

**MASTER AGREEMENT #022525****CATEGORY: Passenger and Crowd Flow Management Solutions and Related Products****SUPPLIER: Infodev Electronic Designers International Inc.**

This Master Agreement (Agreement) is between Sourcewell, a Minnesota service cooperative located at 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 (Sourcewell) and Infodev Electronic Designers International Inc., 1995 Frank-Carrel Street, Suite 202, Quebec City, Quebec Canada G1N 4H9 (Supplier).

Sourcewell is a local government and service cooperative created under the laws of the State of Minnesota (Minnesota Statutes Section 123A.21) offering a Cooperative Purchasing Program to eligible participating government entities.

Under this Master Agreement entered with Sourcewell, Supplier will provide Included Solutions to Participating Entities through Sourcewell's Cooperative Purchasing Program.

**Article 1:
General Terms**

The General Terms in this Article 1 control the operation of this Master Agreement between Sourcewell and Supplier and apply to all transactions entered by Supplier and Participating Entities. Subsequent Articles to this Master Agreement control the rights and obligations directly between Sourcewell and Supplier (Article 2), and between Supplier and Participating Entity (Article 3), respectively. These Article 1 General Terms control over any conflicting terms. Where this Master Agreement is silent on any subject, Participating Entity and Supplier retain the ability to negotiate mutually acceptable terms.

- 1) **Purpose.** Pursuant to Minnesota law, the Sourcewell Board of Directors has authorized a Cooperative Purchasing Program designed to provide Participating Entities with access to competitively awarded cooperative purchasing agreements. To facilitate the Program, Sourcewell has awarded Supplier this cooperative purchasing Master Agreement following a competitive procurement process intended to meet compliance standards in accordance with Minnesota law and the requirements contained herein.
- 2) **Intent.** The intent of this Master Agreement is to define the roles of Sourcewell, Supplier, and Participating Entity as it relates to Sourcewell's Cooperative Purchasing Program.
- 3) **Participating Entity Access.** Sourcewell's Cooperative Purchasing Program Master Agreements are available to eligible public agencies (Participating Entities). A Participating Entity's authority to access Sourcewell's Cooperative Purchasing Program is determined through the laws of its respective jurisdiction.
- 4) **Supplier Access.** The Included Solutions offered under this Agreement may be made available to any Participating Entity. Supplier understands that a Participating Entity's use of this Agreement is at the Participating Entity's sole convenience. Supplier will educate its sales and service forces about

Sourcewell eligibility requirements and required documentation. Supplier will be responsible for ensuring sales are with Participating Entities.

- 5) **Term.** This Agreement is effective upon the date of the final signature below. The term of this Agreement is four (4) years from the effective date. The Agreement expires at 11:59 P.M. Central Time on April 18, 2029, unless it is cancelled or extended as defined in this Agreement.
 - a) **Extensions.** Sourcewell and Supplier may agree to up to three (3) additional one-year extensions beyond the original four-year term. The total possible length of this Agreement will be seven (7) years from the effective date.
 - b) **Exceptional Circumstances.** Sourcewell retains the right to consider additional extensions as required under exceptional circumstances.
- 6) **Survival of Terms.** Notwithstanding the termination of this Agreement, the obligations of this Agreement will continue through the performance period of any transaction entered between Supplier and any Participating Entity before the termination date.
- 7) **Scope.** Supplier is awarded a Master Agreement to provide the solutions identified in RFP #022525 to Participating Entities. In Scope solutions include:
 - a) Passenger detection, movement, flow, tracking and counting at various touchpoints, entrance-to-gate analytics;
 - b) Passenger dwell, occupancy and service level monitoring, automatic passenger counting (APC);
 - c) Queue management, wait times, foot fall traffic patterns and analytics, asset utilization;
 - d) Unusual behavior detection and incident monitoring;
 - e) Real-time Smart Transit Displays and Equipment;
 - f) 3D vision and AI sensors for people & vehicle movement;
 - g) Traffic flow dividers, panels, and stanchions; and
 - h) Electronic and mobile check-in kiosks.
- 8) **Included Solutions.** Supplier's Proposal to the above referenced RFP is incorporated into this Master Agreement. Only those Solutions included within Supplier's Proposal and within Scope (Included Solutions) are included within the Agreement and may be offered to Participating Entities.
- 9) **Indefinite Quantity.** This Master Agreement defines an indefinite quantity of sales to eligible Participating Entities.
- 10) **Pricing.** Pricing information (including Pricing and Delivery and Pricing Offered tables) for all Included Solutions within Supplier's Proposal is incorporated into this Master Agreement.
- 11) **Not to Exceed Pricing.** Suppliers may not exceed the prices listed in the current Pricing List on file with Sourcewell when offering Included Solutions to Participating Entities. Participating Entities may request adjustments to pricing directly from Supplier during the negotiation and execution of any transaction.
- 12) **Open Market.** Supplier's open market pricing process is included within its Proposal.

13) Supplier Representations:

- i) **Compliance.** Supplier represents and warrants it will provide all Included Solutions under this Agreement in full compliance with applicable federal, state, and local laws and regulations.
- ii) **Licenses.** As applicable, Supplier will maintain a valid status on all required federal, state, and local licenses, bonds, and permits required for the operation of Supplier's business with Participating Entities. Participating Entities may request all relevant documentation directly from Supplier.
- iii) **Supplier Warrants.** Supplier warrants that all Included Solutions furnished under this Agreement are free from liens and encumbrances, and are free from defects in design, materials, and workmanship. In addition, Supplier warrants the Solutions are suitable for and will perform in accordance with the ordinary use for which they are intended.

14) Bankruptcy Notices. Supplier certifies and warrants it is not currently in a bankruptcy proceeding. Supplier has disclosed all current and completed bankruptcy proceedings within the past seven years within its Proposal. Supplier must provide notice in writing to Sourcewell if it enters a bankruptcy proceeding at any time during the term of this Agreement.

15) Debarment and Suspension. 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 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 Agreement. Supplier further warrants that it will provide immediate written notice to Sourcewell if this certification changes at any time during the term of this Agreement.

16) Provisions for non-United States federal entity procurements under United States federal awards or other awards (Appendix II to 2 C.F.R. § 200). Participating Entities that use United States federal grant or other federal funding to purchase solutions from this Agreement 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 Section, all references to "federal" should be interpreted to mean the United States federal government. The following list applies when a Participating Entity accesses Supplier's Included Solutions with United States federal funds.

- i) **EQUAL EMPLOYMENT OPPORTUNITY.** Except as otherwise provided under 41 C.F.R. § 60, all agreements 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.

ii) **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 comply with all applicable Davis-Bacon Act provisions.

iii) **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, 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 Agreement. Supplier certifies that during the term of an award for all Agreements by Sourcewell resulting from this procurement process, Supplier must comply with applicable requirements as referenced above.

iv) **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 Agreements by Sourcewell resulting from this procurement process, Supplier must comply with applicable requirements as referenced above.

v) **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 Agreement it will comply with applicable requirements as referenced above.

vi) **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.

vii) **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).

viii) **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.

ix) **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.

x) **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.

xi) **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 Agreement 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.

xii) **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.

xiii) **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.

xiv) **NO OBLIGATION BY FEDERAL GOVERNMENT.** The U.S. federal government is not a party to this Agreement 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 Agreement or any purchase by an authorized user.

xv) **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 Agreement or any purchase by a Participating Entity.

xvi) **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.

xvii) **CONFLICTS OF INTEREST.** The Supplier must notify the U.S. Office of General Services, Sourcewell, and Participating Entity as soon as possible if this Agreement or any aspect related to the anticipated work under this Agreement 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.

xviii) **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.

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

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

Article 2: Sourcewell and Supplier Obligations

The Terms in this Article 2 relate specifically to Sourcewell and its administration of this Master Agreement with Supplier and Supplier's obligations thereunder.

- 1) **Authorized Sellers.** Supplier must provide Sourcewell a current means to validate or authenticate Supplier's authorized dealers, distributors, or resellers which may complete transactions of Included Solutions offered under this Agreement. Sourcewell may request updated information in its discretion, and Supplier agrees to provide requested information within a reasonable time.
- 2) **Product and Price Changes Requirements.** Supplier may request Included Solutions changes, additions, or deletions at any time. All requests must be made in writing by submitting a Sourcewell Price and Product Change Request Form to Sourcewell. At a minimum, the request must:
 - Identify the applicable Sourcewell Agreement number;
 - Clearly specify the requested change;
 - Provide sufficient detail to justify the requested change;
 - Individually list all Included Solutions affected by the requested change, along with the requested change (e.g., addition, deletion, price change); and
 - Include a complete restatement of Pricing List with the effective date of the modified pricing, or product addition or deletion. The new pricing restatement must include all Included Solutions 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 Agreement and will be incorporated by reference.

- 3) **Authorized Representative.** Supplier will assign an Authorized Representative to Sourcewell for this Agreement and must provide prompt notice to Sourcewell if that person is changed. The Authorized Representative will be responsible for:
 - Maintenance and management of this Agreement;
 - Timely response to all Sourcewell and Participating Entity inquiries; and
 - Participation in reviews with Sourcewell.

Sourcewell's Authorized Representative is its Chief Procurement Officer.

- 4) **Performance Reviews.** Supplier will perform a minimum of one review with Sourcewell per agreement year. The review will cover transactions to Participating Entities, pricing and terms, administrative fees, sales data reports, performance issues, supply chain issues, customer issues, and any other necessary information.
- 5) **Sales Reporting Required.** Supplier is required as a material element to this Master Agreement to report all completed transactions with Participating Entities utilizing this Agreement. Failure to provide complete and accurate reports as defined herein will be a material breach of the Agreement and Sourcewell reserves the right to pursue all remedies available at law including cancellation of this Agreement.
- 6) **Reporting Requirements.** Supplier must provide Sourcewell an activity report of all transactions completed utilizing this Agreement. Reports are due at least once each calendar quarter (Reporting Period). Reports must be received no later than 45 calendar days after the end of each calendar quarter. Supplier may report on a more frequent basis in its discretion. Reports must be provided regardless of the amount of completed transactions 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;
- Sourcewell Participating Entity Account Number;
- Transaction Description;
- Transaction Purchased Price;
- Sourcewell Administrative Fee Applied; and
- Date Transaction was invoiced/sale was recognized as revenue by Supplier.

If collected by Supplier, the Report may include the following fields as available:

- Participating Entity Contact Name;
- Participating Entity Contact Email Address;
- Participating Entity Contact Telephone Number;

- 7) **Administrative Fee.** In consideration for the support and services provided by Sourcewell, Supplier will pay an Administrative Fee to Sourcewell on all completed transactions to Participating Entities utilizing this Agreement. The Administrative Fee referenced at Line Item 74 of supplier's response has been negotiated between the parties, and shall be one percent (1%) on hardware and point five percent (0.5%) on services for new and existing clients. Supplier will include its Administrative Fee within its proposed pricing. Supplier may not directly charge Participating Entities to offset the Administrative Fee.
- 8) **Fee Calculation.** Supplier's Administrative Fee payable to Sourcewell will be calculated as a stated percentage (listed in Supplier's Proposal) of all completed transactions utilizing this Master Agreement within the preceding Reporting Period. For certain categories, a flat fee may be proposed. The Administrative Fee will be stated in Supplier's Proposal.

- 9) **Fee Remittance.** Supplier will remit fee to Sourcewell no later than 45 calendar days after the close of the preceding calendar quarter in conjunction with Supplier's Reporting Period obligations defined herein. Payments should note the Supplier's name and Sourcewell-assigned Agreement number in the memo; and must be either mailed to Sourcewell above "Attn: Accounts Receivable" or remitted electronically to Sourcewell's banking institution per Sourcewell's Finance department instructions.
- 10) **Noncompliance.** Sourcewell reserves the right to seek all remedies available at law for unpaid or underpaid Administrative Fees due under this Agreement. Failure to remit payment, delinquent payments, underpayments, or other deviations from the requirements of this Agreement may be deemed a material breach and may result in cancellation of this Agreement and disbarment from future Agreements.
- 11) **Audit Requirements.** Pursuant to Minn. Stat. § 16C.05, subdivision 5, the books, records, documents, and accounting procedures and practices relevant to this Agreement are subject to examination by Sourcewell and the Minnesota State Auditor for a minimum of six years from the end of this Agreement. Supplier agrees to fully cooperate with Sourcewell in auditing transactions under this Agreement to ensure compliance with pricing terms, correct calculation and remittance of Administrative Fees, and verification of transactions as may be requested by a Participating Entity or Sourcewell.
- 12) **Assignment, Transfer, and Administrative Changes.** Supplier may not assign or otherwise transfer its rights or obligations under this Agreement without the prior written consent of Sourcewell. Such consent will not be unreasonably withheld. Sourcewell reserves the right to unilaterally assign all or portions of this Agreement within its sole discretion to address corporate restructurings, mergers, acquisitions, or other changes to the Responsible Party and named in the Agreement. Any prohibited assignment is invalid. Upon request Sourcewell may make administrative changes to agreement documentation such as name changes, address changes, and other non-material updates as determined within its sole discretion.
- 13) **Amendments.** Any material change to this Agreement must be executed in writing through an amendment and will not be effective until it has been duly executed by the parties.
- 14) **Waiver.** Failure by Sourcewell to enforce any right under this Agreement 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.
- 15) **Complete Agreement.** This Agreement represents the complete agreement between the parties for the scope as defined herein. Supplier and Sourcewell may enter into separate written agreements relating specifically to transactions outside of the scope of this Agreement.
- 16) **Relationship of Sourcewell and Supplier.** This Agreement does not create a partnership, joint venture, or any other relationship such as employee, independent contractor, master-servant, or principal-agent.
- 17) **Indemnification.** Supplier must indemnify, defend, save, and hold Sourcewell, including their agents and employees, harmless from any claims or causes of action, including attorneys' fees incurred by Sourcewell, arising out of any act or omission in the performance of this Agreement 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 design, condition, or performance of Included Solutions under this Agreement. Sourcewell's responsibility will be governed by the State of Minnesota's Tort Liability Act (Minnesota Statutes Chapter 466) and other applicable law.

18) **Data Practices.** Supplier and Sourcewell acknowledge Sourcewell is subject to the Minnesota Government Data Practices Act, Minnesota Statutes Chapter 13. As it applies to all data created and maintained in performance of this Agreement, Supplier may be subject to the requirements of this chapter.

19) **Grant of License.**

a) **During the term of this Agreement:**

i) **Supplier Promotion.** 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, promotional materials, and informational sites for the purpose of marketing Sourcewell's Agreement with Supplier.

ii) **Sourcewell Promotion.** Supplier grants to Sourcewell a royalty-free, worldwide, non-exclusive right and license to use Supplier's trademarks in advertising, promotional materials, and informational sites for the purpose of marketing Supplier's Agreement with Sourcewell.

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

c) **Use; Quality Control.**

i) 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.

ii) 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. Each party may make written notice to the other regarding misuse under this section. The offending party will have 30 days of the date of the written notice to cure the issue or the license/sublicense will be terminated.

d) **Termination.** Upon the termination of this Agreement 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.

- 20) **Venue and Governing law between Sourcewell and Supplier Only.** The substantive and procedural laws of the State of Minnesota will govern this Agreement between Sourcewell and Supplier. Venue for all legal proceedings arising out of this Agreement between Sourcewell and Supplier will be in court of competent jurisdiction within the State of Minnesota. This section does not apply to any dispute between Supplier and Participating Entity. This Agreement reserves the right for Supplier and Participating Entity to negotiate this term to within any transaction documents.
- 21) **Severability.** If any provision of this Agreement 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 Agreement is capable of being performed, it will not be affected by such determination or finding and must be fully performed.
- 22) **Insurance Coverage.** At its own expense, Supplier must maintain valid insurance policy(ies) during the performance of this Agreement 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:
- a) **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 Agreement.
 - \$1,500,000 each occurrence Bodily Injury and Property Damage
 - \$1,500,000 Personal and Advertising Injury
 - \$2,000,000 aggregate for products liability-completed operations
 - \$2,000,000 general aggregate
 - b) **Certificates of Insurance.** Prior to execution of this Agreement, Supplier must furnish to Sourcewell a certificate of insurance, as evidence of the insurance required under this Agreement. Prior to expiration of the policy(ies), renewal certificates must be mailed to Sourcewell, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 or provided to in an alternative manner as directed by Sourcewell. The certificates must be signed by a person authorized by the insurer(s) to bind coverage on their behalf. Failure of Supplier to maintain the required insurance and documentation may constitute a material breach.
 - c) **Additional Insured Endorsement and Primary and Non-contributory Insurance Clause.** Supplier agrees to list Sourcewell, including its 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 Agreement 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 Agreement can be met by either providing a primary policy or in combination with umbrella/excess liability policy(ies), or self-insured retention.

23) **Termination for Convenience.** Sourcewell or Supplier may terminate this Agreement upon 60 calendar days' written notice to the other Party. Termination pursuant to this section will not relieve the Supplier's obligations under this Agreement for any transactions entered with Participating Entities through the date of termination, including reporting and payment of applicable Administrative Fees.

24) **Termination for Cause.** Sourcewell may terminate this Agreement upon providing written notice of material breach to Supplier. Notice must describe the breach in reasonable detail and state the intent to terminate the Agreement. Upon receipt of Notice, the Supplier will have 30 calendar days in which it must cure the breach. Termination pursuant to this section will not relieve the Supplier's obligations under this Agreement for any transactions entered with Participating Entities through the date of termination, including reporting and payment of applicable Administrative Fees.

Article 3: Supplier Obligations to Participating Entities

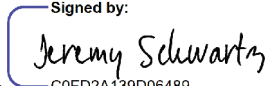
The Terms in this Article 3 relate specifically to Supplier and a Participating Entity when entering transactions utilizing the General Terms established in this Master Agreement. Article 1 General Terms control over any conflict with this Article 3. Where this Master Agreement is silent on any subject, Participating Entity and Supplier retain the ability to negotiate mutually acceptable terms.

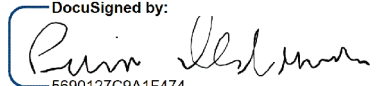
- 1) **Quotes to Participating Entities.** Suppliers are encouraged to provide all pricing information regarding the total cost of acquisition when quoting to a Participating Entity. Suppliers and Participating Entities are encouraged to include all cost specifically associated with or included within the Suppliers proposal and Included Solutions within transaction documents.
- 2) **Shipping, Delivery, Acceptance, Rejection, and Warranty.** Supplier's proposal may include proposed terms relating to shipping, delivery, inspection, and acceptance/rejection and other relevant terms of tendered Solutions. Supplier and Participating Entity may negotiate final terms appropriate for the specific transaction relating to non-appropriation, shipping, delivery, inspection, acceptance/rejection of tendered Solutions, and warranty coverage for Included Solutions. Such terms may include, but are not limited to, costs, risk of loss, proper packaging, inspection rights and timelines, acceptance or rejection procedures, and remedies as mutually agreed include notice requirements, replacement, return or exchange procedures, and associated costs.
- 3) **Applicable Taxes.** Participating Entity is responsible for notifying supplier of its tax-exempt status and for providing Supplier with any valid tax-exemption certification(s) or related documentation.

- 4) **Ordering Process and Payment.** Supplier's ordering process and acceptable forms of payment are included within its Proposal. Participating Entities will be solely responsible for payment to Supplier and Sourcewell will have no liability for any unpaid invoice of any Participating Entity.
- 5) **Transaction Documents.** Participating Entity may require the use of its own forms to complete transactions directly with Supplier utilizing the terms established in this Agreement. Supplier's standard form agreements may be offered as part of its Proposal. Supplier and Participating Entity may complete and document transactions utilizing any type of transaction documents as mutually agreed. In any transaction document entered utilizing this Agreement, Supplier and Participating Entity must include specific reference to this Master Agreement by number and to Participating Entity's unique Sourcewell account number.
- 6) **Additional Terms and Conditions Permitted.** Participating Entity and Supplier may negotiate and include additional terms and conditions within transaction documentation as mutually agreed. Such terms may supplant or supersede this Master Agreement when necessary and as solely determined by Participating Entity. Sourcewell has expressly reserved the right for Supplier and Participating Entity to address any necessary provisions within transaction documents not expressly included within this Master Agreement, including but not limited to transaction cancellation, dispute resolution, governing law and venue, non-appropriation, insurance, defense and indemnity, force majeure, and other material terms as mutually agreed.
- 7) **Subsequent Agreements and Survival.** Supplier and Participating Entity may enter into a separate agreement to facilitate long-term performance obligations utilizing the terms of this Master Agreement as mutually agreed. Such agreements may provide for a performance period extending beyond the full term of this Master Agreement as determined in the discretion of Participating Entity.
- 8) **Participating Addendums.** Supplier and Participating Entity may enter a Participating Addendum or similar document extending and supplementing the terms of this Master Agreement to facilitate adoption as may be required by a Participating Entity.

Sourcewell

Infodev Electronic Designers
International Inc.

Signed by:

By: C0FD2A139D06489...
Jeremy Schwartz
Title: Chief Procurement Officer
Date: 5/15/2025 | 5:06 PM CDT

DocuSigned by:

By: 5690127C9A1F474...
Pierre Deslauriers
Title: President & CEO
Date: 5/15/2025 | 11:46 AM PDT

RFP 022525 - Passenger and Crowd Flow Management Solutions and Related Products

Vendor Details

Company Name: Infodev Electronic Designers

Does your company conduct business under any other name? If yes, please state: QC

Address: 1995 Frank-Carrel
Quebec, QC G1N 4H9

Contact: Thomas Hogan

Email: tho@infodev.ca

Phone: 418-681-3539

Fax: 418-681-3539

HST#:

Submission Details

Created On: Friday January 31, 2025 14:24:24

Submitted On: Tuesday March 04, 2025 14:41:01

Submitted By: Bids Infodev

Email: bids@infodev.ca

Transaction #: dab8aed9-aae1-4423-888c-3d771a02250e

Submitter's IP Address: 147.243.254.113

Specifications

Table 1: Proposer Identity & Authorized Representatives (Not Scored)

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).

Table 1 Specific Instructions. Sourcewell requires identification of all parties responsible for providing Solutions under a resulting master agreement(s) (Responsible Supplier). Proposers are strongly encouraged to include all potential Responsible Suppliers including any corporate affiliates, subsidiaries, D.B.A., and any other authorized entities within a singular proposal. All information required under this RFP must be included for each Responsible Supplier as instructed. Proposers with multiple Responsible Supplier options may choose to respond individually as distinct entities, however each response will be evaluated individually and only those proposals recommended for award may result in a master agreement award. Unawarded entities will not be permitted to later be added to an existing master agreement through operation of Proposer's corporate organization affiliation.

Line Item	Question	Response *	
1	Provide the legal name of the Proposer authorized to submit this Proposal.	Infodev Electronic Designers International inc.	*
2	In the event of award, is this entity the Responsible Supplier that will execute the master agreement with Sourcewell? Y or N.	Yes	*
3	Identify all subsidiaries, D.B.A., authorized affiliates, and any other entity that will be responsible for offering and performing delivery of Solutions within this Proposal (i.e. Responsible Supplier(s) that will execute a master agreement with Sourcewell).	None	*
4	Provide your CAGE code or Unique Entity Identifier (SAM):	Cage Code : L5654	*
5	Provide your NAICS code applicable to Solutions proposed.	<ul style="list-style-type: none"> • 334290 : Other Communications Equipment Manufacturing. • 334310 : Audio and Video Equipment Manufacturing. • 334419 : Other Electronic Component Manufacturing. • 335999 : All Other Miscellaneous Electrical Equipment and Component Manufacturing • 334514 : Totalizing Fluid Meter and Counting Device Manufacturing. 	*
6	Proposer Physical Address:	1995 Frank-Carrel street, suite 202. Quebec City, Quebec, CANADA G1N4H9	*
7	Proposer website address (or addresses):	https://www.infodev.com	*
8	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):	Pierre Deslauriers, President & CEO, 1995 Frank-Carrel street, suite 202. Quebec City, Quebec, CANADA G1N4H9, des@infodev.ca, 1-418-681-3539	*
9	Proposer's primary contact for this proposal (name, title, address, email address & phone):	Isabelle Deslauriers, Marketing Supervisor, 1995 Frank-Carrel street, suite 202. Quebec City, Quebec, CANADA G1N4H9, id@infodev.ca, 1-418-681-3539 ext.126	*
10	Proposer's other contacts for this proposal, if any (name, title, address, email address & phone):	Thomas Hogan, Sales representative, 1995 Frank-Carrel street, suite 202. Quebec City, Quebec, CANADA G1N4H9, tho@infodev.ca, 1-418-681-3539 ext 103 Loukas Popesco, Sales representative, 1995 Frank-Carrel street, suite 202. Quebec City, Quebec, CANADA G1N4H9, lpo@infodev.ca, 1-418-681-3539 ext 118	*

Table 2A: Financial Viability and Marketplace Success (50 Points, applies to Table 2A and 2B)

Line Item	Question	Response *
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11	Provide a brief history of your company, including your company's core values, business philosophy, and industry longevity related to the requested Solutions.	<p>History:</p> <p>Infodev was founded in 1993 by our CEO in his basement in Quebec City, Canada. Since then, our mission has been to develop accurate and reliable people-counting solutions. Through a series of successful projects in various buildings and public transit, we grew into a recognized innovator in the field.</p> <p>Over the years, Infodev has become a major player in the Automatic People and Passenger Counting (APC) Systems industry, known for its cutting-edge technology and dedicated team of professionals. In 2005, we launched our ultra-thin counting sensor series specifically designed for the transit sector. To better serve our markets, we opened an office in the Netherlands the following year. Since then, we have been one of the leading suppliers in North America, the United Kingdom, and Europe, deploying our solutions in over 50 countries.</p> <p>Innovation has always been at the heart of Infodev. In 2016, we began developing and testing our AI-based APC solution, which is today our company's core product, setting new world standards for accuracy and performance in the industry. Our commitment to excellence is reflected in our ISO 9001:2015 certification, ensuring the highest standards of quality and reliability.</p> <p>Nowadays, we continue to push the boundaries of technology. We strengthen our long-term partnerships with our customers while continuously developing new sources of AI data and applications. With a passion for innovation and a commitment to excellence, Infodev remains at the forefront of the APC industry.</p> <p>Transit Experience</p> <p>Infodev EDI has many years of experience in implementing complete automatic people and passenger counting projects. Here are some key metrics:</p> <ul style="list-style-type: none"> • More than 50,000 systems and 150,000 sensors delivered. • 150 sites deployed in North America. • Large project capacity: City-Wide turnkey system for multimodal fleets of more than 2000 vehicles in the US and Canada. • Systems in use for more than 15 years in plenty of transit authority in Canada. • World leader and pioneer in Unadjusted Raw Accuracy. <p>Core values:</p> <p>What distinguishes Infodev is its flexibility, passion, and experience. Our commitment to closely collaborating with our customers during all project phases enables us to provide comprehensive turn-key solutions while respecting time, scope, and budget. Our reputation is founded on the quality of our products and our dedication to customer satisfaction, collaborative innovation, repeat business, and lasting business relationships. Here are the core values of the company:</p> <p>Quality: Our in-house production enables exceptional quality control at each stage of manufacture - from original idea to delivery.</p> <p>Expertise: Since we have developed almost everything ourselves, our clients have access to the experts who worked on their project. Clients can get detailed answers to their questions.</p> <p>Innovation: We embrace a culture of innovation and technical excellence, driven by our pioneering spirit in developing cutting-edge solutions. As industry leaders, we continuously push the boundaries of technology, leveraging our deep expertise to create reliable, high-performance systems.</p> <p>Trustworthy: Our experienced skilled and knowledgeable team enables us to offer quality products, advices and services to our clients in confidence.</p> <p>Business philosophy:</p> <p>For us, success is a collective journey that unites our clients, company, employees, and suppliers. Our business philosophy emphasizes excellence in all areas, which contributes to our successful company story. As industry experts, we are committed to understanding and exceeding our customers' expectations by delivering products and services that adhere to the highest standards. We take pride in providing innovative solutions that empower our clients worldwide with accurate and actionable data.</p> <p>Industry longevity: Providing APC in buildings since 1993, and APC in transit vehicles since 1995.</p>
12	What are your company's expectations in the event of an award?	<p>In the event of an award from Sourcwell, our company expects to continue gaining industry recognition, particularly through the integration of AI-driven solutions. This recognition would enhance visibility, positioning us as a knowledgeable provider in our field. Additionally, we anticipate increased business opportunities by expanding our client base and attracting new partnerships. The award would also help simplify the sales process by reducing the need for traditional RFPs, allowing for more efficient and direct client engagements.</p>

13	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. DO NOT PROVIDE ANY TAX INFORMATION OR PERSONALLY IDENTIFIABLE INFORMATION.	To provide an answer to this question we've attached our latest financial ratios as well as a letter from our bank. Infodev has been profitable for the last 28 years and is financially independent. Infodev is audited annually by KPMG.	*
14	What is your US market share for the Solutions that you are proposing?	Infodev's share of the US market covers more than 100 cities across the East Coast, West Coast, and even Hawaii. Through the years, we have delivered thousands of APC systems for buses and rails in the US. Those systems were either purchase directly at Infodev, via major integrators, or by OEM vehicle builders. Our market shares in the US is growing, major cities are adopting our technologies.	*
15	What is your Canadian market share for the Solutions that you are proposing?	Our systems are deployed and in operation in major transit authorities in Canada. From national park fleet to large cities, we are the largest APC provider for public transit in Canada. We have also installed numerous systems in airports, libraries, shopping centers, and other public buildings over the past 30 years.	*
16	Disclose all current and completed bankruptcy proceedings for Proposer and any included possible Responsible Party within the past seven years. Proposer must provide notice in writing to Sourcwell if it enters a bankruptcy proceeding at any time during the pendency of this RFP evaluation.	Not applicable, see answer in section 6.	*
17	How is your organization best described: is it a manufacturer, a distributor/dealer/reseller, or a service provider? Answer the question that best applies to your organization, either a) or b). 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? 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?	Infodev, as the original manufacturer and a turnkey APC solutions provider, stands out in the industry. With our own sales and service forces, we ensure that our active and prospective clients always have direct access to the engineering team that created the product. Infodev has been working in various scenarios for many years, always focusing on meeting our clients' needs. We've worked with transit companies directly, most vehicle manufacturers, and electronic system integrators. Our specialists travel on-site for complex or challenging projects to answer questions and ensure that the first-installed systems are working optimally before the entire deployment. In all cases, we want the client or third party to understand the system, and we perform a quality check on the final data provided by our systems. Infodev takes responsibility of the entire distribution channel up to the final user. We manage everything from designing the proper product setup for the customer to ensuring timely shipping.	*
18	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.	When needed, we provide equipment with the necessary level of certification, for example APC equipment in the rail industry usually requires to being EN50155, IEC61373, and EN45545-2. Since 2005, we are certified in ISO 9001 for quality management. For Information and Security Management, we are adhering NIST best practices and are working toward a company-wide ISO 27001 certification. SOC2 certification and penetration test reports are also available. With a privacy by-design approach, our solution meets the highest standards of the GDPR, California CCPA and the US Blueprint for an AI Bill of Rights.	*
19	Disclose all current and past debarments or suspensions for Proposer and any included possible Responsible Party within the past seven years. Proposer must provide notice in writing to Sourcwell if it enters a debarment or suspension status any time during the pendency of this RFP evaluation.	There is no such event to report.	*
20	Describe any relevant industry awards or recognition that your company has received in the past five years.	We have received awards more than five years ago. Although, for the past five years, we have concentrated our efforts on major project achievements and the development of our AI-based technology, establishing ourselves as pioneers in the field.	*
21	What percentage of your sales are to the governmental sector in the past three years?	Less than 3%, via National Parks, Touristic Areas, etc.	*
22	What percentage of your sales are to the education sector in the past three years?	Less than 5%, via university and college transit agencies or services.	*

23	List all state, cooperative purchasing agreements that you hold. What is the annual sales volume for each of these agreement over the past three years?	The cooperative purchasing agreement is a new sale model for technological systems like ours; we're not part of other state agreements for now. We usually do business directly with the transit agencies, OEM, integrators or building management. However, we are currently in discussion with cooperative projects on the international market.	*
24	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?	Currently none, but looking forward to developing this market.	*

Table 2B: References/Testimonials

Line Item 25. Supply reference information from three customers who are eligible to be Sourcwell participating entities.

Entity Name *	Contact Name *	Phone Number *	
Southeastern Pennsylvania Transportation Authority (SEPTA)	Provided on demand – Confidential information	Provided on demand – Confidential information	*
Virginia Rail Express	Provided on demand – Confidential information	Provided on demand – Confidential information	*
Toronto Transit Commission (TTC)	Provided on demand – Confidential information	Provided on demand – Confidential information	*
OC Transpo (Ottawa)	Provided on demand – Confidential information	Provided on demand – Confidential information	
Mississauga Transit	Provided on demand – Confidential information	Provided on demand – Confidential information	

Table 3: Ability to Sell and Deliver Solutions (150 Points)

Describe your company's capability to meet the needs of Sourcwell participating entities across the US and Canada, as applicable. Your response should address in detail at least the following areas: locations of your network of sales and service providers, the number of workers (full-time equivalents) involved in each sector, whether these workers are your direct employees (or employees of a third party), and any overlap between the sales and service functions.

Line Item	Question	Response *	
26	Sales force.	Most of our sales force is at our Quebec City head office, in Canada. Up to 11 employees are involved in our sales force, representing more than 5 full-time employees. This team possess on average 15 years' experience in this market. Moreover, our sales force is supported by a highly skilled technical support team such as, engineers, project managers, and technical specialists, all of whom bring their expertise to ensure comprehensive sales service. New employees will be added to this team with our soon-to-be-open US branch in Philadelphia.	*
27	Describe the network of Authorized Sellers who will deliver Solutions, including dealers, distributors, resellers, and other distribution methods.	Other distribution methods typically include major system integrators. Still, most participating entities will be better served in terms of efficiency and service quality directly with us for this agreement. We have experience working directly with the major bus and rail vehicle manufacturers, system integrators, and small to large cities. As a turnkey solution provider, we excel at handling the customer experience from start to finish, ensuring quality, and being responsible for delivering a complete solution that works.	*
28	Service force.	With six full-time staff members and the support of eight technical specialists, we provide robust expertise to enhance our service team. Averaging fourteen years of expertise, our service team can offer various comprehensive technical know-how on APC systems. Our service team comprises a highly skilled group of technical experts complemented by experienced engineers, project managers, and system specialists across various fields. Together, they combine their expertise to ensure comprehensive service. Moreover, they are assisted by our automated service checkups with a proprietary algorithm and dashboards, which enable efficient monitoring of small and large operations. In addition to our in-house service capabilities, we have long-standing relationships with many US and Canadian partners that can provide services up to complete system installation. We offer Service Level Agreements (SLA) and a web-based helpdesk portal. Our international workforce can provide service from 2 AM to 8 PM (Standard Eastern Time).	*

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>Automatic Passenger Counting devices usually requires more customization than other off-the-shelf products.</p> <p>A first meeting is generally required for each new project to establish the specific APC model and features required to review the client's objectives and provide guidance. Once we better understand the project parameters, we typically provide a specific quote for defining time, scope, and budget. With the quote number, the client can send their purchase order to a dedicated email address.</p> <p>The project usually begins with a pilot, what we call a head of series, to validate that the specific system and installation meet the client's expectations. Once this pilot is approved, we begin the rollout of the remaining order.</p> <p>Infodev will handle all the steps of this process. More specifically, we'll process the PO, send an estimated delivery time, prepare the order, and ship it to the client.</p> <p>Depending on the project's scope, a project manager or technical specialist will be assigned to guarantee that all objectives are met. Our proven process has delivered successful projects in the past.</p> <p>At a client's request, the order can be shipped either to them (for retrofit projects), to the vehicle manufacturer (for newly built projects), or to integrators.</p> <p>Clients, system integrators, or vehicle manufacturers can place orders. Infodev has experience working with all those key actors. We have a procurement and ordering schedule for our established clients. Depending on the order size, we can accommodate various scheduling needs, and equipment can be pre-built and released just in time for delivery.</p>	*
30	Describe in detail the process and procedure of your customer service program, if applicable. Include your response-time capabilities and commitments, as well as any incentives that help your providers meet your stated service goals or promises.	<p>Typical service is offered with APC purchase under warranty and essential software licenses.</p> <p>Infodev offers various Service Level Agreements to provide APC system services covering APC equipment (hardware) out of warranty and software licenses when applicable. These SLAs can be customized for the client depending on their specific APC system; they usually include:</p> <ul style="list-style-type: none"> • Access to helpdesk support with online ticket system service • Software licenses • Infodev parts management and Return Merchandise Authorisation (RMA) • Data Hosting and data accessibility • Remote system and fleet checks • Access to web-based diagnostic module • Supplier and Client responsibilities <p>Infodev bases its service response and resolution time on prioritizing incidents from priority 1 to 5. For more information see our attached Service Typical Response Time in the additional document section.</p> <p>Some of our clients who have critical systems can have a SLA that gives them service available 24/7 for 365 days.</p> <p>Procedure</p> <p>Step 1: Establishing contact</p> <p>Clients have numerous opportunities to establish contact with our team regarding their service needs, including:</p> <ul style="list-style-type: none"> • Send an email to service@infodev.ca • Post a ticket on our helpdesk ticket platform • Call a dedicated toll-free company phone number. • Personal company cellphone numbers are provided for critical systems to ensure quick response time. <p>Step 2: Ticket evaluation</p> <p>When describing the problem, service technicians evaluate the system to identify issues. If necessary, they can redistribute the case to an in-house expert for further analysis. Our system also includes the capability to connect to the client's system remotely, allowing technicians to diagnose issues more effectively. This remote troubleshooting functionality enhances our ability to resolve problems efficiently and provides timely support to our clients.</p> <p>When a new system is sold, we provide training for our client during the first year and unlimited helpdesk support. Depending on the project's complexity, we offer a range of training plans tailored to different user levels and system requirements.</p>	*
31	Describe your ability and willingness to provide your products and services to Sourcewell participating entities.	<p>We have 30 years of extensive experience handling small and large orders, ensuring seamless fulfillment regardless of volume. As the OEM, we offer maximum flexibility in meeting client specifications and delivery timelines.</p> <p>Regarding willingness, since Infodev prefers direct contact with its clients to maximize their satisfaction, Sourcewell's business model is attractive both for the client and the supplier. The client can purchase and try equipment more efficiently, and business relationships can be established more seamlessly.</p>	*
32	Describe your ability and willingness to provide your products and services to Sourcewell participating entities in Canada.	<p>Please refer to the answer to question #31. However, Infodev has provided systems to transit authorities and building organizations across Canada since 1995. Additionally, we are committed to offering our products and services in both English and French to Sourcewell participating entities in Canada, backed by our extensive experience and dedication to delivering high-quality, tailored solutions.</p>	*

33	Identify any geographic areas of the United States or Canada that you will NOT be fully serving through the proposed agreement.	None from our experience, we've done projects in Hawaii and other remote locations.	*
34	Identify any account type of Participating Entity which will not have full access to your Solutions if awarded an agreement, and the reasoning for this.	Although we have been more focused on the public transit industry in the last few years, we have ample experience with schools, universities, airports, libraries, and other participating entities. Our team is currently working on new AI applications to benefit public buildings.	*
35	Define any specific requirements or restrictions that would apply to our participating entities in Hawaii and Alaska and in US Territories.	No restrictions are expected; however, please note that our company follows US and Canadian export controls regarding technological security issues.	*
36	Will Proposer extend terms of any awarded master agreement to nonprofit entities?	Normally yes, some exceptions may apply. Requests will be evaluated on a case-by-case entity.	*

Table 4: Marketing Plan (100 Points)

Line Item	Question	Response *	
37	Describe your marketing strategy for promoting this opportunity. Upload representative samples of your marketing materials (if applicable) in the document upload section of your response.	Our marketing strategy aims to maximize the visibility and impact of our new status as an approved Sourcewell supplier. We will leverage digital channels, including a website announcement, LinkedIn posts, and targeted email campaigns, to enhance credibility and attract new business opportunities. Our branding materials will feature the Sourcewell logo, reinforcing trust and market positioning. Additionally, we will engage in industry events, tradeshows, and networking opportunities to connect with Sourcewell-affiliated entities. Performance will be tracked through key metrics such as website traffic, engagement, and lead generation, allowing for continuous optimization of our approach. Please consult our marketing plan for more details.	*
38	Describe your use of technology and digital data (e.g., social media, metadata usage) to enhance marketing effectiveness.	Infodev mainly uses two platforms to enhance its marketing effectiveness. This choice is based on our typical clientele (transit agencies). Our website is our primary marketing platform, updated weekly to ensure that all new events, news, and content remain current and relevant. Our marketing team monitors website performance through regular analytics, focusing on effectiveness, responsiveness, and user experience. We leverage Google Analytics to optimize high-traffic pages and refine our content strategy based on user engagement patterns. Additionally, Google Analytics provides valuable insights into visitor demographics, including geographic data from the country to specific cities. Our online traffic primarily originates from the United States, Canada, and Europe, allowing us to tailor our outreach efforts to these key markets. Our secondary marketing platform is LinkedIn. We leverage LinkedIn as a key platform for enhancing marketing effectiveness due to its professional and accomplishment-based nature. Unlike other social media channels, LinkedIn allows us to engage with industry professionals, decision-makers, and potential partners in a context that prioritizes expertise and achievements. We optimize content reach and impact by strategically using LinkedIn's targeting tools, such as industry-specific audience segmentation and engagement analytics. Additionally, we utilize metadata and performance insights to refine our messaging, ensuring that our content resonates with the right audience and drives meaningful engagement.	*
39	In your view, what is Sourcewell's role in promoting agreements arising out of this RFP? How will you integrate a Sourcewell-awarded agreement into your sales process?	In Infodev's view, Sourcewell's role will be to publish the offer on its website. If Sourcewell has a newsletter, a mention should be made to publicize the agreements. As long as this agreement is easily reachable for its participating entities, Sourcewell's role will be fulfilled. Being new to this type of platform, we're open to any suggestion arising from Sourcewell to support us in promoting the agreement. Establishing an agreement with Sourcewell will enhance the efficiency of our sales process. By informing potential clients about this partnership early on, we can potentially bypass the need for RFPs, which are often a standard part of our sales approach. It will also be beneficial for Sourcewell participating entities to discuss with an experienced supplier. We start our sales process with meeting our clients to better understand their needs. It would be simple to incorporate a question to find out if they are currently participating in Sourcewell. Furthermore, our website has an online lead generation form, and we would add the same question there to quickly notify our contacts about the agreement. A contact form dedicated to Sourcewell entities could be added to the page dedicated to the contract award. Infodev has been using a CRM, or the equivalent, for more than 20 years in its sales process. In the event of an award, our team will review our data to identify current Sourcewell participating entities. Moreover, a pipeline dedicated to Sourcewell will be added to our CRM to track response time and other significant KPIs better. In addition to our CRM, we have a detailed wiki-intranet, a section dedicated to Sourcewell-related information about tracking, reporting, and training will be created to keep our employees informed.	*
40	Are your Solutions available through an e-procurement ordering process? If so, describe your e-procurement system and how governmental and educational customers have used it.	Not for the moment. We tailor our solutions to meet each client's unique requirements, ensuring that every collaboration is perfectly aligned with their needs. This personalized approach may require a more thoughtful process than the one typically seen in e-procurement, but it ultimately leads to better outcomes for our clients. Typically, the internal processing time for purchase orders is highly efficient. Thanks to the simplicity of our new AI-counting system, some simple hardware orders could be e-procured in the future.	*

Table 5A: Value-Added Attributes (100 Points, applies to Table 5A and 5B)

Line Item	Question	Response *	
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41	Describe any product, equipment, maintenance, or operator training programs that you offer to Sourcewell participating entities. Include details, such as whether training is standard or optional, who provides training, and any costs that apply.	<p>We offer comprehensive training programs for our products, equipment, and maintenance to ensure Sourcewell participating entities can effectively operate and maintain our solutions. Our training programs are designed to be user-friendly, practical, and adapted to the needs of each organization.</p> <p>Our service department experienced technicians are responsible for the training and will involve other system specialists depending on topics covered.</p> <p>Infodev provides documentation and training to the relevant technicians or contractors for the installation and commissioning of all Infodev's equipment, including details on equipment and software maintenance.</p> <p>Training and service include access to the helpdesk so Infodev's specialists can help you answer questions and concerns following the commissioning. The new AI technology simplifies all aspects of APC system implementations.</p> <p>Training can be conducted either on-site or remotely via Teams, ranging from simple sessions to extensive on-site training that includes workshops and exams.</p> <p>To learn more about our training, please consult our Typical Training Plan in the additional document section.</p>	*
42	Describe any technological advances that your proposed Solutions offer.	<p>Infodev would like to introduce the new generation of anonymous AI-based APC systems without facial recognition.</p> <p>Since 2017, Infodev has been working on developing the next generation of its counting technology. The goal was to not only surpass the performances of our previous generation of systems but also to go beyond "counting passengers". Since our first pilot in 2019, the results have exceeded our expectation for both objectives. The AI-based sensor can also detect different passenger types as well as objects typically found in public spaces and transit. To learn about detection capabilities more we invite you to read section 7 of this reply.</p> <p>With the AI-based technology, there have been various requests for additional features, which we have implemented or are currently working on as part of our collaborative approach to innovation. Here are a few examples of driving innovations we've implemented or are currently working on to boost our AI-based revolutionary technology, which already surpasses all other technology of APC system.</p> <p>Seat and Space Occupancy / Passenger Presence Detection System: This option enables real-time monitoring of seat and luggage space availability. It can also eliminate cumulative load errors and flags abandoned objects. It provides insights into transit usage patterns, improve service quality, vehicle designs and resource management. Information can be displayed or transmitted in real time in APIs or app. Extra DA-1000 sensors are required.</p> <p>Tailgating security: we can identify if two people are trying to enter a specific space at the same time (for example: airport security gates, or turnstiles in transit building).</p> <p>Trajectory Monitoring and Counting: Our system provides multiple-counting zones. It is possible to know if a passenger turns right or left.</p> <p>Micro-Information: Our system provides micro information about the counts and operations. Some client told us they consider this very useful strategic data.</p> <p>Automatic Incident Reporting: Detect unusual situations like people stuck in the door, passenger too close to the driver or in the driver area, etc.</p> <p>Fare Evasion Detection: We are currently working on detecting fare evasion with clients.</p> <p>Double-back counting: Our technology has the ability to detect passengers who double-back if they can be seen outside even partially.</p> <p>Security/CCTV: As an option, our technology can also be used as an intelligent security system.</p> <p>GTFS/RT: Compatible with the Google General Transit Feed Specification / Real-Time.</p> <p>Anonymous Origin-Destination: We are progressing in this field and will begin to do test in the following months.</p>	*
43	Describe any "green" initiatives that relate to your company or to your Solutions, and include a list of the certifying agency for each.	<p>Our company is committed to sustainability and actively integrates environmentally friendly practices into our operations and product solutions. A team is currently tasked with evaluating our next steps for an ISO: 14001 (Environmental Management System) certification. Below are key green initiatives we have implemented:</p> <ol style="list-style-type: none"> 1. Sustainable Manufacturing & Materials <ul style="list-style-type: none"> • We prioritize the use of recyclable and eco-friendly materials in our products. • Our manufacturing processes emphasize waste reduction, energy efficiency, and responsible sourcing. 2. Energy-Efficient Products & Solutions <ul style="list-style-type: none"> • Our solutions are designed to minimize energy consumption and optimize performance. • Head office powered by zero-emission energy (hydro-electricity) • Many of our products meet or exceed industry standards for energy efficiency. 3. Carbon Footprint Reduction <ul style="list-style-type: none"> • We have implemented strategies to reduce emissions in our supply chain and operations. • Our logistics and distribution processes prioritize optimized routing and eco-friendly packaging. • In-house recycling program. • Prioritizing travel by car instead of travel by plane when possible. 	*

44	Identify any third-party issued eco-labels, ratings or certifications that your company has received for the Solutions included in your Proposal related to energy efficiency or conservation, life-cycle design (cradle-to-cradle), or other green/sustainability factors.	None for the moment.	*
45	What unique attributes does your company, your products, or your services offer to Sourcewell participating entities? What makes your proposed solutions unique in your industry as it applies to Sourcewell participating entities?	<p>What sets Infodev apart in the industry is that we are seen as a complete one-shop-stop for APCs on the market. Thus, we are a manufacturer capable of supporting customers from the initial lenses to the final data output. We provide an end-to-end solution in the APC industry, encompassing all stages from research and development to installation and commissioning, including data processing and hardware manufacturing.</p> <p>Our systems are designed to be back-compatible, allowing for seamless integration and upgrading without disrupting current operations. Our systems don't need costly recurring calibration, never cost overruns, and reliable data without the need of time-consuming statistical re-work of the data.</p> <p>Our clients value our ability to manage every aspect of a project, eliminating the need for third-party involvement throughout the process. This comprehensive approach enhances project coherence and streamlines communication and execution.</p> <p>Our extensive track record is demonstrated by a loyal client base, many of whom have completed multiple projects with us for over 25 years. For example, SEPTA, one of the largest intermodal transit agencies in America, uses our system's APC data as the foundation of key transformative projects such as the Bus Revolution Project. The Toronto TTC, transit of the largest city in Canada, has also relied extensively on our data for many years to make strategic decisions.</p> <p>Our systems are designed to be back-compatible, allowing for seamless integration and upgrading without disrupting current operations. Our systems don't need recurring calibration, never cost overruns, reliable data without the need for statistical analysis and audit.</p> <p>Our clients value our ability to manage every aspect of a project, eliminating the need for third-party involvement throughout the process. This comprehensive approach enhances project coherence and streamlines communication and execution. We are recognized not only for the precision of our systems but also for their robust reliability under various operational conditions. Our extensive track record is demonstrated by a loyal client base, many of whom have completed multiple projects with us for over 25 years. For example, SEPTA, one of the largest intermodal transit agencies in America, uses our system's APC data as the foundation of key transformative projects such as the Bus Revolution Project. The Toronto TTC, transit of the largest city in Canada, has also relied extensively on our data for many years to make strategic decisions.</p> <p>We also manufacture custom-made cables tailored to client specifications. Our cable shop produces ready-to-install cabling kits and high-quality cable harnesses, ensuring seamless integration into your systems.</p> <p>Beyond cabling, our in-house mechanical shop is equipped with CNC machining, allowing us to precisely customize mounting plates and produce drill jigs. This ensures a perfect fit for clients' components, reducing installation time and enhancing efficiency.</p>	*
46	Demonstrate whether your solutions integrate with other systems such as CCTV, WiFi, IoTs, boarding pass scanning stations etc. to provide a holistic picture of passenger movements within an airport terminal, transit hub or other facility.	<p>Our solutions can be stand-alone, partly integrated, or fully integrated with other systems. Our system can be integrated into many types of existing network infrastructure. For example, we can reuse CCTV camera feed as a source of images for our AI technology where applicable. We have interfaced our systems with security gates for many security improvements. However, we can't provide details on these features for security reasons. Moreover, our systems are interfaced with third-party environmental control systems, which enhance building efficiency and people's health. Information about baggage type and size is also possible and useful.</p> <p>As one of our new features in development, our anonymous origin-destination feature will provide new interesting capabilities.</p>	
47	Describe how your solution uses predictive analytics to provide schedule deviation information due to irregular operations, bad weather, or other unforeseen events.	<p>Using large historical data trends and real-time inputs, the system can detect patterns, estimate probability, and provide early warnings by comparing real-time passenger flow with expected patterns.</p> <p>The use of real-time information can notify transit and airport operators and passengers about expected delays when they occur, allowing for proactive adjustments. Transit and airport authorities can use this data to optimize fleet management or passenger service.</p> <p>We have two methods to provide this kind of information:</p> <ol style="list-style-type: none"> 1- We use automatic statistical analysis and prediction models to detect anomalies, fill or replace missing or bad data, and produce rule-based forecasts. 2- We're working on an AI-based method that will improve performance, adaptability and simplicity of use. This method is currently in the development phase and is being compared with the first one. 	

48	Demonstrate whether your solutions allow flexibility for airports, other transit hubs, or facilities to use various sensor equipment from a variety of suppliers.	Our solution is designed with adaptability in mind; however, we prioritize data accuracy and reliability. Our AI platform and software allow external equipment to feed or share information with us. Our systems have extra ports for these possibilities (POE Ethernet, CAN, Serial, Wi-Fi, Bluetooth/BLE, Cellular, etc.). Moreover, our AI platform has extra high processing power. In summary, our vast electronic and software experience and OEM capabilities enable us to interface our systems with various suppliers.
49	Describe any data ownership or privacy regulations you must comply with and how you accomplish meeting those requirements.	Our AI Technology doesn't use facial recognition and discards images right after performing the detection, thus removing any personal information in the process. The AI takes and fully processes the images at a rate of 30 frames per second from our DA-1000 sensors and sends them only to the onboard GW-1000 processing unit without leaving the vehicle or the building. People are detected and counted anonymously without recognition; thus, it is impossible to identify any passenger after the destruction of the image. Images can be stored upon client requests for special events or for security purposes, in which case special measures are taken to ensure that the data remains secure and as anonymous as possible. With a privacy-by-design approach, our solution meets the highest standards of the GDPR, California CCPA and the US Blueprint for an AI Bill of Rights. People are detected and counted anonymously without doing recognition; thus it is impossible to identify any passenger after the destruction of the image. Images can be stored upon client requests in case of special events or for security purposes, in which case special measures are taken to ensure that the data remains secure and as anonymous as possible. With a privacy-by-design approach since we started working on this in 2017, our solution meet the highest standards of the GDPR, California CCPA and the US Blueprint for an AI Bill of Rights.
50	Demonstrate how you ensure your data storage solutions are cost effective including where data is stored, who owns the data and how system upgrades are handled.	From the very start of our development for AI technology, we have adopted a low-cost scalable and resilient system architecture that allows us to tailor the solution to the size and scope of various projects. For the data storage, we don't use expensive cloud-based solution and instead rely on dedicated servers that match the performance needs of the client. Unless specified by the client, the data is processed and stored in secure data center with high level of security certifications. Server can be located in the US or Canada as requested. We have implemented a disaster recovery (DR), failover, and backup strategy for our hosted environment. This includes automated daily backups, geo-redundant storage, duplicated server architecture, as well as other measures to mitigate potential disaster. All data transfers are encrypted, and access is controlled via multi-factor authentication. Additional information can be provided in private due to cyber security requirements. All APC application data belong to the client which may use them for the intended purpose without constraint. System patches and updates are provided at no additional costs while under warranty or service contract agreement. Updates and patch management are done in accordance with NIST best practices, such as SP 800-40.

Table 5B: Value-Added Attributes

Line Item	Question	Certification	Offered	Comment	
51	Select 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 and a listing of dealerships, HUB partners or resellers if available. Select all that apply.		<input type="radio"/> Yes <input checked="" type="radio"/> No	Not applicable	*
52		Minority Business Enterprise (MBE)	<input type="radio"/> Yes <input checked="" type="radio"/> No	Not applicable	*
53		Women Business Enterprise (WBE)	<input type="radio"/> Yes <input checked="" type="radio"/> No	Not applicable	*
54		Disabled-Owned Business Enterprise (DOBE)	<input type="radio"/> Yes <input checked="" type="radio"/> No	Not applicable	*
55		Veteran-Owned Business Enterprise (VBE)	<input type="radio"/> Yes <input checked="" type="radio"/> No	Not applicable	*
56		Service-Disabled Veteran-Owned Business (SDVOB)	<input type="radio"/> Yes <input checked="" type="radio"/> No	Not applicable	*
57		Small Business Enterprise (SBE)	<input type="radio"/> Yes <input checked="" type="radio"/> No	Not applicable	*
58		Small Disadvantaged Business (SDB)	<input type="radio"/> Yes <input checked="" type="radio"/> No	Not applicable	*
59		Women-Owned Small Business (WOSB)	<input type="radio"/> Yes <input checked="" type="radio"/> No	Not applicable	*

Table 6A: Pricing (400 Points, applies to Table 6A and 6B)

Provide detailed pricing information in the questions that follow below.

Line Item	Question	Response *	
60	Describe your payment terms and accepted payment methods.	Most of our invoices/contracts are payable in net 30 days. With an agreement, we can accept a net of 60 days. Payment methods are checks sent to the head office address or by bank transfer. Unless otherwise agreed, payment should be made in USD for US participating entities and in CAD for Canadian participating entities. For medium to large projects, our payment terms are on a progress-based billing plan, aligned with the advancement of work and the completion of project phases agreed upon by both project managers. Payments are structured according to predefined milestones and hardware delivery, ensuring transparency and financial alignment with project deliverables. This approach allows for balanced cash flow management while maintaining accountability at each project stage. For hardware purchases, invoices are issued upon delivery.	*
61	Describe any leasing or financing options available for use by educational or governmental entities.	We can offer lease and lease-to-buy agreements for special projects to accommodate the specific needs of educational and governmental entities. Leasing or financing options are evaluated on a case-by-case basis to ensure they align with the requesting entity's project requirements and budget constraints. We are open to discussing tailored solutions to support accessibility and financial flexibility.	*

62	Describe any standard transaction documents that you propose to use in connection with an awarded agreement (order forms, terms and conditions, service level agreements, etc.). Upload all template agreements or transaction documents which may be proposed to Participating Entities.	In many cases, the terms and conditions are predominantly defined in collaboration with the client. We often accept the terms and conditions of public entities. Moreover, to comply with Sourcewell's master agreement, we're willing to create special terms and conditions (STC) for Sourcewell's participating entities in the case of an award to this RFP. These STCs would supersede our general terms and conditions (GTC), found at https://www.infodev.ca/terms-and-conditions/clients-terms-and-condition/ . Instead, Service Level Agreements (SLAs) are adjusted based on the specific requirements of each project and client. For details on our SLA, please refer to question #30. We have included a sample Order Form that participating entities may use for your reference. Please remember that payment terms and shipping methods will be pre-established in the original agreement with the client.	*
63	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?	At present, we don't accept P-card procurement and payment process.	*
64	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.	Our pricing model is based on product category discounts. Please refer to our attached pricing document for details.	*
65	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.	This proposal outlines a percentage discount on the MSRP for 2025. The discounts are organized by product category, such as sensors, counting computers, and cables. We've assessed the price ranges for each of these categories, recognizing that the discount percentages will differ depending on the category. Below, you'll find the specific discount rates applicable to each category. <ul style="list-style-type: none"> • AI-based APC Sensors 3.2% • AI-based Counting computers 2.5% • Cabling 4.2% • Mounting brackets 4.0% • Antennas 3.8% • Services 4.6% 	*
66	Describe any quantity or volume discounts or rebate programs that you offer.	Sourcewell participating entities can request this exclusive Sourcewell volume discount determined by specific quantity thresholds, based on the number of counting computers required for each project: <ul style="list-style-type: none"> • 1-25 units: no discount • 26-50 units: 0.5% • 51-100 unit: 1% • 101-250 units: 1.5% • 251-500 units: 2.25% • More than 500 units: please contact us. 	*
67	Propose a method of facilitating "sourced" products or related services, which may be referred to as "open market" items or "non-contracted items". 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.	Infodev will supply a quote if "sourced" products are needed.	*
68	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.	Typical Non-recurring costs for services provided by Infodev includes: <ul style="list-style-type: none"> • Initial Survey (if travel required) • Custom design and engineering • Software integration and data importation • Installation • System Commissioning • Integration with third parties • Data hosting • Project management & report • Travel and lodging (if needed) • Extended training • Customised documentation For some projects, the client requires real-time data transmission. If the vehicle is not equipped with a cell modem, one is provided in our AI Counting Computer, which would fall under the proposed pricing. However, telecommunication fees (SIM cards) are not included and are calculated on a monthly basis per vehicle, or the client can provide their own. This setup can also be done for buildings. Infodev is known on the market for fitting in the budget without any extra fees, completing its projects with no surprises.	*

69	If freight, delivery, or shipping is an additional cost to the Sourcewell participating entity, describe in detail the complete freight, shipping, and delivery program.	Packaging and handling cost are included in the hardware price. Shipping costs vary depending on the volume, weight, and whether the shipment is sent by ground or air, as well as the priority level selected. In many cases, shipping may be complimentary. Many of our client's use their own delivery processes and pickup can be arranged. We ship daily using either ground or air by UPS, FedEx or DHL, depending what is the best option for the client. Options ranging from ExWorks to DDP without taxes (Incoterms 2020) can be arranged.	*
70	Specifically describe freight, shipping, and delivery terms or programs available for Alaska, Hawaii, Canada, or any offshore delivery.	Same terms as the other participating entities will apply. We have experience shipping worldwide.	*
71	Describe any unique distribution and/or delivery methods or options offered in your proposal.	For retrofit installation, pre-prepared and ready-to-installed APC kits are sent directly to the client for installation. In the event of installation on new-built transit vehicles, APC kit can be sent to the vehicle manufacturer for installation at their manufacturing facilities. We already have partnerships in place with most North American bus manufacturers. For train manufacturers, we have experience applying this method of supply to a world-wide level.	*
72	Specifically describe any self-audit process or program that you plan to employ to verify compliance with your proposed agreement with Sourcewell. This process includes ensuring that Sourcewell participating entities obtain the proper pricing.	Our internal audit program would include the following key components: Regular Pricing Audits – Our finance and sales teams will conduct periodic reviews of all transactions with Sourcewell participating entities to ensure adherence to the agreed-upon pricing structure. This includes cross-referencing invoices, purchase orders, and contract terms. Those audits could easily be included in our existing Audit structure as part of our ISO:9001 certification. Internal Compliance Reviews—We will perform internal compliance checks at scheduled intervals, assessing our adherence to contractual obligations, pricing consistency, and reporting accuracy. The findings from these reviews will inform any necessary corrective actions. Dedicated Compliance Point of Contact—A designated compliance officer, specifically the Sourcewell authorised representative, will oversee contract adherence and serve as the primary liaison for any Sourcewell-related pricing inquiries or concerns. Corrective Action Process – If discrepancies or non-compliance are identified, we take immediate corrective action, including process refinements, employee training, and necessary pricing adjustments to ensure full compliance.	*
73	If you are awarded an agreement, provide a few examples of internal metrics that will be tracked to measure whether you are having success with the agreement.	Sales Performance & Growth – We will monitor the total number of transactions and revenue generated through Sourcewell agreements, tracking trends over time to assess adoption and expansion among participating entities. Customer Engagement & Acquisition – The number of new Sourcewell participating entities engaging with our solutions will be tracked to evaluate market penetration and outreach effectiveness. Pricing Compliance & Accuracy – We will regularly audit transactions to ensure correct pricing is applied per the agreement terms, maintaining transparency and compliance with Sourcewell requirements. Customer Satisfaction & Support Metrics – We will measure response times, resolution rates, and customer feedback from Sourcewell participating entities to ensure high-quality service and continuous improvement. Operational Efficiency – Tracking order fulfillment times, contract processing efficiency, and overall ease of transaction execution will help identify any areas for process optimization. Repeat Business & Contract Renewals – Monitoring the frequency of repeat purchases and long-term commitments from Sourcewell entities will indicate satisfaction and trust in our offerings.	*
74	Provide a proposed Administration Fee payable to Sourcewell. The Fee is in consideration for the support and services provided by Sourcewell. The proposed Administrative Fee will be payable to Sourcewell on all completed transactions to Participating Entities utilizing this Agreement. The Administrative Fee will be calculated as a stated percentage, or flat fee as may be applicable, of all completed transactions utilizing this Master Agreement within the preceding Reporting Period defined in the agreement.	Proposed fee of 1% on hardware and 0.5% on services for new clients, for existing client those rate would be reduced by 50%.	*

Table 6B: Pricing Offered

Line Item	The Pricing Offered in this Proposal is: *	Comments	
75	The pricing offered is as good as or better than pricing typically offered through existing cooperative contracts, state contracts, or agencies.	The pricing offered is competitive, especially considering that expensive periodic calibration or other extras are not required with our technologies. The client can also ask to receive pricing, including all non-recurring costs listed in question #68, to better fit its CAPEX and OPEX budget objectives. We can also provide preliminary rough order of magnitude (ROM) pricing upon request for budget planning.	*

Table 7A: Depth and Breadth of Offered Solutions (200 Points, applies to Table 7A and 7B)

Line Item	Question	Response *	
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76	<p>Provide a detailed description of all the Solutions offered, including used Solutions if applicable, offered in the proposal.</p>	<p>Infodev's Automatic People/Passenger Counting (APC) systems are offered with the option of two different technological underpinnings. For two decades, we have offered a solution based on GW-400 onboard computer and DA-400 sensors series as the optimal solution for passenger counting. The DA-400 is an optical-based sensor that counts with a typical accuracy of 97.5%-99.5% and has been installed in thousands of vehicles in the US, Canada and Europe.</p> <p>Alternatively, Infodev has spent several years using its extensive knowledge of automatic passenger counting to develop an anonymous camera-based AI system that now achieves 99.8% accuracy (2 errors on 1000 passengers). For what we know, it is one of the best, if not the best counting accuracy available on the market, and experienced clients understand that this accuracy is revolutionary and fundamental for taking the right decisions.</p> <p>This latter system consists of a GW-1000 AI Processing Unit and our DA-1000 high-performance camera-based sensors and is now in revenue service for clients with advanced APC operations. This technology is not based on facial recognition and respect people's anonymity.</p> <p>APC System Overview for Transit</p> <p>Both options share almost identical system architecture. One sensor (DA-400 or DA-1000) is installed at or near each door to detect passengers boarding and leaving the vehicle. The raw signal or footage is then sent to a computing device (GW-400 or GW-1000). The GW provides power and communication to each sensor and processes the measurements from the sensors into counts. The GW sends the relevant information to external systems (CAD/AVL, cell modem, server, etc.) through an Ethernet interface. The GW can include a unique GPS with an inertial motion unit (IMU) platform to work underground or in an urban canyon environment.</p> <p>The results from the APC (Timestamp, Position, Ins/Outs, Door opening/closing, etc.) are then recorded in the system. The information collected by the GW can either be processed on-board or be pushed to an external server for post-processing steps. This can happen in real-time by giving the real-time passenger load onboard or at the end of the day when the vehicle is returned to the depot for historical data analysis. The post-processing done on the server consists of assembling the data from all the vehicles, independently matching the data to blocks/trips imported from the schedule (HASTUS, Trapeze, etc.), performing an automated quality check to remove unwanted information, and finally exporting the information through various methods (SFTP, API, WebReports, etc.). Our systems can also push data to the existing CAD/AVL system using various protocols, and Infodev has experience with most CAD/AVL providers.</p> <p>Infodev ensures that the produced data is accurate, reliable, and traceable throughout the entire chain. This allows transit agencies to obtain a clean output dataset to produce reports to US National Transit Database (NTD reporting), send real-time information to passengers, and more. The main advantage of performing every step in the processing chain, from the sensor to the final report, is that Infodev can take full responsibility for the data provided and maintain the fleet over time.</p> <p>AI-Based People and Passenger Counting System</p> <p>Infodev's AI-based Automatic People and Passenger Counting system can also identify objects like luggage, wheelchairs, bicycles, strollers, and more. It can also differentiate adults from children, regardless of height. These counts are possible regardless of outside conditions, such as summer glare or night-time darkness. Some cases that were thought impossible to count correctly, such as a child in their mother's arms, are now detected and correctly counted. The system can flag when it is unsure of some counts, which allows for monitoring of the accuracy and continuous improvement over time.</p> <p>We aim to do more than count passengers. We provide anonymous and comprehensive datasets to help our clients gain a deeper insight into their passengers or visitors.</p> <p>APC System Overview for Buildings</p> <p>Our APC systems are designed for various environments, delivering high-accuracy data to help optimize customer service, staffing, safety purposes, and energy efficiency and management. Our advanced traffic analysis tools enhance operational efficiency by offering user-friendly reporting and customizable analytics to improve cost management, return on investment, and strategic planning. As part of our turnkey solutions, we provide expert consultation, tailored system design, and in-house manufacturing.</p> <p>In summary, Infodev's Automatic People/Passenger Counting solutions provide significant value to Sourcewell participating entities by facilitating optimized operations, informed data-driven decision-making, and improved customer experiences. Our commitment to quality, innovation, and customer satisfaction ensures that our clients receive reliable solutions tailored to their specific needs. As we continue to evolve and adapt in this dynamic landscape, we strive to empower organizations across various sectors to achieve their operational goals with confidence.</p>
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77	Within this RFP category there may be subcategories of solutions. List subcategory titles that best describe your products and services.	<ul style="list-style-type: none"> • Passenger detection, movement, flow, tracking, and counting at various touch points. • Passenger dwell, occupancy, and service level monitoring, Automatic Passenger Counting (APC). • Queue management, wait times, foot fall traffic patterns and analytics. • Detection and incident monitoring. • AI-sensors for people movement. 	*
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Table 78: Depth and Breadth of Offered Solutions

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

Line Item	Category or Type	Offered *	Comments	
78	Passenger detection, movement, flow, tracking, and counting at various touchpoints, curb-to-gate analytics	<input checked="" type="radio"/> Yes <input type="radio"/> No	Can be used for security gates, fraud prevention, immigration management, gate optimization, retail conversion and terminal operation.	*
79	Passenger dwell, occupancy, and service level monitoring, automatic passenger counting (APC)	<input checked="" type="radio"/> Yes <input type="radio"/> No	We offer data on passenger ins and outs at each door, stops, schedule adherence statistics, and occupancy levels. All this information is provided in a historical format (each day) or in real-time to improve client services. Our new AI can give information such as adults vs children passengers, # of luggage, etc.	*
80	Queue management, wait times, foot fall traffic patterns and analytics, asset utilization	<input checked="" type="radio"/> Yes <input type="radio"/> No	We can offer data on footfall traffic patterns and analytics, as well as wait times, queue management, and more.	*
81	Unusual behavior detection and incident monitoring	<input checked="" type="radio"/> Yes <input type="radio"/> No	With our accurate person detection and tracking, our systems can detect some unusual behaviour. It can also detect and report incident related to passengers boarding and alighting buses and trains.	*
82	Real-time Smart Transit Displays and Equipment	<input type="radio"/> Yes <input checked="" type="radio"/> No	We don't provide directly this equipment, but our data is used to feed these displays and equipment.	*
83	3D vision and AI sensors for people & vehicle movement	<input checked="" type="radio"/> Yes <input type="radio"/> No	Our new AI-based APC sensors can count, detect, and track people and passengers as well as various objects commonly seen in public spaces (strollers, bicycles, bags, backpacks, and more)	
84	Traffic flow dividers, panels and stanchions	<input type="radio"/> Yes <input checked="" type="radio"/> No		
85	Electronic and mobile check-in kiosks	<input type="radio"/> Yes <input checked="" type="radio"/> No		

Exceptions to Terms, Conditions, or Specifications Form

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

Documents

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

1. Documents in PDF format are preferred. Documents in Word, Excel, or compatible formats may also be provided.
 2. Documents should NOT have a security password, as Sourcewell may not be able to open the file. It is your sole responsibility to ensure that the uploaded document(s) are not either defective, corrupted or blank and that the documents can be opened and viewed by Sourcewell.
 3. Sourcewell may reject any response where any document(s) cannot be opened and viewed by Sourcewell.
 4. If you need to upload more than one (1) document for a single item, you should combine the documents into one zipped file. If the zipped file contains more than one (1) document, ensure each document is named, in relation to the submission format item responding to. For example, if responding to the Marketing Plan category save the document as "Marketing Plan."
- [Pricing](#) - Pricing for Sourcewell.pdf - Tuesday March 04, 2025 12:20:12
 - [Financial Strength and Stability](#) - Infodev Good standing.zip - Friday February 28, 2025 08:39:19
 - [Marketing Plan/Samples](#) - Infodev_MarketingPlan_Sourcewell.pdf - Sunday February 23, 2025 13:27:14
 - WMBE/MBE/SBE or Related Certificates (optional)
 - [Standard Transaction Document Samples](#) - Infodev_Purchase_Order_Template R2502.pdf - Thursday February 27, 2025 11:08:57
 - Requested Exceptions (optional)
 - [Upload Additional Document](#) - Additionnal Documentation.zip - Tuesday March 04, 2025 10:48:25

Addenda, Terms and Conditions

PROPOSER AFFIDAVIT OF COMPLIANCE

I certify that I am an authorized representative of Proposer and have authority to submit the foregoing Proposal:

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 award.
3. The Proposer certifies that:
 - (1) The prices in this Proposal have been arrived at independently, without, for the purpose of restricting competition, any consultation, communication, or agreement with any other Proposer or competitor relating to-
 - (i) Those prices;
 - (ii) The intention to submit an offer; or
 - (iii) The methods or factors used to calculate the prices offered.
 - (2) The prices in this Proposal have not been and will not be knowingly disclosed by the Proposer, directly or indirectly, to any other Proposer or competitor before award unless otherwise required by law; and
 - (3) No attempt has been made or will be made by Proposer to induce any other concern to submit or not to submit a Proposal for the purpose of restricting competition.
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 is created when a current or prospective supplier is unable to render impartial service to Sourcewell due to the supplier's: a. creation of evaluation criteria during performance of a prior agreement which potentially influences future competitive opportunities to its favor; b. access to nonpublic and material information that may provide for a competitive advantage in a later procurement competition; c. impaired objectivity in providing advice to Sourcewell.
5. Proposer will provide to Sourcewell Participating Entities Solutions in accordance with the terms, conditions, and scope of a resulting master agreement.
6. The Proposer possesses, or will possess all applicable licenses or certifications necessary to deliver Solutions under any resulting master agreement.
7. The Proposer will comply with all applicable provisions of federal, state, and local laws, regulations, rules, and orders.
8. 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, 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. - Pierre Deslauriers, President and Secretary, Infodev Electronic Designers International 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 4 Passenger and Crowd Flow Management RFP 022525 Mon February 24 2025 09:58 AM	<input checked="" type="checkbox"/>	1
Addendum 3 Passenger and Crowd Flow Management RFP 022525 Tue February 18 2025 07:19 AM	<input checked="" type="checkbox"/>	3
Addendum 2 Passenger and Crowd Flow Management RFP 022525 Fri February 14 2025 08:21 AM	<input checked="" type="checkbox"/>	7
Addendum 1 Passenger and Crowd Flow Management RFP 022525 Tue February 11 2025 08:13 AM	<input checked="" type="checkbox"/>	2