

**Solicitation Number: RFP #120423****CONTRACT**

This Contract is between Sourcewell, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 (Sourcewell) and Duncan Parking Technologies, Inc., 11220 West Lincoln Avenue, Milwaukee, WI 53227 (Supplier).

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

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

1. TERM OF CONTRACT

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

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

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

2. EQUIPMENT, PRODUCTS, OR SERVICES

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

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

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

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

C. DEALERS, DISTRIBUTORS, AND/OR RESELLERS. Upon Contract execution and throughout the Contract term, Supplier must provide to Sourcwell 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 Sourcwell receives the most current information.

3. PRICING

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

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

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

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

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

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

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

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

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

4. PRODUCT AND PRICING CHANGE REQUESTS

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

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

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

5. PARTICIPATION, CONTRACT ACCESS, AND PARTICIPATING ENTITY REQUIREMENTS

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

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

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

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

6. PARTICIPATING ENTITY USE AND PURCHASING

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

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

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

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

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

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

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

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

7. CUSTOMER SERVICE

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

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

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

8. REPORT ON CONTRACT SALES ACTIVITY AND ADMINISTRATIVE FEE PAYMENT

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

The Report must contain the following fields:

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

B. ADMINISTRATIVE FEE. In consideration for the support and services provided by Sourcewell, the Supplier will pay an administrative fee to Sourcewell on all Equipment, Products, and

Services provided to Participating Entities. The Administrative Fee must be included in, and not added to, the pricing. Supplier may not charge Participating Entities more than the contracted price to offset the Administrative Fee.

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

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

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

9. AUTHORIZED REPRESENTATIVE

Sourcewell's Authorized Representative is its Chief Procurement Officer.

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

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

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

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

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

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

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

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

11. INDEMNITY AND HOLD HARMLESS

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

12. GOVERNMENT DATA PRACTICES

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

13. INTELLECTUAL PROPERTY, PUBLICITY, MARKETING, AND ENDORSEMENT

A. INTELLECTUAL PROPERTY

1. *Grant of License.* During the term of this Contract:

- a. Sourcewell grants to Supplier a royalty-free, worldwide, non-exclusive right and license to use the trademark(s) provided to Supplier by Sourcewell in advertising and

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

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

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

3. *Use; Quality Control.*

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

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

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

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

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

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

14. GOVERNING LAW, JURISDICTION, AND VENUE

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

15. FORCE MAJEURE

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

16. SEVERABILITY

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

17. PERFORMANCE, DEFAULT, AND REMEDIES

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

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

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

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

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

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

18. INSURANCE

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

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

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

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

Minimum limits:

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

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

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

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

Minimum Limits:

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

\$1,000,000 Personal and Advertising Injury

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

\$2,000,000 general aggregate

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

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

Minimum Limits:

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

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

Minimum Limits:

\$2,000,000

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

Minimum limits:

\$2,000,000 per occurrence

\$2,000,000 annual aggregate

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

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

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

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

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

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

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

19. COMPLIANCE

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

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

20. BANKRUPTCY, DEBARMENT, OR SUSPENSION CERTIFICATION

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

22. CANCELLATION

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

Duncan Parking Technologies, Inc.

DocuSigned by:
Jeremy Schwartz
C0FD2A139D06489...
By: _____
Jeremy Schwartz
Title: Chief Procurement Officer
Date: 1/9/2024 | 7:01 PM CST

DocuSigned by:
Balu Subramanya
29ECDD8850364C9...
By: _____
Balu Subramanya
Title: CEO
Date: 1/9/2024 | 6:39 PM CST

RFP 120423 - Curb Management Technologies with Related Services

Vendor Details

Company Name: Duncan Parking Technologies
Address: 11220 West Lincoln Avenue
West Allis, MD 53227
Contact: Balu Subramanya
Email: balu@subramanya.com
Phone: 202-270-6126
Fax: 202-270-6126
HST#: 20-0043793

Submission Details

Created On: Sunday November 19, 2023 21:14:52
Submitted On: Monday December 04, 2023 16:01:49
Submitted By: Balu Subramanya
Email: balu@subramanya.com
Transaction #: fedeea12-1355-4df0-b8fc-8530ab0555e3
Submitter's IP Address: 71.255.247.176

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")	Duncan Parking Technologies, Inc.
2	Identify all subsidiary entities of the Proposer whose equipment, products, or services are included in the Proposal.	None
3	Identify all applicable assumed names or DBA names of the Proposer or Proposer's subsidiaries in Line 1 or Line 2 above.	Duncan Parking Technologies, Inc., is a wholly owned subsidiary of CivicSmart, Inc., and for convenience purposes, referred to as CivicSmart.
4	Provide your CAGE code or Unique Entity Identifier (SAM):	CivicSmart does not have a CAGE code or SAM as these have not been traditionally required in the industry. If required by a city, CivicSmart will be happy to obtain such a code.
5	Proposer Physical Address:	11220 West Lincoln Avenue Milwaukee, WI 53227
6	Proposer website address (or addresses):	www.civicsmart.com
7	Proposer's Authorized Representative (name, title, address, email address & phone) (The representative must have authority to sign the "Proposer's Assurance of Compliance" on behalf of the Proposer and, in the event of award, will be expected to execute the resulting contract):	Balu Subramanya CEO 11220 West Lincoln Avenue Milwaukee, WI 53227 202.270.6126 bsubramanya@civicsmart.com
8	Proposer's primary contact for this proposal (name, title, address, email address & phone):	Balu Subramanya CEO 11220 West Lincoln Avenue Milwaukee, WI 53227 202.270.6126 bsubramanya@civicsmart.com
9	Proposer's other contacts for this proposal, if any (name, title, address, email address & phone):	Maurice Nelson Executive Vice President 11220 West Lincoln Avenue Milwaukee, WI 53227 202.270.6126 mnelson@civicsmart.com

Table 2: Company Information and Financial Strength

Line Item	Question	Response *
-----------	----------	------------

10	Provide a brief history of your company, including your company's core values, business philosophy, and industry longevity related to the requested equipment, products or services.	<p>CivicSmart and its legacy companies have been continuous innovators in the parking industry for over 85 years and this commitment to research and development continues today and benefits a client base that stretches across 5 continents. Proof of our innovation is found in the dozens of US and international patents granted over the years and the millions of parking devices that have been installed by thousands of cities around the world.</p> <p>Our deep understanding of on-street parking policy and operations combined with our extensive experience and industry partnerships allow us to help cities develop parking programs that align new technologies with best practices.</p> <p>1936: Duncan Parking Technologies introduces Single-Space Meters 1986: Enforcement Technology introduces the AutoCITE handheld enforcement device 1990: Reino International commences its Multi-Space Meter business 2005: Duncan Solutions is formed through the merger of Duncan Parking Technologies, Enforcement Technology, Reino International, and Professional Account Management. 2015: CivicSmart is formed and acquires Duncan Parking Technologies, which includes all of Duncan's US-based parking products</p> <p>CivicSmart's longevity in the parking is based on its commitment to service its clients. We have already been the inventor of the latest curb management technologies and we will continue to evolve our products as new technical breakthroughs become available. Our business philosophy is to deliver the most innovative products in the most cost effective way while ensuring our customers receive the best possible service.</p>	*
11	What are your company's expectations in the event of an award?	<p>With the addition of the Sourcewell contract, CivicSmart believes that the sales of our parking products and services will accelerate. It will allow CivicSmart to offer another method of purchasing our products and services to entities which do not have the capacity to issue RFPs and select vendors through a competitive bidding process.</p> <p>It will also offer CivicSmart an opportunity to work closely with Sourcewell and gain a better understanding of entities that leverage Sourcewell instead of conducting their own procurement.</p>	*
12	Demonstrate your financial strength and stability with meaningful data. This could include such items as financial statements, SEC filings, credit and bond ratings, letters of credit, and detailed reference letters. Upload supporting documents (as applicable) in the document upload section of your response.	Appropriate documents are uploaded in the other sections	*
13	What is your US market share for the solutions that you are proposing?	We believe that our marketing share for the type of solutions proposed at the curb is between 40-60% in the US, and globally, over 75%.	*
14	What is your Canadian market share for the solutions that you are proposing?	Our marketing share in Canada is less than 10% of the parking technologies.	*
15	Has your business ever petitioned for bankruptcy protection? If so, explain in detail.	CivicSmart has never petitioned or filed for bankruptcy protection.	*
16	<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>CivicSmart is best described as a manufacturer and a service provider of parking hardware, software and related products, We are the inventor, integrator, and maintenance organization of products we sell. Our sales force are our employees. While we partner with a variety of companies that specialize in parking products and services, CivicSmart delivers the products and provides installation and maintenance services associated with our products.</p>	*

17	If applicable, provide a detailed explanation outlining the licenses and certifications that are both required to be held, and actually held, by your organization (including third parties and subcontractors that you use) in pursuit of the business contemplated by this RFP.	There are no license requirements or certificates required. Some cities require a permit to be applied in order to install sensors on the sidewalk.	*
18	Provide all "Suspension or Debarment" information that has applied to your organization during the past ten years.	CivicSmart has never been suspended or debarred by any jurisdictions or entities during the past 10 years.	*

Table 3: Industry Recognition & Marketplace Success

Line Item	Question	Response *	
19	Describe any relevant industry awards or recognition that your company has received in the past five years	We have been recognized by the IPMI, PIE and other parking industry organizations as one of the best innovators in the parking industry.	*
20	What percentage of your sales are to the governmental sector in the past three years	Our sales to the government sector in the past 3 years is roughly 80% of our sales.	*
21	What percentage of your sales are to the education sector in the past three years	Our sales to the education sector in the past 3 years is roughly 20% of our sales.	*
22	List any state, provincial, or cooperative purchasing contracts that you hold. What is the annual sales volume for each of these contracts over the past three years?	CivicSmart participates in several cooperative purchasing agreements including ones in Pennsylvania. The annual sales volumes through these contracts over the past three years have been modest. They range from roughly \$1M to \$2 M annually.	*
23	List any GSA contracts or Standing Offers and Supply Arrangements (SOSA) that you hold. What is the annual sales volume for each of these contracts over the past three years?	The GSA has purchased parking meters and handheld citation issuance devices from CivicSmart. However, the amount purchase is very modest.	*

Table 4: References/Testimonials

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

Entity Name *	Contact Name *	Phone Number *	
City of El Paso, TX	Brian Lake	915.667.7984	*
City of Iowa City, IA	Mark Fay	319.356.5098	*
City of Albany, NY	Devon Fowler	518.434.8886	*
City of Mobile, AL	Ryan Galvin	251.438.9132	

Table 5: Top Five Government or Education Customers

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

Entity Name	Entity Type *	State / Province *	Scope of Work *	Size of Transactions *	Dollar Volume Past Three Years *	
Miami/Dade County	Government	Florida - FL	parking enterprise management system, handheld citation issuance devices	Approximately 60000 citations/month	\$1.6 Million	*
Philadelphia, PA	Government	Louisiana - LA	parking meters, handheld citation issuance devices; parking enterprise management system	Approximately 100,000 citations/month	\$2.1 Million	*
Colorado Springs, CO	Government	California - CA	parking meters, parking enterprise management system	Approximately 2,600 on-street devices	\$1.8 Million	*
Bellingham, WA	Government	Florida - FL	parking meters; parking enterprise management system	Approximately 1200 on-street devices	\$900,000	*
El Paso	Government	Texas - TX	parking meters, parking enterprise management system	About 2,700 on-street devices	\$1.2 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 *
26	Sales force.	CivicSmart has an internal sales force located across the US, including in Pennsylvania, Florida, Georgia, California, and Wisconsin.
27	Dealer network or other distribution methods.	For the solutions under this RFP, CivicSmart does not use a dealer distribution network. On occasion, for other projects, CivicSmart collaborates with a network of distributors across the United States and Canada, including notable partners such as TAPCO, a specialist in transportation solutions serving thousands of municipalities in both countries, as well as Electromega and ParkSmart, which cater to diverse markets within Canada.
28	Service force.	To assure the highest levels of service for our customers' mission critical applications, CivicSmart staffs a primary specialist service force located in Milwaukee, WI, with teams around the world providing additional support. Our support team consists of over 20 staff and includes: <ol style="list-style-type: none"> 1. Field support and implementation specialists in Milwaukee 2. Support desk staffed weekdays from 7AM to 6PM Central time 3. A "follow-the-sun" support team located in India for after-hours and emergency backend support 4. Regional, "on-call" trained staff for Level-1 support located in cities with larger deployments 5. Level-3 engineering team support
29	Describe the ordering process. If orders will be handled by distributors, dealers or others, explain the respective roles of the Proposer and others.	CivicSmart's inhouse staff processes all orders. Procurements under this RFP will be directly supplied by CivicSmart. The ordering process is as follows: <ol style="list-style-type: none"> 1. Detailed BOM and quote is prepared by CivicSmart inhouse staff. Pricing will be as applicable per the contract. 2. Upon customer approval, the order is entered into our order entry system. 3. During order entry, an additional check is performed and any additional details required to fulfill the order is flagged. An order confirmation is sent to the customer. 4. The delivery schedule is coordinated throughout the process, starting at the time of the initial quote and upon order acceptance, and periodically as the order is fulfilled.

30	Describe in detail the process and procedure of your customer service program, if applicable. Include your response-time capabilities and commitments, as well as any incentives that help your providers meet your stated service goals or promises.	<p>Our helpdesk operates during business hours from 7 AM to 6 PM Central Time and is committed to immediate responses, the customer service program is structured as follows:</p> <p>Staffing and Operational Hours: Dedicated Team: A dedicated team of customer service representatives is scheduled to cover the entire operational window from 7 AM to 6 PM Central Time. Shift Planning: Shifts are arranged to ensure that there is always adequate staff available to handle incoming queries. Response Time Commitment: Immediate Response: The goal is to provide immediate responses to customer inquiries during operational hours. This typically means responding to calls, emails, or chat messages as soon as they are received. Communication Channels: Phone Support: Immediate response to phone calls during business hours. Email and Chat Support: Rapid response to emails and live chat inquiries, aiming for immediate attention but understanding that some responses might take a few minutes depending on the complexity and volume of inquiries. Technology and Tools: Jira Service Platform: Robust customer service software is utilized to manage and route calls, emails, and chats effectively. CRM Integration: Integration with a Customer Relationship Management (CRM) system to access customer history and provide personalized service. Training and Skills Development: Comprehensive Training: Regular training sessions are held for staff to handle a wide range of queries efficiently and professionally. Soft Skills Development: Emphasis is placed on developing communication and problem-solving skills among the staff. Incentives and Performance Metrics: Performance Incentives: Performance-based incentives are implemented for staff who consistently meet response time goals and achieve high customer satisfaction ratings. Regular Performance Reviews: Regular performance reviews are conducted to assess response times and quality of service, and to identify areas for improvement. Customer Feedback and Continuous Improvement: Soliciting Feedback: Customer feedback is actively sought post-interaction to gauge satisfaction and identify areas needing improvement. Implementing Feedback: Customer feedback is used to make continual adjustments and improvements to the service process. Emergency Protocols: Overflow and Escalation Procedures: Protocols for handling high volumes of inquiries or complex issues are in place, including potential overflow to additional staff or escalation to specialized teams. This customer service program is designed to provide immediate, high-quality support to customers, ensuring their inquiries are addressed promptly and effectively within the specified business hours. The emphasis on training, technology, and continuous improvement ensures the service remains responsive and customer-centric.</p>	*
31	Describe your ability and willingness to provide your products and services to Sourcewell participating entities in the United States.	CivicSmart looks forward to and can support our products and services anywhere in the United States.	*
32	Describe your ability and willingness to provide your products and services to Sourcewell participating entities in Canada.	CivicSmart looks forward to and can support our products and services anywhere in Canada.	*
33	Identify any geographic areas of the United States or Canada that you will NOT be fully serving through the proposed contract.	There are no areas in the United States or Canada that CivicSmart will NOT service during the contract.	*
34	Identify any Sourcewell participating entity sectors (i.e., government, education, not-for-profit) that you will NOT be fully serving through the proposed contract. Explain in detail. For example, does your company have only a regional presence, or do other cooperative purchasing contracts limit your ability to promote another contract?	There are no sectors that CivicSmart will NOT service during the contract. CivicSmart has served the government, education and non-profit sectors throughout its 85-year history.	*
35	Define any specific contract requirements or restrictions that would apply to our participating entities in Hawaii and Alaska and in US Territories.	There are no general contract requirements or restrictions that apply to CivicSmart. However, CivicSmart reserves the right to review terms and conditions from Sourcewell participating entities and will respond accordingly while reviewing or negotiating the terms and conditions of the contract being executed.	*

Table 7: Marketing Plan

Line Item	Question	Response *
36	Describe your marketing strategy for promoting this contract opportunity. Upload representative samples of your marketing materials (if applicable) in the document upload section of your response.	<p>CivicSmart will target four (4) different customer groups upon award of the Sourcewell contract. They are:</p> <p>Cities that were awarded the Federal USDOT SMART Grant Existing CivicSmart clients Jurisdictions interested in CivicSmart's curb management technologies Entities that participating in Sourcewell's cooperative network</p> <p>As indicated in our response to Question 43, CivicSmart has been in contact with cities that have been awarded SMART grants from USDOT and many of them have indicated that they intend to use Sourcewell's procurement to fulfill their grant requirements. Upon award, CivicSmart will reach out to the departments in charge of the SMART Grant and inform them that our next-generation curb management technologies are available through Sourcewell. This will jump start the process for SMART grant recipients to contact Sourcewell and make inquiries on the products offered and costs associated with the products.</p> <p>CivicSmart will also immediately initiate contact with its existing client base. Over the course of 85 years, CivicSmart and its predecessor company, Duncan Meters, have acquired contact information from a vast number of clients. CivicSmart has the ability to send out emails to all of its clients regarding awards from Sourcewell and provide them with the link and information on how to procure products through Sourcewell. This can be achieved due to the capability of CivicSmart's CRM called PipeDrive. We believe that this will generate enormous interest regarding Sourcewell's award.</p> <p>We will also follow up on many jurisdictions and higher education institutions who have expressed interests in CivicSmart's curb management technologies. Their ability to pilot our latest sensors have been often hampered by their procurement process. By informing them of the Sourcewell purchasing vehicles, some will make inquiries on how to become a Sourcewell participating entity.</p> <p>Finally, the award by Sourcewell will initiate interests from existing organizations that utilize Sourcewell procurement. Some will make contact with Sourcewell and they may require additional information. CivicSmart's sales team stands ready to answer their questions and arrange for a live demonstration of our products. We have found that the most effective sales tool is the actual real-time demonstration of our sensors in the field. Perspective clients can see the results of our techn</p>
37	Describe your use of technology and digital data (e.g., social media, metadata usage) to enhance marketing effectiveness.	<p>We believe that digital marketing such as social media are more effective as a tool to remind existing clients or participants in trade shows and professional associations that CivicSmart remains the leader in technological innovations. They are less effective as an introduction of the latest curb management technology. Prospective clients generally are interested to first understand the technology, how they work, and visibly see them in action. This is the reason we have already reached out to the largest cities in the United States and Canada. Many of them have responded positively and have seen our technology demonstrated in real-time.</p> <p>Many jurisdictions have already expressed interest in piloting our technology. The Sourcewell contract will allow these jurisdictions to conduct tests or pilots of our sensors. Some of the larger cities are in the process of issuing Request for Proposals (RFP). Our social media and digital market strategy is to follow up with a presence on the results from deploying new technologies and the data which have been gathered from them.</p> <p>Social media is ideal in posting photographs and videos. Due to the visible impact of our sensors, we are able to post photographs and videos of the actual technology mounted at the curbside. We have recently begun to publicize our products through social media sites such as LinkedIn.</p> <p>Once there are more clients adopting the new technologies, we will publish the usage and the impact of their deployment. We will post metadata and outcomes on our website. We also intend to coordinate with Sourcewell in developing marketing collateral material and brochure for distribution.</p>

38	In your view, what is Sourcewell's role in promoting contracts arising out of this RFP? How will you integrate a Sourcewell-awarded contract into your sales process?	<p>An essential component of CivicSmart's sales process is to determine the procurement method available to the local jurisdiction, education entities or non-profits. Most of our existing or prospective clients participate in a cooperative for procurement purposes. As part of our sales, we will confirm with the prospective client whether they work with Sourcewell. If they are currently not a participant, we will encourage them to join the Sourcewell network. The advantage of joining Sourcewell is that purchases can be made quickly and they are receiving a discount price due to Sourcewell solicitation.</p> <p>Our sales team members are well-versed in municipal, educational or non-profit procurement processes. They understand and can readily explain the benefits of Sourcewell to our prospective clients.</p> <p>Sourcewell will promote contracts to be executed with CivicSmart by the mere fact that CivicSmart will be listed as a supplier for Curb Management Technologies and Related Services.</p>
39	Are your products or services available through an e-procurement ordering process? If so, describe your e-procurement system and how governmental and educational customers have used it.	<p>CivicSmart is not using any e-procurement ordering process at this time. However, we are in the planning stages of developing such a system. We look forward to working with Sourcewell in this effort.</p>

Table 8: Value-Added Attributes

Line Item	Question	Response *
40	Describe any product, equipment, maintenance, or operator training programs that you offer to Sourcewell participating entities. Include details, such as whether training is standard or optional, who provides training, and any costs that apply.	<p>Training for staff members of the participating entities will vary significantly depending on the products and services purchased. When specific products are ordered by jurisdictions and are being installed by their staff members, installation can be either self-explanatory or may require a few calls that would allow the participating entities to complete its installation. In those cases, there would be no charge. This is especially true when the participating entity has become familiar with the products or services it seeks.</p> <p>For example, when participating entities are ordering sensors and making a decision to install them with its own personnel, there may be no training costs since the installation is extremely easy and no training is required.</p> <p>On the other hand, training for a complex enterprise-wide system to be deployed involving many staff members will require pricing based on various factors. For example, staff from the participating entities may require training on the initial order of the handheld citation issuance devices. It could require a combination of course materials, remote training, in-person training, and refresher training. Pricing will depend on the scope, size, depth, and breadth of the training program. Once the initial deployment has been completed, the participating agency may not require any further training. They may choose to conduct the training themselves depending on the capacity of the participating agency.</p> <p>Training is generally conducted by CivicSmart staff. On occasions, CivicSmart's WMBE partner may conduct the training.</p> <p>Therefore, training costs will be quoted on a case-by-case basis. Some training prices are quoted under Table 14.</p>

41	Describe how your products and services will impact safety and reliability; such as improvement to safety of systems for pedestrians, bicyclists, and the broader traveling public, improve emergency response, etc.	<p>CivicSmart's sensors can be installed near fire hydrants and monitor "no-parking" spaces such as fire lanes, curbs where no parking or standing is allowed, as well as bike lanes. They can be installed at major arterials during rush hours to ensure that vehicles are not parked to obstruct traffic flow. They can also be installed to monitor bike lanes so that parked vehicles do not force bicyclists to move into traffic.</p> <p>By deploying sensors next to fire hydrants, fire trucks will have access to hydrants. Those vehicles parking at a fire hydrant can either be cited automatically, through a citation including the photo evidence of the parked vehicle, or cited by Parking Enforcement Officers through an interface to their citation issuance device. CivicSmart is the only supplier that has a real time interface between its sensors and citation issuance devices.</p> <p>Sensors can be placed adjacent to curbs clearly marked as no-parking zones with red paint. By managing those curbs, emergency vehicles such as fire engines or ambulances will have access to businesses and residences. By placing sensors next to bike lanes, vehicles parking in bike lanes and obstructing bicycle traffic can be readily identified and a citation can be issued automatically. Parking enforcement officers can also be guided to the location of bike lane violations.</p> <p>CurbSense can also be installed at crosswalks or major intersections and capture parked vehicles. This will allow Sourcwell's participating entities to monitor, in real time, parked vehicles at key intersections or crosswalks. Public safety will be greatly enhanced since the participating entity will have real-time access to the curb where CurbSense is located.</p> <p>The ability to follow up on parking violations is the key to improving safety. There are numerous methods that the participating entity can pursue because CurbSense is able to capture the license plate number, exact times of violation, location of the violation, the make and model of the vehicle and the length of stay. There is also the availability of photo evidence of the parked vehicle showing the exact time and place of the vehicle.</p> <p>The participating entities can send out courtesy notices since CurbSense will automatically capture the license plate number and CivicSmart will request the registered owner of the vehicle from the state in which the vehicle is registered. Since CivicSmart's sensors capture the make and model of the parked vehicle, CivicSmart will be able to accurately determine the registered owner and send a notice. In states where it is allowed, a citation with the date/time of the parking violation, type of violation, and a photograph of the parked vehicle can be sent to the registered owner.</p> <p>In addition to automated enforcement, CurbSense is integrated with CivicSmart's handheld citation issuance devices. Therefore, the precise location of the parking violations can be sent, in real time, to parking enforcement officers in the field. CurbSense will guide those officers to the location of the parking violation and issue a windshield citation.</p> <p>The ability to uniquely identify parking violations ensures that the safety of pedestrians and bicyclists is greatly enhanced while emergency vehicles will have improved access to the curb and fire hydrants.</p> <p>Ongoing enforcement is not always necessary once the public understands that designated areas will be monitored for safety. For example, sensors located near fire hydrants can be publicized whereby motorists would be deterred from parking next to them. Major thoroughfares can be monitored by sensors and parking can be restricted to only certain hours. Emergency vehicles will be able to traverse more easily during times of congestion. CivicSmart's products not only enhance safety but also improve traffic flow.</p>
----	--	--

42	Describe how your products and services will improve curb management to allow dynamic pricing, improvements to business access, traffic flow and curb traffic, and any impacts on essential services.	<p>The goal of curb management is to maximize the efficiency of the curb, improve traffic flow and assure access to businesses. Frequently, curb management seeks to increase the turnover rate of vehicles parking at the curb. Traditionally, this has been achieved by installing parking meters. While dynamic pricing can be achieved with parking meters, they require a higher level of monitoring by a jurisdiction or institution.</p> <p>With CivicSmart's technologies, demand pricing can be instituted at any type of curb space and is no longer limited to metered spaces. Our sensors can be mounted on the curb, mounted on a pole, or erected as a free-standing bollard. They are easily installed on the sidewalk with four anchor bolts or clapped to a pole. As a result, CivicSmart sensors can monitor a variety of spaces ranging from meter spaces downtown to commercial districts, thoroughfares, loading zones, as well as residential streets. CivicSmart's sensors can also be mounted on meter poles so that they can coexist with parking meters while implementing dynamic or "demand" pricing.</p> <p>CivicSmart's sensors allow participating entities to monitor occupancy during different times of day, different days of the week, and different weeks of the year. Parking patterns can easily be identified and displayed. Along with historical data, participating jurisdictions can develop dynamic pricing based on changing needs of curb usage. In addition, dynamic pricing can be created in locations other than metered locations.</p> <p>The price of parking can be changed based on real-time demands. In addition, CivicSmart can display the demand to both motorists and to the municipality or educational institution staff in real time. We can show curb demand by broadcasting the information to mobile apps or install signage which shows the prices dynamically. Actual real-time demand of specific locations and parking prices can be pre-determined and published so that the motorist is informed prior to arriving at the curbside.</p> <p>Curb traffic is often limited by the amount of street furniture blocking access to businesses. One of CivicSmart's sensor forms is only ½ inches high and 10 inches by 5 inches in size. By mounting this sensor on the curb, it can replace the majority of street furniture such as meter poles, and parking meters; and it allows unobstructed access to store fronts directly from the curb. This will significantly improve foot traffic to and from businesses. CivicSmart's CurbSense is also ADA- compliant since it is only ½ inch high and it does not create a tripping hazard.</p> <p>However, participating jurisdictions may choose to retain existing street furnishings such as meter poles and parking meters. CivicSmart's sensors can be attached to poles and provide real-time occupancy data of spaces monitored. They can be easily moved from one pole to another so that the participating entities can plan their deployment without outfitting their entire curb space with sensors. CivicSmart can also install free-standing bollards in locations where there is no street furniture or where the space may not be regulated. The footprint of bollards is relatively small. They are only 6 inches by 6 inches so that they can be installed in a variety of curbside.</p> <p>Traffic flow in congested areas can be blocked by delivery vehicles due to the lack of dedicated space such as a loading zone. Passenger vehicles and delivery vehicles often "double" park on the street and block traffic flow. Traffic flow will be greatly improved due to the ability of participating entities to manage their curb space. Vehicles will be able to access the curb more easily and sensors will allow more ways for motorists to pay. CivicSmart will introduce several new ways to pay for curb usage including prepaid accounts or post-stay billing. This is in addition to the traditional methods of payment such as mobile payment, text-to-pay, pay-by-phone, pay-by-web, etc. Additionally, CivicSmart's bollards allow motorists to scan a dynamic QR code for payment. The motorists can create an account whereby recurring payments can be made simply by scanning the QR code. No other vendor has the capability to supply a dynamic QR code for payment. It has proven to increase business traffic since it allows participating merchants to offer discount parking to their patrons.</p>
43	Describe your ability to perform projects related to the USDOT Smart Grant Program.	<p>CivicSmart looks forward to the opportunity to support all USDOT SMART grant awardees. Many of them have already indicated their intent to leverage Sourcewell for the implementation of their SMART grant award. We have communicated with the following cities and made presentations to their leadership. They have all expressed interest in using CivicSmart technologies to fulfill their grant requirements:</p> <ul style="list-style-type: none"> · Portland, Oregon. · Seattle, Washington. · San Jose, California. · Los Angeles, California. · San Francisco Municipal Transportation Authority (SFMTA); · Miami/Dade County, Florida. · Minneapolis, Minnesota · Buffalo, New York · Philadelphia, Pennsylvania · Louisville Metro Government · Metro Government of Nashville-Davidson County

The reason above cities are interested in using CivicSmart's technologies is due to the breadth and depth of products and services offered by CivicSmart. One that has garnered the most interest is the use of CurbSense and other sensors to manage curb usage. By implementing sensors, they will take the next steps in improving the efficiency of curb utilization and at the same time, offer more convenience to motorists.

Most of the SMART grants require either an initial inventory of the curb assets or gathering data on curb usage. CivicSmart's CurbSense allows SMART Grant recipients to gather historical and current real-time usage of the curb being monitored. They will have access to historical and real time occupancy data; and patterns and trends of parking at locations being monitored by sensors.

CivicSmart will supply the grantees with access to data and images captured by our sensors. Our Parking Enterprise Management System (PEMS) will allow personnel within SMART grants recipient agencies to collect, retrieve, store, and analyze both data collected at the curb as well as images of the vehicles using the curb. CivicSmart will work with grant recipients in configuring the data available so that their department of transportation personnel can readily analyze and sort the data collected. We will be able to provide trends such as occupancy by hour of the day, days of the week, and weeks of the year. We can provide visual and graphical representation of the data collected and allow transportation agencies to formula curb use policies. This will ensure that SMART grant recipients collect a vast amount of data for policy decision making in the use of curbs within their jurisdictions.

Our sensors will also enable each of the above jurisdictions to meet their specific goals and needs as well. For example, many of the above grants include the management of loading zones, last mile delivery and zero-emission vehicles. Installing CurbSense at loading zones and curbside where deliveries are made allows SMART grantees to track and monitor deliveries. More important than the data collected are the policies created by the grantee cities and the conveniences they can offer motorists.

Many of the above cities also have expressed interest in expanding the methods of paying for curb space. Currently, payments are limited to mobile apps or pay by phone. With the installation of CurbSense, cities will be able to accept payments from:

- Pay-by-text;
- Pay by scanning a QR code;
- Pay by prepaid accounts
- Pay through post-stay bills
- Pay by linking to electronic toll accounts

These payment options are currently unavailable to motorists in those cities. It will also position cities to offer value added services such as reservation of parking spaces and management of loading zones.

CivicSmart's CurbSense is the only sensor in the market today that allows merchants in a city to offer discount on-street parking to their patrons and free on-street parking to their employees. No other vendor can provide the technology and the infrastructure to allow this mixture of services.

CurbSense also allows SMART grantees to regulate last-mile delivery vehicles parking at the curb or in loading zones. Through its ability to uniquely identify commercial and vehicles, CivicSmart's sensors can ensure delivery companies in SMART grant cities must apply for permissions to use the curb for deliveries. Delivery companies can register their vehicles online and sensors will be able to detect vehicles which already have registered or have not.

CivicSmart's technology also allows registration of zero-emission vehicles in a database. This will allow delivery companies with zero-emission vehicles to register them and stay in compliance with city regulations. Once registered, CivicSmart's sensors can monitor occupancy at designated locations such as loading zones,

No tags or permits will be needed since CivicSmart's sensor and database can match the license tag number and the make of the vehicle. CivicSmart's system can readily interface with SMART grantees' permit systems though APIs. The data exchange can be achieved in real-time or batched mode. CivicSmart has the technology and systems to ensure delivery vehicles are properly registered. By eliminating the need for permits or tags, it will significantly streamline the permit process and enhance the convenience of delivery vehicle management. Upon the approval of the vehicle registered,

CivicSmart's sensors can recognize those vehicles in compliance and provide extensive data on their curb usage. This can only be achieved by the ability to recognize license plates. Normal sensors that only count occupancy are unable to distinguish vehicles so that SMART grant municipalities are unable to fulfill the goals stated in the grant.

<p>44</p>	<p>Describe any technological advances that your proposed products or services offer.</p>	<p>CivicSmart has made a major technological breakthrough by lowering the power requirements of the various sensor products produced. The next generation sensors invented by CivicSmart require very low voltage to power and maintain them. As a result, they last longer and require minimal maintenance. Through various deployments and pilots, data gathered from the sensors demonstrate that very little power is required to ensure sensors' functionality. They operate remotely and effortlessly.</p> <p>In addition to reducing the voltage required, CivicSmart has also miniaturized the size of the sensors. One form factor of CurbSense is reduced to 5 inches by 10 inches and only ½ inch in thickness. This miniature version can be mounted on the curb and is nearly invisible to passing motorists. By mounting sensors on the curb, municipalities can reduce the number of furniture and fixtures on the sidewalk. Meanwhile, this version of CurbSense is ADA-compliant and does not pose a tripping hazard.</p> <p>By supplying curb-mounted sensors, the entire streetscape of a city is visually transformed. Instead of parking meters, curb usage can be paid for through mobile apps, text-to-pay, prepaid accounts or post-stay billing. The entire infrastructure of on-street parking can be replaced with modern technology.</p> <p>CivicSmart has several patents which allow its sensor technology to be state-of-the-art. Sourcewell will allow more municipalities to adopt this new technology.</p>
<p>45</p>	<p>Describe any "green" initiatives that relate to your company or to your products or services, and include a list of the certifying agency for each.</p>	<p>One of CivicSmart's mission is to convert all on-street parking technologies to be "green" and energy efficient. This is why we created our sensors to operate on solar and batteries. By selling municipalities green products, CivicSmart achieves its mission of expediting the conversion to green energy throughout the globe.</p> <p>The entire R&D efforts by CivicSmart have been focused on solar powered devices. CurbSense has been created to operate on solar and batteries. It is configured whereby the solar receptors are mounted on top of the sensor. It can be either a free-standing bollard, attached to a pole or mounted on the curb. All sensors use solar as the primary means in which the device is powered. Solar energy is then stored in the battery within the sensor.</p> <p>CivicSmart is not only a "green" company, but its goal is to ensure all municipalities adopt green technologies for the use of parking management. CivicSmart is one of the first companies to adopt solar energy to power its sensors. All its hardware operates on rechargeable batteries. This included the handheld citation issuance devices where the batteries are charged overnight. By deploying rechargeable batteries, the life-span of CivicSmart's equipment is much longer than normal.</p> <p>CivicSmart also chooses its suppliers of components partially based on their ability to produce them within a "green" environment. Most of the suppliers are using renewable power as the source of their energy to produce components to be assembled by CivicSmart. Therefore, the supply chain used by CivicSmart consists of primarily "green" suppliers.</p> <p>CivicSmart's market is not limited to US and Canada. Its Middle-East presence has increased significantly due to the abundance of solar energy.</p>

46	Detail any benefits or impact on the climate realized from your offering such as: the reduction of congestion and/or air pollution, including greenhouse gases or improvement of energy efficiency.	<p>CivicSmart's state-of-the-art parking technologies will allow motorists to find available parking either through apps or signs posted. Sensors can detect occupancy of parking spaces and transmit real-time data to the cloud. The availability of parking spaces are fed to mobile apps or to signs located at key locations within a jurisdiction. This will significantly reduce the amount of time vehicles are circling for parking spaces and decrease the amount of pollution emitted from those vehicles.</p> <p>Congestion is reduced when fewer vehicles are seeking parking spaces.</p> <p>Municipalities can also install sensors at loading zones and designated ride-sharing pickup and drop-off zones. These sensors will capture occupancy at these locations. Drivers who have created accounts within the wayfinding apps will be able to receive notifications prior to their arrival whether parking spaces are occupied or not. This will route drivers to alternative locations and reduce the amount of time seeking parking spaces. Less time searching for parking translates into less carbon emissions.</p> <p>Most importantly, CivicSmart designed its sensors so that they are powered by solar energy. Every one of the four (4) form factors of CurbSense has a receptor for solar energy on top of the sensor. The form factors are either a unit which can be mounted on a pole, mounted on the curb, or as free-standing bolted to the sidewalk. The pole-mounted and bollard versions have larger solar panels on top of the unit in order to maximize solar power. The miniature version that is mounted on the curb is smaller and more compact but still relies on solar receptors to generate the needed energy to power the sensor. CivicSmart also designed its sensors where low voltage is required. Because it only requires lower voltage, less energy is needed to sustain CurbSense. The amount of solar energy required is minimal. Even under shade or when sunlight is diminished, CurbSense can collect sufficient solar power to sustain its operations. Its low voltage requirement enables CurbSense to be long lasting and will require less maintenance and support. By reducing its maintenance requirements, there is less pollution emitted from maintenance vehicles.</p> <p>CivicSmart supplies some of the most environmentally friendly parking technologies in the marketplace today.</p>
47	Identify any third-party issued eco-labels, ratings or certifications that your company has received for the equipment or products included in your Proposal related to energy efficiency or conservation, life-cycle design (cradle-to-cradle), or other green/sustainability factors.	<p>he North American Board of Certified Energy Practitioners (NABCEP) is the most respected, well-established, and widely recognized certification organization for solar professionals, offering entry level knowledge assessment, professional certification, and company accreditation programs to renewable energy professionals.</p>
48	Describe any Women or Minority Business Entity (WMBE), Small Business Entity (SBE), or veteran owned business certifications that your company or hub partners have obtained. Upload documentation of certification (as applicable) in the document upload section of your response.	<p>CivicSmart partners with a number of Women or Minority Business Entities (WMBE), small businesses and veteran-owned businesses to install and maintain its equipment throughout the United States. Firms chosen to be CivicSmart's partner tend to be geographically since most states, commonwealth or territories will certify firms owned by minority, women, or veterans within their state. State certification ensures that they meet the criteria established.</p> <p>The use of WMBE varies among jurisdictions. Some local entities require that WMBE firms must be included in the original bid. Some states have a requirement that a minimum percentage of the contract must be delivered by a WMBE subcontractor.</p> <p>On the other hand, there are many jurisdictions where there is no WMBE requirement. CivicSmart prefers to use local WMBE firms as partners whenever possible, not only due to the stimulation of the local economy, but also ensuring that the team includes members who are intimately familiar with the local parking infrastructure. This allows every contract to be delivered successfully. The inclusion of WMBE partners is one of the reasons for our successful track record.</p> <p>One recent example is CivicSmart's recent award by Montgomery County, Maryland. CivicSmart's partner is a minority-owned company titled End Results LLC which is a certified minority firm in the State of Maryland. Attached please find End Results' certification from Maryland.</p> <p>There are many minority, women, and veterans-owned firms with which CivicSmart partners. Upon award of this contract, CivicSmart will provide certifications (e.g.State and Federal certifications) from the various business entities that work with CivicSmart.</p>
49	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	<p>CurbSense is a sensor developed by CivicSmart which can be deployed at the curb to collect data and manage curb assets automatically. The technology is patented by CivicSmart and is available only from CivicSmart. The sensors combine radar, camera, License Plate Recognition (LPR) software, artificial intelligence (AI) and latest communication that allows images and data to be transmitted in real time to the cloud and then subsequently accessed by Sourcewell participating entities for a variety of uses.</p>

Sourcewell participating entities?

There is no need to access AC power requirements since CurbSense is battery and solar powered. As a result, these sensors can be located anywhere at the curbside. They can be affixed to the sidewalk, attached to a pole, or mounted on a curb. Communication of the data and images captured is achieved through a wireless network. CivicSmart will supply all the communication services to ensure connectivity. CivicSmart incorporated the latest communications technologies within CurbSense to include the ability to connect via cellular LTE-M or NB-IoT networks. It also has LoRa communications capability. Recognizing the fast-evolving wireless space, the sensor is modular and simple to upgrade to newer networks such as 5G or 6G as they become available.

Using the latest artificial intelligence (AI) and edge processing, CurbSense can uniquely identify the vehicle which is parked in a designated space for a specific duration. It captures the date and time of entry as well as recording the departure time. Knowing the license plate number and the model/make of the vehicle, it distinguishes the vehicle from any other vehicle and can then perform a variety of tasks other sensors cannot.

The technology invented by the CivicSmart Team is similar to that used for electronic toll collection. The difference is that there is no need for a transponder. Under an electronic toll collection system, consumers typically maintain prepaid accounts and register their vehicles by entering the license plate number, state of registration and the make and model of the vehicle(s). The toll lanes are monitored using video cameras. If a driver tries to go through the plaza without a transponder, the camera records the vehicle and takes a snapshot of the license plate. The vehicle owner then receives a violation notice in the mail. CurbSense operates in a very similar way. The cameras within CurbSense can take close and clear photos of the vehicle entering and exiting the view of the radar. It can automatically identify the vehicle by capturing the license plate number, state, make and model of the vehicle over 95% of the time.

There are 4 types of form factors that CivicSmart produces—either as a stand-alone bollard, mounted to an existing pole, mounted to the curb, or mounted to a wheel-stop.

1. Stand-alone Bollard: Bollards have a footprint of 5x5 inches and about 3' tall. They are ADA-compliant because they are higher than 2.5 feet. They are designed where a motorist can easily read the screen display on the top of the bollard. This screen shows a dynamic QR Code so that they cannot be replicated. They ensure that the QR code scanned by a user is uniquely identifiable and corresponds to the space where the bollard is located.
2. Pole Mounted: Sensors that are designed to be attached to an existing fixture such as existing meter pole, planters, poles displaying signs, etc. By clamping to existing meter poles, for example, CurbSense can compare the potential meter revenue from the actual meter received at the metered space.
3. Curb Mounted: These miniature sensors contain all of the solar film, radar, camera, communication and software as the other sensors. They are also ADA compliant because they are 1/2" in height and designed to be fixed to the curb and not be an obstruction to pedestrians.
4. Wheel-stop Mounted: sensors are mounted on the side of the curb or at the wheel-stop so that it captures the vehicle entering or exiting a parking space directly instead of parallel curb parking.

CivicSmart's stand-alone bollard sensors include a screen that displays data or a dynamic QR code, something that none of its competitors can offer. Motorists can scan the QR code displayed on a screen located on top of the bollard version. The QR code is dynamically generated so that it cannot be illicitly created and manipulated. Because the QR code is generated by CivicSmart, it will not route the motorist to a fake website to pay for the stay. Payment for the use of the curb can be made by scanning the unique QR code on a smartphone. The motorist will enter his/her credit card information and pay for the parking session. Users can also increase the amount of time paid to use the curb. Because the bollard knows the amount of time parked, time limits can also be enforced. No other vendor has the capability to incorporate a screen on top of their sensors.

It is also the only parking sensor which is integrated with handheld citation issuance devices so that enforcement officers can be guided to the location of the parking violations. CurbSense identifies parking violations in real time. Due to its integration with various payment methods, it can distinguish those vehicles that have paid and those which have not.

A smart cloud-based system and database is just as important to the management of an efficient and effective parking program as the sensors on the street. Our Parking Enterprise Management System (PEMS) provides a comprehensive parking management system that displays the images captured of vehicles parked in spaces being monitored. PEMS allows users access to real-time capture of images and parked vehicles. Individual parking sessions are created by PEMS which tracks the entry and exit times of a vehicle occupying

	<p>the space monitored. PEMS will provide occupancy data on the to any jurisdiction using Sourcewell.</p> <p>CurbSense is also the only sensor that can identify a variety of parking violations automatically. They include expired meters, exceeding time limit, no-parking, parking near fire hydrants, unauthorized parking in a loading zone, exceeding time limit in a loading zone, parking in a bus stop, parking in a bike lane, parking in rush hour, failure to display front or rear tags, failure to display permits, etc.</p> <p>CurbSense also allows for numerous payment methods that no other vendor offers. While the traditional methods of mobile payment, pay-by-phone and pay-by-web are available, CurbSense allows prepaid accounts, pay-by-text, and pay-by-scanning. It also allows municipalities to send out post-stay bills instead of immediate payment. No other vendor can offer the variety of payment methods to be used at the curb.</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 *
50	Do your warranties cover all products, parts, and labor?	All products are covered by a standard 1-year parts and labor warranty. In addition, CivicSmart offers extended warranty and supports products for a minimum of 5 years, and often for periods beyond the 5 years.
51	Do your warranties impose usage restrictions or other limitations that adversely affect coverage?	No
52	Do your warranties cover the expense of technicians' travel time and mileage to perform warranty repairs?	Typical warranty repairs are performed at our designated Warranty Service Center. CivicSmart works with clients to meet the warranty needs of a particular installation and can provide various field support options.
53	Are there any geographic regions of the United States or Canada (as applicable) for which you cannot provide a certified technician to perform warranty repairs? How will Sourcewell participating entities in these regions be provided service for warranty repair?	No, there is no region of United States or Canada that we cannot supply a technician to provide warranty repairs. We generally arrange for our technician to meet with the participating entities on-site to perform warranty repairs.
54	Will you cover warranty service for items made by other manufacturers that are part of your proposal, or are these warranties issues typically passed on to the original equipment manufacturer?	CivicSmart plans for and covers warranty service any product sold through CivicSmart, including from other manufacturers sold as part of our solution.
55	What are your proposed exchange and return programs and policies?	Standard warranty process includes obtaining a Return Merchandise Authorization (RMA) via our support desk or portal, shipping labels and packaging may be mailed as needed, and repaired or replaced items and sent back after QA. CivicSmart covers the shipping of the repaired or replaced product from the Warranty Service Center.
56	Describe any service contract options for the items included in your proposal.	CivicSmart offers the following contract options: 1. On-site "on-call" Level-1 support – dedicated "on-call" Level-1 support for preventative maintenance or field service, typically for larger, mission-critical installations 2. Data analysis and modeling – expert data modelers and statisticians trained on "big data" parking applications can support or augment city staff

Table 9B: Performance Standards or Guarantees

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

Line Item	Question	Response *
57	Describe any performance standards or guarantees that apply to your services	No, there are no generic performance standards at this time. However, we expect uptime of exceeding 99%.

58	Describe any service standards or guarantees that apply to your services (policies, metrics, KPIs, etc.)	<p>The service standards would be in our maintenance agreement. CivicSmart continually tracks, reports key metrics related to product and service performance and identifies custom KPIs applicable to the project. Due to complexity of the solutions anticipated under this RFP, these metrics are customized to fit the specific application. Examples of KPIs include:</p> <ul style="list-style-type: none"> Device uptime Device performance - capture rates, Detection accuracy Device maintenance - battery, solar performance Service uptime Support response times Support resolution times Management system uptime
59	Describe how you will measure cost savings and/or performance improvements with the utilization of your solutions.	<p>There are several areas in which cost savings can be gained. Currently, occupancy rates at the curb are either estimated through meter revenue or from costly human observations. Most jurisdictions use revenue meters as a proxy to determine occupancy. However, there is a severe limitation on the dependence of meter revenue since payments from motorists are unpredictable and rarely representative. Although mobile payment data can provide a rough estimate of the time distribution of usage, actual meter revenue collected through coins and credit cards do not provide the times of the day, days of the week distribution needed for occupancy studies.</p> <p>Cities often hire consultants to conduct occupancy or turnover studies. They are extremely costly and rarely done. The amount of cost savings from automating occupancy studies depend on the size of the city. Generally, it ranges from thousands to hundreds of thousand dollars.</p> <p>Instead of human observations which have inherent flaws, CivicSmart's sensors can be easily installed and moved from locations to locations. It allows cities to capture actual occupancy and display data in a variety of forms. Our system also allows cities to analyze the data in numerous ways. Occupancy trends can be analyzed by types of curb space monitored and parking patterns.</p> <p>There are many performance improvements gained from deploying CivicSmart's technologies. They include increased turnover at the spaces monitored, greater enforcement of parking violations, greater utilization of loading zones by delivery vehicles, greater meter payments, to name a few.</p> <p>Our methodology for measuring performance improvement is through comparison of each measure before and after an initiative from the local jurisdictions. This would include:</p> <ul style="list-style-type: none"> Turnover rate of spaces before and after "guided" enforcement using real-time interface between sensors and handheld citation devices; Number of citations issued per officer before and after the deployment of sensors; Number of commercial vehicles using loading zones before and after deployment of sensors and enforcement activities at loading zones; Amount of meter revenue before and after placing sensors at meters and enforcement of expired meters and unpaid metered spaces. <p>There are many performance measures we can automatically capture and compare the effects before and after deployment of our technology. These are dependent on the goals of the local jurisdictions and the willingness to increase parking enforcement.</p>
60	Describe how you use Curb Data Specification (CDS) and how you would further develop these standards in the future.	<p>Cities around the world recognize the need to develop a common curb data standard that gives them the tools and information to enact major curb management projects and support policy innovation. Businesses also recognize that digital curb tools drive efficiency for all.</p> <p>The Curb Data Specification (CDS) connects public agencies with private companies and aligned nonprofits, giving them the common language they need to communicate and measure impact. CDS gives curb users real-time understanding of where the nearest available curb spaces are and what rules apply to them. And when cities use CDS to convey demand-responsive curb regulations, curb users inevitably get access to more spaces when and where they are needed. Ultimately, CDS sets the stage for cities to adapt the curb to support the innovations in mobility, delivery, and commerce that cutting-edge companies are driving.</p> <p>CDS gives residents public spaces that better reflect community priorities like safety and environmental sustainability. Reduced double parking and congestion keeps residents and drivers safe, advances sustainability, and lowers the costs local businesses incur as a result of parking violations.</p> <p>CivicSmart's CurbSense supports CDS through its API interfaces.</p>

61	Describe your experience with Mobility Data Specification (MDS), as well as how you use MDS to help improve agencies' transportation systems.	<p>CivicSmart is working with the OMF on improving MDS. MDS—"Mobility Data Specification"—is a digital tool that helps cities to better manage transportation in the public right of way. MDS standardizes communication and data-sharing between cities and private mobility providers, such as e-scooter and bike share companies. This allows cities to share and validate policy digitally, enabling vehicle management and better outcomes for residents. Plus, it provides mobility service providers with a framework they can re-use in new markets, allowing for seamless collaboration that saves time and money.</p> <p>MDS is designed to enable cities to manage any shared mobility option in the public right of way. That means giving cities the data they need to understand current and historic use patterns and the tools they need to improve the safety, equity, and quality of the mobility services on their streets. MDS is a free, open-source, digital-first platform, so all cities can manage mobility in the ways that work best for them.</p> <p>CivicSmart will be a contributor to MDS throughout all cities.</p>
----	---	---

Table 10: Payment Terms and Financing Options

Line Item	Question	Response *
62	Describe your payment terms and accepted payment methods.	<p>Payment terms are Net 30. For larger equipment orders, a 50% payment in advance may be required. Accepted payment methods are ACH, Wire transfer, check, or credit card.</p>
63	Describe any leasing or financing options available for use by educational or governmental entities.	<p>For educational or governmental entities seeking to utilize our services, we offer two distinct types of financing options to accommodate different needs and preferences:</p> <ol style="list-style-type: none"> 1. Fixed-Term Lease-to-Own Option: This option is designed for entities that prefer a straightforward path to ownership. Under this arrangement, the entity agrees to a fixed-term lease, during which they make regular payments. These payments are structured over a predetermined period, and at the end of this term, the entity has the option to purchase the product or service at an agreed-upon residual value. This approach is beneficial for those who want the security and eventual ownership that comes with a traditional lease, coupled with predictable budgeting and the advantage of spreading the cost over time. 2. No-Risk Transaction Fee-Based Model: This innovative financing option is tailored for entities looking for flexibility and minimal upfront investment. Instead of regular lease payments, the entity pays a transaction fee based on usage or other defined metrics. This model is particularly advantageous for those who prefer a pay-as-you-go approach, minimizing financial risk and aligning costs directly with usage or benefits received. It's an ideal solution for entities with fluctuating demands or those seeking to avoid long-term financial commitments. <p>Both these financing options are crafted to provide educational and governmental entities with the flexibility and financial ease they need to effectively manage their budgets and meet their operational requirements</p>

64	Describe any standard transaction documents that you propose to use in connection with an awarded contract (order forms, terms and conditions, service level agreements, etc.). Upload a sample of each (as applicable) in the document upload section of your response.	<p>In connection with an awarded contract, we use a set of standard transaction documents to ensure clarity, compliance, and efficiency in our business dealings. These documents include:</p> <p>Order Forms: These are essential for initiating services or product procurement. They detail the specific products or services requested, quantities, prices, delivery timelines, and any special instructions or requirements. Order forms serve as a formal request and record of what has been ordered under the contract.</p> <p>Terms and Conditions: This document outlines the legal terms, rights, and obligations of both parties. It includes payment terms, delivery conditions, warranty provisions, liability clauses, and cancellation policies. The terms and conditions ensure that both parties are aware of and agree to the contractual obligations and legal framework governing the transaction.</p> <p>Service Level Agreements (SLAs): SLAs are critical for service delivery. They specify the performance standards to be met by the service provider, such as uptime, response time, and resolution time. SLAs also outline the remedies or penalties for failure to meet these standards, ensuring accountability and quality of service.</p> <p>Configuration Documents: These documents detail the business rules, settings, and requirements for the setup and implementation of the solution. Configuration documents ensure that the system as implemented is tailored to meet the specific needs of the city.</p> <p>Notice Proofs: Notice proofs are used for formal communications regarding communications to register owners.</p> <p>In addition, forms to get city input and approvals for decals, signage, media content, etc., are also used.</p>	*
65	Do you accept the P-card procurement and payment process? If so, is there any additional cost to Sourcwell participating entities for using this process?	We do accept P-card for payments under USD 25,000. No additional cost is assessed. For payments over this amount, we can work with the participating entity on the payment mode and cost.	*

Table 11: Pricing and Delivery

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

Line Item	Question	Response *
66	Describe your pricing model (e.g., line-item discounts or product-category discounts). Provide detailed pricing data (including standard or list pricing and the Sourcwell discounted price) on all of the items that you want Sourcwell to consider as part of your RFP response. If applicable, provide a SKU for each item in your proposal. Upload your pricing materials (if applicable) in the document upload section of your response.	Our pricing is primarily line-item pricing except for data analytics which would be a license fee of our PEMS. We also offer transactional model for various enforcement support or reservation support functions. The pricing is uploaded separately.
67	Quantify the pricing discount represented by the pricing proposal in this response. For example, if the pricing in your response represents a percentage discount from MSRP or list, state the percentage or percentage range.	Volume discounts may be offered on an individual cases. The percentage discount would depend on the volume.
68	Describe any quantity or volume discounts or rebate programs that you offer.	There are volume discounts but they are created on a case-by-case basis.
69	Propose a method of facilitating "sourced" products or related services, which may be referred to as "open market" items or "nonstandard options". For example, you may supply such items "at cost" or "at cost plus a percentage," or you may supply a quote for each such request.	No "open market" items are being offered under this procurement
70	Identify any element of the total cost of acquisition that is NOT included in the pricing submitted with your response. This includes all additional charges associated with a purchase that are not directly identified as freight or shipping charges. For example, list costs for items like pre-delivery inspection, installation, set up, mandatory training, or initial inspection. Identify any parties that impose such costs and their relationship to the Proposer.	Shipping and freight costs are not included in our pricing due to the different locations to which items may be shipped. CivicSmart uses national carriers such as FedEx and has negotiated very favorable rates with the carriers, which will be passed on to our customers. CivicSmart applies a 15% shipping and handling fee to actual charges by the carriers.
71	If freight, delivery, or shipping is an additional cost to the Sourcwell participating entity, describe in detail the complete freight, shipping, and delivery program.	The participating entity contacts CivicSmart's shipping department and provide the address to be shipped. The primary consideration is whether the location has sufficient space to accommodate the size of the shipment. The shipment is often broken up in portions to coincide with installation. This would ensure that installation continues on schedule while items are shipped. We also have tracking capabilities to determine the ETA of item arrival.
72	Specifically describe freight, shipping, and delivery terms or programs available for Alaska, Hawaii, Canada, or any offshore delivery.	Shipping is available for deliveries in Alaska, Hawaii, Canada or other locations. CivicSmart has shipped its products throughout the world and there are no exceptions to the location to which they are shipped
73	Describe any unique distribution and/or delivery methods or options offered in your proposal.	There are no unique distribution or delivery methods being used. We ship our products to customers' location and we follow up with installation.

Table 12: Pricing Offered

Line Item	The Pricing Offered in this Proposal is: *	Comments
74	a. the same as the Proposer typically offers to an individual municipality, university, or school district.	

Table 13: Audit and Administrative Fee

Line Item	Question	Response *
75	Specifically describe any self-audit process or program that you plan to employ to verify compliance with your proposed Contract with Sourcewell. This process includes ensuring that Sourcewell participating entities obtain the proper pricing, that the Vendor reports all sales under the Contract each quarter, and that the Vendor remits the proper administrative fee to Sourcewell. Provide sufficient detail to support your ability to report quarterly sales to Sourcewell as described in the Contract template.	<p>All CivicSmart's sales require the entry of the deal into its customer relationship management (CRM) called PipeDrive. Most entries are made prior to the actual sale. PipeDrive is designed to track the sales end-to-end; and it also serves as the tool to generate future sale. Because CivicSmart has been in business over 80 years, there is a large span of previous parking technology users whose contact information is already in the database. CivicSmart intends to leverage this database to sell to Sourcewell participants since most of them are already in the database.</p> <p>Once Sourcewell has executed its contract with CivicSmart, we will enter the agreed upon prices within PipeDrive. When a purchase occurs from a Sourcewell participant, CivicSmart will mark the deal as from Sourcewell which will automatically update the prices submitted to Sourcewell. It will also automatically create the amount of "royalty" (based on the percentage indicated below) to be paid to Sourcewell. Once the deal has been executed between Sourcewell's participating entities, PipeDrive will automatically calculate the amount owed to Sourcewell and generate an account payable transaction to CivicSmart's financial and billing system.</p> <p>The quarterly sales report is generated automatically by PipeDrive and CivicSmart will produce this report and send it to Sourcewell in accordance with the agreed upon schedule. CivicSmart will meet with Sourcewell leadership periodically to review the deals executed with Sourcewell participating agencies. Sourcewell can have visibility to specific deals executed with agencies enrolled in Sourcewell and ensure that they receive the agreed-upon prices for the items they ordered.</p>
76	If you are awarded a contract, provide a few examples of internal metrics that will be tracked to measure whether you are having success with the contract.	<p>Since all CivicSmart sales are tracked in its PipeDrive database, a monthly report of all sales will be produced. A key metric is the percentage of sales made to Sourcewell participating agencies. This is the number of Sourcewell sales divided by the overall sales made by CivicSmart during the quarter. In addition to the number of sales completed, CivicSmart will track the overall dollar value of the contracts executed with participating agencies and also calculate the percentage in dollar value.</p> <p>Some of the sales can extend multiple years so that the dollar value is based on the total value of the contract instead of the initial annual value or the recurring value.</p> <p>CivicSmart's expectation is that success with the contract will depend on the successful execution of the marketing plan specified in Table 7. CivicSmart will also work with Sourcewell in reviewing lessons learned when sales close with other Sourcewell suppliers instead of CivicSmart and make the appropriate adjustments. In some cases, it might be as simple as changing the sales representative from CivicSmart assigned to the deal. Every sales representative within CivicSmart will be measured as to the percentage of their sales made with Sourcewell agencies.</p>
77	Identify a proposed administrative fee that you will pay to Sourcewell for facilitating, managing, and promoting the Sourcewell Contract in the event that you are awarded a Contract. This fee is typically calculated as a percentage of Vendor's sales under the Contract or as a per-unit fee; it is not a line-item addition to the Member's cost of goods. (See the RFP and template Contract for additional details.)	CivicSmart shall pay Sourcewell three and one-half percent (3.5%) of every sale made with Sourcewell participating entities under this agreement. Payment will be made only if the participating entity has chosen to use this sourcing agreement. No payment will be made if the agency chooses to procure products and services from CivicSmart other than through this agreement (RFP #120423—Curb Management Technologies with Related Services.).

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

Line Item	Question	Response *
78	Provide a detailed description of the equipment, products, and services that you are offering in your proposal.	Given the scope and extensive nature of the components, a comprehensive solution is described in detail in the "Other" section.
79	Within this RFP category there may be subcategories of solutions. List subcategory titles that best describe your products and services.	<p>The subcategories are:</p> <ul style="list-style-type: none"> Data Capturing Wayfininding or Motorists Guidance Payment offerings Dynamic Signs Automated enforcement Guided enforcement Reservations Data Analytics and Decision Support PR and Media Support
80	Describe your products and capabilities in regard to integration, such as: Improving integration of systems and promotion of connectivity of infrastructure, connected vehicles, pedestrians, bicyclists, and the broader traveling public.	<p>CivicSmart's products can be integrated with a host of systems and existing parking ecosystems. For example, our sensors are integrated with parking payment platforms such as ParkMobile, Passport, etc. Our sensors are also integrated with enforcement systems such as our AutoISSUE citation issuance devices. All of our integration is achieved through our proprietary Parking Enterprise Management System (PEMS). We have a variety of API's already in operation which allows us to communicate, in real time, occupancy information of parked vehicles.</p> <p>Because our sensors are essentially IoT's and operate on the NB-IoT networks, it is also designed to be connected to autonomous vehicles and will become the foundation of a new parking ecosystem. It also has LoRa communications capability so that it can be configured to an extremely secured network where connected vehicles and bicycles can operate safely. With real-time occupancy data, we are able to supply motorists with immediate information on finding parking spaces. Our integration with various mobile applications to our sensors ensure these "wayfinding" tools are possible.</p> <p>Bicycle and pedestrian safety is a concern for many jurisdictions. Our sensors on the curb will allow municipalities to regulate illegal parking in bike lanes and parked vehicles in intersections blocking pedestrian traffic. With our real-time interfaces, we are able to guide enforcement offers to the precise location of the parking violations. This will dramatically improve safety.</p>

81	Describe how you will promote public and private sharing of data for the use of open platforms, open data formats, technology-neutral requirements, and interoperability, while ensuring cybersecurity, technology standards, and protection of individual privacy.	<p>CivicSmart currently participates in public and private sharing of data in an open platform now. Our data exchange ensures that the formats of the data are readily ingested by a variety of Open Source. Interoperability with a variety of systems is already in existence.</p> <p>CivicSmart will participate in Curb Data Specifications (CDS) created by the Open Mobility Foundation (OMF) since many jurisdictions participate in this data exchange. CDS is a free, open source, digital-first platform so all cities can manage their curb that works best for them. CDS is nothing but a set of APIs which are protocols that allow data to flow securely between cities and providers. CivicSmart, as a provider of sensors, will capture the data and supply cities with their usage where agencies can use real-time data to formulate policies and then monitor the impact of their policies. CDS provides insight into curb usage and allows everyone who uses public assets to benefit. The benefits are:</p> <p>Real-time and historic data improves planning; Digital management reduces operating costs; Policy changes can be made real-time and readily adopted immediately; Dynamic pricing and equitable access and safety are assured;</p> <p>The CDS Curbs Application Programming Interface (API) is the leading standard for communicating curb regulation data. The collaboration spearheaded by OMF includes nine cities that will springboard widespread adoption of this standard, which will create the critical mass necessary for navigation providers such as Google Maps, connected vehicles, and any other interested entity to invest in integrating their tools with CDS. This will accelerate CDS adoption towards the widespread adoption levels that the General Transit Feed Specification.</p> <p>CDS gives local governments the tools to drive data-informed change. It allows cities to map curb regulations and capture data about how the curb is used. Capturing those insights allows policies to adapt to deliver the most public value. As a common standard, CDS unlocks an ecosystem of tools being built to help cities manage the digital curb and communicate digitally with curb users.</p> <p>CDS gives curb users real-time understanding of where the nearest available curb spaces are and what rules apply to them. And when cities use CDS to convey demand-responsive curb regulations, curb users inevitably get access to more spaces when and where they are needed. Ultimately, CDS sets the stage for cities to adapt the curb to support the innovations in mobility, delivery, and commerce that cutting-edge companies are driving.</p> <p>CDS gives residents public spaces that better reflect community priorities like safety and environmental sustainability. Reduced double parking and congestion keeps residents and drivers safe, advances sustainability, and lowers the costs local businesses incur as a result of parking violations.</p> <p>Protection of individual privacy is extremely important for this procurement. Privacy of data is generally regulated by the State or Commonwealth in the United States and by Providence in Canada. Regulations regarding privacy of images captured by cameras in public spaces are specific to the jurisdictions in which those images are taken.</p> <p>CivicSmart has worked with jurisdictions throughout all of the states and some provinces in Canada and can meet any privacy requirements. In some jurisdictions, the actual image data or vehicle information is only available to authorized personnel while other jurisdictions supply them to the general public. Some jurisdictions "mask" the specific information related to a vehicle such as the plate number and make/model of the vehicle while other jurisdictions choose to ensure transparency and display all of the information captured in public spaces.</p> <p>Our technology can meet a variety of cybersecurity standards. Communications through cellular networks and the internet are secured at various points.</p>
----	---	---

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

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

Line Item	Category or Type	Offered *	Comments
82	Digitization of inventory and regulations, including creation of sector or citywide digital curb.	<input checked="" type="radio"/> Yes <input type="radio"/> No	CivicSmart supplies a variety of sensors which can digitize curb assets and create digital curb for entire city.
83	Sensors and cameras, including installation services.	<input checked="" type="radio"/> Yes <input type="radio"/> No	A variety of sensors and cameras and their installation are supplied by CivicSmart
84	Issue application programming interfaces (APIs) and build services around them: i. Historical and/or real-time monitoring and performance reporting; ii. Curb availability (parking, loading, etc.), reservations, and driving directions; iii. Predictive modeling.	<input checked="" type="radio"/> Yes <input type="radio"/> No	CivicSmart's curb management system can provide real-time and historical data, curb availability including reservation, wayfinding, and predictive modeling
85	Data, software, and hardware implementation, integration, and management; i. Internal and external integration; ii. Integration of old data and collection of new data; iii. Data warehousing.	<input checked="" type="radio"/> Yes <input type="radio"/> No	CivicSmart delivers all data processing services including data, software, hardware, system integration, implementation and ongoing maintenance
86	Digitized permit systems, including dynamic pricing.	<input checked="" type="radio"/> Yes <input type="radio"/> No	Dynamic pricing of curb usage is an integral part of CivicSmart's curb management system.
87	V2I technology with scalability.	<input checked="" type="radio"/> Yes <input type="radio"/> No	
88	Intelligent transportation systems, such as transit signal priority, transportation system controllers, and digital signage.	<input checked="" type="radio"/> Yes <input type="radio"/> No	CivicSmart supplies digital signage as part of its wayfinding solution.

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

Line Item 89. NOTICE: To identify any exception, or to request any modification, to Sourcewell standard Contract terms, conditions, or specifications, a Proposer must submit the proposed exception(s) or requested modification(s) via redline in the Contract Template provided in the "Bid Documents" section. Proposer must upload the redline in the "Requested Exceptions" upload field. All exceptions and/or proposed modifications are subject to review and approval by Sourcewell and will not automatically be included in the Contract.

Do you have exceptions or modifications to propose?	Acknowledgement *
	<input type="radio"/> Yes <input checked="" type="radio"/> No

Documents

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

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

- [Pricing](#) - Consolidated Quote - Sourcewell.pdf - Monday December 04, 2023 15:17:48
- [Financial Strength and Stability](#) - Credit and D&B report.pdf - Monday December 04, 2023 15:02:41
- Marketing Plan/Samples (optional)
- [WMBE/MBE/SBE or Related Certificates](#) - 2022
MDDOT_Letter_MBE_20259823_0003403280_01352328_20220306132945_3211.pdf - Tuesday November 21, 2023 15:00:22
- [Warranty Information](#) - Warranty Agreement.pdf - Monday December 04, 2023 15:07:22
- [Standard Transaction Document Samples](#) - Bollard and Payment Config.pdf - Monday December 04, 2023 15:07:49
- Requested Exceptions (optional)
- [Upload Additional Document](#) - proposal v1 - mn2.pdf - Monday December 04, 2023 15:44:02

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. - Balu Subramanya, CEO, Duncan Parking Technologies

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

Yes No

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

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

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

**AMENDMENT #1
TO
CONTRACT # 120423-DNCN**

THIS AMENDMENT is effective upon the date of the last signature below by and between **Sourcewell** and **Duncan Parking Technologies, Inc.** (Supplier).

Sourcewell awarded a contract to the Supplier to provide Curb Management Technologies with Related Services to Sourcewell and its Participating Entities, effective January 9, 2024, through January 15, 2028 (Contract).

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

Section 18. Insurance–Subsection A. Requirements– Item 4. Umbrella Insurance of the Contract is modified to reduce the minimum limit requirements to \$1,000,000.

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

Sourcewell

By: DocuSigned by:
Jeremy Schwartz
C0FD2A139D06489... _____
Jeremy Schwartz, Chief Procurement Officer

Date: 6/25/2024 | 6:22 AM CDT

Duncan Parking Technologies, Inc.

By: DocuSigned by:
Yvonne Gardner
76227D4E5B09450... _____
Yvonne Gardner

Title: Accounting Specialist

Date: 6/25/2024 | 5:55 AM CDT