

**MASTER AGREEMENT #022525****CATEGORY: Passenger and Crowd Flow Management Solutions and Related Products****SUPPLIER: Kaizen Laboratories 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 Kaizen Laboratories Inc., 17 W. 20<sup>th</sup> St. Floor 5, New York, NY 10011 (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, 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 will perform materially in accordance with its Documentation and will be provided in a workmanlike manner consistent with applicable laws.
- iv) **Disclaimer.** SUPPLIER MAKES NO ADDITIONAL REPRESENTATION OR WARRANTY OF ANY KIND WHETHER EXPRESS, IMPLIED. COMPANY DOES NOT WARRANT AGAINST INTERFERENCE WITH THE ENJOYMENT OF THE INCLUDED SOLUTIONS. SUPPLIER DOES NOT WARRANT THAT THE INCLUDED SOLUTIONS ARE ERROR-FREE OR THAT OPERATION OF THE INCLUDED SOLUTIONS WILL BE SECURE OR UNINTERRUPTED. SUPPLIER DOES NOT WARRANT THAT ANY INFORMATION PROVIDED THROUGH THE INCLUDED SOLUTIONS IS ACCURATE OR COMPLETE OR THAT ANY INFORMATION PROVIDED THROUGH THE INCLUDED SOLUTIONS WILL ALWAYS BE AVAILABLE. SUPPLIER EXERCISES NO CONTROL OVER AND EXPRESSLY DISCLAIMS ANY LIABILITY ARISING OUT OF OR BASED UPON THE RESULTS OF PARTICIPATING ENTITY'S USE OF THE INCLUDED SOLUTIONS.

- 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 Sourcwell 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 Sourcwell 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 a 1.5% Administrative Fee to Sourcewell on all completed transactions to Participating



Entities utilizing this Agreement. 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; Limitation of Liability.** Supplier must indemnify, defend, save, and hold Sourcewell, including their agents and employees, harmless from any third party claims or causes of action, including reasonable attorneys' fees incurred by Sourcewell, due to an uncured material breach of this Agreement arising out of any negligence or willful misconduct 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. NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED IN THIS AGREEMENT, NEITHER PARTY WILL, UNDER ANY CIRCUMSTANCES, BE LIABLE TO THE OTHER PARTY FOR CONSEQUENTIAL, INCIDENTAL, SPECIAL, OR EXEMPLARY DAMAGES ARISING OUT OF OR RELATED TO THIS AGREEMENT, INCLUDING BUT NOT LIMITED TO LOST PROFITS OR LOSS OF BUSINESS, EVEN IF SUCH PARTY IS APPRISED OF THE LIKELIHOOD OF SUCH DAMAGES OCCURRING. UNDER NO CIRCUMSTANCES WILL SUPPLIER'S TOTAL LIABILITY OF ALL KINDS ARISING OUT OF OR RELATED TO THIS AGREEMENT (INCLUDING BUT NOT LIMITED TO WARRANTY CLAIMS), REGARDLESS OF THE FORUM AND REGARDLESS OF WHETHER ANY ACTION OR CLAIM IS BASED ON CONTRACT, TORT, OR OTHERWISE, EXCEED FIFTY THOUSAND DOLLARS (\$50,000.00) PER OCCURRENCE.
- 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) and all rights and obligations of both parties, including all licenses granted hereunder, shall immediately terminate. 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 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.

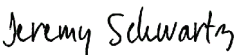
- 1) **Quotes to Participating Entities.** Suppliers are encouraged to provide all pricing information regarding the total cost of acquisition when quoting to a Participating Entity. Suppliers and Participating Entities are encouraged to include all cost specifically associated with or included within 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, limits on liability, licensing 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 determined by Participating Entity and Supplier. 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. Any transaction documents mutually agreed to and entered into between Supplier and Participating Entity will include Supplier's standard order form and Digital Services Terms and Conditions that will govern Participating Entity's use of Suppliers Included Solutions.
- 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.


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- 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

Kaizen Laboratories, Inc.

Signed by:  
  
 By: C0FD2A139D06489...  
 Jeremy Schwartz  
 Title: Chief Procurement Officer  
 Date: 5/29/2025 | 8:01 PM CDT

Signed by:  
  
 By: 8A0BC906BCBD494...  
 Nikhil Reddy  
 Title: Co-Founder & CEO  
 Date: 5/29/2025 | 11:22 AM CDT



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

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## Vendor Details

Company Name: Kaizen Laboratories Inc

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

Address: 17 W 20th St Fl 5  
New York, NY 10011

Contact: David Jones

Email: david@kaizenlabs.co

Phone: 206-920-8204

HST#: 88-2254703

## Submission Details

Created On: Wednesday February 19, 2025 16:23:28

Submitted On: Tuesday March 04, 2025 12:18:24

Submitted By: David Jones

Email: david@kaizenlabs.co

Transaction #: 00f166dc-ca15-45cc-9665-5f7515aebd25

Submitter's IP Address: 147.243.189.7

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## 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.	Kaizen Laboratories 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, Kaizen Laboratories Inc. is the responsible supplier that will execute the master agreement with Sourcewell.	*
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).	D.B.A: Kaizen; Kaizen Labs	*
4	Provide your CAGE code or Unique Entity Identifier (SAM):	UEI: KZ7NSHFWWSF8	*
5	Provide your NAICS code applicable to Solutions proposed.	541511	
6	Proposer Physical Address:	17 W 20th St Fl 5, New York, NY 10011	*
7	Proposer website address (or addresses):	www.kaizenlabs.co	*
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):	Name: Nikhil Reddy Title: Co-Founder & CEO Address: 17 W 20th St Fl 5, New York, NY 10011 Email: nikhil@kaizenlabs.co Phone: 408-623-7000	*
9	Proposer's primary contact for this proposal (name, title, address, email address & phone):	Name: Nikhil Reddy Title: Co-Founder & CEO Address: 17 W 20th St Fl 5, New York, NY 10011 Email: nikhil@kaizenlabs.co Phone: 408-623-7000	*
10	Proposer's other contacts for this proposal, if any (name, title, address, email address & phone):	Name: John Puma Title: Business Operations Lead 17 W 20th St Fl 5, New York, NY 10011 Email: john@kaizenlabs.co Phone: 408-623-7000	*

**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>Kaizen Laboratories Inc. ("Kaizen Labs" or "Kaizen") was founded with a vision to transform how communities interact with local government services, particularly in parks and recreation management. Our team identified inefficiencies in outdated municipal reservation systems and recognized the need for a technology-driven, user-friendly solution. Since our inception, Kaizen has been committed to civic innovation, leveraging cutting-edge technology to create tailored solutions that enhance accessibility, efficiency, and engagement between public institutions and the communities they serve.</p> <p>Founded in 2020 and incorporated in 2022, Kaizen Labs is a minority-owned firm dedicated to developing high-quality civic products that meet the evolving needs of municipal and governmental clients. Our team consists of industry leaders with backgrounds in engineering, design, and product development from some of the world's top technology companies. By applying our expertise, we have built a reputation for delivering intuitive, affordable, and scalable software solutions tailored to public sector requirements.</p> <p>We believe that government technology should offer the same quality, performance, and design standards as leading private sector platforms. Our approach prioritizes usability, continuous improvement, and long-term partnership with our clients. With a focus on accessibility and flexibility, we ensure that our systems evolve alongside the needs of municipalities, providing constant updates, design enhancements, and security improvements.</p>	*
12	What are your company's expectations in the event of an award?	<p>If awarded the contract, Kaizen Labs anticipates a collaborative partnership with Sourcewell. We are committed to delivering a fully customized Passenger and Crowd Flow Management Solution that integrates seamlessly with existing infrastructure while providing enhanced functionality, security, and user experience. Our expectations include:</p> <p>A close working relationship with Sourcewell stakeholders to ensure smooth implementation and adoption.</p> <p>Providing comprehensive onboarding, staff training, and technical support.</p> <p>Ongoing software updates and system enhancements at no additional cost.</p> <p>Continuous performance monitoring and proactive issue resolution to ensure operational efficiency.</p> <p>Integration with existing financial, ERP, and GIS systems to enhance usability and reporting capabilities.</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.	<p>Given the public nature of Sourcewell's RFP, Kaizen is unable to disclose confidential and proprietary financial details in our proposal. However, we are able to share some information regarding our financial health and stability for Sourcewell's review.</p> <p>Kaizen is a privately held, venture capital-backed company, with institutional investors representing billions of dollars worth of assets. Since its inception, our company has faced no issues regarding our financial health and stability. Kaizen's financial health is supported by strategic venture capital funding, a sustainable revenue model, cost-efficient operations, and a proven track record in delivering value to municipal clients. Our company's transparency, qualifications, and focus on long-term client success further reinforce our financial stability and reliability as a partner.</p> <p>If Sourcewell has additional questions, we would be happy to provide further information or set up a call with our Head of Finance to answer any specific questions that Sourcewell may have regarding our company's financial health.</p>	*
14	What is your US market share for the Solutions that you are proposing?	<p>Kaizen Labs has an expanding U.S. footprint in the recreation management sector. In addition to recreation management for municipalities at the town, city, and county level, we are deploying our solution for major state park systems to manage the flow of millions of visitors per season. While exact market share percentages are proprietary, our solutions are actively deployed in major government institutions, including:</p> <p>Maricopa County, AZ (serving 4,500,000 residents)</p> <p>City of Sarasota, FL (200,000 residents)</p> <p>MetroParks of Butler County, OH (400,000 residents)</p> <p>Pima County, AZ (1,000,000 residents)</p> <p>City of Weymouth, MA (75,000 residents)</p>	*
15	What is your Canadian market share for the Solutions that you are proposing?	Kaizen does not have a presence in Canada at this time.	*

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 Sourcewell if it enters a bankruptcy proceeding at any time during the pendency of this RFP evaluation.	Kaizen Laboratories Inc. has not been involved in any bankruptcy proceedings in the past seven years. Additionally, we have no pending litigation, closures, mergers, or financial distress that would impact our ability to fulfill contractual obligations.	*
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?	Kaizen Labs is classified as a service provider, specializing in the design, development, implementation, and maintenance of cloud-based civic software solutions. We do not operate as a distributor, dealer, or reseller. Our solutions are developed in-house by Kaizen employees, and we manage all aspects of product delivery, customer support, and ongoing maintenance. Our dedicated engineering, implementation, and customer success teams ensure seamless deployment and user adoption.	*
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.	Kaizen Labs holds the following certifications:  PCI Service Provider Level 1 Certification  SOC 1 and SOC 2 Compliance  EMVCo Level 1 and Level 2 Certification (for POS hardware)  Cybersecurity and Data Breach Insurance Coverage  We ensure compliance with federal and state regulations. Additionally, Kaizen will secure all required Minnesota state certifications and registrations upon intent to award.	*
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 Sourcewell if it enters a debarment or suspension status any time during the pendency of this RFP evaluation.	Kaizen Laboratories Inc. has not been debarred or suspended in the past seven years and will notify Sourcewell if any changes occur.	*
20	Describe any relevant industry awards or recognition that your company has received in the past five years.	Kaizen Labs has been recognized for its contributions to civic technology and user experience design. Our team has received accolades for excellence in software innovation and service delivery. We are recognized as a subject-matter-expert on technology in parks and recreation and speak at associations, industry conferences, and events across the country regularly. We were also recognized as a winner of the Colorado Smart City Alliance and have been a finalist 3 years in a row for our work providing innovative technology solutions to municipalities in Colorado. <a href="https://coloradosmart.city/">https://coloradosmart.city/</a>	*
21	What percentage of your sales are to the governmental sector in the past three years?	All (100%) of Kaizen Labs' revenue comes from government contracts, primarily within municipal and state agencies.	*
22	What percentage of your sales are to the education sector in the past three years?	We do not currently have any sales to the education sector but we have identified opportunities to serve this market with some of our solutions.	*
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?	Kaizen has one cooperative agreement with Pima County Arizona via the SAVE cooperative.	*
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?	Kaizen does not have any GSA or SOSA agreements, to date.	*

**Table 2B: References/Testimonials**

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

Entity Name *	Contact Name *	Phone Number *	
Pima County, AZ	Robert Padilla	520-724-5235	*
Maricopa County, AZ	Jennifer Waller	602-506-9500	*
City of Sarasota, CA	Mark Hamilton	941-263-6565	*
City of St. George, UT	Sadie Bassett	435-627-4500	
Knox County, TN	Joseph Mack	865-215-6600	

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

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

Line Item	Question	Response *	
26	Sales force.	Kaizen Labs has a dedicated sales team that works directly with government agencies to understand their recreation and park management needs. Our sales representatives are based throughout the U.S. and have extensive experience working with municipal and state-level contracts. These team members are direct Kaizen employees, ensuring consistency in service quality and product knowledge.	*
27	Describe the network of Authorized Sellers who will deliver Solutions, including dealers, distributors, resellers, and other distribution methods.	Kaizen Labs does not rely on third-party dealers or resellers for software sales. Our solutions are provided directly to government agencies, allowing us to maintain a high level of customization, compliance, and security. We handle software sales, onboarding, and implementation internally, ensuring that each client receives hands-on support.	*
28	Service force.	Kaizen Labs operates a dedicated customer support team and implementation specialists who oversee system deployment, training, and technical support. Our team includes:  System Engineers responsible for technical integration. Implementation Specialists who guide agencies through setup and onboarding. Customer Support Representatives available for troubleshooting and user inquiries. All service professionals are Kaizen employees, ensuring accountability and expertise	*
29	Describe the ordering process. If orders will be handled by distributors, dealers or others, explain the respective roles of the Proposer and others.	Orders are processed directly through Kaizen Labs, eliminating the need for third-party distributors. The ordering process includes:  Initial Consultation – Agencies meet with Kaizen representatives to define requirements. Proposal and Agreement – A tailored service agreement is provided. System Configuration – Customization and onboarding begin. Implementation – Kaizen staff handles setup, training, and testing. Ongoing Support – Clients receive continuous updates and assistance	*
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.	Kaizen Labs provides 24/7 emergency support for critical system issues, ensuring a 15-minute response time with a 1-hour resolution for outages. High-priority issues receive a 30-minute response with a 4-hour resolution, while lower-priority concerns are addressed within 1 hour and resolved within 8 hours. Our support channels include email, phone, and Microsoft Teams, with an on-call technician always available. We offer online user forums, monthly webinars, and unlimited free virtual and in-person training, ensuring continuous client support. Additionally, we provide monthly software updates and quarterly feature rollouts at no extra cost to keep our solutions optimized.	*
31	Describe your ability and willingness to provide your products and services to Sourcewell participating entities.	Kaizen Labs is fully prepared to serve all Sourcewell participating entities across the United States. Our cloud-based, scalable, and customizable recreation management platform is designed to meet the needs of municipalities, parks departments, counties, and public institutions. Our system integrates seamlessly with existing CRM, ERP, IoT, and access control systems, ensuring a flexible and adaptable solution for Sourcewell members.	*
32	Describe your ability and willingness to provide your products and services to Sourcewell participating entities in Canada.	While our primary client base is in the United States, we are fully capable and willing to provide our solutions to Canadian Sourcewell participants and will work closely with each entity to ensure compliance with any local regulatory or technology requirements.	*
33	Identify any geographic areas of the United States or Canada that you will NOT be fully serving through the proposed agreement.	Kaizen Labs is proud to offer nationwide service across the United States and is actively evaluating opportunities to expand in Canada. At this time, there are no stated exclusions for service availability within the U.S. and Canada.	*

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.	Kaizen Labs is proud to offer nationwide service across the United States and is actively evaluating opportunities to expand in Canada. At this time, there are no stated exclusions for service availability within the U.S. and Canada.	*
35	Define any specific requirements or restrictions that would apply to our participating entities in Hawaii and Alaska and in US Territories.	Our cloud-based platform enables us to serve Sourcewell members in all 50 U.S. states, including Hawaii and Alaska, as well as U.S. Territories. While our software solutions are fully available in these locations, the following considerations apply:  Regardless of geographic location, our remote support and cloud-hosted software ensure seamless implementation and service continuity.	*
36	Will Proposer extend terms of any awarded master agreement to nonprofit entities?	Kaizen Labs is pleased to extend our master agreement terms to nonprofit organizations that are part of Sourcewell. We recognize the critical role that nonprofit organizations play in delivering community services, and we are committed to ensuring they have full access to our technology solutions at the same level as other Sourcewell members.  By working with Sourcewell, Kaizen Labs aims to make our best-in-class, government-grade solutions accessible and adaptable for a wide range of organizations, ensuring they can efficiently serve their communities.	*

**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.	Kaizen Labs uses a multi-channel marketing approach to promote our solutions to Sourcewell members. Our outreach strategy includes email campaigns, thought leadership content, industry event participation, and digital advertising. We actively engage with municipalities, parks departments, and educational institutions, ensuring they are informed about the benefits of our solutions. Our experienced sales team is skilled in providing potential customers the most efficient procurements options through cooperative agreements and would develop a tailored approach to promote the Sourcewell contract. We also provide marketing collateral, including brochures, case studies, and promotional videos, to Sourcewell participating entities upon request.	*
38	Describe your use of technology and digital data (e.g., social media, metadata usage) to enhance marketing effectiveness.	We leverage AI-driven analytics, metadata optimization, and social media engagement to enhance our marketing strategy. Google Analytics and Salesforce CRM allow us to track visitor behavior and personalize outreach efforts. Automated email and SMS notifications keep clients informed about software updates, training, and new features.	*
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?	Kaizen Labs views Sourcewell as a strategic partner in expanding our reach to government and nonprofit agencies. We collaborate on co-branded webinars, marketing materials, and lead sharing, ensuring Sourcewell members understand the benefits of our solutions. Additionally, we integrate Sourcewell-awarded agreements into our sales enablement process to simplify procurement for participating entities.	*
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.	Yes, Kaizen Labs ensures that Sourcewell members can seamlessly purchase and deploy our solutions through e-procurement, reducing administrative burden and improving efficiency	*

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

Line Item	Question	Response *	
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.	Kaizen Labs offers a structured and comprehensive training program to ensure Sourcewell participating entities maximize the benefits of our solutions. Training is available in multiple formats, including in-person, virtual, and on-site sessions, all provided at no additional cost. Our in-person training is conducted by senior-level personnel and includes hands-on learning experiences. Virtual training sessions are available on demand, ensuring flexibility for staff. The training structure includes modules on visitor-facing workflows, admin interface operations, third-party integrations, and live simulation testing. We also offer ongoing refresher courses and recorded sessions to facilitate long-term skill development. All travel, lodging, and material costs associated with training are covered by Kaizen Labs, reinforcing our commitment to customer success.	*



42	Describe any technological advances that your proposed Solutions offer.	Kaizen Labs leverages AI-driven insights, predictive analytics, and cloud-native architecture to provide advanced, scalable, and efficient solutions. Our platform uses machine learning to forecast visitor demand, optimize resource allocation, and dynamically adjust availability and pricing based on historical data, seasonal trends, and weather conditions. We ensure 99.9% uptime through our Google Cloud infrastructure, which supports over 100,000 concurrent users. Additionally, our software seamlessly integrates with CRM, ERP, IoT devices, automated kiosks, and RFID access gates, making it adaptable to various operational needs. These technological advancements empower Sourcewell members to streamline their operations while improving user experience and accessibility.	*
43	Describe any "green" initiatives that relate to your company or to your Solutions, and include a list of the certifying agency for each.	Sustainability is a core value at Kaizen Labs, reflected in our cloud-optimized infrastructure, paperless transactions, and energy-efficient practices. By hosting our platform on Google Cloud, which operates on 100% renewable energy, we significantly reduce our carbon footprint compared to traditional, energy-intensive data centers. Our solutions promote digital reservations, electronic ticketing, and mobile-based access management, minimizing paper waste and contributing to environmentally responsible operations. These initiatives align with industry best practices for sustainability, ensuring that Sourcewell members benefit from eco-friendly technology.	*
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.	Kaizen Labs aligns with Google Cloud's carbon-neutral initiatives, ensuring that our cloud infrastructure supports sustainability. While we do not currently hold specific third-party-issued eco-certifications for our own software, our reliance on a fully renewable energy-powered hosting provider ensures compliance with energy efficiency best practices. This commitment to sustainability allows Sourcewell members to leverage environmentally responsible technology solutions.	*
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?	Kaizen Labs differentiates itself through tailored software solutions, zero additional fees for training and support, and a high-performance AI-driven platform. Our solutions are fully customizable, ensuring seamless integration with existing systems while providing a superior user experience with automated resource optimization and predictive analytics. We also offer unlimited software updates and customer support at no extra cost, making our model highly cost-effective. Additionally, our multi-channel integration capabilities enable seamless connectivity with other operational platforms, ensuring Sourcewell members receive an adaptable, future-proof system.	*
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.	Kaizen Labs' platform features an advanced API framework that allows seamless integration with third-party security and operational systems, including CCTV, WiFi-enabled kiosks, IoT sensors, and RFID/NFC access control. This capability enables automated visitor management, security monitoring, and real-time tracking, enhancing operational efficiency and public safety. The system is designed to integrate with various hardware and software ecosystems, ensuring compatibility with existing infrastructure.	
47	Describe how your solution uses predictive analytics to provide schedule deviation information due to irregular operations, bad weather, or other unforeseen events.	Kaizen's AI-powered predictive analytics proactively monitor real-time data on visitor demand, weather conditions, and operational anomalies, enabling automated schedule adjustments. If an irregular event, such as a severe weather disruption or unexpected facility closure, occurs, our system dynamically updates scheduling, availability, and pricing while sending alerts to users and staff. This real-time adaptability allows Sourcewell members to optimize service continuity and minimize disruptions.	
48	Demonstrate whether your solutions allow flexibility for airports, other transit hubs, or facilities to use various sensor equipment from a variety of suppliers.	Kaizen Labs' open API architecture supports integration with multiple hardware vendors, allowing Sourcewell members to incorporate various sensor-based technologies, such as environmental sensors, traffic monitoring devices, and access control systems. Our platform is designed to remain vendor-agnostic, ensuring flexibility in choosing the best hardware solutions without being locked into proprietary systems. This interoperability enhances long-term scalability and adaptability.	
49	Describe any data ownership or privacy regulations you must comply with and how you accomplish meeting those requirements.	Kaizen Labs adheres to strict data privacy and security regulations, including SOC 2 Type I & II certification, GDPR, and CCPA compliance. All data collected through our platform remains securely stored within U.S.-based Google Cloud data centers, ensuring compliance with federal and state regulations. Additionally, we implement advanced encryption, multi-factor authentication, and role-based access controls to safeguard user information. Sourcewell members retain ownership of their data, with full transparency regarding how it is stored, accessed, and processed.	
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.	Kaizen Labs offers a cost-effective, cloud-based data storage model through our multi-tenant architecture, reducing storage expenses while providing automatic scalability. Unlike traditional on-premise systems, our Google Cloud-hosted platform eliminates costly hardware investments and ensures seamless software updates at no extra charge. All system upgrades are rolled out automatically with no downtime, guaranteeing Sourcewell members continuous access to the latest security and performance enhancements without additional costs.	

**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	Kaizen does not qualify for these certifications.	*
52		Minority Business Enterprise (MBE)	<input type="radio"/> Yes <input checked="" type="radio"/> No	Kaizen does not qualify for MBE.	*
53		Women Business Enterprise (WBE)	<input type="radio"/> Yes <input checked="" type="radio"/> No	Kaizen does not qualify for WBE.	*
54		Disabled-Owned Business Enterprise (DOBE)	<input type="radio"/> Yes <input checked="" type="radio"/> No	Kaizen does not qualify for DOBE.	*
55		Veteran-Owned Business Enterprise (VBE)	<input type="radio"/> Yes <input checked="" type="radio"/> No	Kaizen does not qualify for VBE.	*
56		Service-Disabled Veteran-Owned Business (SDVOB)	<input type="radio"/> Yes <input checked="" type="radio"/> No	Kaizen does not qualify for SDVOB.	*
57		Small Business Enterprise (SBE)	<input type="radio"/> Yes <input checked="" type="radio"/> No	Kaizen does not qualify for SBE.	*
58		Small Disadvantaged Business (SDB)	<input type="radio"/> Yes <input checked="" type="radio"/> No	Kaizen does not qualify for SDB.	*
59		Women-Owned Small Business (WOSB)	<input type="radio"/> Yes <input checked="" type="radio"/> No	Kaizen does not qualify for WOSB.	*

**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.	We provide flexible payment terms depending on the solution implemented and the needs of the entity. While we offer standard 30 day invoicing terms, we also heavily operate on revenue share models to align incentives for our company and the entity's we are serving. We enable modern payment solutions such as tap to pay, card, ACH, google pay, apple pay, and buy now pay later options to all of our customers.	*
61	Describe any leasing or financing options available for use by educational or governmental entities.	We offer flexible payment options tailored to various entities, ensuring they can invest in our solutions while staying within their budget. Our payment models allow entities to transfer all or part of the cost to end users, enabling them to deliver the best possible experience.	*
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.	Service Level Agreement	*
63	Do you accept the P-card procurement and payment process? If so, is there any additional cost to Sourcwell participating entities for using this process?	The use of P-cards is not applicable to Kaizen's business model, as our pricing model aligns around a revenue share percentage of the payment transactions processed via our platform that is used by our government customers.	*

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.	Kaizen Labs operates on a revenue-sharing model, eliminating upfront costs for software implementation and support. We charge 1-10% transactional fee on net billing.	*
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.	Kaizen Labs' pricing model removes all implementation, training, and support fees, creating a significant discount from traditional SaaS or transactional fee-based services. The total cost is \$0 upfront, with a 1-10% transaction-based fee applied post-launch.	*
66	Describe any quantity or volume discounts or rebate programs that you offer.	Given our revenue-sharing pricing model, we do not offer volume-based discounts. However, the percentage will scale with the entity's revenue ensuring they will get a cost effective solution.	*
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.	Kaizen Labs supports the integration of third-party sourced products or related services into our system, which can be supplied at cost or at cost plus a percentage depending on the contractual agreement with the participating entity. Custom quotes are provided for unique requests.	*
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.	There are no additional hidden costs associated with our solution. However, some third-party hardware (e.g., payment kiosks, card readers, iPad kiosks) may be purchased separately. Credit card transaction fees are also separate and may either be covered by the entity or passed to the end user.	*
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.	physical hardware (if required) is subject to standard shipping and delivery charges. These costs vary based on location and volume but are provided transparently before purchase.	*
70	Specifically describe freight, shipping, and delivery terms or programs available for Alaska, Hawaii, Canada, or any offshore delivery.	Shipping to Alaska, Hawaii, Canada, and offshore locations follows standard freight rates, and additional customs or import duties may apply for international destinations.	*
71	Describe any unique distribution and/or delivery methods or options offered in your proposal.	Kaizen Labs leverages cloud-based deployment, eliminating the need for physical infrastructure. For organizations requiring hardware solutions (e.g., POS systems, kiosks, scanners), we partner with national logistics providers to ensure timely fulfillment and installation.	*
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.	To ensure compliance with pricing, service delivery, and contract commitments, Kaizen Labs employs a quarterly self-audit process. This includes reviewing customer invoices, discount applications, and service response times to validate agreement adherence.	*
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.	Key metrics tracked under a Sourcewell agreement include: - Transaction volume and revenue processed. - System uptime and service response times. - User satisfaction and Net Promoter Score (NPS) - Support ticket resolution efficiency. - Adoption rates among Sourcewell participating entities. - These KPIs ensure that our solution remains optimized for Sourcewell members.	*
74	Provide a proposed Administration Fee payable to Sourcewell. The Fee is in consideration for the support and services provided by Sourcewell. The propose an 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.	We suggest taking a tailored approach here to structure the percentage based on each contract used to ensure mutually beneficial terms - we anticipate this fee will range from 0.15% to 1.5% of transactions processed.	*

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.	Kaizen's proposed pricing model provides numerous benefits for our customers, including free implementation services, free support, free training, free maintenance, and free software updates and feature enhancements. This approach is unique within the market and provides long-term value for our customers by not paying in advance for software that has not been implemented yet. Further, our proposed pricing ensures that Kaizen only receives payment when our software is deployed correctly and is used successfully by our customers and public users completing payment transactions.	*

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	Provide a detailed description of all the Solutions offered, including used Solutions if applicable, offered in the proposal.	<p>Kaizen Labs' Passenger Ticketing &amp; Crowd Flow Management System is a comprehensive, AI-driven platform designed to optimize passenger movement, manage high-traffic environments, and ensure seamless ticketing experiences. The solution supports real-time tracking, queue management, ticket sales, and mobile check-in solutions, making it an ideal fit for transit hubs, event venues, and other public spaces requiring efficient crowd flow management.</p> <p>The Kaizen Ticketing Platform includes multi-channel ticketing solutions, allowing passengers to purchase tickets through desktop, mobile applications, and on-site point-of-sale (POS) systems. The real-time capacity tracking feature helps optimize ticket sales and prevent overselling by providing live updates on available slots, ensuring smoother passenger flow through train stations, airports, ports, and public venues. Additionally, the dynamic ticketing system implements timed-entry passes, reducing bottlenecks at security checkpoints and streamlining entry processes.</p> <p>To further support passenger tracking and movement analytics, Kaizen Labs integrates AI-powered sensors and predictive analytics, allowing transit operators and venue managers to monitor passenger movement patterns, detect congestion points, and dynamically adjust crowd distribution. This system also incorporates queue management tools, including automated alerts for high-traffic areas, wait time estimation, and smart lane allocation, ensuring smooth operations at boarding gates, security checkpoints, and ticketing kiosks.</p> <p>Kaizen's event and venue management tools allow administrators to control seating arrangements, customize venue layouts, and allocate resources based on real-time demand. The mobile ticketing feature enhances customer convenience by enabling digital passes, mobile boarding verification, and contactless entry, reducing the reliance on manual check-in processes. To enhance security and fraud prevention, Kaizen incorporates biometric authentication, QR-based access control, and PCI-DSS-compliant payment processing, ensuring a safe and efficient ticketing system.</p> <p>The self-service ticketing kiosks offer an additional layer of automation, allowing passengers to check-in digitally, receive automated entry approvals, and print boarding passes or tickets on-site. Kaizen's system interoperability ensures seamless integration with existing transit ticketing infrastructure, access control systems, and venue management software, making it a scalable and future-proof solution.</p> <p>By implementing data-driven insights, predictive modeling, and AI-powered automation, Kaizen's Passenger Ticketing &amp; Crowd Flow Management System enhances passenger safety, optimizes movement efficiency, and improves the overall transit and event experience. It has been successfully deployed in high-density environments, such as airports, metro systems, and event venues, ensuring fast, efficient, and secure ticketing solutions.</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.	<p>Kaizen Labs' Passenger and Crowd Flow Management System includes an array of advanced solutions that ensure seamless integration, predictive analytics, and automation across airports, transit hubs, and high-traffic venues. Our system supports real-time monitoring, operational optimization, and data-driven decision-making to enhance passenger experience, improve security, and increase efficiency. In addition to the core passenger flow and management capabilities, we offer the following complementary solutions:</p> <p>1. Integration and Interoperability Solutions Kaizen Labs provides a robust API framework that allows for seamless integration with existing CRM, ERP, ticketing, and security systems. Our platform supports real-time data exchange with IoT devices, automated gates, digital kiosks, and smart transit displays. This enables centralized management and real-time control of security checkpoints, ticket validation, and access control systems.</p> <p>2. Crowd Traffic Flow Planning and Design Our AI-driven modeling tools allow transit hubs to simulate various crowd flow scenarios, ensuring that terminal layouts, security queue placements, and boarding procedures are optimized. By leveraging historical and live data, our system provides recommendations on passenger entry points, facility design adjustments, and real-time capacity management.</p> <p>3. Data Analytics and Storage Kaizen Labs employs a cloud-native, scalable data storage infrastructure that supports real-time analytics dashboards for monitoring passenger flow trends, congestion areas, and resource utilization. Our system tracks key performance metrics such as occupancy levels, queue times, and security checkpoint efficiency, allowing administrators to make data-driven decisions.</p> <p>4. Biometric and Automated Screening Solutions Kaizen Labs supports automated biometric screening and identity verification through facial recognition, fingerprint scanning, and contactless boarding pass validation. Our platform integrates with airport security databases and government ID verification systems, ensuring enhanced security and streamlined passenger processing.</p> <p>5. Access Control Management Our RFID, NFC, and barcode-based access control solutions enable touchless entry and exit at security checkpoints, boarding gates, and restricted zones. By integrating with existing security infrastructure, our system enhances passenger authentication, access restriction enforcement, and visitor tracking.</p> <p>6. Timed-Entry Ticketing and Dynamic Capacity Control Kaizen Labs provides smart ticketing solutions that regulate entry times based on real-time crowd density and transit schedules. This ensures efficient crowd distribution, prevents overcapacity, and improves passenger experience. Additionally, our automated fare collection system enables seamless integration with public transit networks.</p> <p>7. Schedule and Capacity Prediction Dashboards Our AI-powered predictive analytics dashboards provide forecasting models that analyze historical travel patterns, weather conditions, and real-time crowd data to adjust operational schedules, staffing, and security checkpoint allocations dynamically. These dashboards empower transit authorities with data-driven decision-making tools to optimize resource planning and minimize delays.</p> <p>Kaizen Labs' end-to-end passenger flow management solutions ensure that Sourcewell participating entities can achieve greater operational efficiency, improved security compliance, and enhanced traveler satisfaction.</p>
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Table 7B: 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
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78	Passenger detection, movement, flow, tracking, and counting at various touchpoints, curb-to-gate analytics	<input checked="" type="radio"/> Yes <input type="radio"/> No	Kaizen Labs' AI-powered detection and movement tracking system provides real-time analytics on passenger flow from entrance to boarding gates. Using machine learning algorithms, IoT sensors, and advanced imaging technology, the platform captures foot traffic density, congestion points, and estimated travel times between key airport and transit hub touchpoints. This solution enhances operational decision-making and helps optimize queue formations, security screening efficiency, and passenger routing	*
79	Passenger dwell, occupancy, and service level monitoring, automatic passenger counting (APC)	<input checked="" type="radio"/> Yes <input type="radio"/> No	Kaizen Labs provides automated passenger counting (APC) and occupancy tracking solutions that enable real-time monitoring of terminal dwell times, security checkpoints, boarding areas, and lounges. This system automatically adjusts passenger flow, staffing allocations, and security procedures based on demand surges or low-traffic conditions. Predictive modeling capabilities also allow for dynamic scheduling adjustments to improve overall service levels and traveler experience	*
80	Queue management, wait times, foot fall traffic patterns and analytics, asset utilization	<input checked="" type="radio"/> Yes <input type="radio"/> No	Kaizen's AI-driven queue management and footfall analytics platform enables real-time tracking of wait times, boarding efficiency, and passenger movement across various transit hubs. By leveraging real-time congestion data, the system automatically adjusts lane openings, check-in procedures, and security staffing to enhance passenger throughput and minimize delays. Additionally, our asset utilization tracking ensures optimal use of terminal seating, baggage claim carousels, and transit vehicle capacity	*
81	Unusual behavior detection and incident monitoring	<input checked="" type="radio"/> Yes <input type="radio"/> No	Kaizen Labs employs AI-powered surveillance integration to detect unusual passenger behavior and potential security threats in real time. This system analyzes movement patterns, dwell times, and biometric data to identify suspicious activity, unattended baggage, and unauthorized access attempts. Security alerts are automatically generated and integrated with existing CCTV and access control systems to enable rapid response by security personnel	*
82	Real-time Smart Transit Displays and Equipment	<input checked="" type="radio"/> Yes <input type="radio"/> No	Kaizen's smart transit display system provides real-time updates on gate changes, estimated boarding times, security queue status, and emergency alerts. Digital signage synchronizes with airport control centers, ticketing platforms, and passenger mobile apps, ensuring seamless communication. These displays are customizable, multilingual, and equipped with AI-powered recommendations for optimal passenger routing	*

83	3D vision and AI sensors for people & vehicle movement	<input checked="" type="radio"/> Yes <input type="radio"/> No	Kaizen Labs integrates 3D vision sensors and AI-powered analytics to monitor both pedestrian and vehicle traffic within transit hubs, parking structures, and drop-off zones. This system enhances crowd control, pedestrian safety, and automated traffic signal adjustments, reducing congestion at boarding gates, security checkpoints, and curbside pickup locations
84	Traffic flow dividers, panels and stanchions	<input checked="" type="radio"/> Yes <input type="radio"/> No	Our dynamic crowd control solutions include automated traffic flow dividers, modular stanchions, and smart queue barriers that adjust in real-time based on congestion levels and passenger movement patterns. These solutions prevent bottlenecks, improve line formation, and optimize pedestrian routing within transit hubs
8	Electronic and mobile check-in kiosks	<input checked="" type="radio"/> Yes <input type="radio"/> No	Kaizen Labs provides touchless, AI-powered mobile check-in kiosks that support biometric authentication, RFID/NFC-enabled ticket scanning, and mobile payment integration. These kiosks enhance passenger experience by reducing manual check-in times and enabling automated boarding processes. Our secure cloud infrastructure ensures seamless synchronization with airline and transit ticketing platforms, further enhancing operational efficiency and security compliance

### Exceptions to Terms, Conditions, or Specifications Form

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

### Documents

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

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

- [Pricing](#) - Pricing\_Kaizen.pdf - Tuesday March 04, 2025 03:24:59
- [Financial Strength and Stability](#) - Financial Information\_Kaizen.pdf - Tuesday March 04, 2025 03:25:06
- [Marketing Plan/Samples](#) - Kaizen Marketing One-Sheet.pdf - Monday March 03, 2025 02:35:40
- WMBE/MBE/SBE or Related Certificates (optional)
- [Standard Transaction Document Samples](#) - Kaizen SLA\_2025.pdf - Monday March 03, 2025 02:38:26
- [Requested Exceptions](#) - 250303\_1158\_Master\_Agreement\_022525\_Passenger\_Crowd\_FLow.docx - Tuesday March 04, 2025 03:19:32
- [Upload Additional Document](#) - Sourcewell\_Kaizen Submission.pdf - Tuesday March 04, 2025 03:25:28

## 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. - John Puma, Business Operations Lead, Kaizen Laboratories 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
<b>Addendum 4 Passenger and Crowd Flow Management RFP 022525</b> Mon February 24 2025 09:58 AM	<input checked="" type="checkbox"/>	1
<b>Addendum 3 Passenger and Crowd Flow Management RFP 022525</b> Tue February 18 2025 07:19 AM	<input checked="" type="checkbox"/>	3
<b>Addendum 2 Passenger and Crowd Flow Management RFP 022525</b> Fri February 14 2025 08:21 AM	<input checked="" type="checkbox"/>	7
<b>Addendum 1 Passenger and Crowd Flow Management RFP 022525</b> Tue February 11 2025 08:13 AM	<input checked="" type="checkbox"/>	2