

AGREEMENT FOR CURB MANAGEMENT TECHNOLOGIES
WITH RELATED SERVICES
(Utilizing Sourcewell Contract Number: RFP # 120423)

THIS AGREEMENT FOR CURB MANAGEMENT TECHNOLOGIES WITH RELATED SERVICES ("Agreement") is made as of _____, by and between the **CITY OF LAKE WORTH BEACH**, 7 N. Dixie Highway, Lake Worth Beach, FL 33460, a Florida municipal corporation organized and existing under the laws of the State of Florida, ("CITY"), and **IPS Group, Inc.** a California Corporation authorized to do business in the State of Florida, whose address is 7737 Kenamar, CT, San Diego, CA 92121 ("CONTRACTOR").

RECITALS

WHEREAS, the CITY's Leisure Service department is in need of Curb Management Technologies with Related Services; and

WHEREAS, on January 10, 2024, Sourcewell, competitively awarded a contract for Curb Management Technologies with Related Services based on Sourcewell's Request for Proposal ("RFP") # 120423 to the CONTRACTOR ("Sourcewell Contract"); with an expiration date of January 15, 2028 and allows for up to three (3) additional one (1) year extensions; and

WHEREAS, Sourcewell is a State of Minnesota local government unit and service cooperative created under the laws of the State of Minnesota (Minnesota Statutes Section 123A.21) that offers cooperative procurement solutions to government entities; and

WHEREAS, Sourcewell Contract states that any eligible federal, state/province, and municipal governmental entities, higher education, K-12 education, nonprofit, tribal government, and other public entities located in the United States and Canada may purchase products and services at prices indicated in the Sourcewell Contract upon the public entity's registration with Sourcewell Partners; and

WHEREAS, the CITY is a registered member of Sourcewell Partners cooperative purchasing group; and

WHEREAS, the CITY's Procurement Policy and Code authorizes the purchases of goods and services through cooperative Agreements; and

WHEREAS, the CITY and the CONTRACTOR wish to enter into an agreement under the same terms and conditions as the Sourcewell Contract; and

WHEREAS, the CITY has reviewed the unit prices from the Sourcewell Contract as provided in **Exhibit "A"** (incorporated herein by this reference) and determined that Sourcewell Contract unit prices are competitive and will result in the best value to the CITY; and

WHEREAS, the CITY finds entering this Agreement with the CONTRACTOR serves a valid public purpose.

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

1. Recitals.

The parties agree that the recitals set forth above are true and correct and are fully incorporated herein by reference.

2. The Sourcewell Contract.

The terms and conditions of the Sourcewell Contract (including the Request for Proposal and any addenda thereto) are hereby incorporated herein by reference as if set forth in full.. Accordingly, the CITY shall have all rights and responsibilities as a participating entity under the Sourcewell Contract. All required insurance policies of the CONTRACTOR under the Sourcewell Contract are required under this Agreement and will list the “City of Lake Worth Beach, its officers, employees, and representatives” as an additional insured on a primary, non-contributing basis, and the CONTRACTOR shall provide additional insured endorsements section of Certificate of Insurance prior to commencing any work.

3. Term.

The term of this Agreement shall be consistent with the term of the Sourcewell Contract, which is valid until January 15, 2028 (unless earlier terminated by the CITY or CONTRACTOR as stated herein). If the Sourcewell Contract is extended beyond January 15, 2028, the CITY and CONTRACTOR may extend the term of this Agreement commensurate with that of the Sourcewell Contract extension by written amendment.

4. Conflict of Terms and Conditions.

Conflicts between documents that make up this Agreement shall be resolved in the following order of precedence:

- a. Any amendments to this Agreement;
- b. This Agreement; and,
- b. The Sourcewell Contract.

Whenever possible, the provisions of such contract documents shall be construed in such a manner as to avoid conflicts between provisions of the various documents.

5. Compensation to CONTRACTOR.

CONTRACTOR shall submit invoices to the CITY for review and approval by the CITY’s representative, indicating that all goods and services have been provided and rendered in conformity with this Agreement and then will be sent to the Finance Department for payment. The invoices will reflect the rates to be charged under the Sourcewell Contract, which are attached as **Exhibit “A”** to this Agreement for ease of reference. Invoices will normally be paid within thirty (30) days following the CITY representative’s approval. In order for both parties herein to close their books and records, CONTRACTOR will clearly state “final invoice” on the CONTRACTOR’s final/last billing to the CITY. This certifies that all services have been properly performed and all charges have been invoiced to the CITY. Since this account will thereupon be closed, any and other further charges if not properly included in this

final invoice are waived by the CONTRACTOR. The CITY will not be liable for any invoice from the CONTRACTOR submitted thirty (30) days after the provision of all services.

6. Miscellaneous Provisions.

- A. This Agreement shall be governed by the laws of the State of Florida. Any and all legal action necessary to enforce this Agreement will be held in Palm Beach County. No remedy herein conferred upon any party is intended to be exclusive of any other remedy, and each and every such remedy shall be cumulative and shall be in addition to every other remedy given hereunder or now or hereafter existing at law or in equity or by statute or otherwise. No single or partial exercise by any party of any right, power, or remedy hereunder shall preclude any other or further exercise thereof.
- B. Except for any obligation of the CONTRACTOR to indemnify the CITY, if any legal action or other proceeding is brought for the enforcement of this Agreement, or because of an alleged dispute, breach, default or misrepresentation in connection with any provisions of this Agreement, each party shall be liable and responsible for their own attorney's fees incurred in that enforcement action, dispute, breach, default or misrepresentation. FURTHER, TO ENCOURAGE PROMPT AND EQUITABLE RESOLUTION OF ANY LITIGATION, EACH PARTY HEREBY WAIVES ITS RIGHTS TO A TRIAL BY JURY IN ANY LITIGATION RELATED TO THIS AGREEMENT.
- C. If any term or provision of this Agreement, or the application thereof to any person or circumstances shall, to any extent, be held invalid or unenforceable, to remainder of this Agreement, or the application of such terms or provision, to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected, and every other term and provision of this Agreement shall be deemed valid and enforceable to the extent permitted by law.
- D. All notices required in this Agreement shall be sent by certified mail, return receipt requested or by nationally recognized overnight courier, and sent to the addresses appearing on the first page of this Agreement. Notices to the CITY shall be to the attention of the City Manager.
- E. The CITY and the CONTRACTOR agree that this Agreement (including the terms and conditions of Sourcewell Contract and RFP # 120423) sets forth the entire agreement between the parties, and that there are no promises or understandings other than those stated herein. None of the provisions, terms and conditions contained in this Agreement may be added to, modified, superseded or otherwise altered, except by written instrument executed by the parties hereto. Any provision of this Agreement which is of a continuing nature or imposes an obligation which extends beyond the term of this Agreement shall survive its expiration or earlier termination.
- F. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, and will become effective and binding upon the parties as of the effective date at such time as all the signatories hereto have signed a counterpart of this Agreement. This Agreement may be executed electronically.

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- G. This Agreement shall not be construed more strongly against either party regardless of who was more responsible for its preparation.
 - H. In accordance with Palm Beach County ordinance number 2011-009, the CONTRACTOR acknowledges that this Agreement may be subject to investigation and/or audit by the Palm Beach County Inspector General. The CONTRACTOR has reviewed Palm Beach County ordinance number 2011-009 and is aware of its rights and/or obligations under such ordinance.
 - I. The CONTRACTOR shall permit the CITY, or any authorized representatives of the CITY, at all reasonable times, access to and the right to examine all records, books, papers or documents related to the CONTRACTOR's performance under this Agreement including, but not limited to, expenses for sub-contractors, agents or assistants, direct and indirect charges for work performed and detailed documentation for all such work performed or to be performed under this Agreement.
 - J. Nothing under this Agreement shall be construed to give any rights or benefits to any party other than the CITY and the CONTRACTOR. All duties and responsibilities under this Agreement shall be for the sole and exclusive benefit of the CITY and the CONTRACTOR and not for the benefit of any other party. The CONTRACTOR shall not assign any right or interest in this Agreement, and shall not delegate any duty owned, without the CITY's prior written consent. Any attempted assignment or delegation shall be void and totally ineffective for all purposes and shall constitute a material breach upon which the CITY may immediately terminate or suspend this Agreement. In the event the CITY consents to an assignment or delegation, the assignee, delegate, or its legal representative shall agree in writing to personally assume, perform, and be bound by this Agreement's covenants, conditions, obligations and provisions.
 - K. Subject to the provision regarding assignment, this Agreement shall be binding on the heirs, executors, administrators, successors, and assigns of the respective parties.

7. Indemnity.

1. In addition to the Indemnity and Hold Harmless clause of the Sourcewell Contract, the CONTRACTOR shall indemnify, defend and hold harmless, to the maximum extent permitted by law, the CITY and its officers, agents, and employees, from and against any and all liability, suit, actions, proceedings, judgments, claims, losses, liens, damages, injuries (whether in contract or in tort, including without limitation personal injury, accidental death, patent infringement or other intellectual property right violation, or property damage, and regardless, of whether the allegations are false, fraudulent or groundless), costs and expenses (including attorney's fees at all stages of litigation including any appeals) to the extent arising out of or alleged to have arisen out of the acts or omissions of the CONTRACTOR or any of its agents, employees, subcontractors or by anyone the CONTRACTOR directly or indirectly utilizes in providing the goods and services under this Agreement. Nothing in this provision shall require the CONTRACTOR to indemnify, defend, or hold harmless the CITY, or its officers, agents, employees or representatives for the CITY's own negligence. The CITY shall be responsible

for the negligence of its employees, officers, and agents as set forth in section 768.28, Florida Statutes.

2. The CONTRACTOR's obligation to indemnify, defend and hold harmless shall remain in effect and shall be binding upon the CONTRACTOR whether such injury or damage shall accrue, or may be discovered, before or after termination of this Agreement.

3. Compliance with any insurance requirements required elsewhere in this Agreement shall not relieve CONTRACTOR of its liability and obligation to defend, hold harmless and indemnify the CITY as set forth in this section.

4. Nothing contained in this Agreement shall create a contractual relationship with or a cause of action in favor of a third party against either the CITY or CONTRACTOR. Further, nothing contained in this Agreement shall be construed or interpreted as consent by the CITY to be sued, nor as a waiver of sovereign immunity beyond the waiver provided in section 768.28, Florida Statutes, as amended from time to time. The limitations and provisions set forth in section 768.28, Florida Statutes, are deemed to apply to this Agreement to claims or actions arising in tort and/or contract.

5. The CONTRACTOR's failure to comply with this section's provisions shall constitute a material breach upon which the CITY may immediately terminate or suspend this Agreement.

6. Notwithstanding any other provision in this Agreement, neither party shall be liable to the other party for any consequential damages arising out of or related to this Agreement.

8. Public Records.

The CONTRACTOR shall comply with Florida's Public Records Act, Chapter 119, Florida Statutes, and, if acting on behalf of the CITY as provided under section 119.011(2), Florida Statutes, specifically agrees to:

1. Keep and maintain public records required by the CITY to perform the service.
2. Upon request from the CITY's custodian of public records or designee, provide the CITY with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law.
3. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of this Agreement and following completion of this Agreement if the CONTRACTOR does not transfer the records to the CITY.
4. Upon completion of this Agreement, transfer, at no cost, to the CITY all public records in possession of the CONTRACTOR or keep and maintain public records required by the CITY to perform the service. If the CONTRACTOR transfers all public records to the CITY upon completion of the Agreement, the CONTRACTOR shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the CONTRACTOR keeps and maintains public records upon completion of the

Agreement, the CONTRACTOR shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the CITY, upon request from the CITY's custodian of public records or designee, in a format that is compatible with the information technology systems of the CITY.

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT (561) 586-1660, CITYCLERK@LAKEWORTHBEACHFL.GOV, OR BY MAIL AT CITY OF LAKE WORTH BEACH, ATTN: City Clerk, 7 NORTH DIXIE HIGHWAY, LAKE WORTH BEACH, FLORIDA 33460.

9. Scrutinized Companies.

1. CONTRACTOR certifies that it and its subcontractors are not on the Scrutinized Companies that Boycott Israel List and are not engaged in a boycott of Israel. Pursuant to section 287.135, Florida Statutes, the CITY may immediately terminate this Agreement at its sole option if the CONTRACTOR or any of its subcontractors are found to have submitted a false certification; or if the CONTRACTOR or any of its subcontractors, are placed on the Scrutinized Companies that Boycott Israel List or is engaged in a boycott of Israel during the term of this Agreement.
2. If this Agreement is for one million dollars or more, the CONTRACTOR certifies that it and its subcontractors are also not on the Scrutinized Companies with Activities in Sudan List, Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or the Scrutinized Companies with Activities in Iran Terrorism Sectors List, or engaged in business operations in Cuba or Syria as identified in Section 287.135, Florida Statutes. Pursuant to Section 287.135, the CITY may immediately terminate this Agreement at its sole option if the CONTRACTOR, or any of its subcontractors are found to have submitted a false certification; or if the CONTRACTOR or any of its subcontractors are placed on the Scrutinized Companies with Activities in Sudan List, or Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or the Scrutinized Companies with Activities in Iran Terrorism Sectors List, or are or have been engaged with business operations in Cuba or Syria during the term of this Agreement.
3. The CONTRACTOR agrees to observe the above requirements for applicable subcontracts entered into for the performance of work under this Agreement.
4. The CONTRACTOR agrees that the certifications in this section shall be effective and relied upon by the CITY for the term of this Agreement, including any and all renewals.
5. The CONTRACTOR agrees that if it or any of its subcontractors' status changes in regards to any certification herein, the CONTRACTOR shall immediately notify the CITY of the same.

6. As provided in Subsection 287.135(8), Florida Statutes, if federal law ceases to authorize the above-stated contracting prohibitions then they shall become inoperative.

10. E-Verify.

Pursuant to Section 448.095(5), Florida Statutes, the CONTRACTOR shall:

1. Register with and use the E-Verify system to verify the work authorization status of all new employees and require all subcontractors (providing services or receiving funding under this Agreement) to register with and use the E-Verify system to verify the work authorization status of all the subcontractors' new employees;
2. Secure an affidavit from all subcontractors (providing services or receiving funding under this Agreement) stating that the subcontractor does not employ, contract with, or subcontract with an "unauthorized alien" as defined in Section 448.095(1)(f), Florida Statutes;
3. Maintain copies of all subcontractor affidavits for the duration of this Agreement and provide the same to the CITY upon request;
4. Comply fully, and ensure all of its subcontractors comply fully, with Section 448.095, Florida Statutes;
5. Be aware that a violation of Section 448.09, Florida Statutes (Unauthorized aliens; employment prohibited) shall be grounds for termination of this Agreement; and,
6. Be aware that if the CITY terminates this Agreement under Section 448.095(5)(c), Florida Statutes, CONTRACTOR may not be awarded a contract for at least 1 year after the date on which the Agreement is terminated and will be liable for any additional costs incurred by the CITY as a result of the termination of the Agreement.

11. Public Entity Crimes.

As provided in Sections 287.132-133, Florida Statutes, as amended from time to time, by entering into this Agreement, CONTRACTOR acknowledges and agrees that a person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier or sub-contractor under a contract with any public entity; and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, Florida Statutes, for CATEGORY TWO for a period of 36 months following the date of being placed on the convicted vendor list. CONTRACTOR will advise the CITY immediately if it becomes aware of any violation of this statute.

12. Data Protection.

The CONTRACTOR acknowledges that under this Agreement the CITY is authorizing the CONTRACTOR to access and/or receive certain CITY systems and/or networks which may contain data that is personal, private, and/or confidential ("City Data") in order to perform the services required in this Agreement. In order to ensure that the City Data is protected, the CONTRACTOR agrees on behalf of itself, its employees and agents, who may have access to

the City Data and/or receive the City Data, that the City Data will not be stored, copied, analyzed, monitored, or otherwise used except for the sole purposes of performing the services required under this Agreement. CONTRACTOR agrees that it will and all of its employees and agents will fully comply with all applicable laws, regulations, and government orders relating to the City Data, including without limitation all personally identifiable information (“PII”) and data privacy with respect to any such City Data. The CONTRACTOR will protect all City Data, including but not limited to PII, and will not use, disclose, or transfer such City Data except as necessary to perform the services under this Agreement or as specifically authorized by applicable law. To the extent that CONTRACTOR receives or has access to any City Data with PII related to or arising from the performance of this Agreement, the CONTRACTOR will protect the privacy and legal rights of CITY’s personnel, clients, customers, and agents.

13. Information Security Breach Notification.

The CONTRACTOR agrees to notify the CITY within two (2) business days in writing of any discovery by CONTRACTOR of any breach or suspected breach of the provisions of this Agreement with regards to City Data or any loss or unauthorized use, disclosure, acquisition of, or access to any City Data which CONTRACTOR becomes aware of (any such breach or suspected breach being referred to herein as a “Data Breach”). Such notice shall summarize in reasonable detail the effect and potential effect on the CITY and any of its personnel, clients, customers, and agents, if known, of the Data Breach, and the corrective action taken or to be taken by the CONTRACTOR to safeguard the City Data and to prevent any further Data Breaches. CONTRACTOR shall promptly take all appropriate and legally required corrective actions, and shall cooperate fully with CITY in all reasonable and lawful efforts to prevent, mitigate, or rectify such Data Breach. The CONTRACTOR agrees to be fully responsible for and liable for any costs, expenses (including reasonable attorney’s fees), and penalties assessed against the CITY due to any Data Breach involving City Data that is maintained by or under the control of the CONTRACTOR unless the CONTRACTOR can demonstrate that it was not responsible for such Data Breach.

14. Compliance with Section 787.06, Florida Statute (2024).

By signing this Agreement before a notary public and taking an oath under the penalty of perjury, the CONTRACTOR attests and warrants that the CONTRACTOR does not use coercion for labor or services as defined in section 787.06, Florida Statutes (2024).

**REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK
SIGNATURE PAGE FOLLOWS**

IN WITNESS WHEREOF, the CITY and CONTRACTOR hereto have made and executed this Agreement for Curb Management Technologies with Related Services as of the day and year first above written.

CITY OF LAKE WORTH BEACH, FLORIDA

By: _____
Betty Resch, Mayor

ATTEST:

By: _____
Melissa Ann Coyne, MMC, City Clerk

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY:

APPROVED FOR FINANCIAL
SUFFICIENCY:

By: _____
Glen J. Torcivia, City Attorney

By: _____
Yannick Ngendahayo, Financial Services Director

CONTRACTOR: IPS GROUP, INC.

By: Brian Webber

Print Name: BRIAN WEBBER

Title: GENERAL COUNSEL

STATE OF _____)
COUNTY OF _____)

THE FOREGOING instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization on this ____ day of _____ 2024, by _____, as the _____ [title] of **IPS Group, Inc.**, a Company authorized to do business in the State of Florida, who is ☐ personally known to me or ☐ who has produced _____ as identification, and who did take an oath under penalty of perjury that the facts stated with regard to section 787.06, Florida Statutes, are true and correct, and that he or she is duly authorized to execute the foregoing instrument and bind **IPS Group, Inc.** to the same.

Notary Public Signature

Notary Seal:
My Commission expires: _____

CALIFORNIA ACKNOWLEDGMENT

CIVIL CODE § 1189

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California

County of

San Diego

On

1.27.2025

Date

before me,

Mary Hill, Notary Public

Here Insert Name and Title of the Officer

personally appeared

Brian Webber

Name(s) of Signer(s)

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.



I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Place Notary Seal and/or Stamp Above

Signature

Mary Hill

Signature of Notary Public

OPTIONAL

Completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document

Title or Type of Document: _____

Document Date: _____ Number of Pages: _____

Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____

☐ Corporate Officer – Title(s): _____

☐ Partner – ☐ Limited ☐ General

☐ Individual ☐ Attorney in Fact

☐ Trustee ☐ Guardian or Conservator

☐ Other: _____

Signer is Representing: _____

Signer's Name: _____

☐ Corporate Officer – Title(s): _____

☐ Partner – ☐ Limited ☐ General

☐ Individual ☐ Attorney in Fact

☐ Trustee ☐ Guardian or Conservator

☐ Other: _____

Signer is Representing: _____

EXHIBIT “A”
(Contractor’s Schedule of Unit Prince – 14 Pages)



Sourcewell 120423-IPS (November 2024)

SINGLE-SPACE METERS

Product/Service	New
M5™ IPS Credit Card-Enabled Single-Space Meter (12-month warranty, NFC contactless, RFID tag)	\$535.00
M7™ IPS Credit Card-Enabled Single-Space Meter (12-month warranty, NFC contactless, RFID tag)	\$575.00
M5™ IPS Credit Card-Enabled Single-Space Meter (12-month warranty, NFC contactless, RFID tag) (RENTAL per Month)	TBQ based on availability
Optional: Add BLE capability	\$65.00
Shipping (Ex Works – to be quoted based on ship to zip code)	TBQ
Installation (to be quoted based on scope)	TBQ
Optional: Extended Warranty (12-month period)	\$50.00
Optional: Extended Warranty (48-month period)	\$170.00

METER HOUSINGS & ACCESSORIES

Product/Service	Price per unit
IPS Zinc top over Iron Vault-M90 style (large vault, std. IPS locks, black/grey color)	\$275.00
IPS All Iron -M95 style (large vault, std. IPS locks, black/grey color)	\$275.00
High Capacity Coin Can with IPS locks (holds approx. \$65-fits M90 or M95 style housings)	\$50.00
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 (add \$15 if new mounting hardware is required)	\$85.00
Meter Poles (Schedule 40 -2" ID -Galvanized)	\$55.00
Surface Mount Meter Pole	\$165.00
Vintage Sleeve – std. black color	\$55.00
Vintage Base- std. black color	\$65.00
Collar for Vintage Sleeve – std. black color	\$35.00
Medeco/Abloy Mechanical Lock (lock only)	\$55.00
Medeco E-Lock (lock only) (NOTE: additional Medeco e-lock accessories require separate quote)	\$195.00
Shipping and Installation (per unit) – During normal business hours. (Ex Works –to be quoted based on final scope of work.	TBQ

COLLECTION SYSTEMS & ACCESSORIES

Product/Service	Price per unit
Collection Cart Only (standard)	\$500.00
Collection Cart Only (with enhanced suspension)	\$795.00
Standard Collection Head	\$500.00
Coin Collection Canister - Steel or Aluminum	\$500.00

SPARE PARTS

M5™ parking meter Spare Part Pricing	M5™ / M7™
Single Space Electronic Meter Mechanism	\$535.00 / \$575.00
Card Entry Keypad Assy	\$65.00
Hybrid Card Reader	\$75.00
Coin Validator	\$95.00
Complete Top Cover (with Lexan insert)	\$85.00
Lexan for Top Cover	\$25.00

Coin Entry Slot	\$2.00
M5 Battery Pack (H3)	\$49.00
M5 Battery Pack (H5) (available on the 147/247 models only)	\$60.00
Solar Panel / Communications Board	\$185.00
Main Board	\$185.00
Display Board	\$119.00
Display Board with NFC	\$145.00
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

Ongoing Fees	Option 1	Option 2
Secure Wireless Gateway/Data Fee and Meter Management System Software License Fee (per meter per month)	\$6.60	\$9.00
Secure Credit Card Gateway Fee (per transaction)	\$0.13	\$0.07
Optional: Merchant Processing Fees (per transaction)	To be quoted based on volume	
Optional: API or Data Integration Services	To be quoted based on the need	

VEHICLE DETECTION SENSORS CAPITAL AND ONGOING COSTS

Product/Service	Price per unit
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

Sensor Spare Part Pricing	In-Dome	Pole
IPS vehicle detection sensor	\$295.00	\$295.00
Battery Replacement (per D-cell)	\$20.00	\$20.00

NOTE: 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 compounded annually.

MULTI-SPACE METERS

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, NFC, Includes 12-month warranty)	\$6,250.00
IPS MS3™ Multi-Space Pay Station – Pay and Display, Pay-by-Space, or Pay-by-Plate (Color Display, Card and Coin, Solar powered, NFC, Includes 12-month warranty)	\$6,950.00
IPS Upgrade Kit Pay Station – Pay and Display, Pay-by-Space, or Pay-by-Plate (Solar powered, Includes 12-month warranty)	\$2,950.00
Optional: Contactless Card Reader (NFC)	Included
Optional: Add for Bill Note Acceptor (BNA) and 1 Stacker	\$1,375.00
Optional: Additional Coin Box	\$195.00
Optional: Additional BNA Stacker	\$255.00
Optional: MS1™ Extended Parts Warranty (per 12-month period)	\$295.00
Optional: MS3™ Extended Parts Warranty (per 12-month period)	\$395.00

SPARE PARTS

MS1™ & MS3™	Price Per Unit
Standard Card Reader Assembly	\$149.00
AC power upgrade kit	\$150.00
Coin Validator Assembly	\$99.00
Solar Panel Replacement Kit	\$895.00
Main Operating Board	\$995.00
4G wireless modem assembly	\$285.00
LCD Display only (color)	\$1,100.00
Armored Display Glass	\$135.00
Thermal Printer	\$875.00
6-key Horizontal Keypad	\$85.00
Pay-by-Space Keypad Assembly	\$195.00

Pay-by-Plate Alphanumeric Keypad Assembly	\$275.00
Coin Shutter	\$195.00
Contactless Payment Reader (NFC)	\$795.00
Battery 72Ah (rechargeable)	\$485.00
Additional Large Coin Canister	\$195.00
Additional Small Coin Canister	\$105.00
Standard Paper Rolls (standard) approx 2000 3" tickets (.0045" thick)	\$32.00
Sticky Back Paper Rolls approx. 2400 2.75" tickets (.004" thick)	\$35.00
Bill Note Acceptor Assembly (with 600 note stacker)*	\$1,375.00
Additional 600 note stacker cartridge*	\$255.00

Multi-Space Ongoing Costs	On-Street	Off-Street
Secure Wireless Gateway/Data Fee and Meter Management System Software License Fee (per meter per month)	\$55.00	\$25.00 / \$55.00
Secure Credit Card Gateway Fee (per transaction)	Included	\$0.13 / \$0.07
Optional: Merchant Processing Fees (per transaction)	To be quoted based on volume	
Optional: API or Data Integration Services	To be quoted based on need	

NOTE: 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 compounded annually.

MOBILE PAYMENTS

PARK SMARTER™ & TEXT-TO-PAY™ MOBILE PAYMENT SOLUTIONS

Product/Service	Price per unit
Mobile payment decals for SSPM	\$4.50
Mobile payment decals for MSM	\$14.95
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 client with instructions on how to set up / install decals in support of the PARK SMARTER™ 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 / Convenience Fee (per transaction)*	\$0.35
Optional: Pushing Time to Meter	\$0.10
Optional: Merchant Processing Fees (per transaction)	TBQ

***Per transaction fees:** IPS shall charge a user convenience fee described above, which shall be deposited with the client and invoiced monthly. Alternatively, IPS can quote a combination of fees plus merchant fees that can be paid directly from the merchant account.

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.

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 packaged 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 M5™ Non-Warranty repair work (includes parts/labor)	\$115.00 + shipping
Single Space M7™ Non-Warranty repair work (includes parts/labor)	\$125.00 + 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.	\$1,125/day + parts
Full-Time IPS Technician	TBQ based on scope of services
Shipping costs for any of the above shall be added to the final invoice	

NOTE: 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 compounded annually.

CURBSIDE RESERVATION SYSTEM

Flat Fee Option	Price per unit
One-Time Setup	\$5,000.00
Meter Reservation* (per space per day)	\$1.00
Credit Card Gateway Fee (incurred by end-user)	\$3.50
Integrations	TBQ

*If annual volume and average permit length is known and can be provided; if no data is available, per Meter Reservation (per space per day) is \$2.00.

CURB DATA COLLECTION SERVICES

Product/Service	Initial Cost	Example Only
Curbspace Inventory: standardized inventory of space, assets, signage, and other TBD attributes	To be quoted based on the specific needs of each client given the highly diverse needs	2,000 space on-street meter program: \$115,000

DATA AGGREGATION AND ANALYTICS PLATFORM

Product/Service	Initial Cost	On-Going Cost
API Setup & Configuration	\$7,500.00	N/A
IPS Data Aggregation tool will consume all city's parking related data, including meter, mobile, enforcement, permitting for both on- and off-street in one centralized parking hub. Data generated will include revenue, projected revenue, occupancy, year-over-year data related to revenue and occupancy, what-if scenarios.	N/A	\$3.00 per space per month Minimum of \$6,000 per month Maximum of \$50,000 per month
System Customizations (subject to scoping with the customer)	\$200 per hour	\$200 per hour

ENFORCEMENT/PERMITTING SYSTEMS

The IPS Mobile Enforcement Application is available on both Android and iOS operating systems. IPS can also utilize existing Android and/or iOS devices or supply new ones as presented below.

HANDHELD DEVICE AND HARDWARE

Handheld Lease Option	Platinum
2-piece Android or iOS Smart Device with 3" Bluetooth Printer	X
Mobile Enforcement Application	X
Remote Management Suite	X
Comprehensive Phone Support	X
General Maintenance	X
Mobile Data Plan	X
Installation and Training	X
Ruggedized Case	X
Warranty	36 months
Lease Pricing (per device/month)	\$260.00

Handheld Purchase Option	Unit Price
Samsung Smart Device with ruggedized case and charger	\$1,495.00
iPhone with ruggedized case and charger	\$1,495.00
3" Bluetooth Printer with charger and belt clip	\$995.00
Optional: 3-Year Handheld Warranty	\$300.00
Optional: 3-Year Printer Warranty	\$300.00

*The model of the smart device and/or printer will be provided at time of ordering and is subject to change based on availability.

*All smart phone purchases require the purchase of a mobile data plan from IPS.

Citation Paper	Units	Unit Price
Citation Paper Template Setup (One-time fee) <i>*Includes up to 2 colors per side</i>	One-Time	\$500.00
Mobile Citation Paper	Per roll	To Be Quoted

Point-of-Sale Cashiering Hardware	Unit Price
Zebra EVM Barcode Scanner	\$849.95
Vasario APG Cash Drawer	\$349.00
Epson Multifunction Receipt Printer	\$1,525.00
Stripe Credit Card Terminal	\$365.00

Citation paper roll pricing is subject to final volume, approval of artwork design, and layout. All hardware and paper pricing is valid for 30 days and is subject to change based on availability. Pricing does not include any applicable shipping or sales tax.

ENFORCEMENT MANAGEMENT SYSTEM AND CITATION PROCESSING SERVICES

Enforcement Management System	Units	Unit Price
One Time Setup & Configuration	Per Unit	\$5,000 - \$10,000
Extended Project Management	Per Month	\$5,000.00

*Free for the first 90 days, then charged monthly until implementation is live.		
Data Conversion from Existing Citation Management System	One-Time	\$2,500.00
Third Party Integration One-Time Setup	Per Integration	\$1,500.00
Enforcement Management System Ongoing Fee	Per citation	\$1.50 per citation or \$1,750.00 per month, whichever is greater
Handheld Device Mobile Data Plan (Voice/Text not included)	Per unit/Per month	\$55.00
Handheld Device License & Support	Per unit/Per month	\$55.00
Manual Citation Entry Fee	Per unit	\$1.50
Registered Owner Acquisition*	Per unit	\$1.25
Delinquent Notice Processing & Mailing (Includes postage)	Per unit	\$1.25
Certified Letters	Per unit	\$12.50
Additional Letters and Correspondence (Includes postage)	Per letter	\$1.25
Third Party Integration Ongoing Maintenance & Support	Per integration/month	\$75.00
Online & IVR Secure Credit Card Gateway Fee *Can be charged to the public *Assumes the use of the client merchant account	Per citation	\$3.50
Optional: IPS Merchant Hosting Fee *Can be charged to the public	Per transaction	\$3.50 + Interchange Fees
Estimated Travel Expenses for Installation	Per trip	\$2,000.00
On-site training and installation	Per day	\$600.00
Remote training and installation	Per unit	INCLUDED

*Registered owner acquisition fees subject to change based on local DMV rates and access to Nlets data (ORI required).

IVR & LOCKBOX SERVICES

Enforcement Management System	Units	Unit Price
IVR Setup & Configuration	One-Time	\$1,500.00
IVR Ongoing Maintenance & Support	Per month	\$250.00
IVR Record & Store Calls (Optional)	Per call	\$0.50
IVR Call Transcription (Optional)	Per call	\$1.00
Lockbox Setup & Configuration	One-Time	\$750.00
Lockbox Operations	Per month	\$95.00
Lockbox Mail-in Payments	Per unit	\$1.50

DELINQUENT COLLECTION SERVICES

Collections	Units	Unit Price
Advanced/Delinquent Collections	% of amount collected	35% of amount collected

PUBLIC CUSTOMER 24 HOUR CALL CENTER

Call Center Services	Units	Unit Price
Cost Per Minute	Per minute	\$1.10

PERMIT MANAGEMENT SYSTEM

Item	Units	Unit Price
Setup & Configuration	One-time	\$5,000 - \$10,000
Extended Project Management *Free for the first 90 days, then charged monthly until implementation is live.	Per Month	\$5,000.00
Permit Management System Ongoing Cost	Per Permit	\$2.00
Permit Fulfillment	Per unit	\$3.00

Physical Permit Stock (Hangtags/Stickers)	Per unit	TBQ
Additional Letters and Correspondence (Includes postage)	Per Letter	\$1.25
Third Party Integration Setup	One-time	\$1,500.00
Third Party Integration Ongoing Maintenance & Support	Per integration/month	\$75.00
Online Secure Credit Card Gateway Fee <i>*Can be charged to the public</i> <i>*Assumes the use of the client merchant account</i>	Per permit	\$3.50
Optional: IPS Merchant Hosting Fee <i>*Can be charged to the public</i>	Per transaction	\$3.50 + Interchange Fees

ADDITIONAL SCOPE AND ALTERNATIVE PRICING MODELS

Item	Units	Unit Price
All-Inclusive or Per Ticket Pricing Options for Enforcement and Permitting Solutions *	Per unit	TBQ
Customizations and development outside original scope of work	Per hour	\$200.00

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