



Solicitation Number: RFP #120423

CONTRACT

This Contract is between Sourcewell, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 (Sourcewell) and IPS Group, Inc., 7737 Kenamar Court, San Diego, CA 92121 (Supplier).

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. Participation is open to 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. Sourcewell issued a public solicitation for Curb Management Technologies with Related Services from which Supplier was awarded a contract.

Supplier desires to contract with Sourcewell to provide equipment, products, or services to Sourcewell and the entities that access Sourcewell's cooperative purchasing contracts (Participating Entities).

1. TERM OF CONTRACT

A. **EFFECTIVE DATE.** This Contract is effective upon the date of the final signature below.

EXPIRATION DATE AND EXTENSION. This Contract expires January 15, 2028, unless it is cancelled sooner pursuant to Article 22. This Contract allows up to three additional one-year extensions upon the request of Sourcewell and written agreement by Supplier. Sourcewell retains the right to consider additional extensions beyond seven years as required under exceptional circumstances.

B. **SURVIVAL OF TERMS.** Notwithstanding any expiration or termination of this Contract, all payment obligations incurred prior to expiration or termination will survive, as will the following: Articles 11 through 14 survive the expiration or cancellation of this Contract. All other rights will cease upon expiration or termination of this Contract.

2. EQUIPMENT, PRODUCTS, OR SERVICES

A. EQUIPMENT, PRODUCTS, OR SERVICES. Supplier will provide the Equipment, Products, or Services as stated in its Proposal submitted under the Solicitation Number listed above. Supplier's Equipment, Products, or Services Proposal (Proposal) is attached and incorporated into this Contract.

All Equipment and Products provided under this Contract must be new and the current model. Supplier may offer close-out or refurbished Equipment or Products if they are clearly indicated in Supplier's product and pricing list. Unless agreed to by the Participating Entities in advance, Equipment or Products must be delivered as operational to the Participating Entity's site.

This Contract offers an indefinite quantity of sales, and while substantial volume is anticipated, sales and sales volume are not guaranteed.

B. WARRANTY. Supplier warrants that all Equipment, Products, and Services furnished are free from liens and encumbrances, and are free from defects in design, materials, and workmanship. In addition, Supplier warrants the Equipment, Products, and Services are suitable for and will perform in accordance with the ordinary use for which they are intended. Supplier's dealers and distributors must agree to assist the Participating Entity in reaching a resolution in any dispute over warranty terms with the manufacturer. Any manufacturer's warranty that extends beyond the expiration of the Supplier's warranty will be passed on to the Participating Entity.

C. DEALERS, DISTRIBUTORS, AND/OR RESELLERS. Upon Contract execution and throughout the Contract term, Supplier must provide to Sourcewell a current means to validate or authenticate Supplier's authorized dealers, distributors, or resellers relative to the Equipment, Products, and Services offered under this Contract, which will be incorporated into this Contract by reference. It is the Supplier's responsibility to ensure Sourcewell receives the most current information.

3. PRICING

All Equipment, Products, or Services under this Contract will be priced at or below the price stated in Supplier's Proposal.

When providing pricing quotes to Participating Entities, all pricing quoted must reflect a Participating Entity's total cost of acquisition. This means that the quoted cost is for delivered Equipment, Products, and Services that are operational for their intended purpose, and includes all costs to the Participating Entity's requested delivery location.

Regardless of the payment method chosen by the Participating Entity, the total cost associated with any purchase option of the Equipment, Products, or Services must always be disclosed in the pricing quote to the applicable Participating Entity at the time of purchase.

A. **SHIPPING AND SHIPPING COSTS.** All delivered Equipment and Products must be properly packaged. Damaged Equipment and Products may be rejected. If the damage is not readily apparent at the time of delivery, Supplier must permit the Equipment and Products to be returned within a reasonable time at no cost to Sourcewell or its Participating Entities. Participating Entities reserve the right to inspect the Equipment and Products at a reasonable time after delivery where circumstances or conditions prevent effective inspection of the Equipment and Products at the time of delivery. In the event of the delivery of nonconforming Equipment and Products, the Participating Entity will notify the Supplier as soon as possible and the Supplier will replace nonconforming Equipment and Products with conforming Equipment and Products that are acceptable to the Participating Entity.

Supplier must arrange for and pay for the return shipment on Equipment and Products that arrive in a defective or inoperable condition.

Sourcewell may declare the Supplier in breach of this Contract if the Supplier intentionally delivers substandard or inferior Equipment or Products.

B. **SALES TAX.** Each Participating Entity is responsible for supplying the Supplier with valid tax-exemption certification(s). When ordering, a Participating Entity must indicate if it is a tax-exempt entity.

C. **HOT LIST PRICING.** At any time during this Contract, Supplier may offer a specific selection of Equipment, Products, or Services at discounts greater than those listed in the Contract. When Supplier determines it will offer Hot List Pricing, it must be submitted electronically to Sourcewell in a line-item format. Equipment, Products, or Services may be added or removed from the Hot List at any time through a Sourcewell Price and Product Change Form as defined in Article 4 below.

Hot List program and pricing may also be used to discount and liquidate close-out and discontinued Equipment and Products as long as those close-out and discontinued items are clearly identified as such. Current ordering process and administrative fees apply. Hot List Pricing must be published and made available to all Participating Entities.

4. PRODUCT AND PRICING CHANGE REQUESTS

Supplier may request Equipment, Product, or Service changes, additions, or deletions at any time. All requests must be made in writing by submitting a signed Sourcewell Price and Product Change Request Form to the assigned Sourcewell Supplier Development Administrator. This approved form is available from the assigned Sourcewell Supplier Development Administrator. At a minimum, the request must:

- Identify the applicable Sourcewell contract number;

- Clearly specify the requested change;
- Provide sufficient detail to justify the requested change;
- Individually list all Equipment, Products, or Services affected by the requested change, along with the requested change (e.g., addition, deletion, price change); and
- Include a complete restatement of pricing documentation in Microsoft Excel with the effective date of the modified pricing, or product addition or deletion. The new pricing restatement must include all Equipment, Products, and Services offered, even for those items where pricing remains unchanged.

A fully executed Sourcewell Price and Product Change Request Form will become an amendment to this Contract and will be incorporated by reference.

5. PARTICIPATION, CONTRACT ACCESS, AND PARTICIPATING ENTITY REQUIREMENTS

A. PARTICIPATION. Sourcewell's cooperative contracts are available and open to public and nonprofit entities across the United States and Canada; such as federal, state/province, municipal, K-12 and higher education, tribal government, and other public entities.

The benefits of this Contract should be available to all Participating Entities that can legally access the Equipment, Products, or Services under this Contract. A Participating Entity's authority to access this Contract is determined through its cooperative purchasing, interlocal, or joint powers laws. Any entity accessing benefits of this Contract will be considered a Service Member of Sourcewell during such time of access. Supplier understands that a Participating Entity's use of this Contract is at the Participating Entity's sole convenience and Participating Entities reserve the right to obtain like Equipment, Products, or Services from any other source.

Supplier is responsible for familiarizing its sales and service forces with Sourcewell contract use eligibility requirements and documentation and will encourage potential participating entities to join Sourcewell. Sourcewell reserves the right to add and remove Participating Entities to its roster during the term of this Contract.

B. PUBLIC FACILITIES. Supplier's employees may be required to perform work at government-owned facilities, including schools. Supplier's employees and agents must conduct themselves in a professional manner while on the premises, and in accordance with Participating Entity policies and procedures, and all applicable laws.

6. PARTICIPATING ENTITY USE AND PURCHASING

A. ORDERS AND PAYMENT. To access the contracted Equipment, Products, or Services under this Contract, a Participating Entity must clearly indicate to Supplier that it intends to access this Contract; however, order flow and procedure will be developed jointly between Sourcewell and Supplier. Typically, a Participating Entity will issue an order directly to Supplier or its authorized

subsidiary, distributor, dealer, or reseller. If a Participating Entity issues a purchase order, it may use its own forms, but the purchase order should clearly note the applicable Sourcewell contract number. All Participating Entity orders under this Contract must be issued prior to expiration or cancellation of this Contract; however, Supplier performance, Participating Entity payment obligations, and any applicable warranty periods or other Supplier or Participating Entity obligations may extend beyond the term of this Contract.

Supplier's acceptable forms of payment are included in its attached Proposal. Participating Entities will be solely responsible for payment and Sourcewell will have no liability for any unpaid invoice of any Participating Entity.

B. ADDITIONAL TERMS AND CONDITIONS/PARTICIPATING ADDENDUM. Additional terms and conditions to a purchase order, or other required transaction documentation, may be negotiated between a Participating Entity and Supplier, such as job or industry-specific requirements, legal requirements (e.g., affirmative action or immigration status requirements), or specific local policy requirements. Some Participating Entities may require the use of a Participating Addendum, the terms of which will be negotiated directly between the Participating Entity and the Supplier or its authorized dealers, distributors, or resellers, as applicable. Any negotiated additional terms and conditions must never be less favorable to the Participating Entity than what is contained in this Contract.

C. SPECIALIZED SERVICE REQUIREMENTS. In the event that the Participating Entity requires service or specialized performance requirements not addressed in this Contract (such as e-commerce specifications, specialized delivery requirements, or other specifications and requirements), the Participating Entity and the Supplier may enter into a separate, standalone agreement, apart from this Contract. Sourcewell, including its agents and employees, will not be made a party to a claim for breach of such agreement.

D. TERMINATION OF ORDERS. Participating Entities may terminate an order, in whole or in part, immediately upon notice to Supplier in the event of any of the following events:

1. The Participating Entity fails to receive funding or appropriation from its governing body at levels sufficient to pay for the equipment, products, or services to be purchased; or
2. Federal, state, or provincial laws or regulations prohibit the purchase or change the Participating Entity's requirements.

E. GOVERNING LAW AND VENUE. The governing law and venue for any action related to a Participating Entity's order will be determined by the Participating Entity making the purchase.

7. CUSTOMER SERVICE

A. PRIMARY ACCOUNT REPRESENTATIVE. Supplier will assign an Account Representative to Sourcewell for this Contract and must provide prompt notice to Sourcewell if that person is changed. The Account Representative will be responsible for:

- Maintenance and management of this Contract;
- Timely response to all Sourcewell and Participating Entity inquiries; and
- Business reviews to Sourcewell and Participating Entities, if applicable.

B. BUSINESS REVIEWS. Supplier must perform a minimum of one business review with Sourcewell per contract year. The business review will cover sales to Participating Entities, pricing and contract terms, administrative fees, sales data reports, performance issues, supply issues, customer issues, and any other necessary information.

8. REPORT ON CONTRACT SALES ACTIVITY AND ADMINISTRATIVE FEE PAYMENT

A. CONTRACT SALES ACTIVITY REPORT. Each calendar quarter, Supplier must provide a contract sales activity report (Report) to the Sourcewell Supplier Development Administrator assigned to this Contract. Reports are due no later than 45 days after the end of each calendar quarter. A Report must be provided regardless of the number or amount of sales during that quarter (i.e., if there are no sales, Supplier must submit a report indicating no sales were made).

The Report must contain the following fields:

- Participating Entity Name (e.g., City of Staples Highway Department);
- Participating Entity Physical Street Address;
- Participating Entity City;
- Participating Entity State/Province;
- Participating Entity Zip/Postal Code;
- Participating Entity Contact Name;
- Participating Entity Contact Email Address;
- Participating Entity Contact Telephone Number;
- Sourcewell Assigned Entity/Participating Entity Number;
- Item Purchased Description;
- Item Purchased Price;
- Sourcewell Administrative Fee Applied; and
- Date Purchase was invoiced/sale was recognized as revenue by Supplier.

B. ADMINISTRATIVE FEE. In consideration for the support and services provided by Sourcewell, the Supplier will pay an administrative fee to Sourcewell on all Equipment, Products, and Services provided to Participating Entities. The Administrative Fee must be included in, and not

added to, the pricing. Supplier may not charge Participating Entities more than the contracted price to offset the Administrative Fee.

The Supplier will submit payment to Sourcewell for the percentage of administrative fee stated in the Proposal multiplied by the total sales of all Equipment, Products, and Services purchased by Participating Entities under this Contract during each calendar quarter. Payments should note the Supplier's name and Sourcewell-assigned contract number in the memo; and must be mailed to the address above "Attn: Accounts Receivable" or remitted electronically to Sourcewell's banking institution per Sourcewell's Finance department instructions. Payments must be received no later than 45 calendar days after the end of each calendar quarter.

Supplier agrees to cooperate with Sourcewell in auditing transactions under this Contract to ensure that the administrative fee is paid on all items purchased under this Contract.

In the event the Supplier is delinquent in any undisputed administrative fees, Sourcewell reserves the right to cancel this Contract and reject any proposal submitted by the Supplier in any subsequent solicitation. In the event this Contract is cancelled by either party prior to the Contract's expiration date, the administrative fee payment will be due no more than 30 days from the cancellation date.

9. AUTHORIZED REPRESENTATIVE

Sourcewell's Authorized Representative is its Chief Procurement Officer.

Supplier's Authorized Representative is the person named in the Supplier's Proposal. If Supplier's Authorized Representative changes at any time during this Contract, Supplier must promptly notify Sourcewell in writing.

10. AUDIT, ASSIGNMENT, AMENDMENTS, WAIVER, AND CONTRACT COMPLETE

A. **AUDIT.** Pursuant to Minnesota Statutes Section 16C.05, subdivision 5, the books, records, documents, and accounting procedures and practices relevant to this Contract are subject to examination by Sourcewell or the Minnesota State Auditor for a minimum of six years from the end of this Contract. This clause extends to Participating Entities as it relates to business conducted by that Participating Entity under this Contract.

B. **ASSIGNMENT.** Neither party may assign or otherwise transfer its rights or obligations under this Contract without the prior written consent of the other party and a fully executed assignment agreement. Such consent will not be unreasonably withheld. Any prohibited assignment will be invalid.

C. **AMENDMENTS.** Any amendment to this Contract must be in writing and will not be effective until it has been duly executed by the parties.

D. **WAIVER.** Failure by either party to take action or assert any right under this Contract will not be deemed a waiver of such right in the event of the continuation or repetition of the circumstances giving rise to such right. Any such waiver must be in writing and signed by the parties.

E. **CONTRACT COMPLETE.** This Contract represents the complete agreement between the parties. No other understanding regarding this Contract, whether written or oral, may be used to bind either party. For any conflict between the attached Proposal and the terms set out in Articles 1-22 of this Contract, the terms of Articles 1-22 will govern.

F. **RELATIONSHIP OF THE PARTIES.** The relationship of the parties is one of independent contractors, each free to exercise judgment and discretion with regard to the conduct of their respective businesses. This Contract does not create a partnership, joint venture, or any other relationship such as master-servant, or principal-agent.

11. INDEMNITY AND HOLD HARMLESS

Supplier must indemnify, defend, save, and hold Sourcewell and its Participating Entities, including their agents and employees, harmless from any claims or causes of action, including attorneys' fees incurred by Sourcewell or its Participating Entities, arising out of any act or omission in the performance of this Contract by the Supplier or its agents or employees; this indemnification includes injury or death to person(s) or property alleged to have been caused by some defect in the Equipment, Products, or Services under this Contract to the extent the Equipment, Product, or Service has been used according to its specifications. Sourcewell's responsibility will be governed by the State of Minnesota's Tort Liability Act (Minnesota Statutes Chapter 466) and other applicable law. Neither party shall be responsible for consequential or indirect losses or damages, including loss of profits or revenue.

12. GOVERNMENT DATA PRACTICES

Supplier and Sourcewell must comply with the Minnesota Government Data Practices Act, Minnesota Statutes Chapter 13, as it applies to all data provided by or provided to Sourcewell under this Contract and as it applies to all data created, collected, received, maintained, or disseminated by the Supplier under this Contract.

13. INTELLECTUAL PROPERTY, PUBLICITY, MARKETING, AND ENDORSEMENT

A. INTELLECTUAL PROPERTY

1. *Grant of License.* During the term of this Contract:
 - a. Sourcewell grants to Supplier a royalty-free, worldwide, non-exclusive right and license to use the trademark(s) provided to Supplier by Sourcewell in advertising and

promotional materials for the purpose of marketing Sourcewell's relationship with Supplier.

b. Supplier grants to Sourcewell a royalty-free, worldwide, non-exclusive right and license to use Supplier's trademarks in advertising and promotional materials for the purpose of marketing Supplier's relationship with Sourcewell.

2. *Limited Right of Sublicense.* The right and license granted herein includes a limited right of each party to grant sublicenses to their respective subsidiaries, distributors, dealers, resellers, marketing representatives, and agents (collectively "Permitted Sublicensees") in advertising and promotional materials for the purpose of marketing the Parties' relationship to Participating Entities. Any sublicense granted will be subject to the terms and conditions of this Article. Each party will be responsible for any breach of this Article by any of their respective sublicensees.

3. *Use; Quality Control.*

a. Neither party may alter the other party's trademarks from the form provided and must comply with removal requests as to specific uses of its trademarks or logos.

b. Each party agrees to use, and to cause its Permitted Sublicensees to use, the other party's trademarks only in good faith and in a dignified manner consistent with such party's use of the trademarks. Upon written notice to the breaching party, the breaching party has 30 days of the date of the written notice to cure the breach or the license will be terminated.

4. *Termination.* Upon the termination of this Contract for any reason, each party, including Permitted Sublicensees, will have 30 days to remove all Trademarks from signage, websites, and the like bearing the other party's name or logo (excepting Sourcewell's pre-printed catalog of suppliers which may be used until the next printing). Supplier must return all marketing and promotional materials, including signage, provided by Sourcewell, or dispose of it according to Sourcewell's written directions.

B. **PUBLICITY.** Any publicity regarding the subject matter of this Contract must not be released without prior written approval from the Authorized Representatives. Publicity includes notices, informational pamphlets, press releases, research, reports, signs, and similar public notices prepared by or for the Supplier individually or jointly with others, or any subcontractors, with respect to the program, publications, or services provided resulting from this Contract.

C. **MARKETING.** Any direct advertising, marketing, or offers with Participating Entities must be approved by Sourcewell. Send all approval requests to the Sourcewell Supplier Development Administrator assigned to this Contract.

D. **ENDORSEMENT.** The Supplier must not claim that Sourcewell endorses its Equipment, Products, or Services.

14. GOVERNING LAW, JURISDICTION, AND VENUE

The substantive and procedural laws of the State of Minnesota will govern this Contract. Venue for all legal proceedings arising out of this Contract, or its breach, must be in the appropriate state court in Todd County, Minnesota or federal court in Fergus Falls, Minnesota.

15. FORCE MAJEURE

Neither party to this Contract will be held responsible for delay or default caused by acts of God or other conditions that are beyond that party's reasonable control. A party defaulting under this provision must provide the other party prompt written notice of the default.

16. SEVERABILITY

If any provision of this Contract is found by a court of competent jurisdiction to be illegal, unenforceable, or void then both parties will be relieved from all obligations arising from that provision. If the remainder of this Contract is capable of being performed, it will not be affected by such determination or finding and must be fully performed.

17. PERFORMANCE, DEFAULT, AND REMEDIES

A. **PERFORMANCE.** During the term of this Contract, the parties will monitor performance and address unresolved contract issues as follows:

1. *Notification.* The parties must promptly notify each other of any known dispute and work in good faith to resolve such dispute within a reasonable period of time. If necessary, Sourcewell and the Supplier will jointly develop a short briefing document that describes the issue(s), relevant impact, and positions of both parties.
2. *Escalation.* If parties are unable to resolve the issue in a timely manner, as specified above, either Sourcewell or Supplier may escalate the resolution of the issue to a higher level of management. The Supplier will have 30 calendar days to cure an outstanding issue.
3. *Performance while Dispute is Pending.* Notwithstanding the existence of a dispute, the Supplier must continue without delay to carry out all of its responsibilities under the Contract that are not affected by the dispute. If the Supplier fails to continue without delay to perform its responsibilities under the Contract, in the accomplishment of all undisputed work, the Supplier will bear any additional costs incurred by Sourcewell and/or its Participating Entities as a result of such failure to proceed.

B. **DEFAULT AND REMEDIES.** Either of the following constitutes cause to declare this Contract, or any Participating Entity order under this Contract, in default:

1. Nonperformance of contractual requirements, or
2. A material breach of any term or condition of this Contract.

The party claiming default must provide written notice of the default, with 30 calendar days to cure the default. Time allowed for cure will not diminish or eliminate any liability for liquidated or other damages. If the default remains after the opportunity for cure, the non-defaulting party may:

- Exercise any remedy provided by law or equity, or
- Terminate the Contract or any portion thereof, including any orders issued against the Contract.

18. INSURANCE

A. REQUIREMENTS. At its own expense, Supplier must maintain insurance policy(ies) in effect at all times during the performance of this Contract with insurance company(ies) licensed or authorized to do business in the State of Minnesota having an "AM BEST" rating of A- or better, with coverage and limits of insurance not less than the following:

1. *Workers' Compensation and Employer's Liability.*

Workers' Compensation: As required by any applicable law or regulation.

Employer's Liability Insurance: must be provided in amounts not less than listed below:

Minimum limits:

\$500,000 each accident for bodily injury by accident

\$500,000 policy limit for bodily injury by disease

\$500,000 each employee for bodily injury by disease

2. *Commercial General Liability Insurance.* Supplier will maintain insurance covering its operations, with coverage on an occurrence basis, and must be subject to terms no less broad than the Insurance Services Office ("ISO") Commercial General Liability Form CG0001 (2001 or newer edition), or equivalent. At a minimum, coverage must include liability arising from premises, operations, bodily injury and property damage, independent contractors, products-completed operations including construction defect, contractual liability, blanket contractual liability, and personal injury and advertising injury. All required limits, terms and conditions of coverage must be maintained during the term of this Contract.

Minimum Limits:

\$1,000,000 each occurrence Bodily Injury and Property Damage

\$1,000,000 Personal and Advertising Injury

\$2,000,000 aggregate for products liability-completed operations

\$2,000,000 general aggregate

3. *Commercial Automobile Liability Insurance.* During the term of this Contract, Supplier will maintain insurance covering all owned, hired, and non-owned automobiles in limits of liability not less than indicated below. The coverage must be subject to terms

no less broad than ISO Business Auto Coverage Form CA 0001 (2010 edition or newer), or equivalent.

Minimum Limits:

\$1,000,000 each accident, combined single limit

4. *Umbrella Insurance*. During the term of this Contract, Supplier will maintain umbrella coverage over Employer's Liability, Commercial General Liability, and Commercial Automobile.

Minimum Limits:

\$2,000,000

5. *Network Security and Privacy Liability Insurance*. During the term of this Contract, Supplier will maintain coverage for network security and privacy liability. The coverage may be endorsed on another form of liability coverage or written on a standalone policy. The insurance must cover claims which may arise from failure of Supplier's security resulting in, but not limited to, computer attacks, unauthorized access, disclosure of not public data – including but not limited to, confidential or private information, transmission of a computer virus, or denial of service.

Minimum limits:

\$2,000,000 per occurrence

\$2,000,000 annual aggregate

Failure of Supplier to maintain the required insurance will constitute a material breach entitling Sourcewell to immediately terminate this Contract for default.

B. CERTIFICATES OF INSURANCE. Prior to commencing under this Contract, Supplier must furnish to Sourcewell a certificate of insurance, as evidence of the insurance required under this Contract. Prior to expiration of the policy(ies), renewal certificates must be mailed to Sourcewell, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 or sent to the Sourcewell Supplier Development Administrator assigned to this Contract. The certificates must be signed by a person authorized by the insurer(s) to bind coverage on their behalf.

Failure to request certificates of insurance by Sourcewell, or failure of Supplier to provide certificates of insurance, in no way limits or relieves Supplier of its duties and responsibilities in this Contract.

C. ADDITIONAL INSURED ENDORSEMENT AND PRIMARY AND NON-CONTRIBUTORY INSURANCE CLAUSE. Supplier agrees to list Sourcewell and its Participating Entities, including their officers, agents, and employees, as an additional insured under the Supplier's commercial general liability insurance policy with respect to liability arising out of activities, "operations," or "work" performed by or on behalf of Supplier, and products and completed operations of Supplier. The policy provision(s) or endorsement(s) must further provide that coverage is

primary and not excess over or contributory with any other valid, applicable, and collectible insurance or self-insurance in force for the additional insureds.

D. **WAIVER OF SUBROGATION.** Supplier waives and must require (by endorsement or otherwise) all its insurers to waive subrogation rights against Sourcewell and other additional insureds for losses paid under the insurance policies required by this Contract or other insurance applicable to the Supplier or its subcontractors. The waiver must apply to all deductibles and/or self-insured retentions applicable to the required or any other insurance maintained by the Supplier or its subcontractors. Where permitted by law, Supplier must require similar written express waivers of subrogation and insurance clauses from each of its subcontractors.

E. **UMBRELLA/EXCESS LIABILITY/SELF-INSURED RETENTION.** The limits required by this Contract can be met by either providing a primary policy or in combination with umbrella/excess liability policy(ies), or self-insured retention.

19. COMPLIANCE

A. **LAWS AND REGULATIONS.** All Equipment, Products, or Services provided under this Contract must comply fully with applicable federal laws and regulations, and with the laws in the states and provinces in which the Equipment, Products, or Services are sold.

B. **LICENSES.** Supplier must maintain a valid and current status on all required federal, state/provincial, and local licenses, bonds, and permits required for the operation of the business that the Supplier conducts with Sourcewell and Participating Entities.

20. BANKRUPTCY, DEBARMENT, OR SUSPENSION CERTIFICATION

Supplier certifies and warrants that it is not in bankruptcy or that it has previously disclosed in writing certain information to Sourcewell related to bankruptcy actions. If at any time during this Contract Supplier declares bankruptcy, Supplier must immediately notify Sourcewell in writing.

Supplier certifies and warrants that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from programs operated by the State of Minnesota; the United States federal government or the Canadian government, as applicable; or any Participating Entity. Supplier certifies and warrants that neither it nor its principals have been convicted of a criminal offense related to the subject matter of this Contract. Supplier further warrants that it will provide immediate written notice to Sourcewell if this certification changes at any time.

21. PROVISIONS FOR NON-UNITED STATES FEDERAL ENTITY PROCUREMENTS UNDER UNITED STATES FEDERAL AWARDS OR OTHER AWARDS

Participating Entities that use United States federal grant or FEMA funds to purchase goods or services from this Contract may be subject to additional requirements including the procurement standards of the Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards, 2 C.F.R. § 200. Participating Entities may have additional requirements based on specific funding source terms or conditions. Within this Article, all references to “federal” should be interpreted to mean the United States federal government. The following list only applies when a Participating Entity accesses Supplier’s Equipment, Products, or Services with United States federal funds.

A. **EQUAL EMPLOYMENT OPPORTUNITY.** Except as otherwise provided under 41 C.F.R. § 60, all contracts that meet the definition of “federally assisted construction contract” in 41 C.F.R. § 60-1.3 must include the equal opportunity clause provided under 41 C.F.R. §60-1.4(b), in accordance with Executive Order 11246, “Equal Employment Opportunity” (30 FR 12319, 12935, 3 C.F.R. §, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, “Amending Executive Order 11246 Relating to Equal Employment Opportunity,” and implementing regulations at 41 C.F.R. § 60, “Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor.” The equal opportunity clause is incorporated herein by reference.

B. **DAVIS-BACON ACT, AS AMENDED (40 U.S.C. § 3141-3148).** When required by federal program legislation, all prime construction contracts in excess of \$2,000 awarded by non-federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. § 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 C.F.R. § 5, “Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction”). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-federal entity must report all suspected or reported violations to the federal awarding agency. The contracts must also include a provision for compliance with the Copeland “Anti-Kickback” Act (40 U.S.C. § 3145), as supplemented by Department of Labor regulations (29 C.F.R. § 3, “Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States”). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-federal entity must report all suspected or reported violations to the federal awarding agency. Supplier must be in compliance with all applicable Davis-Bacon Act provisions.

C. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT (40 U.S.C. § 3701-3708). Where applicable, all contracts awarded by the non-federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. §§ 3702 and 3704, as supplemented by Department of Labor regulations (29 C.F.R. § 5). Under 40 U.S.C. § 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. § 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence. This provision is hereby incorporated by reference into this Contract. Supplier certifies that during the term of an award for all contracts by Sourcewell resulting from this procurement process, Supplier must comply with applicable requirements as referenced above.

D. RIGHTS TO INVENTIONS MADE UNDER A CONTRACT OR AGREEMENT. If the federal award meets the definition of “funding agreement” under 37 C.F.R. § 401.2(a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that “funding agreement,” the recipient or subrecipient must comply with the requirements of 37 C.F.R. § 401, “Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements,” and any implementing regulations issued by the awarding agency. Supplier certifies that during the term of an award for all contracts by Sourcewell resulting from this procurement process, Supplier must comply with applicable requirements as referenced above.

E. CLEAN AIR ACT (42 U.S.C. § 7401-7671Q.) AND THE FEDERAL WATER POLLUTION CONTROL ACT (33 U.S.C. § 1251-1387). Contracts and subgrants of amounts in excess of \$150,000 require the non-federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. § 7401- 7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. § 1251- 1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA). Supplier certifies that during the term of this Contract will comply with applicable requirements as referenced above.

F. DEBARMENT AND SUSPENSION (EXECUTIVE ORDERS 12549 AND 12689). A contract award (see 2 C.F.R. § 180.220) must not be made to parties listed on the government wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 C.F.R. §180 that implement Executive Orders 12549 (3 C.F.R. § 1986 Comp., p. 189) and 12689 (3 C.F.R. § 1989 Comp., p. 235), “Debarment and Suspension.” SAM Exclusions contains the names

of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549. Supplier certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation by any federal department or agency.

G. BYRD ANTI-LOBBYING AMENDMENT, AS AMENDED (31 U.S.C. § 1352). Suppliers must file any required certifications. Suppliers must not have used federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Suppliers must disclose any lobbying with non-federal funds that takes place in connection with obtaining any federal award. Such disclosures are forwarded from tier to tier up to the non-federal award. Suppliers must file all certifications and disclosures required by, and otherwise comply with, the Byrd Anti-Lobbying Amendment (31 U.S.C. § 1352).

H. RECORD RETENTION REQUIREMENTS. To the extent applicable, Supplier must comply with the record retention requirements detailed in 2 C.F.R. § 200.333. The Supplier further certifies that it will retain all records as required by 2 C.F.R. § 200.333 for a period of 3 years after grantees or subgrantees submit final expenditure reports or quarterly or annual financial reports, as applicable, and all other pending matters are closed.

I. ENERGY POLICY AND CONSERVATION ACT COMPLIANCE. To the extent applicable, Supplier must comply with the mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act.

J. BUY AMERICAN PROVISIONS COMPLIANCE. To the extent applicable, Supplier must comply with all applicable provisions of the Buy American Act. Purchases made in accordance with the Buy American Act must follow the applicable procurement rules calling for free and open competition.

K. ACCESS TO RECORDS (2 C.F.R. § 200.336). Supplier agrees that duly authorized representatives of a federal agency must have access to any books, documents, papers and records of Supplier that are directly pertinent to Supplier's discharge of its obligations under this Contract for the purpose of making audits, examinations, excerpts, and transcriptions. The right also includes timely and reasonable access to Supplier's personnel for the purpose of interview and discussion relating to such documents.

L. PROCUREMENT OF RECOVERED MATERIALS (2 C.F.R. § 200.322). A non-federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation

and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 C.F.R. § 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

M. FEDERAL SEAL(S), LOGOS, AND FLAGS. The Supplier cannot use the seal(s), logos, crests, or reproductions of flags or likenesses of Federal agency officials without specific pre-approval.

N. NO OBLIGATION BY FEDERAL GOVERNMENT. The U.S. federal government is not a party to this Contract or any purchase by a Participating Entity and is not subject to any obligations or liabilities to the Participating Entity, Supplier, or any other party pertaining to any matter resulting from the Contract or any purchase by an authorized user.

O. PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS OR RELATED ACTS. The Contractor acknowledges that 31 U.S.C. 38 (Administrative Remedies for False Claims and Statements) applies to the Supplier's actions pertaining to this Contract or any purchase by a Participating Entity.

P. FEDERAL DEBT. The Supplier certifies that it is non-delinquent in its repayment of any federal debt. Examples of relevant debt include delinquent payroll and other taxes, audit disallowance, and benefit overpayments.

Q. CONFLICTS OF INTEREST. The Supplier must notify the U.S. Office of General Services, Sourcewell, and Participating Entity as soon as possible if this Contract or any aspect related to the anticipated work under this Contract raises an actual or potential conflict of interest (as described in 2 C.F.R. Part 200). The Supplier must explain the actual or potential conflict in writing in sufficient detail so that the U.S. Office of General Services, Sourcewell, and Participating Entity are able to assess the actual or potential conflict; and provide any additional information as necessary or requested.

R. U.S. EXECUTIVE ORDER 13224. The Supplier, and its subcontractors, must comply with U.S. Executive Order 13224 and U.S. Laws that prohibit transactions with and provision of resources and support to individuals and organizations associated with terrorism.

S. PROHIBITION ON CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT. To the extent applicable, Supplier certifies that during the term of this Contract it will comply with applicable requirements of 2 C.F.R. § 200.216.

T. DOMESTIC PREFERENCES FOR PROCUREMENTS. To the extent applicable, Supplier certifies that during the term of this Contract will comply with applicable requirements of 2 C.F.R. § 200.322.

22. CANCELLATION

Sourcewell or Supplier may cancel this Contract at any time, with or without cause, upon 60 days' written notice to the other party. However, Sourcewell may cancel this Contract immediately upon discovery of a material defect in any certification made in Supplier's Proposal. Cancellation of this Contract does not relieve either party of financial, product, or service obligations incurred or accrued prior to cancellation.

Sourcewell

IPS Group, Inc.

DocuSigned by:
Jeremy Schwartz
C0FD2A139D06489...
By: _____
Jeremy Schwartz
Title: Chief Procurement Officer
Date: 1/10/2024 | 12:19 PM CST

DocuSigned by:
Chad P. Randall
3D68AC63A184471...
By: _____
Chad Randall
Title: CEO
Date: 1/10/2024 | 11:37 AM CST

RFP 120423 - Curb Management Technologies with Related Services

Vendor Details

Company Name: IPS Group, Inc.
Address: 7737 Kenamar Court
San Diego, CA 92122
Contact: Carole Lombard
Email: carole.lombard@ipsgroupinc.com
Phone: 858-997-2491
Fax: 858-403-3352
HST#: 23-302-8164

Submission Details

Created On: Tuesday November 07, 2023 15:12:09
Submitted On: Monday December 04, 2023 16:16:21
Submitted By: Carole Lombard
Email: carole.lombard@ipsgroupinc.com
Transaction #: ed59c983-20ab-4aa5-b5c7-d4075cdfde2f
Submitter's IP Address: 76.81.231.226

Specifications

Table 1: Proposer Identity & Authorized Representatives

General Instructions (applies to all Tables) Sourcewell prefers a brief but thorough response to each question. Do not merely attach additional documents to your response without also providing a substantive response. Do not leave answers blank; respond "N/A" if the question does not apply to you (preferably with an explanation).

Line Item	Question	Response *
1	Proposer Legal Name (one legal entity only): (In the event of award, will execute the resulting contract as "Supplier")	IPS Group, Inc.
2	Identify all subsidiary entities of the Proposer whose equipment, products, or services are included in the Proposal.	N/A – IPS does not have any subsidiaries.
3	Identify all applicable assumed names or DBA names of the Proposer or Proposer's subsidiaries in Line 1 or Line 2 above.	N/A – IPS does not do business under a DBA name.
4	Provide your CAGE code or Unique Entity Identifier (SAM):	Unique Entity ID: Z6VKJU8RGT43 Cage: 6QCA1
5	Proposer Physical Address:	7737 Kenamar Court, San Diego, CA 92121
6	Proposer website address (or addresses):	https://www.ipsgroupinc.com/
7	Proposer's Authorized Representative (name, title, address, email address & phone) (The representative must have authority to sign the "Proposer's Assurance of Compliance" on behalf of the Proposer and, in the event of award, will be expected to execute the resulting contract):	Chad Randall, CEO, 7737 Kenamar Court, San Diego, CA 92121, chad.randall@ipsgroupinc.com, 877-630-6638
8	Proposer's primary contact for this proposal (name, title, address, email address & phone):	Carole Lombard, Proposal Manager, 7737 Kenamar Court, San Diego, CA 92121, carole.lombard@ipsgroupinc.com, 858-997-2491
9	Proposer's other contacts for this proposal, if any (name, title, address, email address & phone):	Michael Chiodo, Senior Vice President National Sales, 7737 Kenamar Court, San Diego, CA 92121, mike.chiodo@ipsgroup.com, 877-630-6638 Tyler Cain, Director of Business Development, 7737 Kenamar Court, San Diego, CA 92121, tyler.cain@ipsgroup.com, 877-630-6638

Table 2: Company Information and Financial Strength

Line Item	Question	Response *
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10	Provide a brief history of your company, including your company's core values, business philosophy, and industry longevity related to the requested equipment, products or services.	<p>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.</p> <p>Based in San Diego, CA, IPS is the proud inventor of the credit card-enabled single-space parking meter and has more wireless parking devices deployed across the US than our competitors combined. To date, IPS has sold more than 300,000+ wireless devices in over 400+ communities worldwide. IPS drives the Smart Communities evolution as an innovator and trusted provider of Smart Parking technology.</p> <p>IPS offers the industry's only Fully Integrated Parking Management Suite. Several IPS customers have already subscribed to the complete product suite for the ease of community-wide parking data integration and access to all parking applications via one cloud-based platform. The Suite of Smart Parking products includes:</p> <ul style="list-style-type: none"> • M5™ Single-Space Smart Parking Meters • Vehicle Detection Sensors • MS1™ Multi-Space Pay Station • MS3™ Multi-Space Pay Station • NFC Contactless Upgrade • Enforcement Management System (EMS) • Permit Management System • PARK SMARTER™ app • Curbside Reservation System • Parking Management System Aggregator <p>A truly integrated solution allows cities, communities, and universities of any size to manage their entire parking network from anywhere, anytime, with single sign-on (SSO) access to all applications and consolidated parking data in one place. While the IPS Parking Management Suite offers all of the interrelated parking applications a community may need, it can also seamlessly integrate with any third-party service via API.</p> <p>IPS handles all design, final assembly, and ongoing support from our San Diego offices, where we employ 185 full-time employees. By manufacturing in the US, we are able to provide outstanding quality, reduce environmental impact, and meet quick delivery turnaround requirements.</p> <p>IPS actively participates in industry events to learn from the community and to stay ahead of the curve. Our customers are our partners in innovation, helping us to create and improve our products to better serve the industry.</p> <p>Today, thanks to that community feedback, we are at the industry forefront. On the following page is a timeline that demonstrates IPS Group's consistent innovative progress. We strive to be proactive, and focus on developments that are in high demand, and proven to create efficiencies and value. We have our close customer relationships to thank – their experiences, feedback, and suggestions for enhancements help shape our roadmap.</p> <p>Neither party shall be responsible for consequential or indirect losses or damages including loss of profits or revenue.</p>
11	What are your company's expectations in the event of an award?	<p>IPS has worked with a number of cooperative purchasing agencies for many years and would be excited to be part of the Sourcewell cooperative program. As such we have experience with marketing cooperative contracts such as Sourcewell and are confident in our ability to promote this agreement. We would welcome the opportunity to partner with Sourcewell on joint marketing or sales activities both regionally and nationwide.</p>
12	Demonstrate your financial strength and stability with meaningful data. This could include such items as financial statements, SEC filings, credit and bond ratings, letters of credit, and detailed reference letters. Upload supporting documents (as applicable) in the document upload section of your response.	<p>Please refer to Section "Financial Strength and Stability" for our financial statements, uploaded into the portal, which are provided in a CONFIDENTIAL format and are not for public disclosure. This represents the last 2 years, 2021-2022 audited financial statements.</p>
13	What is your US market share for the solutions that you are proposing?	<p>The IPS market share estimate for the US Market would be greater than 75% for all smart single-space meter products and between 10-20% for the pay-station products. Enforcement and Permitting products would be less than 10%. IPS serves the Municipal Government and Universities.</p>
14	What is your Canadian market share for the solutions that you are proposing?	<p>The IPS market share estimate for the Canadian Market would be less than 10% for all products offered within Municipal Government.</p>

15	Has your business ever petitioned for bankruptcy protection? If so, explain in detail.	No, IPS has never petitioned for bankruptcy protection.	*
16	How is your organization best described: is it a manufacturer, a distributor/dealer/reseller, or a service provider? Answer whichever question (either a) or b) just below) best applies to your organization. a) If your company is best described as a distributor/dealer/reseller (or similar entity), provide your written authorization to act as a distributor/dealer/reseller for the manufacturer of the products proposed in this RFP. If applicable, is your dealer network independent or company owned? b) If your company is best described as a manufacturer or service provider, describe your relationship with your sales and service force and with your dealer network in delivering the products and services proposed in this RFP. Are these individuals your employees, or the employees of a third party?	IPS is a manufacturer and service provider that has a direct sales and service force to deliver its products and services. These individuals are employees of IPS Group, Inc. In total IPS has more than 200 employees that are dedicated to provide the best product and services to our clients.	*
17	If applicable, provide a detailed explanation outlining the licenses and certifications that are both required to be held, and actually held, by your organization (including third parties and subcontractors that you use) in pursuit of the business contemplated by this RFP.	IPS can deliver accurate integrations with third-party application programming interfaces (APIs), no matter the vendor, in record time. No licenses or certifications are required.	*
18	Provide all "Suspension or Debarment" information that has applied to your organization during the past ten years.	N/A – IPS has not been Suspended or Debarred in the past ten years.	*

Table 3: Industry Recognition & Marketplace Success

Line Item	Question	Response *	
19	Describe any relevant industry awards or recognition that your company has received in the past five years	IPS has been recognized with numerous awards over the years and owns 170+ patents. IPS is actively involved in a number of regional and national parking associations including International Parking & Mobility Institute (IPMI), National Parking Association. (NPA), and Canadian Parking Association (CPA). In total we participate in over 50 events in North America. Please refer to our RFP response that has been uploaded in Section "Upload Additional Documents".	*
20	What percentage of your sales are to the governmental sector in the past three years	Governmental Sales including State/Local Governments has been approximately 90%.	*
21	What percentage of your sales are to the education sector in the past three years	Education Sales including State/Private Higher Ed and Universities has been approximately 10%.	*
22	List any state, provincial, or cooperative purchasing contracts that you hold. What is the annual sales volume for each of these contracts over the past three years?	IPS Group is listed with the following cooperative agreements – the annual sales volume is considered confidential by IPS and would be a conflict with the agreements that we have with such organizations. In no order: COSTARS (State of PA), NJ COOP, CMAS (California), MAPC (State of MA), and OMNI (NCPA - National Agreement).	*
23	List any GSA contracts or Standing Offers and Supply Arrangements (SOSA) that you hold. What is the annual sales volume for each of these contracts over the past three years?	IPS does not have any GSA contracts in the last three years.	*

Table 4: References/Testimonials

Line Item 24. Supply reference information from three customers who are eligible to be Sourcwell participating entities.

Entity Name *	Contact Name *	Phone Number *	
City of Los Angeles, CA	Ken Husting, Principal Transportation Engineer	213.473.8276	*
Seattle Department of Transportation, WA	Mike Estey, Manager of Curbside Management SDOT	206.684.8132	*
City of San Diego, CA	Jonathan Carey, Parking Program Manager	619.533.3610	*

Table 5: Top Five Government or Education Customers

Line Item 25. Provide a list of your top five government, education, or non-profit customers (entity name is optional), including entity type, the state or province the entity is located in, scope of the project(s), size of transaction(s), and dollar volumes from the past three years.

Entity Name	Entity Type *	State / Province *	Scope of Work *	Size of Transactions *	Dollar Volume Past Three Years *	
Boston	Government	Massachusetts - MA	M5™ Single-Space Parking Meters	M5 - 5,842 meters	\$4,567,082	*
Baltimore Parking Authority	Government	Maryland - MD	M5™ Single-Space Parking Meters MS1™ Multi-Space Parking Meters	M5 - 2,194 meters MS1 - 390 meters	\$165,811	*
Cincinnati	Government	Ohio - OH	Fully Integrated Solution: M5™ Single-Space Parking Meters MS1™ Multi-Space Parking Meters MS3™ Multi-Space Parking Meters Enforcement Management System Permit Management System Mobile Enforcement Devices Mobile Pay Providers	M5 - 1,982 meters MS1 - 118 meters MS3 - 9 meters	\$3,484,893	*
Los Angeles	Government	California - CA	M5™ Single-Space Parking Meters M7™ Single-Space Parking Meters Vehicle Detection Sensors MS1™ Multi-Space Parking Meters PARK SMARTER™	M5 - 34,000 meters M7 - 228 6,000-meter sensors MS1 - 90 meters Over 1,000 PARK SMARTER meter enabled spaces	\$18,290,677	*
Seattle	Government	Washington - WA	MS1™ Multi-Space Parking Meters MS3™ Multi-Space Parking Meters Multi-Space Upgrade Kits * Seattle is one of the largest pay-by-plate deployments in the U.S.	MS1 - 1,000 meters (plus converted 1,500 pay-by-plate meters) MS3 - 1 560 meters upgrade kits	\$4,123,140	*

Table 6: Ability to Sell and Deliver Service

Describe your company's capability to meet the needs of Sourcewell participating entities across the US and Canada, as applicable. Your response should address in detail at least the following areas: locations of your network of sales and service providers, the number of workers (full-time equivalents) involved in each sector, whether these workers are your direct employees (or employees of a third party), and any overlap between the sales and service functions.

Line Item	Question	Response *	
26	Sales force.	IPS Group's sales network consists of 17 full-time directly employed positions strategically located across the United States and Canada. The sales team is fully trained on all IPS products and smart parking management solutions. The sales team works in conjunction with the customer service division to ensure customer satisfaction at all levels. If awarded IPS would use its sales team to promote the Sourcewell agreement.	*
27	Dealer network or other distribution methods.	IPS is an OEM and sells direct.	*

28	Service force.	<p>IPS directly employs geographically positioned project managers, implementation managers, product support technicians, and engineering support specialists to reinforce our commitment to customer satisfaction. These activities commence with product installation and remain throughout the relationship IPS enjoys with each customer. IPS customer support employs 20+ customer service and field staff nationwide.</p> <p>IPS has specifically defined best practices for implementation based upon our many years of experience over the past 20 years. Sourcewell customers can readily rely upon our expertise related to product implementation and customer support. In addition, IPS provides training resources both remote and onsite to ensure our customers are fully informed in terms of the capabilities for all IPS products and services. The IPS Data Management System (DMS) also offers numerous training videos to provide ongoing support to our clients.</p>
29	Describe the ordering process. If orders will be handled by distributors, dealers or others, explain the respective roles of the Proposer and others.	<p>All orders are directly through IPS Group, Inc. IPS staff will build each custom order for Sourcewell participating entities to ensure accuracy. Each order is then routed to IPS manufacturing based in the USA. IPS understands that clients may have different purchasing and/or ordering requirements and IPS is highly experienced in managing through cooperative purchasing agreements. Our experience also ensures accurate pricing and fulfillment.</p>
30	Describe in detail the process and procedure of your customer service program, if applicable. Include your response-time capabilities and commitments, as well as any incentives that help your providers meet your stated service goals or promises.	<p>Service and Support</p> <p>The IPS Customer Success Organization operates cross-functionally with several IPS teams before, during, and after deployment to deliver the best possible outcomes:</p> <ul style="list-style-type: none"> • Sales • Customer/Technical Support • Project Management • Marketing • Engineering • and others... <p>In the following pages, we describe our ongoing day-to-day customer support. Training and marketing descriptions are included in Tables 7 Marketing Plan and Table 8 Value Added Attributes. All these functions are driven by customer success and are subject to fine-tuning at the start of the project based on the Agency's specific needs.</p> <p>Customer Success Journey</p> <p>Implementation – Program Planning</p> <ul style="list-style-type: none"> • Onsite installation and training • The City + IPS define “success based on City's short and long term goals, map implementation and performance milestone to an agreed-upon timeline. • IPS provides consultation on a strategic plan for your long-term success in revenue gains, staff independence and comfort with technology, and maintaining public acceptance of paid parking program • The City is introduced to its dedicated team and their respective roles <p>Implementation – Onboarding & Education</p> <ul style="list-style-type: none"> • Project team delivers tailored, in-depth training based off proven curriculum. • Training is provided as needed for new staff post deployment. • Train-the-trainer approach is used to teach staff to teach colleagues; however, IPS offers the option for our trainers to teach your new staff members as they come on board. • Staff introduced to all the self-help resources available in the DMS, including how-to videos, instruction manuals, and more. • Customer Success and Marketing teams work with City to launch any City Marketing tactics. <p>Ongoing Customer Success</p> <ul style="list-style-type: none"> • Post installation, City + IPS Customer Success meets via conference call to discuss the installation and ensure all project criteria has been met. • City + IPS Customer Success establish periodic business reviews to gauge program health and performance. • Customer Success consults on appropriate adjustments to guide the future direction and momentum towards goal achievement. • Customer Success maintains open communication across sales, support, marketing and engineering to ensure quick issue resolution and continual progress. <p>Customer Success Day-to-Day Technical Support</p> <p>For nearly two decades, IPS has built a reputation as an industry leader due to its Fully Integrated Parking Management Suite, 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.</p> <p>No other supplier in the industry knows parking like we do. Our service team of</p>

		<p>professional, dependable, and courteous experts is 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.</p> <p>IPS clearly understands the importance of ongoing support and we encourage an Agency 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 an Agency. Your designated Customer Success Team includes a Customer Support Manager who understands all the intricacies of your project.</p> <p>We promise to listen to any challenge to find a solution.</p> <p>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 is 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.</p> <p>ONLINE SUPPORT AND RMA PROCESS Get online assistance and RMA management from one easy-to-use portal. IPS offers one easy-to-use portal, the next-generation Data Management System (DMS), from which Agencies can submit and track help tickets. (https://sso.ipsmetersystems.com)</p> <p>In the rare event that the meter cannot be repaired by your technician, the equipment will need to be returned to our RMA Department, and updates can be monitored online, at any time.</p> <p>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 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.</p> <p>TECHNICAL 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 Agency with technical resources including a team of hardware/software engineers, database administrators, and web/data-integration engineers for additional support.</p> <p>DATA SECURITY MANAGEMENT Your data is protected. IPS is PCI-DSS Level 1 certified as a payment services provider. IPS offers ongoing data security management and backup systems support of the DMS in case of a critical failure.</p> <p>PERSONALIZED FOLLOW-UP MEETINGS Ensure all project criteria are met and exceed expectations. Once the installation is complete, a conference call between the Agency, the designated CSM, and the Director of Sales is held to discuss the wrap-up of the installation and ensure all project criteria have been met. Check-in meetings can be held periodically to discuss progress or additional concerns as needed</p> <p>Please refer to our RFP response that has been uploaded in Section "Upload Additional Documents".</p>	
31	Describe your ability and willingness to provide your products and services to Sourcewell participating entities in the United States.	IPS is uniquely positioned to respond to all product and service requests as requested under the terms and conditions stipulated by Sourcewell within the United States. IPS has resources across the United States that stand ready to assist Sourcewell clients.	*
32	Describe your ability and willingness to provide your products and services to Sourcewell participating entities in Canada.	IPS is uniquely positioned to respond to all product and service requests as requested under the terms and conditions stipulated by Sourcewell in Canada.	*

33	Identify any geographic areas of the United States or Canada that you will NOT be fully serving through the proposed contract.	IPS is not restricted by any geographical boundaries.	*
34	Identify any Sourcewell participating entity sectors (i.e., government, education, not-for-profit) that you will NOT be fully serving through the proposed contract. Explain in detail. For example, does your company have only a regional presence, or do other cooperative purchasing contracts limit your ability to promote another contract?	IPS will provide products and services to all participating members of Sourcewell.	*
35	Define any specific contract requirements or restrictions that would apply to our participating entities in Hawaii and Alaska and in US Territories.	No contractual restrictions exist. Additional shipping or support costs may apply in Hawaii and Alaska and will be provided upon request.	*

Table 7: Marketing Plan

Line Item	Question	Response *	
36	Describe your marketing strategy for promoting this contract opportunity. Upload representative samples of your marketing materials (if applicable) in the document upload section of your response.	IPS has an in-house marketing and public relations team and a direct sales force that can support Sourcewell public outreach for the term of the contract by generating press releases, holding press conferences, creating a website and marketing collateral to advise the public on the benefits of IPS products and how to use them, and more. Please refer to the upload in "Marketing Plan/Samples".	*
37	Describe your use of technology and digital data (e.g., social media, metadata usage) to enhance marketing effectiveness.	Our Marketing department has an established approach with many years of experience. Our team will be eager to work with Cities and other Agencies to customize a program tailored to their needs. We offer a standard to a full-agency experience choosing from three (3) tiered packages. Our Premium Package offers social media messaging and tactics to utilize current networks and followers on their Facebook and Twitter accounts to provide targeted audiences key project information.	*
38	In your view, what is Sourcewell's role in promoting contracts arising out of this RFP? How will you integrate a Sourcewell-awarded contract into your sales process?	IPS anticipates that Sourcewell will expose IPS products and solutions to their diverse membership base. The traditional procurement process has proven to be an obstacle in many sectors. Sourcewell members have sought relief from this process, which as custodian of public dollars allows members to evaluate various products and solutions more efficiently and objectively. If fortunate to be selected, the sales team of IPS would actively promote the value of Sourcewell membership to potential and existing customers. It is to our mutual benefit that all eligible entities be made aware of alternative procurement services.	*
39	Are your products or services available through an e-procurement ordering process? If so, describe your e-procurement system and how governmental and educational customers have used it.	IPS products and services are not available via online e-procurement website. IPS sales staff will generate quotes to each potential client based on their specific requests.	*

Table 8: Value-Added Attributes

Line Item	Question	Response *					
40	Describe any product, equipment, maintenance, or operator training programs that you offer to Sourcewell participating entities. Include details, such as whether training is standard or optional, who provides training, and any costs that apply.	<p>IPS will provide a comprehensive training program that delivers as much training (both on-site and web-based) as needed by your staff, including the option for additional and customized sessions before, during, and after pay-by-cell app deployment. Please note: IPS will comply with all state and local health and safety guidelines in place at the time for any in-person training required.</p> <p>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. Please refer to Section "Upload Additional Document" for our Training Programs.</p> <p>The tables on the following pages include a description of our standard training curriculum. A complete training schedule with an agenda and training milestones will be constructed and approved by an Agency if awarded.</p> <p>TRAINING SUBJECT: METER MAINTENANCE</p> <table border="1"> <thead> <tr> <th>Element</th> <th>Description</th> </tr> </thead> <tbody> <tr> <td>Subject Matter</td> <td>To introduce maintenance and operations staff with basic meter use and operating features, including primary construction & disassembly, meter installation &</td> </tr> </tbody> </table>	Element	Description	Subject Matter	To introduce maintenance and operations staff with basic meter use and operating features, including primary construction & disassembly, meter installation &	
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 sessions.

Primary Audience All maintenance and operations staff
 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 Prior to and during installation
 Location of Training Agency 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 a 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 Managers, 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: FINANCE/ACCOUNTING/AUDIT/ADJUDICATION

Element Description
 Subject Matter To provide an 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 or more 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

TRAINING SUBJECT: PERMIT MANAGEMENT

Element Description
 Subject Matter To introduce the staff to the use of the permit management system. Training includes how to register and purchase a permit on a public portal, back-office approvals, other options, and permit reports.

Primary Audience Staff responsible for managing permits
 Training Hours per Employee 1-2 hours per session
 Employees Eligible to Train No limit to the number of total Employees
 Proposed Schedule Prior to and during the installation
 Location of Training Webinar
 Training Provided By IPS Group Support Specialist

TRAINING SUBJECT: PARK SMARTER™

Element Description
 Subject Matter PARK SMARTER™ is incredibly easy to learn; therefore, complete training should only take one hour. Topics covered include:

Creating an account
 Single sign-on (SSO)
 Transactions
 Administration
 Primary Audience Operations Staff
 Training Hours Per Student 1 hour, unless additional training is needed, unlimited remote sessions for refresher training
 Students Eligible to Train No maximum
 Proposed Schedule Prior to and during installation, based on PABC's convenience
 Location of Training Remote - can be accomplished via webinar
 Trainer IPS Customer Support

41 Describe how your products and services will impact safety and reliability; such as improvement to safety of systems for pedestrians, bicyclists, and the broader traveling public, improve emergency response, etc.

IPS meters and sensors act as assets to an Agency in the improved management of vehicle parking. Real-time sensor data and paid parking in the form of meters/pay stations, reduce vehicles circling blocks in search of parking and aim to provide available spaces on a per-block basis. Additionally, the reduction in vehicles driving and circling in search of available parking reduces emissions. Furthermore, paid parking is a form of parking management and often has a trickle-down effect, helping to further promote the use of public transportation rather than electing to drive and pay for parking.

42	Describe how your products and services will improve curb management to allow dynamic pricing, improvements to business access, traffic flow and curb traffic, and any impacts on essential services.	IPS meters and sensors provide real-time occupancy which allows an Agency to measure parking demand and determine if rate changes are needed on a block-by-block or area-by-area basis. Additionally, cities have also utilized IPS meter and pay station transactional data to measure occupancy over time and make rate and parking policy adjustments to better manage parking supply and demand in an Agency. Additionally, our Data Management System (DMS) offers unique capabilities that provide integration to third-party data sources, data analytics, trend analysis, and a variety of other reporting capabilities to enable dynamic pricing, curbspace turnover, and operational efficiency.
43	Describe your ability to perform projects related to the USDOT Smart Grant Program.	IPS can perform projects related to the USDOT Smart Grant Program.
44	Describe any technological advances that your proposed products or services offer.	<p>Inspired by the Smart Parking Meter breakthrough, every day at IPS we innovate at a pace no competitor can match. We currently have over 160 patents in our portfolio, with more than 300,000 meters sold in over 300 cities worldwide and a rapidly growing roster of parking and enforcement clients.</p> <p>IPS is as committed to stability and return on investment as we are to innovation. As a testament to this, over a decade later many of our early Smart Meters are still in continuous operation.</p> <p>Our experience has taught us that marketplace innovation depends on both creativity and responsiveness. Listening to our customers, we realized the industry was craving an end-to-end solution. In 2015, we expanded our offerings to include an Enforcement and Permitting System, built from the ground up to be an integral part of our parking portfolio. To help parking departments achieve excellent customer service, we offer the industry's only Live Chat capabilities for enforcement and permitting inquiries.</p> <p>IPS actively participates in industry events to learn from the community and to stay ahead of the curve. Our customers are our partners in innovation. Thanks to their feedback, we are at the industry forefront. IPS is the only provider to offer a true, fully integrated Smart Parking Platform that covers the entire parking ecosystem from single-space, multi-space, vehicle sensors, mobile payments, enforcement, and permitting software, to a fully integrated web-based management and data analytics system.</p> <p>TECHNOLOGICAL ADVANCES</p> <p>HONDA MOTOR COMPANY In-Vehicle Payment: IPS, in collaboration with Honda and Visa, introduces a revolutionary breakthrough in parking – an end-to-end in-vehicle mobile payment parking solution that eliminates the hassle of digging for change or leaving the vehicle to feed the meter. Drivers will experience the simplicity and convenience of paying for parking from the safety and comfort of their vehicles. With full control at their fingertips, drivers complete the entire process using the in-vehicle dashboard.</p> <p>QUALCOMM Technologies, Inc. The smart city solutions of Qualcomm Technologies, Inc. are designed to support intelligent network connectivity and edge processing solutions in cities across the globe. Qualcomm Technologies' full suite of wide-and local area connectivity processing technologies include Bluetooth, Wi-Fi, 3G, 4G LTE, and small cells, and these solutions are designed to help bring efficiency, safety, and innovation to fast-growing urban environments. By addressing challenges within city infrastructure, energy, transportation, and buildings, Qualcomm Technologies, working together with other companies in the smart city ecosystem, is helping to develop sustainable solutions that minimize the total cost of ownership and position cities with an eye to the future. IPS Group is a strategic Smart City partner of QUALCOMM's Smart City Initiatives.</p>

45	Describe any “green” initiatives that relate to your company or to your products or services, and include a list of the certifying agency for each.	<p>ENVIRONMENT SUSTAINABILITY AND GREEN INITIATIVES</p> <p>IPS is committed to sustainable business 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.</p> <p>Products and Components – Sustainable Choices</p> <p>Solar power: IPS meters are powered by a patented combination of solar power and a battery system. The solar panel allows for constant recharging of the battery with ambient light, resulting in maximum battery life. A Los Angeles department report estimated that IPS solar-powered meters keep approximately 60,000 AA batteries out of LA landfills each year.</p> <p>Equipment longevity: IPS reduces the waste of discarded equipment by building more durable products to maximize product life. Many of our first-generation machines are still in the field. By contrast, clients have had to replace our competitors’ machines within only a few years, resulting in unnecessary waste. Stainless steel is a standard feature, which will maximize longevity and save both waste and money.</p> <p>Hardware upcycling: Our Upgrade Kits allow Cities and other Agencies to reuse old meter and pay station hardware. Expanding the useful life of older equipment helps reduce the demand for new materials, as well as keeping discarded equipment out of landfills.</p> <p>Battery recycling: IPS partners with battery recycling partners to offer battery recycling services both internally and to our customers. IPS has never used environmentally toxic nickel-cadmium batteries.</p> <p>Plastics recycling: Plastic components and Lexan coverings from old meters are recycled into new plastic parts whenever possible, reducing the amount of plastic in local landfills.</p> <p>Reducing CO2 Emissions: Using a combination of our meter, 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. In the US alone, a report conducted by Verizon Wireless calculated an annualized reduction of 34,192 metric tons of CO2 from IPS meters.</p> <p>Remote Monitoring: Our web-based Enforcement Management System gives a birds-eye view of maintenance needs and parking violations, allowing Maintenance Staff and Parking Enforcement Officers to immediately spot citable vehicles, significantly reducing the amount of field patrolling.</p> <p>Online Enforcement & Permitting Processing: Our online portals allow the public to pay citations or apply for permits entirely online, eliminating paper forms and reducing trips to municipal offices.</p> <p>Internal Initiatives – Sustainable Practices</p> <p>LED lights: IPS equips our corporate offices with state-of-the-art LED lighting, which conserves 60 percent more energy than conventional lighting.</p> <p>Auto shut-off: To conserve electricity, our corporate offices have motion detector sensors to turn off lights automatically. To conserve water, the faucets in our bathrooms have auto shut-off valves.</p> <p>Waste prevention: To reduce the amount of paper we use, IPS employs the “Think Before You Print” philosophy —we have set the printers in all of our corporate offices to default to two-sided paper. We use recyclable paper and materials whenever possible and send all corporate communications via electronic media. Our shipping department constantly re-uses and repurposes our suppliers’ packaging.</p> <p>Please refer to our RFP response that has been uploaded in Section “Upload Additional Documents”.</p>
46	Detail any benefits or impact on the climate realized from your offering such as: the reduction of congestion and/or air pollution, including greenhouse gases or improvement of energy efficiency.	<p>IPS Group is in partnership with Verizon which provides energy-efficient parking solutions to reduce air pollution and greenhouse gas emissions. By 2023, Verizon’s networks and connected solutions will save more than 2X the amount of global emissions that our operations create.</p>

47	Identify any third-party issued eco-labels, ratings or certifications that your company has received for the equipment or products included in your Proposal related to energy efficiency or conservation, life-cycle design (cradle-to-cradle), or other green/sustainability factors.	IPS engineers our products for the highest quality and maximum lifetime value. Please refer to the above sections where we discuss our greener sustainability issues.	*
48	Describe any Women or Minority Business Entity (WMBE), Small Business Entity (SBE), or veteran owned business certifications that your company or hub partners have obtained. Upload documentation of certification (as applicable) in the document upload section of your response.	N/A – IPS is not a Women or Minority Business Entity (WMBE), Small Business Entity (SBE), or veteran owned business.	*

<p>49</p>	<p>What unique attributes does your company, your products, or your services offer to Sourcwell participating entities? What makes your proposed solutions unique in your industry as it applies to Sourcwell participating entities?</p>	<p>At IPS Group, we go beyond selling Smart Parking solutions. We strive to maximize the potential of our customers' parking programs and advocate for their long-term success. 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 single-space parking meter and has more wireless parking devices deployed across the US than our competitors combined.</p> <p>IPS is the only provider in the parking industry to offer a Fully Integrated Parking Management Suite, allowing Cities and other Agencies the convenience and efficiency of fulfilling all smart parking requirements from one source. The Suite of Smart Parking products includes single- and multi-space meters, sensors, enforcement and permitting solutions, handheld mobile devices, and mobile payments that connect to one, powerful integrated Data Management System (DMS). IPS offers the convenience of a single end-to-end vendor and a solution that scales as needs grow. Whether Cities are looking for a start-to-finish fully integrated solution or to add another third-party element to their existing solution, IPS is the one vendor that can handle both situations. We also have a proven track record of integration with all major third-party vendors—we have successfully completed integrations in over 50 cities, and more than 100,000 IoT devices through custom, secure APIs.</p> <p>IPS handles all ongoing support from our San Diego offices providing tighter quality control and faster delivery for our US customers. Further, all customer data is stored in US-based facilities. Our US-based Customer Success and Technical Support teams are ready to answer the call, even if after normal business hours.</p> <p>ADDITIONAL VALUE-ADDS THAT COMPLEMENT OUR FULLY INTEGRATED SOLUTION</p> <p>PREFERRED INTERCHANGE PRICING IPS has negotiated preferred interchange pricing on small-ticket-regulated debit transactions with Visa and MasterCard. IPS customers can take advantage of this exclusive offer, which offers a potential savings of up to 40% on monthly parking merchant statement account fees. *</p> <p>At IPS Group, we are committed to finding innovative ways of creating more value for our customers. As the leader in on-street parking technology, we have been able to negotiate preferred interchange pricing with both Visa® and MasterCard® on small-ticket-regulated debit transactions.</p> <p>On a monthly basis, IPS has over 10 million credit/debit card transactions processed through their PCI Level 1 compliant payment gateway. This significant processing volume has enabled IPS to negotiate preferred INTERCHANGE rates with both Visa and MasterCard on "regulated" debit card transactions. We have attached our joint marketing piece related to this new service to provide specific details.</p> <p>COSTS</p> <ul style="list-style-type: none"> • There are no additional costs associated with this solution, this is cost savings only. • A new merchant account would be set up by AMG for the Agency at the same pricing over Interchange that Philadelphia is paying with their current merchant services provider. • The savings on "regulated" debit transactions will be passed through directly to the Agency. <p>IMPLEMENTATION</p> <ul style="list-style-type: none"> • Implementation Timeframe – Maximum 10 to 14 business days • Seamless to an Agency – AMG / IPS handles the entire process <p>MY PARKING RECEIPT™ IPS also provides a free service in cities with IPS meters called 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. MyParkingReceipt.com is a convenient website that allows customers to view, download, and print their parking receipts paid at any IPS meter, including payments made with the IPS PARK SMARTER™ mobile payment application. This customer experience enhancement from IPS Group gives greater control and flexibility to customers to manage their parking expenses for personal or business recordkeeping and expense reporting purposes.</p>
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Table 9A: Warranty

Describe in detail your manufacturer warranty program, including conditions and requirements to qualify, claims procedure, and overall structure. You may upload representative samples of your warranty materials (if applicable) in the document upload section of your response in addition to responding to the questions below.

Line Item	Question	Response *
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50	Do your warranties cover all products, parts, and labor?	No – please refer to our standard warranty language for any restrictions or exclusions.	*
51	Do your warranties impose usage restrictions or other limitations that adversely affect coverage?	IPS warranties have standard exceptions for coverage including the following: <ul style="list-style-type: none"> • Onsite labor • Negligence misuse or vandalism • Any other exclusion listed within the warranty 	*
52	Do your warranties cover the expense of technicians' travel time and mileage to perform warranty repairs?	This service is only provided upon request at an additional fee. IPS can offer on-site warranty repair services in any geographic region of the US or Canada.	*
53	Are there any geographic regions of the United States or Canada (as applicable) for which you cannot provide a certified technician to perform warranty repairs? How will Sourcewell participating entities in these regions be provided service for warranty repair?	IPS can offer on-site warranty repair services in any geographic region of the US or Canada based on the fees contained in our agreement.	*
54	Will you cover warranty service for items made by other manufacturers that are part of your proposal, or are these warranties issues typically passed on to the original equipment manufacturer?	Any warranties for third-party items will be passed through and provided to the end customer (if applicable).	*
55	What are your proposed exchange and return programs and policies?	<p>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. Please refer to our RFP response that has been uploaded in Section "Upload Additional Documents".</p> <p>RMA PROCEDURES 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.</p> <p>AS AN ADDITIONAL VALUE ADD, IPS OFFERS OUR CLIENTS COMPLETE RMA MANAGEMENT. THE NEW RMA APP HELPS IMPROVE EFFICIENCY AND PROVIDES ADDITIONAL TRANSPARENCY OF THE RMA PROCESS. CAPABILITIES INCLUDE: <ul style="list-style-type: none"> • Create, manage, and track the status of their RMA from the point of departure, arrival in San Diego, and ultimate return back to the customer via the online portal. • Can be paired with a bar code scanner to quickly and efficiently create an RMA in the system. • Provides a tracking number for Agency's to monitor return status. • Displays warranty status of an Agency's entire parking meter inventory. </p>	*
56	Describe any service contract options for the items included in your proposal.	IPS can provide customized service options and quotations based on the specific scope and requests of individual customers. This could include temporary, regularly scheduled or full-time on-site labor.	*

Table 9B: Performance Standards or Guarantees

Describe in detail your performance standards or guarantees, including conditions and requirements to qualify, claims procedure, and overall structure. You may upload representative samples of your performance materials (if applicable) in the document upload section of your response in addition to responding to the questions below.

Line Item	Question	Response *
57	Describe any performance standards or guarantees that apply to your services	Except for general exclusions below, the following performance standards shall apply: 1. Data Management System (DMS) shall exceed 99% uptime, as measured on a monthly basis by the Contractor's DMS and by the Contractor's 3rd party service. 2. Contractor shall maintain Payment Card Industry Data Security Standard Certification (PCI-DSS Level 1).
58	Describe any service standards or guarantees that apply to your services (policies, metrics, KPIs, etc.)	Please refer to Section "Standard Transaction Document Samples" for our New Client Agreement including Limited Product Warranty.
59	Describe how you will measure cost savings and/or performance improvements with the utilization of your solutions.	Through the IPS Data Management System, an Agency can baseline attributes such as revenue, occupancy, and curbspace turnover. Through the application of new policies, IPS can measure the impact and make recommendations to meet the goals of an Agency.
60	Describe how you use Curb Data Specification (CDS) and how you would further develop these standards in the future.	IPS meters and back-office DMS are fully capable of providing and acting as the resource for paid and non-paid parking inventory. IPS geo-locates and maps all meter inventory by an Agency and can capture and ingest non-paid space or third-party GIS data and a map to digitally map the curb space. Continued development in measuring paid parking and improvement of analytic tools, will further what IPS can provide in future CDS spaces.
61	Describe your experience with Mobility Data Specification (MDS), as well as how you use MDS to help improve agencies' transportation systems.	The IPS Aggregator and Analytics platform provides a hub and dashboard for Agencies to pull in third-party mobility data – even beyond strictly parking. Through standard APIs, IPS can be a tool for an Agency to oversee its mobility networks and transportation systems. IPS understands the changing parking and mobility landscapes that cities are incurring and wants to grow with the ever-evolving landscape of downtowns.

Table 10: Payment Terms and Financing Options

Line Item	Question	Response *
62	Describe your payment terms and accepted payment methods.	Net 30 on receipt of invoice.
63	Describe any leasing or financing options available for use by educational or governmental entities.	IPS can offer both leases, rentals, and revenue share agreements. The specific rates will be unique to each client based on scope of service and quantities.
64	Describe any standard transaction documents that you propose to use in connection with an awarded contract (order forms, terms and conditions, service level agreements, etc.). Upload a sample of each (as applicable) in the document upload section of your response.	Please refer to Section "Standard Transaction Document Samples" for our Service License Agreements and IPS New Customer Agreement.
65	Do you accept the P-card procurement and payment process? If so, is there any additional cost to Sourcwell participating entities for using this process?	IPS does not currently accept P-card for large payments but can accept for smaller payments. Any addition costs for using this vs paying via traditional methods would be passed on to the clients.

Table 11: Pricing and Delivery

Provide detailed pricing information in the questions that follow below. Keep in mind that reasonable price and product adjustments can be made during the term of an awarded Contract as described in the RFP, the template Contract, and the Sourcwell Price and Product Change Request Form.

Line Item	Question	Response *
66	Describe your pricing model (e.g., line-item discounts or product-category discounts). Provide detailed pricing data (including standard or list pricing and the Sourcwell discounted price) on all of the items that you want Sourcwell to consider as part of your RFP response. If applicable, provide a SKU for each item in your proposal. Upload your pricing materials (if applicable) in the document upload section of your response.	IPS will provide our line-item pricing inclusive of the discounts offered for our national cooperative contracting partners. The pricing provided does not include any applicable sales tax. Please refer to our pricing materials for complete details.
67	Quantify the pricing discount represented by the pricing proposal in this response. For example, if the pricing in your response represents a percentage discount from MSRP or list, state the percentage or percentage range.	IPS will provide our line-item pricing inclusive of the discounts offered for our national cooperative contracting partners. Please refer to our pricing materials for complete details.
68	Describe any quantity or volume discounts or rebate programs that you offer.	IPS is providing item pricing which is already inclusive of quantity or discounts. Please refer to the Pricing Document uploaded in the Documents section.
69	Propose a method of facilitating "sourced" products or related services, which may be referred to as "open market" items or "nonstandard options". For example, you may supply such items "at cost" or "at cost plus a percentage," or you may supply a quote for each such request.	IPS can source and quote sourced items as requested by our clients upon request. This is a standard service that we provide to clients today and will vary based on scope and volume.
70	Identify any element of the total cost of acquisition that is NOT included in the pricing submitted with your response. This includes all additional charges associated with a purchase that are not directly identified as freight or shipping charges. For example, list costs for items like pre-delivery inspection, installation, set up, mandatory training, or initial inspection. Identify any parties that impose such costs and their relationship to the Proposer.	All IPS costs are included in the documents provided. The pricing provided does not include any applicable sales tax or merchant account services. Pricing also does not include additional travel electrical, concrete, or civil works.
71	If freight, delivery, or shipping is an additional cost to the Sourcwell participating entity, describe in detail the complete freight, shipping, and delivery program.	Freight will be calculated and added to final invoices based on ground freight service. Cost will depend on sizes, weights, and volume, and ship to location. Freight will be quoted at the time of the order.
72	Specifically describe freight, shipping, and delivery terms or programs available for Alaska, Hawaii, Canada, or any offshore delivery.	Freight will be calculated and added to final invoices based on ground freight service. Cost will depend on sizes, weights, and volume, and ship to location. Freight will be quoted at the time of the order.
73	Describe any unique distribution and/or delivery methods or options offered in your proposal.	None – IPS ships directly from our headquarters in San Diego, CA.

Table 12: Pricing Offered

Line Item	The Pricing Offered in this Proposal is: *	Comments
74	b. the same as the Proposer typically offers to GPOs, cooperative procurement organizations, or state purchasing departments.	Please refer to the Pricing Document uploaded in the Documents section.

Table 13: Audit and Administrative Fee

Line Item	Question	Response *
75	Specifically describe any self-audit process or program that you plan to employ to verify compliance with your proposed Contract with Sourcewell. This process includes ensuring that Sourcewell participating entities obtain the proper pricing, that the Vendor reports all sales under the Contract each quarter, and that the Vendor remits the proper administrative fee to Sourcewell. Provide sufficient detail to support your ability to report quarterly sales to Sourcewell as described in the Contract template.	Sourcewell clients will have their specific pricing profile loaded to automatically ensure that they are receiving the correct contract pricing. These clients shall also be categorized as Sourcewell clients to run quarterly reports for the payment of fees to Sourcewell. IPS provides this service today to several cooperative contracting services and is well acquainted with the administrative processes required to comply with quarterly reporting and payments.
76	If you are awarded a contract, provide a few examples of internal metrics that will be tracked to measure whether you are having success with the contract.	IPS tracks quarterly sales today for all cooperative contracting partners. Sales volume is the best measure of the success of the contract.
77	Identify a proposed administrative fee that you will pay to Sourcewell for facilitating, managing, and promoting the Sourcewell Contract in the event that you are awarded a Contract. This fee is typically calculated as a percentage of Vendor's sales under the Contract or as a per-unit fee; it is not a line-item addition to the Member's cost of goods. (See the RFP and template Contract for additional details.)	IPS proposes a 1.5% administrative fee for all bookings for the Sourcewell contract.

Table 14A: Depth and Breadth of Offered Equipment Products and Services

Line Item	Question	Response *
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78	Provide a detailed description of the equipment, products, and services that you are offering in your proposal.	<p>M5™ Single-Space Smart Parking Meter: The patented M5™ retrofits into existing parking meter housings to maximize infrastructure and is fully operational in seconds. The industry-leading single-space smart meter, the M5 offers multiple payment options including coins, credit/debit card, optional NFC/contactless payment (such as Apple Pay® and Google Pay®), smart card, and tokens. It runs on energy-efficient solar technology and gives Cities and other Agencies the analytical power of the IPS Data Management System with Advanced Analytics.</p> <p>M7™ Single-Space Smart Parking Meter: The latest model of the IPS Single-Space Parking Meter, the M7™ offers all the features of the IPS flagship M5™ but has expanded to offer additional features like a larger high-resolution color display, multi-color tri-LED visual indicators, and is built to withstand extreme heat to ensure the greatest reliability for Communities that experience very high temperatures. The M7™, like its predecessors, retrofits into existing parking meter housings to maximize infrastructure and is fully operational in seconds. IPS meters provide regions with a simple and consistent parking experience that is more cost-effective, customer-friendly, and reliable than alternatives. The M7™ offers multiple payment options including coins, credit/debit card, NFC/contactless payment (Apple Pay® and Google Pay®); access to real-time data; solar power technology; and a comprehensive web-based meter management system.</p> <p>Vehicle Detection Sensors: IPS Dome Mount Sensors detect the presence and absence of a vehicle in a parking space while recording arrival and departure times. Dome Mount Sensors are configurable to any parking environment for installation within minutes with minimal tools or manpower – no need for invasive concrete work to install or maintain. 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. Fully integrated with the IPS Smart Parking Platform, IPS sensors can help increase revenue by an average of 25%–50%.</p> <p>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. With pay-by-space, pay-and-display, pay-by-plate models, and modular parts, the MS3™ is a true, future-proof design. It runs on energy-efficient solar technology and gives your city the analytical power of the IPS Data Management System with Advanced Analytics.</p> <p>NFC Contactless Upgrade: A “tap-to-pay” technology for a faster and more convenient payment process. Data Management System (DMS) with Advanced Analytics: Our newly updated DMS with Advanced Analytics is a secure web-based application that allows parking professionals to manage an entire parking network with ease. It provides a comprehensive set of financial, technical, and administrative reporting features paired with remote meter configuration, allowing managers to seamlessly integrate parking meters with Vehicle Detection Sensors, pay-by-cell capability, Enforcement and Permitting, and other smart applications. Built for the future of Big Data, the DMS with Advanced Analytics will better support Cities and other Agencies' businesses and enable strategic, data-driven decisions.</p> <p>PARK SMARTER™ app: The IPS PARK SMARTER™ mobile phone app is a free, convenient tool: It sends expiration alerts and lets patrons pay for additional time to prevent fines. For sensor-enabled parking systems, it also allows wayfinding, alerting patrons to available open spaces. PARK SMARTER™ is fully integrated with the IPS Enforcement system and does not require PEO's to check a backend system for adherence.</p> <p>Curbside Reservations System – Digital Meter Bagging for streamline operations to optimize curb space allocation unlocking the potential to increase revenue.</p> <p>Parking Management System Aggregator - As Smart Parking technology becomes more complex and generates even more data, we strive to help you reduce the time and challenges that come with the territory of working day-to-day in several systems by unifying all your data sources into one powerful back end. Whether it's aggregating data from all the IPS Smart Parking solutions or ANY third-party parking supplier, the IPS Data Management System can serve as your centralized parking management hub that gives the full picture in one easy-to-use platform. With 360-degree parking management capabilities, Agencies can infuse intelligence into every decision, extracting the maximum value from your data.</p> <p>Please refer to the Uploaded Additional Documents section.</p>
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79	Within this RFP category there may be subcategories of solutions. List subcategory titles that best describe your products and services.	<p>SUBCATEGORY SOLUTIONS AND SERVICES</p> <p>Listed below are proposed IPS solutions by category and subcategory:</p> <p>PARKING METERS</p> <ul style="list-style-type: none"> M5™ Single-Space Smart Parking Meters Vehicle Detection Sensors MS3™ Multi-Space Pay Station <p>OTHER RELATED PARKING PRODUCTS</p> <ul style="list-style-type: none"> NFC Contactless Upgrade Curbside Reservation System Parking Management System Aggregator <p>PERMIT MANAGEMENT SOLUTION</p> <ul style="list-style-type: none"> Permit Management System <p>MOBILE PAYMENT</p> <ul style="list-style-type: none"> PARK SMARTER™ app <p>OTHER RELATED SERVICES</p> <ul style="list-style-type: none"> IPS Marketing Services My Parking Receipt AMG Payment Processing
80	Describe your products and capabilities in regard to integration, such as: Improving integration of systems and promotion of connectivity of infrastructure, connected vehicles, pedestrians, bicyclists, and the broader traveling public.	For integration requirements with any vendor, IPS has proven capabilities. IPS team of software engineers has created a rapid development process. This allows IPS to deliver accurate integrations with third-party application programming interfaces (APIs) in record time. It also allows IPS to educate and guide Agencies in creating open and secure software systems. Using this technology foundation, we have created a solution that is quick, easy, and seamless, allowing for integration with an unlimited number of platforms.
81	Describe how you will promote public and private sharing of data for the use of open platforms, open data formats, technology-neutral requirements, and interoperability, while ensuring cybersecurity, technology standards, and protection of individual privacy.	IPS Group has in place a set of privacy-related policies in compliance with regulatory frameworks such as GDPR, PCI-DSS. It has implemented policies and procedures for receiving, evaluating, managing, and responding to requests for access to or deletion of personal information and other individual rights globally. IPS Group does not sell any personal information and scrutinizes activities that may be considered a “sale” of personal information. Third-party advertisers and other organizations may use their own cookies to collect information about an individual's online activities in order to provide customized advertisements; however, in compliance with the California Consumer Privacy Act (CCPA), for example, any individual may opt out of this data sharing through third party cookies through a readily accessible Individual Rights Form on the IPS Group website. IPS Group has formed a privacy steering committee and appointed appropriate data stewards to shepherd its data privacy program. For our full Privacy Statement, please visit: http://www.ipsgroupinc.com/privacy-statement/ .

Table 14B: Depth and Breadth of Offered Equipment Products and Services

Indicate below if the listed types or classes of equipment, products, and services are offered within your proposal. Provide additional comments in the text box provided, as necessary.

Line Item	Category or Type	Offered *	Comments
82	Digitization of inventory and regulations, including creation of sector or citywide digital curb.	<input checked="" type="radio"/> Yes <input type="radio"/> No	IPS currently maps and geo-locates all of its paid parking meters or pay stations with its customer base. These locations are then visible interactively through the Data Management System (DMS) back-office. Additionally, IPS is able to digitize additional curb inventory, and map assets as needed, including API data integration with third parties as needed.

83	Sensors and cameras, including installation services.	<input checked="" type="radio"/> Yes <input type="radio"/> No	<p>IPS Vehicle Detection Sensors offer unmatched accuracy through capable high-precision detection in a single space environment. IPS Stereoscopic Sensors detect both vacancy and occupancy to increase the overall confidence of detections. Compared to other sensor products on the market, IPS Stereoscopic Sensors offer the highest accuracy, a longer battery life, greater auditing functions, and simple installation and maintenance.</p> <p>KEY BENEFITS INCLUDE:</p> <p>Maximize Data Accuracy and Audit Function: Stereoscopic Sensor and magnetometer capture different images, sensing perspectives, and 3D coordinates</p> <p>Discover Parking Trends: Access real-time and historical occupancy data; enable demand-based and progressive rate structures; optimize enforcement</p> <p>Generate More Revenue: Meter reset feature resets to zero time (or a few minutes remaining) when a vehicle leaves a space, new arrivals pay for their entire stay</p> <p>Offer Courtesy Time: Promotes greater public acceptance of the smart meters</p> <p>Promote Space Turnover: Optional anti-meter feeding feature regulates accessibility</p> <p>Install in Minutes: Non-intrusive dome or pole mount requires no concrete work</p> <p>Flexible Options: Available in Dome Mount (1) and Pole Mount (2) sensor models</p>
84	<p>Issue application programming interfaces (APIs) and build services around them:</p> <ul style="list-style-type: none"> i. Historical and/or real-time monitoring and performance reporting; ii. Curb availability (parking, loading, etc.), reservations, and driving directions; iii. Predictive modeling. 	<input checked="" type="radio"/> Yes <input type="radio"/> No	<p>IPS sensors provide real-time and historical occupancy data and associated reporting capabilities. Additionally, via the IPS PARK SMARTER™ mobile application or third-party API, IPS can provide real-time curb availability on paid and unpaid spaces – as well as directions to available spaces.</p> <p>IPS Data Analytics and Aggregation tools provide Agencies the ability to perform predictive modeling and what-if-scenarios, to help cities enable demand-based and progressive rate structures.</p>
85	<p>Data, software, and hardware implementation, integration, and management;</p> <ul style="list-style-type: none"> i. Internal and external integration; ii. Integration of old data and collection of new data; iii. Data warehousing. 	<input checked="" type="radio"/> Yes <input type="radio"/> No	<p>IPS currently operates both internal and external integrations – internally with its own lines of service including mobile, enforcement, sensors, and permitting. External third-party integrations include mobile and fixed-LPR, mobile, enforcement, permitting, and other meter data. Additionally, IPS has multiple integrations with third-party data warehouses for pushing and pulling</p>

revenue and transactional data as well as pricing and rate structures for different agency meter systems. These are services that IPS has provided and participated in for more than ten years.

SAMPLE INTEGRATIONS INCLUDE:

- PeopleSoft
- TouchNet
- Elavon
- CashNet
- Tyler Systems
- Tiburon RMS
- JEMS Judicial Data Management
- PCS Mobile (Genetec AutoVU)

LPR

- Route 1 LPR
- Vigilant LPR
- National Law Enforcement Telecommunications System (Nlets)
- CA Department of Motor Vehicles
- Quickbooks
- Paylock

Several in-house cashiering and billing management systems

CURB MANAGEMENT PARTNERS

IPS partners with many subcontractors for third-party integrations with our Curbside Reservation System to enhance the parking experience to achieve better ROI.

Turnstone: Turnstone's occupancy model provides automatic insights into what's happening across your city at all times, giving you continuous occupancy data, you need to evaluate and adapt your parking strategy more often and make crucial decisions, including rate changes, in days rather than months.

Cleverciti: as a smart city mobility solution partner, Cleverciti seeks to help organizations reduce traffic and emissions, and increase revenue while allowing drivers to enjoy a smooth, stress-free parking experience. With more people ordering online and using ride-hailing services, managing the curb is becoming increasingly important. Delivery trucks as well as pick-up/drop-off activities block streets, cause congestion, and create traffic hazards. Effectively managing delivery and loading zones can solve this issue while also providing a valuable source of income for the city.

Populus: empowers cities to digitally manage their curbs and streets to deliver a safer, more equitable, sustainable transportation future. Populous Curb Manager is a purpose-built solution for cities to measure demand, digitize parking regulations, and actively manage their curbs as the future of mobility evolves.

Smarking Inc.: Smarking helps parking professionals increase revenue, curb expenses, and make their operations more efficient through automation and real-time data. Smarking has enabled revenue increases at 2,000+ parking locations across North America.

86	Digitized permit systems, including dynamic pricing.	<input checked="" type="radio"/> Yes <input type="radio"/> No	Digital permits are acquired online and are user-friendly and convenient allowing for dynamic pricing. Digital permitting allows for the use of "guided enforcement", sending the officer directly to where they need to be when they need to be there by way of an LPR-equipped vehicle and/or device. An LPR-equipped device, using real-time connectivity, will feed applicable data to the enforcement officer to be used for verification, analysis, and violation notification as the license plates are captured during the patrol route.
87	921 technology with scalability.	<input type="radio"/> Yes <input checked="" type="radio"/> No	IPS will not be offering this technology.
88	Intelligent transportation systems, such as transit signal priority, transportation system controllers, and digital signage.	<input type="radio"/> Yes <input checked="" type="radio"/> No	IPS will not be offering this technology.

Exceptions to Terms, Conditions, or Specifications Form

Only those Proposer Exceptions to Terms, Conditions, or Specifications that have been accepted by Sourcewell have been incorporated into the contract text.

Documents

Ensure your submission document(s) conforms to the following:

1. Documents in PDF format are preferred. Documents in Word, Excel, or compatible formats may also be provided.
2. Documents should NOT have a security password, as Sourcewell may not be able to open the file. It is your sole responsibility to ensure that the uploaded document(s) are not either defective, corrupted or blank and that the documents can be opened and viewed by Sourcewell.
3. Sourcewell may reject any response where any document(s) cannot be opened and viewed by Sourcewell.
4. If you need to upload more than one (1) document for a single item, you should combine the documents into one zipped file. If the zipped file contains more than one (1) document, ensure each document is named, in relation to the submission format item responding to. For example, if responding to the Marketing Plan category save the document as "Marketing Plan."

- [Pricing](#) - Pricing.pdf - Saturday December 02, 2023 15:58:11
- [Financial Strength and Stability](#) - Financial Strength and Stability.pdf - Thursday November 30, 2023 19:34:54
- [Marketing Plan/Samples](#) - Marketing Plan_Samples_Upload.pdf - Saturday December 02, 2023 15:25:09
- [WMBE/MBE/SBE or Related Certificates](#) - WMBE_MBE_SBE or Related Certificates.pdf - Thursday November 30, 2023 19:35:25
- [Warranty Information](#) - Warranty Information.pdf - Saturday December 02, 2023 15:36:17
- [Standard Transaction Document Samples](#) - Standard Transactions Document Samples.pdf - Saturday December 02, 2023 15:38:04
- [Requested Exceptions](#) - Requested Exceptions.pdf - Thursday November 30, 2023 19:36:24
- [Upload Additional Document](#) - RFP #120423_RFP Curb Management Technologies with Related Services - FINAL.pdf - Monday December 04, 2023 16:15:26

Addenda, Terms and Conditions

PROPOSER AFFIDAVIT AND ASSURANCE OF COMPLIANCE

I certify that I am the authorized representative of the Proposer submitting the foregoing Proposal with the legal authority to bind the Proposer to this Affidavit and Assurance of Compliance:

1. The Proposer is submitting this Proposal under its full and complete legal name, and the Proposer legally exists in good standing in the jurisdiction of its residence.
2. The Proposer warrants that the information provided in this Proposal is true, correct, and reliable for purposes of evaluation for contract award.
3. The Proposer, including any person assisting with the creation of this Proposal, has arrived at this Proposal independently and the Proposal has been created without colluding with any other person, company, or parties that have or will submit a proposal under this solicitation; and the Proposal has in all respects been created fairly without any fraud or dishonesty. The Proposer has not directly or indirectly entered into any agreement or arrangement with any person or business in an effort to influence any part of this solicitation or operations of a resulting contract; and the Proposer has not taken any action in restraint of free trade or competitiveness in connection with this solicitation. Additionally, if Proposer has worked with a consultant on the Proposal, the consultant (an individual or a company) has not assisted any other entity that has submitted or will submit a proposal for this solicitation.
4. To the best of its knowledge and belief, and except as otherwise disclosed in the Proposal, there are no relevant facts or circumstances which could give rise to an organizational conflict of interest. An organizational conflict of interest exists when a vendor has an unfair competitive advantage or the vendor's objectivity in performing the contract is, or might be, impaired.
5. The contents of the Proposal have not been communicated by the Proposer or its employees or agents to any person not an employee or legally authorized agent of the Proposer and will not be communicated to any such persons prior to Due Date of this solicitation.
6. If awarded a contract, the Proposer will provide to Sourcewell Participating Entities the equipment, products, and services in accordance with the terms, conditions, and scope of a resulting contract.
7. The Proposer possesses, or will possess before delivering any equipment, products, or services, all applicable licenses or certifications necessary to deliver such equipment, products, or services under any resulting contract.
8. The Proposer agrees to deliver equipment, products, and services through valid contracts, purchase orders, or means that are acceptable to Sourcewell Members. Unless otherwise agreed to, the Proposer must provide only new and first-quality products and related services to Sourcewell Members under an awarded Contract.
9. The Proposer will comply with all applicable provisions of federal, state, and local laws, regulations, rules, and orders.
10. The Proposer understands that Sourcewell will reject RFP proposals that are marked "confidential" (or "nonpublic," etc.), either substantially or in their entirety. Under Minnesota Statutes Section 13.591, subdivision 4, all proposals are considered nonpublic data until the evaluation is complete and a Contract is awarded. At that point, proposals become public data. Minnesota Statutes Section 13.37 permits only certain narrowly defined data to be considered a "trade secret," and thus nonpublic data under Minnesota's Data Practices Act.
11. Proposer its employees, agents, and subcontractors are not:
 1. Included on the "Specially Designated Nationals and Blocked Persons" list maintained by the Office of Foreign Assets Control of the United States Department of the Treasury found at: <https://www.treasury.gov/ofac/downloads/sdnlist.pdf>;
 2. Included on the government-wide exclusions lists in the United States System for Award Management found at: <https://sam.gov/SAM/>; or
 3. Presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from programs operated

by the State of Minnesota; the United States federal government or the Canadian government, as applicable; or any Participating Entity. Vendor certifies and warrants that neither it nor its principals have been convicted of a criminal offense related to the subject matter of this solicitation.

By checking this box I acknowledge that I am bound by the terms of the Proposer's Affidavit, have the legal authority to submit this Proposal on behalf of the Proposer, and that this electronic acknowledgment has the same legal effect, validity, and enforceability as if I had hand signed the Proposal. This signature will not be denied such legal effect, validity, or enforceability solely because an electronic signature or electronic record was used in its formation. - Chad Randall, Chief Executive Officer, IPS Group, Inc.

The Proposer declares that there is an actual or potential Conflict of Interest relating to the preparation of its submission, and/or the Proposer foresees an actual or potential Conflict of Interest in performing the contractual obligations contemplated in the bid.

Yes No

The Bidder acknowledges and agrees that the addendum/addenda below form part of the Bid Document.

Check the box in the column "I have reviewed this addendum" below to acknowledge each of the addenda.

File Name	I have reviewed the below addendum and attachments (if applicable)	Pages
Addendum_9_Curb_Management_Technologies_RFP_120423 Wed November 22 2023 09:20 AM	<input checked="" type="checkbox"/>	3
Addendum_8_Curb_Management_Technologies_RFP_120423 Tue November 21 2023 04:42 PM	<input checked="" type="checkbox"/>	2
Addendum_7_Curb_Management_Technologies_RFP_120423 Mon November 20 2023 04:39 PM	<input checked="" type="checkbox"/>	5
Addendum_6_Curb_Management_Technologies_RFP_120423 Tue November 14 2023 04:30 PM	<input checked="" type="checkbox"/>	2
Addendum_5_Curb_Management_Technologies_RFP_120423 Fri November 10 2023 04:30 PM	<input checked="" type="checkbox"/>	1
Addendum_4_Curb_Management_Technologies_RFP_120423 Wed November 8 2023 04:04 PM	<input checked="" type="checkbox"/>	1
Addendum_3_Curb_Management_Technologies_RFP_120423 Mon October 30 2023 03:54 PM	<input checked="" type="checkbox"/>	3
Addendum_2_Curb_Management_Technologies_RFP_120423 Fri October 27 2023 02:12 PM	<input checked="" type="checkbox"/>	1
Addendum_1_Curb_Management_Technologies_RFP_120423 Fri October 20 2023 04:21 PM	<input checked="" type="checkbox"/>	2