

Solicitation Number: RFP #080321

CONTRACT

This Contract is between Sourcewell, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 (Sourcewell) and Quicket Solutions, Inc., 1 N. Wacker Drive, Suite 2410, Chicago, IL 60606 (Supplier).

Sourcewell is a State of Minnesota local government unit and service cooperative created under the laws of the State of Minnesota (Minnesota Statutes Section 123A.21) that offers cooperative procurement solutions to government entities. Participation is open to eligible federal, state/province, and municipal governmental entities, higher education, K-12 education, nonprofit, tribal government, and other public entities located in the United States and Canada. Sourcewell issued a public solicitation for Parking Management Systems with Related Equipment, Supplies, and Services from which Supplier was awarded a contract.

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

1. TERM OF CONTRACT

- A. EFFECTIVE DATE. This Contract is effective upon the date of the final signature below.
- B. EXPIRATION DATE AND EXTENSION. This Contract expires October 7, 2025, unless it is cancelled sooner pursuant to Article 22. This Contract may be extended one additional year upon the request of Sourcewell and written agreement by Supplier.
- C. SURVIVAL OF TERMS. Notwithstanding any expiration or termination of this Contract, all payment obligations incurred prior to expiration or termination will survive, as will the following: Articles 11 through 14 survive the expiration or cancellation of this Contract. All rights will cease upon expiration or termination of this Contract.

2. EQUIPMENT, PRODUCTS, OR SERVICES

A. EQUIPMENT, PRODUCTS, OR SERVICES. Supplier will provide the Equipment, Products, or Services as stated in its Proposal submitted under the Solicitation Number listed above.

Supplier's Equipment, Products, or Services Proposal (Proposal) is attached and incorporated into this Contract.

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

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

- B. WARRANTY. Supplier warrants that all Equipment, Products, and Services furnished are free from liens and encumbrances, and are free from defects in design, materials, and workmanship. In addition, Supplier warrants the Equipment, Products, and Services are suitable for and will perform in accordance with the ordinary use for which they are intended. Supplier's dealers and distributors must agree to assist the Participating Entity in reaching a resolution in any dispute over warranty terms with the manufacturer. Any manufacturer's warranty that extends beyond the expiration of the Supplier's warranty will be passed on to the Participating Entity.
- C. DEALERS, DISTRIBUTORS, AND/OR RESELLERS. Upon Contract execution and throughout the Contract term, Supplier must provide to Sourcewell a current means to validate or authenticate Supplier's authorized dealers, distributors, or resellers relative to the Equipment, Products, and Services offered under this Contract, which will be incorporated into this Contract by reference. It is the Supplier's responsibility to ensure Sourcewell receives the most current information.

3. PRICING

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

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

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

A. SHIPPING AND SHIPPING COSTS. All delivered Equipment and Products must be properly packaged. Damaged Equipment and Products may be rejected. If the damage is not readily apparent at the time of delivery, Supplier must permit the Equipment and Products to be

returned within a reasonable time at no cost to Sourcewell or its Participating Entities. Participating Entities reserve the right to inspect the Equipment and Products at a reasonable time after delivery where circumstances or conditions prevent effective inspection of the Equipment and Products at the time of delivery. In the event of the delivery of nonconforming Equipment and Products, the Participating Entity will notify the Supplier as soon as possible and the Supplier will replace nonconforming Equipment and Products with conforming Equipment and Products that are acceptable to the Participating Entity.

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

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

- B. SALES TAX. Each Participating Entity is responsible for supplying the Supplier with valid taxexemption certification(s). When ordering, a Participating Entity must indicate if it is a taxexempt entity.
- C. HOT LIST PRICING. At any time during this Contract, Supplier may offer a specific selection of Equipment, Products, or Services at discounts greater than those listed in the Contract. When Supplier determines it will offer Hot List Pricing, it must be submitted electronically to Sourcewell in a line-item format. Equipment, Products, or Services may be added or removed from the Hot List at any time through a Sourcewell Price and Product Change Form as defined in Article 4 below.

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

4. PRODUCT AND PRICING CHANGE REQUESTS

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

- Identify the applicable Sourcewell contract number;
- Clearly specify the requested change;
- Provide sufficient detail to justify the requested change;

Rev. 3/2021

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

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

5. PARTICIPATION, CONTRACT ACCESS, AND PARTICIPATING ENTITY REQUIREMENTS

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

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

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

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

6. PARTICIPATING ENTITY USE AND PURCHASING

A. ORDERS AND PAYMENT. To access the contracted Equipment, Products, or Services under this Contract, a Participating Entity must clearly indicate to Supplier that it intends to access this Contract; however, order flow and procedure will be developed jointly between Sourcewell and Supplier. Typically, a Participating Entity will issue an order directly to Supplier or its authorized subsidiary, distributor, dealer, or reseller. If a Participating Entity issues a purchase order, it may use its own forms, but the purchase order should clearly note the applicable Sourcewell

contract number. All Participating Entity orders under this Contract must be issued prior to expiration or cancellation of this Contract; however, Supplier performance, Participating Entity payment obligations, and any applicable warranty periods or other Supplier or Participating Entity obligations may extend beyond the term of this Contract.

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

- B. ADDITIONAL TERMS AND CONDITIONS/PARTICIPATING ADDENDUM. Additional terms and conditions to a purchase order, or other required transaction documentation, may be negotiated between a Participating Entity and Supplier, such as job or industry-specific requirements, legal requirements (e.g., affirmative action or immigration status requirements), or specific local policy requirements. Some Participating Entities may require the use of a Participating Addendum; the terms of which will be negotiated directly between the Participating Entity and the Supplier. Any negotiated additional terms and conditions must never be less favorable to the Participating Entity than what is contained in this Contract.
- C. SPECIALIZED SERVICE REQUIREMENTS. In the event that the Participating Entity requires service or specialized performance requirements not addressed in this Contract (such as ecommerce specifications, specialized delivery requirements, or other specifications and requirements), the Participating Entity and the Supplier may enter into a separate, standalone agreement, apart from this Contract. Sourcewell, including its agents and employees, will not be made a party to a claim for breach of such agreement.
- D. TERMINATION OF ORDERS. Participating Entities may terminate an order, in whole or in part, immediately upon notice to Supplier in the event of any of the following events:
 - 1. The Participating Entity fails to receive funding or appropriation from its governing body at levels sufficient to pay for the equipment, products, or services to be purchased; or
 - 2. Federal, state, or provincial laws or regulations prohibit the purchase or change the Participating Entity's requirements.
- E. GOVERNING LAW AND VENUE. The governing law and venue for any action related to a Participating Entity's order will be determined by the Participating Entity making the purchase.

7. CUSTOMER SERVICE

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

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

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

8. REPORT ON CONTRACT SALES ACTIVITY AND ADMINISTRATIVE FEE PAYMENT

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

The Report must contain the following fields:

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

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

The Supplier will submit payment to Sourcewell for the percentage of administrative fee stated in the Proposal multiplied by the total sales of all Equipment, Products, and Services purchased

by Participating Entities under this Contract during each calendar quarter. Payments should note the Supplier's name and Sourcewell-assigned contract number in the memo; and must be mailed to the address above "Attn: Accounts Receivable" or remitted electronically to Sourcewell's banking institution per Sourcewell's Finance department instructions. Payments must be received no later than 45 calendar days after the end of each calendar quarter.

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

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

9. AUTHORIZED REPRESENTATIVE

Sourcewell's Authorized Representative is its Chief Procurement Officer.

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

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

- A. AUDIT. Pursuant to Minnesota Statutes Section 16C.05, subdivision 5, the books, records, documents, and accounting procedures and practices relevant to this Agreement are subject to examination by Sourcewell or the Minnesota State Auditor for a minimum of six years from the end of this Contract. This clause extends to Participating Entities as it relates to business conducted by that Participating Entity under this Contract.
- B. ASSIGNMENT. Neither party may assign or otherwise transfer its rights or obligations under this Contract without the prior written consent of the other party and a fully executed assignment agreement. Such consent will not be unreasonably withheld. Any prohibited assignment will be invalid.
- C. AMENDMENTS. Any amendment to this Contract must be in writing and will not be effective until it has been duly executed by the parties.
- D. WAIVER. Failure by either party to take action or assert any right under this Contract will not be deemed a waiver of such right in the event of the continuation or repetition of the circumstances giving rise to such right. Any such waiver must be in writing and signed by the parties.

- E. CONTRACT COMPLETE. This Contract represents the complete agreement between the parties. No other understanding regarding this Contract, whether written or oral, may be used to bind either party. For any conflict between the attached Proposal and the terms set out in Articles 1-22 of this Contract, the terms of Articles 1-22 will govern.
- F. RELATIONSHIP OF THE PARTIES. The relationship of the parties is one of independent contractors, each free to exercise judgment and discretion with regard to the conduct of their respective businesses. This Contract does not create a partnership, joint venture, or any other relationship such as master-servant, or principal-agent.

11. INDEMNITY AND HOLD HARMLESS

Supplier must indemnify, defend, save, and hold Sourcewell and its Participating Entities, including their agents and employees, harmless from any claims or causes of action, including attorneys' fees incurred by Sourcewell or its Participating Entities, arising out of any act or omission in the performance of this Contract by the Supplier or its agents or employees; this indemnification includes injury or death to person(s) or property alleged to have been caused by some defect in the Equipment, Products, or Services under this Contract to the extent the Equipment, Product, or Service has been used according to its specifications. Sourcewell's responsibility will be governed by the State of Minnesota's Tort Liability Act (Minnesota Statutes Chapter 466) and other applicable law.

12. GOVERNMENT DATA PRACTICES

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

13. INTELLECTUAL PROPERTY, PUBLICITY, MARKETING, AND ENDORSEMENT

A. INTELLECTUAL PROPERTY

- 1. *Grant of License*. During the term of this Contract:
 - a. Sourcewell grants to Supplier a royalty-free, worldwide, non-exclusive right and license to use thetrademark(s) provided to Supplier by Sourcewell in advertising and promotional materials for the purpose of marketing Sourcewell's relationship with Supplier.
 - b. Supplier grants to Sourcewell a royalty-free, worldwide, non-exclusive right and license to use Supplier's trademarks in advertising and promotional materials for the purpose of marketing Supplier's relationship with Sourcewell.
- 2. Limited Right of Sublicense. The right and license granted herein includes a limited right of each party to grant sublicenses to their respective subsidiaries, distributors, dealers,

resellers, marketing representatives, and agents (collectively "Permitted Sublicensees") in advertising and promotional materials for the purpose of marketing the Parties' relationship to Participating Entities. Any sublicense granted will be subject to the terms and conditions of this Article. Each party will be responsible for any breach of this Article by any of their respective sublicensees.

- 3. Use; Quality Control.
 - a. Neither party may alter the other party's trademarks from the form provided and must comply with removal requests as to specific uses of its trademarks or logos.
 - b. Each party agrees to use, and to cause its Permitted Sublicensees to use, the other party's trademarks only in good faith and in a dignified manner consistent with such party's use of the trademarks. Upon written notice to the breaching party, the breaching party has 30 days of the date of the written notice to cure the breach or the license will be terminated.
- 4. As applicable, Supplier agrees to indemnify and hold harmless Sourcewell and its Participating Entities against any and all suits, claims, judgments, and costs instituted or recovered against Sourcewell or Participating Entities by any person on account of the use of any Equipment or Products by Sourcewell or its Participating Entities supplied by Supplier in violation of applicable patent or copyright laws.
- 5. Termination. Upon the termination of this Contract for any reason, each party, including Permitted Sublicensees, will have 30 days to remove all Trademarks from signage, websites, and the like bearing the other party's name or logo (excepting Sourcewell's pre-printed catalog of suppliers which may be used until the next printing). Supplier must return all marketing and promotional materials, including signage, provided by Sourcewell, or dispose of it according to Sourcewell's written directions.
- B. PUBLICITY. Any publicity regarding the subject matter of this Contract must not be released without prior written approval from the Authorized Representatives. Publicity includes notices, informational pamphlets, press releases, research, reports, signs, and similar public notices prepared by or for the Supplier individually or jointly with others, or any subcontractors, with respect to the program, publications, or services provided resulting from this Contract.
- C. MARKETING. Any direct advertising, marketing, or offers with Participating Entities must be approved by Sourcewell. Send all approval requests to the Sourcewell Supplier Development Administrator assigned to this Contract.
- D. ENDORSEMENT. The Supplier must not claim that Sourcewell endorses its Equipment, Products, or Services.

14. GOVERNING LAW, JURISDICTION, AND VENUE

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

15. FORCE MAJEURE

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

16. SEVERABILITY

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

17. PERFORMANCE, DEFAULT, AND REMEDIES

- A. PERFORMANCE. During the term of this Contract, the parties will monitor performance and address unresolved contract issues as follows:
 - 1. *Notification.* The parties must promptly notify each other of any known dispute and work in good faith to resolve such dispute within a reasonable period of time. If necessary, Sourcewell and the Supplier will jointly develop a short briefing document that describes the issue(s), relevant impact, and positions of both parties.
 - 2. *Escalation*. If parties are unable to resolve the issue in a timely manner, as specified above, either Sourcewell or Supplier may escalate the resolution of the issue to a higher level of management. The Supplier will have 30 calendar days to cure an outstanding issue.
 - 3. Performance while Dispute is Pending. Notwithstanding the existence of a dispute, the Supplier must continue without delay to carry out all of its responsibilities under the Contract that are not affected by the dispute. If the Supplier fails to continue without delay to perform its responsibilities under the Contract, in the accomplishment of all undisputed work, the Supplier will bear any additional costs incurred by Sourcewell and/or its Participating Entities as a result of such failure to proceed.
- B. DEFAULT AND REMEDIES. Either of the following constitutes cause to declare this Contract, or any Participating Entity order under this Contract, in default:
 - 1. Nonperformance of contractual requirements, or
 - 2. A material breach of any term or condition of this Contract.

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

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

18. INSURANCE

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

1. Workers' Compensation and Employer's Liability.

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

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

Minimum limits:

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

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

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

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

Minimum Limits:

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

\$1,000,000 Personal and Advertising Injury

\$2,000,000 aggregate for Products-Completed operations

\$2,000,000 general aggregate

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

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

Minimum Limits:

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

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

Minimum Limits:

\$2,000,000

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

Minimum limits:

\$2,000,000 per occurrence

\$2,000,000 annual aggregate

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

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

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

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

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

- D. WAIVER OF SUBROGATION. Supplier waives and must require (by endorsement or otherwise) all its insurers to waive subrogation rights against Sourcewell and other additional insureds for losses paid under the insurance policies required by this Contract or other insurance applicable to the Supplier or its subcontractors. The waiver must apply to all deductibles and/or self-insured retentions applicable to the required or any other insurance maintained by the Supplier or its subcontractors. Where permitted by law, Supplier must require similar written express waivers of subrogation and insurance clauses from each of its subcontractors.
- E. UMBRELLA/EXCESS LIABILITY/SELF-INSURED RETENTION. The limits required by this Contract can be met by either providing a primary policy or in combination with umbrella/excess liability policy(ies), or self-insured retention.

19. COMPLIANCE

- A. LAWS AND REGULATIONS. All Equipment, Products, or Services provided under this Contract must comply fully with applicable federal laws and regulations, and with the laws in the states and provinces in which the Equipment, Products, or Services are sold.
- B. LICENSES. Supplier must maintain a valid and current status on all required federal, state/provincial, and local licenses, bonds, and permits required for the operation of the business that the Supplier conducts with Sourcewell and Participating Entities.

20. BANKRUPTCY, DEBARMENT, OR SUSPENSION CERTIFICATION

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

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

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

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

- A. EQUAL EMPLOYMENT OPPORTUNITY. Except as otherwise provided under 41 C.F.R. § 60, all contracts that meet the definition of "federally assisted construction contract" in 41 C.F.R. § 60-1.3 must include the equal opportunity clause provided under 41 C.F.R. §60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 FR 12319, 12935, 3 C.F.R. §, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 C.F.R. § 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor." The equal opportunity clause is incorporated herein by reference.
- B. DAVIS-BACON ACT, AS AMENDED (40 U.S.C. § 3141-3148). When required by federal program legislation, all prime construction contracts in excess of \$2,000 awarded by nonfederal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. § 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 C.F.R. § 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-federal entity must report all suspected or reported violations to the federal awarding agency. The contracts must also include a provision for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. § 3145), as supplemented by Department of Labor regulations (29 C.F.R. § 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-federal entity must report all suspected or reported violations to the federal awarding agency. Supplier must be in compliance with all applicable Davis-Bacon Act provisions.

- C. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT (40 U.S.C. § 3701-3708). Where applicable, all contracts awarded by the non-federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. §§ 3702 and 3704, as supplemented by Department of Labor regulations (29 C.F.R. § 5). Under 40 U.S.C. § 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. § 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence. This provision is hereby incorporated by reference into this Contract. Supplier certifies that during the term of an award for all contracts by Sourcewell resulting from this procurement process, Supplier must comply with applicable requirements as referenced above.
- D. RIGHTS TO INVENTIONS MADE UNDER A CONTRACT OR AGREEMENT. If the federal award meets the definition of "funding agreement" under 37 C.F.R. § 401.2(a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the recipient or subrecipient must comply with the requirements of 37 C.F.R. § 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency. Supplier certifies that during the term of an award for all contracts by Sourcewell resulting from this procurement process, Supplier must comply with applicable requirements as referenced above.
- E. CLEAN AIR ACT (42 U.S.C. § 7401-7671Q.) AND THE FEDERAL WATER POLLUTION CONTROL ACT (33 U.S.C. § 1251-1387). Contracts and subgrants of amounts in excess of \$150,000 require the non-federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. § 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. § 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA). Supplier certifies that during the term of this Contract will comply with applicable requirements as referenced above.
- F. DEBARMENT AND SUSPENSION (EXECUTIVE ORDERS 12549 AND 12689). A contract award (see 2 C.F.R. § 180.220) must not be made to parties listed on the government wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 C.F.R. §180 that implement Executive Orders 12549 (3 C.F.R. § 1986 Comp., p. 189) and 12689 (3 C.F.R. § 1989 Comp., p. 235), "Debarment and Suspension." SAM Exclusions contains the names

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

- G. BYRD ANTI-LOBBYING AMENDMENT, AS AMENDED (31 U.S.C. § 1352). Suppliers must file any required certifications. Suppliers must not have used federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Suppliers must disclose any lobbying with non-federal funds that takes place in connection with obtaining any federal award. Such disclosures are forwarded from tier to tier up to the non-federal award. Suppliers must file all certifications and disclosures required by, and otherwise comply with, the Byrd Anti-Lobbying Amendment (31 U.S.C. § 1352).
- H. RECORD RETENTION REQUIREMENTS. To the extent applicable, Supplier must comply with the record retention requirements detailed in 2 C.F.R. § 200.333. The Supplier further certifies that it will retain all records as required by 2 C.F.R. § 200.333 for a period of 3 years after grantees or subgrantees submit final expenditure reports or quarterly or annual financial reports, as applicable, and all other pending matters are closed.
- I. ENERGY POLICY AND CONSERVATION ACT COMPLIANCE. To the extent applicable, Supplier must comply with the mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act.
- J. BUY AMERICAN PROVISIONS COMPLIANCE. To the extent applicable, Supplier must comply with all applicable provisions of the Buy American Act. Purchases made in accordance with the Buy American Act must follow the applicable procurement rules calling for free and open competition.
- K. ACCESS TO RECORDS (2 C.F.R. § 200.336). Supplier agrees that duly authorized representatives of a federal agency must have access to any books, documents, papers and records of Supplier that are directly pertinent to Supplier's discharge of its obligations under this Contract for the purpose of making audits, examinations, excerpts, and transcriptions. The right also includes timely and reasonable access to Supplier's personnel for the purpose of interview and discussion relating to such documents.
- L. PROCUREMENT OF RECOVERED MATERIALS (2 C.F.R. § 200.322). A non-federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation

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

- M. FEDERAL SEAL(S), LOGOS, AND FLAGS. The Supplier not use the seal(s), logos, crests, or reproductions of flags or likenesses of Federal agency officials without specific pre-approval.
- N. NO OBLIGATION BY FEDERAL GOVERNMENT. The U.S. federal government is not a party to this Contract or any purchase by an Participating Entity and is not subject to any obligations or liabilities to the Participating Entity, Supplier, or any other party pertaining to any matter resulting from the Contract or any purchase by an authorized user.
- O. PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS OR RELATED ACTS. The Contractor acknowledges that 31 U.S.C. 38 (Administrative Remedies for False Claims and Statements) applies to the Supplier's actions pertaining to this Contract or any purchase by a Participating Entity.
- P. FEDERAL DEBT. The Supplier certifies that it is non-delinquent in its repayment of any federal debt. Examples of relevant debt include delinquent payroll and other taxes, audit disallowance, and benefit overpayments.
- Q. CONFLICTS OF INTEREST. The Supplier must notify the U.S. Office of General Services, Sourcewell, and Participating Entity as soon as possible if this Contract or any aspect related to the anticipated work under this Contract raises an actual or potential conflict of interest (as described in 2 C.F.R. Part 200). The Supplier must explain the actual or potential conflict in writing in sufficient detail so that the U.S. Office of General Services, Sourcewell, and Participating Entity are able to assess the actual or potential conflict; and provide any additional information as necessary or requested.
- R. U.S. EXECUTIVE ORDER 13224. The Supplier, and its subcontractors, must comply with U.S. Executive Order 13224 and U.S. Laws that prohibit transactions with and provision of resources and support to individuals and organizations associated with terrorism.
- S. PROHIBITION ON CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT. To the extent applicable, Supplier certifies that during the term of this Contract it will comply with applicable requirements of 2 C.F.R. § 200.216.

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

22. CANCELLATION

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

Sourcewell	Quicket Solutions, Inc.
Docusigned by: Jevery Selwartz By: COFD2A139D06489	DocuSigned by: Cfristiaan Burner A90E7431B68F41C
Jeremy Schwartz Title: Chief Procurement Officer	Christiaan Burner Title: Chief Executive Officer
Date:	10/4/2021 11:08 AM EDT Date:

Approved:

By: Chad Coauette

Title: Executive Director/CEO

10/4/2021 | 9:25 PM CDT

RFP 080321 - Parking Management Systems with Related Equipment, Supplies, and Services

Vendor Details

Company Name: Quicket Solutions

1 N Wacker Drive

Address: Suite 2410

Chicago, IL 60606

Contact: Quicket Bids

Email: bids@quicketsolutions.com

Phone: 630-723-7723 HST#: 900983681

Submission Details

 Created On:
 Monday July 26, 2021 19:40:30

 Submitted On:
 Tuesday August 03, 2021 16:27:48

Submitted By: Quicket Bids

Email: bids@quicketsolutions.com

Transaction #: 1008ce38-d604-4fe7-9f9b-05b73b40755c

Submitter's IP Address: 68.20.27.148

Specifications

Table 1: Proposer Identity & Authorized Representatives

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

Line Item	Question	Response*	
1	Proposer Legal Name (one legal entity only): (In the event of award, will execute the resulting contract as "Supplier")	Quicket Solutions, Inc.	*
2	Identify all subsidiary entities of the Proposer whose equipment, products, or services are included in the Proposal.	Quicket does not have any subsidiary entities that will supply equipment, products, or services that are included in this Proposal.	*
3	Identify all applicable assumed names or DBA names of the Proposer or Proposer's subsidiaries in Line 1 or Line 2 above.	N/A	*
4	Proposer Physical Address:	1 N Wacker Dr, STE 2410, Chicago, IL 60606	*
5	Proposer website address (or addresses):	www.quicketsolutions.com	*
6		Christiaan Burner Chief Executive Officer 1 N Wacker Dr STE 2410 Chicago, IL 60606 cburner@quicketsolutions.com (630) 723-7723 ex. 402	*
7	Proposer's primary contact for this proposal (name, title, address, email address & phone):	Andrew Riley Director of Sales 1 N Wacker Dr STE 2410 Chicago, IL 60606 ariley@quicketsolutions.com (630) 723-7723 ex. 410	*
8	Proposer's other contacts for this proposal, if any (name, title, address, email address & phone):	Don Pimpleton Director of Sales 1 N Wacker Dr STE 2410 Chicago, IL 60606 dpimpleton@quicketsolutions.com (630) 723-7723 ex. 408	

Table 2: Company Information and Financial Strength

Line Item	Question	Response *	
9	Provide a brief history of your company, including your company's core values, business philosophy, and industry longevity related to the requested equipment, products or services.	Quicket was incorporated in May 2013 and since its founding has exclusively focused on serving the public sector. Quicket has from Day-1 focused on building a single integrated and intuitive cloud-based platform that is vastly more cost-effective, secure, and easier-to-implement that legacy on-premise offerings that dominate the market today. With large companies focusing on acquisitions rather than on modernizing their tech stacks over the years, Quicket was founded with the sole purpose of building a superior platform from the ground-up.	
		Quicket has experienced strong growth since its inception and now serves over 100 public sector agencies across North America from coast-to-coast that collectively have millions of residents. From small departments to the second largest County in the United States, Quicket has a strong track record of successfully implementing to a diverse set of agencies its comprehensive cloud-based platform that either replaces legacy technology or streamlines paper-based processes.	*
		As a private closely-held Company, Quicket will continue its mission of continuing to innovate and provide the most modern and comprehensive cloud-based platform. With With the Company's highly flexible, scalable, and cost-effective platform, Quicket is best-positioned to serve the diverse needs of Sourcewell Customers.	
10	What are your company's expectations in the event of an award?	Building on Quicket Solutions' recent award of RFP 051321 for Public Safety Software, the Company aims to further enhance its offerings available and strengthen its partnership with Sourcewell for Parking Management Systems with Related Equipment, Supplies, and Services.	
		With the potential award of a contract by Sourcewell, Quicket is excited to be able to accelerate its growth and be able to deliver its technology to Sourcewell's members. Our expectation is to become an even stronger partner of Sourcewell and is excited to be able to market its solutions to a broader audience to help many agencies move forward with desperately needed upgrades of their technology.	*
11	Demonstrate your financial strength and stability with meaningful data. This could include such items as financial statements, SEC filings, credit and bond ratings, letters of credit, and detailed reference letters. Upload supporting documents (as applicable) in the document upload section of your response.	Quicket Solutions has been in business since May 2013 and serves agencies from coast-to-coast in North America. Quicket Solutions is a private and independent company that is majority owned by its executives and board members. Since it's inception, Quicket has raised equity financing from investors that have acquired small minority stakes in the business. Quicket has no bank loans and has no outstanding long-term debt. Quicket has been operational and stable since its founding in May 2013 and employs people across four offices offices in Chicago, IL San Francisco, CA, Houston, TX, and Atlanta, GA. Quicket has attached its most recent SEC Form D filing, confirmation of banking relationship letter, and certificate of good standing for Delaware, the state in which the Company is incorporated. Customer references are also included in the response that demonstrate longevity of working relationships.	*

12	What is your US market share for the solutions that you are proposing?	Quicket is estimated to have a 15-15% annual market share for the proposed solutions. To further contextualize this, Quicket recognizes that not every agency is purchasing a particular solution every year and therefore, Quicket measures market share based on the number of estimated total opportunities within a fiscal year. However, it is important to note that over the past two years, Quicket has over an 80% success rate with opportunities that it pursues, meaning that Quicket is selected as the preferred vendor in the vast majority of circumstances based on comprehensive evaluations that factor in price, past-performance, ease-of-use, ease-of-implementation, quality of support, innovation, and other metrics. In the recent award for Public Safety Software with Sourcewell, Quicket also indicated that it has approximately a 10% market share. Combined, Quicket has the ability to attract significant business and drive decision makers to leverage Sourcewell.
13	What is your Canadian market share for the solutions that you are proposing?	0%. Quicket has the technical ability with its proposed solution to quickly enter into the Canadian market. From a compliance perspective, Quicket has conducted extensive research in coordination with Canadian-based public sector organizations agencies to confirm viability of a potential expansion to Canada. Quicket also plans to dedicated full-time sales and marketing staff to Canada this year and will ensure these resources are in place with a contract award from Sourcewell.
14	Has your business ever petitioned for bankruptcy protection? If so, explain in detail.	No. Quicket has never petitioned for bankruptcy protection. Quicket maintains a strong balance sheet and has no outstanding long-term debt. The Company is majority owned by its executives and board members.
15	How is your organization best described: is it a manufacturer, a distributor/dealer/reseller, or a service provider? Answer whichever question (either a) or b) just below) best applies to your organization. a) If your company is best described as a distributor/dealer/reseller (or similar entity), provide your written authorization to act as a distributor/dealer/reseller for the manufacturer of the products proposed in this RFP. If applicable, is your dealer network independent or company owned? b) If your company is best described as a manufacturer or service provider, describe your relationship with your sales and service force and with your dealer network in delivering the products and services proposed in this RFP. Are these individuals your employees, or the employees of a third party?	Quicket is a software manufacturer that has designed and developed in-house all features and functions described in this proposal, unless otherwise specifically noted. As a software-as-a-service (SaaS) offering, Quicket also provides all ongoing maintenance/support, and updates/upgrades, resulting in a long-term partnership with its clients. Quicket does not rely on any subcontractors or 3rd parties to develop or maintain its own in-house solutions. Quicket serves as a reseller only for hardware that is required to utilize Quicket software, such as computers, tablets, handheld devices, and thermal printers. Clients trust Quicket to be a "one-stop-shop" that can provide comprehensive software along with facilitate the purchase or lease of necessary hardware at the best prices. Quicket is an expert in understanding the complete technical environment required in order to successfully deploy Parking Management Systems. All core development and support is based within the United States. Quicket does maintain its own full-time sales team and marketing staff that directly sell its products and services to clients. When it strategically makes sense, Quicket also partners with resellers that also assist Quicket with promoting its products and services. However, as a SaaS provider, Quicket always maintains a direct relationship with the client regardless of the sales channel (i.e. direct or via reseller). Within the context of Quicket's response to Sourcewell, the Company is responding directly and will not utilize any resellers, subcontractors, or other 3rd parties to perform any work/provide any products/services. Sourcewell and its members will have a direct relationship and partnership with Quicket.
16	If applicable, provide a detailed explanation outlining the licenses and certifications that are both required to be held, and actually held, by your organization (including third parties and subcontractors that you use) in pursuit of the business contemplated by this RFP.	In addition to general business licenses and insurance required to operate in each state and to be compliant with any local/State purchasing requirements, Quicket also strictly conforms to CJIS, PCI, NIEM, and other industry best-practices/guidelines in order to provide a secure and scalable solution for our clients. Quicket is SOC 2 Type 1 and SOC 2 Type 2 compliant. SOC 2 is an accreditation from the American Institute of Certified Public Accountants — an independent third-party examiner. This audit demonstrates our compliance in all five trust service principles: security, confidentiality, processing integrity, availability, and privacy. The SOC audit helps also ensure adherence to the latest CJIS Security Policy, as further described below. When applicable, Quicket adheres to the Federal and State-specific CJIS policies. CJIS stands for the Criminal Justice Information Service Division. Oftentimes, some aspects of parking management systems are utilized by law enforcement agencies. When that occurs, Quicket is required to conform to the latest Security Policy provided by CJIS. Quicket has executed the required CJIS Security Addendum, a uniform agreement approved by the US Attorney General to ensure security and confidentiality. For software solutions that require payment processing, Quicket has also adheres to the Payment Card Industry Data Security Standard (PCI DSS). PCI DSS is mandated by all major card brands to ensure that payment-related data is appropriately protected. Quicket also adheres to other best practices such as NIEM, which is the National Information Exchange Model. This enables the efficient information exchange across organizations and is utilized to provide consistent, reusable data terms/definitions, and repeatable processes. In serving the public sector exclusively, Quicket recognizes the importance of acquiring/maintaining the required licenses/certifications and is willing to work with Sourcewell and its members to ensure full-compliance with any requirements.
17	Provide all "Suspension or Debarment" information that has applied to your organization during the past ten years.	There have been no suspensions or debarments that have been applied to Quicket or any of its executives in the past ten years.

Table 3: Industry Recognition & Marketplace Success

Line Item	Question	Response *	
18	Describe any relevant industry awards or recognition that your company has received in the past five years	Quicket was named a for the 3rd year in a row in 2021 a GovTech 100 Company, representing the top 100 companies in the world bringing innovative technology to the public sector. Quicket was specifically noted for being a leader in the adoption of cloud-based technologies for public safety and local government agencies.	
		Quicket was named by Amazon as the most innovative company in the world at the New York City Tech Symposium in its "City on a Cloud" Innovation Challenge.	
		One of Quicket's clients, Fox Lake, IL received Special Congressional Recognition and an Innovation Award for successfully implementing Quicket's Cloud Platform in order to improve its record keeping systems and internal controls. Fox Lake made national news for a number of unfortunate events that surrounded an officer death. Quicket was brought in specifically because of its unique ability to provide better real-time oversight, audit, and paperless functionalities in order to improve oversight and transparency.	*
		The Company's co-founders, Christiaan Burner and Akshay Singh were recognized in 2020 in Crain's Chicago Business because of how the Company has helped agencies during the Covid-19 pandemic. Specifically Quicket's cloud-based solutions digitize workflows and make services available online for residents to reduce human-to-human contact. Further, with cloud-based solutions, agencies are able to be deployed and maintained remotely whereas many legacy vendor projects were halted or support quality decreased because of their on-premise implementations.	
19	What percentage of your sales are to the governmental sector in the past three years	100%. Quicket is exclusively focused on the public sector, including federal, state, local, territory, province, tribal, and other political subdivisions. Quicket's deep domain knowledge and commitment to serving only the public sector makes Quicket an ideal long-term partner for Sourcewell and its members.	*
20	What percentage of your sales are to the education sector in the past three years	Quicket serves the education sector in the context of parking specific solutions for campus security/police. Most education campuses, especially higher education, require solutions for parking management including permitting, payment, enforcement, and more. Approximately 5% of the Company's sales can be attributed to education, but we anticipate further growth in this vertical, exceeding 10% by year-end.	*
21	List any state, provincial, or cooperative purchasing contracts that you hold. What is the annual sales volume for each of these contracts over the past three years?	Quicket was recently awarded RFP 051321 for Public Safety Software by Sourcewell. The contract was just awarded in late July 2021 and therefore there is no current sales volume. However, Quicket very much looks forward to beginning to market the award in close coordination with Sourcewell. Quicket hopes to also be awarded the contract for RFP 080321 - Parking Management Systems so that the Company can further expand its offerings through Sourcewell. Quicket does not hold any other cooperative purchasing contracts.	*
22	List any GSA contracts or Standing Offers and Supply Arrangements (SOSA) that you hold. What is the annual sales volume for each of these contracts over the past three years?	Quicket does not hold any GSA contracts or SOSA.	*

Table 4: References/Testimonials

Line Item 23. Supply reference information from three customers who are eligible to be Sourcewell participating entities.

Entity Name *	Contact Name *	Phone Number *	
City of Berwyn, IL	Commander Joseph Fitzgerald	7737273467	*
Lake County, IL	Todd Kupsak	847-727-9771	*
Rockdale County, GA	Gerald Maye	770-278-7076	*

Table 5: Top Five Government or Education Customers

Line Item 24. Provide a list of your top five government, education, or non-profit customers (entity name is optional), including entity type, the state or province the entity is located in, scope of the project(s), size of transaction(s), and dollar volumes from the past three years.

Entity Name	Entity Type *	State / Province *	Scope of Work *		Dollar Volume Past Three Years *	
-------------	---------------	--------------------	-----------------	--	-------------------------------------	--

Lake County, IL	Government	Illinois - IL	Lake County, IL is the 3rd most populous County in Illinois with over 700,000 people. Quicket was selected by the Lake County Chiefs of Police Association in a widely published RFP for a countywide records and data exchange program in 2017 beating out other major industry competitors. The selection committee, consisting of several Lake County municipal agencies and an independent consultant scored Quicket the highest in every category, including features, ease-of-use, price, security, and more. Quicket now serves over two dozen agencies in the County. Quicket implemented a comprehensive cloud-based solution parking management and eCitation, RMS, evidence management, adjudication/court case management, financial management, code enforcement, payment processing, statistical reporting, NCIC connectivity, advanced data analytics, and real-time data exchange.	Quicket is paid by each agency in the Consortium ranging from \$6,000 to \$60,000 annually depending on size of agency and which software modules are acquired.	2018: \$710,000 2019: \$950,000 2020: \$1,100,000
Cook County, IL	Government	Illinois - IL	Quicket is one of the largest vendors of software for agencies in Cook County, IL, the second largest county by population in the United States. An initial group of agencies procured Quicket and over the last several years many more agencies have piggybacked on the existing contracts. Quicket has successfully deployed to over three dozen agencies with collectively over 2,100 sworn officers its comprehensive law enforcement RMS, NIBRS report writing, eCitation, evidence management, adjudication/court case management, financial management, payment processing, statistical reporting, NCIC connectivity, advanced data analytics, and real-time data exchange. River Grove, IL, as listed here is one of the most comprehensive users of the Quicket software suite, however additional contact details can also be provided for all other agencies, many of which have 100+ personnel.	Quicket is paid by each agency in the Consortium ranging from \$15,000 to \$480,000 annually depending on size of agency and which software modules are acquired.	2018: \$480,000 2019: \$1,800,000 2020: \$2,300,000
Rockdale County, GA	Government	Georgia - GA	Rockdale County, GA is a large metro- Atlanta area county that selected Quicket Solutions over major industry competitors in an RFP in 2018. Through this successful implementation, the Company demonstrated flexibility of Quicket platform for adoption to a wide variety of county functions including evidence, code enforcement case management, eCitation, court case management, mobile reporting, online payments, financial management, and more.	Quicket offers a simple annual subscription (SaaS model) for Rockdale County. The customer over time added additional software modules as the success of the platform was demonstrated and additional value was recognized through unifying more functionality with a single platform.	2018: \$88,974 2019: \$82,300 2020: \$105,464
Cook County, IL Forest Preserve Police Department	Government	Illinois - IL	Quicket was selected after a competitive RFP, beating out major industry competitors to deliver a cloudbased property/evidence and digital evidence management solution. The County was impressed by our highly intuitive mobile and web-based applications, experience deploying to large customers, affordable cloud-based data storage, and many other modules offered (the County plans to add additional Quicket modules at a later time). The cloud-based solution is deployed now to over 200 sworn personnel on Apple iOS devices and a web-based environment.	Quicket offers a simple annual subscription (SaaS model) for the Cook County, IL Forest Preserve Police Department.	2018: \$18,000 2019: \$18,000 2020: \$18,000
City of Berwyn, IL	Government	Illinois - IL	Delivery of cloud-based parking management system, records, eCitation, eCrash, mobile reporting, parking management, court case management/adjudication, financial management, payment processing, and data analytics solution. The customer over time added additional software modules as the success of the platform was demonstrated and additional value was recognized through unifying more functionality with a single platform.	Quicket offers a simple annual subscription (SaaS model) forthe City of Berwyn, IL. The customer over time added additional software modules as the success of the platform was demonstrated and additional value was recognized through unifying more functionality with a single platform.	2018: \$29,480 2019: \$29,480 2020: \$100,500

Table 6: Ability to Sell and Deliver Service

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

Line Item	Question	Response *
25	Sales force.	Quicket has a dedicated full-time sales force that is responsible for selling its cloud-based platform. The sales team is geographically spread out to efficiently cover all of North America. Each director of sales has a particular territory and has additional sales associates and sales consultants that report to the director of sales. All members of the sales force are trained on the entire offering for Parking Management Systems. Certain sales force members are also dedicated to focusing on larger accounts based on population size.
26	Dealer network or other distribution methods.	Quicket has also authorized several additional dealers to resell Quicket's software modules. However, all aspects of the implementation, ongoing support/maintenance, and updates/upgrades are performed directly by Quicket staff. Quicket leverages dealers only for the purposes of assisting with additional client acquisition.
27	Service force.	Quicket has dedicated full-time and US-based project management and support staff that have had considerable experience designing and deploying comprehensive solutions for multiple, complex, and large-scale projects and thus will be well-qualified to handle the diverse requirements of Sourcewell's participating Entities. Quicket assigns one or multiple dedicated project managers from Quicket's staff to ensure a consistent main points of contact(s) during the implementation/installation phase. Quicket has the right leaders in each department in place to lead any deployment, from engineering, operations, and support. In addition to project managers, Quicket also assigns program managers when required for implementations that each possess specializations in Server & Security, Software & Integration, and Q.A. & Deployment. Collectively, these professionals ensure a smooth implementation process from project kickoff to provisioning of the cloud-based solution, to testing, and finally go-live.
28	Describe the ordering process. If orders will be handled by distributors, dealers or others, explain the respective roles of the Proposer and others.	Quicket processes orders directly and will follow applicable ordering requirements for the Sourcewell contract. Given the robustness of Parking Management Systems, Quicket always conducts a free consultation with a new potential customer to develop a scope of work. Quicket does have a fully electronic process to develop the quote, prepare the contract, and send the contract for signature, but a new customer is not able to simply self-prepare an order, as there are many variables that need to be accounted for including configuration requests, existing systems/environment, data conversion, and more. For existing customers, Quicket does have a streamlined internal purchase request solution to re-order supplies and to adjust quantities. As an example, a customer can request an additional software license, which would then appropriately adjust the subscription.
29	Describe in detail the process and procedure of your customer service program, if applicable. Include your response-time capabilities and commitments, as well as any incentives that help your providers meet your stated service goals or promises.	Quicket provides 24/7/365 telephone, email, and in-app based support. In serving exclusively the public sector, Quicket recognizes the importance of having always-available support for these mission-critical applications. Quicket also provides a dedicated support manager for every client that is responsible for providing regular reports to the customer, escalating requests when necessary, and monitoring ongoing support for the duration of the contract. As a cloud-based solution with the ability to actively monitor the software and infrastructure in real-time, Quicket has an industry-leading response time. Many legacy providers that offer on-premise solutions rely on client IT staff or have to conduct an on-site visit, which may severely delay a resolution. As an entirely cloud-based solution, Quicket is dedicated not only to providing a modern software solution but is also able to offer superior customer service - which is critical in effectively serving public safety. Far too many public safety agencies have been crippled by legacy technology and poor support and Quicket has been able to dramatically improve this experience so that agencies can better serve the public. When a bug/enhancement is requested based on the nature of the request, it is assigned to one of the following categories:
		Critical bugs are assigned directly to the engineering leads and are labeled as an outage situation. Quicket maintains a dedicated emergency support line for critical situations. Quicket has a very efficient support/bug tracking system that leverages 'Zendesk' & Jira' to track all communication between the engineering teams, support, and the client. As the critical bug is being worked on, a support engineer is responsible for maintaining regular communication with the client on the status of resolution of the issue. Once the situation is resolved, a full post-mortem is conducted internally and a detailed report is provided to the client. The standard resolution timeframe for critical issues is under 1 hour, but the average resolution is 15 minutes. - Major bugs are attended the same way as critical bugs but with a longer resolution timeframe of up to 24 hours depending on the request. - Minor bugs are discussed further with the client and then with the engineering teams to apply the patch in the next release or during the standard biweekly or monthly system maintenance. In addition to standard support, Quicket's entire infrastructure is automated and the system is equipped with several core algorithms and health checks in place to allow for automated system maintenance concurrently while the system is being used. Quicket also performs several internal concurrent patches to address minor bugs, the latest security standards, and regular health analyses. This maintenance is done concurrently with the live system in the backend with no downtime. Unlike legacy systems that require downtime to 'patch' the system, upgrades/updates require zero system downtime with Quicket.
30	Describe your ability and willingness to provide your products and services to Sourcewell participating entities in the United States.	Quicket, as a current partner with Sourcewell due to its recent award for Public Safety Software, is excited about the potential opportunity to further expand its relationship with Sourcewell to serve the need for Parking Management Systems of participating entities in the United States. Quicket's cloud-based platform can be provided and is scalable to any participating entity within the
31	Describe your ability and willingness to provide your	United States. There are no geographic areas that cannot be served. As a cloud-based solution, Quicket is able to very efficiently implement and maintain solutions across North America. Quicket's cloud-based platform can be provided and is scalable to any participating entity within Canada. There are no geographic areas that cannot be served. As a cloud-based solution, Quicket is
32	products and services to Sourcewell participating entities in Canada. Identify any geographic areas of the United States	Canada. There are no geographic areas that cannot be served. As a cloud-based solution, Quicket is able to very efficiently implement and maintain solutions across North America. Quicket's cloud-based platform can be provided and is scalable to any participating entity within the
7=	or Canada that you will NOT be fully serving through the proposed contract.	United States and Canada. There are no geographic areas that cannot be served. As a cloud-based solution, Quicket is able to very efficiently implement and maintain solutions across North America.

33	(i.e., government, education, not-for-profit) that you will NOT be fully serving through the proposed contract. Explain in detail. For example, does your	Based on the scope of this RFP, Quicket is able to fully serve all entity sectors without restrictions. Quicket has experience selling to all levels of government, education, and other public sector entities. Quicket does not hold any other cooperative purchasing contracts outside of Sourcewell that would limit our ability to fully promote Sourcewell to any and all potential customers.	*
34		There are no additional requirements or restrictions that would apply to Hawaii or Alaska participating entities. In fact, Quicket has engaged with entities in both states. Quicket's cloud-based platform can be provisioned to any Alaska or Hawaii customer without limitations.	*

Table 7: Marketing Plan

Line Item	Question	Response *	
35	Describe your marketing strategy for promoting this contract opportunity. Upload representative samples of your marketing materials (if applicable) in the document	Quicket is pleased to attached several sample marketing materials for review by Sourcewell. We believe these materials illustrate professionalism and the Company is looking forward to enhancing our marketing materials to promote this contract upon award.	
	upload section of your response.	Quicket recognizes that upon award, Quicket understands that it can utilize the Sourcewell Trademark(s) in advertising and promotional materials for the purpose of marketing Sourcewell's relationship with Quicket. Similarly, Quicket will also grant Sourcewell the same ability to utilize Quicket's trademarks in marketing. Quicket understands also certain limitations apply and that all direct advertising, marketing, or offers with Participating Entities must be approved by Sourcewell.	*
		Within these parameters, Quicket seeks to substantially market its products and services should it be awarded the contract. It is Quicket's desire to update its marketing materials to include Sourcewell as the preferred purchasing route. Marketing materials that Quicket would like to develop include email announcements, brochures/fliers, social media posts, press releases banners, phone call scripts, and trade show materials. In addition, Quicket would like to update its website to include a "how to purchase" link that includes details on the Sourcewell contract.	
		Quicket recognizes that materials/publicity must be approved by Sourcewell and will strictly abide by the terms of the contract. Further, Quicket understands that it cannot claim to be endorsed by Sourcewell.	
36	Describe your use of technology and digital data (e.g., social media, metadata usage) to enhance marketing effectiveness.	Quicket has a robust technology-driven marketing/sales process. With email marketing, one of the most widely used components of the Company's strategy, Quicket utilizes a robust email marketing solution connected to its Customer Relationship Management solution. The email marketing solution ingests all current and potential customers, which are then further segmented out into specific roles, department functions, geographical area, and other parameters. From there, targeted email campaigns are developed by Quicket staff. The email marketing solution tracks all aspects of engagement (i.e. metadata) including delivery success rate vs. bounce back, number of opens, clicks on specific links, and replies. Quicket analyzes all of these metrics to monitor engagement and continue to refine its campaigns. Quicket intends to utilize email marketing campaigns with Sourcewell-approved content to provide details on the award of the contract.	*
		On Social media, Quicket also anticipates on posting announcements and educational information on the award from Sourcewell. Similarly, much of the engagement can be tracked and paid campaigns can also be utilized to enhance reach/effectiveness.	
		Finally, Quicket also utilizes a unified voice platform for phone call marketing, which tracks engagement, including success rate with calls. Quicket intends to educate its sales and marketing staff on the Sourcewell contract award in order to assist agencies with acquiring Quicket via Sourcewell.	
37	In your view, what is Sourcewell's role in promoting contracts arising out of this RFP? How will you integrate a Sourcewell-awarded contract into your sales process?	Quicket intends to put together educational materials for its entire sales team so that it has the materials and knowledge to speak correctly and in-depth about the Sourcewell contract award when communicating directly with customers. As outlined above in line items 36, Quicket also has many other digital and physical mediums that be utilized and integrated into the sales process to appropriate promote the contract arising out of this RFP.	*
		It is Quicket's hope that Sourcewell also make any appropriate announcement(s) to its members informing them of the award to Quicket and scope of the products/services offered. Quicket recognizes that Sourcewell would not 'endorse' the Company, but looks forward to working to understand what appropriate methods Sourcewell uses to advertise awarded contracts.	
38	Are your products or services available through an e-procurement ordering process? If so, describe your e-procurement system and how governmental and educational customers have used it.	Quicket does not offer an e-procurement ordering process for new customers, but does offer this to existing customers to adjust quantities of certain items. Given the robustness of Parking Management Systems, Quicket always conducts a free consultation with a new potential customer to develop a scope of work. Quicket does have a fully electronic process to develop the quote, prepare the contract, and send the contract for signature, but a new customer is not able to simply self-prepare an order, as there are many variables that need to be accounted for including configuration requests, existing systems/environment, data conversion, and more.	*
		For existing customers, Quicket does have a streamlined internal purchase request solution to re-order supplies and to adjust quantities. As an example, a customer can request an additional software license, which would then appropriately adjust the subscription.	

Table 8: Value-Added Attributes

Line Item Question	Response *	

Describe any product, equipment, maintenance, or operator training programs that you offer to Sourcewell participating entities. Include details, such as whether training is standard or optional, who provides training, and any costs that apply.

Quicket offers hands-on scenario-based training and frequently utilizes the "train the trainer" approach. We will provide extensive on-site or virtual (at the client's discretion) training during initial go-live with key staff members and can also be on-site for any other future major releases. The purpose of this extensive training is to cover all aspects of the software (product), equipment, maintenance, and other operator functions, which covers all aspects as outlined by Sourcewell. Quicket would recommend "experts" be assigned as the lead trainers on the participating entity's end. From there, we can continue to update the lead trainers on updates, changes, etc. for future deployments. Quicket conducts regular webinars for ongoing training. Interaction with our team and the participating entity is key to building and deploying a state-of-the-art system.

Quicket will provide continued updates to the system and define what is the best avenue to share this information with the participating entity. Some find an email with updates monthly is effective, but others would like to schedule monthly (or whatever timing works) updates on our system and training. Every deployment is different based on the requirements, schedules, teams, etc. Quicket will find what works best for the participating entity's staff and continue to update / train on new and exciting features Quicket deploys. Quicket will create multiple user groups, which usually consist of standard users (officers), supervisors, records, admin, and specialty staff, with each having their own specialized sessions as well as one standardized session for general system use (profile management, login, basic navigation, etc.). Each user session in our experience takes no more than 2-3 hours, with the exception of admin training which requires typically 5-8 hours. Training consists of "real-life" scenarios developed by Quicket in coordination with clients. Lastly, Quicket will provide all needed user documentation, training materials, and UI supported web help guided tours where applicable for the participating entity's specific implementation of the Quicket software.

Describe any technological advances that your proposed products or services offer.

Quicket is a leader in providing secure, highly configurable, device-agnostic, rapidly provisioned cloud-based solutions for public sector organizations.

Quicket recognizes the need of government agencies and the public they serve to have access to real-time data from anywhere. Quicket's unique device-agnostic solution provides native secure applications for any device that utilizes all major operating systems including iOS, Android, and Windows. In addition, Quicket provides a web-based application accessible from any web-browser. Many legacy applications for core systems are only offered as clunky .NET Windows applications, while Quicket alternatively provides total flexibility. Government professional can access the data and operational intelligence they need from any device with Quicket.

Quicket has also developed a number of unique capabilities specifically related to Parking Management Systems. As a largely software-oriented Platform, Quicket typically enables clients to "virtualize" and eliminate many functionalities that previously could only be achieved through expensive hardware solutions. As an example, Quicket offers an entirely virtual parking meter solution. While parking meters were traditionally placed next to every parking spot or a single unit to cover a set of meters, agencies are beginning to adopt mobileonly solutions that enable people to visit a website or download a mobile application to manage parking spaces. With the simple posting of a sign with a QR code and website, a person can easily visit the website or download the Quicket mobile app and purchase time for the meter and manage a digital wallet, completely eliminating the need for expensive kiosks or meters. If a person is unable to pay via smartphone, a phone number exists to pay by phone (IVR). Another example of Quicket's innovation is the real-time synchronization between our virtual parking meter solution and the permit and enforcement solution. Parking enforcement personnel have the ability in real-time via our device-agnostic solutions to lookup any plate (or scan via LPR technology) to see if the vehicle has remaining time or a permit for long-term parking. If there is a violation, Quicket has industry leading eCitation (eTicketing) solution that captures all relevant violation information and allows a user to print a copy to leave with the person or on the vehicle. The enforcement dashboard also has the ability to show in real-time on a map the areas where the most vehicles are parked and other analytics. Another innovative functionality is the built-in payment processing, which oftentimes has to be outsourced to another vendor. Through Quicket, the public can make secure payments and transactions update records in realtime, eliminating manual data entry between finance, payment, and record systems. Finally, Quicket provides an entirely paperless and virtual permit management system, providing a more green and efficient alternative to stickers, plate tags, windshield tags, or other solutions. Instead, a permit can be registered to one or more plates through the web-based or mobile app, eliminating the need for a person to pickup or an agency to mail the appropriate permit, saving time and significant money.

Through partnering with Quicket, Sourcewell's participating entities will also realize a significant return on investment through the usage of cloud computing. In addition, participating entities will enjoy a far more seamless experience compared to legacy solutions, as the solution was designed from the ground-up to be a single unified solution rather than multiple solutions poorly integrated together and not modernized as a unified tech stack. As a cloud-based application, Quicket does not require the client to install any server infrastructure. Every aspect of the infrastructure and environment is set up by Quicket staff, ensuring a rapid and smooth implementation.

Amazon Web Services (AWS) and Microsoft Azure, the cloud environments used by Quicket, are the world's largest Infrastructure-as-a-Service (IaaS) provider. The AWS GovCloud and Microsoft Azure Government Cloud provides secure, scalable, and cost-efficient solutions to support the unique requirements and missions of all levels of the US and Canadian governments. The cloud services provided by AWS can be employed to meet mandates, reduce costs, drive efficiencies, and increase innovation across federal, state, provincial, and municipal government organizations. It is trusted by these entities to provide a secure and cost-effective data storage and computational environment. With Quicket Solutions, Sourcewell and its participating entities have the unique opportunity to join a community of now thousands of private companies and public-sector agencies who are experiencing the immense benefits of cloud.

The key benefits of working with Quicket and its expertise with cloud-based solutions, compared to an onsite server installation is that the infrastructure provided by a leading cloud provider is more affordable, secure, and powerful. A core precept of cloud computing is to avoid the cost impact of over-provisioning or under-provisioning of computing resources. With projects that require massive amounts of computation and storage, oftentimes it can be difficult, if not impossible, to accurately forecast internally the exact needs for a server. Oftentimes, an organization may invest not enough and thus the servers do not have the computational or storage capacity to meet he needs of the project. On the other hand, an agency may overbudget, and thus far too many computational resources were purchased and consequently go unused. With the Quicket Cloud Platform, organizations eliminate the need to guess on infrastructure needs. Financially speaking, there are generally significant upfront capital requirements for an on-site solution. With the cloud, rather than large upfront capital expenses, Sourcewell participating entities will be able to enjoy a predictable and consistent low subscription model.

The second, and widely accepted, reason why cloud can provide immense cost savings is due to the ability to take advantage of economies of scale. Building your own server infrastructure is not just expensive initially, but also expensive and complicated to maintain as it becomes necessary to replace outdated or failing technology. With Quicket, all US and Canadian public-sector organizations can join a consolidated data center. With an enormous volume of servers and other inherent efficiencies of aggregating computational environments under one roof, clients can enjoy economies of scale or, in other words, cheaper per unit pricing than the participating entities would be able to receive in an independent project to build or refresh on-site infrastructure. Quicket, AWS, and Microsoft are trusted by many organizations for handling highly sensitive data including regulated government data that must adhere to CJIS or other strict policy controls. A combination of logical and physical security, especially for public-sector workloads, makes the Quicket platform vastly more secure than onsite offerings. Logical security, including end-to-end device, network, database encryption, multifactor authentication, and automatic backups combined with state-of-the-art physical security, including geographically isolated, guarded data centers results in a much more secure solution. Finally, when implementing a cloudbased solution, users will be able to enjoy a more powerful and reliable solution for computational and storage needs. Quicket will deploy state-of-the-art server configurations utilizing high end CPUs, RAM, and other critical components to deliver a fast and efficient computational environment for Sourcewell participating entities that is designed to automatically scale based on the current workload.

41	Describe any "green" initiatives that relate to your company or to your products or services, and include a list of the certifying agency for each.	Quicket and its cloud providers, AWS and Microsoft are committed to running our businesses in the most environmentally friendly way possible and achieving 100% renewable energy usage for its cloud infrastructure. By leveraging Quicket and migrating away from on-premise solutions, agencies will recognize substantial environmental benefits. The results of a study by 451 Research show that cloud infrastructure is 3.6 times more energy efficient than the median of the surveyed U.S. enterprise data centers. More than two-thirds of this advantage is attributable to the combination of a more energy efficient server population and much higher server utilization. Amazon and Microsoft data centers are also more energy efficient than enterprise sites due to comprehensive efficiency programs that touch every facet of the facility. According to the study, when we factor in the carbon intensity of consumed electricity and renewable energy purchases, which reduce associated carbon emissions, the cloud performs the same task with an 88% lower carbon footprint. In 2019, Amazon cofounded The Climate Pledge—a commitment to be net zero carbon across the business by 2040. Microsoft similarly has pledged to be net zero carbon across the business by 2030. In addition to direct environment benefits associated with utilizing Quicket's cloud-based platform, there are also environmental benefits associated with Quicket's implementation and servicing/maintenance. Because all or almost all aspects of implementation, including provisioning of the solution can be accomplished remotely, there is far less travel required to client sites. On-site visits typically only occur during the initial kickoff for requirements gathering and for hands-on training. Further, a cloud-based solution can be serviced/maintained	*
42	Identify any third-party issued eco-labels, ratings or certifications that your company has received for the equipment or products included in your Proposal related to energy efficiency or conservation, lifecycle design (cradle-to-cradle), or other green/sustainability factors.	remotely as well, meaning that Quicket staff do not have to travel on-site for routine or urgent updates/upgrades. Quicket does not have any third-part issued eco-labels, ratings, or certifications. However, as outlined in the response to line-item 38, Quicket's utilizing of entirely cloud-based infrastructure provides significant environmental benefits over legacy solutions.	*
43	Describe any Women or Minority Business Entity (WMBE), Small Business Entity (SBE), or veteran owned business certifications that your company or hub partners have obtained. Upload documentation of certification (as applicable) in the document upload section of your response.	Quicket does not have any Women, WMBE, SBE, or Veteran HUB designations.	*
44	What unique attributes does your company, your products, or your services offer to Sourcewell participating entities? What makes your proposed solutions unique in your industry as it applies to Sourcewell participating entities?	Quicket exclusively serves the public sector, including multiple verticals including parking management, justice & public safety, finance, community development, planning, citizen engagement, and more. With the sole focus of serving the public sector with innovative technology, Quicket has more experience than any other vendor in delivering exclusively cloud-based solutions for the public sector. It is for this reason that Quicket has consistently demonstrated that it can replace legacy competitors and tackle large-scale and diverse implementations. There is only one vendor in the market today that can claim to have a single unified data engine built from the ground-up that spans a significant majority of government-specific functions. With Quicket also being a vendor with Sourcewell for Public Safety Software, agencies have the unique opportunity to partner with one vendor so that they can consolidate solutions and bring together data for more efficient and cost-effective operations. In addition, Quicket's Open API allows for seamless integrations to other systems. With this approach, combined with many successful implementations, Quicket is best positioned to be the preferred technology partner of Sourcewell and its participating entities for years, if not decades to come. Regarding Quicket's technology, the Company's proprietary Configuration Engine was designed to handle the unique and specific requirements of diverse agencies across the United States and Canada. Specifically, the Configuration Engine manages diverse government workflows and regulations while significantly reducing engineering resources required for implementations. Quicket's Artificial Intelligence driven Configuration Engine automates and decouples application building from software development. This eliminates the need to manage multiple applications for each client. In addition, no application updates are required, eliminating need to coordinate with client IT. As a direct result, Quicket's implementations for its parking management	

Table 9A: Warranty

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

Line Item Question	Response *	

45	Do your warranties cover all products, parts, and labor?	Yes, Quicket's warranty covers all products (software), parts (software), and labor directly provided by Quicket. Where Quicket assists an agency with the acquisition of 3rd party products/hardware, the manufacturer's warranty would apply.	
		Quicket warrants that for a period of one year following the delivery (the "Warranty Period"), the software (products) will perform in material conformity with all applicable end user documentation supplied by Quicket; provided, that the software is operated in accordance with the documentation. During the implementation phase, the Customer will sign off on the delivery once the Statement of Work is completed. The Customer has the ability to notify Quicket prior to signing off on delivery if any specifications do not conform to the agreed-upon Statement of Work. After acceptance of the delivery, the Customer may make a claim if the software does not operate in accordance with the end user documentation or performance standards outlined above. Quicket shall at no cost to the customer replace or repair the affected software so that it performs to warranty or if not commercially feasible, shall refund the customer. To date since the founding of the Company, Quicket has had no claims against its warranty, illustrating the reliability of the software and its successful long-term use. Quicket has included a copy of its standard Master Software and Services agreement, which includes further details on the warranty.	*
		Quicket further warrants that Professional Services (labor) supplied hereunder, or under any future SOW or Schedule, shall be supplied in a professional and workman-like manner consistent with general industry standards reasonably applicable to the Professional Services to be provided. All personnel performing Professional Services under this Agreement or any subsequent agreement will be sufficiently trained and knowledgeable to perform the services required, and shall meet any and all requirements necessary to perform Professional Services that are to be provided by Quicket to the Customer.	
46	Do your warranties impose usage restrictions or other limitations that adversely affect coverage?	This Warranty does not apply if Customer or any third party changes or modifies the Software (products or parts) without the written authorization of Quicket or if the defect is caused by use of the Software with third party software or hardware not supplied, supported, recommended or approved by Quicket for use with the Software. Customer will have access to all Documentation related to the Quicket Solutions Software and Services as set forth in the purchase order. The Documentation will describe the functionality and capabilities of the Quicket Solutions Software and Services including without limitation material information required for installation, implementation and support of the same.	*
47	Do your warranties cover the expense of technicians' travel time and mileage to perform warranty repairs?	Yes, so long as usage does not violate the Warranty. Otherwise, the hourly rate, plus time and mileage may be charged in accordance with the pricing schedule provided to the Customer.	
		At Quicket's election, it shall, at no additional cost to the Customer: (a) replace or repair the affected Quicket Solutions Software and Services so it performs as warranted or, (b) if Quicket is not able to, or determines it is not commercially feasible to repair or replace the same within a reasonable period of time, terminate the License and Quicket Solutions Software and Services and credit or (at Customer's option) refund to Customer the unused, prepaid Quicket Solutions Software and Services subscription fees paid hereunder on a prorated basis based on the remaining period in the Term.	*
48	Are there any geographic regions of the United States or Canada (as applicable) for which you cannot provide a certified technician to perform warranty repairs? How will Sourcewell participating entities in these regions be provided service for warranty repair?	No, Quicket is able to provide a certified technician across the United States and Canada. Quicket has offices on each coast as well as the central region in order to provide prompt servicing when needed. As a cloud-based solution, Quicket is able to service the vast majority of requests remotely, but when needed, a certified technician or engineer will come on-site.	*
49	Will you cover warranty service for items made by other manufacturers that are part of your proposal, or are these warranties issues typically passed on to the original	During the Term, Quicket will be responsible for maintenance and/or service of the Equipment ("items made by other manufacturers") in accordance with the following:	
	equipment manufacturer?	(i) In the event Quicket holds the manufacturer's warranty on any Equipment, then in the event of a claim under the applicable manufacturer's warranty, Customer shall return the Equipment to Quicket, in the manner as Quicket may reasonably direct, with a written description of the damage, malfunction or other problem experienced with the Equipment;	
		(ii) For any Equipment which is no longer covered by the manufacturer's warranty, then Quicket agrees that Quicket will be responsible for maintenance and service of such Equipment until Quicket and Customer determine to remove such Equipment from Service or the Agreement expires or is otherwise terminated, subject to the exceptions set forth in subparagraph (iv) below;	*
		(iii) In the event that any Equipment malfunctions, is (A) damaged or destroyed, whether or not covered by the manufacturer's warranty at the time of such malfunction, damage or destruction (i.e., such malfunction, damage or destruction is caused by other than routine wear and tear) and (B) the repair or replacement of such Equipment is not or would not be covered under the applicable manufacturer's warranty, then Customer shall be responsible for the cost of repair or replacement of such Equipment;	
		(iv) In the event Customer holds the warranty on any Equipment, then Customer shall be responsible for contacting the manufacturer for any warranty matters.	

	•	
50	What are your proposed exchange and return programs and policies?	In the event any Equipment malfunctions, is damaged, lost or destroyed during the Term, then Customer shall promptly notify Quicket in writing of such malfunction, damage, loss or destruction. In the event Quicket directs Customer to deliver or make available to Quicket, such malfunctioning, damaged or destroyed Equipment, then upon receipt of the Equipment, Quicket shall (i) determine if Quicket is able to remedy the malfunction or repair the Equipment; or (ii) send the Equipment to the manufacturer pursuant to the applicable warranty and (iii) within two (2) business days of receipt of Customer's notice provide a similar make and model of Equipment (or suitable substitute with comparable functionality) for use by Customer until the Equipment is repaired and returned to Customer or a determination is made that the malfunction, damage or other problem is either not covered by (I) the applicable manufacturer's warranty (for example, the damage is caused by abuse or neglect) or (II) Quicket's maintenance and repair obligation under Section 2(b) (ii) above. If the malfunction, damage or other problem is not covered by either the applicable manufacturer's warranty or Quicket's maintenance and repair obligation, and the manufacturer provides an estimate of the cost of repair, Quicket shall refer such estimate to Customer, and Customer shall determine whether to repair or replace the Equipment, at Customer's option and sole expense. Upon repair or replacement, Quicket and Customer shall exchange the original (or replacement) Equipment and the Quicket loaned item.
51	Describe any service contract options for the items included in your proposal.	Service and support is always included with every Quicket contract for no additional cost. Since Quicket is offered as a Software-as-a-Service (SaaS) model, Quicket forms a true long-term partnership with every customer, rather than simply deliver a product. With Quicket's SaaS model, all ongoing service, including updates/upgrades and maintenance/support is provided for no additional cost in the subscription. For public safety agencies specifically, this also includes 24/7/365 support, as Quicket recognizes that public sector solutions must always function to effectively serve the public.
		The subscription also includes an ongoing license for the software along with required server infrastructure for compute and storage. One of the primary differentiators with Quicket compared to the competition is that the Company's software improves over-time rather than becomes outdated. Far too many public sector solutions are antiquated and Quicket provides a superior business model to help agencies modernize and stay current with software.
		Quicket also does provide a service and lease option for equipment where possible and if requested by the Customer. Quicket will supply a lease addendum to the contract for any ongoing services requested by the Customer. Excerpts below:
		This Leased Equipment Addendum applies to the delivery, possession and maintenance of the Equipment. Customer agrees that all such Equipment is leased from Quicket and that Quicket is the owner of the Equipment. This Equipment Lease Addendum commences on the date the Equipment is delivered to Customer, and all lease payments are included in the total fees set forth on the purchase order or other ordering document.
		Quicket leases the Equipment to Customer "AS IS" AND, EXCEPT AS OTHERWISE STATED HEREIN, MAKES NO WARRANTIES, EXPRESS OR IMPLIED WITH REGARD TO THE EQUIPMENT, INCLUDING ANY WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. Notwithstanding the disclaimers set forth in the immediately preceding sentence, Quicket specifically warrants that the Equipment is fit for use with the Quicket Solutions Software and Services, as defined in the Agreement. Quicket will hold for the benefit of, or transfer to, Customer, at Customer's option, any manufacturer warranties included with any such Equipment. Unless otherwise specified in the Agreement, the SOW or other ordering document, Customer is required to keep the Equipment repaired and maintained in good working order and as required by the manufacturer's warranty.

Table 9B: Performance Standards or Guarantees

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

Line Item	Question	Response *
52	Describe any performance standards or guarantees that apply to your services	The Quicket Platform, built on AWS GovCloud and Microsoft Azure Government Cloud, provides state-of-the-art server configurations, and multiple availability zones to guarantee 99.999999% infrastructure uptime (eight nines reliability, equating to 316 milliseconds downtime annually. This far exceeds industry requirements for uptime of core public sector systems, illustrating Quicket's ability to provide a highly reliable platform. In the last three years, Quicket has had zero measurable downtime. Quicket also guarantees 24/7/365 telephone, email, and in-app support for all public sector customers. Please see table 6 line, item 26 for more information on support turnaround guarantees, which are among the best in the industry. Quicket warrants that for a period of one year following the delivery (the "Warranty Period"), the software will perform in material conformity with all applicable end user documentation supplied by Quicket; provided, that the software is operated in accordance with the documentation. During the implementation phase, the Customer will sign off on the delivery once the Statement of Work is completed. The Customer has the ability to notify Quicket prior to signing off on delivery if any specifications do not conform to the agreed-upon Statement of Work. After acceptance of the delivery, the Customer may make a claim if the software does not operate in accordance with the end user documentation or performance standards outlined above. Quicket shall at no cost to the customer replace or repair the affected software so that it performs to warranty or if not commercially feasible, shall refund the customer. To date since the founding of the Company, Quicket has had no claims against its warranty, illustrating the reliability of the software and its successful long-term use. Quicket has included a copy of its standard Master Software and Services agreement, which includes further details on the warranty.
53	Describe any service standards or guarantees that apply to your services (policies, metrics, KPIs, etc.)	Quicket is committed to providing a high-level of customer care and service from contract execution to post go-live support. Therefore, Quicket has outlined below the service standards that apply during the implementation period after the execution of a Statement of Work (SOW) as well as post go-live. Implementation Service Standards: Quicket provides a detailed implementation timeline with each statement of work to ensure that both parties understand the expectations of the work requirements and deliverables during each stage of the implementation. After the initial deliverable(s) the customer will provide written acceptance, comments and/or change requests, if any, within sixty (60) work days (or as otherwise mutually agreed upon by both parties) from receipt by of the initial deliverable(s). Upon receipt of client's comments, QUICKET shall have sixty (60) working days (or as otherwise mutually agreed upon by both parties)) to incorporate the customers' comments and/or change requests and to resubmit the deliverable in its final form. The client shall bear no additional costs for Quicket to incorporate such requests so long as such requests adhere to the agreed-upon SOW. Post Go-Live Service Standards: Quicket has included with its response a copy of its Master Software and Services Agreement (MSSA) which contains its Service Level Agreement (SLA), which outlines its service standards and guarantees, including policies, metrics, and applicable KPIs). Quicket is willing to negotiate with Sourcewell to ensure compliance with the contract and to best meet the needs of the participating entities. Specifically regarding the SLA, Quicket warrants the software will generally be available 99.99% of the time, except as provided below (infrastructure has a guaranteed uptime specifically of 99.99999%. General availability will be calculated per calendar quarter. Exclusions include 1) Any planned downtime of which Quicket gives 8 hours or more notice. Quicket will use commercially reasonable efforts to schedule all p

Table 10: Payment Terms and Financing Options

Line Item	Question	Response *
54	Describe your payment terms and accepted payment methods?	Quicket generally offers net 30 as its standard payment terms. Quicket is willing to negotiate with Sourcewell if it is the preference of Sourcewell and/or its members to offer alternative payment terms. Quicket accepts payment via ACH/wire, check, money order, and credit card (a processing fee may apply) as well as P-card procurement and payments. There are no additional costs to Sourcewell participating entities for using a P-Card process.
55	Describe any leasing or financing options available for use by educational or governmental entities.	Quicket's entire software platform and each individual software module is offered as Software-as-a-service (SaaS). In the era of tight budgets for many, if not most, government customers, agencies prefer Quicket's simple subscription model, which eliminates many of the typical upfront costs associated with purchasing hardware/server infrastructure, software licenses, and more. Similar to the concept of a "lease" or "financing" option, Quicket's subscription model allows agencies to subscribe, rather than pay a significant amount upfront. This flexible model allows agencies to pay monthly, quarterly, or annually and discounts may apply based on the term associated with the subscription payment. In conclusion, Quicket eliminates much of the purchase risk associated with acquiring the new solution and instead delivers a transparent and consistent subscription model, which includes cloud-based compute and storage infrastructure, maintenance/support, and updates/upgrades.
		Quicket also offers a leasing option for most equipment and parts from 3rd party manufacturers where possible. Quicket also offers an applicable service agreement for equipment that is leased. Please see the included warranty information and software terms submitted with our proposal.
56	Describe any standard transaction documents that you propose to use in connection with an awarded contract (order forms, terms and conditions, service level agreements, etc.). Upload a sample of each (as applicable) in the document upload section of your response.	Quicket will process all Sourcewell participating entities' purchase orders directly with Quicket's dedicated inhouse staff. Quicket has a dedicated sales and marketing team that is responsible for identifying new opportunity and initiating an order. The sales and marketing team is educated on all potential contracts that can be leveraged, including potentially Sourcewell, if awarded. After gathering specifications from the customer, the sales and marketing staff work with the dedicated account management and contract representatives that have a specific duty to put together and track contracts, including compliance with all agreed-upon terms. In working exclusively with the public sector and through experience with both individual and cooperative purchasing contracts, Quicket has established extensive internal processes throughout the entire contracting process.
		More specifically as to how the process would work with Sourcewell: During the quoting process, a Quicket sales representative that is preparing a quote for a potential client (participating entity) that desires to leverage the Sourcewell Contract can only select SKUs and related pricing with appropriate fees that have been authorized under the contract. These SKUs and related pricing are maintained by the contracts team and reviewed by the legal department to ensure compliance with the Sourcewell contract. After a quote is prepared and the potential client is interested in moving forward, a contract is prepared by a Quicket contract representative and reviewed by legal to ensure proper pricing and compliance with the Sourcewell contract. Quicket internal contract management software allows for the tracking specifically of any compliance requirements, including setting up reminders to report the quarterly sales under the Contract to Sourcewell within the agreed-upon timeframe and setting up calculations for applicable fees (e.g. the Administrative Fee) based on the contract value. After a contract has been executed, the account management and contract team regular monitor the internal contract management software to ensure that all sales under the Contract are tracked and appropriately reported each quarter to Sourcewell. The administrative fee is then transmitted to accounting, which then authorizes payment promptly to Sourcewell. A copy of the sales report will also be attached for reconciliation/reference. Quicket has included a sample of its standard contract in the upload section which covers all terms and conditions, service level agreement, warranty, and other essential transaction documents.
57	Do you accept the P-card procurement and payment process? If so, is there any additional cost to Sourcewell participating entities for using this process?	Yes, Quicket accepts P-card procurement and payments. There are no additional costs to Sourcewell participating entities for using this process.

Table 11: Pricing and Delivery

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

Line Item	Question	Response *
58	Describe your pricing model (e.g., line-item discounts or product-category discounts). Provide detailed pricing data (including standard or list pricing and the Sourcewell discounted price) on all of the items that you want Sourcewell to consider as part of your RFP response. If applicable, provide a SKU for each item in your proposal. Upload your pricing	Quicket has provided detailed pricing for all software products (modules) and related services in the attached spreadsheet. Pricing for hardware is determined on a case-by-case basis depending on the client's unique needs. Both purchase price and leasing options are available.
	materials (if applicable) in the document upload section of your response.	A unique SKU is shown for each product and service. Pricing for all software products is shown as an annual subscription. Pricing may also be subdivided into the desired payment schedule such as monthly, quarterly, or biannual if requested by the customer. Service prices are hourly and billed when the service is rendered or based on the payment timeline established in the individual Statement of Work.
		A Statement of Work (SOW) must be developed with each potential customer to determine the exact quantity of each product required. The total number of units required for each product is determined based on one or multiple factors including, but not limited to, the number of devices, number of users, number of tasks, data storage requirements, and complexity of configurations/business rules. Certain products require the purchase of other products, as specified under each product description in the spreadsheet.
59	Quantify the pricing discount represented by the pricing proposal in this response. For example, if the pricing in your response represents a percentage discount from MSRP or list, state the percentage or percentage range.	Quicket has included a 9% discount off of its MSRP for all SKUs. As a SaaS solution, in order to provide transparency and consistency with its pricing, Quicket does not discount from its MSRP, therefore this discount represents the best pricing for Quicket today.
60	Describe any quantity or volume discounts or rebate programs that you offer.	The subscription model is designed specifically to scale to any size customer. It is important to note that the quantity required includes the factoring in of the number of "concurrent" users, meaning that Quicket in developing the SOW with a particular customer will determine the number of concurrent or active users expected for each product at a given time. This means that larger agencies with more personnel will almost always require fewer software licenses related to the total number of personnel compared to smaller agencies, which effectively provides a quantity/volume discount.
61	Propose a method of facilitating "sourced" products or related services, which may be referred to as "open market" items or "nonstandard options". For example, you may supply such items "at cost" or "at cost plus a percentage," or you may supply a quote for each such request.	Quicket regularly helps source open market/nonstandard options and would need to supply a quote on case-by-case basis. As an example, Quicket oftentimes helps facilitate hardware purchases, including providing recommendations and ordering of the parts on behalf of the customer. Quicket charges a small markup to assist agencies with such transactions. In other situations, Quicket provides open market items at no-cost to further incentive customers to partner with Quicket. During the Statement of Work development process, Quicket sales personnel will work with each customer to determine if any additional items are required beyond the standard products and services.
62	Identify any element of the total cost of acquisition that is NOT included in the pricing submitted with your response. This includes all additional charges associated with a purchase that are not directly identified as freight or shipping charges. For example, list costs for items like predelivery inspection, installation, set up, mandatory training, or initial inspection. Identify any parties that impose such costs and their relationship to the Proposer.	The Quicket subscription does not include any hidden costs. As a cloud-based solution, there are no additional costs associated with inspection, installation, set up, etc. The only costs that may apply in addition to the subscription are the hourly rates for the associated professional services.
63	If freight, delivery, or shipping is an additional cost to the Sourcewell participating entity, describe in detail the complete freight, shipping, and delivery program.	Not applicable. The only situation where there would be potential freight charges would be for an open market/nonstandard options for 3rd party hardware/equipment, which would be reviewed with the customer and quoted appropriately on a case-by-case basis.
64	Specifically describe freight, shipping, and delivery terms or programs available for Alaska, Hawaii, Canada, or any offshore delivery.	Not applicable. As a cloud-based solution, there are no costs associated with freight, shipping, or delivery for any state or territory.
65	Describe any unique distribution and/or delivery methods or options offered in your proposal.	As an entirely cloud-based solution, distribution is entirely over the internet. A secure download link is provided also for dedicated iOS, Android, and Windows applications. While Quicket does provide hands-on and when necessary on-site implementation and training, every aspect of the distribution/delivery can be conducted remotely via the internet, which significantly enhances the efficiency of the process.

Table 12: Pricing Offered

Line Item	The Pricing Offered in this Proposal is: *	Comments
66	c. better than the Proposer typically offers to GPOs, cooperative procurement organizations, or state purchasing departments.	Quicket does not have any existing cooperative purchasing agreements (outside of the recent award by Sourcewell for Public Safety Software) and looks forward to its partnership with Sourcewell, including focusing on marketing the superior value proposition of Sourcewell relative to any other contract and its pricing. Quicket has determined that Sourcewell is the best cooperative purchasing option, as it provides access so a very diverse set of customers and the scope of the RFP comprehensively addresses the needs of Quicket's customers. Quicket's pricing is better than what is typically offered to any organization/department. In addition, Quicket's willingness to commit to a 2% administrative fee reflects the significant value that Sourcewell would provide.

Table 13: Audit and Administrative Fee

Line Item	Question	Response *
67	Specifically describe any self-audit process or program that you plan to employ to verify compliance with your proposed Contract with Sourcewell. This process includes ensuring that Sourcewell participating entities obtain the proper pricing, that the Vendor reports all sales under the Contract each quarter, and that the Vendor remits the proper administrative fee to Sourcewell. Provide sufficient detail to support your ability to report quarterly sales to Sourcewell as described in the Contract template.	Quicket has dedicated account management and contract representatives that have a specific duty to track contracts, including compliance with all agreed-upon terms. In working exclusively with the public sector and through experience with both individual and cooperative purchasing contracts, Quicket has established extensive internal processes throughout the entire contracting process. For instance, during the quoting process, a Quicket sales representative that is preparing a quote for a potential client (participating entity) that desires to leverage the Sourcewell Contract can only select SKUs and related pricing with appropriate fees that have been authorized under the contract. These SKUs and related pricing are maintained by the contracts team and reviewed by the legal department to ensure compliance with the Sourcewell contract. After a quote is prepared and the potential client is interested in moving forward, a contract is prepared by a Quicket contract representative and reviewed by legal to ensure proper pricing and compliance with the Sourcewell contract. Quicket internal contract management software allows for the tracking specifically of any compliance requirements, including setting up reminders to report the sales under the Contract to Sourcewell within the agreed-upon timeframe and setting up calculations for applicable fees (e.g. the Administrative Fee) based on the contract value. After a contract has been executed, the account management and contract team regular monitor the internal contract management software to ensure that all sales under the Contract are tracked and appropriately reported each quarter to Sourcewell. The administrative fee is then transmitted to accounting, which then authorizes payment promptly to Sourcewell. A copy of the sales report will also be attached for reconciliation/reference.
68	If you are awarded a contract, provide a few examples of internal metrics that will be tracked to measure whether you are having success with the contract.	As mentioned above, Quicket maintains robust internal contract management software that is able to track all pending ("sales pipeline) and current executed agreements under a particular contract. As a few examples of how Quicket measures success with the contract, Quicket is able to measure the total number of participating agencies and the associated contract value for all sales pipeline, executed, and deployed contracts. Quicket can further segment this analysis to look at which specific SKUs and related pricing are being sold under the contract. Quicket also can conduct a time-based analysis, which helps measure the level of success as the Company can see how long it takes for a customer to go through the sales/contracting process. On the backend, Quicket also tracks ongoing performance of the contracts including retention rate, add-on addendums, and profit analysis that factors in the pricing (inclusive of administrative fee) vs. sales/marketing spend.
69	Identify a proposed administrative fee that you will pay to Sourcewell for facilitating, managing, and promoting the Sourcewell Contract in the event that you are awarded a Contract. This fee is typically calculated as a percentage of Vendor's sales under the Contract or as a per-unit fee; it is not a line-item addition to the Member's cost of goods. (See the RFP and template Contract for additional details.)	Quicket would like to propose a 2% administrative fee that the Company will pay Sourcewell in the event the we are awarded the Contract. Quicket is willing to pay an Administrative Fee on the upper end of the guidance provided by Sourcewell as the Company recognizes that Sourcewell will provide significant value to both Quicket and it's customers in being able to leverage this Contract. Quicket looks forward to a long-term mutually beneficial partnership with Sourcewell and its Members. Quicket understands that this is not a line item addition to the Member's cost but rather a fee taken out the pricing provided to the Member. Quicket agrees to promptly pay the Administrative Fee within the period specified by the Sourcewell Contract.

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

Line Item	Question	Response *
70	Provide a detailed description of the equipment, products, and services that you are offering in your proposal.	Quicket provides a unified cloud-based platform for Parking Management Systems and other core public sector functions. Quicket has designed its modern and state-of-the-art platform from the ground-up to be a unified solution that is also highly flexibility and can easily integrate with existing systems. While most solutions on the market today are on-premise and "proprietary", Quicket provides agencies with an easy-to-deploy and seamlessly integrated solution. Quicket aims to be the core "data engine" of the public sector, including for parking management systems, meaning that its device-agnostic solution is designed to digitize and seamlessly share data in real-time from anywhere with appropriate stakeholders, which eliminates paperwork, automates workflows, and improves operational intelligence. Quicket's parking management platform comprehensively addresses much of the core solutions desired by Sourcewell, such as virtual parking meters, pay stations, payment applications, platforms, and technologies, parking accessibility, permit, and enforcement solutions, and related equipment, and supplies Quicket's unique a-la-carte (modular) approach enables agencies to easily pick and choose the highest priority modules, without having to necessarily purchase the entire platform. This is highly desirable by agencies as it gives them price flexibility/cost-control and the ability to add-on modules later. Further, an Open API seamlessly sends data between third parties and the Quicket Platform. While many vendors struggle to integrate with other solutions due to the lack of modern APIs/web services, Quicket gives agencies peace of mind knowing that we can work with nearly any existing system. Quicket has the technical experience to ensure that it can integrate with nearly any legacy or modern solution. Ultimately, the flexibility of the Quicket Platform combined with its innovative subscription model is unique and well-positions Quicket to serve the diverse needs of Sourcewell's participating entities.
		In addition to the specific software modules ("products") that Quicket offers, the Company also provides all related professional services related to the implementation/project management (data conversion, system provisioning, configuration/customization, set up, and deployment), training, and post go-live support. All professional services are provided by Quicket full-time staff, ensuring that clients receive the highest level of customer care.
		Finally, Quicket is also able to provide 3rd-party manufactured hardware and related accessories for participating entities. Specifically, While Quicket is entirely cloud-based and there is no need for server infrastructure, Quicket recognizes that many agencies need certain end-user hardware equipment and related accessories to successfully deploy the Company's software. Finally, it is important to note that Quicket has significant experience and provides consultation to help agencies acquire the best end-user hardware such as license plate readers, phones, tablets, computers, cash registers, thermal printers, barcode scanners, and more, along with related accessories such as power cables, thermal paper, barcode stickers, etc. Quicket allows agencies to purchase much of this hardware directly from Quicket, which is then shipped to the customer or alternatively, Quicket helps customers purchase the hardware from another preferred supplier. Quicket would like to emphasize that it is truly a one-stop-shop, meaning that in order to successfully deploy software, Quicket provides all professional services along with cloud-based infrastructure and even end-user hardware to help public sector agencies have
		the smoothest transition. Collectively, Quicket provides the following products/services that are outlined in Section B-1 of the RFP: -Virtual parking meters, pay stations, and parking-related management or payment applications, platforms, or technologies; -Parking accessibility, permit, and enforcement solutions, including license plate readers, parking counters, mobility parking monitoring, parking permit management and tracking, and parking enforcement and citation technologies or applications; and, -Equipment, supplies, and services related to the offering of the solutions in subsections above.
		In addition, Quicket provides all services related to the offering of the solutions (products) above including installation, training, maintenance, integration, support, data analytics, and customization.
71	Within this RFP category there may be subcategories of solutions. List subcategory titles that best describe your products and services.	Quicket does not have any subcategories beyond differentiating between products (software modules/features) and services (professional services/labor). Within each product category, Quicket has listed specific features. Each product has its own pricing and each product may be purchased separately or together. Please note that this is not an exhaustive list of all features, as Quicket is also able to configure/customize the solution to meet additional specific needs of a participating entity. All products are considered off-the-shelf, however, Quicket works with each customer to develop a Statement of Work (SOW) that meets or exceeds their specific needs.
		Within the services subcategory, Quicket has outlined certain specific professional services. Many professional services that may be billed during implementation with a legacy solution provider are not directly billed by Quicket. Instead, Quicket offers a simple subscription model with minimal cost for services in order to provide agencies with a superior business model of less upfront investment required upfront and a more predictable and consistent subscription pricing.

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

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

Line Item	Category or Type	Offered *	Comments	
-----------	------------------	-----------	----------	--

70	Destrict markets and the second secon	la V	Outstand officers are increased in the contract of the contrac	1
72	Parking meters, pay stations, and parking-related management or payment applications, platforms, or technologies	G Yes C No	Quicket offers an innovative solution that allows customers to virtualize the parking management experience and realize immediate and long-term cost savings as well as public convenience. Quicket's virtual parking meter, pay station, and parking-related management and payment solutions is a fully integrated and highly configurable platform that is designed to scale to any size customer and meet their unique needs. The virtual parking meters allow a person to scan a QR code or visit a specific website, which is typically posted on a sign by the zone that the person desires to park. The website via a mobile-friendly interface or by downloading a mobile app allows a person to purchase time for a particular parking spot by registering the vehicle plate. The interface also allows the ability to create a virtual wallet so that funds can be uploaded, replenished, and used so that a credit card transaction does not have to be made every time. In addition, the solution can also check to see if parking within a certain area is currently prohibited due, provide warning when time is expired (also via text/email notification), and more. The solution also provides the ability to purchase any long-term permits if necessary or required, such as semester permits for school campuses, residential overnight parking, commercial vehicle permits, and more. Finally, with integrated payments, there is no need to work with another vendor in order to seamlessly accept credit, debit, ACH, PayPal and other methods of payment. Finally, as well as provide customer support.	*
73	Parking lot or parking ramp access controls, gates, and booths, and parking access and revenue control systems (PARCS)	C Yes No	Quicket does not directly provide parking lot or parking ramp solutions, but is able to partner with 3rd party providers. Quicket has an open API is is able to seamlessly integrate with other solutions in the market. Quicket intends to evaluate potentially providing this solution in the future.	*
74	Parking accessibility, permit, and enforcement solutions, including license plate readers, parking counters, mobility parking monitoring, parking permit management and tracking, and parking enforcement and citation technologies or applications	G Yes C No	Quicket offers a comprehensive parking accessibility, permit, and enforcement solution. Quicket has significant experience designing web and mobile applications that enable the public to access information to available parking, purchase permits, purchase specific time for a particular spot, manage a digital wallet, and conduct other transactions. The solutions is branded to client specifications so that all specific instructions, legal language, color, logo, etc. are incorporated. In addition, Quicket has significant experience with enforcement solutions, including managing the entire eCitation/eTicketing process. The enforcement solutions integrates with 3rd party license plate readers and can be deployed on any device (Windows, Android, and iOS) so that parking can be appropriately monitored, tracked, and violations can be issued and printed via a thermal printer. The solution is highly configurable so that appropriate business rules can be adjusted such as maximum time limit for spots, zone restrictions based on time of day, fines/fees for particular violations, permit limitations based on number of vehicles, and more. Quicket is confident that it will be able to leverage its diverse experience to meet the wide-ranging needs of agencies.	*

Equipment, supplies, and services related to the offering of the solutions in lines 71 - 73.	G Yes C No	Quicket regularly helps source all necessary equipment, supplies, and services related to the offerings of the solutions in lines 71-73, such as license plate readers, thermal printers, and cash registers. Quicket will supply a quote on case-by-case basis. As an example, Quicket oftentimes helps facilitate hardware purchases, including providing recommendations and ordering of the parts on behalf of the customer. Quicket charges a small markup to assist agencies with such transactions. In other situations, Quicket provides open market items at no-cost to further incentive customers to partner with Quicket. During the Statement of Work development process, Quicket sales personnel will work with each customer to determine if any additional items are required beyond the standard products and services offered	*
		standard products and services offered directly by Quicket.	

Table 15: Exceptions to Terms, Conditions, or Specifications Form

Line Item 76. NOTICE: To identify any exception, or to request any modification, to the Sourcewell template Contract terms, conditions, or specifications, a Proposer must submit the exception or requested modification on the Exceptions to Terms, Conditions, or Specifications Form immediately below. The contract section, the specific text addressed by the exception or requested modification, and the proposed modification must be identified in detail. Proposer's exceptions and proposed modifications are subject to review and approval of Sourcewell and will not automatically be included in the contract.

Contract Section	Term, Condition, or Specification	Exception or Proposed Modification

Documents

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

- 1. Documents in PDF format are preferred. Documents in Word, Excel, or compatible formats may also be provided.
- 2. Documents should NOT have a security password, as Sourcewell may not be able to open the file. It is your sole responsibility to ensure that the uploaded document(s) are not either defective, corrupted or blank and that the documents can be opened and viewed by Sourcewell.
- 3. Sourcewell may reject any response where any document(s) cannot be opened and viewed by Sourcewell.
- 4. If you need to upload more than one (1) document for a single item, you should combine the documents into one zipped file. If the zipped file contains more than one (1) document, ensure each document is named, in relation to the submission format item responding to. For example, if responding to the Marketing Plan category save the document as "Marketing Plan."
 - Pricing Sourcewell Quicket Solutions Parking Pricing 8-3-21.xlsx Tuesday August 03, 2021 16:10:13
 - Financial Strength and Stability Quicket Solutions Financial Strength and Stability pdf Tuesday August 03, 2021 14:43:27
 - Marketing Plan/Samples Quicket Product Brochure Sample.pdf Tuesday August 03, 2021 14:43:09
 - WMBE/MBE/SBE or Related Certificates (optional)
 - Warranty Information Sourcewell Quicket Solutions Warranty and Software Terms Sample.pdf Tuesday August 03, 2021 14:43:37
 - Standard Transaction Document Samples Sourcewell Quicket Solutions Warranty and Software Terms Sample.pdf Tuesday August 03, 2021 16:14:13
 - Upload Additional Document (optional)

Addenda, Terms and Conditions

PROPOSER AFFIDAVIT AND ASSURANCE OF COMPLIANCE

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

- 1. The Proposer is submitting this Proposal under its full and complete legal name, and the Proposer legally exists in good standing in the jurisdiction of its residence.
- 2. The Proposer warrants that the information provided in this Proposal is true, correct, and reliable for purposes of evaluation for contract award.
- 3. The Proposer, including any person assisting with the creation of this Proposal, has arrived at this Proposal independently and the Proposal has been created without colluding with any other person, company, or parties that have or will submit a proposal under this solicitation; and the Proposal has in all respects been created fairly without any fraud or dishonesty. The Proposer has not directly or indirectly entered into any agreement or arrangement with any person or business in an effort to influence any part of this solicitation or operations of a resulting contract; and the Proposer has not taken any action in restraint of free trade or competitiveness in connection with this solicitation. Additionally, if Proposer has worked with a consultant on the Proposal, the consultant (an individual or a company) has not assisted any other entity that has submitted or will submit a proposal for this solicitation.
- 4. To the best of its knowledge and belief, and except as otherwise disclosed in the Proposal, there are no relevant facts or circumstances which could give rise to an organizational conflict of interest. An organizational conflict of interest exists when a vendor has an unfair competitive advantage or the vendor's objectivity in performing the contract is, or might be, impaired.
- 5. The contents of the Proposal have not been communicated by the Proposer or its employees or agents to any person not an employee or legally authorized agent of the Proposer and will not be communicated to any such persons prior to Due Date of this solicitation.
- 6. If awarded a contract, the Proposer will provide to Sourcewell Participating Entities the equipment, products, and services in accordance with the terms, conditions, and scope of a resulting contract.
- 7. The Proposer possesses, or will possess before delivering any equipment, products, or services, all applicable licenses or certifications necessary to deliver such equipment, products, or services under any resulting contract.
- 8. The Proposer agrees to deliver equipment, products, and services through valid contracts, purchase orders, or means that are acceptable to Sourcewell Members. Unless otherwise agreed to, the Proposer must provide only new and first-quality products and related services to Sourcewell Members under an awarded Contract.
- 9. The Proposer will comply with all applicable provisions of federal, state, and local laws, regulations, rules, and orders.
- 10. The Proposer understands that Sourcewell will reject RFP proposals that are marked "confidential" (or "nonpublic," etc.), either substantially or in their entirety. Under Minnesota Statutes Section 13.591, subdivision 4, all proposals are considered nonpublic data until the evaluation is complete and a Contract is awarded. At that point, proposals become public data. Minnesota Statutes Section 13.37 permits only certain narrowly defined data to be considered a "trade secret," and thus nonpublic data under Minnesota's Data Practices Act.
- 11. Proposer its employees, agents, and subcontractors are not:
 - Included on the "Specially Designated Nationals and Blocked Persons" list maintained by the Office of Foreign Assets Control of the United States
 Department of the Treasury found at: https://www.treasury.gov/ofac/downloads/sdnlist.pdf;
 - 2. Included on the government-wide exclusions lists in the United States System for Award Management found at: https://sam.gov/SAM/; or
 - 3. Presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from programs operated by the State of Minnesota; the United States federal government or the Canadian government, as applicable; or any Participating Entity. Vendor certifies and warrants that neither it nor its principals have been convicted of a criminal offense related to the subject matter of this solicitation.

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

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

€ Yes € No

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

DocuSign Envelope ID: B71AB8CF-2DE6-46BB-BD9C-52DFE5B69D23

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

File Name

I have reviewed the below addendum and attachments (if applicable)

Pages

There have not been any addenda issued for this bid.