

**Solicitation Number: RFP #060624****CONTRACT**

This Contract is between Sourcewell, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 (Sourcewell) and PSD Citywide (US) Inc., 148 Fullarton Street, 9th Floor, London, Ontario Canada N6A 5P3 (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 Software Solutions and Related Services for Public Sector and Education Administration from which Supplier was awarded a contract in Category 4.

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 October 25, 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 Sourcewell a current means to validate or authenticate Supplier's authorized dealers, distributors, or resellers relative to the Equipment, Products, and Services offered under this Contract, which will be incorporated into this Contract by reference. It is the Supplier's responsibility to ensure Sourcewell receives the most current information.

3. PRICING

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

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

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

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

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

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

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

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

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

4. PRODUCT AND PRICING CHANGE REQUESTS

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

- Identify the applicable Sourcewell contract number;

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

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

5. PARTICIPATION, CONTRACT ACCESS, AND PARTICIPATING ENTITY REQUIREMENTS

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

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

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

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

6. PARTICIPATING ENTITY USE AND PURCHASING

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

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

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

B. **ADDITIONAL TERMS AND CONDITIONS/PARTICIPATING ADDENDUM.** Additional terms and conditions to a purchase order, or other required transaction documentation, may be negotiated between a Participating Entity and Supplier, such as job or industry-specific requirements, legal requirements (e.g., affirmative action or immigration status requirements), or specific local policy requirements. Some Participating Entities may require the use of a Participating Addendum, the terms of which will be negotiated directly between the Participating Entity and the Supplier 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 Sourcwell for this Contract and must provide prompt notice to Sourcwell if that person is changed. The Account Representative will be responsible for:

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

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

8. REPORT ON CONTRACT SALES ACTIVITY AND ADMINISTRATIVE FEE PAYMENT

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

The Report must contain the following fields:

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

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

price to offset the Administrative Fee.

The Supplier will submit payment to 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. *Professional/Technical, Errors and Omissions, and/or Miscellaneous Professional Liability*. During the term of this Contract, Supplier will maintain coverage for all claims the Supplier may become legally obligated to pay resulting from any actual or alleged negligent act, error, or omission related to Supplier's professional services required under this Contract.

Minimum Limits:

\$2,000,000 per claim or event

\$2,000,000 – annual aggregate

6. *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 Sourcwell to immediately terminate this Contract for default.

B. CERTIFICATES OF INSURANCE. Prior to commencing under this Contract, Supplier must furnish to Sourcwell 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 Sourcwell, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 or sent to the Sourcwell 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 Sourcwell 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

PSD Citywide (US) Inc.

Signed by:
Jeremy Schwartz
C0FD2A139D06489...

By: _____
Jeremy Schwartz
Title: Chief Procurement Officer

Date: 10/25/2024 | 3:49 PM CDT

Signed by:
Matthew Dawe
7472E42EB6354CB...

By: _____
Matthew Dawe
Title: CEO

Date: 10/25/2024 | 11:27 AM CDT

RFP 060624 - Software Solutions and Related Services for Public Sector and Education Administration

Vendor Details

Company Name: PSD Citywide (US) Inc.
Address: 4830 West Kennedy Blvd
Suite 600
Tampa, Florida 33609
Contact: Matt Dawe
Email: mdawe@psdcitywide.com
Phone: 519-690-2565
HST#: FEIN: 37-2067303

Submission Details

Created On: Thursday May 30, 2024 14:09:53
Submitted On: Thursday June 20, 2024 14:02:15
Submitted By: Alex Alcala
Email: aalcala@psdcitywide.com
Transaction #: 383b27fc-b41c-4692-88d0-626559bcf599
Submitter's IP Address: 99.242.56.82

Specifications

Table 1: Proposer Identity & Authorized Representatives

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

Line Item	Question	Response *
1	Proposer Legal Name (one legal entity only): (In the event of award, will execute the resulting contract as "Supplier")	PSD Citywide (US) Inc.
2	Identify all subsidiary entities of the Proposer whose equipment, products, or services are included in the Proposal.	The sister entity of PSD Citywide (US) Inc. is PSD Citywide Inc. which was incorporated in Ontario, Canada in 1998. PSD Citywide Inc. provides software solutions and advisory services to customers which are largely comprised of municipal entities. PSD Citywide Inc. owns the intellectual property of the PSD Citywide software and has employees who implement, support and maintain the software and deliver advisory services. PSD Citywide (US) Inc. was incorporated in the State of Delaware in 2022. PSD Citywide (US) Inc. was incorporated for purposes of expanding into and doing business in the United States. Throughout this submission, references to "PSD Citywide" include both PSD Citywide Inc. and PSD Citywide (US) Inc.
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):	PSD Citywide's NCAGE code is L0VD4 and the SAM Unique Entity Identifier is L5FZGKKUCWJ1
5	Proposer Physical Address:	148 Fullarton Street, 9th Floor, London, Ontario, Canada, N6A 5P3
6	Proposer website address (or addresses):	www.psdcitywide.com
7	Proposer's Authorized Representative (name, title, address, email address & phone) (The representative must have authority to sign the "Proposer's Assurance of Compliance" on behalf of the Proposer and, in the event of award, will be expected to execute the resulting contract):	Matthew Dawe, CEO, 148 Fullarton Street, London, Ontario, Canada, N6A 5P3, mdawe@psdcitywide.com, 519-859-0454
8	Proposer's primary contact for this proposal (name, title, address, email address & phone):	Matthew Dawe, CEO, 148 Fullarton Street, London, Ontario, Canada, N6A 5P3, mdawe@psdcitywide.com, 519-859-0454
9	Proposer's other contacts for this proposal, if any (name, title, address, email address & phone):	Robert Henderson, Chief Financial Officer, 148 Fullarton Street, London, Ontario, Canada, N6A 5P3, rhenderson@psdcitywide.com, 519-690-2565

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>PSD Citywide is a leader in municipal software and advisory services. Managing over \$300 billion in municipal assets across North America, PSD Citywide brought to market the only all-in-one software communities can rely on for asset, maintenance, financial, GIS and permitting management. For more than 20 years, PSD Citywide has put communities first with the user-friendly software platform and expert multi-disciplinary Advisory Team of finance, engineering and former municipal professionals.</p> <p>PSD Citywide is a privately held firm that is incorporated in Canada and the United States. Headquartered in London, Ontario, Canada, PSD Citywide works closely with local governments, regions, agencies, utilities, universities, and First Nations communities from all over North America. Our client base is geographically and demographically diverse and includes hundreds of small, mid-sized, and large local governments with populations ranging from 100 to up to 1,300,000+. PSD's Citywide software solution is a suite of modules that support, enhance, and streamline asset management and maintenance management for public sector organizations. Citywide acts as a central and consolidated data repository for all asset classes, maintenance types, permits and land management needs, and budgeting concerns.</p> <p>PSD Citywide has an extensive background servicing local government, having completed over 600 software implementation projects for public sector organizations, encompassing all asset classes including roads, bridges, water, wastewater, storm, facilities, fleet, and other supportive infrastructure. Our best-in-class services and unparalleled product innovation will ensure our clients are equipped to identify significant annual cost savings, improve decision-making, reduce risk to their organization and community, and enhance service delivery to the public. Our business philosophy is centered around innovation. It is our goal to create a central source of truth. We do this by maintaining a large team of software developers to constantly improve our platform and respond to our customers' needs with continuous updates and new functionality.</p> <p>Our applications are web-hosted and require no additional third-party licenses, no additional onsite equipment, space, electrical, or onsite technical support staff. Our clients also enjoy immediate access to all tested and approved software enhancements and secure data backups.</p>
11	What are your company's expectations in the event of an award?	Should PSD Citywide be awarded this contract our sales team would cultivate the usage of it to prospective clients. We would utilize existing Sourcewell marketing material to complement PSD's own extensive sales and marketing initiatives. Our sales team would ensure that our target market is made aware of their accessibility to, and the benefits of the Sourcewell cooperative purchasing model.
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>PSD Citywide (which includes PSD Citywide Inc. & PSD Citywide (US) Inc.) has experienced financial stability since inception 20+ years ago, demonstrated by annual recurring revenue growth each year, above industry average customer retention and sufficient operating cash flow that has resulted in no external equity being funded onto the balance sheet.</p> <p>On the April 30 2024 balance sheet, cash and cash equivalents are more than outstanding debt. In 2023, PSD Citywide took on debt to fund geographical expansion throughout North America. Apart from 2023-2024, and 2016-2019 due to a strategic acquisition, PSD Citywide has not required any external debt, evidencing the positive operating cash flow of the business since inception 20+ years ago. PSD Citywide maintains strong and productive relationships with its commercial banker and lender as outlined in the attached reference letters.</p> <p>Over the past 5 years, PSD Citywide has had a 19% compound annual growth rate (CAGR) for its contracted annual recurring revenue. Through significant investment in product, sales & marketing, PSD Citywide anticipates existing customer revenue expansion as well as net new customer acquisition in the coming years. With a strong market opportunity, positive unit economics and supportive lenders, PSD Citywide sees a great opportunity to continue growing throughout North America.</p>
13	What is your US market share for the solutions that you are proposing?	<p>Several research firms and reports estimate the total Software as a Service (SaaS) market for state/local government and education to be roughly \$20-25 billion USD. In 2022, after 18 successful years in Canada, PSD Citywide began a strategic effort to enter the US market to capitalize on this opportunity.</p> <p>PSD Citywide identified a total addressable market (TAM) of 19.5K entities in the US as of July 31, 2019. Within the company's ideal customer profile (ICP), the serviceable available market (SAM) is 16.4K for the company's software and advisory services. The company is focused on attracting, educating, and converting prospects within its short-term serviceable obtainable market (SOM) of 1,000 prospective clients, aligning with its 4-year growth plan. Over the past two years, PSD Citywide has engaged 56% of this target market through sales and marketing, with 25% currently in various stages of the sales cycle.</p> <p>Partnerships are crucial to PSD Citywide's strategic expansion. In early 2024, the company partnered with WithersRavenel to offer an Asset Management and Lifecycle service powered by its Citywide Assets application, aligning with the US growth plan SOM/ICP market. Being a partner vendor of Sourcewell is another key strategy for growth in both the US and Canada. The Sourcewell partnership, along with the services offered through WithersRavenel, provides significant potential for delivering cost-effective, reliable, and innovative SaaS solutions.</p>
14	What is your Canadian market share for the solutions that you are proposing?	PSD Citywide is a market leader in Canada, with 1 out of every 3 citizens living in a community relying on at least one of the company's software solutions or advisory services. Nationally, the company has captured 19% of the total market, boasting more than 50% market share within Ontario, the largest province in terms of both the concentration of local governments and population. PSD Citywide's impressive footprint extends across every province in Canada and our continued expansion of the sales and support teams have led to continued expansion and our marketing leading customer retention rate in excess of 98%.
15	Has your business ever petitioned for bankruptcy protection? If so, explain in detail.	No, PSD Citywide (US) Inc. or PSD Citywide Inc. has never petitioned for bankruptcy protection. PSD Citywide has maintained financial stability since inception.
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>	Our organization is best described as a manufacturer of software and a provider of advisory services. We maintain a direct sales and support team to ensure high-quality service and customer satisfaction. Additionally, we have a single delivery partner in the United States, WithersRavenel, to facilitate, when needed, the efficient and reliable distribution of our products and services. PSD Citywide has an implementation team responsible for providing all aspects of our software delivery, encompassing everything from initial training and installation to ongoing support and maintenance. This dedicated team ensures that our clients receive comprehensive assistance throughout their entire journey with our software. Notably, this team is fully employed by PSD Citywide, guaranteeing consistent, high-quality service and a deep understanding of our products.
17	If applicable, provide a detailed explanation outlining the licenses and certifications that are both required to be held, and actually held, by your organization (including third parties and subcontractors that you use) in pursuit of the business contemplated by this RFP.	PSD Citywide has an implementation team responsible for providing all aspects of our software delivery, encompassing everything from initial training and installation to ongoing support and maintenance. This dedicated team ensures that our clients receive comprehensive assistance throughout their entire journey with our software. Notably, this team is fully employed by PSD Citywide, guaranteeing consistent, high-quality service and a deep understanding of our products.
18	Provide all "Suspension or Debarment" information that has applied to your organization during the past ten years.	PSD Citywide has had no suspensions or debarments since its establishment.

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	PSD Citywide received the 2021 Innovation award by the London Chamber of Commerce at its annual Business Achievement Awards gala, the largest event of its type in Canada. PSD Citywide was also a finalist for the London Chambers Award for Excellence in Human Resource in 2022. The company is a finalist for the 2024 Award for Excellence in People and Culture. PSD Citywide staff members are regularly invited as speakers at National and International conferences. This includes GFOA, ICMA, APWA and the Institute of Asset Management in the UK. PSD Citywide invests significant resources in its quest to design, develop and advance products and services for the public sector. Our efforts have been recognized and we have been the recipients annually within Canada's 'Scientific Research and Experimental Development' program. In this most recent year our efforts included two advancements in the following areas, 'Programmatic methods of data integration and decisioning', and Advanced mobile synchronization and dynamic rendering methods'.								
20	What percentage of your sales are to the governmental sector in the past three years	PSD Citywide is dedicated to serving the government and public sectors with over 600+ clients. With 98% of our sales coming from these areas, we have become reliable partners for municipalities, state agencies, and other public institutions. <table border="1"> <thead> <tr> <th>Year</th> <th>Percentage of Revenue</th> </tr> </thead> <tbody> <tr> <td>2021</td> <td>97%</td> </tr> <tr> <td>2022</td> <td>98%</td> </tr> <tr> <td>2023</td> <td>98%</td> </tr> </tbody> </table>	Year	Percentage of Revenue	2021	97%	2022	98%	2023	98%
Year	Percentage of Revenue									
2021	97%									
2022	98%									
2023	98%									
21	What percentage of your sales are to the education sector in the past three years	While PSD Citywide currently does not have sales within the education sector for the last three years, it is a market we are actively expanding into. Our tools are well-suited to address the needs of educational institutions, and we are currently in advanced negotiations with large education organizations. We plan to continue targeting this sector, confident that our solutions can bring value to schools and universities by enhancing their operational efficiency and service delivery. Currently, we have two Educational Institutions using our solutions.								
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?	PSD Citywide entered into a Master Agreement with OEMC in December 2023. Anticipated volume for this contract over the next three years is expected to range between \$1-\$5M. While the majority of PSD's clients have been local governments, our ongoing commitment to the continued development of our Enterprise system enabled PSD to participate in a very rigorous vetting by OEMC and one of its members. This member is one of the largest Colleges in Canada and part of 17 college collaboration seeking a vendor that can best support their software requirements for both the present and future. PSD demonstrated the capabilities of our system, our commitment to ongoing development, exceptional support and customer success. This process and outcome has confirmed that PSD Citywide products and services are not only market ready for expansion within the educational sector but also in this case selected as best in class.								
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?	At the present time PSD Citywide does not have in place any GSA contracts or Standing Offers/Supply Arrangements. Our focus over the last two years has been to develop our brand within the US and to exhaustively gather market intelligence. PSD fully comprehends the strategic value that Sourcewell can bring to our efforts in the US and we firmly believe that PSD can also bring value to Sourcewell within the Canadian market space.								

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 *
Town of LaSalle, Ontario	Nick DiGesù	519-969-7770 Ext. 1281
City of Pickering, Ontario	Julie Robertson	905-420-4660 Ext. 2185
City of Stratford, Ontario	Kelsey Hammond	(519) 271-0250

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 *
Confidential	Government	AB - Alberta	Asset Management and CMMS Software	4 modules included	\$504,500.00
Confidential	Government	ON - Ontario	Asset Management and CMMS Software	4 modules included	\$513,000.00
Confidential	Government	ON - Ontario	Asset Management and CMMS Software	4 modules included	\$486,000.00
Confidential	Government	BC - British Columbia	CMMS Software	3 modules included	\$565,000.00
Confidential	Government	ON - Ontario	CMMS Software	3 modules included	\$415,000.00

Table 6: Ability to Sell and Deliver Service

Describe your company's capability to meet the needs of Sourcewell participating entities across the US and Canada, as applicable.

Your response should address in detail at least the following areas: locations of your network of sales and service providers, the number of workers (full-time equivalents) involved in each sector, whether these workers are your direct employees (or employees of a third party), and any overlap between the sales and service functions.

Line Item	Question	Response *
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26	Sales force.	<p>PSD Citywide is strategically positioned to meet the needs of Sourcewell participating entities across both the United States and Canada through a comprehensive network of sales specialists and consultants within our advisory and implementation groups. Our presence includes regional offices and remote teams that ensure localized support and rapid response times. Key locations include:</p> <p>In the United States, we have offices in Tampa, Los Angeles, and Dallas. Additionally, we have remote sales team members dispersed throughout the country. In Canada, our global headquarters are based in London, Ontario, with a regional office located in Victoria, British Columbia. Both our US and Canadian teams are well-versed in state/provincial regulations and municipal needs across their respective countries.</p> <p>Our team is composed of highly skilled professionals dedicated to both sales and service functions, ensuring that we can address the needs of Sourcewell participating entities efficiently.</p> <p>In the United States, we have seven (7) full-time sales representatives, while in Canada, we have three (3) full-time sales representatives, three (3) Regional Managers, and three (3) Customer Support team members. These sales teams are responsible for engaging with potential clients, understanding their unique requirements, and providing tailored solutions from our product suite.</p> <p>The company also has a dedicated Service and Support team responsible for the implementation of our software and advisory services. Based in Canada, we have eighteen (18) full-time service providers. Our service team handles implementation, training, ongoing support, and maintenance, ensuring that clients receive continuous and reliable service. In the United States, we have a strategic partnership with WithersRavenel, based in Cary, North Carolina. This relationship allows us to leverage specific local expertise to US-based organizations on top of our experienced internal service and support staff based in Canada.</p> <p>Integrated Approach:</p> <p>While our sales and service functions are distinct, there is a significant overlap to ensure seamless transitions from sales to implementation and ongoing support. Our sales representatives work closely with service teams to provide a cohesive client experience. This collaboration includes joint meetings, shared CRM systems, and coordinated project timelines.</p> <p>Client Onboarding:</p> <p>During the client onboarding process, sales representatives introduce service providers early on to ensure that clients are comfortable and familiar with the team that will be handling their implementation and support.</p> <p>Feedback Loop:</p> <p>Continuous feedback between sales and service teams helps us refine our offerings and address any emerging needs promptly. This integrated approach ensures that our clients benefit from a well-rounded and supportive relationship with PSD Citywide.</p> <p>In conclusion, PSD Citywide is fully equipped to meet the needs of Sourcewell participating entities across the US and Canada. Our robust network of sales and service providers, sales representatives, and integrated approach between sales and service functions enable us to deliver top-tier solutions and support to local governments, ensuring their operations are efficient and effective.</p>
27	Dealer network or other distribution methods.	<p>PSD Citywide is well-equipped to meet the needs of Sourcewell participating entities across the United States and Canada, leveraging our robust in-house network of sales and service providers, as well as our strategic partnership with WithersRavenel. Sales and service functions are handled by direct employees of PSD Citywide. This includes sales representatives, the customer support team, marketing, and implementation specialists who work closely with clients to ensure successful deployment and ongoing support of PSD Citywide solutions.</p> <p>The company's dedicated sales team covers all key regions across the United States, based in one of three support offices: Tampa, Dallas, and Los Angeles. The company has six (6) Account Managers and one (1) Business Development representative strategically located to ensure comprehensive coverage and quick response times to US-based clients. In Canada, the company has three (3) dedicated Account Managers based out of the London, Ontario and Victoria, British Columbia offices to support new and existing clients across the country.</p> <p>These local resources are supported by a team of three (3) Regional Managers, three (3) Customer Success Representatives, and eighteen (18) Implementation Advisors who help support the onboarding and ongoing success of clients across North America. The marketing team consists of seven (7) full-time and two (2) part-time team members.</p> <p>WithersRavenel, a strategic partner based in North Carolina, enhances PSD Citywide's service delivery capabilities in the US. Their expertise in engineering and consulting services, combined with PSD Citywide's software solutions, ensures the company can meet the complex needs of various municipalities. WithersRavenel contributes 15 full-time professionals dedicated to the joint service offerings as part of this relationship, along with access to their broader team of 450 professionals on an as needed basis for various projects.</p>
28	Service force.	<p>At this time, PSD Citywide offers cloud-based software and advisory services, all of which are managed through our in-house team, eliminating the need for a dealer or distribution network. At PSD Citywide, the sales and service teams work in close collaboration to ensure a seamless client experience. Sales representatives are well-versed in the technical aspects of the company's solutions, allowing them to effectively communicate benefits and set accurate expectations with potential clients. The service team takes over post-sale, managing the implementation process and providing ongoing support. This integrated approach ensures continuity and has helped the company build long-term relationships with clients.</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 ordering process at PSD Citywide begins with the development of a detailed proposal. This proposal is created in close collaboration with the client to ensure that all project requirements and items are thoroughly reviewed. The proposer, PSD Citywide, takes the lead in this stage by working directly with the client to understand their needs, define the project scope, and outline the necessary steps to achieve the desired outcomes. Once the proposal is accepted and the project scope is finalized, PSD Citywide provides a project charter to the client. This charter includes a comprehensive summary of the implementation scope, terms of payment, time frame, and any other relevant information pertinent to the project. The project charter serves as a formal agreement that guides the execution of the project, ensuring all parties have a clear understanding of their roles and responsibilities. This structured approach allows for a smooth and coordinated execution, leveraging the strengths and expertise of all involved parties to deliver a successful project.</p> <p>Once the proposal is accepted and the project scope is finalized, PSD Citywide provides a project charter to the client. This charter includes a comprehensive summary of the implementation scope, terms of payment, time frame, and any other relevant information pertinent to the project. The project charter serves as a formal agreement that guides the execution of the project, ensuring all parties have a clear understanding of their roles and responsibilities.</p>

30	Describe your strategy related to implementation, integration, and use of implementation partners.	<p>PSD Citywide provides comprehensive enterprise software that is configured specifically for each client's unique needs. Our virtual implementation services include in-depth project planning, data migration, system configuration/set-up, training, testing, go-live support, and post-implementation support services throughout the duration of the contract. Our implementation methodology adapts to both single-phase and multi-phase projects for a single product or various.</p> <p>The Implementation Work Plan outlines the key phases and activities of our implementation approach.</p> <ul style="list-style-type: none"> - Project Management: We will maintain strong project management throughout the implementation, including regular meetings, weekly client updates, and adjustments to resources as needed, ensuring effective communication and project oversight. - Project Initiation and Planning: This phase involves initial project resourcing, kickoff preparation and meetings with key client resources, and the development of a detailed project work plan. - Data Analysis: We will provide blank data templates to the client, and upon completion, these templates will be delivered to the PSD Team. This phase aims to gather essential data for the project. - Data Formatting & Upload: This phase involves configuring and uploading client data into the system, ensuring that all data is available for use as needed. - Admin User Training & Workshops: Key users will participate in process workshops and receive admin user training to ensure their comfort with the system. - System Configuration: We will prepare and deliver a testing plan, refine configurations, and finalize work processes, configurations, and user profiles, completing the setup of the system. - User Acceptance Testing: The client will execute user acceptance testing, a critical milestone in ensuring that the system aligns with their requirements and expectations. - End User Training & Go-Live: End users will undergo training, and the client's go-live phase will be executed. - Go-Live Support: We will provide support during and after the go-live phase to address any questions or issues. - Project Closure: The implementation will conclude with a project closure meeting, transitioning the client to PSD Citywide Support, and providing an external project report. <p>This comprehensive work plan ensures a structured and well-managed implementation process, with clear milestones and deliverables at each stage of our system implementation.</p> <p>PSD ensures the client's staff have the opportunity for ongoing knowledge and process development over the course of this project as they work directly with our team of subject matter experts (SMEs). Our project manager will maintain strong project communication, quality assurance, and risk and change management processes that draw from the Project Management Body of Knowledge (PMBOK) 6th and 7th Editions to ensure expectations are exceeded.</p> <p>PSD Citywide does all implementation work in house and does not use any third party implementation partners.</p>
31	<p>Describe in detail the process and procedure of your customer service program, if applicable.</p> <p>Include your response-time capabilities and commitments, as well as any incentives that help your providers meet your stated service goals or promises.</p>	<p>PSD Citywide has been providing services to the public sector since our founding in 2003. We collaborate closely with our clients to help them achieve their goals. PSD Citywide has a retention rate of 98% with a 95% customer satisfaction rating and 99.96% uptime in our system. Each PSD Citywide client is assigned an Account Manager and a Customer Success representative, to ensure full support of our system.</p> <p>Our Software Support Team is well-equipped to resolve technical difficulties experienced by the client throughout the duration of the contract and will be happy to engage with client staff directly throughout the troubleshooting process. Support is provided out of our London, Ontario offices, and is available from 8:30am to 5pm EST, Monday through Friday (excluding statutory holidays) though we will always return your call/email on the same day and will usually resolve any problem within 24 hours. We provide the following direct support options:</p> <ul style="list-style-type: none"> • Telephone support is available from 8:30am to 5:00pm EST, Monday through Friday. • E-mail support is available from 8:30am to 5:00pm EST, Monday through Friday via the PSD Citywide support email. • Should clients require additional support beyond the above options or outside of specified business hours, this can be facilitated through the devoted Account Manager or Client Success Representative assigned to the client. <p>Citywide Support Centre</p> <p>Customer support is also available through the Citywide Support Centre, which offers an FAQ page, video tutorials, the ability to create a support request directly through the system, detailed user guides. All these resources are provided as part of PSD Citywide's annual support and are available once the software solution has been implemented and is accessible to staff.</p>
32	Describe your ability and willingness to provide your products and services to Sourcewell participating entities in the United States.	Each partner's role is clearly delineated to avoid any overlap or confusion. PSD Citywide remains responsible for overseeing the entire project, ensuring that all components are integrated seamlessly and that the client's needs are met efficiently. This structured approach allows for a smooth and coordinated execution, leveraging the strengths and expertise of all involved parties to deliver a successful project.
33	Describe your ability and willingness to provide your products and services to Sourcewell participating entities in Canada.	Our Software Support Team is well-equipped to resolve technical difficulties experienced by the client throughout the duration of the contract and will be happy to engage with client staff directly throughout the troubleshooting process. Support is provided out of our London, Ontario offices, and is available from 8:30am to 5pm EST, Monday through Friday (excluding statutory holidays) though we will always return your call/email on the same day and will usually resolve any problem within 24 hours.
34	Identify any geographic areas of the United States or Canada that you will NOT be fully serving through the proposed contract.	PSD Citywide does not have geographic limitations that would prevent us from serving any area of the United States or Canada that is adequately provisioned with internet service to deploy our software.
35	<p>Identify any Sourcewell participating entity sectors (i.e., government, education, not-for-profit) that you will NOT be fully serving through the proposed contract.</p> <p>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?</p>	Each partner's role is clearly delineated to avoid any overlap or confusion. PSD Citywide remains responsible for overseeing the entire project, ensuring that all components are integrated seamlessly and that the client's needs are met efficiently. This structured approach allows for a smooth and coordinated execution, leveraging the strengths and expertise of all involved parties to deliver a successful project.
36	Define any specific contract requirements or restrictions that would apply to our participating entities in Hawaii and Alaska and in US Territories.	None. PSD Citywide is able to service these locations virtually with no restrictions. This virtual capability ensures that all clients receive the same high level of service and support, without the need for physical presence.

Table 7: Marketing Plan

Line Item	Question	Response *
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<p>37</p>	<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 marketing strategy for promoting this contract opportunity is multi-faceted, ensuring maximum reach and engagement across various channels. Here's an outline of our proposed approach (with recent audience/follower counts in brackets):</p> <p>Targeted Digital Marketing</p> <p>PSD Citywide has a large CASL-compliant email subscriber base (+6,300) in both Canada, and the United States. As we do with every campaign, we will utilize segmented email lists to target specific audiences such as local government officials, public works departments, and industry professionals. Each email will contain tailored content highlighting the unique benefits and features of this contract opportunity, along with clear calls to action. Further, ongoing promotion of the new relationship will be done through our monthly eNewsletter (1,512).</p> <p>PSD Citywide also has a strong Social Media marketing strategy that sees annual follower growth of +125%. We will leverage platforms like LinkedIn (+9,000), X (+1,900), and others to reach our target audience. Regular posts and updates will be shared, including infographics, testimonials, and case studies that demonstrate the value of this contract opportunity.</p> <p>Finally, PSD Citywide has a dedicated content marketing team and in-house resources focused on search engine optimization (SEO). Informative blog articles and whitepapers will be produced that delve into the specifics of the contract, its benefits, and success stories throughout the relationships. All content will be optimized for search engines to ensure high visibility.</p> <p>Traditional Marketing</p> <p>In terms of traditional marketing, we will issue press releases to industry publications and local news outlets to announce the contract opportunity, highlighting its significance and benefits. Brochures and flyers detailing the contract will be distributed at industry conferences, trade shows, and local government meetings. Each year, PSD Citywide participates in more than 40 events across North America, including but not limited to APWA-PWX, ICMA, MFOA, CNAM, and multiple state and provincial association shows.</p> <p>Direct Outreach</p> <p>PSD Citywide uses direct account-based marketing along with webinars and workshops throughout the year. For this relationship, we will host informational webinars and workshops that will provide potential bidders with a comprehensive understanding of the contract requirements and benefits. In addition, we will arrange one-on-one meetings with key stakeholders to answer questions and provide personalized insights into the contract opportunity.</p> <p>Monitoring and Adjustment</p> <p>PSD Citywide relies on several tools for monitoring campaign performance and adjusting accordingly. We will closely monitor the performance of our marketing efforts using analytics tools and adjust our strategy based on feedback and engagement metrics.</p> <p>In the document upload section of our response, you will find samples of our marketing materials, including:</p> <ul style="list-style-type: none"> - Example email campaign templates - Example of Social media posts related to partner announcements <p>These materials are just a sample to illustrate our commitment to effectively promoting this contract opportunity and ensuring its success by engaging the right audience through multiple channels.</p>
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<p>38</p>	<p>Describe your use of technology and digital data (e.g., social media, metadata usage) to enhance marketing effectiveness.</p>	<p>Our approach to enhancing marketing effectiveness through technology and digital data is comprehensive, leveraging advanced tools and strategies to reach our target audience effectively. PSD Citywide has invested significantly into its marketing technology stack, leveraging tools like Hubspot, Salesforce, SEMRush, Go-to-Webinar, Eventbrite, MailChimp, and Wordpress, to name a few. Here's how we incorporate technology and digital data:</p> <p>Social Media</p> <p>Using platforms like LinkedIn, Facebook, and X, we create targeted social posts and ad campaigns to reach specific demographics based on interests, job titles, and geographic locations. We utilize analytics tools provided by these platforms along with HubSpot, our marketing CRM to track engagement rates, click-through rates, and conversion rates, allowing us to refine our strategies in real-time.</p> <p>Content Scheduling and Management</p> <p>Tools like HubSpot help us schedule posts in advance and optimize them for engagement, ensuring consistent and timely content delivery. These tools also provide insights into the performance of each post, helping us understand what type of content resonates most with our audience.</p> <p>Search Engine Optimization (SEO)</p> <p>We use tools like Google Keyword Planner and SEMrush to identify relevant keywords and incorporate them into our content, ensuring higher visibility on search engines. Optimizing meta titles, descriptions, and tags for our web pages and blog posts helps improve click-through rates and search engine rankings.</p> <p>Analytics and Reporting</p> <p>We track website traffic, user behavior, and conversion paths to understand how visitors interact with our site. We also have advanced tracking of all campaigns managed within Salesforce, allowing us to measure and understand influence on each opportunity and sale. This data helps us identify areas for improvement and optimize our marketing strategies.</p> <p>Customer Relationship Management (CRM)</p> <p>We integrate both Salesforce and HubSpot with our marketing platforms to maintain a unified view of customer interactions. This helps in personalizing our marketing efforts and nurturing our audience more effectively. Further, automated workflows within HubSpot ensure timely follow-ups and consistent communication with prospects and clients.</p> <p>Email Marketing</p> <p>Using email marketing platforms including HubSpot and Mailchimp, we segment our email lists based on various criteria (e.g., industry, engagement level) and personalize content to enhance relevance and engagement. We conduct A/B tests on subject lines, email content, and call-to-action buttons to determine the most effective strategies for our audience. We also rely on AI tools to optimize the content to continuously increase engagement.</p> <p>Market Research and Surveys</p> <p>Utilizing tools like SurveyMonkey, we gather feedback from our audience to understand their needs and preferences, which informs our content and campaign strategies. We also engage in regular Net Promoter Score (NPS) and Customer Satisfaction Surveys (CSAT) to solicit feedback from our clients, allowing us to continuously optimize the experience and the content we deliver.</p> <p>Performance Tracking and Optimization</p> <p>Creating real-time dashboards within both Salesforce and HubSpot helps us monitor key performance indicators (KPIs) and make data-driven decisions quickly. Regularly analyzing campaign performance and audience engagement data allows us to continuously refine our marketing efforts for maximum effectiveness.</p> <p>By leveraging these processes, technologies and digital data strategies, we enhance our marketing effectiveness, ensuring that our campaigns are targeted, engaging, and yield measurable results.</p>
<p>39</p>	<p>In your view, what is Sourcewell's role in promoting contracts arising out of this RFP?</p> <p>How will you integrate a Sourcewell-awarded contract into your sales process?</p>	<p>Sourcewell plays a crucial role in promoting contracts arising out of this RFP by serving as a trusted intermediary between vendors and public sector entities. As a leading cooperative purchasing organization, Sourcewell facilitates the procurement process by pre-vetting vendors and offering a streamlined, compliant purchasing pathway for public agencies. Their role includes:</p> <ol style="list-style-type: none"> 1) Pre-Vetting Vendors: Sourcewell conducts rigorous assessments of vendors' products and services, ensuring that only high-quality, reliable options are available to member agencies. 2) Marketing and Promotion: Sourcewell actively promotes awarded contracts through various channels, including their website, newsletters, webinars, and direct communications with member agencies. This increases visibility and trust in the vendors they endorse. 3) Facilitating Relationships: By connecting vendors with potential clients, Sourcewell helps foster relationships that might not have been established otherwise, ensuring that public sector entities have access to the best available solutions. <p>Integrating a Sourcewell-awarded contract into our sales process involves several strategic steps to maximize efficiency and capitalize on the benefits provided by Sourcewell's endorsement:</p> <ol style="list-style-type: none"> 1) Training and Awareness: We will begin by training our sales team on the specifics of the Sourcewell-awarded contract, ensuring they understand the benefits and unique selling points associated with this partnership. This includes familiarizing them with Sourcewell's procurement processes and the value proposition for potential clients. All processes will be integrated into our Salesforce CRM for full-transparency and reporting to Sourcewell, when required. 2) Marketing and Outreach: Leveraging Sourcewell's promotional channels, we will integrate their marketing resources into our own campaigns. This includes co-branded marketing materials, joint webinars, and utilizing Sourcewell's platform to reach a wider audience. Our marketing efforts will highlight the ease of procurement and the trusted vetting process Sourcewell provides. 3) Streamlined Procurement: Our sales process will emphasize the streamlined procurement pathway offered through Sourcewell. We will educate potential clients on how they can bypass lengthy RFP processes by purchasing directly through Sourcewell, reducing administrative burdens and speeding up decision-making. 4) Client Communication: We will proactively communicate with existing and potential clients about the benefits of using the Sourcewell-awarded contract. This includes personalized emails, direct calls, and presentations that explain how partnering with PSD Citywide through Sourcewell can save time and resources. 5) Support and Follow-Up: Throughout the sales process, we will provide dedicated support to clients navigating the Sourcewell procurement pathway. This ensures a smooth transition from interest to purchase, reinforcing our commitment to customer satisfaction and leveraging the trust Sourcewell has established. <p>By integrating these strategies, we aim to enhance our sales process, expand our reach within the public sector, and provide a seamless, efficient purchasing experience for our clients through the Sourcewell partnership.</p>

40	<p>Are your products or services available through an e-procurement ordering process?</p> <p>If so, describe your e-procurement system and how governmental and educational customers have used it.</p>	<p>Currently, PSD Citywide products and services are not offered through an e-procurement ordering process. The purchase of Citywide is done through a consultative process that takes into account each customer's pain points. This purchasing processes allows us to provide systems that help our customers optimize their organizations' operations.</p>
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Table 8: Value-Added Attributes

Line Item	Question	Response *
41	<p>Describe any product, equipment, maintenance, or operator training programs that you offer to Sourcwell participating entities.</p>	<p>PSD follows the "Train the Trainer" model such that Client Admin users are trained to be comfortable with the system functionality to the level where they can conduct in-house end user training with additional users. Training can occur on-site or remotely (via the web or phone). On-site training is subject to standard travel and accommodation expenses. Our internal client support and implementation team members provide training. We do not outsource this service.</p> <p>We typically use a train-the-trainer approach so that client staff are trained as experts in the system. This approach typically results in greater knowledge-transfer and self-sufficiency within the client organization in the long term. Users will be fully capable of conducting their own end-user training and will therefore be able to scale the overall number of users of their new system over time, as more new end-users are added. However, we can also host training sessions with additional users if the clients prefer full user training over the train the trainer approach.</p> <p>Online Support Center Customer support is also available through the Citywide Support Centre, which offers an FAQ page, video tutorials, the ability to create a support request directly through the system, detailed user guides. All these resources are included as part of PSD Citywide's annual support and are available once the software solution has been implemented and is accessible to staff.</p>
42	<p>Describe any technological advances that your proposed products or services offer.</p>	<p>PSD Citywide is a leading provider of enterprise asset management advisory and software solutions. We bring the only holistic solution of software, services and data that allow our public sector clients to make better decisions. We have a 99% retention rate and follow a CI/CD (Continuous Integration/Continuous Deployment) methodology that allows our products and services to continue to lead in the marketplace.</p> <p>Our SaaS software solutions are based on a modern web technology stack and incorporate several technological advances designed to deliver superior performance, scalability, and user experience. Here are some key technological advances that our offerings provide:</p> <ol style="list-style-type: none"> 1. Containerization and Orchestration <ul style="list-style-type: none"> - Consistency: Containers ensure that applications run the same way in development, testing, and production environments. - Resource Efficiency: Containers share the host OS kernel, making them more lightweight compared to traditional virtual machines. - Automation: Orchestration of container-technology, ensuring optimal performance and resource utilization. 2. Advanced Data Analytics and Machine Learning <ul style="list-style-type: none"> - Predictive Analytics: Helps in forecasting trends, identifying potential issues before they arise, and making data-driven decisions. - Automation: Automates routine tasks, such as customer support chatbots, which improve efficiency and customer satisfaction. - Large Language Models (LLMs) and Generative AI: We leverage LLMs to assist our clients with support enquiries. We have a Citywide chatbot, and are currently developing another LLM which will assist clients with querying their own data in a free-form fashion. 3. Robust API Ecosystem <ul style="list-style-type: none"> - Integration: Well-documented APIs enable seamless integration with third-party applications, enhancing our platform's capabilities. - Flexibility: APIs provide flexibility for customers to build custom solutions tailored to their specific needs. 4. Real-time Data Processing <ul style="list-style-type: none"> - Field Applications: Extend your technology and processes into the field by using our native mobile applications (iOS and Android) to allow field staff to complete their work and sync data back to our servers for immediate processing. - Interactive User Experience: Enhances the responsiveness and interactivity of our applications, crucial for applications like collaboration tools and live data dashboards. 5. Enhanced Security Protocols <ul style="list-style-type: none"> - Zero Trust Architecture: Implements strict identity verification for every person and device attempting to access resources, minimizing security risks. - End-to-End Encryption: Ensures that data is encrypted during transmission to protect against unauthorized access. - Regular Audits and Compliance: Conducts regular security audits and adheres to industry standards and regulations (e.g., OWASP, CSA) to maintain high security and compliance levels. 6. Continuous Integration and Continuous Deployment (CI/CD) <ul style="list-style-type: none"> - Automation: Automates the deployment pipeline, ensuring that new code is tested, integrated, and deployed quickly and reliably. - Reduced Time to Market: Frequent releases allow for rapid iteration and delivery of new features to users. 7. User Experience (UX) and User Interface (UI) Innovations <ul style="list-style-type: none"> - Responsive Design: Ensures optimal performance and usability across various devices and screen sizes. - Intuitive Interfaces: Focus on creating user-friendly interfaces that enhance productivity and reduce learning curves. 8. Geospatial Data <ul style="list-style-type: none"> - Visualize: Maps and spatial visualizations make complex data more understandable and actionable. - Spatial Analysis: Provides insights into spatial patterns and relationships, aiding in more informed decision-making - Asset Management: Tracks the location and status of assets, enhancing maintenance and deployment efficiency. 9. Mobile Applications <ul style="list-style-type: none"> - Our native mobile applications enhance the value of traditional SaaS web-based software by providing greater accessibility, leveraging device capabilities, improving user experience, and increasing productivity. They facilitate real-time data access, ensure security, and offer scalable solutions tailored to specific needs, ultimately driving efficiency and effectiveness in the field. - Anywhere, Anytime Access: Native mobile apps allow users to access PSD Citywide applications on the go, providing flexibility to work from any location without the need for a desktop or laptop. - Offline Capabilities: Many native apps can store data locally and synchronize with the cloud when connectivity is restored, enabling users to work even without an internet connection. - Field Data Collection: Enables seamless data entry and collection directly from the field, reducing the need for manual data transfer and minimizing errors. 10. Cloud-native Infrastructure <ul style="list-style-type: none"> - Flexibility: Leveraging cloud services for storage, computing, and networking ensures high availability and flexibility. - Global Reach: Cloud infrastructure capabilities allow us to serve customers, in their own region(s), with minimal latency. <p>These technological advancements collectively ensure that our SaaS products offer unparalleled performance, reliability, and user satisfaction, positioning us as a leader in the industry.</p>

43	<p>Please describe your software innovation maturity related to the following technology areas:</p> <ul style="list-style-type: none"> o Machine learning o Natural language processing o Virtual assistants/chatbots o Predictive analytics o Big data analytics o AI/Generative AI 	<p>Machine learning - We leverage commercial AI/Generative AI tools which are based upon the broader concept of Machine Learning and Natural Language Processing (NLP).</p> <p>Natural language processing - We leverage large language models (LLMs) which are a type of NLP but much more powerful and sophisticated.</p> <p>Virtual assistants/chatbots - Citywide has 2 chatbots in development/circulation that are both based on LLMs. Our LLMs have been trained on our vast library of internal and external documentation that provides the source material for our Citywide Support chatbot. We are also developing a second LLM which will allow our individual clients to query their own data using a free-form, chatbot prompt format.</p> <p>Predictive analytics - Citywide Decision Support is based on mathematical models that provide near-optimization of their infrastructure data using Cost, Time, Condition and Risk as competing entities.</p> <p>Big data analytics - PSD Citywide offers a robust API library and OLAP data structures that allow our customers and technology partners to update, query, process and analyze data from Citywide SaaS applications. Clients simply use common tools such as Power BI, FME or Tableau to gain insight from the data in our applications.</p> <p>AI/Generative AI - Our chatbots are trained by generative AI tools.</p>
44	Describe connectivity and integration capabilities between your offered solution(s) and other software systems.	Citywide allows for integration with other software systems to provide functionality across platforms without the need for double entry. Integration effort can range from low to high according to the complexity of the tasks required and according to the medium selected to perform the integration, such as data dumps being passed back and forth, direct database connections, or API calls. Typically, integration requirements can be handled using the proposed Citywide solutions import/export functionality or Citywide's API library.
45	Describe your migration, customization, configuration, and upgrade processes.	<p>Data Migration can be a complex process and demands that solid requirements are well defined in order to prepare for the data migration process. During the project initiation stage, PSD Citywide will help the client determine the needs for data to be migrated from any legacy system into our products with a Data Migration Plan. Decisions will be made jointly via a thorough analysis of the legacy system data and how or if the legacy data should be targeted to be migrated to Citywide.</p> <p>Data gathering and migration will require the most effort from the client's team. During the "Data Gathering" phase, our implementation specialists will advise the client on data gathering best practices, and be available to provide support and answer questions throughout the process. Our analysts will then begin the process of migrating the data into our systems with the use of templates. This process enables our staff to manage the data migration process more thoroughly, while instilling maximum confidence in the reliability and completeness of the database. The client can also easily confirm that the right information is being collected and uploaded.</p> <p>Data Gap Analysis After obtaining all relevant infrastructure information at the highest level of detail available, our team will review the populated templates for consistency and completeness, identifying any gaps in current datasets and determining where the client should focus its efforts to eliminate those gaps.</p> <p>Our staff possess extensive experience with data gap analyses, data consolidation, and cross-system coordination of asset data, and will focus efforts on areas that will allow the client to get the solution up and running as quickly and efficiently as possible.</p> <p>Data Review Meeting Our project manager will schedule a meeting with appropriate client staff to review the results of the initial gap analysis, including any inconsistencies we have found within the data or additional data that must be supplied by the client to move forward.</p> <p>Client Provides Outstanding Data Additional time can be allotted for the client to collect or create solutions for any missing data identified throughout the gap analysis. We can assist with this process and provide advice to the client on the best practices for filling in the gaps. The stage's duration may be adjusted at this time based on the scope of the outstanding data and the time the client will need to provide it.</p> <p>Configuration Our systems are customized for each client depending on business and operational needs. The system is designed to be easily configurable by not only our staff, but also users. Visual customizations can also be done to our external facing sites to ensure brand continuity for our clients.</p> <p>Upgrade Processes Citywide releases updates and bug fixes on a weekly basis to ensure all applications function properly. Major software updates to Citywide are performed quarterly to upgrade the system and add new functionality and software optimization. Users can also expect one-off releases on a case-by-case basis. Updates to Citywide modules are made on the server-side and are available to users as soon as the update is complete with minimal-to-no downtime.</p>
46	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.	The digital environment of PSD Citywide's Software Platform reduces, and in most cases, eliminates the need for paper across all service groups. The mobile applications for operations staff eliminate a great deal of vehicle emissions by efficient and real-time communication to staff in the field. Significant reductions in back-and-forth travel to customer owned locations looking for items such as parts and materials needed for operations activities can be made as staff can see their daily overviews and equipment and jobs that are scheduled for that day. Those reductions can also be made as staff can use the GIS map component of the mobile applications to look for other issues or work orders in the area they are in, instead of being dispatched to that location at another time. The efficiencies and impacts to the green practices are immeasurable as the tools become more ingrained into the everyday routines our client's organization.
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.	PSD Citywide does not hold any third-party issued labels, ratings, or certifications.
48	Describe your strategy related to ecosystem partners for additional functionalities or capabilities.	PSD Citywide offers flexible APIs that enable our clients to integrate seamlessly with other systems, enhancing their overall ecosystem. These APIs allow clients to collaborate with external partners to incorporate additional functionalities and support initiatives that benefit their operations. By using our APIs, clients can customize their workflows, improve data interoperability, and extend the capabilities of their existing systems. This flexibility helps clients build a more efficient and tailored ecosystem to meet their specific needs and goals.
49	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.	PSD Citywide would not be applicable for these certifications. However, we have an inclusive hiring policy that ensures we get the best talent regardless.

50	<p>What unique attributes does your company, your products, or your services offer to Sourcwell participating entities? What makes your proposed solutions unique in your industry as it applies to Sourcwell participating entities?</p>	<p>PSD Citywide stands out in the field of municipal software and advisory services, managing over \$300 billion in municipal assets across North America. What sets us apart is our all-in-one software solution that integrates asset, maintenance, financial, GIS, and permitting management. Our platform is continually updated with new features and functionalities that align with municipal best practices and legislation, ensuring it meets the evolving needs of our clients.</p> <p>Our solutions provide visibility into every aspect of operations, offering predictive insights to help users anticipate the next steps. Our industry-focused expertise and proven track record ensure that we meet our clients where they are today and prepare them for tomorrow.</p> <p>Over 95% of our clients are local governments, which means our solutions are specifically designed for municipal use rather than retrofitted to meet public sector demands. This focus allows us to deliver best-in-class services and product innovations that help clients manage their organizations more efficiently, identify significant cost savings, improve decision-making, reduce risks, and enhance public service delivery.</p> <p>PSD Citywide is not just a software provider; we are recognized as an industry expert. Our team, which includes finance, engineering, and former municipal professionals, provides a wealth of knowledge and experience. For instance, in 2018, the U.S. Government Accountability Office (GAO) consulted us for our expertise in asset management.</p> <p>Our services extend beyond software, offering value-added options such as webinars, workshops, grant application writing, and user group conferences attended by hundreds of clients every year. These initiatives help clients maximize their use of our platform and foster a community of learning and collaboration. We know the journey to a fully integrated ecosystem doesn't happen overnight, so we meet clients wherever they are to create a strategy and chart a course to connectedness.</p> <p>PSD Citywide's integrated solutions offer clients a comprehensive, user-friendly perspective on their operations. This enables the identification of improvement opportunities, the detection of potential issues before they escalate, and a clear understanding of the necessary steps to enhance operational efficiency.</p> <p>PSD Citywide's unique combination of innovative software, expert advisory services, and dedicated support makes us a trusted leader in the municipal sector. Our commitment to helping communities thrive is reflected in our tailored solutions and the continuous support we provide to ensure their success. We empower our clients with a unified view of their operations, enabling them to make informed decisions, improve efficiency, and better manage their resources.</p>
51	<p>If applicable, how does your solution facilitate increased citizen engagement and feedback in public sector processes?</p>	<p>Our software solution enhances citizen engagement and feedback in public sector processes through a dedicated citizen portal. This portal centralizes interactions between citizens and the city, making communication more streamlined and efficient. By providing a single platform for submitting service requests, managing permit applications, licences and receiving updates, our solution supports a more responsive and transparent relationship between the city and its residents, ultimately improving public participation and satisfaction.</p>
52	<p>How does your solution support digital transformation initiatives within the public sector, including cloud adoption, mobile access, and digital service delivery?</p>	<p>PSD Citywide facilitates digital transformation in the public sector through cloud adoption, mobile access, and digital service delivery. Our cloud-based systems, including Asset Management Software, CMMS, Budgeting, GIS, and PPL software suites, enable efficient management of municipal operations from any location. This ensures seamless technology adoption for communities implementing software tools for the first time.</p> <p>We offer real-time mobile access, allowing field staff to update and access information on-the-go, which enhances responsiveness and data accuracy. Our citizen portal centralizes interactions between citizens and their municipalities, making services more accessible and efficient.</p> <p>We continuously develop new features through our large development team, as well as using AI technology to improve functionality, such as predictive maintenance and optimized resource allocation. With experience working with hundreds of communities, both small and large, we guide clients through the technology adoption process and help enhance their existing systems.</p>

Table 9A: Warranty

Describe in detail your manufacturer warranty program, including conditions and requirements to qualify, claims procedure, and overall structure.

You may upload representative samples of your warranty materials (if applicable) in the document upload section of your response in addition to responding to the questions below.

Line Item	Question	Response *
53	Do your warranties cover all products, parts, and labor?	<p>Limited Warranty and Warranty Disclaimer.</p> <p>a. PSD Citywide warrants that the Services will conform in all material respects to the service levels set forth in Schedule B when accessed and used in accordance with the Documentation. PSD Citywide does not make any representations or guarantees regarding uptime or availability of the Services unless specifically identified in Exhibit B. The remedies set forth in Schedule B are Customer's sole remedies and PSD Citywide's sole liability under the limited warranty set forth in this Section 12(a).</p> <p>b. EXCEPT FOR THE LIMITED WARRANTY SET FORTH IN SECTION 8(a), THE PSD CITYWIDE IP IS PROVIDED "AS IS" AND PSD CITYWIDE HEREBY DISCLAIMS ALL WARRANTIES, WHETHER EXPRESS, IMPLIED, STATUTORY, OR OTHERWISE. PSD CITYWIDE SPECIFICALLY DISCLAIMS ALL IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, AND NON-INFRINGEMENT, AND ALL WARRANTIES ARISING FROM COURSE OF DEALING, USAGE, OR TRADE PRACTICE. EXCEPT FOR THE LIMITED WARRANTY SET FORTH IN SECTION 12(a), PSD CITYWIDE MAKES NO WARRANTY OF ANY KIND THAT THE PSD CITYWIDE IP, OR ANY PRODUCTS OR RESULTS OF THE USE THEREOF, WILL MEET CUSTOMER'S OR ANY OTHER PERSON'S REQUIREMENTS, OPERATE WITHOUT INTERRUPTION, ACHIEVE ANY INTENDED RESULT, BE COMPATIBLE OR WORK WITH ANY SOFTWARE, SYSTEM, OR OTHER SERVICES, OR BE SECURE, ACCURATE, COMPLETE, FREE OF HARMFUL CODE, OR ERROR FREE.</p>
54	Do your warranties impose usage restrictions or other limitations that adversely affect coverage?	None.
55	Do your warranties cover the expense of technicians' travel time and mileage to perform warranty repairs?	Not applicable for Software-as-a-Service.
56	<p>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?</p> <p>How will Sourcewell participating entities in these regions be provided service for warranty repair?</p>	Not applicable for Software-as-a-Service.
57	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?	Not applicable for Software-as-a-Service.
58	What are your proposed exchange and return programs and policies?	Not applicable for Software-as-a-Service.
59	Describe any service contract options for the items included in your proposal.	<p>PSD Citywide software includes annual support & maintenance. Clients have access to the PSD Citywide Support Center throughout the term of their contract. Our service level is consistent for all of our clients.</p> <p>Included with this annual support are all updates and releases of our systems. This includes, new features and their training, software enhancements, data hosting, and access to our API libraries.</p> <p>Additionally, our support and maintenance also include the following direct support options:</p> <ul style="list-style-type: none"> • Telephone support is available from 8:30am to 5:00pm EST, Monday through Friday. • E-mail support is available from 8:30am to 5:00pm EST, Monday through Friday via the PSD Citywide support email. • Should clients require additional support beyond the above options or outside of specified business hours, this can be facilitated through the devoted Account Manager or Client Success Representative assigned to the client. <p>Online Support Center</p> <p>Customer support is also available through the Citywide Support Centre, which offers an FAQ page, video tutorials, the ability to create a support request directly through the system, detailed user guides. All these resources are included as part of PSD Citywide's annual support and are available once the software solution has been implemented and is accessible to staff.</p>

Table 9B: Performance Standards or Guarantees

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

Line Item	Question	Response *
60	Describe any performance standards or guarantees that apply to your services	<p>PSD Citywide shall: Provide Support to the client for the System as defined within the Error Priority and Response Chart and correct and resolve any Errors; Ensure on a best effort basis that the System, and each part or component thereof, will operate and function without Error following the introduction of all Updates provided by the Vendor; Ensure on a best effort basis that the System will operate and function without Error on any updates, repairs, replacements or fixes including, without limitation, software patches or bug fixes; Ensure on a best effort basis that the System will operate and function without Error on new releases of any Vendor supplied proprietary tools and components in, or used for, the System and shall provide the Customer with reasonable prior written notice of any planned changes or modifications to all such tools and components;</p>
61	Describe any service standards or guarantees that apply to your services (policies, metrics, KPIs, etc.)	<p>PSD Citywide will use commercially reasonable efforts to keep online Services operational on a continuous basis, subject to reasonable maintenance requirements and matters beyond PSD Citywide's reasonable control.</p> <p>We track KPIs such as Resource Availability, System Downtime, Time to Restore, Support Desk Availability, Disaster Recovery, Accurate Invoicing, Customer Satisfaction.</p>
62	Describe your data integrity and protection standards, data backup, recovery, and secure storage solutions.	<p>Security is not just about technology — it's about trust, and all Customers that use PSD Citywide software need to be confident that their data is secure so that they can focus on the work which matters most to their organization. We continue to be vigilant with our security approach and take every opportunity to harden our systems and processes. Over the past 20 years we have never had a data breach and we aim to maintain that track record, while maintaining your trust to keep getting better. Security is a top priority at PSD Citywide.</p> <p>Data Integrity and Protection Standards Communications between the client and servers are encrypted with TLS 1.2/1.3. Passwords are stored as salted hashes (SHA-512), never as plain text. Account logins are protected from brute force attacks with rate limiting. We keep an eye on external breaches to ensure that leaked credentials are not used. We have protections against distributed attacks such as password stuffing. On our network layer we also deploy a Ubiquiti Intrusion Detection / Intrusion Prevention System (IDS/IPS). Our IDS/IPS constantly watches our network, 24 hours a day, and identifies possible incidents, logs information about them, stopping the incidents, and reporting them to security administrators.</p> <p>All our servers and compute instances are monitored in order to provide a comprehensive view of the security state of corporate and application infrastructure. PSD Citywide collects, stores, and indexes production logs for analysis. Logs are protected from modification. New servers deployed to production are hardened by disabling unneeded and potentially insecure services and applying PSD Citywide custom configuration settings to each server before use.</p> <p>Data Backup and Recovery To protect all data, Citywide software performs nightly backups/recovery points, and PSD Citywide keeps a disaster site located outside of the primary hosted systems. Recovery of databases can be performed upon request. This is done at the database level, restoring the client's database with the requested date's data. PSD Citywide performs secure redundant nightly data backups/recovery points, which allows for the recovery time (RTO) of four hours as these backups typically take half a business day. PSD Citywide's recovery point objective (RPO) is up to 24 hours only because it is our policy to perform nightly backups. The Source Code of the system is also backed up and duplicated to a secure offsite facility in the United States for disaster recovery. All data transfers are done over encrypted tunneling to ensure maximum protection.</p> <p>Secure Storage Servers are securely stored in the PSD Citywide headquarters in the London Ontario office. There are four layers of security to access the physical data servers. Access to the server room, and databases is limited to select individuals. As part of PSD Citywide annuity agreement, Annual Web Hosting includes vendor provided redundant Internet connections, Daily Tape/Drive backup both on and off-site of client data, 24 Hour video, on-site security, and fire suppression. Our servers are physically and environmentally secure. Access to the main building requires an access card, and an additional level of security is then required to access the server room. The server room is monitored 24/7 and includes its own HVAC system and proper offsite store of database backups. With each Citywide deployment, all application business data and backup data will be securely hosted and stored at PSD Citywide's London Ontario location. We rely on our server host's audit, and they are SOC 2 certified. If SOC 2 certification is required, Customers can be provisioned on this cloud server platform, either within Canada or the United States.</p>
63	What are your policies and governance features regarding large language models and generative AI?	<p>PSD Citywide is committed to the ethical use of large language models (LLMs) and generative AI. As such we have defined the following policy and principles.</p> <ol style="list-style-type: none"> 1. Fairness: We implement rigorous measures to ensure fairness, mitigate biases, and prevent harmful or inappropriate content generation. We strive to maintain transparency in our AI practices and will clearly disclose where AI is used in our services. 2. Data Privacy and Security: User data privacy is paramount. We will never sell your data. All personal data used in AI training is anonymized to protect privacy. We employ robust security protocols to safeguard data from unauthorized access and breaches. 3. Accountability and Transparency: We assign clear responsibility for AI model performance to designated teams. Detailed logs of AI decisions and user interactions are maintained for accountability. 4. User Control and Feedback: We provide mechanisms for users to give feedback on AI outputs and report issues, ensuring continuous improvement. 5. Risk Management Regular risk assessments are conducted to identify and mitigate potential AI-related risks. We maintain a crisis response plan to address unintended consequences or misuse of AI technologies. <p>By adhering to these policies, we ensure responsible, ethical, and transparent management of large language models and generative AI, prioritizing user privacy, data security and trust.</p>
64	User Accessibility: How does your software ensure accessibility for all users, including those with disabilities, in compliance with standards?	<p>PSD Citywide ensures that our technology is accessible to everyone, including individuals with disabilities. We take into consideration established accessibility standards such as the Web Content Accessibility Guidelines (WCAG). Our developers and designers regularly update their knowledge on the latest accessibility practices. We integrate accessibility testing throughout our development process to ensure compliance and provide a fair user experience for all. By focusing on accessibility, we aim to support inclusivity and equal opportunity in the digital world.</p>

Table 10: Payment Terms and Financing Options

Line Item	Question	Response *
65	Describe your payment terms and accepted payment methods.	Payment is due within 30 days of the invoice date. Acceptable payment methods include check, EFT and wire.
66	Describe any leasing or financing options available for use by educational or governmental entities.	PSD Citywide does not provide a leasing option. Financing options would include adjustments to the length of the payment terms, if required.
67	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.	When a project is awarded, PSD Citywide will create and provides a project charter to the client. This charter includes a comprehensive summary of the implementation scope, terms of payment, time frame, general terms and conditions, and any other relevant information pertinent to the project. The project charter serves as a formal agreement that guides the execution of the project, ensuring all parties have a clear understanding of their roles and responsibilities. This structured approach allows for a smooth and coordinated execution, leveraging the strengths and expertise of all involved parties to deliver a successful project. Sample charter and agreement are included in the Standard Transaction Document Samples document.
68	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?	PSD Citywide does accept P-Card procurement for charges under five thousand dollars or less. For payments over five thousand dollars, applicable transaction fees will apply.

Table 11: Pricing and Delivery

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

Line Item	Question	Response *
69	Describe your pricing model (e.g., line-item discounts or product-category discounts). Provide detailed pricing data (including standard or list pricing and the Sourcewell discounted price) on all of the items that you want Sourcewell to consider as part of your RFP response. If applicable, provide a SKU for each item in your proposal. Upload your pricing materials (if applicable) in the document upload section of your response.	PSD Citywide offers software-as-a-service with annual maintenance and support subscription to support the use of the software, along with professional services which support the set up of the software. PSD Citywide has made a catalog of its software offerings and services available to Sourcewell. The following discounts have been applied to the catalog list price: Annual Maintenance and Support: 20% off list price Professional Services (includes implementation and training): 5% off list price PSD Citywide periodically reviews and updates catalog price books in response to market and internal conditions. Such conditions may include price adjustments and the addition of a new product or service.
70	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.	Pricing PSD Citywide would provide Sourcewell participating agencies the following discounts: • Annual Maintenance and Support: 20% discount off list price for the first year • Professional Services: 5% discount off list price
71	Describe any quantity or volume discounts or rebate programs that you offer.	PSD Citywide does not provide any additional quantity or volume discounts.
72	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.	This does not apply to PSD Citywide's business model at this time.
73	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.	This does not apply to PSD Citywide's business model at this time.
74	If freight, delivery, or shipping is an additional cost to the Sourcewell participating entity, describe in detail the complete freight, shipping, and delivery program.	This does not apply to PSD Citywide's business model at this time.
75	Specifically describe freight, shipping, and delivery terms or programs available for Alaska, Hawaii, Canada, or any offshore delivery.	This does not apply to PSD Citywide's business model at this time.
76	Describe any unique distribution and/or delivery methods or options offered in your proposal.	This does not apply to PSD Citywide's business model at this time.

Table 12: Pricing Offered

Line Item	The Pricing Offered in this Proposal is: *	Comments
77	b. the same as the Proposer typically offers to GPOs, cooperative procurement organizations, or state purchasing departments.	

Table 13: Audit and Administrative Fee

Line Item	Question	Response *
78	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.	PSD Citywide utilizes Salesforce to manage all order transactions. The discount schedule is entered into the CRM system, making it automatic for our sales reps to include Sourcwell and applicable pricing on client proposals and charters/contracts. When an order is closed, our Finance Team confirms contract pricing. An agreement is created for each order reflecting the applicable purchasing partner used by the client and this agreement flows to our billing team for an invoice to be issued. Payments are recorded against this agreement, allowing us to efficiently report on transactions each quarter. This process is accessible by our Project Management Team who will in turn handle external reporting requirements at a specified cadence (monthly or quarterly) for each purchasing agency.
79	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.	If awarded the contract, PSD Citywide would track demos, proposals, and new sales resulting from the Sourcwell contract.
80	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.)	PSD Citywide proposes an administrative fee of 3% vendor's sales under the Contract. This fee will be reported and issued for paid transactions received each calendar quarter.

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

Proposers including solutions offered within the scope of Categories 1, 2, 3, and 4 within its singular proposal must designate they are seeking award in **Category 5** in the Sourcwell Procurement Portal. Proposers seeking award in Category 1, 2, 3, or 4, as defined herein must make that designation below. Proposers may only receive an award within the Category(-ies) they designate. Sourcwell reserves the right to re-categorize any designation as it deems appropriate.

Line Item	Category Selection	Offering *
81	Category 1: Core Administrative Systems	<input checked="" type="radio"/> Yes <input type="radio"/> No
82	Category 2: Education and Public Sector Information and Work Management	<input type="radio"/> Yes <input checked="" type="radio"/> No
83	Category 3: Asset and Risk Management	<input checked="" type="radio"/> Yes <input type="radio"/> No
84	Category 4: Public Engagement and Specialized Services	<input checked="" type="radio"/> Yes <input type="radio"/> No
85	Category 5: Integrated Enterprise Solutions	<input type="radio"/> Yes <input checked="" type="radio"/> No

Table 15: Category 1 - Depth and Breadth of Offered Equipment Products and Services

Indicate below if the listed types of software are offered within your proposal. Provide additional comments in the text box provided, as necessary.

Proposers submitting a proposal in Category 1 will be submitting in the broad category that includes Core Administrative Systems. See RFP Section II. B. 1 for details.

We will not be submitting for Table 15: Category 1 - Depth and Breadth of Offered Equipment Products and Services

Line Item	Category or Type	Offered *	Comments
86	Human Resources Software	<input type="radio"/> Yes <input checked="" type="radio"/> No	Not offered in proposal.
87	Financial Performance, Spend, or Expense Management Software	<input checked="" type="radio"/> Yes <input type="radio"/> No	We are proposing: Citywide Budgeting with Operating, Capital, and Salary functionality. o Operating Plan submodule provides all the tools required to produce a single-or multi-year operating budget with optional integration with Salary Plan and Capital Plan modules (operating impacts from capital projects). o Salary Plan submodule shows the impact of wages on the overall budget, enabling users to create accurate, collaborative plans, and forecasts for all staffing expenses. o Capital Plan and Fund Manager submodule enable users to plan for future capital needs by planning for the impact of capital projects and forecast the needed resources.
88	Accounts Payable, Accounts Receivable, Billing, or Revenue Collection Solutions	<input type="radio"/> Yes <input checked="" type="radio"/> No	Not offered in proposal.
89	Procure-to-Pay and Contract Management Systems	<input type="radio"/> Yes <input checked="" type="radio"/> No	Not offered in proposal.

Table 16: Category 2 - Depth and Breadth of Offered Equipment Products and Services

Indicate below if the listed types of software are offered within your proposal. Provide additional comments in the text box provided, as necessary.

Proposers submitting a proposal in Category 2 will be submitting in the broad category that includes Education and Public Sector Information and Work Management. See RFP Section II. B. 1 for details.

We will not be submitting for Table 16: Category 2 - Depth and Breadth of Offered Equipment Products and Services

Line Item	Category or Type	Offered *	Comments
90	Student Information System (SIS)	<input type="radio"/> Yes <input type="radio"/> No	
91	Learning Management System (LMS)	<input type="radio"/> Yes <input type="radio"/> No	
92	Work Management Software	<input type="radio"/> Yes <input type="radio"/> No	
93	Enterprise Content Management/Records Management	<input type="radio"/> Yes <input type="radio"/> No	
94	Enrollment Management Systems	<input type="radio"/> Yes <input type="radio"/> No	

Table 17: Category 3 - Depth and Breadth of Offered Equipment Products and Services

Indicate below if the listed types of software are offered within your proposal. Provide additional comments in the text box provided, as necessary.

Proposers submitting a proposal in Category 3 will be submitting in the broad category that includes Asset and Risk Management. See RFP Section II. B. 1 for details.

We will not be submitting for Table 17: Category 3 - Depth and Breadth of Offered Equipment Products and Services

Line Item	Category or Type	Offered *	Comments
95	Computerized Maintenance Management System (CMMS)	<input checked="" type="radio"/> Yes <input type="radio"/> No	We are proposing: Citywide Maintenance. Citywide Maintenance is a comprehensive Computerized Maintenance Management System (CMMS) with built-in work order, preventative maintenance, and service request management. This solution is designed to enable organizations to prioritize, schedule, and track maintenance projects, work orders and service requests from within the office or while out in the field. At its core, Citywide Maintenance supports the organizational need to plan, manage, assign, record, and report on all manner of work completed as part of its daily operations. With this module, the client can plan and carry out preventive maintenance tasks and inspections, track resources, and produce costing reports.
96	Facility Management Software	<input checked="" type="radio"/> Yes <input type="radio"/> No	We are proposing Citywide Assets and Citywide Maintenance. Together, these two form an EAM system with advanced capabilities for everyday management and long term planning. Citywide Assets – serves as a central database for all assets classes, providing users with a single, corporate-wide source for asset information. More than just an asset register, Citywide Assets powers accurate and efficient financial reporting, along with sophisticated asset management functions, including lifecycle planning, risk scoring and management, levels of service, and decision optimization. Citywide Maintenance – a comprehensive Computerized Maintenance Management System (CMMS) with built-in work order, preventative maintenance, and service request management. This solution is designed to enable organizations to prioritize, schedule, and track maintenance projects, work orders and service requests from within the office or while out in the field. At its core, Citywide Maintenance supports the organizational need to plan, manage, assign, record, and report on all manner of work completed as part of its daily operations. With this module, the client can plan and carry out preventive maintenance tasks and inspections, track resources, and produce costing reports.
97	Energy Management Software	<input type="radio"/> Yes <input checked="" type="radio"/> No	Not offered in proposal.
98	Insurance and Risk Management	<input type="radio"/> Yes <input checked="" type="radio"/> No	Not offered in proposal.
99	Environmental, Health, and Safety (EHS) management	<input type="radio"/> Yes <input checked="" type="radio"/> No	Not offered in proposal.

Table 18: Category 4 - Depth and Breadth of Offered Equipment Products and Services

Indicate below if the listed types of software are offered within your proposal. Provide additional comments in the text box provided, as necessary.

Proposers submitting a proposal in Category 4 will be submitting in the broad category that includes Public Engagement and Specialized Services . See RFP Section II. B. 1 for details.

We will not be submitting for Table 18: Category 4 - Depth and Breadth of Offered Equipment Products and Services

Line Item	Category or Type	Offered *	Comments
100	Court, Corrections, and Justice System	<input type="radio"/> Yes <input checked="" type="radio"/> No	Not offered in proposal.
101	Municipal Services, Inspections, Licensing, Grants, Tax, and Permitting Management Solutions	<input checked="" type="radio"/> Yes <input type="radio"/> No	We are proposing Citywide Permitting: Building, Planning, Licensing, Customer Portal. Citywide Permitting: Building Permits – Store and manage all building permit application types, enabling centralized management of the full building permit process. Also handle other permit application types, such as fire, special event, electrical, parking, among others. Planning – Supports the entire process of land use management, from the creation of pre-consultation meetings to the actioning and preparation of planning applications. Licensing – Allows users to store an unlimited number of license types, inspection types, and review types.
102	Parks and Recreation Software	<input checked="" type="radio"/> Yes <input type="radio"/> No	We are proposing Citywide Assets and Citywide Maintenance. Together, these two form an EAM system with advanced capabilities for everyday management and long term planning. These two modules have been used by our clients to manage Park and Recreation departments. Citywide Assets – serves as a central database for all assets classes, providing users with a single, corporate-wide source for asset information. More than just an asset register, Citywide Assets powers accurate and efficient financial reporting, along with sophisticated asset management functions, including lifecycle planning, risk scoring and management, levels of service, and decision optimization. Citywide Maintenance – a comprehensive Computerized Maintenance Management System (CMMS) with built-in work order, preventative maintenance, and service request management. This solution is designed to enable organizations to prioritize, schedule, and track maintenance projects, work orders and service requests from within the office or while out in the field. At its core, Citywide Maintenance supports the organizational need to plan, manage, assign, record, and report on all manner of work completed as part of its daily operations. With this module, the client can plan and carry out preventive maintenance tasks and inspections, track resources, and produce costing reports.
103	Citizen Relationship/Engagement Management	<input checked="" type="radio"/> Yes <input type="radio"/> No	We are proposing Citywide Permitting and Citywide Customer Portal. Citywide Customer Portal – this online portal allows users to submit service requests, bylaw enforcement requests, permit, planning, and licensing applications directly through the client's website. Citywide Permitting: Building Permits – Store and manage all building permit application types, enabling centralized management of the full building permit process. Also handle other permit application types, such as fire, special event, electrical, parking, among others. Planning – Supports the entire process of land use management, from the creation of pre-consultation meetings to the actioning and preparation of planning applications. Licensing – Allows users to store an unlimited number of license types, inspection types, and review types.

Table 19: Category 5 - Depth and Breadth of Offered Equipment Products and Services

Indicate below if the listed types of software are offered within your proposal. Provide additional comments in the text box provided, as necessary.

Proposers submitting a proposal in Category 5 will be submitting in the broad category that includes Integrated Enterprise Solutions. See RFP Section II. B. 1 for details.

We will not be submitting for Table 19: Category 5 - Depth and Breadth of Offered Equipment Products and Services

Line Item	Category or Type	Offered *	Comments
104	Comprehensive suites that encompass Enterprise Resource Planning (ERP) and at least one solution from EACH category 1-4 above	<input type="radio"/> Yes <input checked="" type="radio"/> No	

Table 20: Depth and Breadth of Offered Equipment Products and Services

Line Item	Question	Response *
105	Provide a detailed description of the equipment, products, and services that you are offering in your proposal.	<p>- Citywide Budgeting –</p> <ul style="list-style-type: none"> o Operating Plan module provides all the tools required to produce a single-or multi-year operating budget with optional integration with Salary Plan and Capital Plan modules (operating impacts from capital projects). o Salary Plan module shows the impact of wages on the overall budget, enabling users to create accurate, collaborative plans, and forecasts for all staffing expenses. o Capital Plan and Fund Manager module enable users to plan for future capital needs by planning for the impact of capital projects and forecast the needed resources. <p>- Citywide Maintenance – a comprehensive Computerized Maintenance Management System (CMMS) with built-in work order, preventative maintenance, and service request management. This solution is designed to enable organizations to prioritize, schedule, and track maintenance projects, work orders and service requests from within the office or while out in the field. At its core, Citywide Maintenance supports the organizational need to plan, manage, assign, record, and report on all manner of work completed as part of its daily operations. With this module, the client can plan and carry out preventive maintenance tasks and inspections, track resources, and produce costing reports.</p> <p>- Citywide Assets – serves as a central database for all assets classes, providing users with a single, corporate-wide source for asset information. More than just an asset register, Citywide Assets powers accurate and efficient financial reporting, along with sophisticated asset management functions, including lifecycle planning, risk scoring and management, levels of service, and decision optimization.</p> <p>- Citywide Permitting: Building Permits – Store and manage all building permit application types, enabling centralized management of the full building permit process. Also handle other permit application types, such as fire, special event, electrical, parking, among others. Planning – Supports the entire process of land use management, from the creation of pre-consultation meetings to the actioning and preparation of planning applications. Licensing – Allows users to store an unlimited number of license types, inspection types, and review types.</p> <p>- Citywide Customer Portal – this online portal allows users to submit service requests, bylaw enforcement requests, permit, planning, and licensing applications directly through the client's website.</p> <p>Add on functionality:</p> <ul style="list-style-type: none"> - Citywide Mobile Application – available on iOS and Android app stores, the Citywide Mobile App allows field staff to access complete asset information, inspections, and work order assignments, improving efficiency and performance in asset management. Staff can attach photos and comments to enrich asset attribute data and track billable time. The integration with ESRI ArcGIS allows staff to view their assets and work activities through a map view or through a list view. Offline mode is available as a standard, allowing users to work offline and sync data when internet connection is available. - Citywide GIS Viewer – provides a proven and off-the-shelf integration with ESRI ArcGIS and allows users to visualize and access asset information via a versatile mapping solution, enhancing infrastructure planning capabilities and enabling superior communication around asset management. - Citywide Route Patrol – Is a sub-module offered within Citywide Maintenance that allows the users to schedule, record and track road patrols.
106	Equipment and accessories related to the offering of systems or solutions described in subsections categories 1-5 above, including but not limited to, hardware, peripherals, and accessories	This is not applicable for the services being offered by PSD Citywide for categories 1-5.
107	Services related to the offering of systems or solutions described in categories 1-5, including, but not limited to, hosting, cloud migration, modernization, customization, integration, implementation, installation, maintenance, training, data collection, import, export and backup, record-keeping and reporting, mobile, cloud, and web-based applications or platforms, customer service, auditing, compliance, security, and technical and user support	<p>PSD Citywide offers a full suite of software designed specifically for public sector organizations. Having an integrated tech stack goes a long way to support efficient processes and scalable growth. All of our modules have been designed to talk to one another, ensuring Citywide can act as the source of truth for all assets, properties, and customers/citizens. Not only do our modules act as a single source of truth, but they make information accessible when its needed, to those who need it, and wherever its needed.</p> <p>Our systems contribute to the modernization of the public sector by helping our clients move away from wasteful and time-consuming manual processes to cloud-based tools. PSD Citywide takes care of the hosting, maintenance, backup, customer service, security, and user support so our clients don't have to. There are no additional on-site peripherals like servers that require in person maintenance from either our clients or PSD Citywide.</p> <p>Our modules and their implementation are tailored to each client and their specific needs. At the beginning of every project, a needs assessment gets completed to establish legacy data migration plans, training requirements, data collection processes, and communication standards. Throughout the implementation of the modules and while they system is in use, clients have access to our online support center with video tutorials, user guides, frequently asked questions, and support requests, in addition to their assigned account manager and customer service representative.</p>

Table 21: Exceptions to Terms, Conditions, or Specifications Form

Line Item 108. 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](#) - Pricing.pdf - Thursday June 20, 2024 14:00:25
- [Financial Strength and Stability](#) - Financial Strength and Stability.pdf - Thursday June 20, 2024 10:49:17
- [Marketing Plan/Samples](#) - Marketing Examples.pdf - Thursday June 20, 2024 10:49:31
- WMBE/MBE/SBE or Related Certificates (optional)
- Warranty Information (optional)
- [Standard Transaction Document Samples](#) - Standard Transaction Document Samples.pdf - Thursday June 20, 2024 11:00:32
- Requested Exceptions (optional)
- [Upload Additional Document](#) - System Functionality and Screenshots.pdf - Thursday June 20, 2024 13:06:01

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. - Matthew Dawe, CEO, PSD Citywide 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 obligations contemplated in the solicitation proposal.

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 17 Software Solutions RFP 060624 Mon June 3 2024 10:31 AM	<input checked="" type="checkbox"/>	1
Addendum 16 Software Solutions RFP 060624 Thu May 30 2024 10:38 AM	<input checked="" type="checkbox"/>	4
Addendum 15 Software Solutions RFP 060624 Tue May 28 2024 02:32 PM	<input checked="" type="checkbox"/>	2
Addendum_14_Software_Solutions_RFP_060624 Fri May 24 2024 03:00 PM	<input checked="" type="checkbox"/>	4
Addendum_13_Software_Solutions_RFP_060624 Tue May 21 2024 04:25 PM	<input checked="" type="checkbox"/>	1
Addendum_12_Software_Solutions_RFP_060624 Mon May 20 2024 06:33 PM	<input checked="" type="checkbox"/>	1
Addendum 11 Software Solutions RFP 060624 Fri May 17 2024 03:19 PM	<input checked="" type="checkbox"/>	2
Addendum 10 Software Solutions RFP 060624 Thu May 16 2024 01:38 PM	<input checked="" type="checkbox"/>	4
Addendum 9 Software Solutions RFP 060624 Tue May 14 2024 03:18 PM	<input checked="" type="checkbox"/>	2
Addendum 8 Software Solutions RFP 060624 Thu May 9 2024 12:50 PM	<input checked="" type="checkbox"/>	1
Addendum 7 Software Solutions RFP 060624 Wed May 8 2024 01:39 PM	<input checked="" type="checkbox"/>	1
Addendum 6 Software Solutions RFP 060624 Tue May 7 2024 12:00 PM	<input checked="" type="checkbox"/>	2
Addendum 5 Software Solutions RFP 060624 Fri May 3 2024 01:56 PM	<input checked="" type="checkbox"/>	1
Addendum 4 Software Solutions RFP 060624 Thu May 2 2024 12:30 PM	<input checked="" type="checkbox"/>	1
Addendum 3 Software Solutions RFP 060624 Tue April 30 2024 03:17 PM	<input checked="" type="checkbox"/>	1
Addendum 2 Software Solutions RFP 060624 Mon April 22 2024 02:21 PM	<input checked="" type="checkbox"/>	1
Addendum 1 Software Solutions RFP 060624 Fri April 19 2024 02:53 PM	<input checked="" type="checkbox"/>	1