

**MASTER AGREEMENT #041525****CATEGORY: Smart Infrastructure Solutions, Outdoor Sensors, and Related Products and Services****SUPPLIER: Prima Venture and Partners LLC dba nureal.ia**

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 Prima Venture and Partners LLC dba nureal.ia, 2844 E. 142<sup>nd</sup> Ave., Thornton, CO 80602 (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 July 22, 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 (Solicitation #041525) to Participating Entities. In-Scope solutions include:
  - a) Outdoor sensors or advanced sensor-integrated luminaires intended for mounting on smart poles, capable of detecting, including but not limited to:
    - i) Air quality parameters;
    - ii) Lighting levels and energy usage;
    - iii) Noise levels, including gunshot and anomaly detection;
    - iv) Pedestrian and vehicle movement and presence; and,
    - v) Weather conditions.
  - b) Physical assets, poles, and mounting structures to support connected smart infrastructure systems.
  - c) Network components, gateways, controllers, communication modules, or specialized platforms necessary for connectivity, remote control, monitoring, data collection, and management of smart poles and sensors.
  - d) Integration or turnkey services directly related to a) – c) above, including deployment, integration as a service (IaaS), configuration, training, support, centralized data collection, and integration with existing smart city systems. Optional components may include Vehicle-to-Everything (V2X) capabilities for real-time communication with vehicles to enhance traffic flow, safety, and support autonomous systems.

Sourcewell is seeking market-ready solutions for outdoor applications. Proposers may offer software development **ONLY** as a supplemental service that supports and enhances the proven, market-ready solutions.

- 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 Sourcwell 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 Sourcwell 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 Sourcwell if this certification changes at any time during the term of this Agreement.
- 16) **Provisions for non-United States federal entity procurements under United States federal awards or other awards (Appendix II to 2 C.F.R § 200).** Participating Entities that use United States federal

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

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

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

iii) **CONTRACT WORK HOURS AND SAFETY STANDARDS ACT (40 U.S.C. § 3701-3708).** Where applicable, all contracts awarded by the non-federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. §§ 3702 and 3704, as supplemented by Department of Labor regulations (29 C.F.R. § 5). Under 40 U.S.C. § 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in

the work week. The requirements of 40 U.S.C. § 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies, materials, or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence. This provision is hereby incorporated by reference into this Agreement. Supplier certifies that during the term of an award for all Agreements by Sourcewell resulting from this procurement process, Supplier must comply with applicable requirements as referenced above.

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

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

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

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

from tier to tier up to the non-federal award. Suppliers must file all certifications and disclosures required by, and otherwise comply with, the Byrd Anti-Lobbying Amendment (31 U.S.C. § 1352).

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

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

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

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

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

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

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

xv) **PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS OR RELATED ACTS.** The Contractor acknowledges that 31 U.S.C. § 38 (Administrative Remedies for False Claims and



Statements) applies to the Supplier's actions pertaining to this Agreement or any purchase by a Participating Entity.

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

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

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

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

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

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

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

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

- Include a complete restatement of Pricing List with the effective date of the modified pricing, or product addition or deletion. The new pricing restatement must include all Included Solutions offered, even for those items where pricing remains unchanged.

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

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

Sourcewell's Authorized Representative is its Chief Procurement Officer.

- 4) **Performance Reviews.** Supplier will perform a minimum of one review with Sourcewell per agreement year. The review will cover transactions to Participating Entities, pricing and terms, administrative fees, sales data reports, performance issues, supply chain issues, customer issues, and any other necessary information.
- 5) **Sales Reporting Required.** Supplier is required as a material element to this Master Agreement to report all completed transactions with Participating Entities utilizing this Agreement. Failure to provide complete and accurate reports as defined herein will be a material breach of the Agreement and Sourcewell reserves the right to pursue all remedies available at law including cancellation of this Agreement.
- 6) **Reporting Requirements.** Supplier must provide Sourcewell an activity report of all transactions completed utilizing this Agreement. Reports are due at least once each calendar quarter (Reporting Period). Reports must be received no later than 45 calendar days after the end of each calendar quarter. Supplier may report on a more frequent basis in its discretion. Reports must be provided regardless of the amount of completed transactions during that quarter (i.e., if there are no sales, Supplier must submit a report indicating no sales were made).

The Report must contain the following fields:

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

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



- Participating Entity Contact Name;
  - Participating Entity Contact Email Address;
  - Participating Entity Contact Telephone Number;
- 7) **Administrative Fee.** In consideration for the support and services provided by Sourcewell, Supplier will pay an Administrative Fee to Sourcewell on all completed transactions to Participating Entities utilizing this Agreement. 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.

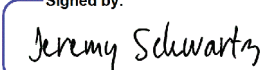
- 1) **Quotes to Participating Entities.** Suppliers are encouraged to provide all pricing information regarding the total cost of acquisition when quoting to a Participating Entity. Suppliers and Participating Entities are encouraged to include all cost specifically associated with or included within the Suppliers proposal and Included Solutions within transaction documents.

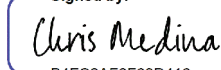
- 2) **Shipping, Delivery, Acceptance, Rejection, and Warranty.** Supplier's proposal may include proposed terms relating to shipping, delivery, inspection, and acceptance/rejection and other relevant terms of tendered Solutions. Supplier and Participating Entity may negotiate final terms appropriate 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.

041525-NURL

Sourcewell

Prima Venture and Partners LLC  
dba nureal.ia

Signed by:  
  
C0FD2A139D06489...  
By: \_\_\_\_\_  
Jeremy Schwartz  
Title: Chief Procurement Officer  
Date: 7/22/2025 | 8:18 PM CDT  
\_\_\_\_\_

Signed by:  
  
B4FC2AF6F63D416...  
By: \_\_\_\_\_  
Chris Medina  
Title: CEO  
Date: 7/22/2025 | 12:19 PM CDT  
\_\_\_\_\_



# RFP 041525 - Smart Infrastructure Solutions, Outdoor Sensors, and Related Products and Services

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## Vendor Details

Company Name: nureal.ai

Does your company conduct business under any other name? If yes, please state: Prima Venture and Partners LLC

Address: 2844 E 142nd Ave  
Thornton, CO 80602

Contact: CHRIS MEDINA

Email: chrismedina@nureal.ai

Phone: 612-223-4795

Fax: 612-223-4795

HST#: 42-5022948

## Submission Details

Created On: Tuesday April 08, 2025 08:33:14

Submitted On: Monday April 14, 2025 13:48:57

Submitted By: CHRIS MEDINA

Email: chrismedina@nureal.ai

Transaction #: 56d8fcf2-5886-4e9a-912c-96181a7c5688

Submitter's IP Address: 147.243.203.202

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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.	Chris Medina on behalf of nureal.ai	*
2	In the event of award, is this entity the Responsible Supplier that will execute the master agreement with Sourcewell? Y or N.	Y	*
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).	Prima Venture and Partners LLC dba nureal.ai	*
4	Provide your CAGE code or Unique Entity Identifier (SAM):	T6H3KZKSETV1 and 10XD7	*
5	Provide your NAICS code applicable to Solutions proposed.	541511, 511210, 541511-09, 541511-05, 541511-06, 541511-07	
6	Proposer Physical Address:	2844 E 142nd Ave, Thornton, CO 80602	*
7	Proposer website address (or addresses):	<a href="https://www.nureal.ai">https://www.nureal.ai</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):	Chris Medina, CEO, 2844 E 142nd Ave, Thornton, CO 80602, <a href="mailto:chrismedina@nureal.ai">chrismedina@nureal.ai</a> , cell: 612-223-4795	*
9	Proposer's primary contact for this proposal (name, title, address, email address & phone):	Chris Medina, CEO, 2844 E 142nd Ave, Thornton, CO 80602, <a href="mailto:chrismedina@nureal.ai">chrismedina@nureal.ai</a> , cell: 612-223-4795	*
10	Proposer's other contacts for this proposal, if any (name, title, address, email address & phone):	NA no other contacts at this time	*

**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>Our company started its roots in the IoT industry back in 2010, by providing data and visual analytics through our proprietary platform. Our company was called Clovity back then and we grew as a privately held company with 2 owners and a vision to create actionable data through sensors and predictive analytics. Fast forward 13 years to October of 2023 and we decided to spin off our company and take on investors. By January of 2024 we received our first investor and started nureal.ai. Our mission statement is to 'Democratize AI for All', which means bring affordable and easily adoptable AI to small and medium-sized entities. Our philosophy is in our name nureal.ai which means the new reality is AI. At the heart of our company are three core values that guide everything we do: Innovation, Integrity, and Change.</p> <p>Innovation: We believe that innovation is the key to education and growth. We embrace the endless possibilities AI offers, continuously pushing the boundaries of what is possible. Every innovation is an opportunity to learn, adapt, and evolve, fueling progress in everything we do.</p> <p>Integrity: Our integrity defines our character as a company. We are committed to maintaining the highest standards of trust, honesty, and transparency in all our actions. Our team members are expected to embody these principles, ensuring that we build lasting relationships with our customers based on mutual trust and respect.</p> <p>Change: We see change as the driving force behind progress. Our goal is to make change not just a challenge, but an opportunity for growth and adaptation. By helping our clients navigate the evolving world of AI, we strive to create a future where we all thrive and make a lasting impact together.</p> <p>Through these values, we remain committed to creating a world of endless possibilities, grounded in trust, progress, and transformative growth.</p>	*
12	What are your company's expectations in the event of an award?	To work collaboratively with Sourcewell to promote the services and buying strength of a Sourcewell contract along with growing national accounts using the Sourcewell method. We understand that most if not all public and private entities do not to write RFPs and as suppliers we are not fond of responding to them. We recognize that by working collaboratively with Sourcewell, we can spend less time responding to RFP and more time marketing our capabilities. Sourcewell saves time and reduces our budget for RFP submittals, which is a win-win situation. With a Sourcewell supplier contract, we will attend Sourcewell events/conferences, promote our solutions for smart cities and promote Sourcewell to our other public sector clients (if they don't have a membership already).	*
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.	As a privately held company our board and owners do not publicly disclose financial statements that are outside of the standard tax filing for the risk of professional liability and Operating Agreements on financial disclosures. However, we can attest that we have the past 8 quarters of continuous profitability, and we have zero debt and zero lines of credit.	*
14	What is your US market share for the Solutions that you are proposing?	The US market share in 2024 was valued by Grandview Research at \$178.7 billion. Nureal's serviceable obtainable market (SOM) share is \$252.8 million.	*
15	What is your Canadian market share for the Solutions that you are proposing?	Not applicable because we have not sold in Canada and smart city applications do not sell in rural Canadian communities due to lack of connectivity for data to flow from smart sensors and smart cameras.	*
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.	Nureal.ai has no bankruptcies in the history of the company.	*

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?	Nureal.ai is best described in b). Nureal.ai creates our own intellectual property (IP) in the form of AI software that we build. Our sales team are employees of Nureal. Our resellers and distributors represent over 400 sales experts nationwide who sell use case specific capabilities that our AI software delivers for smart cities. Examples of use case specific capabilities are pedestrian tracking, behavior monitoring, object identification (example: strollers, luggage, bags, bicycles, cell phones, how someone is dressed), classification of gender, classification of age, facial recognition, crowd monitoring, queue monitoring and measuring, fight detection, gun detection, situational monitoring and awareness, fallen person (on the ground), people running, animal detection and many more. Our resellers earn 6% agent fee for selling our software. We are an exclusive OEM provider to the smart light industry, with products that utilize our AI to process camera data, environmental data, decibel data and even control lighting.	*
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.	Not applicable or required to hold any certification to sell our software. However, we are a member of the Digital Twin Consortium which creates standards for implementing Digital Twin in airports, train stations, retail, healthcare, smart cities, industrial and several others. We are also a member of Airport Consortium Group and the Colorado Smart Cities Alliance. We are an awardee of the NVIDIA Inception program certifying our developers on NVIDIA tools.	*
19	Disclose all current and past debarments or suspensions for Proposer and any included possible Responsible Party within the past seven years. Proposer must provide notice in writing to Sourcwell if it enters a debarment or suspension status any time during the pendency of this RFP evaluation.	Not applicable as nureal.ai has never had a debarment or suspension of any kind in the history of our company.	*
20	Describe any relevant industry awards or recognition that your company has received in the past five years.	In the past 5 years our company has been awarded Inc's 5000 Fastest Growth Company from 2022 - 2024. We have won Colorado Smart City Alliance Challenges for Public Safety and Open Space Monitoring in 2024 and 2025. We won the Inaugural Library Challenge bringing AI to libraries for Visitor and Asset Space monitoring which tracks areas of libraries that visitors congregate in and uses the data to help design better spaces for library patrons. We were awarded the C2 Challenge for smart streets in Greeley Colorado where we installed multiple units for detecting traffic patterns, noise pollution at intersections, accident detection on streets and environmental detection through the units we deployed.	*
21	What percentage of your sales are to the governmental sector in the past three years?	less than 10% of our sales are in the public or federal space. We are SAM certified and we are in several cities with our AI solutions, however, the private sector has far greater budgets and faster decision making which is where most of our solutions end up. We take what we implement in the private sector and customize them for the public sector which benefits the public sector in areas of budget and adoption. Because our solutions are curated in the private sector, less customization needs to be done when implementing them in public sector.	*
22	What percentage of your sales are to the education sector in the past three years?	Less than 5% are in the education sector primarily due to COVID as most schools were shut down or distant learning took over the education space for our type of technology and for AI in general. AI did not hit the market and specifically the education sector until 2023-2024. We have sold to k-12 schools and universities for touchless COVID solutions and public safety solutions using AI respectively. As AI innovation ramps up, the education sector will be a leader in how AI is used which will drive more of our solutions and use cases that we can offer.	*
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?	We currently do not hold any state or cooperative agreements at this time. All of our sales are through direct sales or channel / reseller partners.	*
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?	We currently do not hold any GSA contracts at this time. All of our sales are through direct sales or channel / reseller partners or as a sub to a prime.	*

**Table 2B: References/Testimonials**

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

Entity Name *	Contact Name *	Phone Number *	
GSA - Federal Government	Nathan Gadson	240-682-9722	*
Colorado Smart Cities Alliance	Tyler Svitak	720-292-0360	*
City of Greeley, CO	Will Jones	970-350-9740	*

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

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

Line Item	Question	Response *	
26	Sales force.	Our sales force consists of 4 US based sales agents covering west coast, east coast mid-west and south regions. We also utilize AI agents to outbound prospects and find mass solicitations. Our AI agents can generate over 500 leads per month and our direct sales teams can generate 120 leads per month.	*
27	Describe the network of Authorized Sellers who will deliver Solutions, including dealers, distributors, resellers, and other distribution methods.	Our resellers are suppliers to the industries we serve and whom have a direct relationship to their client buyers. These are trusted clients of our resellers whom we get to interface with but ultimately do not own the relationship. We are introduced by our resellers to 'close' the deal. All of the marketing we do is co-branded and, in some cases, we allow our resellers to brand our technology as their own (white labeling our solutions. Once a lead has been qualified, we are then brought to the table with the reseller and the prospect to deliver final specifications or technical inputs to the solution they were sold.	*
28	Service force.	Our Service force are techs in trucks who perform all field installation and servicing of the equipment we deploy. Our equipment comes with a 3-year warranty with the first year for free and we provide the tech support on-line for 24/7 calls.	*
29	Describe the ordering process. If orders will be handled by distributors, dealers or others, explain the respective roles of the Proposer and others.	For our direct sales channels orders are entered into our Sales Force instance which tracks a prospect through the leads and sale process. Our direct sales team calls on prospects daily until we can gain a meeting to demonstrate our capabilities and answer any questions. We then can either propose a small pilot or create a proposal for a full implementation. Either way, we then enter into a contract driven by our Statement of Work (SOW) which includes a standard terms and agreement. Through our reseller network, our experts are called into 'close' a deal after the reseller has performed a demo and the client is happy with our solution, and we then create a SOW or proposal. Once that deal is closed, the disposition in Sales Force is updated with the reseller as the owner and nureal gets paid directly from the customer and nureal then pays the 6% to the reseller.	*
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.	Our SLAs to respond to an incident or defect as follows: Severity 1 is defined as solution is hard down and no function can be used - response is within 15 minutes and resolution is within 24 hours Severity 2 is defined as solution is not functioning as designed and is intermittently down and can be used sparingly - response is within 30 minutes and resolution is within 24 hours. Severity 3 is defined as solution is slow performing and lagging but is working as designed just not at software pace - response is within 24 hours and resolution is within the next scheduled release. We provide several support and help desk type services for our software that range from 24/7 coverage to business hours and days coverage. All of our support is handled in our offshore facility. We are contractually bound by our SLAs which may have financial penalties if not adhered to (based on negotiated contract).	*
31	Describe your ability and willingness to provide your products and services to Sourcwell participating entities in the United States.	Our goal for a supplier contract would be to collaborate with Sourcwell on all ways they can help support our marketing efforts to help educate and inform how our capabilities can enhance their daily lives and solve problems or gain actionable insights. This is not promoting our brand, but rather our capabilities. If an entity likes our capabilities, we will work with Sourcwell to get an introduction where we can expertly sell our brand and solutions directly to the entity. We would then bring Sourcwell back into the sales cycle to discuss how Sourcwell services can fit into the procurement process.	*

32	Describe your ability and willingness to provide your products and services to Sourcewell participating entities in Canada.	Our goal for a supplier contract would be to collaborate with Sourcewell Canada, on all ways they can help support our marketing efforts to help educate and inform how our capabilities can enhance their daily lives and solve problems or gain actionable insights. This is not promoting our brand, but rather our capabilities. If an entity likes our capabilities, we will work with Sourcewell to get an introduction where we can expertly sell our brand and solutions directly to the entity. We would then bring Sourcewell back into the sales cycle to discuss how Sourcewell services can fit into the procurement process.	*
33	Identify any geographic areas of the United States or Canada that you will NOT be fully serving through the proposed agreement.	We are open to any areas in North America to do business.	*
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.	Based on Sourcewell's member categories and website, we believe we have an AI for every one of the 14 categories that make up Sourcewell's business.	*
35	Define any specific requirements or restrictions that would apply to our participating entities in Hawaii and Alaska and in US Territories.	There are no specific requirements or restrictions that would apply to any participating entities in Hawaii, Alaska or in the US Territories or Canada	*
36	Will Proposer extend terms of any awarded master agreement to nonprofit entities?	Yes, we currently extend our terms and agreements to Colorado Smart Cities Alliance (CSCA) which is a non-profit. CSCA works on behalf of its members in municipalities, counties, cities, public agencies, airports, and universities to bring forward private sector solutions that can be sold to the CSCA member communities.	*

**Table 4: Marketing Plan (100 Points)**

Line Item	Question	Response *	
37	Describe your marketing strategy for promoting this opportunity. Upload representative samples of your marketing materials (if applicable) in the document upload section of your response.	Our marketing strategy is to target key use cases for each industry and demonstrate through our marketing vehicles how these solutions are implemented. Our goal is to promote the ability to 'Democratize AI for All' which runs on the theme of value-based AI and AI that is easily adoptable. We target SMBs who look for value and fast go to market deployments. Our marketing vehicles we support are weekly email campaigns marketing for specific capabilities targeting industries or specific use cases. We do podcasts through nationally recognized broadcasts that promote AI or smart technology to SMBs. We develop case studies, articles and industry standards in all industries through our Digital Twin Consortium. These case studies and standards are then published to over 5,000 industry groups and media markets. We participate in trade shows, industry conferences and public speaking engagements to promote our brand awareness and use cases.	*
38	Describe your use of technology and digital data (e.g., social media, metadata usage) to enhance marketing effectiveness.	We have switched our digital marketing focus to now a fully AI driven focus that can promote daily using prompts and data to follow up or promote our services and solutions. This includes demo videos, writing short articles for education purposes, and creating presentations online. We are finding that we generate more leads with an AI agent that can work 24 hours every day and a close rate of 8-10% on our leads which is greater than our 4-5% close rate for direct cold calls.	*
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?	Sourcewell's role is to promote capabilities and solutions that are being sought after by their members and create introductions where applicable to Sourcewell suppliers who may be able to help. We would bring Sourcewell to the proposal table after we have convinced the prospect that they want our solution. Sourcewell would then provide their expertise into how their process work and the prospect can decide then or at a later time if they want to become a member or facilitate the transaction with Sourcewell's help. Sourcewell would then 'step-out' of the sales cycle and nureal would then 'close' the deal.	*
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.	we do not yet have a marketplace where our solutions can be directly downloaded and paid for. That marketplace will come in 4Q of 2025. For Sourcewell members who purchase our software, we will advertise the price per module for licensing at a rate that will be better than our standard retail price (usually with a 15% discount). If a Sourcewell contract is sold, we would expect the client to pay nureal and for the Sourcewell fee to be paid by nureal directly to Sourcewell.	*



**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.	Our mantra for our solution is 'Democratize AI for All' which means that the solution runs itself and is easily adoptable, deployable and can be afforded by SMBEs. We 'train' on the analytics and functional aspects of what our AI can do. In the cases of crowd detection, we will 'train' the AI to recognize situations, use cases and inferences. The output is then consumed by the entity users in the form of analytics and visualization. Everything that a client is 'looking' to discover is trained in the AI that we deploy, and the actionable data is then used to plan, enhance or change the environment that it is observing. If further training is needed to better understand the analytics, we will charge \$2,000 for a single 2-hour virtual train the trainer session including curriculum materials.	*
42	Describe any technological advances that your proposed solution(s) offer.	We develop generative AI, AI computer visioning, AI object detection, AI bots or AI agents and digital twin technology which is a 3D rendering of a physical environment that can react or change with production data. Our technical advancement in an all-in-one unit allows for camera monitoring (with 2 embedded cameras), environmental tracking through sensors embedded into the unit, noise and decibel tracking for noise pollution again embedded into the unit, as well as smart lighting. Our AI is embedded into the unit so it runs at the edge and provides the ability to remotely change to other AI if desired without removing the equipment from the infrastructure. Our AI monitors for traffic, gun shots, weapons, crowds, pedestrians, cyclists, other objects, situations or questions to be answered, discovered or escalated based on what is inputted either through a camera, a question or through integration of data. These advancements make decisions, recommendations, inferences, assumptions and workflow that greatly and accurately accelerates tasks, and or decision-making abilities.	*
43	If applicable, describe how your solution(s) leverage artificial intelligence (AI) to enhance the functionality and efficiency of smart infrastructure.	Our OEM agreement allows our AI to be deployed inside the smart light head where all the sensors, cameras, and lighting are housed. Our AI has base LLM inside the unit and provides real-time notifications and alerts once it detects something happening. Our models can be deployed remotely giving the city the ability to change up the types of AI they want to run as part of the solution.	*
44	Describe any "green" initiatives that relate to your company or to your Solutions, and include a list of the certifying agency for each.	Not applicable as we are not a carbon generating solution or company. our entire staff is remote located all over the US and abroad in India. our software which is cloud based is not a contributor or resolution for green initiatives. We do however have an agreement with a solar company to use AI to capture 30% more energy by altering the position of solar panels with AI. This innovation thus allows companies to reduce carbon emissions by employing a green energy solution that is solar vs fossil fuels.	*
45	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.	our software is not an eco-labeled rating or certification for energy efficiency. however, products that use our software like solar, can and usually are eco-labeled or certified as energy efficient. We do however have an agreement with a solar company to use AI to capture 30% more energy by altering the position of solar panels with AI. This innovation thus allows companies to reduce carbon emissions by employing a green energy solution that is solar vs fossil fuels.	*
46	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?	Right off the bat our solution is all encompassing of the type of product that Sourcewell is searching for. Embedded into a single light head, we have 2 cameras with AI running, we have embedded environmental sensors which can provide insights into the pollution in the area as well as temperature, and weather conditions. We have a decibel meter inside the light head that can detect all ranges of noise pollution from traffic to construction, to airplanes to even gunshot detection. Lastly, our solution provides a standard LTE connectivity as well as public Wi-fi for connectivity. Our AI can run all these models simultaneously as well as connect to the city's infrastructure wirelessly. What is unique is other providers have each of these components separately from each other meaning multiple pieces of equipment that have to be attached or connected together to make a single solution. Our solution is 100% all in one without needing external equipment.	*

**Table 5B: Value-Added Attributes**

Line Item	Question	Certification	Offered	Comment	
47	Select any Women or Minority Business Entity (WMBE), Small Business Entity (SBE), or veteran owned business certifications that your company or hub partners have obtained. Upload documentation and a listing of dealerships, HUB partners or resellers if available. Select all that apply.		<input type="radio"/> Yes <input checked="" type="radio"/> No	SBE is in progress	*
48		Minority Business Enterprise (MBE)	<input type="radio"/> Yes <input checked="" type="radio"/> No	MBE is in progress	*
49		Women Business Enterprise (WBE)	<input type="radio"/> Yes <input checked="" type="radio"/> No	NA	*
50		Disabled-Owned Business Enterprise (DOBE)	<input type="radio"/> Yes <input checked="" type="radio"/> No	NA	*
51		Veteran-Owned Business Enterprise (VBE)	<input type="radio"/> Yes <input checked="" type="radio"/> No	NA	*
52		Service-Disabled Veteran-Owned Business (SDVOB)	<input type="radio"/> Yes <input checked="" type="radio"/> No	NA	*
53		Small Business Enterprise (SBE)	<input type="radio"/> Yes <input checked="" type="radio"/> No	SBE in progress	*
54		Small Disadvantaged Business (SDB)	<input type="radio"/> Yes <input checked="" type="radio"/> No	NA	*
55		Women-Owned Small Business (WOSB)	<input type="radio"/> Yes <input checked="" type="radio"/> No	NA	*

**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 *	
56	Describe your payment terms and accepted payment methods.	We allow milestone payment terms based on project milestones (% upfront, % in middle and % at the end milestones). We request a net 30-day payment from the date of invoice. We start a project once a PO is generated and delivered to us.	*
57	Describe any leasing or financing options available for use by educational or governmental entities.	Not applicable as our software does not require leasing or financing. Our model is a subscription-based model with 3- or 5 year terms. We also have 1-year terms for public agencies that have labor laws that do not allow for contracts to exceed 1 year	*
58	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.	We use standard SOW templates which include standard terms and agreements for all transactions. Included in the SOW are all the terms and scope of the agreement/engagement. if there is a change to the scope of the SOW, we utilize a standard change management form that becomes an Amendment to the SOW	*
59	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?	We do not accept P-card or payments via credit card. We accept ACH and wire transfers for payment vehicles	*

60	Describe your pricing model (e.g., line-item discounts or product-category discounts). Provide detailed pricing data (including standard or list pricing and the Sourcewell discounted price) on all of the items that you want Sourcewell to consider as part of your RFP response. If applicable, provide a SKU for each item in your proposal. Upload your pricing materials (if applicable) in the document upload section of your response.	Our base pricing is as follows: - Smart lighting unit with cameras, environmental sensors, noise detection, AI and network connectivity is a retail price of \$9,000.00 for equipment. We will provide a 15% discount to Sourcewell and their members off of MSRP to \$7,625 per unit. The AI software models are pre-trained AI that is purchased on a per seat per month basis and they start at \$4.99 each. These are base models that create the base capability like pedestrian tracking, vehicle tracking, specific monitoring etc. We charge a onetime Capex fee for implementation, set up and customization of analytic dashboards. The fee ranges from \$25,000.00 to \$75,000.00 depending on the size and scope of the initiative. We charge \$3,000.00 per unit to install on the city infrastructure. For our maintenance agreement, we charge \$1,500 per month which includes our standard customer support and field support. We also provide hosting solutions through our cloud partners Google, Microsoft Azure or AWS depending on the city's preference. These services range from \$250 to \$2,200 per month depending on size and scale of the implementation.	*
61	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 pricing discount is on the equipment which is an all-in-one solution which retails for \$9,000 per unit but nureal is discounting 15% to \$7,625 per unit. Additionally, the monthly subscription is discounted to \$4.25 per user per month, which is a 15% discount from MSRP.	*
62	Describe any quantity or volume discounts or rebate programs that you offer.	For orders 0-50 units we will apply a new customer discount of 15% For orders 51-100+ units we will apply a volume discount of 20%	*
63	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.	As a sourced service like certified professional installation, nureal will add them as a contractor to our awarded contract. These services will be pre-negotiated to include a 15% discount from their standard rates. Each initiative will come with a provided quote for these subcontracted services.	*
64	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.	Taxes and shipping are not included in the costs provided. Also not included are telecom connectivity usage charges, electrical re-work for any conduit not able to support the solution. These costs can impose delays due to the city's own infrastructure lifecycle and ability to meet the solution with existing infrastructure or services.	*
65	If freight, delivery, or shipping is an additional cost to the Sourcewell participating entity, describe in detail the complete freight, shipping, and delivery program.	We use DHL for all US and global shipping and are estimated using a freight calculator. We will arrange for equipment FOB, then send the Sourcewell participating entity a shipping manifest. Once the shipment arrives, we ask that the Sourcewell entity verify and confirm shipment is not damaged. Any equipment that is not working on arrival, we will have a spare part or full piece of equipment ready to ship as a replacement. Shipping costs based on the freight calculation will require 50% deposit at the time of shipping and the remaining 50% at the time of approved receipt with no defects or damaged goods.	*
66	Specifically describe freight, shipping, and delivery terms or programs available for Alaska, Hawaii, Canada, or any offshore delivery.	We use DHL for all US and global shipping and are estimated using a freight calculator. We will arrange for equipment FOB, then send the Sourcewell participating entity a shipping manifest. Once the shipment arrives, we ask that the Sourcewell entity verify and confirm shipment is not damaged. Any equipment that is not working on arrival, we will have a spare part or full piece of equipment ready to ship as a replacement. Shipping costs based on the freight calculation will require 50% deposit at the time of shipping and the remaining 50% at the time of approved receipt with no defects or damaged goods.	*
67	Describe any unique distribution and/or delivery methods or options offered in your proposal.	We use DHL for all US and global shipping and are estimated using a freight calculator. We will arrange for equipment FOB, then send the Sourcewell participating entity a shipping manifest. Once the shipment arrives, we ask that the Sourcewell entity verify and confirm shipment is not damaged. Any equipment that is not working on arrival, we will have a spare part or full piece of equipment ready to ship as a replacement. Shipping costs based on the freight calculation will require 50% deposit at the time of shipping and the remaining 50% at the time of approved receipt with no defects or damaged goods.	*

68	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.	We will extract form Sales Force on a weekly basis for a sales audit review with the Sourcewell team. We will identify for Sourcewell as the stages of prospect and provide copies of signed agreements with any delivered Purchase Orders (POs).	*
69	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.	Based on our dispositioning of our lead sources, we will assign Sourcewell as the 'owner' of any lead that has agreed to have Sourcewell as part of the transaction or that was derived through a Sourcewell marketing activity or event. This will allow for a quick and accurate generation of a list that can easily show the close ratio metrics of those leads or prospects that are tied to Sourcewell vs those that are not. The baseline of success will be determined each month with the number of closed transactions and ownership disposition. Any trends that push the metrics upward towards a successful close ratio will be leveraged and repeated.	*
70	Provide a proposed Administration Fee payable to Sourcewell. The Fee is in consideration for the support and services provided by Sourcewell. The propose an Administrative Fee will be payable to Sourcewell on all completed transactions to Participating Entities utilizing this Agreement. The Administrative Fee will be calculated as a stated percentage, or flat fee as may be applicable, of all completed transactions utilizing this Master Agreement within the preceding Reporting Period defined in the agreement.	we propose a flat fee of 3% of the total contract amount and trailing fee of 2% of any future business following a term of 3 years with the same client or entity	*

Table 6B: Pricing Offered

Line Item	The Pricing Offered in this Proposal is: *	Comments	
71	The pricing offered is as good as or better than pricing typically offered through existing cooperative contracts, state contracts, or agencies.	we provide a new customer discount as well as a volume discount	*

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

Line Item	Question	Response *	
72	Provide a detailed description of all the solutions offered, including used solutions if applicable, offered in the proposal.	<p>The solution provided is a uniquely different solution than any other on the market. Our unique smart light head comes as a single unit that can be installed on existing light poles throughout a city. Our light head comes with all of the technology already embedded into the light head. Nothing hanging off the pole or the light heads to achieve the goals and objectives the Sourcewell participating entity is looking for. The light head comes with cameras embedded into the light head, environmental sensors embedded into the light head, decibel meter sensors embedded into the light head, GPU and AP processing inside the light head, and LTE and Wi-fi network connectivity inside the light head. No other provider has this embedded technology. Our AI software is backed by NVIDIA and we provide:</p> <ul style="list-style-type: none"> <li>- Generative AI - this solution allows for clients to utilize a ChatGPT like interface to access data and receive responses to pre-built prompts and responses. For example, if operations want to better understand the traffic flow patterns, recommended changes in operating scenarios or reference meta data to derive an outcome they would use our Gen AI software. The software will access data in milliseconds and provide a host of information and recommendations based on the prompt.</li> <li>Agentive AI - our agentive AI solutions are AI agents or AI bots that carry out tasks similar to what human intervention would carry out. The agents can automate workflow, handle exceptions and create alerts or notifications, make decisions and processes with precise accuracy and timing.</li> <li>AI pre-trained models - our pre-trained AI models are set up to work on day one and are used as the base capabilities for computer visioning and decision making. that the camera has in sight. This can be applied to groups, lines or random in or out scenarios like a bathroom. We have over 100 base models that span several scenarios and situations in the public environment.</li> <li>Our meta-data models - our AI software can even get down to very granular levels when paired with our base models.</li> </ul>	*
73	Within this RFP category there may be subcategories of solutions. List subcategory titles that best describe your products and services.	smart city, smart poles, smart cameras, AI for smart cities, public safety using AI, smart networks, private networks, mesh connectivity, IoT connectivity, situational monitoring, AI alerts and notifications, pedestrian tracking, vehicle tracking, crash detection, cyclist monitoring, crowd monitoring, injured person detection, gunshot detection, weapon detection, and mobility tracking (autonomous vehicles).	*
74	Describe how your solutions ensure data privacy, security, and compliance.	All of our data is SOC certified, and we include the ability to encrypt any data in transition and at rest. We also provide guidance around archiving data and data obfuscation.	*
75	Describe how your solutions ensure interoperability with existing systems and future upgrades.	Our equipment is self-sufficient and only needs power to connect to existing city infrastructure. All the AI software is built using open-source standards creating an ease of integration to any enterprise system. Furthermore, for any issues related to technical integration, we have the vast resources of NVIDIA to help with complex AI scenarios.	*

**Table 7B: Outdoor Sensors or Advanced Sensor-Integrated Luminaires**

Using the comments text box, answer the questions below if your proposal is offering **Outdoor Sensors or Advanced Sensor-Integrated Luminaires**.

☐ We will not be submitting for Table 7B: Outdoor Sensors or Advanced Sensor-Integrated Luminaires

Line Item	Category or Type	Comments *	
76	Describe what communication protocols (e.g., API, DALI) are supported by your solution(s) to ensure compatibility with different systems.	We are an open-sourced platform that complies with 99% of the integration protocols subject to IoT and AI integration on the current standards for enterprise integration. We commonly use REST or JSON services as they are most used by the public and private entities. Our software can then be containerized using open-sourced tools like Docker so they can run at the edge. The light heads are DALI compliant with books 18 and 20.	*
77	Describe what transmission methods (e.g., wired, wireless) the sensors use, and how they ensure reliable communication.	Our solution connects to city power and has the ability to connect directly wired to city fiber or the city's 5g wireless provider/ISP. The solution comes pre-configured with LTE and Wi-fi to connect wirelessly. In the event the city is unwilling to utilize their existing infrastructure or wireless services, these pre-configured connectivity access points can be turned on and utilized to transmit data and video. Thus, allowing for the interoperability of the solution and the back end of the city's data center or cloud.	*
78	If applicable, describe how your proposed solution(s) ensure Zhaga compliance for the integration of LED modules, sensors, or communication devices to facilitate easy upgrades and interoperability.	The LED are DALI and Zhaga compliant with books 18 and 20 for integration to other equipment and interfaces for interoperability.	*

**Table 7C: Physical Assets, Poles, and Mounting Structures**

Using the comments text box, answer the questions below if your proposal is offering **Physical Assets, Poles, and Mounting Structures**.

☐ We will not be submitting for Table 7C: Physical Assets, Poles, and Mounting Structures

Line Item	Category or Type	Comments *	
79	Describe how your solution(s) ensure the durability and adaptability of mounting structures in varying environmental conditions.	Our light heads come with pre-configured attachment mounts that fit any size of city poles. The current solution is in several cities across the country and globally in climates of all types. They are manufactured for outdoor heat, cold, rain and even dust storms. The unique design with all components safely embedded inside the single unit keeps the units from taking on debris or blocking weather. The redistributed heat from the unit also maintains clear surfaces from melting any snow or hard rain. We also deploy equipment monitoring with our units so that each component can 'check-in' with their operating status and scheduled or needed maintenance if detected.	*



**Table 7D: Network Components, Gateways, Controllers, Communication Modules, or Specialized Platforms**

Using the comments text box, answer the questions below if your proposal is offering **Network Components, Gateways, Controllers, Communication Modules, or Specialized Platforms**.

☐ We will not be submitting for Table 7D: Network Components, Gateways, Controllers, Communication Modules, or Specialized Platforms

Line Item	Category or Type	Comments *	
80	Describe what redundancy features are built into your network components to ensure continuous operation.	Our units all communicate with each other through a mesh network that each unit possesses and is unique to each unit. in the event a unit cannot communicate to a specified gateway or router, administratively we can re-route traffic to another unit and still transmit. With the multiple network units pre-configured into the unit, we can also transmit via the internal LTE component providing an immediate private network, or for non-sensitive data, we can use the dedicated band for Wi-fi and mesh as the conduit to communicate.	*
81	Describe what features your platform provides for monitoring, controlling, and managing smart infrastructure assets.	Our AI agents are used to pull in any data from any of our embedded smart devices or any IoT devices that the city want to have the lamp heads pull in for processing. The agentive AI agent is trained to ping devices for a health check and optimal operating flow. If the Ai agent detects an anomaly, it will dispatch a notification or alert to the administrator for resolution. if the exception can be trained, we will train the AI agent to handle future exceptions in a particular verified manner thereby reducing the human interaction or post reaction to a failure. The monitoring is 24/7 and is wholly self-contained in the unit vs any outside processes running on top of the applications in the data center.	*
82	If applicable, describe how your platform supports multiple data sources and integrates them into a unified dashboard for real-time monitoring.	Our DNA is in IoT and data aggregation so it is typical that we have a deployment with legacy data or multiple data sources. We use our data extraction and aggregation engine to run data models in our cloud or in our client's cloud. We can reduce the cost of data computation by providing our edge AI to perform much of the data crunching and machine learning BEFORE it gets to cloud, saving cost on unnecessary compute and storage fees. We offer pre-configured APIs that can also be used with an external business intelligence tool like Azure or similar BI tools. We also build custom dashboards that can be accessed right from the edge for real-time visibility or from a hosted cloud. We apply permissions which allow for systems or users to access the data using two-factor authentication.	*

**Table 7E: Integration with Turnkey Services**

Using the comments text box, answer the questions below if your proposal is offering **Integration with Turnkey Services**.

☐ We will not be submitting for Table 7E: Integration with Turnkey Services

Line Item	Category or Type	Comments *
83	Describe what levels of service (e.g., technology/infrastructure only, turnkey, other) are being proposed.	We offer full turn-key solution for our offering. Starting with on-site assessment for the proper fit and placement of the equipment, as well as the power and connectivity assessment to ensure proper operation before the project begins. From there we collect all the requirements for the types of events that the AI is going to be trained upon. These are services that involve documenting requirements, architectural designs and data flow. We complete this phase and work on the delivery of the equipment, installation and the training and configuration of the software. We deploy the certified technicians who have all the necessary lifts, bucket trucks and wiring to install all equipment and activate the hardware. Once activated our team then works to optimize the cameras, sensors and AI all done remotely. This process once installed takes less than 2 hours. We then work with the city to train all users and set up administrative access to data based on roles. Once in production, we provide all needed technical support with our online team as well as field support should a technician need to be dispatched. We also provide trouble shooting steps for any city IT team that also support city infrastructure.
84	Describe your proposed maintenance plans and schedules.  Provide details on routine maintenance, emergency repairs, software updates, and any remote monitoring capabilities.  Include pricing for such maintenance in your proposal.	The maintenance for all software deployed is scheduled on a quarterly basis and we will work with the city during a time when the system is not being used for critical services or operations (usually very late at night or early in the morning). Each maintenance release comes with our release notes, indicating exactly what is being changed and the testing leading up to the release. In the event of an emergency maintenance, we will give the city a one-week notice of downtime and time of deployment of an emergency maintenance release or defect fix. We use remote monitoring tools to keep our operating smooth, and we use AI to fix any non-human related issues like clearing cache or replaying of services.
85	Briefly describe one (1) project you have completed for another public agency and OUTLINE the deployment process.	In Farmington Hills Michigan we deployed for a community center that housed over 150 parking spaces and required monitoring of the grounds for public safety and optimization of community center assets. We started with our Discovery process which outlines all of the available public infrastructure, ISP, fiber or power to the location that will be needed for the project. We assessed all existing light poles and the camera and lumens coverage for each spot on the property. Our Discovery process also included all the capture of requirements and training for the AI needed to detect all the various situations and scenarios the city wanted to track. Once we completed Discovery we provided a comprehensive Statement of Work with quote to the city. Once approved a PO was issued and we then ordered all equipment, assigned our field services team for the installation and assigned our internal staff by roles to the project as system integrators. As equipment was being shipped and in parallel, the software teams created the training models for the cameras and started pre-testing with manufactured data scenarios that fit the requirements. In parallel we applied for all necessary permits and data governance approvals needed for sign off. Once on-site, our certified technician team arrived with the equipment and performed the installation. Once installation was complete, we deployed the AI models to the unit and started monitoring and tracking based on the requirements. In parallel, we trained the city staff on the administration of the solution. Post-deployment we instituted a 30-day monitoring for any anomalies or defects with the AI or equipment. any issues were reported into our defect management tools and addressed. Post 30 days we implemented our support processes and playbook that outlines our level of support, our SLAs and contact information. Our outline is: 1. Discovery - 3 weeks duration 2. Design and Order procurement - post PO issuance this is 4 - 6 weeks in duration 3. Installation - this is a 1-week duration but could last as long as 3 weeks depending on the number of units 4. Training - internal training is a 3-day duration 5. Production monitoring - this is a 30-day activity used to remediate any unforeseen issues with production.

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

**Line Item 86. NOTICE:** To identify any exception, or to request any modification, to Sourcewell 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 Sourcewell 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 Sourcewell may not be able to open the file. It is your sole responsibility to ensure that the uploaded document(s) are not either defective, corrupted or blank and that the documents can be opened and viewed by Sourcewell.
3. Sourcewell may reject any response where any document(s) cannot be opened and viewed by Sourcewell.
4. If you need to upload more than one (1) document for a single item, you should combine the documents into one zipped file. If the zipped file contains more than one (1) document, ensure each document is named, in relation to the submission format item responding to. For example, if responding to the Marketing Plan category save the document as “Marketing Plan.”
  - [Pricing](#) - Pricing RFP 041525 - Smart Infrastructure Solutions, Outdoor Sensors, and Related Products and Services.pdf - Monday April 14, 2025 13:44:11
  - Financial Strength and Stability (optional)
  - [Marketing Plan/Samples](#) - Marketing Plan RFP 041525 - Smart Infrastructure Solutions, Outdoor Sensors, and Related Products and Services.pdf - Monday April 14, 2025 13:46:16
  - WMBE/MBE/SBE or Related Certificates (optional)
  - Standard Transaction Document Samples (optional)
  - Requested Exceptions (optional)
  - Upload Additional Document (optional)

## 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. - Chris Medina, CEO, Prima Venture Partners dba nureal.ai

The Proposer declares that there is an actual or potential Conflict of Interest relating to the preparation of its submission, and/or the Proposer foresees an actual or potential Conflict of Interest in performing the obligations contemplated in the solicitation proposal.

☒ Yes    ☐ No

The Bidder acknowledges and agrees that the addendum/addenda below form part of the Bid Document.

Check the box in the column "I have reviewed this addendum" below to acknowledge each of the addenda.

File Name	I have reviewed the below addendum and attachments (if applicable)	Pages
Addendum_7_Smart_Infrastructure_RFP041525 Fri April 4 2025 03:43 PM	<input checked="" type="checkbox"/>	1
Addendum_6_Smart_Infrastructure_RFP041525 Tue April 1 2025 04:19 PM	<input checked="" type="checkbox"/>	8
Addendum_5_Smart_Infrastructure_RFP041525 Thu March 27 2025 02:54 PM	<input checked="" type="checkbox"/>	1
Addendum_4_Smart_Infrastructure_RFP041525 Wed March 26 2025 04:07 PM	<input checked="" type="checkbox"/>	1
Addendum_3_Smart_Infrastructure_RFP041525 Tue March 25 2025 09:49 AM	<input checked="" type="checkbox"/>	2
Addendum_2_Smart_Infrastructure_RFP041525 Tue March 18 2025 08:15 AM	<input checked="" type="checkbox"/>	1
Addendum_1_Smart_Infrastructure_RFP041525 Wed March 12 2025 08:05 AM	<input checked="" type="checkbox"/>	1