

**ARLINGTON COUNTY, VIRGINIA
OFFICE OF THE PURCHASING AGENT
2100 CLARENDON BOULEVARD, SUITE 500
ARLINGTON, VIRGINIA 22201**

NOTICE OF CONTRACT AMENDMENT

TO: IPS Group, Inc. 7737 Kenamar Court San Diego, CA 92121	DATE ISSUED:	<u>October 23, 2019</u>
	CONTRACT NO:	<u>20-810-SS</u>
	CONTRACT TITLE:	<u>Single Space Meters</u>
	AMENDMENT NO:	<u>1</u>

THIS IS A NOTICE OF A CONTRACT AMENDMENT AND NOT AN ORDER. NO WORK IS AUTHORIZED UNTIL THE VENDOR RECEIVES A VALID COUNTY PURCHASE ORDER ENCUMBERING CONTRACT FUNDS.

The contract documents consist of the terms and conditions of AGREEMENT No. 20-810-SS including any attachments or amendments thereto.

EFFECTIVE DATE: October 23, 2021

EXPIRES: October 22, 2022

RENEWALS: Two (2) Renewals Remaining

COMMODITY CODE(S): 55038

LIVING WAGE: N

ATTACHMENTS:

AMENDMENT No. 1

EMPLOYEES NOT TO BENEFIT:

NO COUNTY EMPLOYEE SHALL RECEIVE ANY SHARE OR BENEFIT OF THIS CONTRACT NOT AVAILABLE TO THE GENERAL PUBLIC.

VENDOR CONTACT: Chad Randall VENDOR TEL. NO.: (877) 630-6638

VENDOR EMAIL ADDRESS: chad.randall@ipsgroupinc.com

COUNTY CONTACT: Jason Barnett, DES-TE & O COUNTY TEL. NO.: (703) 228-7952

COUNTY CONTACT EMAIL: jbarnett@arlingtonva.us

**ARLINGTON COUNTY, VIRGINIA
AGREEMENT NO. 20-810-SS
AMENDMENT NUMBER 1**

This Amendment Number 1 is made on 10/7/2021, and amends Agreement Number 20-810-SS (“Main Agreement”) dated October 23, 2019, between IPS Group, Inc. (“Contractor”) and the County Board of Arlington County, Virginia (“County”).

The County and the Contractor agree to amend the Contract Terms and Conditions called for under the Main Agreement as follows:

- 1. Contract Renewal:** Pursuant to contract clause no. 4, the contract term is hereby renewed for its first one-year option period beginning October 23, 2021.
- 2. Incorporation of the Sexual Harassment Policy:** Clause Number 34 is hereby added to the Contract Terms and Conditions:

If the Contractor employs more than five employees, the Contractor shall (i) provide annual training on the Contractor's sexual harassment policy to all supervisors and employees providing services in the Commonwealth, except such supervisors or employees that are required to complete sexual harassment training provided by the Department of Human Resource Management, and (ii) post the Contractor's sexual harassment policy in (a) a conspicuous public place in each building located in the Commonwealth that the Contractor owns or leases for business purposes and (b) the Contractor's employee handbook.

- 3. Contract clause number 28 is hereby deleted in its entirety and replaced with:**

Notices will be effective when made in writing and either (a) delivered in person, (b) delivered to an overnight delivery service or (c) deposited in the United States mail, certified or registered. Notices should be addressed as follows:

TO THE CONTRACTOR:

Chad Randall
IPS Group, Inc.
7737 Kenamar Court
San Diego, California 92121
Email: chad.randall@ipsgroupinc.com

TO THE COUNTY:

Jason Barnett, Project Officer
DES – Transportation Engineering and Operations
4300 29th St S
Arlington, Virginia 22204

AND

Dr. Sharon T. Lewis, Purchasing Division Chief
Arlington County, Virginia
2100 Clarendon Boulevard, Suite 500A

Arlington, Virginia 22201
Phone: (703) 228-3294
Email: slewis1@arlingtonva.us

TO COUNTY MANAGER'S OFFICE (FOR PROJECT CLAIMS):

Mark Schwartz, County Manager
Arlington County, Virginia
2100 Clarendon Boulevard, Suite 318
Arlington, Virginia 22201

4. Contract clause number 29 is hereby deleted in its entirety and replaced with:

The Contractor must retain all books, records and other documents related to this Contract for at least five years, or such period of time required by the County's funding partner(s), if any, whichever is greater, after the final payment and must allow the County or its authorized agents to examine the documents during this period and during the Contract Term. The Contractor must provide any requested documents to the County for examination within 15 days of the request, at the Contractor's expense. Should the County's examination reveal any overcharging by the Contractor, the Contractor must, within 30 days of County's request, reimburse the County for the overcharges and for the reasonable costs of the County's examination, including, but not limited to, the services of external audit firm and attorney's fees; or the County may deduct the overcharges and examination costs from any amount that the County owes to the Contractor. If the Contractor wishes to destroy or dispose of any records related to this Contract (including confidential records to which the County does not have ready access) within five years after the final payment, or such period of time required by the County's funding partner(s), if any, whichever is greater, the Contractor must give the County at least 30 days' notice and must not dispose of the documents if the County objects.

The Purchasing Agent may require the Contractor to demonstrate that it has the necessary facilities, ability, and financial resources to comply with the Contract and furnish the service, material or goods specified herein in a satisfactory manner at any time during the term of this Contract.

5. Incorporation of COVID-19 Vaccination Policy for Contractors: Clause Number 35. COVID-19 Vaccination Policy for Contractors is hereby added to the Contract Terms and Conditions:

COVID-19 Vaccination Policy for Contractors

Due to the ongoing COVID-19 pandemic, the County has taken various steps to protect the welfare, health, safety, and comfort of the workforce and public at large. As part of these steps, the County has implemented various requirements with respect to health and safety including policies with respect to social distancing, the use of face-coverings and vaccine mandates. To protect the County's workforce and the public at large, all employees and subcontractors of the Contractor who are assigned to this Contract, must be fully vaccinated against COVID-19. Any contractor employee or subcontractor who is not fully vaccinated should be following a weekly testing protocol as established by the Contractor.

6. Pursuant to Attachment B, Pricing, the agreement price for "Secure Wireless Gateway/Data Fee and Meter Management System Software License Fee (per meter per month) is hereby changed from \$5.75 to \$6.11, a 6.3% increase 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. **Attachment B, Pricing is hereby deleted in its entirety and replaced with Exhibit B, 2021 Pricing.**

All other terms and conditions of the Main Agreement remain in effect.

WITNESS these signatures:

THE COUNTY BOARD OF ARLINGTON
COUNTY, VIRGINIA

IPS GROUP, INC.

AUTHORIZED DocuSigned by:
SIGNATURE: Tomeka D. Price
5950D4E0ACC0472...

AUTHORIZED DocuSigned by:
SIGNATURE: Chad Randall
128ACD0B4507447...

NAME: TOMEKA D. PRICE
TITLE: PROCUREMENT OFFICER

NAME: Chad Randall
TITLE: Chief Operating Officer

DATE: 10/7/2021

DATE: 10/7/2021

**EXHIBIT B
2021 PRICING**

SINGLE-SPACE AND SENSORS

Capital and Ongoing Costs

Product/Service	Price per unit
M5™ IPS Credit Card-Enabled Single-Space Meter (includes 12-month warranty, RFID tag)	\$495.00
Optional: Add NFC contactless payment capability	\$65.00
Shipping (to Arlington, VA based on quantity)	TBQ
Installation or other on-site services (to be quoted based on scope)	TBQ
Optional: Extended Warranty (per 12-month period)	\$50.00
Optional: Extended Warranty (48-month period)	\$170.00

M5™ Ongoing Fees	Price per unit
Secure Wireless Gateway/Data Fee and Meter Management System Software License Fee (per meter per month)	\$6.11
Secure Credit Card Gateway Fee (per transaction)	\$0.13

NOTE: Housing, collection equipment, and poles sold separately. Pricing does not include any applicable state or local taxes that are required to be paid by the County currently or in the future.

Spare Parts

Parking meter Spare Part Pricing	M3™	M5™
Single Space Electronic Meter Mechanism	\$495.00	\$495.00
Keypad Assy	\$35.00	\$55.00
Hybrid Card Reader	\$52.00	\$52.00
Coin Validator	\$75.00	\$75.00
Complete Top Cover (with Lexan insert)	\$75.00	\$75.00
Lexan for Top Cover	\$25.00	\$25.00
Coin Entry Slot	\$2.00	\$2.00
M3 Battery Pack (795-600-BP)	\$36.00	NA
M5 Battery Pack (H3)	NA	\$35.00
M5 Battery Pack (H5) (available on the 147/247 models only)	NA	\$45.00
Solar Panel / Communications Board	\$185.00	\$185.00
Main Board	\$185.00	\$185.00
LCD Display only	\$49.00	NA
Display Board (including LCD)	\$95.00	\$95.00
Display Board with NFC	NA	\$140.00
NFC upgrade (at time of original meter order)	NA	\$65.00
BLE Beacon Upgrade	NA	\$65.00
RFID Tag	\$10.00	\$10.00
MK5 Batter Charger (daisy chain charging unit)	NA	\$125.00
Card Reader Cleaning Card featuring Waffletechnology® (40) per box	\$54.00	\$54.00

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

REPLACEMENT PARTS & REPAIR SERVICES:

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

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

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