CITY OF SANTA FE GENERAL SERVICES CONTRACT

THIS AGREEMENT is made and entered into by and between the City of Santa Fe, herein after referred to as the "City", and IPS Group Incorporated, herein after referred to as the "Contractor."

The purpose of this agreement is to purchase Parking Meter Equipment and Services for the installation and service of single-spaced parking meters, related equipment, and the system management to operate the meters. The service under this agreement includes management of parking meter software and IPS Group's servers, an online management system, which will provide the Parking Division with real-time information on payments, meter malfunctions, updates and upgrades, meter configuration and programming, and credit card transactions and fees.

IT IS MUTUALLY AGREED BETWEEN THE PARTIES:

Definitions

A. "Products and Services Schedule" refers to the complete list of products and services offered under this Agreement and the price for each. Product and service descriptions may be amended with the prior approval of the Agreement Administrator. New products and services shall not be added to the Products and Services Schedule.

B. You" and "your" refers to IPS Group Incorporated "We," "us" or "our" refers to the City and whose accounts are created under this Agreement.

2. Scope of Work

- A. The Contractor shall perform the following and as described in Exhibit "A" attached hereto:
 - 1) Provide 600 MK5 Refurbished Meters and assist in the installation to existing parking meter poles.
 - 2) Provide ongoing Data Management Fees for 1,082 meters.
 - 3) Provide ongoing support for Credit Card Transactions.
 - 4) Onsite Installation.

Compensation

The City shall pay to the Contractor based upon fixed prices for each Deliverable item as listed here and identified in the attached Exhibit "A".

Deliverable item: U/I (unit of issue) Price

- 01 \$ 144,000.00 for 600 MK5 Model 895 SSPM Meters,
- 02 \$49,920.00 208 MK5 Model 895 SSPM Meters purchased and installed next fiscal year
- 03 \$324,600 Data Management Fee (estimated cost for four years based on 1082 active meters annually)
- 04 \$210,600.00 credit card transaction fees (based on 405,000 transactions for four years)
- 05 \$5,700.00 Onsite Installation
- 06 \$5,698.48 Freight

The total compensation under this Agreement shall not exceed \$803,007.14 including New Mexico gross receipts tax.

4. Payment Provisions

All payments under this Agreement are subject to the following provisions.

- A. Acceptance In accordance with Section 13-1-158 NMSA 1978, the City shall determine if the product or services provided meet specifications. Until the products or services have been accepted in writing by the City, the City shall not pay for any products or services. Unless otherwise agreed upon between the City and the Contractor, within thirty (30) days from the date the City receives written notice from the Contractor that payment is requested for services or within thirty (30) days from the receipt of products, the City shall issue a written certification (by letter or email) of complete or partial acceptance or rejection of the products or services. Unless the City gives notice of rejection within the specified time period, the products or services will be deemed to have been accepted.
- B. Payment of Invoice Upon acceptance that the products or services have been received and accepted, payment shall be tendered to the Contractor within thirty (30) days after the date of invoice. After the thirtieth day from the date that written certification of acceptance is issued, late payment charges shall be paid on the unpaid balance due on the contract to the Contractor at the rate of 1.5 % per month. Contractor may submit invoices for payment no more frequently than monthly. Payment will be made to the Contractor's designated mailing address. Payment on each invoice shall be due within 30 days from the date of the acceptance of the invoice. The City agrees to pay in full the balance shown on each account's statement, by the due date shown on said statement.

5. Term

THIS AGREEMENT SHALL NOT BECOME EFFECTIVE UNTIL APPROVED IN WRITING BY THE CITY. This Agreement shall begin on date approved by the City, and end on 11/21/2026 unless terminated pursuant to paragraph 4 (Termination), or paragraph 5 (Appropriations). In accordance with Section 13-1-150 NMSA 1978, no contract term for a

professional services contract, including extensions and renewals, shall exceed four years, except as set forth in Section 13-1-150 NMSA 1978.

6. Default and Force Majeure

The City reserves the right to cancel all or any part of any orders placed under this contract without cost to the City, if the Contractor fails to meet the provisions of this contract and, except as otherwise provided herein, to hold the Contractor liable for any excess cost occasioned by the City due to the Contractor's default. The Contractor shall not be liable for any excess costs if failure to perform the order arises out of causes beyond the control and without the fault or negligence of the Contractor; such causes include, but are not restricted to, acts of God or the public enemy, acts of the State or Federal Government, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, unusually severe weather and defaults of sub- contractors due to any of the above, unless the City shall determine that the supplies or services to be furnished by the sub-contractor were obtainable from other sources in sufficient time to permit the Contractor to meet the required delivery scheduled. The rights and remedies of the City provided in this paragraph shall not be exclusive and are in addition to any other rights now being provided by law or under this contract.

7. Termination

- A. <u>Grounds.</u> The City may terminate this Agreement for convenience or cause. The Contractor may only terminate this Agreement based upon the City's uncured, material breach of this Agreement.
 - B. Notice: City Opportunity to Cure.
- Except as otherwise provided in Paragraphs 7.A and 17, the City shall give Contractor written notice of termination at least thirty (30) days prior to the intended date of termination.
- 2) Contractor shall give City written notice of termination at least thirty (30) days prior to the intended date of termination, which notice shall (i) identify all the City's material breaches of this Agreement upon which the termination is based and (ii) state what the City must do to cure such material breaches. Contractor's notice of termination shall only be effective (i) if the City does not cure all material breaches within the thirty (30) day notice period or (ii) in the case of material breaches that cannot be cured within thirty (30) days, the City does not, within the thirty (30) day notice period, notify the Contractor of its intent to cure and begin with due diligence to cure the material breach.
- 3) Notwithstanding the foregoing, this Agreement may be terminated immediately upon written notice to the Contractor (i) if the Contractor becomes unable to perform the services contracted for, as determined by the City; (ii) if, during the term of this Agreement, the Contractor is suspended or debarred by the City; or (iii) the Agreement is terminated pursuant to Paragraph 17, "Appropriations", of this Agreement.
- C. <u>Liability</u>. Except as otherwise expressly allowed or provided under this Agreement, the City's sole liability upon termination shall be to pay for acceptable work performed prior to the Contractor's receipt or issuance of a notice of termination; <u>provided</u>, <u>however</u>, that a notice of termination shall not nullify or otherwise affect either party's liability for pre-termination defaults under or breaches of this Agreement. The Contractor shall submit an

invoice for such work within thirty (30) days of receiving or sending the notice of termination.
<u>THIS PROVISION IS NOT EXCLUSIVE AND DOES NOT WAIVE THE CITY'S OTHER LEGAL RIGHTS AND REMEDIES CAUSED BY THE CONTRACTOR'S DEFAULT/BREACH OF THIS AGREEMENT.</u>

8. Amendment

- A. This Agreement shall not be altered, changed or amended except by instrument in writing executed by the parties hereto and all other required signatories.
- B. If the City proposes an amendment to the Agreement to unilaterally reduce funding due to budget or other considerations, the Contractor shall, within thirty (30) days of receipt of the proposed Amendment, have the option to terminate the Agreement, pursuant to the termination provisions as set forth in Paragraph 7 herein, or to agree to the reduced funding.

9. Status of Contractor

The Contractor, and Contractor's agents and employees, are independent Contractors for the City and are not employees of the City. The Contractor, and Contractor's agents and employees, shall not accrue leave, retirement, insurance, bonding, use of City vehicles, or any other benefits afforded to employees of the City as a result of this Agreement. The Contractor acknowledges that all sums received hereunder are personally reportable by the Contractor for income tax purposes, including without limitation, self-employment tax and business income tax. The Contractor agrees not to purport to bind the City unless the Contractor has written authority to do so, and then only within the strict limits of that authority.

10. Assignment

The Contractor shall not assign or transfer any interest in this Agreement or assign any claims for money due or to become due under this Agreement without the prior written approval of the City.

11. Subcontracting

The Contractor shall not subcontract any portion of the services to be performed under this Agreement without the prior written approval of the City. No such subcontract shall relieve the primary Contractor from its obligations and liabilities under this Agreement, nor shall any subcontract obligate direct payment from the City.

12. Non-Collusion

In signing this Agreement, the Contractor/Contractor certifies the Contractor/Contractor has not, either directly or indirectly, entered into action in restraint of free competitive bidding in connection with this offer submitted to the City.

13. Inspection of Plant

The City may inspect, at any reasonable time during Contractor's regular business hours and upon prior written notice, the Contractor's plant or place of business, or any subcontractor's plant or place of business, which is related to the performance of this contract.

14. Commercial Warranty

The Contractor agrees that the tangible personal property or services furnished under this Agreement shall be covered by the most favorable commercial warranties the Contractor gives to any customer for such tangible personal property or services, and that the rights and remedies provided herein shall extend to the City and are in addition to and do not limit any rights afforded to the City by any other clause of this order. Contractor agrees not to disclaim warranties of fitness for a particular purpose or merchantability.

15. Condition of Proposed Items

Where tangible personal property is a part of this Agreement, all proposed items are to be NEW and of most current production, unless otherwise specified. The single space parking meters sold in terms of this Agreement are certified refurbished meters.

16. Records and Audit

During the term of this Agreement and for three years thereafter, the Contractor shall maintain detailed records pertaining to the services rendered and products delivered. These records shall be subject to inspection by the City, the State Auditor and other appropriate state and federal authorities. The City shall have the right to audit billings both before and after payment. Payment under this Agreement shall not foreclose the right of the City to recover excessive or illegal payments.

17. Appropriations

The terms of this Agreement, and any orders placed under it, are contingent upon sufficient appropriations and authorization being made by the City Council for the performance of this Agreement. If sufficient appropriations and authorization are not made by the legislature, this Agreement, and any orders placed under it, shall terminate upon written notice being given by the City to the Contractor. The City's decision as to whether sufficient appropriations are available shall be accepted by the Contractor and shall be final. If the City proposes an amendment to the Agreement to unilaterally reduce funding, the Contractor shall have the option to terminate the Agreement or to agree to the reduced funding, within thirty (30) days of receipt of the proposed amendment.

18. Release

The Contractor, upon final payment of the amount due under this Agreement, releases the City, its officers and employees, from all liabilities, claims and obligations whatsoever arising from or under this Agreement. The Contractor agrees not to purport to bind the City, unless the

Contractor has express written authority to do so, and then only within the strict limits of that authority.

19. Confidentiality

Any confidential information provided to or developed by the Contractor in the performance of this Agreement shall be kept confidential and shall not be made available to any individual or organization by the Contractor without prior written approval by the City.

20. Conflict of Interest

- A. The Contractor represents and warrants that it presently has no interest and, during the term of this Agreement, shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance or services required under the Agreement. The Contractor shall comply with any applicable provisions of the New Mexico Governmental Conduct Act and the New Mexico Financial Disclosures Act.
- B. The Contractor further represents and warrants that it has complied with, and, during the term of this Agreement, will continue to comply with, and that this Agreement complies with all applicable provisions of the Governmental Conduct Act, Chapter 10, Article 16 NMSA 1978.
- C. Contractor's representations and warranties in Paragraphs A and B of this Paragraph are material representations of fact upon which the City relied when this Agreement was entered into by the parties. Contractor shall provide immediate written notice to the City if, at any time during the term of this Agreement, Contractor learns that Contractor's representations and warranties in Paragraphs A and B of this Paragraph 20 were erroneous on the effective date of this Agreement or have become erroneous by reason of new or changed circumstances. If it is later determined that Contractor's representations and warranties in Paragraphs A and B of this Paragraph 20 were erroneous on the effective date of this Agreement or have become erroneous by reason of new or changed circumstances, in addition to other remedies available to the City and notwithstanding anything in the Agreement to the contrary, the City may immediately terminate the Agreement.
- D. All terms defined in the Governmental Conduct Act have the same meaning in this section.

21. Approval of Contractor Representative(s)

The City reserves the right to require a change in Contractor representative(s) if the assigned representative(s) are not, in the opinion of the City, adequately serving the needs of the City.

22. Scope of Agreement; Merger

This Agreement incorporates all the agreements, covenants, and understandings between the parties hereto concerning the subject matter hereof, and all such covenants, agreements and understandings have been merged into this written Agreement. No prior agreements or understandings, verbal or otherwise, of the parties or their agents shall be valid or enforceable unless embodied in this Agreement.

23. Notice

The Procurement Code, Sections 13-1-28 through 13-1-199 NMSA 1978, imposes civil and criminal penalties for its violation. In addition, the New Mexico criminal statutes impose felony penalties for bribes, gratuities and kickbacks.

24. Equal Opportunity Compliance

The Contractor agrees to abide by all federal and state laws, and local Ordinances, pertaining to equal employment opportunity. In accordance with all such laws, rules, and regulations, the Contractor agrees to assure that no person in the United States shall on the grounds of race, religion, color, national origin, ancestry, sex, age, physical or mental handicap, or serious medical condition, spousal affiliation, sexual orientation or gender identity, be excluded from employment with or participation in. be denied the benefits of, or be otherwise subjected to discrimination under any program or activity performed under this Agreement. If Contractor is found not to be in compliance with these requirements during the life of this Agreement, Contractor agrees to take appropriate steps to correct these deficiencies.

25. Indemnification

The Contractor shall hold the City and its employees harmless and shall indemnify the City and its employees against any and all claims, suits, actions, liabilities and costs of any kind, including attorney's fees for personal injury or damage to property arising from the acts or omissions of the Contractor, its agents, officers, employees or subcontractors. The Contractor shall not be liable for any injury or damage as a result of any negligent act or omission committed by the City, its officers or employees.

26. New Mexico Tort Claims Act

Any liability incurred by the City of Santa Fe in connection with this Agreement is subject to the immunities and limitations of the New Mexico Tort Claims Act, Section 41-4-1, et. seq. NMSA 1978, as amended. The City and its "public employees" as defined in the New Mexico Tort Claims Act, do not waive sovereign immunity, do not waive any defense and do not waive any limitation of liability pursuant to law. No provision in this Agreement modifies or waives any provision of the New Mexico Tort Claims Act.

27. Applicable Law

The laws of the State of New Mexico shall govern this Agreement, without giving effect to its choice of law provisions. Venue shall be proper only in a New Mexico court of competent

jurisdiction in accordance with NMSA 1978, § 38-3-2.By execution of this Agreement, Contractor acknowledges and agrees to the jurisdiction of the courts of the State of New Mexico over any and all lawsuits arising under or out of any term of this Agreement.

28. Limitation of Liability

The Contractor's liability to the City, for any cause whatsoever shall be limited to the purchase price paid to the Contractor for the products and services that are the subject of the City's, claim. The foregoing limitation does not apply to paragraph 25 of this Agreement or to damages resulting from personal injury caused by the Contractor's negligence.

29. Incorporation by Reference and Precedence

If this Agreement has been procured pursuant to a request for proposals, this Agreement is derived from (1) the request for proposal, (including any written clarifications to the request for proposals and any City response to questions); (2) the Contractor's best and final offer; and (3) the Contractor's response to the request for proposals.

In the event of a dispute under this Agreement, applicable documents will be referred to for the purpose of clarification or for additional detail in the following order of precedence: (1) amendments to the Agreement in reverse chronological order; (2) the Agreement, including the scope of work and all terms and conditions thereof; (3) the request for proposals, including attachments thereto and written responses to questions and written clarifications; (4) the Contractor's best and final offer if such has been made and accepted by the City; and (5) the Contractor's response to the request for proposals.

30. Workers' Compensation

The Contractor agrees to comply with state laws and rules applicable to workers' compensation benefits for its employees. If the Contractor fails to comply with the Workers' Compensation Act and applicable rules when required to do so, this Agreement may be terminated by the City.

31. Inspection

If this contract is for the purchase of tangible personal property (goods), final inspection and acceptance shall be made at Destination. Tangible personal property rejected at Destination for non-conformance to specifications shall be removed at Contractor's risk and expense promptly after notice of rejection and shall not be allowable as billable items for payment.

32. Inspection of Services

If this contract is for the purchase of services, the following terms shall apply.

A. Services, as used in this Article, include services performed, workmanship, and

material furnished or utilized in the performance of services.

- B. The Contractor shall provide and maintain an inspection system acceptable to the City covering the services under this Agreement. Complete records of all inspection work performed by the Contractor shall be maintained and made available to the City and for as long thereafter as the Agreement requires. The City has the right to inspect and test all services contemplated under this Agreement to the extent practicable at all times and places during the term of the Agreement. The City shall perform inspections and tests in a manner that will not unduly delay or interfere with Contractor's performance.
- C. If the City performs inspections or tests on the premises of the Contractor or a subcontractor, the Contractor shall furnish, and shall require subcontractors to furnish, at no increase in contract price, all reasonable facilities and assistance for the safe and convenient performance of such inspections or tests.
- D. If any part of the services do not conform with the requirements of this Agreement, the City may require the Contractor to re-perform the services in conformity with the requirements of this Agreement at no increase in contract amount. When the defects in services cannot be corrected by re-performance, the City may:
- (1) require the Contractor to take necessary action(s) to ensure that future performance conforms to the requirements of this Agreement; and
- (2) reduce the contract price to reflect the reduced value of the services performed.
- E. If the Contractor fails to promptly re-perform the services or to take the necessary action(s) to ensure future performance in conformity with the requirements of this Agreement, the City may:
- (1) by contract or otherwise, perform the services and charge to the Contractor any cost incurred by the City that is directly related to the performance of such service; or
 - (2) terminate the contract for default.

33. Insurance

If the services contemplated under this Agreement will be performed on or in City facilities or property, Contractor shall maintain in force during the entire term of this Agreement, the following insurance coverage(s), naming the City as additional insured.

- A. Commercial General Liability insurance shall be written on an occurrence basis and be a broad as ISO Form CG 00 01 with limits not less than \$2,000,000 per occurrence and \$2,000,000 in the aggregate for claims against bodily injury, personal and advertising injury, and property damage. Said policy shall include broad form Contractual Liability coverage and be endorsed to name the City of Santa Fe their officials, officers, employees, and agents as additional insureds.
- B. Broader Coverage and Limits. The insurance requirements under this Agreement shall be the greater of (1) the minimum coverage and limits specified in this Agreement, or (2) the broader coverage and maximum limits of coverage of any insurance policy or proceeds available to the Named Insured. It is agreed that these insurance requirements shall not in any way act to reduce coverage that is broader or that includes higher limits than the

minimums required herein. No representation is made that the minimum insurance requirements of this Agreement are sufficient to cover the obligations of Contractor hereunder.

C. Contractor shall maintain the above insurance for the term of this Agreement and name the City as an additional insured and provide for 30 days cancellation notice on any Certificate of Insurance form furnished by Contractor. Such certificate shall also specifically state the coverage provided under the policy is primary over any other valid and collectible insurance and provide a waiver of subrogation.

34. Impracticality of Performance

A party shall be excused from performance under this Agreement for any period that the party is prevented from performing as a result of an act of God, strike, war, civil disturbance, epidemic, or court order, provided that the party has prudently and promptly acted to take any and all steps that are within the party's control to ensure performance. Subject to this provision, such non-performance shall not be deemed a default or a ground for termination.

35. Invalid Term or Condition

If any term or condition of this Agreement shall be held invalid or unenforceable, the remainder of this Agreement shall not be affected and shall be valid and enforceable.

36. Enforcement of Agreement

A party's failure to require strict performance of any provision of this Agreement shall not waive or diminish that party's right thereafter to demand strict compliance with that or any other provision. No waiver by a party of any of its rights under this Agreement shall be effective unless express and in writing, and no effective waiver by a party of any of its rights shall be effective to waive any other rights.

37. Patent, Copyright and Trade Secret Indemnification

- A. The Contractor shall defend, at its own expense, the City against any claim that any product or service provided under this Agreement infringes any patent, copyright to trademark in the United States or Puerto Rico, and shall pay all costs, damages and attorneys' fees that a court finally awards as a result of any such claim. In addition, if any third party obtains a judgment against the City based upon Contractor's trade secret infringement relating to any product or services provided under this Agreement, the Contractor agrees to reimburse the City for all costs, attorneys' fees and amount of the judgment. To qualify for such defense and or payment, the City shall:
 - 1) give the Contractor prompt written notice within 48 hours of any claim;
 - 2) allow the Contractor to control the defense of settlement of the claim; and
 - cooperate with the Contractor in a reasonable way to facilitate the defense or settlement of the claim.
- B. If any product or service becomes, or in the Contractor's opinion is likely to become the subject of a claim of infringement, the Contractor shall at its option and expense:

- provide the City the right to continue using the product or service and fully indemnify the City against all claims that may arise out of the City's use of the product or service;
 - replace or modify the product or service so that it becomes non-infringing;

or.

3) accept the return of the product or service and refund an amount equal to the value of the returned product or service, less the unpaid portion of the purchase price and any other amounts, which are due to the Contractor. The Contractor's obligation will be void as to any product or service modified by the City to the extent such modification is the cause of the claim.

38. Survival

The Agreement paragraphs titled "Patent, Copyright, Trademark, and Trade Secret Indemnification: Indemnification: and Limit of Liability" shall survive the expiration of this Agreement. Software licenses, leases, maintenance and any other unexpired Agreements that were entered into under the terms and conditions of this Agreement shall survive this Agreement.

39. <u>Disclosure Regarding Responsibility</u>

- A. Any prospective Contractor and any of its Principals who enter into a contract greater than sixty thousand dollars (\$60,000.00) with any City for professional services, tangible personal property, services or construction agrees to disclose whether the Contractor, or any principal of the Contractor's company is presently debarred, suspended, proposed for debarment, or declared ineligible for award of contract by any federal entity, state agency or local public body.
- B. Principal, for the purpose of this disclosure, means an officer, director, owner, partner, or a person having primary management or supervisory responsibilities within a business entity or related entities.
- C. The Contractor shall provide immediate written notice to the City if, at any time during the term of this Agreement, the Contractor learns that the Contractor's disclosure was at any time erroneous or became erroneous by reason of changed circumstances.
- D. A disclosure that any of the items in this requirement exist will not necessarily result in termination of this Agreement. However, the disclosure will be considered in the determination of the Contractor's responsibility and ability to perform under this Agreement. Failure of the Contractor to furnish a disclosure or provide additional information as requested will be grounds for immediate termination of this Agreement pursuant to the conditions set forth in Paragraph 7 of this Agreement.
- E. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the disclosure required by this document. The knowledge and information of a Contractor is not required to exceed that which is the

normally possessed by a prudent person in the ordinary course of business dealings.

F. The disclosure requirement provided is a material representation of fact upon which reliance was placed when making an award and is a continuing material representation of the facts during the term of this Agreement. If during the performance of the contract, the Contractor is indicted for or otherwise criminally or civilly charged by any government entity (federal, state or local) with commission of any offenses named in this document the Contractor must provide immediate written notice to the City. If it is later determined that the Contractor knowingly rendered an erroneous disclosure, in addition to other remedies available to the Government, the City may terminate the involved contract for cause. Still further the City may suspend or debar the Contractor from eligibility for future solicitations until such time as the matter is resolved to the satisfaction of the City.

40. Suspension, Delay or Interruption of Work

The City may, without cause, order the Contractor, in writing, to suspend, delay or interrupt the work in whole or in part for such period of time as the City may determine. The contract sum and contract time shall be adjusted for increases in cost and/or time associated with Contractor's compliance therewith. Upon receipt of such notice, Contractor shall leave the jobsite and any equipment in a safe condition prior to departing. Contractor must assert rights to additional compensation within thirty (30) days after suspension of work is lifted and return to work is authorized. Any compensation requested for which entitlement is granted and the contract sum adjusted, shall have profit included (for work completed) and for cost only (not profit) for Contractor costs incurred directly tied to the suspension itself and not otherwise covered by Contract remedy. Any change in Total Compensation must be reflected in an Amendment executed pursuant to Section 8 of this Agreement.

41. Notification

Either party may give written notice to the other party in accordance with the terms of this Paragraph. Any written notice required or permitted to be given hereunder shall be deemed to have been given on the date of delivery if delivered by personal service or hand delivery or three (3) business days after being mailed.

To the City: City of Santa Fe Parking Division 500 Market Station, Ste 200 Santa Fe, NM 87504

To the Contractor: IPS Group INC DBA IPS Group Inc 7737 Kenamar Crt., San Diego CA 92121 Ref: Chad Randall

Either party may change its representative or address above by written notice to the other in accordance with the terms of this Paragraph. The carrier for mail delivery and notices shall be the agent of the sender.

42. Succession

This Agreement shall extend to and be binding upon the successors and assigns of the parties.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the date of the signature by the required approval authorities below.

CITY OF SANTA FE:

CONTRACTOR: IPS Group Inc.

ALAN WEBBER, MAYOR

DATE: Feb 27, 2023

BRIAN WEBBER

General Counsel

DATE: 02-06-202

CRS#03279538006

Registration # 291725

ATTEST:

KRISTINE BUSTOS MIHELCIC, CITY CLERK

GB MTG 02/22/2023

CITY ATTORNEY'S OFFICE: Marcos Martinez

Marcos Martinez (Feb 2, 2023 15:09 MST)

SENIOR ASSISTANT CITY ATTORNEY

APPROVED FOR FINANCES:

Emily K. Oster Emily K. Oster (Feb 27, 2023 18:03 MST)

EMILY OSTER, FINANCE DIRECTOR 5350452/5103104#

City of Santa Fe New Mexico Memo

DATE: February 7, 2023

TO: Governing Body

VIA: Regina Wheeler, Public Works Director RW (Feb 16, 2013 11:54 MST)

FROM: Angelica M. Serrano, Parking Administrative Manager

ACTION

Approve a General Services Contract in the amount of \$740,525 including NMGRT with IPS Group for replacement of 600 parking meters and four years of monitoring and credit card gateway services for City's single space parking meters.

BACKGROUND AND SUMMARY

The City has 1080 single space parking meters that were installed in 2014. The meters are past useful life, failing and need to be replaced. The existing meters also utilize 2G and 3G wireless technology, which is being phased out and meters with new technology must be installed for the system to remain functional. The meters have wireless connection to enable credit card payments at meters and provide data reporting.

The contractor, IPS, will install 600 refurbished meters this fiscal year and provide monitoring for new and remaining old technology meters for four years. The 600 refurbished meters cost \$240 each and have a 2-year warranty and an expected life of 7-10 years. Refurbished meters were selected since new meters cost twice as much and come with the same warranty. IPS will deliver the secure wireless data connection, data management system and credit card gateway services for all of the City's meters. Additional meters will be replaced in FY24 if approved in the budget.

Revenue generated by these single space meters for 2018 - 2022 year to date is shown below. Revenue dropped due to COVID and is remains below peak partly due to a large number of inoperative meters.

2018 \$2,111,095.00

2019 \$2,024,001.00

2020 \$873,403.00

2021 \$1,335,769.00

2022 \$1,110,721.00

Contract cost breakdown

Remaining FY23

\$155,398 - 600 new meters including NMGRT, freight and installation support

\$45,861 - wireless connection and monitoring for all meters for 6 months

\$22,984 - estimated credit card transaction fees for 6 months

\$222,244 - Estimated cost for FY23 Jan - June

FY24 (contingent upon FY24 budget approval)

\$100,000 - 400 new meters including NMGRT, freight and installation support

\$87,724 - wireless connection and monitoring for all meters for 12 months

\$45,969 - estimated credit card transaction fees for 12 months

\$233,693 - estimated FY24

Subsequent years - may vary based on transactions and growth

\$90,000 - wireless connection and monitoring for all meters for 12 months

\$50,000 - estimated credit card transaction fees for 12 months

\$140,000 - estimated cost subsequent years

Procurement

This contract is cooperative purchase based on the NCPA contract #05-36 for Single-space Parking Meters and Management System.

Budget

Funds are budgeted in org/obj 5350452/510310 collections/name of object for the purchase of the meters and for related services.

Attachments:

Contract

Exhibits A

Exhibits B

Summary of Contracts

Procurement Checklist

Business License

Certificate of Insurance



City of Santa Fe
Real Estate Summary of Contracts, Agreements, Amendments & Leases

Section	to	be	comp	eted	by	department
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1. Munis Contract # 3203767	
Contractor: IPS Group Incorporated	
Description: Purchase Parking meter Equip and Services for in	nstallation and service of single spaced meters
ontract Agreement O Lease / Rent O Amendm	nent O
erm Start Date: 03/01/2023 Term End Date: 11/21/2	026
Approved by Council	Date:
ontract / Lease:	
mendment #to the Or	
crease/(Decrease) Amount \$	
tend Termination Date to:	
Approved by Council	Date:
mendment is for:	
3. Procurement History: First of (4) four year contract	
Purchasing Officer Review:	Feb 13, 2023
Comment & Exceptions: Procured via Coop	Date:
4. Funding Source: Parking Accounting/Service Contracts Andy Hopkins	Org / Object: 5350452/510310
Budget Officer Approval:	
Comment & Exceptions:	Feb 13, 2023 Date:
	Feb 13, 2023
Staff Contact who completed this form: Angelica M. Serrano	Feb 13, 2023
Staff Contact who completed this form: Angelica M. Serrano Email: amserrano@santafenn	Phone # 505.955.6711
Email: amserrano@santafenn	Phone # 505.955.6711
Email: amserrano@santafenn To be recorded by City Clerk: Clerk #	Phone # 505.955.6711
	Phone # 505.955.6711



CITY OF SANTA FE PROCUREMENT CHECKLIST

Contractor Name: IPS Group Incorporated
Procurement Title: General Services Contract
Procurement Method: State Price Agreement Cooperative Sole Source Other
Exempt Request For Proposal (RFP) Invitation To Bid (ITB) Contract under 60K Contract over 60K
Department Requesting Public Works Staff Name Angelica M. Serrano
Procurement Requirements:
A procurement file shall be maintained for all contracts, regardless of the method of procurement. The procurement file shall contain the basis on which the award is made, all submitted bids, all evaluation materials, score sheets, quotations and all other documentation related to or prepared in conjunction with evaluation, negotiation, and the award process. The procurement shall contain a written determination from the Requesting Department, signed by the purchasing officer, setting forth the reasoning for the contract award decision before submitting to the Committees.
REQUIRED DOCUMENTS FOR APPROVAL BY PURCHASING*
YES N/A
Approved Procurement Checklist (by Purchasing) Memo addressed to City Manager (under 60K) Committees/City Council (over 60K) State Price Agreement RFP
Evaluation Committee Report ITB
Bib Tab
Quotes (3 valid current quotes)
Cooperative Agreement
Sole Source Request and Determination Form Contractors Exempt Letter
Contractors Exempt Letter Purchasing Officers approval for exempt procurement
BAR
FIR
Executed Contract, Agreement or Amendment
Current Business Registration and CRS numbers on contract or agreement Summary of Contracts and Agreements form
Summary of Contracts and Agreements form Certificate of Insurance
All documentation presented to Committees
Other:
Angelica M. Serrano Administrative Manager 2.7.2023
Department Rep Printed Name (attesting that all information included) Contracts Supervisor Feb 13, 2023
Purchasing Officer (attesting that all information is reviewed) Title Date
ITT Representative (attesting that all information is reviewed) Title Date
Include all other substantive documents and records of communication that pertain to the procurement and contract.



CERTIFICATE OF LIABILITY INSURANCE

3/19/2023

3/4/2022

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER	Lockton Insurance Brokers, LLC	CONTACT NAME:				
	License #0F15767 4275 Executive Square, Suite 600	PHONE FAX (A/C, No. Ext): (A/C, No): E-MAIL ADDRESS:				
La Jolla CA 92037 (858) 587-3100		INSURER(S) AFFORDING COVERAGE				
	INSURER A: National Fire Insurance Co of Hartford	20478				
INSURED	IPS Ciroun Inc	INSURER B: Valley Forge Insurance Company	20508			
13//909 7	7737 Kenamar Court	INSURER C: The Continental Insurance Company				
	San Diego CA 92121	INSURER D: Lloyd's Syndicate 457 (Munich Re Syndicate Limited)				
		INSURER E: American Casualty Company of Reading, PA 20				
		INSURER F :				

COVERAGES IPSGR01 CERTIFICATE NUMBER: 12813149 REVISION NUMBER: XXXXXXX

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

NSR	R TYPE OF INSURANCE		SUBR	VD POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMIT	s
A	X COMMERCIAL GENERAL LIABILITY GLAIMS-MADE X OCCUR	Y	N	4034952942	3/19/2022	3/19/2023	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 1,000,000 \$ 1,000,000
							MED EXP (Any one person)	\$ 15,000
							PERSONAL & ADV INJURY	\$ 1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	\$ 2,000,000
	POLICY X PRO-						PRODUCTS - COMP/OP AGG	\$ 2,000,000
	OTHER:							\$
В	X ANY AUTO		N	6013847872	3/19/2022	3/19/2023	COMBINED SINGLE LIMIT (Ea accident)	\$ 1,000,000
			1 4				BODILY INJURY (Per person)	\$ XXXXXXX
OWNED SCHEDULED AUTOS							BODILY INJURY (Per accident)	\$ XXXXXXX
X HIRED X NON-OWNED AUTOS ONLY					1		PROPERTY DAMAGE (Per accident)	\$ XXXXXXX
						Comp./Coll. Ded	\$ 1,000	
	X UMBRELLA LIAB X OCCUR EXCESS LIAB CLAIMS-MADE		N	4034952990	3/19/2022	3/19/2023	EACH OCCURRENCE	\$ 20,000,000
						1 - 7	AGGREGATE	\$ 20,000,000
	DED RETENTION\$							\$ XXXXXXX
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		N	5093308451 (CA)	3/19/2022	3/19/2023	X PER OTHER	
- 1				5093308496 (AOS)	3/19/2022	3/19/2023	E.L. EACH ACCIDENT	\$ 1,000,000
			in NH)				E.L. DISEASE - EA EMPLOYEE	\$ 1,000,000
						E.L. DISEASE - POLICY LIMIT	s 1,000,000	
D	Tech E&0/Cyber	Ñ.	N	01MRCT0000037-00	3/19/2022	3/19/2023	Each Occ. 5,000,000; Agg.: 5,000,000; Ded.: 100,000	

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Worker's Compensation insurance does not apply to states ND, OH, WA, WY. Tech E&O/Cyber provides coverage for Network Security and Privacy Liability, as well as Breach Event, Cyber Extortion, and Business Interruption Re: Parking Meter Field Trial Agreement. City of Santa Fe, NM is named as Additional Insured to the extent provided by the policy language or endorsement issued or approved by the insurance carrier.

CERTIFICATE HOLDER	CANCELLATION
12813149 City of Santa Fe, NM P.O. Box 909	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
Santa Fe NM 87505	AUTHORIZED REPRESENTATIVE

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City of Santa Fe

Treasury Department 200 Lincoln Ave.

Santa Fe, New Mexico 87504-0909

505-955-6551

Business Name: IPS GROUP INC

DBA: IPS GROUP INC

Business Location: PO BOX 319 ALPHARETTA, GA 30009

Owner: IPS GROUP INC

Issued Date: March 24, 2022

License Number: 221405

Expiration Date: March 24, 2023

CRS Number: 03279538006

License Type: Business License - Renewable

Classification: Out of Jurisdiction Business License

Fees Paid: \$10.00

ALPHARETTA, GA 30009-0319 IPS GROUP INC PO BOX 319

APPROPRIATE PERMITS MUST BE OBTAINED FROM THE CITY THIS IS NOT A CONSTRUCTION PERMIT OR SIGN PERMIT. OF SANTA FE BUILDING PERMIT DIVISION PRIOR TO COMMENCEMENT OF ANY CONSTRUCTION OR THE INSTALLATION OF ANY EXTERIOR SIGN.

THIS REGISTRATION/LICENSE IS NOT TRANSFERRABLE TO OTHER BUSINESSES OR PREMISES.

TO BE POSTED IN A CONSPICUOUS PLACE

7:37 in runnin e cont Sin Dago (a 933) 1677 630 6639 150/000 com



November 1, 2022

City of Santa Fe By e-mail

Dear Sirs,

Re: Proposed contract based on NCPA

We understand that you intend to contract with IPS Group, Inc. ("IPS") for the supply of parking services. We further understand that you wish to contract based on the NCPA contract.

IPS confirms that we are willing to extend all the terms and conditions and pricing to the City of Santa Fe as contained in the NCPA contract.

Please let us know if you require any further information.

Yours sincerely,

Brian Webber IPS Group, Inc.

General Counsel

EXHIBIT A



Date:

12/06/22

Sales Quote #: Customer ID: IPS-2022-093098967

IPS Group, Inc. 7737 Kenamar Ct San Diego CA 92121 Rolando Barbosa City of Santa Fe Angelica Serrano

Salesperson Shipping Method		Contract	Payment Terms		Due Date
		Shipping Terms	Delivery Date		
QTY	ITEM#	DESCRIPTION	Monthly Fee	L	INE TOTAL
	895-504-AB-R 895-504-AB-R	METERS MK5 Model 895 SSPM Meter Mechanism w/Standard Dome w/NFC2A MK5 Model 895 SSPM Meter Mechanism w/Standard Dome w/NFC2A	\$240.00 \$240.00	\$ \$	144,000.00 49,920.00
		ON GOING FEES		\$	•
1,082		Data MGMT Fee (estimated cost for four years, based on 1,082 active meters annually)	\$6.25	\$	324,600.00
405,000		CC Transaction Fees (estimated annual cc transaction fees)	\$0.13	\$	210,600.00
				\$	
4		FREIGHT AND INSTALLATION			
1		Onsite Installation	\$5,700.00	\$	5,700.00
1		Freight	\$5,698.48	\$	5,698.48
			Subtotal	\$	740,518.48
			Sales Tax		0.00%
			Total	\$	740,518.48

OFF STREET FEES OPTIONS	X American management			
MONTHLY FEES	0 PHON 1	OFTION 2		
Secure Wireless Gateway/Data Fee & Meter Mgmt System	\$6.25	\$8.75		
Secure Credit Card Gateway Fee (per transaction)	\$0.13	\$0.06		

NOTE: Additional angoing costs associated with wireless services, management system access, and credit card fees are angoing and outline above. Pricing does not include any applicable state or local taxes that are required to be paid by the City currently or in the future. Ongoing fees are subject to annual adjustment due to increases in Inflation as published by the US Bureau of Lobor Statistics for All Items Consumer Price Index for All Urban Consumers (CPIU) for the US City Average

To accept this quote please sign:	
Purchase Order:	

Any additional costs for permitting/tax will be added to the final invoice cost

THANK YOU FOR YOUR BUSINESS!



ME Single-Space Meter

Setting the industry standard for Single-Space Smart Parking Meters, the IPS M5TM provides a simple, customer-friendly experience and is more cost-effective and reliable than alternatives. The M5 mechanism retrofits into your current parking meter housings for fast installation and uses energy-efficient solar power. Multiple payment options are available including credit/debit card, coins and optional contactless with Apple Pay® and Google Pay™, smart card, tokens, and mobile payment integration. Configuration management and real-time data are accessed via the fully integrated, web-based Data Management System.



KEY BENEFITS

Flexible: Retrofits almost all housings (Duncan, MacKay, and POM); less than 15 seconds to install, no modifications needed

Durable Design: Mechanism is protected by zinc alloy meter dome and UV-resistant, anti-fog Lexan™ cover

Customer Friendly: Intuitive payment navigation; easy-to-read mechanical buttons rated for more than 250,000 cycles

Enhanced Visibility: Tri-colored LED lights on front and back communicate status: paid (green), unpaid (red), and fault (yellow)

Greater Security: Vandal-resistant coin slot/chute allows for worry-free operation and quick servicing

Environmentally Friendly: Solar panel and combination rechargeable/back-up battery pack maximizes ongoing power

Reliable: Operable in harsh weather such as snow, sleet, rain, humidity, salty coastal air, dust storms, extreme cold and heat

Improved Tracking: RFID identifies meter location, downloads operating parameters upon installation/replacement

Integration-Ready: Allows for seamless integration with Smart Sensors, Mobile Payment, and other applications









Model 247



Model 895



PAYMENT OPTIONS

- · Accepts payment with credit/debit card, coins, tokens, and smart card
- Optional Contactless/NFC payment with Apple Pay[®] and Google Pay[™]
- Integrates with IPS PARK SMARTER™ and any third-party mobile payment application
- · Ensures secure credit card transactions with PA-DSS and Level 1 PCI-DSS certification



WIRELESS COMMUNICATIONS

- Wireless communication via the cellular network enables secure connection to IPS Data Management System (DMS), eliminates need for additional communication hardware
- Notifies parking operations staff of any faults, such as a card reader or coin validator jam, via text message, email, or both
- Supports optional power-efficient BLE that enables in-vehicle and smart payments, as well as fully integrates with other IPS technology like the Smart Collection System



GRAPHICAL DISPLAY

- Certified to operate in all climate types
- · Provides simple user experience through large 160x160 pixel, backlit LCD
- Supports remote programming of dynamic rates via web-based DMS
- Displays clear, easy-to-read user instructions; custom messaging and images configured remotely from the DMS



CENTRALIZED DATA MANAGEMENT SYSTEM

- Aggregates all parking data sources in comprehensive parking management solution that includes robust reporting, data analytics and key insights
- Seamless integration with IPS Smart Parking Ecosystem including smart sensors and enforcement and permitting solutions optimizes parking operations
- Synchronizes with IPS Tech Tools to enable remote management of maintenance, enforcement, collections and more from a smartphone or tablet



For more information on the IPS Fully Integrated Smart Parking Ecosystem, please contact us. Schedule a Q&A: 877.630.6638 | ipsgroup.com

ITEM # 18-1266

AGREEMENT TO PURCHASE PARKING METER EQUIPMENT AND RELATED SERVICES

This Agreement To Purchase Parking Meter Equipment And Related Services ("Agreement") is made effective retro-actively to March 21, 2018 (the "Effective Date"), by and between the City of Santa Fe, NM, a municipal corporation (the "City"), and IPS GROUP, INC., a Pennsylvania corporation ("IPS"), with reference to the following:

RECITALS

- A. City is a municipal corporation duly organized and validly existing under the laws of the State of New Mexico with the power to carry on its husiness as it is now being conducted under the statutes of the State of New Mexico and the Charter of the City of Santa Fe.
- B. IPS is a Pennsylvania corporation that is qualified to do business, and is doing business, in the State of California. In addition IPS is authorized to and conducts business in the State of New Mexico. IPS markets and supports a certain web-based system and operating system software known as the IPS Data Management System (the "DMS").
- City seeks to continue using the IPS smart parking meters system for use by the City's Parking Operations pursuant to the terms and conditions of this contract.
- D. IPS has duly performed all prior work for the City regarding parking meters and related services, pursuant to the prior contract, and there are no known claims related to the prior contract. As this contract shall now replace any and all prior contract(s), and to prevent any doubt, the City waives any and all claims, which it has or may have against the IPS arising out of or in connection with the IPS's execution of the prior contract.
- E. City and IPS desire to enter into this Agreement for IPS to provide continuing services of the <u>single</u> <u>space parking meters</u> and related equipment (the "Equipment") in conjunction with the IPS Data Management System (DMS) (collectively, "IPS Equipment and Software") to the City upon the terms and conditions set forth below.

Now, therefore, the parties agree as follows:

TERMS AND CONDITIONS

1. Term of Agreement.

- 1.1. Initial Term. The term of the Agreement means the period from the Effective Date above and will be in effect for a period of three (3) years ("Initial Term").
- 1.2. Option to Extend. City shall have the option to extend the term of the Agreement for 2 additional one (1) year increments, for a total period not to exceed five (5) years. City shall notify IPS of its intention to exercise the option to extend the Agreement at least ninety (90) days prior to the end of each such term.

2. IPS Services.

- 2.1. Scope of Services. IPS agrees to diligently undertake, perform, and complete all of the services ("Services") described in Attachment A.
 - 3. City Services & Responsibilities. The City agrees to:
- 3.1. Make available to IPS any currently existing documents, data or information required for the performance of the Services, including any material updates therein.
- 3.2. Designate a representative authorized to act on behalf of the City.
- 3.3. Keep, at its own cost and expense, the Equipment in good repair, condition and working order.
- 3.4. Notify IPS of any need for warranty repair work and coordinate the return process with IPS
- 3.5. Provide first line of preventative maintenance for all meter mechanisms for the term of this Agreement.
- 3.6. Be solely responsible for meter posts and housings, including keeping meter posts, keys locks and housings in good working order and in compliance with all applicable laws
- 3.7. Use the Equipment in the proper manner and comply with and conform to all national, state, and local laws and regulations in any way relating to the possession, use or maintenance of such equipment.
- 3.8. Be fully responsible, at its own cost and expense, to provide and maintain a merchant account and associated merchant account services using a City designated third party provider.

4. Equipment Delivery and Installation.

- 4.1 When ordered, IPS shall deliver new, fully-tested Equipment. No used or previously owned Equipment will be allowed unless otherwise agreed to in writing by the City.
- 4.2. Coordinated installation of all Equipment will take place during standard business hours.
- 4.3. City staff, in conjunction with IPS staff, will inspect parking meter equipment following installation to ensure proper installation and operation. Unless otherwise notified in writing, the Equipment shall be deemed accepted at the time of installation of the Equipment, but no later than ten (10) business days following completed installation or thirty (30) days following delivery, whichever occurs first.

5. Compensation

- 5.1 The City will compensate IPS for the purchase of IPS Equipment and Software, as set forth in Attachment B.
- 5.2. City further agrees to pay to IPS the amounts specified in Attachment B on a Net 30 basis from the date of invoice.
- 5.3. Notwithstanding anything to the contrary stated elsewhere, payment for the Equipment shall be due and paid upon delivery of each batch of Equipment (if part deliveries are permitted in the Agreement) to the City.

- 5.4. City agrees to promptly notify IPS in writing of any dispute with any invoice, and that invoices for which no such notification is made within 10 business days after receipt of the invoice shall be deemed accepted by the City.
- 5.5. All pricing excludes any taxes that may be applicable to the City. Any applicable taxes will be added to invoices and will be paid by the City on submission of an invoice. Exemption from the payment of applicable taxes shall be provided by the City in writing.
- 5.6. Pricing shall remain fixed during the Initial Term after the effective date of this Agreement. After this initial period, IPS shall have the right to adjust Agreement pricing due to increases in Inflation as published by the US Bureau of Labor Statistics for All Items Consumer Price Index for All Urban Consumers (CPI-U) for the U.S. City Average, and will not exceed 3% compounded annually.

6. Risk and Title.

6.1 IPS shall bear risk of loss of the Equipment, including any damage sustained during transportation to the delivery site. Risk in the Equipment shall pass to City upon delivery. Transfer of title to Equipment shall pass to City upon payment.

7. Warranties.

- 7.1. IPS shall provide a limited 12-month warranty on all newly purchased Equipment as described in Attachment A, IPS Limited Warranty, on all Equipment. Extended warranties are available for an additional fee.
- 7.2. IPS shall provide technical support via telephone Mondays through Fridays from 8:00 AM to 4:00 PM PST. IPS can provide on-site services at the City's request. Lead times and costs for such services will be provided at the time of the request. IPS shall ensure the availability of current manuals and shall provide all manuals for any future upgraded or new services to the City.
- 7.3. Wireless Coverage & Longevity: IPS does not operate a mobile wireless network, but relies on third party carriers for this service. Carriers from time to time may change coverage areas, wireless technology platforms or make other network changes that are not within the control of IPS. During the term of this contract, IPS shall provide the City the ability to upgrade or change carriers as needed at the prices contained herein or at such prices as may be agreed. Any such change or upgrades shall be at the sole cost and discretion of the City.
- 7.4. THE WARRANTIES CONTAINED IN THE AGREEMENT DOCUMENTS ARE IPS'S SOLE AND EXCLUSIVE WARRANTIES. THE EXTENT OF IPS'S LIABILITY FOR A WARRANTY CLAIM IS LIMITED TO THE REPAIR OR REPLACEMENT OF THE DEFECTIVE EQUIPMENT OR DEFECTIVE SERVICE. IPS AFFIRMATIVELY EXCLUDES ANY AND ALL OTHER WARRANTIES, CONDITIONS, OR REPRESENTATIONS (EXPRESS OR IMPLIED, ORAL OR WRITTEN), WITH RESPECT TO THE EQUIPMENT AND/OR SERVICES PROVIDED INCLUDING ANY AND ALL IMPLIED WARRANTIES OR CONDITIONS OF TITLE, MERCHANTABILITY, OR FITNESS OR SUITABILITY FOR ANY PURPOSE (WHETHER OR NOT IPS KNOWS, HAS REASON TO KNOW, HAS BEEN ADVISED, OR IS OTHERWISE IN FACT AWARE OF ANY SUCH PURPOSE) WHETHER ARISING BY LAW OR BY REASON OF CUSTOM OF THE TRADE.

8. Intellectual Property and Confidential Information.

- 8.1. IPS represents and warrants that it owns or has acquired all requisite rights and licenses to use all intellectual property embodied, practiced or employed in IPS Equipment and Software being used by the City.
- 8.2. IPS hereby grants the City, including its departments, commissioners, officials, officers, employees, consultants, and agents (collectively, "City") all the rights and licenses required to use IPS Equipment and Software. Such rights and licenses are non-assignable, non-transferable and non-exclusive, and specific only to use within the City for the specific purposes of this Agreement.
- 8.3. All pre-existing and independently developed intellectual property, and any derivation thereof, including but not limited to designs, models, inventions, processes, methodologies, software, associated documentation, software upgrades, modifications and customizations, copyrightable material and other tangible and intangible materials authored, and combinations thereof, prepared, created, made, delivered, conceived or reduced to practice, in whole or in part, by the IPS and provided to the City ("Pre-Existing and Independently Developed IP") will at all times remain the sole and exclusive property of IPS and/or its vendors. Nothing in this Section or elsewhere in this Agreement shall be construed as assigning, selling, conveying, or otherwise transferring any ownership rights or title in IPS's Pre-Existing and Independently Developed IP.
- 8.4. IPS understands the nature of public information and the requirement for the City to adhere to all rules and laws that apply to public information, such as the Freedom of Information Act, Public Records Act, and the like. Therefore, the City agrees that it shall not knowingly agree, assist, or sell any equipment or allow any third party to gain access to equipment, software, back-office software, reporting or documentation provided by IPS for any purpose, including but not limited to the purposes of inspection, benchmarking or reverse engineering or evaluation without the prior written consent of IPS, or as mandated by applicable law.
- 8.5. The provisions of this Section will survive expiration or termination of this Agreement.

9. Dispute Resolution.

9.1. If any dispute arises out of or relates to this Agreement, or the breach thereof, the parties agree to meet and confer and negotiate in good faith prior to initiating a suit for damages. However, this Section does not prohibit the filing of a lawsuit to toll the running of a statute of limitations or to seek injunctive relief. Either party may make a written request for a meeting between representatives of each party within 14 calendar days after receipt of the request or such later period as agreed by the parties. Each party shall include, at a minimum and to the extent possible, one senior level individual with decision making authority regarding the dispute. The purpose of this and any subsequent meeting is to attempt in good faith to negotiate a resolution of the dispute. If, within 30 calendar days after such meeting, the parties have not succeeded in negotiating a resolution of the dispute, they will proceed directly to mediation via a mutually agreed third party, with the cost of mediation equally shared between the City and IPS or as otherwise agreed to between the parties. Negotiation may be waived by a written agreement signed by both parties, in which event the parties may proceed directly to mediation as described above.

10. Termination of Agreement.

10.1. If either the City or IPS violates any material term or condition of this Agreement or fails to fulfill in a timely and proper manner its obligations under this Agreement, then the aggrieved party will give the other party (the "responsible party") written notice of such failure or violation. The responsible party will correct the violation or failure within 30 calendar days or as otherwise mutually agreed. If the failure or violation is not corrected, this Agreement may be terminated immediately by written notice from the aggrieved party. The option to terminate will be at the sole discretion of the aggrieved party.

11. Insurance.

11.1. IPS agrees to obtain and maintain during the term of this Contract the following minimum insurance. Certificates of Insurance: Prior to commencing work under the contract, IPS agrees to furnish Certificates of Insurance coverage as set forth below. The premiums for such insurance shall be paid by IPS.

11.2. Commercial General Liability.

- 11.2.1. Minimum Limits: IPS shall obtain minimum limits of \$1,000,000.00 each occurrence for bodily injury and property damage, \$1,000,000.00 general aggregate, \$1,000,000.00 products/completed operations aggregate, and \$1,000,000.00 personal and advertising injury. The general aggregate limit shall apply on a "Per Project" basis. These minimum limits may obtained by a primary liability policy, umbrella/excess liability policy, or any combination thereof.
- 11.2.2. Additional Insured: If IPS is required to indemnify certain parties, then IPS shall include such indemnified parties as additional insureds under its Commercial General Liability Policy for liability due to IPS's negligence resulting from IPS's work for the indemnified parties. A copy of the additional insured endorsement shall accompany IPS's certificate of insurance.
- 11.3. Automobile Liability, including bodily injury and property damage coverage.
 - 11.3.1. Minimum Limits: IPS shall obtain minimum limits of \$2,000,000.00 each occurrence for all owned, hired, and non-owned vehicles written on a policy form equivalent to Insurance Services Office coverage form CA 0001. These minimum limits may obtained by a primary liability policy, umbrella/excess liability policy, or any combination thereof.
- 11.4. Workmen's Compensation. IPS shall obtain Worker's Compensation in accordance with Federal and State Laws for all States in which work is performed.
 - 11.4.1. Waiver of Subrogation: IPS shall provide a waiver of subrogation with respect to workers compensation in favor of the City. A copy of the endorsement shall be attached to the certificate of insurance.
- 11.5. Employer's Liability Coverage. IPS shall obtain Employers Liability Coverage of at least \$1,000,000.00 each accident, \$1,000,000.00 disease policy limit and \$1,000,000.00 disease each employee.

- 11.6. Professional [E&O], Data Breach, and Cyber Liability. IPS shall maintain Professional (E&O), Data Breach Liability, and Cyber Liability coverage in the amount of not less than \$2,000,000.00 per claim. Coverage may be written on a claims made basis.
- 11.7. Cancellation: IPS shall provide to contract holder 30 days' notice in the event of cancellation, termination, or non-renewal without replacement. This notice shall be 10 days in the event cancellation for non-payment of premium.
- 11.8. Carrier Rating: All carriers must have an AM Best rating of no less than A IX.

12. Defense and Indemnification.

- 12.1. IPS agrees to defend with counsel reasonably acceptable to the City and indemnify City, its elected and appointed officials, officers, agents, employees, contractors and agents (collectively, the "Indemnified Parties") from and against losses, claims, expenses (including, but not limited to, reasonable attorneys' fees), costs, liabilities or damages (collectively, "Losses") arising from IPSs breach of its obligations under this Agreement, arising from IPS's acts or omissions, for any Losses incurred by or asserted against any one or more or all of the Indemnified Parties by reason of damage to property or injury to, or death of, any person, caused by the acts, omissions, or negligence of IPS, its employees, agents or contractors. IPS shall not be responsible for any Losses attributable to acts, omissions, or negligence of the Indemnified Parties nor for any Losses arising directly or indirectly caused by acts of vandalism.
- 12.2. Notwithstanding the foregoing, this indemnification shall not apply to claims made by third parties in instances in which (a) IPS simply followed the directions or instructions provided by City; (b) City changed, modified or altered the services rendered or tasks performed by IPS such that, absent City's actions, no such claims would have been brought against IPS and/or City; or (c) the claims asserted by a third party derive from the combination of technology and/or intellectual property of IPS when used with City's owned or licensed technology and/or intellectual property such that, absent such combination, no such claims could have independently been brought by or against IPS.
- 12.3. In order for City to obtain the indemnification from IPS specified herein, City must (a) promptly notify IPS in writing of the claims for which indemnification is sought; (b) provide IPS with copies of all pleadings, writings and documents pertaining to such claim; (c) permit IPS to control the defense of such claim and all settlement discussions in regards to resolving such claim; and (d) provide reasonable cooperation to Contactor in regards to the litigation or negotiation of a resolution of such claim. Notwithstanding the foregoing sentence, IPS will not enter into any settlement without City's prior written consent, unless all third party claims against City are released without any further liability on City's part. This paragraph shall survive the termination or expiration of this Agreement.
- 12.4. Nothing in this Agreement shall constitute any form of real or implied revenue guarantee by IPS.
- 12.5. Limits of Liability: NOTWITHSTANDING ANYTHING CONTAINED IN THIS AGREEMENT TO THE CONTRARY, IN NO EVENT SHALL EITHER PARTY BE RESPONSIBLE FOR SPECIAL, INDIRECT, INCIDENTAL, CONSEQUENTIAL, EXEMPLARY OR PUNITIVE DAMAGES OF ANY KIND OR NATURE, INCLUDING WITHOUT LIMITATION, LOST PROFITS, LOST REVENUES OR OTHER MONETARY LOSS, ARISING OUT OF OR RELATED TO THIS AGREEMENT AND ANY ACTIONS OR

OMISSIONS WITH RESPECT THERETO, WHETHER OR NOT ANY SUCH MATTERS OR CAUSES ARE WITHIN A PARTY'S CONTROL OR DUE TO NEGLIGENCE OR OTHER FAULT ON THE PART OF A PARTY, ITS AGENTS, AFFILIATES, EMPLOYEES OR OTHER REPRESENTATIVES, AND REGARDLESS OF WHETHER SUCH LIABILITY ARISES IN TORT, CONTRACT, BREACH OF WARRANTY OR OTHERWISE. ANY LIABILITY INCURRED BY IPS IN CONNECTION WITH THIS AGREEMENT SHALL BE LIMITED TO THE LESSER OF THE CONTRACT VALUE OR THE INSURANCE LIMITS AS SET FORTH IN THIS AGREEMENT.

13. Liens and Taxes.

13.1. City shall keep the parking meter equipment free and clear of all levies, liens, and encumbrances, except those created by this Agreement. City shall pay, when due, all charges and taxes (local, state, and federal), which may now or hereafter be imposed in conjunction with this Agreement.

14. Notices.

14.1. All notices under this Agreement must be in writing, shall refer to the title and effective date of this Agreement, and shall be sufficient if given personally, sent and confirmed electronically, or mailed certified, return receipt requested, postage prepaid, and at the address hereinafter set forth or to such address as such party may provide in writing from time to time. Any such notice will be deemed to have been received five days subsequent to mailing. Notices shall be sent to the following addresses:

> IPS: IPS Group, Inc. 7737 Kenamar Court San Diego, CA 92121 Attn: Chad Randall

chad.randall@ipsgroupinc.com

tel: 858-4040-0607

City:

City of Santa Fe Parking Division 500 Market St. Suite 200 Santa Fe, NM 87501 Attn: Sara Smith sjsmith@ci.santa-fe.nm.gov

tel: 505-955-6674

15. Relationship of the Parties and Third Party Beneficiaries.

15.1. This Agreement shall not be construed as creating an agency, partnership, joint venture or any other form of association between the parties, and both parties shall be and remain independent entities. Neither party has the right or authority, express or implied, to assume or create any obligation of any kind, or to make any representation or warranty, on behalf of the other party or to bind the other party in any respect whatsoever, except as otherwise provided in this Agreement. No person shall claim any right, title or interest under this Agreement or seek to enforce this Agreement as a third party beneficiary of this Agreement.

16. Assignment.

- 16.1. Should the City enter into an agreement with a third party for parking operations during the term of this Agreement, IPS shall provide that operator the same rights, terms, and conditions as included in this Agreement. Such assignment shall not be effective unless and until the City has provided notice to the IPS of such assignment, and any such third party will be required to adhere to all terms and conditions contained herein.
- 16.2. IPS may not assign, hypothecate or transfer this Agreement or any interest therein directly or

indirectly, by operation of law or otherwise without the prior written consent of City, which shall not be unreasonably withheld.

17. General Provisions.

- 17.1. Waiver. A waiver of any breach of this Agreement shall not be deemed a waiver of any subsequent breach of the same or any other term, covenant or condition of this Agreement. No delay or failure on the part of either party to insist on compliance with any provision of this Agreement shall constitute a waiver of such party's right to enforce such provision, no matter the length of the delay. In the case of any granted waiver by the consenting Party, which must be provided in writing, such waiver shall not constitute a waiver of the same obligation or any other obligation under this Agreement.
- 17.2. Non-Discrimination. During the term of this Agreement, IPS shall not discriminate against any employee or applicant for an employment position to be used in the performance of services by IPS hereunder, on the basis of ethnicity, race, age, religion, creed, color, national origin, ancestry, sex, gender, sexual orientation, physical or mental disability, medical condition, or citizenship status or as applicable by law.
- 17.3. Records. IPS shall maintain, throughout the term of the Agreement and for a period of three years thereafter, detailed records of services rendered and payments received. The City shall have the right to audit the billing both before and after payment. Payment under this Agreement shall not foreclose the right of the City to recover excessive or illegal payments.
- 17.4 Modification or Amendment. No oral modifications shall be effective and nothing shall be deemed as a modification of this Agreement unless provided in writing and signed by both Parties.
- 17.5. Entire Agreement. This Agreement sets forth the entire agreement between the parties with respect to the subject matter hereof. Understandings, agreements, representations or warranties not contained in this Agreement, or as written amendment hereto, shall not be binding on either party. Except as provided herein, no alteration of any terms, conditions, delivery, price, quality or specifications of this Agreement shall be hinding on either party without the written consent of both parties.
- 17.6. Integration. This Agreement may be executed in multiple counterparts each of which shall be deemed an original, but all of such taken together shall constitute only one Agreement, superseding all prior understandings, oral or written; and it is expressly understood and that this Agreement does not obligate either party to enter into any other or further agreements.
- 17.7. Governing Law. This Agreement shall not be construed against either party regardless of which party drafted it. This Agreement shall be construed and enforced according to the laws of the State of New Mexico, without regards to conflict-of-laws principles, and all local laws, ordinances, rules, and regulations of the City of Santa Fe.
- 17.8. Venue and Jurisdiction. The City and IPS agree that the venue shall be in New Mexico. Any action arising out of this Agreement may only be brought in either a federal to state court of competent jurisdiction, as appropriate, in New Mexico. The parties agree that venue exists in either court. Any action or suite commended in the courts of the State of New Mexico shall be brought in the First Judicial District Court.

- 17.9. Force Majeure. If any party is prevented from performing its obligations stated in this Agreement by any event not within the reasonable control of that party, including, but not limited to, acts of God, war, civil disturbance, insurrection, civil commotion, destruction of production facilities or materials by earthquake, fire, flood or storm, labor disturbances including strikes or lockouts or epidemic, and failures of public utilities (such as internet, cellular network, and electricity), it shall not be in default in the performance of its obligations stated in this Agreement. Provided, however, any party delayed by such an event shall request an extension of time to perform its obligations stated in this Agreement by notifying the party to which it is obligated within ten days following the event. If the notified party agrees that the event was the cause of the delay, the time to perform the obligations stated in this Agreement shall be extended by the number of days of delay caused by the event. If the required notice is not given by the delayed party, no time extension shall be granted. If any event of force majeure exists for a continuous period of more than 120 days, then either party shall be entitles to terminate this Agreement without being liable for any claim from the other party.
- 17.10. Severability. If any provision in this Agreement subsequently is determined to be invalid, illegal or unenforceable, that determination shall not affect the validity. legality or enforceability of the remaining provisions stated in any section or sub-section of this Agreement unless that effect is made impossible by the absence of the omitted provision.
- 17.11. Authorization. Both parties represent and warrant that the person executing this Agreement on behalf of each party is an authorized agent who has actual authority to bind each party to each and every term, condition, and obligation of this Agreement and that all requirements of each party have been fulfilled to provide such actual authority.
- 17.12. Determination. Notwithstanding anything to the contrary, should either Party be required to make any determination in terms of this Contract, such determination shall be made in a reasonable and objective manner.
- 17.13. Binding Document. The City and IPS each binds itself, its partners, successors, assigns, and legal representatives to the other party hereto in respect to all covenants, conditions, and obligations contained in the Agreement.
- 17.14. Section Headings. All section headings in this Agreement are for the convenience of reference and are not intended to define or limit the scope of any provision of this Agreement.
- 17.15. Survival of Provisions and Obligations. Any provision of this Agreement, which by its nature must be exercised after termination of this Agreement, will survive termination and remain effective for a reasonable time. Any obligation that accrued prior to termination of this Agreement will survive termination of this Agreement.

18. Termination.

18.1. This Agreement may be terminated by the City upon 30 days written notice.

19. New Mexico Tort Claims Act.

19.1. Any liability incurred by the CITY in connection with this Agreement is subject to the immunities and limitations of the New Mexico Tort Claims Act, Section 41-4-1, et. seq. NMSA 1978, as amended. The CITY and its "public employees" as defined in the New Mexico Tort Claims Act, do not waive

sovereign immunity, do not waive any defense and do not waive any limitation of liability pursuant to law. No provision in this Agreement modifies or waives any provision of the New Mexico Tort Claims Act.

20. Appropriations.

20.1. The terms of this Agreement are contingent upon sufficient appropriations and authorization being made by the CITY for the performance of this Agreement. If sufficient appropriations and authorization are not made by the CITY, this Agreement shall terminate upon written notice being given by the CITY to IPS. The CITY's decision as to whether sufficient appropriations are available shall be accepted by IPS and shall be final.

21. Release.

21.1. IPS, upon acceptance of final payment of the amount due under this Agreement, releases the CITY, its officers and employees, from all liabilities, claims and obligations whatsoever arising from or under this Agreement. IPS agrees not to purport to bind the CITY to any obligation not assumed herein by the CITY unless IPS has express written authority to do so, and then only within the strict limits of that authority.

22. Third Party Beneficiaries.

22.1. By entering into this Agreement, the parties do not intend to create any right, title or interest in or for the benefit of any person other than the CITY and the IPS. No person shall claim any right, title or interest under this Agreement or seek to enforce this Agreement as a third party beneficiary of this Agreement.

23. Severability.

23.1. In case any one or more of the provisions contained in this Agreement or any application thereof shall be invalid, illegal or unenforceable in any respect, the validity, legality, and enforceability of the remaining provisions contained herein and any other application thereof shall not in any way be affected or impaired thereby.

In witness whereof, the parties have caused this Agreement to be executed the day and year first above written.

CITY OF SANTA FE

IPS GROUP, INC., a Pennsylvania Corporation

ALAN WEBBER, MAYOR

CHIEF OPERATING OFFICER

ATTEST:

IPS CRS # 63-274538-60 6 Business License # 18-00123189

APPROVED AS TO FORM:

ERIN K. MCSHERRY, CITY ATTORNEY

APPROVED:

MARY MCCOY, ENANCE DIRECTOR AN

52154.561750 513 317 Business Unit / Line Item

ATTACHMENT A

SCOPE OF SERVICES

M3™ or M5™ Single-Space Meter

IPS single-space meters provide customers and their patrons with a simple and consistent parking user experience which is more cost effective, customer-friendly, and more reliable than alternatives. The patented IPS solution uniquely provides a credit card enabled single-space meter. IPS smart meters offer multiple payment options (credit/debit card, optional contactless payment on M5°, coins, smart card, and tokens), access to real-time data, solar power technology, and a comprehensive web-based management system.

Primary Features/Benefits:

- Mechanism is protected by zinc alloy meter dome and UV resistant, anti-fog Lexan cover
- Keypad has four easy-to-read buttons for intuitive payment navigation—rated at more than 250,000 cycles
- LED lights on front and back of meter alert enforcement officers of meter status: paid (green), unpaid (red), and meter fault (yellow – M5 only)
- Vandal resistant coin slot/chute allows for worry-free operation and quick servicing
- Environmentally-friendly solar panel and combination rechargeable/back-up battery pack maximize ongoing power
- Proven ability to operate under varying environmental conditions such as snow, sleet, rain, humidity, dust storms, extreme cold, and extreme heat
- RFID technology automatically identifies the meter location and downloads the correct operating configurations
- (M5 meter version pictured here)



MS1™ Pay Station

The MS1™ pay station is the latest generation of unattended payment systems from IPS Group. The MS1™ incorporates the unique features of the Proven™ IPS single-space platform, while offering customer focused features such as IntelliTouch'™ transaction processing. The MS1™ features robust hardware design, which includes a stainless steel cabinet and scratch-resistant armored glass.

Primary Features/Benefits:

- Flexibility: The MS1th is available in pay-by-space, pay-and-display, and
 pay-by-plate models. A simple change of the keypad and a firmware update
 are all that are required.
- Unparalleled Power Efficiency: Powered by environmentally-friendly solar panel and combination rechargeable and back-up battery pack to maximize ongoing power.
- Customization: Configurable buttons available for help screens, alternative languages, max time, and more.
- Guaranteed Quality: High security stainless steel housing with weather and graffiti-resistant powder coating make it both durable and easy to maintain.
- Improved Visibility: Blue LED lighting above the display provides enhanced visibility for motorists, technicians, and collections staff.
- Customer-Friendly Interface: IntelliTouch™ provides additional flexibility
 when completing a transaction. Users may begin the payment sequence in
 any order. The MS1™ will then guide them through the transaction.
- Dependability: Pay stations communicate wirelessly on the GPRS/3G cellular network, ensuring fast and reliable communications while processing secure credit card authorizations, wireless downloads of rates and messages, and transmissions to DMS.
- Easy Maintenance: Modularly designed with the technician in mind for easy plug-and-play maintenance.
- Future-proof Design: IPS Group's open interface provides seamless
 integration with third-party systems, such as enforcement, permitting, and
 ANPR (automatic number plate recognition) in order to further optimize parking operations.



Revolution™ Upgrade Kits

The IPS Revolution¹⁴ Retrofit Kits are designed to retrofit outdated multi-space meter technology with IPS state-of-the-art parts. Installation will be scamless and will maximize the City's existing hardware while providing enhanced payment options and allowing integration with the IPS backed Data Management System (DMS).

Primary Features/Benefits:

- Flexibility: The upgrade kits are available in pay-by-space, pay-and-display, and pay-by-plate models. A simple change of the keypad and a firmware update are all that are required to support the different modes.
- Unparalleled Power Efficiency: Powered by environmentally-friendly solar panels and combination battery packs to maximize ongoing power.
- Customization: Configurable buttons include help screens, alternative languages, max time, and more.
- Improved Visibility: LED lighting above the display provides enhanced visibility for motorists, technicians, and collections staff.
- Customer-Friendly Features: IntelliTouch™ provides additional flexibility when completing a transaction.
 Users may begin the payment sequence in any order after which the pay station will guide them through the transaction.
- Dependability: Pay stations communicate wirelessly on the GPRS/3G cellular network, ensuring fast and reliable communications while processing secure credit card authorizations, wireless downloads of rates and messages, and transmissions to the Data Management System (DMS).
- Easy Maintenance: Modularly designed with the technician in mind for easy plug-and-play maintenance.
- Future-proof Design: IPS Group's open interlace provides seamless integration with third-party systems, such as enforcement, permitting, and ANPR (automatic number plate recognition) in order to further optimize parking operations.
- NOTE: Upgrade kit for Digital Luke 1 pictured here. Other makes and models are available.



Vehicle Detection Sensors

IPS Vehicle Detection Sensors reliably detect the presence and absence of a vehicle in a parking space, while recording arrival and departure times. IPS sensor data integrates seamlessly with the IPS data management system and third-party enforcement applications, creating a powerful system for monitoring real-time occupancy and analyzing parking trends. The IPS sensor uniquely directs all sensing information to the IPS parking meter cellular communications backbone, saving customers the bassle of installing additional network equipment and dramatically reducing the cost of ownership. The IPS sensor uses multiple sensing technologies to detect vehicles. Its unique design provides the most accurate data on the sensor market and allows for quick installation and servicing.

Benefits of IPS Sensors

- Ability to reset the meter to zero when a vehicle leaves the parking space.
- Ability to prevent meter feeding, thereby generating turnover.
- Ability to offer courtesy time resulting in positive public perception of the meters.
- · Access to real-time occupancy data.
- Installed under the ground or in the meter dome, eliminating the need for additional infrastructure.
- Proven to increase revenue.

Dome Mount (M5 only)

- Non-intrusive installation—sensor is integrated directly into the meter dome
- Easy access for maintenance and/or replacement
- Configuration for any parking environment
- Wireless connection to the IPS meter via cellular network—no additional infrastructure required

In Ground (M3 or M5)

- Underground sensor contains both power source and antenna for a completely wireless solution
- Wireless connection to the IPS meter via cellular network—no additional infrastructure required

Pole Mount (M5 only)

- Non-intrusive installation—sensor is mounted on the meter pole
- · Easy access for maintenance and/or replacement
- Wireless connection to the IPS meter via cellular network—no additional infrastructure required



Data Management System

The IPS Data Management System (DMS) is a real-time, web-based application that allows parking professionals to remotely monitor their parking network from anywhere, at any time.

REPORTING & ANALYTICS

A comprehensive set of financial, technical, and administrative reporting features paired with remote meter-configuration make the DMS both intuitive and powerful. DMS analytics creates a visual representation from large tables of data to help managers gain helpful insight into the patterns and trends of their parking program and leverage this information to derive future strategy and optimize systems.

All reports are flexible with customized views for comparison purposes and/or to reveal "what-if" scenarios. With these fully integrated tools, customers can better manage the financial aspects of the Park's parking program. All reports can be exported into various formats, including XLS, CSV, and PDF.

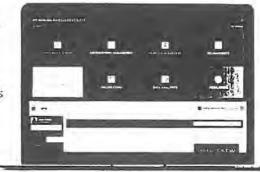
SEAMLESS INTEGRATION

The DMS allows managers to seamlessly integrate parking meters with vehicle detection sensors, pay-by-cell capability, and other smart applications. A standard web browser is the only tool required to access the DMS and to make changes/configurations to the Park's meters.

- Hardware requirements: IPS provides a hosted DMS; there is no local hardware required other than internet access.
- Network requirements: IPS recommends a high-speed internet connection to the DMS service, such
 as cable or DSL access.
- Operating system software requirements: An internet browser is the only tool required to access the system. Windows and Apple iOS are typical.
- Browser requirements: Any current internet browser will be sufficient to access the IPS DMS. MS.
 Explorer, Mozilla Firefox, Google Chrome, iOS supported browsers are all compatible, including mobile phone browsers.

PRIMARY FEATURES

- · Real-time updates and live alerts
- Customizable routes to maximize efficiency
- Seamless integration with all IPS meters and sensors
- Flexibility to use as much, or as little data as you choose
- · Ability to monitor meter health remotely
- Analytics view options to turn data into usable charts
- User profiles to control access
- Compatibility with Android OS and Apple iOS



CITATION ISSUANCE

The Mobile Enforcement Solution from IPS Group is an easy-touse handheld citation writer that ensures parking enforcement officers experience a convenient, quick and efficient citation issuance process. An officer can easily look up citation history, and once issued, citation information is transferred to a back office system for processing in real-time.

While lightweight and portable, the N5 Print citation writer is also rugged for heavy-duty use, and can withstand extreme weather conditions such as rain, sleet, and snow, and is mudresistant (an IP65 rating; Operating temps tested to MIL-STD 810F -20° to + 50° C). An integrated thermal printer produces easy-to-read tickets, and a magnetic strip and smart card reader is also included for payment collection. Other features include color photo syncing, e-chalking, and heat mapping.

The Enforcement Solution is compatible with all Android devices and printer configurations. All features listed below are included:



Features at-a-glance

- Real-time syncing to secure/encrypted web services
- · Scofflaw and customized notifications
- Customizable user dashboard
- High contrast easy-to-read screen even in harsh daylight conditions
- · Issuance and heat mapping
- Type-ahead field input
- · Automatically populate fields
- LPR function
- · E-chalking for timed parking
- · GPS and color images
- 2mp 1080p @3fps color imager
- · Automatic software updates
- Compatible with the latest Android operating system

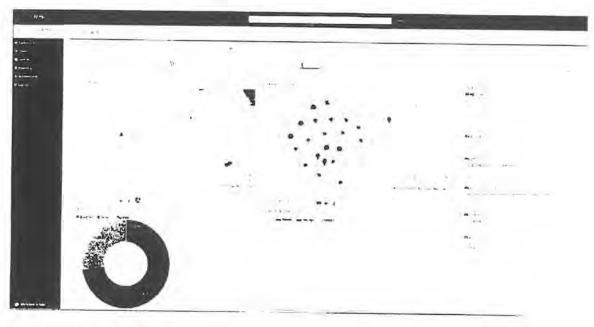
Enforcement Management System

The Parking Enforcement Management Solution by IPS is backed by the Enforcement Management System (EMS), a real-time web-based enforcement application that allows officers to manage all steps of the citation process lifecycle. An officer can monitor the citation processing status from the application, including collections and communication with citizens. Officers also have the ability to void a ticket in the field if necessary through EMS without incurring a cost per citation. The application also offers reporting capabilities for officers to generate monthly or on-demand reports.

Officers can easily obtain high-level citation summaries and additional information on cases including photos, notices and letters; and adjudications and voids. The Enforcement Management System also interfaces with the California DMV and NLETS (the National Law Enforcement Telecommunications Service) via highly secured and encrypted communication methods to ensure vehicle registration information such as holds and releases are obtained and processed quickly and accurately.

Features at-a-glance

- Integration with third-party parking services (pay stations, license-plate recognition technology (LPR), pay-by-phone applications)
- Cross-compatible interface across all operating systems and devices
- · Option for manual citation entry
- · Advanced search capability



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PAYMENT PORTAL

Online Public Portal

The Online Public Portal is a website that allows citizens to access their parking citation information in real time. Citizens can review the current status of their citation, pay or obtain information on how to contest their citation, review fine amounts including late fees, and obtain additional information.

Features at-a-glance

- Real-time access to citation status and transaction history
- · Accepts all major credit cards
- Cross-compatible interface that supports all browsers and devices

IPS accepts VISA. MasterCard, Discover and American Express via the Public Portal website. IPS provides all credit/debit-card processing via real-time authorization and processing. Credit/debit card payments are updated real-time to the citation records and receipts can be printed from the system for the public. Payments by credit card are accepted 24/7. The system secures immediate authorization from the processor, and immediately updates the permit in real time. The Public Portal website is fully PCI compliant. Citizens are allowed to submit an appeal online by enting all necessary information required by the City and given the option to upload any supporting documents with the request.



Comprehensive Support Program

IPS clearly understands the importance of ongoing project support and we encourage the City to speak with our references in this regard. We also understand that ongoing support is a critical element of any successful project and the basis of a long-term partnership. IPS is uniquely positioned to provide support services that will translate into the most responsive and comprehensive service offering available to the City.

Help Desk & Ongoing Support: IPS will be providing telephone-based help desk services during standard business hours from 8 a.m. to 5 p.m. CST. IPS offers a toll-free telephone option (877.630.6638). Additionally, IPS provides after-hours service in case of emergency 24/7/365. Additionally, IPS will provide contact information for all IPS senior staff.

Online Help & Manuals: IPS provides online help tools, such as product manuals, frequently asked questions, and a portal to submit and track help tickets. IPS offers the online ability to monitor and track RMA status and view help and training videos. These tools can be accessed 24/7.



Onsite Support: IPS will support the City with onsite project management and technical support during the implementation phase of the contract. Onsite support can be extended at the request of the City. Additional onsite support services can be quoted upon request.

Spare Parts and Warranty Repair Services: Our US-based facility ensures that spare parts are immediately available to the City at any time. The warranty repair process is managed through the DMS. IPS can solve most repair issues over the phone or will some additional training of City staff. For repair services not able to be first achieved on-site by the Customer or by phone, these meters will be returned to IPS at 7737 Kenamar Court, San Diego, CA, 92121, for repair or rework and IPS will endeavor to ship within 3-4 weeks of receipt, depending on the quantities received and work schedules. ALL RETURNS REQUIRE AN "RMA" NUMBER prior to shipment to IPS in order to avoid additional delays. An RMA may be requested by contacting the responsible IPS customer support manager, by contacting the IPS Help desk, phone ((877) 630-6638 or (858) 404-0607) or email (support@ipsgroupinc.com). All items returned to IPS must be securely package to avoid further damage in shipment and all shipments will be via Ground Freight Service unless expedited service and payment of associated lees are requested. Automated RMA tracking, including work performed to repair meters, can be viewed at any time using IPS meter management system.

ATTACHMENT B

PRICING

SINGLE-SPACE AND SENSORS

Capital Costs

Product/Service	Price per uni
M3™ IPS Credit Card-Enabled Single-Space Meter (includes 12-month warranty, RFID tag, meter top)	\$250.00
M5™ IPS Credit Card-Enabled Single-Space Meter (includes 12-month warranty, RFID tag, meter top)	\$485.00
Shipping	\$7.50
Installation (\$2,500,00 minimum total fee)	\$15.00
Post Warranty Repair Services (flat fee per meter includes return shipping costs)	\$85.00

43 and M5° Ongoing Fees	Fees
Secure Wireless Gateway/Data Fee and Meter Management System Software License Fee (per meter per month)	\$5.75
Secure Credit Card Gateway Fee (per transaction)	\$0.13
Optional: Merchant Processing Fees (per transaction)	Upon request

NOTE: A functioning meter requires the installation of a meter mechanism, housing, and pole sold separately. Price per meter sensor (per unit) is the total fixed price for the equipment. Additional ongoing costs associated with wireless services, management system access, and credit card fees are ongoing and outlined below. Pricing does not include any applicable star, or local taxes that are required to be paid by the Cay currently or in the future.

Vehicle Detection Sensors Capital and Ongoing Costs

Product/Service	Price per unit
In-Ground Vehicle Detection Sensors (includes 12-month warranty)	\$295.00
Dome Mount Vehicle Detection Sensors (includes 12-month warranty)	\$295.00
Pole Mount Vehicle Detection Sensors (includes 12-month warranty)	\$295.00

chicle Detection Sensors Ongoing Costs	Cost per space per month
Management System/Base Data Fee	\$3.50
Optional: Real Time Reporting Fee	\$2.75

NOTE. Price per sensor (per unit) is the total fixed price for the equipment. Additional ongoing costs associated with wireless services, management system access are ongoing and autlined above. All pricing does not include any applicable state or local taxes that are required to be paid by the city now or in the future.

Spare Parts

M3 and M5 parking meter Spare Part Pricing	М3 ^{ги}	M514
Single Space Electronic Meter Mechanism	\$495.00	\$495.00
Card Entry Die Casting	\$19.00	\$19.00
Hybrid Card Reader	\$49.00	\$49.00
Coin Validator	\$69.00	\$69.00
Complete Top Cover (with Lexan insert)	\$69.00	\$69.00
Lexan for Top Cover	\$29.00	\$29.00
Coin Entry Slot	\$2.00	\$2.00
Keypad	\$25.00	\$25.00
Validator Connector Board	\$15.00	\$15.00
M3 Battery Pack (standard)	\$29.00	NA
M3 Battery Pack (high capacity - garage)	\$39.00	NA
M5 Battery Pack (II3)	NA	\$30.00
Validator Connection Cable	\$5.00	\$5.00
Solar Panel / Communications Board	\$165.00	\$165.00
Main Board	\$165.00	\$165.00
Expiry Indicator (rear)	\$15.00	\$15.00
Display Board	\$49.00	\$89.00
Display Board with NFC	NA	\$139.00
BLE Beacon Upgrade	NA	\$40.00
RFID Tag	\$10.00	\$10.00
MK3 Batter Charger (table top charging unit)	\$1500.00	NA
MK5 Batter Charger (daisy chain charging unit)	NA	\$115.00
Card Reader Cleaning Card featuring Waffletechnology® (40) per box	\$25.00	\$25.00

Sensor Space Part Pricing	In-Ground	In-Dome
IPS vehicle detection sensor	\$125.00	\$295.00
Meter Comms Board (for sensor)	\$125.00	NA
Battery Replacement (per specialize D-cell)	NA	\$20.00

Note: This pricing is FOB, IPS Group, San Diego, CA. Sales taxes and shipping charges will be added to the final invoice.

MULTI-SPACE

H™ Multi Space	Price Per Unit
PS MS1™ Multi-Space Pay Station – Pay and Display (Solar powered, Includes 12-month warranty)	\$5,950.00
PS Revolution™ Upgrade Kit Multi-Space Pay Station - Pay and Display Solar powered, Includes 12-month warranty)	\$2,450.00
Shipping and Installation (per unit) - During normal business hours under normal conditions, without unexpected delays.	\$400.00
Optional: Add for Bill Note Acceptor (BNA)	\$1,250.00
Optional: Add for Pay-by-Space	\$75.00
Optional: Add for Pay-by-Plate	\$200.00

NOTE: Price per unit is the total fixed price for the equipment. Additional ongoing costs associated with wireless services management system access, and credit card fees are ongoing and outlined below. Pricing does not include any applicable state or local taxes that are required to be paid by the City currently or in the future. Pay-station installation assume surface mount to existing locations. This quotation does not include any civil or concrete work that may be required.

MS1 [™] Ongoing Costs	On-Street	Off-Street
Secure Wireless Gateway/Data Fee and Meter Management System Software License Fee	\$55.00	\$25.00
Secure Credit Card Gateway Fee (per transaction)	Included	\$0.13

NOTE: A functioning meter requires the installation of a meter mechanism, housing, and pole—sold separately. Price per meter sensor (per unit) is the total fixed price for the equipment. Additional ongoing costs associated with wireless services, management system access, and credit eard fees are ongoing and outlined below. Pricing does not include any applicable state or local taxes that are required to be paid by the City currently or in the future.

Spare Parts

181 ** & Revolution** Upgrade Kit Spare Parts List	Price per unit
Standard Card Reader Only	\$49.00
Standard Card Reader Assembly with PCBA	\$129.00
Coin Validator Assembly	\$69.00
Bill Note Acceptor Assembly (with 600 note stacker)*	\$1,250.00
Additional 600 note stacker cartridge	\$500.00
Solar Panel Replacement Kit	\$500.00
Main Operating Board (with LCD and modem)	\$700.00
LCD Display Only (with armored glass)	\$125.00
Thermal Printer	\$615.00
4-key Horizontal Keypad	\$69.00
4-key Vertical Keypad	\$69.00
Pay-by-Space Keypad Assembly	\$165.00
Pay-by-Plate Alphanumeric Keypad Assembly	\$249.00
Battery 32Ah (rechargeable)	\$300.00
Additional Large Coin Canister	\$199.00
Additional Small Coin Canister	\$75.00
Paper Rolls (standard) approx 2000 3" tickets (.0045" thick)	\$24.50

^{*} only available on an upgrade kit if the original pay-station has the note acceptor option.

NOTE: This pricing is FOB, IPS Group San Diega, CA and includes all applicable discounts. Any sales tax shall be in addition the prices quoted above.

MOBILE PAYMENTS

ParkSmarter™ Mobile Payment Solution

rnduct/Service	Price per um
ParkSmarter™ mobile payment decals	\$1.50
Decal Shipping	at cost
On-site Setup and Installation	see below
Additional signage or scope of work to be quoted upon request	TBD

On-site setup: IPS shall provide the City with instructions on how to setup / install decals in support of the ParkSmarter* mobile payment application. However, IPS will send staff to provide installation and setup services. The costs for these services will be based on the costs of travel, rental car, hotel, and per diem expenses and will be added to the setup invoice at the completion of the service.

r Transaction Fees	Fees
Secure Credit Card Gateway Fee (per transaction)	\$0.13
Optional: Merchant Processing Fees (per transaction)	Upon request

Per transaction fees: IPS shall charge the City the same per transaction gateway fee as we currently charge for the meter program in place today. No additional convenience charges are required.

Preferred Card Processing Rates: Using our own payment provider IPS can provide preferred pricing for small ticket mobile payment merchant processing. Quotes for this service are available upon request.

Implementation with 3rd parties

Product/Service	Price per uni
Implementation with 3rd party for enforcement	TBD

Implementation: IPS shall integrate with 3rd party enforcement software or IPS can provide the City with IPS enforcement software at prices not included in this proposal. IPS does not intend to charge for 3rd party integration, however, if any city designated 3rd party charges IPS for such implementation, then those charges will be passed along to the City at IPS costs.

NOTE: Pricing does not include any applicable state or local taxes that are required to be paid by the City currently or in the future. This pricing is FOB, IPS Group, San Diego, CA. Sales taxes and shipping charges will be added to the final invoice.

REPLACEMENT PARTS & REPAIR SERVICES:

IPS shall provide warranty and non-warranty repair services based out of our office in San Diego, CA. For repair services not able to be first achieved on-site by the Customer or by phone, these meters will be returned to IPS at 7737 Kenamar Court, San Diego, CA, 92121, for repair or rework and IPS will endeavor to ship within 3-4 weeks of receipt, depending on the quantities received and work schedules. ALL RETURNS REQUIRE AN "RMA" NUMBER prior to shipment to IPS in order to avoid additional delays. An RMA may be requested by contacting the responsible IPS customer support manager, by contacting the IPS Help desk, phone ((877) 630-6638 or (858) 404-0607) or email (support@ipsgroupinc.com). All items returned to IPS must be securely package to avoid further damage in shipment and all shipments will be via Ground Freight Service unless expedited service and payment of associated fees are requested. Automated RMA tracking, including work performed to repair meters, can be viewed at any time using IPS meter management system

Product/Service	Price per unit
Single Space M3 ™ or M5™ Non-Warranty repair work (includes parts/labor)	\$95.00 + shipping
Multi-Space MS1 ^M Non-Warranty repair work	To be quoted
On-site technical services: shall be quoted to include labor, travel costs, accommodation, car rental and per diem costs. Spare Parts shall be quoted and added to final costs based on the identified needs.	To be quoted
Shipping costs for any of the above shall be added to the final invoice	

Note: Please note that if upon receipt a meter is determined to be beyond repair, in IPS's sole discretion, the meter shall not be repaired for the fee described above and a replacement meter shall be required.

Enforcement/Permitting Systems

Mobile Enforcement Solution	Units	Unit Price
N5 Print Mobile Enforcement Device	Per unit	\$2,675.00
N5 Charging Cradle and Hot Swap battery	Per unit	\$299.00
N5 Carrying Case	Per unit	\$35.00
N5 Print - 3 Year Warranty (Optional)	Per unit	\$785.00
N5 Data Plan	Per unit /per month	\$55.00
Handheld Support	Per unit/Per month	\$60.00
Software License (one-time fee)	Per Unit	Included
Mobile Citation Paper (per roll) QTY 100	Per roll	\$11.50
Mobile Citation Paper (per roll) QTY 200	Per roll	\$7.50
Mobile Citation Paper (per roll) QTY 400	Per roll	\$5.75
Plate Charges for Ticket Customization (One-time fee)	Per plate	\$75.00
stimated Travel Expenses for Installation	Per trip	\$2,000.00
On-site training and installation	Per day	\$600.00

NOTE: Pricing does not include any applicable state or local taxes that are required to be paid by the City currently or in the future. This pricing is FOB, IPS Group, San Diego, CA. Sales taxes and shipping charges will be added to the final invoice.

Continued on next page...

Enforcement Management System	Units	Thu Price
One Time Setup	Per Unit	\$5,000.00
Annual System License for EMS	Per user	Included
Citation Processing Fee	Per unit	\$1.00
RO Acquisition	Per unit	\$1.00
Delinquent Notice Processing fee (Includes Postage)	Per unit	\$0.80
IVR Solution (Optional)	Per month	\$250.00
IVR Record & Store Calls (Optional)	Per call	\$0.50
IVR Call Transcription (Optional)	Per call	\$1.00
LockBox Setup (one-time fee)	Per unit	\$500.00
LockBox Mail-in Payments	Per unit	\$0.50
Online & IVR Secure Credit Card Payments - Gateway Fee *Charged to the Public	Per transaction	\$2.00 or 3% whichever is higher
Additional Letters and Correspondence	Per unit	\$1.25
Online Appeals	Per unit	Included

	Collections	Units	Unit Price
Credit Reportin	ng Collections	% of amount collected	35% of amount
= (+			collected

Permit Management System Fee Schedule

Permits	Units	Unit Price
One Time Setup	Per unit	\$5,000.00
Per Permit	Per unit	\$2.00
Permit Fulfillment (Verification)	Per unit	\$1.00
Per Letter (Includes postage)	Per unit	\$1.25
Online & IVR Secure Credit Card Payments - Gateway Fee *Charged to the Public	Per transaction	\$2.00 or 3% whichever is higher

NOTE: Pricing does not include any applicable state or local taxes that are required to be paid by the City currently or in the future. This pricing is FOB, IPS Group, San Diego, CA. Sales taxes and shipping charges will be added to the final invoice.

IPS Limited Warranty

IPS will provide a limited parts warranty for any new meter or sensor product manufactured and supplied by IPS for 12 months under normal use. The warranty protects against defects in materials and workmanship from the point of installation or 15 months from the date of delivery, whichever is sooner, and 90 days from the date of delivery received in the case of spare or repaired products. Software Services are provided "as-is" and IPS shall provide bug fixes at no cost during the contract term.

Additional Warranty Provisions: IPS must have the opportunity to assist in the initial deployment and system installation. Repair or replacement under warranty of any defective product (including any meter or subcomponent) does not extend the warranty period for that product or subcomponent. IPS will either repair or replace products or subcomponents, at our discretion, that are found to be defective within the defined warranty period, with transportation costs pre-paid by the customer. Returns for credit will only apply once IPS has received defective product (including any meter or subcomponent) and confirmed that defects were within the warranty period and are covered under the terms and conditions of the warranty provided. IPS strongly recommends that customers prepurchase spare parts inventory for immediate access. Defective parts can be replaced immediately from customer stock and IPS shall replace such components upon receipt and determination of defect. On-site labor is explicitly not included in this limited warranty. Customer shall be sufficiently trained to perform all on-site work, including meter or sub-component removal/replacement. IPS can provide additional on-site services under a separate maintenance agreement or quoted on an as-needed basis. THE WARRANTIES CONTAINED IN THE AGREEMENT DOCUMENTS ARE IPS'S SOLE AND EXCLUSIVE WARRANTIES. THE EXTENT OF IPS'S LIABILITY FOR A WARRANTY CLAIM IS LIMITED TO THE REPAIR OR REPLACEMENT OF THE DEFECTIVE EQUIPMENT OR DEFECTIVE SERVICE OR SOFTWARE AT THE SOLE OPTION OF IPS. IPS AFFIRMATIVELY EXCLUDES ANY AND ALL OTHER WARRANTIES, CONDITIONS, OR REPRESENTATIONS (EXPRESS OR IMPLIED, ORAL OR WRITTEN), WITH RESPECT TO THE EQUIPMENT AND/OR SERVICES OR SOFTWARE PROVIDED INCLUDING ANY AND ALL IMPLIED WARRANTIES OR CONDITIONS OF TITLE, MERCHANTABILITY, OR FITNESS OR SUITABILITY FOR ANY PURPOSE (WHETHER OR NOT IPS KNOWS, HAS REASON TO KNOW, HAS BEEN ADVISED, OR IS OTHERWISE IN FACT AWARE OF ANY SUCH PURPOSE) WHETHER ARISING BY LAW OR BY REASON OF CUSTOM OF THE TRADE.

Exclusions: Warranty voided with use of imitation or non-genuine IPS replacement parts, un-authorized alterations, abuse, vandalism, improper installation by customer, handling or general misuse to the equipment (hardware or software), including attempted repairs that result in damage. Warranty specifically excludes any consummable items such as paper, batteries, etc. Software warranty is void if usernames and/or passwords are shared with 3rd parties, or allowance of 3rd party access to IPS software without IPS written consent. Force Majeure: IPS shall not be liable for any warranty provisions where such product failure is as a result of Acts of Nature (including fire, flood, earthquake, storm, hurricane or other natural disaster), war, invasion, act of foreign enemies, hostilities (whether war is declared or not), civil war, rebellion, revolution, insurrection, military or usurped power or confiscation, terrorist activities, nationalization, government sanction, blockage, embargo, labor dispute, strike, lockout or interruption or failure of electricity, internet services or cellular telecommunication failures caused by any of the events or causes described above. IPS provides no warranty with respect to any 3rd party hardware or software, whether supplied in connection with this Agreement or otherwise.

Preventative Maintenance: The primary operational elements will be a working battery, card reader, coin validator and printer (if applicable). All product surfaces should be kept clean with mild soap and water. No harsh chemicals should be used on any plastic surfaces. The card reader heads should be cleaned with a cleaning card every 1-2 months to ensure optimum performance. Cleaning cards may be purchased from IPS. Batteries should be replaced when notified by the IPS Data Management System. At 6 month increments, the coin validator shall be visually inspected for any damage or debris. Compressed air may be used to keep the card reader, coin acceptor or printer (if applicable) clear of debris, every 6 months. Additional preventative maintenance shall be administered by customer staff at such time as it is apparent to be necessary, even if it should occur on a more frequent basis than described herein.





Our Members' Services

Workers with disabilities have their rightful place as members of the labor force. In fact, many employers find they prefer Horizons of New Mexico-trained personnel for their dependability and positive attitude.

Horizons of New Mexico is proud of its workers who receive training in a wide variety of service careers, going on to perform their specialties for clients throughout the state with great success. Please call us to discuss existing or new services you might require.

Services Providers

If you do not see a service listed below that you are interested in providing, please contact Horizons of New Mexico to discuss its possible addition.

Approved

These services have been approved by the New Mexico Council for Purchasing from Persons with Disabilities and are available through Horizons of New Mexico

Please note that the Council is in the process of reviewing and adding services that are suitable for State Use and services may be added or removed from this list in the future.

ADA Accessibility Consulting Services

Auctioneering Services

Bulk Mailing and Sorting

Botanical Services

Call Center Services

Car Washing

Clerical Data Entry

Computer Refurbishing





Document Imaging

Document Shredding

Envelope Stuffing

Event Planning

General Labor

Greeting Services

Hard Drive Destruction

Janitorial and Housekeeping Services - Including COVID-19 Disinfecting and other Disinfecting Services

Kit Assembling

Landscape Irrigation

Landscaping

Lobby Attendant

Mailing Services

Management of an Assistive Technology Reuse and Recycling Program

Moving Services

Meeting Minute Preparation Services

Pest Control and Extermination Services

Plant Rental Services

Printing Services

Receptionist, Filing and Clerical Services

Recycling Services

Rest Area Maintenance

Screen Printing

Shelf Stocking and Restocking

Snow Removal

Transcription Services

Transportation

Wildlife Services Management

Yard, Grounds, and Lawn Maintenance

100 400

Excluded

These services have been deemed unsuitable under the State Use Act by the New Mexico Council for

Even Historia





Lawyer Services

Remediation - Wall Repair

Survey Services

Surveyors

Permissive

The services have been approved by the New Mexico Council for Purchasing from Persons with Disabilities as permissible for sale under the State Use Act through Horizons of New Mexico. While the Council recognizes that certain Horizons of New Mexico members are capable of performing the services listed below, said services are considered permissive and excluded from the mandatory aspect of the State Use Program. Any procurement of the below services through Horizons of New Mexico is at the discretion of the purchasing agent and will be considered by the Council on a case-by-case basis.

Administrative Reports

Archeologists

Certified Public Accountants

Corporate and Personal Background Checks

General Accounting

Graphic Design

Graphic Design - Logo Design

IT - Enterprise Application

IT-IV&V

IT Network and Database Management

IT - Project Management

IT Security Services

IT Support

IT - Web Design

IT - Web Programmer

Marketing

Private Investigation Services

Public Relations

Training Services





Albuquerque, NM 87110

P: (505) 345-1540

F; (505) 345-2303

Send all procurements to:

Matt Loehman:

mloehman@horizonsofnewmexico.org

View Dur Council Member List

Important Tax Info

Horizons NM ID Numbers

Federal ID: 74-1976051

Vendor #0000099739

Tax ID: 03-143403-00-7

Site Map

Home

Member Services

Documents & Forms

About Us

News & Events

Council Meetings and Information

Contact

Horizons of New Mexico, All Rights Reserved.
 Site by Sommers Marketing

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(Rev. October 2018) Department of the Treasury

Request for Taxpayer Identification Number and Certification

Give Form to the requester. Do not send to the IRS.

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See Specific Instructions on page	Note: Check the appropriate box in the line above for the tax classifical LLC if the LLC is classified as a single-member LLC that is disregarded another LLC that is not disregarded from the owner for U.S. federal tax	ion of the single-member ov from the owner unless the o purposes. Otherwise, a sing	vner. Do no wner of the yle member	LLC	eck is	Exem	xemption from FATCA reporting ode (if any)			orting	
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	6 City, state, and ZIP code										
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PRICING

SINGLE-SPACE AND SENSORS

CAPITAL AND ONGOING COSTS

PRODUCT/SERVICE	PRICE PER UNIT
M5™ IPS Credit Card-Enabled Single-Space Meter (includes 12-month warranty, RFID tag) based on Qty. of 1 - 1000	\$495.00
M5™ IPS Credit Card-Enabled Single-Space Meter (includes 12-month warranty, RFID tag) based on Qty. of 1001-5000	\$485.00
M5™ IPS Credit Card-Enabled Single-Space Meter (includes 12-month warranty, RFID tag) based on Qty. of 5000+	\$475.00
Optional: Add BLE capability	\$65.00
Optional: Add NFC contactless payment capability	\$45.00
Shipping (Ex Works - to be quoted based on ship to zip code)	TBQ
Installation (to be quoted based on scope)	TBQ
Optional: Extended Warranty (per 12 month period)	\$50.00
Optional: Extended Warranty (48 month period)	\$170.00

M5™ ONGOING FEES	OPTION 1	OPTION 2	
Secure Wireless Gateway/Data Fee and Meter Management System Software License Fee (per meter per month)	\$6.25	\$8.75	
Secure Credit Card Gateway Fee (per transaction)	\$0.13	\$0.06	
Optional: Merchant Processing Fees (per transaction)	To be quoted based on volun		
Optional: API or Data Integration Services	To be quoted based on need		

VEHICLE DETECTION SENSORS CAPITAL AND ONGOING COSTS

PRODUCT/SERVICE	PRICE PER UNIT
In-Ground or Pole Mount Vehicle Detection Sensors (includes 12-month warranty)	\$295.00
Dome Mount Vehicle Detection Sensors (includes 12-month warranty)	\$295.00
Shipping (Ex Works - to be quoted based on ship to zip code)	TBQ
Installation (to be quoted based on scope)	TBQ

VEHICLE DETECTION SENSORS ONGOING COSTS	COST PER SPACE PER MONTH
Management System/Base Data Fee	\$3.50
Optional: Real Time Reporting Fee	\$3.00

SPARE PARTS

M5™ PARKING METER SPARE PART PRICING	M5 TM
Single Space Electronic Meter Mechanism	\$495.00
Card Entry Keypad Assy	\$55.00
Hybrid Card Reader	\$52.00
Coin Validator	\$75.00
Complete Top Cover (with Lexan insert)	\$75.00
Lexan for Top Cover	\$25.00
Coin Entry Slot	\$2.00
M5 Battery Pack (H3)	\$35.00
M5 Battery Pack (H5) (available on the 147/247 models only)	\$45.00
Solar Panel / Communications Board	\$185.00
Main Board	\$185.00
Display Board	\$95.00
Display Board with NFC	\$140.00
BLE Beacon Upgrade	\$65.00
RFID Tag	\$10.00
MK5 Batter Charger (daisy chain charging unit)	\$125.00
Card Reader Cleaning Card featuring Waffletechnology® (40) per box	\$54.00

SENSOR SPARE PART PRICING	IN-GROUND	IN-DOME	POLE
IPS vehicle detection sensor	\$175.00	\$295.00	\$295.00
Meter Comms Board (for sensor)	\$150.00	NA	NA
Battery Replacement (per D-cell)	NA	\$20.00	\$20.00

MULTI-SPACE METERS

MS1™ MULTI-SPACE	PRICE PER UNIT
IPS MS1™ Multi-Space Pay Station - Pay and Display, Pay-by- Space, or Pay-by-Plate (Monochrome Display, Card and Coin, Solar powered, Includes 12-month warranty) based on Qty 1-1000	\$5,850.00
IPS MS1™ Multi-Space Pay Station - Pay and Display, Pay-by- Space, or Pay-by-Plate (Monochrome Display, Card and Coin, Solar powered, Includes 12-month warranty) based on Qty 1000+	\$5,450.00
IPS MS3™ Multi-Space Pay Station - Pay and Display, Pay-by- Space, or Pay-by-Plate (Color Display, Card and Coin, Solar powered, Includes 12-month warranty) based on Qty 1-1000	\$6,600.00
IPS MS3™ Multi-Space Pay Station - Pay and Display, Pay-by- Space, or Pay-by-Plate (Color Display, Card and Coin, Solar powered, Includes 12-month warranty) based on Qty 1000+	\$6,200.00
IPS Upgrade Kit Pay Station - Pay and Display, Pay-by-Space, or Pay-by-Plate (Solar powered, Includes 12-month warranty) based on Qty 1-1000	\$2,950.00
PS Upgrade Kit Pay Station - Pay and Display, Pay-by-Space, or Pay-by-Plate (Solar powered, Includes 12-month warranty) based on Qty 1000+	\$2,750.00
Shipping and Installation (per unit) - During normal business hours. (Ex Works -to be quoted based on ship to zip code and final scope of work. Concrete work is not included)	TBQ
Optional: Contactless Card Reader (NFC)	\$399.00
Optional: Add for Bill Note Acceptor (BNA) and 1 Stacker	\$1,250.00
Optional: Additional Coin Box	\$195.00
Optional: Additional BNA Stacker	\$230.00
Optional: Extended Parts Warranty (per 12 month period)	\$325.00

Optional: API or Data Integration Services	To be quoted based on need	
Optional: Merchant Processing Fees (per transaction)	To be quoted	based on volume
Secure Credit Card Gateway Fee (per transaction)	Included	\$0.13 / \$0.06
Secure Wireless Gateway/Data Fee and Meter Management System Software License Fee	\$55.00	\$25.00 / \$55.00
MULTI-SPACE METERS ONGOING COSTS	ON-STREET	OFF-STREET

SPARE PARTS

MS1™ & MS3™	PRICE PER UNIT: MS1	PRICE PER UNIT: MS3
Standard Card Reader Assembly	\$129.00	\$149.00
AC power upgrade kit	\$150.00	\$150.00
Coin Validator Assembly	\$75.00	\$95.00
Bill Note Acceptor Assembly (with 600 note stacker)*	\$1,250.00	\$1,250.00
Additional 600 note stacker cartridge*	\$230.00	\$230.00
Solar Panel Replacement Kit	\$795.00	\$895.00
Main Operating Board	\$995.00	\$995.00
4G wireless modem assembly	\$250.00	\$250.00
LCD Display (monochrome)	\$295.00	n/a
LCD Display (color)	n/a	\$1,100.00
Armoured Display Glass	\$125.00	\$125.00
Thermal Printer	\$795.00	\$795.00
4-key Horizontal Keypad	\$69.00	n/a
4-key Vertical Keypad	\$69.00	n/a
6-key Horizontal Keypad	\$75.00	\$75.00
Pay-by-Space Keypad Assembly	\$195.00	\$195.00
Pay-by-Plate Alphanumeric Keypad Assembly	\$225.00	\$225.00
Coin Shutter	\$195.00	\$195.00
EMV chip card reader (no PIN)	\$399.00	\$399.00
E-lock	\$175.00	\$175.00
Contactless Payment Reader (NFC) - if ordered at time of original order	\$399.00	\$399.00
Contactless Payment Reader (NFC) - if ordered after original order	\$735.00	\$735.00
Battery 32Ah (rechargeable)	\$324.00	n/a
Battery 72Ah (rechargeable)	n/a	\$450.00
Additional Large Coin Canister	\$195.00	\$195.00
Additional Small Coin Canister	\$95.00	\$95.00
Paper Rolls (standard) approx 2000 3" tickets (.0045" thick)	\$25.00	\$25.00

^{*} only available on an upgrade kit if the original pay-station has the note acceptor option.

METER HOUSINGS & COLLECTION EQUIPMENT

METER HOUSINGS AND & ACCESSORIES

PRODUCT/SERVICE	PRICE PER UNIT
IPS Zinc top over Iron Vault-M90 style (large vault, std. IPS locks, black/grey color)	\$249.50
IPS All Iron -M95 style (large vault, std. IPS locks, black/grey color)	\$249.50
High Capacity Coin Can with IPS locks (holds approx. \$65-fits M90 or M95 style housings)	\$45.00
Small Capacity Coin Can with IPS locks (holds approx. \$45)	\$35.00
Standard IPS Locks	\$25.00
Standard IPS Keys	\$15.00
Yoke Assembly (Twin Mounting Adapter) std. black color	\$75.00
Meter Poles (Schedule 40 -2" ID -Galvanized)	\$45.00
Vintage Sleeve - std. black color	\$49.00
Vintage Base - std. black color	\$60.00
Collar for Vintage Sleeve - std. black color	\$30.00
Medeco/Abloy Mechanical Lock (lock only)	\$48.00
Medeco E-Lock (lock only) (NOTE: additional Medeco e-lock accessories require separate quote)	\$175.00

COLLECTION SYSTEMS AND & ACCESSORIES

PRODUCT/SERVICE	PRICE PER UNIT
Collection Cart Only (standard)	\$500.00
Collection Cart Only (with enhanced suspension)	\$795.00
Standard Collection Head	\$250.00
Smart Collection Head	\$695.00
Coin Collection Canister - Steel	\$500.00
Coin Collection Canister - Aluminum	\$500.00

MOBILE PAYMENTS

PARKSMARTER™ MOBILE PAYMENT SOLUTION

PRODUCT/SERVICE	PRICE PER UNIT
ParkSmarter™ mobile payment decals for SSPM	\$2.00
ParkSmarter™ mobile payment decals for MSM	TBQ
Decal Shipping	TBQ
On-site Setup and Installation	see below
Additional signage or scope of work to be quoted upon request	TBQ

On-site setup: IPS shall provide the City with instructions on how to setup / install decals in support of the ParkSmarter™ mobile payment application. However, IPS will send staff to provide installation and setup services. The costs for these services will be based on the costs of travel, rental car, hotel, and per diem expenses and will be added to the setup invoice at the completion of the service.

PER TRANSACTION FEES	FEES
Secure Credit Card Gateway Fee (per transaction)	\$0.13
Optional: Pushing Time to Meter	\$0.10
Optional: Merchant Processing Fees (per transaction)	\$0.06-\$0.08

Per transaction fees: IPS shall charge the City the same per transaction gateway fee as we currently charge for the meter program in place today. No additional convenience charges are required.

Preferred Card Processing Rates: Using our own payment provider IPS can provide preferred pricing for small ticket mobile payment merchant processing. Quotes for this service are available upon request.

IMPLEMENTATION WITH 3RD PARTIES

PRODUCT/SERVICE	PRICE PER UNIT
Implementation with 3rd party (i.e., enforcement)	TBD
Customizations	\$200/hr

Implementation: IPS shall integrate with 3rd party enforcement software or IPS can provide the City with IPS enforcement software at prices not included in this proposal. IPS does not intend to charge for 3rd party integration, however, if any city designated 3rd party charges IPS for such implementation, then those charges will be passed along to the City at IPS costs.

NOTE: Pricing does not include any applicable state or local taxes that are required to be paid by the City currently or in the future. This pricing is FOB, IPS Group, San Diego, CA. Sales taxes and shipping charges will be added to the final invoice.

REPLACEMENT PARTS & REPAIR SERVICES:

IPS shall provide warranty and non-warranty repair services based out of our office in San Diego, CA. For repair services not able to be first achieved on-site by the Customer or by phone, these meters will be returned to IPS at 7737 Kenamar Court, San Diego, CA, 92121, for repair or rework and IPS will endeavor to ship within 3-4 weeks of receipt, depending on the quantities received and work schedules. ALL RETURNS REQUIRE AN "RMA" NUMBER prior to shipment to IPS in order to avoid additional delays. An RMA may be requested by contacting the responsible IPS customer support manager, by contacting the IPS Help desk, phone ((877) 630-6638 or (858) 404-0607) or email (support@ipsgroupinc.com). All items returned to IPS must be securely package to avoid further damage in shipment and all shipments will be via Ground Freight Service unless expedited service and payment of associated fees are requested. Automated RMA tracking, including work performed to repair meters, can be viewed at any time using IPS meter management system.

PRODUCT/SERVICE	PRICE PER UNIT
Single Space M3 ™ Non-Warranty repair work (includes parts/labor)	\$125.00 + shipping
Single Space M5™ Non-Warranty repair work (includes parts/labor)	\$95.00 + shipping
Multi-Space MS1™ Non-Warranty repair work	To be quoted
On-site technical services: shall be quoted to include labor, travel costs, accommodation, car rental and per diem costs. Spare Parts shall be quoted and added to final costs based on the identified needs.	\$950/day + parts
Shipping costs for any of the above shall be added to the final invoice	

Note: Please note that if upon receipt a meter is determined to be beyond repair, in IPS's sole discretion, the meter shall not be repaired for the fee described above and a replacement meter shall be required. IPS shall have the right to adjust Agreement pricing due to increases in Inflation as published by the US Bureau of Labor Statistics for All Items Consumer Price Index for All Urban Consumers (CPI-U) for the U.S. City Average, and will not exceed 3% compounded annually.

ENFORCEMENT/PERMITTING SYSTEMS

Our Mobile Enforcement Solution puts you in charge. Select a 1-piece or 2-piece design, Android or iOS operating system. IPS provides a quick and efficient citation issuance process. Electronic citations are immediately loaded into the Enforcement Management System (EMS) allowing timely access to citation information for your Agency and the public. IPS can also utilize existing agency Android and/or iOS devices or can supply new ones as provided below. Paper rolls subject to final volume, approval of artwork design and layout. Pricing does not include any applicable sales tax.

HANDHELD ENFORCEMENT SOLUTIONS

EASE PRICING (per device/month)	\$225.00	\$255.00
Automatic Hardware Refresh (after three years)		X
Warranty	12 months	36 months
Carrying Case, Spare Battery & Cradle	×	×
Installation and Training	×	X
Data Plan	×	×
General Maintenance	×	×
Comprehensive Phone Support	×	×
Remote Management Suite	×	×
Mobile Enforcement Software	×	×
1 piece N5 Mobile Enforcement Device with built in Printer	×	X
MOBILE ENFORCEMENT 1-PIECE SOLUTION LEASE PACKAGE OPTIONS	GOLD	PLATINUM

IPS can utilize existing agency Android and/or iOS devices or can supply new ones as provided below. City can provide equipment separately if desired. IPS also supports 1-piece and 2-piece devices or any combination thereof.

1 PIECE ENFORCEMENT SOLUTION	UNIT PRICE
N5 Print Mobile Enforcement Device	\$2,950.00
N5 Charging Cradle	\$199.00
N5 Spare Battery	\$199.00
N5 Carrying Case	\$50.00
N5 3-Year Warranty (Optional)	\$750.00
2 PIECE ENFORCEMENT SOLUTION	UNIT PRICE
Samsung Note 8 with ruggedized case, charger, and cradle	\$995.00
iOS iPhone 10 with ruggedized case and charger, and cradle	\$1,495.00
Zebra ZQ510 3in BT Printer (or equivalent)	\$895.00
Additional warranties or items to be priced as requested	To be quoted

HANDHELD ENFORCEMENT SUPPORT

MOBILE ENFORCEMENT SOLUTION	UNITS	UNIT PRICE
Mobile Data Plan	Per unit/Per month	¢05.00
Handheld Support	Per unit/Per month \$95.00	
Software License (one-time fee)	Per unit	Included
Mobile Citation Paper (per roll) QTY 100	Per roll	\$11.95
Mobile Citation Paper (per roll) QTY 200	Per roll	\$7.95
Mobile Citation Paper (per roll) QTY 500	Per roll	\$5.95
Mobile Citation Paper (per roll) QTY 1000	Per roll	\$4.95
Plate Charges for Ticket Customization (One-time fee)	Per plate	\$75.00
Estimated Travel Expenses for Installation	Per trip	\$2,000.00
On-site training and installation	Per day	\$600.00

ENFORCEMENT BACK OFFICE AND PROCESSING SERVICES

ENFORCEMENT MANAGEMENT SYSTEM	UNITS	UNIT PRICE
One-Time Setup (standard implementation)	Per unit	\$5,000 - \$10,000
Custom Integration Services	Per unit	TBQ
Annual System License for EMS	Per user	Included
Citation Issuing Fee	Per unit	\$1.00
Manual Citation Entry Fee	Per unit	\$1.00
In State RO Acquisition*	Per unit	TBQ
Out of State RO Acquisition	Per unit	\$0.75
Delinquent Notice Processing fee (Includes Postage)	Per unit	\$0.95
Delinquent Notice Processing fee with tracking (Includes Postage)	Per unit	\$1.25
VR Solution (Optional)	Per month	\$250.00
VR Record & Store Calls (Optional)	Per call	\$0.50
VR Call Transcription (Optional)	Per call	\$1.00
LockBox Setup (one-time fee)	Per unit	\$750.00
LockBox Operations	Per month	\$150.00
LockBox Mail-in Payments	Per unit	\$2.00
Online & IVR Secure Credit Card Payments Gateway Fee Note: Charged to the Public - assumes the use of the Client Merchant Account	Per transaction	\$2.00 or 3% whichever is higher
Optional: Hosted Merchant Account- Interchange Plus Fees referenced Note: Charged to the Public	Per transaction	\$2.00 or 3% whichever is higher

Additional Letters and Correspondence	Per unit	\$1.25	
1st Level Manual Adjudication Services (Online Appeals)	Per unit	\$1.00	
2nd Level Adjudication Hearing Services	Per hour	To be quoted	

^{*}Local DMV rates may vary based on Agency relationship with in-state DMV. IPS will quote this service based on agency relationship.

TICKET COLLECTION SERVICES

COLLECTIONS	UNITS	UNIT PRICE
In-State Collection Services	% of amount collected	25% of amount collected
Advanced/Delinquent Collections	% of amount collected	35% of amount collected

PUBLIC CUSTOMER SUPPORT AND CALL CENTER SERVICE

	MINUTES	BILLING PERIOD	COST
	100	Per month	\$162.50
	130	Per month	\$195.00
Phone,	230	Per month	\$325.00
Email and	300	Per month	\$416.00
Web Chat	375	Per month	\$520.00
	580	Per month	\$780.00
	1000	Per month	\$1,300.00
	+1000	Per month	TBD

PERMIT MANAGEMENT SYSTEM FEE SCHEDULE

PERMITS	UNITS	UNIT PRICE
One Time Setup (standard implementation)	Per unit	\$7,500 - \$10,000
Per Permit	Per unit	\$2.00
Permit Fulfillment (Verification)	Per unit	\$2.00
Physical Permit Stock	Per unit	TBQ
Per Letter (Includes postage)	Per unit	\$1.25
Online & IVR Secure Credit Card Payments - Gateway Fee *Charged to the Public - assumes the use of the Client Merchant Account	Per transaction	\$2.00 or 3% whichever is higher

NOTE: Pricing does not include any applicable state or local taxes that are required to be paid by the City currently or in the future. This pricing is FOB, IPS Group, San Diego, CA. Sales taxes and shipping charges will be added to the final invoice. IPS shall have the right to adjust Agreement pricing due to increases in Inflation as published by the US Bureau of Labor Statistics for All Items Consumer Price Index for All Urban Consumers (CPI-U) for the U.S. City Average, and will not exceed 3% compounded annually.

ADDITIONAL SCOPE AND ALTERNATIVE PRICING MODELS

ITEM	UNITS	UNIT PRICE
Software Developer	Per hour	\$200.00
All-Inclusive or Per Ticket Pricing Options for Enforcement and Permitting Solutions *	Per unit	TBQ

^{*}Quote to be provided based on number of tickets/permits issued, handhelds required, and other local information.

MAINTENANCE SERVICES

ON-SITE MAINTENANCE SERVICES

IPS can offer on-site technician services either part-time or on a full-time basis. The costs of the services are outlined below:

ITEM	UNITS	UNIT PRICE
Part-Time IPS Technician	Per day	\$950/technician/day
Full-Time IPS Technician	Per month	TBQ based on the scope of services. Would be inclusive of technician and IPS vehicle.

SAMPLE SCOPE OF SERVICES:

A complete inventory audit to confirm all associations of pole, terminal, RFID and Sensor numbers:

- Cleaning of card readers and keypads;
- Inspection of all meters to determine any need for repairs
- Help diagnose possible collection issues.
- On-site meter training for M5 meters for the client staff;
- Shop Organization help organize the shop inventory of all items and prepare recommended list of spare parts;
- Preventative Maintenance consisting of inspection of the meter interiors, greasing the validator connector/s, lubricating the locks, checking the communications, checking the LCD's, keypads, expiry indicator and diagnostically checking the RFID reader.

ADDITIONAL SERVICES.

- IPS can provide additional services in support of any items listed in these pricing tables, and will be quoted separately upon request.
- IPS can provide alternative pricing models to include rentals, lease, revenue share and other models, and will be quoted separately upon request.

IPS LIMITED WARRANTY

IPS will provide a limited warranty for any new meter or sensor product manufactured and supplied by IPS for 12 months under normal use and service. The warranty protects against defects in materials and workmanship from the point of installation or 15 months from the date of delivery, whichever is sooner, and 90 days from the date of delivery received in the case of spare or repaired products.

ADDITIONAL WARRANTY PROVISIONS:

IPS must have the opportunity to assist in the initial deployment and system installation.

Repair or replacement under warranty of any defective product (including any meter or subcomponent) does not extend the warranty period for that product or subcomponent.

IPS will either repair or replace products or subcomponents, at our discretion, that are found to be defective within the defined warranty period, with transportation costs pre-paid by the customer.

Returns for credit will only apply once IPS has received defective product (including any meter or subcomponent) and confirmed that defects were within the warranty period and are covered under the terms and conditions of the warranty provided.

IPS strongly recommends that customers pre-purchase spare parts inventory for immediate access. Defective parts can be replaced immediately from customer stock and IPS shall replace such components upon receipt and determination of defect.

On-site labor is explicitly not included in this limited warranty. Customer shall be sufficiently trained to perform all on-site work, including meter or sub-component removal/replacement. IPS can provide additional on-site services under a separate maintenance agreement or quoted on an as-needed basis.

THE WARRANTIES CONTAINED IN THE AGREEMENT DOCUMENTS ARE IPS'S SOLE AND EXCLUSIVE WARRANTIES, THE EXTENT OF IPS'S LIABILITY FOR A WARRANTY CLAIM IS LIMITED TO THE REPAIR OR REPLACEMENT OF THE DEFECTIVE EQUIPMENT OR DEFECTIVE SERVICE AT THE SOLE OPTION OF IPS. IPS AFFIRMATIVELY EXCLUDES ANY AND ALL OTHER WARRANTIES, CONDITIONS, OR REPRESENTATIONS (EXPRESS OR IMPLIED, ORAL OR WRITTEN), WITH RESPECT TO THE EQUIPMENT AND/OR SERVICES PROVIDED INCLUDING ANY AND ALL IMPLIED WARRANTIES OR CONDITIONS OF TITLE, MERCHANTABILITY, OR FITNESS OR SUITABILITY FOR ANY PURPOSE (WHETHER OR NOT IPS KNOWS, HAS REASON TO KNOW, HAS BEEN ADVISED, OR IS OTHERWISE IN FACT AWARE OF ANY SUCH PURPOSE) WHETHER ARISING BY LAW OR BY REASON OF CUSTOM OF THE TRADE.

NOTWITHSTANDING ANYTHING CONTAINED IN THIS AGREEMENT TO THE CONTRARY, IN NO EVENT SHALL EITHER PARTY BE RESPONSIBLE FOR SPECIAL, INDIRECT, INCIDENTAL, CONSEQUENTIAL, EXEMPLARY OR PUNITIVE DAMAGES OF ANY KIND OR NATURE, INCLUDING WITHOUT LIMITATION, LOST PROFITS, LOST REVENUES OR OTHER MONETARY LOSS, ARISING OUT OF OR RELATED TO THIS AGREEMENT AND ANY ACTIONS OR OMISSIONS WITH RESPECT THERETO, WHETHER OR NOT ANY SUCH MATTERS OR CAUSES ARE WITHIN A PARTY'S CONTROL OR DUE TO NEGLIGENCE OR OTHER FAULT ON THE PART OF A PARTY, ITS AGENTS, AFFILIATES, EMPLOYEES OR OTHER REPRESENTATIVES, AND REGARDLESS OF WHETHER SUCH LIABILITY ARISES IN TORT, CONTRACT, BREACH OF WARRANTY OR OTHERWISE. ANY LIABILITY INCURRED BY IPS IN CONNECTION WITH THIS AGREEMENT SHALL BE LIMITED TO THE CONTRACT VALUE AS SET FORTH IN THIS AGREEMENT.

Exclusions: Warranty voided with use of imitation or non-genuine IPS replacement parts, un-authorized alterations, abuse, vandalism, improper installation by customer, handling or general misuse to the equipment (hardware or software), including attempted repairs that result in damage. Warranty specifically excludes any consummable items such as paper, batteries, etc. Force Majeure: IPS shall not be liable for any warranty provisions where such product failure is as a result of Acts of Nature (including fire, flood, earthquake, storm, hurricane or other natural disaster), war, invasion, act of foreign enemies, hostilities (whether war is declared or not), civil war, rebellion, revolution, insurrection, military or usurped power or confiscation, terrorist activities, nationalization, government sanction, blockage, embargo, labor dispute, strike, lockout or interruption or failure of electricity [or cellular telecommunication failures caused by any of the events or causes described above).

Preventative Maintenance: The primary operational elements will be a working battery, card reader, coin validator and printer (if applicable). All product surfaces should be kept clean with mild soap and water. No harsh chemicals should be used on any plastic surfaces. The card reader heads should be cleaned with a cleaning card every 1-2 months to ensure optimum performance. Cleaning cards may be purchased from IPS. Batteries should be replaced when notified by the IPS Data Management System. At 6 month increments, the coin validator shall be visually inspected for any damage or debris. Compressed air may be used to keep the card reader, coin acceptor or printer (if applicable) clear of debris, every 6 months. Additional preventative maintenance shall be administered by customer staff at such time as it is apparent to be necessary, even if it should occur on a more frequent basis than described herein.



Region XIV Education Service Center

1850 Highway 351 Abilene, TX 79601-4750 325-675-8600 FAX 325-675-8659

Friday, April 1st, 2022

IPS Group, Inc. ATTN: Chad Randall 7737 Kenamar Court San Diego, CA 92121

Re: Annual Renewal of NCPA contract #05-36

Dear Chad:

Region XIV Education Service Center Is happy to announce that IPS Group, Inc. has been awarded an annual contract renewal for Parking Meters based on the proposal submitted to Region XIV ESC.

The contract will expire on July 31st, 2023, completing the fourth year of a possible five-year term. If your company is not in agreement, please contact me immediately.

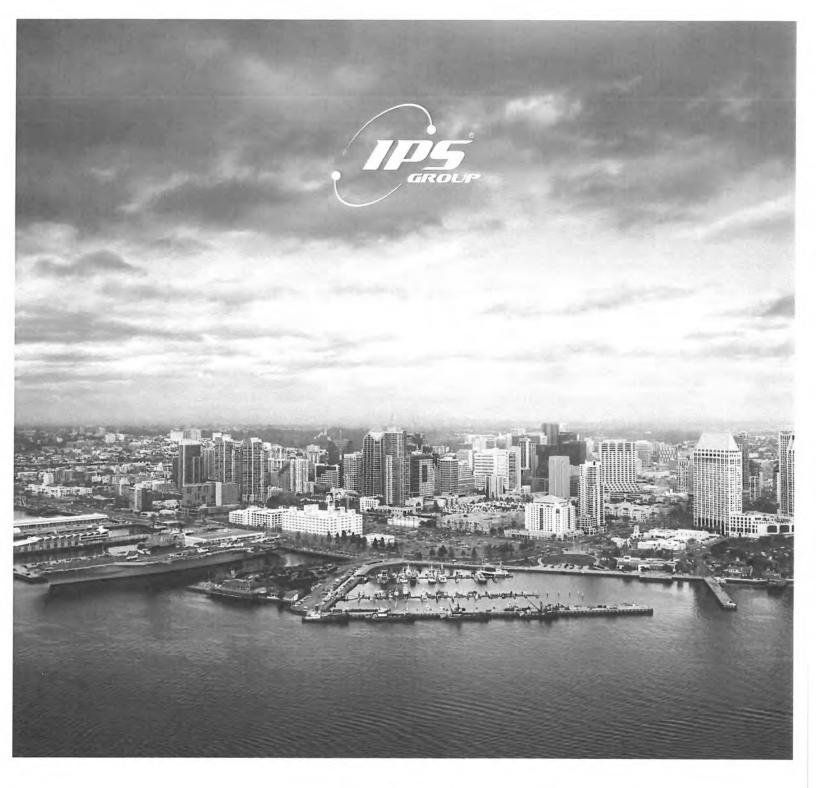
If you have any questions or concerns, feel free to contact me at 325-675-8600.

Sincerely,

Shane Fields

Region XIV, Executive Director

F. LL



NCPA

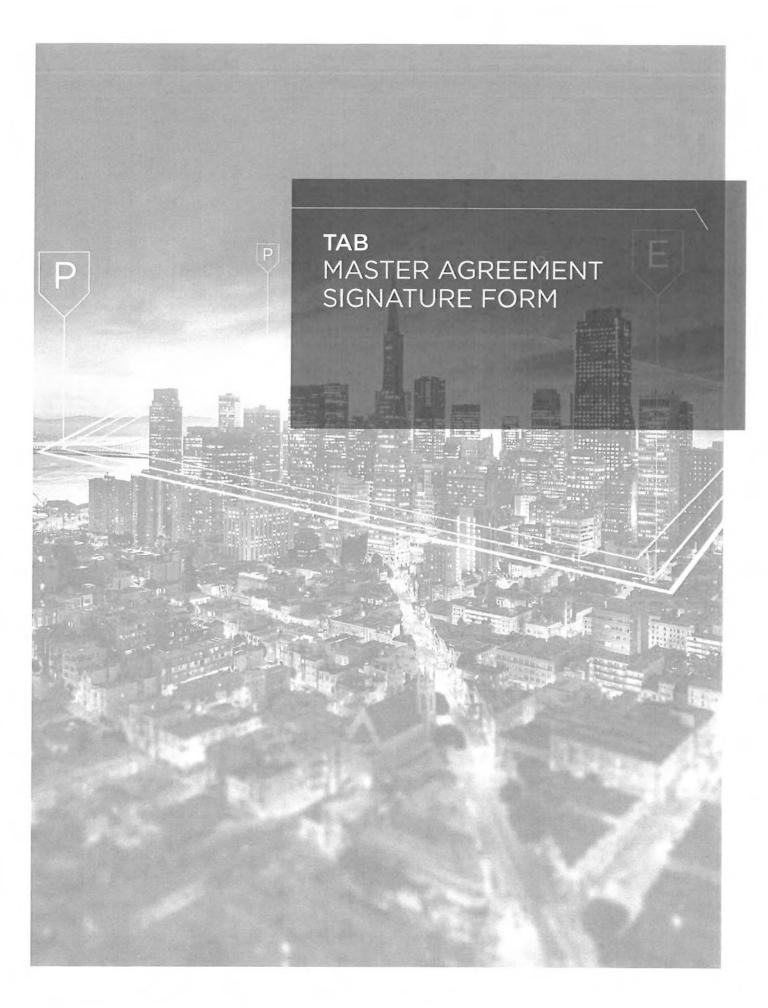
REQUEST FOR PROPOSAL FOR PARKING METERS SOLICITATION NUMBER: 15-19

DUE JULY 23, 2019, 2:00 PM CST

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IMPORTANT NOTE. IPS Group Inc. ("IPS") has made an effort to be as thorough and responsive as part of our request for proposal (RFP) submission. In doing so, we are providing valuable and protected information, including ideas and concepts that IPS considers to be confidential. Release of IPS confidential information may cause irreparable harm to IPS by publicly disclosing such information that is not publicly known. IPS respectfully requests the right to be notified and provided an opportunity to redact such confidential information in the event of any third-party request for public disclosure. IPS, IPS GROUP, and other IPS-owned marks are trademarks and/or registered trademarks of IPS Group Inc. IPS reserves all rights to the IPS copyright materials contained herein. All third-party company names, product names, and trademarks are owned by their respective owners and are used for reference purposes only, IPS Group disclaims any affiliation with or endorsement by any of the companies referenced.



Tab 1 - Master Agreement General Terms and Conditions

Customer Support

The vendor shall provide timely and accurate technical advice and sales support. The vendor shall respond to such requests within one (1) working day after receipt of the request.

Disclosures

- Respondent affirms that he/she has not given, offered to give, nor intends to give at any time hereafter any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor or service to a public servant in connection with this contract.
- The respondent affirms that, to the best of his/her knowledge, the offer has been arrived at independently, and is submitted without collusion with anyone to obtain information or gain any favoritism that would in any way limit competition or give an unfair advantage over other vendors in the award of this contract.

Renewal of Contract

Unless otherwise stated, all contracts are for a period of three (3) years with an option to renew for up to two (2) additional one-year terms or any combination of time equally not more than 2 years if agreed to by Region 14 ESC and the vendor.

Funding Out Clause

- Any/all contracts exceeding one (1) year shall include a standard "funding out" clause. A contract for the acquisition, including lease, of real or personal property is a commitment of the entity's current revenue only, provided the contract contains either or both of the following provisions:
- Retains to the entity the continuing right to terminate the contract at the expiration of each budget period during the term of the contract and is conditioned on a best efforts attempt by the entity to obtain appropriate funds for payment of the contract.

Shipments (if applicable)

The awarded vendor shall ship ordered products within seven (7) working days for goods available and within four (4) to six (6) weeks for specialty items after the receipt of the order unless modified. If a product cannot be shipped within that time, the awarded vendor shall notify the entity placing the order as to why the product has not shipped and shall provide an estimated shipping date. At this point the participating entity may cancel the order if estimated shipping time is not acceptable.

Tax Exempt Status

Since this is a national contract, knowing the tax laws in each state is the sole responsibility of the vendor.

Payments

➤ The entity using the contract will make payments directly to the awarded vendor or their affiliates (distributors/business partners/resellers) as long as written request and approval by NCPA is provided to the awarded vendor.

Adding authorized distributors/dealers

- Awarded vendors may submit a list of distributors/partners/resellers to sell under their contract throughout the life of the contract. Vendor must receive written approval from NCPA before such distributors/partners/resellers considered authorized.
- Purchase orders and payment can only be made to awarded vendor or distributors/business partners/resellers previously approved by NCPA.
- Pricing provided to members by added distributors or dealers must also be less than or equal to the pricing offered by the awarded contract holder.
- All distributors/partners/resellers are required to abide by the Terms and Conditions of the vendor's agreement with NCPA.

· Pricing

- All pricing submitted shall include the administrative fee to be remitted to NCPA by the awarded vendor. It is the awarded vendor's responsibility to keep all pricing up to date and on file with NCPA.
- All deliveries shall be freight prepaid, F.O.B. destination and shall be included in all pricing offered unless otherwise clearly stated in writing

Warranty

- Proposals should address each of the following:
 - Applicable warranty and/or guarantees of equipment and installations including any conditions and response time for repair and/or replacement of any components during the warranty period.
 - Availability of replacement parts
 - Life expectancy of equipment under normal use
 - Detailed information as to proposed return policy on all equipment

Indemnity

The awarded vendor shall protect, indemnify, and hold harmless Region 14 ESC and its participants, administrators, employees and agents against all claims, damages, losses and expenses arising out of or resulting from the actions of the vendor, vendor employees or vendor subcontractors in the preparation of the solicitation and the later execution of the contract.

Franchise Tax

The respondent hereby certifies that he/she is not currently delinquent in the payment of any franchise taxes.

Supplemental Agreements

The entity participating in this contract and awarded vendor may enter into a separate supplemental agreement to further define the level of service requirements over and above the minimum defined in this contract i.e. invoice requirements, ordering requirements, specialized delivery, etc. Any supplemental agreement developed as a result of this contract is exclusively between the participating entity and awarded vendor.

Certificates of Insurance

Certificates of insurance shall be delivered to the Public Agency prior to commencement of work. The insurance company shall be licensed in the applicable state in which work is being conducted. The awarded vendor shall give the participating entity a minimum of ten (10) days notice prior to any modifications or cancellation of policies. The awarded vendor shall require all subcontractors performing any work to maintain coverage as specified.

♦ Legal Obligations

It is the Respondent's responsibility to be aware of and comply with all local, state, and federal laws governing the sale of products/services identified in this RFP and any awarded contract and shall comply with all while fulfilling the RFP. Applicable laws and regulation must be followed even if not specifically identified herein.

Protest

- ➤ A protest of an award or proposed award must be filed in writing within ten (10) days from the date of the official award notification and must be received by 5:00 pm CST. Protests shall be filed with Region 14 ESC and shall include the following:
 - Name, address and telephone number of protester
 - Original signature of protester or its representative
 - Identification of the solicitation by RFP number
 - Detailed statement of legal and factual grounds including copies of relevant documents and the form of relief requested
- Any protest review and action shall be considered final with no further formalities being considered.

Force Majeure

- If by reason of Force Majeure, either party hereto shall be rendered unable wholly or in part to carry out its obligations under this Agreement then such party shall give notice and full particulars of Force Majeure in writing to the other party within a reasonable time after occurrence of the event or cause relied upon, and the obligation of the party giving such notice, so far as it is affected by such Force Majeure, shall be suspended during the continuance of the inability then claimed, except as hereinafter provided, but for no longer period, and such party shall endeavor to remove or overcome such inability with all reasonable dispatch.
- The term Force Majeure as employed herein, shall mean acts of God, strikes, lockouts, or other industrial disturbances, act of public enemy, orders of any kind of government of the

United States or any civil or military authority; insurrections; riots; epidemics; landslides; lighting; earthquake; fires; hurricanes; storms; floods; washouts; droughts; arrests; restraint of government and people; civil disturbances; explosions, breakage or accidents to machinery, pipelines or canals, or other causes not reasonably within the control of the party claiming such inability. It is understood and agreed that the settlement of strikes and lockouts shall be entirely within the discretion of the party having the difficulty, and that the above requirement that any Force Majeure shall be remedied with all reasonable dispatch shall not require the settlement of strikes and lockouts by acceding to the demands of the opposing party or parties when such settlement is unfavorable in the judgment of the party having the difficulty

Prevailing Wage

➤ It shall be the responsibility of the Vendor to comply, when applicable, with the prevailing wage legislation in effect in the jurisdiction of the purchaser. It shall further be the responsibility of the Vendor to monitor the prevailing wage rates as established by the appropriate department of labor for any increase in rates during the term of this contract and adjust wage rates accordingly.

Miscellaneous

➤ Either party may cancel this contract in whole or in part by providing written notice. The cancellation will take effect 30 business days after the other party receives the notice of cancellation. After the 30th business day all work will cease following completion of final purchase order.

Open Records Policy

- Because Region 14 ESC is a governmental entity responses submitted are subject to release as public information after contracts are executed. If a vendor believes that its response, or parts of its response, may be exempted from disclosure, the vendor must specify page-bypage and line-by-line the parts of the response, which it believes, are exempt. In addition, the respondent must specify which exception(s) are applicable and provide detailed reasons to substantiate the exception(s).
- The determination of whether information is confidential and not subject to disclosure is the duty of the Office of Attorney General (OAG). Region 14 ESC must provide the OAG sufficient information to render an opinion and therefore, vague and general claims to confidentiality by the respondent are not acceptable. Region 14 ESC must comply with the opinions of the OAG. Region14 ESC assumes no responsibility for asserting legal arguments on behalf of any vendor. Respondent are advised to consult with their legal counsel concerning disclosure issues resulting from this procurement process and to take precautions to safeguard trade secrets and other proprietary information.

Process

Region 14 ESC will evaluate proposals in accordance with, and subject to, the relevant statutes, ordinances, rules, and regulations that govern its procurement practices. NCPA will assist Region 14 ESC in evaluating proposals. Award(s) will be made to the prospective vendor whose response is determined to be the most advantageous to Region 14 ESC, NCPA, and its participating agencies. To qualify for evaluation, response must have been submitted on time, and satisfy all mandatory requirements identified in this document.

Contract Administration

The contract will be administered by Region 14 ESC. The National Program will be administered by NCPA on behalf of Region 14 ESC.

Contract Term

- ➤ The contract term will be for three (3) year starting from the date of the award. The contract may be renewed for up to two (2) additional one-year terms or any combination of time equally not more than 2 years.
- ➤ It should be noted that maintenance/service agreements may be issued for up to (5) years under this contract even if the contract only lasts for the initial term of the contract. NCPA will monitor any maintenance agreements for the term of the agreement provided they are signed prior to the termination or expiration of this contract.

· Contract Waiver

Any waiver of any provision of this contract shall be in writing and shall be signed by the duly authorized agent of Region 14 ESC. The waiver by either party of any term or condition of this contract shall not be deemed to constitute waiver thereof nor a waiver of any further or additional right that such party may hold under this contract.

Products and Services additions

Products and Services may be added to the resulting contract during the term of the contract by written amendment, to the extent that those products and services are within the scope of this RFP.

Competitive Range

➤ It may be necessary for Region 14 ESC to establish a competitive range. Responses not in the competitive range are unacceptable and do not receive further award consideration.

Deviations and Exceptions

Deviations or exceptions stipulated in response may result in disqualification. It is the intent of Region 14 ESC to award a vendor's complete line of products and/or services, when possible.

· Estimated Quantities

The estimated dollar volume of Products and Services purchased under the proposed Master Agreement is \$15 million dollars annually. This estimate is based on the anticipated volume of Region 14 ESC and current sales within the NCPA program. There is no guarantee or commitment of any kind regarding usage of any contracts resulting from this solicitation

Evaluation

Region 14 ESC will review and evaluate all responses in accordance with, and subject to, the relevant statutes, ordinances, rules and regulations that govern its procurement practices. NCPA will assist the lead agency in evaluating proposals. Recommendations for contract awards will be based on multiple factors, each factor being assigned a point value based on its importance.

· Formation of Contract

A response to this solicitation is an offer to contract with Region 14 ESC based upon the terms, conditions, scope of work, and specifications contained in this request. A solicitation does not become a contract until it is accepted by Region 14 ESC. The prospective vendor must submit a signed Signature Form with the response thus, eliminating the need for a formal signing process.

NCPA Administrative Agreement

The vendor will be required to enter and execute the National Cooperative Purchasing Alliance Administration Agreement with NCPA upon award with Region 14 ESC. The agreement establishes the requirements of the vendor with respect to a nationwide contract effort.

Clarifications / Discussions

Region 14 ESC may request additional information or clarification from any of the respondents after review of the proposals received for the sole purpose of elimination minor irregularities, informalities, or apparent clerical mistakes in the proposal. Clarification does not give respondent an opportunity to revise or modify its proposal, except to the extent that correction of apparent clerical mistakes results in a revision. After the initial receipt of proposals, Region 14 ESC reserves the right to conduct discussions with those respondent's whose proposals are determined to be reasonably susceptible of being selected for award. Discussions occur when oral or written communications between Region 14 ESC and respondent's are conducted for the purpose clarifications involving information essential for determining the acceptability of a proposal or that provides respondent an opportunity to revise or modify its proposal. Region 14 ESC will not assist respondent bring its proposal up to the level of other proposals through discussions. Region 14 ESC will not indicate to respondent a cost or price that it must meet to neither obtain further consideration nor will it provide any information about other respondents' proposals or prices.

Multiple Awards

Multiple Contracts may be awarded as a result of the solicitation. Multiple Awards will ensure that any ensuing contracts fulfill current and future requirements of the diverse and large number of participating public agencies.

Past Performance

Past performance is relevant information regarding a vendor's actions under previously awarded contracts; including the administrative aspects of performance; the vendor's history of reasonable and cooperative behavior and commitment to customer satisfaction; and generally, the vendor's businesslike concern for the interests of the customer.

Evaluation Criteria

- Pricing (40 points)
 - Electronic Price Lists
 - Products, Services, Warranties, etc. price list
 - Prices listed will be used to establish both the extent of a vendor's product lines, services, warranties, etc. available from a particular bidder and the pricing per item.
- Ability to Provide and Perform the Required Services for the Contract (25 points)
 - Product Delivery within participating entities specified parameters
 - Number of line items delivered complete within the normal delivery time as a percentage of line items ordered.
 - Vendor's ability to perform towards above requirements and desired specifications.
 - Past Cooperative Program Performance
 - Quantity of line items available that are commonly purchased by the entity.
 - Quality of line items available compared to normal participating entity standards.
- References (15 points)
 - A minimum of ten (10) customer references for product and/or services of similar scope dating within past 3 years
- Technology for Supporting the Program (10 points)
 - Electronic on-line catalog, order entry use by and suitability for the entity's needs
 - Quality of vendor's on-line resources for NCPA members.
 - Specifications and features offered by respondent's products and/or services
- Value Added Services Description, Products and/or Services (10 points)
 - Marketing and Training
 - Minority and Women Business Enterprise (MWBE) and (HUB) Participation
 - Customer Service

Antitrust Certification Statements (Tex. Government Code § 2155.005)

I affirm under penalty of perjury of the laws of the State of Texas that:

- (1) I am duly authorized to execute this contract on my own behalf or on behalf of the company, corporation, firm, partnership or individual (Company) listed below;
- (2) In connection with this bid, neither I nor any representative of the Company has violated any provision of the Texas Free Enterprise and Antitrust Act, Tex. Bus. & Comm. Code Chapter 15;
- (3) In connection with this bid, neither I nor any representative of the Company has violated any federal antitrust law; and
 - (4) Neither I nor any representative of the Company has directly or indirectly communicated any of the contents of this bid to a competitor of the Company or any other company, corporation, firm, partnership or individual engaged in the same line of business as the Company.

Company name	IPS Group, Inc.
Address	7737 Kenamar Court
City/State/Zip	San Diego, CA 92121
Telephone No.	(858)568-7609
Fax No.	(858)408-3352
Email address	chad.randall@ipsgroup.inc
Printed name	Chad Randali
Position with company	Chief Operating Officer
Authorized signature	Ce P. Lelo

TAB 2 NCPA ADMINISTRATION AGREEMENT

Tab 2 - NCPA Administration Agreement

This Administration Agreement is made as of _August 1, 2019, by and between National Cooperative Purchasing Alliance ("NCPA") and _IPS Group, Inc. _____ ("Vendor").

Recitals

WHEREAS, Region 14 ESC has entered into a certain Master Agreement dated <u>August 1, 2019</u>, referenced as Contract Number <u>05-36</u>, by and between Region 14 ESC and Vendor, as may be amended from time to time in accordance with the terms thereof (the "Master Agreement"), for the purchase of Parking Meters;

WHEREAS, said Master Agreement provides that any state, city, special district, local government, school district, private K-12 school, technical or vocational school, higher education institution, other government agency or nonprofit organization (hereinafter referred to as "public agency" or collectively, "public agencies") may purchase products and services at the prices indicated in the Master Agreement;

WHEREAS, NCPA has the administrative and legal capacity to administer purchases under the Master Agreement to public agencies;

WHEREAS, NCPA serves as the administrative agent for Region 14 ESC in connection with other master agreements offered by NCPA

WHEREAS, Region 14 ESC desires NCPA to proceed with administration of the Master Agreement;

WHEREAS, NCPA and Vendor desire to enter into this Agreement to make available the Master Agreement to public agencies on a national basis;

NOW, THEREFORE, in consideration of the payments to be made hereunder and the mutual covenants contained in this Agreement, NCPA and Vendor hereby agree as follows:

General Terms and Conditions

The Master Agreement, attached hereto as Tab 1 and incorporated herein by reference as though fully set forth herein, and the terms and conditions contained therein shall apply to this Agreement except as expressly changed or modified by this Agreement.

NCPA shall be afforded all of the rights, privileges and indemnifications afforded to Region 14 ESC under the Master Agreement, and such rights, privileges and indemnifications shall accrue and apply with equal effect to NCPA under this Agreement including, but not limited to, the Vendor's obligation to provide appropriate insurance and certain indemnifications to Region 14 ESC.

Vendor shall perform all duties, responsibilities and obligations required under the Master Agreement in the time and manner specified by the Master Agreement.

NCPA shall perform all of its duties, responsibilities, and obligations as administrator of purchases under the Master Agreement as set forth herein, and Vendor acknowledges that NCPA shall act in the capacity of administrator of purchases under the Master Agreement.

With respect to any purchases made by Region 14 ESC or any Public Agency pursuant to the Master Agreement, NCPA (a) shall not be construed as a dealer, re-marketer, representative, partner, or agent of any type of Vendor, Region 14 ESC, or such Public Agency, (b) shall not be obligated, liable or responsible (i) for any orders made by Region

14 ESC, any Public Agency or any employee of Region 14 ESC or Public Agency under the Master Agreement, or (ii) for any payments required to be made with respect to such order, and (c) shall not be obligated, liable or responsible for any failure by the Public Agency to (i) comply with procedures or requirements of applicable law, or (ii) obtain the due authorization and approval necessary to purchase under the Master Agreement, NCPA makes no representations or guaranties with respect to any minimum purchases required to be made by Region 14 ESC, any Public Agency, or any employee of Region 14 ESC or Public Agency under this Agreement or the Master Agreement.

> The Public Agency participating in the NCPA contract and Vendor may enter into a separate supplemental agreement to further define the level of service requirements over and above the minimum defined in this contract i.e. invoice requirements, ordering requirements, specialized delivery, etc. Any supplemental agreement developed as a result of this contract is exclusively between the Public Agency and Vendor. NCPA, its agents, members and employees shall not be made party to any claim for breach of such agreement.

Term of Agreement

This Agreement shall be in effect so long as the Master Agreement remains in effect, provided, however, that the obligation to pay all amounts owed by Vendor to NCPA through the termination of this Agreement and all indemnifications afforded by Vendor to NCPA shall survive the term of this Agreement.

Fees and Reporting

The awarded vendor shall electronically provide NCPA with a detailed monthly or quarterly report showing the dollar volume of all sales under the contract for the previous month or quarter. Reports shall be sent via e-mail to NCPA offices at reporting@ncpa.us. Reports are due on the fifteenth (15th) day after the close of the previous month or quarter. It is the responsibility of the awarded vendor to collect and compile all sales under the contract from participating members and submit one (1) report. The report shall include at least the following information as listed in the example below:

Entity Name	Zip Code	State	PO or Job #	Sale Amount
1			Tota	1

Each quarter NCPA will invoice the vendor based on the total of sale amount(s) reported. From the invoice the vendor shall pay to NCPA an administrative fee based upon the tiered fee schedule below. Vendor's annual sales shall be measured on a calendar year basis. Deadline for term of payment will be included in the invoice NCPA provides.

Annual Sales Through Contract 0 - \$30,000,000	Administrative Fee
0 - \$30,000,000	2%
\$30,000,001 - \$50,000,000	1.5%
\$50,000,001+	1%

Supplier shall maintain an accounting of all purchases made by Public Agencies under the Master Agreement. NCPA and Region 14 ESC reserve the right to audit the accounting for a period of four (4) years from the date NCPA receives the accounting. In the event of such an audit, the requested materials shall be provided at the location designated by Region 14 ESC or NCPA. In the event such audit reveals an underreporting of Contract Sales and a resulting underpayment of administrative fees, Vendor shall promptly pay NCPA the amount of such underpayment, together with interest on such amount and shall be obligated to reimburse NCPA's costs and expenses for such audit.

· General Provisions

- This Agreement supersedes any and all other agreements, either oral or in writing, between the parties hereto with respect to the subject matter hereof, and no other agreement, statement, or promise relating to the subject matter of this Agreement which is not contained herein shall be valid or binding.
- Awarded vendor agrees to allow NCPA to use their name and logo within website, marketing materials and advertisement. Any use of NCPA name and logo or any form of publicity regarding this contract by awarded vendor must have prior approval from NCPA.
- If any action at law or in equity is brought to enforce or interpret the provisions of this Agreement or to recover any administrative fee and accrued interest, the prevailing party shall be entitled to reasonable attorney's fees and costs in addition to any other relief to which such party may be entitled.
- Neither this Agreement nor any rights or obligations hereunder shall be assignable by Vendor without prior written consent of NCPA, provided, however, that the Vendor may, without such written consent, assign this Agreement and its rights and delegate its obligations hereunder in connection with the transfer or sale of all or substantially all of its assets or business related to this Agreement, or in the event of its merger, consolidation, change in control or similar transaction. Any permitted assignee shall assume all assigned obligations of its assignor under this Agreement.
- This Agreement and NCPA's rights and obligations hereunder may be assigned at NCPA's sole discretion, to an existing or newly established legal entity that has the authority and capacity to perform NCPA's obligations hereunder
- All written communications given hereunder shall be delivered to the addresses as set forth below.

National Co	operative Purchasing Alliance:	Vendor:	IPS Group, Inc.
Name:	Matthew Mackel	Name:	Chad Randall
Title:	Director, Business Development	Title:	Chief Operating Officer
Address:	PO Box 701273	Address:	7737 Kenamar Court
	Houston, TX 77270		San Diego, CA 92121
Signature:	Aldrent	Signature:	CREP Pill
Date:	August 1, 2019	Date:	7/15/19

TAB 3 VENDOR QUESTIONNAIRE

Tab 3 - Vendor Questionnaire

Please provide responses to the following questions that address your company's operations, organization, structure, and processes for providing products and services.

- · States Covered
 - Bidder must indicate any and all states where products and services can be offered.
 - Please indicate the price co-efficient for each state if it varies.

Alabama	Maryland	South Carolina
Alaska	Massachusetts	South Dakota
Arizona	Michigan	Tennessee
Arkansas	Minnesota	Texas
California	Mississippi	Utah
Colorado	Missouri	☐ Vermont
Connecticut	Montana	☐ Virginia
☐ Delaware	Nebraska	Washington
☐ District of Columbia	Nevada	☐ West Virginia
Florida	New Hampshire	Wisconsin
Georgia	☐ New Jersey	Wyoming
Hawaii	☐ New Mexico	
□ Idaho	New York	
☐ Illinois	☐ North Carolina	
☐ Indiana	☐ North Dakota	
lowa	Ohio	
Kansas	Oklahoma	
☐ Kentucky	Oregon	
Louisiana	Pennsylvania	
Maine	Rhode Island	

	American Somoa	Northern Marina Islands
	Federated States of Micronesia	Puerto Rico
	Guam	U.S. Virgin Islands
	Midway Islands	
• Mi	inority	and Women
Bu	isiness Enterprise (MWBE) and (HUB) Particip	
		cally underutilized businesses (HUB) in the ents shall indicate below whether or not they are
	Respondent Certifies that the	
	 Historically Underutilized Business 	
	 Respondent Certifies that the 	
• Re	esidency	—
	Responding Company's principal place of State of California	business is in the city of San Diego,
• Fel	lony Conviction Notice	
	Is not owned or operated by an	herefore, this reporting requirement is not applicable. yone who has been convicted of a felony. lowing individual(s) who has/have been convicted of ation of the names and convictions must be
• Dis	stribution Channel	
	Authorized Distributor Man	ition in the distribution channel: tified education/government reseller nufacturer marketing through reseller er:
• Pro	ocessing Information	
	Provide company contact information for	the following:
	 Sales Reports / Accounts Payable 	
	Contact Person: Krista Mur	ison
	Title: Accounts Payable	
	Company: IPS Group, Inc.	C-10-14
	Address: 7737 Kenamar	
	City: San Diego Phone: (858) 404-0607x2	State: CA Zip: 92121 Email: krista.munson@ipsgroupinc.co

 Purchase Orders 						
Contact Person:	Mike Dalzell					
Title: Senior V	P of US Sales					
Company: IPS	Group, Inc.					
Address: 7737	Kenamar Court					
City: San Diego	State:	CA	Zip:	92121		
Phone: (201) 8	374-3040	Email:	mike.dalzell@ips	groupinc.com		
 Sales and Marketing 						
Contact Person:						
Title: _Senior \						
Company: IPS						
	7 Kenamar Court			00101		
City: San Dieg				92121		
Phone: (201) 8	3/4-3040	Email: <u>r</u>	mike.dalzell@ips	groupinc.com		
 In addition to the current typic all future product introduction If answer is no, attach a would be calculated for Pricing submitted includes the calculated based on the invoice Vendor will provide additional 	ns at prices that are parastatement detailing future product intro XY Yes required NCPA admits a price to the custome XYes	roportion how price ductions. No inistrative er. No	nate to Contract Pring for NCPA parti	ricing. icipants ee is		
Cooperatives						
	List any other cooperative or state contracts currently held or in the process of securing.					
Cooperative/State Agency	,	Discount Offered		nnual Sales Volume		

TAB 4 VENDOR PROFILE





VENDOR PROFILE

PLEASE PROVIDE THE FOLLOWING INFORMATION ABOUT YOUR COMPANY:

- Corporate office location.
 Please see information below.
- List the number of sales and services offices for states being bid in solicitation. We have 15 regionally focused team members, as well as regional offices in California, Washington and Connecticut.
- List the names of key contacts at each with title, address, phone and e-mail address. Please see company contacts on pages 24-25.

FIRM NAME: IPS GROUP, INC.

Mailing Address: 7737 Kenamar Ct., San Diego, CA 92121 Contact Person: Chad Randall, Chief Operating Officer

Tel: (858) 404-0607 Fax: (858) 403-3352 Email: chad.randall@ipsgroupinc.com Tax ID #: 23-3028164 | D&B 142-443-881





ABOUT US

THE MISSION OF IPS GROUP, INC. IS TO TRANSFORM CITIES WITH THE MOST TECHNOLOGICALLY ADVANCED, YET PRACTICAL AND AFFORDABLE SMART PARKING SOLUTIONS IN THE WORLD.

For more than two decades, IPS has been committed to the design, engineering, and manufacturing of intelligent parking technologies that shape the industry such as payment processing systems, SaaS management software, and low-power wireless telecommunications.

Based in San Diego, CA, IPS is the proud inventor of the credit card enabled singlespace parking meter and has more wireless parking devices deployed across the US than our competitors combined.

To date, IPS operates more than 275,000 wireless devices in over 300 cities worldwide. IPS drives the Smart Cities evolution as an innovator and trusted provider of Smart Parking technology.

IPS handles all design, final assembly, and ongoing support from our San Diego offices, where we employ more than 200 full-time employees.

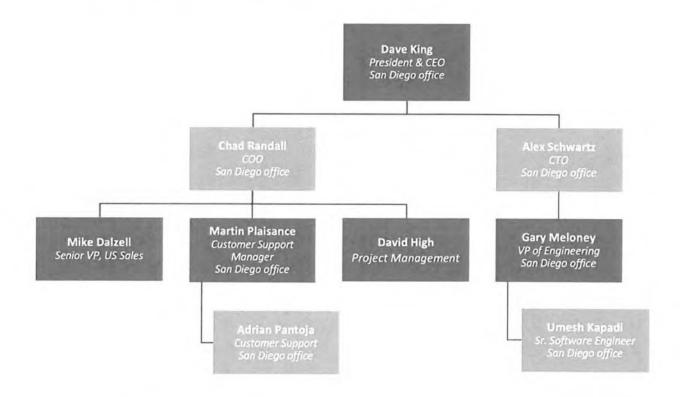
By manufacturing in the US, we are able to provide outstanding quality, reduce environmental impact, and meet quick delivery turnaround requirements.

IPS also has local sales and field staff throughout the US to provide the level of support our customers require. In addition to sales and dedicated customer support assigned to your account, IPS has an in-house team of product engineers, computer programmers, marketing and PR professionals, accountants, and technical support specialists to support any project.

Our goal is to develop a long-term partnership, rooted in open, honest communications, close cooperation, and practical application of parking technologies. Our project approach includes proven technology, seasoned team members, and solid experience using such technology to improve customer satisfaction and optimize and increase parking revenue requirements.

DEDICATED TEAM FOR THE NCPA

IPS will dedicate our most seasoned and experienced team for the NCPA project, and will not substitute any of the proposed team members without the consent of the NCPA. Profiles of the team are included on the following pages.





THE DIVERSE IPS TEAM POSSESSES MORE THAN 200 COMBINED YEARS OF EXPERIENCE IN SPECIALTIES RANGING FROM MANAGEMENT, R&D. SALES AND MARKETING, TO ENGINEERING AND CUSTOMER SUPPORT.



DAVID W. KING IPS President & CEO dave.king@ipsgroupinc.com ROLE: Authorized to Bind and Negotiate

David King is the founder and Chief Executive Officer of IPS Group, Inc. A leader in telecommunications for over 20 years and the senior brainchild behind the solar powered single-space parking meter, King's responsibilities include leadership and oversight of all the Company's initiatives and operations. As a business leader, King has had a far reach across the globe. In South Africa, King was an executive for Barlow Rand Limited, the largest industrial company in the country. King also served as President of Telkor Pty, a large high-tech telecommunications and military electronics company employing over 1,000 employees, half of which were highly skilled engineers.



CHAD P. RANDALL IPS Chief Operating Officer chad.randall@ipsgroupinc.com ROLE: Authorized to Bind and Negotiate

As COO, Chad Randall is responsible for the broad oversight of IPS Group's ongoing operations and maintains direct supervision of the Company's business development unit. Randall joined the Company in 2008 at his current position, bringing many years of Fortune 500 corporate experience in both the automotive and instrumentation industries. In addition to business management, Randall has functional experience in engineering, manufacturing, marketing and product line management. Randall holds a Bachelor of Science in Mechanical Engineering from Rose-Hulman Institute of Technology and a Master's in Business Administration from Harvard Business School.



ALEXANDER M. SCHWARZ IPS Chief Technical Officer alex.schwarz@ipsgroupinc.com ROLE: All Meter and Back Office Technical Integration

Alex Schwarz serves as the Chief Technical Officer of IPS Group, Inc. As CTO, Schwarz has played a major role in the development of IPS' flagship product, the solar powered single-space parking meter, and is responsible for the oversight of IPS Group's research and development efforts. Schwarz joined IPS Group in 1998 as a specialist in information technology and cellular telecommunications. Schwarz has comprehensive knowledge of the design and manufacturing of electronic peripherals, electronic parking meters, and cellular interface technology (CDMA and GSM).



MIKE DALZELL

IPS Senior Vice President of US Sales | ROLE: Sr. VP of US Sales

mike.dalzell@ipsgroupinc.com

With more than 30 years of professional sales experience, including 3 years of prior military service, Dalzell has built a career as a successful systems sales engineering and sales team manager. This includes over 10 years selling Communications Technology into Fortune 500 companies, and over 20 years providing sales management and marketing services to startup technology companies all over the USA.



DAVID HIGH

Project Manager | Role: Project Management

david.high@ipsgroupinc.com

David High has been dedicated to the parking industry for over 20 years. He began his parking career in 1996 as a site manager for Standard Parking (SP+) in Washington, DC. Mr. High has also been employed by two of the largest global Parking, Access and Revenue Control Systems (PARCS) providers. David was a 10 year board member and Past President of The Parking Association of the Virginias (PAV) as well as a 10 year board member for the Middle Atlantic Parking Association (MAPA). David was born and raised in Pennsylvania, attended The Ohio State and The Pennsylvania State Universities, and graduated from Penn State with a bachelor's.



MARTIN PLAISANCE

IPS Director of Customer Service | Role: Customer Support Manager martin.

plaisance@ipsgroupinc.com

Martin Plaisance serves as the Director of Customer Service. He is also the lead support engineer for resolving all cellular communication issues related to the IPS meter, and works directly with IPS cellular service providers. Since 2011, Plaisance has led installations for the IPS product support team, and developed the experience to be the first point of contact for all customers. Prior to IPS, Plaisance was a lead field support engineer for one of the largest medical supply companies in the world.



ADRIAN PANTOJA

IPS Customer Support Manager | ROLE: West Customer Support

Adrian.pantoja@ipsgroupinc.com

Adrian Pantoja began working for IPS Group in March of 2015. She currently works as a Customer Service Manager, serving IPS Group's West Coast clientele. Adrian previously served 10 years in the United States Marine Corps as a military policeman. While in the service, she received several awards for her exemplary performance of duties, civilian volunteer work, and overall commitment to the Marine Corps. Her experience in the Marines taught her to find creative solutions to difficult problems and to have the endurance to see these solutions through to completion.



We believe our experience in the technology and telecommunications industries has helped us create products that provide the best combination of convenience, user experience. enforceability, and cost of ownership among any parking meter product in the industry today. Our awards reflect our commitment to surpassing expectations in innovation and providing an outstanding client experience.

AS EVIDENCE OF OUR COMMITMENT, IPS HAS BEEN RECOGNIZED WITH THE FOLLOWING AWARDS:

FIRST PLACE IN THE DELOITTE TECHNOLOGY FAST 50. (an honor bestowed upon the fastest growing technology companies)

INTERNATIONAL DESIGN AWARD, 2009

CLEAN TECHNOLOGY AWARD, 2009

CONNECTED WORD VALUE CHAIN AWARD, 2012

US MAYORS FOR EXCELLENCE IN PUBLIC/PRIVATE PARTNERSHIP for Coin/Credit Parking Meter Technology Upgrade in the University of Los Angeles, CA, January 2012

VIC KOPS HUMANITARIAN AWARD, ALONZO AWARDS, 2012. SMART UNIVERSITY PARKING SYSTEM, GOOD DESIGN SELECTION Commercial and Industrial Category, 2014

2014 INTERNATIONAL PARKING INSTITUTE PARKING MATTERS MARKETING & COMMUNICATIONS AWARD

CIO TOP 25 GOVERNMENT TECH, 2018

BRITISH PARKING AWARDS FINALIST, 2018CIO TOP 25 GOVERNMENT TECH, 2018

BRITISH PARKING AWARDS FINALIST, 2018









Define your standard terms of payment. Net 30

Who is your competition in the marketplace?

IPS is the only Technology Company in the Parking Industry that supplies an entire, fully integrated parking management ECOSYSTEM. Other vendors **cannot** provide the same fully integrated system that we can, but they include such companies as Civic Smart, Duncan Solutions, Flowbird, MacKay Meters, Passport and T2.

Provide Annual Sales for last 3 years broken out into the following categories:

- Cities / Counties
- K-12
- Higher Education
- Other government agencies or nonprofit organizations

Sales for the past three years have been exclusively City and County-based. Actual sales numbers are considered confidential.

What differentiates your company from competitors?
Please view the following two pages for "Key Differentiating Factors."

Describe how your company will market this contract if awarded.

IPS has an in-house marketing and public relations team and a direct sales force that can support NCPA public outreach for the contract by generating press releases, holding press conferences, creating marketing collateral to advise the public on new meters, creating a website, and more.

Describe how you intend to introduce NCPA to your company.

Upon award, IPS will host a kick-off meeting between the relevant parties to discuss time lines, program goals, and division of responsibilities. This meeting will serve to address any questions or concerns. IPS has been a member of NCPA for many years, and our team is well versed in the processes required to make this agreement successful.

Describe your firm's capabilities and functionality of your on-line catalog/ordering website IPS products are sold through direct sales contact. However, our website provides resources such as collateral material, tutorials, and reports. Please visit us at www.ipsgroupinc.com, IPS will soon be launching an online e-commerce website that can serve all client ordering needs if they wish to purchase products and spare parts online. In addition, we offer marketing services to all our clients, please see Value Added section for more details.

Describe your company's Customer Service Department (hours of operation, number of service centers, etc.)

Please view the pages following "Key Differentiating Factors" for our customer service information.



KEY DIFFERENTIATING FACTORS



FULLY INTEGRATED MANAGEMENT SYSTEM:

IPS is the only supplier to provide a best-in-class product suite, fully connected and powered by one back-end software solution that intelligently manages all aspects of a parking program.

The system is built from the ground up and offers complete system-wide control at your fingertips. Unlike some solutions that promote surface level integrated solutions with basic data sharing, IPS offers a deeply connected system of future-proof technology that harmoniously complement each other as part of a truly comprehensive Smart Parking solution. This includes MS1™ pay-stations with more flexible payment options offered than any other meter or pay station in the industry (such as smart payments with Apple Pay and Android Pay); mobile payment/pay-by-cell, in-vehicle payment, cloud-based parking enforcement and citation management, permit management and more.



UNPARALLELED POWER EFFICIENCY:

IPS products boast unparalleled power efficiency that is derived from low-power (solar) energy. By incorporating solar energy into our products, we help cities realize their GREEN initiatives and reduce the number of batteries in landfills.

CZ LEADER IN INNOVATION:

IPS invests heavily in research and development in order to position itself as the industry leader. Our company culture fosters the flow of ideas. We currently own 135+ patents, a list that continues to grow. As such, we are able to provide our clients with state-of-the-art products to help maximize existing infrastructure, enhance revenue, and improve the overall customer experience. Some examples include: vehicle detection sensors, smart collection systems, visual analytics tools, and mobile maintenance phone applications. The result of our investment has led to groundbreaking innovation such as offering the only smart meter that provides in-vehicle payment capability through Bluetooth technology, and also allowing users additional flexible payment options such as Apple Pay and Android Pay.

04

POWERFUL DATA MANAGEMENT SYSTEM:

Each IPS meter is integrated into a web-based data management system (The Data Management System - DMS) and data is stored on central servers hosted by IPS. This data transfer happens automatically and, unlike others, our parking meter technology allows all rate changes, firmware downloads, and communication to/ from the meter to take place remotely with no need to physically visit the meter. Built for the future of Big Data, our next-generation DMS connects all IPS solutions with modules, data intelligence, and an enhanced user interface design that improves management of parking networks from anywhere, at any time.

05

MANUFACTURED IN THE US:

While many of our competitors' products are manufactured outside of the US, IPS is proud to manufacture at its corporate headquarters in San Diego, CA. Furthermore, all engineering, card processing, data storage, and back office hosting server systems are based in the US.





For nearly two decades, IPS has built a reputation as an industry leader due to its fully integrated Smart Parking Platform, which is backed by a professional support team that provides fast, efficient service. We know our customers' ultimate goal is to have an optimized Smart Parking program, and we aim to help them achieve this by establishing a lasting relationship built on a foundation of trust, outstanding quality and integrity.

No other supplier in the industry knows parking like we do. Our service team of professional, dependable and courteous experts are committed to the ongoing support of your parking operations, whenever you need it, for any reason, to ensure you achieve the best results possible and that we deliver what we promise.

IPS clearly understands the importance of ongoing support and we encourage the City to speak with our references in this regard. We also understand that ongoing support is a critical element of any successful project and the basis of a long-term partnership. IPS is uniquely positioned to provide support services that will translate into the most responsive and comprehensive service offering available to the City. Customers are provided a designated Customer Support Manager who understands all of the intricacies of your project.

For any challenge, we have a solution. We promise total satisfaction.

THE FOLLOWING SERVICE OFFERINGS ARE INCLUDED THROUGHOUT THE LIFE OF THE CONTRACT WITH IPS:



24/7 TELEPHONE HELP DESK & ONGOING SUPPORT

Knowledgeable, friendly service is just a phone call away.

IPS offers customer service resources with in-depth system knowledge around the clock to ensure you get what you need, fast. Our team of experts are available via a telephone-based help desk during normal business hours from 8 a.m. to 5 p.m. PST, Monday through Friday. We also offer after-hours/emergency technical support to maintain constant coverage. Upon entering a contract, IPS will provide contact information for all IPS senior staff.

IPS customer service can be reached toll-free at (858) 568-7648, or at customersupport@ipsgroupinc.com for non-emergencies.



ONLINE SUPPORT AND RMA PROCESS

Get online assistance and RMA management from one easy-to-use portal. https://sso.ipsmetersystems.com

IPS offers one easy-to-use portal, the next-generation Data Management System (DMS), from which Cities can submit and track help tickets, as well as closely monitor RMA requests. In the rare event that the meter cannot be repaired by your own technician, the equipment will need to be returned to our RMA Department, and updates can be monitored online, at any time,



USER MANUALS AND TRAINING MATERIALS

Self-help support resources are right at your fingertips.

Our products have been developed so that an easy, immediate fix may be available without the help of additional IPS personnel support. The next-generation DMS provides Cities with all of the self-help resources to get the job done. Online help tools include product manuals, FAQs, "how-to" training videos, and more. These tools can be conveniently accessed 24/7 online for authorized users. Any common web browser is the only tool required to access the DMS.



MANUFACTURING SUPPORT

Designated technical resources are ready to help you.

As both the designer and manufacturer of its smart parking technology, IPS is prepared to designate your City with technical resources including a team of hardware/software engineers, database administrators, and web/data-integration engineers for additional support.



DATA SECURITY MANAGEMENT

Your data is protected.

IPS offers ongoing data security management and backup systems support of the DMS in case of a critical failure.



PERSONALIZED FOLLOW-UP MEETINGS

Ensure all project criteria is met and exceeds expectations.

Once installation is complete, a conference call between the City, the designated CSM, and Director of Sales is held to discuss the wrap-up of the installation and ensure all project criteria has been met. Check-in meetings can be held periodically to discuss progress or additional concerns as needed.

GREEN INITIATIVES

As our business grows, we want to make sure we minimize our impact on the Earth's climate. We are taking every step we can to implement innovative and responsible environmental practices throughout NCPA to reduce our carbon footprint, reduce waste, energy conservation, ensure efficient computing and much more. To that effort we ask respondents to provide their companies environmental policy and/or green initiative.

Please view "Environmental Sustainability And Green Initiatives" on the following pages.



IPS is committed to sustainable business methods and manufacturing processes to minimize the impact on our environment. We have incorporated the following practices to increase energy efficiency, minimize the amount of waste we contribute to landfills, and ensure environmental responsibility:

SUSTAINABILITY PRACTICES FOR CLIENTS

Solar Panels: IPS meters are powered by a patented combination solar power and battery system. The solar panel on the back side of the meter allows for constant recharging of the battery with ambient light. This earth-friendly energy source provides up to five years of battery life, depending on operating conditions and environmental factors. A nominal amount of ambient sunlight keeps the battery packs charged. Primary cell technology keeps the unit operating, even with minimal sunlight and acts as the back-up battery.

Battery Recycling: Batteries which have reached the end of their useful life are sent back to the manufacturer for recycling, ensuring that no batteries end up in landfills. IPS also partners with a third-party battery recycling company to offer battery recycling services to our customers.

Plastics Recycling: The plastic components and Lexan coverings from returned or malfunctioning meters are sent back to the manufacturer and recycled into new plastic, thereby reducing the amount of plastic that enters our local landfills.

Reducing CO2 Emissions: Using a combination of our sensor and mobile app technologies, green cities can offer their parking patrons "wayfinding"—the ability to find available spaces with a phone app—thereby reducing the carbon waste of congestion and circling.

IPS MANUFACTURING GREEN INITIATIVES



LED Lights Throughout Our Corporate Offices: IPS equips our offices with state-of-the-art LED lighting, conserving energy by 60 percent over conventional lighting.

Motion Detection Sensors: To prevent wasting energy by lighting empty spaces, all of our corporate headquarters rooms have motion detection sensors. In addition, employees are encouraged to conserve energy by turning off lights when leaving a room and powering down electronics when leaving for the day.

Waste Prevention: To reduce the amount of paper we use, IPS encourages employees to "Think Before You Print"; our default printer setting is two-sided paper. We use recyclable paper and materials whenever possible and send all corporate communications via electronic media. To lower our carbon footprint by reducing air travel and road trips, we communicate with our U.S. and Canada salesteams primarily through conference calls and webinars.

VENDOR CERTIFICATIONS (IF APPLICABLE)

Provide a copy of all current licenses, registrations and certifications issued by federal, state and local agencies, and any other licenses, registrations or certifications from any other governmental entity with jurisdiction, allowing respondent to perform the covered services including, but not limited to, licenses, registrations, or certifications. Certifications can include M/WBE, HUB, and manufacturer certifications for sales and service.

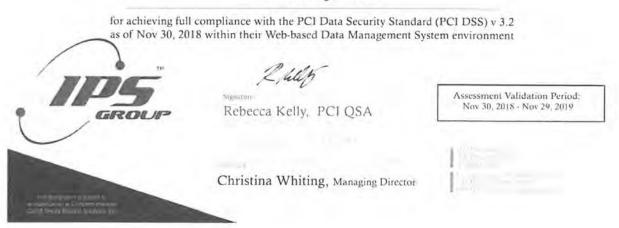
PCI-DSS LEVEL 1 CERTIFIED

IPS is a Level 1 PCI-DSS v3.2 certified payment gateway, processing 120+ million payments safely and securely each year. The entire system is audited annually by an external PCI QSA (Qualified Security Assessor). We are currently assessed as being compliant with the latest Level 1 PCI-DSS version 3.2 requirements. In fact, IPS has been certified as being PCI compliant since 2009, which is shortly after the PCI-DSS program began. Our customers can therefore be assured that card holder data security is important to us and security of this sensitive data has been built into our systems from the very start. IPS is also listed as an accredited payment service provider for Visa Cardholder Information Security Program (CISP) and the MasterCard Site Data Protection (SDP) programs.



After performing interviews, on-site assessments, and off-site sampling, Tevora Business Solutions, Inc., a PCI Qualified Security Assessor is pleased to certify

IPS Group, Inc.





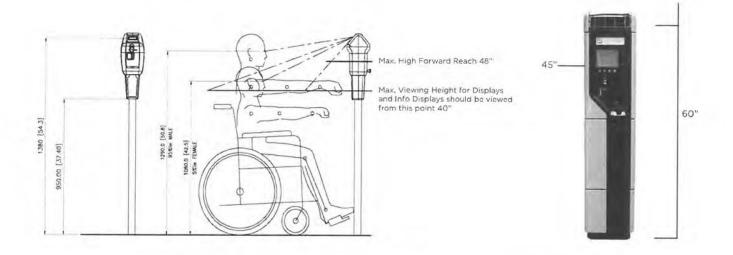
A CERTIFICATION

The MS1 Multi-Space Pay Station and M5™ Single Space Parking Meter are compliant with the Federal Americans with Disabilities Act (ADA).

- The pay station screen is positioned at a height of 45"
- IPS meters are ADA compliant as long as the meter poles are cut to the appropriate heights.

ADA - "The force required to activate operable parts shall be 5 pounds (22,2 N) maximum."

The MS1 and M5™ key buttons complies with this requirement. The force to operate the key buttons is typically equal or less than one pound.





Wheelchair accessible IPS smart meters in the City of Columbus, OH





TAB 5 PRODUCTS & SERVICES SCOPE Parking Sassions





Respondent shall perform and provide these products and/or services under the terms of this agreement. The supplier shall assist the end user with making a determination of their individual needs.

The following is a list of suggested (but not limited to) Parking Meters categories. List all categories along with manufacturer that you are responding with:

METER MECHANISMS

Please view the following two pages with information regarding the M5™ Single Space Meter.

METER MANAGEMENT SYSTEMS

Next-Generation Data Management System (DMS): Our feature-rich back office system helps our customers better manage and interpret their Smart Parking data. The DMS connects all IPS solutions for improved management of parking networks from anywhere, at any time. The DMS is also proven to have the ability to integrate data in both directions making the system both very powerful and versatile.

METER ACCESSORIES

Smart Collection System: The IPS Smart Collection System provides a more accurate and efficient process for collecting, counting and reconciling parking meter revenues from IPS Smart Meters. The Smart Collection System offers cash collections accountability and accurate revenue tracking, transparency to the meter audit, and access to collections data from any-where, at any time, with real-time transmission through wireless communication. The patent-ed IPS cash tracking system gives customers access to additional meter data and provides greater transparency for the collection program in your city.





M5™ SINGLE-SPACE METER

The IPS flagship product and gold standard for single-space Smart Parking meters, the patented M5™ retrofits into existing parking meter housings to maximize infrastructure, and is fully-operational in seconds. IPS meters provide Cities and their patrons with a simple and consistent parking user experience that is more cost-effective, customer-friendly, and more reliable than alternatives. The credit card-enabled single-space smart meter patented by IPS offers multiple payment options including coins, credit/debit card, optional NFC/contactless payment (such as Apple Pay and Android Pay), smart card, and tokens; access to real-time data, solar power technology, and a comprehensive web-based meter management system.

PHYSICAL FEATURES

- Mechanism is protected by zinc alloy meter dome and UV resistant, anti-fog Lexan cover
- Keypad has four easy-to-read mechanical buttons for intuitive payment navigation rated at more than 250,000 cycles
- Tri-colored LED lights on front and back of meter alert enforcement officers of meter status: paid (green), unpaid (red), and meter fault (yellow)
- Vandal resistant coin slot/chute allows for worry-free operation and quick servicing
- Environmentally-friendly solar panel and combination rechargeable/back-up battery pack maximize ongoing power
- Proven ability to operate under varying environmental conditions such as snow, sleet, rain, humidity, dust storms, extreme cold, and extreme heat



MULTI-SPACE METERS AND SYSTEMS

PAY STATION

THE MS1™ PAY STATION IS THE LATEST GENERATION OF UNATTENDED PAYMENT SYSTEMS FROM IPS GROUP.

Built with ease-of-use in mind, customers will enjoy a flexible user experience like no other pay station available on the market.

MS1™ PAY STATION

BENEFITS OF THE MS1™ INCLUDE:

- Flexibility: The MS1™ is available in pay-by-space, pay-and-display, and pay-by-plate models. A simple change of the keypad and a firmware update are all that are required.
- Robust Hardware Design: Highly-secure, stainless steel cabinet with weather and graffiti-resistant powder coating and scratchresistant armored glass LCD display window
- Unparalleled Power Efficiency: Powered by environmentallyfriendly solar panel and combination rechargeable and back-up battery pack to maximize ongoing power.
- Customization: Configurable buttons available for help screens, alternative languages, max time, and more.
- Guaranteed Quality: High security stainless steel housing with weather and graffiti-resistant powder coating make it both durable and easy to maintain.
- Improved Visibility: Blue LED lighting above the display provides enhanced visibility for motorists, technicians, and collections staff.
- Customer-Friendly Interface: IntelliTouch™ provides additional flexibility when completing a transaction. Users may begin the payment sequence in any order. The MS1™ will then guide them
- Dependability: Pay stations communicate wirelessly on the GPRS 3G/4G cellular network, ensuring fast and reliable communications while processing secure credit card authorizations, wireless downloads of rates and messages, and transmissions to DMS.
- **Easy Maintenance:** Modularly designed with the technician in mind for easy plug-and-play maintenance.
- Future-proof Design: IPS Group's open interface provides seamless integration with third-party systems, such as enforcement, to further optimize parking operations.

MS1™ PAY STATION

KEY FEATURES

- Accepts credit and debit cards, coins, tokens, smart card, pay-by-phone, NFC/contactless (optional). EMV (optional) and bill notes (optional)
- Available in Pay-by-Space, Pay-and-Display, and Pay-by-Plate with the simple change of a keypad and firmware update
- Separate maintenance cabinet and collection vault. The cash box is housed in a secure vault that features a six-point locking system and highsecurity lock.
- Highly-secure, stainless steel cabinet with weather and graffiti-resistant powder coating and scratchresistant armored glass LCD display window.
- Independently certified to operate in all climate types, and temperature range of -40°F to 140°F
- Modular parts allow for easy servicing in the field with just a Phillips screwdriver.
- ADA compliant
- Enables strategic price structures including demand-based and variable rate structures.
- Automatic alerts sent to technicians or staff members in the field via email, text, or both.
- Pre-integrated with IPS meters/sensors, most payby-phone and guidance/enforcement applications.
- Interchangeable components with IPS Single Space Smart Parking Meters.
- Real-time online secure credit card authorizations. coin payment, and wireless download of rates and messages via the cellular network.
- Provides customers with the easiest user interface on the market. Intellitouch offers additional flexibility to complete a transaction in any order the user chooses.
- Easily upgrades to contactless payment and/or EMV-approved card readers in the future if desired by the City.





PAY STATION

WITH MULTIPLE PAYMENT OPTIONS. MODULAR PARTS, AND CUSTOMER-FOCUSED FEATURES SUCH AS INTELLITOUCH™, THE MS3™ IS A TRUE, FUTURE-PROOF DESIGN.

The MS3™ Pay Station features a full-color screen. multiple languages, and the flexibility of an optional touchscreen.



MS3™ MULTI-SPACE PAY STATION

The MS3 Pay Station features a full-color screen with multiple languages and the flexibility of an optional touchscreen. With the MS3, you can give your patrons easy-to-read parking instructions in a vibrant showcase. For your staff, the MS3 ties into the powerful IPS Data Management System, allowing you in-depth analysis of parking patterns and the ability to remotely update rates.

PHYSICAL FEATURES

- Display: Large color, touch screen (optional), multi-language, 800x480 pixels and allows for alpha-numeric or graphical messages. Display is protected by antiglare coated bonded glass (standard).
- Payment Accepted: Credit and debit cards, smart cards, coins, tokens, pay-bycell, smart payments through apps like Apple Pay and Android Pay, and optional bill notes.
- Cabinet Housing: Unibody construction. High grade corrosion-resistant stainless steel treated and covered with weather and graffiti-resistant powder. Protected by a six (6) point secure locking system.
- Sustainable: Combines solar panels with battery back-up for maximum power efficiency. A great choice for Green Initiatives.



COLOR DISPLAY



OPTIONAL TOUCH SCREEN



INTUITIVE KEYPAD



CARD READER



SOLAR PANEL

MS3™ PAY STATION

KEY BENEFITS OF THE MS3™ INCLUDE:

- Flexible: The MS3 is available in pay-by-space, pay-and-display and pay-by-plate models. With modular parts, it's easy to change modes when needed.
- Customizable: Configurable buttons include help screens, multiplelanguage options, plus or minus time, and more.
- Upgradable: Your existing MS1 inventory can be easily upgraded to MS3 models. Check with your sales rep for details and additional cost.
- Environmentally Friendly: Combines solar panels with battery backup for maximum power efficiency. A great choice for Green Initiatives.
- Environmentally Strong: Highly secure, stainless steel cabinet with graffiti-resistant powder coating and scratch-resistant bonded LCD is durable and easy to maintain. MS3 pay stations can withstand vandals and extreme weather conditions.
- Customer-Focused: Our unique IntelliTouch™ interface offers patrons the flexibility to complete transactions in the order they choose. Pay-by-plate automatically populates when patrons use PARK SMARTER™ mobile payments or their My Parking Receipt™ account.
- Maintenance-Friendly: Modularly designed with the technician in mind for easy plug-and-play maintenance.
- Security and Peace-of-Mind: Each unit contains a separate maintenance cabinet and collection vault. The cash box is housed in a secure vault that features a six-point locking system and a highsecurity lock, protected from thieves, nesting insects, and animals.
- Future-Proof Design: The IPS Group open interface provides seamless integration with enforcement, permitting, and license plate recognition.
- Additional Payment Options: Upgradable to contactless payment and/or EMV-approved card readers.



TECHNOLOGY











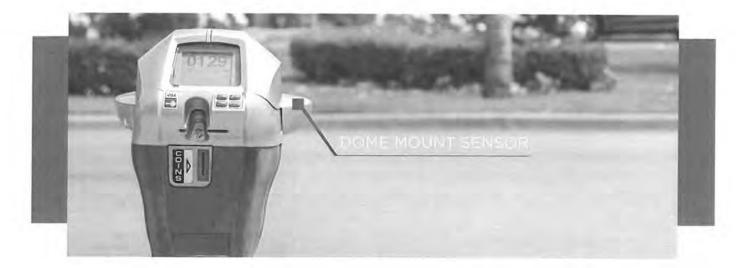
COLOR WIRELESS

ULTRA-LOW POWER

INTEGRATION READY

RFID TECHNOLOGY

VEHICLE SENSING SOLUTIONS



DOME MOUNT SENSORS

IPS Dome Mount Sensors reliably detect the presence and absence of a vehicle in a parking space, while recording arrival and departure times. IPS sensor data integrates seamlessly with the IPS Data Management System and enforcement applications, creating a powerful system for monitoring real-time occupancy and analyzing parking trends.

BENEFITS OF IPS DOME MOUNT SENSORS INCLUDE:

- No street work required sensor is integrated directly into the meter dome
- Ability to reset the meter to zero when a vehicle leaves the parking space.
- Ability to prevent meter feeding, thereby generating turnover.
- Ability to offer courtesy time resulting in positive public perception of the meters.
- Access to real-time occupancy data.
- Installed under the ground or in the meter dome, eliminating the need for additional infrastructure.
- Proven to increase revenue.
- Easy access for maintenance and/or replacement
- Configuration for any parking environment
- Wireless connection to the IPS meter. Sensor data communicated/transferred via cellular network.



PARKING ENFORCEMENT MANAGEMENT

The Parking Enforcement Management solution seamlessly integrates with parking technology that is already in place, such as IPS single-space Smart Parking meters and multi-space pay stations, License Plate Recognition (LPR) technology, and mobile payment applications, as well as third-party services such as the Department of Motor Vehicles (DMV) and National Law Enforcement Telecommunications Systems (NLETS).



THE SOLUTION INCLUDES:

- Mobile Enforcement Solution: a handheld citation writer (available as a one or two-piece) used by enforcement officers for the issuance of parking citations
- Enforcement Management System (EMS): back office web-based application that receives citation information from the enforcement device in real time and tracks and monitors all stages of the citation process
- Online Public Portal: website that provides citizens convenient access to their citation information with the ability to pay and resolve or contest without the hassle of a slow mailing process.

THE FOLLOWING FEATURES ARE INCLUDED WITH THE PARKING ENFORCEMENT MANAGEMENT SOLUTION:

- All-in-one enforcement device integration
- Dashboard features including real-time statistics, heat mapping, user activity and performance analytics
- On-demand visual reporting including chart and graphs with various export format options (including XLS, CSV, and PDF)
- Full cross platform, cross browser and cross device compatibility
- Letter Mailing Services: Customizable adjudication and notification letters. (i.e. Review Results letters, Hearing Schedule letters, NSF letters, Partial Payment Letters, Drive-Away letters, Correction letters etc.)



PERMIT MANAGEMENT SOLUTION

Our Permit Management solution offers your City the flexibility and convenience to manage the entire parking permit lifecycle from initial design through fulfillment via a true cloud-based system available 24/7. Online reporting of payments and other permit activities provides the City with maximum visibility to track and analyze data and better manage your entire permit program.

Your City can improve the customer service experience offered to the public with our user-friendly Permit Public Portal. We offer convenient payment options, and the ability to print temporary permits upon purchase. Our solution provides the flexibility of an unlimited amount of permit types and rates including residential, guest, and daily permits, offered in multiple formats such as decals, hang tags, or electronic permits.

Gain peace-of-mind from eliminating old paper processes. Through one system you have

fast access to the most current and accurate permit information by license plate number, location, contact name, or permit number, and order status, 24/7. Comprehensive online reporting of payments and other activities provides maximum visibility for more efficient management.

FEATURES AT-A-GLANCE

- Comprehensive online reports exportable in Excel and PDF
- Process and generate renewal letters
- Provides temporary permits immediately
- Waiting List Management
- Secure log-in and access to permit information 24/7
- Online registration and permit ordering
- Vehicle and permit data uploaded in real time
- Void lost, damaged and stolen permits
- Customizable interface to match City branding

HANDHELD ENFORCEMENT COMPUTERS, ALL VARIETIES INCLUDING PRINTERS



MOBILE ENFORCEMENT SYSTEM

The IPS Mobile Enforcement System includes an easy-to-use handheld citation writer that offers parking enforcement officers a quick and efficient citation issuance process. Electronic citations are immediately loaded into the Enforcement Management System allowing an officer to easily access citation history, scofflaw and habitual offender information and custom alerts to ensure accurate citation issuance. Real-time syncing to the secure Enforcement Management System (EMS) gives officers the peace-of-mind that citation information has been accurately captured and securely transferred to the EMS for immediate processing to kick off the citation workflow.

The N5 Print Mobile Enforcement Device combines ease-of-use and durability to ensure the most convenient, quick, and efficient paperless citation issuance process possible. The device provides access to citation history, scofflaw and habitual offender information and custom alerts to ensure accurate citation issuance.

The N5 device is a one-piece, handheld unit and is lightweight, portable, and rugged enough for heavy-duty daily use which is mud-resistant and environmentally sealed to protect against harsh elements including rain, sleet, and snow. The high contrast screen is easy to read even in harsh daylight conditions.

The unit features a smart card reader with a magnetic strip for on the go payment collection, color photo syncing, e-chalking, and an integrated thermal printer that produces citations quickly. Exclusive to IPS the mobile device includes LPR-Lite, Guided Enforcement, and Heat Mapping that directs officers and enables better route planning.



- Enforce Single- and Multi-space: Easily enforce single and multi-space within the menu and populate citation fields.
- Lockbox Payment Services: Secured and controlled operating procedures allows posting of payments daily to EMS, and
- daily electronic deposits to any bank. Records of daily deposits, management reports are available and digital images of payment documents are captured to provide better customer service
- ...and more

IPS PARKING ENFORCEMENT MANAGEMENT SOLUTION DEMO



MOBILE ENFORCEMENT SOLUTION

The Mobile Enforcement Solution from IPS Group is an easy-to-use handheld citation writer that ensures parking enforcement officers experience a convenient, quick and efficient citation issuance process. An officer can easily look up citation history, and once issued, citation information is transferred to a back office system for processing in real-time.

While lightweight and portable, the citation writer is also rugged for heavy-duty use, and can withstand extreme weather conditions such as rain, sleet, and snow, and is mud-resistant (an IP65 rating). An integrated thermal printer produces easy-to-read tickets, and a magnetic strip and smart card reader is also included for payment collection. Other features include color photo syncing, e-chalking, and heat mapping.

IPS supports both Android/iOS and offers both a one-piece or two-piece unit compatible with all printer configurations.





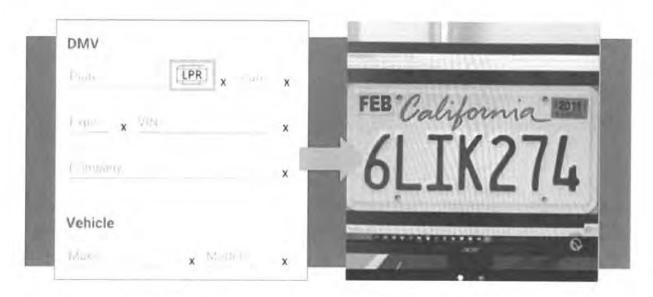
Two-piece device (separate - mobile unit and printer)



N5 One-Piece Mobile Printer Device

BASIC FEATURES

- All-In-One 1-piece or optional 2-piece unit (Android OS and iOS compatible)
- Real-time syncing to secure/encrypted LMS back office
- Scofflaw and customized alerts
- Integrated thermal printer (1-piece unit)
- Magnetic strips and smart card reader for in-field payment collection
- E-chalking
- Shift tracking
- Customizable user dashboard
- High contrast easy-to-read screen even in harsh daylight conditions
- Type=ahead field input
- GPS tracking
- High-res color images (2mp 1080 p @3fps color image)
- Automatic software updates
- IP65 rating (Operating temps tested to MIL-STD 810F -20° to +50° C)



RECOMMENDED HARDWARE:

- Handheld Device: IPS is proposing either a Samsung Note 8 or iPhoneX3.
- **Printer**: Zebra iMZ or ZQ series Bluetooth printers.
- Rugged Device Case: Otterbox Defender
- Printer Case: Soft case and shoulder strap

EXCLUSIVE TO THE IPS N5 MOBILE ENFORCEMENT DEVICE:

- LPR-lite citation issuance function
- Heat mapping
- Guided enforcement

LPR-LITE CITATION ISSUANCE FUNCTION (IPS EXCLUSIVE)

Our exclusive **LPR-lite** citation issuance function allows a user to take a picture of the respective plate and hit confirm to kick off the LPR process. The plate number field is then updated onto the citation being issued.

FEATURES INCLUDE:

- Automatic alerts
- Scofflaw/habitual offenders
- Stolen plate
- Virtual permitting
- VIP and exempt plates
- Pay-by-plate integration



CITATION HEAT MAP (IPS EXCLUSIVE) EASILY IDENTIFY AREAS WITH HIGH CITATION VOLUME

- Real-time GPS heat map shows concentration of citations issued over a specific period.
- Identify areas with high concentration of citations
- Maps refresh in real time
- Displays number of tracked and mapped citations
- Color-coded zones indicate citation volume

GUIDED ENFORCEMENT (IPS EXCLUSIVE) AUTOMATE METER TRACKING AND ENFORCEMENT

Guided Enforcement helps save time by providing real-time meter status via Google Maps of all meters on the beat, directing enforcement personnel to the exact location of meters in violation. Your enforcement personnel will no longer roam unsystematically in search

for meter violators, but instead use real-time data to make informed decisions and optimize enforcement route planning.

- Real-time meter status alerts
- Color-coded status for easy violation identification
- View or set repair notifications for meters in real time
- Click for detailed meter information









MOBILE ENFORCEMENT DEVICES

(TWO-PIECE HANDHELD)

OPTION 1: SAMSUNG NOTE 8

- Operating System Android 8.0 Oreo
- Samsung Experience 9.0Display6,3-inch Super AMOLED, 2960x1440 Processor Qualcomm Snapdragon 835 or Samsung Exynos 8895Storage64GB (U.S.)
- 128/256GB (international)Expandable micro SD up to 256GBRAM6GBRear camera 112MP f/1.7,
- Dual Pixel auto focus, OISRear camera 212MP f/2.4 telephoto, auto focus, OISFront camera8MP f/1.7, auto

OPTION 2: IPHONE X3

Capacity:

■ 64GB or 256GB

Size and Weight:

- Width: 2.79 inches (70.9 mm)
- Depth: 0.30 inch (7.7 mm)
- 5.65 inches (143.6 mm)
- 0.30 inch (7.7 mm)
- Weight: 6.14 ounces (174 grams)

Display

- Super Retina HD display
- 5.8-inch (diagonal) all-screen OLED Multi-Touch HDR display
- 2436-by-1125-pixel resolution at 458 ppi
- 1,000,000:1 contrast ratio (typical)
- True Tone, Wide color display (P3); 3D Touch
- 625 cd/m2 max brightness (typical)
- Fingerprint-resistant oleophobic coating
- Simultaneous multiple languages/characters
- Display has rounded corners with curved design within a standard rectangle.
- Splash, Water, and Dust Resistant
- Rated IP67 under IEC standard 60529
- A11 Bionic chip with 64-bit architecture
- Embedded M11 motion coprocessor chip

Camera

- 12MP wide-angle and telephoto cameras
- Wide-angle: f/1.8 aperture;
- Telephoto: f/2.4 aperture
- Optical zoom; digital zoom up to 10x
- Portrait mode: Portrait Lighting (beta)
- Dual optical image stabilization;
- Sixelement lens
- Quad-LED True Tone flash with Slow Sync
- Panorama (up to 63MP)
- Sapphire crystal lens cover;

focusConnectivity802.11ac Wi-Fi, MIMO

- Qi wireless
- Bluetooth 5.0 LE
- Charging USB-C, Fast charging
- Powermat wireless Battery3300mAhWater resistanceIP68 ratingSecurityOne-touch fingerprint sensor
- Iris scanner
- Samsung KNOXDimensions 162.5 x 74.8 x 8.6 mm
- 195 g Colors: Black, Orchid Grey, Deep Sea Blue (U.S.)
- Backside illumination sensor; Hybrid IR filter
- Autofocus & Tap to focus with Focus Pixels
- Live Photos with stabilization
- Wide color capture for photos and Live Photos.
- Body and face detection
- Exposure control, Noise reduction
- Auto HDR for photos, Auto image stabilization
- Burst mode, Timer mode, Photo geotagging
- Image formats captured: HEIF and JPEG

Video Recording

- 4K video recording at 24 fps, 30 fps, or 60 fps.
- 1080p HD video recording at 30 fps or 60 fps
- 720p HD video recording at 30 fps
- Optical image stabilization for video.
- Quad-LED True Tone flash
- Slomo video 1080p at 120 fps or 240 fps
- Timelapse video with stabilization
- Cinematic video stabilization (1080p and 720p)
- Continuous autofocus video
- Body and face detection; Noise reduction
- Take 8MP still photos while recording 4K video
- Video geotagging
- Video formats recorded: HEVC and H.264

Face ID

■ Enabled by TrueDepth camera facial recognition

Apple Pay

- Pay with your iPhone using Face ID in stores, within apps, and on the web
- Complete purchases made with Apple Pay Macs
- Receive and redeem rewards w/ rewards cards

Recommended Hardware:

- Printer: Zebra iMZ/ZQ series Bluetooth printers
- Rugged Device Case: Otterbox Defender
- Printer Case: Soft case and shoulder strap



PAPER STOCK FOR CITATIONS

Paper stock can be purchased either directly from printing companies or through IPS. Pricing depends on paper type, printing configuration, non-standard request, and order quantities purchased. Paper sizes from 2" to 4" are supported.

ACCESSORIES FOR ENFORCEMENT DEVICES

OPTIONAL ACCESSORIES INCLUDE:

- Rugged Handheld Standard Battery
- Rugged Handheld Extended Battery
- Rugged Handheld Docking Station
- Rugged Handheld Replacement Hand Strap
- Replacement Printer Battery
- Printer Shoulder Strap
- Printer Belt Clip

Rugged Enforcement Bundle Extended Warranty: Available Bundle Extended Warranty: Available

MISCELLANEOUS RELATED EQUIPMENT AND SERVICES FOR INTEGRATION AND DEVELOPMENT WORK

Custom Integration Services: Total project costs are based on scope of work and will include a total not to exceed price.

Letter Mailing Services: Includes one printed letter size form letter printed in black & white. with standard envelope, and standard postage. Collection services are available. Price quoted on an "as needed" basis.

SYSTEM INTEGRATION

For integration requirements with any vendor, IPS has the proven capabilities. All we need to receive is the data format specification, transmission API, and frequency from the vendor. Alternatively, if the vendor does not have this information, IPS can provide standardized data share API and documentation. We have data integrations with Gtechna, Smarking Parking Analytics, Passport, Pay-by-Phone, ParkMobile, ParkNow, Pango, Conduent, Oracle, and various parking operators. This not an extensive list of all data integrations, but is meant to convey the fact that we know the world of data integrations, and have done it successfully in many client locations with many partners.

PAY-BY-PHONE

The IPS system accepts mobile payments, which are displayed in real time on the meter itself, providing customers with maximum flexibility in terms of payment options, while ensuring that enforcement practices are not impacted. As such, customers can make an initial payment at the meter via credit card or any other accepted form of payment, and then extend their time by mobile payment, up to the maximum allowable time. IPS has included a reference letter from ParkMobile.

LICENSE PLATE RECOGNITION

The IPS system can seamlessly integrate with enforcement applications to aid in citation processing. Please note that IPS has included information on its fully-integrated Enforcement Management Solution within the Appendix of this proposal.

IPS can integrate our Enforcement Management Solution with any License Plate Recognition (LPR) provider to form a fully comprehensive, advanced, virtual permit and citation management system. This capacity to integrate with any LPR platform means that we have the unique ability to design our system to, just about, any need and/or specification. Our exclusive LPR partnerships allows for access the best this industry has to offer in LPR technologies:

- Fixed LPR cameras systems
- ALPR vehicle camera systems
- Garage parking systems
- Virtual permitting
- Virtual citations
- Scofflaw Alerts
- Boot Alerts
- Overtime Zones and Alerts
- Comprehensive real-time Reports



We are currently partnered with Vigilant Solutions and Genetec, however, the Enforcement Management System can integrate with any third-party LPR provider.

IPS will provide as much training (both on-site and web-based) as required by the City including additional and customized sessions before, during, and after meter deployment. Additionally, IPS can provide multiple trainers if necessary. Most IPS training sessions are a combination of onsite classroom training and hands-on use of meters and management system.

Manuals are provided for reference material. As new features are deployed, additional training sessions can be established at mutually agreeable times to provide updates and refresher training. The following pages include our standard training subjects. A complete training schedule with agenda will be constructed and approved by the City if awarded.

TRAINING SUBJECT: METER MAINTENANCE

ELEMENT DESCRIPTION

Subject Matter To introduce maintenance and operations staff with basic

meter use and operating features, including primary construction & disassembly, meter installation & removal, coin and card transactions, primary diagnostics tools, standard operating parameters, first line troubleshooting, and basic repair. Session also includes FAQs and Q&A

session.

Primary Audience All maintenance and operations staff

Training Hours per Student 1-2 hours per session

Students Eligible to Train 5-10 per sessión, no límit to number of total students

Proposed Schedule Prior to and during installation

Location of Training City meter shop or location TBD

Training Provided By IPS Group Customer Support Manager/Local Field Service

Technician

TRAINING SUBJECT: DATA MANAGEMENT SYSTEM USAGE

ELEMENT DESCRIPTION

Subject Matter Provide thorough review of all financial, technical,

administrative reporting capabilities, specific to each

functional user group, in addition to more advanced training for system administrators who will use multiple reporting

areas, as well as meter configurations.

Primary Audience Operations Supervisors/Managers, Adjudication Staff,

Project Mangers, System Administrators

Training Hours per Student 1-2 hours per session

Students Eligible to Train 5-10 per session, no limit to number of total students

Proposed Schedule One week or more prior to installation and one week after

installation

Location of Training Location TBD

Training Provided By Local Field Service Technician

TRAINING SUBJECT: ENFORCEMENT

ELEMENT DESCRIPTION

Subject Matter Demonstrate how IPS meters are operated by a user as

well as how to perform visual enforcement. Training will demonstrate meter flexibility and configuration options that

can be used to make enforcement as easy as possible.

Primary Audience Enforcement Staff / Supervisors, Adjudication Staff

Training Hours per Student 1-2 hours per session

Students Eligible to Train 8-10 per session, no limit to number of total students

Proposed Schedule Post-installation

Location of Training Enforcement staff offices or location TBD

Training Provided By Local Field Service Technician

TRAINING SUBJECT: FINANCE / ACCOUNTING / AUDIT / ADJUDICATION

ELEMENT DESCRIPTION

Subject Matter To provide overview of IPS meter management system

reporting capabilities covering all financial reports, credit card settlement, coin reconciliation and transaction details.

Primary Audience Operations Supervisors/Managers, Administration, Data

Analysts, Finance & Accounting Managers

Training Hours per Student 1-2 hours per session

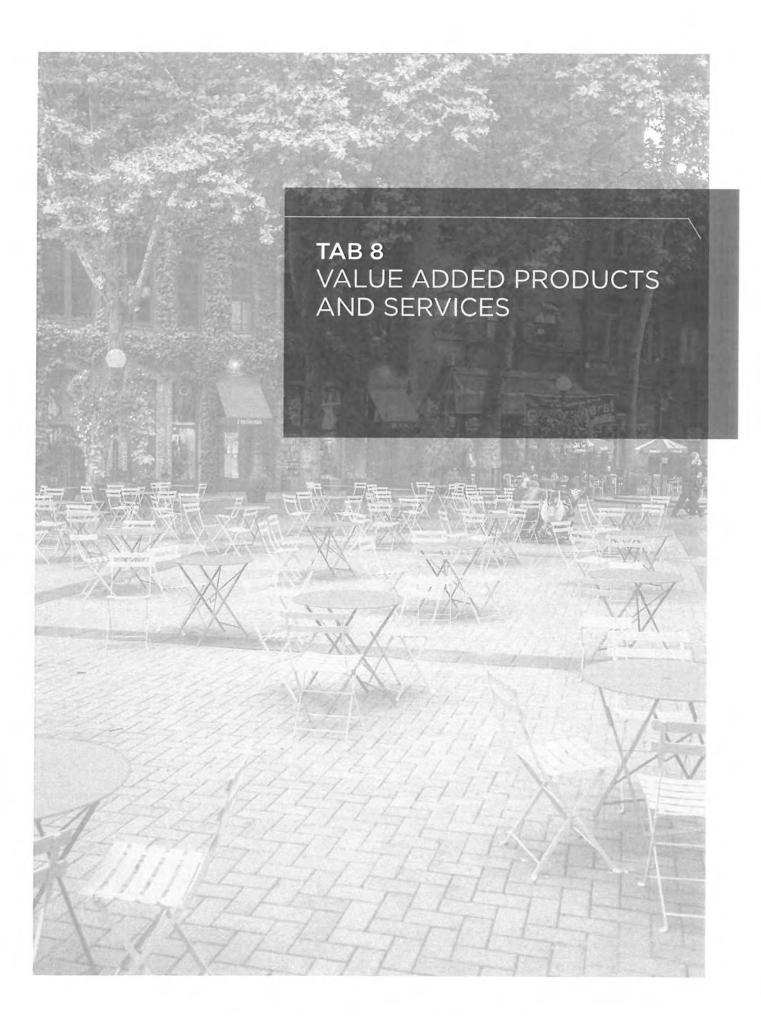
Students Eligible to Train 8-10 per session, no limit to number of total students

Proposed Schedule One week prior to installation and one week after installation

Location of Training Location TBD

Training Provided By IPS Group Customer Support and Local Field Service

Technician







VALUE ADDED PRODUCTS AND SERVICES

Include any additional products and/or services available that vendor currently performs in their normal course of business that is not included in the scope of the solicitation that you think will enhance and add value to this contract for Region 14 ESC and all NCPA participating entities.

IPS offers additional custom services that can be quoted upon request such as:

- Meter post installation
- Delinquent citation collection services
- Refurbished parking meter housings
- Custom maintenance services
- Marketing and public outreach (please view the following pages).
- License Plate Camera Recognition System
- MyParkingReceipts.com (please view the following pages).

CITY MARKETING SERVICES

OUR CITY MARKETING PROGRAM HELPS YOU GET COMMUNITY BUY-IN FOR NEW PARKING INITIATIVES.

We use a comprehensive approach, including all major marketing elements, from Web design to posters that local merchants can display in their windows.

IPS Group can produce all of these materials ourselves, as part of our service, creating a comprehensive marketing program for your merchants and citizens. We can provide the materials in an all-inclusive contract, or we would be pleased to work with your designated local providers/DBE firms for printing and other collateral services.



RECOMMENDED KEY COMPONENTS INCLUDE:

CUSTOMIZED MARKETING CAMPAIGN AND MATERIALS:

Formulating the right messaging and raising public awareness is a key element for the successful deployment of new parking initiatives. IPS will provide customized marketing and public awareness materials that can be customized to the City's specific needs.

COLLATERAL MATERIALS DEVELOPMENT:

Working with the City, we will develop collateral materials for the public including an informational tri-fold brochure, standard informational poster, customized website, links to "how-to-videos" for use on your city website and any other relevant print material for the City to assist with the public outreach initiative. An example of the "How to use Your New Meter" video can be viewed here: https://vimeo.com/65824595.

CUSTOMIZED WEBSITE:

In order to help the City introduce IPS meters to their parking public, IPS Group is offering a custom designed website for the public to learn how to use the parking meter through written directions, how-to-video tutorials and any other services that are important for the city to highlight.

CITY MARKETING SAMPLES















CONTINUED SUPPORT:

Marketing and public relations support can continue throughout the life of the contract with the City for an additional fee.

CITY MARKETING PACKAGES

For a standard to a full-agency experience, please choose from our tiered packages below. All marketing collateral/art files will be sent electronically.

BASIC PACKAGE **DELUXE PACKAGE PREMIUM PACKAGE** COLLATERAL COLLATERAL COLLATERAL Standard Website-Custom Website-Custom Website -**IPS Hosted** City Hosted **IPS Hosted** Custom Trifold Custom Trifold Custom Trifold + Printing Custom Poster Custom Poster Custom Poster + Printing Road or Garage Sign Design Road or Garage Sign Design Road or Garage Sign Design Press Release Press Release Press Release Custom Intro on How-to-Use Video How-to-Use Video How-to-Use Video 1 Round of Revisions Mini Postcard Mini Postcard + Printing Customer Cost: Tent Card Tent Card + Printing \$0 2 Rounds of Revisions Window Cling + Printing Additional Outdoor Sign Customer Cost: Design \$5,000 (+95/mo. web hosting fee). Promotional Landing Page



Customer Cost:

\$9,500 (+\$95/mo. web hosting fee; printing & shipping will be quoted separately)

Eblast for your Database

1 Design for Promo Item

4 Social Media Posts

4 Rounds of Revisions

Prices above are subject to change. Customized programs beyond the scope of standard packages will be priced accordingly. For services à la carte, we can quote those items separately. Additional edit rounds will be billed at \$100/hr. For more information, please contact us.

REQUEST A DEMO



My Parking Receipt™

My Parking Receipt™ works with IPS meters to bring greater personal reporting and record-keeping capabilities to your customers with easy access to parking receipts.

My Parking Receipt is a convenient website that allows customers to view, download and print their parking receipts paid at any IPS meter. This customer experience enhancement from IPS Group gives greater control and flexibility to customers to manage their parking expenses for personal or business record-keeping and expense reporting purposes. Users just go to the My Parking Receipt website and are able to look up transactions from the last six months using their credit card information and the transaction date range. Users may also create an account so that whenever the credit card linked to the account is used, the receipt is automatically emailed to them.

This feature is already available to all IPS customers through the powerful IPS Data Management System (DMS), where they can retrieve records and other information. This website allows the convenience to be extended to your citizens.

My Parking Receipt offers:

- Setting to automatically email parking receipts upon close of transaction
- One-time customer account set-up to simply access, view export and expense
- User-friendly interface

To create an account, visit: MyParkingReceipt.com





AUTOMATIC EMAIL



MULTIPLE VEHICLES PER ACCOUNT

For more information on the fully-integrated solution from IPS Group, please contact us.

Call for an on-site demo: 877.630.6638

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MY PARKING RECEIPT™ WEBSITE

My Parking Receipt™ works with IPS meters to bring greater personal reporting and record-keeping capabilities to your customers with easy access to parking receipts. My Parking Receipt is a convenient website that allows customers to view, download and print their parking receipts paid at any IPS meter. This customer experience enhancement from IPS Group gives greater control and flexibility to customers to manage their parking expenses for personal or business record-keeping and expense reporting purposes. Users just go to the MyParkingReceipt.com website and are able to look up transactions from the last six months using their credit card information and the transaction date range. Users may also create an account so that whenever the credit card linked to the account is used, the receipt is automatically emailed to them.

When a user registers their vehicle and license plate number on myparkingreceipts.com and they insert their credit card into any IPS pay-by-plate pay station, the license plate information will

auto-populate. This unique feature offered only by IPS provides much greater convenience to users, saving them the hassle of remembering their license plate number, possibly entering it incorrectly, or returning to the vehicle to verify accuracy.

My Parking Receipt is available to all IPS customers at no additional cost through the powerful IPS Data Management System (DMS), where they can retrieve records and other information. This website allows the convenience to be extended to your citizens.

MY PARKING RECEIPT™ OFFERS:

- Setting to automatically email parking receipts upon close of transaction
- One-time customer account set-up to simply access, view export and expense
- User-friendly interface



A My Parking Receipt™ demo can be viewed here.

TAB 9 REQUIRED DOCUMENTS

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Clean Air and Water Act & Debarment Notice

I, the Vendor, am in compliance with all applicable standards, orders or regulations issued pursuant to the Clean Air Act of 1970, as Amended (42 U.S. C. 1857 (h), Section 508 of the Clean Water Act, as amended (33 U.S.C. 1368), Executive Order 117389 and Environmental Protection Agency Regulation, 40 CFR Part 15 as required under OMB Circular A-102, Attachment 0, Paragraph 14 (1) regarding reporting violations to the grantor agency and to the United States Environment Protection Agency Assistant Administrator for the Enforcement.

I hereby further certify that my company has not been debarred, suspended or otherwise ineligible for participation in Federal Assistance programs under Executive Order 12549, "Debarment and Suspension", as described in the Federal Register and Rules and Regulations

Potential Vendor	IPS Group, Inc.
Print Name	Chad Randall
Address	7737 Kenamar Court
City, Sate, Zip	San Diego, CA 92121
Authorized signature	Cel P. lele
Date	07/15/19

Contractor Requirements

Contractor Certification Contractor's Employment Eligibility

By entering the contract, Contractor warrants compliance with the Federal Immigration and Nationality Act (FINA), and all other federal and state immigration laws and regulations. The Contractor further warrants that it is in compliance with the various state statues of the states it is will operate this contract

Participating Government Entities including School Districts may request verification of compliance from any Contractor or subcontractor performing work under this Contract. These Entities reserve the right to confirm compliance in accordance with applicable laws.

Should the Participating Entities suspect or find that the Contractor or any of its subcontractors are not in compliance, they may pursue any and all remedies allowed by law, including, but not limited to: suspension of work, termination of the Contract for default, and suspension and/or debarment of the Contractor. All costs necessary to verify compliance are the responsibility of the Contractor.

The offeror complies and maintains compliance with the appropriate statutes which requires compliance with federal immigration laws by State employers, State contractors and State subcontractors in accordance with the E-Verify Employee Eligibility Verification Program.

Contractor shall comply with governing board policy of the NCPA Participating entities in which work is being performed

Fingerprint & Background Checks

If required to provide services on school district property at least five (5) times during a month, contractor shall submit a full set of fingerprints to the school district if requested of each person or employee who may provide such service. Alternately, the school district may fingerprint those persons or employees. An exception to this requirement may be made as authorized in Governing Board policy. The district shall conduct a fingerprint check in accordance with the appropriate state and federal laws of all contractors, subcontractors or vendors and their employees for which fingerprints are submitted to the district. Contractor, subcontractors, vendors and their employees shall not provide services on school district properties until authorized by the District.

The offeror shall comply with fingerprinting requirements in accordance with appropriate statutes in the state in which the work is being performed unless otherwise exempted.

Contractor shall comply with governing board policy in the school district or Participating Entity in which work is being performed

Business Operations in Sudan, Iran

In accordance with A.R.S. 35-391 and A.R.S. 35-393, the Contractor hereby certifies that the contractor does not have scrutinized business operations in Sudan and/or Iran.

Authorized signature	Cgo P. Yelle
Date	07/15/19

Antitrust Certification Statements (Tex. Government Code § 2155.005)

I affirm under penalty of perjury of the laws of the State of Texas that:

- (1) I am duly authorized to execute this contract on my own behalf or on behalf of the company, corporation, firm, partnership or individual (Company) listed below;
- (2) In connection with this bid, neither I nor any representative of the Company has violated any provision of the Texas Free Enterprise and Antitrust Act, Tex. Bus. & Comm. Code Chapter 15;
- (3) In connection with this bid, neither I nor any representative of the Company has violated any federal antitrust law; and
- (4) Neither I nor any representative of the Company has directly or indirectly communicated any of the contents of this bid to a competitor of the Company or any other company, corporation, firm, partnership or individual engaged in the same line of business as the Company.

Company name	IPS Group, Inc.
Address	7737 Kenamar Court
City/State/Zip	San Diego, CA 92121
Telephone No.	(858)568-7609
Fax No.	(858)408-3352
Email address	chad.randall@ipsgroup.inc
Printed name	Chad Randall
Position with company	Chief Operating Officer
Authorized signature	Ce P. Lelo





Region XIV Education Service Center

1850 Highway 351 Abilene, TX 79601-4750 325-675-8600 FAX 325-675-8659

Thursday, August 1st, 2019

IPS Group, Inc.

ATTN: Chad Randall 7737 Kenamar Court San Diego, CA 92121

Dear Chad:

Region XIV Education Service Center is happy to announce that IPS Group, Inc. has been awarded an annual contract for Parking Meters based on the proposal submitted to Region XIV ESC.

The contract is effective immediately and will expire on July 31st, 2022. The contract can then be renewed annually for an additional two years, if mutually agreed on by Region XIV ESC and IPS Group, Inc.

We look forward to a long and successful partnership underneath this contract.

If you have any questions or concerns, feel free to contact me at 325-675-8600.

Sincerely,

Shane Fields

Region XIV, Executive Director