO UNDERSTAND THAT I AM REQUIRED TO INFORM THAT PUBLIC ENTITY PRIOR TO ENTERING INTO A CONTRACT IN EXCESS OF THE THRESHOLD AMOUNT PROVIDED IN SECTION 287.017 FLORIDA STATUTES FOR A CATEGORY TWO OF ANY CHANGE IN THE INFORMATION CONTAINED IN THIS FORM.

_____
(Signature)

Sworn to and subscribed before me this ___23___ day of ___September___, 20_16_.

Personally known___Tim Maginn_____

Or produced identification _____ Notary Public-State of ___Indiana___

_____ my commission expires ___3/17/17___
(Type of identification)

Karen Hartley

State of Indiana Notary Seal

My Commission Expires

3/17/17

Karen Hartley
_____
(Printed, typed or stamped commissioned
name of notary public)

Failure to sign or changes to this page shall render your bid non-responsive.

CERTIFICATIONS REGARDING DEBARMENT, SUSPENSION AND OTHER RESPONSIBILITY MATTERS

The applicant certifies that it and its principals:

(a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, sentenced to a denial of Federal benefits by a State or Federal court, or voluntarily excluded from covered transactions by any Federal department or agency;

(b) Have not within a three-year period preceding this application been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction, violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

(c) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (b) of this certification; and

(d) Have not within a three-year period preceding this application had one or more public transactions (Federal, State, or local) terminated for cause or default.

Applicant Name and Address:

T2 Systems, Inc.

8900 Keystone Crossing, Suite 700

Indianapolis, IN 46240
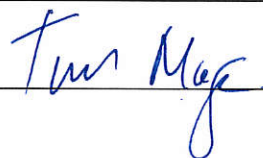
Application Number and/or Project Name:

Parking Citation and Permit Database System RFP -4532-16-JE

Applicant IRS/Vendor Number: ___75-2533462___

Type/Print Name and Title of Authorized Representative:

T2 Systems, Inc.

Signature: _____Tim Mog_____ Date: __9/23/16__

Failure to sign or changes to this page shall render your bid non-responsive.

RFP-4532-16-JE

DRUG-FREE WORKPLACE PROGRAM

IDENTICAL TIE BIDS - Preference shall be given to businesses with drug-free workplace programs. Whenever two or more bids which are equal with respect to price, quality, and service are received by the State or by any political subdivision for the procurement of commodities or contractual services, a bid received from a business that certifies that it has implemented a drug-free workplace program shall be given preference in the award process. Established procedures for processing tie bids will be followed if none of the tied vendors have a drug-free workplace program. In order to have a drug-free workplace program, a business shall:

1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.
2. Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.
3. Give each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement specified in subsection (1).
4. In the statement specified in subsection (1), notify the employee that, as a condition of working on the commodities or contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of chapter 893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction.
5. Impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program (if such is available in the employee's community) by, any employee who is so convicted.
6. Make a good faith effort to continue to maintain a drug-free workplace through implementation of these requirements.

As the person authorized to sign the statement, I certify that this firm complies fully with the above requirements.

_____   Tim Maginn
VENDOR'S SIGNATURE   _____
                                              PRINTED NAME

T2 Systems, Inc.
_____
NAME OF COMPANY

RFP-4532-16-JE

SOLICITATION, GIVING, AND ACCEPTANCE OF GIFTS POLICY

Florida Statute 112.313 prohibits the solicitation or acceptance of Gifts. - "No Public officer, employee of an agency, local government attorney, or candidate for nomination or election shall solicit or accept anything of value to the recipient, including a gift, loan, reward, promise of future employment, favor, or service, based upon any understanding that the vote, official action, or judgment of the public officer, employee, local government attorney, or candidate would be influenced thereby.". The term "public officer" includes "any person elected or appointed to hold office in any agency, including any person serving on an advisory body."

The City of Hollywood policy prohibits all public officers, elected or appointed, all employees, and their families from accepting any gifts of any value, either directly or indirectly, from any contractor, vendor, consultant, or business with whom the City does business.

The State of Florida definition of "gifts" includes the following:

Real property or its use,
Tangible or intangible personal property, or its use,
A preferential rate or terms on a debt, loan, goods, or services,
Forgiveness of indebtedness,
Transportation, lodging, or parking,
Food or beverage,
Membership dues,
Entrance fees, admission fees, or tickets to events, performances, or facilities,
Plants, flowers or floral arrangements
Services provided by persons pursuant to a professional license or certificate.
Other personal services for which a fee is normally charged by the person providing the services.
Any other similar service or thing having an attributable value not already provided for in this section.

Any contractor, vendor, consultant, or business found to have given a gift to a public officer or employee, or his/her family, will be subject to dismissal or revocation of contract.

As the person authorized to sign the statement, I certify that this firm will comply fully with this policy.

Tim Maginn (signature)	Tim Maginn
SIGNATURE	PRINTED NAME
T2 Systems, Inc.	EVP
NAME OF COMPANY	TITLE

Failure to sign this page shall render your bid non-responsive.

REFERENCE QUESTIONNAIRE

It is the responsibility of the contractor/vendor to provide a minimum of three (3) similar type references using this form and to provide this information with your submission. Failure to do so may result in the rejection of your submission.

Giving reference for: _T2 Systems_

Firm giving Reference: _Lexington Parking Authority_

Address: _162 E. Main Street, Suite 212   Lexington KY   40507_

Phone: _859-233-7275_

Fax: _____

Email: _gmeans@lexpark.org_

1. **Q:** What was the dollar value of the contract?
   A: _Approx $20,000_

2. Have there been any change orders, and if so, how many?
   A: _Only some add ons at the request of the Parking Authority_

3. **Q:** Did they perform on a timely basis as required by the agreement?
   A: _Yes_

4. **Q:** Was the project manager easy to get in contact with?
   A: _Yes_

5. **Q:** Would you use them again?
   A: _Yes_

6. **Q:** Overall, what would you rate their performance? (Scale from 1-5)

   A: ☐5 Excellent   ☒4 Good   ☐3 Fair   ☐2 Poor   ☐1 Unacceptable

7. **Q:** Is there anything else we should know, that we have not asked?
   A: _Very strong & stable company who will be around for years to come._

The undersigned does hereby certify that the foregoing and subsequent statements are true and correct and are made independently, free from vendor interference/collusion.

Name: _Gary A. Means_   Title _Executive Director_

Signature: _Gary A. Means_   Date: _9/26/16_

RFP-4532-16-JE

REFERENCE QUESTIONNAIRE

It is the responsibility of the contractor/vendor to provide a minimum of three (3) similar type references using this form and to provide this information with your submission. Failure to do so may result in the rejection of your submission.

Giving reference for: ___T2 Systems, Inc___

Firm giving Reference: ___Old Dominion University, Transportation and Parking Services___

Address: ___1 Old Dominion University, Norfolk VA 23529___

Phone: ___757-683-4008___
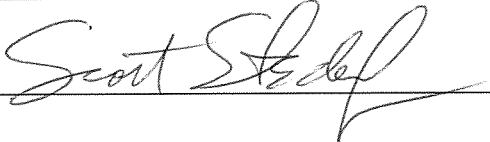
Fax: ___757-683-4133___

Email: ___ssilsdor@odu.edu___

1. **Q:** What was the dollar value of the contract?
    A: The annual contract expenditures average $200,000 per year. The contract allows for fee-based products and services.

2. Have there been any change orders, and if so, how many?
    A: No change orders have been issued

3. **Q:** Did they perform on a timely basis as required by the agreement?
    A: Yes, T2 Systems is always very responsive to our requests.

4. **Q:** Was the project manager easy to get in contact with?
    A: Yes

5. **Q:** Would you use them again?
    A: Yes

6. **Q:** Overall, what would you rate their performance? (Scale from 1-5)

    A: ☒**5** *Excellent* ☐**4** *Good* ☐**3** *Fair* ☐ **2** *Poor* ☐**1** *Unacceptable*

7. **Q:** Is there anything else we should know, that we have not asked?
    A: ODU has been using T2 Systems since 2007. In 2015 we extended their contract for up to 7 additional years.

The undersigned does hereby certify that the foregoing and subsequent statements are true and correct and are made independently, free from vendor interference/collusion.

Name: _____   Title _____

Signature: _Scott Silsdorf_____   Date: _9/27/16_____

Scott D. Silsdorf, AICP
Director
Transportation & Parking Services

RFP-4532-16-JE

REFERENCE QUESTIONNAIRE

It is the responsibility of the contractor/vendor to provide a minimum of three (3) similar type references using this form and to provide this information with your submission. Failure to do so may result in the rejection of your submission.

Giving reference for: _____3 Year Flex Professional_____

Firm giving Reference: __City of Boulder Municipal Court_____

Address: __1777 6th St. Boulder, CO 80302_____

Phone: __303-441-1858_____

Fax: _____

Email: __GrillJ@bouldercolorado.gov_____

1. **Q:** What was the dollar value of the contract?
   A: Three year contract total $137,100.49

2. Have there been any change orders, and if so, how many?
   A: None

3. **Q:** Did they perform on a timely basis as required by the agreement?
   A: Yes

4. **Q:** Was the project manager easy to get in contact with?
   A: Yes

5. **Q:** Would you use them again?
   A: Yes

6. **Q:** Overall, what would you rate their performance? (Scale from 1-5)

   A: ☐**5** *Excellent*   ☒**4** *Good*   ☐**3** *Fair*   ☐ **2** *Poor*   ☐**1** *Unacceptable*

7. **Q:** Is there anything else we should know, that we have not asked?
   A: No

The undersigned does hereby certify that the foregoing and subsequent statements are true and correct and are made independently, free from vendor interference/collusion.

Name: __Jean Grill_____   Title _Financial Administrative Specialist III_____

Signature: _____   Date: __9/27/16_____

Exhibit A – Parking Citation & Permit Database System

Number		Available (Yes or No)	Vendor Comments
	Application Requirements		
	Objective: The City is seeking a Parking Citation & Permit Database		
	General System Requirements		
1	Capability to function over a secured connection via the Internet.	Yes	
2	Employ a fully relational database that allows data to be manipulated,	Yes	
3	Ability to disable fields, define fields as required, change field titles, and	Yes	
4	Shall allow for the creation of a profile for each individual user. Profiles	Yes	
5	Shall allow for a wide range of user access control that varies by module	Yes	
6	System shall provide history (name, date, time and action taken if	Yes	
7	Shall provide a tracking/auditing trail of modifications/transactions	Yes	
8	Shall allow for the revocation of user access without affecting history of	Yes	
9	Shall be fully functional with little downtime -Vendor should note	Yes	**SLA 99.0%**
10	Shall include 24/7 technical support.	Yes	**Online or Emergency in off hours.**
11	Facility where equipment & data is stored shall be of high security.	Yes	
12	Shall have backup procedure/Disaster Recovery plan for system outages.	Yes	
13	Hosted version shall support the current version of any industry standard Internet Browser – list specific requirements.	Yes	**Flex is supported on Internet**
14	Shall be able to securely encrypt data during the transmission process and	Yes	
15	System maintenance shall not be scheduled during normal working hours	Yes	
16	The hosted service shall allow for the City to extract or export data in CSV,	Yes	
17	The City shall have the ability and right to access the data housed in the	Yes	
18	Vendor should note if there are data storage limitations and provide additional information if expanded data storage for any records will be needed.	Yes	**Standard database size is 20G; additonal fees may apply for larger databases.**
19	Provide for return of data at end of contract in usable format to the City	Yes	
	Citation Management		
20	The software shall have the ability to provide direct access to citation	Yes	
21	Shall allow the user to manually enter a citation into the system via	Yes	
22	If entering a handwritten citation into the system manually, the original	Yes	
23	Shall display detailed violation information including fine structure	Yes	
24	Shall provide extensive notes field including date and entered by.	Yes	
25	Ability to create various statuses of a citation to include: void, transfer,	Yes	
26	Ability to change the status of a citation to include: void, transfer,	Yes	
27	Void status shall have at least one hundred (100) user-definable	Yes	
28	Ability to track all changes and adjustments made to a citation to a	Yes	
29	Shall support the attachment of scanned documentation, digital	Yes	
30	Ability to directly access receipt (payment) information from the citation.	Yes	
31	Shall limit access to parking citation to read-only or full edit	Yes	
32	Generate and print notification letters while maintaining an audit trail	Yes	
33	Ability to generate e-mail notifications and account statements.	Yes	
34	Ability to define one violation per citation.	Yes	
35	Ability to assign one unique account number per customer.	Yes	

36	Ability to insert numerous user-defined fields for each customer, if not already available in the system. Example: DOB, driver's license number, permit numbers assigned, etc. Vendor's proposal should note what fields are available to link to each customer record.	Yes	Flex allows user-defined fields to be added to customer records so that DOB and other fields can be added. Driver's License number, phone numbers, name fields are part of the customer record as standard. Permits are linked directly to customer records.
37	Shall include a detailed list of the history of a customer association with a	Yes	
38	Shall include a detailed list of the history of a license plate and association	Yes	
39	Direct access to the financial information related to the citation including;	Yes	
40	Automatically assess escalations/late fees on user-defined dates that	Yes	
41	Automatically generate letter for overdue citations without the user	Yes	
42	Ability to provide summaries of payments paid and amounts due per	Yes	
43	Ability to generate receipt copies showing amount paid and amount due.	Yes	
44	Ability to categorize registered owner information. Examples: Owner,	Yes	
45	Ability to create categories/subcategories of registered owner under one vehicle. Examples: Rental company, renter, etc.	Yes	More than one customer with different catagories can be linked to the same vehicle record.
46	Ability to reassign citations to a different customer. Examples: from	Yes	
47	Ability to identify potential duplicate records with option to merge the	Yes	
48	Ability to import and export text (.txt or .csv) files.	Yes	
	Boot & Tow Management		
49	The software shall generate Boot & Tow lists automatically, based on business rules set forth by the City.	Yes	Flex provides a wide range of criteria.
50	The software shall allow entry of boot fees and other administrative fees.	Yes	
51	Ability to generate Boot & Tow notice for mailing and flag violations as	Yes	
52	Ability to send Boot & Tow list information to handhelds and LPR	Yes	
53	The software shall provide a module for vehicle boot and tow		
54	Officer can enter boot/tow information directly into the handheld to create record, including boot number and/or tow company (if used).	No	This function is available from Flex itself. Flex can be accessed via the browser on a smart device.
55	Officer can enter boot/tow release information directly into the handheld	No	See above.
56	Generate and print notification letters for disposition of scofflaw vehicles.	Yes	
57	Generate monthly scofflaw disposition report showing how many vehicles	Yes	
58	System shall provide notification at cashier level when booted vehicle is	Yes	
	Citation Appeals & Court Management		
59	Shall track the citation appeals and court process. When a citation is	Yes	
60	Shall provide extensive notes field including date and entered by.	Yes	
61	Shall support the attachment of scanned documentation, digital images,	Yes	

62	Ability to place/flag citations that are being appealed.	**Yes**	
63	Ability to temporarily stop fine escalations on citations that are being	**Yes**	
64	Ability to flag files to not accept payment at City level once citation is	**Yes**	
65	Ability to modify the citation to reflect the court decision and keep a	**Yes**	
66	Ability to create notification of Findings, Decision and Order reflecting the	**Yes**	
67	Inclusion of a judgment decision note field that can be incorporated in the	**Yes**	
68	Ability to change payment status of citation upon creation of notification	**Yes**	
69	Ability to restart fine escalations on citations that have been appealed	**Yes**	
70	Display a visual alert to those citations that are on appeal, to include a	**Yes**	
71	Preference: The software should track the citation appeal and court	**Yes**	
72	Ability to view a summary section with direct access to all information	**Yes**	
73	Vendor should note the number of addresses, both physical and e-	**Yes**	**Unlimited**
	Parking Permit Management		
74	The system shall provide the capability to set up, issue, track and manage	**Yes**	
75	When a permit is issued, a relationship should be established between a	**Yes**	
76	Record a permit effective date, issuance date, and expiration date.	**Yes**	
77	Ability to register more than one vehicle to a permit.	**Yes**	
78	Ability to inventory and track permits as they are being issued.	**Yes**	
79	Ability to download permit information to handheld ticket writers.	**Yes**	
80	Restrict the number of permits a customer can purchase.	**Yes**	
81	Restrict the number of permits that can be associated with a specific	**Yes**	
82	Ability to set permit fees and generate billing statements.	**Yes**	
83	Ability to handle a prioritized or non-prioritized waiting list.	**Yes**	
84	Automatic update of the wait list position number when records are	**Yes**	
85	Ability to print permits.	**Yes**	
86	Support attachments of scanned documents, digital images, or other	**Yes**	
87	Capable of e-permitting.	**Yes**	**Flex can provide parking without requiring a physical permit in your LPR environment.**
88	Ability for customers to make online payments and pay via credit card	**Yes**	
89	Ability to generate a receipt to the customer automatically.	**Yes**	
90	Ability to add permits, update permits, generate lists of valid permits and	**Yes**	
91	Ability to sell permits in bulk permit to customers.	**Yes**	
92	Ability to create permits for specific locations.	**Yes**	
93	Ability to notify customers on payment plans that payments are late or	**Yes**	
94	Ability for customers to pay with cash and credit card.	**Yes**	
	Payment and Cash Management		
95	The cash management software shall allow for a receipt printer and electronic cash drawer attached to a standard City PC workstation thus creating a true, fully functional cash management system. The	**Yes**	**Cash Management in the Selection basket is part of Flex.**
96	Ability to work with or without a cash drawer.	**Yes**	
97	Ability to track all transactions by cashier regardless of PC used.	**Yes**	
98	Posting of payments for citations, permits, access cards, and fees.	**Yes**	
99	Ability to accept and post both full and partial payments.	**Yes**	
100	Ability to post payments before citation information has been imported	**Yes**	
101	Ability to disallow the acceptance of payment (example: NSF checks) on specific accounts, license plates, or individuals.	**Yes**	**Disallow check is customer based.**

#	Requirement	Response	Notes
102	Print a receipt that clearly identifies individual transactions or items	**Yes**	
103	Complete close out process with detailed daily reconciliation reports.	**Yes**	
104	Ability to restrict a permit sale until all citations are paid.	**Yes**	
105	Ability to print receipts on demand.	**Yes**	
106	Ability to establish payment plans.	**Yes**	
107	Capability to back out payments from returned checks, mark return check	**Yes**	
108	Ability to adjust or reduce the fine amount of any citation. This ability	**Yes**	
109	Ability to change the payment status of any citation (Void, uncollectible,	**Yes**	
110	Ability to void a payment after receipt is processed and ability to repay once voided. (This can be used to adjust errors by reversing payments and re-applying them). This ability shall be set only to high security access	**Yes**	**Flex allows receipt reversals and tracks all actions.**
	Notice and Letter Generation		
111	The software shall provide a module to allow for the notification of	**Yes**	
112	Send notices and letter via e-mail and retain a copy attached to the citation record. Note/record if message is returned undeliverable.	**Yes**	**Notes are added to Flex when messages are returned and the email address can be expired.**
113	For each type of standard letter in the database file, the software shall	**Yes**	
114	Allow letter to be printed on a standard printer that can be accessed via a	**Yes**	
115	Generate and print notification letters while maintaining an audit trail	**Yes**	
116	Allow a number of user-defined letter headings to be selected by letter type. Give the #	**Yes**	**Letters are unlimited and each can have a unique letter heading.**
117	Ability to remove letter notification should letters be printed in error. This ability shall be set only to high security access levels.	**No**	**More typically those printing letters have the ability to relay that letters printed correctly and history should be updated rather than have a need to remove a letter from letter history.**
118	Automatically generate letters/e-mails for overdue citation notices	**Yes**	
	Task Scheduler		
119	Support execution of pre-defined tasks including escalating fines,	**Yes**	
120	Ability to perform user defined tasks which may include but not be	**Yes**	
	Report Generation		
121	The software shall be capable of producing pre-defined reports	**Yes**	
122	A listing of citations written by violation type sorted by user defined structure such as: date range, officer, location, violation.	**Yes**	**More than 100 reports exist in Flex and custom reports can be added.**
123	A listing of all outstanding citations by person or vehicle.	**Yes**	
124	Number and percentage of citations issued for a violation type.	**Yes**	
125	Monthly accounts receivable report for citations paid, unpaid, and	**Yes**	
126	A listing of all outstanding citations by citation number, license	**Yes**	
127	A listing of license plates that do not have registered owner information.	**Yes**	
128	A detailed report of all activity for a given cash drawer on a given day.	**Yes**	
129	A report that will produce aging status for unpaid citations and invoices.	**Yes**	

130	Vendor shall note the reporting program/software used for creating reports. Any licensing required shall be provided as part of the Vendor's package.	Yes	Crystal Reports 2008 and includes one license to install on a client machine.
131	Vendor shall note if reports can be exported to other formats.	Yes	PDF and Excel
Inquiry Manager			
132	The software shall include a query manager tool that can be used for	Yes	
133	A query viewer should be available that includes the name of the query,	Yes	
134	Ability to maintain queries. Maintenance items include the ability to view,	Yes	
135	Query builder that allows users to create a new query. A wizard should	Yes	
136	Instruction guide on how to use the Query Manager tool.	Yes	Flex OnLine Help provides guidence and T2 offers online and in-person training options.
137	Ability to use a query to edit data in batch form.	Yes	
Document Management			
138	They system shall generate and regenerate email, letter or invoices	Yes	
Data Import/Export			
139	The software shall be capable of creating file formats that readily	Yes	
Web Services/Mobile App			
140	The system should include a comprehensive e-commerce portal as well as an optional iOS and Android mobile application, which allow customers to manage their parking needs from any computer or mobile device	Yes	FlexPort is accessible from a browser in any smart device.
141	The software system shall offer web services to allow external programs	Yes	
142	Ability to allow for administrative control for editing the e-commerce web	Yes	
143	E-commerce page should support all forms of credit card payment and	Yes	
144	Web services shall support user authentication (login/password).	Yes	
145	Web services shall be capable of operating over a secure network	Yes	
146	All activities performed by a web service shall be logged in the system activity and/or financial log of the system.	Yes	With the exception of when queries run from a web service. No updating is accomplished.
147	Web services shall offer real-time interaction with the parking database.	Yes	
148	Web services shall allow a customer to pay a parking citation by the	Yes	
149	Web services shall fully allow for permit sales waiting list information	Yes	
150	Web services shall allow for a customer to update personal address information without viewing any current data; information updates shall	No	Customer can view current information.
Booting/Towing			
151	The software shall allow the user to process a booted/towed vehicle.	Yes	
152	Field entry for boot report number and location.	Yes	Boot records can be created as citations and include boot number and location.
153	Ability to enter towing information.	Yes	
154	Support the attachment of scanned documentation, digital images or	Yes	
155	Extensive notes field.	Yes	
Application Development Rights			

Number		Available (Yes or No)	Vendor Comments
156	The system should allow for non-commercial, custom application development against the system. The organization should be able to create custom programs and have the system execute those programs in an unattended manner according to the City's desired schedule.	Yes	**Custom development using Web Services is allowed. These applications run outside of Flex and access information unattended.**
	Data Conversion		
157	The vendor shall offer data conversion services. Data is currently stored in a hosted environment by T2 Systems. Data to be converted includes customers, vehicles, citations and permits. Vendor should	Yes	**No data conversion is required as the City is currently using Flex.**

Exhibit B – Handheld Unit Specifications

Number		Available (Yes or No)	Vendor Comments
	Application Requirements		
	Handheld Hardware		
1	The handheld enforcement units shall be able to integrate with the	Yes	
2	The handheld enforcement units shall have cellular voice and	Yes	
3	Built in printer or support Bluetooth connection for printer.	Yes	
4	Battery life over 8 hours in normal usage (Hot-Swappable Battery or Extended Battery Case).	Yes	**The City could opt for Extended Battery cases.**
5	High-resolution color touchscreen that is easily readable in full sunlight – i.e. high contrast, no glare, large font size.	Yes	**Most devices have some measure of these rquirements.**
6	An operating system that emphasizes ease of use in performing	Yes	

7	At least a five (5) megapixel or higher quality camera with flash capability that can provide up to four (4) images per citation. Vendor should note storage capacity of proposed handheld equipment.	**Yes**	**Certified iOS Devices** ▪ **iPhones - iPhone 5 or later** ▪ **iPads - iPad Air, iPad Mini (models released November 2012 or later) and iPad with Retina Display (only models released in March 2014 or later)** ▪ **iPod Touch (only models released in June 2014 or later)** **Certified Android Devices** ▪ **Phones – Samsung Galaxy S4 and above** ▪ **Tablets – Samsung Galaxy Tab Pro (8.4" and 10.1" models), Galaxy Tab S (8.4" and 10.5" models) and Galaxy Note (10.1" model)**
8	Handhelds shall have the capacity to store a large amount of photographs.	**Yes**	**Citation photos are uploaded to Flex and no longer reside on the device.**
9	Internal Global Positioning System (GPS) for geo-spatial functionality and reporting.	**Yes**	**GPS coordinates can be included on a citation to be used by an external system.**
10	Preferred: The GPS system should also notify the officer if they are trying to write a ticket on an incorrect location. Example: the officer is writing a ticket on 2nd Street but enters 2nd Avenue on the ticket. The location is far enough from the GPS location of the	**No**	**GPS coordinates can be included on a citation but no notification is provided.**
11	Light-weight and durable- Able to function properly in various		
12	Preferred: Unit should support one-touch audio recording for interactions with customers.	**Yes**	**Most devices allow video & audio recording.**
13	Explain process of data transfer and/or battery charging.	**N/A**	**Data is transferred via cellular service or Wifi. Battery charging is via cable.**
14	Ticket stock should be available to purchase from multiple vendors.	**Yes**	
	Handheld Software		
15	The software shall require a password / security sign on. The software	**Yes**	
16	The software shall be completely configurable so that the Office of	**Yes**	
17	The software shall easily allow the user to display all citation data	**Yes**	

18	The software shall automatically fill certain fields from the previous	**Yes**	
19	The software shall be able to notify the user of various issues that can	**Yes**	
20	The software shall allow the creation of a file of special notifications	**Yes**	
21	The software shall allow the user to view any citation written by the	**Yes**	
22	The software shall support reprinting of an issued citation. This	**Yes**	
23	When the license plate is entered during a citation entry, the	**Yes**	
24	The software shall have the ability to scan barcodes.	**Yes**	
25	The software shall support entry of information such as vehicle make,	**Yes**	
26	The software shall have the ability to enter both public and private	**Yes**	
27	The Comment file for the handheld should be definable by the City so specific comments can be found by typing only a few keys. Example: NPD would equal "No Permit Displayed", NP9NWE would equal "No Parking 9AM-Noon Wednesday". All shortcuts and long form comments would be definable by the City.	**No**	**The comment file is definable by the City so that comments can be found by only typing a few keys. However, the code is not the key, the comment itself is the key.**
28	The software shall support the ability to issue a citation warning.	**Yes**	
29	The software shall have the ability to enter, track and issue	**Yes**	
30	Preferred: All data used for electronic tire chalking be communicated to all powered devices in the field so the data is usable by all enforcement staff over multiple shifts.	**Yes**	**Records are avaiable to all Enforcement App users.**
31	The software shall have the ability to set certain violations with requirements the officer must follow in order to issue a citation. Examples: i. All violations require at least one comment in the Comment field.	**No**	**While fields can be required, being required is not dependent on the type of violation issued.**
32	The software shall support the ability to have photographic	**Yes**	
33	The software shall support the ability to allow the officer to review	**Yes**	
34	The software shall have the ability to provide an audit trail via GPS of citation issuance for each handheld.	**Yes**	**Citations issued can be plotted on a map showing the locations issued.**
35	The software shall have the ability to communicate in real-time	**Yes**	
	Hardware and Software Maintenance and Support		
36	Vendor shall offer a maintenance agreement that will cover all parking management system hardware and software support. This should include troubleshooting, installing upgrades, training, and performing routine checks to achieve maximum performance	**Yes**	**T2 will provide maintenance for the software and hardware provided by T2.**

Exhibit C - Required Integrations/Interfaces

Number		Available (Yes or No)	
	Application Requirements		
	w/ Parking Mobile Payments		
1	The system shall have the ability to integrate/interface with pay-by-phone systems. Please disclose the pay-by-phone vendors that your firm have proven integration.	**Yes**	**MobileNOW ParkMobile Passport Parking PaybyPhone QP QuickPay**
2	**w/ Multi-space Pay By Plate Parking Meters**		

No.	Requirement	Available (Yes or No)	Notes
3	The system shall have the ability to integrate/interface with pay-by-plate multi-space meter systems. Please disclose the pay-by-plate meter vendors that your firm have proven integration.	Yes	T2/DPT Cale Parkeon

w/ Single-space Credit Card Enabled Meters

No.	Requirement	Available (Yes or No)	Notes
4	The system shall have the ability to integrate/interface with single-space, credit card enabled meter systems. Please disclose the single space, credit card enabled meter vendors that your firm have proven integration.	No	If single-space meters can be paid for via a Mobile Payment provider, the Enforcement App would have access to the payment information.

w/ Florida Department of Highway Safety and Motor Vehicles

No.	Requirement	Available (Yes or No)	Notes
5	The system shall provide an interface with the State of Florida DMV using FTP technology, or a suitable alternative acceptable to the DMV, to send inquires to and receive back registered owner (RO)	Yes	Batch interface for the State of FL DMV is available.
6	The system shall provide the ability to import out-of-state vehicle registration information from all other United States vehicle registration departments. If using an outside vendor for this service, please provide the name and pertinent information for that vendor.	No	T2 will provide Retreival of Registered Owner information via our RoVR service. Not all 50 states information is available.
7	The system shall provide ability to automatically link registered	Yes	
8	The system shall provide a list, after each upload from the Florida	Yes	
9	The system shall allow the City to delete vehicle records created due to errors of data entry.	Yes	Vehicles not linked to any records or with any history can be deleted.

w/ Outside Collection Agencies

No.	Requirement	Available (Yes or No)	Notes
10	The system shall support processing of export/import files from collection agencies. Please disclose the collection agency vendors that your firm have proven integration/interface.	Yes	CS Services provides Collection Agency services. Flex can also export records to any collection agency and import payments.

w/ License Plate Recognition Systems

No.	Requirement	Available (Yes or No)	Notes
11	The system shall have the ability to integrate/interface with	Yes	Genetec AutoVu

Exhibit D – Future Integration /Interfaces

Number		Available (Yes or No)	
	Enterprise Resource Planning Software (ERP)		
1	Please disclose the vendors that your firm have partnered with regarding ERP systems.	Yes	Flex allows interfacing with any ERP system using batch interfaces such as Ellucian Financial, Banner or PeopleSoft.
	Single Sign-On Integrations		
2	Please disclose the clients/customers that your firm have provided		See references

Exhibit E – (Optional) License Plate Recognition System

Number	System Requirements		
	General Requirements		
1	The system shall have the ability to integrate/interface with the City's Parking Citation & Permit Database System. Please disclose vendor(s) that your firm have proven integration.	**Yes**	
2	The system should allow LPR data being collected in the field, including any field alerts, to be viewed from the back office software	**Yes**	**Security Center**
3	System shall have a real-time interface with Luke II multi-space parking meters or pay-by-phone vendor Parkmobile for pay-by-plate paid parking	**Yes**	
4	The system shall have ability to provide covert notification to supervisors without notification to the user in the vehicle.	**Yes**	
	Hardware Minimum Requirements		
5	At least two (2) Camera Systems for two vehicles	**Yes**	
6	Variable light conditions cameras	**Yes**	
7	Waterproof and impact resistant - IP67 preferred	**Yes**	
8	Cameras to be self-illuminating infrared/color LPR cameras	**Yes**	
9	Cameras able to view plates in different parking orientations, e.g. parked parallel, 45° angle or perpendicular to the curb	**Yes**	
10	Processor should have a "self-trigger" mode to detect license plates in a prest field of view	**Yes**	
11	Processor should be trunk-mounted with a power supply that provides safe start and stop of the system	**Yes**	
12	Touchscreen tablet (Panasonic Toughpad or similar) needed for running system to be provided in proposal	**Yes**	
13	All wiring, cables, docking station and equipment necessary for an operational system	**Yes**	
14	All hardware to be new - no demonstrators or used equipment	**Yes**	
	Software Minimum Requirements		
15	Software shall be designed for touchscreen usage	**Yes**	
16	Secure logins/passwords set for all users through back office	**Yes**	
17	GPS coordinates recorded for all plate reads	**Yes**	
18	Single button to turn on/off camera configurations	**Yes**	
19	Software shall allow enforcement officer to select area/time zone they are enforcing and notify them when the selected zone does not match the current GPS location of the vehicle	**Yes**	**Auto Select**
20	LPR system shall simultaneously enforce the following applications: a. Timing enforcement b. Permit enforcement c. Pay-by-plate by multi-space meter d. Pay-by-plate by phone e. Scofflaw (boot/tow – unpaid tickets) f. Multiple Hotlists	**a. Yes** **b. Yes** **c. Yes** **d. Yes** **e. Yes** **f. Yes**	

21	Preferred: software shall exchange vehicle timing records with other LPR vehicle systems in real time	No
22	Software shall give a unique audible and visible alert when an illegally parked vehicle is discovered	Yes
23	Software shall allow the enforcement officer to manually enter plates that are unreadable	Yes
24	System shall have integrated ticketing so, when an enforcement officer has an LPR "hit", they can simply press one button to complete enforcement activities (citation generation, booting, towing, permit issuance) within the same LPR application. The citation should be saved to the parking enforcement database and then be printed for the officer to leave on the vehicle	Yes
25	System shall provide a feature to enable or disable "fuzzy-logic" plate matching in each LPR vehicle to enable the system to match common number character issues (such as 0/O and 8/B) or unknown characters	Yes
26	Any software subscription/maintenance annual fee shall be listed on the pricing sheet	Yes
27	Provision of technical support and software maintenance, fixes, patches, upgrades, and utilities	Yes
28	Make searches for whole or partial license plate numbers	Yes
29	Capable of generating numerous data reports	Yes
30	On-site Installation and Training (to include set up, system configuration, and demonstration of all product features)	Yes

Number	Product Description	Available (yes or no)	Qty	Total Initial Purchase	Year 2	Year 3	Year 4	Year 5	Additional yearly costs
	Pricing								
	Citation & Permit Management								
1	Licensing Fee - require 10 users	Yes	10	27480	28854	30296.7	31811.54	33402.12	No
2	Hosted Solution Fee	Yes	10	Included	Included	Included	Included	Included	No
3	Electronic Cash Drawer- (Includes cash drawer, Serial	Yes	2	3040	N/A	N/A	N/A	N/A	No
4	Receipt Printer - require 2 printers	Yes	2	Included	Included	90	90	90	No
5	Other Hardware or Software Components	No							
	E-Commerce Business Solution								
6	Citation Management Component	Yes	10	7600	7980	8379	8797.95	9237.85	No
7	Permit Management Component	Yes	10	8600	9030	9481.5	9955.58	10,453.35	No
8	Citation Appeal Management Component	Yes	10	4800	5040	5292	5556.6	5834.43	No
9	Web Hosting fees for citation payments, permit sales, etc.	Yes	10	Included	Included	Included	Included	Included	No
10	Transaction fee for web processing (note if fee is per citation paid or per transaction made)	Yes - Per citation paid.							
11	Other Components- Crystal Reports Bundle Total of 10 reports provided	Yes	2	2990	N/A	N/A	N/A	N/A	No
	Handheld Hardware & Software								
12	Handheld Devices - require 13 units (12 users, 1 spare) T2 does not provide the IOS or Android devices	No							
13	Printers for handheld devices (if separate)	Yes	13	10387	Included	Included	2418	N/A	No

14	Enforcement software subscription for the handhelds	Yes	13	9750	10,237.50	10,749.38	11,286.84	11,851.19	
15	Wireless Communication Fee	No							
16	Charging Stations(s)	No							
17	Data Interface Cradle(s)	No							
18	Data Storage Devices	No							
19	Replacement Batteries for Apex 3i Printer	Yes							Available as needed $130 each
20	Ticket/Envelope Stock (40K envelopes and 1000 rolls ticket stock)	Yes	1	8503	8462	8616	8672	8774	No
	Shipping and handling	Yes	1	250	N/A	N/A	N/A	N/A	No
21	Other Hardware Components-Device Set up and Printer Set up	Yes	1	995	N/A	N/A	N/A	N/A	No
	Integrations/Interface Services								
22	w/ Pay by phone System	Yes	13	3900	4095	4299.75	4514.74	4740.47	No
23	w/ Pay by Plate Multi-Space Meter	Yes		Included	Included	Included	Included	Included	No
24	w/ Single Space, Credit Card Enabled Meter System	No		N/A	N/A	N/A	N/A	N/A	No
25	w/ DMVs for search and uploading of customer addresses for outstanding citations	Yes	50 per month and $1.95 per if over 50 in any given month	1140	1140	1140	1140	1140	Yes, if exceed 50 per month.

26	w/ Collection Agencies for export of outstanding citations and import of paid citations to collection agency to parking management database	Yes		Included with our Collections through Collection Services	Included	Included	Included	Included	No
	Future Integrations/Interface Services								
27	w/ Enterprise Resource Planning (ERP) Systems	Yes		TBD					No
28	w/Single Sign-on Integrations	Yes		TBD					No
	Optional - LPR System & Integration								
29	Licensing Fee - require 2 users	Yes	2	57200	Included	Included	Included	Included	No
30	Hosting Fee	Yes	2	4620	4620	4620	4620	4620	No
31	Laptops	Yes	2	12540	Included	Included	Included	Included	No
32	Cameras	Yes		Included	Included	Included	Included	Included	No
33	Printers	Yes	2	1870	Included	Included	372	N/A	No
34	Integration with the City's Parking	Yes	1	2000	Included	Included	Included	Included	No
35	On-site Installation and Training	Yes	1	4000	N/A	N/A	N/A	N/A	No
36	Other Equipment/Components	Yes	1	1720	1720	1720	1720	1720	No
37	**Professional Services**								
38	Training (Specifcy Type / Location)	TBD							
39	Travel	Yes	1	1400	N/A	N/A	N/A	N/A	No
40	Support	Yes	2	2500	2500	2500	2500	2500	No
41	Data Conversion	No							
42	Installation-Flex and LPR Integration Implementation	Yes	1	3400	N/A	N/A	N/A	N/A	No
43	**Other Costs**								
44	Warranty Fees 5 Year optional Pre Paid and covers both vehicles (*not included in total since optional*)	Yes		19264	Included	Included	Included	Included	No

45	Fees for additional data storage if needed	No							
46	Other Fees - Internal Modem	Yes	2	550	N/A	N/A	N/A	N/A	No
47	Other Fees-Shipping	Yes	1	300	N/A	N/A	N/A	N/A	No
48	Flex eTicketbook with LPR Integration,	Yes	2	3700	3885	4079.25	4283.21	4497.37	No
49	**TOTAL COSTS**			**95,800**	**12,725**	**12,919.25**	**13,495.21**	**13,337.37**	
	OPTIONAL Per Unit Pricing								
	(Note: Please list if cost is per citation, permit, transaction, etc.)								
50	Cost per Citation	Yes	40,000	30,000	30,000	30,000	30,000	30,000	No
	Return mail and payment	Yes	All	Included	Included	Included	Included	Included	No
51	Citation manual entry	Yes	All	Included	Included	Included	Included	Included	No
52	Customer Service Call Center	Yes	All	Included	Included	Included	Included	Included	No
53	Citation Services: Online and IVR Credit Card Processing	Yes	All	Included	Included	Included	Included	Included	No
	Credit card processing and merchant of record ($2.95 fee passed onto parker)	Yes	All	Included	Included	Included	Included	Included	No
	Delinquent Collections ($15.00 flat fee passed onto parker)	Yes	All	Included	Included	Included	Included	Included	No
54	Cost per Letter (.95 per letter, estimate based off of 20,000 letters per year)	Yes	20,000	19,000	19,000	19,000	19,000	19,000	No
55	**TOTAL COSTS**			**49,000**	**49,000**	**49,000**	**49,000**	**49,000**	

T2 SYSTEMS, INC.

SOFTWARE SUBSCRIPTION AGREEMENT

THIS SOFTWARE SUBSCRIPTION AGREEMENT is entered into as of (January 1, 2017) ("**Effective Date**") and contains the subscription agreement between (The City of Hollywood, Florida) ("**Subscriber**") and T2 SYSTEMS, INC. ("**T2**"). Subscriber specific details are contained in the *Quote* executed by the Parties. Certain terms are defined in Article 13.

Article 1.   SOFTWARE SUBSCRIPTION

Section 1.1 **Software Subscription.** T2 grants to Subscriber a non-exclusive right to use: (i) one Production Copy of the T2 Flex® Software for its Authorized Concurrent Users and (ii) copies of the handheld ticket-writer software equal to the number of handheld ticket-writer Hardware units purchased by Subscriber, if applicable. T2 grants the Subscription(s) for the Authorized Purposes and no other purposes. At no time may the number of user accounts for the Software exceed the number of Authorized Concurrent Users. T2 has the right to monitor number of Concurrent Users. Subscriber may increase the number of Authorized Concurrent Users in the manner provided for in the *Quote.*

Section 1.2 **Term.** The Subscriptions granted in this Article 1 and Article 4 are for the term specified in Section 7.1.

Section 1.3 **Warranty of Functionality.** T2 warrants to Subscriber that:

For a period of ninety (90) days after T2 installs the T2 Flex® Software, including the handheld ticket-writer Software if applicable, at the Subscriber's premise or installs it on the Hosted System, whichever the case may be, the Software will provide at least the functionality contained in the then-current product literature as posted on T2's corporate website, and will perform without errors which would significantly affect its ability to provide that functionality. This warranty is contingent upon Subscriber advising T2 of any failure of the T2 Flex® Software to perform within ninety (90) days after the Installation Date. The notice to T2 shall specifically identify the error or errors. T2's services in connection with the correction of the errors shall be provided without charge to Subscriber. T2 does not warrant that the operation of the T2 Flex® Software will be uninterrupted or error free. Further, T2 does not warrant that the T2 Flex® Software will operate on any particular configuration of software, operating system or computer system.

Section 1.4 **No Other Warranties.** The warranties made by T2 in Section 1.3 with regard to both the T2 Flex ® Software and the handheld ticket-writer Software are in lieu of all other representations or warranties, express or implied, including without limitation any implied warranties of design, merchantability, or fitness for any specific or general purpose and those arising by statute or by law, or from a course of dealing, or usage of trade, all of which are disclaimed.

Section 1.5 **Installation.** Except as provided in Section 3.2, T2 shall install the Software and confirm that the Software is working properly. Once the Software is installed, the Subscriber shall verify that the installation is complete and the Software is working properly.

Article 2. HARDWARE

Section 2.1 **Applicability.** The provisions of this Article 2 apply only if *Quote* states that T2 or an authorized T2 Systems distributor will sell hardware (the "**Hardware**") and related software. In addition, the provisions of Article 2 only apply to Hardware purchased through T2 or an authorized T2 Systems distributor. Any Hardware purchased from sources outside of T2 will be the sole responsibility of the Subscriber. 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 Flex 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.

Section 2.2 **Handheld Hardware Warranty.** T2 warrants to the Subscriber that the Handheld Hardware will be free from defects in workmanship and materials, under normal use, for one year (365) days from the date the Hardware is delivered.

Section 2.3 **Access Revenue Control Hardware Warranty.** T2 Systems warrants that all hardware sold will be free from any defects in material and workmanship for the warranty periods described below under normal operating conditions when installed in accordance with the T2 Systems installation instructions, normal wear and tear excepted.

The warranty periods for the following products are:

(i) Vehicle Gates: 2 years or 1 million cycles. (Whichever comes first)

(ii) Revenue equipment (including firmware): 1 year

(iii) Loop Detectors: 1 year

The warranty period shall start from the date of installation of the product by certified installation personnel. If a project requires a delayed warranty start date, the distributor or customer must request a delayed start date in writing five business days before the scheduled installation date. T2 Systems will review and accept on a case by case basis. No distributor shall have the authority to bind T2 Systems to any warranty beyond that extended therein.

Section 2.4 **Exclusive Remedy.** Should a Hardware Error occur during the warranty period and you notify T2, Subscriber's sole and exclusive remedy shall

be, at T2's sole option and expense, to repair or replace the Hardware parts which have been found to be defective.   At T2's sole discretion, parts may be repaired as opposed to being replaced. T2 may replace parts with others of like kind and quality. T2 will provide service at any T2 service center or at such other location as may be designated by T2. Subscriber agrees to follow the Return Materials Authorization Process as set forth in Section 2.8.

Section 2.5 **Hardware Repair Limitations.** T2's liability for Hardware repairs under this Agreement shall be limited to the actual cash value of the Hardware in operating condition at the time of the claim. Except as otherwise expressly agreed by T2, nothing herein shall obligate T2 to repair or replace aesthetic or structural items including, but not limited to, damage to the case or screen from dropping, warping of any kind to housing, case or frame of the Hardware. Subscriber agrees that it is responsible for repair costs associated with worn out or damaged touch screens or LCD modules. This Agreement only applies to the operation of the Hardware under the conditions for which it was designed, and does not cover damage resulting from external causes such as, but not limited to, damage resulting from a collision with any object or from fire, flooding, sand, dirt, windstorm, hail, earthquake, act of God, damage from exposure to weather conditions not anticipated or contemplated by the manufacturer's specifications, battery leakage, theft, misuse, abuse, damage from failure of, or improper use of, any electrical sources or connection to other products not recommended for interconnection by the Hardware manufacturer. Subscriber shall perform all preventative maintenance recommended by the Hardware manufacturer to maintain the Hardware in operating condition and Subscriber agrees that any loss or damage resulting from the failure to provide the Hardware manufacturer's recommended maintenance is not covered by this Agreement.

Section 2.6 **Obsolete Hardware.** While it is T2's intention to support Hardware for as long as is technically and financially feasible, T2 reserves the right to discontinue maintenance and support of obsolete Hardware six months after providing written notice to Subscriber. After that time, T2 will offer repair services on the then-current standard rates for time and materials for the obsolete Hardware so long as parts and labor are reasonably available.

Section 2.7 **Engineering Modifications.** All products of T2 Systems are subject to design and/or appearance modifications which are production standards at the time of shipment. T2 Systems may, but shall not be required, to, modify, or update products shipped prior to a current production standard.

Section 2.8 **Return Materials Authorization (RMA) Process.** In the event that Subscriber experiences a malfunction with respect to the Hardware, Subscriber shall call T2 technical support in order to determine the cause of the malfunction. If T2 technical support determines that the Hardware does require service, the technician will instruct Subscriber as to the proper return procedure. A Return Material Authorization Number (RMA) must be obtained before product is returned. Subscriber shall return the damaged Hardware, together with a description of the malfunction, to T2 or other service location as directed by the T2 technician. Subscriber shall remove the Flash ROM or RAM cards prior to shipping the Handheld Hardware to the appropriate T2 service center. Subscriber is responsible

for all freight and insurance charges inbound to the service center. T2 is responsible for all freight and insurance charges outbound from the service center. T2 Systems is not responsible for removal, installation, or any incidental expenses incurred in replacing the defective item or shipping the product to or from the distributor or customer.

Section 2.9 **Restocking Fee for Returned Hardware.** The Subscriber may return handheld and T2 Point of Sale hardware within 30 days of delivery if the goods are in an unsoiled, undamaged, new, and re-saleable condition. The Subscriber may cancel access and revenue control hardware within three (3) weeks of T2 receiving a purchase order. T2 charges a minimum of 25% restocking fee on all equipment that is returned unless the delivered goods were damaged or found malfunctioning upon arrival by purchaser. The credit will be issued only after the equipment is inspected and determined by an Employee of T2 to be in unsoiled, undamaged, new and re-saleable condition. The Subscriber will pay for all freight charges to T2's plant unless the delivered goods were damaged or found malfunctioning upon arrival, in which case the seller shall pay all return freight charges. Subscriber and/or the Distributor agree to inspect all delivered pieces of ARC hardware immediately and report any visible damage within 48 hours to T2. Failure to report damage in this time frame will result in the inability to replace damaged goods. Hidden damage (i.e. electrical issues, board malfunctions, etc.) must be reported within 7 days.

Section 2.10 **Limitation of Liability.** THE WARRANTIES AND REMEDIES SET FORTH IN THIS Article 2 ARE EXCLUSIVE AND IN LIEU OF ALL OTHER WARRANTIES, TERMS OR CONDITIONS, EXPRESS, IMPLIED OR STATUTORY, INCLUDING WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, ACCURACY, CORRESPONDENCE WITH DESCRIPTION, SATISFACTORY QUALITY AND NON-INFRINGEMENT, ALL OF WHICH ARE EXPRESSLY DISCLAIMED BY T2. T2 SHALL NOT BE LIABLE FOR INCIDENTAL, CONSEQUENTIAL, INDIRECT, SPECIAL, OR PUNITIVE DAMAGES OF ANY KIND, LOSS OF INFORMATION OR DATA, LOSS OF REVENUE, LOSS OF BUSINESS OR OTHER FINANCIAL LOSS ARISING OUT OF OR IN CONNECTION WITH THE SALE OR USE OF THE HARDWARE, WHETHER BASED IN CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT PRODUCT LIABILITY OR ANY OTHER THEORY, EVEN IF T2 HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES AND EVEN IF ANY LIMITED REMEDY SPECIFIED IN THIS SUBSCRIPTION AGREEMENT IS DEEMED TO HAVE FAILED OF ITS ESSENTIAL PURPOSE. T2'S ENTIRE LIABILITY SHALL BE LIMITED TO REPLACEMENT, REPAIR, OR REFUND OF THE PURCHASE PRICE PAID, AT T2'S OPTION.

Article 3. HOSTING SERVICES

Section 3.1 **Applicability.** The provisions of this Article 3 apply only if *Quote* states that T2 will provide hosting services ("**Hosting Services**").

Section 3.2 **Software Installation.** T2 shall install the Software on the Hosting System.

Section 3.3 **Access.** In consideration of the payment of the Hosting Fee, T2 will provide Subscriber access to the Software via the Hosting Services and Hosting System. Subscriber may access the Hosting System using Subscriber's remote access equipment. T2 shall undertake commercially reasonable efforts to provide Subscriber with consistent service in a shared hardware environment (i) insulated from changes in the Internet, and (ii) sufficient to access the Software on T2 Application Server through the Internet twenty-four (24) hours per day, seven (7) days per week, except for routine maintenance performed pursuant to notice to Subscriber. T2 shall monitor T2's Application Server and undertake commercially reasonable efforts to restore promptly all failures of service at no additional charge to Subscriber. Subscriber shall be solely responsible for (i) providing Internet devices and supported browsers, and (ii) Internet connections, at Subscriber's sole cost and expense.

Section 3.4 **Hours of Operation.** Generally, connectivity will be available seven (7) days per week, twenty-four (24) hours per day. Subscriber's access is subject to outages for scheduled maintenance activities and outages attributable to failure of the Subscriber's telecommunications provider to provide an Internet connection. Whenever practical, scheduled maintenance activities will be performed [*outside*] the hours of 8:00 a.m. and 8:00 p.m ET. Notice of scheduled maintenance shall be provided to Subscriber via email.

Section 3.5 **Maintenance and Updates.** T2 shall provide maintenance for the Hosting System, including updates and patches and shall install any updates or enhancements for the Software that are released by T2 to its Subscribers. T2 will notify Subscriber when the updated version is available.

Section 3.6 **Improvements.** In order to maintain the quality of the Hosting Services provided by T2 hereunder, T2 reserves the right to change the hours of operation and other facilities and procedures relating to access and use of its Hosting Services. T2 will provide Subscriber with ten (10) days notice prior to any planned improvements that may materially affect the Hosting Services.

Section 3.7 **Passwords and Security.** Subscriber will control the issuance of passwords and user IDs for the use of the Software by Subscriber's Authorized Concurrent Users. Subscriber shall be responsible for the confidentiality of all those passwords. Subscriber acknowledges that it will be responsible for all liabilities incurred through use of any password assigned to Subscriber, and that any transactions under Subscriber's password will be deemed to have been performed by Subscriber.

Section 3.8 **Ownership of Data.** Subscriber shall maintain ownership of any Subscriber Data provided to T2 or input to the Software pursuant to this Agreement. T2 shall not supplement, modify or alter any Subscriber Data except as

directed or requested by Subscriber (other than technical modifications necessary to upload/format the Subscriber Data to the Web Site).

Section 3.9 **Limitation of Liability.** T2's total liability, if any, with respect to the subject matter of the Hosting Services (including, but not limited to, liability arising out of contract, tort, strict liability, breach of warranty or otherwise), is limited to the fees paid by Subscriber for the Hosting Services in the three (3) months prior to the act that gave rise to the liability; *provided*, *however*, that this limitation does not apply to damages to Subscriber directly caused by willful or malicious misconduct by T2 or its employees or by any claims brought against Subscriber based upon a violation of third party rights by the Software, which are covered by Section 10.4. T2 WILL NOT BE LIABLE IN ANY EVENT FOR LOSS OR INACCURACY OF DATA, LOSS OF PROFITS OR REVENUE, OR INDIRECT, SPECIAL, PUNITIVE, INCIDENTAL OR CONSEQUENTIAL DAMAGES (INCLUDING, WITHOUT LIMITATION, THE COST OF ANY SUBSTITUTE SERVICE), WHETHER OR NOT FORESEEABLE AND EVEN IF T2 HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THIS SECTION SHALL APPLY TO ANY ACTION OR ARBITRATION HEREUNDER.

Section 3.10 **Warranties.** EXCEPT AS MAY BE OTHERWISE SPECIFICALLY SET FORTH IN THE QUOTE, T2 MAKES NO REPRESENTATIONS OR WARRANTIES CONCERNING THE HOSTING SERVICES, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION, THE WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

Section 3.11 **Performance.** ALTHOUGH T2 WILL TAKE REASONABLE STEPS TO PROVIDE ERROR-FREE AND CONTINUOUS HOSTING SERVICES, T2 DOES NOT REPRESENT, WARRANT OR GUARANTEE THAT THE HOSTING SERVICES WILL BE UNINTERRUPTED OR ERROR-FREE. AS A RESULT, THE HOSTING SERVICES ARE PROVIDED "AS IS" WITHOUT WARRANTY OF ANY KIND.

Article 4. PROFESSIONAL SERVICES.

Section 4.1 **Applicability.** The provisions of this Article 4 apply only if the *Quote* states that T2 will provide web site development services or other custom development services (collectively, the "**Professional Services**").

Section 4.2 **Web Site.** T2 shall provide a Web Site for Subscriber. T2 and Subscriber contemplate that the Web Site will be enhanced over time and unless T2 is providing Hosting Services, the Web Site will be hosted by Subscriber.

Section 4.3 **License.** Subject to payment by Subscriber of any Web Site Fee which is due, T2 grants to Subscriber a non-exclusive right to use the Web Site prototype and any additional enhancements or customization in connection with the use of the Software under the same Terms and Conditions.

Section 4.4 **Web Site Development.** If the Subscriber determines that the Web Site requires additional enhancements or customization, T2 shall provide development services relating to the Web Site. T2's services in assisting Subscriber in this regard shall be provided on a Time and Materials Basis.

Article 5. TECHNICAL SUPPORT

Section 5.1 **Technical Support Services.** T2 offers the Subscriber technical supportas described in Section 13.9.

Section 5.2 **Technical Support Hours.** T2 offers Technical Support from 8:00 a.m. EST to 8:00 p.m. EST Monday through Friday excluding holidays. The Target Response Time is two (2) hours.

Section 5.3 **Updates and Enhancements.** To the extent that T2 releases an updated or enhanced version of the Software during the Subscription Term, T2 will make the updated version available for download by Subscriber at no additional charge. Subscriber shall be permitted to use the updates and enhancements to the extent provided in Article 1.

Section 5.4 **Technical Support Exclusions.** T2 will not be responsible for failure to correct a problem to the extent that T2 is unable to replicate the problem, or if the problem is caused by: (i) misuse of the Software, (ii) failure by Subscriber to utilize compatible computer and networking hardware and software, (iii) interaction with software or firmware not provided by T2, (iv) any change in applicable operating system software, or(v) the failure of Subscriber to install updates to the Software provided by T2. A Subscriber who is not current with their account will not be eligible for technical support. In any such event, T2 will advise Subscriber and, upon request, will provide such assistance as Subscriber may reasonably request with respect to such problem at T2's then-current standard rates for time and materials.

Section 5.5 **Cooperation.** Subscriber acknowledges (i) that certain services or obligations of T2 hereunder may be dependent on Subscriber providing certain data, information, assistance, or access to Subscriber's systems, (collectively, "**Cooperation**"), and (ii) that Cooperation may be essential to the performance of such services by T2. The parties agree that any delay or failure by T2 to provide services hereunder which is caused by Subscriber's failure to provide timely Cooperation reasonably requested by T2 shall not be deemed to be a breach of T2's performance obligations under this Agreement.

Section 5.6 **Supported Versions of Flex.** T2 requires all T2 Flex instances hosted by the Subscriber or hosted by T2 on behalf of Subscriber for either production or for testing to be the current or next most recently released T2 Flex application software version. T2 reserves the right to upgrade any T2 hosted T2 Flex instance with 24 hour notice to the Subscriber. Notice may be provided via email or phone.

Article 6. PAYMENT

Section 6.1 **Fees.** The Subscription Fee, Web Development/eBusiness, Hosting Services Fee, Professional Services Fee, Hardware Fee and any additional agreed upon fees (collectively, the "**Fees**") shall be payable according to the terms set forth in the *Quote*. Partial periods shall be prorated. Notwithstanding anything to the contrary contained herein, if this Agreement is terminated by T2 for cause or by Subscriber for convenience prior to the expiration of the Guaranteed Minimum Commitment (as set forth in the *Quote*), the unpaid balance for the Guaranteed Minimum Commitment shall accelerate and be due and payable in full immediately upon acceleration.

Section 6.2 **Change in Fees.** T2 will increase the Fees by five (5) percent per year, provided T2 notifies Subscriber in writing at least sixty (60) days prior to a renewal period. If T2 fails to provide a sixty (60) day notice, then the increase in fees will not become effective until the beginning of the first month following the sixty (60) day period after T2 notified Subscriber of the increase.

Section 6.3 **Certain Taxes.** If applicable, in addition to the consideration provided herein, Subscriber agrees to pay amounts equal to any sales, use, excise or other taxes or any custom duties levied against or imposed: (i) upon the subscription of the Software to Subscriber, or (ii) upon the Authorized Production Copies and the permitted back-up copies used by Subscriber, or (iii) upon the support provided under Article 5, or (iv) resulting from this Agreement, or any activities hereunder; but Subscriber shall not be obligated to pay any taxes based on T2's net income. If Subscriber claims an exemption from any such taxes, Subscriber shall provide to T2 an appropriate exemption certificate. If Subscriber challenges the applicability of any tax, Subscriber shall nevertheless pay the same to T2 and Subscriber may thereafter challenge the tax and seek a refund thereof. Subscriber 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 Subscriber's possession but shall have no such obligation to T2 with respect to any amount paid by Subscriber to T2 and not remitted to the relevant taxing authority.

Section 6.4 **Invoices.** Invoices for payment of amounts due to T2 under this Agreement shall be itemized in reasonable detail. If Subscriber does not dispute any part of an invoice, Subscriber shall pay the amounts due within thirty (30) days of receipt. If Subscriber disputes one or more items of an invoice, Subscriber shall: (i) pay T2 within thirty (30) days of receipt of the invoice the amounts for items not disputed; and (ii) notify the Finance Department of T2 within those thirty (30) days in writing of its dispute of one or more items of the invoice, identifying the item or items in dispute and setting forth in reasonable detail the basis for each dispute. Failure to so notify the Finance Department of T2 of each item in dispute and the basis therefore shall be deemed acceptance of those items, and Subscriber shall forthwith pay T2 therefore.

Section 6.5 **Failure to Make Payment.** If Subscriber fails to make any payments within thirty (30) days after the amount is due pursuant to this Agreement, then the amount, without the necessity of any notice or action by T2 shall become due and payable together with interest thereon from the date of nonpayment at

twelve percent (12%) per annum [or the highest rate permitted by law if less than twelve percent (12%)] and with reasonable attorneys' fees and other costs of collection. The non-exclusive subscription granted pursuant to Article 1 of this Agreement may be terminated by T2 with thirty (30) days prior written notice in the event Subscriber fails to make any payments when due under this Agreement.

Section 6.6 **Payment by Automated Clearing House.** If applicable, Subscriber agrees that the Subscription Fee and Web Site Fee (if applicable) shall be paid by Automated Clearing House debit. Subscriber agrees to complete the ACH Authorization Agreement accompanying this Software Subscription Agreement. If Subscriber is unable to execute an ACH Authorization Agreement, Subscriber shall make payment to T2 by check, credit card or debit card in the amount payable hereunder. Furthermore, Subscriber agrees to submit such payment to T2 so that payment is received by T2 on or before the Subscription Fee due date.

Payment Options

1.   Annual Subscription paid in advance

2.   Monthly Subscription paid in advance. Monthly payments are subject to a 3% processing fee.

3.   ACH (see above)

Section 6.7 **Late Charges.** If Subscriber does not make timely payment of the Subscription Fee to T2 of any amount payable hereunder, in addition to the remedies available to T2 at law or equity, T2 may collect interest on the sum then owing at the rate of 12% per month from the due date until payment by Subscriber; provided, however, that in no event shall the aggregate interest charges exceed the maximum rate of interest which could be charged under applicable law and T2 may suspend services until all amounts due are collected. If payment is not received within thirty (30) consecutive days, T2 has the right to suspend services provided hereunder.

Article 7.   TERM AND TERMINATION

Section 7.1 **Term.** The term of the Subscriptions granted in Article 1 and the provision of support under Article 5 shall commence on the Installation Date or three (3) months from the Effective Date of the Software Subscription Agreement, whichever is earlier, and shall continue for the period set forth in the *Quote* ("**Initial Term**"). If the Subscriber delays installation beyond the timeline in the *Quote*, the Subscriber may incur additional installation fees. If a delay in installation is caused by T2, the initial term of this Agreement shall commence at the date the Software is installed and the Subscriber executes the installation verification acknowledgement. Except as may be otherwise provided in the *Quote*, the term of the Subscriptions and support shall be automatically renewed for an additional term of one (1) year effective immediately after the expiration of any then-current term, unless either T2 or Subscriber gives notice of non-renewal to the other at least sixty (60) days in advance of the expiration of the then-current term.

Section 7.2 **Reengagement** When a project does not stay on the agreed upon schedule as defined in a mutually agreed upon Project Plan because the Subscriber did not meet their deliverables, or if the Subscriber requests a new date after a committed date has been scheduled, the Subscriber will be responsible for:

a) Acceleration of payment for all Professional Services completed to date (i.e., I&T, project management costs, eBiz, interfaces, etc.).

b) All hard costs, including travel.

c) Rebooking fees.

d) Any necessary rework (repeat of training, additional data sample, additional PM hours) would be billed at restart.

e) A reengagement fee of 20% of the total professional services plus travel expenses associated with the reengagement.

Section 7.3 **Termination.** Subscriber may terminate the Subscriptions granted in this Agreement, any support under Article 5, any Professional Services, and any Hosting Services by notice of non-renewal given in accordance with Section 7.1 or by notice given in accordance with the provisions of Article 11. T2 may terminate the Subscriptions granted in the Agreement and any support under Article 5 by notice of non-renewal given in accordance with Section 7.1, by termination as provided in Section 6.5 or upon fifteen (15) days prior written notice in the event Subscriber uses the Software in a manner not permitted under the Agreement. Nothing in this agreement or any other agreement between the parties shall prohibit T2 from contracting with, or providing goods (including software) or services to, any other party to service the same end users contemplated by this agreement.

Section 7.4 **Return of Materials.** Upon termination of the Subscription of the Software or Handheld Software for any reason, Subscriber shall destroy all copies of the Software or Handheld Software and any other materials received from T2 and furnish T2 a written statement certifying that through Subscriber's best efforts, and to the best of Subscriber's knowledge, all copies of the Software or the Handheld Software, including all copies of Client Components, and any other materials received from T2, have been destroyed.

Section 7.5 **Return of Subscriber Data.**.

Upon termination of the Subscription of the Software, T2 shall, at Subscriber's request, return Subscriber's data in an Oracle standard database export format. To accommodate special requests to receive data in any other format, Subscriber will be responsible for additional time and materials required to accommodate this request. All special requests will be scoped by T2 and then an initial estimate provided to the Subscriber.

Section 7.6 **Outstanding and Future Payment Obligations.** All payment obligations between the parties that are outstanding as of the effective date of termination, or which accrue hereunder prior to the effective date of termination or which accrue for services that are completed after the effective date of termination shall survive the termination of this Agreement.

Article 8. SUBSCRIBER DATA

Section 8.1 **Confidential Treatment.** All Subscriber Data which is submitted by Subscriber 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 Subscriber Data is publicly available, is already in T2's possession from a source other than Subscriber 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. Upon reasonable notice, Subscriber may inspect T2's facilities during regular T2 business hours to assure Subscriber of T2's compliance with this obligation.

Section 8.2 **Obligation of Subscriber to Protect.** The Software creates and stores databases of personal information of end-users and data relating to Subscriber on the computer system on which the Software is installed. Subscriber agrees to take all steps which it deems are appropriate to provide adequate security for that information.

Article 9. RESTRICTIONS ON USE OF THE SOFTWARE

Section 9.1 **No Distribution.** Subscriber may not distribute or sublicense the Software to any person.

Section 9.2 **No Sublicense; Persons Authorized to Use.** Subscriber may not resell accounts or sublicense persons to use the Software other than Authorized Concurrent Users.

Section 9.3 **No Reverse Engineering.** Subscriber agrees that it will not create or attempt to create or permit others to create or attempt to create, by reverse engineering or otherwise, the source programs for the Software or any part thereof from the object program or from other information made available under the Agreement (whether oral, written, tangible or intangible).

Section 9.4 **Limited Copies.** Subscriber is authorized to make copies of the Software, to the extent copies are reasonably required for back-up and archival purposes or for internal business operations. Subscriber agrees that while the Agreement is in effect, or while it has custody or possession of any property of T2, Subscriber will not copy or duplicate, or permit anyone else to copy or duplicate, any physical, magnetic, electronic or other version of the Software, beyond the number of authorized Production Copies subscribed pursuant to this Agreement, and Client Components which are installed on Authorized Concurrent Users' devices. Subscriber may modify the documentation as necessary for its internal

purposes, but shall not alter or remove any proprietary notice in the documentation, including but not limited to T2's name, logo and copyright notice.

Section 9.5 **Export.** Subscriber shall not permit any copy (in any medium) of all or any portion of the Software to be transmitted to or located outside of the United States except with T2's prior written consent and compliance by Subscriber with any applicable export or import requirements.

Section 9.6 **Passwords.** Subscriber shall not: (i) transmit or share identification and/or password codes to persons other than the Authorized Concurrent Users for whom such codes were generated; (ii) permit Authorized Concurrent Users to share identification and/or password codes with others; or (iii) permit the identification and/or password codes to be cached in proxy servers and accessed by individuals who are not Authorized Concurrent Users.

Article 10. PROPRIETARY PROTECTION

Section 10.1 **T2 Confidential Information.** Subscriber and Subscriber's subsidiaries recognize that the source code for the Software, and all specifications, techniques, manuals (other than end-user materials), system documentation and other materials relating to the operation of the Software which are disclosed or made available to Subscriber by T2 pursuant to this Agreement (collectively, "**T2 Proprietary Material**") are confidential, proprietary and trade secret and are protected by law. The Agreement does not give Subscriber the right to have access to any source code for the Software.

Section 10.2 **Other Proprietary Information.** T2 and Subscriber each may provide the other information which it treats as confidential or proprietary and which either (a) it has marked "Confidential" or "Proprietary," or (b) a reasonable person in the circumstances would understand to be confidential or proprietary ("**Proprietary Material**"). The receiving party agrees: (a) not to use Proprietary Material it receives from the disclosing party for any purpose other than performing its obligations and exercising its rights under this Agreement; (b) to exercise at least the same care to maintain the confidentiality of the Proprietary Material as it does its own confidential information of the same type; and (c) not to disclose the Proprietary Material to any third party, except that it may disclose Proprietary Material (i) on a confidential basis to its affiliates and its and its affiliates' attorneys, accountants, consultants, lenders, potential lenders and financial, tax, technical and other advisors who agree to keep it confidential, (ii) when required to comply with applicable laws or governmental regulations, (iii) in response to a subpoena or other legal process provided that, if permitted by law, it first notifies the disclosing party and, to the extent possible, gives the disclosing party a reasonable opportunity to challenge the disclosure and (iv) on tax returns or in connection with any examination or audit thereof. "Proprietary Material" shall not include information received from a party which: (i) is in the other party's possession without actual or constructive knowledge of an obligation of confidentiality with respect thereto, prior to disclosure by the party; (ii) is or subsequently becomes part of a public domain through no fault of the other party; (iii) is disclosed to the other party by a third party having no obligation of confidentiality with respect thereto, and provided the other party did not have actual or constructive knowledge that such information

was wrongfully disclosed by such third parties; or (iv) is independently developed by the other party.

Section 10.3 **Reproduction of Marks.** Subscriber agrees that any copies made of the Software, Handheld Software, any other T2 Proprietary Material and any other material obtained from T2 shall preserve unaltered patent, trademark, copyright, proprietary or confidentiality notices contained therein.

Section 10.4 **Patent and Copyright Indemnity.** T2 warrants that the Software and any materials developed by T2 and provided by T2 to Subscriber will not infringe on any United States copyright or patent. Should any legal action be made against Subscriber based on infringement of a United States copyright or patent as a result of the Software or the Professional Services, Subscriber shall promptly notify T2 and T2 shall defend the action at its expense. T2's liability in that event will be limited to defending the action and payment of any resulting court costs and damages finally awarded against Subscriber in the action. T2's obligations pursuant to this Section 10.4 shall not apply to any infringement caused by or resulting from Subscriber modifications or attempted modifications to any relevant system, or from Subscriber's failure to implement changes or updates furnished by T2 to Subscriber during the term of this Agreement.

Article 11. CORRECTION OF ERRORS

Section 11.1 **Correction of Functionality of the Software.** The liability of T2 for the functionality of the Software is limited, except as provided below in this Section, to the warranty provided in Section 1.3. If, thirty (30) days after the giving of the required notice described in Section 1.3, the Software fails to so conform, and the failure to conform is occasioned by T2's error and not operator error, faulty data or hardware failures, then, Subscriber may, at its election at any time thereafter while the failure remains uncured, send T2 a written notice that: (i) T2 has continued to fail to correct the failure; and (ii) Subscriber has elected to terminate the subscription of the Software. Upon the continuance of that failure for a period of thirty (30) days after such written notice of the continuance of such failure to correct and Subscriber's election to terminate has been given to T2 by the Subscriber ("cure period"), Subscriber may, and its exclusive remedy shall be to, terminate the subscription granted pursuant to the Agreement within sixty (60) days after the expiration of the cure period by the destruction of the materials described in Section 7.4, and have returned to it, (to the extent the amounts have not been previously refunded) the Subscription Fee, under Section 6.1 of this Agreement theretofore paid to T2 for the initial Subscription Term. If Subscriber fails to return the materials within thirty (30) days after the expiration of the cure period, Subscriber shall have waived its right to terminate the subscription and to receive a refund of the Subscription Fee.

Section 11.2 **Correction of Support Errors.** T2's liability under Article 5 is limited as provided in this Section 11.2. T2 commits to use commercially reasonable efforts repair "minor" bugs, which are errors that support a "work around" solution (a "**Minor Error**"), in the next production release of the Software, which would typically occur in ninety (90) days or less. New production releases (beta releases) are heavily tested by T2's technical staff and, typically, by

beta site Subscribers, meaning that "critical" bugs, which are errors that would stop a Subscriber from processing (a "**Critical Error**" and together with a Minor Error, an "**Error**") rarely make it into a production release. Nevertheless, if a Critical Error makes it into a production release, T2 commits to use commercially reasonable efforts to distribute a software patch within forty-eight (48) hours of T2's receipt of notice of the Critical Error. If an Error continues for a period of sixty (60) days after that detailed written notice has been given to T2 by Subscriber ("cure period"), Subscriber may, and its exclusive remedy shall be to terminate the subscription of the Software by certifying destruction of the Software and other materials in the manner provided in Section 7.4 within thirty (30) days after the expiration of the cure period and, upon such certification, have returned to it the prorated consideration representing Subscriber's payment of the Subscription Fee for the days remaining in the then current Subscription Term computed from the date of T2's receipt of the termination notice.

Section 11.3 **Correction of Hardware Errors.** T2's liability under Article 2 is limited as provided in this Section 11.3. If after giving T2 notice of the Hardware Error, T2 fails to repair or replace the faulty Hardware, then, Subscriber may, at its election at any time thereafter while the Hardware Error remains uncured, send T2 written notice that (i) T2 has continued to fail to correct the Hardware Error and (ii) Subscriber has elected to terminate the Hardware Support services. If the Hardware Error continues for a period sixty days (60) after that detailed written notice has been given to T2 by Subscriber ("cure period"), Subscriber may, and its exclusive remedy shall be to request that T2 return the Hardware and have returned to it the prorated consideration representing Subscriber's payment for the Hardware repair and support.

Section 11.4 **Correction of Professional Services Errors.** Subscriber shall notify T2 within thirty (30) days' time after T2 advises Subscriber of its completion of the work in question when the Professional Services do not execute in accordance with the Subscriber's specifications. The notification shall include the detailed variances and the information necessary for T2 to verify the variances. T2, upon actual receipt of the notification and verification of the detailed variances, shall modify the work so that it shall conform to the Subscriber specifications. The passage of the thirty (30) day period after T2 advises the Subscriber that the work is completed without the notification described herein shall constitute final satisfaction of the express warranty and the warranty period described above.

Article 12. REMEDIES

Section 12.1 **Waiver of Jury Trial.** Each party hereto hereby waives to the fullest extent permitted by applicable law, any right it may have to a trial by jury in respect of any claim, litigation or proceeding directly or indirectly arising out of, under or in connection with this Agreement.

Section 12.2 **Time to Sue.** No action, regardless of form, arising out of any of the transactions pursuant to this Agreement may be brought by Subscriber more than one year after the cause of action accrued.

Section 12.3 **No Other Liability.** Except to the extent provided in Section 2.2, Section 3.9 and Article 11, T2 and its third party licensors shall not be responsible for any claims against Subscriber by any other party nor shall T2 or its third party licensors be liable for any property damage, personal injury, loss or inaccuracy of data, loss of profits or revenues, interruption of business, out-of-pocket expenses or any other direct, indirect, special, consequential or incidental damages, however caused, whether based on contract, tort (including negligence), strict liability, warranty, statutory rights or any other basis arising out of Subscriber's use of the Software, the provision of support, consulting or the marketing, delivery or supporting thereof, or otherwise arising pursuant to this Agreement. In the event any of the foregoing limitations of liability are void or are not effective, Subscriber agrees that the liability of T2 and its third party licensors for damages, if any, shall not exceed the Subscription fees paid by Subscriber to T2 for the three (3) months preceding the earliest event giving rise to the liability. With respect to Professional Services, in the event any of the foregoing limitations of liability are void or not effective, Subscriber agrees that T2's liability shall in no case exceed the amounts paid to T2 by Subscriber under this Agreement for Professional Services, or parts thereof, involved in the claim and not otherwise reimbursed. If only a part of the Professional Services is the subject of a claim, then T2's liability shall be limited to the amount which T2 may have theretofore allocated to that part of the Professional Services of this Agreement, in the *Quote*, in any invoice of statement rendered, or to the amount as may be allocated by T2 in its good faith discretion to the part of the Professional Services. T2 shall not be liable for any lost profits or for any claim or demand against Subscriber by any other party.

Article 13. DEFINED TERMS

Section 13.1 **Agreement.** The "Agreement" between T2 and Subscriber consists of this Software Subscription Agreement and the *Quote*.

Section 13.2 **Authorized Hosting Provider.** An "Authorized Hosting Provider" means T2 or its subcontractors.

Section 13.3 **Authorized Purposes.** Subscriber's "Authorized Purposes" are the use of the Software for the Subscriber's internal parking business operations.

Section 13.4 **Authorized Concurrent Users.** The number of "Authorized Concurrent Users" is set forth in the *Quote*. Subscriber may increase the number of Authorized Concurrent Users in the manner provided for in the *Quote*.

Section 13.5 **Client Components.** The "Client Components" are components of the Software, which T2 makes available for downloading by Authorized Concurrent Users onto a personal computer or other personal electronic storage device solely for Authorized Purposes.

Section 13.6 **Cooperation.** "Cooperation" is defined in Section 5.5.

Section 13.7 **Critical Error.** A "Critical Error" is defined in Section 11.2.

Section 13.8 **Effective Date.** The "Effective Date" is the date of this Agreement.

Section 13.9 **Technical Support.** "Technical Support" includes:

Service	T2 Hosted Customers	Self Hosted Customers
Assistance with upgrading T2 Flex Software	Included	Excluded
Assistance with upgrades to Oracle database releases	Included	Excluded
Assistance with installation of Oracle patches	Included	Excluded
Access to Crystal Reports library of 400+/- reports	Included	Included
Authorized Concurrent Users may participate in on-line T2 Systems training on Software upgrades	Included	Included
Database rebuilds or repairs	Included	Excluded

Section 13.10 **Professional Services.** "Professional Services" shall have the meaning set forth in Section 4.1.

Section 13.11 **Guaranteed Minimum Commitment.** Subscriber shall be liable for the remainder of the current annual subscription fee once each annual term commences. Notwithstanding anything to the contrary contained herein, if the Software Subscription Agreement is terminated by T2 Systems for cause or by Subscriber for convenience prior to the expiration of the Guaranteed Minimum Commitment, the unpaid balance for the Guaranteed Minimum Commitment shall accelerate and be due and payable in full immediately upon acceleration.

Section 13.12 **Hardware Error.** "Hardware Error" shall mean a defect in the Hardware that prevents Subscriber and its Authorized Concurrent Users from accessing the Software through the Hardware.

Section 13.13 **Hardware Fee.** "Hardware Fee" shall mean the fee set forth in the *Quote* for the initial term of. The Hardware Fee is subject to change as provided in Section 6.2.

Section 13.14 **Hosting Error.** "Hosting Error" shall mean a defect in the Hosting System that prevents Subscriber and its Authorized Concurrent Users from accessing the Software through the Hosting Services.

Section 13.15 **Hosting Services Fee.** "Hosting Services Fee" shall mean the fee set forth in the *Quote* for the initial term of the Hosting Services. The Hosting Fee is subject to change as provided in Section 6.2.

Section 13.16 **Hosting Services.** "Hosting Services" shall mean that T2 will install, operate, and maintain the Software on T2's Application Server, and provide to Subscriber access to T2's Application Server sufficient for Subscriber to exercise its subscription rights granted herein and for the Authorized Concurrent Users to communicate with, access and use the Software by way of the Internet.

Section 13.17 **Hosting System.** "Hosting System" shall mean the computer and network equipment owned and maintained by T2 or its designated third party and the operating software licensed by T2 or its designated third party.

Section 13.18 **Installation Date.** "Installation Date" shall mean the date the Flex application goes into production mode.

Section 13.19 **Minor Error.** A "Minor Error" is defined in Section 11.2.

Section 13.20 **Production Copy.** A "Production Copy" is an executable code copy of the Software which is used on a computer system to process live data. Copies of all or a portion of the Software whether on multiple computers or on a computer system will constitute a single Production Copy so long as a single database is used by all of the copies of the Software. The number of Production Copies authorized under this Agreement is one, unless otherwise set forth in the *Quote*.

Section 13.21 **Professional Services Fee.** "Professional Services Fee" shall mean the fee set forth in the *Quote* for the initial term of the Professional Services. The Professional Fee is subject to change as provided in Section 6.2.

Section 13.22 **Proprietary Material.** "Proprietary Material" shall have the meaning set forth in Section 10.1.

Section 13.23 **Remote Access Equipment.** "Remote Access Equipment" shall mean the equipment necessary for Subscriber to access the services on the Internet. The Remote Access Equipment is to be provided by Subscriber.

Section 13.24 **Subscriber.** The "Subscriber" is identified in this agreement.

Section 13.25 **Subscriber Data.** "Subscriber Data" shall mean the data provided to T2 by Subscriber and the Authorized Concurrent Users, including data regarding Authorized Concurrent Users.

Section 13.26 **Subscription Fee.** The "Subscription Fee" for the initial Subscription Term is set forth in the *Quote*. The Subscription Fee for the terms after the initial Subscription Term may be changed as provided in Section 6.2.

Section 13.27 **Subscription Term.** The initial "Subscription Term" commences on the earlier of the Install Date or three (3) months from the Effective Date and extends for the period specified in the *Quote*. Each subsequent Subscription Term is for a period of one (1) year.

Section 13.28 **Software.** The "Software" is specified in the *Quote* and consists of T2 Flex® and all related software components including but not limited to, handheld ticket-writer software as specified in the *Quote*.

Section 13.29 **Target Response Time.** The "Target Response Time" is the time period during support hours in which T2 will strive to communicate with the Subscriber acknowledging a support request by the Subscriber.

Section 13.30 **Quote.** The Software Subscription Agreement is the document executed by T2 and Subscriber which incorporates the "*Quote*" by reference.

Section 13.31 **Standard Technical Support.** "Standard Technical Support" includes responses to questions of error by email or telephone.

Section 13.32 **T2 Proprietary Material.** "T2 Proprietary Material" is defined in Section 10.1.

Section 13.33 **Time and Materials Basis.** "Time and Materials Basis" means an hourly basis at the rate specified in the *Quote*, together with reimbursement of expenses.

Section 13.34 **Web Site.** "Web Site" means the Web Site prototype provided by T2, and subsequently customized at Subscriber's request.

Section 13.35 **Web Site Fee.** The "Web Site Fee" for the Web Site is identified in the *Quote*.

Section 13.36 **Wrap-Up Period.** "Wrap-Up Period" shall have the meaning set forth in *Quote*

Article 14. MISCELLANEOUS

Section 14.1 **Escrow of Source Code.** T2 entered into a source code escrow agreement with Lincoln Parry Software, Inc. (the "**Escrow Agreement**") providing for the deposit of the source code programs for the executable version of the Software into an escrow account. The Escrow Agreement further provides, subject to the terms and conditions for which Subscriber agrees to be bound, that the escrow agent may release the source code to Subscriber upon the occurrence of one of the release event(s) specified therein. T2 will provide a copy of the Escrow Agreement to the Subscriber upon request. The Escrow Agreement provides that the Trustee shall deliver a copy of the source code to the Subscriber only if the Subscriber has satisfied the procedures and conditions set forth in the Escrow Agreement, including, the execution of the Non-Disclosure Covenant attached thereto. Upon release of the source code, the Subscriber is authorized to copy,

modify, and create derivative works based on the source code for the sole purpose of debugging and maintaining the Software. The Subscriber shall remain entitled to keep a copy of the source code so long as the Subscriber continues to pay the Subscription Fee under this Agreement. Also, Subscriber shall pay to T2, within fifteen (15) days of receipt of invoice, the annual administrative fee of Lincoln Parry Software, Inc. Subscriber shall remain obligated to pay T2 the Subscription Fee notwithstanding the release of the source code for the Software from the escrow.

Section 14.2 **Notices.** Any notices or other communications required or permitted to be given or delivered under the Agreement shall be in writing and shall be delivered to T2 at its address specified on its web site or to Subscriber at its address specified in the *Quote* or to such other address as either party may, from time to time, designate to the other in writing. All notices to T2 shall be to the attention of the CEO of T2. Any notice given shall be deemed to have been received on the date on which it is delivered personally, by courier service or by facsimile or, if mailed, on the third business day next following the mailing thereof.

Section 14.3 **No Partnership.** Nothing in this Agreement shall be deemed to create a partnership, joint venture or agency relationship.

Section 14.4 **Survival.** The provisions of Section 1.4, Section 3.9, Section 3.10, Section 6.3, Section 6.5, Section 7.4, Section 7.6, Article 8, Article 10, Article 11, Article 12, Section 14.4 and Section 14.6, and all obligations of Subscriber to pay or reimburse T2 for any amounts arising under this Agreement, shall survive any termination of either this Agreement or the non-exclusive subscription granted hereunder.

Section 14.5 **Publicity.** Subscriber agrees that T2 may identify Subscriber as a customer in the customer lists or other similar communications. T2 agrees not to use Subscriber's name in any other public releases or in any case histories except with Subscriber's prior consent which Subscriber agrees not to unreasonably withhold or delay.

Section 14.6 **Governing Law.** Regardless of the place of execution, delivery, performance or any other aspect of this Agreement, this Agreement and all of the rights of the parties under this Agreement shall be governed by, construed under and enforced in accordance with the substantive law of the United States of America and of the State of Indiana without regard to conflict of laws principles.

Section 14.7 **Severability.** If any provision in the Agreement shall be held to be in contravention of applicable law, the Agreement shall be construed as if that provision were not a part thereof and in all other respects the terms of the Agreement shall remain in full force and effect.

Section 14.8 **No Waiver.** No waiver of any covenant or condition or the breach of any covenant or condition of the Agreement shall be deemed to constitute a waiver of any subsequent breach of the covenant or condition nor justify or authorize a non-observance upon any occasion of that covenant or condition or any other covenant or condition of the Agreement.

Section 14.9 **Entire Agreement.** The Agreement (consisting of this Software Subscription Agreement and the *Quote*) constitutes the entire agreement between the parties hereto with regard to the Software, any Hosting Services, any Development Services, and any support of the Software.

Section 14.10 **Additional Work.** If Subscriber requires additional work and/or integrations not included in this Agreement and attached Quote, T2 and Subscriber shall negotiate the additional work, mutually agree on the scope and compensation, and document the terms in either a separate Agreement or an amendment to this Agreement per the purchasing requirements of the Subscriber.

Section 14.11 **Piggyback Cooperative Purchasing.** Subscriber agrees to allow this contract to be used for purposes of piggyback purchasing. Under piggyback purchasing, Subscriber and T2 agree to open the contract for the use of other public or state agencies with the stipulation the other state agencies will be offered the same prices, terms, and conditions as that of Subscriber. The contract is mandatory for Subscriber and optional for all other state agencies.

Section 14.12 **Arbitration.** Except for actions to protect Proprietary Rights and to enforce an arbitrator's decision hereunder, all disputes, controversies, or claims arising out of or relating to this Agreement or a breach thereof shall be submitted to and finally resolved by arbitration under the rules of the American Arbitration Association ("AAA") then in effect. There shall be one arbitrator, and such arbitrator shall be chosen by mutual agreement of the parties in accordance with AAA rules. The arbitration shall take place in Indianapolis, Indiana. The arbitrator shall apply the laws of the State of Indiana to all issues in dispute. The findings of the arbitrator shall be final and binding on the parties, and may be entered in any court of competent jurisdiction for enforcement. Legal fees shall be awarded to the prevailing party in the arbitration.

IN WITNESS WHEREOF, the parties have caused this Agreement to be duly executed as of the Effective Date.

T2 Systems, Inc.   Subscriber

By:_____   **By:**_____

Name:_____   **Name:**_____

Title:_____   **Title:**_____

<center>**EXHIBIT: PCI AND PA DSS COMPLIANCE**</center>

I. DEFINITIONS

A **Self Hosted Subscriber**'s instance of T2 Flex and the T2 Credit Card Solution is installed entirely on the Subscriber's site(s). A **T2 Hosted Subscriber**'s instance of T2 Flex and the hosted components of the T2 Systems Credit Card Solution are installed and run in the T2 Hosting Environment. A T2 Hosted Subscriber has both hosted and Non-Hosted Components.

The **Standard Network** is part of the T2 Hosting Environment and contains T2 Flex servers, T2 e-Business Solutions Servers, and other equipment. T2 Hosted Subscribers who do not process payments through the Hosting Environment use only the Standard Network. The Standard Network uses standard, commercially reasonable security practices to control and protect the transmission of data to and from the Hosting Environment.

The **Payment Network** is part of the T2 Hosting Environment and is used solely for payment processing. T2 Hosted Subscribers who process payments through the Hosting Environment use the Standard Network for routine Flex T2 e-Business Solutions operational processes and the Payment Network for payment processing. The Payment Network is secured to the Payment Card Industry Data Security Standard (PCI DSS) . T2 Systems is responsible for maintaining PCI DSS compliance of the T2 Hosting Environment Payment Network.

Non-Hosted Components are considered to be any software components of T2 Flex, T2 e-Business Solutions, and/or the T2 Systems Credit Card Solution installed on hardware located at the Subscriber site(s) and any hardware located at the Subscriber site(s). Non-Hosted Components are not part of the T2 Hosting Environment, the Standard Network, or the Payment Network, and are not the responsibility of T2 Systems.

The **T2 Hosting Environment** includes the T2 servers, networking equipment, and related devices located at T2's data center, and the software and data that reside on that equipment. There are two networks within the T2 Hosting Environment: Standard and Payment.

II. T2 SYSTEMS RESPONSIBILITIES

T2 Systems shall provide Payment Card Industry Payment Application Data Security Standard (PCI PA-DSS) validated software for processing credit card payments (T2 Systems Credit Card Solution), including a PA-DSS Implementation Guide containing guidelines for installing and configuring the T2 Systems Credit Card Solution to support Payment Card Industry Data Security Standard (PCI DSS) compliance. T2 Systems shall maintain the PCI PA-DSS validation of the T2 Systems Credit Card Solution its PA-DSS Implementation Guide.

> **Note:** Use of PCI PA-DSS validated software and its PA-DSS Implementation Guide does not guarantee merchant's PCI DSS compliance. For complete and current PCI DSS requirements, Subscribers should reference the Payment Card Industry Security Standards Council™ (PCI SSC) website at www.pcisecuritystandards.org.

For both the Standard and Payment Networks, T2 is responsible for the security of the data once it is inside the Hosting Environment and for using commercially reasonable data security practices to control and protect the transmission of data to and from the Hosting Environment.

T2 Systems shall maintain the Payment Network in a validated PCI DSS compliant environment, including use of PCI PA-DSS validated software for processing credit card payments, the T2 Systems Credit Card Solution, configured as directed by its PA-DSS Implementation Guide.

III. SUBSCRIBER RESPONSIBILITIES

Subscribers are responsible for providing and maintaining a Payment Card Industry Data Security Standard (PCI DSS) compliant environment at their site(s) in which components of the T2 Systems Credit Card Solution may be installed, and for validation of that environment as required by their payment gateway, merchant bank, payment brand, or other entity with which the Subscriber is contracted to process payments.

The Subscriber is responsible for configuring T2 Systems Credit Card Solution according to the PA-DSS Implementation Guide.

Once the T2 Systems Credit Card Solution has been implemented at the Subscriber site(s), Subscribers are responsible for maintaining Non-Hosted Components of the T2 Systems Credit Card Solution, including implementation in a timely manner of any updates to the T2 Systems Credit Card Solution software and/or PA-DSS Implementation Guide provided by T2 Systems.

Please note: Acceptance of a given payment application by the PCI Security Standards Council, LLC (PCI SSC) only applies to the specific version of that payment application that was reviewed by a PA-QSA and subsequently accepted by PCI SSC (the "Accepted Version"). If any aspect of a payment application or version thereof is different from that which was reviewed by the PA-QSA and accepted by PCI SSC – even if the different payment application or version (the "Alternate Version") conforms to the basic product description of the Accepted Version – then the Alternate Version should not be considered accepted by PCI SSC, nor promoted as accepted by PCI SSC.

No vendor or other third party may refer to a payment application as "PCI Approved" or "PCI SSC Approved", and no vendor or other third party may otherwise state or imply that PCI SSC has, in whole or part, accepted or approved any aspect of a vendor or its services or payment applications, except to the extent and subject to the terms and restrictions expressly set forth in a written agreement with PCI SSC, or in a PA-DSS letter of acceptance provided by PCI SSC. All other references to PCI SSC's approval or acceptance of a payment application or version thereof are strictly and actively prohibited by PCI SSC.

When granted, PCI SSC acceptance is provided to ensure certain security and operational characteristics important to the achievement of PCI SSC's goals, but such acceptance does not under any circumstances include or imply any endorsement or warranty regarding the payment application vendor or the functionality, quality, or performance of the payment application or any other product or service. PCI SSC does not warrant any products or services provided by third parties. PCI SSC acceptance does not, under any circumstances, include or imply any product warranties from PCI SSC, including, without limitation, any implied

warranties of merchantability, fitness for purpose or noninfringement, all of which are expressly disclaimed by PCI SSC. All rights and remedies regarding products and services that have received acceptance from PCI SSC, shall be provided by the party providing such products or services, and not by PCI SSC or any payment brands.

IV. NEWLY DISCOVERED SECURITY VULNERABILITIES

T2 Systems shall provide notice to the Subscriber of any newly discovered security vulnerabilities in the T2 Systems Credit Card Solution and, for T2 Hosted Subscribers, in the T2 Hosting Environment Payment Network, and provide network security updates, software updates, and/or updates to the PA-DSS Implementation Guide to remedy those vulnerabilities as soon as is reasonable and practical following discovery of the vulnerability.

T2 Systems is not responsible for providing notice to T2 Subscribers regarding security vulnerabilities in non-T2 software or hardware that do not require changes to the T2 Systems Credit Card Solution, the T2 Systems Credit Card Solution PA-DSS Implementation Guide, and/or the T2 Hosting Environment Payment Network that do not affect configuration of hosted or Non-Hosted Components.

For Non-Hosted Components, Subscribers are responsible for installing software updates provided by T2 Systems to remedy any newly discovered security vulnerabilities in the T2 Systems Credit Card Solution and for making any changes identified in updates to the PA-DSS Implementation Guide as soon as is reasonable and practical.

Subscribers are responsible for notifying T2 Systems as soon as is reasonable and practical should the Subscriber discover a security vulnerability in or related to the T2 Hosting Environment Payment Network (T2 Hosted Subscribers only), the T2 Systems Credit Card Solution, and/or the T2 Systems Credit Card Solution PA-DSS Implementation Guide.

V. INFORMATION SECURITY BREACH

Subscribers are responsible for notifying T2 Systems should an information security breach of or relating to the T2 Systems Credit Card Solution and/or T2 Systems Hosting Environment Payment Network (T2 Hosted Subscribers only) occur as soon as law enforcement and contractual obligations to other payment entities require and/or allow. T2 Hosted Subscribers shall follow the instructions in the most recent version of the T2 Hosting Environment Hosted Subscriber Security Incident Response Plan. The Plan will be e-mailed to T2 Hosted Subscribers annually or as it is updated.

T2 Systems shall notify Subscribers of any security breach of or relating to the T2 Systems Credit Card Solution and/or T2 Systems Hosting Environment Payment Network as soon as law enforcement and contractual obligations to other Subscribers and payment entities require and/or allow. Notification of T2 Hosting Environment breaches not related to a security vulnerability in the T2 Systems Credit Card Solution may be made to T2 Hosted Subscribers only.

T2 Systems shall cooperate with law enforcement and assist with the investigation of any security breach of or relating to the T2 Systems Credit Card Solution and/or T2 Systems Hosting Environment Payment Network.

VI. TERMINATION OF SERVICES (T2 HOSTED SUBSCRIBERS ONLY)

T2 Hosted Subscribers

- who persist in material deviations from the PA-DSS Implementation Guide not approved by the T2 Systems Chief Information Officer, or

- who persist in material non-PCI DSS compliant security practices, or

- who fail to implement updates to the T2 Systems Credit Card Solution software and/or PA-DSS Implementation Guide in a timely manner, or

- who fail to report a security breach as required by the T2 Hosting Environment Hosted Subscriber Security Incident Response Plan, or

- whose operation is deemed by T2 Systems to be a material risk to the security of the T2 Hosting Environment,

may be disconnected from the T2 Hosting Environment Payment Network or the T2 Hosting Environment in its entirety at the discretion of the T2 Systems Chief Information Officer.