

**AGREEMENT
FOR
PARKING EQUIPMENT AND PAY STATION SERVICES**

This Agreement ("Agreement") is effective as of the date of the last authorizing signature affixed hereto. The parties ("Parties") to this Agreement are the City of Olympia, a Washington municipal corporation ("City"), and IPS Group, Inc. a Pennsylvania corporation ("Contractor").

A. The City and Contractor desire to enter into this Agreement for the purchase of parking equipment and services to be delivered in accordance with the Contractor's response to the City's request for proposals for Credit Card Capable Parking Meters and associated services; and

B. The Contractor agrees that Contractor's personnel have the requisite skills, abilities, and experience necessary to provide such equipment and services.

NOW, THEREFORE, the Parties agree as follows:

1. Parking Equipment, Training, and Services.

Contractor agrees to diligently provide the equipment, and undertake, perform, and complete the services as outlined in **Exhibit "A,"** attached hereto and incorporated by this reference, and as further outlined in this Agreement under Section 4.1, (which includes additional equipment not outlined in Exhibit "A"), all referenced hereinafter as "Goods and Services". The City agrees to make available to Contractor any and all currently existing City documents, data or information required for the implementation and ongoing performance of the contracted services. Failure of the City to provide such information in a timely fashion shall not result in any default on the part of Contractor.

Additionally:

1.1. City may, from time to time, wish to implement available upgrades in meter hardware and software. Additional hardware costs will be paid by the City as provided for in a quote by Contractor separate from or by mutual written amendment to this Agreement. The City maintains the sole authority to determine when and where such upgrades will be implemented.

1.2. Contractor will make any publically available software upgrades at no additional charge to the City. However, any data costs associated with downloading such software upgrades to parking meters will apply. Additional charges may apply for new or additional services provided by Contractor that are not contemplated by this Agreement. Additional charges may apply for new software that requires new or upgraded hardware.

2. Term.

2.1 The term of this Agreement shall commence upon the effective date of this Agreement and shall continue for a period of five years ("Term"), unless otherwise terminated as provided herein. This Agreement may be extended for additional periods of time upon the mutual written agreement of the City and the Contractor.

2.2. Option to Extend. City has the option, in its sole and absolute discretion to extend the term of this Agreement for an additional three-year period. City will notify Contractor of its intention to exercise the option to extend this Agreement at least 90 days prior to the end of the initial term.

2.3. Price Escalation. Pricing for the initial term shall remain fixed, however, Contractor shall have the right to implement a one-time pricing adjustment during any contract extension due to increases in Inflation as published by the US Bureau of Labor Statistics for the All Items Consumer Price Index for All Urban Consumers (CPI-U) for the U.S. City Average using the standard reference base.

3. Event of Default, Termination, and Dispute Resolution.

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

3.2. Upon termination, the City is liable only for all outstanding payments required by the terms of this Agreement for Goods and Services received and accepted by the City at that point in time.

3.3. If a dispute arises out of or relates to the Contract, or the breach thereof, the parties agree to negotiate prior to prosecuting a suit for damages. However, this section does not prohibit the filing of a lawsuit to toll the running of a statute of limitations or to seek injunctive relief. Either party may make a written request for a meeting between representatives of each party within ten (10) business days after receipt of the request or such later period as agreed by the parties. Each party shall include, at a minimum, one (1) senior level individual with decision-making authority regarding the dispute. The purpose of this and any subsequent meeting is to attempt in good faith to negotiate a resolution of the dispute.

4. Compensation.

4.1 Total Compensation. In consideration for the Contractor providing the Goods and Services detailed below, and as outlined in **Exhibit "A,"** the City agrees to pay the Contractor an amount not to exceed Three Hundred Ninety-Four Thousand One Hundred Sixty Six and 86/100 Dollars (\$394,166.86). A contingency amount is included in that total, to be used at the discretion of the City, in the event the City wishes to increase the number of meters being serviced or the number of credit card transactions.

EQUIPMENT:

Description	Number	Cost/Credit per Item	Total
Credit Card Enabled Single Space Meter Mechanism (includes 12 month warranty, RFID tag, meter top, FOB customer location)	330	\$475.00	\$156,750.00
Installation, Training, and Commissioning	330	\$10.00	\$3,300.00
Yokes*	138	\$38.00	\$5,244.00
Duncan Model 90 Style Single-Space Refurbished Meter Housing (or equivalent) (FOB customer location, Standard locks, sealed coin canister with 12 month warranty, and keys)	330	\$195.00	\$64,350.00
Security Sleeves*	208	\$110.00	\$22,880.00
Estimated Shipping (Meters, Housings, Yokes, Sleeves)			\$2,821.23
Tax at 8.8%			\$22,470.38
Multi-Space Meter Removal Credit	50	\$1,250.00	(-\$62,500.00)
Total Equipment Costs:			\$215,315.61

*Additional Equipment not originally a part of the RFP response.

STANDARD ONGOING IPS DATA AND MANAGEMENT SYSTEM FEES:

Cost per month per space		Per Year Estimate	Five Year Estimate
Management System License Fee & Base Wireless Data Fee* for 310 meters	\$5.75 per meter/month	\$21,390.00	\$106,950.00
Secure Credit Card Gateway Fee (per transaction) estimated @ 102,925 transactions/ year	\$0.13 per card transaction	\$13,380.25	\$66,901.25
Contingency Amount			\$5,000.00
Total Fee Estimate for Five Years			\$178,851.25

4.2 Payment. Payment by the City for the Goods and Services will only be made after the Services have been received/performed, a voucher or invoice is submitted in the form specified by the City, which invoice shall specifically describe the Equipment and/or Services performed, along with the costs for such equipment and services, and the same is approved by the appropriate City representative. Payment shall be made on a monthly basis, thirty (30) days after receipt of such voucher or invoice. City agrees to promptly notify Contractor in writing of any dispute with any invoice, and that invoices for which no such notification is made within ten (10) business days shall be deemed accepted by the City.

4.3 Contractor Responsible for Remitting Taxes. The Contractor shall be solely responsible for remitting payment of any taxes imposed by any lawful jurisdiction as a result of the performance and payment of this Agreement.

5. Parking Meter Equipment Delivery and Installation.

5.1. Contractor shall deliver new, fully-tested parking meter equipment. No used or previously owned parking meter equipment will be allowed unless previously agreed to and accepted by the City in writing.

5.2. Coordinated installation of all parking meter equipment will take place according to a pre-defined deployment plan created by City and Contractor. The City will provide a detailed deployment database in an electronic format that will also include rates, time limits, hours, and restrictions for each meter.

5.3. City staff, in conjunction with Contractor's staff, will inspect parking meter equipment following installation to ensure proper installation and operation. Acceptance shall take place at the time of installation, unless the City provides the Contractor with notification of a dispute within ten (10) business days of installation.

6. Use of Parking Meter Equipment.

6.1. City agrees to use the parking meter equipment in the proper manner and shall comply with and conform to all national, state, and local laws and regulations in any way relating to the possession, use or maintenance of the equipment, including meter mechanisms, poles, and meter housings.

6.2. City, at its own cost and expense, shall keep the equipment in good repair, condition and working order. The City will also notify Contractor of any need for warranty repair work and will coordinate the return process with Contractor.

7. Warranty.

7.1 The Contractor warrants that it has the requisite training, skill and experience

necessary to provide the Goods and Services and is appropriately accredited and licensed by all applicable agencies and governmental entities, including but not limited to being registered to do business in the City of Olympia by obtaining a City of Olympia business license.

7.2 Contractor shall provide a full 12-month warranty on all equipment as described in **Exhibit A**, Contractor Limited Warranty, on all installed equipment. The City has chosen not to purchase the extended warranty.

8. Independent Contractor/Conflict of Interest.

It is the intention and understanding of the Parties that the Contractor is an independent contractor and that the City shall be neither liable nor obligated to pay Contractor sick leave, vacation pay or any other benefit of employment, nor to pay any social security or other tax which may arise as an incident of employment. The Contractor shall pay all income and other taxes due. Industrial or any other insurance that is purchased for the benefit of the City, regardless of whether such may provide a secondary or incidental benefit to the Contractor, shall not be deemed to convert this Agreement to an employment contract. It is recognized that Contractor may be performing professional services during the Term for other parties; provided, however, that such performance of other services shall not conflict with or interfere with Contractor's ability to perform its responsibilities under this Agreement. Contractor agrees to resolve any such conflicts of interest in favor of the City.

9. Indemnification.

9.1 Contractor Indemnification. The Contractor agrees to indemnify, defend and hold the City, its elected officials, officers, employees, and agents harmless from any and all claims, demands, losses, actions and liabilities (including costs and all attorney fees) to or by any and all persons or entities, including, without limitation, their respective agents, licensees, or representatives, arising from, resulting from, or connected with this Agreement to the extent caused by the negligent acts, errors or omissions of the Contractor, its partners, shareholders, agents, employees, or by the Contractor's breach of this Agreement.

Contractor expressly waives any immunity that may be granted to it under the Washington State Industrial Insurance Act, Title 51 RCW solely for the purpose of this indemnification. Further, Contractor's indemnification shall not be limited in any way by any limitation on the amount of damages, compensation or benefits payable to or by any third party under workers' compensation acts, disability benefit acts or any other benefits acts or programs, and the indemnification and agreement to defend and hold harmless contained herein expressly includes any and all claims by employees, subcontractors, and assignees of Contractor or for which Contractor would otherwise have immunity under the Worker's Compensation Act or any similar law in the absence of Contractor's waiver of such immunity herein. By executing the Contract, the Contractor acknowledges that the foregoing waiver has been mutually negotiated by the parties.

9.2 City Indemnification. The City agrees to indemnify, defend and hold the

Contractor, its officers, directors, shareholders, partners, employees, and agents harmless from any and all claims, demands, losses, actions and liabilities (including costs and attorney fees) to or by any and all persons or entities, including without limitation, their respective agents, licensees, or representatives, arising from, resulting from or connected with this Agreement to the extent solely caused by the negligent acts, errors, or omissions of the City, its employees or agents.

9.3 Survival. The provisions of this Section shall survive the expiration or termination of this Agreement with respect to any event occurring prior to such expiration or termination.

10. Equal Opportunity Employer.

10.1. In all Contractor services, programs or activities, and all Contractor hiring and employment made possible by or resulting from this Agreement, there shall be no unlawful discrimination by Contractor or by Contractor's employees, agents, subcontractors or representatives against any person because of any status protected by law including but not limited to sex, age (except minimum age and retirement provisions), race, color, creed, national origin, marital status, veteran status, sexual orientation or the presence of any disability, including sensory, mental or physical handicaps; provided, however, that the prohibition against discrimination in employment because of disability shall not apply if the particular disability prevents the performance of the essential functions required of the position. This requirement shall apply, but not be limited to the following: employment, advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. Contractor shall not violate any of the terms of Chapter 49.60 RCW, Title VII of the Civil Rights Act of 1964, the Americans With Disabilities Act, Section 504 of the Rehabilitation Act of 1973 or any other applicable federal, state or local law or regulation regarding non-discrimination. Any material violation of this provision shall be grounds for termination of this Agreement by the City and, in the case of the Contractor's breach, may result in ineligibility for further City agreements.

10.2. In the event of Contractor's noncompliance or refusal to comply with the above nondiscrimination plan, this Contract may be rescinded, canceled, or terminated in whole or in part, and the Contractor may be declared ineligible for further contracts with the City. The Contractor, shall, however, be given a reasonable time in which to correct this noncompliance.

10.3. To assist the City in determining compliance with the foregoing nondiscrimination requirements, Contractor must complete and return the *Statement of Compliance with Non-Discrimination* attached as **Exhibit B**. Contractor has also executed the attached *Equal Benefits Declaration* - **Exhibit C**.

11. Insurance.

The Contractor shall carry, as a minimum, the following insurance in such forms and with a carrier rated A.M. Best "A:VII":

11.1 Workers' Compensation. Workers' compensation and employer's liability insurance in amounts sufficient pursuant to the laws of the State of Washington;

11.2 Commercial General Liability Insurance. Commercial general liability insurance with limits of liability not less than \$1,000,000 per occurrence, and \$2,000,000 in the general aggregate, for bodily injury, including personal injury or death, products liability and property damage. The commercial general liability insurance shall also include the following coverages:

- A. Products and Completed Operations Liability;
- B. Automobile Liability, including coverage for owned, non-owned, leased, or hired vehicles;
- C. Stop Gap or Employers Contingent Liability.

11.3 Automobile Liability Insurance. Automobile liability insurance with a combined single limit of liability not less than \$1,000,000 for bodily injury (including personal injury or death) and property damage.

11.4 Professional Liability Insurance. Professional liability insurance with limits of liability not less than \$1,000,000 per claim and \$1,000,000 policy aggregate limits, for damages sustained by reason of or in the course of operation under this Agreement, whether occurring by reason of acts, errors or omissions of the Contractor.

11.5 Certificates of Insurance. The City shall be named as additional insured on all such insurance policies, with the exception of professional liability and workers' compensation coverage(s). The insurance provided to the additional insured shall be primary. Contractor shall provide certificates of insurance and an Additional Insured endorsement, concurrent with the execution of this Agreement, evidencing such coverage and, at City's request, furnish the City with copies of all insurance policies and with evidence of payment of premiums or fees of such policies. All insurance policies shall contain a clause of endorsement providing that they may not be terminated or materially amended during the Term of this Agreement, except after thirty (30) days prior written notice to the City. If Contractor's insurance policies are "claims made" or "claims paid", Contractor shall be required to maintain tail coverage for a minimum period of three (3) years from the date this Agreement is actually terminated. Contractor's failure to maintain such insurance policies shall be grounds for the City's immediate termination of this Agreement.

11.6. Insurance Limits. The insurance limits stated above are not intended to be an indication of exposure nor are they limitations on indemnification.

11.7 Expiration/Termination of Insurance. The provisions of this Section shall survive the expiration or termination of this Agreement with respect to any event occurring prior to such expiration or termination.

12. Intellectual Property.

12.1 The City exclusively and solely owns all City Data and the intellectual property therein. Contractor further agrees to execute any documents necessary for the City to perfect, memorialize, or record the City's ownership rights in City Data. For purposes of this Agreement, "City Data" means all intellectual property of the City, including but not limited to occupancy data, financial records, programming configurations of the parking meters, GIS location and rates, and other operational data and tailored operational programming.

12.2 Contractor may not provide or disclose any City Data to any third party without the City's prior written consent.

12.3 Contractor hereby grants the City, including its departments, council members, officials, officers, employees, consultants, and agents (collectively, "City") all the rights and licenses required to use IPS Equipment and Software. Such rights and licenses are non-assignable, non-transferable and non-exclusive, and specific only to use within the City.

12.4 All pre-existing and independently developed intellectual property, and any derivation thereof, including but not limited to designs, models, inventions, processes, methodologies, software, associated documentation, software upgrades, modifications and customizations, copyrightable material and other tangible and intangible materials authored, and combinations thereof, prepared, created, made, delivered, conceived or reduced to practice, in whole or in part, by Contractor and provided to the City ("Pre-Existing and Independently Developed IP") will at all times remain the sole and exclusive property of Contractor and/or its vendors. In the event Contractor provides the City with Pre-Existing and Independently Developed IP, the City will receive a limited license to use such Pre-Existing and Independently Developed IP, and shall be non-assignable, non-transferable, and non-exclusive license to use in the performance of this Agreement only for the fees contained in **Exhibit A**. Nothing in this Section or elsewhere in this Agreement shall be construed as assigning, selling, conveying, or otherwise transferring any ownership rights or title in Contractor Pre-Existing and Independently Developed IP.

12.5 Contractor understands the nature of public information and the requirement for the City to adhere to all rules and laws that apply to public information, such as the Freedom of Information Act, Public Records Act, and the like. However, the City also understands that the Contractor Equipment and Software contains intellectual property, copyrights, and trade secrets that do not exist in the public domain. Therefore, the City agrees that it will not knowingly agree, assist, or sell any equipment or allow any third party to gain access to equipment, software, or documentation provided by Contractor for the purposes of reverse engineering or evaluation without prior notification to Contractor (in order to allow Contractor an opportunity to seek an injunction the release of such documentation), or as mandated by applicable law as such law is reasonably interpreted by the City.

12.6 The provisions of this Section will survive expiration or termination of this Agreement.

13. Treatment of Assets.

13.1 Title to all property furnished by the City shall remain in the name of the City.

13.2 Title to all nonexpendable personal property and all real property purchased by the Contractor, the cost of which the Contractor is entitled to be reimbursed as a direct item of cost under this Contract, shall pass to and vest in the City, or if appropriate, the state or federal department supplying funds therefor, upon delivery of such property by the vendor. If the Contractor elects to capitalize and depreciate such nonexpendable personal property in lieu of claiming the acquisition cost as a direct item of cost, title to such property shall remain with the Contractor. An election to capitalize and depreciate or claim acquisition cost as a direct item of cost shall be irrevocable.

13.3 Nonexpendable personal property purchased by the Contractor under the terms of this Contract in which title is vested in the City shall not be rented, loaned or otherwise passed to any person, partnership, corporation/association or organization without the prior expressed written approval of the City or its authorized representative, and such property shall, unless otherwise provided herein or approved by the City or its authorized representative, be used only for the performance of this Contract.

13.4 As a condition precedent to reimbursement for the purchase of nonexpendable personal property, title to which shall vest in the City, the Contractor agrees to execute such security agreements and other documents as shall be necessary for the City to perfect its interest in such property in accordance with the "Uniform Commercial Code--Secured Transactions" as codified in Article 9 of Title 62A, the Revised Code of Washington.

13.5 The Contractor shall be responsible for any loss or damage to the property of the City including expenses entered thereunto which results from negligence, willful misconduct, or lack of good faith on the part of the Contractor, or which results from the failure on the part of the Contractor to maintain and administer in accordance with sound management practices that property, to ensure that the property will be returned to the City in like condition to that in which it was furnished or purchased, fair wear and tear excepted.

13.6 Upon the happening of loss or destruction of, or damage to, any City property, the Contractor shall notify the City or its authorized representative and shall take all reasonable steps to protect that property from further damage.

13.7 The Contractor shall surrender to the City all property of the City within thirty (30) days after rescission, termination or completion of this Contract unless otherwise mutually agreed upon by the parties.

14. Books and Records.

The Contractor agrees to maintain books, records, and documents which sufficiently and properly reflect all direct and indirect costs related to the performance of this Agreement and maintain such accounting procedures and practices as may be deemed necessary by the City to assure proper accounting of all funds paid pursuant to this Agreement. These records shall be subject, at all reasonable times, to inspection, review or audit by the City, its

authorized representative, the State Auditor, or other governmental officials authorized by law to monitor this Agreement.

15. Non-Appropriation of Funds.

If sufficient funds are not appropriated or allocated for payment under this Agreement for any future fiscal period, the City will not be obligated to continue the Agreement after the end of the current fiscal period, and this Agreement will automatically terminate upon the completion of all remaining Services for which funds are allocated. No penalty or expense shall accrue to the City in the event this provision applies. Contractor shall not be required and shall have no liability to provide ongoing services without associated funding and payment.

16. General Provisions.

16.1 Entire Agreement. This Agreement, together with the exhibits incorporated by reference throughout, contains the entire agreement between the City and Contractor and supersedes all prior and contemporaneous communications, representations, and agreements, whether oral or written, relating to the subject matter of this Agreement.

16.2 Amendments. No provision of this Agreement, including this provision, may be amended or modified except by written agreement signed by those authorized by each respective party to approve such amendments.

16.3 Full Force and Effect; Severability. Any provision of this Agreement that is declared invalid or illegal shall in no way affect or invalidate any other provision hereof and such other provisions shall remain in full force and effect. Further, if it should appear that any provision hereof is in conflict with any statutory provision of the State of Washington, the provision appears to conflict therewith shall be deemed inoperative and null and void insofar as it may be in conflict therewith, and shall be deemed modified to conform to such statutory provision.

16.4 Assignment. Neither the Contractor nor the City shall have the right to transfer or assign, in whole or in part, any or all of its obligations and rights hereunder without the prior written consent of the other Party.

A. If the Contractor desires to assign this Contract or subcontract any of its work hereunder, the Contractor shall submit a written request to the City for approval not less than fifteen (15) days prior to the commencement date of any proposed assignment or subcontract.

B. Any work or services assigned or subcontracted for hereunder shall be subject to each provision of this Contract.

C. Any technical/professional service subcontract not listed in this Contract, which is to be charged to the Contract, must have prior written approval by the City.

D. The City reserves the right to inspect any assignment or subcontract document.

16.5 Successors in Interest. Subject to the foregoing Subsection, the rights and obligations of the Parties shall inure to the benefit of and be binding upon their respective successors in interest, heirs and assigns.

16.6 Attorney Fees. In the event either of the Parties defaults on the performance of any term of this Agreement or either Party places the enforcement of this Agreement in the hands of an attorney, or files a lawsuit, the prevailing party shall be entitled to its reasonable attorneys' fees, costs and expenses to be paid by the other Party.

16.7 No Waiver. Failure or delay of either Party to declare any breach or default immediately upon occurrence shall not waive such breach or default. Failure of either Party to declare one breach or default does not act as a waiver of either Party's right to declare another breach or default.

16.8 Governing Law. This Agreement shall be made in and shall be governed by and interpreted in accordance with the laws of the State of Washington.

16.9 Authority. Each individual executing this Agreement on behalf of the City and Contractor represents and warrants that such individuals are duly authorized to execute and deliver this Agreement on behalf of the Contractor or the City.

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

IPS: IPS Group, Inc.
5601 Oberlin Drive, Suite 100
San Diego, CA 92121
Attn: Chad Randall
chad.randall@ipsgroupinc.com
tel: 858-404-0607

City of Olympia
PO Box 1967
Olympia, WA 98507-1967
Attn: Karen Kenneson
kkenneso@ci.olympia.wa.us
tel: 360-753-8277

16.11 Captions. The respective captions of the Sections of this Agreement are inserted for convenience of reference only and shall not be deemed to modify or otherwise affect any of the provisions of this Agreement.

16.12 Performance. Time is of the essence in performance of this Agreement and each and all of its provisions in which performance is a factor. Adherence to any completion dates set forth in **Exhibit A** is essential to the Contractor's performance of this Agreement.

16.13 Remedies Cumulative. Any remedies provided for under the terms of this Agreement are not intended to be exclusive, but shall be cumulative with all other remedies available to the City at law, in equity or by statute.

16.14 Counterparts. This Agreement may be executed in any number of counterparts, which counterparts shall collectively constitute the entire Agreement.

16.15 Equal Opportunity to Draft. The parties have participated and had an equal opportunity to participate in the drafting of this Agreement, and the Exhibits, if any, attached. No ambiguity shall be construed against any party upon a claim that that party drafted the ambiguous language.

16.16 Venue and Jurisdiction. Any litigation arising out of this Agreement may only be brought in either the United States District Court, Western District of Washington, or the Superior Court of Washington, County of Thurston, as appropriate. The parties agree that venue exists in either court, and each party expressly waives any right to transfer to another venue. The parties further agree that either court will have personal jurisdiction over the parties to this Agreement.

16.17 Ratification. Any work performed prior to the effective date that falls within the scope of this Agreement and is consistent with its terms is hereby ratified and confirmed.

16.18 Compliance with Laws. Both Parties shall comply with and perform the activities under this Agreement in accordance with all applicable federal, state, and city laws including, without limitation, all city codes, ordinances, resolutions, standards and policies, as now existing or hereafter adopted or amended.

16.19 Certification Regarding Debarment, Suspension, and Other Responsibility Matters.

A. By signing the agreement below, the Contractor certifies to the best of its knowledge and belief, that it and its principles:

1. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal department or agency;
2. Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission or fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or contract under a public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

3. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (federal, state, or local) with commission of any of the offenses enumerated in paragraph A.2. of this certification; and
4. Have not within a three (3) year period preceding this application/proposal had one or more public transactions (federal, state, or local) terminated for cause or default.

B. Where the Contractor is unable to certify to any of the statements in this certification, such Contractor shall attach an explanation to this proposal.

16.20. Force Majeure and Delay in Performance. Neither the City nor Contractor shall be considered in default of this Agreement for delays in performance caused by circumstances beyond the reasonable control of the nonperforming party. For purposes of this Agreement, such circumstances include, but are not limited to, extreme weather conditions; floods; earthquakes; fire; epidemics; war, riots, and other civil disturbances; strikes, lockouts, work slowdowns, and other labor disturbances; sabotage; judicial restraint; and delay in or inability to procure permits, licenses, or authorizations from any local, state, or federal agency for any of the supplies, materials, accesses, or services required to be provided by either the City or Contractor under this Agreement. Contractor shall be granted a reasonable extension of time for any delay in its performance caused by any such circumstances. Should such circumstances occur, the nonperforming party shall, within a reasonable time of being prevented from performing, give written notice to the other party describing the circumstances preventing continued performance and the efforts being made to resume performance of this Agreement.

16.21 Conflict. Where any conflict exists between Exhibit A and this document, this document controls.

****** SIGNATURES APPEAR ON THE FOLLOWING PAGE ******

CITY OF OLYMPIA:

Steven R. Hall, City Manager
P.O. Box 1967
Olympia WA 98507-1967

Date of Signature: _____

APPROVED AS TO FORM:



Assistant City Attorney

IPS GROUP, INC.:

I certify that I am authorized to execute this contract on behalf of the Contractor.

Chad P. Randall, Chief Operating Officer

Date of Signature: _____



EXHIBIT "A"

RFP RESPONSE EXCERPTS*

CHAPTER 1 | QUALIFICATIONS, RELATED EXPERIENCE AND REFERENCES

I. General information about the company's experience, capabilities and geographic service area

Location/Employees: IPS has 80 employees and is proud to manufacture our products in San Diego, CA, USA.

Signing Authority/Contract Responsibility: Chad P. Randall, Chief Operating Officer, Tel: 858-568-7609, Mobile: 858-414-0872, Fax: 858-408-3352, chad.randall@ipsgroupinc.com

Background/History: IPS Group, Inc. has been in the parking and telecommunications business since 1994, with installations in the US, South Africa, the UK, Australia and New Zealand. IPS began as a wireless telecommunications company, providing pay-phone solutions and telephone management systems to countries all over the world. While IPS continues to provide wireless pay-phone solutions to emerging markets, the company has focused their telecommunications experience on parking meter applications, and specifically, credit card-enabled single-space meters.

Geographic Service Area: IPS Group is the undisputed leader in providing solar powered, credit card enabled single space parking meters to municipalities in North America. In fact IPS has installed more of these meters (and related sensors) than all the competition combined. IPS operates **more than 100,000** such meters across the US and Canada, in more than 100 cities



Awards: We believe our experience in the technology and telecommunications industries has helped us create products that provide the best combination of convenience, user experience, enforceability and cost of ownership among any parking meter product in the industry today. As evidence of such, IPS has been recognized with many awards including:

- First place in the Deloitte Technology Fast 50 (an honor bestowed upon the fastest growing technology companies)
- International Design Award, 2009
- Clean Technology Award, 2009
- Connected Word Value Chain Award, 2012
- US Mayors for Excellence in Public/Private Partnership for Coin/Credit Parking Meter Technology Upgrade in the City of Los Angeles, CA January 2012.
- Vic Kops Humanitarian Award, Alonzo Awards, 2012

Qualifications: IPS has long been regarded as a pioneer in the parking and telecommunications

* RFP Response Excerpts/Edited to Incorporate into the Contract as Exhibit "A," Page 1



industries. While initially customers are drawn to IPS by the innovative products, they stay with IPS because of the outstanding customer service and support the company provides. As we continue to deliver cutting-edge technologies to even more customers and to replicate our success in new markets, we pledge to stand behind our customers to ensure their continued loyalty by providing the very best in customer service and technical support. As such, we invite our prospective customers to contact our references who will attest to this fact.

II. Experience in performing work of a similar nature

IPS has successfully demonstrated this technology in numerous cities across the country and is excited about the opportunity to replicate our success in the City of Olympia. It is important to note the sample projects described within this proposal are established contracts, not solely trial projects.

IPS is pleased to share four similar projects in which our single space credit card-enabled parking meters have been installed and operating, covering a period of many months to years.

Jurisdiction/Customer: The City of Denver
Population: 600,158
Make and Model: Qty 5,700, IPS Single-Space Parking Meter – Model SSPM
Project Dates: RFP & Trial in 2008/09, purchase in 2010 and continuing
Estimated Contract Value: \$3 million
Contact: Bill Miles, bill.miles@denvergov.org, (720) 913-8509



The City of Denver’s move to accept credit card as a paid parking option is a cautionary tale for multi-space. To date, Denver has 5,700 single-space, credit card-enabled meters. Initially, and prior to 2008 when the IPS meter was not yet on the market, the City of Denver began purchasing multi-space meters. After customer and merchant backlash, primarily in the Cherry Creek shopping district, the City learned of the IPS meter and began a trial. With great success in just a few months’ time, the City decided to remove several multi-space machines and replace them with the IPS single-space meter. The City has since enjoyed great public support from the end users and merchants.

Jurisdiction/Customer: The City of San Francisco, SFMTA, CA
Population: 805,235
Make and Model: Qty 5,800, IPS Single-Space Parking Meter – Model SSPM
Project Dates: Customer since 2009
Estimated Contract Value: \$3 million
Contact: George Reynolds, George.reynolds@sfmta.com, (415) 550-2712



With 25,000 single-space meters throughout San Francisco, the SFMTA manages the fourth largest on-street parking operation in the US. In 2010, IPS deployed new credit card meter technology as part of the SFPark project. This project was the first of its kind to incorporate real-time data feeds from parking meters, sensors and other data sources in order to study the effect of changes in parking rates due to demand. IPS provides a majority of the meter technology for this innovative project. (www.sfpark.org)

Jurisdiction/Customer: The City of Los Angeles, CA
Population: 9,830,420
Make and Model: Qty 33,000, IPS Single-Space Parking Meter – Model SSPM
Project Dates: Trial in 2009, Procurement and Expansion in August 2010
Contract value: \$12 million
Contact: Daniel Mitchell, dan.mitchell@lacity.org, (213) 473-8276



With 40,000 single-space meters throughout Los Angeles roadways, the City is IPS’ largest account to

* RFP Response Excerpts/Edited to Incorporate into the Contract as Exhibit “A,” Page 2



date. Initially starting with a trial of 800 meters in 2009, Los Angeles has procured 33,000 IPS Single-Space Meters through a council approved lease-to-own agreement as well as the most recent RFP for the Demand-based pricing LA ExpressPark™ project. The lease-to-own option was a way for the City to rapidly upgrade meters at a time where the budget would not allow. It was through this innovative partnership that both IPS and the City of Los Angeles were recognized for an Award of Excellence in a Private/Public Partnership by the US Conference of Mayors.



Jurisdiction/Customer: District of Columbia, DC
Population: 617,996
Make and Model: Qty. 3,000, IPS Single-Space Parking Meter
Project Dates: Contract award in 2009
Estimated Contract Value: \$2 million
Contact: Soumya Dey, soumya.dey@dc.gov, (202) 671-2700



With over 3,000 meters now deployed in the Nation's capital, and additional implementations being planned, IPS has become an integral part of the District's overall parking technology upgrade. As with all IPS installations, meter communication is achieved via highly reliable cellular network(s). Credit card communication is encrypted and secure, meeting PCI-DSS requirements. As a result, IPS technology has allowed the District to achieve over 50% of its meter revenues via credit card transactions.

Jurisdiction/Customer: The City of Columbus, OH
Population: 797,434
Make and Model: Qty. 2,800, IPS Single-Space Parking Meter
Project Dates: Contract award in January 2011
Estimated Contract Value: \$2 million
Contact: Mike Mercurio, mmercurio@columbus.gov, (614) 645-6658



The City of Columbus selected IPS after a competitive RFP process. The City awarded IPS a five-year contract and has purchased 3,400 meters since 2010.

Jurisdiction/Customer: The City of Indianapolis, IN
Population: 827,609
Make and Model: Qty. 1,400 IPS Single-Space Parking Meter
Project Dates: Contract award in 2011
Estimated Contract Value: \$1 million
Contact: Nancy Evens, nevans@eventime.com, (317) 358-1000



In 2010 the City of Indianapolis undertook a modernization of its parking meter program which included the installation of 1,439 IPS single-space solar-powered parking meters. As of 2012, credit card payments account for 60% of meter payments and have contributed an additional \$2.2 million in parking revenue since the program was implemented in 2010.

Jurisdiction/Customer: The City of Santa Monica, CA
Population: 88,000
Make and Model: Qty 5800, IPS Single-Space Parking Meter – Model SSPM
Project Dates: Trial in Spring 2011, Contract award in Fall 2012
Contract value: \$4 million
Contact: Frank Ching, Frank.Ching@smgov.net, – (310) 458-8299



Santa Monica's Approach to Meter Upgrade: In the spring of 2011, Santa Monica invited all parking meter companies to participate in a trial of single-space meters with credit-card capability. Only IPS could supply the desired meter. With a trial of 50 meters from April through June in 2011, Santa Monica quickly moved to procure a city-wide upgrade of all 5,800 on-street meters, along with 5,800 vehicle detection sensors.

This procurement was a sole source based on the fact that only IPS had proven the single space, credit card meter during a trial. Most impressively, the City's initial installation of approximately 6,000 meters were installed in a two-month period (in the months of December 2011 and January 2012) averaging 600+ meter installations per week! Santa Monica elected for an outright purchase of both the meters and sensors.

* RFP Response Excerpts/Edited to Incorporate into the Contract as Exhibit "A," Page 4



III. Demonstrated competence in the goods or services to be provided

IPS Group’s competence in delivering single space credit card meters and complementary product suite is best demonstrated through our references. IPS has provided goods and services to Cities across the US and Canada since 2007. We take pride in our products and are proud to introduce our fifth generation smart meter, which demonstrates our commitment to excellence as we have improved on our product through the years to meet the needs of our customers. We encourage the City to reach out to our references who will attest to this fact. References are located on pages 4-5 and page 7.

IV. Expected timeframe to complete the scope of work, including lead time for ordering equipment

Once a Notice to Proceed is issued by the City, lead times for the delivery of equipment will be 30-60 days. Below is the expected timeframe to complete the scope of work. However, IPS will work with the City to meet their desired timeline.

Installation/Implementation Schedule

Due to the simplicity of the IPS single-space system, no additional marketing, signage or public campaigns to explain the concept are required. This being said, any changes made to city services need to be conveyed in a clear and timely manner through multimedia channels, which is why public outreach begins immediately between IPS and the City. Below is an anticipated schedule of events based on the signing of a contract or approval to proceed from the City. The Target timeline listed below is relative to the Notice to Proceed (“NTP”) that the City will give to IPS upon receipt of a fully executed contract. Many of these activities are happening in parallel.

Task	Party	Target Timeline
Notice to Proceed (NTP)	City/IPS	<60 days
Public Outreach	City/IPS	Immediately
Define all Installation points	City/IPS	5-10 days
Complete Meter Configuration Data Sheets	City/IPS	10-20 days
Complete Credit Card Processing Information	City/IPS	20-30 days
Meter Programming Configuration Approved	City	20-30 days
Meter Location Site Preparations	City/IPS	30-45 days
Meter Delivery, Installation & Testing	IPS	<60 days
Training of City/Parking personnel (3-5 days)	IPS	Prior to and during installation

Preparation

- City will provide all required pole numbering, required credit card processing details, meter operating configurations to ensure that the implementation runs as smoothly as possible.

Delivery of Product

- IPS guarantees delivery, installation of all meters and fully operational back-end system within 60 days or less of contract agreement. IPS is prepared to work with the City to meet deadlines associated with the kickoff project date.



- City will provide shipping address and location such that meters or any other materials can be delivered and securely stored prior to installation. This should mean that meters in boxes should be stored indoors or at least have covering from rain or other weather.
- City will provide the means to receive and unload freight or shipped boxes from freight carrier or forwarder. If this is not possible, City will notify Contractor so that alternate arrangements can be made.

Product Installation

- With all projects, IPS supervises City staff and participates in the installation of IPS products. IPS will coordinate with the City to organize IPS Staff and City employees (those involved in ongoing maintenance and operations of the single-space meters) for the install.
- IPS will ensure that meters are installed correctly, functioning properly, and are approved by the appropriate City personnel.
- Installation will take place during business hours or as requested by the City.

V. Include three (3) references with the following information: the name of current and previous clients with similar projects, the name, address and telephone number of the contact person for each client.

Our previous performance and experience can best be documented and communicated through various references. IPS Group, Inc. is currently engaged with various cities at different stages, most of which are of the scope and scale of the services required by this RFP. IPS does not wish to inadvertently disclose any information deemed to be non-relevant, proprietary, or inappropriate. We respect the details of these contracts and/or current relationships, and respectfully request that any additional details be provided by the respective contacts listed below. More references are available upon request.

Below is a sampling of completed municipal projects of over 500 meters installed for a minimum of 12 months.

Customer: City of Eugene, OR

- Reference: Jeff Petry [jeff.t.petry@ci.eugene.or.us] (541) 682-5079
- Product Description: IPS Model SSPM
- Scope of Work: 700 units installed
- Project Dates: September 2010 - Current

Customer: City of Berkeley, CA

- Reference: Danette Perry [dperry@ci.berkeley.ca.us] (510) 981-7060
- Project Description: IPS SSPM
- Scope of Work: 1,100 units installed
- Project Dates: Trial in 2010, procurement in August 2012

Customer: City of Los Angeles, CA

- Reference: Daniel Mitchell [dan.mitchell@lacity.org] (213) 473-8276
- Product Description: IPS Model SSPM
- Scope of Work: 33,000 units installed
- Project Dates: Trial in 2009, procurement and expansion in August 2010



CHAPTER 2 | RESPONSES TO SECTIONS A, B AND C

The proposed credit card meters shall include the following features, at a minimum:

1. GENERAL

A. Required:

a. The electronic single-space meter mechanism shall be constructed of all new materials.

IPS complies. The meter mechanism shall be new and features a zinc alloy dome.

b. Meters must be able to effectively operate in the weather conditions experienced in the City of Olympia, Washington including but not limited to, abundant amounts of rain and cold, wet weather, and temperatures between minus 25 degrees Fahrenheit to plus 110 degrees Fahrenheit.

IPS complies. Our meters have been independently certified to operate in temperatures ranging from -40°F (-40°C) to 185°F (85°C) and are currently installed and operating in some of the most extreme environments such as Minneapolis, MN and Phoenix, AZ.

c. Must be able to retrofit Mackay MKH series 1000, 2000, 3000 and 4000 meter housings using existing keys, with no housing modifications needed with the exception of the meter dome, which if needed, will be supplied by the vendor as part of the meter.

IPS complies. The meter installation requires no modifications to existing housings. Please see below for a demonstration of the meter mechanism installation which takes less than 15 seconds. As requested by the City, we have included pricing for new meter housings in the Pricing Information section found in Chapter 5.



Meter Installation



1. Unlock the meter mechanism housing.



2. Remove current meter mechanism and top cover (dome).



3. Install IPS top cover (dome) and insert IPS coin/credit card/wireless-enabled mechanism.



4. Close top cover (dome) and lock meter mechanism housing.

See more at www.ipsgroupinc.com/installvideo



d. If a new dome is required for existing meters, vendor must paint the dome a specific color, as determined by the City, since the existing meters are color-coded by time limit.

IPS complies. IPS will provide the City with a color wheel of color choices for the domes.

e. Vault lock must be high security and tamper-resistant.

IPS complies. The dome locks in four places using the existing key/lock system.

f. Meters must retain audit data despite battery failure or removal.

IPS complies. There will be no loss of data in the event of a battery failure or removal.

g. Backlight feature for night time visibility, with programmable duration ability.

IPS complies. The M5 meter backlight is enabled automatically when low light conditions are present. The IPS backlight feature is turned on once the meter has been "woken up" by pushing any button or beginning a payment transaction (inserting coins or card).

Today's Rates	
12a-4:30a	FREE
4:30a-7a	PREPAY
7a-12p	\$3.00/hr
12p-3p	\$1.00/hr
3p-6p	\$0.50/hr
6p-8p	\$3.00/hr
8p-12a	\$1.00/hr

h. Alphanumeric LCD display with clearly visible numeric digits to enhance the display of hours and minutes (HH:MM).

IPS complies. The time display format is shown to the right.



i. The LCD display must read, ("out of order") or ("coin only") or ("card only") when the unit is partially or completely out of order."

IPS complies. If the card reader is inoperable, IPS meters will display a screen directing the motorist to alternate payment options, such as "Coins Only" for payment and will accept coins, smart cards, and pay-by-cell transactions. If the coin slot is inoperable, IPS meters will display a screen directing the motorist to alternate payment options, such as "Card Only" for payment and will accept credit/debit, smart cards, and pay-by-cell transactions. If no payment options are available, the meter will display "Out of Order."

j. The rear display on street side and sidewalk side must have a red flashing display to indicate ("meter expired.")

IPS complies. IPS meters utilize highly visible LEDs in both the front (red, green and yellow) and the back (pairs of red, green and yellow) of the meter to provide a status indication for enforcement. The purpose of the rear facing LEDs are for in-car enforcement and larger distances. The front LEDs are for the user as well as enforcement. The LEDs are capable of being configured to a specific rate of flashing and can be turned on or off during paid, expired, idle and grace period.



k. The single space meter must be wirelessly networked and connected to a management system.

IPS complies. The meters are remotely linked to a Data Management System which can be viewed at multiple workstations.

l. Single space meters are to operate in an independent network environment, meaning that each meter is wirelessly enabled to communicate without installation of any additional network equipment or additional infrastructure.

IPS complies. Access to the IPS meter management system is web-based. There are many benefits of this type of user interface:

- No need for local software installation
- Software updates are automatic
- Always uses the latest in encryption and security available on the market
- Capable of integrating and consolidating data from multiple data sources
- Low hardware cost
- Intuitive point-and-click user operation
- Remote access to rate setting, coin box monitoring, meter/battery status and time-of-day pricing

Access to the management system is controlled by only those with usernames and passwords as required by the City. Given the ease of use and continuous availability of data, the on-demand statistical and financial reporting capabilities of the IPS management system is among the very best in the industry in terms of efficiency, reliability and ease of use.

Data is available via a secure web-based portal and a username and password. We provide a full set of data and Management, Financial and Maintenance Reports, and the data can be exported into other software packages such as MS Excel, MS Access, CSV, etc. should the City have any specific requirements.





Most Common Management System Reports

Financial	<ul style="list-style-type: none"> • Daily, Weekly, Monthly and Annual Total Revenue Reports from City level down to meter level, by payment type • Daily/Monthly credit card auditing and reconciliation, types used and searches • Coin collection by date, routes, collector • Monthly citywide statistics for meters, average number and transactions value
Cards Used	<ul style="list-style-type: none"> • Maintenance • Diagnostic • Collection
Technical	<ul style="list-style-type: none"> • Maintenance Shop Log • Battery Voltages • Meter Communications Log • Meter Status Logs • Detailed Terminal and Pole events
Exception	<ul style="list-style-type: none"> • Communications • Time Based Flags • Coin Validation • Current Fault List
Help	<ul style="list-style-type: none"> • Manuals • Help Ticketing Service • Meter programming
Administrative	<ul style="list-style-type: none"> • Maintenance Notifications • User

IPS user manuals, video tutorials, and e-learning certification classes (coming soon) are available at any time through the web based data management system.

m. Meters must incorporate a reloadable chip card or equivalent system.

IPS complies. Should the City decide to opt for a smart card program implementation, which can be purchased by merchants or patrons and are used similarly to a credit card, collections would not be impacted as they would be with tokens and would be an easier system to maintain. IPS-generated smart cards are based on lithographically printed four colors one side and one color on the reverse side. Card is personalized with one stored value in the chip and is printed with a serial number. Color is black or choice of one solid color printer ribbon on reverse side. Artwork and approval to be provided by the City prior to printing. Physical samples of cards provided to other Cities upon request. Pricing for smart cards begins at \$2.25 per card, with a minimum order of 2,500 cards required. An example of the City of Denver's card is given below.





n. Respondent's single space credit card capable meter must be established and in operational use by another jurisdiction for a minimum of twelve (12) months prior to the proposal deadline, excluding testing situations.

IPS complies. IPS Group, Inc. has been in the parking and telecommunications business since 1994 and currently has more than 100,000 single space credit card capable meters deployed in over 100 cities in North America, many of which have been customers for many years.

B. Preferred:

a. Solar powered panel that recharges internal batteries is preferred but not required. Solar power must be able to operate effectively on city streets that have 2-4 story buildings and large trees.

IPS meters are powered by a patented combination solar power and battery system provided by IPS. The solar panel on the back side of the meter (shown left) allows for constant recharging of the battery with ambient light. This GREEN energy source provides a battery life which can last up to two years. A nominal amount of ambient sunlight keeps the battery packs charged. Primary Cell technology keeps the unit operating, even with minimal sunlight and acts as the back-up battery.



Furthermore, IPS meters are installed in several large metropolitan cities, surrounded by skyscrapers and other large infrastructure.

2. CREDIT CARD

A. Required:

a. The vendor shall provide a secure gateway service to provide for secure, encrypted, credit card data transmission to the City's merchant account provider.

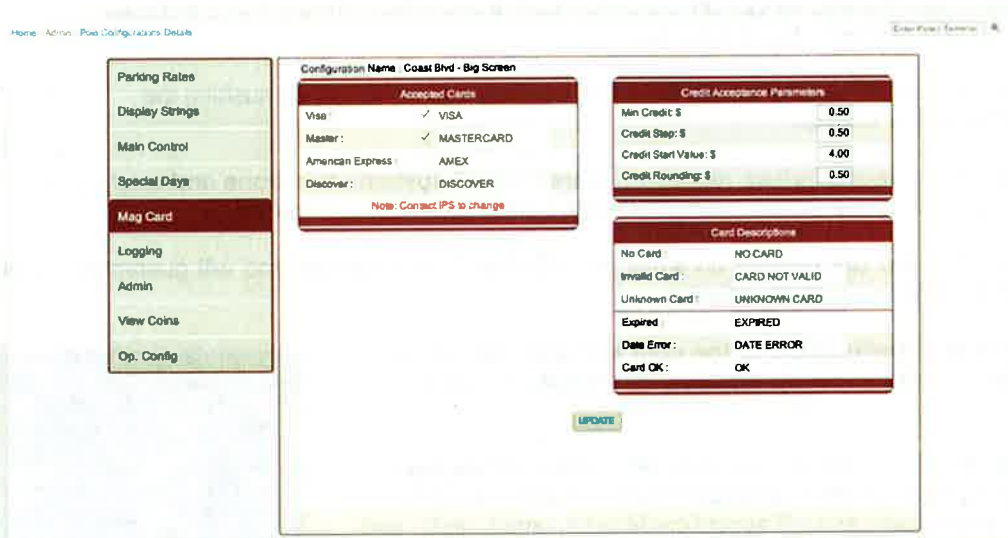
IPS is a fully certified PCI-DSS Level 1 payment gateway with the ability to process cards with any merchant processor that the City wishes to utilize, providing maximum flexibility. A copy of our PCI and PA-DSS certificates are located in the Appendix of this proposal. Should the City desire to verify the PCI status of a vendor, please visit the PCI website at:



https://www.pcisecuritystandards.org/approved_companies_providers/vpa_agreement.php

b. Meter mechanism must accept Visa and MasterCard credit cards and debit cards with the same designations, at a minimum.

IPS complies. The meter accepts Visa, MasterCard, Discover and American Express. The meters can be configured to accept these cards via the Data Management System as shown in the screenshot below.



c. Credit card reader mechanism must be able to process all credit and debit card transactions by obtaining authorization in real time.

IPS complies. All credit/debit card transactions are processed in real time. This is a requirement by PCI-DSS. A copy of our Level 1 certification is located in the Appendix of this proposal.

d. All credit card readers shall be integrated into the internal meter mechanism.

IPS complies. The integrated card reader is a hybrid which allows for the magnetic stripe cards to be good for over 200,000 card swipes.

e. All credit card products shall be Payment Card Industry (PCI) compliant and all service providers shall be PCI certified to protect cardholder data. All proposing vendors must submit PCI compliance certificates as part of their submission.

IPS has been Level 1 PCI certified since 2008 and processes over 50 million credit card transactions annually. Please see the Appendix for a copy of our certifications.

f. Respondent must comply with, and be listed as a valid service provider for Visa Cardholder Information Security Program (CISP) and the MasterCard Site Data Protection (SDP) programs.

IPS complies. Please see the Appendix for a copy of our Visa and MasterCard certifications.

g. Mechanism shall adjust the amount of time purchased with a credit card and show the equivalent amount of time purchased.

IPS complies. Once the user inserts the credit card, the "+ Time" and "- Time" buttons may be used to adjust the amount of time desired. This amount will then be reflected on the meter display so that the customer may approve or cancel the transaction.





h. Mechanism must be able to cancel the credit card transaction should the purchaser decide not to proceed with the transaction.

IPS complies. The customer may cancel the credit card transaction simply by pushing the "Cancel" button on the keypad.

i. Mechanism must have wireless reporting, management systems functions and credit card transaction capability via CDMA or equivalent wireless network configuration.

IPS complies. The M5 can operate on either the GSM or CDMA network and will guarantee adequate coverage for the IPS single space solution.

j. In the event of a malfunction to the coin acceptor, the meter must be able to independently function by accepting credit cards.

IPS complies. If the coin slot is inoperable, IPS meters will display a screen directing the motorist to alternate payment options, such as "Card Only" for payment and will accept credit/debit, smart cards, and pay-by-cell transactions. This message is configurable to the City's preferred wording via the DMS.



B. Preferred:

a. Meter that has expandability options for future use of technology such as pay by phone and sensor technology.

IPS complies. IPS has designed its meter and management system technologies to be "future proof", ensuring customers that integration with current third party technologies or those to be released in the future will be compatible.



The M5 meter is presently integrated with Pay-by-Phone (Verrus), Parkmobile, and MobileNow to accept pay-by-cell payments. IPS is also prepared to work with a pay-by-cell vendor of the City's choice. The M5 can also be paired with our in-ground Vehicle Detection Sensor technology and/or the IPS Smart Cash Collection System.

3. COINACCEPTANCE REQUIREMENTS:

a. Must accept at least four different U.S. coin types \$0.05, \$0.10, \$0.25, and \$1.00 coins at a minimum, with optional acceptance of new coins and tokens.

IPS complies. The M5 accepts the above coins. Moreover, the meters can be configured to accept new coins/tokens via the Data Management System, as shown in the screenshot before.



b. Coin chute or coin acceptor must allow for easy access for removal of foreign objects or other types of coin jams.

IPS complies. The coin validator is an easily removable module that allows for straight-down, free fall coin validation.

c. In the event of a malfunction of credit card acceptance, the meter must be able to independently function with coins.

IPS complies. If the card reader is inoperable, IPS meters will display a screen directing the motorist to alternate payment options, such as "Coins Only" for payment and will accept coins, tokens, and pay-by-cell transactions.

SECTION B – COMMUNICATION AND PROGRAMMING SPECIFICATIONS

1. COMMUNICATION AND PROGRAMMING SPECIFICATION REQUIREMENTS:

a. Mechanism must be programmable via a wireless network.

IPS complies. The M5 meter wirelessly communicated to the Data Management System (DMS) via the cellular network. The DMS is accessible only by authorized users with a user name and password.

b. Must have the ability to be programmed remotely to display custom messages.



IPS complies. The IPS M5 can display custom text and/or graphic messages, which are programmed remotely via the DMS.

c. Must have a 365 day real time calendar clock that is synchronized with a centralized server.

IPS complies.

d. Programmable for automatic daylight savings time (DST) change and update of DST via the wireless system, as well as capability of loading DST changes for multiple occasions.

IPS complies. The meters can be programmed to automatically adjust for DST via the Data Management System.

e. Time of day clock must track the day of the week.

IPS complies.

f. Programmable feature options with capability to change the standard rate operation, time of day operation, day of week operation, all wirelessly.

IPS complies. All of the above configurations can be programmed remotely via the DMS.

g. Mechanism that can take prepayment of meter in non-paid working hours and allow the time to be held for use within the next paid working hours operational time period.

IPS complies. The M5 can be programmed with a designated pre-payment period via the DMS and shown in the sample screenshot below.



Home - Admin - Pkce Configurations Details

Enter Pass / Terminal

Parking Rates

Display Strings

Main Control

Special Days

Mag Card

Logging

Admin

View Coins

Op. Config

Configuration Name : Coast Blvd - Big Screen

Current Configuration Future Configuration

Sunday	Free	Prepay	\$3.00	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Monday	Free	Prepay	\$3.00	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Tuesday	Free	Prepay	\$3.00	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Wednesday	Free	Prepay	\$3.00	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Thursday	Free	Prepay	\$3.00	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Friday	Free	Prepay	\$3.00	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Saturday	Free	Prepay	\$3.00	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Special Day 1	Free	Prepay	\$1.00	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Special Day 2	Free	Prepay	\$1.00	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Variable Rate	Free	Prepay	\$1.00	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

Legend

■ Rate
 ■ Variable Rate
 ■ Prepay
 ■ Free
■ No Parking
 ● LEDs On
 ■ Enforcement On
 Max Time 1
 Max Time 2
 Max Time 3
 Max Time 4
 Special Display 1
 Special Display 2
 Special Display 3
 Jump Rate
 Event Rate

* RFP Response Excerpts/Edited to Incorporate into the Contract as Exhibit "A," Page 16



h. Mechanism must be configurable to define "No Parking" times.

IPS complies. Please see screenshot above for an example of the meter configuration tool which will allow the City to define all parameters, including "No Parking".

i. Mechanism must be able to have the option to require a minimum amount of time to be purchased prior to meter registering time.

IPS complies. The minimum amount of time can be determined by the City and configured in the DMS.

j. Mechanism must be able to have the option of a 15-minute free period.

IPS complies. The meters can be programmed via the DMS to allow a specified amount of courtesy time.

k. Mechanism must be able to record the value of coins validated and retrieve audit information via the wireless based management system.

IPS complies. This information can be found in the Coin Collection Summary report. An example is provided in the screenshot below.

Home - Finance - Coin Collection Summary

From Date: 12/15/2012 To Date: 01/15/2013 SEARCH

EXPORT Records per page: 10

Pole	\$0.01	\$0.05	\$0.10	\$0.25	\$1.00	Coin Total	Total Revenue (\$)	Unrecognized
542-00030	0	39	50	157	1	247	\$47.20	0
542-00050	6	39	61	354	0	460	\$96.61	0
542-00060	5	12	30	114	0	161	\$32.15	0
542-00070	8	17	35	265	5	330	\$75.68	0
542-00080	2	18	18	117	0	155	\$31.97	0
542-00090	1	25	35	221	2	284	\$62.01	0
542-00100	4	39	70	310	0	423	\$86.49	0
542-00110	17	52	76	346	0	491	\$96.87	0
542-00120	1	43	82	606	0	732	\$161.86	0
542-00130	13	47	58	199	0	317	\$58.03	0
Page Total	57	331	515	2,689	8	3,600	\$748.87	0
Grand Total	184	1,213	1,736	7,993	86	11,172	\$2,300.14	4

Page 1 of 4 (31 items)

l. Mechanism shall reset to zero the audit register after each transfer of audit information to the management system.

IPS complies. Collection staff will swipe a "collection card" when collecting the coins. When this is done, the audit information will zero out in the DMS and can be tracked in the management system accordingly.



m. The wireless based management system should enable the control of mechanisms from the central office, to enable the quick and effective changing of data related to each mechanism, the replaced unit as well as the replacement unit.

IPS complies. This can be configured remotely via the web-based Data Management System.

n. The wireless based management system should have the capability to track audit amounts by mechanism, route, and any selected meter configuration.

IPS complies. The DMS will track audit amounts by mechanism, route, and any other selected meter configuration the City chooses.

o. Login and access to the wireless based management system via the internet.

IPS complies. Only a user name, password and internet access are required to access the management system.

p. All mechanisms must be able to report in to the wireless based management system.

IPS complies.

q. Management system must be on line and security provided via password protection.

IPS complies. The City will determine authorized users and a password will be required to access the management system.

r. Real time alarm and status reporting for maintenance via wireless based management system.

IPS complies. The Fault Summary and Faults Overview pages log alarms and retain information, including time of alarm. The Manage Work Orders page logs who resolved problems and the actions taken. These reports are accessible via the DMS.

s. Management system must be able to notify service technicians and key personnel of errors and status issues via email or text.

IPS complies. When an error or fault is triggered, the relevant personnel will be notified via email and/or text.

t. Capable of transmitting real time revenue and payment information via management system.

IPS complies.

u. Management system must provide a full set of reports including revenue for all transactions, by meter, by route, by zone, by redefined zone, across any period specified by user, (day, week, month, or any period defined within the data set) including audits and maintenance.

Data is available via a secure web-based portal and a username and password. We provide a full set of data and Management, Financial and Maintenance Reports, and the data can be exported into other





software packages such as MS Excel, MS Access, CSV, etc. should the City have any specific requirements. For a sample of the full range of reports available to the City of Olympia, please see the Appendix.

v. Mechanism as controlled and accessed by the wireless based management system should be able to accommodate simple and complex dynamic rate structures that can be changed via the wireless based management system.

IPS complies. The ability to vary rates throughout the day and as needed is one of the great features of the IPS meter. The rate changes can be made remotely via the management system. Furthermore, the display can show the desired message, such as "Tow Away," "No Parking" and "Free Parking".



SECTION C- TRAINING AND SUPPORT REQUIREMENTS

1. TRAINING & SUPPORT REQUIREMENTS

a. Respondent must provide on-site training to City staff on the programming of the meters and software management system.

IPS complies. Please see the detailed training plan below for more information.

b. Respondent must provide on-site training to City staff for routine maintenance, part replacement, clearing coin and credit card jams, mechanism replacement, and relocation of meters.

IPS complies. Please see the detailed training plan on page 23 for more information.

c. Respondent must provide on-site training to City staff on testing the meters for the purposes of providing information to the court regarding contested parking citations.

IPS complies. Please see the detailed training plan below for more information.

d. Respondent must be able to provide ongoing support and service to City staff after purchase and installation during the hours of 8:00a.m. to 5:00p.m., Monday through Friday, Pacific Standard Time. Please submit how your company will provide such support and service, including hours of operation and availability of customer support.

Staff Approach

IPS is designating customer support manager, Ananda Aleman, to be the single-point-of-contact once IPS has received a notice to proceed with the contract. At all stages General Manager, Johnny Waldo, will continue be a resource for the City and will work closely with Ananda. Once the program is underway, Ananda will work with the city before installation to ensure all information is received and processed correctly and deadlines are being met. In support is a team of technical and customer support personnel to assist with training, installation, trouble-shooting and on-site support.

Ongoing Customer Support

- The City of Olympia’s designated customer support manager, Ananda Aleman, will be the single-point-of-contact support contact for the City. Ananda will streamline all support needs

* RFP Response Excerpts/Edited to Incorporate into the Contract as Exhibit "A," Page 19



for the City of Olympia, including but not limited to hardware, software, billing, marketing, and credit card processing.

- A regional product support technician will also be assigned to the City, who will work closely throughout the partnership with the City's meter technicians and administrators who work with the Data Management System. They will provide customer support to the City during the hours of 8:00am to 5:00pm PST.
- The public-private partnership between the City and IPS will continually be fostered by IPS Group's team of financial, sales and marketing, and administrative experts who will ensure the City is attaining all of their goals throughout the contract.
- Additional services and products that are continually being developed by the IPS research and development team will be introduced to the City as they become available.
- IPS has a 24/7/365 answering service (1-877-630-6638) which will allow the City to contact an IPS support representative at any time in an emergency.

In addition to a designated Customer Support Manager, IPS will designate the following personnel to support the City throughout the project.

David W. King, President & CEO

Role: Authorized to Bind and Negotiate



David King is the founder and Chief Executive Officer of IPS Group, Inc. A leader in telecommunications for over twenty years and the senior brainchild behind the solar powered single-space parking meter, King's responsibilities include leadership and oversight of all the Company's initiatives and operations.

As a business leader, King has had a far reach across the globe. In South Africa, King was an executive for Barlow Rand Limited, the largest industrial company in the country. King also served as President of Telkor Pty, a large high-tech telecommunications and military electronics company employing over 1000 employees, half of which were highly skilled engineers. In 1994, King started IPS Group Pty ---and in 2001 DeLoitte and Touche named IPS as the fastest growing

technology company in South Africa. In 2002, King relocated to the U.S. to oversee the creation and commercial success of IPS Group, Inc., USA.

Chad P. Randall, Chief Operating Officer

Role: Authorized to Bind and Negotiate



Chad Randall serves as Chief Operational Officer of IPS Group, Inc. As COO, Randall is responsible for the broad oversight of IPS Group's ongoing operations and maintains direct supervision of the Company's business development unit. Randall joined the Company in 2008 at his current position, bringing many years of Fortune 500 corporate experience in both the automotive and instrumentation industries.

In addition to business management, Randall has functional experience in engineering, manufacturing, marketing and product line management. Prior to taking on the role of COO at IPS Group, Randall was responsible for a global product line of \$100M+ for a Fortune 250 Corporation. Randall holds a Bachelor of Science in Mechanical Engineering from Rose-Hulman Institute of Technology and a Masters in Business Administration from Harvard Business School.



Alexander M. Schwarz, Chief Technical Officer

Role: All Meter and Back Office Technical Integration



Alex Schwarz serves as the Chief Technical Officer of IPS Group, Inc. As CTO, Schwarz has played a major role in the development of IPS' flagship product, the solar powered single-space parking meter and is responsible for the oversight of IPS Group's research and development efforts.

Schwarz joined IPS Group in 1998 as a specialist in information technology and cellular telecommunications. Schwarz has comprehensive knowledge of the design and manufacturing of electronic peripherals, electronic parking meters and cellular interface technology (CDMA and GSM). As a telecommunications developer, he has worked extensively with all of the major cellular network providers, including *Verizon* and formerly *Cingular Wireless*. In 2002, Schwarz relocated to the U.S. with David King to establish the technology platform for future IPS product development activities. Schwarz was awarded a Bachelor of Science in Electrical Engineering from the University of Witwatersrand, South Africa.

Johnny Waldo, General Manager, Midwest & Southern Regions

Role: City of Olympia Project Manager



Johnny Waldo serves as General Manager & Director of Sales, Midwest & Southern Regions. As the designated project manager for the City of Olympia, Waldo will participate in any required meetings or presentations related to this project. In addition, he will oversee the installation and deployment of the new meters which includes gathering information related to the location of the new meters, rate configurations, and sensors installations. He joined IPS in 2011 and brings to the team over 35 years of experience in on and off-street parking as well as single and multi-space parking systems. Along with Waldo's tenure and experience, he boasts an impeccable sales record along with an astute working knowledge of the technical and mechanical aspects of all parking systems. Waldo's educational background is in both mechanics and electronics, giving him a solid foundation for working with IPS. In addition, his prior experience as Mayor of Dover, AR gives Waldo a unique perspective with regard to public / private partnerships.

Ananda Aleman, Customer Support Manager

Role: City of Olympia Customer Support Manager



Ananda Aleman joined IPS Group in January 2009 as the company's Accounting Manager. Aleman has a strong background in operations and finance and has recently transitioned into her new role as Customer Support Manager for the Midwest-Southern regions. Her extensive knowledge of IPS parts and processes has made this a very smooth and natural transition. Aleman will be the City of Olympia's single-point of contact and will facilitate installation set-up and ongoing support for the City throughout the contract.

Paul Thomson, IPS Technical Support Manager



Role: City of Olympia Technical Support Manager

Paul Thomson serves as the primary support technician and manager of the technical support team for IPS Group. As a former operations manager, Thomson has experience managing teams of 100+ remote technicians, establishing a successful RMA program, providing timely and efficient customer support, and creating field service quality metrics. Thomson has over 20 years' experience in the high-tech industry, including telecommunications, biometric security and video-based fleet vehicle telematics.



DETAILED OUTLINE OF TRAINING PLAN

IPS will travel to the City to conduct a comprehensive hands-on training with meter shop, maintenance, enforcement and administrative staff to provide a thorough orientation of the meter. IPS will also conduct a web-based training for staff on the management software at a time determined by and convenient for the City.

Training is included in the pricing offered in this document. IPS will provide the initial training as part of any purchase associated with this RFP. Due to the simplicity of our IPS meter, training is very intuitive.

The following training will be provided:

Training Subject: Meter Maintenance	
Element	Description
Subject Matter	To introduce maintenance and operational staff with basic meter use and operating features, including primary construction & disassembly, meter installation & removal, coin and card transactions, primary diagnostics tools, standard operating parameters, first line troubleshooting, and basic repair. Session also includes FAQs and Q&A session.
Primary Audience	All maintenance and operations staff
Training Sessions Offered	1-2 days or as requested by the City of Olympia
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	During and after installation
Location of Training	Olympia Meter Shop or location TBD by the City
Training Provided By	Regional Field Service Technician

Training Subject: Finance / Accounting / Audit	
Element	Description
Subject Matter	To provide overview of IPS meter management system reporting capabilities covering all financial reports, credit card settlement, coin reconciliation and transaction details.
Primary Audience	Operations Supervisors/Managers, Administration, Data Analysts, Finance & Accounting Managers
Training Sessions Offered	1-2 days or as requested by the City of Olympia
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	30 days prior to installation, and then 30 days post installation
Location of Training	TBD by the City
Training Provided By	IPS Group Project Manager



Training Subject: Enforcement	
Element	Description
Subject Matter	Demonstrate how IPS meters are operated by a user as well as how to perform visual enforcement. Training will also demonstrate meter flexibility and configuration options that can be used to make enforcement as easy as possible.
Primary Audience	Enforcement Staff / Supervisors, Adjudication Staff
Training Sessions Offered	1-2 days or as requested by the City of Olympia
Training Hours per Student	1-2 hours per session, 1-2 total training hours (or as needed)
Students Eligible to Train	8-10 per session, no limit to number of total students
Proposed Schedule	Post-installation
Location of Training	Enforcement staff offices or location TBD by the City
Training Provided By	Regional Field Service Technician

Training Subject: Meter Management System Usage	
Element	Description
Subject Matter	Provide thorough review of all financial, technical, administrative reporting capabilities, specific to each functional user group, in addition to more advanced training for system administrators who will use multiple reporting areas, data analysis, as well as meter configurations.
Primary Audience	Operations Supervisors/Managers, Adjudication Staff, Project Mangers, System Administrators
Training Sessions Offered	1-2 days or as requested by the City of Olympia
Training Hours per Student	1-2 hours per session, 8-10 total training hours (or as needed)
Students Eligible to Train	5-10 per session, no limit to number of total students
Proposed Schedule	Prior to installation, and then 30 days post installation
Location of Training	TBD by the City
Training Provided By	IPS Group Project Manager

Online Training

Online video training may be used as a substitute and will be free of charge. Training Manuals will be provided during the in-training session and are also available online (as part of the management system) for download at any time. As updates to the training manuals are made, these are automatically available on the web-based management system.

Ongoing Training

IPS is committed to the continuing education of City staff. IPS will not only provide responsive service and training during the City's installation of IPS meters and sensors, but will continue to be attentive to the needs of the City throughout the term of the contract. Ongoing training will be available at the request of the City for the life of the contract and training/troubleshooting tools will be accessible at any time through the Data Management System.



CHAPTER 3 | EQUAL BENEFITS COMPLIANCE DECLARATION FORM

IPS Group, Inc. will comply with the City of Olympia's Equal Benefits Ordinance. Please see the following attached forms.





CHAPTER 4 | ADDITIVE – TRADE IN OF OLD EQUIPMENT

Note: The City of Olympia does choose to take this additive option.

Please indicate whether or not your company can offer a trade in value for the City's existing fifty (50) parking pay station machines.

List the value for the existing multi-space pay station machines, which are described as follows: MacKay Guardian Multi Parking Machines, solar powered, accepts coin, credit card, with GPRS or CDMA modem for wireless communication. Equipment was purchased new and installed between February, 2010 and April, 2010 and has been in use since that time.

IPS is offering the City a trade in value for the City's existing pay stations of \$1250 per machine, for a total of \$62,500.00. This buy back option is reflected in the pricing section of this proposal. This includes the associated costs of removal from the existing sidewalk**, handling and transportation. This does not encompass any additional civil work.

In addition to listing trade in value, please indicate how the old equipment will be disposed of: will it be re-used, recycled, or otherwise disposed of in a landfill.

All attempts will be made to reuse and redeploy the existing meter to clients that may have a need, such as off-street locations. Alternatively, they can be sold for spare parts value with the remaining portions of the meter recycled and/or disposed of in accordance with local environmental regulations.

**** Provided removal only requires unfastening the meters and no concrete work.**





CHAPTER 5 | PRICING

Pricing: Approaches to Purchase, Leasing, or Financial Agreements

IPS is pleased to provide various options for purchase, lease and/or lease-purchase. Each option has various benefits and disadvantages to the City and is outlined below, however, IPS is capable and experienced in providing all financing arrangements, including direct financing as well as using third parties, such as local banks and private municipal lenders. In addition, IPS has the flexibility to offer hybrid solutions to maximize the flexibility that the City needs and the budget that is available. Ultimately, more flexibility and risk for the lender means higher costs for the City, however, IPS is and will be a committed partner to work with the City to explore these traditional opportunities as well as alternative solutions, an example of which is listed below.

Note: *The City of Olympia will purchase the meters.*

Purchase: A traditional capital budget method, which represents most of the agreements that IPS has today. If capital is available, this option can be used to avoid additional interest.

Purchase Options	Costs (subject to terms & conditions)	Primary Benefits	Primary Disadvantages
Purchase Note: The City of Olympia is choosing the purchase option	n/a	<ul style="list-style-type: none"> One-time capital cost and no interest City has complete ownership of equipment at time of installation/delivery 	<ul style="list-style-type: none"> Capital outlay is larger vs all options Requires City to appropriate funds in advance.



Pricing: Capital Purchase

IPS is pleased to provide an elaboration of pricing details for our credit card enabled single space meter for the City of Olympia.

We believe that IPS provides the very best, most proven credit card enabled single-space meter technology solution, which equates to the best possible value for the City. We also believe in transparency which is why we **outline all costs up front** so that you will not be surprised. This is especially true when it comes to credit card costs. It is not enough to say that the customer will be responsible to set up a third-party credit card gateway service or that additional fees associated with that service will apply. Instead, IPS discloses all of these fees up front, very clearly, so that our customers can make a fully informed decision. It is this transparency and sense of partnership that sets IPS apart from the competition. Below are the costs associated with a standard capital purchase of 330 meter mechanisms, housings and associated costs. Pricing does not include meter poles or pole installation.

IPS Parking Meter Solution			
Meter Hardware	Meters	Cost Per Meter	Extended Cost
Credit Card Enabled Single Space Meter Mechanism (includes 12 month warranty, RFID tag, meter top, FOB San Diego, CA)	330	\$475.00*	\$156,750.00
Installation, Training, and Commissioning	330	\$10.00	\$3,300.00**
Shipping (per meter mechanism)	330	\$7.50	\$2,475.00
Duncan Model 90 Style Single –Space New Meter Housing (or equivalent) (FOB Customer Location, Standard locks, sealed coin canister with 12 month warranty, and keys)	330	\$245.00	\$80,850.00
Multi-Space Meter Removal Credit (Note: The City of Olympia does choose to take this additive option.) (includes IPS removing pay-stations from existing sidewalk and transportation costs. No additional civil work included.)	50	\$1,250.00	(-\$62,500.00)
Total Cost:			\$180,875.00

*Discounted quote based on the total meter opportunity in City of Olympia, WA

**Installation, training and commissioning not to exceed \$5,000.00 excluding housings.

Alternative housing pricing is given below should the City choose to purchase refurbished single space housings. Note: The City of Olympia does choose the refurbished housing option.

Alternative Housing Option				
Item	Meters	Cost Per Meter	Extended Cost	Savings with Refurbished Meter Option
Duncan Model 90 Style Single-Space Refurbished Meter Housing (or equivalent) (FOB Customer Location, Standard locks, sealed coin canister with 12 month warranty, and keys)	330	\$195.00	\$64,350.00	-\$16,500.00



Standard Ongoing IPS Data and Management System Fees

IPS recommends option 1 for the City of Olympia, WA.

Note: The City of Olympia does choose the recommended option (option 1).

Ongoing Data & Management System Fees			
Cost per month per space	Recommended Option 1		
Management System License Fee & Base Wireless Data Fee*	\$5.75		
Secure Credit Card Gateway Fee (per credit card transaction)	\$0.13		

*Base data fee includes all base data requirements for the meter including real time reporting of credit card transactions and maintenance alerts.

BEST RATE GUARANTEE: In order to provide the most economical plan available for the customer, upon customer request, IPS will move customer to least-cost plan shown above at no additional cost if another fee structure offered would be more beneficial to the customer.

NOTE: Additional ongoing costs associated with wireless services, management system access, and credit card fees are ongoing and outlined above. All pricing does not include any applicable state or local taxes that are required to be paid by the City currently or in the future. Credit card fees are not inclusive of any additional fees charged by the Customer's Bank or Processor. Ongoing fees are subject to annual adjustment due to increases in Inflation as published by the US Bureau of Labor Statistics for All Items Consumer Price Index for All Urban Consumers (CPI-U) for the U.S. City Average, and will not exceed 3% annually.

Note: The City of Olympia has not selected any extended warranty option.



Meter and Management System Customizations & Upgrades

- IPS customizations will be evaluated and quoted at the time of request. Standard hourly fees for customizations are \$150 per hour.
- Client may, from time to time, wish to implement available upgrades in meter hardware and software. Additional hardware costs will be paid by the Client as provided for in a quote by IPS separate from or by mutual written amendment to any agreement. The Client maintains the sole City to determine when and where such upgrades will be implemented.
- IPS will make available software upgrades at no additional charge to the City. However, any data costs associated with downloading such software upgrades to parking meters will apply. Additional charges may apply for new software that requires new or upgraded hardware. A meter firmware change will cost \$2.50 data charge per meter if based on a customer driven customization.
- Note the City of Olympia does not want the real-time data reporting features listed here at this time

Add \$2.75 per meter per month for additional real-time data reporting features, such as real time coin transactions or directed enforcement notifications from IPS sensors. This would also be required if real-time meter data is necessary to sync with a 3rd party sensor system. This fee is not typically required for efficient visual enforcement of IPS meters; however, if real time coin payment is a requirement, then this additional data fee will apply.



Optional Vehicle Detection

Note: The City of Olympia has not selected the vehicle detection system at this time.

IPS is pleased to provide pricing details for our optional vehicle detection system, which will be seamlessly integrated into the IPS management system via the wirelessly enabled single space meter system. This system is not designed to monitor unmetered locations. System costs do not include any additional permitting costs that may be required and will be added to any invoice submitted.

Vehicle Detection System		
Item	Sensors (Spaces)	Cost per Space
Vehicle Detection Sensors (12 month warranty, FOB San Diego, CA)	<1000	\$250.00
Vehicle Detection Sensors (12 month warranty, FOB San Diego, CA)	>1000	\$225.00
Installation, Training and Commissioning (per sensor)		\$45.00
OPTIONAL: Extended Sensor Warranty (each additional 12 months)		\$45.00

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

Ongoing Sensor Costs	
Item	Cost per Month per Space
Management System / Base Data Fee	\$3.50
<i>Optional: Real Time Reporting Fee*</i>	\$2.75
Total (including optional real time fee)	\$6.25

** Real Time Reporting Fee is not required to be paid again if already using real time data fee option on IPS meters. Real time data fee covers the real time reporting of vehicle presence for the purpose of real time maps or real time enforcement.*

NOTE: Ongoing fees are subject to annual adjustment due to increases in Inflation as published by the US Bureau of Labor Statistics for All Items Consumer Price Index for All Urban Consumers (CPI-U) for the U.S. City Average, and will not exceed 3% annually. Real time reporting fee not required if already using real time reporting fee on the IPS meter.



Sensor Installation & Training

- **Note: The City of Olympia has not selected the vehicle detection system at this time and will not be doing the sensor installation or training at this time.**

Initial installation, commissioning, and testing services costs will be covered as part of the installation and commissioning fee above. Additional costs associated with permitting will be added at cost to this proposal.

- Future fees will be quoted on an as-needed basis. Reimbursement for future travel expenses (food, lodging, transportation, hotel and flight accommodation) will also be included for all on-site personnel and will be submitted in line with the GSA Domestic Per Diem Rates along with additional labor rates based on \$20 per hour.

Delivery and Payment Terms Applicable to all Equipment

Delivery Terms

- **Delivery** – Standard lead time is 60 days from order placement. IPS may be able to bring this date forward based on current inventory levels.
- **Freight** – FOB Customer Location.

Payment Terms

- Net 30
- IPS will offer a 1% discount based on Net 7 payment.
- A service charge of 1.5% per month or the lawful prevailing rate, whichever is lower, will be applied to all invoices which are past due



Optional Pay-By-Cell

Note: The City of Olympia has not selected the optional pay-by-cell at this time.

IPS is pleased to provide pricing details for our optional integration with pay-by-cell phone systems, which will be seamlessly integrated into the IPS management system via the wirelessly enabled single space meter system. No applicable taxes are included in any pricing below.

Ongoing Pay-by-Cell Costs	
Item	Cost per Transaction
Pay-by-Cell Data Push Fee	\$0.10
<p><i>Pay-by-cell service and data feed provided by 3rd party to be selected by City. This is the data charge to push real-time payments to the meters. (Alternate pricing of \$1.25 per meter per month unlimited pay-by-cell transactions vs. per transaction pricing above).</i></p>	

The pay-by-phone data push is an optional service which will push purchased parking meter time to the meter in real-time. Real time data push may reduce battery life to less than 12 months depending on location and operating parameters. IPS has battery saving methodologies that can be implemented if selected.

It is also possible to implement pay-by-cell without a real time data push to the meter, which will not incur this cost and will extend battery life



IPS LIMITED WARRANTY

IPS will provide a limited warranty for any new meter or sensor product manufactured and supplied by IPS for 12 months against defects in materials and workmanship from the point of installation or 15 months from the date of delivery, whichever is sooner, and 90 days from the date of delivery received in the case of spare or repaired products. IPS does not cover defects caused by improper care or use, lack of preventative maintenance, and does not warranty any defects due to vandalism or other factors contained as a part of the Force Majeure clause below.

Additional Provisions:

- IPS must have the opportunity to assist in the initial deployment and system installation
- Repair or replacement under warranty of any defective product (including any meter or subcomponent) does not extend the warranty period for that product or subcomponent
- IPS will either repair or replace products or subcomponents, at our discretion, that are found to be defective within the defined warranty period
- Returns for credit will only apply once IPS has received defective product (including any meter or subcomponent) and confirmed that defects were within the warranty period and are covered under the terms and conditions of the warranty provided.

Exclusions:

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

Preventative Maintenance (Meters):

- Preventative maintenance will be similar to current single-space parking meters. However, the primary elements will be a working battery, card reader and coin validator.
- Meters surfaces should be kept clean with mild soap and water
- The card reader heads should be cleaned with a cleaning card every 1-2 months to ensure optimum performance. Cleaning cards may be purchased from IPS.
- At 9-12 month increments, the coin validator shall be visually inspected for any damage or debris. Compressed air may be used to keep the card reader and coin acceptor clear of debris, every 9-12 months.
- Additional preventative maintenance shall be administered by City Staff at such time as it is apparent to be necessary, even if it should occur on a more frequent basis than described herein.
- City, at its own cost and expense, shall keep the equipment in good repair, condition and working order after warranty expiration.



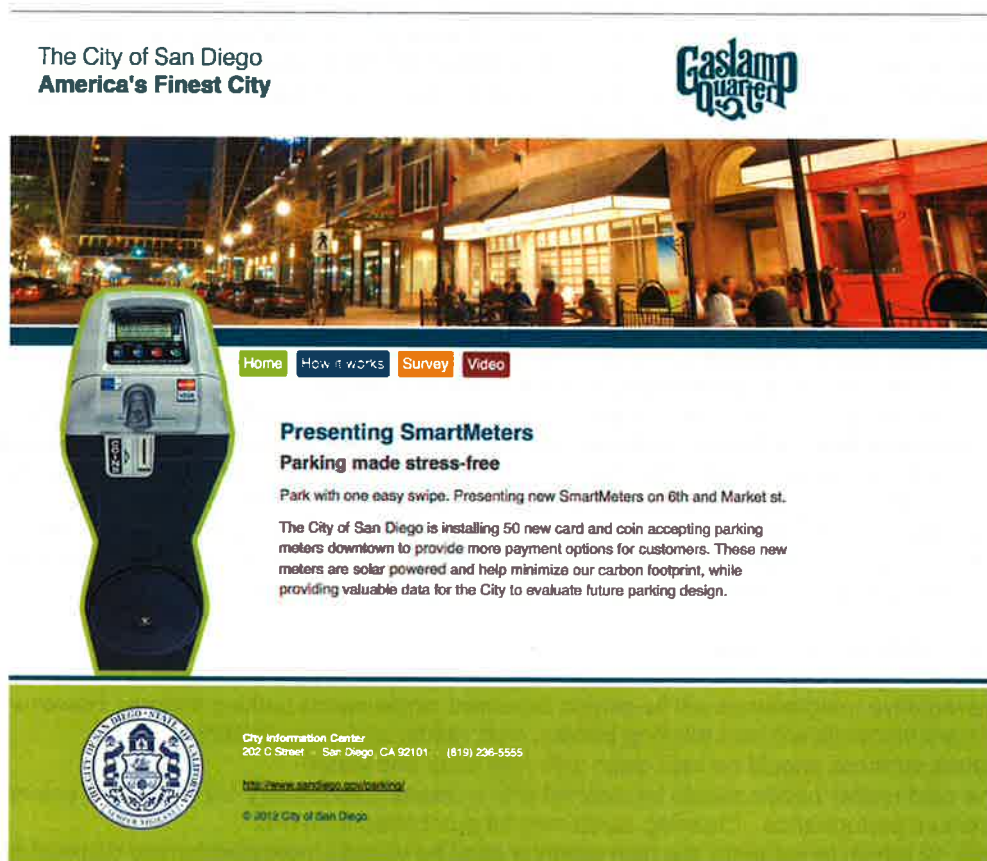
APPENDIX: MARKETING/PUBLIC RELATIONS

In order to help the City introduce IPS SmartMeters to their parking public, IPS Group is offering the City of Olympia a custom designed website for the public to:

1. Learn how to use the parking meter through written directions and a how-to video tutorial
2. Answer questions through an online survey tool regarding their experience with the meter
3. Better understand why the change has been implemented

www.ipsgroupinc.com/demo

(View of homepage of IPS Demo Website, modifiable to City's needs)



These tools will not only help educate the public, but will also help the City of Olympia collect valuable data regarding their parking experience. Customized survey questions, website language, and meter location map not only give the public a City specific viewing experience, but they also help customers ensure they are supplying their constituents with the most comprehensive site possible.

City Flyer – Included in the Appendix you will find an example of the IPS Demo flyer that is modifiable to meet the City's needs (2 pages, front and back).



APPENDIX: CORPORATE SOCIAL RESPONSIBILITY

IPS Group, Inc. believes very strongly in making a positive impact in the world, and that includes making a difference to our cities' employees, community and constituents. With a focus on the triple bottom line (people, planet, and profit), IPS is ensuring that we remain mindful of the public's interest. As IPS achieves rapid growth, it is our goal to include the public's interest with our success.

To that end, IPS has woven a corporate social responsibility (CSR) goal into our mission statement. IPS is committed to offering our customers a public-private partnership as a means of giving back to the community through the profit of our parking meters. This approach is customized for each city.

Currently IPS Group has (or is in progress) partnered with the following Cities to offer donations for their preferred charitable programs:

- City of Denver, CO
- City of San Diego, CA
- City of Athens, GA

Upon bid award, IPS Group would be happy to work with the City of Olympia to help fund their selected local charity by installing IPS meters to take donations at. The program garners widespread public support and offers the City a way to give back to the local community. Additional public relations and marketing support will be provided by IPS Group.



****IPS has recently won the prestigious *Vic Kops Humanitarian Award* for the donation of meters for the City of San Diego's *Movin' Home* campaign to end homelessness. We are very humbled and proud of this honor and hope to replicate the program in the City of Olympia.**



APPENDIX: SAMPLE DMS REPORTS

**Homepage
(For example only)**

The screenshot displays the homepage of the IPS Group DMS. At the top left is the IPS Group logo. The top right shows a user login area with the text: "Welcome, Emily Koone", "Logout", "Last Login: 06-28-2012 03:16:53", and "Customer: Demo". Below the header is a navigation menu with items: DASHBOARD, MAPS, ROUTES, FINANCE, SUMMARY, DETAIL, TECHNICAL, EXCEPTIONS, ADMIN, and MY ACCOUNT. A search bar is located on the right side of the dashboard area.

The main content area is organized into several columns of links:

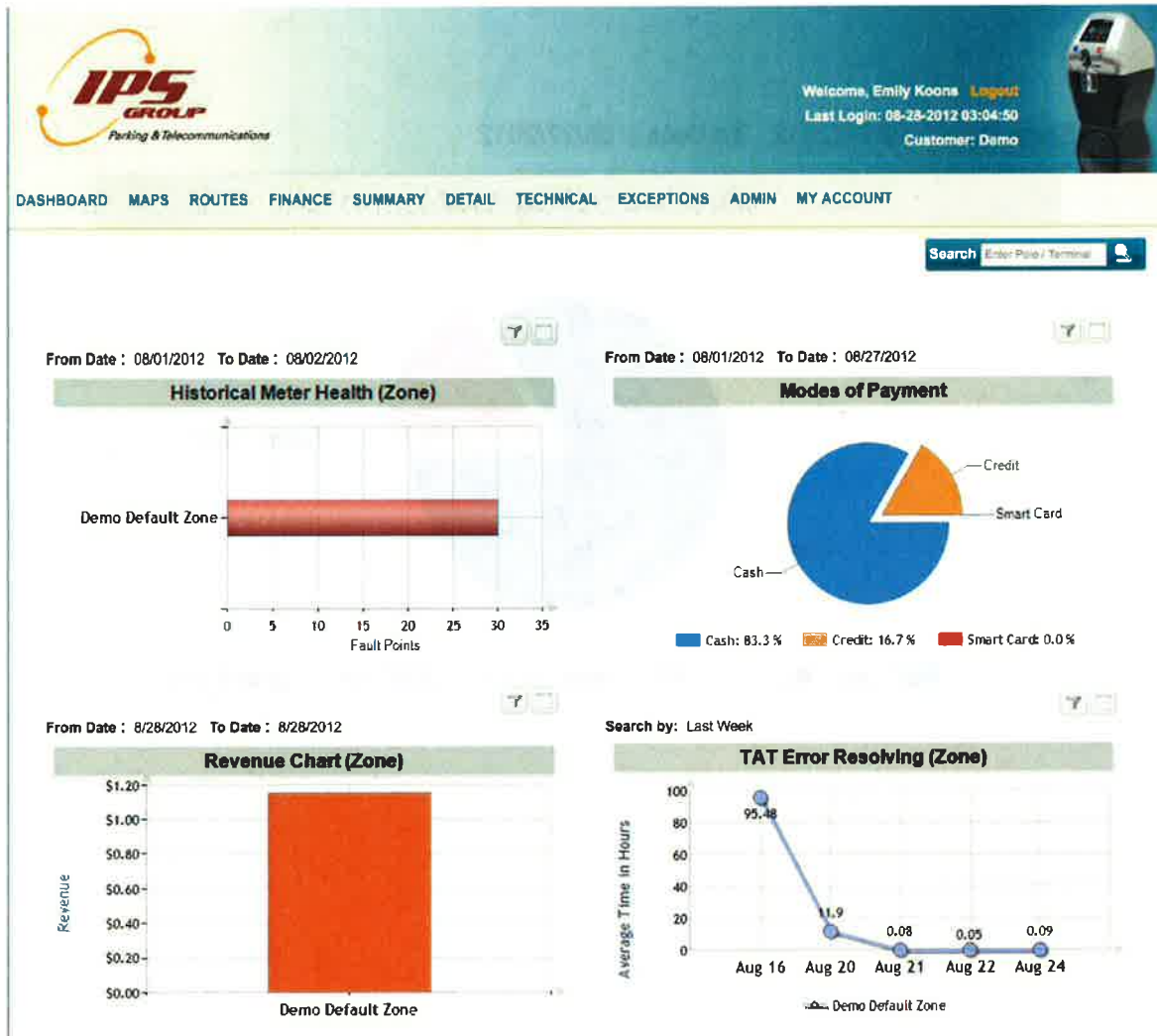
- DASHBOARD**: (Empty)
- MAPS**: Meter Locations Error, Meter Locations Finance, Meter Locations Standard, Sensor Occupancy
- FINANCE**: Applied Rate, Billing Summary, Coin Collection, Coin Collection Summary, Coin Revenue, Credit Card Settlements, Credit Card Types, Find Credit Card Transaction, Refunds - Processed, Revenue Between Collections, Smart Card
- TECHNICAL**: Battery Voltage, Call-in Count, Pole Events, Pole Status History, Power System Health, Solar Voltage, Terminal Events
- MY ACCOUNT**: Change Password, Customizo Dashboard, SSPM User Manual, User Guide For Access Cards
- SUMMARY**: Annual Revenue, Coin Acceptance Summary, Coin Collection Average, Coin Collection Totals, Daily Revenue, Daily Statistics, Hourly Revenue, Monthly Revenue, Monthly Statistics, Monthly Statistics Enhanced, Range Summary, Transaction Summary
- EXCEPTIONS**: Coin Box Exception, Coin Collection Exceptions, Fault Summary, Faulty Motors, Monthly Events Summary, Non-reporting Motors, Transaction Exceptions
- ROUTES**: Coin Collection Routes
- DETAIL**: Find Pole, Meter Access Card, Meter Coin Collector Card Report, Meter Coin Collector Report, Meter Credit Card, Meter Diagnostic Card Report, Meter Pole Audit, Pole Transaction Detail
- ADMIN**: Assign Configurations, Assign RFID, Assign Terminals, Configuration Update Log, Distribution List, Find RFID, Inactive Poles, Installation Report, Inventory Detail, Manage Areas, Manage Poles, Manage Route, Manage Sub-areas, Manage Zones, Orphan Poles, Pole Configurations, Set Terminal Location, Spare Terminals, User Administration

At the bottom of the page, there is a footer with the website URL "www.ipsgroupinc.com", the copyright notice "Copyright © 2012 IPS Group Inc. All Rights Reserved. [2]", and social media icons for Facebook, Twitter, LinkedIn, and YouTube.

* RFP Response Excerpts/Edited to Incorporate into the Contract as Exhibit "A," Page 36



**MMS Dashboard
(For example only)**



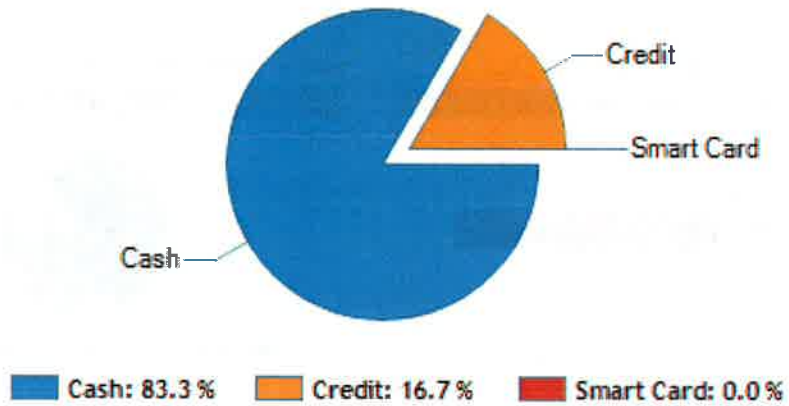


**MMS Dashboard Modes of Payment
(For example only)**



From Date : 08/01/2012 To Date : 08/27/2012

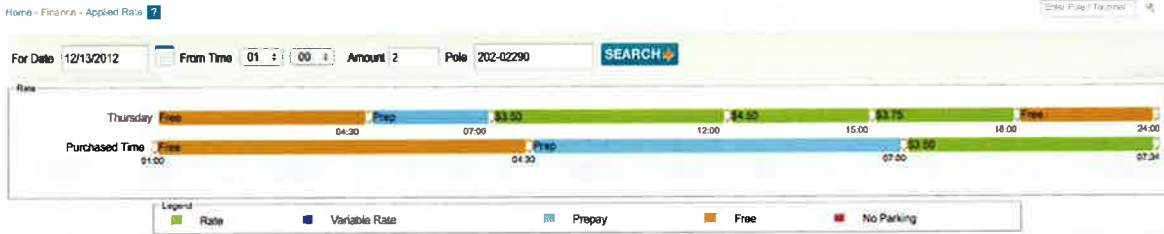
Modes of Payment





FINANCIAL REPORTS

Applied Rate (For example only)



Coin Collection Detail (For example only)

Home - Finance - Coin Collection Detail

Year: 2013 Month: JAN Collection Date: 01/04/2013

Zone: Default Zone Area: Beach Sub Area: SEARCH

EXPORT Records per page: 25

Pole	Collection Time	\$0.00	\$0.05	\$0.10	\$0.25	\$1.00	Coin Total	Total Revenue (\$)	Unrecognized
Q-06	08:38:16	0	0	0	0	0	0	\$0.00	0
Q-06	08:38:27	0	0	0	0	0	0	\$0.00	0
Q-07	08:36:31	0	0	0	0	0	0	\$0.00	0
Q-07	08:36:40	0	0	0	0	0	0	\$0.00	0
Q-01	07:31:21	0	0	0	0	0	0	\$0.00	0
PH06	08:31:02	0	0	0	0	0	0	\$0.00	0
PH04	08:30:29	0	0	0	0	0	0	\$0.00	0
PH04	13:30:07	0	0	1	1	2	4	\$0.65	0
PH03	08:46:31	0	0	0	0	0	0	\$0.00	0
PH03	13:30:21	0	0	1	0	2	3	\$0.55	0
PH02	08:46:13	0	0	0	0	0	0	\$0.00	0
PH02	08:46:29	0	0	0	0	0	0	\$0.00	0
PH02	13:30:23	0	0	1	1	2	4	\$0.65	0
PH01	08:43:46	0	0	0	0	0	0	\$0.00	0
PH01	08:44:26	0	0	0	0	0	0	\$0.00	0
PH01	13:30:25	0	0	1	1	2	4	\$0.65	0
Page Total		0	0	4	5	40	49	\$10.70	0
Grand Total		0	0	14	13	61	86	\$17.25	0

Page 1 of 2 (44 items)



Coin Acceptance Summary (For example only)

Home » Finance » Coin Collection Summary Enter Pin# / Terminal

From Date: 12/08/2012 To Date: 01/08/2013 SEARCH

EXPORT Records per page: 100

City: Demo

Drag a column header here to group by that column

Zone	\$0.01	\$0.05	\$0.10	\$0.25	\$1.00	Unrecognized
Demo Default Zone	0	35	2	101	0	0
Page Total	0	35	2	101	0	0
Grand Total	0	35	2	101	0	0

Page 1 of 1 (1 items)

Credit Card Settlements (For example only)

DASHBOARD MAPS ROUTES FINANCE SUMMARY DETAIL TECHNICAL EXCEPTIONS ADMIN MY ACCOUNT

Home » Finance » Credit Card Settlement Search Enter Pin# / Terminal

From Date: 07/01/2012 To Date: 08/28/2012 SEARCH

EXPORT Records per page: 100


Settlement Date	Transactions	Total Gateway Fee (\$)	Total (\$)	Net Total (\$)	Average Transaction Amount (\$)
07/15/2012	2	0.00	3.2500	3.250000	1.6250
07/15/2012	2	0.00	2.7500	2.750000	1.3750
08/07/2012	1	0.00	1.0000	1.000000	1.0000
08/14/2012	1	0.00	1.2500	1.250000	1.2500
08/20/2012	4	0.00	4.2500	4.250000	1.0625
Page Total	10		\$ 12.5000	\$ 12.500000	
Grand Total	10		\$ 12.5000	\$ 12.500000	

Page 1 of 1 (5 items)


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Coin Revenue (For example only)



Welcome, Emily Koons [Logout](#)
 Last Login: 08-28-2012 03:16:53
 Customer: Demo



DASHBOARD | [MAPS](#) | [ROUTES](#) | [FINANCE](#) | [SUMMARY](#) | [DETAIL](#) | [TECHNICAL](#) | [EXCEPTIONS](#) | [ADMIN](#) | [MY ACCOUNT](#)

Home > Finance > Coin Revenue Search

This report shows the cumulative coin box volume (since the last collection) for each meter on a given day.

Date:





Zone: : Area: : Sub Area: :

Records per page:

Drag a column header here to group by that column										
Pole	\$0.05	\$0.10	\$0.25	\$1.00	Coin Total	Revenue (\$)	Unrecognized	Coin Capacity	Coin Box Full (%)	
V-02	0	3	3	2	8	3.05	9	-60	0.00	
SS-02	10	1	49	0	60	12.85	1	-60	0.00	
SS-01	19	2	15	0	36	4.90	0	-60	0.00	
MK5_001	0	0	0	0	0	0.00	0	60	0.00	
MJB1	0	2	5	0	7	1.45	1	60	2.43	
MeterIP11	0	0	12	0	12	3.00	0	60	5.00	
CollectionCart6095	9,221	18,442	53,306	64	81,033	15,695.75	104,566	1,500	116.03	
250-11	0	0	75	12	87	30.75	0	60	51.25	
123-45678	13	8	38	0	59	10.95	0	60	10.25	
Page Total	9,263	18,458	53,503	78	81,302	\$ 15,762.70	104,577			
Grand Total	9,263	18,458	53,503	78	81,302	\$ 15,762.70	104,577			

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TECHNICAL REPORTS

**Battery Voltage
(For example only)**

Home - Technical - Battery Voltage

Search

Zone Area Sub Area **SEARCH**

EXPORT Records per page:

Drag a column header here to group by that column

Pole	Meter	Reported Date-Time	Voltage
250-11	0039441	08/28/2012 03:42:58 PM	4,979
4001	0068467	07/25/2012 02:19:00 PM	1,248

Page 1 of 1 (2 items)

Key :

	v <= 4500 mV
	4500 mV < v <= 5800 mV
	v > 5800 mV
	No Data Available



Call in Count (For example only)

Home - Technical - Call in Count Enter Page Number

From Date: 01/07/2013 From Time: 00 : 00 :
 To Date: 01/08/2013 To Time: 23 : 59 : [SEARCH](#)

[EXPORT](#) Records per page: 100

Drag a column header here to group by that column

Zone	Area	Sub Area	Pole	Call in count
Default Zone	Beach	Coast Blvd	C801	13
Default Zone	Beach	Coast Blvd	C802	8
Default Zone	Beach	Coast Blvd	C803	8
Default Zone	Beach	Coast Blvd	C804	7
Default Zone	Beach	Coast Blvd	C805	7
Default Zone	Beach	Coast Blvd	C806	6
Default Zone	Beach	Coast Blvd	C807	7
Default Zone	Beach	Coast Blvd	C808	6
Default Zone	Beach	Coast Blvd	C809	7
Default Zone	Beach	Coast Blvd	LD01	6
Default Zone	Beach	Coast Blvd	LD02	5
Default Zone	Beach	Coast Blvd	LD03	5
Default Zone	Beach	Coast Blvd	LD04	3
Default Zone	Beach	Coast Blvd	LD05	5
Default Zone	Beach	Coast Blvd	LD06	4
Default Zone	Beach	Coast Blvd	LD07	6

Page 1 of 1 (64 items)

[Create Filter](#)



Pole Events (For example only)

Home - Technical - Pole Events

Search

Zone: Area: Sub Area: Pole:

From Date: From Time: :

To Date: To Time: :

Records per page:

Drag a column header here to group by that column

Date	Time	Meter	Event Description
08/24/2012	15:26:33	0039441	Fault - Time or Config Error: Set
08/24/2012	15:26:33	0039441	Restart / Reset
08/24/2012	15:26:30	0039441	Fault - Time or Config Error: Cleared
08/24/2012	14:33:41	0039441	Diagnostics Mode - Exited
08/24/2012	14:33:41	0039441	Diagnostics Mode - Entered
08/24/2012	14:33:40	0039441	Fault - Time or Config Error: Set
08/24/2012	14:33:40	0039441	Restart / Reset
08/24/2012	14:33:40	0039441	Diagnostics Mode - Entered
08/24/2012	14:33:40	0039441	Fault - Time or Config Error: Set
08/24/2012	14:33:40	0039441	Restart / Reset
08/24/2012	14:33:40	0039441	Fault - Time or Config Error: Set
08/24/2012	14:33:40	0039441	Restart / Reset
08/24/2012	14:33:37	0039441	Fault - Time or Config Error: Cleared

1 Page 1 of 1 (13 items)



Pole Status History (For example only)

Home » Technical » Pole Status History Enter Pole / Terminal

Zone: **Demo Default Zone** Area: **Beach** Sub Area: **--Select--** Pole: **--Select--**

Terminal: **0029512**

From Date: **12/06/2012** From Time: **00 : 00**

To Date: **01/08/2013** To Time: **23 : 59** **SEARCH**

EXPORT Records per page: 10

Date	Time	Pole	Terminal	Main Battery Voltage	Backup Battery Voltage	Current Solar Voltage	Running Time	Revers	Software Version	Signal Strength	Last Connection Duration	Last Connection Duration
01/08/2013	02:12:08 PM	M-12	0029512	3,269	3,392	3,606	30	62	32.49	5	114	114
01/07/2013	02:19:33 PM	M-12	0029512	4,249	4,385	4,559	29	52	32.49	10	17	17
01/06/2013	04:53:43 PM	M-12	0029512	3,606	3,724	3,807	28	52	32.49	4	18	18
01/04/2013	05:13:01 PM	M-12	0029512	4,355	4,491	2,263	26	52	32.49	11	17	17
01/04/2013	03:53:45 PM	M-12	0029512	5,559	6,809	5,864	26	52	32.49	11	17	17
01/03/2013	11:18:18 PM	M-12	0029512	3,274	3,397	1,398	25	52	32.49	8	17	17
01/03/2013	05:12:56 PM	M-12	0029512	4,372	4,506	2,024	25	52	32.49	10	20	20
01/03/2013	05:12:40 PM	M-12	0029512	4,471	4,609	2,059	25	52	32.49	10	20	20
01/03/2013	11:12:18 AM	M-12	0029512	3,842	3,955	4,176	24	52	32.49	12	17	17
01/02/2013	08:16:42 PM	M-12	0029512	4,010	4,124	1,106	24	52	32.49	9	21	21

Page 1 of 12 (115 items)

Power System Health (For example only)

Home » Technical » Power System Health **Search** Enter Pole / Terminal

Zone: **Demo Default Zone** Area: **--All--** Sub Area: **--All--** **SEARCH**

Exception Report

EXPORT Records per page: 100

Zone	Area	Sub Area	Meter	Replacement Date	Battery Age Days	Days Used	Battery Usage Per
Demo Default Zone	IPI 2012	IPI Mk5	Mk5_NFC	6/10/2012 8:44:40 PM	50	1572	
Demo Default Zone	zzzCollectionCart	zzzCollectionCart	CollectionCart61C	6/29/2012 1:48:59 PM	54	2659	

Page 1 of 1 (2 items)



Solar Voltage Report (For example only)

Home - Technical - Solar Voltage

Search

Zone: : Area: : Sub Area: :

EXPORT

Records per page:

Detail

Drag a column header here to group by that column

Meter	08/22/2012	08/23/2012	08/24/2012	08/25/2012	08/26/2012	08/27/2012	08/28/2012
0039441	4,000	4,000	4,000	4,000	4,000	4,000	4,241
0068467	4,000	4,000	4,000	4,000	4,000	4,000	4,000

Page 1 of 1 (2 items)

Key:

	v < 4500 mV
	4500 mV < v < 5800 mV
	v > 5800 mV
	No Data Available

Terminal Events (For example only)

Home - Technical - Terminal Events

Search

Terminal:

From Date: From Time:

To Date: To Time:

EXPORT

Records per page:

Drag a column header here to group by that column

Date	Time	Pole	Event Description
01/08/2013	05:09:34 PM	YAL1202	Sensor - Timer Reset
01/08/2013	05:09:33 PM	YAL1202	Sensor - Space Vacant
01/08/2013	04:53:00 PM	YAL1202	Sensor - Space Occupied
01/08/2013	04:34:52 PM	YAL1202	Violation - Ended
01/08/2013	04:34:51 PM	YAL1202	Sensor - Space Vacant
01/08/2013	04:33:58 PM	YAL1202	Violation - Set
01/08/2013	04:31:58 PM	YAL1202	Sensor - Space Occupied
01/08/2013	04:20:20 PM	YAL1202	Sensor - Timer Reset
01/08/2013	04:20:19 PM	YAL1202	Sensor - Space Vacant
01/08/2013	04:03:47 PM	YAL1202	Sensor - Space Occupied

Page 1 of 39 (387 items)

* RFP Response Excerpts/Edited to Incorporate into the Contract as Exhibit "A," Page 46



SUMMARY REPORTS

Annual Revenue (For example only)

[DASHBOARD](#) [MAPS](#) [ROUTES](#) [FINANCE](#) [SUMMARY](#) [DETAIL](#) [TECHNICAL](#) [EXCEPTIONS](#) [ADMIN](#) [MY ACCOUNT](#)

Welcome, Emily Koons [Logout](#)
 Last Login: 08-28-2012 03:16:53
 Customer: Demo

[EXPORT](#)

Home > Summary > Annual Revenue

Search

Records per page **100**

City : Demo

Zone	2008	2009	2010	2011	2012
Demo Default Zone	20,203.52	169.95	203.50	215.06	191.10
Spares	0.00	2.00	13.20	15.55	1.25
Page Total	\$ 20,203.52	\$ 171.95	\$ 216.70	\$ 230.61	\$ 192.35
Grand Total	\$ 20,203.52	\$ 171.95	\$ 216.70	\$ 230.61	\$ 192.35

Page 1 of 1 (2 Items)


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Coin Acceptance Summary (For example only)



Welcome, Emily Koons [Logout](#)

Last Login: 08-28-2012 03:16:53

Customer: Demo



[DASHBOARD](#) [MAPS](#) [ROUTES](#) [FINANCE](#) [SUMMARY](#) [DETAIL](#) [TECHNICAL](#) [EXCEPTIONS](#) [ADMIN](#) [MY ACCOUNT](#)

Home > Summary > Coin Acceptance Summary Search

From Date: From Time:

To Date: To Time: [SEARCH](#)

[EXPORT](#) Records per page:

City: Demo

Drag a column header here to group by that column

Zone	Coin Count	Invalid Coins	Acceptance Rate (%)
Demo Default Zone	103,122	-1,182,008	1,246.22
Page Total	103,122	-1,182,008	1246.22 %
Grand Total	103,122	-1,182,008	1,246.22 %

1 Page 1 of 1 (1 Items)

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**Coin Collection Average
(For example only)**

Home - Summary - Coin Collection Average

From Date: 07/01/2012 To Date: 08/28/2012 **SEARCH**

EXPORT Records per page: 100

City: Demo

Zone Name	Meters Collected	Amount	Avg Collection
Demo Default Zone	15	-11,332,104.26	-755,473.62
Pago Total	15	-11,332,104.26	-755,473.62
Grand Total	15	-11,332,104.26	-755,473.62

Page 1 of 1 (1 items)

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Coin Collection Totals (For example only)

Welcome, Emily Koons [Logout](#)
 Last Login: 08-28-2012 03:16:33
 Customer: Demo

[DASHBOARD](#) [MAPS](#) [ROUTES](#) [FINANCE](#) [SUMMARY](#) [DETAIL](#) [TECHNICAL](#) [EXCEPTIONS](#) [ADMIN](#) [MY ACCOUNT](#)

Home » Summary » Coin Collection Totals

Search

From Date: 07/01/2012 From Time: 00:00
 To Date: 08/28/2012 To Time: 23:59 [SEARCH](#)

[EXPORT](#) Records per page: 100

Collection Date	Route	SubRoute	Amount collected
07/02/2012			0.00
07/03/2012			0.00
07/10/2012			0.10
07/18/2012			-11,332,105.49
07/25/2012			0.13
07/27/2012			0.00
08/25/2012			1.00


Page 1 of 1 (7 items)

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Daily Revenue
(For example only)



Welcome, Emily Koons [Logout](#)
 Last Login: 08-28-2012 03:18:53
 Customer: Demo



DASHBOARD MAPS ROUTES FINANCE SUMMARY DETAIL TECHNICAL EXCEPTIONS ADMIN MY ACCOUNT

Home > Summary > Daily Revenue

Search

Annual Revenue - Monthly Revenue - Daily Revenue

Year Month
SEARCH





[EXPORT](#)
Records per page

City : Demo

Days 1-10	Days 11-20	Days 21-31										
Zone	1	2	3	4	5	6	7	8	9	10		
Demo Default Zone	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	2.15	0.15	
Spares	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	
Page Total	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 2.15	\$ 0.15	
Grand Total	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 2.15	\$ 0.15	


1 Page 1 of 1 (2 items)

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Daily Statistics
(For example only)



Welcome, Emily Koons [Logout](#)
 Last Login: 08-28-2012 03:16:53
 Customer: Demo



DASHBOARD MAPS ROUTES FINANCE SUMMARY DETAIL TECHNICAL EXCEPTIONS ADMIN MY ACCOUNT

Home / Summary / Daily Statistics Search





From Date: From Time: : :
 To Date: To Time: : :
 Zone: Area: Sub Area: SEARCH

[EXPORT](#)

Drag a column header here to group by that column	
	Data
NumPoles	65.00
NumPolesWithRev	6.00
TotalCash	8.40
TotalCredit	6.50
TotalCreditViea	4.25
TotalCreditMTC	2.25
TotalCreditAmex	0.00
TotalCreditDhs	0.00
TotalSmartCard	0.00
TotalRevenue	14.90
Cash%	56.37
Credit%	43.62
SmartCard%	0.00
AvgCash/Pole	0.13
AvgCredit/Pole	0.10
AvgSmartCard/Pole	0.00
AvgRevenue/Pole	0.23
NumCredit	6.00
NumCash	30.00
NumCard	0.00

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**Hourly Revenue
(For example only)**

Home » Finance » Hourly Revenue

From Date: 07/28/2012 To Date: 08/28/2012

Zone: --All-- Area: --All-- Sub Area: --All-- SEARCH


EXPORT

Hour	Coin(\$)	Credit(\$)	SmartCard(\$)	Coin (%)	Credit (%)	SmartCard %	Total (\$)	Total Time Purchased (hours)
07:00:00	0.25	0.00	0.00	100.00 %	0.00 %	0.00 %	0.25	01.32
09:00:00	0.75	0.00	0.00	100.00 %	0.00 %	0.00 %	0.75	00.46
10:00:00	0.80	1.25	0.00	39.02 %	60.98 %	0.00 %	2.05	01.80
11:00:00	1.70	0.00	0.00	100.00 %	0.00 %	0.00 %	1.70	02.90
12:00:00	1.00	0.00	0.00	100.00 %	0.00 %	0.00 %	1.00	01.00
13:00:00	0.05	1.00	0.00	4.76 %	95.24 %	0.00 %	1.05	01.05
14:00:00	2.25	0.00	0.00	100.00 %	0.00 %	0.00 %	2.25	02.01
15:00:00	1.50	0.00	0.00	100.00 %	0.00 %	0.00 %	1.60	03.53
16:00:00	5.00	4.25	0.00	54.05 %	45.95 %	0.00 %	9.25	07.58
17:00:00	0.75	0.00	0.00	100.00 %	0.00 %	0.00 %	0.75	00.50
Grand Total	\$ 14.05	\$ 6.50	\$ 0.00	68.37 %	31.63 %	00.00 %	\$ 20.55	22.15


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Monthly Revenue (For example only)



Welcome, Emily Koons [Logout](#)
 Last Login: 08-28-2012 03:16:53
 Customer: Demo



[DASHBOARD](#) [MAPS](#) [ROUTES](#) [FINANCE](#) [SUMMARY](#) [DETAIL](#) [TECHNICAL](#) [EXCEPTIONS](#) [ADMIN](#) [MY ACCOUNT](#)

Home - Summary - Monthly Revenue Search

Annual Revenue - Monthly Revenue

Year: 2012 SEARCH

Records per page 100





City: Demo

Zone	JAN	FEB	MAR	APR	MAY	JUN	JUL
Demo Default Zone	18.05	0.05	7.70	47.95	31.90	53.55	15.85
Spares	0.00	0.00	0.00	1.25	0.00	0.00	0.00
Page Total	\$ 18.05	\$ 0.05	\$ 7.70	\$ 49.20	\$ 31.90	\$ 53.55	\$ 15.85
Grand Total	\$ 18.05	\$ 0.05	\$ 7.70	\$ 49.20	\$ 31.90	\$ 53.55	\$ 15.85

Page 1 of 1 (2 items)

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Monthly Statistics (For example only)

Drag a column header here to group by that column

	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec
# Meters Reporting Revenue	14	4	7	11	14	16	22	20	0	0	0	0
Total Cash	\$ 6.30	\$ 0.05	\$ 3.70	\$ 47.70	\$ 18.85	\$ 18.55	\$ 0.85	\$ 9.55	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00
Total Credit	\$ 12.75	\$ 0.00	\$ 4.00	\$ 1.50	\$ 15.25	\$ 35.00	\$ 0.00	\$ 0.50	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00
Total SmartCard	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00
Total Rev	\$ 18.05	\$ 0.05	\$ 7.70	\$ 49.20	\$ 31.90	\$ 53.55	\$ 15.85	\$ 10.05	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00
Total Rev with SmartCard	18.05	0.05	7.70	49.20	31.90	53.55	15.85	10.05	0.00	0.00	0.00	0.00
Cash %	29 %	100 %	48 %	97 %	52 %	35 %	62 %	80 %	0 %	0 %	0 %	0 %
Credit %	71 %	0 %	52 %	3 %	48 %	65 %	38 %	41 %	0 %	0 %	0 %	0 %
SmartCard %	0 %	0 %	0 %	0 %	0 %	0 %	0 %	0 %	0 %	0 %	0 %	0 %
Avg Cash / Pole	\$ 0.38	\$ 0.01	\$ 0.53	\$ 4.34	\$ 1.19	\$ 1.18	\$ 0.45	\$ 0.48	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00
Avg Credit / Pole	\$ 0.91	\$ 0.00	\$ 0.57	\$ 0.14	\$ 1.09	\$ 2.19	\$ 0.27	\$ 0.33	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00
Avg SmartCard / Pole	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00
Avg Rev / Pole	\$ 1.29	\$ 0.01	\$ 1.10	\$ 4.47	\$ 2.29	\$ 3.35	\$ 0.72	\$ 0.80	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00
Avg Rev with SmartCard / Pole	1.29	0.01	1.10	4.47	2.29	3.35	0.72	0.80	0.00	0.00	0.00	0.00
# Cash	20	1	11	58	40	39	26	39	0	0	0	3
# Credit	9	0	2	1	15	39	4	6	0	0	0	0
# SmartCard	0	0	0	0	0	0	0	0	0	0	0	0
# Total	29	1	13	59	55	78	30	45	0	0	0	3
# Total With SmartCard	29.00	1.00	13.00	59.00	55.00	78.00	30.00	45.00	0.00	0.00	0.00	3.00
Avg # Cash / Pole	1	0	1	5	2	2	1	1	0	0	0	0
Avg # Credit / Pole	0	0	0	0	1	2	0	0	0	0	0	0
Avg # SmartCard / Pole	0	0	0	0	0	0	0	0	0	0	0	0
Avg # Total / Pole	2	0	1	5	3	4	1	2	0	0	0	0
Avg # Total with SmartCard / Pole	2.00	0.00	1.00	5.00	3.00	4.00	1.00	2.00	0.00	0.00	0.00	0.00
Avg Cash Trans	\$ 0.27	\$ 0.05	\$ 0.34	\$ 0.85	\$ 0.42	\$ 0.48	\$ 0.38	\$ 0.24	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00
Avg Credit Trans	\$ 1.42	\$ 0.00	\$ 2.00	\$ 1.50	\$ 1.02	\$ 0.90	\$ 1.50	\$ 1.08	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00

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**Monthly Statistics Enhanced
(For example only)**

Drag a column header here to group by that column											
	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov
# Meters Reporting Revenue	14	4	7	11	14	16	22	19	0	0	
# Meters Installed/Billable	21	21	21	21	22	31	36	36	0	0	
REVENUE TRANSACTIONS											
# Coin transactions	20	1	11	56	40	39	26	30	0	0	
\$ Coin transactions	5.30	0.05	3.70	47.70	16.65	18.55	9.85	8.40			
# Credit card transactions	9	0	2	1	15	39	4	6	0	0	
\$ Credit card transactions	12.75	0.00	4.00	1.50	15.25	35.00	6.00	6.50			
# SmartCard transactions	0	0	0	0	0	0	0	0	0	0	
\$ SmartCard transactions	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00			
# Smartcard Refund transactions	0	0	0	0	0	0	0	0	0	0	
\$ Smartcard Refund transactions	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00			
NON- REVENUE TRANSACTIONS											
# Maintenance Card transactions	20	4	29	8	25	36	43	37	0	0	
\$ Maintenance Card	37.50	6.00	57.75	10.25	40.50	85.50	76.00	43.55			
# Diagnostic Card transactions	38	12	20	28	54	98	46	63	0	0	
# Coin Collection transactions	6	0	3	7	8	59	13	2	0	0	
# Coin Collected	0	0	0	0	0	0	645	0	0	0	
\$ Coin Collected	285.00	0.00	75.00	10,297.00	500.00	960.00	-1,133,210.00	100.00			
# Meter Timer Reset (Sensor)	0	0	0	1	9	30	0	0	0	0	
Total Sensor Time Reset (Hours)	00:00:00	00:00:00	00:00:00	00:07:06	02:36:57	12:00:29	00:00:00	00:00:00	00:00:00	00:00:00	00:00:00
# Courtesy Time	0	0	111	140	224	61	28	27	0	0	
Total Sensor Courtesy Time (Hours)	00:00:00	00:00:00	1:18:30:00	18:41:57	3:02:30:00	15:56:05	04:40:00	06:45:00	00:00:00	00:00:00	00:00:00
Total Remote Payment (Hours)	01:58:02	00:00:00	00:46:26	01:45:23	05:21:37	1:23:29:43	08:55:36	01:59:32	00:00:00	00:00:00	00:00:00
OPERATIONAL STATISTICS											
# Coin Acceptor Blockages	7	19	4	61	12	30	56	4	0	0	
# Card Reader Blockages	0	0	4	0	0	0	0	0	0	0	
Up Time %	100.00	99.99	99.96	99.98	100.00	97.15	99.96	99.75			
# Violation Reported	0	0	0	3	7	0	0	0	0	0	
# Meter Swaps	0	0	0	0	2	1	1	1	0	0	

* RFP Response Excerpts/Edited to Incorporate into the Contract as Exhibit "A," Page 56



Range Summary (For example only)

Home - Summary - Range Summary Enter Pole / Terminal

From Date: 12/08/2012 From Time: 00:00
To Date: 01/08/2013 To Time: 23:59 **SEARCH**

EXPORT Records per page: 100

City: Del Mar CA

Drag a column header here to group by that column

Zone	Cash (\$)	Card (\$)	Smart Card (\$)	Coin (%)	Credit (%)	Smart Card (%)	Total (\$)
Default Zone	7,438.85	15,873.00	0.00	32.33	67.87	0.00	23,011.85
Sports	141.85	248.50	0.00	36.49	63.51	0.00	388.15
Page Total	\$ 7,580.50	\$ 15,819.50	\$ 0.00				\$ 23,400.00
Grand Total	\$ 7,580.50	\$ 15,819.50	\$ 0.00				\$ 23,400.00

Page 1 of 1 (2 Items)

Transaction Summary (For example only)

Home - Summary - Transaction Summary Enter Pole / Terminal

From Date: 01/08/2013 From Time: 00:00
To Date: 01/08/2013 To Time: 23:59 **SEARCH**

EXPORT Records per page: 10

Drag a column header here to group by that column

Start Date	Time	Zone	Area	SubArea	Pole	Time Purchased	Coin(\$)	Credit Card(\$)	SmartCard(\$)	Total(\$)
01/08/2013	16:10:53	Default Zone	Beach	Coast Blvd	5828	00:30:00	0.00	1.50	\$0.00	\$1.50
01/08/2013	16:10:50	Default Zone	Beach	Coast Blvd	5828	02:30:00	0.00	7.50	\$0.00	\$7.50
01/08/2013	16:10:25	Default Zone	Beach	Coast Blvd	5828	00:26:00	1.30	0.00	\$0.00	\$1.30
01/08/2013	16:03:50	Default Zone	Beach	Coast Blvd	5828	01:20:00	0.00	4.00	\$0.00	\$4.00
01/08/2013	15:55:33	Default Zone	Beach	Malden Lane	5155	04:00:00	0.00	4.00	\$0.00	\$4.00
01/08/2013	15:49:01	Default Zone	Beach	Coast Blvd	5828	01:20:00	0.00	4.00	\$0.00	\$4.00
01/08/2013	15:48:10	Default Zone	Beach	Coast Blvd	5828	01:20:00	0.00	4.00	\$0.00	\$4.00
01/08/2013	15:45:24	Default Zone	Beach	Coast Blvd	5828	01:40:00	0.00	5.00	\$0.00	\$5.00
01/08/2013	15:38:20	Default Zone	Beach	Coast Blvd	5828	00:02:00	0.10	0.00	\$0.00	\$0.10
01/08/2013	15:34:49	Default Zone	Beach	Coast Blvd	5828	00:07:00	0.35	0.00	\$0.00	\$0.35
Page Total							\$ 1.75	\$ 90.00	\$ 0.00	\$ 91.75
Grand Total							\$ 88.60	\$ 318.50	\$ 0.00	\$ 407.30

Page 1 of 16 (158 Items)

* RFP Response Excerpts/Edited to Incorporate into the Contract as Exhibit "A," Page 57



Meter Occupancy Reports (For example only)

[Main Menu](#) | [Monthly Occupancy](#) | [Range Occupancy](#)

Range Occupancy

From Date: 6/23/2009 From Time: 00:00:00

To Date: 7/23/2009 To Time: 23:59:59 Refresh

City: IPS Group , Zone: Carmel Valley , Area: High Bluff Drive

Pole	Paid (%)
IPS-RFID-01	66.51%
IPS-RFID-02	63.48%
IPS001	65.57%
IPS002	66.47%
IPS003	65.14%
IPS004	62.62%
IPS005	65.23%
IPS006	61.94%
IPS007	61.13%



VEHICLE DETECTION SENSOR REPORTS

Occupancy Report
(For example only)

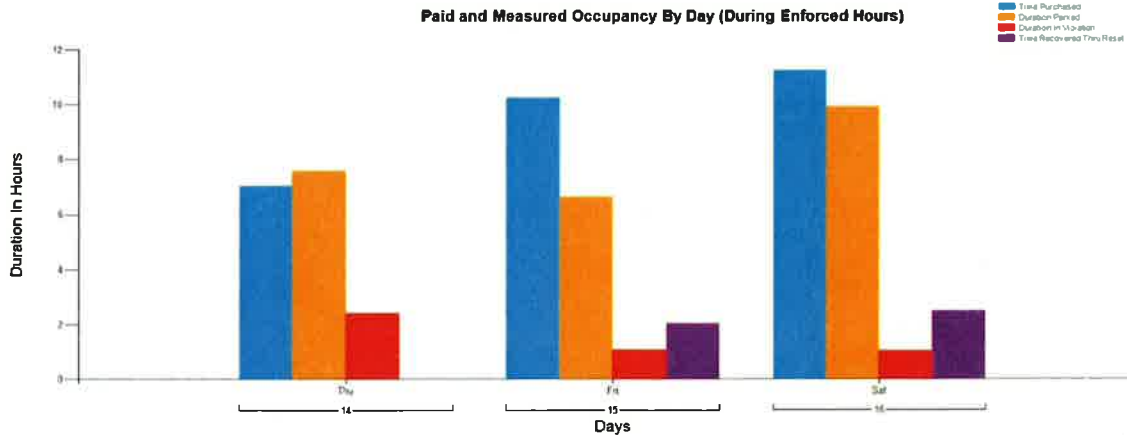
Main Menu | Occupancy Report

Occupancy Report

From Date: 6/13/2010 From Time: 00:00:00

To Date: 6/13/2010 To Time: 23:59:59 Refresh

Terminal	Occupancy [min]	% Occupancy	Paid Occupancy [min]	% Paid Occupancy	Meter
0029682	864	61	615	43	LD01
0003007	711	50	625	44	LD02
0029512	845	61	444	32	LD03
0029817	871	61	603	42	LD04





Occupancy Report via Google Maps (For example only)



Exhibit B
STATEMENT OF COMPLIANCE WITH
NON-DISCRIMINATION REQUIREMENT

The Olympia City Council has made compliance with the City's *Non-Discrimination in Delivery of City Services or Resources* ordinance (OMC 1.24) a high priority, whether services are provided by City employees or through contract with other entities. It is important that all contract agencies and their employees understand and carry out the City's non-discrimination policy. Accordingly, each City contract for services contains language that requires an agency to agree that it shall not discriminate against an employee or client on the grounds of race, creed, color, national origin, age, sex, marital status, veteran status, sexual orientation, or the presence of any disability. Indicate below the methods you will employ to ensure that this policy is communicated to employees and clients.

IPS Group, Inc. affirms compliance with the City of Olympia's non-discrimination ordinance and contract provision by two or more of the following actions:

- Non-discrimination provisions are posted on printed material with broad distribution (newsletters, brochures, etc.).
What type, and how often? _____
- Non-discrimination provisions are posted on applications for service.
- Non-discrimination provisions are posted on the agency's web site.
- Non-discrimination provisions are included in human resource materials provided to job applicants and new employees.
- Non-discrimination provisions are shared during meetings.
What type of meeting, and how often? _____
- If, in addition to two of the above methods, you use other methods of providing notice of non-discrimination, please list:

By signing, I acknowledge compliance with the City of Olympia's non-discrimination ordinance.

Failure to implement the measures specified above constitutes a breach of contract


(Signature)

March 26, 2013
(Date)

Alternative Section for Sole Proprietor: I am a sole proprietor and have reviewed the statement above. I agree not to discriminate against any client, or any future employees hired, on the grounds of race, creed, color, national origin, age, sex, marital status, veteran status, sexual orientation, or the presence of any disability.

(Sole Proprietor Signature)

(Date)

Exhibit C
EQUAL BENEFITS COMPLIANCE DECLARATION

Contractors on City contracts estimated to cost \$50,000 or more are required to comply with Olympia's Equal Benefits Ordinance, and must complete both pages of this Equal Benefits Compliance Declaration. Please note: No City contract can be executed until the contractor has completed this Declaration and submitted it to the City.

SECTION 1: Contractor Information

Name of Contractor: IPS Group, Inc. Contact Person: Chad Randall
 Phone Number: (858) 568-7609 Fax: (858) 408-3352 Email: chad.randall@ipsgroupinc.com
 Approximate Number of Employees in the U.S.: 80 Project #: Credit Card Capable Parking Meters

SECTION 2: Compliance with Equal Benefits Ordinance

1. Does the contractor have any employees? YES NO

If the answer to Question 1 is "NO", the contractor qualifies for Option C on Page 2 of this Declaration.

If the answer to Question 1 is "YES", continue to Question 2.

2. a. Does the contractor provide, or offer access to, health insurance benefits to employees, or to the spouses of employees?*

YES NO

b. Does the contractor provide, or offer access to, health insurance benefits to employees, or to the domestic partners of employees?*

YES NO

* (Please Note: for 2(a) and (b), the answer must be "YES" even if the employees must pay for some or all of the cost of spousal or domestic partner benefits.)

If the answers to both Questions 2(a) and 2(b) are "NO", the contractor qualifies for Option B on Page 2 of this Declaration.

If the answer to either Question 2(a) or 2(b) is "YES", continue to Question 3.

3. **BENEFITS PROVIDED**

If the contractor provides employee health insurance benefits, please indicate so on the list below. If the contractor provides equal benefits, for each "Yes" marked in one column, there should be a corresponding "Yes" marked in the other column.

EMPLOYEE BENEFIT	FOR SPOUSES		FOR DOMESTIC PARTNERS	
Health Care	<input checked="" type="checkbox"/> YES	<input type="checkbox"/> NO	<input checked="" type="checkbox"/> YES	<input type="checkbox"/> NO
Dental Care	<input checked="" type="checkbox"/> YES	<input type="checkbox"/> NO	<input checked="" type="checkbox"/> YES	<input type="checkbox"/> NO
Vision Care	<input checked="" type="checkbox"/> YES	<input type="checkbox"/> NO	<input checked="" type="checkbox"/> YES	<input type="checkbox"/> NO

If the answers to Question 3 indicate that the contractor provides equal benefits, the contractor will be in compliance with the Equal Benefits Ordinance and qualifies for Option A on Page 2 of this Declaration.

If the answers to Questions 3 for any listed benefits are "YES" in the spouse column and "NO" in the domestic partner column, continue to Question 4.

4. Does the Contractor provide a cash equivalent of insurance benefits to the domestic partners of employees?

YES NO

If the answer to Question 4 is "YES," the Contractor qualifies under Option D on Page 2 of this Declaration.

If in response to Question 3 for any listed benefit both a "YES" and a "NO" answer have been given, and in response to Question 4 the contractor DOES NOT provide a cash equivalent, the contractor is not in compliance with the Equal Benefits Ordinance.

THE CITY OF OLYMPIA

CITY CONTRACTS – NON-DISCRIMINATION IN BENEFITS (Equal Benefits Ordinance)

Please Note: No City contract can be executed until the contractor has completed both pages of this Declaration and submitted it to the City.

EQUAL BENEFITS COMPLIANCE DECLARATION

I, Chad Randall
(Name)

on behalf of IPS Group, Inc.
(Contractor Name)

declare that said Contractor complies with the Equal Benefits Ordinance by:

(Choose ONE of the following)

Option A

Offering equal benefits, as defined by the Equal Benefits Ordinance, to employees with spouses and employees with domestic partners.

Option B

Offering benefits neither to the spouses nor to the domestic partners of employees.

Option C

Having no employees.

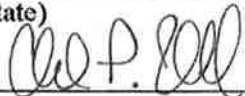
Option D

Offering a cash equivalent.

I declare under penalty of perjury under the laws of the State of Washington that the foregoing is true and correct, and that I am authorized to bind this entity contractually.

Executed this 26 day of March, 2013, at San Diego,
(City)

California
(State)


Signature

Chad Randall
Name (please print)

Chief Operating Officer
Title

23-3028164
Contractor Tax Identification Number

EQUAL BENEFITS COMPLIANCE DECLARATION

A contract awarding authority may waive requirements under the following conditions by completing this form and attaching to the appropriate Compliance Declaration. Documentation should be attached to this form.

N/A to IPS Group, Inc.

The contract awarding authority waives equal benefits requirements because:

- Award of a contract or amendment is necessary to respond to an emergency.
- The contractor is a sole source.
- No compliant contractors are capable of providing goods or services that respond to the City's requirements.
- The contractor is a public entity.
- The requirements are inconsistent with a grant, subvention or agreement with a public agency.
- The City is purchasing through a cooperative or joint purchasing agreement.

Department

Contract Awarding Authority (Signature)

Contract Awarding Authority (Print)

Date

