

City of Fayetteville Staff Review Form

2021-0022

Legistar File ID

2/2/2021

City Council Meeting Date - Agenda Item Only
N/A for Non-Agenda Item

Justin Clay

1/11/2021

PARKING MANAGEMENT (430)

Submitted By

Submitted Date

Division / Department

Action Recommendation:

Waive competitive bidding and approve an amendment to the service agreement with T2 Systems Canada, Inc. for continued use of the Digital Iris Services for each of the City's parking pay stations.

Budget Impact:

2130.430.9130-5309.02, 2130.430.9131-5309.02, 2130.430.9132-5309.02

2130 - Parking

Account Number

Fund

Project Number

Project Title

Budgeted Item? Yes

Current Budget \$ 38,400.00

Funds Obligated \$ -

Current Balance **\$ 38,400.00**

Does item have a cost? Yes

Item Cost \$ 38,400.00

Budget Adjustment Attached? No

Budget Adjustment

Remaining Budget **\$ -**

Purchase Order Number: _____

Previous Ordinance or Resolution # ^{V20180321} Ordinance 5960

Change Order Number: _____

Approval Date: _____

Original Contract Number: _____

Comments:



MEETING OF FEBRUARY 2, 2021

TO: Mayor and City Council

THRU: Susan Norton, Chief of Staff
Peter Nierengarten, Environmental Director

FROM: Justin Clay, Parking Manager

DATE: January 11, 2021

SUBJECT: Amending T2 Service Agreement for Parking Pay Stations

RECOMMENDATION:

Staff recommends waiving competitive bidding and approving an amendment to the service agreement with T2 Systems Canada, Inc. to continue the use of Digital Iris Services, wireless data services, and Digital Iris support services for each of the City's 32 parking pay stations. The cost of this service is \$ 100 per month per pay station, totaling \$ 38,400 annually. The proposed term of this amended agreement is through December 31, 2021 at which time it will automatically renew for three additional one-year terms.

BACKGROUND:

Since 2009, the Parking Division has purchased Digital Iris Service through T2 Canada, Inc. (formerly Digital Payment Technologies) for each Digital pay station that has been purchased. T2 Systems, Canada, Inc. is the sole source provider of this proprietary service and a bid waiver will be needed to continue utilizing this service. The Digital Iris Service includes credit card processing capabilities, reporting capabilities, software updates, and access to additional upgrades and functionalities for each pay station.

DISCUSSION:

As pay stations have been added over the years, the total cost of this service has grown to an amount requiring additional various levels of approval. In preparation of the 2017 payment process it was discovered that neither a resolution authorizing payment for these services nor a signed agreement between the City and T2 Systems was in place. An agreement like the attached proposal was submitted by Parking Division staff in 2012 via T2's online portal. This proposed amendment would renew the service agreement through the end of 2021, at which time it will automatically renew for three additional one-year terms.

BUDGET/STAFF IMPACT:

No Budget/Staff Impact. This service has been budgeted and paid for since at least 2009.

Attachments:

Digital Iris Service Agreement
Digital Iris Service Quote
Digital Iris Sole Source Letter



AMENDMENT NO. 1 TO DIGITAL IRIS CUSTOMER AGREEMENT

This Amendment No. 1 to the Digital Iris Customer Agreement (the “**Agreement**”) is entered into as of February 2, 2021 by and among T2 Systems Canada Inc., (“**T2**”) and City of Fayetteville and all of its subsidiaries and affiliates listed herein (“**City**”).

RECITALS

WHEREAS, T2 and City entered into that certain Agreement, dated as of January 1, 2017;

WHEREAS, City has requested and T2 has agreed to revise the following sections under the Agreement;

NOW THEREFORE, in consideration of the premises and the mutual agreements set forth herein, the receipt and sufficiency of which are hereby acknowledged, the parties hereto hereby agree as follows:

1. Defined Terms. Capitalized terms used but not defined herein shall have the respective meanings ascribed to such terms in the Agreement.
2. Amendment to Agreement. Agreement is hereby amended as follows:
 - 2.1 Section 2 of the Agreement is hereby amended by deleting and restating such section in its entirety as follows:
 - (a) This Agreement shall commence on the Effective Date and remain in full force and effect until December 31, 2021, at which time the Agreement shall automatically renew for up to three additional one year terms unless terminated in accordance with the terms of Paragraph 14 below. In no case shall the Agreement be extended beyond December 31, 2024.
3. Execution in Counterparts. This amending agreement may be executed originally or by other means of electronic transmission in any number of counterparts and by different parties hereto in separate counterparts, each of which when so executed and delivered shall be deemed to be an original and all of which when taken together shall constitute but one and the same instrument.
4. Modified Agreement. Except as herein amended or modified, the provisions of the original Agreement, and all attachments thereto, are expressly reaffirmed and remain in full force and effect.



- 5. Entire Agreement. This amending agreement and the Agreement constitute the entire agreement among the parties with respect to the subject matter hereof and thereof and supersede all other prior agreements and understandings, both written and oral, among the parties or any of them with respect to the subject matter hereof.

IN WITNESS WHEREOF, the parties have executed this amending agreement as of the date first indicated above.

T2 SYSTEMS CANADA INC.

DocuSigned by:
 Per: Joe Weiler
1157447A700243B...

Name: Joe Weiler

Title: VP, Sales Operations

CITY OF FAYETTEVILLE

Per: _____

Name: Lioneld Jordan

Title: Mayor

Attest:

Per: _____

Name: Kara Paxton

Title: City Clerk-Treasurer

T2 Systems - Confidential Quotation



For: City of Fayetteville Arkansas
 Quote ID: Q-14245
 Date Issued: 1/5/2021
 Expires: 4/5/2021

Bill To:
 City of Fayetteville Arkansas
 113 West Mountain
 Fayetteville, Arkansas 72701
 United States

Ship To:
 City of Fayetteville Arkansas
 113 West Mountain
 Fayetteville, AR 72701
 United States

Prepared By:
 Olivia Goldsmith

Justin Clay
 1 (479) 575-8277
 jclay@fayetteville-ar.gov
 EIN: 71-6048462

Prepared For:
 Justin Clay

Subscriptions

Product Code	Product Name	Base Unit Price	Quantity	Discount %	Sales Price	Total
100.7101	T2 Iris Core (Month)	USD 70.00	32.00	0.000	USD 100.00	USD 3,200.00
100.7207	Passcards (aka Value Cards) Processing (Month)	USD 10.00	32.00	100.000	USD 0.00	USD 0.00
100.7401	Digital API - Read (Month)	USD 10.00	32.00	100.000	USD 0.00	USD 0.00
100.7501	Pay by Phone Integration (Month)	USD 10.00	32.00	100.000	USD 0.00	USD 0.00
100.7407	Digital API - Write (Month)	USD 10.00	32.00	100.000	USD 0.00	USD 0.00
TOTAL:						USD 3,200.00

Other

Product Code	Product Name	Base Unit Price	Quantity	Discount %	Sales Price	Total
***	Comment	USD 0.00	1.00	0.000	USD 0.00	USD 0.00
SN: 200011310022-23, 200012350070, 300010070002, 300010300123-40, 520015100272-75, 520015130357-62 --- Budgetary monthly Iris services for Iris contract renewal purposes, for the City of Fayetteville.						
TOTAL:						USD 0.00

Net Total: USD 3,200.00

Tax Amount: USD 0.00
 Tax Comments: N/A

Total: USD 3,200.00

Additional Information:

Freight Term: FOB-VEND-PP

Payment Terms: N30

IRIS Profile: Fayetteville

End User: City of Fayetteville Arkansas

GP Customer Number: 2432

Billing Terms

Software subscriptions are invoiced upon Activation.

Terms and Conditions for Digital Iris services are available at: <http://www.t2systems.com/terms-conditions>

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

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

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

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

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

Purchase orders can be forwarded to purchaseorders@t2systems.com

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

Project Term and Change Management

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

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

Quote Number: Q-14245

PO Required?

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

Customer

Signature

Print Name

Title

Date

PO #



330-4321 Still Creek Drive
Burnaby, BC V5C 6S7
Telephone 604-688-1959
Facsimile 604-687-4329

City of Fayetteville
113 West Mountain
Fayetteville, AR, 72701

January 5th, 2020

To Whom It May Concern:

As a global leader in parking technology, T2 Systems (T2) offers high quality and reliable proprietary hardware, software and maintenance products consisting of our Luke, Luke II, Luke Cosmo and Shelby pay stations, BOSS software, Digital Iris management system and warranty maintenance support.

This letter is to inform you that the Luke, Luke II, Luke Cosmo and Shelby pay stations, BOSS software, Digital Iris management system and warranty maintenance support are exclusive and proprietary of T2. T2 is the sole owner and manufacturer of these products. No other software or management system will support this hardware.

In addition, this letter is to confirm that Associated Time & Parking Controls Inc. is a T2 supported Reseller channel for sale and support of these products and services in the state of Arkansas.

If you have any further questions, please feel free to inquire with your sales representative or contact me directly.

Yours truly,

DocuSigned by:

A handwritten signature in black ink that reads 'Joe Weiler'.

1157447A700243B...

Joe Weiler

Vice President, Sales Operation

joe.weiler@t2systems.com

T2 Systems