

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

This Contract is between Sourcewell, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 (Sourcewell) and Automotus, Inc., 612 S. Broadway Blvd., 4th Floor, Los Angeles, CA 90014 (Supplier).

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

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

1. TERM OF CONTRACT

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

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

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

2. EQUIPMENT, PRODUCTS, OR SERVICES

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

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

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

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

C. DEALERS, DISTRIBUTORS, AND/OR RESELLERS. Upon Contract execution and throughout the Contract term, Supplier must provide to Sourcwell a current means to validate or authenticate Supplier's authorized dealers, distributors, or resellers relative to the Equipment, Products, and Services offered under this Contract, which will be incorporated into this Contract by reference. It is the Supplier's responsibility to ensure Sourcwell receives the most current information.

3. PRICING

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

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

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

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

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

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

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

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

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

4. PRODUCT AND PRICING CHANGE REQUESTS

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

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

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

5. PARTICIPATION, CONTRACT ACCESS, AND PARTICIPATING ENTITY REQUIREMENTS

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

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

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

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

6. PARTICIPATING ENTITY USE AND PURCHASING

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

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

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

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

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

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

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

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

7. CUSTOMER SERVICE

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

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

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

8. REPORT ON CONTRACT SALES ACTIVITY AND ADMINISTRATIVE FEE PAYMENT

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

The Report must contain the following fields:

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

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

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

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

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

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

9. AUTHORIZED REPRESENTATIVE

Sourcewell's Authorized Representative is its Chief Procurement Officer.

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

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

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

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

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

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

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

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

11. INDEMNITY AND HOLD HARMLESS

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

12. GOVERNMENT DATA PRACTICES

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

13. INTELLECTUAL PROPERTY, PUBLICITY, MARKETING, AND ENDORSEMENT

A. INTELLECTUAL PROPERTY

1. *Grant of License.* During the term of this Contract:
 - a. Sourcewell grants to Supplier a royalty-free, worldwide, non-exclusive right and license to use the trademark(s) provided to Supplier by Sourcewell in advertising and

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

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

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

3. *Use; Quality Control.*

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

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

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

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

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

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

14. GOVERNING LAW, JURISDICTION, AND VENUE

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

15. FORCE MAJEURE

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

16. SEVERABILITY

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

17. PERFORMANCE, DEFAULT, AND REMEDIES

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

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

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

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

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

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

18. INSURANCE

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

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

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

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

Minimum limits:

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

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

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

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

Minimum Limits:

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

\$1,000,000 Personal and Advertising Injury

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

\$2,000,000 general aggregate

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

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

Minimum Limits:

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

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

Minimum Limits:

\$2,000,000

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

Minimum limits:

\$2,000,000 per occurrence

\$2,000,000 annual aggregate

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

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

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

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

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

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

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

19. COMPLIANCE

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

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

20. BANKRUPTCY, DEBARMENT, OR SUSPENSION CERTIFICATION

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

22. CANCELLATION

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

Automotis, Inc.

DocuSigned by:
Jeremy Schwartz
C0FD2A139D06489...
By: _____
Jeremy Schwartz
Title: Chief Procurement Officer
1/9/2024 | 5:37 PM CST
Date: _____

DocuSigned by:
Matt Brooker
4E2AE47001644B0...
By: _____
Matt Brooker
Title: Director of City Partnerships
1/11/2024 | 8:30 AM CST
Date: _____

RFP 120423 - Curb Management Technologies with Related Services

Vendor Details

Company Name: Automotus, Inc.
Address: 612 S Broadway
4th Floor
Los Angeles, California 90014
Contact: Matt Brooker
Email: matt.brooker@automotus.co
Phone: 615-491-6641
HST#: 82-1972045

Submission Details

Created On: Thursday October 19, 2023 08:03:27
Submitted On: Monday December 04, 2023 15:06:48
Submitted By: Matt Brooker
Email: matt.brooker@automotus.co
Transaction #: b2009fe4-8a39-423c-8528-0bb370116b04
Submitter's IP Address: 99.29.155.207

Table 1: Proposer Identity & Authorized Representatives

General Instructions (applies to all Tables) Sourcwell 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")	Automotus, Inc.
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):	Unique Entity Identifier (SAM): LGBYSJBWENT5
5	Proposer Physical Address:	612 S. Broadway Blvd. 4th Floor Los Angeles, CA 90014
6	Proposer website address (or addresses):	www.automotus.co
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):	Matt Brooker Director of City Partnerships Automotus, Inc. 612 S. Broadway Blvd. 4th Floor Los Angeles, CA 90014 matt.brooker@automotus.co
8	Proposer's primary contact for this proposal (name, title, address, email address & phone):	Matt Brooker Director of City Partnerships Automotus, Inc. 612 S. Broadway Blvd. 4th Floor Los Angeles, CA 90014 matt.brooker@automotus.co 615-491-6641
9	Proposer's other contacts for this proposal, if any (name, title, address, email address & phone):	Roamy Valera President Automotus, Inc. 612 S. Broadway Blvd. 4th Floor Los Angeles, CA 90014 roamy@automotus.co 954-559-1744 Megan Lienart Marketing Automotus, Inc. 612 S. Broadway Blvd. 4th Floor Los Angeles, CA 90014 megan@automotus.co 712-584-9296 Kelly Ferguson Chief of Staff Automotus, Inc. 612 S. Broadway Blvd. 4th Floor Los Angeles, CA 90014 kelly@automotus.co 805-245-6294

Table 2: Company Information and Financial Strength

Line Item	Question	Response *
10	Provide a brief history of your company, including your company's core values, business philosophy, and industry longevity related to the requested equipment, products or services.	<p>Automotus was founded in 2017 by two friends and roommates at Loyola University. Inspired by a class on computer vision, Jordan Justus and Harris Lummis committed to applying technology to solving traffic and parking problems on campus. Through this vision they started Automotus, Inc.</p> <p>Automotus is dedicated to making our communities safer, healthier and more accessible by addressing the unprecedented rise in commercial vehicle congestion and emissions. We've developed first-of-its-kind computer vision technology that's deployed at the curb to enable automated Smart Loading Zones, which help cities, airports, fleets & small businesses manage curb activity, make data-driven policy decisions and incentivize electric vehicle adoption—all without the need for a parking app or kiosk.</p> <p>Our Mission is "To make urban mobility safe, sustainable, and efficient for everyone."</p> <p>Our company's core values are integrated into our team's daily work and interactions with the clients we serve. Those values are:</p> <p>Unrelenting innovation - boundless curiosity to foster continuous improvement of technologies, processes, systems, and practices; an openness to new ideas backed by data and research; recognition that there is always room to improve</p> <p>> c - faster than the speed of light, act with urgency to move quickly and make decisions efficiently, with a bias towards taking action and achieving outcomes. Prioritize and deprioritize aggressively to ensure the right things are done in the right order.</p> <p>Raise the bar - never settle or be satisfied with anything other than excellence. Be a thought leader in finding solutions; overcome obstacles, seek and speak differing perspectives, embrace discomfort, and inspire action.</p> <p>People first - we engage with empathy, integrity and thoughtfulness, be it clients, customers, partners or teammates; we build products and technologies with people at the core and our joint success is a product of collaboration. We assume good intentions, value diversity in background and thought, and approach our differences with kindness and an open mind.</p> <p>Own it! - maximum ownership for your role, work product, outcomes, and contributions to the team; equal parts empowerment & accountability to achieve the greatest outcome; never pass the buck and be clear about roles and responsibilities to establish a shared understanding of who owns what.</p> <p>Hi-Fi - Listen attentively, speak candidly, and treat others respectfully to promote high fidelity communications. Leaving our egos at the door, we discuss problems and solutions as openly and as quickly as we can to ensure that resolutions are reached without unnecessary delay. We take great notes and clear our inboxes to ensure that nothing slips through the cracks.</p>
11	What are your company's expectations in the event of an award?	<p>Automotus's expectations in the event of an award would be an expedited procurement process for many cities with whom we have been in conversations and are interested in our solutions. We feel the Sourcwell cooperative can be a valuable resource for participating agencies wishing to deploy innovative curb management projects without a lengthy procurement process.</p> <p>Our expectation would be that Sourcwell would provide a point of contact for our sales team to engage with occasionally to answer questions, help us understand all resources available to us as a Sourcwell vendor partner, and when appropriate, engage with procurement teams at Sourcwell participating agencies to help them understand and feel comfortable with cooperative purchasing once the Automotus team has generated interest in proceeding with the end user departments (typically, Departments of Transportation) for our solutions.</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>Automotus is a Delaware Corporation founded in 2017 with a healthy balance sheet, no outstanding debt, and no history of financial distress.</p> <p>We are committed to providing Sourcwell participating agencies with our services for the duration of the contract and we have the financial and operational means to fulfill this commitment. We can provide further financial evidence once the contract is awarded.</p>

13	What is your US market share for the solutions that you are proposing?	<p>Curb management is an industry still in its infancy, which encompasses a wide variety of use cases and technologies. Automotus solutions are truly first-of-their kind - no other technology available can provide cities with fully automated payment and enforcement capabilities while also providing the level of data collection for curb activity, including vehicle type (passenger vehicle, delivery van, freight truck, bus, bicycle, scooter, pedestrian, etc) and combustion type (electric, hybrid, or internal combustion engine).</p> <p>Essentially, our suite of full automation tools enable a toll-road payment experience at the curb, where drivers aren't required to pay for each parking session via app or meter, they simply pull in, unload, and leave. Our technology captures the license plate information, looks up the owner, and charges them for the time used.</p> <p>Enforcement is also fully automated - meaning parking staff do not need to manually write a ticket and place it on a vehicle's windshield. We are able to automatically look up the vehicle's owner based on license plate information and send a citation in the mail. This results in a massive increase in compliance for cities - drivers are no longer able to 'get away with' illegal parking or non-payment in these areas just because nobody caught them and wrote a ticket at the time of the violation.</p> <p>One of the most common use cases for technology like ours is a "smart loading zone", which is an innovative new approach for cities to manage commercial loading zones. Traditionally, cities do not charge for the use of loading zones the same way they do for metered parking. They also traditionally use manual enforcement by staff members to control loading zones. Prior to Automotus, there was no technology available which could fully address and automate these high demand areas. However, transitioning from a traditional loading zone to a "smart loading zone" requires cities to gain consensus from several internal departments, make changes to city legislation, and gain approval from city administration and/or city council. These fundamental changes take time, and most cities are still working toward these goals. Additionally, only cities of a certain threshold of population density are likely to be feeling the pain points created by traditional loading zone management, and only cities of a certain maturity in their parking and mobility programs are actively working to transition to "smart loading zones".</p> <p>Another use case for Autonomous technology is called a "zero emissions delivery zone", which is a variation on a smart loading zone that is specifically intended for electric vehicles or alternative delivery vehicles like electric cargo bikes. There are currently only two zero emissions delivery zone programs in the United States, in Los Angeles and Santa Monica respectively. Both of these programs are supported by Automotus technology through our partnership with the Los Angeles Cleantech Incubator (LACI) and the US Department of Energy. In this application of curb management, our market share is 100%.</p> <p>Our advanced technologies like smart loading zones and zero emissions delivery zones are not widely adopted yet, with most projects still in pilot stages in progressive cities. While market share is hard to measure at this early stage, Automotus is leading the way, partnering with cities like Pittsburgh, Omaha, Bethlehem, Atlanta, Columbus, and Boston. We're actively engaged with many major cities to overcome legislative hurdles related to technology use in curb management. As this sector grows, Automotus remains a key innovator and partner for cities tackling curb management challenges.</p>
14	What is your Canadian market share for the solutions that you are proposing?	<p>Similar to the US, the use cases we support for curb management are in their infancy in Canada as well. At this time, there are no Canadian cities who have fully automated loading zones deployed. Automotus has completed a pilot with the City of Toronto to evaluate innovative curb management solutions and the results of that pilot will guide the city's procurement efforts as their curb management plan is finalized. Automotus is also in active conversations with several other forward-thinking Canadian municipalities to initiate similar pilot projects.</p>
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>Automotus is best described as a Service provider. All of our software solutions are developed by Automotus employees. For the hardware components of our solution (i.e. cameras and accessories related to powering and installing them), we have established relationships with multiple manufacturers to supply cameras built to our unique specifications. These manufacturers are located in several different countries to make our supply chain robust enough to meet the demands of our growth.</p> <p>Our sales team is composed of Automotus employees, several of which are parking and mobility industry veterans with established networks and credibility.</p> <p>Our client delivery team who supports implementation are also Automotus employees with strong track records in the industry.</p> <p>Additionally, we have established partnerships with leading service providers across a wide range of specialties to scale our sales network, including leading parking meter and mobile payment vendors, parking enforcement and citation processing vendors, parking operators, and streetlight/infrastructure vendors. Through these partnerships, Automotus gains access to over 500 municipalities across the US and Canada who hold existing relationships with our partners.</p> <p>The curb management projects we support typically include making changes to a city's existing legislation to update loading zone policies and authorize use of tools like camera based sensors and/or the sending of invoices and citations by mail. Automotus partners with a leading transportation and mobility policy consultant to support our city partners in navigating legislative hurdles and evaluating existing policies.</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 licenses required broadly in the curb management industry to provide solutions. However, Automotus is SOC II (Service Organization Control Type 2) compliant. This is a credential to ensure that third-party service providers store and process client data in a secure manner.</p> <p>Automotus does not directly store or process any payment data. The third party payment processors we leverage to facilitate payments hold PCI DSS (Payment Card Industry Data Security Standards) Level 1 compliance, the highest level of security related to payment processing.</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	Describe any relevant industry awards or recognition that your company has received in the past five years	<p>Automotus is an active participant in several prominent industry organizations relevant to curb management, including the International Parking and Mobility Institute (IPMI), the National Association of City Transportation Officials (NACTO) and more. In 2023, we have participated in 15+ industry trade shows and events. At most of these events, members of the Automotus team deliver presentations and participate in thought leadership panel discussions.</p> <p>Additionally, Automotus has received the following awards within the past five years:</p> <ul style="list-style-type: none"> - Automotus and the City of Pittsburgh were awarded the International Parking and Mobility Institute (IPMI) "2023 Award of Merit for Innovation in a Mobility, Transportation or Parking Program" for our smart loading zone curb management pilot - Inc.'s Best in Business for Government Services 2023 - GovTech Top 100 Company 2023 - GovTech Top 100 Company 2022 - Fast Company Best Workplace for Innovators in Sustainability 2022 <p>Individual members of the Automotus team have received the following awards:</p> <ul style="list-style-type: none"> - Jordan Justus, Co-founder and CEO, was awarded "2023 Emerging Leader of the Year" by the International Parking and Mobility Institute (IPMI) - Co-founders Jordan Justus and Prajwal Kotamraju were awarded Forbes "Los Angeles Local 30 Under 30" in 2023 - In 2022, Jordan Justus (CEO) and Matt Brooker (Director of City Partnerships) were awarded the National Parking Association (NPA) "40 Under 40"
20	What percentage of your sales are to the governmental sector in the past three years	We primarily serve the needs of government agencies. 100% of our sales in the past three years have come from the government sector.
21	What percentage of your sales are to the education sector in the past three years	100% of our sales in the past three years have been in the governmental sector. While we are in conversations with a few universities who manage on-street curb space, this sector is not an area of focus for us. None of our sales in the past three years have been in the education sector.
22	List any state, provincial, or cooperative purchasing contracts that you hold. What is the annual sales volume for each of these contracts over the past three years?	We were awarded as the highest ranking vendor for Curb Management Solutions by the OMNIA Partners purchasing cooperative (formerly the National Cooperative Purchasing Alliance (NCPA)) in September 2022. To date, our sales have been through direct contracts or subcontracts to an agency's current vendors for related services. While we have not yet had any sales through our OMNIA cooperative contract, we have several government agencies working with their procurement departments to source our solutions through those vehicles. Since the NCPA/OMNIA RFP, we have made several key hires focused on sales and business development and have considerably more opportunities nearing execution - we expect sales volume through cooperative purchasing vehicles like OMNIA and Sourewell to accelerate significantly in the next 6-12 months.
23	List any GSA contracts or Standing Offers and Supply Arrangements (SOSA) that you hold. What is the annual sales volume for each of these contracts over the past three years?	We do not currently hold any GSA or SOSA contracts.

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 *
Pittsburgh Parking Authority	Dave Onorato, Executive Director	(412) 560-2511
ParkOmaha / City of Omaha	Ken Smith, Parking & Mobility Manager	(402) 444-7275
Bethlehem Parking Authority	Steve Fernstrom, Executive Director	(610) 419-1484

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 *
Los Angeles Cleantech Incubator + US Department of Energy	Government	District of Columbia - DC	Deploy Zero Emissions Delivery Zones and Smart Loading Zones to automate curb management (payment and data collection) with the deployment of incentives to accelerate fleets' transition to electric vehicles.	\$1,200,000	\$1,200,000
Pittsburgh Parking Authority	Government	Pennsylvania - PA	Deploy Smart Loading Zones to automate curb management (payment and data collection), and soon to include automated enforcement (sending citations for violators by mail). This program was awarded the International Parking and Mobility Institute (IPMI)'s "Award of Merit for Innovation in a Mobility, Transportation or Parking Program" in 2023	45 cameras deployed and in the process of scaling to 200. Uses the performance based pricing model so revenue is based on transaction volume which grows month over month.	\$2,312 Since program was initiated in mid-2022. Key legislative changes to implement automated enforcement in Q1 2024 are expected to drastically increase compliance and revenue for the Client and Automotus. Based on current footprint of 45 cameras, estimated annual revenue will be ~ \$956,952, and after scaling to 200 cameras is estimated to be ~\$4,000,000+
ParkOmaha / City of Omaha	Government	Nebraska - NE	Deploy Smart Loading Zones to automate curb management (payment and data collection)	18 cameras deployed and in the process of scaling to 100. Uses the performance based pricing model so revenue is based on transaction volume which grows month over month.	Program began in 2023 and has not yet begun billing for loading zone use. Expected annual revenue once automation of payments and invoicing by mail has begun: \$700,000
Bethlehem Parking Authority	Government	Pennsylvania - PA	Deploy Smart Loading Zones to automate curb management (payment and data collection)	10 cameras deployed and in the process of scaling to 50. Uses the performance based pricing model so revenue is based on transaction volume which grows month over month.	Program began in November 2023 and has not yet begun billing for loading zone use. Expected annual revenue once automation of payments and invoicing by mail has begun: \$350,000
City of Dublin, OH	Government	Ohio - OH	Data collection and analytics pilot to help the city understand curb utilization. The data we collected is being used to inform parking and curb management policy updates by the city.	10 cameras for a one year term using our Camera Subscription model	\$75,000

Table 6: Ability to Sell and Deliver Service

Describe your company's capability to meet the needs of Sourcwell 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.	<p>Four full-time employees on our team are focused on sales and client project delivery.</p> <p>Each member of the Automotus sales team has a background in the parking and mobility industry, and is recognized as a subject matter expert in the curb management space. Our sales team leverages widespread existing relationships throughout the industry and our active participation in international, national, and regional industry events related to parking and transportation to accelerate our sales efforts.</p> <p>Additionally, our sales team is supported by four third party consultants for sales, marketing and policy consulting activities.</p>
27	Dealer network or other distribution methods.	<p>We have established partnerships with over 10 leading service providers across a wide range of specialties to scale our sales network, including curb management vendors who provide services complementary to our own, leading parking meter and mobile payment vendors, parking enforcement and citation processing vendors, parking operators, streetlight/infrastructure vendors, and policy and research focused non-profit organizations. These partnerships provide Automotus with access to warm introductions to over 500 municipalities throughout the US and Canada to accelerate sales efforts.</p>
28	Service force.	<p>Automotus has a team of 6 individuals dedicated to client service and project delivery. Our service force includes the following teams and functions:</p> <ul style="list-style-type: none"> - Client project management - work with clients and related stakeholder groups to develop project deliverables, timelines, and ensure projects are delivered in line with client requirements. This includes assisting cities with legislative review and updates necessary to deploy camera based technology to manage the public right of way. Weekly, bi-weekly, or monthly meeting cadences are used for communication depending on the needs of the project. Our client success team is also extremely hands-on in helping clients interpret data we help them collect to inform smarter policy and operational decisions. - Field operations - assess potential locations for deployment to ensure available infrastructure and field of view requirements are met, advise clients on alternate options as needed, work directly with city departments and independent agencies as needed to obtain necessary permits to install on public infrastructure, and oversee installation and maintenance of equipment in the field. Depending on the project, our field operations team may work with local contractors to facilitate installations. In these cases, our field operations team will provide training and support for installation and maintenance to the teams performing the work. - Technical Resources - product and engineering team members are available to tailor user dashboards and configuration settings to the client's requirements, scope out and develop new use cases based on client feedback, support integrations into other related pieces of the client's technology ecosystem, and ensure solutions are functioning correctly. These teams also solicit feedback from clients to inform our product development roadmap, ensuring we continue to develop the best possible solutions to meet client needs. <p>Installation and maintenance - we have a robust network supported by certified electricians across North America to support our field operations and ensure efficient and expedited implementation of our solutions. We also strive to hire local contractors wherever possible to support installations, and can collaborate with Sourcewell participating entities to work with any preferred contractors they may have locally.</p> <p>Automotus has an established implementation methodology that we leverage for each project based on best practices and lessons learned both from past Automotus deployments, and the considerable experience our team members hold from previous roles.</p> <p>Additionally, Automotus provides ongoing client support once post-implementation. We maintain a bi-weekly or monthly cadence of meetings to review program status and results, and collaborate on initiatives like program expansions, industry reports, whitepapers and presentations.</p>

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>The Automotus sales team will work directly with Sourcewell participating entities to tailor the scope of work to their unique requirements, referencing the products and pricing described on our Sourcewell price list. From there, the Automotus sales team will draft a contract which outlines the scope of work, references the Sourcewell/Automotus contract, and reflects the products and pricing from our Sourcewell price list.</p> <p>We understand from previous experience doing business with municipalities that many Sourcewell participating entities will have their own requirements for the procurement process, such as the inclusion of additional terms and conditions, information or data security evaluations, and Purchase Order (PO) requirements.</p> <p>Automotus will support and adhere to all the contractual terms in the final Automotus/Sourcewell contract agreement while also accommodating the requirements described above as needed for individual Sourcewell participating entities. Automotus can also provide templates for a solution addendum which covers contract terms specific to the curb management solutions we provide.</p> <p>We use fields in our CRM system to track and flag PO requirements and projects contracted through cooperative agencies like Sourcewell to ensure that terms and conditions, contracting processes, pricing, and invoicing procedures are consistent with the requirements of Sourcewell and its participating agencies.</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>Automotus strives to provide outstanding service to our Sourcewell participating agency clients as well as to consumers and commercial fleet operators who are the end users of our CurbPass digital permitting system for loading zone access.</p> <p>Our support team can be contacted by email at support@automotus.co 24/7 and by phone at (714) 769-8192 from 8am-6pm PST, Monday through Friday. Our support team will also proactively report any software service outages at the time of discovery along with an estimated time of resolution. Upon resolution, our team will provide a resolution summary within 24 hours. We will also provide a contact to respond to, and if necessary, escalate any support issues.</p> <p>Sourcewell participating entities can expect responses to inquiries within one business day. To ensure we are proactively meeting client needs, we establish a cadence of weekly, bi-weekly, or monthly check-in meetings to review any areas where clients may require assistance and help them draw insights from reporting data in our dashboards. We act as a trusted consultant to our clients rather than a vendor, often assisting clients with the development of internal memos, proposed policies and ordinances, and presentations to governing bodies like City Councils, Business Improvement Districts, or Traffic and Parking Commissions.</p> <p>We also provide responses to end user inquiries within one business day. End user support is provided by our US based team, all of whom are experts on Automotus solutions. We use Zendesk, an industry standard platform for customer service requests, self-service help center, and tracking of support tickets through to completion. We have a detailed library of support resources available to end users which can be used to resolve the majority of questions or issues in a self service manner. End users who submit customer support tickets can view and track the status of their inquiries online. We leverage internal reporting on daily incoming calls, emails and support tickets to ensure inquiries are being handled promptly and to the satisfaction of our users.</p> <p>Our team, in collaboration with hired local contractor(s), will also respond to any hardware-related maintenance issues. Our team will monitor and respond to any hardware outages within 10 days and replace any non-functional hardware within 14 days (see our Warranty policy for more information). Our team will inspect all hardware yearly and recalibrate, if necessary. Additionally, we will perform at least one accuracy test on each device over the course of a quarter to ensure optimal performance.</p>

31	Describe your ability and willingness to provide your products and services to Sourcewell participating entities in the United States.	<p>Automotus is prepared to support the curb management needs of Sourcewell participating entities throughout the United States. Municipalities are our primary target markets, with airports and universities as secondary markets. Our company is dedicated fully to creating and delivering innovative solutions to aid these agencies in managing the curb. Our sales and client delivery teams are not only experts in our solutions, but are seasoned experts in the field of parking, mobility, and public policy.</p> <p>Automotus is at the forefront of the evolving curb management industry. We are trusted consultants to our partners and are prepared to help Sourcewell participating entities navigate the path to smarter curb management, including the policy and legislative changes, deep community outreach and engagement, and multi-layered approval processes involved in deploying innovative new programs that represent a paradigm shift from traditional ways of operating.</p>	*
32	Describe your ability and willingness to provide your products and services to Sourcewell participating entities in Canada.	<p>Automotus is prepared to support the curb management needs of Sourcewell participating entities throughout Canada. Municipalities are our primary target markets, with airports and universities as secondary markets. Our company is dedicated fully to creating and delivering innovative solutions to aid these agencies in managing the curb. Our sales and client delivery teams are not only experts in our solutions, but are seasoned experts in the field of parking, mobility, and public policy.</p> <p>Automotus is at the forefront of the evolving curb management industry. We are trusted consultants to our partners and are prepared to help Sourcewell participating entities navigate the path to smarter curb management, including the policy and legislative changes, deep community outreach and engagement, and multi-layered approval processes involved in deploying innovative new programs that represent a paradigm shift from traditional ways of operating.</p> <p>Automotus pricing is provided in US Dollars and will be converted to Canadian dollars at the time of invoicing.</p>	*
33	Identify any geographic areas of the United States or Canada that you will NOT be fully serving through the proposed contract.	Automotus is prepared to serve all US and Canada Sourcewell participating entities under the proposed contract.	*
34	Identify any Sourcewell participating entity sectors (i.e., government, education, not-for-profit) that you will NOT be fully serving through the proposed contract. Explain in detail. For example, does your company have only a regional presence, or do other cooperative purchasing contracts limit your ability to promote another contract?	Automotus is prepared to serve the needs of all Sourcewell participating entities who have curb management needs which are a fit for our solutions. However, we expect the vast majority of these agencies to be within the local government sector, with state governments, universities and airports as secondary markets.	*
35	Define any specific contract requirements or restrictions that would apply to our participating entities in Hawaii and Alaska and in US Territories.	None. We are prepared to serve the curb management needs of any Sourcewell participating agency who is a fit for our solutions, including those located in Hawaii, Alaska, or US Territories.	*

Table 7: Marketing Plan

Line Item	Question	Response *
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36	<p>Describe your marketing strategy for promoting this contract opportunity. Upload representative samples of your marketing materials (if applicable) in the document upload section of your response.</p>	<p>Our team understands that marketing is a critical aspect of ensuring Sourcewell's members are familiar with and can access our solutions. Our Director of City Partnerships will be a core member of the project team for this contract and will work closely with Sourcewell to ensure they have the assets, including marketing material, they need to promote our solutions to participating entities nationally.</p> <p>Additionally, our team will work closely with Sourcewell to understand the ideal customers for our solutions and develop a targeted marketing strategy tailored to their needs.</p> <p>Below are a few examples of how we market our solutions to the industry today:</p> <ul style="list-style-type: none"> - Our Commercial Curb Challenge, a unique marketing initiative by Automotus, invites cities to apply for a chance to utilize our performance-based pricing model without any upfront costs. This approach has garnered significant industry attention since its inception and has been a key factor in our client acquisition. In this program, we collaborate with partners and various industry stakeholders to recommend cities that are suitable candidates. Our team then conducts interviews to select a group of cities, assisting them in launching innovative pilot programs by eliminating financial barriers to implementation. This innovative strategy facilitates the widespread adoption of our curb management solutions. We have included information on this program in the Marketing Plan/Samples section of the uploaded documents. - Attend and exhibit at key industry events related to parking, transportation and smart city technology - Deliver presentations and participate in panel discussions at industry events and webinars, often in collaboration with municipal partners - Author thought leadership articles and whitepapers for industry publications and journals - Leverage existing relationships with potential client agencies held by several members of the sales and client delivery teams who have worked in the industry for years - Leveraging relationships with leading vendor partners across the parking & transportation ecosystem, including parking operators, parking meter and mobile application providers, parking enforcement and citation management providers, streetlight and smart city infrastructure providers, complementary curb management service providers, consultants, and trade organizations to provide warm introductions to potential client agencies - Email and social media marketing, with a focus on high-impact social media channels like LinkedIn. <p>Considering the fact that the use cases we support are new, innovative ways for cities to manage their curbspace, we understand the importance of documenting these case studies to educate the market and provide proof of concept for these types of initiatives. Our team works closely with each client to document their success into detailed case studies and circulate them within the industry to raise awareness of these new solutions and provide a playbook for other cities to follow when implementing programs of their own.</p> <p>We have also created impactful content like our Curb Management Buyer's Guide to educate agencies on the proven processes to implementing innovative programs like the ones we support.</p> <p>Additionally, we provide value to the industry by helping bridge the gap between the incentives and challenges of cities and major commercial fleets like Amazon and UPS, creating content like our Delivery Driver's Survey (included in the Marketing Plan/Sample Documents uploads).</p> <p>To build on this success and ensure a mutually valuable partnership, Automotus and Sourcewell can collaborate to identify clients who are Sourcewell participating entities and create a case study for that agency's program which can be used to market the Sourcewell / Automotus partnership to similar Sourcewell agencies. We can also ensure that the streamlined procurement option provided by the proposed Sourcewell / Automotus contract is included as a key success factor in new case studies which result from contracts through the Sourcewell procurement vehicle.</p> <p>We have uploaded several documents to the Marketing Plan / Samples section, including a Marketing Plan for the Sourcewell Contract and samples of our case studies, sales presentations, marketing collateral, and ebook content.</p>
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37	Describe your use of technology and digital data (e.g., social media, metadata usage) to enhance marketing effectiveness.	<p>Automotus maintains an organized database of current and potential client agencies in our CRM system, which our teams use to run sales and marketing campaigns. Campaigns include topics such as:</p> <ul style="list-style-type: none"> - Sharing relevant industry news, such as a new client launch or a legislative update relevant to regulations around curb management - Campaigns tied to upcoming industry events or conferences - Relevant news and updates regarding grant opportunities which could serve as funding sources for Sourcewell participating entities looking to deploy curb management programs - Campaigns related to fiscal or calendar year milestones such as budgeting cycles, holidays, and more. <p>We also leverage LinkedIn to share similar topics, and collaborate with clients, industry organizations, and partners to cross promote one another's content to amplify reach and impact.</p> <p>Our CRM system offers insights through analytics and metadata to measure effectiveness of campaigns with metrics like open rates, click through rates, and response rates. We are also able to receive notifications for interest/intent based events like a high number of opens or clicks on a particular email. We are also able to track views of key documents like marketing collateral or proposals to see how long documents were viewed, and how much time was spent on individual pages.</p> <p>These insights allow our team to make timely, helpful follow ups and further tailor our conversations with potential clients to address their needs, interests, and concerns.</p>
38	In your view, what is Sourcewell's role in promoting contracts arising out of this RFP? How will you integrate a Sourcewell-awarded contract into your sales process?	<p>Our expectation is that Sourcewell would make resources available to facilitate connections and communication with Sourcewell participating entities interested in procuring Automotus solutions to help answer any questions or concerns related to procuring through this cooperative and understand the details of the Automotus/ Sourcewell contract. We would also expect that Sourcewell would be a resource for the Automotus sales and marketing teams to fully understand the resources available to jointly promote the contract to participating agencies who could be a good fit for the solutions we provide.</p> <p>Exploring and guiding clients through all available options for procurement strategies is a key component of the Automotus sales process today. Due to the highly unique nature of our solutions, the immense value they provide, and the strategic nature in which we engage cities most likely to have a need for our solutions, the path to closing contracts in sales conversations is usually more of a "how" than whether or not cities are interested in what we offer.</p> <p>Due to the cutting edge nature of the programs we support, our sales process is highly consultative and we walk cities through the necessary steps to deploy, which include legislation, infrastructure, partnerships with fleets and utilities, community engagement, and most importantly, procurement.</p> <p>From working extensively with government contracting throughout their careers, the Automotus sales team is well versed in promoting cooperative purchasing agreements like Sourcewell's as a preferred path to procurement. We do this today with our existing cooperative purchasing membership with OMNIA Partners, where Automotus was awarded as the highest ranking vendor to a similar Curb Management Technology RFP to this one in 2022.</p> <p>We will promote the Automotus / Sourcewell contract as an expedited procurement path to all agencies in our sales cycle, and use our CRM system to identify which opportunities are associated with Sourcewell participating entities. Additionally, we can educate non-participating agencies on the benefits of Sourcewell participation not only for our project, but for the organization in general, potentially bringing new agencies to join Sourcewell.</p>
39	Are your products or services available through an e-procurement ordering process? If so, describe your e-procurement system and how governmental and educational customers have used it.	<p>No. Our solutions (and generally, any curb management program) will require conversations with Sourcewell participating entities to understand their unique needs, goals, and various details about their current situation before confirming an order.</p>

Table 8: Value-Added Attributes

Line Item	Question	Response *
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40	Describe any product, equipment, maintenance, or operator training programs that you offer to Sourcewell participating entities. Include details, such as whether training is standard or optional, who provides training, and any costs that apply.	<p>The Automotus team will provide training to all necessary contacts with Sourcewell participating entities to understand how to use our software. In some cases, City employees or contractors hired by Automotus may be involved in the installation of our cameras, in which case our field operations team will provide comprehensive training to the individuals performing the installation to ensure they understand the proper procedures. All of said training is included at no additional cost to Sourcewell participating entities.</p>
41	Describe how your products and services will impact safety and reliability; such as improvement to safety of systems for pedestrians, bicyclists, and the broader traveling public, improve emergency response, etc.	<p>Double parking, where vehicles stop in traffic lanes instead of pulling over to the curb, poses significant safety risks to pedestrians, cyclists, and all road users. It can obscure the view of oncoming traffic, increasing the likelihood of accidents involving pedestrians or cyclists. Additionally, double parking significantly contributes to urban congestion, disrupting the flow of traffic, including essential services like emergency response vehicles and public transportation. This issue is particularly harmful in lower-income areas, where residents are more dependent on public transport due to lower car ownership rates.</p> <p>Automotus solutions have been demonstrated to reduce double parking by 45% or more, making streets considerably safer, more equitable, and less congested.</p> <p>Double-parking is a symptom of underlying problems with how curb space is allocated and managed. Typically, vehicles double park out of necessity, not by choice. This happens when there are no available spaces along the curb for them to park. It is especially common for commercial delivery, rideshare, or food delivery drivers to resort to double parking because the nature of their work requires them to make their stops as quickly as possible.</p> <p>Automotus tackles both the symptom and root causes of double parking, enhancing urban safety. By implementing 'smart loading zones,' where drivers pay per minute for curb use, Automotus enables cities to shift their approach to loading zone management to one that more accurately reflects the true demands on the curb today. Traditionally, loading zones have not charged usage based fees and have been significantly under-enforced, leading to prolonged parking durations and misuse of loading zones by vehicles that are not loading or unloading. This often forces commercial drivers to double-park when spaces are unavailable. Similar to how traditional metered parking spaces use pricing to promote space turnover, smart loading zones use pricing to encourage efficient use of these areas, incentivizing drivers not needing prime curb access to park elsewhere, thus reducing congestion and double parking.</p> <p>Managing loading zones with traditional parking management tools poses challenges in two key areas: gaining compliance from curb users to follow the new protocols and pay for curb use, and the city's ability to effectively and efficiently enforce the areas.</p> <p>Payment for short term loading zone use through traditional parking payment methods like apps or meters is cumbersome, often deterring drivers from complying. Faced with inconvenient payment options, many choose to risk a citation rather than pay. For commercial drivers, who frequently stop for short durations and focus on timely deliveries, the inconvenience of such payment methods is an even more significant deterrent. This is particularly true as they are not personally liable for any parking fines incurred during work hours.</p> <p>This non-compliance issue is amplified by the challenges cities face in enforcing loading zone, double parking, and similar violations. Not only does the short term nature of such violations make it difficult to capture violations, but most parking operations also have significant constraints on enforcement personnel who must oversee a broad range of areas beyond just loading zones.</p> <p>Automotus helps cities solve both of these challenges through automation. For curb users, we provide a fully automated payment system where vehicles complete a one-time registration and enjoy a frictionless, toll-road type of experience when using smart loading zones. Registered vehicles simply pull in and pull out of smart loading zones, and Automotus will charge them the appropriate amount based on the duration of their stay.</p> <p>For individual passenger vehicles, drivers can preload funds into a digital wallet when they register their license plate, streamlining payment for future loading zone usage Commercial fleets can register all their vehicles and receive a single, convenient consolidated invoice for their collective curb use.</p>

		<p>To help cities enforce loading zones efficiently, Automotus uses first-of-its-kind computer vision technology to automatically detect violations and send invoices and/or citations automatically by mail based on the parker's license plate number. We can also notify enforcement staff of violations occurring in real-time.</p> <p>Automotus not only addresses issues like double parking, non-payment, and overstaying in loading zones but also aids in enforcing other violations that pose public safety risks and contribute to congestion. This includes unauthorized parking in restricted areas such as bike lanes, bus lanes, crosswalks, and designated 'no-parking' zones, all of which are crucial for maintaining public service efficiency and urban safety.</p> <p>Our camera-based automation significantly enhances the efficiency and effectiveness of enforcement operations. With this technology, cities often experience a dramatic increase in violation detection, going from capturing 5% or less to 95% or more. Additionally, it alleviates the burden on city enforcement personnel, allowing them to focus on other critical tasks.</p> <p>As drivers realize that violations are consistently detected and enforced, and as they become familiar with alternatives such as designated smart loading zones, compliance with city policies will significantly improve. This shift in driver behavior will lead to a substantial reduction in double parking and other infractions, helping cities achieve their goals of safer, more equitable streets for all.</p>
42	Describe how your products and services will improve curb management to allow dynamic pricing, improvements to business access, traffic flow and curb traffic, and any impacts on essential services.	<p>As described in question 41, Automotus uses our first-of-its-kind computer vision technology to help cities and fleets manage congestion, emissions, and safety hazards at the curb. Our technology fully automates labor-intensive curb operations such as payments for vehicle (un)loading and parking, enforcement of curb violations, resulting in a 45%+ reduction in double parking which significantly improves traffic flow, pedestrian safety, and access for essential services.</p> <p>Automotus understands the role of dynamic pricing in today's municipal parking operations, allowing cities to obtain and evaluate parking data, understand peak parking hours, and apply appropriate pricing in line with demand. Automotus supports dynamic pricing by providing cities with visibility into peak usage days and hours for loading zones so rates can be calibrated to better manage demand. We offer progressive, pay-by-the-minute rate structures where the longer a vehicle stays, the higher the rate per minute. Additionally, we support differentiated pricing, such as free or discounted rates for eco-friendly vehicles like electric or hybrids, as opposed to traditional internal combustion engine vehicles. This feature aids cities in advancing their climate goals, promoting electrification and decarbonization.</p> <p>Smart loading zones, supported by Automotus, enhance business accessibility by increasing turnover in high-demand curb spaces. Cities often witness over 40% reduction in parking dwell times, leading to more vehicles using the curb each day. This efficiency is crucial for businesses relying on timely deliveries, and carryout pickups by customers and food delivery drivers like DoorDash and Uber Eats. Additionally, these zones are valuable for customer access, often serving as pickup and drop-off points for rideshare companies. In contrast to metered spaces occupied for hours by a single vehicle, smart loading zones can accommodate numerous passenger exchanges in the same timeframe, attracting more customers to local businesses.</p>
43	Describe your ability to perform projects related to the USDOT Smart Grant Program.	<p>Automotus is well-equipped to support curb management projects under the USDOT SMART Grant Program. We are in active discussions with most cities awarded the 2023 SMART Grants and applicants for the 2024 cohort. Our involvement includes collaboration on grant applications, with some projects already underway. We've kept the industry informed about SMART Grant developments and have a proven track record in similar initiatives. This includes establishing the nation's first two Zero Emissions Delivery Zones and securing the inaugural US Department of Energy grant for automated curb management.</p>
44	Describe any technological advances that your proposed products or services offer.	<p>A key differentiator for Automotus is that our solution uses first-of-its-kind computer vision technology which supports full automation of payment and enforcement for curb use. Full automation is a critical component for adoption and compliance in a curb management program. We maintain a 96% adoption rate compared to less than 9% for app-based products and other competitive parking payment solutions, such as meters. Our ability to fully automate enforcement is significant because it removes the need for cities to allocate enforcement resources, which are typically spread thin, to enforce high demand curb space. Please see our response to line item 49 below for more extensive information related to the impact our technological advances can provide to Sourcewell participating entities.</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.	<p>Automotus works with cities and airports to decarbonize traffic and parking by implementing automation that significantly reduces idling & circling, while also enabling cities and airports to implement policies and pricing that incentivize the adoption of zero emissions vehicles. This includes deploying the nation's two first Zero Emissions Delivery Zones, as well as receiving the nation's first U.S. Department of Energy grant for automated curb management.</p> <p>Additionally, we relocated our Los Angeles headquarters in 2022 to maximize access to public transit and incentivize public transit use by team members and other office visitors.</p>	*
46	Detail any benefits or impact on the climate realized from your offering such as: the reduction of congestion and/or air pollution, including greenhouse gases or improvement of energy efficiency.	<p>Creating a positive environmental impact is core to the Automotus mission. Our curb management technology provides cities, airports, and fleets with the tools to decrease vehicle- related emissions by up to 10% by improving overall driver efficiency and reducing unnecessary idling/circling related to parking. Specifically, our technology allows cities to operate loading zones that offer more efficient curb access, with discounted rates or dedicated space for electric vehicles to incentivize commercial fleet electrification, as well as develop curb policies that increase access to public transit and make bicycling safer. Our technology supports the nation's first zero emissions delivery zones in Los Angeles and Santa Monica.</p> <p>Based on our initial findings from deployed pilots and results from similar studies, Automotus Smart Loading Zones can have tremendous impact as a climate solution. At the most direct level, one effectively managed Automotus Smart Loading Zone operating for a year offsets 12.10 metric tons of greenhouse gas (GHG) emissions (CO₂e), the equivalent carbon sink of 73 mature trees. At 1,000 Smart Loading Zones, this is the equivalent of removing 215 medium duty vehicles from the road every year.</p> <p>Just looking at delivery vehicles (classes 3-8) that are both less fuel efficient and use a more polluting mix of fuel, we see additional air quality benefits. Scaling Automotus curb management to just 1000 curbside spaces would result in a reduction of 584.61 metric tons of NO_x and 2.31 metric tons of particulate matter (PM).</p> <p>These GHG and air emissions reductions do not account for larger system efficiencies brought by Automotus curb management solutions that include reduction of city traffic congestion (estimated to be 20%) and Zero Emission Curbs. Automotus will be assessing impacts of its solutions as an emissions reduction strategy to accelerate adoption of zero emissions vehicles for commercial use through Zero Emissions Delivery Zones, as well as systemic traffic and emissions reductions through a \$3.8M, 3-year project with the U.S. Department of Energy that started in 2022.</p>	
47	Identify any third-party issued eco-labels, ratings or certifications that your company has received for the equipment or products included in your Proposal related to energy efficiency or conservation, life-cycle design (cradle-to-cradle), or other green/sustainability factors.	<p>The nature of our business does not create significant sources of pollution or waste, and as a result we do not have specific third-party eco-labels, ratings, or certifications. However, the impact our solutions create helps cities reduce carbon emissions by up to 10%. Additionally, Automotus currently supports the nation's two first Zero Emissions Delivery Zone programs, and received the nation's first US Department of Energy grant for automated curb management.</p>	*
48	Describe any Women or Minority Business Entity (WMBE), Small Business Entity (SBE), or veteran owned business certifications that your company or hub partners have obtained. Upload documentation of certification (as applicable) in the document upload section of your response.	<p>Automotus often partners with local contractors for installation and maintenance of our cameras, and we seek every opportunity to partner with WMBE, SBE, and veteran owned contractors in doing so. These are typically businesses local to the market where we're installing so there are often different partners for each city's deployment.</p>	*

<p>49</p>	<p>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>	<p>Automotus is the singular owner and licensor of a comprehensive video analytics data and curb automation platform. No other solution on the market has the ability to support full automation of payment and enforcement functions to manage the curb, or provide the level of depth in data collected on curb usage. The efficiencies provided by our automation capabilities can provide Sourcewell participating entities with payment and compliance rates of 96% compared to less than 9% for competitive parking payment solutions such as apps and meters.</p> <p>Furthermore, Automotus is the sole curb management and computer vision provider for the two existing zero emissions delivery zones in the country, in the cities of Los Angeles and Santa Monica via partnership with the Los Angeles Cleantech Incubator (LACI). In 2021, Automotus also secured a \$3.8M grant from the US Department of Energy to further deployments in these cities, adding an additional 300+ monitored curb zones.</p> <p>While there are other companies that offer components of curb management, like sensor-based data collection security cameras, digital parking payment, fleet, and driver registration, Automotus is the only one with a system that seamlessly integrates all these elements. Moreover, our unique trade secrets, domain expertise, and commitment to privacy distinguish Automotus from other providers in the automated curb management arena.</p> <p>Automotus stands out with a platform that delivers real-time, in-depth curb analysis and management. It identifies different vehicle types, propulsion types, facilitates seamless payments and enforcement, and provides actionable, curb-specific insights, marking it as the go-to choice for advanced curb management for cities.</p> <p>Automotus's vast dataset and state-of-the-art tracking algorithms make our technology exceptionally adept at monitoring and managing curb space. The depth of our data gives us an edge, offering unparalleled insights to our municipal partners, including breaking down curb and roadway usage by modality which is critical to the deployment of innovative curb management programs.</p>
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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?	Yes. Automotus provides a five-year Advanced Replacement Warranty on all devices. The warranty will go into effect on the date our equipment is installed. Should any devices fail to work for any reason relating to hardware failure, tampering, vandalism, or damage, Automotus will ship a replacement device to the customer within two weeks and will ensure it is installed within one week of arrival barring any permitting requirements. The life expectancy of Automotus equipment under normal use is 10 years.
51	Do your warranties impose usage restrictions or other limitations that adversely affect coverage?	No
52	Do your warranties cover the expense of technicians' travel time and mileage to perform warranty repairs?	Yes
53	Are there any geographic regions of the United States or Canada (as applicable) for which you cannot provide a certified technician to perform warranty repairs? How will Sourcewell participating entities in these regions be provided service for warranty repair?	No. We are prepared to provide warranty services to all Sourcewell participating entities across the US and Canada.
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
55	What are your proposed exchange and return programs and policies?	If a party breaches any material term or condition stated in our Agreement, the non-breaching party may immediately terminate this Agreement and/or any SOW if such breach remains uncured thirty (30) days after receiving written notice of such breach. Following expiration or termination of this Agreement for any reason, Client shall provide Automotus with access to Client's premises (or any other locations at which Automotus-owned equipment is located) to enable Automotus to remove, at Automotus's own cost, any Automotus-owned equipment from such premises.
56	Describe any service contract options for the items included in your proposal.	In either of our commercial models Sourcewell participating options can choose from (detailed fully in our pricing proposal), all service on equipment and software is included in our pricing options at no additional cost.

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	In addition to the customer service standards described in question 30 above, Automotus maintains the following performance standards for our solutions: - System Up-Time - Automotus will maintain a system uptime of 99% or better 24 hours per day, excluding planned maintenance downtime. - Accuracy - License Plate Recognition (LPR) accuracy must be maintained at 90% for each month's data for any activity where a license plate is being billed

58	Describe any service standards or guarantees that apply to your services (policies, metrics, KPIs, etc.)	<p>In addition to the metrics and standards described in our responses to question 57 regarding performance standards and to question 30 regarding customer service standards, Automotus maintains the following service standards for our solutions:</p> <p>Our team, in collaboration with hired local contractor(s), will also respond to any hardware- related maintenance issues. Our team will monitor and respond to any hardware outages within 10 days and replace any non-functional hardware within 14 days (see our Warranty policy for more information). Our team will inspect all hardware yearly and recalibrate, if necessary. Additionally, we will perform at least one accuracy test on each device over the course of a quarter to ensure optimal performance.</p>	*
59	Describe how you will measure cost savings and/or performance improvements with the utilization of your solutions.	<p>Automotus's automated smart loading zones offer a significant opportunity for revenue generation, often creating new financial streams for cities since traditional loading zones are not monetized with a usage based model. Depending on usage and rate structures, each zone can yield between \$4,000 to over \$20,000 annually. Additionally, integrating automated enforcement can potentially add over \$50,000 per zone each year. With strong ROI dependent on specific factors like curb demand and pricing strategies, our solutions offer clear financial and operational advantages. We've also provided a revenue calculation tool in the Additional Documents Section to assist Sourcewell entities in customizing financial projections for their unique contexts.</p> <p>Automotus employs a comprehensive approach to measure cost savings and performance improvements, leveraging key metrics like the decrease in double parking, increased curb space turnover, and reduction in urban congestion. These measures directly enhance safety, reduce emissions, and improve curb efficiency. Our computer vision technology effectively tracks these metrics, showcasing significant improvements in compliance and enforcement efficiency.</p> <p>Our data from existing deployments demonstrates measurable impacts including:</p> <ul style="list-style-type: none"> - Over 45% reduction in double parking incidents, boosting street safety. - More than 40% increase in curb space turnover, aiding local businesses. - Up to 500% enhancement in enforcement efficiency for higher compliance rates. - Generation of \$4,000 to \$50,000+ in new city revenue per loading zone annually, equivalent to around 5x the revenue per space compared to traditional metered parking - Reduction of carbon emissions by over 12 metric tons per loading zone, promoting environmental sustainability. - Estimated reduction of city traffic congestion by about 20%, contributing to wider systemic benefits. 	
60	Describe how you use Curb Data Specification (CDS) and how you would further develop these standards in the future.	<p>All data collected through Automotus sensors is fully compliant with Curb Data Specification (CDS) and will remain compliant as CDS continues to be developed through the Open Mobility Foundation. All data is available via open APIs to be integrated into existing systems and platforms to create a connected, best-in-breed curb management ecosystem. Automotus team members have been active participants in the development of CDS as steering committee members of OMF's CDS Working Group and Privacy, Security and Transparency Committee.</p> <p>Automotus has contributed in entirety the initial Events API to CDS and will continue to build upon use cases and findings from empirical data in expanding the scope of the Curb, Events, and Metrics APIs</p>	
61	Describe your experience with Mobility Data Specification (MDS), as well as how you use MDS to help improve agencies' transportation systems.	<p>MDS, focused on shared mobility trip monitoring, differs from Automotus' core area in curb management and isn't currently utilized in our solutions. Instead, we align more closely with CDS, playing an active role in its development as detailed in question 60. However, our team possesses extensive experience with MDS from previous roles, providing us with a comprehensive understanding of various mobility data specifications, even if MDS is not directly integrated into our current offerings.</p>	

Table 10: Payment Terms and Financing Options

Line Item	Question	Response *	
62	Describe your payment terms and accepted payment methods.	Automotus's standard payment terms are net 30 days. We accept ACH and EFT transactions, physical checks, and credit card payments, which are subject to a 3% processing fee.	*
63	Describe any leasing or financing options available for use by educational or governmental entities.	Automotus offers flexible business models to Sourcewell participating entities, including a public-private partnership that features a revenue-sharing arrangement. This model significantly reduces initial costs for agencies by allowing them to implement advanced curb management programs with minimal upfront investment. In this model, Automotus undertakes the capital investment for installing camera sensors, easing the financial burden on the agencies. For more information on this approach, please refer to the pricing proposal in the Additional Documents section.	*
64	Describe any standard transaction documents that you propose to use in connection with an awarded contract (order forms, terms and conditions, service level agreements, etc.). Upload a sample of each (as applicable) in the document upload section of your response.	<p>Automotus's standard transaction document is our Scope of Work document, which specifies the business model being selected, agreement term, specifics of what products are to be used, expectations for implementation from Automotus and the Sourcewell participating entities, and an outline of the project phases. We have included a sample Scope of Work in the Attached Documents.</p> <p>Automotus will work with Sourcewell participating entities to create transaction documents which meet the agency's requirements, including the option to use the agency's contract or PO documents if necessary, while ensuring the transaction documents appropriately reference the Sourcewell/Automotus contract.</p>	*
65	Do you accept the P-card procurement and payment process? If so, is there any additional cost to Sourcewell participating entities for using this process?	Yes. Automotus accepts payment via credit card, including P-card. These payment methods are subject to a 3% processing fee.	*

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.	<p>Our proposed pricing is designed to provide preferential, market-based pricing for Sourcwell participating entities seeking to implement innovative curb management programs. This proposal offers preferential rates on our camera subscription model, enabling agencies to launch pilots for collecting and analyzing curb usage data. Such insights often lead to operational and policy changes such as monetizing loading zones and/or automating enforcement. Programs that leverage automated payments and enforcement typically generate revenue that significantly exceeds their costs, thus providing a scalable approach.</p> <p>Additionally, agencies can smoothly transition to a performance based pricing model when implementing automated payments and enforcement, allowing entities to eliminate CurbSight Camera Subscription costs by using revenue share or end user convenience fee models instead.</p>
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.	<p>Our proposed pricing for Sourcwell participating entities reflects a discount of approximately 17% for core Automotus products for curb analytics (CurbSuite license and CurbSight Camera Subscription) off of MSRP, and a similar 17% discount on most of the optional additional products included in our pricing proposal. Additionally, we can offer Sourcwell participating entities performance based pricing options upon request, which in many cases can eliminate the entity's CurbSight Camera Subscription costs by using revenue share or end user convenience fee models instead. This model is ideal for entities looking to automate management of the curb after initial data collection phases are complete.</p>
68	Describe any quantity or volume discounts or rebate programs that you offer.	<p>Our proposed pricing offers discounted pricing for our Camera Subscription model, typically used by entities to collect data to analyze curb usage. As entities look to scale their programs, we offer Sourcwell participating entities performance based pricing options upon request, which in many cases can eliminate the entity's CurbSight Camera Subscription costs by using revenue share or end user convenience fee models instead. Scaling curb management programs with this model provides Sourcwell participating entities with a clear path to ROI on their curb management programs, as automated curb payments and enforcement typically generate net new revenues for entities which far exceed operating costs.</p>
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>Automotus can provide related services outlined in our pricing proposal to Sourcwell participating entities as requested. Due to the number of variables involved in these services (described more fully in the pricing proposal), these will be quoted on a case by case basis so that the solutions are tailored to the specific needs of each Sourcwell participating entity.</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.	N/A
71	If freight, delivery, or shipping is an additional cost to the Sourcwell participating entity, describe in detail the complete freight, shipping, and delivery program.	N/A
72	Specifically describe freight, shipping, and delivery terms or programs available for Alaska, Hawaii, Canada, or any offshore delivery.	We will use the same freight, shipping and delivery terms for these areas as we do for all US and Canada based clients.
73	Describe any unique distribution and/or delivery methods or options offered in your proposal.	Whenever possible, Automotus leverages local contractors for hardware installation and maintenance. We seek opportunities to support WMBE, SBE, and veteran owned businesses.

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 Sourcwell. This process includes ensuring that Sourcwell participating entities obtain the proper pricing, that the Vendor reports all sales under the Contract each quarter, and that the Vendor remits the proper administrative fee to Sourcwell. Provide sufficient detail to support your ability to report quarterly sales to Sourcwell as described in the Contract template.	<p>The Automotus team, with its extensive experience in cooperative purchasing, is well-prepared to forge a successful partnership with Sourcwell and its member agencies.</p> <p>In the contracting phase, we will ensure transparency by providing audit documents to Sourcwell agencies, detailing their specific quotes and demonstrating alignment with the Automotus/Sourcwell price list.</p> <p>Our CRM system will be utilized to track all Sourcwell-related opportunities, facilitating the generation of accurate quarterly sales reports and the timely remittance of our administrative fees to Sourcwell. Additionally, we commit to a quarterly review of our price list, ensuring it remains current with our latest products and features, thereby offering Sourcwell agencies access to our most up-to-date solutions.</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>Automotus will internally track metrics such as:</p> <ul style="list-style-type: none"> - Open pipeline of opportunities, broken down by sales stage and products selected - Closed opportunities and revenue generated with each - Close rates and win rates <p>Our CRM system makes tracking Sourcwell related opportunities and associated metrics a seamless process along with our general sales and business development planning and review processes. As we would be a new partner to Sourcwell, we would also seek to collaborate with Sourcwell to fully understand the resources available through the partnership and perform ongoing optimization of our sales strategy to maximize value for both parties.</p>
77	Identify a proposed administrative fee that you will pay to Sourcwell for facilitating, managing, and promoting the Sourcwell Contract in the event that you are awarded a Contract. This fee is typically calculated as a percentage of Vendor's sales under the Contract or as a per-unit fee; it is not a line-item addition to the Member's cost of goods. (See the RFP and template Contract for additional details.)	Automotus proposes an administrative fee of 1% of revenue generated through Sourcwell contracts

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>Automotus is proud to offer Sourcwell participating entities a fully integrated, turnkey curb management solution that does not require any additional technology to operate. We have also designed our technology with open APIs for easy integration with existing parking and curb management solutions providers and back-end invoice processing partners our customers work with, making adoption seamless. We also have partnerships in place with delivery companies and leading parking payment and enforcement providers to ensure our solutions are frictionless for our customers and fleet operators. Below are Automotus's offerings for Sourcwell participating entities:</p> <ul style="list-style-type: none"> - CurbSight Cameras and CurbSuite back office dashboard provide real-time multimodal data collection and analytics

Software as a Service (SaaS) fee which provides access to all data and analytics related to the project, client success support, implementation, onboarding, and maintenance. Clients will be provided with a user-friendly dashboard which provides full visibility into curb activity detected through CurbSight Cameras, including:

- Parking turnover
- Average dwell times
- Occupancy rates
- All violations, including double-parked, overtime + non-permitted

Each data point can then be broken down by vehicle type, including passenger, delivery, ride-hailing, bus, and bike, and distinguish between internal combustion engines and electric.

All data is also available via open APIs to be plugged into existing systems and platforms, and will remain compliant with the curb data specification (CDS) as it is developed through the Open Mobility Foundation.

Automated End User Payments:

Automotus will collect payments from end users via an automation platform designed to track and manage payments from passenger cars, ride-hailing, and delivery vehicles in connection with curb activity based on license plate information. This includes support for registering individual and fleet vehicles. Automotus supports dynamic pricing and the ability to extend free or discounted curb used based on vehicle combustion type (i.e. discounted or free parking for electric vehicles to incentivize emissions reductions).

Automated Invoicing

Automotus will look up registered vehicle ownership based on license plate information and send invoices to unregistered vehicles via mail or text message. Automotus will provide evidence packages in order to send out bills by mail or text. Evidence packages will include the vehicle license plate, time stamp of park event, make/model of vehicle, rates and regulations, and picture evidence that is required to issue a bill.

Automated Violation Processing

Automotus will provide violation packages in order to send out violations-by-mail. Violation packages will include the vehicle license plate, time stamp of violation, make/model of vehicle, violation code, and picture evidence that is required to issue a violation.

Directed Enforcement (Basic)

Automotus will provide notifications including violation packages in real-time for each violation. Violation packages will include the vehicle license plate number, time stamp of violation, location of violation, make/model of vehicle, violation code, and picture evidence that is required to issue a violation. Violation packages will be made available via API or SMS

Directed Enforcement (Pro):

In addition to the services and fees described for Directed Enforcement (Basic), Automotus will provide optimized notifications for the nearest enforcement officer, and provide digital services to manage dispatching and scheduling.

CurbSuite+:

Automotus Real-Time Parking Availability and Violations Map for all monitored zones will be made available upon activation of CurbSight cameras.

Zone Design and Installation:

Automotus will provide designs for curb painting and zone signage. Upon approval and permitting, Automotus will install curb painting, manufacture and install zone

		<p>signage</p> <p>-----</p> <p>Violation Issuance and Management: Automotus can support Sourcewell participating agencies' enforcement operations with software, hardware and services for issuing and managing parking and traffic violations via third party partners including Conduent, Passport and Duncan. These can include mobile License Plate Recognition (LPR), handheld violation issuance devices, back end software for managing and accepting payment of citations. Pricing to be quoted on a case by case basis depending on factors such as geographical location, scope of services needed, technology partners preferred by the Sourcewell participating agency.</p> <p>We have provided additional information on our solutions in the uploaded file "Additional Documents - Automotus Solutions Overview for Sourcewell RFP" in the Additional Documents section.</p>
79	<p>Within this RFP category there may be subcategories of solutions. List subcategory titles that best describe your products and services.</p>	<p>Below are the categories which best describe Automotus solutions:</p> <ul style="list-style-type: none"> - Cameras / sensors for curb data collection - Automated payment / tolling - Loading zone management - Digital permitting - Automated parking enforcement - Real-time parking availability
80	<p>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>	<p>Automotus equips Sourcewell participating entities with access to real-time analytics on how curb space is being used. This includes key metrics such as parking turnover, average dwell time, occupancy rates, traffic detected, and all violations such as double-parketed, overtime, and non-permitted use.</p> <p>Each data point can be broken down by vehicle type, including passenger, delivery, ride- hailing, bus, and bike, and distinguish between internal combustion engines and electric. Automotus can also provide analytics on pedestrian activity, micromobility, and other general transportation related activity. All data is available via open APIs and can be integrated into existing systems and platforms and will remain compliant with the curb data specification (CDS).</p> <p>This data collected through Automotus provides valuable insights to cities, airports and universities as they evaluate policy and operational changes to make better use of their curb assets. Data collected through Automotus also provides significant value to users of the curb, as real-time and historical occupancy data can be used by commercial fleet operators to optimize delivery routes, and integrated into public-facing websites, applications, or wayfinding signage to provide insight into availability of spaces in a given area.</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>Automotus is committed to promoting the use of open data formats to provide interoperability for Sourcewell participating entities while also prioritizing cybersecurity, best practices in technology management, and protection of personal privacy.</p> <p>All event data collected through Automotus sensors is available via open APIs and can be integrated into existing systems and platforms and will remain compliant with the curb data specification (CDS). When automating curb operations with payment and enforcement, we can plug in seamlessly alongside a Sourcewell participating agency's existing service providers for services like violation issuance and processing. Sourcewell participating entities who partner with Automotus retain ownership of their data collected through our partnership.</p> <p>Automotus's SOC 2 certification underscores its commitment to the highest standards of security and data protection, providing clients with assurance that their sensitive information is managed responsibly and securely. This certification is a testament to Automotus's dedication to maintaining stringent data security protocols, instilling confidence and trust in its services among customers and stakeholders.</p> <p>Our technology has been private-by-design from the start. Unlike a surveillance system or traditional camera recording system, our optical sensors capture (1) de-identified sample image data to train our technology, (2) de-identified traffic and curb activity data to inform smarter policies, and (3) vehicle license plate information for the purpose of automatically processing parking payments and citations. License plate information is the only form of personally identifiable information (PII) we collect, and we never capture or share this information for any purpose other than to facilitate automated payment and automated enforcement of parking regulations.</p> <p>By design, our technology can only be used as a tool for cities to reduce congestion, emissions, and safety hazards as a result of the unprecedented rise in commercial vehicle traffic. It cannot be used as a resource for public safety authorities or police departments for any reason outside enforcing parking regulations, and the data we capture will never be sold to any third party.</p> <p>For more information on what our technology is (and is not), what information it collects, how we use (and do not use) it, and the steps we have taken both in the technology design and in our company practices to ensure we are protecting personal privacy in every possible way, you can review our complete privacy policy on our website: https://www.automotus.co/privacypolicy. We have also included a copy of our privacy policy in the Additional Documents</p>
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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 type="radio"/> Yes <input checked="" type="radio"/> No	No. While Automotus does not offer this service directly, we partner with leading vendors in this space including Modii, INRIX, CurblQ (a product of Arcadis), Passport, and Populus to provide Sourcewell participating entities with an integrated, best-in-breed curb management solution. As an example of how we can enhance systems of this type, occupancy data collected through Automotus can be integrated into digital inventory maps to agency staff, the public, and commercial fleet partners with real-time availability of parking spaces in areas monitored by Automotus sensors.

83	Sensors and cameras, including installation services.	<input checked="" type="radio"/> Yes <input type="radio"/> No	<p>Yes. Automotus provides and installs our CurbSight camera sensors which use first-of-its-kind computer vision technology that helps cities and airports make data-driven policy decisions, automate payment for commercial vehicle (un)loading and parking, automate labor-intensive enforcement operations, and incentivize adoption of electric vehicles. Detailed information on the capabilities of our sensors is provided in the Automotus Solution Information for Sourcewell and Automotus CurbSight Spec Sheet and Installation Guide documents uploaded in the Additional Documents section.</p>
84	<p>Issue application programming interfaces (APIs) and build services around them:</p> <ul style="list-style-type: none"> 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	<p>Automotus sensors gather real-time data on curb use, aiding in performance monitoring, sharing availability for parking and loading, enhancing wayfinding systems, and enabling predictive modeling. This data, when merged with historical or other data sources, assists in making informed decisions and tracking curb management program effectiveness.</p> <p>Our CurbSuite+ solution, detailed in the Automotus Solutions Overview for Sourcewell, offers real-time availability data to external systems and visualizes availability and violations on a map. Additionally, Automotus supports predictive modeling, helping Sourcewell agencies to better plan, allocate resources, and optimize curb usage.</p>
85	<p>Data, software, and hardware implementation, integration, and management;</p> <ul style="list-style-type: none"> 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	<p>Automotus excels in providing integrated curb management solutions, including data collection, software, and hardware implementation, integration, and management. Our approach ensures smooth internal and external system integration, aligning with current urban infrastructure. We effectively merge existing data with new, ongoing data collection, offering actionable insights. Additionally, our robust data warehousing methods securely organize and store extensive data, enabling easy access and analysis. Our comprehensive strategy makes Automotus a reliable choice for Sourcewell participating entities seeking efficient, data-driven curb management.</p>

86	Digitized permit systems, including dynamic pricing.	<input checked="" type="radio"/> Yes <input type="radio"/> No	<p>Yes. Automotus's CurbPass digital permitting system revolutionizes curb payments with its automated approach, functioning much like a toll road. CurbPass supports highly configurable rates and rules, including dynamic pricing. Our automated approach to permitting and payments eliminates the need for manual transactions each time a driver parks, as required by app or meter-based solutions. Our method enables Sourcewell agencies to implement per-minute charging for curb use, facilitating short parking or loading sessions (over 50% of loading zone parking sessions are shorter than 7 minutes in length). This usage-based charging is crucial for promoting turnover and compliance, key to a successful curb management program. This is in contrast to annual permits that offer unlimited access for a flat fee, which often don't encourage the necessary turnover.</p>
87	V2I technology with scalability.	<input type="radio"/> Yes <input checked="" type="radio"/> No	<p>No. The term "V2I" (Vehicle to Infrastructure) specifically refers to vehicles communicating with infrastructure directly. Automotus solutions are not technically V2I in this sense. However, our solutions can communicate with infrastructure, which can in turn interact with vehicles as applicable. So many of the use cases or applications where V2I would be used can also be supported by Automotus solutions.</p>
88	Intelligent transportation systems, such as transit signal priority, transportation system controllers, and digital signage.	<input checked="" type="radio"/> Yes <input type="radio"/> No	<p>Yes. Automotus utilizes advanced sensors and computer vision technology to accurately monitor and analyze vehicle presence and activities. This includes measuring dwell time, pinpointing vehicle locations, identifying vehicle types, and detecting unauthorized usage via license plate recognition. Our technology is built on open APIs which are compliant with CDS to support seamless integration with other systems, such as traffic signals, transportation controllers, or digital signage. This integration facilitates real-time, informed decision-making and communication, contributing to a cohesive and efficient Intelligent Transportation System.</p>

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

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

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

Documents

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

1. Documents in PDF format are preferred. Documents in Word, Excel, or compatible formats may also be provided.
2. Documents should NOT have a security password, as Sourcewell may not be able to open the file. It is your sole responsibility to ensure that the uploaded document(s) are not either defective, corrupted or blank and that the documents can be opened and viewed by Sourcewell.
3. Sourcewell may reject any response where any document(s) cannot be opened and viewed by Sourcewell.
4. If you need to upload more than one (1) document for a single item, you should combine the documents into one zipped file. If the zipped file contains more than one (1) document, ensure each document is named, in relation to the submission format item responding to. For example, if responding to the Marketing Plan category save the document as "Marketing Plan."
 - [Pricing](#) - Automotus Pricing for Sourcewell RFP.pdf - Monday December 04, 2023 15:05:26
 - Financial Strength and Stability (optional)
 - [Marketing Plan/Samples](#) - Automotus Marketing Plan and Samples for Sourcewell RFP.zip - Monday December 04, 2023 14:09:58
 - WMBE/MBE/SBE or Related Certificates (optional)
 - Warranty Information (optional)
 - [Standard Transaction Document Samples](#) - Sample Transaction Document - Automotus Scope of Work and Agreement .docx.pdf - Sunday December 03, 2023 15:35:19
 - Requested Exceptions (optional)
 - [Upload Additional Document](#) - Automotus Additional Documents for Sourcewell RFP.zip - Monday December 04, 2023 14:40:48

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. - Matt Brooker, Director of City Partnerships, Automotus, Inc.

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