MASTER CONTRACT

NO. 04417

PARKING HARDWARE, SOFTWARE AND MAINTENANCE

For Use by Eligible Purchasers

By and Between

STATE OF WASHINGTON
DEPARTMENT OF ENTERPRISE SERVICES

and

CARACAL ENTERPRISES LLC,
DBA
VENTEK INTERNATIONAL

Dated May 8, 2018

MASTER CONTRACT

NO. 04417

PARKING HARDWARE, SOFTWARE AND MAINTENANCE

This Master Contract ("Master Contract") is made and entered into by and between the State of Washington acting by and through the Department of Enterprise Services, a Washington State governmental agency ("Enterprise Services") and Caracal Enterprises LLC, dba VenTek International, a Delaware Limited Liability Corporation ("Contractor") (collectively the "Parties"), and is dated and effective as of May 8, 2018.

RECITALS

A. Pursuant to Legislative direction codified in RCW chapter 39.26, Enterprise Services, on behalf of the State of Washington, is authorized to develop, solicit, and establish master contracts for goods and/or services for general use by Washington state agencies and certain other entities (eligible purchasers).

B. On behalf of the State of Washington, Enterprise Services, as part of a competitive governmental procurement, issued Request for Proposals No. 04417 dated February 02, 2018 regarding Parking Hardware, Software and Maintenance.

C. Enterprise Services evaluated all responses to the Request for Proposals and identified Contractor as an/the apparent successful bidder.

D. Enterprise Services has determined that entering into this Master Contract will meet the identified needs and be in the best interest of the State of Washington.

E. The purpose of this Master Contract is to enable eligible purchasers to purchase the goods and/or services as set forth herein.

AGREEMENT

NOW THEREFORE, in consideration of the mutual promises, covenants, and conditions set forth herein, the Parties hereto hereby agree as follows:

1. TERM. The term of this Master Contract is six (6) years. The six (6) year term shall commence May 8, 2018 and end on May 8, 2024.

2. ELIGIBLE PURCHASERS. This Master Contract may be utilized by any MCUA ORGANIZATIONS including the following types of entities ("Purchaser"):

2.1. WASHINGTON STATE AGENCIES. This Master Contract may be utilized by:

- Washington state agencies, departments, offices, divisions, boards, and commission; and
- Any the following institutions of higher education: state universities, regional universities, state college, community colleges, and technical colleges.

2.2. MCUA PARTIES. This Master Contract also may be utilized by any of the following types of entities that have executed a Master Contract Usage Agreement with Enterprise Services:

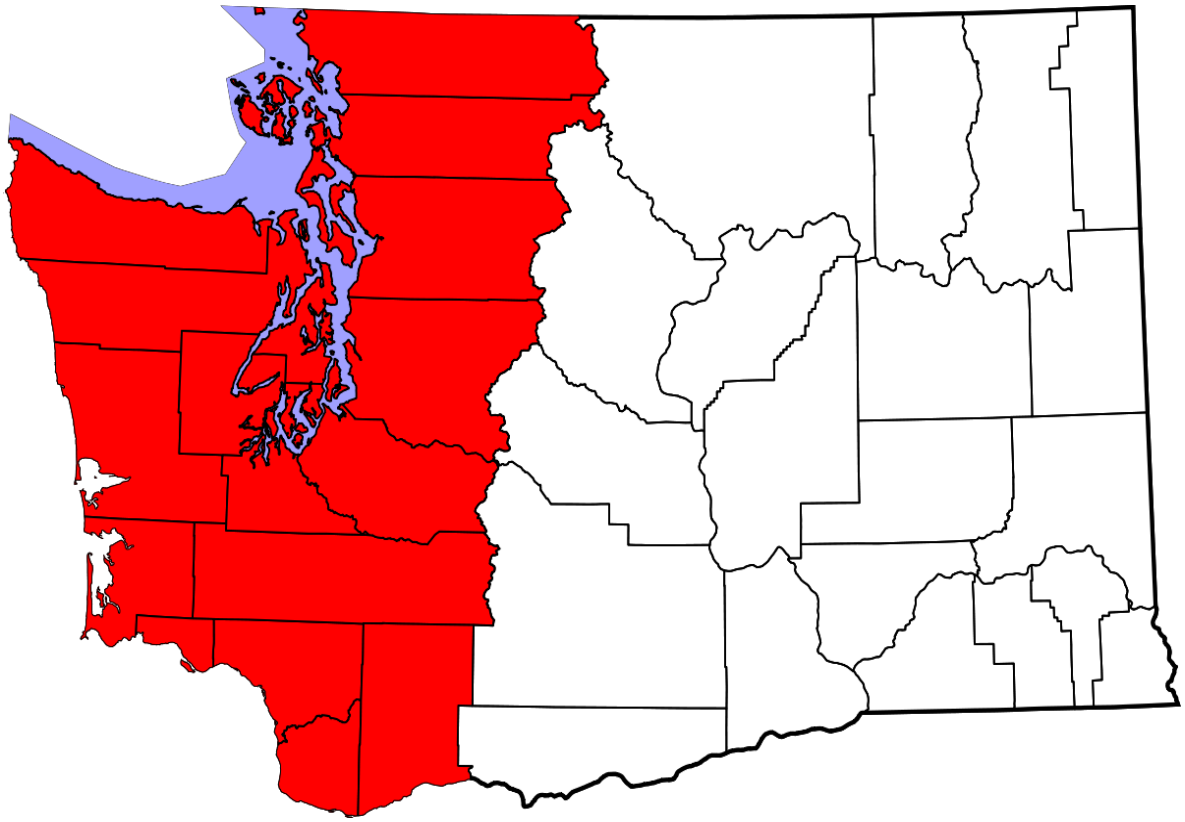
- Political subdivisions (e.g., counties, cities, school districts, public utility districts);

- Federal governmental agencies or entities;
- Public-benefit nonprofit corporations (i.e., § 501(c)(3) nonprofit corporations that receive federal, state, or local funding); and
- Federally-recognized Indian Tribes located in the State of Washington.
- Moreover, regardless of the region(s) Contractor is awarded under Contractor is authorized to accept the terms of, and then participate in, selling products to eligible Oregon political subdivisions through the Oregon Cooperative Purchasing Program (ORCPP).

3. SCOPE – INCLUDED GOODS/SERVICES AND PRICE.

3.1. REGIONAL DESIGNATION. For purposes of the Master Contract Washington State has been broken up into two different awarded regions.

- The Western Washington Region ("West Region") shall include every county on the below map depicted in red.
- The Eastern Washington Region ("East Region") shall include every county on the below map depicted in white.



Contractor through this Master Contract shall be authorized to sell to any Purchasers in the Eastern, and Western regions.

3.2. CONTRACT SCOPE. Pursuant to this Master Contract, Contractor is authorized to sell Parking Hardware, Software, & Maintenance products and services along with any relevant accessories for the prices set forth in *Exhibit A – Prices for Goods/Services*. Contractor shall

not represent to any Purchaser under this Master Contract that Contractor has contractual authority to sell any goods and/or services beyond those set forth in this Master Contract.

3.3. STATE'S ABILITY TO MODIFY SCOPE OF MASTER CONTRACT. Subject to mutual agreement between the Parties, Enterprise Services reserves the right to modify the goods and/or services included in this Master Contract; *Provided*, however, that any such modification shall be effective only upon thirty (30) days advance written notice; and *Provided further*, that any such modification must be within the scope of this Master Contract.

3.1. ECONOMIC ADJUSTMENT. Beginning twelve (12) months after the effective date of this Master Contract and for every annual anniversary thereafter, the prices set forth in *Exhibit A* shall be adjusted, based upon the percent changes (whether up or down) in the United States Department of Labor, Bureau of Labor and Statistics (BLS) Producer Price Index (PPI) *Computer terminal and other computer peripheral equipment mfg - Other computer peripheral equipment and point of sale terminals, not seasonally adjusted*, for the most recent year. All calculations for the index shall be based upon the latest version of data published as of March 1 each year. If an index is recoded, that is the replacement is a direct substitute according to the BLS, this Contract will instead use the recode. If an index becomes unavailable, Enterprise Services shall substitute a proxy index. If there is not a direct substitute, the next higher aggregate index available will be used. The economic adjustment shall be calculated as follows:

New Price = Old Price x (Current Period Index/Base Period Index).

3.2. PRICE CEILING. Although Contractor may offer lower prices to Purchasers, during the term of this Master Contract (e.g. volume discount), Contractor guarantees to provide the Goods/Services at no greater than the prices set forth in *Exhibit A – Prices for Goods/Services* (subject to economic adjustment as set forth herein).

3.3. MASTER CONTRACT INFORMATION. Enterprise Services shall maintain and provide information regarding this Master Contract, including scope and pricing, to eligible Purchasers.

4. CONTRACTOR REPRESENTATIONS AND WARRANTIES. Contractor makes each of the following representations and warranties as of the effective date of this Master Contract and at the time any order is placed pursuant to this Master Contract. If, at the time of any such order, Contractor cannot make such representations and warranties, Contractor shall not process any orders and shall, within three (3) business days notify Enterprise Services, in writing, of such breach.

4.1. QUALIFIED TO DO BUSINESS. Contractor represents and warrants that it is in good standing and qualified to do business in the State of Washington, that it is registered with the Washington State Department of Revenue and the Washington Secretary of State, that it possesses and shall keep current all required licenses and/or approvals, and that it is current, in full compliance, and has paid all applicable taxes owed to the State of Washington.

4.2. SUSPENSION & DEBARMENT. Contractor represents and warrants that neither it nor its principals or affiliates presently are debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in any governmental contract by any governmental department or agency within the United States.

4.3. QUALITY OF GOODS OR SERVICES. Contractor represents and warrants that any goods and/or services sold pursuant to this Master Contract shall be merchantable, shall conform to this Master Contract and Purchaser's Purchase Order, shall be fit and safe for the intended

purposes, shall be free from defects in materials and workmanship, and shall be produced and delivered in full compliance with applicable law. Contractor further represents and warrants it has clear title to the goods and that the same shall be delivered free of liens and encumbrances and that the same do not infringe any third party patent. Upon breach of warranty, Contractor will repair or replace (at no charge to Purchaser) any goods and/or services whose nonconformance is discovered and made known to the Contractor. If, in Purchaser's judgment, repair or replacement is inadequate, or fails of its essential purpose, Contractor will refund the full amount of any payments that have been made. The rights and remedies of the Parties under this warranty are in addition to any other rights and remedies of the Parties provided by law or equity, including, without limitation, actual damages, and, as applicable and awarded under the law, to a prevailing party, reasonable attorneys' fees and costs.

4.4. PRODUCT WARRANTIES. Contractor represents and warrants that all goods and services with an active warranty purchased or provided under this Contract shall be governed under the Contractor warranty policy terms of *Exhibit C*.

4.5. WAGE VIOLATIONS. Contractor represents and warrants that, during the term of this Master Contract and the three (3) year period immediately preceding the award of the Master Contract, it is not determined, by a final and binding citation and notice of assessment issued by the Washington Department of Labor and Industries or through a civil judgment entered by a court of limited or general jurisdiction, to be in willful violation of any provision of Washington state wage laws set forth in RCW chapters 49.46, 49.48, or 49.52.

4.6. PAY EQUALITY. Contractor represents and warrants that, as required by Washington state law (Laws of 2017, Chap. 1, § 147), during the term of this Master Contract for the time period of July 1, 2017 through June 30, 2019, it agrees to equality among its workers by ensuring similarly employed individuals are compensated as equals. For purposes of this provision, employees are similarly employed if the individuals work for the same employer, the performance of the job requires comparable skill, effort, and responsibility, and the jobs are performed under similar working conditions. Job titles alone are not determinative of whether employees are similarly employed. Contractor may allow differentials in compensation for its workers based in good faith on any of the following: a seniority system; a merit system; a system that measures earnings by quantity or quality of production; a bona fide job-related factor or factors; or a bona fide regional difference in compensation levels. A bona fide job-related factor or factors may include, but not be limited to, education, training, or experience, that is: consistent with business necessity; not based on or derived from a gender-based differential; and accounts for the entire differential. A bona fide regional difference in compensation level must be consistent with business necessity; not based on or derived from a gender-based differential; and account for the entire differential. Notwithstanding any provision to the contrary, upon breach of warranty and Contractor's failure to provide satisfactory evidence of compliance within thirty (30) days, Enterprise Services may suspend or terminate this Master Contract and any Purchaser hereunder similarly may suspend or terminate its use of the Master Contract and/or any agreement entered into pursuant to the Master Contract.

4.7. PROCUREMENT ETHICS & PROHIBITION ON GIFTS. Contractor represents and warrants that it complies fully with all applicable procurement ethics restrictions including, but not limited to, restrictions against Contractor providing gifts or anything of economic value, directly or indirectly, to Purchasers' employees.

4.8. WASHINGTON'S ELECTRONIC BUSINESS SOLUTION (WEBS). Contractor represents and warrants that it is registered in Washington's Electronic Business Solution (WEBS), Washington's contract registration system and that, all of its information therein is current and accurate and that throughout the term of this Master Contract, Contractor shall maintain an accurate profile in WEBS.

4.9. STATEWIDE PAYEE DESK. Contractor represents and warrants that it is registered with the Statewide Payee Desk, which registration is a condition to payment.

4.10. MASTER CONTRACT PROMOTION; ADVERTISING AND ENDORSEMENT. Contractor represents and warrants that it shall use commercially reasonable efforts both to promote and market the use of this Master Contract with eligible Purchasers and to ensure that those entities that utilize this Master Contract are eligible Purchasers. Contractor understands and acknowledges that neither Enterprise Services nor Purchasers are endorsing Contractor's goods and/or services or suggesting that such goods and/or services are the best or only solution to their needs. Accordingly, Contractor represents and warrants that it shall make no reference to Enterprise Services, any Purchaser, or the State of Washington in any promotional material without the prior written consent of Enterprise Services.

4.11. MASTER CONTRACT TRANSITION. Contractor represents and warrants that, in the event this Master Contract or a similar contract, is transitioned to another contractor (e.g., Master Contract expiration or termination), Contractor shall use commercially reasonable efforts to assist Enterprise Services for a period of sixty (60) days to effectuate a smooth transition to another contractor to minimize disruption of service and/or costs to the State of Washington.

5. SECURITY.

5.1. SECURITY COMPLIANCE. Contractor is responsible for establishing information security program and maintaining physical, technical, administrative, and organizational safeguards, that comply with:

- Applicable industry standards and guidelines;
- Washington State Office of Chief Information Officer (OCIO) Policy 141.10 – Securing Information Technology Assets Standards located at https://ocio.wa.gov//policies/141-securing-information-technology-assets;
- Payment Card Industry Data Security Standards (PCI/DSS); and
- Payment Application Data Security Standards (PA-DSS).

5.2. ANNUAL REPORTS AND CERTIFICATIONS. Contractor will, at the commencement of this Master Contract and annually thereafter provide Enterprise Services the following reports and certifications:

- Certification that Contractor complies with OCIO Security Policy 141.10 – Securing Information Technology Assets Standards.
- Certification that Contractor complies with Payment Card Industry Data Security Standards (PCI/DSS).
- Certification that Contractor complies with Payment Application Data Security Standards (PA-DSS).

Enterprise Services may accept, at its sole discretion, alterative reports, audits or reporting formats which Enterprise services determines to be equivalent or better to the reports and certifications described herein.

5.3. DATA BREACH. Contractor must have an incident response process that follows National Institute of Standards and Technology (NIST) standards and includes breach detection, breach notification and breach response. Upon discovery or reasonable belief of any access, destruction, loss, theft, use or disclosure of Purchaser's data by an unauthorized party ("Data Breach"), Contractor shall notify Purchaser by the fastest means available and also in writing. Contractor shall provide such notification within forty-eight (48) hours after Contractor reasonably believes there has been such a Data Breach. Contractor's notification shall identify:

- The nature of the Data Breach;
- The Data accessed, used or disclosed;
- The person(s) who accessed, used, disclosed and/or received Data (if known);
- What Contractor has done or will do to quarantine and mitigate the Data Breach; and
- What corrective action Contractor has taken or will take to prevent future Data Breaches.

Contractor shall quarantine the Data Breach, ensure secure access to Data, and restore goods and/or services as needed to comply with terms and conditions of this Master Contract. Contractor shall conduct an investigation of the Data Breach and shall share the report of the investigation with Purchaser.

In the event of a Data Breach, Contractor agrees to comply with all applicable law, including but not limited to Revised Code of Washington (RCW) 19.255.010 and RCW 42.56.590. If a Data Breach occurs and is found to be the result of Contractor's acts, omissions or negligence, Contractor shall assume complete responsibility for notification of affected Parties, and be liable for all associated costs incurred by Purchaser in responding to or recovering from the Data Breach.

5.4. TECHNICAL EXAMINATION AND AUDIT. Upon advance written request, Contractor agrees that Purchaser or its designated representative shall have reasonable access to goods and/or services purchased by Purchaser under this Master Contract, its operational documentation, records and databases, including online inspections. The online inspection shall allow Purchaser, its authorized agents, or a mutually acceptable third party hired by Purchaser, to test that controls are in place and working as intended. Tests may include, but not be limited to, the following:

- Operating system/network vulnerability scans;
- Web application vulnerability scans;
- Database application vulnerability scans; and
- Any other scans to be performed by Purchaser or representatives on behalf of Purchaser.

Contractor shall allow Purchaser reasonable access to goods and/or services security logs, latency statistics, and other related goods and/or services security data that affect this Master Contract and Purchaser's data, at no cost to Enterprise Services. After any significant Data

loss, specific to data stored within the goods and/or services platform, or as a result of any disaster or catastrophic failure, Contractor, at its expense, shall have an independent, industry-recognized third party perform an information security audit. This does not apply to data loss resulting from interruptions in the goods and/or services stemming from Purchaser's computers, network hardware, internet connectivity, or other elements owned or controlled by Purchaser's that are reasonably required to use the goods and/or services. The audit results shall be shared with Purchaser within seven (7) days of Contractor's receipt of such results. Upon Contractor receiving the results of the audit, Contractor will provide Purchaser with written evidence of planned remediation within thirty (30) days and promptly modify its security measures in order to meet its obligations under this Master Contract.

6. USING THE MASTER CONTRACT – PURCHASES.

6.1. ORDERING REQUIREMENTS. Eligible Purchasers shall order goods and/or services from this Master Contract, consistent with the terms hereof and by using any ordering mechanism agreeable both to Contractor and Purchaser but, at a minimum, including the use of a purchase order. When practicable, Contractor and Purchaser also shall use telephone orders, email orders, web-based orders, and similar procurement methods (collectively "Purchaser Order"). All order documents must reference the Master Contract number.

6.2. DELIVERY REQUIREMENTS. Contractor must ensure that delivery of goods and/or services will be made as required by this Master Contract, the Purchase Order used by Purchasers, or as otherwise mutually agreed in writing between the Purchaser and Contractor. The following apply to all deliveries:

- Contractor shall make all deliveries to the applicable delivery location specified in the Purchase Order. Such deliveries shall occur during Purchaser's normal work hours and within the time period mutually agreed in writing between Purchaser and Contractor at the time of order placement.
- Contractor shall ship all goods and/or services purchased pursuant to this Master Contract, freight charges prepaid by Contractor, FOB Purchaser's specified destination with all transportation and handling charges included. Contractor shall bear all risk of loss, damage, or destruction of the goods and/or services ordered hereunder that occurs prior to delivery, except loss or damage attributable to Purchaser's fault or negligence.
- All packing lists, packages, instruction manuals, correspondence, shipping notices, shipping containers, and other written materials associated with this Master Contract shall be identified by the Master Contract number set forth on the cover of this Master Contract and the applicable Purchaser's Purchase Order number. Packing lists shall be enclosed with each shipment and clearly identify all contents and any backorders.

6.3. RECEIPT AND INSPECTION OF GOODS AND/OR SERVICES. Goods and/or services purchased under this Master Contract are subject to Purchaser's reasonable inspection, testing, and approval at Purchaser's destination. Purchaser reserves the right to reject and refuse acceptance of goods and/or services that are not in accordance with this Master Contract and Purchaser's Purchase Order. Purchaser may charge Contractor for the cost of inspecting rejected goods. If there are any apparent defects in the goods and/or services at the time of delivery, Purchaser promptly will notify Contractor. At Purchaser's option, and without limiting any other rights, Purchaser may require Contractor to repair or replace, at Contractor's expense,

any or all of the damaged goods and/or services or, at Purchaser's option, Purchaser may note any damage to the goods and/or services on the receiving report, decline acceptance, and deduct the cost of rejected goods and/or services from final payment. Payment for any goods under such Purchase Order shall not be deemed acceptance of the goods.

6.4. ON SITE REQUIREMENTS. While on Purchaser's premises, Contractor, its agents, employees, or subcontractors shall comply, in all respects, with Purchaser's physical, fire, access, safety, and other security requirements.

7. INVOICING & PAYMENT.

7.1. CONTRACTOR INVOICE. Contractor shall submit to Purchaser's designated invoicing contact properly itemized invoices. Such invoices shall itemize the following:

- Master Contract No. 04417
- Contractor name, address, telephone number, and email address for billing issues (i.e., Contractor Customer Service Representative)
- Contractor's Federal Tax Identification Number
- Date(s) of delivery
- Invoice amount; and
- Payment terms, including any available prompt payment discounts.

Contractor's invoices for payment shall reflect accurate Master Contract prices. Invoices will not be processed for payment until receipt of a complete invoice as specified herein.

7.2. PAYMENT. Payment is the sole responsibility of, and will be made by, the Purchaser. Payment is due within thirty (30) days of invoice. If Purchaser fails to make timely payment(s), Contractor may invoice Purchaser in the amount of one percent (1%) per month on the amount overdue or a minimum of $1. Payment will not be considered late if a check or warrant is mailed within the time specified.

7.3. OVERPAYMENTS. Contractor promptly shall refund to Purchaser the full amount of any erroneous payment or overpayment. Such refunds shall occur within thirty (30) days of written notice to Contractor; *Provided*, however, that Purchaser shall have the right to elect to have either direct payments or written credit memos issued. If Contractor fails to make timely payment(s) or issuance of such credit memos, Purchaser may impose a one percent (1%) per month on the amount overdue thirty (30) days after notice to the Contractor.

7.4. NO ADVANCE PAYMENT. No advance payments shall be made for any products or services furnished by Contractor pursuant to this Master Contract.

7.5. NO ADDITIONAL CHARGES. Unless otherwise specified herein, Contractor shall not include or impose any additional charges including, but not limited to, charges for shipping, handling, or payment processing.

7.6. TAXES/FEES. Contractor promptly shall pay all applicable taxes on its operations and activities pertaining to this Master Contract. Failure to do so shall constitute breach of this Master Contract. Unless otherwise agreed, Purchaser shall pay applicable sales tax imposed by the State of Washington on purchased goods and/or services. Contractor, however, shall not make any charge for federal excise taxes and Purchaser agrees to furnish Contractor with an exemption certificate where appropriate.

8. CONTRACT MANAGEMENT.

8.1. CONTRACT ADMINISTRATION & NOTICES. Except for legal notices, the Parties hereby designate the following contract administrators as the respective single points of contact for purposes of this Master Contract. Enterprise Services' contract administrator shall provide Master Contract oversight. Contractor's contract administrator shall be Contractor's principal contact for business activities under this Master Contract. The Parties may change contractor administrators by written notice as set forth below.

Any notices required or desired shall be in writing and sent by U.S. mail, postage prepaid, or sent via email, and shall be sent to the respective addressee at the respective address or email address set forth below or to such other address or email address as the Parties may specify in writing:

Enterprise Services	**Contractor**
Attn: Ryan Johnson	Attn: Erika Anderson
Washington Dept. of Enterprise Services	VenTek International
PO Box 41411	1260 Holm Road, Suite A
Olympia, WA 98504-1411	Petaluma, CA 94954
Tel: (360) 407-8528	Tel: (707) 773-3373x 137
Email: Ryan.Johnson@des.wa.gov	Email: erikaA@ventek-intl.com

Notices shall be deemed effective upon the earlier of receipt, if mailed, or, if emailed, upon transmission to the designated email address of said addressee.

8.2. CONTRACTOR CUSTOMER SERVICE REPRESENTATIVE. Contractor shall designate a customer service representative (and inform Enterprise Services of the same) who shall be responsible for addressing Purchaser issues pertaining to this Master Contract.

8.3. LEGAL NOTICES. Any legal notices required or desired shall be in writing and delivered by U.S. certified mail, return receipt requested, postage prepaid, or sent via email, and shall be sent to the respective addressee at the respective address or email address set forth below or to such other address or email address as the Parties may specify in writing:

Enterprise Services	**Contractor**
Attn: Legal Services Manager	Attn: Erika Anderson
Washington Dept. of Enterprise Services	VenTek International
PO Box 41411	1260 Holm Road, Suite A
Olympia, WA 98504-1411	Petaluma, CA 94954
Email: greg.tolbert@des.wa.gov	Email: erika@ventek.com

Notices shall be deemed effective upon the earlier of receipt when delivered, or, if mailed, upon return receipt, or, if emailed, upon transmission to the designated email address of said addressee.

9. CONTRACTOR SALES REPORTING; VENDOR MANAGEMENT FEE; & CONTRACTOR REPORTS.

9.1. MASTER CONTRACT SALES REPORTING. Contractor shall report total Master Contract sales quarterly to Enterprise Services, as set forth below.

- Master Contract Sales Reporting System. Contractor shall report quarterly Master Contract sales in Enterprise Services' Master Contract Sales Reporting System. Enterprise Services will provide Contractor with a login password and a vendor number. The password and vendor number will be provided to the Sales Reporting Representative(s) listed on Contractor's Bidder Profile.
- Data. Each sales report must identify every authorized Purchaser by name as it is known to Enterprise Services and its total combined sales amount invoiced during the reporting period (i.e., sales of an entire agency or political subdivision, not its individual subsections). The "Miscellaneous" option may be used only with prior approval by Enterprise Services. Upon request, Contractor shall provide contact information for all authorized purchasers specified herein during the term of the Master Contract. If there are no Master Contract sales during the reporting period, Contractor must report zero sales.
- Due dates for Master Contract Sales Reporting. Quarterly Master Contract Sales Reports must be submitted electronically by the following deadlines for all sales invoiced during the applicable calendar quarter:

FOR CALENDAR QUARTER ENDING	MASTER CONTRACT SALES REPORT DUE
March 31:	April 30
June 30:	July 31
September 30:	October 31
December 31:	January 31

9.2. VENDOR MANAGEMENT FEE. Contractor shall pay to Enterprise Services a vendor management fee ("VMF") of 1.50 percent on the purchase price for all Master Contract sales (the purchase price is the total invoice price less applicable sales tax).

- The sum owed by Contractor to Enterprise Services as a result of the VMF is calculated as follows:

  Amount owed to Enterprise Services = Total Master Contract sales invoiced (not including sales tax) x .0150.

- The VMF must be rolled into Contractor's current pricing. The VMF must not be shown as a separate line item on any invoice unless specifically requested and approved by Enterprise Services.
- Enterprise Services will invoice Contractor quarterly based on Master Contract sales reported by Contractor. Contractors are not to remit payment until they receive an invoice from Enterprise Services. Contractor's VMF payment to Enterprise Services must reference this Master Contract number, work request number (if applicable), the year and quarter for which the VMF is being remitted,

and the Contractor's name as set forth in this Master Contract, if not already included on the face of the check.

- Failure to accurately report total net sales, to submit a timely usage report, or remit timely payment of the VMF, may be cause for Master Contract termination or the exercise of other remedies provided by law. Without limiting any other available remedies, the Parties agree that Contractor's failure to remit to Enterprise Services timely payment of the VMF shall obligate Contractor to pay to Enterprise Services, to offset the administrative and transaction costs incurred by the State to identify, process, and collect such sums. The sum of $200.00 or twenty-five percent (25%) of the outstanding amount, whichever is greater, or the maximum allowed by law, if less.
- Enterprise Services reserves the right, upon thirty (30) days advance written notice, to increase, reduce, or eliminate the VMF for subsequent purchases, and reserves the right to renegotiate Master Contract pricing with Contractor when any subsequent adjustment of the VMF might justify a change in pricing.

9.3. ANNUAL MASTER CONTRACT SALES REPORT. Contractor shall provide to Enterprise Services a detailed annual Master Contract sales report. Such report shall include, at a minimum: Product description, part number or other Product identifier, per unit quantities sold, and Master Contract price. This report must be provided in an electronic format that can be read by MS Excel.

9.4. SMALL BUSINESS INCLUSION. Upon Request by Enterprise Services, Contractor shall provide, within thirty (30) days, an Affidavit of Amounts Paid. Such Affidavit of Amounts Paid either shall state, if applicable, that Contractor still maintains its MWBE certification or state that its subcontractor(s) still maintain(s) its/their MWBE certification(s) and specify the amounts paid to each certified MWBE subcontractor under this Master Contract. Contractor shall maintain records supporting the Affidavit of Amounts Paid in accordance with this Master Contract's records retention requirements.

10. RECORDS RETENTION & AUDITS.

10.1. RECORDS RETENTION. Contractor shall maintain books, records, documents, and other evidence pertaining to this Master Contract and orders placed by Purchasers under it to the extent and in such detail as shall adequately reflect performance and administration of payments and fees. Contractor shall retain such records for a period of six (6) years following expiration or termination of this Master Contract or final payment for any order placed by a Purchaser against this Master Contract, whichever is later; *Provided*, however, that if any litigation, claim, or audit is commenced prior to the expiration of this period, such period shall extend until all such litigation, claims, or audits have been resolved.

10.2. AUDIT. Enterprise Services reserves the right to audit, or have a designated third party audit, applicable records to ensure that Contractor has properly invoiced Purchasers and that Contractor has paid all applicable contract management fees. Accordingly, Contractor shall permit Enterprise Services, any Purchaser, and any other duly authorized agent of a governmental agency, to audit, inspect, examine, copy and/or transcribe Contractor's books, documents, papers and records directly pertinent to this Master Contract or orders placed by a Purchaser under it for the purpose of making audits, examinations, excerpts, and transcriptions. This right shall survive for a period of six (6) years following expiration or

termination of this Master Contract or final payment for any order placed by a Purchaser against this Master Contract, whichever is later; *Provided*, however, that if any litigation, claim, or audit is commenced prior to the expiration of this period, such period shall extend until all such litigation, claims, or audits have been resolved.

10.3. OVERPAYMENT OF PURCHASES OR UNDERPAYMENT OF FEES. Without limiting any other remedy available to any Purchaser, Contractor shall (a) reimburse Purchasers for any overpayments inconsistent with the terms of this Master Contract or orders, at a rate of 125% of such overpayments, found as a result of the examination of the Contractor's records; and (b) reimburse Enterprise Services for any underpayment of fees, at a rate of 125% of such fees found as a result of the examination of the Contractor's records (e.g., if Contractor underpays the Vendor Management Fee by $500, Contractor would be required to pay to Enterprise Services $500 x 1.25 = $625).

10.4. PUBLIC INFORMATION. This Master Contract, all related documents, and all records created as a result of the Master Contract, are subject to public disclosure as required by Washington's Public Records Act, RCW chapter 42.56. Consistent with the Public Records Act, to the extent that any such Contractor document or record – in whole or in part – includes information exempted or protected from disclosure by the Public Records Act, Contractor may mark such document or record – the exempted or protected portions only – with the specific basis for protection under the Public Records Act. In the event that Enterprise Services receives a public records disclosure request that pertains to such properly marked documents or records, Enterprise Services shall notify Contractor of such disclosure request and of the date that the records will be released to the requester unless Contractor, at Contractor's sole expense, timely obtains a court order enjoining such disclosure. In the event Contractor fails to file a motion for a court order enjoining such disclosure, Enterprise Services shall release the requested documents on the date specified. Contractor's failure properly to identify exempted or protected information or timely respond after notice of request for public disclosure has been given shall be deemed a waiver by Contractor of any claim that such materials are protected or exempt from disclosure.

11. INSURANCE.

11.1. REQUIRED INSURANCE. During the Term of this Master Contract, Contractor, at its expense, shall maintain in full force and effect the insurance coverages set forth in *Exhibit B – Insurance Requirements*.

11.2. WORKERS COMPENSATION. Contractor shall comply with applicable workers compensation statutes and regulations (e.g., RCW Title 51, Industrial Insurance). If Contractor fails to provide industrial insurance coverage or fails to pay premiums or penalties on behalf of its employees as may be required by law, Enterprise Services may terminate this Master Contract. This provision does not waive any of the Washington State Department of Labor and Industries (L&I) rights to collect from Contractor. In addition, Contractor waives its immunity under RCW Title 51 to the extent it is required to indemnify, defend, and hold harmless the State of Washington and its agencies, officials, agents, or employees.

12. CLAIMS.

12.1. ASSUMPTION OF RISKS; CLAIMS BETWEEN THE PARTIES. Contractor assumes sole responsibility and all risks of personal injury or property damage to itself and its employees, agents, and Contractors in connection with Contractor's operations under this Master Contract.

Enterprise Services has made no representations regarding any factor affecting Contractor's risks. Contractor shall pay for all damage to any Purchaser's property resulting directly or indirectly from its acts or omissions under this Master Contract, even if not attributable to negligence by Contractor or its agents.

12.2. THIRD-PARTY CLAIMS; INDEMNITY. To the fullest extent permitted by law, Contractor shall defend, indemnify, and hold harmless Enterprise Services and any Purchaser and their employees and agents from and against all claims, demands, judgments, assessments, damages, penalties, fines, costs, liabilities or losses including, without limitation, sums paid in settlement of claims, attorneys' fees, consultant fees, and expert fees (collectively "claims") arising from any act or omission of Contractor or its successors, agents, and subcontractors under this Master Contract, except claims caused solely by Enterprise Services or any Purchasers' negligence. Contractor shall take all steps needed to keep Purchaser's property free of liens arising from Contractor's activities, and promptly obtain or bond the release of any such liens that may be filed.

13. DISPUTE RESOLUTION. The Parties shall cooperate to resolve any dispute pertaining to this Master Contract efficiently, as timely as practicable, and at the lowest possible level with authority to resolve such dispute. If, however, a dispute persists and cannot be resolved, it may be escalated within each organization. In such situation, upon notice by either party, each party, within five (5) business days shall reduce its description of the dispute to writing and deliver it to the other party. The receiving party then shall have three (3) business days to review and respond in writing. In the event that the Parties cannot then agree on a resolution of the dispute, the Parties shall schedule a conference between the respective senior manager of each organization to attempt to resolve the dispute. In the event the Parties cannot agree, either party may resort to court to resolve the dispute.

14. SUSPENSION & TERMINATION; REMEDIES.

14.1. SUSPENSION & TERMINATION FOR DEFAULT. Enterprise Services may suspend Contractor's operations under this Master Contract immediately by written cure notice of any default. Suspension shall continue until the default is remedied to Enterprise Services' reasonable satisfaction; *Provided*, however, that, if after thirty (30) days from such a suspension notice, Contractor remains in default, Enterprise Services may terminate Contractor's rights under this Master Contract. All of Contractor's obligations to Enterprise Services and Purchasers survive termination of Contractor's rights under this Master Contract, until such obligations have been fulfilled.

14.2. DEFAULT. Each of the following events shall constitute default of this Master Contract by Contractor:

- Contractor fails to perform or comply with any of the terms or conditions of this Master Contract including, but not limited to, Contractor's obligation to pay vendor management fees when due;
- Contractor breaches any representation or warranty provided herein; or
- Contractor enters into proceedings relating to bankruptcy, whether voluntary or involuntary.

14.3. REMEDIES FOR DEFAULT.

- Enterprise Services' rights to suspend and terminate Contractor's rights under this Master Contract are in addition to all other available remedies.

- In the event of termination for default, Enterprise Services may exercise any remedy provided by law including, without limitation, the right to procure for all Purchasers replacement goods and/or services. In such event, Contractor shall be liable to Enterprise Services for damages as authorized by law including, but not limited to, any price difference between the Master Contract price and the replacement or cover price as well as any administrative and/or transaction costs directly related to such replacement procurement – e.g., the cost of the competitive procurement.

14.4. LIMITATION ON DAMAGES. Notwithstanding any provision to the contrary, the Parties agree that in no event shall any party or Purchaser be liable to the other for exemplary or punitive damages.

14.5. GOVERNMENTAL TERMINATION.

(a) Termination for Withdrawal of Authority. Enterprise Services may suspend or terminate this Master Contract if, during the term hereof, Enterprise Services' procurement authority is withdrawn, reduced, or limited such that Enterprise Services, in its judgment, would lack authority to enter into this Master Contract; *Provided*, however, that such suspension or termination for withdrawal of authority shall only be effective upon twenty (20) days prior written notice; and *Provided further*, that such suspension or termination for withdrawal of authority shall not relieve any Purchaser from payment for goods and/or services already ordered as of the effective date of such notice. Except as stated in this provision, in the event of such suspension or termination for withdrawal of authority, neither Enterprise Services nor any Purchaser shall have any obligation or liability to Contractor.

(b) Termination for Convenience. Enterprise Services, for convenience, may terminate this Master Contract; *Provided*, however, that such termination for convenience must, in Enterprise Services' judgment, be in the best interest of the State of Washington; and *Provided further*, that such termination for convenience shall only be effective upon sixty (60) days prior written notice; and *Provided further*, that such termination for convenience shall not relieve any Purchaser from payment for goods and/or services already ordered as of the effective date of such notice. Except as stated in this provision, in the event of such termination for convenience, neither Enterprise Services nor any Purchaser shall have any obligation or liability to Contractor.

14.6. TERMINATION PROCEDURE. Regardless of basis, in the event of suspension or termination (in full or in part), the Parties shall cooperate to ensure an orderly and efficient suspension or termination. Accordingly, Contractor shall deliver to Purchasers all goods and/or services that are complete (or with approval from Enterprise Services, substantially complete) and Purchasers shall inspect, accept, and pay for the same in accordance with this Master Contract and the applicable Purchase Order. Unless directed by Enterprise Services to the contrary, Contractor shall not process any orders after notice of suspension or termination inconsistent therewith.

15. GENERAL PROVISIONS.

15.1. TIME IS OF THE ESSENCE. Time is of the essence for each and every provision of this Master Contract.

15.2. COMPLIANCE WITH LAW. Contractor shall comply with all applicable law.

15.3. INTEGRATED AGREEMENT. This Master Contract constitutes the entire agreement and understanding of the Parties with respect to the subject matter and supersedes all prior negotiations, representations, and understandings between them. There are no representations or understandings of any kind not set forth herein.

15.4. AMENDMENT OR MODIFICATION. Except as set forth herein, this Master Contract may not be amended or modified except in writing and signed by a duly authorized representative of each party hereto.

15.5. AUTHORITY. Each party to this Master Contract, and each individual signing on behalf of each party, hereby represents and warrants to the other that it has full power and authority to enter into this Master Contract and that its execution, delivery, and performance of this Master Contract has been fully authorized and approved, and that no further approvals or consents are required to bind such party.

15.6. NO AGENCY. The Parties agree that no agency, partnership, or joint venture of any kind shall be or is intended to be created by or under this Master Contract. Neither party is an agent of the other party nor authorized to obligate it.

15.7. ASSIGNMENTS. Contractor may not assign its rights under this Master Contract without Enterprise Services' prior written consent and Enterprise Services may consider any attempted assignment without such consent to be void; *Provided*, however, that, if Contractor provides written notice to Enterprise Services within thirty (30) days, Contractor may assign its rights under this Master Contract in full to any parent, subsidiary, or affiliate of Contractor that controls or is controlled by or under common control with Contractor, is merged or consolidated with Contractor, or purchases a majority or controlling interest in the ownership or assets of Contractor. Unless otherwise agreed, Contractor guarantees prompt performance of all obligations under this Master Contract notwithstanding any prior assignment of its rights.

15.8. BINDING EFFECT; SUCCESSORS & ASSIGNS. This Master Contract shall be binding upon and shall inure to the benefit of the Parties hereto and their respective successors and assigns.

15.9. ASSIGNMENT OF ANTITRUST RIGHTS REGARDING PURCHASED GOODS/SERVICES. Contractor irrevocably assigns to Enterprise Services, on behalf of the State of Washington, any claim for relief or cause of action which the Contractor now has or which may accrue to the Contractor in the future by reason of any violation of state or federal antitrust laws in connection with any goods and/or services provided in Washington for the purpose of carrying out the Contractor's obligations under this Master Contract, including, at Enterprise Services' option, the right to control any such litigation on such claim for relief or cause of action.

15.10. FEDERAL FUNDS. To the extent that any Purchaser uses federal funds to purchase goods and/or services pursuant to this Master Contract, such Purchaser shall specify, with its order, any applicable requirement or certification that must be satisfied by Contractor at the time the order is placed or upon delivery.

15.11. SEVERABILITY. If any provision of this Master Contract is held to be invalid or unenforceable, such provision shall not affect or invalidate the remainder of this Master Contract, and to this end the provisions of this Master Contract are declared to be severable. If such invalidity becomes known or apparent to the Parties, the Parties agree to negotiate promptly in good faith in an attempt to amend such provision as nearly as possible to be consistent with the intent of this Master Contract.

15.12. WAIVER. Failure of either party to insist upon the strict performance of any of the terms and conditions hereof, or failure to exercise any rights or remedies provided herein or by law, or to notify the other party in the event of breach, shall not release the other party of any of its obligations under this Master Contract, nor shall any purported oral modification or rescission of this Master Contract by either party operate as a waiver of any of the terms hereof. No waiver by either party of any breach, default, or violation of any term, warranty, representation, contract, covenant, right, condition, or provision hereof shall constitute waiver of any subsequent breach, default, or violation of the same or other term, warranty, representation, contract, covenant, right, condition, or provision.

15.13. SURVIVAL. All representations, warranties, covenants, agreements, and indemnities set forth in or otherwise made pursuant to this Master Contract shall survive and remain in effect following the expiration or termination of this Master Contract, *Provided*, however, that nothing herein is intended to extend the survival beyond any applicable statute of limitations periods.

15.14. GOVERNING LAW. The validity, construction, performance, and enforcement of this Master Contract shall be governed by and construed in accordance with the laws of the State of Washington, without regard to its choice of law rules.

15.15. JURISDICTION & VENUE. In the event that any action is brought to enforce any provision of this Master Contract, the Parties agree to submit to exclusive in personam jurisdiction in Thurston County Superior Court for the State of Washington and agree that in any such action venue shall lie exclusively at Olympia, Washington.

15.16. ATTORNEYS' FEES. Should any legal action or proceeding be commenced by either party in order to enforce this Master Contract or any provision hereof, or in connection with any alleged dispute, breach, default, or misrepresentation in connection with any provision herein contained, the prevailing party shall be entitled to recover reasonable attorneys' fees and costs incurred in connection with such action or proceeding, including costs of pursuing or defending any legal action, including, without limitation, any appeal, discovery, or negotiation and preparation of settlement arrangements, in addition to such other relief as may be granted.

15.17. FAIR CONSTRUCTION & INTERPRETATION. The provisions of this Master Contract shall be construed as a whole according to their common meaning and not strictly for or against any party and consistent with the provisions contained herein in order to achieve the objectives and purposes of this Master Contract. Each party hereto and its counsel has reviewed and revised this Master Contract and agrees that the normal rules of construction to the effect that any ambiguities are to be resolved against the drafting party shall not be construed in the interpretation of this Master Contract. Each term and provision of this Master Contract to be performed by either party shall be construed to be both a covenant and a condition.

15.18. FURTHER ASSURANCES. In addition to the actions specifically mentioned in this Master Contract, the Parties shall each do whatever may reasonably be necessary to accomplish the transactions contemplated in this Master Contract including, without limitation, executing any additional documents reasonably necessary to effectuate the provisions and purposes of this Master Contract.

15.19. EXHIBITS. All exhibits referred to herein are deemed to be incorporated in this Master Contract in their entirety.

15.20. CAPTIONS & HEADINGS. The captions and headings in this Master Contract are for convenience only and are not intended to, and shall not be construed to, limit, enlarge, or affect the scope or intent of this Master Contract nor the meaning of any provisions hereof.

15.21. ELECTRONIC SIGNATURES. A signed copy of this Master Contract or any other ancillary agreement transmitted by facsimile, email, or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original executed copy of this Master Contract or such other ancillary agreement for all purposes.

15.22. COUNTERPARTS. This Master Contract may be executed in any number of counterparts, each of which shall be deemed an original and all of which counterparts together shall constitute the same instrument which may be sufficiently evidenced by one counterpart. Execution of this Master Contract at different times and places by the Parties shall not affect the validity thereof so long as all the Parties hereto execute a counterpart of this Master Contract.

EXECUTED as of the date and year first above written.

STATE OF WASHINGTON **Department of Enterprise Services**	**CARACAL ENTERPRISES LLC,** **A Delaware Limited Liability Company**
By: _____	By: _____
Emily Beck	Phil Wilkinson
Its: Chief Operating Officer	Its: COO

EXECUTED as of the date and year first above written.

STATE OF WASHINGTON **Department of Enterprise Services**	**CARACAL ENTERPRISES LLC,** **A Delaware Limited Liability Company**
By: _____	By: _____
Emily Beck	Phil Wilkinson
Its: Chief Operating Officer	Its: COO

PRICES FOR GOODS/SERVICES

Exhibit B1 Hardware		
List all hardware components which comprise the system evaluated in Exhibit B1 document, the individual component unit price and the total price. Add lines as necessary.	**Quantity**	**Firm Fixed Price Per Unit**
venSTATION or M600 AC Cellular Credit Card, Pay & Display or Pay by Space	1-4 Pay Stations	$6,750.00
venSTATION or M600 AC Cellular Credit Card, Pay & Display or Pay by Space	5-10 Pay Stations	$6,750.00
venSTATION or M600 AC Cellular Credit Card, Pay & Display or Pay by Space	11-19 Pay Stations	$6,750.00
venSTATION or M600 AC Cellular Credit Card, Pay & Display or Pay by Space	20+ Pay Stations	$6,750.00
Solar		$639.80
Color Display		$600.00
Bill Acceptance		$1,226.00
Additional Printer		$3,990.00
PBL Key Pad - Required for Pay by License		$558.00
Light Bar (only with AC Power)		$450.00
Door Wrap		$275.00
Faceplate Graphic - venSTATION only		$1,200.00
Entire Body Wrap		$475.00
Read & Encode and Dispense CR 80 Card - Annual Pass		3,500.00

Catalogue Discount Other Hardware		
Please list the discount off of list for all other Parking Pay Station hardware or accessory category items in your company catalogue. Add categories or volume discount tiers as applicable.	**Order Value**	**Volume Discount (not to exceed)**
Parking Pay Station Hardware	$50,000+	25%
Parking Pay Station Hardware	$100,000+	30%
Accessories Category		

Maintenance & Service Fees (Hardware)			
Provide the maintenance options for your solution. Customer would prefer a full warranty covering all software and hardware with a minimum of five (5) years (payable annually) coverage from the date of installation and protection from obsolescence. Stakeholders are willing to consider other warranty alternatives on the merits. Please list the pricing data for any maintenance options including any cost minimums . Add lines as necessary.	**Duration of Coverage**	**Unit Price**	**Total Price**
Extended Warranty - After Year 2	1 Year	$600.00	
Extended Warranty - Total of 5 years	5 Years	$1,800.00	

Training Costs	
List all relevant training or rate components to the proposed solution. Add lines as necessary.	**Price (not to exceed)**
On-Site Training - with Pay Station Purchase	**Included**
On-site Training (travel costs included) up to ten (10) employees	$1000/per 8 hour day
On-site Training (travel costs included) up to twenty (20) employees	$1000/per 8 hour day
On-site Training (travel costs included) up to forty five (45) employees	$1000/per 8 hour day
On-site Training (travel costs included) per additional employee over 45	$1000/per 8 hour day

Labor Service Rates	
List all relevant training or rate components to the proposed solution. Add lines as necessary.	**Price (not to exceed)**
Service Technician 8:00AM-5:00PM Mon-Fri (Non-Warrantied Product)	$125/hour
Service Technician After Hours 5:01PM-7:59AM Mon-Fri (Non-Warrantied Product)	$187.5/per hour
Service Technician Weekend/Holiday Hours (Non-Warrantied Product)	$187.5/per hour
Systems Engineer / Programmer	$150/hour
Project Manager / Project Engineer	$150/hour
Consulting	$150/hour
Graphic Design (if available)	$80/hour

Implementation & Miscellaneous Components (if applicable)	
List any relevant implementation or miscelaneous components to the proposed solution. Add lines as necessary.	**Price (not to exceed)**
Fixed Price for one (1) Solution Compatible Concrete Pad	$1,200.00
Bonds & Permits	reimbursed at cost
Travel & Expenses	negotiated per purchase order
Rentals	reimbursed at cost

Subscription Annual Fees for Exhibit B1 Software				
Please list subscription fees for any software used for the solution evaluated in Exhibit B1. Subscription fees have to include all software support and maintenance (if maintenance is not included, please list it as a separate line item). Add lines as necessary and explanation of pricing model variations, if any. NOTE : DES has to be able to calculate cost per license.	**Year 1**	**Year 2**	**Year 3**	**Year 5**
Basic Licensing (Software or Hardware)				
venVUE System Administration - 1st User Credential	$495.00	$495.00	$495.00	$525.15
venVUE System Administration - Additional User Credential	$295.00	$295.00	$295.00	$312.97
venVUE System Administration - Unlimited User Credentials	$1,900.00	$1,900.00	$1,900.00	$2,015.71
Additional Features Licensing or Third Party Licenses (if applicable)				
Electronic Coupon Code	$120.00	$120.00	$120.00	$127.31
API Maintenance Support	$120.00	$120.00	$120.00	$127.31
Infrastructure Licensing (if applicable)				
Hosting Fees (if applicable)	$480.00	$480.00	$480.00	$509.23
Cellular Connectivity	$180.00	$180.00	$180.00	$190.96
Payment Gateway	$120.00	$120.00	$120.00	$190.96

Exhibit B

INSURANCE REQUIREMENTS

1. **INSURANCE OBLIGATION**. During the Term of this Master Contract, Contractor obtain and maintain in full force and effect, at Contractor's sole expense, the following insurance coverages:

    a. COMMERCIAL GENERAL LIABILITY INSURANCE. Commercial General Liability Insurance (and, if necessary, commercial umbrella liability insurance) covering Bodily Injury and Property Damage on an 'occurrence form' in the amount of not less than $1,000,000 per occurrence and $2,000,000 general aggregate. This coverage shall include Contractual Liability insurance for the indemnity provided under this Master Contract.

    b. COMMERCIAL AUTOMOBILE LIABILITY INSURANCE. 'Symbol 1' Commercial Automobile Liability coverage (and, if necessary, commercial umbrella liability insurance) including coverage for all owned, hired, and non-owned vehicles. The combined single limit per occurrence shall not be less than $1,000,000.

    c. PROFESSIONAL LIABILITY (ERRORS & OMISSIONS) INSURANCE. Professional liability insurance in the amount of not less than $1,000,000 combined single limit per occurrence, $2,000,000 general annual aggregate for malpractice or errors and omissions coverage against liability for damages because of personal injury, bodily injury, death, or damage to property, including the loss of use thereof, and damages because of negligent acts, errors, and omissions in any way related to this Master Contract.

    d. TECHNOLOGY ERRORS & OMISSIONS INSURANCE. Technology errors and omissions insurance, on an occurrence form. This coverage shall include Contractual Liability insurance for the indemnity provided under this Master Contract. Limits are $1,000,000 per claim/annual aggregate.

    e. CYBER RISK LIABILITY INSURANCE. Cyber Risk insurance, on an occurrence form. This coverage shall include Contractual Liability insurance for the indemnity provided under this Master Contract. Limits are $1,000,000 per claim/annual aggregate

    f. CRIME INSURANCE/EMPLOYEE DISHONESTY. Employee Dishonesty and (when applicable) Inside/Outside Money and Securities coverages for State of Washington and/or Purchaser-owned property in the care, custody, and control of Contractor. Coverage limits shall not be less than $1,000,000.

    The limits of all insurance required to be provided by Contractor shall be no less than the minimum amounts specified. Coverage in the amounts of these minimum limits, however, shall not be construed to relieve Contractor from liability in excess of such limits.

    A cross-liability clause or separation of insured condition shall be included in the general liability, policy required by this Master Contract.

2. **INSURANCE CARRIER RATING**. Coverages provided by the Contractor must be underwritten by an insurance company deemed acceptable to the State of Washington's Office of Risk Management. Insurance coverage shall be provided by companies authorized to do business within the State of Washington and rated A- Class VII or better in the most recently published edition of Best's

Insurance Rating. Enterprise Services reserves the right to reject all or any insurance carrier(s) with an unacceptable financial rating.

3. **ADDITIONAL INSURED**. Except for Works' Compensation, Professional Liability, Personal Automobile Liability, and Pollution Liability Insurance, all required insurance shall include the State of Washington and all authorized Purchasers (and their agents, officers, and employees) as an Additional Insureds evidenced by copy of the Additional Insured Endorsement attached to the Certificate of Insurance on such insurance policies.

4. **CERTIFICATE OF INSURANCE**. Upon request by Enterprise Services, Contractor shall furnish to Enterprise Services, as evidence of the insurance coverage required by this Master Contract, a certificate of insurance satisfactory to Enterprise Services that insurance, in the above-stated kinds and minimum amounts, has been secured. A renewal certificate shall be delivered to Enterprise Services no less than ten (10) days prior to coverage expiration. Failure to provide proof of insurance, as required, will result in contract cancellation. All policies and certificates of insurance shall include the Master Contract number stated on the cover of this Master Contract.

5. **PRIMARY COVERAGE**. Contractor's insurance shall apply as primary and shall not seek contribution from any insurance or self-insurance maintained by, or provided to, the additional insureds listed above including, at a minimum, the State of Washington and/or any Purchaser. All insurance or self-insurance of the State of Washington and/or Purchasers shall be excess of any insurance provided by Contractor or subcontractors.

6. **SUBCONTRACTORS**. Contractor shall include all subcontractors as insureds under all required insurance policies, or shall furnish separate Certificates of Insurance and endorsements for each subcontractor. Each subcontractor must comply fully with all insurance requirements stated herein. Failure of any subcontractor to comply with insurance requirements does not limit Contractor's liability or responsibility.

7. **WAIVER OF SUBROGATION**. Contractor waives all rights of subrogation against the State of Washington and any Purchaser for the recovery of damages to the extent such damages are or would be covered by the insurance specified herein.

8. **NOTICE OF CHANGE OR CANCELLATION**. There shall be no cancellation, material change, exhaustion of aggregate limits, or intent not to renew insurance coverage, either in whole or in part, without at least sixty (60) days prior written Legal Notice by Contractor to Enterprise Services. Failure to provide such notice, as required, shall constitute default by Contractor. Any such written notice shall include the Master Contract number stated on the cover of this Master Contract.

WARRANTY

VenTek International
engineering the future of automated payment systems

Phone: (707) 773-3373
Fax: (707) 773-3381
Web: www.ventek-intl.com

Warranty & Support Plans

Extended Warranty

The Extended Warranty is an enhanced version of the Standard Warranty. This guarantees that defective components will be repaired, if possible, or replaced at VenTek's discretion. This warranty is effective for 12 months **after** the Standard Warranty Expires. This plan includes:

*Repair or replacement of defective components at VenTek's discretion
*Assistance with Rate Table modifications
*Unlimited technical support during business hours (M-F 8AM-5PM PST)
*24/7 access to the online customer support center
*Discounted training
*Discounted on-site support labor
*Can be extended for up to 7 years

First pay station is $900.00; each additional pay station will be charged as follows:
Non Change Giving Machine - $500.00 per pay station
Change Giving Machine - $600.00 per pay station

Note: Onsite services are not included in this warranty and will be billed separately. This warranty does not cover damage from vandalism, or natural disasters.

Loaner Package (Only available with purchase of Extended Warranty)

The Loaner Package ensures that a working part will be shipped to the customer within 24 hours (1 business day) of an RMA request, should a major component fail. The customer may utilize this loaned part until their component is repaired. Once the repaired component is returned, the customer will ship the loaned item back to VenTek. This warranty is effective for 12 months **after** the Standard Warranty Expires. This plan includes:

*Unlimited use of the loaned component until original component is fixed and returned
*No cost, one-way, next day shipping of loaner parts to direct clients

$400.00 per pay station in addition to the Extended Warranty rate

VenTek recommends purchasing a Spare Parts Package. Please contact Client Services for more information and a discounted rate.

Note: Onsite services are not included in this package and will be billed separately. This warranty does not cover damage from vandalism, or natural disasters.

Technical Support Plan

The Technical Support Plan provides direct telephone and online access to the VenTek Customer Support Center. VenTek's Customer Support operates M-F 8AM – 5PM PST. Each support request is assigned an individual case number, used to track progress from beginning to end. Rate Table changes and CCU configurations are NOT included in this plan. This plan includes:

*Unlimited technical support during business hours (M-F 8AM-5PM PST)
*24/7 access to the online customer support center
*Assistance with existing Rate Table modifications

Pricing based on pay station quantity and Rate Table support.

VENTEK EXTENDED WARRANTY & SUPPORT PLAN POLICIES

VenTek International Extended Warranty and Support Plan Policies

Effective Date: December 1, 2016

Overview

VenTek Service Plans are supported by a national organization with 3 locations in 2 countries, closely integrated with the state-of-the-art Technical Assistance Center at VenTek headquarters in Petaluma, California.

VenTek's Client Services (VCS) support will be provided to all Direct Clients or Resellers (DCoR) of VenTek equipment. Resellers will provide support to their customers. VenTek does not provide support services directly to end customers; whether they are customers of Direct Clients or customers of Resellers. A customer who purchased a VenTek automated payment system from a Reseller is required to contact that Reseller for support. If the Reseller is unable to solve the customer's problem after reasonable efforts, the Reseller may seek assistance from VCS.

The Extended Warranty and Support Plan Policies cover VenTek-branded products that are supported by VenTek Service and Support under a purchased VenTek Extended Warranty or Support Plan. Except for the Severity Definitions and Response Time Targets, which apply to in-warranty support, these Plan Policies do not apply to equipment or software for which you have not purchased a Plan.

IMPORTANT NOTE: *ALL SERVICE IS PROVIDED ONLY SUBJECT TO THE TERMS AND CONDITIONS OF THE APPLICABLE VENTEK EXTENDED WARRANTY AGREEMENT OR SERVICE AGREEMENT. These Plans are subject to change at the discretion of VenTek. Changed versions of these Plans will be posted on the VenTek International website.*

Client Services Extended Warranty and Support Plan Terms and Conditions

Hardware Warranty Support

Defective or damaged parts will be repaired or replaced by VCS in its sole discretion if the repair or replacement is covered by the Standard VenTek Product Warranty (SVPW). If the One-year SVPW has expired and the DCoR has not purchased an Extended Support Plan (ESP), the DCoR will be responsible for the costs of the repair or replacement.

In order to return parts to VCS for repair or replacement, the DCoR should first contact VCS at (707) 773-3373 to advise VCS of the part to be returned, its serial number, and to obtain a Return Merchandise Authorization (RMA) number. The DCoR may also use VenTek's Client Services Web Support Site to provide this information and request an RMA number. Please visit www.ventek-intl.com and click on the Customer Support tab to request an RMA. The part is to be returned to VCS at the address specified by the RMA, with a copy of the RMA enclosed. The costs of shipping parts to VCS will be the responsibility of the DCoR.

VCS will use reasonable efforts to ship repaired or replacement parts within 5 business days of their receipt at the RMA facility. Older legacy parts may require longer repair times due to possible part shortages. Parts will be shipped 3 Day, unless DCoR has indicated otherwise during the RMA Process. Unless the repair or replacement is covered by the SVPW or an ESP, the DCoR will be responsible for the costs of repair or replacement and invoiced in accordance with the fees set forth in Exhibit D.

The DCoR will be responsible for installing any repaired or replacement parts. If a DCoR does not have the training and expertise to do so, then at the request of the DCoR, VCS will provide assistance to the DCoR at VCS' usual on-site repair fee as set forth in Exhibit D.

VCS warrants repaired or replacement parts for a period of 60 days from the date of shipment.

Repairs or replacement parts required as a result of rust or corrosion, damage due to accident, improper handling or operation, shipping damage, abuse, misuse, unauthorized repairs or attempted repair, vandalism or Natural Disasters are not covered by the SVPW or any variation of the Extended Service Plans.

Pay Station Software & venVUE® Warranty Support

Unless otherwise agreed in writing between a DCoR and VCS, VCS will have no obligation to provide enhancements to Pay Station Software or to venVUE®. Any Enhancements will be released by VCS in its sole discretion in accordance with a schedule set forth by VCS.

VCS will advise DCoRs from time to time of any problem resolutions, fixes, updates, and Enhancements available for the Pay Station Software or to venVUE®. The timing, methods and extent to which any such problem resolutions, fixes, updates and Enhancements are made available to DCoRs will be at VCS's sole discretion.

VCS will support all official released versions of Pay Station Software for at least 12 months following the Software's release. If a DCoR is using Pay Station Software that is not the most current release, and there is an issue for which the DCoR is requesting assistance from VCS, and if the problem is known to be fixed in the most current release of such Software, VCS may require that the DCoR update to the most current release as the solution to the problem.

Fees and Payments

The DCoR will be responsible for VCS's fees for providing support, as outlined in Exhibit D, if the support given is not covered by the SVPW or an ESP. Problems such as, but not limited to, disputes with credit-card processing, telephone lines, network lines, modems or handheld devices not sold or recommended by VCS, computers and software other than VCS's Software, are not covered by the SVPW or an ESP.

The DCoR will be responsible for the cost of any on-site service not covered by the SVPW or ESP. If on-site assistance is provided through a VenTek Reseller, the cost will be at the Reseller's rates and the DCoR will be billed directly by the Reseller. If on-site assistance is provided directly by VCS, the cost will be at VCS's rates as set forth in Exhibit D.

If the Direct Client is outside of Warranty, does not have an ESP, and is requesting support from VCS, service costs will be at the rates set forth in Exhibit D.

The DCoR will pay the amount owed to VCS for support services that are not covered by a SVPW or ESP on the date of which the services were provided. The DCoR will provide a valid credit card number, or with an account in good standing may provide a PO number, for which the services will be charged or invoiced. VCS will have no obligation to provide further support services not covered by a SVPW or by an ESP to a DCoR whose account with VenTek International is in arrears.

In addition to VCS's fees and other charges the DCoR will pay, indemnify, and hold VCS harmless from; any excise, sales, use, value- added, import, export or other taxes (not based on VCS's net income), any inspection fees, duties, tariffs, imposts or similar charges, including any penalties and interest, as well as any costs associated with the collection or withholding thereof, levied on the delivery of support services by VCS to the DCoR. If the government of any country requires the DCoR to withhold or deduct any taxes, charges, or other duties from any payments due from the DCoR to VCS, the DCoR will pay any additional amounts as may be necessary in order that the net amounts received by VCS after any such withholding or deduction equals the amounts to be paid to VCS without such withholding or deduction.

Termination, Transfers, and Assignments

If the Direct Client fails to make a payment owing under an ESP for a Pay Station, the ESP for such Pay Station will be terminated, such that VCS will have no further obligation to the Direct Client in regards to said Pay Station. It will be under the sole discretion of VCS whether an ESP in arrears may be reinstated.

If the Direct Client has an ESP and wishes to terminate before the expiration of the ESP's one-year term, the Direct Client may terminate the ESP with written notice. VCS will refund the portion of the cost of the Support Package attributable to the balance of the year, pro-rata based on the number of months left in the balance of the year, less an administrative fee of $295.

If the DCoR uses modified parts, or items not approved for use by VCS for a Pay Station, the SVPW and any ESP applicable to said Pay Station may be terminated by VCS.

Limitations

The SVPW and the ESP are in lieu of all other warranties expressed or implied, including warranties or merchantability and fitness for a particular purpose and excludes all liability for incidental or consequential damages for any cause.

Although VCS will diligently help to resolve problems in accordance with these Terms and Conditions, there may be some problems for which VCS is unable to find a solution. VCS gives no guarantee that it will be able to resolve every issue.

VCS will not be responsible for any loss of data and/or revenue, or any incidental or consequential damages of any kind for any cause that may be incurred or suffered by the DCoR while VCS is working to resolve the DCoR's problem.

End of Support Policy

Service and support coverage typically ends seven years after the ship date of product. Software maintenance and support purchased under a VenTek Support Plan is available for both current and immediately preceding versions of software/hardware. VenTek strongly advises DCoRs install the latest software release when notified of updates, however, compatibility with your hardware should always be verified. This can be done on the VenTek website.

Client Services Support

VCS will provide technical support by telephone and email for those DCoRs who are covered by the SVPW or any variation of an ESP. VCS is to be contacted by telephone at its telephone number for support services or by email at support@ventek-intl.com. The DCoR may also use VCS Web Support Site to request new support or track existing issues at www.ventek-intl.com and choosing the Customer Support tab. If a VCS representative is not available to take the call at the time it is made, the details of the issue will be recorded in VenTek's Ticket Tracking System and the call will be returned. VCS's regular business hours are Monday – Friday, 8am to 5pm Pacific Time (exclusive of holidays). During non-business hours, weekends, and holidays, VCS will do its best to respond to requests as soon as possible via email.

VCS will use reasonable efforts to respond to calls, emails, and to solve problems in accordance with the guidelines set forth in Exhibit C, or such other guidelines as VCS and the DCoR may agree upon. The DCoR will cooperate with VCS to facilitate VCS's efforts to provide assistance and to meet the guidelines set forth in Exhibit C, or such other guidelines as VCS and the DCoR may agree upon. VCS will not be in breach of its obligations under these Terms and Conditions, or under the SVPW or an ESP, if it fails to meet the guidelines set forth in Exhibit C or such other guidelines.

24x7 Online Services

24x7 online service allows end users to submit support requests online. It also provides a wide array of information, including the online knowledge base, compatibility matrix, white papers, release notes, technical bulletins, and product documentation.

Telephone Technical Support

VenTek Service Plans provide direct telephone access to the VenTek Client Services Assistance Center. The Center operates during normal business hours and calls are routed to the staff person best qualified to assist with your specific question. Each support request is provided a case number to track each issue to resolution.

Client support needed outside of normal business hours may be arranged in advance for technical phone assistance early morning, late evening or weekends.

Included with the Standard VenTek Product Warranty (SVPW)

Standard VenTek Product Warranty includes:

- Free telephone and email support for 3 months from the date of shipping for all matters
- Free telephone and email support for 12 months from the date of shipping for warranty-related matters
- After the first 3 months, support for non-warranty matters or for setup and installation matters will be charged at:
  - $100 an hour, billed in 15 minute increments during regular business hours
  - $150 an hour, billed in 15 minutes increments outside of regular business hours, available by appointment only
- 3-Day shipping of replacement parts billed to DCoR

DCoR's Obligations

Each DCoR will provide notice in writing (including by email) to VCS setting forth the names of Support Contacts, each of whom will be properly trained in the use and support of the relevant Pay Station and Software. VCS is authorized and directed by the DCoR to deal with these Support Contacts. When calling for technical support, the DCoR will provide the serial number and model of the Pay Station, the version of the Software (if not connected to venVUE®), a detailed description of the problem, and a summary of the basic troubleshooting that has already been tried. The DCoR will be responsible for proper maintenance of the relevant Pay Station in accordance with VCS's recommendations and requirements for the Pay Station, and for keeping accurate and complete maintenance records for the Pay Station.

Problem Solving

When a DCoR seeks assistance from VCS, VCS will open a Ticket for the DCoR. In addition, the DCoR may open their own Tickets by visiting the VCS Support Web Site or by emailing the VCS Support email.

Once a Ticket is opened, VCS will:

1. Acknowledge receipt of the request for assistance
2. Provide an action plan for resolving the problem
3. If possible, provide a temporary solution to the problem that restores functionality to the affected system without severely compromising performance or unreasonably inconveniencing the DCoR
4. Advise of any updates to the action plan
5. Advise as to the resolution of the problem
6. Request confirmation of the solution

VCS will take the corrective actions it deems appropriate to resolve a Ticket and will maintain records of the actions it takes to resolve the issue VCS may request additional information from the DCoR with specific instructions as to how that information is to be given to VCS.

If VCS and the DCoR determine that on-site assistance is required, VCS may dispatch a qualified VCS Technical Support Representative to the DCoR's premises where the Pay Station is located. The Technical Support Representative (TSR) will arrive with the proper diagnostic tools necessary to troubleshoot the problem on site. If a VenTek Reseller is local to a Direct Customer's location, VCS may provide a TSR from that Reseller. If there is no VenTek Reseller in the area, or they do not have a TSR to provide, the TSR will be provided directly by VCS. The DCoR will be responsible for the cost of on-site assistance, unless the on-site assistance is covered by an ESP.

Once VCS resolves the problem for which a Ticket was opened, VCS will use reasonable efforts to provide the DCoR with a full description of how the problem was solved, including technical details. The DCoR will need to confirm to VCS whether the problem has been solved and, if so, that the Ticket may now be closed. A Ticket will be closed only with the agreement of VCS and the DCoR. A DCoR will be deemed to have agreed that the Ticket is to be closed if the DCoR fails to respond to contact attempts made to the DCoR by VCS.

State of Washington Contracts & Procurement Division Department of Enterprise Services P.O. Box 41411 Olympia, WA 98504-1411	Caracal Enterprises, LLC DBA VenTek International 1260 Holm Road, Suite A Petaluma, CA 94952

FIRST AMENDMENT

TO

CONTRACT NO. 04417 PARKING HARDWARE, SOFTWARE and MAINTENANCE

This First Amendment ("Amendment") to Contract No. 04417 is made and entered into by and between the State of Washington acting by and through the Department of Enterprise Services, a Washington State governmental agency ("State") and Caracal Enterprises LLC, dba VenTek International, a Delaware Limited Liability Corporation ("Contractor") and is dated as of April 1, 2020.

RECITALS

A. State and Contractor (collectively the "Parties") entered into that certain Contract No. 04417 for Parking Hardware, Software and Maintenance dated effective as of May 8, 2018 ("Contract").

B. The amendment set forth herein is within the scope of the Contract.

C. The Parties now desire to amend the Contract as set forth herein.

AGREEMENT

NOW THEREFORE, in consideration of the mutual covenants and agreements set forth herein, the Parties hereby agree to amend the Contract, as follows:

1. SECTION 3.2 CONTRACT SCOPE.

   "Pursuant to this Master Contract, Contractor is authorized to sell Parking Hardware, Software, & Maintenance products and services along with any relevant accessories for the prices set forth in *Exhibit A – Prices for Goods/Services*. Contractor shall not represent to any Purchaser under this Master Contract that Contractor has contractual authority to sell any goods and/or services beyond those set forth in this Master Contract,"

   Is hereby amended to include the following statement at the end of Section 3.2 Contract Scope:

   - All products and services set forth in *Exhibit A-Prices for Goods/Services* shall comply with all requirements listed in *Exhibit B2, Parking Hardware, Software, Maintenance Requirements.*

2. EXHIBIT B2: *Parking Hardware, Software, Maintenance Requirements* is hereby added to the Contract as follows in Exhibit B2 (attached).

3. NO CHANGE OTHER THAN AMENDMENT. Except as amended herein, the Contract is unaffected and remains in full force and effect.

4. INTEGRATED AGREEMENT; MODIFICATION. This Amendment constitutes the entire agreement and understanding of the Parties with respect to the subject matter and supersedes all prior negotiations and representations. In the event of any conflict between this Amendment and the Contract or any earlier amendment, this Amendment shall control and govern. This Amendment may not be modified except in writing signed by the Parties.

5. AUTHORITY. Each party to this Amendment, and each individual signing on behalf of each party, hereby represents and warrants to the other that it has full power and authority to enter into this Amendment and that its execution, delivery, and performance of this Amendment has been fully authorized and approved, and that no further approvals or consents are required to bind such party.

6. ELECTRONIC SIGNATURES. A signed copy of this Amendment or any other ancillary agreement transmitted by facsimile, email, or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original executed copy of this Amendment or such other ancillary agreement for all purposes.

7. COUNTERPARTS. This Amendment may be executed in one or more counterparts, each of which shall be deemed an original, and all of which counterparts together shall constitute the same instrument which may be sufficiently evidenced by one counterpart. Execution of this Amendment at different times and places by the parties shall not affect the validity thereof so long as all the parties hereto execute a counterpart of this Amendment.

EXECUTED AND EFFECTIVE as of the day and date first above written.

CARACAL ENTERPRISES, LLC
DBA VENTEK INTERNATIONAL
A DELAWARE LIMITED LIABILITY COMPANY

By: Erika Anderson
Name: Erika Anderson
Title: VP of Sales
Date: 3/2/20

STATE OF WASHINGTON
DEPARTMENT OF ENTERPRISE SERVICES

By: Kimberly Kirkland
Name: Kimberly Kirkland
Title: Procurement Supervisor
Date: 3/3/2020

Bidder: VenTek International

RFP NO.: 04417-CPRM - EXHIBIT B2

Instructions
1. Review Requirements.
2. Review Priority and the provided definitions:
   - Mandatory: Mission critical requirement; cannot consider a solution that does not meet this requirement.
   - Highly Desirable: Requirement supports necessary operations and the solution is less effective if this requirement is not met.
   - Desirable: Requirement enhances functionality or quality of the solution and makes it more desirable.
3. Select and indicate if Bidder Fully Meets, Partially Meets, or Does Not Meet a requirement to How Bidder Meets Requirement.
4. For each requirement that Bidder Fully Meets, or Partially Meets, indicate the appropriate Response Code per the provided definitions:
   - Core: The proposed solution currently meets this requirement as part of the generally available solution (or configuration of the generally available solution).
   - Customization: The proposed solution can meet the requirement through a customization or an add-on to the generally available solution. In the Written Response column describe customization needed, estimated level of complexity and timeline.
   - Third Party: The proposed solution can meet this requirement through functionality provided by a third party. In the Written Response column, indicate if the third party functionality is live with any other Bidder's customers.
5. **In the Written Response column for every requirement that indicates a "Written Response Required", or requires customization, or is provided by a third party, or partially meets, provide a detailed written response that addresses how the proposed solution will meet the requirement**. Limited responses may receive lower scoring than those that demonstrate understanding and mastery of the subject matter (see scoring guide below).
   Written responses so brief that they do not support an affirmative response may be considered inadequate for the purpose of meeting a mandatory requirement.
   NOTE: Bidder can include screen shots or separate documents as attachments, if needed. All attachments must be labeled with the Requirement ID number and the Written Response column must indicate the title of the attachment, page number and/or section title of where the information can be found.

Requirement ID	Category	Functional Requirements	Priority	How Bidder Meets Requirement	Response Code	Written Response
	General Features					
1	General Features	The solution must be able to function as a single unit or operate in a networked environment using IP-based communications technology (digital cellular or Ethernet).	MANDATORY	FULLY MEETS	CORE	All pay stations (venSTATION) can function singly or in a network, using Internet, Ethernet or satellite. Our Central Management System (CMS) venVUE® can connect one or all to the back office and to each other. Additionally all payment data can be connected for citation management via TicketManager™
2	General Features	The solution must be supported by software applications allowing user manipulation of rate structure, system configuration, menu items, machine monitoring and transaction recording from a local or remote site.	MANDATORY	FULLY MEETS	CORE	Rate structure is managed via a rate table that can be uploaded to one or all venSTATIONs in real time. Pay station management, alarms and monitoring ca be done through our CMS. Rate tables can be updated via our CSR or by a staff person on site that has been trained by VenTek.
3	General Features	The solution must be supported by software applications for real-time credit card authorization and settlement with end-customer's financial institutions.	MANDATORY	FULLY MEETS	CORE	venDirect handles PCI Credit Card processing and VenTek has open API which gives us the ability to work with most any financial institution the customer requires. We have worked with
4	General Features	The solution must have security monitoring sensors that sends a signal to the local and remote location.	MANDATORY	FULLY MEETS	CORE	VenTek's pay stations send a 'heartbeat' at pre-determined intervals back to the administrative office monitoring the pay stations' operational health.
5	General Features	The solution includes an operating status monitor that sends information to the local and remote locations regarding the current operating status of the solution.	MANDATORY	FULLY MEETS	CORE	The answer above serves the same purpose.
6	General Features	The solution should be powered using a battery, capable of operating using battery power only or by continually recharging the battery using solar and/or A/C power.	MANDATORY	FULLY MEETS	CORE	Pay Stations can be either AC or Solar. Each has an additional back up battery which can power the station in situations where the initial power source is interrupted.
7	General Features	The solutions hardware components and software are upgradable to slow down obsolescence.	MANDATORY	FULLY MEETS	CORE	VenTek's pay stations are built with the idea that components can easily be removed and replaced for upgrade or maintenance. This will meet both hardware and software requirements.
	Pay Station Cabinet					
8	Pay Station Cabinet	The cabinet should be constructed of 10 gauge cold rolled steel with ¼" stainless steel security reinforcement around the lock area of door, or similarly durable secure cabinet. Written response required.	HIGHLY DESIRABLE	FULLY MEETS	CORE	The venSTATION cabinet is constructed of 10 gauge cold rolled steel with ¼" stainless steel security reinforcement around the lock area of door and utilizes a zinc epoxy primer for protection from corrosive environments.
9	Pay Station Cabinet	The cabinet design allows for accessibility of internal components for maintenance or repair.	DESIRABLE	FULLY MEETS	CORE	The front door of the venSTATION opens for complete access to all components on the inside for maintenance and repair. All components are easily removed for maintenance or replacement as needed.

10	Pay Station Cabinet	The cabinet color should be a semi-gloss durable finish available in a standard gray or black, or the ability to choose a custom color.	DESIRABLE	FULLY MEETS	CORE	The standard cabinet color is C013-GR08 Gray Hammer Semi-Gloss (with texture) with yellow semi-gloss trim. Other colors are available at http://www.cardinalpaint.com/powder/color-chart/. Customer colors are an additional charge and add time to the order process.
11	Pay Station Cabinet	A durable wrap with more than one color and graphics is desirable. Cost for this customization of machines should be included with the quote.	DESIRABLE	FULLY MEETS	CUSTOMIZATION	VenTek can offer custom wraps to cover the venSTATIONs with can be done with any graphics the customer would like. Please see examples on attached sheet.
12	Pay Station Cabinet	The cabinet case front must include a large area where graphics can be applied to display instructions and additional information.	DESIRABLE	FULLY MEETS	CUSTOMIZATION	The face plate of the venSTATION is large enough to add a custom graphic with instructs or Braille if needed. See examples on attached sheet.
13	Pay Station Cabinet	The cabinet door should feature a flush mounted clear Lexan, or other approved high-impact plastic, cover providing protection for the display or similar grade of protection, please describe.	HIGHLY DESIRABLE	FULLY MEETS	CORE	The front display is an LCD screen that is covered with a clear Lexan, glare resistant cover.
14	Pay Station Cabinet	Access to the cabinet shall require a lock or other similar security measure to gain access.	MANDATORY	FULLY MEETS	CORE	The venSTATION cabinet lock is a Medeco lock keyed with a proprietary combination exclusively for new installations and require a hex wrench to open. The locks are stainless steel, industry standard, high security, weather and corrosive resistant and do not require regular cleaning or maintenance.
15	Pay Station Cabinet	The cabinet must be configurable for either in-ground or surface mounting.	MANDATORY	FULLY MEETS	CORE	The cabinet should be mounted on a cement platform with counter sunk bolts. It is designed to bolt to the ground or a 6" tall steel pedestal using 5/8" anchor bolts. Once the cabinet is closed there is no access to the mounting bolts.
16	Pay Station Cabinet	The cabinet must able to accommodate multiple conduit connections.	HIGHLY DESIRABLE	FULLY MEETS	CORE	The cabinet is able to accommodate three separate conduit connections.
17	Pay Station Cabinet	The unit will be out in the weather, unprotected, in most applications. The unit must be able to operate in extreme weather conditions, which may require internal heating/insulation/cooling elements.	MANDATORY	FULLY MEETS	CORE	venSTATIONs have operated in extreme environmental conditions from -40˚ F, in Canada to 130˚ F in Death Valley National Park (without a heater -5˚ F, -20˚ C). A/C meters can have heaters added for extreme cold or a fan can be added for extreme heat or humidity.
	Customer Online Portal					
18	Customer Online Portal	Solution allows customers to self manage parking (e.g., locate available parking, purchase permits, view and pay citations, submit appeals) through a secure website or iOS, Android, and Windows mobile applications.	DESIRABLE	PARTIALLY MEETS	CORE	VenTek's On-Line Permitting and TicketManager™ online payment portal are completely web-base and are available on all these platforms. We do not have a parking place location app, however we do support purchasing permits, view and pay citations, submit appeals.
19	Customer Online Portal	Solution offers pay-by-phone and pay-by-plate functionality.	DESIRABLE	PARTIALLY MEETS	THIRD PARTY	VenTek offers pay by plate functionality through our On-Line Permitting System. Although we do not at this time have a pay by phone application, we have successfully worked with the PayByPhone app and can have it fully integrated into our system.
	Pay Station Display					
20	Pay Station Display	The front display shall have high contrast visibility for the user or a way to activity high contract visibility by a visually impaired user at the beginning of machine use.	MANDATORY	FULLY MEETS	CORE	The Display Module features a high visibility Liquid Crystal Display (LCD) with graphical capability. The LCD can be configured to display either 8 lines containing 40 characters text in so called, "Single Height, Single Width" format, or 8 lines of 24 characters text in "Double Height, Double Width" format, to improve usability for the visually impaired. In conjunction with this text mode, the LCD also supports a "pixel-addressable" mode capable of rendering graphical images.
21	Pay Station Display	The display shall be lighted for improved readability during low/no light conditions.	MANDATORY	FULLY MEETS	CORE	The display is back-lit for improved readability during low/no light conditions.
22	Pay Station Display	The display shall be designed to prevent damage due to moisture, extreme cold and hot weather conditions.	MANDATORY	FULLY MEETS	CORE	A stainless-steel shield prevents moisture from collecting on the display when the maintenance door is opened in poor weather, and a fan ventilation system provides increased protection from heat and humid conditions.
	Pay Station Interface					
23	Pay Station Interface	The unit shall have programmable buttons for a variety of fees, and combinations of fees.	MANDATORY	FULLY MEETS	CORE	The venSTATION has four buttons to the side of the display that help the parking customer choose from the menu. For Pay by Plate there is an alphanumeric keyboard. See examples on Additional Information Sheet.

24	Pay Station Interface	The unit shall have an “ATM-style” keypad or functionally equivalent.	HIGHLY DESIRABLE	FULLY MEETS	CORE	venSTATIONs are designed to be ATM style in functionality for familiarity and ease of use for customers.
25	Pay Station Interface	The display interface will clearly designate one button as the “Cancel” function or a similar equivalent.	HIGHLY DESIRABLE	FULLY MEETS	CORE	The customer will have an option to cancel all the way up to the point before offering a credit card or cash.
	Pay Station Dispenser					
26	Pay Station Dispenser	The dispenser(s) will be constructed of a stainless steel or a similar durable rust-proof material.	HIGHLY DESIRABLE	FULLY MEETS	CORE	All interior metal part are stainless steel or other rust proof metal.
27	Pay Station Dispenser	The dispenser(s) will be mounted to the front door.	HIGHLY DESIRABLE	FULLY MEETS	CORE	venSTATIONs meet this requirement
28	Pay Station Dispenser	The dispenser(s) will include a clear Lexan, or equivalent, door.	HIGHLY DESIRABLE	FULLY MEETS	CORE	venSTATIONs meet this requirement
29	Pay Station Dispenser	The solution shall dispense physical receipts and or product.	HIGHLY DESIRABLE	FULLY MEETS	CORE	venSTATIONs meet this requirement
30	Pay Station Dispenser	The dispenser(s) shall be resistant to water or condensation, and have evacuation holes in the event that water or condensation does infiltrate a dispensing area.	HIGHLY DESIRABLE	FULLY MEETS	CORE	venSTATIONs meet this requirement
	Pay Station Credit Card Reader					
31	Pay Station Credit Card Reader	Reads Track II encoded mag stripe cards.	MANDATORY	FULLY MEETS	CORE	venSTATIONs meet this requirement
32	Pay Station Credit Card Reader	Pay station credit card reader is easily accessible for serviceability	DESIRABLE	FULLY MEETS	CORE	venSTATIONs meet this requirement
33	Pay Station Credit Card Reader	What tamper-resistant features does your solution incorporate?	MANDATORY	FULLY MEETS	CORE	Fraud Skimmers - There is no practical way to insert a credit card reader façade onto the venSTATION. Thus, fraudsters will be highly discouraged from attempting to construct a methodology to apply propagate fraud on the parking patrons using venSTATIONs.
	Pay Station Hybrid Card Reader					
34	Pay Station Hybrid Card Reader	Reads Track II encoded mag stripe cards and ISO 7816 SmartCards.	HIGHLY DESIRABLE	FULLY MEETS	CORE	venSTATIONs meet this requirement
35	Pay Station Hybrid Card Reader	Hybrid card reader is easily accessible for serviceability	HIGHLY DESIRABLE	FULLY MEETS	CUSTOMIZATION	venSTATIONs can meet this requirement with more information about the Hybrid Card.
	Pay Station Printer					
36	Pay Station Printer	Solution printer has a material option that dispenses a printed product of suitable durability to remain fully legible in a vehicle for up to one year. Material in this period can remain legible while withstanding exposures to UV light, cold weather, hot weather below 180 degrees Fahrenheit and resist tearing. Please elaborate on the durability options of the printed material.	HIGHLY DESIRABLE	FULLY MEETS	CORE	The thermal receipt paper we recommend is capable of withstanding temperatures up to 180° F without turning black. It resists tearing and fading and will remain legible even exposed to sun, heat or cold.
37	Pay Station Printer	Printer stores the dot pattern structure in an EPROM & FONT prom.	DESIRABLE	FULLY MEETS	CORE	venSTATIONs meet this requirement
38	Pay Station Printer	Printer is easily removed for servicing and replacement.	DESIRABLE	FULLY MEETS	CORE	All venSTATIONs components are easily removable for maintenance or replacement quickly and without any special tools.
39	Pay Station Printer	Receipt length is adjustable with industry standard widths available.	DESIRABLE	FULLY MEETS	CORE	The standard width of the receipt paper we recommend is 2 - 3/8" wide.
40	Pay Station Printer	Solution is capable of printing a window sticker in addition to a receipt.	DESIRABLE	FULLY MEETS	CUSTOMIZATION	venSTATIONs can be programed to print receipts to be used on dashboards, we can also print on sticky-back receipt paper.
41	Pay Station Printer	Describe whether your existing solution can accommodate providing both paper receipts and window stickers.	HIGHLY DESIRABLE	FULLY MEETS	CUSTOMIZATION	Yes our existing solution can accommodate both paper and sticky backed receipts, utilizing multiple or dual printers.
42	Pay Station Printer	Does your solution have the ability to print a yearly pass substantially similar to the attached document? If available, please provide a sample of an existing similar product. (Click on the Adobe Acrobat PDF Box to Open) Discover Pass Example	HIGHLY DESIRABLE	FULLY MEETS	CUSTOMIZATION	The example shown is a hang tag, we would offer our LPR solution to utilize the customers license plate as their permit. We also have the ability to print a sticky backed or heavier media stock that may be placed into a sleeve to be displayed from the rearview mirror or on the dashboard as example shown.
43	Pay Station Printer	Solution offers various printing options and materials. Please list these options.	MANDATORY	FULLY MEETS	CORE	venSTATIONs can print on folded card stock, Sticky back stock, pre-printed receipt tape, fan fold cards. See Examples on Additional Information sheet.
44	Pay Station Printer	If changes to hardware would be required to accommodate providing both a window sticker and a paper receipt, describe those changes and their cost.	HIGHLY DESIRABLE	PARTIALLY MEETS	CUSTOMIZATION	VenTek uses different types of printers for the various media types that include paper receipts and sticky backed media. We may need to use a dual Boca printer or a single printer and a Boca printer depending on the requirements. We also have the ability to dispense CR80 cards
45	Pay Station Printer	Describe your solution’s ability to print a vehicle license on a window sticker.	DESIRABLE	FULLY MEETS	CUSTOMIZATION	VenSTATIONs can print on sticky back paper which can be attached to a hanger or other surface. Additional types of media may need to be used in order to meet this requirement.
	Pay Station Processor					

46	Pay Station Processor	Does your solution have a mode or feature for ultra-low-power operation?	HIGHLY DESIRABLE	FULLY MEETS	CORE	venSTATIONs (solar) run on 12 volts while they are in operation mode. Once they 'go into sleep' mode, the machine runs on just enough power to keep the operating system running until he next customer presses a button to 'wake' the machine up. A/C machines of course run on 110v or 220v.
	Pay Station Solar Power Charging					
47	Pay Station Solar Power Charging	The solution offers a Solar Power Charging feature consisting of a 20-Watt solar panel, or better, and mounting hardware. Please elaborate on any solar power options your equipment has.	HIGHLY DESIRABLE	FULLY MEETS	CORE	venSTATIONs can be powered exclusively by Solar panels that trickle charge an interior battery. Depending on the needs of the pay station and the location the panel can be either 20watt or 40 watt.
	Pay Station Security Sensors					
48	Pay Station Security Sensors	Detects door opening and sends event to specified users at local and remote locations.	MANDATORY	FULLY MEETS	CORE	Door opening alert are sent to the back office and if programmed to so, will also send alerts via text message or email to the appropriate staff.
49	Pay Station Security Sensors	The door open sensor is set to activate when the front door is opened 1/8" or more.	DESIRABLE	FULLY MEETS	CORE	venSTATIONs meet this requirement, see above.
50	Pay Station Security Sensors	Detects case intrusion, shock or vibration and sends event to local and remote locations.	MANDATORY	FULLY MEETS	CORE	These types of incidents alert are sent to the back office and if programmed to so, will also send alerts via text message or email to the appropriate staff.
51	Pay Station Security Sensors	Solution security sensors offer configurable sensitivity to guard against false alarms or false event notification.	HIGHLY DESIRABLE	FULLY MEETS	CORE	venSTATIONs meet this requirement.
	Pay Station Operating Status Monitor					
52	Pay Station Operating Status Monitor	Detects and sends event messages to local and/or remote locations, including printer/paper faults, and power management faults.	MANDATORY	FULLY MEETS	CORE	The venSTATION 'heart beat' mentioned earlier will let staff know if a station is having power management issues. venSTATIONs will also send notifications on paper low and other station fault issues.
	Pay Station Transaction Storage					
53	Pay Station Transaction Storage	Unit data is automatically communicated to the local and remote locations (for consolidation and storage).	MANDATORY	FULLY MEETS	CORE	venSTATIONs meet this requirement.
54	Pay Station Transaction Storage	Separate data structures are assigned for storage of transactions, operating status, system configuration, security, diagnostic and other types of data.	MANDATORY	FULLY MEETS	CORE	venSTATIONs meet this requirement.
55	Pay Station Transaction Storage	Credit Card transaction data must be encrypted in compliance with the Payment Card Industry (PCI) Data Security Standards (DSS).	MANDATORY	FULLY MEETS	CORE	The venSTATION is currently encrypted to a minimum of 128-bit encryption protocol.
	Pay Station Transaction Processing					
56	Pay Station Transaction Processing	The system supports a minimum of two transaction processing modes; on-line, and networked (hard-wired).	MANDATORY	FULLY MEETS	CORE	venSTATIONs meet this requirement.
	Credit Card Transaction and Processing Requirements					
57	Credit Card Transaction and Processing Requirements	State Agencies utilizing this contract are required to utilize the state's master contract for merchant bankcard services, managed by the Washington Office of the State Treasurer (OST). The current contract is with Bank of America Merchant Services (BAMS) through June 2019. System must be able to change processors if this contract changes. The Bidder is fully responsible for all required certifications, registrations and conversion costs related to this RFP and throughout the contract term. The current contract uses BAMS as the acquiring bank and the First Data gateway for authorization and settlement.	MANDATORY	FULLY MEETS	CORE	VenTek currently works with First Data on other accounts. Should the customer's contract change we foresee no issues in making the necessary changes and covering all of the mentioned requirements.
58	Credit Card Transaction and Processing Requirements	PCI Compliance Requirement. Bidder hardware, software, middleware, processors, and/or gateways must be fully compliant with all Payment Card Industry Data Security Standards (PCI DSS) issued by the official Payment Card Industry Security Standards Council at the time of bid submission. Compliance must be maintained during the life of the contract.	MANDATORY	FULLY MEETS	CORE	VenTek's Transaction Processing System is both PCI-DSS and PA-DSS compliant and is certified by the PCI Standards Council. As a Level 1 PCI-DSS service provider, VenTek's two PCI data security certifications represent the strongest in the industry. In the eyes of the PCI Standards Council, this puts VenTek on the highest data security tier of any payment system provider. Please refer to VenTek's name on listings of PCI-certified service providers by accessing the following websites: PCI-DSS http://www.visa.com/splisting/searchGrsp.do PA-DSS https://www.pcisecuritystandards.org
59	Credit Card Transaction and Processing Requirements	A copy of the Attestation of Compliance (AOC) that validates compliance with PCI DSS for all certifiable components completed by an approved Qualified Security Assessor (QSA) must be included with the Bidder's proposal as part of Exhibit D. An updated Attestation of Compliance must be submitted annually throughout the contract term.	MANDATORY	FULLY MEETS	CORE	Current date is 12/31/2017, re-certification is in process. AOC is a attached in separate file.
60	Credit Card Transaction and Processing Requirements	Bidder must show their solution is 100% PCI compliant end-to-end by providing scan results of an Approved Scanning Bidder (ASV). This should include quarterly results from an external network vulnerability scan and annual results from external penetration testing.	MANDATORY	FULLY MEETS	CORE	As AVS scanning is a requirement of PCI compliance, the presence of the AOC confirms scans are completed per PCI requirements. VenTek doesn't normally provide scan results.
61	Credit Card Transaction and Processing Requirements	Bidder shall provide upon request by customer information such as the pay station IP addresses or the technological equivalent to enable the customer ASV vendors to perform quarterly and annual scans required for PCI compliance.	MANDATORY	PARTIALLY MEETS	CORE	Depending on the method by which pay stations connect to the servers, it's not always possible to provide the IP address of the machine. IP addresses can be provided when available.
62	Credit Card Transaction and Processing Requirements	Bidder application and software must be registered/certified/approved by both Bank of America Merchant Services and First Data. Bidder shall provide the name, version number and certification proof for all credit card interfacing software, hardware, processors, middleware, gateways, etc. with Bidder's proposal. Bidder shall also submit a flow chart of the credit card process from the Bidder's system to First Data and identify the First Data platform to be used.	MANDATORY	FULLY MEETS	CORE	VenTek's Software/Gateway Identifier: "MAI Code – VENTRC - Description – VENTEK GATEWAY RC DW - Product id: 955400, Vendor ID/Manufacturer: 554/ VenTek for Nashville – setup for Single Settlement" → For FDC's Rapid Connect Platform

63	Credit Card Transaction and Processing Requirements	A separate merchant identification number is required for each field location. This requirement is not negotiable. If there are multiple terminals at one physical location, one MID will be issued with separate terminal identification numbers for each terminal.	MANDATORY	FULLY MEETS	CORE	venVUE configuration supports this configuration and is VenTek's recommended configuration.
64	Credit Card Transaction and Processing Requirements	The successful Bidder does not receive any state funds into their bank or merchant accounts, nor is there any transfer of funds from the Bidder to the state related to customer payments unless erroneously received.	MANDATORY	FULLY MEETS	CORE	All funds from the processing of credit cards by the pay stations is delivered directly to the merchant's bank account via the merchant's merchant account.
65	Credit Card Transaction and Processing Requirements	All credit card transactions must be sent from the Bidder to the state's processor (currently Bank America using First Data's North and Nashville platforms) daily.	MANDATORY	FULLY MEETS	CORE	First Data merchant accounts are host-based. This means it's the processors responsibility to maintain daily transaction information and manage settlement of batches, though we maintain our own transaction records for reporting purposes. As a rule, batches are settled by First Data nightly at an agreed upon time. Funding usually takes places the following day, depending on the agreed upon settlement time.
66	Credit Card Transaction and Processing Requirements	Solution customer shall pay any merchant fees imposed by the contracted merchant bank (Bank of America for State Agencies) and processor (First Data for State Agencies).	MANDATORY			Merchant fees are passed to the merchants customer (not VenTek.)
67	Credit Card Transaction and Processing Requirements	The Bidder shall be responsible for all merchant fees or processing fees imposed by interfacing software, processors, middleware or gateways used by the Bidder other than Bank of America and First Data.	MANDATORY			Same as above. If management agrees, then fine, but it's usually the merchant's responsibility to handle those fees. It might be a bit of a hassle for us to handle the fees when we're not the merchant.
68	Credit Card Transaction and Processing Requirements	Credit card numbers shall be encrypted/masked in the system and reports except for 4 digits on either end of the credit card number.	MANDATORY	FULLY MEETS	CORE	PAN data is encrypted in transit and at rest. Reports offer the first 6 (the cards Bank Identification Number - BIN) and last 4 digits of the credit card number. This data isn't considered cardholder data and is allowed for reporting purposes.
69	Credit Card Transaction and Processing Requirements	The System must include a component that will allow authorized staff to research all credit card transactions that originate from any location in the system based on date of transaction, last four (4) digits of the credit card number, amount of transaction, or customer last name. The search must return, at a minimum, transaction number for the transaction, item purchased and location where transaction occurred.	MANDATORY	FULLY MEETS	CORE	Extensive reporting capabilities are available through venVUE which include the required components with one exception: The customer's name is not read from the credit card, as it's not required for authorization. There's no method for searching on a customers last name.
70	Credit Card Transaction and Processing Requirements	Credit Card Research – System must provide a report that will provide information on all credit card transactions for a date range based on the last four digits of the credit card that are entered by the user. The report will return a transaction date, transaction amount, customer ID and name, first four and last four digits of the credit card number, charge location and a /transaction/receipt number so the transaction can be located in the system.	MANDATORY	FULLY MEETS	CORE	Multiple transaction reports exist to meet this requirement, though like item 69, the customers name is never read/stored.
	Automated Pay Station Software					
71	Automated Pay Station Software	Solution must provide functionality for system networking and network access.	MANDATORY	FULLY MEETS	CORE	venVUE® provides all connectivity between pay stations and back office via cloud based services (Amazon Web Services) and the back office.
72	Automated Pay Station Software	The solution must allow for multiple purchases in the same customer session. I.e. a purchase along with a donation	HIGHLY DESIRABLE	PARTIALLY MEETS	CUSTOMIZATION	venVUE® will allow multiple purchases however, we don't at this time have a donation option.
73	Automated Pay Station Software	The solution must give authorized users the ability to remotely modify product selection or allow for remote changes in offered products.	HIGHLY DESIRABLE	FULLY MEETS	CORE	Any changes can be made to the rate table remotely to modify charges or offered products.
74	Automated Pay Station Software	The solution allows for different product offerings in different machines.	HIGHLY DESIRABLE	FULLY MEETS	CORE	Each pay station may have its one rates or product offerings, which are managed by the rate table.
75	Automated Pay Station Software	The solution has an enforcement user interface for authorized employee users.	DESIRABLE	FULLY MEETS	CORE	VenTek has TicketManager which is a fully complete enforcement and citation management system which is integrated with VenTek pay stations.
76	Automated Pay Station Software	Solution software interface is fully compatible with credit / smart card processing.	MANDATORY	FULLY MEETS	CORE	venVUE® which is our Central Management System works with venDirect for secure electronic transaction processing .
77	Automated Pay Station Software	Pay station software allows for remote or localized unit diagnostics.	MANDATORY	FULLY MEETS	CORE	Pay stations are connected remotely via venVUE® to check or run diagnostics.
78	Automated Pay Station Software	The solution allows for local database management.	HIGHLY DESIRABLE	FULLY MEETS	CORE	All data collected from the pay stations can be completely managed by the local administrative or back office. Run reports on collections, parking stats, etc.
79	Automated Pay Station Software	The solution allows for pay station maintenance, audit reports and stall information accessible from the front display/keyboard and remotely from back-office network interface.	MANDATORY	FULLY MEETS	CORE	This information can be pulled directly from the pay station or from the back office.
	Reports					
80	Reports	The solution offers administrator or authorized user network access to generate reports remotely.	MANDATORY	FULLY MEETS	CORE	VenTek has a full compliment of pre-set reports that can be pulled by using drop down boxes in the venVUE® system.
81	Reports	The solution allows for reports to be generated by an administrator, technician, or authorized user by accessing the solution hardware.	HIGHLY DESIRABLE	FULLY MEETS	CORE	Reports are available to staff with the correct UsderID and access code.

82	Reports	Reports must be exportable into Microsoft Excel, Word, csv, or similar format. Please list any other formats to which information is exportable.	MANDATORY	FULLY MEETS	CORE	venVUE® can export any of the existing report data fields into a variety of other file formats (tab delimited, Excel, etc.) to allow the user to import data into other applications.
83	Reports	The solution allows for reports generated on enforcement details by location.	HIGHLY DESIRABLE	FULLY MEETS	CORE	With TicketManager™ in place all enforcement details reports can be generated by location.
84	Reports	The solution allows report information to be visually depicted using graphs and charts.	HIGHLY DESIRABLE	PARTIALLY MEETS	CORE	venVUE has a pre-set dashboard with a chart and graph, however, data can be pulled from the system and used to create charts and graphs in other applications.
85	Reports	The solution is capable of providing the following report: summary of revenue collections by designated location or individual machine and statewide during a specific time period.	HIGHLY DESIRABLE	FULLY MEETS	CORE	See example of Sales Transaction Report on Additional Information Sheet
86	Reports	The solution is capable of providing the following report: parking location usage by specified purchase increments and time of purchase for a specified time period.	HIGHLY DESIRABLE	FULLY MEETS	CORE	See example of Hourly Parking Volume Report on Additional Information Sheet
87	Reports	The solution is capable of providing the following report: detailed listing of all transactions for a designated location or individual machine and statewide summary of all transactions for a specified time period.	HIGHLY DESIRABLE	FULLY MEETS	CORE	Sales Transaction Report
88	Reports	The solution is capable of providing the following report: the number of paid parking passes sold for a designated location or individual stall for a specific time period (graph of this information is preferred).	HIGHLY DESIRABLE	FULLY MEETS	CORE	Sales Transaction Report. There is a coupon report as well however, we have no coupons to use to print this report at this time.
89	Reports	The solution is capable of providing the following report: daily parking or individual machines and as a statewide summary, the usage by total daily revenue for a specified time period (graph of this information is preferred).	HIGHLY DESIRABLE	FULLY MEETS	CORE	Sales Transaction Report
90	Reports	The solution is capable of providing the following report: average paid parking passes for a group of machines or designated locations for a specified time period (graph of this information is preferred).	HIGHLY DESIRABLE	PARTIALLY MEETS	CUSTOMIZATION	This data can be pulled from the venVUE system, however the calculation for the averages would need to be done in an application such as Excel.
91	Reports	The solution allows all summaries, graphs, and charts to be set to differentiate between credit card and smart card transactions (visual depiction using graphs and charts of this information is preferred).	HIGHLY DESIRABLE	PARTIALLY MEETS	CUSTOMIZATION	This data is available and can be exported from the CMS into programs such as Excel to be manipulated into graph or charts as required.
92	Reports	The solution must allow for remote authorized users to reconcile payments and sales at the end of each day.	MANDATORY	PARTIALLY MEETS	THIRD PARTY	This data is available and can be exported from the CMS into financial programs that the customer uses to reconcile EOD payments and sales
93	Reports	The solution allows for sales data for specific revenue source types (e.g., boat launch, Discover pass, etc.) by designated location, payment method, by date or range of dates.	HIGHLY DESIRABLE	FULLY MEETS	CORE	This data is available through the reports that are already available and can be organized by use of the drop down menus for each report.
94	Reports	The solution must have reports summarizing and detailing transaction data for all transactions. Credit card transactions must reconcile to the system transaction files sent to the State Merchant Bank for settlement/deposit by location/merchant identification numbers(MID).	HIGHLY DESIRABLE	FULLY MEETS	CORE	There are a number of reports which can be used to achieve that end including but not limited to the credit card detail, payment settlements, payment summary, and sales transaction reports. This kind of thing is done as a matter of course by most if not all customers and is a service we provide to turn key customers.
95	Reports	The solution offers the ability to run various reports for one designated location or all locations for one date or a range of dates.	HIGHLY DESIRABLE	FULLY MEETS	CORE	All data can be collected for one or all locations for each customer and date ranges can be chosen from drop down options in each report.
96	Reports	The solution allows reports to be run with the following data elements: date, location name, location number, MID, revenue source code, revenue source name, and amount. If report is run for multiple dates, data should be grouped by date, then location name and a total by date and total for all dates for each location and report the total revenue for all dates and all locations at the end of the report.	HIGHLY DESIRABLE	FULLY MEETS	CORE	All data noted here can be collected for one or all locations for each customer and date ranges can be chosen from drop down options in each report. Data can be grouped by
97	Reports	If a third party credit card processor is used, access to the reporting tool used by the processor is required for reconciliation purposes.	HIGHLY DESIRABLE	DOES NOT MEET	THIRD PARTY	This information is between the customer (owner of the system) and their third party credit card processor. VenTek is not included in this relationship.
98	Reports	The solution reports must mask the credit card number and reveal no more than the first four or last four digits of the credit card number. Masking of all numbers except the last four digits is preferred.	MANDATORY	FULLY MEETS	CORE	This is a PCI requirement and must be followed for our PCI compliance.
	Mounting & Hardware					
99	Mounting & Hardware	All hardware components of the solution should be securely mounted or installed. Please elaborate in writing with specific details.	MANDATORY	FULLY MEETS	CORE	Pay stations are mounted on concrete slab with electrical (and Ethernet if required) pulled to the site. Pay stations are installed with 5/8" counter bolts which are sunk into the cement. VenTek will supply the installation diagrams for all pre work to be done before the cabinets are installed at the site. All pay stations arrive with all interior components installed and tested ready to be site in stalled and turned on.
100	Mounting & Hardware	The solution should be vandal-resistant. Please elaborate in writing with specific details and product features.	MANDATORY	FULLY MEETS	CORE	VenTek pay station have no visible hinges or installation bolts once the cabinet is closed. The cabinet has one locking point that actuates a five point stainless steel locking system which requires a key and a hex wrench to open.
Requirement ID	**Category**	**Technical Requirements**	**Priority**	**How Bidder meets requirement?**	**Response Code**	**Written Response**

	Internet Based Payment Application					
101	Internet Based Payment Application	The solution has an internet accessible application that allows users to pay for parking or docking via an internet connection.	DESIRABLE	FULLY MEETS	CORE	VenTek's On-Line Permitting is a web-base platform that can be used for parking permits or docking permits.
102	Internet Based Payment Application	If the solution offers an internet based application is the application interface optimized for mobile phone (responsive design) use?	HIGHLY DESIRABLE	PARTIALLY MEETS	THIRD PARTY	On-Line Permitting is not optimized to use on a cell phone however it can be used on a cell phone or on any platform that has web access.
103	Internet Based Payment Application	The payment application solution provides users a unique transaction ID and instructions immediately after purchase.	HIGHLY DESIRABLE	FULLY MEETS	CORE	Each permit is assigned a unique number upon completion and instructions can be included in the confirmation page.
104	Internet Based Payment Application	The payment application integrates with any enforcement software to provide staff the ability to check a license plate number or boat registration number against purchases in the past 1-14 days.	HIGHLY DESIRABLE	FULLY MEETS	CORE	On-Line Permitting is integrated completely with VenTek's TicketManager™ enforcement and citation management system. Our permitting system may be integrated to other enforcement systems as well using our open API.
	General Software Specs Hosted System Management Software					
105	General Software Specs Hosted System Management Software	The solution offers a web-based administration system interface with the ability to set individual and combinable vend items, rate tables, attributes and parameters, and manage system access and permissions.	MANDATORY	FULLY MEETS	CORE	All administration of these required items and parameters are done by changes to the rate tables in venVUE®. The changed are uploaded in real time to one, some, or all pay stations as needed.
106	General Software Specs Hosted System Management Software	System admin interface shall be MS Windows-compatible, requiring a standard PC workstation or laptop and be responsive while viewed in a major web browser.	MANDATORY	FULLY MEETS	CORE	venVUE® is MS Windows compatible and can be used on any standard PC or laptop and is responsive using most major web viewers.
107	General Software Specs Hosted System Management Software	System will have appropriate backup systems to ensure business continuity and guard against data corruption and loss due to system failures.	MANDATORY	FULLY MEETS	CORE	All data is backed up using Amazon Web Services and the customer may back up the data locally to their own servers as well.
108	General Software Specs Hosted System Management Software	Software shall allow authorized users to select the rate for each individual day and have the ability to designate a day closed, or free parking day.	MANDATORY	FULLY MEETS	CORE	All administration of these required items and parameters are done by changes to the rate tables in venVUE®. The changed are uploaded in real time to one, some, or all pay stations as needed.
109	General Software Specs Hosted System Management Software	Software shall include the ability to set fees or combination of fees.	MANDATORY	FULLY MEETS	CORE	All administration of these required items and parameters are done by changes to the rate tables in venVUE®. The changed are uploaded in real time to one, some, or all pay stations as needed.
110	General Software Specs Hosted System Management Software	Software shall allow authorized users to assign a minimum three character, alpha numeric, designation for each Pay Station.	MANDATORY	FULLY MEETS	CORE	Each pay station will show in the system with a name and their serial number. The name can be changed to whatever alphanumeric designation the customer requires.
111	General Software Specs Hosted System Management Software	Software shall enable authorized users to customize the time zone or adjust the time or date of the solution remotely.	MANDATORY	FULLY MEETS	CORE	VenTek meets this requirement
112	General Software Specs Hosted System Management Software	Software shall allow authorized user to select what to do in the event of a printer error.	MANDATORY	FULLY MEETS	CORE	VenTek meets this requirement
113	General Software Specs Hosted System Management Software	Software shall allow authorized users to set an access code for the enforcement interface of the solution.	MANDATORY	FULLY MEETS	CORE	VenTek meets this requirement
114	General Software Specs Hosted System Management Software	Pay station display is either preprogrammed to time-out due to user inactivity or allows authorized users or administrators to set an inactivity time-out for the backlight on the Pay Station display.	MANDATORY	FULLY MEETS	CORE	VenTek meets this requirement
115	General Software Specs Hosted System Management Software	Software shall allow authorized users to modify the top line of printed receipts with at least 24 characters of editable space.	MANDATORY	FULLY MEETS	CORE	This can be edited through the rate table.
116	General Software Specs Hosted System Management Software	Software shall allow authorized users to modify at least 3 lines, with 24 characters per line, on a refund ticket.	MANDATORY	FULLY MEETS	CORE	This can be edited through the rate table.
117	General Software Specs Hosted System Management Software	Software shall allow users to set an "out of service" phone number.	MANDATORY	FULLY MEETS	CORE	This information can be programmed to show on the screen.
118	General Software Specs Hosted System Management Software	Software shall allow users to preset periods of time throughout the year, to charge a special rate (I.e. higher rates in summer).	MANDATORY	FULLY MEETS	CORE	This can be edited through the rate table.
	General Software Specs Printed Receipts Requirements					
119	General Software Specs Printed Receipts Requirements	Prints a paper receipt to customer that captures full financial details and complies with state law and merchant operating procedures, i.e., machine name and location (city and state), date of the transaction, description of the item purchased, item price, state/local taxes, total amount paid, form of payment (cash, Visa, MasterCard), and if credit card payment include the authorization approval code.	MANDATORY	FULLY MEETS	CORE	All information required to be printed for the visitor can be edited through the rate table. See Additional information sheet #43 for example.
120	General Software Specs Printed Receipts Requirements	State law (RCW 19.200.010 and 63.14.123) requires that no more than the last five digits of the credit card account number are printed on a credit card receipt to the cardholder and that the credit card expiration date does not print on a credit card receipt to the cardholder	MANDATORY	FULLY MEETS	CORE	VenTek meets this requirement, which is also a PCI requirement.
121	General Software Specs Printed Receipts Requirements	All data elements provided on the paper receipt must be available in report form.	HIGHLY DESIRABLE	FULLY MEETS	CORE	VenTek meets this requirement, all of this data is available in venVUE® reports.
122	General Software Specs Printed Receipts Requirements	Printer must be capable of printing on paper containing a watermark.	HIGHLY DESIRABLE	FULLY MEETS	CORE	Receipt paper can be pre-printed with a watermark. See Additional information sheet #43.
123	General Software Specs Printed Receipts Requirements	Backside of printer paper must be capable of being pre-printed with customer content (in ink or functional equivalent).	MANDATORY	FULLY MEETS	CORE	Receipt paper can be pre-printed with a watermark. See Additional information sheet #43.

	General Software Specs Remote and Local User Interface					
124	General Software Specs Remote and Local User Interface	The solution offers system data (including transactions, security events, bank settlements, audit reports and enforcement information) stored in a relational database and accessible to agency users in near real time.	DESIRABLE	FULLY MEETS	CORE	All data is available in a relational database and accessible to agency users at all times.
125	General Software Specs Remote and Local User Interface	The solution has a feature warning of possible credit card reader faults or system level faults based on historic daily activity statistics.	DESIRABLE	FULLY MEETS	CORE	VenTek meets this requirement
126	General Software Specs Remote and Local User Interface	The solution sends configuration tables to the local user & Pay Station, including but not limited to diagnostic levels and bad card files.	DESIRABLE	FULLY MEETS	CORE	VenTek meets this requirement
127	General Software Specs Remote and Local User Interface	The solution has a feature designating the time any new configuration will take effect.	DESIRABLE	FULLY MEETS	CORE	VenTek meets this requirement
128	General Software Specs Remote and Local User Interface	The solution has the ability to set the diagnostic level to none, error, warning or information.	HIGHLY DESIRABLE	FULLY MEETS	CORE	VenTek meets this requirement.
129	General Software Specs Remote and Local User Interface	The solution offer the ability to view the network status and indicate which Pay Stations are currently on-line or offline.	HIGHLY DESIRABLE	FULLY MEETS	CORE	Pay station status report is available through venVUE ®
130	General Software Specs Remote and Local User Interface	The solution offers the ability to remotely monitor the status, audit, power, and solution version.	HIGHLY DESIRABLE	FULLY MEETS	CORE	Pay station status report is available through venVUE ®
131	General Software Specs Remote and Local User Interface	The solution offers the ability to view the current audit totals, current grand totals including; credit card, smart card, refunds and overpayment(s).	DESIRABLE	FULLY MEETS	CORE	Pay station audit totals report is available through venVUE ®.
132	General Software Specs Remote and Local User Interface	The solution offers the ability to view the current status of the following items; Card Reader: present/not present, Door: open/closed, Lock: open/closed, Peripheral Power: on/off, Watchdog Timer.	HIGHLY DESIRABLE	FULLY MEETS	CORE	All of these alters can be programed to show status in the back office reporting in venVUE®. Additionally, email and text messages can be sent to chosen staff members at the time of the status change.
133	General Software Specs Remote and Local User Interface	The solution offers the ability to modify passwords required to initiate entrance to communications software and access and log on to remote systems.	MANDATORY	FULLY MEETS	CORE	The modification of passwords and UserIDs can be done by contacting VenTek's Customer Service team.
	General Software Specs Rate Testing					
134	General Software Specs Rate Testing	The solution software allows for testing the operation of a rate structure for credit card and smart card payments.	HIGHLY DESIRABLE	FULLY MEETS	CORE	VenTek can create a test environment to allow for testing of rate structures an other issues the customer needs to review.
	Credit Card Data Processing					
135	Credit Card Data Processing	Transactions can be processed in “online” (real-time) or batched in “offline” mode.	MANDATORY	FULLY MEETS	CORE	All transactional data is processed in real time through Amazon Web Services Cloud based service. If a pay station is off-line the data is collected (batched) in off-line mode and then sent through as soon as the connection is re-established.
136	Credit Card Data Processing	Visa and MasterCard are supported.	MANDATORY	FULLY MEETS	CORE	VenTek pay stations support Visa, MasterCard, American Express and Discover Card.
137	Credit Card Data Processing	Processing software generates a log of all transactions and allows the log to be printed.	MANDATORY	FULLY MEETS	CORE	VenTek meets this requirement. On the Additional Information Sheet is a one page example of the Credit Card Detail report.
	Communications Specs Digital Cellular or Broadband Communications					
138	Communications Specs Digital Cellular or Broadband Communications	Communications specifications include the following features; register with Internet, digital cellular network (e.g. LTE) or broadband, transmit/receive secure data packets, error checking and correction.	MANDATORY	FULLY MEETS	CORE	VenTek meets all of these communications requirements. Currently pay stations can be communicate via, 3G cellular network, Ethernet or satellite if necessary. All data is transmitted/received and error checking and correction through Amazon Web Services in the US.
139	Communications Specs Digital Cellular or Broadband Communications	Password protected set-up and configuration.	MANDATORY	FULLY MEETS	CORE	Password protected set up and configuration is done through VenTek Customer Service Group.
140	Communications Specs Digital Cellular or Broadband Communications	In online operation all transactional and event data are transmitted to the Central Control Unit in real-time.	MANDATORY	FULLY MEETS	CORE	All transactional data is processed in real time through Amazon Web Services Cloud based service.
	Machine Operations & Maintenance - General Specifications					
141	Machine Operations & Maintenance - General Specifications	Bidder or subcontractor shall provide machine maintenance and repair at all of customers vending locations across the State of Washington.* *While customer agents shall cooperate in troubleshooting problems or to perform simple tasks (e.g., changing printer paper), machine maintenance and repair is not the responsibility of customer.	MANDATORY	FULLY MEETS	CORE	VenTek's Customer Service Group can generally walk our customers through most troubleshooting minimal issues or tasks. Our venSTATIONs and M600 pay stations are remarkable trouble free. However, should more major maintenance and repair be needed, we have a certified partner company in Washington State that can be available as needed.
142	Machine Operations & Maintenance - General Specifications	Solution hardware must be serviced within forty-eighty (48) hours of report being filed by customer, and available for use 365 days a year. Further service level agreements (SLAs) will be established with the Bidder to ensure responsiveness to system outages and the continuity of business.	HIGHLY DESIRABLE	FULLY MEETS	CORE	VenTek can meet these requirements and we have an SLA that we will share with any of our customers that will ensure our ability to be responsive to our customer's needs for the continuity of their business.
143	Machine Operations & Maintenance - General Specifications	Bidder is able to coordinate with Agency for accessibility to the machine site for servicing on a given day.	DESIRABLE	FULLY MEETS	CORE	VenTek can meet this requirement

144	Machine Operations & Maintenance - General Specifications	Maintaining connectivity and management of connectivity/cellular service providers is the responsibility of the Bidder.	MANDATORY	FULLY MEETS	CORE	VenTek can meet this requirement
145	Machine Operations & Maintenance - General Specifications	Solution will be updated to the vendors most current version for the duration of the product warranty, with software and security patches and releases, firmware updates, deprecated hardware component replacements and new industry payment card offerings.	MANDATORY	FULLY MEETS	CORE	VenTek can meet this requirement and will give advance notice to any customer about software updates and/or patches. Hardware component updates are available as well.
146	Machine Operations & Maintenance - General Specifications	Bidder shall provide a detailed report at least monthly showing machine(s) that were serviced, and the nature of any problem and the repair.	DESIRABLE	DOES NOT MEET	THIRD PARTY	The pay station software does not support this function, however the maintenance group we work with should maintain this report.
147	Machine Operations & Maintenance - General Specifications	Bidder shall provide a monthly report of instances where machines failed to accept a payment method (e.g., in the case of cellular interference), to assist in diagnosing and mitigating underlying causes for these failures that may result in a loss of business revenue for the agency.	DESIRABLE	FULLY MEETS	CORE	In venVUE® when running transaction reports the check boxes can be used to report only failed payments. This report can be run at any time.
	Training					
148	Training	Bidder provides electronic training manuals and system documentation.	HIGHLY DESIRABLE	FULLY MEETS	CORE	VenTek will provide both electronic and hard copies of all training manuals for installation, operations and maintenance.
149	Training	Bidder provides training to customer personnel regarding the use, user operation, and troubleshooting of solution hardware and software.	MANDATORY	FULLY MEETS	CORE	VenTek will provide a training schedule that will meet all of the needs of the customer.
	Warranty, Maintenance, & Support					
150	Warranty, Maintenance, & Support	Bidder will be responsible for transporting, supplying and installing any physical system and hardware.	MANDATORY	FULLY MEETS	CORE	All physical hardware will be arranged by VenTek to be shipped to the pre-arranged address ready to be installed. Our installation specialists will be on hand to install at sites prepared via our instructions. Software will be handled by our CSR team at our office.
151	Warranty, Maintenance, & Support	Customer would prefer a full warranty covering all software and hardware with a minimum of five (5) years (payable annually) coverage from the date of installation and protection from obsolescence. Stakeholders are willing to consider other warranty alternatives on the merits. **Attach all applicable solution hardware warranties, and processes for hardware upgrades.**	HIGHLY DESIRABLE	FULLY MEETS	CORE	All hardware and software is covered for the first year. After that we offer full warranties for 5+ years. See Warranty Attachment.
152	Warranty, Maintenance, & Support	Bidder provides on-call support via e-mail and phone for all applications during normal business hours Monday-Friday 8:00 AM - 5:00 PM. Please attach a copy of your Service Level Agreement.	MANDATORY	FULLY MEETS	CORE	Please see Warranty Attachment which includes SLA.
153	Warranty, Maintenance, & Support	Please attach costs for any customers requesting expanded service hours including weekends and after-hours support.	MANDATORY	FULLY MEETS	CORE	Please see Warranty Attachment which includes SLA.
	Data Retention					
154	Data Retention, Access & Use	Solution provides a method for customer to comply with Disposition Authority Number GS 01001 and GS 07003 in the State Government General Records Retention Schedule. Records must be retained for a full 6-year cycle. After the cycle is complete, the data is purged from the system and destroyed.	MANDATORY	FULLY MEETS	CORE	All data is saved via Amazon Web Services with no retention deadline. The Customer may save their data to their local servers and save it for 6 year and then purge it from their system.
	Disaster Recovery					
155	Disaster Recovery	Bidder to provide a plan on how the solution would be recovered in the event of a disaster that adheres to the OCIO Disaster Recovery and Business Resumption Planning Guidelines, at a minimum.	MANDATORY	FULLY MEETS	CORE	Broad security certification and accreditation, data encryption at rest and in-transit, hardware security modules and strong physical security all contribute to a more secure way to manage your applications and their data. With our use of the AWS Cloud, this security is at its highest levels. Through redundancy, load-balancing, and data duplication, VenTek safeguards your data through one of the strongest platform available. A complete duplication of networks and services in separate geographical locations protects data from loss should one location be affected by a disaster.
156	Disaster Recovery	Solution meets Business Continuity & Disaster Recovery minimum requirements of 72 hours Recovery Time Objectives (RTO).	HIGHLY DESIRABLE	FULLY MEETS	CORE	VenTek can meet this requirement
157	Disaster Recovery	Solution meets Business Continuity & Disaster Recovery minimum requirements of 24 hour Recovery Point Objective (RPO).	HIGHLY DESIRABLE	FULLY MEETS	CORE	VenTek can meet this requirement
	Prime Contractor					
158	Prime Contractor	Bidder shall perform its duties as prime contractor which includes devices, all peripheral hardware, software and overall solution.	MANDATORY	FULLY MEETS	CORE	VenTek can meet this requirement
Requirement ID	**Category**	**Compliance Requirements**	**Priority**	**How Bidder meets requirement?**	**Response Code**	**Written Response**
	Accessibility					

159	Accessibility	Solution complies with the state of Washington accessibility policy and standards. http://ocio.wa.gov/policy/accessibility http://ocio.wa.gov/policy/minimum-accessibility-standard	HIGHLY DESIRABLE	FULLY MEETS	CORE	VenTek already has customers in the state of Washington using our hardware and software, we do comply with the policies and standards set forth in the Office of the Chief Information Officer.
160 161	Accessibility Accessibility	Describe or provide documentation on how the solution meets state of Washington minimum level of compliance for accessibility – Web Content Accessibility Guidelines (WCAG) 2.0 Level AA compliance. **Attach the following:** **•Voluntary Product Accessibility Self-Assessment (VPAT).** VPAT can be found at http://www.itic.org/policy/accessibility/ **•Evidence of successful independent 3rd party testing to WCAG 2.0 Level AA standards.**	HIGHLY DESIRABLE			All attachments must be labeled with the Requirement ID number and the Written Response column must indicate the title of the attachment, page number and/or section title of where the information can be found.
162	Accessibility	System generated reports must meet the accessibility standards.	HIGHLY DESIRABLE	FULLY MEETS	CORE	All reports are accessible to the administrative staff or back office personnel as arranged at the beginning of the contract via any Windows OS PC. Reports can be printed or saved as .pdf files.
	Financial					
163	Financial	Solution Point of Sale terminals must be Europay, MasterCard and Visa (EMV) compliant.	MANDATORY	DOES NOT MEET	THIRD PARTY	VenTek does not support a POS system
164	Financial	The solution is capable of accepting payment via ISO 7816 SmartCards	DESIRABLE	FULLY MEETS	CORE	Our system can be programmed to accept ISO 7816 Smart Cards
165	Financial	The solution is capable of accepting debit card.	MANDATORY	FULLY MEETS	CORE	VenTek pay stations can accept Debit cards that are supported by MasterCard or Visa and they are run as credit cards
166	Financial	The solution is capable of accepting payment via Gift/Loyalty Card	DESIRABLE	PARTIALLY MEETS	CORE	VenTek pay stations can accept gift cards that are supported as Visa or MasterCard gift cards but not loyalty cards
167	Financial	The solution features a paper audit trail, supported by an electronic record of all transactions.	MANDATORY	FULLY MEETS	CORE	All financial transactions can be reported via the venVUE ® reports system.
168	Financial	Solution complies with current Payment Application Data Security Standard (PA-DSS).	MANDATORY	FULLY MEETS	CORE	VenTek's systems are all PA-DSS compliant. PA-DSS - https://www.pcisecuritystandards.org
169	Financial	Bidder to complete a AICPA Statement of Standards for Attestation Engagement (SSAE) No.18 Service Organization Control (SOC) 1 type II report on a fiscal year cycle. Fiscal year cycle must be identified. Attach a copy of SOC 1 type II report.	MANDATORY	FULLY MEETS	CORE	To meet this requirement, VenTek has annual reviewed financial statements which is in attachments.
	Security					
170	Security	All data must be stored and transmitted in the contiguous United States of America only. No offshore data transmission (e.g. for support services) or storage (e.g. hosted site or backup, disaster recovery).	HIGHLY DESIRABLE	FULLY MEETS	CORE	All data is held in US locations. Nothing is transmitted off-shore or out of the US.
171	Security	Solution is SOC 2 Type II compliant. Attach a copy of the Standards for Attestation Engagement (SSAE) SOC 2 type II report if available.	DESIRABLE	DOES NOT MEET		This is not normally required for our industry.
172	Security	All data transfer must be encrypted using 256 bit (or higher) TLS 1.2 for HTTP traffic and SSH version 2 for any batch or real-time non-http transfers. SSL certificates must be SHA 2 and signed by a trusted third party; no self-signed certificates.	HIGHLY DESIRABLE	FULLY MEETS	CORE	Data in the wire is encrypted using 2048bit encryption for RSA and 256bit encryption for the shared key. Sensitive data is stored in the database using one-way salted encryption. VenTek does not store credit card information on its servers.
173	Security	Solution provides the ability to integrate with ADFS (Active Directory Federated Service) to authenticate user system access.* *State of Washington agencies require this ability for employees access to vendor administrative portals.	HIGHLY DESIRABLE	DOES NOT MEET		VenTek does not allow other sign owns to be used with our software.
174	Security	Solution provides the ability to support optional authorization decisions based on group membership in Microsoft Active Directory.	HIGHLY DESIRABLE	DOES NOT MEET		VenTek's sign on access is not controlled by Active Directory.
175	Security	Solution provides the ability to auto provision access based on a SAML token.	HIGHLY DESIRABLE	DOES NOT MEET		We do not use SAML tokens.
176	Security	Solution assigns unique logons and passwords to authorized users.	MANDATORY	FULLY MEETS	CORE	VenTek meets this requirement, this is handled through our customer service department.
177	Security	Customer requires encryption of our data when at rest in Bidder storage. Decryption of data at rest must be under control of the application and not a storage platform.	MANDATORY	FULLY MEETS	CORE	Data is encrypted at rest and not controlled by storage platform.
178	Security	Solution must segregate different customers data.	MANDATORY	FULLY MEETS	CORE	All customer data is segregated.
179	Security	Bidder must have background checks for staff who can access customer data.	MANDATORY	FULLY MEETS	CORE	VenTek meets this requirement, it is part our PCI requirements.
180	Security	Bidder must conduct regular vulnerability assessments of their solution including the application code and infrastructure used by the application.	MANDATORY	FULLY MEETS	CORE	VenTek meets this requirement, it is part our PCI requirements.
181	Security	Bidder must have an incident response process that follows NIST standards and includes breach detection, breach notification and breach response. The process must include notification to customer as defined in the contract.	HIGHLY DESIRABLE	FULLY MEETS	CORE	VenTek meets this requirement, it is part our PCI requirements.
182	Security	Bidder must annually attest that their systems are in compliance with OCIO Standard 141.10 (this is a state agency customer requirement) to any active customers and provide information on how they will continually test, and provide evidence, that compliance is maintained.	HIGHLY DESIRABLE	DOES NOT MEET		VenTek follows PCI security requirements.

Pay Station Cabinets

RFP NO. Custom Wraps

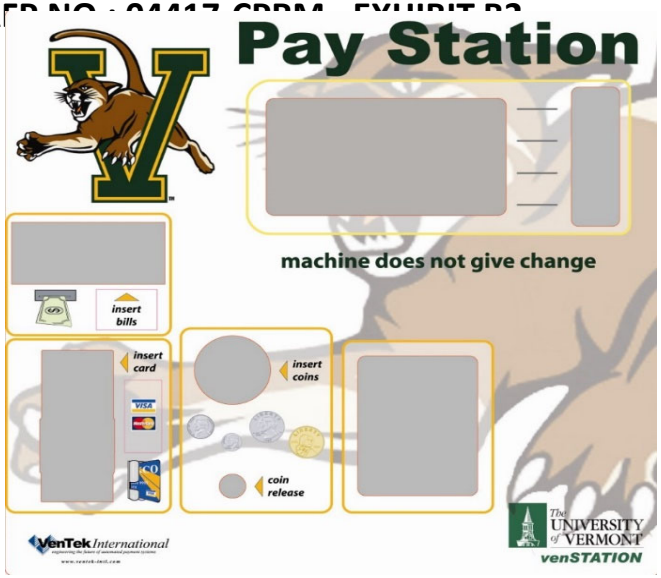
Hartnell College A/C venSTATIONS

Solar Powered venSTATION in Park settings

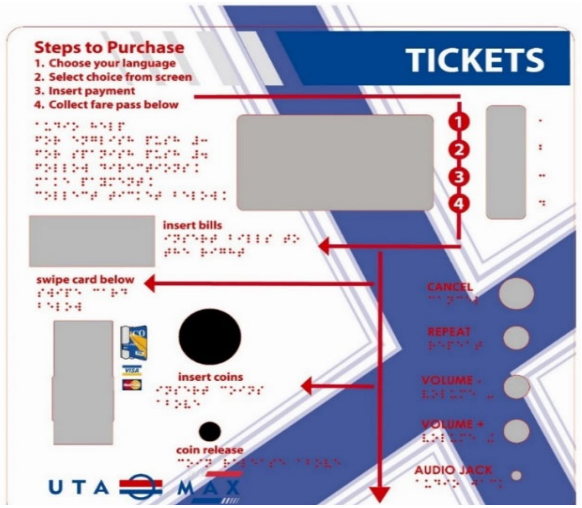
venSTATION M600 Wraps

RFP NO.: 04417-CPRM - EXHIBIT B2

#12 Custom Face Plate Graphics

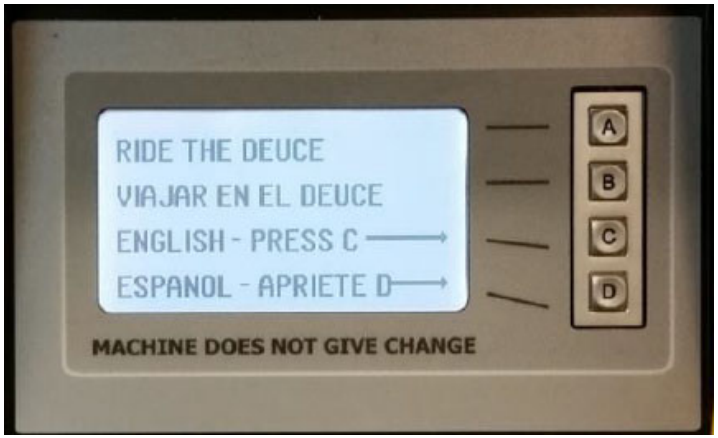


Customer Face Plate Graphics with Braille



Pay Station Interface

RFP NO.: 04417-CPRM - EXHIBIT B2



#43 Various types of Ticket Stock

RFP NO.: Custom Pre-Printed Ticket Stock

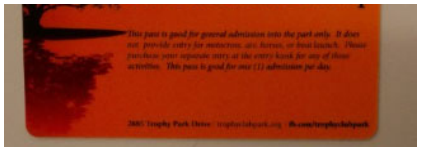
Sticky backed Ticket Stock

Cards that can be dispensed

Fan - Fold Ticket Stock

Jan 12 01:54PM

LOST/DAMAGED TICKET $30



#86 Reports

RFP NO.: 04417-CPRM - EXHIBIT B2

State of Washington
VenTek RCS

Hourly Parking Volume Report

22 Feb 2018 3:07:57PM

Date: February 01, 2018 to February 22, 2018 **Time:** 12:00:00 am to 11:59:59 pm
Location: ALL

	Number of Valid Parks (Start Time in 1 hour increments)																								
Pay Station	**12A**	**1A**	**2A**	**3A**	**4A**	**5A**	**6A**	**7A**	**8A**	**9A**	**10A**	**11A**	**12P**	**1P**	**2P**	**3P**	**4P**	**5P**	**6P**	**7P**	**8P**	**9P**	**10P**	**11P**	**Total**
018 (NRB Lot)	0	0	0	0	1	0	21	241	568	378	177	138	146	111	55	33	2	0	0	0	0	0	0	0	1,871
003 (GV3 Lot)	0	0	0	0	0	1	22	89	89	91	66	55	62	60	32	18	5	0	0	0	0	0	0	0	590
010 (South Diagonal Lot)	0	0	0	0	0	0	27	174	114	97	44	47	59	67	63	30	15	4	0	0	0	0	0	0	741
111 (North Diagonal Lot)	0	0	0	0	0	3	22	141	158	158	67	75	79	69	47	41	22	6	0	0	0	0	0	0	888
009 (Visitor Info Lot)	0	0	0	0	0	0	64	220	129	79	72	69	85	74	55	34	16	3	0	0	0	0	0	0	900
Plaza Garage 2 (Plaza Garage)	0	0	0	0	0	0	10	21	53	54	27	19	28	30	11	2	0	0	0	0	0	0	0	0	255
112.2 (Maple Park Annex Lot)	0	0	0	0	0	0	3	12	37	37	23	7	12	15	10	3	0	0	0	0	0	0	0	0	159
012.2 (Dash Lot)	0	0	0	0	0	0	5	309	104	34	16	23	45	22	11	12	0	0	0	0	0	0	0	0	581
Total Valid Parks	**0**	**0**	**0**	**0**	**1**	**4**	**174**	**1207**	**1252**	**928**	**492**	**433**	**516**	**448**	**284**	**173**	**60**	**13**	**0**	**0**	**0**	**0**	**0**	**0**	**5,985**

#87 Reports

RFP NO.: 04417-CPRM - EXHIBIT B2

State of Washington VenTek RCS

Sales Transaction Report SELECTED BY PURCHASE TIME 22 Feb 2018 2:48:54PM

Date: February 08, 2018

Time: ALL

Payment type: ALL

Terminal: Maple Park Annex Lot

Trans ID	Trans Time	Stall #	Trans. Duration	Payment Type	List Price	Purchase Amount	Cash Refund	Received Amount	Cash Paid	Campus Paid	Credit Received	Credit Due	Credit Refund	Credit Status	Last 4 Digits	Smart Card	Smart Card
Transaction Date: February 08, 2018 for Pay Station 112.2 - 5885 (Maple Park Annex Lot - 9)																	
455	7:50:29	n/a	0d 03:00	MC	4.50	4.50	0.00	4.50	0.00	0.00	4.50	0.00	0.00	SETTLED	[redacted]	0.00	n/a
456	8:05:02	n/a	0d 12:00	Visa	12.00	12.00	0.00	12.00	0.00	0.00	12.00	0.00	0.00	SETTLED	[redacted]	0.00	n/a
457	8:06:04	n/a	0d 05:00	MC	7.50	7.50	0.00	7.50	0.00	0.00	7.50	0.00	0.00	SETTLED	[redacted]	0.00	n/a
458	8:41:41	n/a	0d 05:00	Visa	7.50	7.50	0.00	7.50	0.00	0.00	7.50	0.00	0.00	SETTLED	[redacted]	0.00	n/a
459	8:48:17	n/a	0d 06:00	Visa	9.00	9.00	0.00	9.00	0.00	0.00	9.00	0.00	0.00	SETTLED	[redacted]	0.00	n/a
460	8:50:11	n/a	0d 03:00	Visa	4.50	4.50	0.00	4.50	0.00	0.00	4.50	0.00	0.00	SETTLED	[redacted]	0.00	n/a
461	8:52:32	n/a	0d 02:00	Visa	3.00	3.00	0.00	3.00	0.00	0.00	3.00	0.00	0.00	SETTLED	[redacted]	0.00	n/a
462	9:25:47	n/a	0d 12:00	Visa	12.00	12.00	0.00	12.00	0.00	0.00	12.00	0.00	0.00	SETTLED	[redacted]	0.00	n/a
463	9:50:45	n/a	0d 06:00	Visa	9.00	9.00	0.00	9.00	0.00	0.00	9.00	0.00	0.00	SETTLED	[redacted]	0.00	n/a
464	9:51:52	n/a	0d 04:00	Visa	6.00	6.00	0.00	6.00	0.00	0.00	6.00	0.00	0.00	SETTLED	[redacted]	0.00	n/a
465	9:53:52	n/a	0d 02:00	Visa	3.00	3.00	0.00	3.00	0.00	0.00	3.00	0.00	0.00	SETTLED	[redacted]	0.00	n/a
466	9:54:07	n/a	0d 01:00	Visa	1.50	1.50	0.00	1.50	0.00	0.00	1.50	0.00	0.00	SETTLED	[redacted]	0.00	n/a
467	10:23:11	n/a	0d 04:00	Visa	6.00	6.00	0.00	6.00	0.00	0.00	6.00	0.00	0.00	SETTLED	[redacted]	0.00	n/a
468	10:49:21	n/a	0d 06:00	Visa	9.00	9.00	0.00	9.00	0.00	0.00	9.00	0.00	0.00	SETTLED	[redacted]	0.00	n/a
469	10:51:11	n/a	0d 03:00	Visa	4.50	4.50	0.00	4.50	0.00	0.00	4.50	0.00	0.00	SETTLED	[redacted]	0.00	n/a
470	10:55:39	n/a	0d 05:00	Visa	7.50	7.50	0.00	7.50	0.00	0.00	7.50	0.00	0.00	SETTLED	[redacted]	0.00	n/a
471	11:16:46	n/a	0d 01:00	Visa	1.50	1.50	0.00	1.50	0.00	0.00	1.50	0.00	0.00	SETTLED	[redacted]	0.00	n/a
472	12:06:55	n/a	0d 01:00	Visa	1.50	1.50	0.00	1.50	0.00	0.00	1.50	0.00	0.00	SETTLED	[redacted]	0.00	n/a
473	12:16:47	n/a	0d 05:00	Visa	7.50	7.50	0.00	7.50	0.00	0.00	7.50	0.00	0.00	SETTLED	[redacted]	0.00	n/a
474	13:30:29	n/a	0d 03:00	Visa	4.50	4.50	0.00	4.50	0.00	0.00	4.50	0.00	0.00	SETTLED	[redacted]	0.00	n/a
475	13:35:26	n/a	0d 01:00	CASH	1.50	2.00	0.00	2.00	2.00	0.00	0.00	0.00	0.00	CASH		0.00	n/a
476	14:17:41	n/a	0d 02:00	Visa	3.00	3.00	0.00	3.00	0.00	0.00	3.00	0.00	0.00	SETTLED	[redacted]	0.00	n/a
477	14:39:52	n/a	0d 01:00	MC	1.50	1.50	0.00	1.50	0.00	0.00	1.50	0.00	0.00	SETTLED	[redacted]	0.00	n/a
Total for February 08, 2018					**127.50**	**128.00**	**0.00**	**128.00**	**2.00**	**0.00**	**126.00**	**0.00**	**0.00**			**0.00**	

Transaction count for February 08, 2018			23									

88 & # 89 Reports by Selected Purchase by Time, Date and Zone

RFP NO.: 04417-CPRM - EXHIBIT B2

Washington History VenTek RCS

Sales Transaction Report SELECTED BY PURCHASE TIME 23 Feb 2018 12:40:48PM

Date: February 01, 2018

Time: 10:00:00 to 17:59.59

Payment type: ALL

Terminal: Lot A

Trans ID	Trans Time	Stall #	Trans. Duration	Payment Type	List Price	Purchase Amount	Cash Refund	Received Amount	Cash Paid	Campus Paid	Credit Received	Credit Due	Credit Refund	Credit Status	Last 4 Digits	Smart Card	Smart Card
Transaction Date: February 01, 2018 for Pay Station Lot A - 3001869 (History Museum Lot A - 1)																	
12523	10:02:00	61	0d 02:00	CASH	4.00	4.00	0.00	4.00	4.00	0.00	0.00	0.00	0.00	CASH		0.00	n/a
12524	10:07:00	43	0d 06:00	MC	10.00	10.00	0.00	10.00	0.00	0.00	10.00	0.00	0.00	Settled	1646	0.00	n/a
12525	10:10:00	12	0d 04:00	Visa	7.00	7.00	0.00	7.00	0.00	0.00	7.00	0.00	0.00	Settled	5754	0.00	n/a
12527	10:12:00	49	0d 02:00	CASH	4.00	4.00	0.00	4.00	4.00	0.00	0.00	0.00	0.00	CASH		0.00	n/a
12526	10:12:00	25	0d 04:00	Visa	7.00	7.00	0.00	7.00	0.00	0.00	7.00	0.00	0.00	Settled	8865	0.00	n/a
12528	10:13:00	53	0d 02:00	Visa	4.00	4.00	0.00	4.00	0.00	0.00	4.00	0.00	0.00	Settled	2866	0.00	n/a
12529	10:49:00	3	0d 02:00	Visa	4.00	4.00	0.00	4.00	0.00	0.00	4.00	0.00	0.00	Settled	6574	0.00	n/a
12530	11:08:00	10	0d 06:00	Visa	10.00	10.00	0.00	10.00	0.00	0.00	10.00	0.00	0.00	Settled	0201	0.00	n/a
12531	11:22:00	16	0d 04:00	Visa	7.00	7.00	0.00	7.00	0.00	0.00	7.00	0.00	0.00	Settled	1097	0.00	n/a
12532	11:24:00	58	0d 02:00	Visa	4.00	4.00	0.00	4.00	0.00	0.00	4.00	0.00	0.00	Settled	8121	0.00	n/a
12533	11:27:00	48	0d 04:00	Visa	7.00	7.00	0.00	7.00	0.00	0.00	7.00	0.00	0.00	Settled	4682	0.00	n/a
12534	11:27:00	17	0d 02:00	Visa	4.00	4.00	0.00	4.00	0.00	0.00	4.00	0.00	0.00	Settled	9579	0.00	n/a
12536	11:31:00	18	0d 02:00	MC	4.00	4.00	0.00	4.00	0.00	0.00	4.00	0.00	0.00	Settled	6595	0.00	n/a
12535	11:31:00	57	0d 02:00	Visa	4.00	4.00	0.00	4.00	0.00	0.00	4.00	0.00	0.00	Settled	6313	0.00	n/a
12537	11:38:00	19	0d 02:00	MC	4.00	4.00	0.00	4.00	0.00	0.00	4.00	0.00	0.00	Settled	6595	0.00	n/a
12538	12:18:00	60	0d 04:00	Visa	7.00	7.00	0.00	7.00	0.00	0.00	7.00	0.00	0.00	Settled	1022	0.00	n/a
12539	12:40:00	61	0d 02:00	Visa	4.00	4.00	0.00	4.00	0.00	0.00	4.00	0.00	0.00	Settled	1967	0.00	n/a
12540	12:41:00	17	0d 06:00	Visa	10.00	10.00	0.00	10.00	0.00	0.00	10.00	0.00	0.00	Settled	2354	0.00	n/a
12541	13:08:00	73	0d 04:00	Visa	7.00	7.00	0.00	7.00	0.00	0.00	7.00	0.00	0.00	Settled	8565	0.00	n/a
12542	13:26:00	10	0d 04:00	Visa	7.00	7.00	0.00	7.00	0.00	0.00	7.00	0.00	0.00	Settled	8812	0.00	n/a
12543	13:32:00	18	0d 02:00	MC	4.00	4.00	0.00	4.00	0.00	0.00	4.00	0.00	0.00	Settled	7590	0.00	n/a
12544	13:34:00	59	0d 06:00	Visa	10.00	10.00	0.00	10.00	0.00	0.00	10.00	0.00	0.00	Settled	8797	0.00	n/a
12545	13:36:00	19	0d 02:00	Visa	4.00	4.00	0.00	4.00	0.00	0.00	4.00	0.00	0.00	Settled	2762	0.00	n/a
12546	13:54:00	47	0d 06:00	Visa	10.00	10.00	0.00	10.00	0.00	0.00	10.00	0.00	0.00	Settled	1309	0.00	n/a
12547	14:13:00	62	0d 02:00	Visa	4.00	4.00	0.00	4.00	0.00	0.00	4.00	0.00	0.00	Settled	3938	0.00	n/a
12548	14:24:00	1	0d 04:00	Visa	7.00	7.00	0.00	7.00	0.00	0.00	7.00	0.00	0.00	Settled	0952	0.00	n/a
12549	14:35:00	16	0d 04:00	MC	7.00	7.00	0.00	7.00	0.00	0.00	7.00	0.00	0.00	Settled	6607	0.00	n/a
12550	15:54:00	1	0d 04:00	CASH	7.00	7.00	0.00	7.00	7.00	0.00	0.00	0.00	0.00	CASH		0.00	n/a
12551	16:00:00	37	0d 12:00	Visa	13.00	13.00	0.00	13.00	0.00	0.00	13.00	0.00	0.00	Settled	6070	0.00	n/a
12552	16:10:00	5	0d 02:00	Visa	4.00	4.00	0.00	4.00	0.00	0.00	4.00	0.00	0.00	Settled	8903	0.00	n/a
12553	16:52:00	30	0d 02:00	CASH	4.00	4.00	0.00	4.00	4.00	0.00	0.00	0.00	0.00	CASH		0.00	n/a

Sales Transaction Report

SELECTED BY PURCHASE TIME

23 Feb 2018 12:40:48PM

Date: February 01, 2018

Time: 10:00:00 to 17:59.59

Payment type: ALL

Terminal: Lot A

Trans ID	Trans Time	Stall #	Trans. Duration	Payment Type	List Price	Purchase Amount	Cash Refund	Received Amount	Cash Paid	Campus Paid	Credit Received	Credit Due	Credit Refund	Credit Status	Last 4 Digits	Smart Card	Smart Card
12554	17:11:00	33	0d 12:00	Visa	13.00	13.00	0.00	13.00	0.00	0.00	13.00	0.00	0.00	Settled	5415	0.00	n/a
12555	17:14:00	5	0d 06:00	MC	10.00	10.00	0.00	10.00	0.00	0.00	10.00	0.00	0.00	Settled	1295	0.00	n/a
12556	17:17:00	4	0d 06:00	MC	10.00	10.00	0.00	10.00	0.00	0.00	10.00	0.00	0.00	Settled	4540	0.00	n/a
12557	17:19:00	34	0d 04:00	Visa	7.00	7.00	0.00	7.00	0.00	0.00	7.00	0.00	0.00	Settled	0952	0.00	n/a
12558	17:24:00	6	0d 06:00	Visa	10.00	10.00	0.00	10.00	0.00	0.00	10.00	0.00	0.00	Settled	7867	0.00	n/a
12559	17:36:00	20	0d 02:00	Visa	4.00	4.00	0.00	4.00	0.00	0.00	4.00	0.00	0.00	Settled	5429	0.00	n/a
12560	17:55:00	31	0d 06:00	CASH	10.00	10.00	0.00	10.00	10.00	0.00	0.00	0.00	0.00	CASH		0.00	n/a
Total for February 01, 2018					**257.00**	**257.00**	**0.00**	**257.00**	**29.00**	**0.00**	**228.00**	**0.00**	**0.00**			**0.00**	
Transaction count for February 01, 2018						**38**											
Grand Total					**257.00**	**257.00**	**0.00**	**257.00**	**29.00**	**0.00**	**228.00**	**0.00**	**0.00**			**0.00**	
Total Transaction count:					**38**												

#137 Credit Card Processing Data

Credit Card Detail Report

SELECTED BY SETTLEMENT TIME

Mon, November 24, 2008 01:51 PM

Settlement Date: November 21, 2008

Time: ALL

Terminal: ALL

Payment type: Credit Card

Trans ID	Trans Time	Stall ID	Duration	Payment Type	Total	Online	Offline	Post	Previously Declined	Abandon	Settle	Refund	Date mm/dd/yy	Time	Card Number	Auth Code
66373	11:02:00 AM	393	0d 02:00	Visa	1.50	1.50	0.00	1.50	0.00	0.00	1.50	0.00	11-21-08	11:50:17 PM	*5963	04025C
Total for Visa					161.50	161.50	0.00	161.50	0.00	0.00	161.50	0.00				
Transaction count for Visa						50							Pay Station '11000000'			
66322	9:16:53 AM	767	0d 03:00	MC	2.25	2.25	0.00	2.25	0.00	0.00	2.25	0.00	11-21-08	11:50:17 PM	*0438	082331
66415	1:49:31 PM	197	0d 02:00	MC	1.50	1.50	0.00	1.50	0.00	0.00	1.50	0.00	11-21-08	11:50:17 PM	*7230	05756Z
66315	9:08:15 AM	821	0d 09:00	MC	5.25	5.25	0.00	5.25	0.00	0.00	5.25	0.00	11-21-08	11:50:17 PM	*4215	080817
66250	7:00:57 AM	387	0d 08:00	MC	4.75	4.75	0.00	4.75	0.00	0.00	4.75	0.00	11-21-08	11:50:17 PM	*9522	04568Z
66331	9:28:36 AM	769	0d 07:00	MC	4.25	4.25	0.00	4.25	0.00	0.00	4.25	0.00	11-21-08	11:50:17 PM	*3360	19253Z
Total for MC					18.00	18.00	0.00	18.00	0.00	0.00	18.00	0.00				
Transaction count for MC						5							Pay Station '11000000'			
Transaction Date: November 21, 2008 for Pay Station '12000000' - 3000709 (Garage 07 - 1)																
20711	8:34:34 AM	642	0d 09:00	Visa	5.25	5.25	0.00	5.25	0.00	0.00	5.25	0.00	11-21-08	11:50:17 PM	*6355	00782C
20725	9:19:26 AM	976	3d 00:00	Visa	7.25	7.25	0.00	7.25	0.00	0.00	7.25	0.00	11-21-08	11:50:17 PM	*9475	02509B
20726	9:21:05 AM	888	0d 07:00	Visa	4.25	4.25	0.00	4.25	0.00	0.00	4.25	0.00	11-21-08	11:50:17 PM	*5933	223760
20727	9:21:40 AM	875	0d 08:00	Visa	4.75	4.75	0.00	4.75	0.00	0.00	4.75	0.00	11-21-08	11:50:17 PM	*2736	082125
20707	7:50:05 AM	210	0d 04:00	Visa	2.75	2.75	0.00	2.75	0.00	0.00	2.75	0.00	11-21-08	11:50:17 PM	*2110	021664
20758	2:01:08 PM	326	0d 03:00	Visa	2.25	2.25	0.00	2.25	0.00	0.00	2.25	0.00	11-21-08	11:50:17 PM	*5117	772713
20724	10:13:00 AM	195	0d 01:00	Visa	0.75	0.75	0.00	0.75	0.00	0.00	0.75	0.00	11-21-08	11:50:17 PM	*3146	111534
20728	9:45:33 AM	874	0d 03:00	Visa	2.25	2.25	0.00	2.25	0.00	0.00	2.25	0.00	11-21-08	11:50:17 PM	*6028	452825
20754	1:05:20 PM	538	0d 03:00	Visa	2.25	2.25	0.00	2.25	0.00	0.00	2.25	0.00	11-21-08	11:50:17 PM	*6559	02104B
20706	7:49:35 AM	233	0d 09:00	Visa	5.25	5.25	0.00	5.25	0.00	0.00	5.25	0.00	11-21-08	11:50:17 PM	*7290	104993
20776	4:44:44 PM	5	2d 15:00	Visa	2.25	2.25	0.00	2.25	0.00	0.00	2.25	0.00	11-21-08	11:50:17 PM	*8057	124636
20713	4:41:00 PM	248	0d 01:00	Visa	0.50	0.50	0.00	0.50	0.00	0.00	0.50	0.00	11-21-08	11:50:17 PM	*0264	062931
Total for Visa					39.75	39.75	0.00	39.75	0.00	0.00	39.75	0.00				
Transaction count for Visa						12							Pay Station '12000000'			
20746	11:23:32 AM	1071	0d 04:00	MC	2.75	2.75	0.00	2.75	0.00	0.00	2.75	0.00	11-21-08	11:50:17 PM	*5201	954108
20716	8:46:43 AM	646	0d 08:00	MC	4.75	4.75	0.00	4.75	0.00	0.00	4.75	0.00	11-21-08	11:50:17 PM	*0902	031264
Total for MC					7.50	7.50	0.00	7.50	0.00	0.00	7.50	0.00				
Transaction count for MC						2							Pay Station '12000000'			
Transaction Date: November 21, 2008 for Pay Station '13000000' - 3000707 (Garage 07 - 1)																
26352	7:40:56 AM	208	0d 09:00	Visa	5.25	5.25	0.00	5.25	0.00	0.00	5.25	0.00	11-21-08	11:50:17 PM	*8438	021484
26361	8:45:55 AM	653	0d 08:00	Visa	4.75	4.75	0.00	4.75	0.00	0.00	4.75	0.00	11-21-08	11:50:17 PM	*8010	224128
26370	9:25:04 AM	916	0d 06:00	Visa	3.75	3.75	0.00	3.75	0.00	0.00	3.75	0.00	11-21-08	11:50:17 PM	*3072	132156
26364	8:58:24 AM	882	0d 05:00	Visa	3.25	3.25	0.00	3.25	0.00	0.00	3.25	0.00	11-21-08	11:50:17 PM	*4048	021979

State of Washington Contracts & Procurement Division Department of Enterprise Services P.O. Box 41411 Olympia, WA 98504-1411	Caracal Enterprises, LLC DBA VenTek International 1260 Holm Rd. Suite A Petaluma, CA 94954

SECOND AMENDMENT
TO
MASTER CONTRACT NO. 04417
PARKING HARDWARE, SOFTWARE AND MAINTENANCE

This Second Amendment ("Amendment") to Master Contract No. 04417 is made and entered into by and between the State of Washington acting by and through the Department of Enterprise Services, a Washington State governmental agency ("State") and Caracal Enterprises, LLC DBA VenTek International, a Delaware Limited Liability Company ("Contractor") and is dated as of October 26, 2020.

RECITALS

A. State and Contractor (collectively the "Parties") entered into that certain Master Contract No. 04417 for Parking Hardware, Software and Maintenance dated effective as of May 8, 2018 ("Master Contract").

B. The Parties previously amended the Master Contract as follows:

   a. Amendment No. 1, effective April 1, 2020, added statement at the end of Section 3.2 Contract Scope and Exhibit B2 to the Master Contract.

C. The amendment set forth herein is within the scope of the Master Contract.

D. The Parties now desire to amend the Master Contract as set forth herein.

AGREEMENT

NOW THEREFORE, in consideration of the mutual covenants and agreements set forth herein, the Parties hereby agree to amend the Master Contract, as previously amended, as follows:

1. EXHIBIT A. Prices for Goods/Services is amended to add the following product for purchase on this Master Contract:

   a. The product "All-in-One (AIO) Level 1/2 EMV Credit Card Processing Subsystem" is added for $2,095 effective October 26, 2020.

2. PRODUCT ADDITIONS AND DELETIONS. The Section 3.4 Product Additions and Deletions is hereby added to the Master Contract as follows:

   3.4 Product Additions and Deletions

Contractor may request to add or delete Products and Services from the price list to implement new technology solutions by sending an updated price list to the Master Contract Administrator for approval. Contractor may request to add new Products and Services to the Master Contract that are commercially available and fall within the original scope and intent of the Master Contract. Contractor may request to delete Products and Services from the Master Contract that are no longer available on Contractor's commercial price list and not in use by any Purchaser from the Master Contract. All requested additions and deletions shall be clearly identified and include the business justification and supporting documentation.

3. NO CHANGE OTHER THAN AMENDMENT. Except as amended herein, the Master Contract is unaffected and remains in full force and effect.

4. INTEGRATED AGREEMENT; MODIFICATION. This Amendment constitutes the entire agreement and understanding of the Parties with respect to the subject matter and supersedes all prior negotiations and representations. In the event of any conflict between this Amendment and the Master Contract or any earlier amendment, this Amendment shall control and govern. This Amendment may not be modified except in writing signed by the Parties.

5. AUTHORITY. Each party to this Amendment, and each individual signing on behalf of each party, hereby represents and warrants to the other that it has full power and authority to enter into this Amendment and that its execution, delivery, and performance of this Amendment has been fully authorized and approved, and that no further approvals or consents are required to bind such party.

6. ELECTRONIC SIGNATURES. A signed copy of this Amendment or any other ancillary agreement transmitted by facsimile, email, or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original executed copy of this Amendment or such other ancillary agreement for all purposes.

7. COUNTERPARTS. This Amendment may be executed in one or more counterparts, each of which shall be deemed an original, and all of which counterparts together shall constitute the same instrument which may be sufficiently evidenced by one counterpart. Execution of this Amendment at different times and places by the parties shall not affect the validity thereof so long as all the parties hereto execute a counterpart of this Amendment.

EXECUTED AND EFFECTIVE as of the day and date first above written.

CARACAL ENTERPRISES, LLC, DBA VENTEK INTERNATIONAL A DELAWARE LIMITED LIABILITY COMPANY	**STATE OF WASHINGTON DEPARTMENT OF ENTERPRISE SERVICES**
By: Gary Catt	By: Kelli Carmony
Name: Gary Catt	Name: Kelli Carmony
Title: President & CEO	Title: Contract Specialist 2
Date: Oct 30, 2020	Date: October 30, 2020

State of Washington Contracts & Procurement Division Department of Enterprise Services P.O. Box 41411 Olympia, WA 98504-1411	Caracal Enterprises, LLC Dba VenTek International 1260 Holm Rd. Suite A Petaluma, CA 94954

THIRD AMENDMENT
TO
MASTER CONTRACT NO. 04417
PARKING HARDWARE, SOFTWARE AND MAINTENANCE

This Third Amendment ("Amendment") to Master Contract No. 04417 is made and entered into by and between the State of Washington acting by and through the Department of Enterprise Services, a Washington State governmental agency ("State") and Caracal Enterprises, LLC dba VenTek International, a Delaware Limited Liability Company ("Contractor") and is dated as of June 15, 2021.

RECITALS

A. State and Contractor (collectively the "Parties") entered into that certain Master Contract No. 04417 for Parking Hardware, Software and Maintenance dated effective as of May 8, 2018 ("Master Contract").

B. The Parties previously amended the Master Contract as follows:

   a. Amendment No. 1, effective April 4, 2020, added statement at the end of Section 3.2 Contract Scope and added Exhibit B2 to the Master Contract.

   b. Amendment No. 2, effective October 26, 2020, amended Exhibit A to add a product for purchase, and added Section 3.4 Product Additions and Deletions to the Master Contract.

C. The amendment set forth herein is within the scope of the Master Contract.

D. The Parties now desire to amend the Master Contract as set forth herein.

AGREEMENT

NOW THEREFORE, in consideration of the mutual covenants and agreements set forth herein, the Parties hereby agree to amend the Master Contract, as previously amended, as follows:

1. ECONOMIC ADJUSTMENT. The Section 3.1 ECONOMIC ADJUSTMENT is hereby deleted in its entirety and replaced with the following:

   a. ECONOMIC ADJUSTMENT. Beginning twelve (12) months after the effective date of this Master Contract and for every annual anniversary thereafter, the prices set forth in *Exhibit A* shall be adjusted, based upon the percent changes (whether up or down) in the United States Department of Labor, Bureau of Labor and Statistics (BLS) Producer Price Index (PPI), *Computer & electronic product mfg, not seasonally adjusted, PPI 334334* for the most recent year. All calculations for the index shall be based upon the

latest version of data published as of March 1 each year. If an index is recoded, that is the replacement is a direct substitute according to the BLS, this Contract will instead use the recode. If an index becomes unavailable, Enterprise Services shall substitute a proxy index. If there is not a direct substitute, the next higher aggregate index available will be used. The economic adjustment shall be calculated as follows:

New Price = Old Price x (Current Period Index/Base Period Index).

2. NO CHANGE OTHER THAN AMENDMENT. Except as amended herein, the Master Contract is unaffected and remains in full force and effect.

3. INTEGRATED AGREEMENT; MODIFICATION. This Amendment constitutes the entire agreement and understanding of the Parties with respect to the subject matter and supersedes all prior negotiations and representations. In the event of any conflict between this Amendment and the Master Contract or any earlier amendment, this Amendment shall control and govern. This Amendment may not be modified except in writing signed by the Parties.

4. AUTHORITY. Each party to this Amendment, and each individual signing on behalf of each party, hereby represents and warrants to the other that it has full power and authority to enter into this Amendment and that its execution, delivery, and performance of this Amendment has been fully authorized and approved, and that no further approvals or consents are required to bind such party.

5. ELECTRONIC SIGNATURES. A signed copy of this Amendment or any other ancillary agreement transmitted by facsimile, email, or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original executed copy of this Amendment or such other ancillary agreement for all purposes.

6. COUNTERPARTS. This Amendment may be executed in one or more counterparts, each of which shall be deemed an original, and all of which counterparts together shall constitute the same instrument which may be sufficiently evidenced by one counterpart. Execution of this Amendment at different times and places by the parties shall not affect the validity thereof so long as all the parties hereto execute a counterpart of this Amendment.

EXECUTED AND EFFECTIVE as of the day and date first above written.

CARACAL ENTERPRISES, LLC
DBA VENTEK INTERNATIONAL
A DELAWARE LIMITED LIABILITY COMPANY

By: Erika Anderson

Name: Erika Anderson

Title: VP of Sales

Date: 05/26/2021

STATE OF WASHINGTON
DEPARTMENT OF ENTERPRISE SERVICES

By: Kelli Carmony

Name: Kelli Carmony

Title: Contract Specialist 3

Date: 05/27/2021