

## MEMORANDUM

**TO:** MAYOR AND CITY COMMISSION

**FROM:** CITY ATTORNEY'S OFFICE

**DATE:** May 6, 2024

**RE:** **Agreement with TCS International Inc. for Installation of Parking Guidance Systems at the Main Street and Heritage Plaza Parking Garages**

In order to make it easier for downtown visitors to find off-street parking, the City issued Request for Proposal No. 2023 RFP-161 for the installation of parking guidance systems at the Main Street and Heritage Plaza Parking Garages. On February 19, 2024, the City Commission awarded the RFP to TCS International, Inc. (TCS).

Pursuant to the RFP, TCS will install parking guidance systems at the Main Street and Heritage Plaza Parking Garages with variable message signs which display the number of available spaces in each garage. After further discussions among City staff and negotiations with TCS regarding implementation of the system, the layout plan for the space occupancy sensors was revised. Specifically, a change in the layout of the sensors was necessary to meet the City's operational needs for public parking in the Heritage Garage. The changes include single-space sensors for all spaces below the gate to the third floor of the Heritage Garage rather than just the City spaces, removal of ultrasonic sensors from the ramp to the third floor of the Heritage Garage, as well as replacing the desktop server in the original proposal with a rack-mounted one as requested by the City's IT Department.

The result of these changes is an increase in cost from the original proposal amount of \$236,225 to a revised cost of \$299,888. The project will be funded from the Parking System Future Expansion Fund, Public Improvement Fund, and Transportation Fund.

It is recommended that the City Commission approve the attached Agreement with TCS International, Inc. for the installation of parking guidance systems at the Main Street and Heritage Plaza Parking Garages and authorize the appropriate City officials to execute the Agreement. It is also recommended that the City Commission appropriate and increase estimated revenues in the amount of \$35,000 from the Transportation Fund Contingency Project and \$28,663 from the Public Improvement Fund Capital Contingency Project to the Parking System Future Expansion Fund to provide the total of \$299,888 necessary to complete this project.

Attachment

**AGREEMENT**

**THIS AGREEMENT** is made and entered into this \_\_\_\_ day of \_\_\_\_\_, 2024, by and between the City of Lakeland, Florida, a municipality organized and existing in accordance with the laws of the State of Florida, hereinafter referred to as the "City," located at 228 South Massachusetts Avenue, Lakeland, Florida 33801-5086, and Q-Free TCS, Inc., a Massachusetts corporation, doing business as TCS International, located at 55 Union Avenue, Sudbury, Massachusetts 01776, hereinafter referred to as the "Contractor."

**WITNESSETH:**

**WHEREAS**, City has previously determined that it has a need for parking guidance systems at the Main Street and Heritage Plaza Parking Garages in Lakeland, Florida; and

**WHEREAS**, City issued a Request for Proposal for such services pursuant to City of Lakeland 2023 RFP No. 161 (hereinafter, the "RFP"); and

**WHEREAS**, City awarded the RFP to Contractor; and

**WHEREAS**, Contractor has represented that it is able to satisfactorily provide the services according to the terms and conditions of the RFP, which are incorporated herein by reference, and the terms and conditions contained herein;

**NOW THEREFORE**, in consideration of the above recitals and the mutual covenants contained herein, the parties agree as follows:

1. Services to be Performed. Contractor hereby agrees to provide the City with parking guidance systems for the Main Street Garage and Heritage Plaza Parking Garage, as requested and more specifically described in the RFP and Contractor's Response to the RFP, attached hereto as **Exhibits "A" and "D,"** respectively, and incorporated herein by reference, and all other documents that form the Contract Documents for this Agreement.

2. Time of Service. Services shall be performed in a timely manner, as specified in the RFP.

3. Term of Agreement. This Agreement shall be in effect for an initial term commencing upon \_\_\_\_\_ (the "Effective Date") and remaining in effect until final acceptance of the parking guidance systems by the City and the satisfaction of all other obligations set forth in this Agreement. The Effective Date shall be the date upon which the last of the parties signs this Agreement.

4. Amendment of the Contract. This Agreement may be amended only by mutual written agreement of the parties.

5. Assignment/Subcontracting. The Contractor shall perform this Agreement. No assignment or subcontracting shall be allowed without the prior written consent of the City. In the event of a corporate acquisition and/or merger, the Contractor shall provide written notice to the City within thirty (30) calendar days of the occurrence of such action. The right to terminate this Agreement shall include, but not be limited to, instances in which a corporate acquisition and/or merger represent a conflict of interest or are contrary to any local, state or federal laws. Action by the City awarding an RFP to a contractor which has disclosed its intent to assign or subcontract in its response to the RFP, without exception shall constitute approval for purposes of this Agreement.

6. Termination. City may immediately terminate this Agreement if the Contractor is in material breach of this Agreement and fails to cure such breach after having been provided written notice of the breach and a thirty (30) day period in which to cure said breach. Contractor may immediately terminate this Agreement if the City is in material breach of this Agreement and fails to cure such breach after having been provided written notice of the breach and a thirty (30) day period in which to cure said breach.

Failure of the Contractor or City to comply with any of the provisions of this Agreement shall be considered a material breach of contract and shall be cause for termination of the Agreement as provided above at the discretion of the non-defaulting party.

In addition, in the event that sufficient budgeted funds are not available for a new fiscal period, the City shall notify the Contractor of such occurrence and the City shall terminate this Agreement on the last day of the then current fiscal period without penalty or expense to the City except as provided herein.

In the event of a termination of this Agreement by either the City or Contractor, City shall pay Contractor for all work properly performed to the date of termination and for all equipment, materials and supplies title to which have been transferred to the City free of encumbrances, and Contractor shall refund any amounts paid in advance by the City in excess of such amount.

In addition to all other legal remedies available to City, City reserves the right to cancel and obtain from another source any items which have not been provided within the period of time stated in the RFP, or if no such time is stated, within a reasonable period of time from the date of order or request, as determined by

City.

7. Prohibition of Contingent Fees. The Contractor warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for Contractor, to solicit or secure this Agreement and that it has not paid or agreed to pay any person, company, corporation, individual or firm other than a bona fide employee working solely for the Contractor any fee, commission, percentage, gift or other consideration contingent upon or resulting from the award or making of this Agreement. In the event of breach of this provision, the City shall have the right to terminate this Agreement without further liability and, in its sole discretion, deduct from the contract price, or otherwise recover, the full amount of any such fee, commission, percentage, gift or consideration paid as a result of said breach.

8. Compensation. City shall pay Contractor the total sum of \$299,888.00 as specified in the RFP and as set forth in Contractor's RFP response attached hereto and incorporated herein by reference as **Exhibit D**. Prices shall remain firm for the duration of the contract. All payments shall be made in accordance with Fla. Stat. § 218.70, et. seq., the Local Government Prompt Payment Act. City shall pay Contractor the actual costs of all reimbursable expenses incurred in connection with City approved Services pursuant to this Agreement, provided that reimbursement for travel and subsistence expenses shall be paid in accordance with the City of Lakeland's Consultant Reimbursement Policy, attached hereto and incorporated herein by reference as **Appendix 1**.

9. Ownership of Documents. Except as provided in Section 5.0 (Customer Agreement Terms and Conditions) of Contractor's RFP Response, all data, specifications, calculations, estimates, plans, drawings, construction documents, photographs, summaries, reports, memoranda and other documents, instruments, information and material prepared or accumulated by the Contractor or its subcontractors in rendering services pursuant to this Agreement shall be the sole property of the City, which may have access to the reproducible copies at no additional cost other than printing. In no event shall Contractor be liable or responsible to anyone for the City's use of any such information or material in another project or following termination of this Agreement.

10. Permits/ Licenses. Contractor must secure and maintain any and all permits and licenses required to complete services pursuant to this Agreement.

11. Access to Records/Audit. Contractor shall retain all records relating to this contract for a

period of at least three (3) years after final payment is made. Contractor shall maintain accounting records in accordance with generally accepted accounting principles and practices to substantiate all invoice amounts to the City. City reserves the right to audit such records upon notice to the Contractor.

12. Public Records. Contractor shall comply with Florida Statute Chapter 119, the Florida Public Records Act, as it relates to records kept and maintained by Contractor in performance of services pursuant to this Agreement.

**IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS: KEVIN COOK - DIRECTOR OF COMMUNICATIONS AT: PHONE: 863-834-6264, E-MAIL: KEVIN.COOK@LAKELANDGOV.NET, ADDRESS: ATTN: COMMUNICATIONS DEPARTMENT, 228 S. MASSACHUSETTS AVE., LAKELAND, FLORIDA 33801.**

In accordance with Florida Statute §119.0701, the Contractor shall keep and maintain public records required by the City in performance of services pursuant to the contract. Upon request from the City's custodian of public records, Contractor shall provide the City with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided pursuant to Florida Statute Chapter 119 or as otherwise provided by law. Contractor shall ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the Contractor does not transfer the records to the City. Contractor shall, upon completion of the contract, transfer, at no cost, to the City all public records in possession of the Contractor or keep and maintain public records required by the City to perform services pursuant to the contract. If the Contractor transfers all public records to the City upon completion of the contract, the Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Contractor keeps and maintains public records upon completion of the contract, the Contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the City, upon request from the City's custodian of public records, in a format that is compatible with the information technology systems of the City.

13. Minimum Insurance Requirements. Contractor must maintain insurance, at its own expense, in at least the amounts set forth in **Exhibit “B,”** attached hereto and incorporated herein by reference, throughout the term of this Agreement. The Contractor must provide a Certificate of Insurance in accordance with said Insurance Requirements evidencing such coverage prior to issuance of a purchase order or commencement of any work under this Agreement.

14. Indemnification. Contractor shall indemnify, pay the cost of defense of, including reasonable attorneys' fees and costs, and hold harmless the City from all suits, actions or claims of any character brought against the City in accordance with the indemnification provision set forth in **Exhibit “C,”** attached hereto and incorporated herein by reference.

15. Jurisdiction/Venue/Governing Law. Contractor and City consent to jurisdiction and venue of the courts of Polk County, Florida or the United States District Court in and for the Middle District of Florida, Tampa Division, in connection with any action or proceeding arising out of or relating to this Agreement, any document or instrument delivered pursuant to, in connection with, or simultaneously with this Agreement, or any breach of this Agreement or any such document or instrument. The laws of the State of Florida shall govern this Agreement and any action arising out of this Agreement, irrespective of Florida's choice of law provisions.

16. Independent Contractor Status. The Contractor is and shall remain an independent contractor and is neither an agent, employee, partner, nor joint venturer of the City.

17. Compliance with Laws. Contractor shall comply with all applicable local, state and federal ordinances, codes, laws, statutes, regulations and standards in force during the term of this Agreement.

18. Severability. The terms and conditions of this Agreement shall be deemed to be severable. Consequently, if any clause, term, or condition hereof shall be held to be illegal or void, such determination shall not affect the validity or legality of the remaining terms and conditions, and notwithstanding any such determination, this Agreement shall continue in full force and effect unless the particular clause, term, or condition held to be illegal or void renders the balance of the Agreement impossible of performance.

19. Documents Comprising Contract. The Contract Documents shall include this Agreement, as well as the following documents, which are incorporated herein by reference:

- a. City of Lakeland 2023 RFP No. 161 and all of its addenda and attachments, attached hereto as **Exhibit “A”**; and

- b. Contractor's Certificate of Insurance, attached hereto as **Exhibit "B"**; and
- c. Contractor's executed Indemnification and Hold Harmless, attached hereto as **Exhibit "C"**; and
- d. Contractor's RFP Proposal, attached hereto as **Exhibit "D."**

If there is a conflict between the terms of this Agreement and the above-referenced documents, then the conflict shall be resolved as follows: the terms of this Agreement shall prevail over the other documents, and the terms of the remaining documents shall be given preference in their above-listed order.

20. NOTICES. All notices pursuant to this Agreement shall be deemed sufficiently given when in writing and: (i) personally served on a party to be notified, (ii) delivered by overnight express courier, or (iii) three (3) business days following deposit in the United States mail, postage prepaid, certified delivery, directed to the party to be notified at the following address:

Contractor: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

As to City:

Director of Public Works  
City of Lakeland  
228 S. Massachusetts Ave.  
Lakeland, Florida 33801

With a copy to:

City Attorney  
City of Lakeland  
228 S. Massachusetts Ave.  
Lakeland, Florida 33801

**IN WITNESS WHEREOF**, the parties hereto have caused this Agreement to be executed by their duly

authorized officers on the day and year first written above.

CITY OF LAKELAND, FLORIDA

CONTRACTOR

\_\_\_\_\_  
H. William Mutz, Mayor

\_\_\_\_\_  
President (Signature)

\_\_\_\_\_  
President (Printed Name)

[Corporate Seal]

ATTEST:

ATTEST:

By: \_\_\_\_\_  
Kelly S. Koos, City Clerk

By: \_\_\_\_\_  
(Attesting Witness' name/title)

APPROVED AS TO FORM AND CORRECTNESS:

By: \_\_\_\_\_  
Palmer C. Davis, City Attorney

**TCS INTERNATIONAL PRESENTS**

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# **City of Lakeland, FL**

**2023 RFP-161**

**PARKING GUIDANCE SYSTEM REV3.1**

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## **CONTACT**

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**TCS International Inc.**  
**55 Union Avenue – Sudbury, MA 01776**  
**P. 978.443.2527**

**7243375 Canada Inc./ TCS International**  
**3445 Lake Shore Dr W**  
**Etobicoke, ON M8W 1N2**  
**P. 416.259.4862**  
**E. [sales@tcsintl.com](mailto:sales@tcsintl.com) W. [www.tcsintl.com](http://www.tcsintl.com)**





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## 1.0 Project Approach

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### 1.1 TCS International Parking Solutions

The TCS International solution is tried, evaluated, and combines well-known components with the latest technology. This gives customers confidence that they are purchasing a trusted system that is high-performing and future-proof.

The system is developed and refined from our proven design philosophy based on four main value propositions: *accuracy*, *reliability*, *flexibility*, and *minimal maintenance*. The general aspect of the TCS International design philosophy value propositions can be summarized as follows:

**Accuracy** – our parking guidance systems shall be correct and consistent and provide the highest possible count accuracy.

**Reliability** – our parking guidance systems shall be dependable for parking operators as well as end users under all varying applicable operating conditions.

**Flexibility** – our parking guidance system shall be designed for the present and prepared for the future, with limitless scalability and sustainability over the full life cycle in mind.

**Minimal maintenance** – our parking guidance systems shall use high quality components and simple mechanisms that allow for high automation rates with minimal manual intervention and a predictable maintenance schedule.

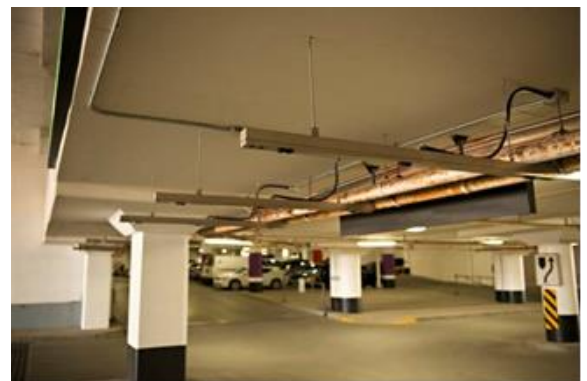
These value propositions ensure that the system maximizes the overall value for the parking system operator/end customer through best performance and lowest costs.

### 1.2 Overview of our Proposed Parking Guidance System Technology

#### 1.2.1 Main Street Garage PGS System

TCS International's facility count system is the most accurate and advanced system on the market. Vehicle entry/exit at the Main Street Garage entry/exits are monitored by overhead mounted Ultrasonic Directional Sensors (USDS). These sensors measure vehicle entry exit and driving direction accurately providing reliable counting information to the server backend and to strategically placed wayfinding signage.

These Ultrasonic Directional sensors are suspended from ceilings at the counting points with threaded rod. Using A-B logic the ultrasonic beams are configured to identify the profile of a vehicle only and track the direction of travel (in-bound or out-bound). This calibration allows the system to not be "tricked" by pedestrians, carts, debris bicycles etc. The intelligence of the system allows for the tracking of wrong way traffic, meaning a vehicle entering an exit would be a "wrong way" count and automatically corrected in the software.



Mounting these sensors to the ceiling gives TCS International the advantage over competitive solutions which require saw-cutting loops into the parking deck thus requiring x-raying etc. These sensors can also easily be moved should traffic pattern change.

Within our system, we have the flexibility to provide single USDS for delineated entry/exit and/or ramp lanes as well as 3-unit “cluster” design configurations that can cover extra wide (20'+) lanes on entries/bi-directional ramps. Utilizing the TCS International “cluster” design eliminates the need for lane delineation on the ramps and the additional use of flexible posts, bollards, etc. while providing the highest accuracy total garage/floor counts.

### 1.2.2 Heritage Garage PGS System

For the Heritage Garage, every covered parking space on Level A & B is monitored by an overhead mounted single space sensor at the end of each parking stall utilizing a raceway of uni-strut or EMT conduit carrying the required low voltage cable. Our end of space installation provides higher visibility for drivers driving down a drive aisle. Combining sensor and indicator light into the same housing vs. sensor in parking space middle and indicator light at the end as some of our competitors, provides significant savings on installation.



Our sensor detects vehicle presence by ultrasonic distance measurements. Ultrasonic distance measurement is the most accurate method of detection at nearly 100% for cars/trucks/SUVs, not triggered or false read by dust, nor dependent on parking orientation of the car (i.e., License Plate detection requires a license plate to be pointing out of the parking stall).

Our sensors provide full RGB LED status indication, so any color can be assigned to a parker type. We also provide flashing capability as well as the ability to turn the sensor LEDs off when the space gets occupied. Typically, GREEN indication is used for general spaces, BLUE indication is used for ADA spaces, and AMBER indication is used for preferred and/or VIP spaces. When a vehicle enters the parking space the sensor LEDs switch to red, and the change in occupancy is transmitted to a zone controller and from there to strategically placed wayfinding signage.

With IP 65 protection and easy installation, our sensors require little to no maintenance.

Our system design allows for individual space occupancy indication, i.e., every space has an LED indicator light versus some of our competitors having an indicator light for multiple spaces in the middle of the drive aisle. In our experience the “multi-space light middle of drive aisle” approach produces confusion as to the purpose of these lights along with the possibility of multiple cars driving down the same aisle with only a single space available. If preferred, the RED status can also be turned off when a vehicle enters the space, as some customers prefer only availability indication.

### 1.2.3 Exterior Signs

Included in our submission is a standard sign design using a Variable Message display for custom messages per the RFP requirements at each garage entrance.

The variable message display in the entry signs can show up to 4-digits in RGB colors and scan scroll any pre-programmed custom messages.



Sign design is highly customer specific. Using our extensive experience in sign design, with no sign design provided in the RFP, TCS will work closely with the City during the design process to ensure that color and design specs are in-line with City standards.

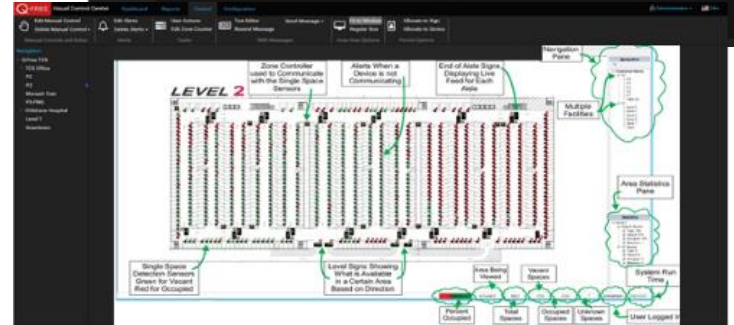
## 1.2.4 Central APGS Software (VCC) – Client Based Software Solution

TCS International will provide a client based APGS software solution, which allows for multi-user access and dashboard controls through a web portal. Our APGS software has a customer friendly, windows based, easily maneuverable GUI interface, providing overall status information as well as the ability to generate statistics, and run reports. The dashboard overview provides easy access to the most important system data.



**There are no 3rd party software packages in our proposal. All software is owned by TCS International. Future expansion to other garages, facilities, roadway signs etc. is readily available.**

**There are no recurring software fees in our client based solution; the City owns the software after implementation.**



## 1.2.5 Open API

TCS International has an open API and can provide parking availability information to any known 3<sup>rd</sup> party parking app provider such as Passport, SpotHero, SpotAngels etc. Our open API also makes it easy to integrate parking availability information to your own website or app.

Examples of TCS International integrated parking information on customer websites/apps:

- <https://www2.montgomerycountymd.gov/gisparking/parkingpublicmap.htm>
- <https://www.jmu.edu/parking/>
- <https://www.calgaryparking.com/findparking/lotlocations>

## 2.0 PGS Project Approach

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Providing services in our competence, we feel we are a highly skilled group with experience in 500+ global parking projects.

For this project, our project approach is as follows:

- The following tasks will be completed during the kick-off meeting:
  - Finalize any open questions or issues not already addressed.
  - Finalization of system design for the parking structure to ensure customer expectations and requirements are met.
  - Investigate current power locations to ensure required enclosures are in optimum locations to be less obtrusive and efficient.
  - Using experience to make suggested quantity and location suggestions for intelligent signage. Creating the optimum WAY FINDING and information platform for users.
- In our experience with PGS systems, sign design confirmation and assembly usually determine the critical path.
- We will submit detailed project submittals within given timelines.
- The owner is required to sign off on the submittals.
- Once approved, all counting equipment will be assembled in its entirety, from our stock inventory at our headquarters in Sudbury, MA.
- The provision of the space availability signage cabinets is contracted to our approved sign cabinet manufacturer using TCS International manufactured LED displays.
- The installation of the conduit, cabling and PGS equipment will be performed by a Task Force Systems with TCS International's remote support.
- Once the installation is completed, TCS International will commission the site and train owner personnel on the equipment; and
- Any post-installation related issues and warranty support will be addressed directly by TCS International.

### 2.1 Installation Testing

- **Single Space Sensors (TUS-300):** TCS International will test the start-up and connectivity of each sensor and confirm that each sensor is counting correctly and has a strong connection to the communication point.
- **Ultrasonic Directional Sensors (USDS):** TCS International will test the start-up and connectivity of each USDS and confirm that each sensor is counting correctly and has a strong connection to the communication point.
- **Signs:** TCS International will test the start-up and connectivity of the signs to the communication point as well as test the LEDs' brightness on all signs.
- **Communication Equipment:** TCS International will test the connectivity throughout the facility to make sure data is successfully being transmitted to and from the Parking Guidance Server. This includes the control and status updates on the Visual Control Center Software.

### 2.2 Subcontractor Overview

TCS Inc. will be working with Task Force Services LLC with headquarters located in Cedar Park, TX for the installation portion of the PGS system. We have worked with Task Force Services on various other PGS system installations, and they are trained on all TCS PGS product lines. We recently completed a 6,500+ space multi-garage project for the Charles Schwab employee campus garages in Dallas and Austin,

Task Force Services is an installation, security, and service provider, servicing most continental US states. Task Force Services will be responsible for the installation of the TCS PGS. Some of their

team members have worked with TCS on other PGS projects in Texas such as the City of Austin city-wide PGS system. Task Force Systems has credentials and licenses to operate in the State of Florida.

Recently completed/ongoing projects include:


- Charles Schwab Employee Campus Garages Westlake TX:
  - Phase 1 Employee Garage G1:
    - Over 2,100 single space sensors
    - Roof sensors
    - 20+ Space Availability Signage
    - Central APGS server
    - System components installed.
    - Commissioning completed in 2021.
  - Phase 2 Employee Garage 2:
    - Over 3,500 single space sensors
    - Roof sensors
    - 40+ Space Availability Signage
    - Connection to central APGS server for both garages
    - Commissioning completed in 2021.
- Charles Schwab Employee Campus Garages Austin, TX:
  - Employee Garage:
    - Almost 1,200 single space sensors
    - Roof sensors
    - 15+ Space Availability Signage
    - Central APGS server
    - System components installed.
    - Commissioning completed in 2021.
- City of Austin, TX:
  - Facility counting for multiple city garages.
  - Custom designed space availability signage
  - Custom designed large roadway signs (5) on major intersections throughout the city
  - Central PGS server
  - System components and roadway signs installed.
  - Final commissioning completed in 2023.

### 3.0 Detailed PGS System Breakdown & Pricing

The proposal is the recommended system design based on RFP specifications/TCS layout drawings Main St ver1 & Heritage ver5.

#### 3.1 Main Street Garage:

QTY	PART#	DESCRIPTION	UNIT COST	TOTAL COST
5	USDS	<p><b>Ultrasonic Directional Sensors:</b></p> <ul style="list-style-type: none"> <li>• Three (3) unit cluster configuration at wide garage/level entrances/exits and single unit standard configuration at standard width garage/level entrances/exits provided.</li> <li>• Built in central processing unit to control sensor logic.</li> <li>• Built in self-test diagnostics.</li> <li>• Maximum mounting height 8 ft.</li> <li>• Directional counting of vehicles.</li> <li>• Maximum effective speed 12 mph.</li> <li>• 24 VDC low voltage.</li> <li>• Output: plus-minus pulses and/or serial interface via RS-485.</li> <li>• Max. 24'/Delineation recommended for optimal cluster counting accuracy.</li> <li>• Max. 12'/Delineation recommended for optimal standard counting accuracy.</li> <li>• Dimensions: 74" L x 2.75" H x 2.5" W; and</li> <li>• Weight: 15.5 lbs.</li> </ul> <p><i>NOTE:</i></p> <ul style="list-style-type: none"> <li>• Proximity of vehicles under sensor can skew accuracy.</li> <li>• Spacing of sensors depends on garage floor layout and is customized per installation; and</li> <li>• TCS International is not responsible for accurate system counts if proper lane delineation, if required, is not implemented, and maintained by others.</li> </ul>	\$755.00	\$3,775.00
2	USDS-CP	<p><b>Communication Point Enclosures:</b></p> <p>All components for local network wireless clusters connected to USDS communication points (CP).</p> <ul style="list-style-type: none"> <li>• Ultrasonic directional sensor communication point enclosures provided including:</li> </ul>	\$741.00	\$1,482.00


QTY	PART#	DESCRIPTION	UNIT COST	TOTAL COST
		<ul style="list-style-type: none"> <li>○ Wireless communication equipment (i.e., modems, power supplies, etc.).</li> <li>○ Power supplies for USDS and/or signs; and</li> <li>○ Peripherals, etc.</li> <li>● Equipment pre-configured in 14" x 12" x 6" NEMA 4 PVC indoor enclosures.</li> </ul>		
1	RP	<p><b>Repeater Communication Point Enclosure:</b> All components for local network wireless clusters connected to repeater communication points (RP) to ensure proper wireless communication.</p> <ul style="list-style-type: none"> <li>● Repeater point enclosure provided including: <ul style="list-style-type: none"> <li>○ Wireless communication equipment (i.e., modems, power supplies, etc.)</li> </ul> </li> <li>● Equipment pre-configured in 14" x 12" x 6" NEMA 4 PVC indoor enclosures</li> </ul>	\$721.00	\$721.00
1	GW	<p><b>Gateway Enclosure:</b> All components for local network wireless clusters connected to wireless gateway (GW).</p> <ul style="list-style-type: none"> <li>● Wireless gateway enclosure provided including: <ul style="list-style-type: none"> <li>○ Wireless communication equipment (i.e., gateways, power supplies, etc.).</li> </ul> </li> <li>● Equipment pre-configured in 14" x 12" x 6" NEMA 4 PVC indoor enclosure</li> </ul> <p><i>NOTE: Wireless gateway (GW) must be physically connected to the existing customer network or directly to the PGS server.</i></p>	\$1,256.00	\$1,256.00
2	FS-VMS/M	<p><b>Main Street Garage Entry Sign (Sample Sign Design):</b></p> <ul style="list-style-type: none"> <li>● Garage entry sign indicating public space availability at Main Street Garage entrance/s.</li> <li>● Approximate dimensions: 19" H x 32" W x 6.5" D.</li> <li>● Single sided sign.</li> <li>● Space availability display per cabinet:</li> </ul> 	\$4,363.00	\$8,726.00

QTY	PART#	DESCRIPTION	UNIT COST	TOTAL COST
		<ul style="list-style-type: none"> <li>○ 4-Digit single stroke seven segment display.</li> <li>○ 5" LED Character height.</li> <li>○ Number of spaces and OPEN in green.</li> <li>○ FULL in red; and</li> <li>○ 24 VDC low voltage.</li> <li>● White reflective vinyl lettering.</li> <li>● Super bright wide viewing angle LEDs; and</li> <li>● Will match existing single corporate color if required.</li> </ul> <p><i>NOTE: Sign price only for quoted sign dimensions, design, and mounting. Changes to sign design, dimensions, mounting etc. will require a new quote.</i></p>		
2	WM	<b>Wall Mount for Main Street Garage Entry Sign</b>	Incl.	Incl.
1	IN	<p><b>Installation:</b> Inclusions:</p> <ul style="list-style-type: none"> <li>● Installation of CP enclosures.</li> <li>● Provision of 120 VAC power and conduit per local code to each CP enclosure.</li> <li>● Installation of directional sensors to ceiling with threaded rod and anchors Provision and installation of conduit with 6 conductor of 18 AWG from CP to the first directional sensor of each bus line.</li> <li>● Provision and installation of conduit with 6 conductor of 18 AWG between each directional sensor on the bus line.</li> <li>● Installation of entry signs.</li> <li>● Provide and installation of conduit with 4 conductor 18 AWG to level/entry signs from CP points.</li> <li>● Installation of AP gateway enclosure. Provision and installation of 120 VAC power for gateway AP enclosure</li> </ul> <p>Exclusions:</p> <ul style="list-style-type: none"> <li>● Painting &amp; patching and asbestos or lead work.</li> <li>● Forced overtime work due to others.</li> <li>● Any allowances, GC work, demolition work, clean up &amp; rubbish removal.</li> <li>● Required digging, trenching, concrete, asphalt, and protective bollards.</li> </ul>	N/A	\$25,317.00

QTY	PART#	DESCRIPTION	UNIT COST	TOTAL COST
		<ul style="list-style-type: none"> <li>Bonds, additional insurance, permits, certified engineering drawings, certifications, foundation design, inspection fees, etc.</li> <li>Lost revenue and traffic control.</li> </ul> <p>Assumptions:</p> <ul style="list-style-type: none"> <li>The installation price is for work performed during standard hours.</li> <li>Large sections of the garage can be blocked off during install; and</li> <li>Work to be completed on a consecutive workday schedule (Mon.-Fri.). Work to be done on a day to day, week to week schedule in conjunction with Heritage Garage work.</li> </ul>		
1	DES	<b>System Design:</b> <ul style="list-style-type: none"> <li>Standard in-house system design; and</li> <li>Includes documentation, drawings, and all related design work.</li> </ul>	N/A	\$1,620.00
1	PM	<b>Remote Project Management:</b> <ul style="list-style-type: none"> <li>Perform all off-site coordination and remote project management to supply the PGS system.</li> </ul>	N/A	\$2,220.00
1	FR	<b>Standard Freight &amp; Handling:</b>	N/A	\$1,436.00
1	SC	<b>System Commissioning &amp; Training:</b> <ul style="list-style-type: none"> <li>Provide on-site technician for final commissioning support.</li> <li>Perform all testing for PGS system.</li> <li>Travel related expenses for up to (2) contiguous days during the system commissioning phase of the project included and</li> <li>Provide on-site user training on the PGS System as part of the on-site system commissioning efforts, including: <ul style="list-style-type: none"> <li>System overview.</li> <li>Hardware training.</li> <li>System troubleshooting; and</li> <li>General system maintenance &amp; repair.</li> </ul> </li> </ul> <p><i>Note: System Commissioning and Training to be provided on the same trip as for the Heritage Garage.</i></p>	N/A	\$4,557.00

### 3.2 Heritage Garage:

QTY	PART#	DESCRIPTION	UNIT COST	TOTAL COST
263	TUS-300	<b>RGB Single Space Sensors for City Spaces</b> <ul style="list-style-type: none"> <li>• Smart design located at the end of each covered parking space on Level A &amp; B</li> <li>• Higher visibility with end of space installation.</li> <li>• Measuring vehicle occupancy through ultrasonic distance measurement.</li> <li>• Occupancy status indicating LEDs: <ul style="list-style-type: none"> <li>○ RGB color standard space units with i.e., green status for available space, red status for occupied space, and amber status for reserved or EV space and blue status for handicapped space, etc., provided</li> <li>○ Freely programmable RGB colors to fit customer requirements</li> </ul> </li> <li>• IP 65 rating.</li> <li>• RS-485 multi-drop communications to area controller; and</li> <li>• Max. mounting height 3 m.</li> </ul>	\$74.00	\$19,462.00
2	HH	<b>Handheld Programmers for Single Space Sensors</b>	\$60.00	\$120.00
4	SS-CP	<b>Communication Enclosures:</b> All components for local network wireless clusters connected to communication points (CP): <ul style="list-style-type: none"> <li>• Single space communication point enclosure provided including: <ul style="list-style-type: none"> <li>○ Single space zone controllers: <ul style="list-style-type: none"> <li>▪ Configured to manage inputs from all facility single space sensors.</li> <li>▪ Monitors single space sensors, maximum 96 single space sensors per area controller (3 bus lines).</li> <li>▪ Bus line maximum cable length 100 meters.</li> <li>▪ Total quantity depending on floor plan layouts.</li> <li>▪ Offline operation if communication to server fails.</li> <li>▪ Wireless communication chip &amp; antenna.</li> </ul> </li> </ul> </li> </ul>	\$1,140.00	\$4,560.00

QTY	PART#	DESCRIPTION	UNIT COST	TOTAL COST
		<ul style="list-style-type: none"> <li>○ Peripheral equipment (i.e., power supplies, etc.).</li> <li>● Equipment pre-configured in 18" x 16" x 8" NEMA 4 PVC indoor enclosure.</li> </ul>		
1	GW	<p><b>Gateway Enclosure:</b> All components for local network wireless clusters connected to wireless gateway (GW).</p> <ul style="list-style-type: none"> <li>● Wireless gateway enclosure provided including:               <ul style="list-style-type: none"> <li>○ Wireless communication equipment (i.e., gateways, power supplies, etc.).</li> </ul> </li> <li>● Equipment pre-configured in 14" x 12" x 6" NEMA 4 PVC indoor enclosure</li> </ul> <p><i>NOTE: Wireless gateway (GW) must be physically connected to the existing customer network or directly to the PGS server.</i></p>	\$1,256.00	\$1,256.00
2	W-BEE/SIGN	<p><b>Wireless Communication Equipment for Entry Sign Location/s</b></p> <ul style="list-style-type: none"> <li>● Includes 120 VAC wireless modem and peripherals for entry sign location/s</li> </ul>	\$525.00	\$1,050.00
2	FS-VMS/H	<p><b>Heritage Street Garage Entry Sign (Sample Sign Design):</b></p> <ul style="list-style-type: none"> <li>● Garage entry sign indicating public space availability at Heritage Garage entrance/s.</li> <li>● Approximate dimensions: 19" H x 32" W x 6.5" D.</li> <li>● Single sided sign.</li> <li>● Space availability display per cabinet:               <ul style="list-style-type: none"> <li>○ 4-Digit single stroke seven segment display.</li> <li>○ 5" LED Character height.</li> <li>○ Number of spaces and OPEN in green.</li> <li>○ FULL in red; and</li> <li>○ 24 VDC low voltage.</li> </ul> </li> <li>● White reflective vinyl lettering.</li> <li>● Super bright wide viewing angle LEDs; and</li> <li>● Will match existing single corporate color if required.</li> </ul> 	\$4,363.00	\$8,726.00

QTY	PART#	DESCRIPTION	UNIT COST	TOTAL COST
		<i>NOTE: Sign price only for quoted sign dimensions, design, and mounting. Changes to sign design, dimensions, mounting etc. will require a new quote.</i>		
2	WM	<b>Wall Mount for Heritage Garage Entry Sign</b>	Incl.	Incl.
1	IN	<p><b>Installation:</b> Inclusions:</p> <ul style="list-style-type: none"> <li>• Installation of CP enclosures.</li> <li>• Provision of 120 VAC power and conduit per local code to each CP enclosure.</li> <li>• Installation of all single space sensors to the ceiling.</li> <li>• Provision and installation of conduit with 4 conductors 18 AWG from CP to the first sensor on the bus line.</li> <li>• Provision and installation of conduit with 4 conductor 18 AWG between each sensor on the bus line.</li> <li>• Installation of entry signs.</li> <li>• Provision of 120 VAC power and conduit per local code to each entry sign</li> <li>• Installation of AP gateway enclosure.</li> <li>• Provision and installation of 120 VAC power for gateway AP enclosure; and</li> <li>• Provision and installation of pathway and cabling (Cat5 or better) from gateway to owner’s existing network and from computer (location to be determined) to owner’s existing network.</li> </ul> <p>Exclusions:</p> <ul style="list-style-type: none"> <li>• Painting &amp; patching and asbestos or lead work.</li> <li>• Forced overtime work due to others.</li> <li>• Any allowances, GC work, demolition work, clean up &amp; rubbish removal.</li> <li>• Required digging, trenching, concrete, asphalt, and protective bollards.</li> <li>• Bonds, additional insurance, permits, certified engineering drawings, certifications, foundation design, inspection fees, etc.</li> <li>• Lost revenue and traffic control.</li> </ul> <p>Assumptions:</p> <ul style="list-style-type: none"> <li>• The installation price is for work performed during standard hours.</li> </ul>	N/A	\$188,236.00

QTY	PART#	DESCRIPTION	UNIT COST	TOTAL COST
		<ul style="list-style-type: none"> <li>Large sections of the garage can be blocked off during install; and</li> <li>Work to be completed on a consecutive workday schedule (Mon.-Fri.). Work to be done on a day to day, week to week schedule in conjunction with Main Street Garage work.</li> </ul>		
1	DES	<b>System Design:</b> <ul style="list-style-type: none"> <li>Standard in-house system design; and</li> <li>Includes documentation, drawings, and all related design work.</li> </ul>	N/A	\$2,882.00
1	PM	<b>Remote Project Management:</b> <ul style="list-style-type: none"> <li>Perform all off-site coordination and remote project management to supply the PGS system.</li> </ul>	N/A	\$2,220.00
1	FR	<b>Standard Freight &amp; Handling:</b>	N/A	\$2,631.00
1	SC	<b>System Commissioning &amp; Training:</b> <ul style="list-style-type: none"> <li>Provide on-site technician for final commissioning support.</li> <li>Perform all testing for PGS system.</li> <li>Travel related expenses for up to (2) contiguous days during the system commissioning phase of the project included and</li> <li>Provide on-site user training on the PGS System as part of the on-site system commissioning efforts, including:               <ul style="list-style-type: none"> <li>System overview.</li> <li>Hardware training.</li> <li>System troubleshooting; and</li> <li>General system maintenance &amp; repair.</li> </ul> </li> </ul> <p><i>Note: System Commissioning and Training to be provided on the same trip as for the Main Street Garage.</i></p>	N/A	\$4,557.00

### 3.3 Central PGS Server (Hardware & Software):

QTY	PART#	DESCRIPTION	TOTAL COST
1	SERV-H/R	<b>System Server Hardware – Rack Mount Server:</b>    Central PGS Server Hardware:	\$5,060.00

QTY	PART#	DESCRIPTION	TOTAL COST
		<ul style="list-style-type: none"> <li>• Dedicated PGS rack server Dell R-250 or equivalent.</li> <li>• Operating System Windows Server 2022.</li> <li>• CPU: Intel Xeon, 3.0GHz or similar.</li> <li>• Hard Drive: 1 TB.</li> <li>• Minimum 16 GB RAM.</li> </ul> <p><i>Note: Rack enclosure, switches, and other network equipment by others.</i></p>	
1	PGS - SOFT	<p><b>Central PGS Software:</b> Software:</p> <ul style="list-style-type: none"> <li>• Server based software with web user interface for dashboard controls.</li> <li>• Microsoft™ Windows based.</li> <li>• Operating language English.</li> <li>• Real time graphical analysis for operator control with GUI for parking facility.</li> <li>• Central communications and complete single control and programmability of LED signage and ultrasonic detectors.</li> <li>• Password protected access.</li> <li>• All reprogramming changes are logged.</li> <li>• Complete reporting and statistics for floor counts, occupancy, turnover, alarms, and customizable reports.</li> <li>• Storage and access of historical data.</li> <li>• Alarm monitoring for dynamic signage &amp; counting locations; and</li> <li>• <b>Remote TeamViewer capability required prior to system commissioning &amp; training.</b> <ul style="list-style-type: none"> <li>○ Customer supplied anti-virus software recommended.</li> </ul> </li> </ul>	<b>\$6,375.00</b>
1	API	<p><b>API Tool:</b></p> <ul style="list-style-type: none"> <li>• API tool allowing export of data for upload to client website/mobile app.</li> <li>• Updated counts sent by the PGS system automatically; and</li> <li>• <b>SAMPLE WEBINTERFACE:</b> <ul style="list-style-type: none"> <li>○ <a href="https://www.imu.edu/parking/faculty-staff/space-counts.shtml">https://www.imu.edu/parking/faculty-staff/space-counts.shtml</a></li> </ul> </li> </ul>	<b>Incl.</b>

### 3.4 Spare Parts:

QTY	PART#	DESCRIPTION	UNIT COST	TOTAL COST
12	TUS-300	Spare RGB Single Space Sensors:	<b>\$74.00</b>	<b>\$888.00</b>
1	USDS	Spare USDS Sensor:	<b>\$755.00</b>	<b>\$755.00</b>



### 3.5 Price Summary

#### DESCRIPTION

**Price Summary:**

Total Main Street Garage	\$51,110.00
Total Heritage Garage	\$235,700.00
Central PGS Server	\$11,435.00
Spare Parts	\$1,643.00
<b>PGS Proposal Total</b>	<b>\$299,888.00</b>

The proposal is the recommended system design based on RFP specifications/TCS layout drawings Main St ver1 & Heritage ver5.

**Terms:**

- 30% mobilization with proposal acceptance and/or issuance of PO.
- 60% upon equipment delivery.
- The final invoice (10%) will be issued upon completion of the project and is payable upon receipt.
- This quote is valid for 60 days. Prices are subject to increase after the validity period.
- All prices in US Dollars.
- All orders are binding upon proposal signing and/or PO reception at 100% proposal total.
- Order will be confirmed within one week after receipt of signed proposal and deposit.
- The purchaser is responsible for system maintenance upon project completion.

**DISCLAIMER:**

- All POs to be issued to TCS International TCS, Inc.
- In the event of any discrepancy in pricing in this proposal, unit prices shall govern over total prices.
- TCS International will not be responsible for any costs accrued based on misinformation represented on the customer provided drawings at the time of quotation.
- This document and information are property of TCS International and is not intended for the use of any but the Business Entity to whom this proposal is addressed.
- TCS International is not liable for physical or monetary damages associated with onsite services, as well as installation or post installation of the purchased equipment and/or system.
- This proposal does NOT include a calculation of Sales, User, State, or Provincial Taxes. These taxes are the sole responsibility of the customer unless tax exempt certificate is provided

All work is guaranteed to be as specified and will be completed in a professional manner per standard practices. Any alteration or deviation from the above specifications involving extra costs will be executed only upon written orders and will become an extra charge over and above the estimate. All agreements contingent upon strikes, accidents or delays are beyond our control. Owner to carry fire, tornado, and other necessary insurance. Worker's Compensation insurance fully covers our workers.

**Acceptance of Proposal** – The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do work as specified.

Date of Acceptance: \_\_\_\_\_

Authorized Signature \_\_\_\_\_

Name: \_\_\_\_\_

PO #: \_\_\_\_\_

## 4.0 Warranty

DESCRIPTION
<p><b>Limited Warranty:</b></p> <ul style="list-style-type: none"> <li>• TCS International (“TCS”) warrants to its direct customer (“Customer”) that each TCS product purchased by Customer (each, a “Product”) will conform in all material respects to TCS published specifications for such Product for a period of two (2) years from the date of Customer’s completion of system commissioning or 26 months from date of TCS International shipment, whichever incurs the earliest. Spare parts warranty is 90 days from equipment shipment.</li> <li>• TCS provides warranty services during its normal business hours and requires TeamViewer access for troubleshooting. If TeamViewer access is not provided, TCS will charge for all phone &amp; site services per TCS’ standard rates. Normal business hours are Monday through Friday, 8:00 am to 5:00 pm EST, excluding all US holidays. After-hours phone support is available for an additional fee.</li> <li>• Dell international warranty applies to all dell equipment for international sales where applicable.</li> <li>• This warranty shall not apply if the Customer uses a Product in conjunction with any feature or device not approved in advance and in writing by TCS.</li> <li>• This warranty shall not apply if watertight connections for conduit, conduit fittings, and connectors are not utilized to protect electronic components or if LED failure in 3rd party sign cabinets is due to cabinet integrity, moisture, condensation, or leakage determined at TCS’ discretion.</li> <li>• This warranty does not cover acts of God (i.e., lightning, earthquakes, flooding, etc.), vandalism, or unintended use or conditions of these products.</li> <li>• This warranty does not cover any damage caused by the failure to provide a continuously suitable environment including, but not limited to: (i) neglect or misuse, (ii) a failure or sudden surge of electrical power, (iii) direct or indirect water exposure, (iv) improper air conditioning or humidity control, or (v) any other cause other than ordinary use.</li> <li>• TCS’ sole obligation under the foregoing warranty shall be to repair or replace, at its option, any Product that fails to comply with the foregoing warranty and is returned to TCS within the warranty period. Customer shall bear shipping expenses to TCS’ facility. TCS will bear shipping expenses back to the customer. Labor expenses for diagnostics and/or repairs by TCS for items not deemed under warranty will be billed at standard rates.</li> <li>• This warranty extends only to the Customer, and does not cover Product components that are by nature expendable (i.e., batteries, lamps/bulbs, delineators, etc.) or any on-site labor or material costs associated with removal or replacement of Products or components thereof, nor supporting costs associated and scheduling of police, flagmen, permits, etc.</li> <li>• In the event Customer purchases from or through TCS materials, equipment or software manufactured by a party other than TCS (“Third Party Products”), this warranty shall not apply to such Third-Party Products and in lieu thereof TCS shall use reasonable efforts to pass through to Customer any manufacturer’s warranty regarding the Third-Party Products.</li> <li>• The foregoing warranty is in lieu of all other warranties, express or implied, including without limitation the implied warranties of merchantability, non-infringement, or fitness for a particular purpose, all of which are hereby disclaimed by TCS. The United Nations Convention on Contracts for the International Sale of Goods shall not apply. TCS does not warrant that the operation of any software will be uninterrupted or error free.</li> <li>• TCS International does not take any liability for (i) incorrect registration/detection or lack of such; (ii) under-/overcharging users for parking, or (ii) otherwise incorrect enforcement conducted based on output from the Product.</li> <li>• In no event shall TCS be liable for any loss of profits, loss of income, loss of revenue, or any indirect, special, punitive, or consequential damages arising out of this warranty or otherwise related to any Product</li> <li>• The liability of TCS for loss or damage arising out of or related to any Product, whether in contract, tort or under any other legal theory, shall in no event exceed 50% of the price paid by the Customer for the Product.</li> </ul>

## 5.0 Customer Agreement Terms and Conditions

**Software:** With respect to the software that is part of the Equipment, you acknowledge and agree that (a) this Agreement permits you, the original user, to use the software solely in the device or computer it is embedded/installed in by TCS (b) you may not transfer the software to another device, computer or storage media (c) you may not disassemble, reverse engineer, copy, sublicense, or distribute the software except as allowed in this agreement, (d) you may transfer the software to another person only if you deliver the device or computer it is embedded/installed in along with any documentation to that person without retaining any copies and that person complies with the terms of this agreement, (e) TCS retains ownership of the software, and (f) the software contains confidential, propriety information that is a valuable trade secret of TCS and is protected by copyright laws and you will keep such information strictly confidential.

**Limited Warranty:** The limited warranty applicable to the Equipment is set forth in TCS' standard warranty terms, which accompany this Agreement and are incorporated by reference herein. All other warranties, express or implied, are hereby refused, including without limitation the implied warranties of merchantability, non-infringement, or fitness for a particular purpose.

**Governing Law:** This Agreement shall be constructed in accordance with the laws of the State of Florida without regard to its choice of law provisions. The United Nations Convention on Contracts for the International Sale of Goods shall not apply. Any dispute arising out of or related to this Agreement shall be brought in a court of appropriate subject matter authority located in the State of Florida, and you hereby consent to the exclusive authority of such courts.

**Limitation of Remedies and Liability:** YOUR SOLE AND EXCLUSIVE REMEDIES FOR DEFECTIVE EQUIPMENT SHALL BE AS SET FORTH IN TCS' STANDARD WARRANTY TERMS REFERENCED ABOVE. IN NO EVENT SHALL TCS INTERNATIONAL BE LIABLE FOR THE COST OF PROCUREMENT OF SUBSTITUTE GOODS, LOSS OF PROFITS, OR FOR ANY OTHER SPECIAL, PUNITIVE, CONSEQUENTIAL, OR INCIDENTAL DAMAGES, HOWEVER CAUSED, EVEN IF TCS INTERNATIONAL HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, WHETHER SUCH CLAIMS ARE BASED ON CONTRACT, TORT, PRODUCT LIABILITY, OR OTHER THEORIES OF LIABILITY. TCS' LIABILITY UNDER THIS AGREEMENT FOR LOSS OR DAMAGE SHALL IN NO EVENT EXCEED 50 % THE PRICE PAID FOR THE DEFECTIVE OR OTHERWISE NONCONFORMING EQUIPMENT GIVING RISE TO ANY CLAIM. EXCEPT AS OTHERWISE SET FORTH IN THIS AGREEMENT, TCS INTERNATIONAL MAKES NO REPRESENTATION OR WARRANTIES, EXPRESS OR IMPLIED, CONCERNING THE SERVICES, EQUIPMENT, MATERIALS OR PERFORMANCE.

**Assignment:** This Agreement shall not be assigned by either party without the written consent of the other party, which shall not be unreasonably withheld or delayed. Notwithstanding the above, TCS may assign this Agreement, without consent, in whole or in part, to (a) any affiliate or subsidiary or (b) a third party in the event of merger, recapitalization, conversion, consolidation, other business combination or sale of all or substantially all the assets of TCS to such third party.

**Vendor Product Procurement:** TCS will at times change vendors and/or will be unable to procure originally quoted Equipment. In this event, TCS reserves the right without bearing any cost, penalty, or legal exposure of any kind to alter customer approved purchased product and/or components at its own discretion to include but not limited to product availability, and technology changes or enhancements.

**Miscellaneous:** Any modification or waiver of this Agreement must be in writing and signed by the party against whom enforcement is sought. In the event any suit or action is brought to enforce or interpret any of the terms of this Agreement, the prevailing party shall be entitled to recover from the other party all reasonable attorney fees incurred at trial, on appeal, and on any petition for review, together with such other expenses, costs, and disbursement as may be allowed by law. *Please Note:*

- If proper delineation as proposed is not accepted by the customer at system counting points and overall traffic flow concerns, TCS will not be held responsible for overall system counting accuracy. Counting Throughput Accuracy Averages are approximately 95% for USDS counting & loop counting, and 99% for single space monitoring for cars/trucks/SUVs. General count maintenance required with all parking systems.
- Sign Prices quoted only for proposed sign design. Any requested changes in sign design will result in sign price to be re-quoted.
- All customer logos, brands, trademark names or other trademark symbols can be utilized free of any charge or expense in TCS marketing and/or sales efforts.
- Count performance is subject to proper floor condition (i.e., flat/smooth surface).
- Structural circumstances might require the use of parking spaces for delineation purposes to ensure proper vehicle counts.
- TCS reserves the right without bearing any cost, penalty, or legal exposure of any kind to alter customer approved purchased product and/or components at its own discretion to include but not limited to product availability, and technology changes or enhancements.
- TCS does not accept any responsibility for the replacement of delineators if damaged or destroyed due to traffic flow. The delineators are placed to ensure proper system performance and are not designed to sustain extensive abuse due to traffic flow or abuse.



## Appendix A – Supplemental Documents

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