

**Solicitation Number: RFP #080321****CONTRACT**

This Contract is between Sourcewell, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 (Sourcewell) and T2 Systems, Incorporated, 8900 Keystone Crossing, Suite 700, Indianapolis, IN 46240 (Supplier).

Sourcewell is a State of Minnesota local government unit and service cooperative created under the laws of the State of Minnesota (Minnesota Statutes Section 123A.21) that offers cooperative procurement solutions to government entities. Participation is open to eligible federal, state/province, and municipal governmental entities, higher education, K-12 education, nonprofit, tribal government, and other public entities located in the United States and Canada. Sourcewell issued a public solicitation for Parking Management Systems with Related Equipment, Supplies, and Services from which Supplier was awarded a contract.

Supplier desires to contract with Sourcewell to provide equipment, products, or services to Sourcewell and the entities that access Sourcewell's cooperative purchasing contracts (Participating Entities).

1. TERM OF CONTRACT

- A. **EFFECTIVE DATE.** This Contract is effective upon the date of the final signature below.
- B. **EXPIRATION DATE AND EXTENSION.** This Contract expires October 7, 2025, unless it is cancelled sooner pursuant to Article 22. This Contract may be extended one additional year upon the request of Sourcewell and written agreement by Supplier.
- C. **SURVIVAL OF TERMS.** Notwithstanding any expiration or termination of this Contract, all payment obligations incurred prior to expiration or termination will survive, as will the following: Articles 11 through 14 survive the expiration or cancellation of this Contract. All rights will cease upon expiration or termination of this Contract.

2. EQUIPMENT, PRODUCTS, OR SERVICES

- A. **EQUIPMENT, PRODUCTS, OR SERVICES.** Supplier will provide the Equipment, Products, or Services as stated in its Proposal submitted under the Solicitation Number listed above.

Supplier's Equipment, Products, or Services Proposal (Proposal) is attached and incorporated into this Contract.

All Equipment and Products provided under this Contract must be new and the current model. Supplier may offer close-out or refurbished Equipment or Products if they are clearly indicated in Supplier's product and pricing list. Unless agreed to by the Participating Entities in advance, Equipment or Products must be delivered as operational to the Participating Entity's site.

This Contract offers an indefinite quantity of sales, and while substantial volume is anticipated, sales and sales volume are not guaranteed.

B. **WARRANTY.** Supplier warrants that all Equipment, Products, and Services furnished are free from liens and encumbrances, and are free from defects in design, materials, and workmanship. In addition, Supplier warrants the Equipment, Products, and Services are suitable for and will perform in accordance with the ordinary use for which they are intended. Supplier's dealers and distributors must agree to assist the Participating Entity in reaching a resolution in any dispute over warranty terms with the manufacturer. Any manufacturer's warranty that extends beyond the expiration of the Supplier's warranty will be passed on to the Participating Entity.

C. **DEALERS, DISTRIBUTORS, AND/OR RESELLERS.** Upon Contract execution and throughout the Contract term, Supplier must provide to Sourcewell a current means to validate or authenticate Supplier's authorized dealers, distributors, or resellers relative to the Equipment, Products, and Services offered under this Contract, which will be incorporated into this Contract by reference. It is the Supplier's responsibility to ensure Sourcewell receives the most current information.

3. PRICING

All Equipment, Products, or Services under this Contract will be priced at or below the price stated in Supplier's Proposal.

When providing pricing quotes to Participating Entities, all pricing quoted must reflect a Participating Entity's total cost of acquisition. This means that the quoted cost is for delivered Equipment, Products, and Services that are operational for their intended purpose, and includes all costs to the Participating Entity's requested delivery location.

Regardless of the payment method chosen by the Participating Entity, the total cost associated with any purchase option of the Equipment, Products, or Services must always be disclosed in the pricing quote to the applicable Participating Entity at the time of purchase.

A. **SHIPPING AND SHIPPING COSTS.** All delivered Equipment and Products must be properly packaged. Damaged Equipment and Products may be rejected. If the damage is not readily apparent at the time of delivery, Supplier must permit the Equipment and Products to be

returned within a reasonable time at no cost to Sourcewell or its Participating Entities. Participating Entities reserve the right to inspect the Equipment and Products at a reasonable time after delivery where circumstances or conditions prevent effective inspection of the Equipment and Products at the time of delivery. In the event of the delivery of nonconforming Equipment and Products, the Participating Entity will notify the Supplier as soon as possible and the Supplier will replace nonconforming Equipment and Products with conforming Equipment and Products that are acceptable to the Participating Entity.

Supplier must arrange for and pay for the return shipment on Equipment and Products that arrive in a defective or inoperable condition.

Sourcewell may declare the Supplier in breach of this Contract if the Supplier intentionally delivers substandard or inferior Equipment or Products.

B. SALES TAX. Each Participating Entity is responsible for supplying the Supplier with valid tax-exemption certification(s). When ordering, a Participating Entity must indicate if it is a tax-exempt entity.

C. HOT LIST PRICING. At any time during this Contract, Supplier may offer a specific selection of Equipment, Products, or Services at discounts greater than those listed in the Contract. When Supplier determines it will offer Hot List Pricing, it must be submitted electronically to Sourcewell in a line-item format. Equipment, Products, or Services may be added or removed from the Hot List at any time through a Sourcewell Price and Product Change Form as defined in Article 4 below.

Hot List program and pricing may also be used to discount and liquidate close-out and discontinued Equipment and Products as long as those close-out and discontinued items are clearly identified as such. Current ordering process and administrative fees apply. Hot List Pricing must be published and made available to all Participating Entities.

4. PRODUCT AND PRICING CHANGE REQUESTS

Supplier may request Equipment, Product, or Service changes, additions, or deletions at any time. All requests must be made in writing by submitting a signed Sourcewell Price and Product Change Request Form to the assigned Sourcewell Supplier Development Administrator. This approved form is available from the assigned Sourcewell Supplier Development Administrator. At a minimum, the request must:

- Identify the applicable Sourcewell contract number;
- Clearly specify the requested change;
- Provide sufficient detail to justify the requested change;

- Individually list all Equipment, Products, or Services affected by the requested change, along with the requested change (e.g., addition, deletion, price change); and
- Include a complete restatement of pricing documentation in Microsoft Excel with the effective date of the modified pricing, or product addition or deletion. The new pricing restatement must include all Equipment, Products, and Services offered, even for those items where pricing remains unchanged.

A fully executed Sourcewell Price and Product Change Request Form will become an amendment to this Contract and will be incorporated by reference.

5. PARTICIPATION, CONTRACT ACCESS, AND PARTICIPATING ENTITY REQUIREMENTS

A. PARTICIPATION. Sourcewell's cooperative contracts are available and open to public and nonprofit entities across the United States and Canada; such as federal, state/province, municipal, K-12 and higher education, tribal government, and other public entities.

The benefits of this Contract should be available to all Participating Entities that can legally access the Equipment, Products, or Services under this Contract. A Participating Entity's authority to access this Contract is determined through its cooperative purchasing, interlocal, or joint powers laws. Any entity accessing benefits of this Contract will be considered a Service Member of Sourcewell during such time of access. Supplier understands that a Participating Entity's use of this Contract is at the Participating Entity's sole convenience and Participating Entities reserve the right to obtain like Equipment, Products, or Services from any other source.

Supplier is responsible for familiarizing its sales and service forces with Sourcewell contract use eligibility requirements and documentation and will encourage potential participating entities to join Sourcewell. Sourcewell reserves the right to add and remove Participating Entities to its roster during the term of this Contract.

B. PUBLIC FACILITIES. Supplier's employees may be required to perform work at government-owned facilities, including schools. Supplier's employees and agents must conduct themselves in a professional manner while on the premises, and in accordance with Participating Entity policies and procedures, and all applicable laws.

6. PARTICIPATING ENTITY USE AND PURCHASING

A. ORDERS AND PAYMENT. To access the contracted Equipment, Products, or Services under this Contract, a Participating Entity must clearly indicate to Supplier that it intends to access this Contract; however, order flow and procedure will be developed jointly between Sourcewell and Supplier. Typically, a Participating Entity will issue an order directly to Supplier or its authorized subsidiary, distributor, dealer, or reseller. If a Participating Entity issues a purchase order, it may use its own forms, but the purchase order should clearly note the applicable Sourcewell

contract number. All Participating Entity orders under this Contract must be issued prior to expiration or cancellation of this Contract; however, Supplier performance, Participating Entity payment obligations, and any applicable warranty periods or other Supplier or Participating Entity obligations may extend beyond the term of this Contract.

Supplier's acceptable forms of payment are included in its attached Proposal. Participating Entities will be solely responsible for payment and Sourcewell will have no liability for any unpaid invoice of any Participating Entity.

B. ADDITIONAL TERMS AND CONDITIONS/PARTICIPATING ADDENDUM. Additional terms and conditions to a purchase order, or other required transaction documentation, may be negotiated between a Participating Entity and Supplier, such as job or industry-specific requirements, legal requirements (e.g., affirmative action or immigration status requirements), or specific local policy requirements. Some Participating Entities may require the use of a Participating Addendum; the terms of which will be negotiated directly between the Participating Entity and the Supplier. Any negotiated additional terms and conditions must never be less favorable to the Participating Entity than what is contained in this Contract.

C. SPECIALIZED SERVICE REQUIREMENTS. In the event that the Participating Entity requires service or specialized performance requirements not addressed in this Contract (such as e-commerce specifications, specialized delivery requirements, or other specifications and requirements), the Participating Entity and the Supplier may enter into a separate, standalone agreement, apart from this Contract. Sourcewell, including its agents and employees, will not be made a party to a claim for breach of such agreement.

D. TERMINATION OF ORDERS. Participating Entities may terminate an order, in whole or in part, immediately upon notice to Supplier in the event of any of the following events:

1. The Participating Entity fails to receive funding or appropriation from its governing body at levels sufficient to pay for the equipment, products, or services to be purchased; or
2. Federal, state, or provincial laws or regulations prohibit the purchase or change the Participating Entity's requirements.

E. GOVERNING LAW AND VENUE. The governing law and venue for any action related to a Participating Entity's order will be determined by the Participating Entity making the purchase.

7. CUSTOMER SERVICE

A. PRIMARY ACCOUNT REPRESENTATIVE. Supplier will assign an Account Representative to Sourcewell for this Contract and must provide prompt notice to Sourcewell if that person is changed. The Account Representative will be responsible for:

- Maintenance and management of this Contract;
- Timely response to all Sourcewell and Participating Entity inquiries; and
- Business reviews to Sourcewell and Participating Entities, if applicable.

B. BUSINESS REVIEWS. Supplier must perform a minimum of one business review with Sourcewell per contract year. The business review will cover sales to Participating Entities, pricing and contract terms, administrative fees, sales data reports, supply issues, customer issues, and any other necessary information.

8. REPORT ON CONTRACT SALES ACTIVITY AND ADMINISTRATIVE FEE PAYMENT

A. CONTRACT SALES ACTIVITY REPORT. Each calendar quarter, Supplier must provide a contract sales activity report (Report) to the Sourcewell Supplier Development Administrator assigned to this Contract. Reports are due no later than 45 days after the end of each calendar quarter. A Report must be provided regardless of the number or amount of sales during that quarter (i.e., if there are no sales, Supplier must submit a report indicating no sales were made).

The Report must contain the following fields:

- Participating Entity Name (e.g., City of Staples Highway Department);
- Participating Entity Physical Street Address;
- Participating Entity City;
- Participating Entity State/Province;
- Participating Entity Zip/Postal Code;
- Participating Entity Contact Name;
- Participating Entity Contact Email Address;
- Participating Entity Contact Telephone Number;
- Sourcewell Assigned Entity/Participating Entity Number;
- Item Purchased Description;
- Item Purchased Price;
- Sourcewell Administrative Fee Applied; and
- Date Purchase was invoiced/sale was recognized as revenue by Supplier.

B. ADMINISTRATIVE FEE. In consideration for the support and services provided by Sourcewell, the Supplier will pay an administrative fee to Sourcewell on all Equipment, Products, and Services provided to Participating Entities. The Administrative Fee must be included in, and not added to, the pricing. Supplier may not charge Participating Entities more than the contracted price to offset the Administrative Fee.

The Supplier will submit payment to Sourcewell for the percentage of administrative fee stated in the Proposal multiplied by the total sales of all Equipment, Products, and Services purchased

by Participating Entities under this Contract during each calendar quarter. Payments should note the Supplier's name and Sourcewell-assigned contract number in the memo; and must be mailed to the address above "Attn: Accounts Receivable" or remitted electronically to Sourcewell's banking institution per Sourcewell's Finance department instructions. Payments must be received no later than 45 calendar days after the end of each calendar quarter.

Supplier agrees to cooperate with Sourcewell in auditing transactions under this Contract to ensure that the administrative fee is paid on all items purchased under this Contract.

In the event the Supplier is delinquent in any undisputed administrative fees, Sourcewell reserves the right to cancel this Contract and reject any proposal submitted by the Supplier in any subsequent solicitation. In the event this Contract is cancelled by either party prior to the Contract's expiration date, the administrative fee payment will be due no more than 30 days from the cancellation date.

9. AUTHORIZED REPRESENTATIVE

Sourcewell's Authorized Representative is its Chief Procurement Officer.

Supplier's Authorized Representative is the person named in the Supplier's Proposal. If Supplier's Authorized Representative changes at any time during this Contract, Supplier must promptly notify Sourcewell in writing.

10. AUDIT, ASSIGNMENT, AMENDMENTS, WAIVER, AND CONTRACT COMPLETE

A. **AUDIT.** Pursuant to Minnesota Statutes Section 16C.05, subdivision 5, the books, records, documents, and accounting procedures and practices relevant to this Agreement are subject to examination by Sourcewell or the Minnesota State Auditor for a minimum of six years from the end of this Contract. This clause extends to Participating Entities as it relates to business conducted by that Participating Entity under this Contract.

B. **ASSIGNMENT.** Neither party may assign or otherwise transfer its rights or obligations under this Contract without the prior written consent of the other party and a fully executed assignment agreement. Such consent will not be unreasonably withheld. Any prohibited assignment will be invalid.

C. **AMENDMENTS.** Any amendment to this Contract must be in writing and will not be effective until it has been duly executed by the parties.

D. **WAIVER.** Failure by either party to take action or assert any right under this Contract will not be deemed a waiver of such right in the event of the continuation or repetition of the circumstances giving rise to such right. Any such waiver must be in writing and signed by the parties.

E. **CONTRACT COMPLETE.** This Contract represents the complete agreement between the parties. No other understanding regarding this Contract, whether written or oral, may be used to bind either party. For any conflict between the attached Proposal and the terms set out in Articles 1-22 of this Contract, the terms of Articles 1-22 will govern.

F. **RELATIONSHIP OF THE PARTIES.** The relationship of the parties is one of independent contractors, each free to exercise judgment and discretion with regard to the conduct of their respective businesses. This Contract does not create a partnership, joint venture, or any other relationship such as master-servant, or principal-agent.

11. INDEMNITY AND HOLD HARMLESS

Supplier must indemnify, defend, save, and hold Sourcewell and its Participating Entities, including their agents and employees, harmless from any claims or causes of action, including attorneys' fees incurred by Sourcewell or its Participating Entities, arising out of any act or omission in the performance of this Contract by the Supplier or its agents or employees; this indemnification includes injury or death to person(s) or property alleged to have been caused by some defect in the Equipment, Products, or Services under this Contract to the extent the Equipment, Product, or Service has been used according to its specifications. Sourcewell's responsibility will be governed by the State of Minnesota's Tort Liability Act (Minnesota Statutes Chapter 466) and other applicable law.

12. GOVERNMENT DATA PRACTICES

Supplier and Sourcewell must comply with the Minnesota Government Data Practices Act, Minnesota Statutes Chapter 13, as it applies to all data provided by or provided to Sourcewell under this Contract and as it applies to all data created, collected, received, stored, used, maintained, or disseminated by the Supplier under this Contract.

13. INTELLECTUAL PROPERTY, PUBLICITY, MARKETING, AND ENDORSEMENT

A. INTELLECTUAL PROPERTY

1. *Grant of License.* During the term of this Contract:
 - a. Sourcewell grants to Supplier a royalty-free, worldwide, non-exclusive right and license to use the trademark(s) provided to Supplier by Sourcewell in advertising and promotional materials for the purpose of marketing Sourcewell's relationship with Supplier.
 - b. Supplier grants to Sourcewell a royalty-free, worldwide, non-exclusive right and license to use Supplier's trademarks in advertising and promotional materials for the purpose of marketing Supplier's relationship with Sourcewell.
2. *Limited Right of Sublicense.* The right and license granted herein includes a limited right of each party to grant sublicenses to their respective subsidiaries, distributors, dealers,

resellers, marketing representatives, and agents (collectively “Permitted Sublicensees”) in advertising and promotional materials for the purpose of marketing the Parties’ relationship to Participating Entities. Any sublicense granted will be subject to the terms and conditions of this Article. Each party will be responsible for any breach of this Article by any of their respective sublicensees.

3. *Use; Quality Control.*

- a. Neither party may alter the other party’s trademarks from the form provided and must comply with removal requests as to specific uses of its trademarks or logos.
- b. Each party agrees to use, and to cause its Permitted Sublicensees to use, the other party’s trademarks only in good faith and in a dignified manner consistent with such party’s use of the trademarks. Upon written notice to the breaching party, the breaching party has 30 days of the date of the written notice to cure the breach or the license will be terminated.

4. As applicable, Supplier agrees to indemnify and hold harmless Sourcewell and its Participating Entities against any and all suits, claims, judgments, and costs instituted or recovered against Sourcewell or Participating Entities by any person on account of the use of any Equipment or Products by Sourcewell or its Participating Entities supplied by Supplier in violation of applicable patent or copyright laws.

5. *Termination.* Upon the termination of this Contract for any reason, each party, including Permitted Sublicensees, will have 30 days to remove all Trademarks from signage, websites, and the like bearing the other party’s name or logo (excepting Sourcewell’s pre-printed catalog of suppliers which may be used until the next printing). Supplier must return all marketing and promotional materials, including signage, provided by Sourcewell, or dispose of it according to Sourcewell’s written directions.

B. PUBLICITY. Any publicity regarding the subject matter of this Contract must not be released without prior written approval from the Authorized Representatives. Publicity includes notices, informational pamphlets, press releases, research, reports, signs, and similar public notices prepared by or for the Supplier individually or jointly with others, or any subcontractors, with respect to the program, publications, or services provided resulting from this Contract.

C. MARKETING. Any direct advertising, marketing, or offers with Participating Entities must be approved by Sourcewell. Send all approval requests to the Sourcewell Supplier Development Administrator assigned to this Contract.

D. ENDORSEMENT. The Supplier must not claim that Sourcewell endorses its Equipment, Products, or Services.

14. GOVERNING LAW, JURISDICTION, AND VENUE

The substantive and procedural laws of the State of Minnesota will govern this Contract. Venue for all legal proceedings arising out of this Contract, or its breach, must be in the appropriate state court in Todd County, Minnesota or federal court in Fergus Falls, Minnesota.

15. FORCE MAJEURE

Neither party to this Contract will be held responsible for delay or default caused by acts of God or other conditions that are beyond that party's reasonable control. A party defaulting under this provision must provide the other party prompt written notice of the default.

16. SEVERABILITY

If any provision of this Contract is found by a court of competent jurisdiction to be illegal, unenforceable, or void then both parties will be relieved from all obligations arising from that provision. If the remainder of this Contract is capable of being performed, it will not be affected by such determination or finding and must be fully performed.

17. PERFORMANCE, DEFAULT, AND REMEDIES

A. **PERFORMANCE.** During the term of this Contract, the parties will monitor performance and address unresolved contract issues as follows:

1. *Notification.* The parties must promptly notify each other of any known dispute and work in good faith to resolve such dispute within a reasonable period of time. If necessary, Sourcewell and the Supplier will jointly develop a short briefing document that describes the issue(s), relevant impact, and positions of both parties.
2. *Escalation.* If parties are unable to resolve the issue in a timely manner, as specified above, either Sourcewell or Supplier may escalate the resolution of the issue to a higher level of management. The Supplier will have 30 calendar days to cure an outstanding issue.
3. *Performance while Dispute is Pending.* Notwithstanding the existence of a dispute, the Supplier must continue without delay to carry out all of its responsibilities under the Contract that are not affected by the dispute. If the Supplier fails to continue without delay to perform its responsibilities under the Contract, in the accomplishment of all undisputed work, the Supplier will bear any additional costs incurred by Sourcewell and/or its Participating Entities as a result of such failure to proceed.

B. **DEFAULT AND REMEDIES.** Either of the following constitutes cause to declare this Contract, or any Participating Entity order under this Contract, in default:

1. Nonperformance of contractual requirements, or
2. A material breach of any term or condition of this Contract.

The party claiming default must provide written notice of the default, with 30 calendar days to cure the default. Time allowed for cure will not diminish or eliminate any liability for liquidated or other damages. If the default remains after the opportunity for cure, the non-defaulting party may:

- Exercise any remedy provided by law or equity, or
- Terminate the Contract or any portion thereof, including any orders issued against the Contract.

18. INSURANCE

A. REQUIREMENTS. At its own expense, Supplier must maintain insurance policy(ies) in effect at all times during the performance of this Contract with insurance company(ies) licensed or authorized to do business in the State of Minnesota having an "AM BEST" rating of A- or better, with coverage and limits of insurance not less than the following:

1. *Workers' Compensation and Employer's Liability.*

Workers' Compensation: As required by any applicable law or regulation.

Employer's Liability Insurance: must be provided in amounts not less than listed below:

Minimum limits:

\$500,000 each accident for bodily injury by accident

\$500,000 policy limit for bodily injury by disease

\$500,000 each employee for bodily injury by disease

2. *Commercial General Liability Insurance.* Supplier will maintain insurance covering its operations, with coverage on an occurrence basis, and must be subject to terms no less broad than the Insurance Services Office ("ISO") Commercial General Liability Form CG0001 (2001 or newer edition), or equivalent. At a minimum, coverage must include liability arising from premises, operations, bodily injury and property damage, independent contractors, products-completed operations including construction defect, contractual liability, blanket contractual liability, and personal injury and advertising injury. All required limits, terms and conditions of coverage must be maintained during the term of this Contract.

Minimum Limits:

\$1,000,000 each occurrence Bodily Injury and Property Damage

\$1,000,000 Personal and Advertising Injury

\$2,000,000 aggregate for Products-Completed operations

\$2,000,000 general aggregate

3. *Commercial Automobile Liability Insurance.* During the term of this Contract, Supplier will maintain insurance covering all owned, hired, and non-owned automobiles in limits of liability not less than indicated below. The coverage must be subject to terms

no less broad than ISO Business Auto Coverage Form CA 0001 (2010 edition or newer), or equivalent.

Minimum Limits:

\$1,000,000 each accident, combined single limit

4. *Umbrella Insurance*. During the term of this Contract, Supplier will maintain umbrella coverage over Employer's Liability, Commercial General Liability, and Commercial Automobile.

Minimum Limits:

\$2,000,000

5. *Network Security and Privacy Liability Insurance*. During the term of this Contract, Supplier will maintain coverage for network security and privacy liability. The coverage may be endorsed on another form of liability coverage or written on a standalone policy. The insurance must cover claims which may arise from failure of Supplier's security resulting in, but not limited to, computer attacks, unauthorized access, disclosure of not public data – including but not limited to, confidential or private information, transmission of a computer virus, or denial of service.

Minimum limits:

\$2,000,000 per occurrence

\$2,000,000 annual aggregate

Failure of Supplier to maintain the required insurance will constitute a material breach entitling Sourcewell to immediately terminate this Contract for default.

B. CERTIFICATES OF INSURANCE. Prior to commencing under this Contract, Supplier must furnish to Sourcewell a certificate of insurance, as evidence of the insurance required under this Contract. Prior to expiration of the policy(ies), renewal certificates must be mailed to Sourcewell, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 or sent to the Sourcewell Supplier Development Administrator assigned to this Contract. The certificates must be signed by a person authorized by the insurer(s) to bind coverage on their behalf.

Failure to request certificates of insurance by Sourcewell, or failure of Supplier to provide certificates of insurance, in no way limits or relieves Supplier of its duties and responsibilities in this Contract.

C. ADDITIONAL INSURED ENDORSEMENT AND PRIMARY AND NON-CONTRIBUTORY INSURANCE CLAUSE. Supplier agrees to list Sourcewell and its Participating Entities, including their officers, agents, and employees, as an additional insured under the Supplier's commercial general liability insurance policy with respect to liability arising out of activities, "operations," or "work" performed by or on behalf of Supplier, and products and completed operations of Supplier. The policy provision(s) or endorsement(s) must further provide that coverage is

primary and not excess over or contributory with any other valid, applicable, and collectible insurance or self-insurance in force for the additional insureds.

D. **WAIVER OF SUBROGATION.** Supplier waives and must require (by endorsement or otherwise) all its insurers to waive subrogation rights against Sourcewell and other additional insureds for losses paid under the insurance policies required by this Contract, except for Network Security and Privacy Liability Insurance, or other insurance applicable to the Supplier or its subcontractors. The waiver must apply to all deductibles and/or self-insured retentions applicable to the required or any other insurance maintained by the Supplier or its subcontractors. Where permitted by law, Supplier must require similar written express waivers of subrogation and insurance clauses from each of its subcontractors.

E. **UMBRELLA/EXCESS LIABILITY/SELF-INSURED RETENTION.** The limits required by this Contract can be met by either providing a primary policy or in combination with umbrella/excess liability policy(ies), or self-insured retention.

19. COMPLIANCE

A. **LAWS AND REGULATIONS.** All Equipment, Products, or Services provided under this Contract must comply fully with applicable federal laws and regulations, and with the laws in the states and provinces in which the Equipment, Products, or Services are sold.

B. **LICENSES.** Supplier must maintain a valid and current status on all required federal, state/provincial, and local licenses, bonds, and permits required for the operation of the business that the Supplier conducts with Sourcewell and Participating Entities.

20. BANKRUPTCY, DEBARMENT, OR SUSPENSION CERTIFICATION

Supplier certifies and warrants that it is not in bankruptcy or that it has previously disclosed in writing certain information to Sourcewell related to bankruptcy actions. If at any time during this Contract Supplier declares bankruptcy, Supplier must immediately notify Sourcewell in writing.

Supplier certifies and warrants that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from programs operated by the State of Minnesota; the United States federal government or the Canadian government, as applicable; or any Participating Entity. Supplier certifies and warrants that neither it nor its principals have been convicted of a criminal offense related to the subject matter of this Contract. Supplier further warrants that it will provide immediate written notice to Sourcewell if this certification changes at any time.

21. PROVISIONS FOR NON-UNITED STATES FEDERAL ENTITY PROCUREMENTS UNDER UNITED STATES FEDERAL AWARDS OR OTHER AWARDS

Participating Entities that use United States federal grant or FEMA funds to purchase goods or services from this Contract may be subject to additional requirements including the procurement standards of the Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards, 2 C.F.R. § 200. Participating Entities may have additional requirements based on specific funding source terms or conditions. Within this Article, all references to “federal” should be interpreted to mean the United States federal government. The following list only applies when a Participating Entity accesses Supplier’s Equipment, Products, or Services with United States federal funds.

A. **EQUAL EMPLOYMENT OPPORTUNITY.** Except as otherwise provided under 41 C.F.R. § 60, all contracts that meet the definition of “federally assisted construction contract” in 41 C.F.R. § 60-1.3 must include the equal opportunity clause provided under 41 C.F.R. §60-1.4(b), in accordance with Executive Order 11246, “Equal Employment Opportunity” (30 FR 12319, 12935, 3 C.F.R. §, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, “Amending Executive Order 11246 Relating to Equal Employment Opportunity,” and implementing regulations at 41 C.F.R. § 60, “Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor.” The equal opportunity clause is incorporated herein by reference.

B. **DAVIS-BACON ACT, AS AMENDED (40 U.S.C. § 3141-3148).** When required by federal program legislation, all prime construction contracts in excess of \$2,000 awarded by non-federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. § 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 C.F.R. § 5, “Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction”). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-federal entity must if applicable place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-federal entity must report all suspected or reported violations to the federal awarding agency. The contracts must also include a provision for compliance with the Copeland “Anti-Kickback” Act (40 U.S.C. § 3145), as supplemented by Department of Labor regulations (29 C.F.R. § 3, “Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States”). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-federal entity must report

all suspected or reported violations to the federal awarding agency. Supplier must be in compliance with all applicable Davis-Bacon Act provisions.

C. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT (40 U.S.C. § 3701-3708). Where applicable, all contracts awarded by the non-federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. §§ 3702 and 3704, as supplemented by Department of Labor regulations (29 C.F.R. § 5). Under 40 U.S.C. § 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. § 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence. This provision is hereby incorporated by reference into this Contract. Supplier certifies that during the term of an award for all contracts by Sourcewell resulting from this procurement process, Supplier must comply with applicable requirements as referenced above.

D. RIGHTS TO INVENTIONS MADE UNDER A CONTRACT OR AGREEMENT. If the federal award meets the definition of “funding agreement” under 37 C.F.R. § 401.2(a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that “funding agreement,” the recipient or subrecipient must comply with the requirements of 37 C.F.R. § 401, “Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements,” and any implementing regulations issued by the awarding agency. Supplier certifies that during the term of an award for all contracts by Sourcewell resulting from this procurement process, Supplier must comply with applicable requirements as referenced above.

E. CLEAN AIR ACT (42 U.S.C. § 7401-7671Q.) AND THE FEDERAL WATER POLLUTION CONTROL ACT (33 U.S.C. § 1251-1387). Contracts and subgrants of amounts in excess of \$150,000 require the non-federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. § 7401- 7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. § 1251- 1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA). Supplier certifies that during the term of this Contract will comply with applicable requirements as referenced above.

F. DEBARMENT AND SUSPENSION (EXECUTIVE ORDERS 12549 AND 12689). A contract award (see 2 C.F.R. § 180.220) must not be made to parties listed on the government wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 C.F.R.

§180 that implement Executive Orders 12549 (3 C.F.R. § 1986 Comp., p. 189) and 12689 (3 C.F.R. § 1989 Comp., p. 235), "Debarment and Suspension." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549. Supplier certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation by any federal department or agency.

G. BYRD ANTI-LOBBYING AMENDMENT, AS AMENDED (31 U.S.C. § 1352). Suppliers must file any required certifications. Suppliers must not have used federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Suppliers must disclose any lobbying with non-federal funds that takes place in connection with obtaining any federal award. Such disclosures are forwarded from tier to tier up to the non-federal award. Suppliers must file all certifications and disclosures required by, and otherwise comply with, the Byrd Anti-Lobbying Amendment (31 U.S.C. § 1352).

H. RECORD RETENTION REQUIREMENTS. To the extent applicable, Supplier must comply with the record retention requirements detailed in 2 C.F.R. § 200.333. The Supplier further certifies that it will retain all records as required by 2 C.F.R. § 200.333 for a period of 3 years after grantees or subgrantees submit final expenditure reports or quarterly or annual financial reports, as applicable, and all other pending matters are closed.

I. ENERGY POLICY AND CONSERVATION ACT COMPLIANCE. To the extent applicable, Supplier must comply with the mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act.

J. BUY AMERICAN PROVISIONS COMPLIANCE. To the extent applicable, Supplier must comply with all applicable provisions of the Buy American Act. Purchases made in accordance with the Buy American Act must follow the applicable procurement rules calling for free and open competition.

K. ACCESS TO RECORDS (2 C.F.R. § 200.336). Supplier agrees that duly authorized representatives of a federal agency must have access to any books, documents, papers and records of Supplier that are directly pertinent to Supplier's discharge of its obligations under this Contract for the purpose of making audits, examinations, excerpts, and transcriptions. The right also includes timely and reasonable access to Supplier's personnel for the purpose of interview and discussion relating to such documents.

L. **PROCUREMENT OF RECOVERED MATERIALS (2 C.F.R. § 200.322).** A non-federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 C.F.R. § 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

M. **FEDERAL SEAL(S), LOGOS, AND FLAGS.** The Supplier not use the seal(s), logos, crests, or reproductions of flags or likenesses of Federal agency officials without specific pre-approval.

N. **NO OBLIGATION BY FEDERAL GOVERNMENT.** The U.S. federal government is not a party to this Contract or any purchase by a Participating Entity and is not subject to any obligations or liabilities to the Participating Entity, Supplier, or any other party pertaining to any matter resulting from the Contract or any purchase by an authorized user.

O. **PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS OR RELATED ACTS.** The Contractor acknowledges that 31 U.S.C. 38 (Administrative Remedies for False Claims and Statements) applies to the Supplier's actions pertaining to this Contract or any purchase by a Participating Entity.

P. **FEDERAL DEBT.** The Supplier certifies that it is non-delinquent in its repayment of any federal debt. Examples of relevant debt include delinquent payroll and other taxes, audit disallowance, and benefit overpayments.

Q. **CONFLICTS OF INTEREST.** The Supplier must notify the U.S. Office of General Services, Sourcewell, and Participating Entity as soon as possible if this Contract or any aspect related to the anticipated work under this Contract raises an actual or potential conflict of interest (as described in 2 C.F.R. Part 200). The Supplier must explain the actual or potential conflict in writing in sufficient detail so that the U.S. Office of General Services, Sourcewell, and Participating Entity are able to assess the actual or potential conflict; and provide any additional information as necessary or requested.

R. **U.S. EXECUTIVE ORDER 13224.** The Supplier, and its subcontractors, must comply with U.S. Executive Order 13224 and U.S. Laws that prohibit transactions with and provision of resources and support to individuals and organizations associated with terrorism.

S. PROHIBITION ON CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT. To the extent applicable, Supplier certifies that during the term of this Contract it will comply with applicable requirements of 2 C.F.R. § 200.216.

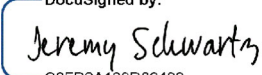
T. DOMESTIC PREFERENCES FOR PROCUREMENTS. To the extent applicable, Supplier certifies that during the term of this Contract will comply with applicable requirements of 2 C.F.R. § 200.322.

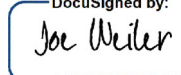
22. CANCELLATION

Sourcwell or Supplier may cancel this Contract at any time, with or without cause, upon 60 days' written notice to the other party. However, Sourcwell may cancel this Contract immediately upon discovery of a material defect in any certification made in Supplier's Proposal. Cancellation of this Contract does not relieve either party of financial, product, or service obligations incurred or accrued prior to cancellation.

Sourcwell

T2 Systems, Incorporated

DocuSigned by:

C0FD2A139D06489...
By: _____
Jeremy Schwartz
Title: Chief Procurement Officer
Date: 10/4/2021 | 9:10 PM CDT

DocuSigned by:

1157447A700243B...
By: _____
Joe Weiler
Title: Vice President Sales Operations
Date: 10/5/2021 | 12:57 PM EDT

Approved:

DocuSigned by:

7E42B8F817A64CC...
By: _____
Chad Coauette
Title: Executive Director/CEO
Date: 10/5/2021 | 11:58 AM CDT

RFP 080321 - Parking Management Systems with Related Equipment, Supplies, and Services

Vendor Details

Company Name: T2 Systems, Inc.
Address: 8900 Keystone Crossing, Suite 700
Indianapolis, IN 46240
Contact: Joe Weiler
Email: joe.weiler@t2systems.com
Phone: 678-525-7243
Fax: 317-524-5501
HST#: 75-2533462

Submission Details

Created On: Friday July 16, 2021 13:33:11
Submitted On: Tuesday August 03, 2021 14:53:16
Submitted By: Joe Weiler
Email: joe.weiler@t2systems.com
Transaction #: 3c84f46e-ccb0-4c78-839e-eba3e4c9ef54
Submitter's IP Address: 64.72.132.130

Specifications

Table 1: Proposer Identity & Authorized Representatives

General Instructions (applies to all Tables) Sourcewell prefers a brief but thorough response to each question. Do not merely attach additional documents to your response without also providing a substantive response. Do not leave answers blank; respond "N/A" if the question does not apply to you (preferably with an explanation).

Line Item	Question	Response *	
1	Proposer Legal Name (one legal entity only): (In the event of award, will execute the resulting contract as "Supplier")	T2 Systems, Incorporated	*
2	Identify all subsidiary entities of the Proposer whose equipment, products, or services are included in the Proposal.	T2 Systems Canada UPsafety, a division of T2 Systems	*
3	Identify all applicable assumed names or DBA names of the Proposer or Proposer's subsidiaries in Line 1 or Line 2 above.	T2 Systems T2 Systems Canada UPsafety	*
4	Proposer Physical Address:	8900 Keystone Crossing, Suite 700 Indianapolis, IN 46240	*
5	Proposer website address (or addresses):	https://www.t2systems.com/	*
6	Proposer's Authorized Representative (name, title, address, email address & phone) (The representative must have authority to sign the "Proposer's Assurance of Compliance" on behalf of the Proposer and, in the event of award, will be expected to execute the resulting contract):	Joe Weiler Vice President, Sales Operations email: joe.weiler@t2systems.com phone: 317-524-7452 mobile: 678-525-7243	*
7	Proposer's primary contact for this proposal (name, title, address, email address & phone):	Joe Weiler Vice President, Sales Operations email: joe.weiler@t2systems.com phone: 317-524-7452 mobile: 678-525-7243	*
8	Proposer's other contacts for this proposal, if any (name, title, address, email address & phone):	Mike Drow Vice President Sales and Business Development email: michael.drow@t2systems.com phone: 317-524-7459	

Table 2: Company Information and Financial Strength

Line Item	Question	Response *	
9	Provide a brief history of your company, including your company's core values, business philosophy, and industry longevity related to the requested equipment, products or services.	T2 Systems was founded in 1994 with one simple goal: make parking better. Since our founding, we've established a leadership position in the parking industry and continue to pave the way providing new technologies to make parking better. For more than 27 years, T2 has provided real value to our customers across a wide array of parking solutions. T2 has the broadest portfolio of solutions in the parking industry with innovative cloud-based solutions that meet any Sourcewell participating entities' parking needs: - o T2 Luke Pay Station family of products - o Iris Enterprise Transaction Software - o Flex Permits and Enforcement – focused on Universities and large municipal customers - o Flex PARCS - o UPsafety CityCite Permits and Enforcement – focused on municipal customers - o Fixed and Mobile LPR solutions tightly integrated with our T2 solution portfolio - o T2 Mobile Pay - o Citation and Collection Services With more than 1,650 customers across North America, T2 has the proven track record of implementing projects on-time and on-budget for our clients, and has consistently delivered value for our customers. We have parking industry experts across our implementation, project management, R&D, product management and support teams to ensure we bring best practices to our customers and drive innovation to support their business needs. What it means for the Sourcewell member ecosystem is the ability to grow their parking solution capability over time; take advantage of innovation when it makes business sense to do so, and to rely on one, proven vendor to ensure consistency, seamless integration between solutions, and a high level of return on investment. T2's Mission, Values reflect that passion for our customers and for improving the parking experience: Our Mission - To streamline the parking, mobility, and transportation experience with technology solutions that help organizations manage resources, achieve goals and empower consumers with choices. Our Values – Focus on Customers; Lead with Integrity; Work Smart; Deliver on Commitments; Win as a Team Our Vision – Make every trip a smooth journey.	*

10	What are your company's expectations in the event of an award?	T2 has been an awarded vendor for parking solutions with Sourcewell since 2017, under contract T-121416, and have grown the partnership over the award period. We have increased the number of T2 customers utilizing the Sourcewell program each year, and expect to continue that growth with the award of this contract. T2 worked with Sourcewell on multiple internal training events, participated in some regional events together, and established joint marketing information to include in T2 marketing material and RFP responses. We would continue those best practices and work with Sourcewell to increase our joint marketing presence, and through the Sourcewell annual business plan process, identify joint opportunities to grow the partnership.	*
11	Demonstrate your financial strength and stability with meaningful data. This could include such items as financial statements, SEC filings, credit and bond ratings, letters of credit, and detailed reference letters. Upload supporting documents (as applicable) in the document upload section of your response.	T2 Systems is one of the largest North American providers of parking software and hardware solutions. We are one of the only companies in the parking industry which actually enjoys profitability and has a very strong balance sheet and positive cash flows, with a low measurement of leverage. In addition, we enjoy the full support of our owners at Thoma Bravo, one of the leading firms in the area of software technology, with a 40+ year history of investing in technology companies and more than \$78B in assets under management. Audited financial statements are available as Confidential Information protected by non-disclosure agreements.	*
12	What is your US market share for the solutions that you are proposing?	The parking solution market contains multiple solution categories and there are not readily available external market share data that is available. Per T2's internal measures of market share, we are #1 or #2 in our targeted market segments (Tier 1-3 University and Tier 2-3 Municipal Government) for the solutions that we offer in the US.	*
13	What is your Canadian market share for the solutions that you are proposing?	The parking solution market contains multiple solution categories and there are not readily available external market share data that is available. Per T2's internal measures of market share, we are #1 or #2 in our targeted market segments (Tier 1-3 University and Tier 2-3 Municipal Government) for the solutions that we offer in the Canadian Market.	*
14	Has your business ever petitioned for bankruptcy protection? If so, explain in detail.	No.	*
15	How is your organization best described: is it a manufacturer, a distributor/dealer/reseller, or a service provider? Answer whichever question (either a) or b) just below) best applies to your organization. a) If your company is best described as a distributor/dealer/reseller (or similar entity), provide your written authorization to act as a distributor/dealer/reseller for the manufacturer of the products proposed in this RFP. If applicable, is your dealer network independent or company owned? b) If your company is best described as a manufacturer or service provider, describe your relationship with your sales and service force and with your dealer network in delivering the products and services proposed in this RFP. Are these individuals your employees, or the employees of a third party?	T2 is best described as a manufacturer and a service provider. All of our parking solutions are T2 designed and developed. For solutions that include hardware elements, like Pay Stations and PARCS equipment, T2 manufactures the equipment in our Vancouver, BC facility and for our PARCS solution line we do final staging and installation preparation in a facility near our Indianapolis, IN headquarters. Our sales team are all T2 employees, and we deploy our sales teams by main solution line: Pay Stations; Permits and Enforcement and PARCS. In addition, we have dedicated sales teams focused on existing accounts, to make the upgrade and expansion process seamless, and to act as a key point of focus for existing accounts. Our implementation teams also consist of T2 employees. For Permits and Enforcement, we have a team of Business Analysts and Project Managers that work with each client to execute a specific implementation plan for that project. For Pay Stations, we have project managers to coordinate the specific pay station configuration and settings, and coordinate delivery and local installation. The PARCS solution implementation team consists of Business Analysts for software configuration and set-up; Project Engineers for networking and physical site installation planning, and T2 technicians to do the actual installation at the field location. The Sourcewell participating members will get a team of experienced T2 associated, dedicated to implementing successful parking projects on time and on budget. We have proven project management and project deployment methodologies with demonstrated track records of success over the last 27 years in the parking industry. There are two areas where T2 leverages a network of certified 3rd party installation resources to augment our employee resources: For Pay Stations we have a network of 12-15 T2 certified resellers who can resell the pay station solution (at agreed upon Sourcewell pricing) and can provide local installation and support resources. For our PARCS solution we utilize local contractors for the physical site prep work – de-installing existing equipment, concrete or other heavy site prep work as required, and they augment the T2 technician team at installation.	*
16	If applicable, provide a detailed explanation outlining the licenses and certifications that are both required to be held, and actually held, by your organization (including third parties and subcontractors that you use) in pursuit of the business contemplated by this RFP.	There are not licenses required broadly in the parking industry required to provide solutions. In some states and localities there may be local licenses required for specific site implementation work, which T2 will acquire as necessary.	*
17	Provide all "Suspension or Debarment" information that has applied to your organization during the past ten years.	None	*

Table 3: Industry Recognition & Marketplace Success

Line Item	Question	Response *	
18	Describe any relevant industry awards or recognition that your company has received in the past five years	T2 is an active member in multiple, prominent Industry parking associations throughout North America including the International Parking and Mobility Institute; National Parking Association; and the Canadian Parking Association. We also participate in 30+ additional regional or industry specific parking associations throughout North America. We actively participate in panel discussions associated with these industry groups, provide our subject matter experts for webinars and articles published in Industry Trade publications like Parking Today. We also typically have T2 associates ranked on NPA's annual "40 under 40" honoring young professionals making significant contributions to the parking industry (2021 – Alicia Katopodis, one of our Product Managers). For each of these industry associations, we offer our subject matter experts as resources to participate in their events and trade shows. For Sourcewell participating entities, T2's active engagement and leadership in Industry associations and events provides more access to other parking professionals, and additional thought leadership that is reflected back into our solution roadmaps.	*
19	What percentage of your sales are to the governmental sector in the past three years	From Q3 2018 through end Q2 2021, approximately 30% of T2 sales are from the government sector.	*
20	What percentage of your sales are to the education sector in the past three years	From Q3 2018 through end Q2 2021, approximately 43% of T2 sales are from the government sector.	*
21	List any state, provincial, or cooperative purchasing contracts that you hold. What is the annual sales volume for each of these contracts over the past three years?	the Commonwealth of Pennsylvania's Cooperative Purchasing Program (COSTARS). 3 year sales associated with this program for T2/UPSafety are approximately \$250K.	*
22	List any GSA contracts or Standing Offers and Supply Arrangements (SOSA) that you hold. What is the annual sales volume for each of these contracts over the past three years?	None.	*

Table 4: References/Testimonials

Line Item 23. Supply reference information from three customers who are eligible to be Sourcewell participating entities.

Entity Name *	Contact Name *	Phone Number *	
Mississippi State University	Jeremiah Dumas, Executive Director of Transportation	662-325-1827	*
George Mason University	Josh Cantor, Director Parking and Transportation	703-993-1239	*
City of Glendale, CA	Tad Dombroski, Parking Manager	818-548-3960	*

Table 5: Top Five Government or Education Customers

Line Item 24. Provide a list of your top five government, education, or non-profit customers (entity name is optional), including entity type, the state or province the entity is located in, scope of the project(s), size of transaction(s), and dollar volumes from the past three years.

Entity Name	Entity Type *	State / Province *	Scope of Work *	Size of Transactions *	Dollar Volume Past Three Years *	
University of Oklahoma Health Science Center	Education	Oklahoma - OK	Implemented PARCS System; 1st Phase complete; 2nd Phase in process (Used Sourcewell / T2 Contract)	Multiple parking lots implemented with T2 Flex PARCS	\$3.2M	*
REEF Parking	Government	BC - British Columbia	Parking Operator doing business with Municipal government entities and Commercial accounts) Multiple pay station transactions across North America	Average order size \$25K	\$3.0M	*
Board of Supervisors for Louisiana State U and A&M college	Education	Louisiana - LA	Implemented PARCS and Pay Station solutions with T2 (Used Sourcewell / T2 Contract)	Multiple parking lots implemented with T2 Flex PARCS and multiple on-street locations with T2 Pay Stations	\$1.7M	*
City of Santa Monica	Government	California - CA	Pay Station implementation in multiple on and off-street paid parking areas	Multiple implementation phases of T2 Pay Stations	\$1.1M	*
University of Wisconsin Madison	Education	Wisconsin - WI	Flex PE and PARCS implementation	Added multiple new campus garage/lot locations with T2 Flex PARCS; replaced older version of T2 Flex PARCS with new Logan version	\$2.9M	*

Table 6: Ability to Sell and Deliver Service

Describe your company's capability to meet the needs of Sourcewell participating entities across the US and Canada, as applicable. Your response should address in detail at least the following areas: locations of your network of sales and service providers, the number of workers (full-time equivalents) involved in each sector, whether these workers are your direct employees (or employees of a third party), and any overlap between the sales and service functions.

Line Item	Question	Response *	
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25	Sales force.	T2 deploys our salesforce by main product solution area across North America: Pay Station Sales; Permits and Enforcement Sales; PARCS Sales. Each of these sales groups are experts in the specific solution area of parking that they support, including adjacent solutions like T2 Mobile Pay, Fixed and Mobile LPR solutions and Collections and Citation Services. Our field-based sales team also develops relationships throughout the parking ecosystem with regional organizations, adjacent solution providers and Operators within their area. For Sourcewell participating entities, the deep subject matter expertise of our field-based Regional Sales Managers and their extended partners provide for a consultative selling approach, where the T2 sales team can work with each potential client to determine the solution that best meets their needs. In addition to our sales team, T2 has a large Account Management team that acts as a "single point of contact" resource for our existing customers. The account management team establishes an ongoing meeting cadence with existing accounts, and provides resources, escalations where required, and an advocate for each account to ensure that they are maximizing the impact of their T2 solution. T2 has approximately 35 resources fully dedicated to the sales and account management function for North America; with an additional 8 resources dedicated to sales support.
26	Dealer network or other distribution methods.	T2 has a dealer/distributor network for our Pay Station line of business. It consists of approximately 12 dealers in North America, and they provide T2 Pay Station equipment and software, as well as local installation and support services. Approximately 10% of our overall Pay Station business is supported by the dealer channel, with 90% being directly transacted with T2. The T2 Pay Station reseller channel partners will honor the pricing and terms of the Sourcewell contract if awarded to T2.
27	Service force.	T2 has 27+ years of experience in delivering parking projects on-time and on-budget, to ensure our customers can accelerate their time to value and project return. Our Professional Services team has multiple groups that support successful implementations: - o Project Managers – run each implementation project from start to finish. Responsible for assigning critical tasks to T2 and customer resources and developing project plans with critical dependencies. Also responsible for project communication, close-out and any lessons learned. T2 closely follows a Project Management Institute (PMI) process that has been adapted to meet the needs of the parking industry, and we stress individual PMI certification for our Project Management team. - o Business Analysts – work to define the specific scope and operational aspects of the solution implementation. The BA's are experts in parking operations across multiple segments, and they bring their experience from scores of other customer implementation to provide each new customer access to best practices to adopt in their own operation. - o Technical Resources – based on the individual scope of the project, T2 will assign technical resources that are expert in that specific solution aspect. Data conversion, integration with other customer systems, testing services, and field installation of hardware are all handled by this group within the T2 Professional Services team. T2 has a defined implementation methodology that is used for each engagement and has been modified based on best practices and our experience with successful parking technology implementations over the last 27+ years. Sourcewell participating entities can be confident that this experienced team of T2 Professional Services will deliver successful projects. Training is a critical part of project success, and the T2 implementation methodology includes delivery of training as a required part of each planned project. In addition to project specific and on-site training as part of implementation, all of our customers have access to T2 University, which includes scores of online training resources that range from very specific solution module training to more general training on parking industry trend. The T2 Professional Services team includes 2 dedicated training specialists who, in addition to supporting and developing content for T2 University, also are available to develop custom training for customers as needed. Additionally, we have a team of T2 "Flexperts" who are available for on-going consulting, system tuning, and roadmap planning to help customers get the most return out of their T2 solution. Our goal is not just to deliver great projects, but to support Sourcewell participating entities with ongoing training, best practice and consulting resources to maximize the impact of their investment in T2 solutions. The T2 Professional Services team includes approximately 55 dedicated resources.

28	Describe the ordering process. If orders will be handled by distributors, dealers or others, explain the respective roles of the Proposer and others.	T2 has an automated quoting system, that includes all of the detailed product codes that are released as part of our Sourcewell price lists. Our sales team will work with the Sourcewell participating entity to configure the solution to meet their requirements and produce a T2 quote. We have experience in helping Sourcewell participating entities audit each quote to ensure that it adheres to the Sourcewell price list. That T2 solution quote becomes the order record and is automatically interfaced to our manufacturing systems for hardware product build (if hardware is included) to our Professional Services team for project implementation; and to our Finance team for invoicing, based on the agreed upon invoicing terms. We know that many Sourcewell participating entities have their own Purchase Order requirements, and we have a "PO required" field in our CRM system so that if a customer requires issuance of their own PO, we won't process a transaction until that PO is received. That helps ensure that the Sourcewell participating entity will have the ability to fully match the T2/Sourcewell price list; to the T2 solution quote; to their own purchase order; and finally, to the invoice. We have sales operations resources that can support Sourcewell participating entities in that audit and matching process. T2 will support and adhere to all of the contractual terms in the final T2/Sourcewell contract agreement, but we also recognize that participating entities have their own contract requirements that can be supplemental to the Sourcewell terms. T2 is very familiar with that process from our first Sourcewell term and is also very familiar with typical government and education contract formats. We support leveraging participating entity standard contracts to supplement the Sourcewell agreement and can also provide T2 templates for solution addendum that cover contract terms more specific to the parking solutions that we provide. In our response to question #26 above, we detailed that approximately 10% of our Pay Station solution business is processed by T2 resellers. They have access to the T2 automated quoting system, so the process described above would apply, and as certified T2 resellers they would also be able to participate in the Sourcewell / T2 contract.	*
29	Describe in detail the process and procedure of your customer service program, if applicable. Include your response-time capabilities and commitments, as well as any incentives that help your providers meet your stated service goals or promises.	T2 has an extensive customer service program designed to ensure high availability, quick issue resolution and consistent communication. Our T2 support and help desk resources are North American based and are aligned by specific T2 solution to provide the most effective support. The T2 Customer Community Portal provides the ability for customers to initiate service incidents automatically 7X24 and a toll-free number to call in service incidents is also available 7X24. Once an incident is initiated, our support team will identify existing issues, or known solutions that can be immediately communicated via the portal. If additional diagnosis is required, the incident moves to one of our level 2 solution teams for additional review and suggested solutions. Each of the level 2/3 solution teams also has access to our product engineers as required to resolve issues. Issue status information is available via the Customer Community portal for customers to see that status of any open or closed incident. The T2 Account Managers will include support status and incident status in their ongoing meetings with existing customers and offer an additional point of escalation if required. The T2 support team includes approximately 40 full time resources. Additional detail on Service Level Agreements by solution areas will be included in the supplemental documents.	*
30	Describe your ability and willingness to provide your products and services to Sourcewell participating entities in the United States.	Government and Education are T2's largest target markets, and our entire company is structured to support providing innovative, differentiated parking solutions to those markets. We have a dedicated sales, implementation, and support structure to support those segments. With the breadth of our parking solution footprint, T2 is uniquely positioned to provide parking solutions and support to the Sourcewell participating entities in the US, and we look forward to continuing our successful partnership with Sourcewell and those entities in the US.	*
31	Describe your ability and willingness to provide your products and services to Sourcewell participating entities in Canada.	Government and Education are T2's largest target markets, and our entire company is structured to support providing innovative, differentiated parking solutions to those markets. We have a dedicated sales, implementation, and support structure to support those segments. With the breadth of our parking solution footprint, T2 is uniquely positioned to provide parking solutions and support to the Sourcewell participating entities in the US, and we look forward to continuing our successful partnership with Sourcewell and those entities in Canada.	*
32	Identify any geographic areas of the United States or Canada that you will NOT be fully serving through the proposed contract.	T2 will serve all areas of the US and Canada under the proposed contract. The only current exception is that UPSafety is not certified on a Canadian-based cloud instance – we expect that certification in 1H 2022.	*
33	Identify any Sourcewell participating entity sectors (i.e., government, education, not-for-profit) that you will NOT be fully serving through the proposed contract. Explain in detail. For example, does your company have only a regional presence, or do other cooperative purchasing contracts limit your ability to promote another contract?	T2 will serve all of the Sourcewell sectors with this contract.	*
34	Define any specific contract requirements or restrictions that would apply to our participating entities in Hawaii and Alaska and in US Territories.	None. Freight cost estimates would include any additional costs associated with delivery outside the continental US.	*

Table 7: Marketing Plan

Line Item	Question	Response *
35	Describe your marketing strategy for promoting this contract opportunity. Upload representative samples of your marketing materials (if applicable) in the document upload section of your response.	T2 has an active marketing function that provides impactful content on T2 and parking industry updates via multiple channels. We actively participate in more than 30 North American and Regional parking industry groups and participate in trade shows and meetings associated with those organization. For the 2H of 2021, T2 is participating in around 20 parking shows in the 2H of 2021, and will have marketing content associated with our relationship with Sourcewell on the presentation material in our booths. T2 sponsors monthly webinars through our T2 Customer Community Portal on a range of solution specific and general knowledge topics. This would be a prime opportunity for Sourcewell and T2 to sponsor a webinar on the benefits of cooperative purchasing to promote our partnership. T2's marketing team has active multi-media campaigns that we run through our CRM system, and we can target specific customer and prospect segments with information on the T2 / Sourcewell partnership, and provide links for customers or prospects to sign up to be a Sourcewell participating entity if they are not already an active member. Each month, T2 produces a series of industry awareness pieces, articles, Employee spotlights, and customer success stories that are available on the T2 website, distributed via social media platforms, and included in various direct marketing campaigns. These offer opportunities for T2 and Sourcewell to jointly promote our partnership. The customer success stories are particularly compelling, and we have included multiple examples of those in our supplemental information attached to the RFP. T2 and Sourcewell can identify customers who are Sourcewell participating entities for a success story, which help promote the end user customer as well as the Sourcewell / T2 partnership.
36	Describe your use of technology and digital data (e.g., social media, metadata usage) to enhance marketing effectiveness.	See response to question #35 above for some examples of the type of content that T2 promotes via social media and with digital marketing campaigns. We have the ability to track specific clicks to content on our website as well as our various direct digital campaigns, so we can follow up individually with meaningful next steps. We can target specific campaigns, customer success stories and other digital content to highlight the T2 / Sourcewell partnership.
37	In your view, what is Sourcewell's role in promoting contracts arising out of this RFP? How will you integrate a Sourcewell-awarded contract into your sales process?	Sourcewell has always made their resources available to talk to T2 customers and prospects who have questions about the program, or to ensure they understand the details of the T2 / Sourcewell contract. We know that support will continue into this next contract as well. T2 has participated in some Sourcewell regional shows to support the partnership, and we have also leveraged Sourcewell associated in T2 internal sales training to describe the benefits of the program, review collateral and discuss specific examples of best practices. We have a Sourcewell program identifier in our CRM system that allows our salespeople to identify potential sales opportunities where the Sourcewell contract can be utilized. That is incorporated into our sales review cadence and we report on those opportunities internally.
38	Are your products or services available through an e-procurement ordering process? If so, describe your e-procurement system and how governmental and educational customers have used it.	Not at this time. Our UPSafety solution has a small e-procurement site that is focused on parts and consumable products, and we may expand that to other solutions, but it would only be for simple, add-on consumable and parts purchases.

Table 8: Value-Added Attributes

Line Item	Question	Response *
39	Describe any product, equipment, maintenance, or operator training programs that you offer to Sourcewell participating entities. Include details, such as whether training is standard or optional, who provides training, and any costs that apply.	T2 has an extensive training program that is an extension to the Customer Community Portal. As part of that customer community portal, each participating entity will have access to the entire T2 library of webinar/recorded training sessions – known as T2 University. These training modules cover a wide range of topics from solution-specific updates to broader operational topics within the parking industry – all available free of charge via the T2 Customer Community Portal. In addition, T2 offers two training classes per year focused on hardware implementation and lifecycle support for our Pay Station and PARCS product lines. This allows for collaboration among customer technical teams to share best practices along with T2 certified service providers. These classes have a nominal training fee, along with the travel expenses for on-site attendance at our Indianapolis or Vancouver office locations. T2 has 2 dedicated training resources who update and manage the T2 Customer Community Portal training curriculum, and also offer on demand special training webinars based on feedback from our customer base. In addition, they can work with participating entities to design custom training curriculum for specific customers as required. As described in our response to question #27 above, each implementation engagement includes a training module, to ensure that the participating entity is fully trained and ready to take over the management of the T2 solution at project implementation.
40	Describe any technological advances that your proposed products or services offer.	T2 has a proven record of delivering high-impact innovation to the parking industry over our 27+ year history. T2 was the first solution provider to offer cloud-based software solutions, eliminating the requirement for expensive, on-premise servers and equipment, and allowing for frequent software updates and accelerating time to value for software enhancements for our customers. T2 SecurePay provided the first P2PE point to point encrypted solution for the parking industry, providing the maximum protection for credit and debit transactions. T2 continues that history of innovation with the broadest portfolio of cloud-based parking solutions in the industry, enabling our customers to build increasing value with each T2 solution they implement. Each T2 solution has documented roadmap for new functionality and innovation, typically with 2 new solution releases per year, and our customers are able to incorporate those innovations when they are ready to take full advantage of the new capability.

41	Describe any "green" initiatives that relate to your company or to your products or services, and include a list of the certifying agency for each.	T2's Canada operations are in a LEED certified building, including our primary manufacturing operations. In all T2 locations, we have specific programs to reduce and manage energy usage, and provide full recycling options. Our manufacturing operations implement sustainable practices including recycling of all cardboard, metal, electronics and battery components. We do not use volatile chemical products in our production processes. We purchase recycled materials wherever possible, and track our suppliers to ensure they adhere to green best practices throughout their processes.	*
42	Identify any third-party issued eco-labels, ratings or certifications that your company has received for the equipment or products included in your Proposal related to energy efficiency or conservation, life-cycle design (cradle-to-cradle), or other green/sustainability factors.	T2 designs our products for maximum uptime and availability and our solutions are built to withstand the difficult parking environment. We design all of our solutions for ease of installation and service, to make sure that we accelerate time to value, and minimize any downtime if incidents occur. We demand that our solutions support our customers' expectations of extended useful life, and our software and hardware releases are backwards compatible to protect our customers' investments in T2 technologies.	*
43	Describe any Women or Minority Business Entity (WMBE), Small Business Entity (SBE), or veteran owned business certifications that your company or hub partners have obtained. Upload documentation of certification (as applicable) in the document upload section of your response.	N/A	*
44	What unique attributes does your company, your products, or your services offer to Sourcewell participating entities? What makes your proposed solutions unique in your industry as it applies to Sourcewell participating entities?	T2 has the broadest solution portfolio in the parking industry, and we provide Sourcewell participating entities with the ability to grow and expand their solution footprint as their parking needs evolve. A customer can start with a project to migrate from free to paid parking in an on-street parking environment; add Mobile LPR to drive enforcement efficiency and implement a robust permit management system as parking options expand – T2 provides all of those capabilities with an integrated suite of solutions to meet those business goals. T2 is proposing a suite of solutions across the parking enterprise for Sourcewell participating entities: • T2 Iris Enterprise transaction software • T2 Flex Permits and Enforcement • T2 Flex PARCS • UPSafety CityCite Permits and Enforcement • T2 Luke Pay Station Product Family • T2 MobilePay • Mobile and Fixed LPR Solution • Citation and Collection Services This cloud-based, comprehensive solution suite will enable Sourcewell participating entities to add capability and functionality and to innovate and grow into the future. T2 has been delivering parking technology projects on time on budget for more than 27 years. We have deployed than 20,000 pay stations, more than 2,000 PARCS lanes, more than 500 Permits and Enforcement solution implementations, and over 150 LPR sites and that experience means that Sourcewell participating entities benefit from a proven implementation methodology strengthened with each customer project. T2's proven implementation method and process is tailored for each project implementation: from a straight-forward replacement of aging single space on-street meters with multi-space Luke Pay Stations, to a complete enterprise implementation of a new permit management and enforcement solution, T2 adapts our project methodology to meet the customer's project and business requirements. With more than 1,650 customers in North America, and more than 5,000 active participants in the T2 Customer Community portal, along with the T2 team of 300+ dedicated parking professionals, Sourcewell participating entities will join a large community dedicated to implementing best practices, driving operational efficiencies and providing seamless parking experiences for their customers.	*

Table 9A: Warranty

Describe in detail your manufacturer warranty program, including conditions and requirements to qualify, claims procedure, and overall structure. You may upload representative samples of your warranty materials (if applicable) in the document upload section of your response in addition to responding to the questions below.

Line Item	Question	Response *
45	Do your warranties cover all products, parts, and labor?	T2 warranty specific terms differ slightly by product line, the standard warranty documents for our Pay Station solution; PARCS Logan hardware and software; our Flex Permits and Enforcement solution; and the UPSafety CityCite Permits and Enforcement solution are included in the supplemental information in the document section of the RFP response. Pay Stations – one year warranty. Standard warranty is return and repair of any defective parts. Upgrades available to advanced exchange warranty. Software and firmware are included in warranty coverage. PARCS – one year warranty. Standard warranty is return and repair of any defective parts. Field technicians will be dispatched for cash handling units that require onsite support. Software and firmware are included in warranty coverage. Flex Permits and Enforcement – one year warranty. Standard warranty is return and repair of any defective hardware parts. Software and firmware are included in warranty coverage. UPSafety – one year hardware warranty. Standard warranty is return and repair of any defective parts. Extended warranty packages and special coverage including Preventative Maintenance are available at an additional charge. Warranty
46	Do your warranties impose usage restrictions or other limitations that adversely affect coverage?	T2 Warranties include standard exceptions for coverage, including: - o Negligence, mis-use or vandalism - o Damage from extreme weather conditions - o Unauthorized modifications of products - o Pay Station batteries, paper and cleaning supplies - o PARCS batteries, locks and keys are limited to a 30 day replacement warranty
47	Do your warranties cover the expense of technicians' travel time and mileage to perform warranty repairs?	The T2 standard warranties cover parts, software and firmware, so the expense of a technician is not included. For optional service packages that include labor – travel time would be included in those optional services.
48	Are there any geographic regions of the United States or Canada (as applicable) for which you cannot provide a certified technician to perform warranty repairs? How will Sourcewell participating entities in these regions be provided service for warranty repair?	The T2 Pay Station product line support model is a return and repair or advanced exchange parts warranty, along maintenance coverage for all software elements. Local Pay Station resellers can provide additional on-site maintenance services if required by customers. T2 uses a mix of employee field based technicians and technology implementation partners to support our PARCS product line where on-site technical support is required.
49	Will you cover warranty service for items made by other manufacturers that are part of your proposal, or are these warranties issues typically passed on to the original equipment manufacturer?	T2 will provide warranty service coverage for products that we sell to our customers, including select items that are made by other manufacturers. If we include the product on our quote, then we will provide the warranty coverage
50	What are your proposed exchange and return programs and policies?	T2 uses a Returns Material Authorization (RMA) authorization process to track all customer returns and subsequent shipment of repaired parts to customers. The customer is responsible for freight to T2; T2 covers the freight for the repaired part back to the customer. For Advanced Replacement service, the customer is charged for the part if the designated defective part is not returned to T2 within 30 days. Additional details are included in the Warranty and Support documents in the supplemental information portion of our RFP response.
51	Describe any service contract options for the items included in your proposal.	T2 offers a variety of warranty programs for customers to best match their support requirements. In addition to standard return and repair parts warranty, we offer upgrades to return and repair service, as well as options for Preventative Maintenance and other supplemental support services. Additional details are included in the Warranty and Support documents in the supplemental information portion of our RFP response.

Table 9B: Performance Standards or Guarantees

Describe in detail your performance standards or guarantees, including conditions and requirements to qualify, claims procedure, and overall structure. You may upload representative samples of your performance materials (if applicable) in the document upload section of your response in addition to responding to the questions below.

Line Item	Question	Response *
52	Describe any performance standards or guarantees that apply to your services	T2's suite of cloud-based software solutions are housed in a highly secure data center environment with superior reliability and scalability to ensure maximum availability for our customers. Please see the document "Benefits of Hosting" to review the key attributes of our hosting environment. T2 manages the complexity of security, availability and redundancy, and an automatically update your system environment as new versions of our applications with new capabilities become available. All of our T2 solutions are PCI DSS certified, and T2 systems is listed as a PCI DSS Level 1 Service Provider, keeping up with the latest requirements from a data security perspective.
53	Describe any service standards or guarantees that apply to your services (policies, metrics, KPIs, etc.)	In the supplemental warranty and service information, T2 has included our Support Service level agreement which provides details on our incident priority categorization and response targets by severity level. In that same section, we have provided the details of our secure, scalable, reliable cloud environment that has provided an average solution up-time in excess of 99.99% over the last trailing 12 months. Internally we have a culture of continuous improvement and use a variety of metrics on project delivery effectiveness, sales coverage, win rate and close rate, market penetration, service delivery, support issue resolution, including automated resolution, etc. to help us manage our key process to drive increasing value for our customers.

Table 10: Payment Terms and Financing Options

Line Item	Question	Response *
54	Describe your payment terms and accepted payment methods?	T2's standard payment terms are net 30 days, and we accept ACH and EFT transactions, physical checks via lockbox and credit card payments, which are subject to a 2.5% fee.
55	Describe any leasing or financing options available for use by educational or governmental entities.	T2 works with Fleetwood Finance Leasing, LLC to provide leasing services for our customers. Fleetwood Finance Leasing has extensive experience in the government and education services and can provide leasing options for all T2 solutions, allowing participating entities to conserve capital and match project costs with revenue over the life of a parking technology implementation.
56	Describe any standard transaction documents that you propose to use in connection with an awarded contract (order forms, terms and conditions, service level agreements, etc.). Upload a sample of each (as applicable) in the document upload section of your response.	T2's most common transaction document is the quote form, which details the specific product-code level configuration that the customer is purchasing. These T2 quote documents are typically what our customers use to create their internal PO's where required, and automatically drive T2 project invoicing. Examples of T2 quote documents are included in the supplemental information with this RFP response, in addition to our Warranty and Maintenance programs and Service Level Agreement document. T2 will work with Sourcewell participating entities to create transaction documents that meet their requirements and can work with customer contract and PO documents as applicable.
57	Do you accept the P-card procurement and payment process? If so, is there any additional cost to Sourcewell participating entities for using this process?	T2 accepts credit cards, including P-cards subject to a 2.5% transaction fee.

Table 11: Pricing and Delivery

Provide detailed pricing information in the questions that follow below. Keep in mind that reasonable price and product adjustments can be made during the term of an awarded Contract as described in the RFP, the template Contract, and the Sourcewell Price and Product Change Request Form.

Line Item	Question	Response *
58	Describe your pricing model (e.g., line-item discounts or product-category discounts). Provide detailed pricing data (including standard or list pricing and the Sourcewell discounted price) on all of the items that you want Sourcewell to consider as part of your RFP response. If applicable, provide a SKU for each item in your proposal. Upload your pricing materials (if applicable) in the document upload section of your response.	T2's pricing model for Sourcewell participating entities is designed to provide preferential market-based pricing for each T2 solution offered, and to provide Sourcewell program entities additional financial incentives as they add more T2 solutions. We have established discounted pricing by solution category and all of the SKU's in the solution category would be eligible for that discount. We have provided the detailed SKU (product code) level pricing lists in our supplemental document section and have also provided a summary of the overall pricing structure by solution.
59	Quantify the pricing discount represented by the pricing proposal in this response. For example, if the pricing in your response represents a percentage discount from MSRP or list, state the percentage or percentage range.	T2 is offering preferential market-based pricing by solution for Sourcewell participating entities. Additional details are provided in the Pricing section of our supplemental information but the high level pricing by solution, includes: Pay Station Hardware: 42% discount from list Pay Station Software: 35% discount from list Flex Permits and Enforcement: 10% discount from list Flex PARCS: 10% discount from list Upsafety Permits and Enforcement: Net Sourcewell price Mobile and Fixed LPR: Net Sourcewell price T2 MobilePay: Net Sourcewell price

60	Describe any quantity or volume discounts or rebate programs that you offer.	In addition to the program pricing described above, Sourcewell participating entities can earn an additional 2% discount on T2 Pay Stations and our Flex PE and PARCS solutions, if they are implementing more than one T2 solution under the Sourcewell agreement. So if a participating entity is a T2 Pay Station customer, and they add one of our Permits and Enforcement solutions, they earn an additional 2% discount on that additional solution implemented.	*
61	Propose a method of facilitating "sourced" products or related services, which may be referred to as "open market" items or "nonstandard options". For example, you may supply such items "at cost" or "at cost plus a percentage," or you may supply a quote for each such request.	T2's strategy is to offer the main components required to implement each of our solutions as T2 released and supported products. We are open to providing quotes for related products and services that are not T2 released products, as requested by Sourcewell participating entities	*
62	Identify any element of the total cost of acquisition that is NOT included in the pricing submitted with your response. This includes all additional charges associated with a purchase that are not directly identified as freight or shipping charges. For example, list costs for items like pre-delivery inspection, installation, set up, mandatory training, or initial inspection. Identify any parties that impose such costs and their relationship to the Proposer.	Implementation and Consulting services are not included in T2's standard Sourcewell pricing list. These services are scoped based on the specific integration and implementation requirements for each project. These services items will be detailed by line item on the T2 quote, and T2 and the Sourcewell participating entity will agree on the project scope that drives the implementation costs. These services will be priced at preferential market pricing to Sourcewell participating entities.	*
63	If freight, delivery, or shipping is an additional cost to the Sourcewell participating entity, describe in detail the complete freight, shipping, and delivery program.	Freight, delivery and shipping are an additional cost to the Sourcewell participating entity, and an estimate of freight is done at the time of quote based on the delivery location, level of service requested, and customer required delivery date. T2 uses ground transportation as our default method, and if expedited delivery service is required, T2 will review the cost of that in advance with the client. Cross border/International shipments- T2 prepares all commercial documentation required for the Import and Export of our shipments covering all modes of transportation. Documents include NAFTA certificate of origin, FCC 140, Commercial Invoice, FDA 2877, Solar cell work sheets, HS code classification and assignment as well as providing any other documentation requested by Border Services and Other Governments Agencies. Our Customs Broker(s) submit entry transmissions through CADEX (Customs Automated Data Exchange) with online PARS (Pre Arrival Review System) and EDI (Electronic Data Interchange) to clear our shipments prior to arrival at the border. International & Domestic shipments- Our Logistics partner makes the necessary transportation arrangements based on our request and approval using their own trucking fleet as well as other partnered national carriers. Depending on the chosen or required method of transportation, a HAWB, AWB or PRO number is generated and provided to T2 at the time of pickup. T2 Project Managers will then provide this information to the customer. Our logistics provider and T2 staff monitor all shipments from time of pickup to final delivery.	*
64	Specifically describe freight, shipping, and delivery terms or programs available for Alaska, Hawaii, Canada, or any offshore delivery.	International shipments- T2 prepares the required commercial documentation and our broker pre-clears the shipment prior to arrival at the shipments port of entry. U.S Domestic & Canadian shipments - Our Freight forwarder makes the required booking arrangements through partnered carriers, the freight is picked up and trucked to the Port of Seattle where it is loaded onto a barge or steamship, Once the freight has arrived at it's final port, arrangements have already been made with a partner carrier to retrieve and deliver the order to it's final destination. Typical door to door transit times for AK and HI are 12 to 15 days when shipping from the west coast of the United State and Canada. *Airfreight is also available for urgent or time sensitive orders.	*
65	Describe any unique distribution and/or delivery methods or options offered in your proposal.	For the T2 Flex PARCS solution, we route all projects through our staging and deployment center, located near our company headquarters in Carmel, In. This allows us to stage the PARCS lane equipment, pre-load and test the software integration, and install the specific versions of cameras, intercom system and other options that are specified in the configuration. This enables T2 to deliver the PARCS equipment install-ready to the site, and minimizes the set-up and configuration time at each lane. This minimizes on-site time and complexity and leads to maximum uptime and reliable installation projects.	*

Table 12: Pricing Offered

Line Item	The Pricing Offered in this Proposal is: *	Comments
66	d. other than what the Proposer typically offers (please describe).	The T2 pricing offered represents the market based pricing for large University and Government transactions, providing Sourcewell participating entities with volume pricing benefits.

Table 13: Audit and Administrative Fee

Line Item	Question	Response *
67	Specifically describe any self-audit process or program that you plan to employ to verify compliance with your proposed Contract with Sourcewell. This process includes ensuring that Sourcewell participating entities obtain the proper pricing, that the Vendor reports all sales under the Contract each quarter, and that the Vendor remits the proper administrative fee to Sourcewell. Provide sufficient detail to support your ability to report quarterly sales to Sourcewell as described in the Contract template.	T2 is fortunate to have prior experience as a Sourcewell approved vendor, and will continue to grow and improve our capabilities to successfully administer the Sourcewell agreement. Currently, we provide Sourcewell participating entities with audit documents that show their specific T2 solution quote and how it matches to the T2 / Sourcewell price list. We will plan to update the Sourcewell price lists approximately every 6 months, to ensure that we are capturing new product feature releases, and always are making our most current product price list available to Sourcewell participating entities. We have a field in our enterprise CRM solution to identify specific opportunities as being tied to the Sourcewell program. That allows us to track opportunities throughout the sales process and allows for standard reporting to product our quarterly sales reports and the basis for remitting our quarterly administrative fee to Sourcewell.
68	If you are awarded a contract, provide a few examples of internal metrics that will be tracked to measure whether you are having success with the contract.	Because T2 tracks the Sourcewell program opportunities within our CRM system, we are able to use our standard sales metrics to report on Sourcewell activity: Open Sourcewell pipeline by solution and program; Sourcewell pipeline by selling stage; Close rates and Win rates for Sourcewell opportunities, etc. T2 plans to incorporate the reporting on these program metrics into our joint quarterly business review, and use them to guide planning in the annual business plan that we jointly develop with Sourcewell.
69	Identify a proposed administrative fee that you will pay to Sourcewell for facilitating, managing, and promoting the Sourcewell Contract in the event that you are awarded a Contract. This fee is typically calculated as a percentage of Vendor's sales under the Contract or as a per-unit fee; it is not a line-item addition to the Member's cost of goods. (See the RFP and template Contract for additional details.)	T2 proposes a 1% of net bookings administrative fee for the Sourcewell contract.

Table 14A: Depth and Breadth of Offered Equipment Products and Services

Line Item	Question	Response *
70	Provide a detailed description of the equipment, products, and services that you are offering in your proposal.	T2 has the broadest solution portfolio in the parking industry, and we provide Sourcewell participating entities with the ability to grow and expand their solution footprint as their parking needs evolve. A customer can start with a project to migrate from free to paid parking in an on-street parking environment; add Mobile LPR to drive enforcement efficiency and implement a robust permit management system as parking options expand – T2 provides all of those capabilities with an integrated suite of solutions to meet those business goals. T2 is proposing a suite of solutions across the parking enterprise for Sourcewell participating entities: • T2 Iris Enterprise transaction software • T2 Flex Permits and Enforcement • T2 Flex PARCS • UPSafety CityCite Permits and Enforcement • T2 Luke Pay Station Product Family • T2 MobilePay • Mobile and Fixed LPR Solution • Citation and Collection Services This cloud-based, comprehensive solution suite will enable Sourcewell participating entities to add capability and functionality and to innovate and grow into the future. In the "Additional Document" upload section, please see the document "Sourcewell Executive Overview and Solution Information – T2 Systems" for additional details about each solution that T2 is proposing.
71	Within this RFP category there may be subcategories of solutions. List subcategory titles that best describe your products and services.	to meet their needs. The breadth of our solution portfolio enables us to grow with the Sourcewell participating entity and continue to expand their parking capabilities over time. Listed below are proposed T2 solutions by broad parking solution category: Permits and Enforcement • T2 Flex Permits and Enforcement • UPSafety Permits and Enforcement Parking Access and Revenue Control Systems • T2 Flex PARCS Pay Stations • T2 Luke and Cosmo pay station units • T2 Iris Enterprise transaction software Licence Plate Recognition • Fixed and Mobile LPR solutions tightly integrated with our core parking solutions Mobile Payment • T2 MobilePay Other Related Services • T2 Citation and Collection Services

Table 14B: Depth and Breadth of Offered Equipment Products and Services

Indicate below if the listed types or classes of equipment, products, and services are offered within your proposal. Provide additional comments in the text box provided, as necessary.

Line Item	Category or Type	Offered *	Comments	
72	Parking meters, pay stations, and parking-related management or payment applications, platforms, or technologies	☒ Yes ☐ No	Includes multiple models of Pay Station hardware; EMV options; T2 SecurePay to provide for P2PE capability; Iris enterprise transaction engine; and T2 MobilePay	*
73	Parking lot or parking ramp access controls, gates, and booths, and parking access and revenue control systems (PARCS)	☒ Yes ☐ No	Full suite of PARCS equipment and cloud-based software solution that is an extension of the Flex Permits and Enforcement solution. Includes touchless ticket options; EMV support with P2PE certification; and fixed LPR capability.	*
74	Parking accessibility, permit, and enforcement solutions, including license plate readers, parking counters, mobility parking monitoring, parking permit management and tracking, and parking enforcement and citation technologies or applications	☒ Yes ☐ No	T2 offers two core Permits and Enforcement Solutions: Flex PE is targeted for University customers and large complex municipal, medical and commercial accounts. UPsafety CityCite is targeted for municipal accounts with extensive enforcement capability.	*
75	Equipment, supplies, and services related to the offering of the solutions in lines 71 - 73.	☒ Yes ☐ No	In addition to the implementation, consulting and lifecycle support services to support the core T2 parking solutions, we also offer Citation and Collection Services where customers can outsource those services to T2, to improve overall collection and revenue flow.	*

Exceptions to Terms, Conditions, or Specifications Form

Only those Proposer Exceptions to Terms, Conditions, or Specifications that have been accepted by Sourcewell have been incorporated into the contract text.

Documents

Ensure your submission document(s) conforms to the following:

- Documents in PDF format are preferred. Documents in Word, Excel, or compatible formats may also be provided.
 - Documents should NOT have a security password, as Sourcewell may not be able to open the file. It is your sole responsibility to ensure that the uploaded document(s) are not either defective, corrupted or blank and that the documents can be opened and viewed by Sourcewell.
 - Sourcewell may reject any response where any document(s) cannot be opened and viewed by Sourcewell.
 - If you need to upload more than one (1) document for a single item, you should combine the documents into one zipped file. If the zipped file contains more than one (1) document, ensure each document is named, in relation to the submission format item responding to. For example, if responding to the Marketing Plan category save the document as "Marketing Plan."
- [Pricing](#) - Sourcewell Pricing Information - T2 Systems.pdf - Tuesday August 03, 2021 14:01:50
 - Financial Strength and Stability (optional)
 - [Marketing Plan/Samples](#) - Sourcewell Marketing Info Customer Success Stories - T2 Systems.pdf - Monday August 02, 2021 22:26:55
 - WMBE/MBE/SBE or Related Certificates (optional)
 - [Warranty Information](#) - Sourcewell Warranty Info and SLA - T2 Systems.pdf - Tuesday August 03, 2021 04:18:57
 - [Standard Transaction Document Samples](#) - Sourcewell Quote Examples - T2 Systems.pdf - Tuesday August 03, 2021 14:22:54
 - [Upload Additional Document](#) - Sourcewell Executive Overview and Solution Information - T2 Systems.pdf - Tuesday August 03, 2021 14:47:59

Addenda, Terms and Conditions

PROPOSER AFFIDAVIT AND ASSURANCE OF COMPLIANCE

I certify that I am the authorized representative of the Proposer submitting the foregoing Proposal with the legal authority to bind the Proposer to this Affidavit and Assurance of Compliance:

1. The Proposer is submitting this Proposal under its full and complete legal name, and the Proposer legally exists in good standing in the jurisdiction of its residence.
2. The Proposer warrants that the information provided in this Proposal is true, correct, and reliable for purposes of evaluation for contract award.
3. The Proposer, including any person assisting with the creation of this Proposal, has arrived at this Proposal independently and the Proposal has been created without colluding with any other person, company, or parties that have or will submit a proposal under this solicitation; and the Proposal has in all respects been created fairly without any fraud or dishonesty. The Proposer has not directly or indirectly entered into any agreement or arrangement with any person or business in an effort to influence any part of this solicitation or operations of a resulting contract; and the Proposer has not taken any action in restraint of free trade or competitiveness in connection with this solicitation. Additionally, if Proposer has worked with a consultant on the Proposal, the consultant (an individual or a company) has not assisted any other entity that has submitted or will submit a proposal for this solicitation.
4. To the best of its knowledge and belief, and except as otherwise disclosed in the Proposal, there are no relevant facts or circumstances which could give rise to an organizational conflict of interest. An organizational conflict of interest exists when a vendor has an unfair competitive advantage or the vendor's objectivity in performing the contract is, or might be, impaired.
5. The contents of the Proposal have not been communicated by the Proposer or its employees or agents to any person not an employee or legally authorized agent of the Proposer and will not be communicated to any such persons prior to Due Date of this solicitation.
6. If awarded a contract, the Proposer will provide to Sourcewell Participating Entities the equipment, products, and services in accordance with the terms, conditions, and scope of a resulting contract.
7. The Proposer possesses, or will possess before delivering any equipment, products, or services, all applicable licenses or certifications necessary to deliver such equipment, products, or services under any resulting contract.
8. The Proposer agrees to deliver equipment, products, and services through valid contracts, purchase orders, or means that are acceptable to Sourcewell Members. Unless otherwise agreed to, the Proposer must provide only new and first-quality products and related services to Sourcewell Members under an awarded Contract.
9. The Proposer will comply with all applicable provisions of federal, state, and local laws, regulations, rules, and orders.
10. The Proposer understands that Sourcewell will reject RFP proposals that are marked "confidential" (or "nonpublic," etc.), either substantially or in their entirety. Under Minnesota Statutes Section 13.591, subdivision 4, all proposals are considered nonpublic data until the evaluation is complete and a Contract is awarded. At that point, proposals become public data. Minnesota Statutes Section 13.37 permits only certain narrowly defined data to be considered a "trade secret," and thus nonpublic data under Minnesota's Data Practices Act.
11. Proposer its employees, agents, and subcontractors are not:
 1. Included on the "Specially Designated Nationals and Blocked Persons" list maintained by the Office of Foreign Assets Control of the United States Department of the Treasury found at: <https://www.treasury.gov/ofac/downloads/sdnlist.pdf>;
 2. Included on the government-wide exclusions lists in the United States System for Award Management found at: <https://sam.gov/SAM/>; or
 3. Presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from programs operated by the State of Minnesota; the United States federal government or the Canadian government, as applicable; or any Participating Entity. Vendor certifies and warrants that neither it nor its principals have been convicted of a criminal offense related to the subject matter of this solicitation.

☒ By checking this box I acknowledge that I am bound by the terms of the Proposer's Affidavit, have the legal authority to submit this Proposal on behalf of the Proposer, and that this electronic acknowledgment has the same legal effect, validity, and enforceability as if I had hand signed the Proposal. This signature will not be denied such legal effect, validity, or enforceability solely because an electronic signature or electronic record was used in its formation. - Joe Weiler, Vice President, Sales Operations, T2 Systems, Inc.

The Proposer declares that there is an actual or potential Conflict of Interest relating to the preparation of its submission, and/or the Proposer foresees an actual or potential Conflict of Interest in performing the contractual obligations contemplated in the bid.

☒ Yes ☐ No

The Bidder acknowledges and agrees that the addendum/addenda below form part of the Bid Document.

Check the box in the column "**I have reviewed this addendum**" below to acknowledge each of the addenda.

File Name	I have reviewed the below addendum and attachments (if applicable)	Pages
There have not been any addenda issued for this bid.		

AMENDMENT #1
TO
CONTRACT # 080321-TSI

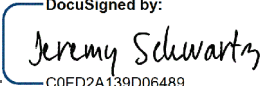
THIS AMENDMENT is effective upon the date of the last signature below by and between **Sourcewell** and **T2 Systems, Incorporated** (Supplier).

Sourcewell awarded a contract to the Supplier to provide Parking Management Systems with Related Equipment, Supplies, and Services to Sourcewell and its Participating Entities, effective October 5, 2021, through October 7, 2025 (Contract).

NOW, THEREFORE, the parties wish to amend the Contract to include Supplier’s Terms and Conditions into the Contract as they apply to purchases made by Participating Entities. The Terms and Conditions are attached and incorporated into this Amendment.

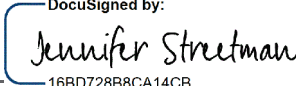
Except as amended by this Amendment, the Contract remains in full force and effect.

Sourcewell

By: 
C0FD2A139D06489...
Jeremy Schwartz, Chief Procurement Officer

Date: 6/27/2024 | 3:16 PM CDT

T2 Systems, Incorporated

By: 
16BD728B8CA14CB...
Jennifer Streetman

Title: SVP, Sales

Date: 6/27/2024 | 12:51 PM PDT