

**Solicitation Number: RFP #080321****CONTRACT**

This Contract is between Sourcewell, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 (Sourcewell) and Gtechna USA Corp., 2429 Military Road, Suite 3, Niagara Falls, NY 14304 (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 tax-exemption certification(s). When ordering, a Participating Entity must indicate if it is a tax-exempt entity.

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

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

4. PRODUCT AND PRICING CHANGE REQUESTS

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

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

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

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

5. PARTICIPATION, CONTRACT ACCESS, AND PARTICIPATING ENTITY REQUIREMENTS

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

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

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

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

6. PARTICIPATING ENTITY USE AND PURCHASING

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

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

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

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

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

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

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

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

7. CUSTOMER SERVICE

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

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

B. BUSINESS REVIEWS. Supplier must perform a minimum of one business review with Sourcwell 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 Sourcwell 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;
- Sourcwell Assigned Entity/Participating Entity Number;
- Item Purchased Description;
- Item Purchased Price;
- Sourcwell 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 Sourcwell, the Supplier will pay an administrative fee to Sourcwell 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 Sourcwell 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 the trademark(s) provided to Supplier by Sourcewell in advertising and promotional materials for the purpose of marketing Sourcewell's relationship with Supplier.
 - b. Supplier grants to Sourcewell a royalty-free, worldwide, non-exclusive right and license to use Supplier's trademarks in advertising and promotional materials for the purpose of marketing Supplier's relationship with Sourcewell.
2. *Limited Right of Sublicense.* The right and license granted herein includes a limited right of each party to grant sublicenses to their respective subsidiaries, distributors, dealers,

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

3. Use; Quality Control.

- a. Neither party may alter the other party's trademarks from the form provided and must comply with removal requests as to specific uses of its trademarks or logos.
- b. Each party agrees to use, and to cause its Permitted Sublicensees to use, the other party's trademarks only in good faith and in a dignified manner consistent with such party's use of the trademarks. Upon written notice to the breaching party, the breaching party has 30 days of the date of the written notice to cure the breach or the license will be terminated.

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

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

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

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

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

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

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

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

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

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

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

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

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

M. FEDERAL SEAL(S), LOGOS, AND FLAGS. The Supplier 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

Sourcwell or Supplier may cancel this Contract at any time, with or without cause, upon 60 days' written notice to the other party. However, Sourcwell 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.

Sourcwell

Gtechna USA Corp.

DocuSigned by:
Jeremy Schwartz
By: C0FD2A139D06489...
Jeremy Schwartz
Title: Chief Procurement Officer
Date: 10/4/2021 | 9:07 PM CDT

DocuSigned by:
Michel Guay
By: 1B8D60592B72423...
Michel Guay
Title: Executive VP
Date: 10/13/2021 | 7:55 AM PDT

Approved:

DocuSigned by:
Chad Coquette
By: 7E42B8F817A64CC...
Chad Coquette
Title: Executive Director/CEO
Date: 10/13/2021 | 9:55 AM CDT

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

Vendor Details

Company Name: ACCEO Solutions Inc.
Does your company conduct business under any other name? If yes, please state: Gtechna
Address: 7075 Place Robert-Joncas #M101 Montreal, QC H4M 2Z2
Contact: Pierre Lamoureux
Email: pierre.lamoureux@gtechna.com
Phone: 866-483-2462 5291
HST#:

Submission Details

Created On: Thursday June 17, 2021 10:11:46
Submitted On: Wednesday July 28, 2021 10:06:08
Submitted By: Pierre Lamoureux
Email: pierre.lamoureux@gtechna.com
Transaction #: 639ee5e9-c346-49cc-813a-e911b80d5902
Submitter's IP Address: 74.58.104.254

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")	Gtechna USA Corp.
2	Identify all subsidiary entities of the Proposer whose equipment, products, or services are included in the Proposal.	Gtechna software brand: Officer Elsag Automatic License Plate Systems Tannery Creek Automatic License Plate Systems Zebra mobile printers Seiko Mobile Printers Panasonic laptops for in car automatic license plate support Ticket paper Amazon AWS hosting support
3	Identify all applicable assumed names or DBA names of the Proposer or Proposer's subsidiaries in Line 1 or Line 2 above.	ACCEO Solutions inc. (for Canadian sales)
4	Proposer Physical Address:	2429 Military Rd. suite 3, Niagara Falls, NY 14304
5	Proposer website address (or addresses):	www.gtechna.com
6	Proposer's Authorized Representative (name, title, address, email address & phone) (The representative must have authority to sign the "Proposer's Assurance of Compliance" on behalf of the Proposer and, in the event of award, will be expected to execute the resulting contract):	Mr. Michel Guay, Executive VP 2429 Military Rd. suite 3, Niagara Falls, NY 14304 michel.guay@gtechna.com 866 483-2462
7	Proposer's primary contact for this proposal (name, title, address, email address & phone):	Carlo Dangelo 2429 Military Rd. suite 3, Niagara Falls, NY 14304 carlo.dangelo@gtechna.com 866 483-2462
8	Proposer's other contacts for this proposal, if any (name, title, address, email address & phone):	Carlo Dangelo 2429 Military Rd. suite 3, Niagara Falls, NY 14304 carlo.dangelo@gtechna.com 866 483-2462

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.	Gtechna (ACCEO) provides enterprise real-time off-street parking and curbside enforcement software including eCitation and permit management to assist governments, private operators, transportation agencies with smart parking technology to serve its communities with best-in-class solutions. Twenty-four years of successful collaborations in leading cities such as Washington, D.C., Toronto, ON, Pittsburgh, PA, Minneapolis, MN, Seattle, WA and Vancouver, BC has seen the firm's growth into international markets including Australia and Malaysia. GTECHNA has a growing base of more than 120 customers in the U.S., Canada and Australia with support agreements and services more than 25 million tickets per year. We exclusively focus on the product development, installation, and maintenance of parking enforcement and management solutions. Our company is part of Constellation Software which is on the stock exchange TSX. The company is headquartered in Toronto and has revenues of around 3.5 billion dollars. Not only is our product future proof but our company is also future proof, financially stable and not going anywhere.
10	What are your company's expectations in the event of an award?	Our expectations include having a sales vehicle to market nationally with a unified contract message. We also expect to obtain significant efficiencies such as less time to obtain the purchase order and standardized solution packages. We expect to be able to greatly reduce the agencies work load by standardizing specifications.
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.	Gtechna is a part of Harris Computer Systems, a company focused on delivering mission-critical software products to local and municipal government entities, school districts and hospital systems. Per corporate policy, Gtechna's and Harris' financial statements are reported through the financial reports of our parent company Constellation Software, Inc. This information is can be provided on request, or you can find it on CSI's website: http://www.csisoftware.com/category/corporate-financial/ You can learn more about Constellation Software by visiting www.csisoftware.com , and we encourage you to visit www.harriscomputer.com to gain additional perspective on the depth and breadth of our self-sufficient businesses and product offerings. Sourcewell will be hard pressed to find a more stable, growth-focused organization than Harris.

12	What is your US market share for the solutions that you are proposing?	3%	*
13	What is your Canadian market share for the solutions that you are proposing?	40%	*
14	Has your business ever petitioned for bankruptcy protection? If so, explain in detail.	No	*
15	<p>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.</p> <p>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?</p> <p>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?</p>	<p>Gtechna is a parking and permit software manufacturer. It is also an integrator that interfaces with all major parking service providers. These providers work in the pay by cell, the intelligent parking meter, and the automatic license plate reader areas. The sales process is through coop RFPs, and public RFPs. We also work through our technology partners.</p>	*

<p>16</p>	<p>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.</p>	<p>Gtechna holds the PCI certification for securing web credit call transactions. In addition Gtechna holdsSOC-2 which is described here.</p> <p>A-LIGN and A-LIGN ASSURANCE are the auditors conducting a Type 1 SOC 2 and Type 2 SOC 2 Examination of gtechna's (the "Company's"), e-Citation Software Services at the Montreal, Quebec facility.</p> <p>Trust principles are broken down as follows:</p> <p>1. Security</p> <p>The security part of the certification refers to protection of company and customer resources against unauthorized access. Access controls have been implemented to help prevent potential system abuse, theft or unauthorized removal of data, misuse of software, and improper alteration or disclosure of information.</p> <p>Several IT security tools have been implemented including but not limited to web application firewalls (WAFs), two factor authentication and intrusion detection to prevent security network breaches that can lead to unauthorized access of systems and data.</p> <p>2. Availability</p> <p>The availability refers to the accessibility of the system, products or services as stipulated by a contract or service level agreement (SLA). As such, the minimum acceptable performance level for system availability is set by both parties.</p> <p>This principle does not address system functionality and usability, but does involve security-related criteria that may affect availability. Required processes have been implemented in this context to monitor network performance and availability, site failover and security incident handling.</p> <p>3. Processing integrity</p> <p>The processing integrity principal addresses whether or not a system achieves its purpose (i.e., delivers the right data at the right price at the right time). Processes have been implemented to validate that the data processing is complete, valid, accurate, timely and authorized.</p> <p>Tasks related to purging data on a given frequency are built-in and configurable as per the company and customer policies.</p> <p>Monitoring data processing, coupled with quality assurance procedures, ensures processing integrity.</p> <p>4. Confidentiality</p> <p>Data is considered confidential if its access and disclosure is restricted to a specified set of persons or organizations. Examples may include data intended only for company personnel, as well as business plans, intellectual property, internal price lists and other types of sensitive financial information.</p> <p>Encryption is an important control for protecting confidentiality during transmission. Network and application firewalls, together with rigorous access controls, are used to safeguard information being processed or stored on computer systems. We use both live encryption and encryption at rest methodologies to ensure the security of data.</p> <p>5. Privacy</p> <p>The privacy principle addresses the system's collection, use, retention, disclosure and disposal of personal information in conformity with an organization's and company privacy notice.</p> <p>Personal identifiable information (PII) refers to details that can distinguish an individual (e.g., name, address, Social Security number). Some personal data related to health, race, sexuality and religion is also considered sensitive and generally requires an extra level of protection. We have several controls put in place to insure the authorized access and retention of this data.</p> <p>In addition, the solution provides the following security measure:</p> <p>Role Based Access</p> <p>The solution provides role-based access to application resources including menus, screens, reports, and options that are user-maintainable and responsive to business changes. Multiple levels of user security are available that provide for read-only access, read-write access, and modify access.</p> <p>The Gtechna Officer Command Center is used to define who is allowed to log into the system and what they are allowed to view or do. It is also used to control mobile access to various modules.</p> <ul style="list-style-type: none"> • Groups can be used to define functions that are likely to be common amongst all users having a similar role (e.g.: parking managers, court clerks, cashiers, etc.). • Module-specific tables: Users, Groups, Units and Teams
<p>17</p>	<p>Provide all "Suspension or Debarment" information that has applied to your organization during the past ten years.</p>	<p>Gtechna has not been suspended or disbarred in the last 10 years</p>

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	IPMI award as described below. Congratulations! On behalf of the IPMI Board of Directors and Awards of Excellence Committee, it is my pleasure to notify you that the Washington D.C. Vision Zero Bike Lane Safety and Enforcement Program has been selected to receive this year's award for Innovation in a Mobility, Transportation, or Parking Program!
19	What percentage of your sales are to the governmental sector in the past three years	90% of our sales have been to government entities. 10% have been to parking operators
20	What percentage of your sales are to the education sector in the past three years	4%
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?	We have a contract with NPPGOV that is inactive.
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?	We have no GSA contracts at this time.

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 Vancouver	Cathy Palmer	604-362-0262
Toronto TPS	Maghfoor Chaudhry	416 808-6617
Minneapolis	Duane Haponuk	612-685-8554
Milwaukee	Richard Dollhopf	414-286-8365
Sacramento	Voltaire Villaverde	916-808-3501

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 *	Size of Transactions *	Dollar Volume Past Three Years *
Washington DC	Government	District of Columbia - DC	Provides mobile citation issuance capability for all PEMA operations that have the responsibility for issuing citations, such as: Parking Control Officers, Abandoned Vehicle Investigators and Towing Control Officers and for all modes of enforcement or compliance such as Residential Permit Parking (RPP), Registering Out-of-State Automobiles (ROSA), Pay-by-Phone (PBP), metered parking rights	1.7 million tickets	Over 1 million
City of Vancouver	Government	BC - British Columbia	<ul style="list-style-type: none"> • Parking enforcement field application software from Gtechna • Parking enforcement back office for back office staff from Gtechna • New Android handheld choice, either: Honeywell TC56, or Panasonic FZ -X1 or Sonim XP7 • New mobile 3 inch wide Zebra ZQ 510 printer • Officer productivity module linked to GPS, events and time. • Field towing module • Integration with ALPR from Genetec and other ALPR vendors (Elsag) • Hand held ALPR from Gtechna • Broken meter reporting system • API and back office Command Center to: <ul style="list-style-type: none"> Interface to Pay by phone application Interface to connected parking meters Interface to COV photo evidence platform Interface to Busters towing Interface to Vancouver police department Interface to Residential parking permit application Interface to Tempest payment information Interface to Broken meter work order system • Reports that meet all requirements • Full installation, configuration, training and maintenance services 	300,000 parking tickets	Over \$500,000
City of Vaughan	Government	ON - Ontario	102,000 tickets per year 50,000 permits per year Installation 1999 AMPS site, optional POA 50 field, 15 admin users TOPS On-line permits	105,000 tickets	Over \$200,000
City of Seattle	Government	Washington - WA	Seattle is one of the top referenced cities of the world for parking management. We believe technology will enable us to stay at the forefront so we needed to associate ourselves with companies that can help us achieve our vision and goals.	300,000 tickets	Over \$700,000
City of Pittsburgh	Government	Pennsylvania - PA	<ul style="list-style-type: none"> • Client specific Postgres casting function • Remote access to mobiles • Automatic License Plate integration • Web portal • Agent signature on file • Scheduled services (scofflaw) • SMTP server setup to accept connections • File conversions • GPS tracking • Broken meter project • Pay by plate multi space meters with CALE 	600,000 tickets	Over 1 million

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.	<p>The current sales force is comprised of 4 direct representatives who service North America. The group's activity is assisted with an inbound web presence strategy to attract agencies that are looking to buy. This process uses Hubspot to track visits.</p> <p>The process uses public and on invitation RFPs. In addition, the sales group uses intercity coop tools.</p>
26	Dealer network or other distribution methods.	The main distribution method is the use of the response to RFP, RFQ and RFI. Sub contract work with our technology partners is also used.
27	Service force.	All service and maintenance is centralized. The service team includes levels 1, 2 and 3 technical support. The service is available 7 -24- 365.
28	Describe the ordering process. If orders will be handled by distributors, dealers or others, explain the respective roles of the Proposer and others.	The ordering process will include the commercial and the sales engineering team. Together they will propose software, hardware, and service elements as listed in the price list. Gtechna will obtain the agencies approval before guiding the purchase process through the COOP system.
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.	<p>GTECHNA maintenance and support services are reliable and available 7 -24. This is in order to maintain the high degree of availability to one of the best enforcement technologies proposed. The solution includes new releases, upgrades, patches, remote integration, and ongoing support.</p> <p>GTECHNA support is available via our support portal, email, and phone 7- 24. The portal allows the customer to log in and detail the problem. The system will issue an immediate support ticket, attribute the emergency level based on the customer's indications and direct it to the first available support rep. Normal response time is within minutes.</p> <p>Amazon Hosted services monitored by the Gtechna support team display uptime and usage dashboards which provide a fail-safe environment for the proposed solution.</p> <p>Gtechna offers one level of support to all its customers. The service is available 7-24-365. A very competent team of technicians will receive, analyse and solve all issues that are presented to us. Gtechna seriously focuses resources, very stable software and a selection of reliable hardware to ensure system and operational up time of 99.8% (less than 20 hours/year of outage). The information presented here reflects the content of our standard Service Level Agreement.</p> <p>1.2 Availability</p> <p>1.1. Regular Business Days – During Office Hours – Monday to Friday 9:00 a.m. to 5:00 p.m. (EST)</p> <ul style="list-style-type: none"> • Email – Monitored and responded within one business day • Telephone – Normally answered when called. Voice messages are monitored and responded to within 30 minutes throughout the day <p>1.2. Regular Business Days – Outside Office Hours – Monday to Friday 5:00 p.m. to 9:00 a.m. (EST)</p> <ul style="list-style-type: none"> • Email – Monitored and responded within one business day • Telephone - Normally answered when called. Voice messages are monitored and responded to within 30 minutes. <p>1.3. Weekends - Friday 10:00 p.m. to Monday 9:00 a.m. (EST)</p> <ul style="list-style-type: none"> • Email – Monitored and responded within the next business day • Telephone - Normally answered when called. Voice messages are monitored and responded to within 1 hour. <p>1.4. Statutory Holidays – From 10:00 p.m. on the eve of the Statutory Holiday until 9:00 a.m. the morning following the Statutory Holiday (EST)</p> <ul style="list-style-type: none"> • Email – Monitored and responded within the next business day • Telephone - Normally answered when called. Voice messages are monitored and responded to within 1 hour.
30	Describe your ability and willingness to provide your products and services to Sourcewell participating entities in the United States.	All proposed products are available to Sourcewell participating agencies in the USA.
31	Describe your ability and willingness to provide your products and services to Sourcewell participating entities in Canada.	All proposed products are available to Sourcewell participating agencies in Canada
32	Identify any geographic areas of the United States or Canada that you will NOT be fully serving through the proposed contract.	Alaska, Yukon and Hawaii
33	Identify any Sourcewell participating entity sectors (i.e., government, education, not-for-profit) that you will NOT be fully serving through the proposed contract. Explain in detail. For example, does your company have only a regional presence, or do other cooperative purchasing contracts limit your ability to promote another contract?	There are none. We will service all agencies that have a budget to support the minimal order threshold.
34	Define any specific contract requirements or restrictions that would apply to our participating entities in Hawaii and Alaska and in US Territories.	Contract requirements would require time and distance allowances to be considered.

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 upload section of your response.	<p>If awarded the contract, Gtechna will build upon its existing and planned marketing efforts.</p> <p>Gtechna's marketing team will incorporate the Sourcewell logo into its web pages under a separate header.</p> <p>It will redirect potential clients to the Sourcewell website which will be updated with Gtechna's branding.</p> <p>Potential clients visiting the Gtechna website will be tracked using HubSpot.</p> <p>A lead generation form will capture interested party coordinates for follow up communications, if requested.</p> <p>The follow-up call will be non intrusive and will offer additional information for a soft informative and respectful approach.</p> <p>Gtechna's email campaigns, within spam limits, can be prepared and sent to prospective Sourcewell members.</p> <p>To further market the award of the contract, Gtechna will publish press releases, articles and case studies.</p> <p>At trade shows Gtechna will include the Sourcewell logo and the landing page website on marketing collateral related to Gtechna solutions.</p> <p>We are attaching a very recent marketing piece for back office processing</p>
36	Describe your use of technology and digital data (e.g., social media, metadata usage) to enhance marketing effectiveness.	<p>Gtechna will extensively use video and webinars as a marketing tools. We will present useful and educational content in order to tell compelling solution stories.</p> <p>We will offer repayable webinars about best COOP trends and best purchasing practices to give prospects bite-sized chunks of information they can comprehend.</p>
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?	<p>Sourcewell's role is to remove the standard RFP process, In effect Sourcewell become a time saver for the agency wishing to quickly modernize its enforcement and parking permit capabilities.</p>
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.	<p>No. Because the product will always require a certain amount of configuration and services. Each installation is unique to the agency. Each installation also uses standardized components which we are proposing.</p>

Table 8: Value-Added Attributes

Line Item	Question	Response *
39	Describe any product, equipment, maintenance, or operator training programs that you offer to Sourcewell participating entities. Include details, such as whether training is standard or optional, who provides training, and any costs that apply.	<p>Operator Training Overview:</p> <p>The training sessions will be both on-site and remote. The training team visits the client during the installation to begin sessions with the users. Users are given a general overview of the hardware, using visual presentation tools. The handheld software training consists of detailed step-by-step screens of the enforcement software, which are projected onto a large screen. The users practice real live enforcement situations. Training updates will be done remotely. The format is train the trainer for each class of user. The training is done just before go live so information retention is maximized.</p> <p>Training is always included in the proposed solutions. Gtechna will directly provide the training on its products. Training costs vary based on the size of the installation and the number of users..</p>
40	Describe any technological advances that your proposed products or services offer.	<p>The proposed solution entirely meets all of each agency's requirements for usability. It is tested and reliable and adds value to day to day operations. The solution we are proposing will be quickly and easily adopted by the agency's field and office personnel. We qualify this in the following areas:</p> <p>Effective: The field interface relies on the presentation of choices such as location, vehicle identification and infraction in a way that is presently familiar to the Officer. This will allow them to use the application without delay. They will make the right choices in order to arrive at the correct outcome: an error free ticket.</p> <p>Efficient: The system provides a solution that is speedy and accurate (under 10 seconds to issue an infraction). Efficiency metrics such as the number of clicks and keystrokes required are reduced to a minimum with the use of the handheld license plate reader. Drop down menus, intelligent searches and license plate alerts (scofflaw, stolen vehicle) contribute to the efficiency of the Gtechna solution.</p> <p>Engaged: The solution is pleasant and satisfying to use. The visual design, the readability of the text, the simple menu-command system that are essential for a repetitive work tool are present in this solution.</p> <p>Error Tolerant: The solution includes many error tolerant checks to limit errors caused by the Officer's interactions. When errors do occur, it helps the user with recovery processes (messages, links to choices for a path to correct the problem). These help the officer in his or her duties. The proposed interface is actively predictive.</p> <p>Easy to Learn: The Gtechna solution is easy to learn. This allows users to build on their acquired knowledge without deliberate effort. The proposed solution uses current interaction patterns. The design elements and controls are placed in familiar locations (vehicle identification, location, infraction, notes and photos). The proposed Gtechna solution incorporates the Agency's business logic. The solution is used in operational environments across the USA and Canada. Specific business rules changes required by the Agency can be configured and do not need to be coded.</p>
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.	We are including a Green Initiative document.
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, life-cycle design (cradle-to-cradle), or other green/sustainability factors.	We have no eco-labels
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.	We have no WMBE or SBE certifications
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?	<p>We have many years of real-time parking enforcement experience and from this have brought much innovation to ensure citations are not given in error. Our main goal is to give the best enforcement so parkers comply and pay for parking.</p> <p>Pay by plate technology is a new technology that is here to stay. We are currently leading in this by providing the first handheld LPR software. Including with this we have vehicle LPR and fixed LPR offerings.</p> <p>Our software supports multiple hardware manufacturers which offer the agency the most flexibility with one unique database for parking rights.</p> <p>Our biggest strength is innovation and we are currently leading the enforcement parking market. At the end it's not just about pushing the envelope with innovation, it's also about choice.</p>

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
46	Do your warranties impose usage restrictions or other limitations that adversely affect coverage?	No
47	Do your warranties cover the expense of technicians' travel time and mileage to perform warranty repairs?	No
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?	All support is remote. All hardware diagnostic is remote. All software module can be serviced remotely.
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 equipment manufacturer?	All support issues will have one point of contact. Hardware issues will be transmitted to the hardware supplier. Repair (RMA) actions will be coordinated through Gtechna.
50	What are your proposed exchange and return programs and policies?	These will vary according to the type of support package purchased. All warranty documents will be provided at the time of the transaction.
51	Describe any service contract options for the items included in your proposal.	We are including our Support agreement in the document section.

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	<p>The solution guarantees products performance and response time to end users.</p> <p>For the web based server, queries performed typically return a result in under 3 seconds. Logging of the response time is in the system logs. Queries that return larger result sets can take longer. Our system supports the creation of materialized views that can be used if performance is considered sub optimal.</p> <p>For the handhelds, our software uses a combination of local and web service-based lookups. Local lookups are instantaneous regardless of server status and web service lookups are typically completed in a fraction of a second. The response time of the web service-based lookups is recorded in the system logs on the server. If there is a connection or server issue affecting the performance of the web based lookups, our support staff can investigate the issue. At the end of the shift, a communication of all data collected during the shift is synced with the server and the time taken is recorded in the system logs. A typical end of shift communication takes under 30 seconds but can vary if there is large amount of data.</p>
53	Describe any service standards or guarantees that apply to your services (policies, metrics, KPIs, etc.)	<p>Other KPI standards relate to the hosting of the back office application.</p> <p>Record performance-related metrics: Use a monitoring and observability service to record performance-related metrics. For example, record database transactions, slow queries, I/O latency, HTTP request throughput, service latency, or other key data.</p> <p>Analyze metrics when events or incidents occur: In response to (or during) an event or incident, use monitoring dashboards or reports to understand and diagnose the impact. These views provide insight into which portions of the workload are not performing as expected.</p> <p>Establish Key Performance Indicators (KPIs) to measure workload performance: Identify the KPIs that indicate whether the workload is performing as intended. For example, an API-based workload might use overall response latency as an indication of overall performance, and an e-commerce site might choose to use the number of purchases as its KPI.</p> <p>Use monitoring to generate alarm-based notifications: Using the performance-related key performance indicators (KPIs) that you defined, use a monitoring system that generates alarms automatically when these measurements are outside expected boundaries.</p> <p>Review metrics at regular intervals: As routine maintenance, or in response to events or incidents, review which metrics are collected. Use these reviews to identify which metrics were key in addressing issues and which additional metrics, if they were being tracked, would help to identify, address, or prevent issues.</p> <p>Monitor and alarm proactively: Use key performance indicators (KPIs), combined with monitoring and alerting systems, to proactively address performance-related issues. Use alarms to trigger automated actions to remediate issues where possible. Escalate the alarm to those able to respond if automated response is not possible. For example, you may have a system that can predict expected key performance indicators (KPI) values and alarm when they breach certain thresholds, or a tool that can automatically halt or roll back deployments if KPIs are outside of expected values.</p>

Table 10: Payment Terms and Financing Options

Line Item	Question	Response *
54	Describe your payment terms and accepted payment methods?	<p>Payment Schedule</p> <ul style="list-style-type: none"> o Net 30 - Full payment is due within 30 days of the invoice date. Interest accrued at 1.5% per month thereafter o Contract Signature: 30% of services and software o System ready for tests: 40% of services and software, system deployed and configured, remote training given to system pilots o System ready for production: 20% of services and software o System ready for production: 100% of first year of maintenance o Full acceptance of system: 10% remainder of services and software o Hardware: 100% of price at delivery o Hardware: The supplied material must be inspected and tested for defects within 30 days of delivery. Returns will not be accepted after 30 days. • Hosting: 100% of annual price at server activation (during project implementation) • Annual Technical Support Fee: 100% of annual fee payable by beginning of Maintenance Term <p>Maintenance and Warranty Notes</p> <ul style="list-style-type: none"> o Extended hardware warranty has to be purchased up front and is not an annual purchase but a fix one-time charge o Maintenance and hosting fees will be invoiced annually 90 days in advance of the renewal date o Maintenance and hosting fees will increase by 5% per annum and shall renew automatically each year. This begins on year 2. o Maintenance and hosting fees can be prorated to match the customers fiscal year
55	Describe any leasing or financing options available for use by educational or governmental entities.	<p>The solution offers:</p> <p>Capital purchase Leasing options Transactional hybrid: capital and transaction</p>
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.	<p>Transactional: Gtechna is proposing option 2. Option 1 and option 3 are also available for your consideration.</p> <p>Ticket Portal Payment Options</p> <p>Option 1 - All Inclusive The City will use gtechna payment processor to let us do all the heavy lifting and have the full fine amount with no credit card fees remitted to the City. In this scenario, we bundle all credit card and processing fees within the platform fee so that citizens cover these financial costs for the city</p> <ul style="list-style-type: none"> • Gtechna pays the credit card fee. • Ticket portal will use the Gtechna Payment Processor. • Gtechna will cover the credit card fee • Full ticket or permit value is deposited in city account automatically • Reduced accounting work on city end • All fees paid by citizen <p>Credit Card Processing Fee - 2.9% Per transaction fee - \$0.25 \$2.00 convenience fee</p> <p>Option 2 - City pays credit card fee but convenience fee paid by citizen Ticket portal will channel payments through payment processor of cities choice at no extra cost</p> <ul style="list-style-type: none"> • City pays the credit card fee. • Ticket portal will use the City Payment Processor. • Monthly Convenience fee owed <p>\$2.00 convenience fee</p> <p>Option 3 - All fees covered by city</p> <ul style="list-style-type: none"> • Case by case negotiation
57	Do you accept the P-card procurement and payment process? If so, is there any additional cost to Sourcwell participating entities for using this process?	<p>No. At this time we do not accept P-card procurement and payment process.</p>

Table 11: Pricing and Delivery

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

Line Item	Question	Response *
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 Sourcwell discounted price) on all of the items that you want Sourcwell to consider as part of your RFP response. If applicable, provide a SKU for each item in your proposal. Upload your pricing materials (if applicable) in the document upload section of your response.	Please refer to the uploaded price list for details.
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.	Please refer to the uploaded price list for details.
60	Describe any quantity or volume discounts or rebate programs that you offer.	Please refer to the uploaded price list for details.
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.	Please refer to the uploaded price list for details.
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 pre-delivery inspection, installation, set up, mandatory training, or initial inspection. Identify any parties that impose such costs and their relationship to the Proposer.	Fees not included include: Installation custom work maintenance transaction fees Travel costs and expenses
63	If freight, delivery, or shipping is an additional cost to the Sourcwell participating entity, describe in detail the complete freight, shipping, and delivery program.	Shipping is included in the uploaded price..
64	Specifically describe freight, shipping, and delivery terms or programs available for Alaska, Hawaii, Canada, or any offshore delivery.	Canada delivery is included in the uploaded price. Hawaii, Yukon and Alaska prices to not include shipping and installation
65	Describe any unique distribution and/or delivery methods or options offered in your proposal.	We are proposing remote installation for all of Gtechna software components listed in the loaded price.

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.	

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 Sourcwell. This process includes ensuring that Sourcwell 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 Sourcwell. Provide sufficient detail to support your ability to report quarterly sales to Sourcwell as described in the Contract template.	Gtechna has assigned the management of all Sourcwell transaction to Carlo Dangelo. He will manage all RFI and RFQ relating to parking and permit projects. He will also be responsible to manage the transaction list with the appropriate remittances to Sourcwell.
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.	Our administration of the Sourcwell contract will be supervised by a senior contract administrator who will report all activities relating to coop activities. The reports sources will be provided with the 2% report.
69	Identify a proposed administrative fee that you will pay to Sourcwell for facilitating, managing, and promoting the Sourcwell 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.)	We are proposing at 2% remittance based on net sales. This includes software, installation and hardware. Annual maintenance and transaction fees are not included.

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.	The following represents all of the supported categories which can be integrated. <ul style="list-style-type: none"> • Multi-space Meters management systems <ul style="list-style-type: none"> o We support enforcement for the following manufacturers <ul style="list-style-type: none"> Cale Mackay Parkeon Hectronic Flowbird • Parking enforcement products <ul style="list-style-type: none"> o Gtechna enforcement software

- o Elsag ALPR (mobile and fixed)
- o 3M ALPR
- o Genetec ALPR
- o Handheld ALPR software
- Vehicle Sensing Solutions
- o Gtechna plate sentry
- o Elsag
- Handheld Enforcement computers
- o Zebra
- o Panasonic
- o Two Technologies
- Enforcement System Software
- o Gtechna
- Paper stock
- o Choice of paper or polytherm, includes citation design, size, color and quantity discounts
- Accessories for Enforcement devices
- o Choice of single or multibay chargers, carrying cases, belts, screen protectors and pen.
- Services for Integration and Development
- o Integration, configuration, customization, installation, training and maintenance
- Software maintenance
- o 7/24/365 for field and administrative staff.
- o Support citations received by phone and by web service
- o Remote support of defective devices
- o Hosted back office application on Amazon AWS in the USA.
- Online permits
- o Hosted web portal with PCI credit card security
- Online citation payment
- o Hosted web portal for customers and administrators.
- o All permit information is located in the parking rights server

4.5 List of Back Office Software (this is installed on the hosted server)

The following is a detailed listing of all the available modules

Officer Command Center (CC) - eCitation Production Server (this supports all field activities for parking, police and by-law enforcement)

- Mandatory basic component for municipalities, parking, police, operators and universities
- Management of users, devices & communications
- Dynamic reporting
- 1 ticket form and layout
- Printing of escalating fines on tickets
- Mapping features (ticket overlay, LPR events, heat maps, officer geolocation and cookie trail)
- Unlimited command center users

Officer CC - eCitation Test or Staging Server

- 5 mobile licenses creating non usable tickets
- Duplicate of main server without interfaces
- Used for training and testing
- Excludes hosting costs

Officer CC - Server Manual Ticket Entry

- Uses the configuration of the mobile eticket
- Uses web browser

Officer CC - Parking Rights Ticket Corrector (the parking rights server is a web service where all the information on parking rights is maintained)

- Automatically cancels tickets based on real time parking rights latency
- Ticket corrector only voids tickets not exported (if applicable) - Delay can be added

Officer CC - Vehicle Plates LPR Server

- Scofflaw Enforcement
- Store LPR events, picture and interceptions
- Time limited parking (echalking) is optional
- Graphical map overview
- Optional - Additional cost for each real time interface
- Optional - Integration with hotlist(s) from Police

Officer CC - Vehicle of Interest Stealth Alerts

- Connect to the police department or other agencies to process plate hits
- The processing can be in a hidden stealth mode or through a pop-up to the officer
- Automatically detect ticket plates, timing plates, payment plates against HOTLIST

Officer CC - AutoScoff Alerts

- Connects to gtechna processing module for hits (interface required for external processor)
- Automatically detects scoffs by plate based on configurable triggers
- Displays scofflaw alerts on vehicle and handhelds

Officer CC - Parking Rights Server (PR)

- Push technology for real-time parking rights
- Human error correction Platecheck
- Parking rights evidence in Command Center ticket profile screen
- Engineered to provide redundancy and availability

4.6 List of Field Software

Handheld - Officer eCitation (Android)

- eTicket form with drop down lists
- Formatted ticket layout
- Shared timing between handhelds
- Scofflaw alerts
- Report a broken asset
- Parking rights handheld (requires PR server)

- Automatic ticket # generation
 - Automatic calculation of fines and fees
- Handheld - Google Geocoding API (Annual)
- gAddress - Enables the HH Selectable Map features in Google
 - Find the address by tapping on the map + Block Detection
 - Pre-populate the fields
 - The device must be connected to a Google account
- Handheld - Parking Rights Geolocated Spaces Map
- Display on a map all parking rights based on their GPS coordinates
 - Officers can quickly see which spaces are paid or not
 - GPS coordinates of spaces must be provided by the customer
- Handheld - eTicket to Shared Scooters and Bikes Companies
- Provides a ticket screen specialized for enforcing abandoned dockless scooters and bikes
 - eTicket applied to City Bylaw and served electronically to the scooter/bike companies
 - Interfaces to scooter/bike companies (Jump, Lime, Bird...) in extra
- Handheld - Ticket to an Individual
- eTicket applied to City Bylaw and issued to Defendant
 - Example: Fare/Transportation ticket to an individual
- Handheld - Officer LPR
- Requires extended or replaceable smartphone battery
 - Works with Parking Rights
 - Includes FasTime module for timing with full screen camera without data entry
- Handheld - Enhanced Barcode Reader
- Provides a quicker barcode reading
 - Reads more barcode formats
 - Uses the device built-in camera
- Handheld - Two Infractions Per Screen
- From the ticket screen, select multiple infractions at once
 - Both infractions can be printed either on the same ticket or on distinct tickets
- #### 4.7 Vehicle Automatic License Plate
- Vehicle - Officer Plates LPR
- Simultaneous Pay by plate, Pay by Phone,
 - Hotlist & Scofflaw enforcement.
 - AutoZone (requires shapefile in gtechna supported format) to prepopulate fields based on GPS
 - Context camera image, touch screen capable
 - Windows compatible only, per vehicle price
- Vehicle - Officer Plates LPR - Collector Mode
- The collector mode enables the batch collection of plates in infraction
 - The pending tickets are sent to the auto-ticket reviewer module to generate tickets
- GoMobile - Vehicle LPR to Handheld
- Wirelessly provides vehicle LPR "Hits" to handheld ticketing
 - Connects to Genetec and Gtechna Plates software
 - Licenses are calculated per Mobile Vehicle LPR
 - Supported on OS from Windows 10 and on laptops from year 2014
- Vehicle - Shared Timings and Parking Rights with Handhelds
- All timings from vehicles and handhelds are shared with all other vehicles and handhelds
 - All parking rights from vehicles are sent to the command center and shared with handhelds
 - Includes the handheld parking alerts map enabling targeted enforcement by on-foot officers
- Vehicle - Officer Plates LPR Time Limit (E-Chalk)
- Time limit marking with drop down time settings
 - Only supports Ordinance that repark away from block face
- #### 4.8 Police System, Back Office, Tow, Boot
- Officer CC - Police Backend User
- Automatic ticket # generation
 - Infraction reports
 - Formatted ticket layout
 - Multiple tickets to same defendant
 - Infraction codes, demerit cost auto calculated
 - Manual ticket entry
- Officer CC - Tow Server
- Server module to trigger a tow request from tickets
 - Can trigger a tow request to an external tow company or to gtechna handheld tow module
- Handheld - Officer Tow
- Search, scan, input tow event and pick up and drop off details with images
 - Supports relocation impound and rotational tow types
 - Tow ticket generated by ticketing module
- Portal - Tow Locator
- Includes tow locator portal if tow module purchased
- Officer CC - Boot/Clamp Server
- Server module to trigger a boot request from tickets
 - Can trigger a boot request to an external boot company or to gtechna handheld boot module
- Handheld - Officer Boot/Clamp

- Search, scan, input boot event details with images
- Boot ticket generated by ticketing module

Officer CC - Ticket Lifecycle Processing

- Ticket payment
- Ticket profile
- Ticket ageing - overdue notice letter - ticket status
- Letters can be edited by customer using Word
- Court scheduling & disposition
- Includes in-state DMV interface (if available - customer must facilitate communications)

4.9 Web Payments

Portal - eTicket Payments

- PCI compliant online payment system
- Ticket proof information
- Includes tow locator portal if tow module purchased
- Includes eTicket Viewer allowing citizens to lookup ticket and related images
- Billed monthly based on the number of transactions recorded
- Includes payment processing or merchant fees for supported payment providers
- Supported providers: Credit Call, Windcave (Payment Express) and Advam
- Additional costs apply if you wish to use a different payment provider

Portal - eTicket Appeals

- eTicket payment portal required
- Allows defendant to appeal ticket online

4.10 Interfaces

- Dmv - for All Out-Of-State Searches
- Transaction cost per positive hit \$1.50 USD
- Listed State exception: AZ - \$5.75 USD /request
- Some states require the customer to fill out forms to access the DMV (delays might apply)
- Some states are not available (Hawaii, Utah, Pennsylvania)
- Canadian province available: QC at \$1.50 USD per positive hit
- Pricing subject to change

Delinquent Collections

Gtechna uses third party collections from Penn Credit

Officer CC - Auto-Ticket Reviewer

- Enables the batch review of draft citations in the Command Center
- Includes the ticket batch generation module
- Ticket counter will reset automatically every year without fee
- One-time payment (CAPEX). Only 20% maintenance fee applies after
- DMV calls or other operational recurring costs (for example mailing) are excluded

Officer CC - Ticket Batch Generation

- Enables to generate invoices/tickets after a call was made to the DMV
- Prepares the invoices/ticket daily to be served by mail or email
- *Mailing costs (price per invoice/ticket) are in extra

Interfaces

Interface - Batch Data

- Court, RMS, CAD, permit interfaces, CSV, Excel etc.

Interface - Standard Data

- Real-time data interface to an external system using an API
- Example: Motor vehicle registry using web services interface
- If needs specialized with more than 1 week work, additional cost could apply

Interface - Advanced Data

- Real-time data interface to an external system using an API or file
- Example: Customer financial system using web services or file

Interface - Printing

- Optimizes the printing for parking and police conditions
- This interface is required to connect to each printer

Interface - Single Sign-On

- Our single sign-on interface enables the users to use their network (AD) password
- This is available on both the command center and Android application

Interface - Parking Rights

- Gtechna certified parking payment/permit system partner
- Pay by Plate Kiosk (for each supplier)
- Pay by Phone By Plate (for each supplier)
- Permits By Plate (for each supplier)
- Pay by Space (for each supplier)
- Suppliers must use gtechna "push" API

4.11 Business Intelligence

Officer CC - Qlik Business Intelligence Package

- Works with Qlik (Requires modifications for other BI tools)
- Does not include Qlik licenses
- Includes the Qlik Sense app built by gtechna for data visualization
- Includes multiple views (Dashboard, Timeline, Workforce, Nature, Geography)
- Includes the export task to export BI data to an independent BI server
- This decoupled architecture is recommended to avoid impacts on production

		<ul style="list-style-type: none"> • Select your hosting package <p>Qlik Sense Enterprise - Professional User</p> <ul style="list-style-type: none"> • Minimum order value is one Professional User • Professional users can use all the features of Qlik Sense • Professional users can build applications <p>Qlik Sense Enterprise - Analyzer User</p> <ul style="list-style-type: none"> • Minimum order value is one Professional User • User for consumption of apps, creating bookmarks and stories, • printing objects/stories/sheet and exporting to Excel. • Ideally suited for users who only need to interact with existing applications. <p>4.12 Permits</p> <ul style="list-style-type: none"> • Visitors Pass • Visitor Pass for Operators • Permit Management Software - Capital cost • Issuance and Management of Parking permits • Customer Web Portal application and renewal • Manage permit applications, renewals, invoicing, billing • Views, reports, user access • Hosting not included <p>4.13 Frictionless Parking Lot Control</p> <p>PlateSentry - Access Control System</p> <ul style="list-style-type: none"> • Provides access control features for Free-Flow and Barrier control options • Receives vehicle plate and photo capture from LPR cameras • Real-time dashboard showing occupancy usage and violations (if applicable) • Human error correction • Double OCR on the cloud for increased positive read rate • Dynamic reporting with configurable data retention settings • ** Hosting not included <p>PlateSentry - LPR Camera Licenses</p> <ul style="list-style-type: none"> • One (1) license per active license plate recognition camera • Transferable to another camera in case of replacement • Allows activity per camera to be tracked and reported <p>PlateSentry - Plate Correction Software Service - Per Year</p> <ul style="list-style-type: none"> • A authorize person from gtechna will be reviewing the incoming plates and correcting them one by one using PlateSentry correction module. • One batch includes 10,000 corrections. • Secondary OCR on cloud • Secondary OCR/LPR process via the cloud Increases the LPR accuracy by 5-10% • Max 500,000 corrections per year for a package
71	<p>Within this RFP category there may be subcategories of solutions. List subcategory titles that best describe your products and services.</p>	<p>The following represents all of the supported categories which can be integrated.</p> <ul style="list-style-type: none"> • Multi-space Meters management systems o We support enforcement for the following manufacturers <ul style="list-style-type: none"> Cale Mackay Parkeon Electronic Flowbird • Parking enforcement products o Gtechna enforcement software o Elsag ALPR (mobile and fixed) o 3M ALPR o Genetec ALPR o Handheld ALPR software • Vehicle Sensing Solutions o Gtechna plate sentry o Elsag • Handheld Enforcement computers o Zebra o Panasonic o Two Technologies • Enforcement System Software o Gtechna • Paper stock o Choice of paper or polytherm, includes citation design, size, color and quantity discounts • Accessories for Enforcement devices o Choice of single or multibay chargers, carrying cases, belts, screen protectors and pen. • Services for Integration and Development o Integration, configuration, customization, installation, training and maintenance • Software maintenance o 7/24/365 for field and administrative staff. o Support citations received by phone and by web service o Remote support of defective devices o Hosted back office application on Amazon AWS in the USA. • Online permits o Hosted web portal with PCI credit card security • Online citation payment o Hosted web portal for customers and administrators. o All permit information is located in the parking rights server

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
72	Parking meters, pay stations, and parking-related management or payment applications, platforms, or technologies	<input checked="" type="radio"/> Yes <input type="radio"/> No	All parking meter data is centralized in the solutions parking rights server. Web payment for tickets and permits. Web appeal for tickets
73	Parking lot or parking ramp access controls, gates, and booths, and parking access and revenue control systems (PARCS)	<input checked="" type="radio"/> Yes <input type="radio"/> No	Frictionless (no gate) access systems
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	<input checked="" type="radio"/> Yes <input type="radio"/> No	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 application
75	Equipment, supplies, and services related to the offering of the solutions in lines 71 - 73.	<input checked="" type="radio"/> Yes <input type="radio"/> No	Handheld units, mobile printers, mobile automatic license plate reader systems

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

Line Item 76. NOTICE: To identify any exception, or to request any modification, to the Sourcwell 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 Sourcwell 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:

- Documents in PDF format are preferred. Documents in Word, Excel, or compatible formats may also be provided.
- Documents should NOT have a security password, as Sourcwell 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 Sourcwell.
- Sourcwell may reject any response where any document(s) cannot be opened and viewed by Sourcwell.
- 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](#) - Copy of Sourcwell pricing_RFP 0803321_29062021_V1.pdf - Tuesday July 27, 2021 09:11:41
- [Financial Strength and Stability](#) - harris financials.docx - Tuesday July 20, 2021 13:56:46
- [Marketing Plan/Samples](#) - Gtechna Ticket processing.pdf - Monday July 26, 2021 13:25:06
- [WMBE/MBE/SBE or Related Certificates](#) - Gtechna Green Doc.docx - Tuesday July 27, 2021 10:37:05
- [Warranty Information](#) - SLA USA Canada.pdf - Monday July 26, 2021 15:19:43
- [Standard Transaction Document Samples](#) - sample invoice.pdf - Tuesday July 27, 2021 13:24:50
- [Upload Additional Document](#) - Sourcwell general proposal 2.pdf - Tuesday July 27, 2021 13:21:46

Addenda, Terms and Conditions

PROPOSER AFFIDAVIT AND ASSURANCE OF COMPLIANCE

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

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

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

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

Yes No

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

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

File Name	I have reviewed the below addendum and attachments (if applicable)	Pages
There have not been any addenda issued for this bid.		

**AMENDMENT #1
TO
CONTRACT # 080321-GTE**

THIS AMENDMENT is effective upon the date of the last signature below by and between **Sourcewell** and **Gtechna USA Corp** (Supplier).

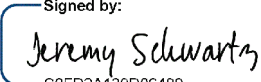
Sourcewell awarded a contract to Supplier to provide Parking Management Systems with Related Equipment, Supplies, and Services to Sourcewell and its Participating Entities, effective October 13, 2021, through October 7, 2025 (Contract).

NOW, THEREFORE, the parties amend the Contract as follows:

Line item 70 in "Table 14A: Depth and Breadth of Offered Equipment Products and Services" of the Proposal is modified to delete "Delinquent Collections Gtechna uses third party collections from Penn Credit" and replace it with "Gtechna engages and contracts third party entities including but not limited to RTR Financial Services Inc., to provide Delinquent Collections services."

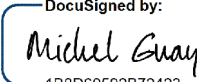
Except as amended by this Amendment, the Contract remains in full force and effect.

Sourcewell

Signed by:

By: _____
C0FD2A139D06489...
Jeremy Schwartz, Chief Operating Officer

Date: 11/12/2024 | 12:13 PM CST

Gtechna USA Corp

DocuSigned by:

By: _____
1B8D60592B72423...
Michael Guay, EVP Gtchna

Date: 11/12/2024 | 4:57 AM PST