

**MASTER AGREEMENT #022525****CATEGORY: Passenger and Crowd Flow Management Solutions and Related Products****SUPPLIER: Xovis USA 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 Xovis USA Inc., 14 Arrow Street, Suite 11, Cambridge, MA 02138 (Supplier).

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

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

**Article 1:  
General Terms**

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

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

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

**13) Supplier Representations:**

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

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

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

**16) Provisions for non-United States federal entity procurements under United States federal awards or other awards (Appendix II to 2 C.F.R § 200).** Participating Entities that use United States federal grant or other federal funding to purchase solutions from this Agreement may be subject to additional requirements including the procurement standards of the Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards, 2 C.F.R. § 200. Participating Entities may have additional requirements based on specific funding source terms or conditions. Within this Section, all references to "federal" should be interpreted to mean the United States federal government. The following list applies when a Participating Entity accesses Supplier's Included Solutions with United States federal funds.

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

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

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

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

vi) **DEBARMENT AND SUSPENSION (EXECUTIVE ORDERS 12549 AND 12689).** A contract award (see 2 C.F.R. § 180.220) must not be made to parties listed on the government wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 C.F.R. § 180 that implement Executive Orders 12549 (3 C.F.R. § 1986 Comp., p. 189) and 12689 (3 C.F.R. § 1989 Comp., p. 235), "Debarment and Suspension." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549. Supplier certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation by any federal department or agency.

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

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

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

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

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

xii) **PROCUREMENT OF RECOVERED MATERIALS (2 C.F.R. § 200.322).** A non-federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 C.F.R. § 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

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

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

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

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

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

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

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

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

## **Article 2: Sourcewell and Supplier Obligations**

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

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

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

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

Sourcewell's Authorized Representative is its Chief Procurement Officer.

- 4) **Performance Reviews.** Supplier will perform a minimum of one review with Sourcewell per agreement year. The review will cover transactions to Participating Entities, pricing and terms, administrative fees, sales data reports, performance issues, supply chain issues, customer issues, and any other necessary information.

- 5) **Sales Reporting Required.** Supplier is required as a material element to this Master Agreement to report all completed transactions with Participating Entities utilizing this Agreement. Failure to provide complete and accurate reports as defined herein will be a material breach of the Agreement and Sourcewell reserves the right to pursue all remedies available at law including cancellation of this Agreement.
- 6) **Reporting Requirements.** Supplier must provide Sourcewell an activity report of all transactions completed utilizing this Agreement. Reports are due at least once each calendar quarter (Reporting Period). Reports must be received no later than 45 calendar days after the end of each calendar quarter. Supplier may report on a more frequent basis in its discretion. Reports must be provided regardless of the amount of completed transactions during that quarter (i.e., if there are no sales, Supplier must submit a report indicating no sales were made).

The Report must contain the following fields:

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

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

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

- 7) **Administrative Fee.** In consideration for the support and services provided by Sourcewell, Supplier will pay an Administrative Fee to Sourcewell on all completed transactions to Participating Entities utilizing this Agreement. Supplier will include its Administrative Fee within its proposed pricing. Supplier may not directly charge Participating Entities to offset the Administrative Fee.
- 8) **Fee Calculation.** Supplier's Administrative Fee payable to Sourcewell will be calculated as a stated percentage (listed in Supplier's Proposal) of all completed transactions utilizing this Master Agreement within the preceding Reporting Period. For certain categories, a flat fee may be proposed. The Administrative Fee will be stated in Supplier's Proposal.
- 9) **Fee Remittance.** Supplier will remit fee to Sourcewell no later than 45 calendar days after the close of the preceding calendar quarter in conjunction with Supplier's Reporting Period obligations defined herein. Payments should note the Supplier's name and Sourcewell-assigned Agreement number in the memo; and must be either mailed to Sourcewell above "Attn: Accounts Receivable" or remitted electronically to Sourcewell's banking institution per Sourcewell's Finance department instructions.

- 10) **Noncompliance.** Sourcewell reserves the right to seek all remedies available at law for unpaid or underpaid Administrative Fees due under this Agreement. Failure to remit payment, delinquent payments, underpayments, or other deviations from the requirements of this Agreement may be deemed a material breach and may result in cancellation of this Agreement and disbarment from future Agreements.
- 11) **Audit Requirements.** Pursuant to Minn. Stat. § 16C.05, subdivision 5, the books, records, documents, and accounting procedures and practices relevant to this Agreement are subject to examination by Sourcewell and the Minnesota State Auditor for a minimum of six years from the end of this Agreement. Supplier agrees to fully cooperate with Sourcewell in auditing transactions under this Agreement to ensure compliance with pricing terms, correct calculation and remittance of Administrative Fees, and verification of transactions as may be requested by a Participating Entity or Sourcewell.
- 12) **Assignment, Transfer, and Administrative Changes.** Supplier may not assign or otherwise transfer its rights or obligations under this Agreement without the prior written consent of Sourcewell. Such consent will not be unreasonably withheld. Sourcewell reserves the right to unilaterally assign all or portions of this Agreement within its sole discretion to address corporate restructurings, mergers, acquisitions, or other changes to the Responsible Party and named in the Agreement. Any prohibited assignment is invalid. Upon request Sourcewell may make administrative changes to agreement documentation such as name changes, address changes, and other non-material updates as determined within its sole discretion.
- 13) **Amendments.** Any material change to this Agreement must be executed in writing through an amendment and will not be effective until it has been duly executed by the parties.
- 14) **Waiver.** Failure by Sourcewell to enforce any right under this Agreement will not be deemed a waiver of such right in the event of the continuation or repetition of the circumstances giving rise to such right.
- 15) **Complete Agreement.** This Agreement represents the complete agreement between the parties for the scope as defined herein. Supplier and Sourcewell may enter into separate written agreements relating specifically to transactions outside of the scope of this Agreement.
- 16) **Relationship of Sourcewell and Supplier.** This Agreement does not create a partnership, joint venture, or any other relationship such as employee, independent contractor, master-servant, or principal-agent.
- 17) **Indemnification.** Supplier must indemnify, defend, save, and hold Sourcewell, including their agents and employees, harmless from any claims or causes of action, including attorneys' fees incurred by Sourcewell, arising out of any act or omission in the performance of this Agreement by the Supplier or its agents or employees; this indemnification includes injury or death to person(s) or property alleged to have been caused by some defect in design, condition, or performance of Included Solutions under this Agreement. Sourcewell's responsibility will be governed by the State of Minnesota's Tort Liability Act (Minnesota Statutes Chapter 466) and other applicable law.
- 18) **Data Practices.** Supplier and Sourcewell acknowledge Sourcewell is subject to the Minnesota Government Data Practices Act, Minnesota Statutes Chapter 13. As it applies to all data created and

maintained in performance of this Agreement, Supplier may be subject to the requirements of this chapter.

**19) Grant of License.**

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

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

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

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

**c) Use; Quality Control.**

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

ii) Each party agrees to use, and to cause its Permitted Sublicensees to use, the other party's trademarks only in good faith and in a dignified manner consistent with such party's use of the trademarks. Each party may make written notice to the other regarding misuse under this section. The offending party will have 30 days of the date of the written notice to cure the issue or the license/sublicense will be terminated.

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

**20) Venue and Governing law between Sourcewell and Supplier Only.** The substantive and procedural laws of the State of Minnesota will govern this Agreement between Sourcewell and Supplier. Venue for all legal proceedings arising out of this Agreement between Sourcewell and Supplier will be in court of competent jurisdiction within the State of Minnesota. This section does not apply to any dispute between Supplier and Participating Entity. This Agreement reserves the right for Supplier and Participating Entity to negotiate this term to within any transaction documents.

- 21) **Severability.** If any provision of this Agreement is found by a court of competent jurisdiction to be illegal, unenforceable, or void then both parties will be relieved from all obligations arising from that provision. If the remainder of this Agreement is capable of being performed, it will not be affected by such determination or finding and must be fully performed.
- 22) **Insurance Coverage.** At its own expense, Supplier must maintain valid insurance policy(ies) during the performance of this Agreement with insurance company(ies) licensed or authorized to do business in the State of Minnesota having an "AM BEST" rating of A- or better, with coverage and limits of insurance not less than the following:
- a) **Commercial General Liability Insurance.** Supplier will maintain insurance covering its operations, with coverage on an occurrence basis, and must be subject to terms no less broad than the Insurance Services Office ("ISO") Commercial General Liability Form CG0001 (2001 or newer edition), or equivalent. At a minimum, coverage must include liability arising from premises, operations, bodily injury and property damage, independent contractors, products-completed operations including construction defect, contractual liability, blanket contractual liability, and personal injury and advertising injury. All required limits, terms and conditions of coverage must be maintained during the term of this Agreement.
    - \$1,500,000 each occurrence Bodily Injury and Property Damage
    - \$1,500,000 Personal and Advertising Injury
    - \$2,000,000 aggregate for products liability-completed operations
    - \$2,000,000 general aggregate
  - b) **Certificates of Insurance.** Prior to execution of this Agreement, Supplier must furnish to Sourcewell a certificate of insurance, as evidence of the insurance required under this Agreement. Prior to expiration of the policy(ies), renewal certificates must be mailed to Sourcewell, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 or provided to in an alternative manner as directed by Sourcewell. The certificates must be signed by a person authorized by the insurer(s) to bind coverage on their behalf. Failure of Supplier to maintain the required insurance and documentation may constitute a material breach.
  - c) **Additional Insured Endorsement and Primary and Non-contributory Insurance Clause.** Supplier agrees to list Sourcewell, including its officers, agents, and employees, as an additional insured under the Supplier's commercial general liability insurance policy with respect to liability arising out of activities, "operations," or "work" performed by or on behalf of Supplier, and products and completed operations of Supplier. The policy provision(s) or endorsement(s) must further provide that coverage is primary and not excess over or contributory with any other valid, applicable, and collectible insurance or self-insurance in force for the additional insureds.
  - d) **Waiver of Subrogation.** Supplier waives and must require (by endorsement or otherwise) all its insurers to waive subrogation rights against Sourcewell and other additional insureds for losses paid under the insurance policies required by this Agreement or other insurance applicable to the Supplier or its subcontractors. The waiver must apply to all deductibles and/or self-insured retentions applicable to the required or any other insurance maintained by the Supplier or its subcontractors. Where permitted by law, Supplier must require similar written express waivers of subrogation and insurance clauses from each of its subcontractors.

- e) **Umbrella/Excess Liability/SELF-INSURED RETENTION.** The limits required by this Agreement can be met by either providing a primary policy or in combination with umbrella/excess liability policy(ies), or self-insured retention.
- 23) **Termination for Convenience.** Sourcewell or Supplier may terminate this Agreement upon 60 calendar days' written notice to the other Party. Termination pursuant to this section will not relieve the Supplier's obligations under this Agreement for any transactions entered with Participating Entities through the date of termination, including reporting and payment of applicable Administrative Fees.
- 24) **Termination for Cause.** Sourcewell may terminate this Agreement upon providing written notice of material breach to Supplier. Notice must describe the breach in reasonable detail and state the intent to terminate the Agreement. Upon receipt of Notice, the Supplier will have 30 calendar days in which it must cure the breach. Termination pursuant to this section will not relieve the Supplier's obligations under this Agreement for any transactions entered with Participating Entities through the date of termination, including reporting and payment of applicable Administrative Fees.

### **Article 3: Supplier Obligations to Participating Entities**

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

- 1) **Quotes to Participating Entities.** Suppliers are encouraged to provide all pricing information regarding the total cost of acquisition when quoting to a Participating Entity. Suppliers and Participating Entities are encouraged to include all cost specifically associated with or included within the Suppliers proposal and Included Solutions within transaction documents.
- 2) **Shipping, Delivery, Acceptance, Rejection, and Warranty.** Supplier's proposal may include proposed terms relating to shipping, delivery, inspection, and acceptance/rejection and other relevant terms of tendered Solutions. Supplier and Participating Entity may negotiate final terms appropriate for the specific transaction relating to non-appropriation, shipping, delivery, inspection, acceptance/rejection of tendered Solutions, and warranty coverage for Included Solutions. Such terms may include, but are not limited to, costs, risk of loss, proper packaging, inspection rights and timelines, acceptance or rejection procedures, and remedies as mutually agreed include notice requirements, replacement, return or exchange procedures, and associated costs.
- 3) **Applicable Taxes.** Participating Entity is responsible for notifying supplier of its tax-exempt status and for providing Supplier with any valid tax-exemption certification(s) or related documentation.
- 4) **Ordering Process and Payment.** Supplier's ordering process and acceptable forms of payment are included within its Proposal. Participating Entities will be solely responsible for payment to Supplier and Sourcewell will have no liability for any unpaid invoice of any Participating Entity.
- 5) **Transaction Documents.** Participating Entity may require the use of its own forms to complete transactions directly with Supplier utilizing the terms established in this Agreement. Supplier's

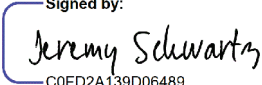
standard form agreements may be offered as part of its Proposal. Supplier and Participating Entity may complete and document transactions utilizing any type of transaction documents as mutually agreed. In any transaction document entered utilizing this Agreement, Supplier and Participating Entity must include specific reference to this Master Agreement by number and to Participating Entity’s unique Sourcewell account number.

- 6) **Additional Terms and Conditions Permitted.** Participating Entity and Supplier may negotiate and include additional terms and conditions within transaction documentation as mutually agreed. Such terms may supplant or supersede this Master Agreement when necessary and as solely determined by Participating Entity. Sourcewell has expressly reserved the right for Supplier and Participating Entity to address any necessary provisions within transaction documents not expressly included within this Master Agreement, including but not limited to transaction cancellation, dispute resolution, governing law and venue, non-appropriation, insurance, defense and indemnity, force majeure, and other material terms as mutually agreed.
- 7) **Subsequent Agreements and Survival.** Supplier and Participating Entity may enter into a separate agreement to facilitate long-term performance obligations utilizing the terms of this Master Agreement as mutually agreed. Such agreements may provide for a performance period extending beyond the full term of this Master Agreement as determined in the discretion of Participating Entity.
- 8) **Participating Addendums.** Supplier and Participating Entity may enter a Participating Addendum or similar document extending and supplementing the terms of this Master Agreement to facilitate adoption as may be required by a Participating Entity.

Sourcewell

Xovis USA Inc.

Signed by:




By: C0FD2A139D06489...

Jeremy Schwartz

Title: Chief Procurement Officer

Date: 5/14/2025 | 12:11 PM CDT

DocuSigned by:



By: E7EE5C89555941E...

Matthew Gialdo

Title: VP Sales North America

Date: 5/14/2025 | 10:02 AM PDT

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

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## Vendor Details

Company Name: Xovis USA Inc.

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

Address: 14 Arrow Street  
Cambridge, MA 02138

Contact: Rui Ferreira

Email: rui.ferreira@xovis.com

Phone: 617-201-4278

Fax: 617-827-9962

HST#:

## Submission Details

Created On: Wednesday February 12, 2025 00:30:24

Submitted On: Monday March 03, 2025 21:59:51

Submitted By: Rui Ferreira

Email: rui.ferreira@xovis.com

Transaction #: d318a43c-34a3-45a3-bbde-9c5ec2a374c2

Submitter's IP Address: 147.243.254.113

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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.	Xovis USA Inc.	*
2	In the event of award, is this entity the Responsible Supplier that will execute the master agreement with Sourcewell? Y or N.	Yes.	*
3	Identify all subsidiaries, D.B.A., authorized affiliates, and any other entity that will be responsible for offering and performing delivery of Solutions within this Proposal (i.e. Responsible Supplier(s) that will execute a master agreement with Sourcewell).	n.a.	*
4	Provide your CAGE code or Unique Entity Identifier (SAM):	Currently, Xovis does not have a CAGE code or UEI, as we have not previously engaged in contracts directly with the U.S. Government. Should these identifiers be required, Xovis is prepared to complete the necessary registration process.	*
5	Provide your NAICS code applicable to Solutions proposed.	541511 - Custom Computer Programming Services 541512 - Computer Systems Design Services	
6	Proposer Physical Address:	14 Arrow Street Suite 11 Cambridge, MA 02138 USA	*
7	Proposer website address (or addresses):	<a href="https://www.xovis.com/">https://www.xovis.com/</a> .	*
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):	Matthew Gialdo VP Sales North America Matthew.Gialdo@xovis.com	*
9	Proposer's primary contact for this proposal (name, title, address, email address & phone):	Rui Ferreira Director Customer Success Rui.ferreira@xovis.com +16172014278	*
10	Proposer's other contacts for this proposal, if any (name, title, address, email address & phone):	Michael Schneider VP Customer Success michael.schneider@xovis.com +41792945904	*

**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>Established in 2008, Xovis has emerged as the premier provider of high-quality Passenger Flow Management Solutions (PFMSs) for airports. Guided by Swiss precision engineering, Xovis has dedicated the past 15 years to cultivating a profound understanding of passenger flow dynamics and challenges across airports of varying sizes.</p> <p>Xovis is majority-owned by the Swiss private equity firm Capvis, alongside its management team, including the company's founders. Currently, Xovis employs approximately 220 individuals.</p> <p>Xovis AERO has consistently demonstrated its exceptional suitability for all passenger flow measurement and monitoring applications. Xovis AERO is a fully developed, industrialized, and operationally proven "commercial off-the-shelf" (COTS) system. Our PFMS empowers airports to achieve unprecedented levels of passenger flow measurement and management.</p> <p>With over 110 airports of all sizes worldwide relying on Xovis' accuracy and reliability, the system stands as the market leader in passenger flow and queue/line measurement, service delivery management, and passenger counting.</p> <p>Through the execution of over 500+ projects globally, we have cultivated unparalleled expertise and a reputation for delivering even the most intricate undertakings.</p> <p>Xovis also offers advanced people-counting solutions that are instrumental in optimizing operations within both the transportation, retail and building management sectors. In the summer of 2024, Xovis acquired Hella's people-sensing business. This acquisition strengthens our position in the transportation sector. The newly expanded entity, based in Berlin, Germany, continues to specialize in transportation solutions, offering enhanced capabilities for managing foot traffic and improving operational efficiency across the sector.</p> <p>Xovis in North America specifically on the airport sector: Since establishing a presence in North America in 2018 with the opening of our office in Cambridge, Xovis has made significant strides in the U.S. and Canadian markets. We have successfully expanded our footprint, securing partnerships with 21 airports across the region. Our solutions have become integral to enhancing passenger flow management and operational efficiency in some of the busiest airports in North America. This growth reflects not only the strength of Xovis' technology but also our commitment to addressing the unique challenges faced by airports in North America, from improving service delivery to optimizing space utilization and passenger experience. With each new airport we work with, we continue to deepen our understanding of regional needs and further solidify our position as a leader in the airport passenger flow management sector.</p>	*
12	What are your company's expectations in the event of an award?	<p>If awarded the contract, we see this as a valuable opportunity to significantly expand Xovis' market share in both the U.S. and Canada. The potential leads from Sourcwell, combined with the ability to streamline procurement for some of our ongoing prospects, would greatly simplify the process for our clients.</p> <p>With our cloud-based solution and the successful migrations of key customers such as DFW, ATL, EWR, SFO, MSP, SEA and YYZ, we anticipate that this opportunity will not only help us reach additional airports but also provide a smoother transition for existing customers moving from on-prem to cloud solutions. This would allow us to support them in navigating any procurement challenges more effectively.</p> <p>As a well-established company with strong operations in both the Transportation and Retail sectors, we also view this as an excellent opportunity to deepen our collaboration across these verticals.</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>Xovis is proud to be part of Capvis, a renowned private equity firm that provides us with the financial support and strategic guidance needed to accelerate our growth and innovation. This strong financial foundation has been instrumental in our recent success, particularly in the transportation sector, where we've seen a remarkable revenue increase of over one-third. These gains will be reflected in our upcoming financial statements, further showcasing our strong market presence and the effectiveness of our strategic initiatives.</p> <p>Our expansion into transportation has been significantly bolstered by the acquisition of Hella People Sensing, which has increased our workforce by 60, bringing our total employee count to 220. This acquisition enhances our capabilities and enables us to better serve our growing global clientele. Many of our transportation contracts are long-term, providing a stable and diversified vertical that strengthens our portfolio.</p>	*

14	What is your US market share for the Solutions that you are proposing?	Xovis has established itself as the market leader in passenger flow management solutions, both globally and in North America. Currently, Xovis USA Inc. collaborates with 20 airports, with the 21st contract already secured. Our goal is to double the number of airports we serve in the U.S. and Canada over the next 2 to 3 years. Of the airports we work with, 6 have already adopted the Xovis AERO solution, with plans for the remaining airports to migrate within the next 3 years. By the end of 2025, we anticipate that 50% of our customers will be fully transitioned to our cloud-based solution, further strengthening our market presence. As we continue to guide our customers through this migration process, we expect to enhance our solutions, which will not only improve service delivery but also attract even more leads. With this ongoing momentum, Xovis is poised for continued leadership and growth in the North American market.	*
15	What is your Canadian market share for the Solutions that you are proposing?	Currently, Xovis collaborates with 3 airports in Canada, and we are focused on doubling this number over the next two years. We have recently launched a strategic partnership with YYZ, engaging in a “co-creation campaign” where their team works closely with our R&D department. This collaboration aims to refine and enhance our product, specifically addressing passenger flow challenges in the check-in areas which are the most complex scenarios of passenger flow. We are confident that this initiative will not only be a success but also result in a groundbreaking passenger solution that sets us apart from any competitor in the market. Also, we have started the process for a PoC for another Canadian airport which we believe it will be successful and another opportunity to potentially leverage Sourcewell to ease the procurement process once the PoC is accepted.	*
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.	n.a. Never filed for bankruptcy.	*
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?	Xovis is best described as a service provider, specializing in passenger flow management solutions. While we design and manufacture our proprietary technology, including sensors and software, we deliver these solutions as a service, providing ongoing support, system integration, and tailored services to airports worldwide. Our sales and service force consists of Xovis employees, who work directly with our clients to ensure successful implementation and continuous optimization of our systems. Additionally, we have a strong in-house R&D team that drives innovation and adapts our solutions to meet the evolving needs of the airport industry. We do not rely on an independent dealer network, as we prefer to manage all aspects of our service delivery through our own dedicated team to maintain quality and direct customer relationships. In addition, Xovis is renowned for manufacturing high-quality, highly accurate sensors tailored to the specific needs of the transportation and retail sector.	*

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.	<p>Xovis currently has the following certifications and attestations, demonstrating our commitment to quality, reliability, privacy, and compliance:</p> <p>ISO 9001 Certification:</p> <p>Our ISO 9001 certification reflects our adherence to international standards for quality management systems. This certification ensures that we consistently meet customer requirements, maintain high-quality processes, and strive for continuous improvement in all our operations.</p> <p>MTBF Attestation:</p> <p>We hold an MTBF (Mean Time Between Failures) attestation for all our sensors of 25+ years, confirming the reliability and durability of our products and systems. This attestation assures our clients of our commitment to minimizing downtime and optimizing system performance. This has been one of the differentiators of our technology compared to other technologies such as Lidar which have an average MTBF of 5 to 7 years and with a high rate of device failure due to the wear and tear (mechanical movement, dust, light exposure).</p> <p>ePrivacy Seal:</p> <p>Our ePrivacy Seal certification demonstrates our compliance with privacy regulations, ensuring that we protect customer data and handle personal information responsibly. This certification reflects our dedication to maintaining the highest standards of privacy and data protection.</p> <p>Software Licenses for Transportation:</p> <p>We provide tailored software licenses for object counting, different counting lines, and video recording systems, ensuring that our transportation solutions are scalable and secure. These licenses support efficient tracking, monitoring, and surveillance across various transportation networks. Different sw-licenses can be provided for object counting, different counting lines, video recording.</p>	*
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.	Xovis has not been debarred or suspended within the past seven years. Therefore, we do not have any debarment or suspension disclosures to provide. We will notify Sourcewell immediately if such a status arises during the pendency of the RFP evaluation	*
20	Describe any relevant industry awards or recognition that your company has received in the past five years.	<p>Xovis has received recognition for its innovative technology and leadership in the people-sensing and passenger flow management industry. Apart from the Invidis Strategy Award 2023, here are a few other notable awards Xovis has won:</p> <p>Red Dot Design Award – Xovis' products have been recognized for their exceptional design and user-centered approach in the tech industry.</p> <p>German Design Award – Awarded for outstanding design quality in product development, especially in technology-driven solutions.</p> <p>CES Innovation Award – Recognized for innovative technology in smart building and transport management.</p>	*
21	What percentage of your sales are to the governmental sector in the past three years?	For Airports, over 80% of the sales over the last 3 years are in the governmental sector as most of our contracts are directly with the Airport Authorities or the City. For the Retail vertical, almost 100% of the sales are to the private sector. For the transportation sector, nearly 100% of sales are to the governmental sector. Xovis provides their APC devices to partners, who then integrate the Xovis sensors into their own solutions for public transportation agencies.	*
22	What percentage of your sales are to the education sector in the past three years?	n.a.	*

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?	<p>Currently, Xovis does not hold any cooperative purchasing agreements, and the agreement with Sourcewell will be our first, which we are excited about. Specifically with airports, we are proud to have contracts with several major airports, including:</p> <p>City of Dallas (Dallas Love Field Airport)</p> <p>City of Dallas (Dallas Fort-Worth International Airport)</p> <p>City of Atlanta (Hartsfield–Jackson Atlanta International Airport)</p> <p>Port Authority of New York and New Jersey (via Munich Airports) (EWR)</p> <p>Port Authority of New York and New Jersey (via Alstom) (JFK)</p> <p>Port of Seattle (SEA)</p> <p>City and County of San Francisco (SFO)</p> <p>Vancouver International Airport Authority (YVR)</p> <p>Greater Toronto Airport Authority (YYZ)</p> <p>Jacksonville Aviation Authority (via Miller Electric and transitioning to the Airport Authority in 2025) (JAX)</p> <p>San Diego County Regional Airport Authority (SAN)</p> <p>Metropolitan Airports Commission (MSP)</p> <p>Toronto Port Authority (via Nieuport) (YTZ)</p> <p>Gerald R. Ford International Airport Authority (GRR)</p> <p>Salt Lake City Department of Airports (SLC)</p> <p>Manchester-Boston Regional Airport Authority (MHT)</p> <p>Philadelphia International Airport Authority (PHL)</p> <p>Sacramento County Department of Airports (SMF)</p> <p>Columbia Metropolitan Airport Commission (CAE)</p> <p>Des Moines International Airport (DSM)</p>	*
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?	Our company does not hold any GSA contracts or Standing Offers and Supply Arrangements (SOSA) at this time	*

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 *	
Dallas/Fort Worth International Airport	Jonathan Dejesus	+1 972 9738411	*
Hartsfield-Jackson Atlanta International Airport	Kelly Reynolds	+1 (404) 788-7032	*
Munich Airports (Newark International Airport)	Florian Kast	+1 201 618 7911	*
Jacksonville International Airport	Bryan Long	+1 904 741 3563	

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 *	
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26	Sales force.	<p>Dedicated Sales Team in North America:  Matthew Gialdo – VP Channel (Retail) Sales North America  Rui Ferreira - Director of Customer Success North America - Airports  Austin Greene - Customer Success Manager - Airports  Louis Tolston - Key Account Manager – Channel (Retail)  Tim Long - Key Account Manager – Channel (Retail)  Tilman Schwarze - Head of Sales Retail North America</p> <p>Jason Kazlauskas – Application Engineer Retail and Transportation</p> <p>North American Market also supported by Xovis Headquarters in Bern, Switzerland and Berlin, Germany:  Michael Schneider - VP Customer Success  Anne Wyder - VP Channel (Retail) Sales  André Strobach - Sales Manager - Transportation</p> <p>Sales Operation Team Supporting North American out of Switzerland:  Kathrin Lo Manto - VP Sales Operations &amp; Export  Gina Moser-De Carli - Sales Operations Specialist  Malathy Sivapathasundaram - Sales Operations Specialist</p>	*
27	Describe the network of Authorized Sellers who will deliver Solutions, including dealers, distributors, resellers, and other distribution methods.	<p>For airports, Xovis serves as the comprehensive end-to-end product and service provider, offering a full suite of solutions to optimize passenger flow and operational efficiency.</p> <p>For other channels such as retail and building management, Xovis collaborates with a network of over 200 trusted partners who integrate our advanced sensors into their own tailored solutions, creating value across various industries.</p> <p>For Transportation (buses, trams &amp; trains, ferries) Xovis leverages a set of several partners who deliver the consume the Xovis sensors and have their own solution.</p>	*
28	Service force.	<p>For Project Delivery:  Xovis currently has 4 Project Managers for Airports in North America who are supported by a Service Delivery team in Switzerland of 6 Project Managers, 5 Project Employees, 3 Project Engineers</p> <p>For Ongoing Support:  We have 2 resources in North America and supported by a team of 8 resources in Berlin and 7 resources in Switzerland.</p>	*
29	Describe the ordering process. If orders will be handled by distributors, dealers or others, explain the respective roles of the Proposer and others.	<p>For Passenger Flow Management Solution (end-to-end product and SaaS):</p> <ol style="list-style-type: none"> <li>1 - Acquisition of new contacts or interested (Proposer) parties using sales tools</li> <li>2 - Sales Pitch (Proposer)</li> <li>3 - Document activities of acquisition (Proposer)</li> <li>4 - Periodically keep all opportunities updated, check probabilities and close dates (Proposer)</li> <li>5 - Check product compliance</li> </ol> <p>If the country has no approval, contact product management (Proposal)</p> <ol style="list-style-type: none"> <li>6 - Contact customer, determine requirements, evaluate feasibility and create proposal (Proposer)</li> <li>7 - Submit proposal for validation and secondary signature according to Xovis' signature guidelines (Proposer)</li> <li>8 - Is a tender required? Yes/No</li> <li>8.1 - If yes: Propose Sourcwell as the Procurement vehicle (Proposer/Sourcwell)</li> <li>8.2 - Is the customer as member of Sourcwell? Yes/No (Proposer/Sourcwell)</li> <li>8.3 - If yes: Go to #10. If no: Propose membership with Sourcwell (Proposer/Sourcwell)</li> <li>8.4 - If member added to Sourcwell: go to # 10 if no: go to #9</li> <li>9 - Create tender response (Proposer)</li> </ol> <p>Note: If there are questions about regulations and safety of products, contact Compliance.</p> <ol style="list-style-type: none"> <li>10 - Does the customer accept the proposal? Yes/No</li> <li>11- If yes: Negotiate contract (Proposer/Sourcwell)</li> <li>12 - Negotiate Subscription contract (Proposer/Sourcwell)</li> </ol> <p>Note: If there are questions about regulations and safety of products, contact Compliance.</p> <ol style="list-style-type: none"> <li>13 - Negotiate purchase order (PO) (Proposer/Sourcwell)</li> <li>14 - Store contracts (Proposer)</li> <li>15 - Are the negotiation successful? Yes/No (Proposer/Sourcwell)</li> <li>16 - If yes: Handover to Customer Success/Project Manager (Proposer)</li> </ol> <p>Output: Signed contract and purchase order (PO) (Proposer/Sourcwell)</p>	*

30	Describe in detail the process and procedure of your customer service program, if applicable. Include your response-time capabilities and commitments, as well as any incentives that help your providers meet your stated service goals or promises.	<p><b>Service Model:</b> Xovis AERO is a SaaS offering integrating software on the Microsoft Azure Cloud and onboard software on Xovis devices. Xovis performs updates and feature deployments at high cadence. The deployments and component upgrades occur without service interruption, so the system is always available. Planned maintenance windows are coordinated with the customer and announced at least seven days in advance.</p> <p><b>Xovis Devices:</b> Periodic firmware updates keep Xovis devices running on the latest version. The device updates are part of planned maintenance windows, which are always coordinated with you in advance. Preventive maintenance of the Xovis devices is performed annually.</p> <p>Preventive maintenance includes validation of counting lines and zones, floor layouts, sensor health, and more.</p> <p><b>Support Ticket Handling Process:</b> When reporting system unavailability, errors, malfunctions, or support queries, the Customer opens a ticket via the Xovis support portal, providing sufficient details, supporting materials, and documentation to help Xovis reproduce the issue. The Customer will also assign a priority level to the ticket. The 3 levels of priority: Urgent, Medium, Low.</p> <p><b>System Availability SLA:</b> Xovis does represent and warrant that the Xovis AERO Service shall have a System Availability of 99.8% per quarter. Xovis will continuously monitor the System Availability and publish information upon Customer request.</p> <p><b>Service Credits:</b> Service Credits are calculated as a percentage of the quarterly charges (= 1/4 of the yearly subscription fee) paid by the Customer for the quarter in which the System Availability fell within the ranges described in the Service Description Document. (See attached document for all Service Description detail).</p>	*
31	Describe your ability and willingness to provide your products and services to Sourcewell participating entities.	Xovis is a well-established company with a strong presence in North America, currently serving 120 airports worldwide, including 20 in the U.S. and Canada, and with one contract already secured with another airport and potential new leads in 2025. We are committed to expanding our market share in North America and view Sourcewell as an attractive opportunity to continue this growth. As we migrate our customers to the cloud, this process may require participation in tendering, and partnering with Sourcewell would facilitate and streamline the procurement process. We are fully capable and willing to provide our products and services to Sourcewell participating entities, ensuring a seamless and efficient experience for all involved.	*
32	Describe your ability and willingness to provide your products and services to Sourcewell participating entities in Canada.	While Xovis has yet to fully extend our presence across Canada, we are actively focusing on expanding in this market, recognizing significant opportunities as more Canadian airports explore passenger flow solutions. We see tremendous potential for growth as airports across the country look to improve operational efficiency and enhance the passenger experience. Additionally, we are aware that CATSA (Canadian Air Transport Security Authority) is considering the adoption of passenger flow solutions to optimize security operations at airports, which presents an exciting opportunity for collaboration. We are committed to providing our solutions to Canadian airports and agencies, helping them meet their needs for efficient and reliable passenger flow management.	*
33	Identify any geographic areas of the United States or Canada that you will NOT be fully serving through the proposed agreement.	None	*
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.	None	*
35	Define any specific requirements or restrictions that would apply to our participating entities in Hawaii and Alaska and in US Territories.	None	*
36	Will Proposer extend terms of any awarded master agreement to nonprofit entities?	Yes, we would be open to extending the terms of any awarded master agreement to nonprofit entities. In fact, some of the organizations we currently work with are classified as nonprofit entities.	*

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.	<p>Xovis has a dedicated Marketing team of seven professionals who work closely with our Sales team to develop an annual Marketing Strategy tailored to each region. The yearly plan is broken down into five key areas:</p> <ul style="list-style-type: none"> <li>- Multichannel Marketing plan and activities and thought leadership</li> <li>- Promotional and value content creation</li> <li>- Fairs and Events</li> <li>- Multichannel Campaigns</li> <li>- Digital Marketing including social media</li> </ul> <p>For this particular case, if awarded the contract, we plan to have our Marketing team collaborate with Sourcewell on two key initiatives:</p> <ol style="list-style-type: none"> <li>1 - Award Announcement: Our team would visit Sourcewell to conduct interviews, which would then be shared on LinkedIn and other airport owned communication channels.</li> <li>2 - Follow-up Campaign: Approximately six months later, we would launch a targeted campaign that includes contributions from Sourcewell members, further highlighting our partnership.</li> <li>3 - When awarded a new contract, Xovis' marketing team typically collaborates with the customer to issue a press release either upon receiving the award or after the system is successfully implemented. Our intention is to include Sourcewell in these announcements to highlight how Sourcewell served as a catalyst for the initiative, as Xovis is already a preferred and selected vendor for Sourcewell members.</li> </ol> <p>Additionally, for Case Studies or similar, Xovis is open to working closely with Sourcewell to help create content for promotion through Sourcewell's own channels. Our Marketing team already has extensive experience in collaborating with customers to produce and advertise such content across various platforms. In this case, we would fully support Sourcewell in promoting the contract, ensuring minimal effort on their part. Our team would handle the content creation and distribution, making the process seamless and efficient for Sourcewell.</p> <p>Below is a non-exhaustive and ever-evolving list of the different content types Xovis creates, distributes, and promotes:</p> <ul style="list-style-type: none"> <li>Blog (Xovis Weekly Information Platform)</li> <li>Guides (Value Content, Usually Included in Mailings)</li> <li>Use Cases (Value Content: Video and Paper)</li> <li>Case Studies (Value Content: Video and Paper)</li> <li>Partner Newsletter (Periodical Company Information Summary)</li> <li>HUB News (Internal Partner Information Platform)</li> <li>People Behind Xovis (Partner Newsletter Video)</li> <li>Xovis Talks (Quarterly Video Series)</li> <li>Social Media Posts (External Daily Information Platforms)</li> <li>Webinars (On-Demand and Periodically for External Platforms)</li> <li>White Papers</li> <li>One-Pagers (Pitch Papers)</li> <li>Product Presentations</li> <li>Brochures</li> <li>Podcast</li> <li>QuickGuide</li> <li>Press Release</li> <li>Video Tutorials</li> <li>Teaser Videos</li> <li>Battlecards</li> <li>Infographics</li> <li>Innovation Case Study</li> <li>Migration Case Studies and other initiatives in our pipeline based on success stories or new features being added to our solution. (Heatmaps, SLA Manager, Intelligent Alerts)</li> </ul>
38	Describe your use of technology and digital data (e.g., social media, metadata usage) to enhance marketing effectiveness.	<p>At Xovis, we leverage advanced technology and digital data to drive the effectiveness of our marketing efforts. Our team utilizes various digital tools and platforms, including social media channels like LinkedIn, and industry-specific forums, to maximize brand visibility and engagement.</p> <p>These metrics are analyzed and reviewed with the Sales team on a monthly basis where it allows for feedback and adjustments to our Marketing initiatives.</p> <p>We actively track and analyze metadata, social media metrics, and user engagement data to refine our campaigns and content strategy. This data-driven approach allows us to optimize the timing, content type, and platform for maximum reach and impact.</p> <p>Additionally, our Marketing team uses marketing state of the art automation with CRM (Salesforce) direct integration to segment audiences and deliver targeted content.</p>

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?	<p>In our view, Sourcewell's role is to actively communicate how it helps airports streamline their procurement processes. A key challenge in the industry is ensuring airports acquire the right equipment to meet their needs. Procurement departments often face difficulties in facilitating an inclusive process that prevents subpar suppliers or equipment from entering the selection process. We believe that a strong partnership between Sourcewell and successful bidders is crucial in addressing this challenge. Together, we can continue to attend trade shows and events to raise awareness of how Sourcewell simplifies procurement and serves as an invaluable asset to airports.</p> <p>As a potential new contract holder, we look forward to leveraging Sourcewell's expertise to better integrate the contract into our marketing materials and strategy.</p> <p>If awarded the contract, we are committed to making Sourcewell a central part of our sales process. In close collaboration with Sourcewell, we will incorporate Sourcewell's branding and insignia into our marketing materials and co-marketing presentations, ensuring it is prominently featured when presenting to potential customers.</p>	*
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.	Our solution is Microsoft Marketplace eligible and can theoretically be purchased through the same - however no customer has done that so far.	*

**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.	<p>Xovis offers a range of products designed to optimize passenger flow management, including the Xovis AERO system, which provides real-time monitoring and measurement of passenger flow, queue management, and service delivery at airports. These products are widely used in over 120 airports worldwide and are tailored to meet the unique needs of each airport, enhancing operational efficiency and passenger experience.</p> <p>From a sales perspective, Xovis would provide Sourcewell with specialized training to ensure a deep understanding of our products. This training will empower Sourcewell to confidently speak about the advantages of our technology, highlighting how Xovis stands apart from other solutions. We will explain the differentiators that make our products more accurate, reliable, and future-proof — including how our technology requires minimal customer intervention, making it easier for airports to maintain.</p> <p>Additionally, Xovis offers a commitment to 99.8% uptime, ensuring that the systems are exceptionally reliable and require very little support or maintenance from customers. By providing Sourcewell with this level of understanding, we aim to ensure that they can effectively communicate the value of Xovis products to potential clients, positioning our solutions as the best choice for efficient and sustainable passenger flow management.</p>	*
42	Describe any technological advances that your proposed Solutions offer.	<p>At Xovis, our proposed solutions offer cutting-edge technological advances that set us apart in people-sensing technology. Our 3D stereo vision system is the most accurate on the market today. A key factor in our system's accuracy is our strategic decision to place sensors in the ceiling, providing a bird's-eye view of people traffic. This positioning allows for optimal tracking of high-density areas, unlike other sensors or technologies ensuring precise monitoring of passenger flow and crowd density, even in complex environments.</p> <p>We continue to advance our cloud solution to maintain the highest level of accuracy not only post-implementation but throughout the system's lifecycle. Our cloud platform allows for continuous monitoring and sends alerts, providing real-time insights into system performance. This enables us to detect and address issues before our customers even notice them. Using AI and machine learning, we can predict anomalies based on historical data, offering a proactive approach to system maintenance and optimization.</p> <p>With our cloud solution, we are at a stage where the focus is on introducing new features, which have been rapidly added over the past year. These include heat maps, SLA manager, intelligent alerts, and PowerBI integration, which enhance the value of our system by providing even more in-depth insights and customizable reporting capabilities.</p> <p>Additionally, we are continuously improving our product through collaboration with key partners. Currently, we are working with airports in Dubai and Paris on a co-creation campaign to enhance our solutions for complex scenarios. We are also excited to begin a similar initiative with Greater Toronto Airport Authority in Toronto, focusing on a new queue detection method based on AI and machine learning. This method will address complex scenarios, such as common-use areas with multiple airlines, different fare types, and differing operational procedures, where airlines queue and operate differently.</p>	*

43	Describe any "green" initiatives that relate to your company or to your Solutions, and include a list of the certifying agency for each.	<p>Xovis is committed to sustainability and "green" initiatives through the design and longevity of our products. Our sensors have an impressive MTBF of over 25 years, meaning they require minimal maintenance and replacements, thus reducing electronic waste and contributing to a more sustainable, long-term solution for airports. This durability ensures that airports can achieve high operational efficiency with fewer resources spent on replacement or repair, helping them meet environmental goals by minimizing waste and lowering the environmental impact of frequent product disposal.</p> <p>Additionally, Xovis continuously strives to implement eco-friendly practices across our product lifecycle, from design to deployment, to ensure we support environmental stewardship.</p>	*
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.	<p>Currently, Xovis does not hold any third-party eco-labels or certifications specifically related to energy efficiency or sustainability for the solutions included in this proposal. However, we are committed to environmental sustainability through the design and operation of our products.</p> <p>Our sensors have a Mean Time Between Failures (MTBF) of over 25 years, which ensures that our products have a long lifespan and require minimal maintenance or replacement, thereby reducing e-waste and supporting a more sustainable product lifecycle. This durability is part of our commitment to life-cycle design, where we focus on reducing the environmental impact over the entire lifespan of our products.</p> <p>Furthermore, we continuously evaluate and incorporate sustainable practices into our product development and operations. While we do not currently hold specific eco-certifications, Xovis is dedicated to exploring future opportunities to achieve relevant certifications as part of our ongoing commitment to sustainability.</p>	*
45	What unique attributes does your company, your products, or your services offer to Sourcewell participating entities? What makes your proposed solutions unique in your industry as it applies to Sourcewell participating entities?	<p>Xovis stands as the market leader in passenger flow management solutions, with the most experience, a proven track record, and the largest customer base worldwide, including over 120 airports across the globe. Our reputation for delivering the most accurate, reliable, and future-proof solutions is unparalleled. As the only company offering such a robust, scalable, and dependable passenger flow management system, we are uniquely positioned to meet the evolving needs of Sourcewell participating entities.</p> <p>Our Xovis AERO solution stands out for its industry-leading accuracy and minimal support requirements. With a 99.8% uptime commitment, our system delivers real-time data and operational insights with very little intervention required from our customers. This means participating entities can benefit from a highly reliable system that requires minimal maintenance, ultimately saving on operational costs and ensuring smooth, continuous operations.</p> <p>Additionally, Xovis is the only solution designed to be truly future-proof. Our products are built with the flexibility to adapt to future technological advancements and airport requirements, making them a long-term, sustainable choice for Sourcewell customers. We also provide a comprehensive suite of training, support, and change management services, ensuring seamless implementation and continued success.</p> <p>By partnering with Xovis, Sourcewell entities will gain access to a solution backed by years of expertise and a proven track record of success, backed by a team that is committed to supporting airports as they evolve in a rapidly changing industry.</p>	*

46	Demonstrate whether your solutions integrate with other systems such as CCTV, WiFi, IoTs, boarding pass scanning stations etc. to provide a holistic picture of passenger movements within an airport terminal, transit hub or other facility.	<p>Xovis is a pure passenger flow management solution that specializes in providing the most accurate and reliable data on passenger movements within airports and other transit hubs. Our primary focus is to ensure the best quality passenger flow data, which is essential for optimizing operational efficiency and improving passenger experience. While we do not focus on integrating with all systems, we do integrate with airline allocation data, which helps us provide the most accurate and real-time wait time information for common-use check-in areas, where precise data is crucial.</p> <p>Xovis strongly believes that our stereoscopic sensors are the best technology available for tracking passenger flow. We are not a stereoscopic sensor company, but rather a passenger flow management company. The technology we use is carefully selected to fulfill this specific purpose. Our sensors excel in providing highly accurate passenger flow data, and at this point, there are no other devices that offer comparable precision for this task.</p> <p>While we focus on passenger flow and do not seek to integrate with non-essential systems like Lidar, CCTV, Wi-Fi, or other devices, we would only consider integration with additional systems if they could enhance or improve the accuracy of our wait time data or passenger flow analysis. If another technology emerged that could provide better data for passenger flow management, we would immediately evaluate it for potential integration.</p> <p>Additionally, Xovis integrates with systems like RMS/AODB (Resource Management System/Airport Operations Database) to enhance our ability to provide differentiated wait time data per airline and even per fare type. For example, Xovis customers have successfully leveraged our wait time data to hold airlines accountable to an SLA, ensuring that 95% of passengers wait less than 15 minutes—a powerful and successful use case demonstrating the value of our system in real-world applications.</p> <p>In summary, Xovis provides an incredibly reliable and accurate passenger flow solution, with integrations primarily focused on enhancing the quality of wait time data. We are committed to using the best available technology to meet our business purpose and continue delivering the most effective passenger flow management system.</p> <p>For the Transportation vertical, Xovis is renowned for manufacturing high-quality, highly accurate sensors tailored to the specific needs of the transportation and retail sector.</p>
47	Describe how your solution uses predictive analytics to provide schedule deviation information due to irregular operations, bad weather, or other unforeseen events.	<p>Our system focuses on providing highly accurate metrics around the main choke points of airports, such as security checkpoints, immigration, check in areas. Using real-time data, it delivers a predictive wait time metric based on current operational circumstances, helping airports manage crowd flow efficiently. However, our solution does not integrate with flight data or provide forecasting/planning related to schedule deviations due to irregular operations, bad weather, or other unforeseen events.</p> <p>The main reason for this is that such forecasting is highly complex, especially when working with multiple airports that have different data sources, systems, and operational structures. Standardizing this data across a wide variety of environments is a significant challenge. For example, one of our customers manages their own forecasting and planning using several data sources, but they've shared that even with their internal systems, the forecasts are often inaccurate. We focus on providing real-time insights into current operations to improve efficiency on the ground, rather than trying to predict unpredictable variables that are often outside our control.</p>
48	Demonstrate whether your solutions allow flexibility for airports, other transit hubs, or facilities to use various sensor equipment from a variety of suppliers.	<p>Xovis uses stereoscopic sensors exclusively because they provide the most accurate and reliable data for tracking crowd movement in complex environments like airports and transit hubs. Unlike other sensors, stereoscopic sensors capture depth and dimension, offering precise 3D data that helps accurately monitor crowd density and predict wait times at key choke points. This technology is also less prone to environmental interference, such as dust, reflections, and lighting changes, which can often affect the performance of other sensor types.</p> <p>Additionally, stereoscopic sensors are highly effective in mitigating issues like occlusion, which becomes more challenging in high-density environments where passengers may block each other from view. They also require significantly less power compared to lidar-based systems, which rely on individual point measurements, and instead, they work based on actual images, offering a more energy-efficient and effective solution. By minimizing these environmental challenges, stereoscopic sensors ensure that the system delivers reliable, real-time insights with minimal error.</p>

49	Describe any data ownership or privacy regulations you must comply with and how you accomplish meeting those requirements.	<p>At Xovis, we take data privacy and security very seriously and ensure compliance with all relevant data ownership and privacy regulations. Our solution is designed to meet industry standards and adhere to regional privacy laws, such as the GDPR (General Data Protection Regulation) in Europe, CCPA (California Consumer Privacy Act) in the United States, and other applicable local data protection regulations.</p> <p>To meet these requirements, we implement several key measures:</p> <p>Data Anonymization: Our system does not capture personally identifiable information (PII). Instead, it collects aggregated, anonymized data to ensure privacy. We focus on tracking crowd movement and behaviors without identifying individual passengers.</p> <p>Data Security: We employ robust security protocols, including encryption during data transmission and storage, to safeguard all collected data. Our infrastructure follows best practices in cybersecurity to prevent unauthorized access.</p> <p>Access Control and Audit Logs: We maintain strict access controls to ensure that only authorized personnel can access sensitive data. Additionally, we generate audit logs for tracking data access and changes, ensuring transparency and accountability.</p> <p>Compliance with Local Regulations: We regularly review and update our practices to ensure that we are in full compliance with evolving data privacy laws and regulations in each region where our system is deployed.</p> <p>By adhering to these practices, we ensure that all data collected through our system is handled responsibly, securely, and in compliance with relevant privacy laws.</p>
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.	<p>With the Xovis AERO solution being hosted in the cloud, we prioritize cost-effective data storage while ensuring scalability, security, and ease of access. Here's how we manage data storage, ownership, and system upgrades:</p> <p>Cost-Effective Data Storage: We use cloud storage solutions that are optimized for both performance and cost-efficiency. Our cloud infrastructure allows us to scale data storage based on customer needs, reducing unnecessary costs while ensuring that data is accessible when needed.</p> <p>Data Ownership: All data collected through the Xovis AERO solution is owned by the customer. We do not claim ownership of the data and ensure that the customer retains full control. Our role is to provide the platform and services to help analyze and interpret the data, but the data itself belongs to the organization that collects it. We ensure data privacy and transparency by adhering to strict access controls and offering customers the ability to manage their data as needed.</p> <p>System Upgrades: System upgrades are handled seamlessly in the cloud environment. With Xovis AERO, updates are delivered automatically, ensuring that customers always have access to the latest features and improvements without requiring manual intervention. These upgrades are designed to minimize downtime and disruption to daily operations. Additionally, as the system is cloud-based, customers do not need to worry about maintaining infrastructure or performing hardware upgrades, which helps reduce overall costs and operational complexity.</p> <p>By utilizing cloud technology, we provide a flexible, scalable, and cost-effective solution that ensures customers benefit from the latest innovations while maintaining full control and ownership over their data.</p>

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 re-sellers if available. Select all that apply.		<input type="radio"/> Yes <input checked="" type="radio"/> No	Depending on the customer's requirements, we have worked with several entities to ensure meeting the required percentage of XBE (i.e. Faith Group, Intellispring) Also, in many cases, when the customer expects a turnkey solution including the installation, cabling, we have taken on that scope by subcontracting installers that are already badged at the specific airport. In most cases, these installers also meet some of the XBE requirements.

52		Minority Business Enterprise (MBE)	<input type="radio"/> Yes <input checked="" type="radio"/> No	Depending on the customer's requirements, we have worked with several entities to ensure meeting the required percentage of XBE (i.e. Faith Group, Intellispring) Also, in many cases, when the customer expects a turnkey solution including the installation, cabling, we have taken on that scope by subcontracting installers that are already badged at the specific airport. In most cases, these installers also meet some of the XBE requirements.	*
53		Women Business Enterprise (WBE)	<input type="radio"/> Yes <input checked="" type="radio"/> No	Depending on the customer's requirements, we have worked with several entities to ensure meeting the required percentage of XBE (i.e. Faith Group, Intellispring) Also, in many cases, when the customer expects a turnkey solution including the installation, cabling, we have taken on that scope by subcontracting installers that are already badged at the specific airport. In most cases, these installers also meet some of the XBE requirements.	*
54		Disabled-Owned Business Enterprise (DOBE)	<input type="radio"/> Yes <input checked="" type="radio"/> No	Depending on the customer's requirements, we have worked with several entities to ensure meeting the required percentage of XBE (i.e. Faith Group, Intellispring) Also, in many cases, when the customer expects a turnkey solution including the installation, cabling, we have taken on that scope by subcontracting installers that are already badged at the specific airport. In most cases, these installers also meet some of the XBE requirements.	*
55		Veteran-Owned Business Enterprise (VBE)	<input type="radio"/> Yes <input checked="" type="radio"/> No	Depending on the customer's requirements, we have worked with several entities to ensure meeting the required percentage of XBE (i.e. Faith Group, Intellispring) Also, in many cases, when the customer expects a turnkey solution including the installation, cabling, we have taken on that scope by subcontracting installers that are already badged at the specific airport. In most cases, these installers also meet some of the XBE requirements.	*
56		Service-Disabled Veteran-Owned Business (SDVOB)	<input type="radio"/> Yes <input checked="" type="radio"/> No	Depending on the customer's requirements, we have worked with several entities to ensure meeting the required percentage of XBE (i.e. Faith Group, Intellispring) Also, in many cases, when the customer expects a turnkey solution including the installation, cabling, we have taken on that scope by subcontracting installers that are already badged at the specific airport. In most cases, these installers also meet some of the XBE requirements.	*
57		Small Business Enterprise (SBE)	<input type="radio"/> Yes <input checked="" type="radio"/> No	Depending on the customer's requirements, we have worked with several entities to ensure meeting the required percentage of XBE (i.e. Faith Group, Intellispring) Also, in many cases, when the customer expects a turnkey solution including the installation, cabling, we have taken on that scope by subcontracting installers that are already badged at the specific airport. In most cases, these installers also meet some of the XBE requirements.	*
58		Small Disadvantaged Business (SDB)	<input type="radio"/> Yes <input checked="" type="radio"/> No	Depending on the customer's requirements, we have worked with several entities to ensure meeting the required percentage of XBE (i.e. Faith Group, Intellispring) Also, in many cases, when the customer expects a turnkey solution including the installation, cabling, we have taken on that scope by subcontracting installers that are already badged at the specific airport. In most cases, these installers also meet some of the XBE requirements.	*
59		Women-Owned Small Business (WOSB)	<input type="radio"/> Yes <input checked="" type="radio"/> No	Depending on the customer's requirements, we have worked with several entities to ensure meeting the required percentage of XBE (i.e. Faith Group, Intellispring) Also, in many cases, when the customer expects a turnkey solution including the installation, cabling, we have taken on that scope by subcontracting installers that are already badged at the specific airport. In most cases, these installers also meet some of the XBE requirements.	*

**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 *
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60	Describe your payment terms and accepted payment methods.	<p>Our payment terms are designed to be straightforward:</p> <p>For projects costs:</p> <p>It is broken down into 3 milestones:</p> <p>1 – Hardware cost once shipped to the customer.</p> <p>2 – First year Subscription cost once the system is configured and ready for test.</p> <p>3 – Project Services once the project is accepted.</p> <p>Ongoing cost:</p> <p>We operate on a subscription-based model with annual or multi-year payment options, depending on the scope of the solution and customer requirements. Payment is due 30 days after the invoice date unless otherwise agreed upon in the contract.</p>	*
61	Describe any leasing or financing options available for use by educational or governmental entities.	Leasing or financing are not available.	*
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.	Please refer to the attached General Terms and Conditions and Service Description Document and Proposal Template. The Service Description Document described the Service Level Agreement and Service Credits.	*
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?	Currently, we do not accept P-cards as a payment method. However, we are open to considering this option in the future if it helps streamline and facilitate the procurement process.	*
64	Describe your pricing model (e.g., line-item discounts or product-category discounts). Provide detailed pricing data (including standard or list pricing and the Sourcwell discounted price) on all of the items that you want Sourcwell to consider as part of your RFP response. If applicable, provide a SKU for each item in your proposal. Upload your pricing materials (if applicable) in the document upload section of your response.	<p>At Xovis we strive to have a transparent, simple and fair pricing model which allows our customers to budget costs with certainty. This offer is based on this model and is structured as follows:</p> <p>Project costs:</p> <ul style="list-style-type: none"> <li>•Sensors: charged per unit with different prices for different models</li> <li>•Accessories: mounting accessories charged per unit (one per sensor)</li> <li>•Implementation: manpower for the implementation of AERO charged based on number of sensors</li> <li>•Travel and accommodation: flat fee based on the number of trips required.</li> </ul> <p>Subscription:</p> <ul style="list-style-type: none"> <li>•Platform Infrastructure Fee: provision fee per tenant regardless of number of sensors</li> <li>•Base module Flow &amp; Queue: charged per surface area covered and enables unlimited usage of AERO with that sensor</li> <li>•Based module Count: charged per sensor and enables unlimited usage of AERO with that sensor</li> <li>•Add-on: optional add-ons, for example for extended storage beyond the default</li> </ul> <p>All prices are based on list prices attached as part of the RFP response.</p> <p>All pricing is in USD. If at one point required to provide in CAD, this will be addressed at the exchange rate of the day.</p>	*
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.	The percentage discount is determined by the total volume of business. Xovis is committed to applying these discounts by pooling opportunities across multiple airports through Sourcwell. This means that, by combining the volumes from several airports into one single opportunity or within the same year, they can collectively benefit from the volume discounts as if all the business were coming from a single tenant.	*

66	Describe any quantity or volume discounts or rebate programs that you offer.	<p>Volume discounts are granted as follows:</p> <p>Active square feet subscriptions (i.e. 53,900 sft of coverage would have a discount of 10% on HW and 6% on yearly subscription cost)</p> <table><thead><tr><th>Sq ft (Converted)</th><th>HW %</th><th>Subscription %</th></tr></thead><tbody><tr><td>11</td><td></td><td>0%</td></tr><tr><td>10,764</td><td>5%</td><td>3%</td></tr><tr><td>53,820</td><td>10%</td><td>6%</td></tr><tr><td>107,639</td><td>15%</td><td>9%</td></tr><tr><td>161,418</td><td>20%</td><td>12%</td></tr><tr><td>215,196</td><td>20%</td><td>14%</td></tr><tr><td>279,986</td><td>20%</td><td>16%</td></tr><tr><td>344,765</td><td>20%</td><td>17%</td></tr><tr><td>419,544</td><td>20%</td><td>18%</td></tr><tr><td>524,430</td><td>20%</td><td>19%</td></tr><tr><td>629,316</td><td>20%</td><td>20%</td></tr></tbody></table> <p>*These values can always be adjusted in the future at Xovis' discretion.</p> <p>This information is also available in the Pricing Document.</p>	Sq ft (Converted)	HW %	Subscription %	11		0%	10,764	5%	3%	53,820	10%	6%	107,639	15%	9%	161,418	20%	12%	215,196	20%	14%	279,986	20%	16%	344,765	20%	17%	419,544	20%	18%	524,430	20%	19%	629,316	20%	20%	*
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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.	n.a.	*																																				
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.	None	*																																				
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.	Xovis pricing does not consider any taxes, duties, and other forms of transaction levies. Xovis pricing includes shipping.	*																																				
70	Specifically describe freight, shipping, and delivery terms or programs available for Alaska, Hawaii, Canada, or any offshore delivery.	Regarding shipping to Alaska, Hawaii, Canada, or offshore locations, we offer standard delivery options. Specific freight and shipping terms will depend on the destination and the size of the order. All applicable taxes, customs fees, and duties for international or offshore deliveries are the responsibility of the customer.	*																																				
71	Describe any unique distribution and/or delivery methods or options offered in your proposal.	DDP (Delivered Duty Paid) for the United States, and FCA (Free Carrier) for all other countries covered under the agreement.	*																																				
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.	<p>To verify compliance with our proposed agreement with Sourcewell, we have a robust self-audit process in place. As an ISO 9001 certified company, we follow strict quality management standards, ensuring all processes are continually reviewed and improved. We also leverage Salesforce and our ERP system to monitor and control pricing, using advanced tools and mechanisms to track transactions.</p> <p>Our internal audits include regular system checks to ensure that Sourcewell participating entities are receiving the proper pricing as outlined in the agreement. We conduct periodic reviews of orders and pricing data to confirm accuracy, and if any discrepancies are found, we take immediate corrective action. Additionally, we are open to collaborating with Sourcewell to ensure full transparency and ongoing compliance with the agreement.</p>	*																																				

73	<p>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.</p>	<p>If we are awarded an agreement, we will track key metrics to ensure smooth execution and timely commission payments. These metrics will include:</p> <p>Milestone and Compliance Tracking: We will monitor progress to ensure all milestones and deliverables are met on time.</p> <p>Transaction Monitoring: We will track completed transactions to accurately calculate commissions and ensure alignment with the agreement.</p> <p>Quarterly Reporting: We will provide regular reports on transactions, payments, and project milestones, including updates on the status and expected completion of key deliverables.</p> <p>This ensures transparency and effective management of the agreement with Sourcewell.</p>	*
74	<p>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.</p>	<p>We propose an administrative fee of 3% for potential agreements with current Xovis customers, to be payable to Sourcewell for the support and services provided. The fee will be calculated as a percentage of all completed transactions within the implementation phase made by Participating Entities under the agreement.</p> <p>For new customers who have not yet worked with Xovis, we understand the importance of establishing a seamless and efficient partnership. In these cases, the administrative fee of 5% will similarly apply, ensuring that Sourcewell's support and services are available throughout the agreement and implementation process. This fee will also be calculated as a percentage of all completed transactions within the implementation phase made by Participating Entities under the agreement, allowing for a smooth onboarding experience with continued support.</p>	*

Table 6B: Pricing Offered

Line Item	The Pricing Offered in this Proposal is: *	Comments	
75	<p>The pricing offered is as good as or better than pricing typically offered through existing cooperative contracts, state contracts, or agencies.</p>	<p>Our pricing is structured with a scale factor, which means it can offer greater benefits if the contract is extended to a larger range of entities.</p>	*

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

Line Item	Question	Response *	
76	Provide a detailed description of all the Solutions offered, including used Solutions if applicable, offered in the proposal.	<p>Xovis' offers a comprehensive range of crowd analytics, people counting, and data-driven decision-making tools that are highly adaptable to different industries and environments. Whether for optimizing retail operations, ensuring passenger safety in transportation hubs, or reducing wait times in public venues such as airports, Xovis provides a high-precision, scalable approach to real-time data analytics.</p> <p>For further details on Passenger Flow Management Solution for Airports, see attached Proposal Document.</p>	*
77	Within this RFP category there may be subcategories of solutions. List subcategory titles that best describe your products and services.	<p>1 - Airports:  - Queue Management and Optimization  Solutions for managing and optimizing customer queues in high-traffic areas.  Key Offerings: Queue Length Monitoring, Wait Time Estimation, Queue Flow Optimization.</p> <p>- Real-Time Data Analytics and Reporting  Advanced analytics platforms that provide actionable insights from the data collected by sensors.  Key Offerings: Data Visualization, KPI Monitoring, Custom Reports</p> <p>2 - Transportation:  Specialized solutions for optimizing operations in transportation, trains, buses, etc.  Key Offerings: Passenger Count Analysis (APC)</p> <p>3 - Retail and Building Management:  - People Counting  Includes solutions for counting and tracking people across various environments  Key Offerings: Passenger Counting, Visitor Counting, Occupancy Monitoring.</p> <p>- Retail and Consumer Insights  Solutions aimed at optimizing the customer experience and operational efficiency in retail environments.  Key Offerings: Shopper Flow Monitoring, Retail Analytics, In-Store Occupancy Management.</p> <p>- Smart Building Integration and Facility Management  Integration of Xovis' sensors into building management systems to optimize facility operations.  Key Offerings: Energy Efficiency, Occupancy-Based HVAC Control, Space Utilization Monitoring.</p> <p>- Sustainability and Energy Management  Solutions that contribute to sustainability goals by improving resource efficiency through occupancy-based control systems.  Key Offerings: Energy-Saving with Occupancy Data, Smart Lighting Control, Sustainable Building Operations.</p>	*

**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	
78	Passenger detection, movement, flow, tracking, and counting at various touchpoints, curb-to-gate analytics	<input checked="" type="radio"/> Yes <input type="radio"/> No	The core of the business and KPIs we offer	*
79	Passenger dwell, occupancy, and service level monitoring, automatic passenger counting (APC)	<input checked="" type="radio"/> Yes <input type="radio"/> No	The core of the business and KPIs we offer	*
80	Queue management, wait times, foot fall traffic patterns and analytics, asset utilization	<input checked="" type="radio"/> Yes <input type="radio"/> No	The core of the business and KPIs we offer	*
81	Unusual behavior detection and incident monitoring	<input type="radio"/> Yes <input checked="" type="radio"/> No	Although we are capable of triggering alerts for various scenarios, including unusual behaviors, our experience has shown that these alerts often yield limited value. The primary issue lies in the high likelihood of false positives, with actual positive alerts being quite rare. This creates a situation where the alerts become more of a distraction than a helpful tool. Over time, operators tend to disregard these alerts, as they often represent 'noise' rather than meaningful events. As a result, Xovis does not consider this use case to be a priority at this time.	*
82	Real-time Smart Transit Displays and Equipment	<input type="radio"/> Yes <input checked="" type="radio"/> No	The actual display is not currently part of Xovis' offering. However, our wait time data is seamlessly integrated with other systems that can utilize this information. As part of our roadmap, we are considering a future solution that will include a wait time display, which can then be easily integrated into any display system.	*
83	3D vision and AI sensors for people & vehicle movement	<input checked="" type="radio"/> Yes <input type="radio"/> No	Exception for vehicles	
84	Traffic flow dividers, panels and stanchions	<input type="radio"/> Yes <input checked="" type="radio"/> No	Not part of Xovis offering.	
85	Electronic and mobile check-in kiosks	<input type="radio"/> Yes <input checked="" type="radio"/> No	Not part of Xovis offering.	

**Table 8: Exceptions to Terms, Conditions, or Specifications Form**

**Line Item 86. NOTICE:** To identify any exception, or to request any modification, to Sourcwell standard Master Agreement terms, conditions, or specifications, a Proposer must submit the proposed exception(s) or requested modification(s) via redline in the Master Agreement Template provided in the "Bid Documents" section. Proposer must upload the redline in the "Requested Exceptions" upload field. All exceptions and/or proposed modifications are subject to review and approval by Sourcwell and will not automatically be included in the Master Agreement.

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

## Documents

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

1. Documents in PDF format are preferred. Documents in Word, Excel, or compatible formats may also be provided.
2. Documents should NOT have a security password, as Sourcwell 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](#) - Xovis\_AERO\_Pricelist\_2024-Endcustomer-USD.pdf - Thursday February 20, 2025 16:43:24
- [Financial Strength and Stability](#) - Certified Financial Key Data Xovis AG.pdf - Tuesday February 18, 2025 10:02:38
- [Marketing Plan/Samples](#) - Marketing Material.zip - Monday March 03, 2025 21:41:49
- WMBE/MBE/SBE or Related Certificates (optional)
- [Standard Transaction Document Samples](#) - Standard Transaction Documents.zip - Thursday February 20, 2025 17:34:45
- Requested Exceptions (optional)
- [Upload Additional Document](#) - 20250228\_RF\_Sourcewell\_RFP Detail Proposal Document.pdf - Monday March 03, 2025 21:14:05

## 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. - Matthew Gialdo, VP Sales North America, Xovis USA 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