

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

This Contract is between Sourcewell, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 (Sourcewell) and Cleverciti Systems Corp., 8000 Avalon Blvd., Suite 100, Alpharetta, GA 30009 (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, prior to the commencement of installation of equipment 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 Sourcwell for this Contract and must provide prompt notice to Sourcwell if that person is changed. The Account Representative will be responsible for:

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

B. BUSINESS REVIEWS. Supplier must perform a minimum of one business review with Sourcwell per contract year. The business review will cover sales to Participating Entities, pricing and contract terms, administrative fees, sales data reports, 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 Sourcwell Supplier Development Administrator assigned to this Contract. Reports are due no later than 45 days after the end of each calendar quarter. A Report must be provided regardless of the number or amount of sales during that quarter (i.e., if there are no sales, Supplier must submit a report indicating no sales were made).

The Report must contain the following fields:

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

B. ADMINISTRATIVE FEE. In consideration for the support and services provided by 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

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

Sourcewell

Cleverciti Systems Corp.

DocuSigned by:
Jeremy Schwartz
C0FD2A139D06489...
By: _____
Jeremy Schwartz
Title: Chief Procurement Officer
1/10/2024 | 8:56 AM CST
Date: _____

DocuSigned by:
David Parker
008907EFEE724CC...
By: _____
David Parker
Title: President
1/10/2024 | 2:58 PM CET
Date: _____

RFP 120423 - Curb Management Technologies with Related Services

Vendor Details

Company Name: Cleverciti Corp.
Does your company conduct business under any other name? If yes, please state: Cleverciti Systems
Address: 8000 Avalon Blvd. Suite 100
Alpharetta, GA 30009
Contact: Andrew LaMothe
Email: andrew.lamothe@cleverciti.com
Phone: 310-490-6560
HST#:

Submission Details

Created On: Monday November 13, 2023 10:08:23
Submitted On: Monday December 04, 2023 12:55:17
Submitted By: David Parker
Email: david.parker@cleverciti.com
Transaction #: 6ed492ee-d8b2-4ff9-836f-43346c05821d
Submitter's IP Address: 80.187.64.42

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")	Cleverciti Systems Corp.
2	Identify all subsidiary entities of the Proposer whose equipment, products, or services are included in the Proposal.	N/A
3	Identify all applicable assumed names or DBA names of the Proposer or Proposer's subsidiaries in Line 1 or Line 2 above.	N/A
4	Provide your CAGE code or Unique Entity Identifier (SAM):	N/A
5	Proposer Physical Address:	8000 Avalon Blvd Suite 100 Alpharetta, GA 30009
6	Proposer website address (or addresses):	https://www.cleverciti.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):	David Parker President 8000 Avalon Blvd, Suite 100 Alpharetta, GA 30009 david.parker@cleverciti.com (802) 310 8010
8	Proposer's primary contact for this proposal (name, title, address, email address & phone):	Andrew LaMothe VP, Sales & Marketing 8000 Avalon Blvd, Suite 100 Alpharetta, GA 30009 andrew.lamothe@cleverciti.com (310) 490-6560
9	Proposer's other contacts for this proposal, if any (name, title, address, email address & phone):	Adam Kriegel VP, East 8000 Avalon Blvd, Suite 100 Alpharetta, GA 30009 adam.kriegel@cleverciti.com (347) 844-2104

Table 2: Company Information and Financial Strength

Line Item	Question	Response *
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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>Cleverciti was founded in 2012 with the mission to eliminate unnecessary congestion and emissions due to parking search. As smart city initiatives increasingly focus on data, the reliable and accurate data provided by Cleverciti's sensors is becoming more important than ever. We have since evolved our philosophy to include data management, and the live availability of these real-time insights, including digitizing the curb and sharing the aggregated data to multiple places.</p> <p>Over the last nearly dozen years our sensors and parking intelligence platform have solved transportation problems across the globe including improving the parking experience, limiting downtown congestion, reducing carbon emissions, effectively managing competing curb use demands, increasing asset utilization, improving organizational excellence and operational efficiency.</p> <p>Our company's core values are focused on improving our planet through emission reduction, traffic reduction, and overall quality of life.</p> <p>Our business philosophy is to partner with municipalities (or other large parking operators) to support them in achieving true positive impact for their communities.</p>	*
11	What are your company's expectations in the event of an award?	<p>Invariably in the process of engaging with municipalities and other public entities with large parking operations, we are asked if we are on a relevant contract, such as Sourcewell. Their goal is usually to be able to purchase industry-leading technologies like ours easily and at competitive pricing with the power of group purchasing.</p> <p>Upon award, we are prepared to immediately notify our prospective and existing customers about the opportunity to purchase through Sourcewell, and benefit from the added value of the Sourcewell model. The end goal is to remove as many barriers to accessing the data needed by transportation managers to effectively run their operation</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.	<p>Cleverciti is a global group, consisting of the Germany-headquartered Cleverciti Systems GmbH and its US subsidiary, Cleverciti Systems Corp. Cleverciti has over a decade of experience in the smart city and smart parking space.</p> <p>We are regarded by many as the industry leader in parking occupancy detection and guidance. We are trusted by some of the world's leading cities, including Los Angeles, Miami, and Cologne to deliver our smart parking solutions with quality and reliability.</p> <p>Many of our municipal customers have long-term contracts, up to 10 years, reflecting our mutual commitment to their success and their confidence in Cleverciti to be able to reliably deliver long-term.</p> <p>Cleverciti has the strong financial backing of globally renowned investors including The Westly Group (led by Steve Westly, former State Controller of California), SPDG (one of the two major shareholders of the publicly-traded D'leteren Group, Belgium's largest mobility group), EnBW New Ventures (one of Germany's largest utilities), and KfW Bank. Details can be found on https://www.cleverciti.com/en/investors</p> <p>Together, Cleverciti's investors have invested over \$30 million in the company, providing a strong foundation for long-term growth and reliability for our customers.</p> <p>As a privately-held business, Cleverciti's financial statements are confidential and not disclosable in this RFP response.</p>	*
13	What is your US market share for the solutions that you are proposing?	Based on our internal research and tracking of specific deals in the market, we believe that we hold at least 20% of the US market for outdoor parking occupancy detection.	*
14	What is your Canadian market share for the solutions that you are proposing?	We are relatively new to Canada, and believe our Canadian market share is less than 5%.	*
15	Has your business ever petitioned for bankruptcy protection? If so, explain in detail.	No.	*

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>b) Cleverciti manufactures the majority of our own hardware but also provides the service to our partners of managing the data being collected and shared in real-time. The commercial representatives of Cleverciti are full-time employees. All staff supporting the installation and service from Cleverciti are also full-time employees. If a purchase is made through one of our Value Added Resellers (see question 27), we still provide direct service from our service team.</p>	*
17	<p>If applicable, provide a detailed explanation outlining the licenses and certifications that are both required to be held, and actually held, by your organization (including third parties and subcontractors that you use) in pursuit of the business contemplated by this RFP.</p>	<p>There are no required certifications. However, we have implemented a variety of industry-leading practices including holding an active ISO 9001 certification (including for our manufacturing facility). The datacenter providers we use are certified under ISO 27001.</p>	*
18	<p>Provide all "Suspension or Debarment" information that has applied to your organization during the past ten years.</p>	<p>N/A</p>	*

Table 3: Industry Recognition & Marketplace Success

Line Item	Question	Response *	
19	<p>Describe any relevant industry awards or recognition that your company has received in the past five years</p>	<p>1. Transport for Wales Innovation Day - Cleverciti was selected as the overall winner of Transport for Wales innovation lab in 2020 focusing on ideas to improve customer experience for railway users. Transport for Wales saw Cleverciti as a solution to solve a problem they face daily on their network and plans to roll out the Cleverciti solution across its network.</p> <p>2. Most influential CEO of 2023 in Smart Parking – David Parker, Cleverciti's CEO was named most influential CEO of 2023 for Smart Parking</p> <p>A full list of awards received by Cleverciti can be found on our website https://www.cleverciti.com/en/awards/ .</p>	*
20	<p>What percentage of your sales are to the governmental sector in the past three years</p>	<p>~80%</p>	*
21	<p>What percentage of your sales are to the education sector in the past three years</p>	<p><10%</p>	*
22	<p>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?</p>	<p>None</p>	*
23	<p>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?</p>	<p>None</p>	*

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 *	
Miami Parking Authority	Angel Diaz	(305) 373-6789 ext. 267	*
City of Redwood City, CA	Christian Hammack	(650) 780-7378	*
City of Bend, OR	Tobi Marx	(541) 232-8583	*

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 *	
City of Redwood City	Government	California - CA	Live data collection + wayfinding and vehicle guidance on-street and across seven surface lots, eleven garages, and over 4,500 parking spaces. Mobile app for turn-by-turn navigation, integration with the city's mobile payment system and multi-space pay stations, ensuring a connected and seamless experience across the city's full parking ecosystem.	- 4500 Managed Spaces - 88 Cleverciti Sensors - 12 Indoor Sensors - 23 Circ360 Signs - 6 Cleverciti Signs - Cleverciti App	\$1,317,000	*
City of Bend	Government	Oregon - OR	Live data collection to inform dynamic pricing downtown and manage the curb + wayfinding and vehicle guidance	- 562 ManagedSpaces - 58 Cleverciti Sensors - 08 Circ360 Signs - 03 Cleverciti Signs	\$328,000 (new client, assumes 3 year term)	*
Miami Parking Authority	Government	Florida - FL	Live data collection for curb management and parking guidance in midtown Miami.	- 249 ManagedSpaces - 43 Cleverciti Sensors - 12 Circ360 Signs	\$312,000	*
LADOT	Government	California - CA	Live data collection to track driver behavior and inform policy change for LA Express Park on Abbott Kinney Blvd in Venice Beach.	-183 ManagedSpaces - 26 Cleverciti Sensors - 08 Circ Signs	\$161,000 (new client, assumes 3 year term)	*
Toronto Parking Authority	Government	ON - Ontario	Live data collection pilot on Spadina Ave in downtown Toronto + wayfinding and vehicle guidance for off-street lot, including EV charging spaces.	-171 ManagedSpaces -16 Cleverciti Sensors - 01 Cleverciti Sign	\$82,000	*

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.	Cleverciti has 4 full-time employees in it's sales staff. The US team is distributed geographically across the country, including Nevada, New York and Virginia.	*
27	Dealer network or other distribution methods.	Our Value Added Reseller (VAR) network includes: Passport Labs (US and Canada), Ensign Technology (US and Canada), Rogers Communications (Canada).	*
28	Service force.	Cleverciti has 7 full-time employees in it's service staff.	*

29	Describe the ordering process. If orders will be handled by distributors, dealers or others, explain the respective roles of the Proposer and others.	<p>Cleverciti's ordering process is as follows:</p> <p>Customer expresses initial interest in an order, and identifies the location that is planned for the Cleverciti deployment</p> <p>Cleverciti builds a detailed plan showing the location of each sensor, guidance sign, and parking space within the scope of the deployment</p> <p>Depending on the project scale, an in-person site walk may be conducted by Cleverciti's sales engineering team</p> <p>Customer and Cleverciti sales staff collaborate and agree on scope of work (SOW).</p> <p>The SOW informs pricing and triggers a quote</p> <p>Customer either signs quote or issues a purchase order for the same.</p> <p>Cleverciti's service staff then takes the lead on the implementation process. Sales remains involved to ensure milestones are hit.</p> <p>Once project "go-live" occurs, Cleverciti service staff hold bi-weekly (or different schedule, as agreed with the customer) meetings for customer support.</p> <p>If an order is brought via distributor, dealer or others, they're included, however the ordering process remains the same to ensure quality control.</p>	*
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>Each Cleverciti customer is assigned a dedicated service staff representative for centralized communications and support.</p> <p>Additionally, Cleverciti has documented SLA standards (See Attached) in place to cover all aspects of the solution in place. For example:</p> <p>A. Cleverciti offers the following 24/7 services</p> <p>Network Management</p> <p>System Monitoring</p> <p>B. Any incident notifications regarding the below listed system disruptions shall be sent either by e-mail, text message, phone call or by opening a ticket in the Cleverciti Online Service Desk:</p> <p>E-mail ccs.support@cleverciti.com</p> <p>Online Service Desk (per login) https://www.cleverciti.com/en/get-support</p> <p>Emergency Service Number +1 (855) 450-0734</p> <p>Regular Business Hours Monday to Friday (excluding US public holidays)</p> <p>8.00 am to 5.00 pm Pacific Time</p> <p>C. Any occurring disruptions shall be classified in priority categories and shall be processed in accordance with the stated notification and analysis times. Cleverciti shall inform Customer about the status and success of the remedy. See attached SLA for details.</p> <p>-Power, internet and local infrastructure failures are outside of Cleverciti's responsibility.</p>	*
31	Describe your ability and willingness to provide your products and services to Sourcewell participating entities in the United States.	<p>Cleverciti is fully equipped and eager to provide services to any/all Sourcewell participants. Furthermore, since we manufacture our own hardware, we are able to rapidly scale to meet the demands of this growing sector.</p>	*
32	Describe your ability and willingness to provide your products and services to Sourcewell participating entities in Canada.	<p>Cleverciti's client base already includes Candian based customers and VARs. Cleverciti will continue to extend the same level of commitment and support to Canadian based customers.</p> <p>Our partnership with Rogers in Canada (the leading telecom provider) provides us with a large sales network within the Canadian market and best-in-class cellular connectivity options for our devices.</p>	*
33	Identify any geographic areas of the United States or Canada that you will NOT be fully serving through the proposed contract.	<p>We fully service all of Canada and US.</p>	*

34	Identify any Sourcwell 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?	We provide our solution to all verticals in all sectors and do not exclude any sectors.	*
35	Define any specific contract requirements or restrictions that would apply to our participating entities in Hawaii and Alaska and in US Territories.	Cellular connectivity pricing is subject to availability + quality of Cleverciti's current cellular provider, which is currently T-Mobile's network in the US and the Rogers network in Canada. Alternative connectivity options are available, including the customer providing its own SIM cards. Otherwise, no restrictions.	*

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.	Cleverciti's marketing strategy includes a multi-pronged approach to amplify the message of the Sourcwell contracting opportunity. Cleverciti will: <ul style="list-style-type: none"> - Utilize it's social media voice to reach it's 3,400 followers on LinkedIn - This message is multiplied when done in collaboration with other participating organizations such as the Open Mobility Foundation and municipal partners. - Utilize it's print voice by including the Sourcwell contracting opportunity in industry publications such as the International Parking and Mobility magazine with over 10,000 monthly readers. - Utilize our voice as Subject Matter Experts when speaking on panels where we highlight both our technology as well as procurement options to launch pilots. Typical events we speak at include: Open Mobility Foundation (OMF), Comotion, MOVE America, Smart Cities Connect, Cities Today, Forward Summit, International Parking Mobility Institute (IPMI) National Parking Association (NPA), Canadian Parking Association (CPA) and regional affiliates such New England Parking Conference (NEPC), Florida Parking and Transportation Assoc (FPTA), Southwest Parking Transportation Assoc (SWPTA), Pacific Intermountain Parking Transportation Assoc. (PIPTA). 	*
37	Describe your use of technology and digital data (e.g., social media, metadata usage) to enhance marketing effectiveness.	Cleverciti uses a myriad of technology to enhance our marketing effectiveness. In addition to what is described we also use sophisticated automated marketing campaigns via our CRM Hubspot to target key verticals and people. Our are crafted around specific analytics and messaging to maximize message penetration. We would use the same methodology to incorporate the Sourcwell opportunity to reach all 20,000+ contacts across the US and Canada	*
38	In your view, what is Sourcwell's role in promoting contracts arising out of this RFP? How will you integrate a Sourcwell-awarded contract into your sales process?	Ideally Sourcwell would take a "partnership" approach to promote successful projects stemming from this RFP. As such, Sourcwell will use it's marketing voice to promote "how & when" a contract is secured via Sourcwell. From a Cleverciti perspective, procurement is a frequent topic of discussion with our clients. The Sourcwell contract option will be fully integrated within our sales process and included in all discovery conversations as a streamlined procurement method that avoids a traditional RFP process.	*
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.	Cleverciti does not offer a e-procurement system.	*

Table 8: Value-Added Attributes

Line Item	Question	Response *	
40	Describe any product, equipment, maintenance, or operator training programs that you offer to Sourcwell participating entities. Include details, such as whether training is standard or optional, who provides training, and any costs that apply.	All system training is included and provided directly from Cleverciti employees. Training includes: <ul style="list-style-type: none"> - Sensor installation and maintenance (optional) - Signage installation and maintenance (optional) - CleverPortal (standard): analytics configurations, report configurations, dashboard set up, messaging template selections, device monitoring and user management. There is no cost for training.	*

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.	Parking search is dangerous. Drivers searching for parking are distracted reading signs and looking for available spaces, they are driving slower than other vehicles on the roadway, and they make frequent and sudden turns. Every unnecessary turn we eliminate on the search for a parking space is one less turn through a bike lane and one less turn through a pedestrian crosswalk. This is where the most devastating accidents take place within a city core. By clearly and simply guiding drivers to a space, we reduce distraction, reduce turns, and reduce driving time. Furthermore, when we reduce these things we also eliminate unnecessary congestion and emissions. Clean air makes the city cleaner and safer, reducing illnesses like asthma. Less congested roadways also mean everyone saves time: not just drivers searching for parking but also emergency vehicles enroute to an accident.
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 Cleverciti solution directly and immediately improves curb management because we empower our users with ability to See, Understand and Communicate what's happening at the curb in real-time.</p> <p>Specifically, regarding "See", the Cleverciti sensor provides real-time occupancy data. This allows parking managers to set thresholds to trigger dynamic pricing or any other live method to control curb behavior in real-time. With Cleverciti, parking managers are no longer relegated to using historical trends in payment data, they can harness accurate, live data to trigger pricing changes at the exact right moments.</p> <p>Regarding "Understand", the CleverPortal provides insight with per space analytics and digital space mapping that unlocks how the curb is being used or abused. Thus, enabling data-based decisions for more effective policies at the curb. Insights include payment compliance, length of stay alerts, loading zone alerts, EV space management, ADA space management.</p> <p>Last regarding "communication", the Cleverciti solution is able to communicate directly to drivers via digital signage where to find parking real-time. Thus, immediately reducing parking search time and vehicle emissions. In studies of Cleverciti deployments, parking search time (and the associated emissions) have been reduced by approximately half through the combination of comprehensive, real-time data and digital signage to guide drivers to available spaces. Additionally, all occupancy data generated can be communicated via the Curb Data Specification (CDS) or API as determined by the customer.</p>
43	Describe your ability to perform projects related to the USDOT Smart Grant Program.	Our solution provides elements of all the pillars USDOT has articulated, including safety, sustainability, equity, operational excellence, and transformative technology. Proven ability to reduce parking search by half combined with safer bike lanes and crosswalks; Allowing EV drivers to locate available chargers and allowing ADA drivers to find available accessibility spaces. We are solving problems with congestion at the curb while also giving our clients the tool of building a digital inventory of their parking assets. This is also a living inventory with real-time insights into turnover and what exactly is happening in each space/zone at any given period of time.
44	Describe any technological advances that your proposed products or services offer.	<p>Our I.o.T AI edge processing model ensures privacy and security while allowing for industry-leading accuracy and reliability.</p> <p>We have compiled what we believe to be the largest parking-related AI training library globally, which allows us our AI models to provide extraordinary accuracy of detection -- which really matters when guiding drivers to a specific available space in a congested area.</p> <p>Our ability to integrate with any source of parking occupancy or payment data allows for all of a city's relevant parking data to be viewed, analyzed, and understood in one place, enabling smart decision making.</p>
45	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.	Cleverciti was founded to reduce vehicle minutes traveled and to limit congestion and emissions caused by parking search. Each time we install a Cleverciti sensor or digital parking guidance signage, we are directly reducing emissions and traffic congestion. Therefore, our green initiative is our entire company: focusing on scaling the deployment of our solutions as quickly as possible to realize maximum impact for our society.

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>The primary point source of emissions in a city is vehicle traffic. Per the book “The High Cost of Free Parking” and author Professor Donald Shoup’s research, approximately 30% of traffic congestion in urban cores is the result of parking search. When effectively deployed, our solution can reduce parking search by half (proven by studies conducted on Cleverciti’s clients; for one example, see the Cologne case study attached to this submission). Combining these three points, Cleverciti can reduce the primary point source of emissions in a city by approximately 15%.</p> <p>Further confirming the impact: after deploying Cleverciti’s solution across one district of the city, Cologne incorporated a full citywide rollout of the solution in their “CO2 Neutral in 2035” plan, by optimizing the use of parking spaces across the entire city and putting a system in place to guide drivers, they eliminate unnecessary search traffic and significantly reduce CO2 emissions.</p> <p>Additional details of the Cologne study have been extracted from the attached case study and included below:</p> <p>With our newly installed guidance displays, drivers can now avoid searching for available parking for extended periods of time, improving their overall experience and reducing vehicle emissions. On-site test drives have shown that parking search time can be reduced by 45% by providing information about the location of available parking space through the Cleverciti system as opposed to a random search.</p> <p>At the same time, the distance driven could be reduced by 41%. In the process, 145 test drives were carried out during the day on weekdays at three different locations and at a parking space occupancy rate between 95 and 99%.</p> <p>Prior to the installation of the Cleverciti solution, the occupancy rate was at 88% between 10 am and 6 pm on weekdays. This result was based on the measurement of 10,000 parking spaces/events.</p> <p>After the Cleverciti guidance system had been deployed, the parking capacity usage increased by nearly 8 percentage points to 96%.</p> <p>In other words, two thirds of parking spaces that previously remained unoccupied can now be found by drivers, meaning that the limited outdoor parking capacities are being used in an optimal way with the Cleverciti Sensors providing real-time information about each individual parking space. This data can also be used by city officials to further optimize the parking management in this area and in other parts of the city.</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.	N/A
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.	N/A
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 Sourcewell participating entities?	<p>Cleverciti is unique in the Curb Management space in that we’re the only end-to-end manufacturer & full-service software provider.</p> <p>Specifically, we manufacture our hardware, and have unique product offerings only found at Cleverciti such as our patented Circ 360 Ultra wayfinding signage. Our hardware vertically integrated with the CleverPortal intelligence platform provides unparalleled parking experience for driver and unparalleled management capabilities for municipalities.</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?	<p>Cleverciti's products can be bought as "Capex" or subscribed to as "SaaS" (Solution as a Service).</p> <p>If the SaaS model is chosen, Sourcewell customers receive a turnkey "solution as a service" with an SLA for us to provide the relevant data. This means if a hardware device is defective, Cleverciti will provide a replacement device or repair the defective device throughout the duration of the contract term. This includes bench labor.</p> <p>If a customer chooses to purchase the solution (CAPEX), a standard 1 year parts warranty applies on all hardware supplied by Cleverciti, which may include repair, exchange or replacement depending on the support options available for that particular component.</p> <p>In either of the above models, Sourcewell members have the option to purchase an additional on-site labor warranty.</p> <p>For our software platform, including the CleverPortal, the warranty and associated SLA are provided throughout the duration of the contract term. Software fixes can usually be performed remotely</p> <p>See the Warranties section of our terms and conditions that are included in our package of Standard Transaction Documents for details about the warranty.</p>
51	Do your warranties impose usage restrictions or other limitations that adversely affect coverage?	There are no usage restrictions or other limitations outside of what is already described in our standard terms and conditions.
52	Do your warranties cover the expense of technicians' travel time and mileage to perform warranty repairs?	Yes, the On-Site Labor Warranty includes the cost of travel time and mileage to perform warranty repairs.
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?	We cover and service all geographic regions of the US and Canada. In areas where we don't have our own technicians, we subcontract with local or regional firms to provide these services.
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?	Yes, we will cover warranty service for all items that are a part of our proposal.
55	What are your proposed exchange and return programs and policies?	We are committed to ensuring maximum possible uptime for our clients. Therefore, we maintain stocks of major components regionally, and for large projects it is also possible to maintain stocks of major components on-site. To maximize speed and reduce troubleshooting time, for Sensors we typically swap the device if a fix cannot be quickly identified. For digital signage, we have designed the devices to be "front service" which means most maintenance can occur without the cost/headache of removing the device from the pole. Details of our warranty are included in the Warranties section of our standard terms and conditions.
56	Describe any service contract options for the items included in your proposal.	<p>SaaS: standard parts and bench labor warranty included for duration of contract term</p> <p>Capex: standard parts and bench labor warranty included for 1 year with option to extend the warranty for additional years</p> <p>On-Site Labor Warranty: optionally available for either SaaS or Capex.</p> <p>Software: all software (e.g. CleverPortal) is warranted throughout the duration fo the contract.</p>

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	<p>Cleverciti's accuracy has been independently tested and verified at over 98%. We design all of our sensor plans to meet this high standard.</p> <p>Because the Cleverciti Sensor is always checking the real-time status of each vehicle, this is a total accuracy rate, and is not subject to any accumulation of errors over time. With such a high accuracy rate, drivers build trust in the system and learn that they will find a space most quickly if they follow the guidance.</p> <p>Representative components of each type will be assembled and provided to the software team for in-house testing of the software applications. There are certain points within the process where quality checks are performed in accordance with Cleverciti's quality assurance procedures.</p> <p>To further enhance our quality processes and promote continued improvement, Cleverciti maintains ISO 9001 certification and adheres to the established high-quality management principles including a strong customer focus, leadership and motivation from top management, process approach, and evidence-based decision policies. Utilizing ISO 9001 processes help ensure that customers receive consistent, quality products and services. Additional details on the driving principles of ISO certifications can be found in the ISO Quality Management Principles document available at: https://www.iso.org/files/live/sites/isoorg/files/store/en/PUB100080.pdf,</p>
58	Describe any service standards or guarantees that apply to your services (policies, metrics, KPIs, etc.)	<p>Further to the above, please see SLA Template attached.</p> <p>Additionally, each Cleverciti solution deployment is designed in collaboration with the customer. As a part of the design process specific KPI's and metrics are attached to the Scope of Work to measure the success of the project.</p>
59	Describe how you will measure cost savings and/or performance improvements with the utilization of your solutions.	<p>(Please reference attached case studies)</p> <p>Prior to deployment, Cleverciti works in collaboration with the end user to capture data points to baseline on space turnover, asset utilization, enforcement efficiency, parking search time and payment compliance.</p> <p>We then monitor those data points via our reporting suite to reflect ROI and system performance.</p> <p>Examples have shown operating expenses can also decrease by 10% (Denison Parking), and over 50% enforcement increase with Clever Compliance. The increase in efficiency allows the same team to cover a much larger area in less time.</p> <p>Asset utilization has been measured to increase by 8%. We can see this by consistently tracking the ratio of available vs occupied spaces, and compare to similar days/times. With logical guidance and reliable data, drivers are guided to underutilized spaces. They learn to trust the system and decrease parking search time by up to 55%. This can lower overall congestion and CO2 emissions by up to 15% (assuming 30% of traffic is parking search)</p>
60	Describe how you use Curb Data Specification (CDS) and how you would further develop these standards in the future.	<p>Cleverciti already collects curb data within CDS and remains an active participant with the OMF to develop the evolution of CDS. The core focus of our solution is to track curb usage, share data in real-time, and digitally map the curb. These are the exact functions of the APIs within CDS.</p>
61	Describe your experience with Mobility Data Specification (MDS), as well as how you use MDS to help improve agencies' transportation systems.	<p>The Cleverciti solution is not involved with projects that require MDS.</p>

Table 10: Payment Terms and Financing Options

Line Item	Question	Response *
62	Describe your payment terms and accepted payment methods.	Cleverciti's standard payment terms are Net 30 and we accept check, wire transfer, or ACH. Invoicing is per our standard terms (see section Payment Terms).
63	Describe any leasing or financing options available for use by educational or governmental entities.	Our Solution as a Service (SaaS) model allows customers to benefit from Cleverciti's technology without having to pay in full up front. Economically, this has benefits similar to a lease.
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.	We have provided: <ul style="list-style-type: none"> * a template of our quote and order form * our standard service level agreement (SLA) * our standard terms & conditions for Capex ("General Terms and Conditions for the Sale of Hardware and the Provision of Parking Management Services") * our standard terms & conditions for SaaS ("General Terms and Conditions for the Provision of Parking Management Services")
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?	No

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.	We are offering the product-category discount model to Sourcwell clients. In the pricing sheet attached, we have included our list price, and the discounted price for SourceWell members.
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.	Cleverciti is offering Sourcwell members a discount of 10% off list pricing for most products and services. The only exceptions are those that have direct third party costs (such as cellular connectivity) or are primarily labor (such as onsite labor warranty).
68	Describe any quantity or volume discounts or rebate programs that you offer.	The Sourcwell member offer already provides a substantial volume discount. There are no additional volume discounts included, however for large orders we will work with each Sourcwell member to identify potential additional discounts for certain products based on economies of scale we can realize - thereby sharing the benefits of those economies with Sourcwell's members.

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.	<p>For installation costs we will offer pricing at our cost plus 25%.</p> <p>For on-site labor warranty costs we will offer pricing at our forecasted cost plus 25%.</p> <p>The above is necessary because installation and on-site labor warranty costs usually rely on a local subcontractor and are very different depending on the prevailing wage in the local area and the travel time to the job site. The markup includes our team’s time to oversee and manage the subcontractor.</p> <p>For any other item requested by a Sourcewell member that does not fall into a “standard” offering, Cleverciti will provide a custom quote for the request. We will prepare the quote based on the average margin we earn on similar “standard” offerings.</p>	*
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.	It is important to us that our customers are not surprised by unexpected costs of a project. Our offer will always include the full cost to achieve a fully-functioning system, with any exceptions (customer responsibilities) called out in the offer and its terms and conditions. For example, permitting is usually the responsibility of the customer. Frequently to save cost, the customer chooses to be responsible for the installation. In order to run the devices, the customer is always responsible for providing electrical power to the installed devices.	*
71	If freight, delivery, or shipping is an additional cost to the Sourcewell participating entity, describe in detail the complete freight, shipping, and delivery program.	We have a team at our manufacturing facility which is responsible for coordinating all shipping. Due to the large volume of shipping we perform, we have favorable rates with multiple providers. We shop for the best rates and pass savings along to our customers.	*
72	Specifically describe freight, shipping, and delivery terms or programs available for Alaska, Hawaii, Canada, or any offshore delivery.	We are able to ship to most countries around the world, and to all US states (including Alaska and Hawaii). The value of our specialist team responsible for shipping is that they have learned over the years the best options for different geographies, customs rules, etc. We collaborate with the customer to define the best freight solution for them in the context of the broader project.	*
73	Describe any unique distribution and/or delivery methods or options offered in your proposal.	We always maintain a stock of Cleverciti Sensors, and also strive to maintain a stock of Circ signage and some of our most common larger Signs. This allows us to keep lead times low. If a customer needs a custom-order Sign, we can usually accommodate that within a 2-3 month lead time, and can also start a project by installing the Sensors, mapping the spaces, and setting up the CleverPortal before the Signs are ready. With this approach, a project can be quickly installed even if there is a Sign that was ordered that is not in stock.	*

Table 12: Pricing Offered

Line Item	The Pricing Offered in this Proposal is: *	Comments
74	c. better than the Proposer typically offers to GPOs, cooperative procurement organizations, or state purchasing departments.	

Table 13: Audit and Administrative Fee

Line Item	Question	Response *
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>We have a CRM system and standard price lists that everyone in our company uses. If a potential customer has identified themselves as a Sourcewell member, we will offer them Sourcewell member pricing. We will communicate this to our reseller partners as well.</p> <p>Our finance team has standard month-end and quarter-end closing practices that the admin fee calculation for Sourcewell will be built into. The finance team will build a report that references our CRM to identify each customer that is flagged as a Sourcewell customer and will then gather the revenue and payments data for that customer. This will ensure that we are accurately reporting admin fee calculations to Sourcewell.</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>We track a wide variety of metrics to ensure the success of each program we participate in. In this case, we plan to track the following:</p> <ul style="list-style-type: none"> Leads generated from Sourcewell members Opportunities generated from Sourcewell members Close rate of opportunities generated from Sourcewell members Total Contract Value signed from Sourcewell members Revenue retention rate of Sourcewell members
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.)	We propose the following administrative fee structure: 2% of revenue recognized under the Contract after payment has been made in full by the Sourcewell member.

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.	<p>*Please see attached for supporting images of our products and services</p> <p>The Cleverciti Sensor – Overhead AI Sensor System: The Cleverciti Sensor monitors any type of parking space, whether marked or unmarked spaces, lanes or areas, including loading zones and any other no-parking or restricted areas, for real-time vehicle occupancy. The sensors are typically mounted on lampposts, buildings, or other existing infrastructure, as high positions increase the range of the sensors, of up to 100 spaces per sensor. Cleverciti is the only intelligent parking management solution to harness the power of sophisticated edge computing, artificial intelligence, and deep learning to accurately detect available parking spaces in real-time at an accuracy rate independently verified to be >98% in most conditions. This information assists leaders in both the public and private sectors in streamlining parking management, better serving the general public, and helping solve some of the most urgent challenges facing cities today.</p> <p>Cleverciti's range of a single sensor is unmatched. It covers the area on both sides of the lamppost with dual wide-angle lenses. In an on-street environment, the sensor covers both sides of the street. Four GPS position points per vehicle are transmitted by the sensor system, allowing the system to differentiate large vehicles like delivery vans from smaller vehicles like passenger cars. The sensors leverage optical detection, high end image processing, and edge computing, coupled with Artificial Intelligence (AI) to detect whether a parking space is open or occupied. Cleverciti has developed what we believe to be the world's largest parking AI data set, amassed over a period of more than a decade. The</p>

knowledge base is growing considerably each year. In AI, volume of quality training data is crucial to optimal performance, and our proprietary AI data set ensures Cleverciti offers superior accuracy – independently verified to be greater than 98% accurate.

All data is processed directly onboard the sensors in high-performance edge-processing units and only essential GPS data and information on parking availability is sent to the cloud and/or local servers. This approach ensures that privacy in public space is always safeguarded. The sensors are fully compliant with privacy regulations in the public space, as no video streams are transmitted by the sensors. They have been deployed in hundreds of locations across the globe. Cleverciti Sensors strictly focus on the parking areas only and do not capture or read license plates. Aside from complying with even the strictest privacy regulations, for instance in Germany, onboard/edge computing has the additional major advantage of substantially reducing connectivity bandwidth requirements by transmitting anonymous GPS coordinates occupied and available spaces.

The data processed and analyzed on board the Cleverciti Sensor is fully encrypted prior to being transmitted to the cloud-based Cleverciti backend. In the Cleverciti backend, data is further processed and analyzed based on the booked service and desired data output. Final data is sent to various front-end applications such as the CleverPortal for analytics and guided enforcement, mobile apps for navigation. Weatherproof- with deployments in Banff, Miami, and Dubai, our hardware has been tested in the harshest municipal environments on the planet.

The Cleverciti Battery Sensor – Overhead AI Sensor System:

In the event that power availability is not 24/7 and streetlights are on timer, we offer an easy upgrade to our battery sensor. This will allow for continual operation as our sensor batteries will charge every evening when power is on, and run off battery power during the daytime.

Indoor Garage Cameras for Lane & Ramp Monitoring:

Entry / Exit cameras are installed at entrances or exits to lots or garages and are controlled by a central server located at the client site. The solution uses AI to accurately count all entering and exiting vehicles. The solution can be used for counting an entire facility, or for counting levels / areas within a facility. The counts are aggregated in CleverPortal and available for display on guidance signage.

Cleverciti Parking Guidance:

It is crucial to have an effective guidance algorithm, and more parking operations around the world are moving to local guidance on smart signage to provide the parking data exactly at the point where the driver must make a decision. The result is effectively directing drivers to available parking spaces, guiding them away from congested areas. Cleverciti accomplishes this with our customized physical signage options, as well as digitally guiding drivers via app.

The Cleverciti Sign:

Cleverciti Sign is a high resolution, fully Dynamic/Variable Messaging Sign (DMS or VMS) for all outdoor parking, on-street, and garage installations. Combining optimal viewing angles and brightness, it ensures the best legibility in all environments. These signs are completely customizable, modular and scalable to meet all mounting environments and guidance needs.

The Cleverciti Circ360:

Cleverciti Circ360 guidance signs are designed to wrap around existing city infrastructure, providing seamless guidance with the smallest physical footprint possible. Circ360 signs are:

- Fully Digital and Dynamic —Parking guidance, messages, and information can be displayed in real-time. Live parking information and guidance is available at critical points and the unique circular, 360-degree display makes information available from all directions.
- Modern, Unobtrusive Design — Circ360 signage can be installed on existing infrastructure and blends in with the streetscape. The modern design naturally wraps around lampposts and integrates perfectly.
- Centrally-Managed - All messages and information can be changed in seconds as an unlimited number of preconfigured templates and messages can be stored and displayed instantly, as needed. Through the CleverPortal administrators can update the guidance plan as situations evolve (such as special events) or even post emergency messaging (such as a lost child or a fire escape path). In the case of a stadium, for example, fully dynamic messaging allows for the guidance to be completely different between arrival times and departure times.
- Smart City Ready — Circ360s can display any Smart City data you want to communicate to its inhabitants. Different information can, for instance, be displayed on the side of the Circ360 facing the pedestrian area or the sidewalk. This information can include weather, current cultural events, emission data, and even advertising to generate additional revenue.

The Cleverciti turn-by-turn guidance is highly efficient in any parking environment, from campuses to city streets to surface lots to garages.

Digital Driver Engagement via Web or Cleverciti App:

In addition to hardware signage, Cleverciti offers the option to send data to app or existing web interface to guide visitors even before they arrive. Anywhere your parkers are looking for information they can now be empowered with real-time parking availability and guidance.

If no app exists already, Cleverciti can build this app and allow parkers to get these insights directly in-vehicle and before even arriving to destination.

RWCParking is an example of an app we built for Redwood City. We have included images in the attachment, but you can also check out the app yourself in the app store or google play.

CleverPortal – Software Platform:

The CleverPortal (Cleverciti's comprehensive software platform) provides both real-time insights and deep analysis capabilities of historical data. The ability to compare location vs location, or different time periods allows for hyper informed decision making when it is time for capital investment or policy change.

Detection & Guidance (Base Package)

The Clever Portal management dashboard delivers access to real-time parking data to simplify operations and reduce parking complexity. Cleverciti's management platform will allow you to map all your parking assets digitally. This digital twin with live insights will empower every parking operation to efficiently manage their valuable parking assets, reduce traffic congestion, increase parking revenues, and improve the overall driver experience.

Includes:

- Digital Twin (comprehensive parking map)
- Remote operation, monitoring, and maintenance of occupancy detection hardware
- Remote content management, operation, monitoring & maintenance of digital signage
- Live Occupancy Analytics + User Management
- Management of Live Per-Space Occupancy Data
- Management of Live Aggregate Occupancy Data (e.g. Zone, Garage, Garage Level)

Deep Analytics Package

The management dashboard offers comprehensive presentation, analytics, and reporting options. Live occupancy status of individual parking spaces and parking times are displayed in maps and time-based views. Based on historical data, analysis for certain periods and groups of parking spaces can be performed and compared to show peak times, peak areas, average parking times, etc. Users can enable blocking (or other temporary statutes) of individual parking spaces in the system to accommodate construction or other activities such as weekly markets.

Clever Portal provides a complete overview of parking activity, delivering on-demand data through an intuitive, web-based platform. We can monitor both live and historical occupancy data of individual parking spaces or complete parking areas, as well as the average length of stay or exceeded length of stay.

Includes:

- Base Package
- Parking Session Log by Space + Heatmap
- Analytics for: Events, Turnover, Length of Stay, EV Charging, Revenue
- Compare Date Ranges & Areas/Zones
- User Activity History

Compliance Package

Cleverciti's optional Clever Compliance functionality provides real-time violation data and/or alerts including no-parking zones, overstays, EV charger ICEing, and non-payment. This can dramatically improve enforcement efficiency and ensure the highest-priority issues (such as occupancy of a no-parking zone) can be addressed quickly.

With the aggregated payment data your parking operation will be able to see payment compliance by space or by zone (inline with granularity of payment configuration). This metric is available in live view, with color coded zones by compliance level, available in real-time and also via map view option.

All data is available in real-time, but alerts can also be set up to have the ability to respond to issues immediately, as they are happening. Alerts can be issued for any violation the platform identifies in real-time. Once a vehicle has violated an alert will be issued either via email or API.

		<p>Includes:</p> <ul style="list-style-type: none"> • Deep Analytics Package • Rates & Rules Management • Live View of all Violations (No Parking, LOS, Non-Payment, ICEing) • Violation Alerts (via email or into enforcement) • Visual Verification Alerts • Analytics for Payment Compliance & Violations <p>Driver Engagement Package In addition to hardware signage, Cleverciti offers the option to send data to app or existing web interface to guide visitors even before they arrive. Anywhere your parkers are looking for information they can now be empowered with real-time parking availability and guidance.</p> <p>Includes:</p> <ul style="list-style-type: none"> • Compliance Package • Public Web View of Occupancy Data • Mobile App with Branding, Mapping, Live Occupancy • App also includes Navigation, Parked Car Finder, Link to Mobile Payment <p>Off-Grid Solar Poles: Solar Pole includes an all-in-one solution with a pole, solar panels, battery, and optional luminaire. The solar panels and battery are rated to provide consistent power to the Cleverciti Sensors or guidance signage deployed on the pole, even with 3-4 weeks of rain or cloud coverage. The battery is rated for 12-15yrs and solar is rated for >30yrs.</p>	
79	Within this RFP category there may be subcategories of solutions. List subcategory titles that best describe your products and services.	<p>-Sensors and cameras -Curb Inventory; Digitizing the curb (including live data) -Intelligent Transportation; Wayfinding and parking guidance -Occupancy data sharing</p>	*
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>Our REST API allows for our data to be shared in real-time. We work with our partners to seamlessly merge various data streams including your payment data, EV charging data, PARCS data and/or data from other occupancy sources such as garage cameras.</p> <p>As part of Cleverciti's core offering, Cleverciti ingests transaction data in real-time. This allows for matching of various data with occupancy data. Cleverciti also exports data to any interface needed by our clients, whether an app or website or physical signage, allowing for these real-time insights to be seen from inside vehicles or via connected infrastructure at the curb.</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>Most importantly, our platform does not gather personal information of citizens. We only capture the occupancy status of parking spaces. The Cleverciti Sensor does not read or store license plates.</p> <p>We are members of the Open Mobility Foundation, which pioneered the Curb Data Specification (CDS). CDS provides an open and clear standard, co-developed between industry and municipalities for storing and communicating curb data. We support CDS and were one of the earliest adopters.</p> <p>We also have an open policy to data integrations, allowing data integrations for any third party provider authorized by the city – even if that provider might be viewed as a competitor.</p> <p>We believe that fundamentally, parking occupancy status in the public space should be made available in as many places as possible. We see a future where Google Maps, in-car navigation, autonomous cars, etc. are all able to access the parking rates and rules and real-time parking occupancy status via CDS, and we are pushing the industry in this direction.</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	Digitizing the curb by mapping the location of all parking spaces, no-parking spaces, and associated rates and rules. In addition to basic digitization, we also include live data, showing each space when it was parked, when it was paid, and for EV's how long it has been charging. See image library attached.
83	Sensors and cameras, including installation services.	<input checked="" type="radio"/> Yes <input type="radio"/> No	Cleverciti manufactures camera based sensors and process all data at the edge via onboard processing units in each overhead sensor.
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	We are providing both real-time and historical data in our Portal as well as real-time curb availability in the app and via physical signage. See image library attached.
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	We integrate with a broad cross-section of the parking industry, ingesting payment data and occupancy data and distributing live occupancy data to third party systems. Our CleverPortal serves as a data warehouse and business intelligence tool, becoming the single point of truth of all occupancy and payment data in a parking operation. The CleverPortal also provides deep analysis tools focused on the key KPIs that parking operators need to effectively manage and optimize their operation.
86	Digitized permit systems, including dynamic pricing.	<input checked="" type="radio"/> Yes <input type="radio"/> No	Our system informs the dynamic pricing methodology, as well as the exact timing of pricing changes. However, we do not sell these digitized permit systems, but do integrate with our partners who offer this service powered by our real-time data.
87	V2I technology with scalability.	<input type="radio"/> Yes <input checked="" type="radio"/> No	N/A While we can present occupancy data in-vehicle we do not consider ourselves V2I technology, and rather part of the engine to generate the data being shared across V2I deployments
88	Intelligent transportation systems, such as transit signal priority, transportation system controllers, and digital signage.	<input checked="" type="radio"/> Yes <input type="radio"/> No	Cleverciti designs and customizes digital signage. These signs are used to share occupancy data at key points of ingress and/or key decision making points for drivers. These signs are modular and customizable and clients can use to present any data they wish, in any form.

Exceptions to Terms, Conditions, or Specifications Form

Only those Proposer Exceptions to Terms, Conditions, or Specifications that have been accepted by Sourcewell have been incorporated into the contract text.

Documents

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

1. Documents in PDF format are preferred. Documents in Word, Excel, or compatible formats may also be provided.
2. Documents should NOT have a security password, as Sourcewell may not be able to open the file. It is your sole responsibility to ensure that the uploaded document(s) are not either defective, corrupted or blank and that the documents can be opened and viewed by Sourcewell.
3. Sourcewell may reject any response where any document(s) cannot be opened and viewed by Sourcewell.
4. If you need to upload more than one (1) document for a single item, you should combine the documents into one zipped file. If the zipped file contains more than one (1) document, ensure each document is named, in relation to the submission format item responding to. For example, if responding to the Marketing Plan category save the document as "Marketing Plan."
 - [Pricing](#) - Sourcewell Pricing - US and CA.pdf - Monday December 04, 2023 11:46:33
 - Financial Strength and Stability (optional)
 - [Marketing Plan/Samples](#) - Sourcewell_ Marketing Examples_Final.pdf - Thursday November 30, 2023 12:18:40
 - WMBE/MBE/SBE or Related Certificates (optional)
 - Warranty Information (optional)
 - [Standard Transaction Document Samples](#) - SLA + T&C + Quote Template.zip - Monday December 04, 2023 11:46:45
 - [Requested Exceptions](#) - RFP_120423_Curb_Management_Technologies (Cleverciti Redline).docx - Monday November 27, 2023 06:44:59
 - [Upload Additional Document](#) - Image Library Case Studies.zip - Monday December 04, 2023 10:42:12

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. - David Parker, President, Cleverciti Systems Corp.

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

Yes No

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

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

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