

**MASTER AGREEMENT #041525****CATEGORY: Smart Infrastructure Solutions, Outdoor Sensors, and Related Products and Services****SUPPLIER: Clovity Inc.**

This Master Agreement (Agreement) is between Sourcewell, a Minnesota service cooperative located at 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 (Sourcewell) and Clovity Inc., 11501 Dublin Blvd., Dublin, CA 94568 (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

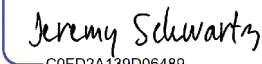
The Terms in this Article 3 relate specifically to Supplier and a Participating Entity when entering transactions utilizing the General Terms established in this Master Agreement. Article 1 General Terms control over any conflict with this Article 3. Where this Master Agreement is silent on any subject,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

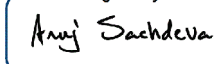
- 2) **Shipping, Delivery, Acceptance, Rejection, and Warranty.** Supplier's proposal may include proposed terms relating to shipping, delivery, inspection, and acceptance/rejection and other relevant terms of tendered Solutions. Supplier and Participating Entity may negotiate final terms appropriate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

Sourcewell

Signed by:

C0FD2A139D06489...
By: _____
Jeremy Schwartz
Title: Chief Procurement Officer
Date: 7/22/2025 | 8:34 PM CDT _____

Clovity Inc.

DocuSigned by:

999809B5F069404...
By: _____
Anuj Sachdeva
Title: Chief Executive Officer
Date: 7/22/2025 | 10:59 AM PDT _____

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

Vendor Details

Company Name:	Clovity Inc
Does your company conduct business under any other name? If yes, please state:	California
Address:	11501, Dublin Blvd #200 Dublin, California 94568
Contact:	Vikas Soman
Email:	certifications@clovity.com
Phone:	510-916-1697 1044
Fax:	510-916-1697
HST#:	264043035

Submission Details

Created On:	Wednesday April 02, 2025 04:12:43
Submitted On:	Tuesday April 15, 2025 10:13:22
Submitted By:	Vikas Soman
Email:	certifications@clovity.com
Transaction #:	8c35a7e6-a396-4a9e-baaf-56e3ab793c16
Submitter's IP Address:	147.243.23.143

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.	Clovity Inc	*
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).	Clovity Inc	*
4	Provide your CAGE code or Unique Entity Identifier (SAM):	8BNB1	*
5	Provide your NAICS code applicable to Solutions proposed.	N/A	
6	Proposer Physical Address:	11501 Dublin Blvd, Dublin, CA 94568	*
7	Proposer website address (or addresses):	www.clovity.com	*
8	Proposer's Authorized Representative (name, title, address, email address & phone) (The representative must have authority to sign the "Proposer's Assurance of Compliance" on behalf of the Proposer):	Anuj Sachdeva Chief Executive Officer 11501 Dublin Blvd, Dublin, CA 94568 anujs@clovity.com	*
9	Proposer's primary contact for this proposal (name, title, address, email address & phone):	Same as #8	*
10	Proposer's other contacts for this proposal, if any (name, title, address, email address & phone):	Puneet Jain - Senior Manager - Bid Management 11501 Dublin Blvd, Dublin, CA 94568 puneetj@clovity.com (510) 916-1695	*

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>Clovity, founded in 2008, is a San Francisco-based technology company specializing in IoT, smart infrastructure, AI, Atlassian, and business process transformation. Our core values—innovation, collaboration, and excellence—underpin our client-centric philosophy, enabling us to deliver scalable and sustainable solutions for the public sector.</p> <p>We have extensive expertise in sensor-based and data-driven smart infrastructure. Our CSensorNet platform (open-source IoT) integrates real-time monitoring of air quality, noise, pedestrian/vehicle movement, and weather conditions—empowering advanced smart city initiatives. We also offer robust network connectivity solutions (Private 5G/CBRS/LTE, WiFi 6), ensuring reliable performance across varied environments.</p> <p>By unifying hardware, software, connectivity, and managed services, Clovity enables government entities and municipalities to deploy intelligent, future-ready infrastructure quickly and effectively.</p>	*
12	What are your company's expectations in the event of an award?	<p>Clovity anticipates a collaborative engagement with Sourcewell and its member agencies to streamline our contract execution. Specifically, we expect:</p> <p>Clear Communication: Well-defined pricing, terms, and service expectations.</p> <p>Cooperative Network Access: Seamless access to Sourcewell's purchasing network, simplifying procurement for its participating entities.</p> <p>Tailored Solutions: Ongoing opportunities to match our smart infrastructure offerings to each entity's unique needs.</p> <p>Structured Fulfillment: A straightforward process for ordering, deployment, and ongoing support—maximizing value for all.</p> <p>Performance Feedback: Continuous improvement via scheduled reviews and performance metrics.</p> <p>In short, we seek a long-term partnership that eases procurement and facilitates the successful rollout of CSensorNet and other smart infrastructure solutions.</p>	*
13	Demonstrate your financial strength and stability with meaningful data. This could include such items as financial statements, SEC filings, credit and bond ratings, letters of credit, and detailed reference letters. Upload supporting documents (as applicable) in the document upload section of your response. DO NOT PROVIDE ANY TAX INFORMATION OR PERSONALLY IDENTIFIABLE INFORMATION.	<p>Clovity is a privately held, debt-free organization with a sustained pattern of revenue growth. Over the last five years, we have averaged 40-50% year-over-year growth, driven by expanding demand for our IoT, AI, and digital transformation services. We reinvest profits into R&D, talent acquisition, and infrastructure to ensure reliable delivery for public-sector clients.</p> <p>Audited Financial Statements (Available Upon Request). While not publicly traded, Clovity engages an independent CPA firm to review financials annually, confirming healthy cash flow, positive net income, and stable working capital.</p> <p>Zero Long-Term Debt. We do not carry external financing or leverage; this self-funded approach has enabled consistent profitability and strategic growth without investor pressures.</p> <p>Credit & Banking References. Clovity maintains an excellent rapport with our primary banking partner, recognized by consistent high ratings in internal risk assessments. A letter of credit or bank reference is available if required.</p> <p>Insurance & Bonding. We carry robust commercial and professional liability coverage commensurate with large-scale government contracts.</p> <p>Industry Recognitions. Clovity's sustained success earned us a place on the Inc. 5000 Fastest-Growing U.S. Companies list (2021–2023), underscoring our financial health and market momentum.</p> <p>Our stable balance sheet, strong cash reserves, and proven track record assure Sourcewell and its participating entities that Clovity can consistently meet the contractual obligations and deliver on large-scale smart infrastructure projects. We are prepared to upload any additional supporting documents (e.g., financial statement summaries, bank letters) to the RFP portal to substantiate this stability.</p>	*
14	What is your US market share for the Solutions that you are proposing?	Clovity's US market share for the solutions we propose is an estimated 90% of our overall business. (We focus intensely on public-sector, IoT, and smart infrastructure verticals across North America.)	*
15	What is your Canadian market share for the Solutions that you are proposing?	0%	*

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.	Clovity has never filed for bankruptcy and remains fully financially stable and debt-free.	*
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?	Clovity operates as both a direct solution provider and a product reseller. We resell technologies such as Atlassian software and deliver full-stack solutions that include consulting, customization, and ongoing support. Additionally, for IoT implementations, we provide our proprietary software—such as CSensorNet—and integrate it with third-party physical infrastructure (e.g., smart poles, environmental sensors) to deliver end-to-end smart infrastructure solutions.	*
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.	Quality Assurance Framework: Compliance with ISO 27001:2013, ISO 14001:2015, ISO 45001:2018, ISO 9001:2015 Construction & Installation Quality Standards Safety protocols managed by our dedicated Quality & Safety Department Control Measures: Engineering checkpoints and Method of Procedures (MOPs) Quality scoring for projects and crews These controls ensure that every deployment meets the highest standards of safety, precision, and compliance.	*
19	Disclose all current and past debarments or suspensions for Proposer and any included possible Responsible Party within the past seven years. Proposer must provide notice in writing to Sourcewell if it enters a debarment or suspension status any time during the pendency of this RFP evaluation.	N/A	*
20	Describe any relevant industry awards or recognition that your company has received in the past five years.	2021, 2022 & 2023 Inc's 5000 Fastest Growing Privately Held Co's in US 2022 Gold Winner for Best of IoT – Smart Buildings by IoT Innovator Awards 2022 & 2023 USPAACC Fastest 50/100 Asian American Business 2021 CES IoT Breakthrough Award Global Partner 2020 CES IoT Breakthrough Award Enterprise IoT 2018 and 2019 CIO Review Top 20 IoT Growth Companies in US	*
21	What percentage of your sales are to the governmental sector in the past three years?	50%	*
22	What percentage of your sales are to the education sector in the past three years?	25%	*
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 hold the contract with Sourcewell via Solicitation Number: RFP #020624.	*
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?	Clovity is currently in the process of securing a GSA contract to further expand our public sector engagement. Our application is under review.	*

Table 2B: References/Testimonials

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

Entity Name *	Contact Name *	Phone Number *	
State of MA	Partha Gajula	781-775-7360	*
Corewell Health	Rohit Ranjan	510-229-2230	*
Capital One	Victor I. Ochia	352-397-1567	*

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

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

Line Item	Question	Response *	
26	Sales force.	<p>Clovity's sales team is uniquely structured to support our software-focused smart infrastructure solutions across the United States and Canada. As a full-service software provider within a strategic consortium, we deliver end-to-end engagement using a hybrid model that blends high-touch digital sales with targeted field outreach when necessary. Our dedicated, in-house teams are comprised entirely of Clovity employees, ensuring direct accountability and consistent delivery.</p> <p>Our model includes:</p> <p>Digital and Inside Sales Experts: A team of 53 specialized inside sales representatives, 13 sales support specialists, 12 product managers, and 9 marketing specialists focus on leveraging virtual engagement tools (webinars, video conferencing, real-time demos, and digital marketing) to showcase our software solutions. They manage leads, conduct initial consultations, and provide detailed product presentations to Prospective Participating Entities.</p> <p>Field Sales Specialists (Hybrid Approach): While our primary focus is on software, we maintain a lean group of 47 outside (field) sales representatives and 19 global outside sales specialists. These professionals complement our digital strategy by engaging in targeted face-to-face meetings, regional trainings, and customer events to build strategic relationships where personal interaction adds value.</p> <p>Consortium Integration: As part of a broader consortium, our sales force works closely with our partner organizations to present an integrated portfolio of software solutions. This collaborative approach ensures that Participating Entities benefit from a single, unified solution with seamless transition from pre-sales through deployment and support.</p> <p>By maintaining a hybrid and technology-enabled sales model, we ensure rapid, responsive, and comprehensive service delivery that meets Sourcewell Participating Entities' needs for high-quality, software-driven smart infrastructure solutions.</p>	*
27	Describe the network of Authorized Sellers who will deliver Solutions, including dealers, distributors, resellers, and other distribution methods.	<p>Clovity deploys solutions through a nationwide distribution framework, leveraging:</p> <p>Authorized Dealers: Ensuring quick fulfillment of hardware and sensor components.</p> <p>Value-Added Resellers (VARs): Trained on Clovity's solutions for knowledgeable, localized engagement.</p> <p>Logistics Partners: Strategically located across the United States, enabling compliance with local regulations and faster response times for shipping/receiving.</p> <p>We hold business registrations in over 20 states and maintain partnerships that help meet local procurement requirements. This multi-pronged network ensures we can rapidly deliver and support solutions tailored to the unique needs of each Participating Entity.</p>	*

28	Service force.	<p>Clovity provides a nationwide service presence spanning all 50 states, backed by business registrations in over 20. Our experienced team handles everything end-to-end—from deployment and initial training to long-term maintenance and upgrades. This approach offers:</p> <p>On-Site & Remote Support: We can dispatch technicians or guide users remotely, ensuring efficiency and timeliness.</p> <p>Proven Expertise: A track record of delivering sensor- and network-based smart infrastructure solutions for municipal and state agencies.</p> <p>Through our robust support model, we help Participating Entities achieve quick, successful adoption of Clovity's smart infrastructure systems.</p>	*
29	Describe the ordering process. If orders will be handled by distributors, dealers or others, explain the respective roles of the Proposer and others.	<p>Clovity's ordering process is designed for efficiency and clarity, offering multiple entry points:</p> <p>Initial Engagement</p> <p>Participating Entities contact Clovity's dedicated Sourcewell account team or a local authorized reseller.</p> <p>Quotation & Scope Confirmation</p> <p>Clovity (or its reseller) provides a detailed quote under Sourcewell contract terms, aligning with entity requirements.</p> <p>Purchase Order Submission</p> <p>Entities can issue purchase orders directly to Clovity or via a reseller, with Clovity coordinating final fulfillment.</p> <p>Order Fulfillment</p> <p>Clovity oversees solution configuration, scheduling deployments, and confirming quality standards.</p> <p>Distributors/Dealers handle hardware delivery and may provide setup assistance if authorized.</p> <p>Implementation & Support</p> <p>Clovity leads all installation, training, and technical support phases for a cohesive, turnkey solution.</p> <p>This flexible approach ensures that each Participating Entity receives the level of local or direct engagement they prefer.</p>	*
30	Describe in detail the process and procedure of your customer service program, if applicable. Include your response-time capabilities and commitments, as well as any incentives that help your providers meet your stated service goals or promises.	<p>All service-level agreements (SLAs) are defined during our discovery phase and may include:</p> <p>24/7 Support: Telephone hotlines, chat-based channels, remote diagnostics.</p> <p>On-Call Field Technicians: Dispatchable across the country for pressing issues or specialized tasks.</p> <p>IVR Care Centers: Automated systems ensuring fast routing of inquiries.</p> <p>By customizing SLAs to each entity's needs, we guarantee high-quality, dependable support with single-contact accountability for any service request or inquiry.</p>	*
31	Describe your ability and willingness to provide your products and services to Sourcewell participating entities in the United States.	<p>Clovity is fully committed to delivering CSensorNet and our broader smart infrastructure solutions to Sourcewell participating entities across all 50 U.S. states. Key enablers include:</p> <p>Nationwide Coverage: Business registrations in 20+ states, with a robust distribution network.</p> <p>Proven Track Record: Past implementations for municipalities and state agencies.</p> <p>Dedicated In-House Team: 24/7 assistance, training, and issue resolution.</p> <p>Regulatory Compliance: Familiarity with local guidelines ensures seamless deployment.</p> <p>We strive to make every step—from initial scoping to final go-live—efficient, transparent, and compliant with relevant regulations.</p>	*

32	Describe your ability and willingness to provide your products and services to Sourcewell participating entities in Canada.	NA	*
33	Identify any geographic areas of the United States or Canada that you will NOT be fully serving through the proposed agreement.	N/A	*
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.	<p>Clovity imposes no restrictions on the types of Participating Entities that may use our solutions under a Sourcewell-awarded agreement. Our entire portfolio—sensors, software, networks, integration services—is equally accessible to:</p> <p>Municipalities, Counties, State Agencies</p> <p>School Districts, Universities</p> <p>Tribal Governments, Nonprofits</p> <p>Any other Sourcewell-eligible organizations</p> <p>We believe in inclusive access to our smart infrastructure offerings to catalyze innovation for all sectors and regions.</p>	*
35	Define any specific requirements or restrictions that would apply to our participating entities in Hawaii and Alaska and in US Territories.	<p>Clovity is fully committed to serving Sourcewell Participating Entities in Hawaii, Alaska, and U.S. Territories (including Puerto Rico, Guam, and the U.S. Virgin Islands). We primarily focus on software-driven smart infrastructure solutions—such as our CSensorNet platform—that can be delivered remotely with minimal logistical overhead. However, for physical hardware or on-site support, the following restrictions and requirements apply:</p> <p>Extended Shipping & Delivery</p> <p>Longer Lead Times: Certain hardware shipments to these remote locations may take additional transit days or weeks.</p> <p>Increased Freight Costs: Shipping fees are typically higher; we always provide an upfront cost estimate during the quotation stage.</p> <p>Limited Hardware Availability</p> <p>Not all specialized devices or pole components may be stocked for direct shipment to these regions. We may arrange local distributors or evaluate custom logistics for any restricted hardware items.</p> <p>For large-scale deployments, we conduct a feasibility check and may recommend alternative product lines or partial substitution when feasible.</p> <p>On-Site Services</p> <p>Travel Surcharges: On-site installation, training, or maintenance may incur additional costs for flights and lodging.</p> <p>Remote-First Model: Whenever possible, Clovity deploys robust remote support, advanced user training, and remote commissioning tools—especially helpful for purely software-based solutions.</p> <p>Regulatory / Compliance</p> <p>We ensure compliance with local electrical, telecommunications, or environmental guidelines. Any potential constraints or permitting issues are flagged during the scoping phase.</p> <p>Overall, software and cloud-based elements of Clovity's solution can be delivered seamlessly to these territories with minimal overhead. For physical components, we handle logistics in a transparent and collaborative manner, ensuring Participating Entities in Hawaii, Alaska, and U.S. Territories receive a consistent, high-quality experience.</p>	*
36	Will Proposer extend terms of any awarded master agreement to nonprofit entities?	NA	*

Table 4: Marketing Plan (100 Points)

Line Item	Question	Response *
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37	<p>Describe your marketing strategy for promoting this opportunity. Upload representative samples of your marketing materials (if applicable) in the document upload section of your response.</p>	<p>Clovity's marketing strategy is designed to position us as a leader in business process transformation by leveraging our deep expertise in IoT, Atlassian, and AI technologies. We deliver comprehensive, software-driven solutions that enhance operational efficiency, streamline processes, and empower public-sector organizations to achieve transformational outcomes.</p> <p>Our Approach Includes:</p> <p>Integrated Value Proposition:</p> <p>We deliver end-to-end solutions that combine IoT sensor technology with advanced software platforms—including Atlassian-driven collaboration tools and AI-enhanced analytics—to facilitate robust business process transformation.</p> <p>Our expertise spans implementing smart infrastructure, process automation, and digital transformation initiatives across diverse public-sector clients.</p> <p>Targeted Outreach & Demand Generation:</p> <p>We generate high-quality leads through strategic digital channels such as LinkedIn and Google, and by participating in industry conferences, targeted webinars, and trade shows.</p> <p>Our multi-channel marketing efforts are supported by a dedicated team that specializes in engaging government agencies and municipalities, ensuring that our messaging resonates with decision-makers focused on efficiency, cost savings, and innovative technology integration.</p> <p>Sales Enablement & Thought Leadership:</p> <p>Our sales and technical teams work collaboratively to develop compelling content—case studies, white papers, and interactive demos—that illustrate how our solutions drive operational transformation and deliver measurable benefits.</p> <p>We regularly conduct webinars and training sessions that showcase best practices in leveraging IoT data, optimizing Atlassian platforms, and applying AI to enhance process insights.</p> <p>Strategic Positioning:</p> <p>We emphasize our capability to transform traditional processes into agile, data-driven operations, helping agencies seamlessly integrate cutting-edge technology while maintaining compliance and delivering cost-effective solutions.</p> <p>Our approach demonstrates that Clovity is not only a technology vendor but a strategic partner capable of delivering comprehensive business transformation outcomes.</p>
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38	Describe your use of technology and digital data (e.g., social media, metadata usage) to enhance marketing effectiveness.	<p>Clovity harnesses a state-of-the-art digital marketing ecosystem to drive awareness and engagement for our smart infrastructure solutions. Our approach integrates advanced analytics, marketing automation, and robust CRM systems to target and convert high-potential leads with precision. Key strategies include:</p> <ul style="list-style-type: none"> • Data-Driven Lead Generation: <p>We utilize AI-powered predictive analytics and automated lead scoring to identify high-value opportunities from platforms such as LinkedIn and Google.</p> <p>Our digital campaigns are tailored using SEO, metadata optimization, and geotargeting techniques to connect with agencies across the U.S. and Canada.</p> <ul style="list-style-type: none"> • Multi-Channel Digital Outreach: <p>Clovity actively generates leads through a mix of webinars, virtual conferences, and digital events that showcase our software solutions for business process transformation and smart infrastructure.</p> <p>Social media platforms (LinkedIn, Twitter, YouTube) are leveraged to share thought leadership, success stories, and case studies, reinforcing our market presence.</p> <ul style="list-style-type: none"> • Integrated Marketing Automation: <p>Our robust CRM system enables personalized follow-up communications, retargeting, and automated nurturing campaigns.</p> <p>We consistently analyze performance data to refine our messaging and optimize campaign effectiveness over time.</p> <p>Through this comprehensive digital strategy, Clovity ensures that our marketing initiatives not only increase visibility but also translate into high-quality engagement with Sourcewell Participating Entities.</p>
39	In your view, what is Sourcewell's role in promoting agreements arising out of this RFP? How will you integrate a Sourcewell-awarded agreement into your sales process?	<p>Clovity recognizes Sourcewell as a strategic partner and leverages this relationship to maximize contract adoption and streamline procurement for Participating Entities. Our integration strategy builds on a collaborative framework that aligns Sourcewell's trusted procurement platform with Clovity's full suite of software-driven smart infrastructure solutions.</p> <p>Sourcewell's Role:</p> <ul style="list-style-type: none"> • Acts as a trusted facilitator and centralized platform for cooperative purchasing, enabling a vast network of public entities to access competitively awarded solutions. • Provides outreach through its website, newsletters, and training initiatives to ensure Participating Entities are well-informed about available agreements. <p>Clovity's Integration Strategy:</p> <ul style="list-style-type: none"> • Sales Enablement: <p>Our dedicated sales team is trained thoroughly on Sourcewell's procedures and contract terms. We provide a comprehensive playbook and assign specialized account managers to support seamless customer engagement.</p> <ul style="list-style-type: none"> • Collaborative Marketing Campaigns: <p>We coordinate with Sourcewell to launch joint marketing campaigns—utilizing digital channels, email outreach, webinars, and trade show participation—to drive awareness and engagement.</p> <ul style="list-style-type: none"> • Customer Engagement and Streamlined Procurement: <p>Our integrated process simplifies ordering and implementation. Participating Entities can easily connect with our Sourcewell account team or local authorized distributors, ensuring the right solution is delivered quickly and efficiently.</p> <ul style="list-style-type: none"> • Ongoing Support and Feedback: <p>We implement regular performance reviews and maintain a robust feedback loop with both Sourcewell and its Participating Entities, ensuring continuous improvement and adherence to service levels.</p> <p>This dual-strategy—leveraging Sourcewell's established network and our proactive, technology-enabled outreach—ensures a seamless, end-to-end experience for every Participating Entity, setting the stage for long-term success in deploying our innovative smart infrastructure solutions.</p>

40	Are your Solutions available through an e-procurement ordering process? If so, describe your e-procurement system and how governmental and educational customers have used it.	<p>Yes, Clovity's smart infrastructure solutions are available through multiple direct RFP platforms and procurement vehicles. However, for the purposes of the Sourcewell Master Agreement, we commit to offering a single, consolidated solution with unified pricing, service terms, and support. This approach ensures that all Sourcewell Participating Entities enjoy the same competitive, transparent pricing and turnkey service delivery without fragmentation or conflicting offers.</p> <p>In practice, while we do engage on other procurement platforms, our Sourcewell offering is designed to streamline the buying process by providing a "one-stop" solution that integrates our software-driven smart infrastructure, IoT platforms, and business process transformation capabilities. Our internal policies ensure that pricing on all channels remains consistent and that any discounts, incentives, or volume pricing applied through Sourcewell are fully aligned with our commercial terms.</p>	*
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Table 5A: Value-Added Attributes (100 Points, applies to Table 5A and 5B)

Line Item	Question	Response *	
41	Describe any product, equipment, maintenance, or operator training programs that you offer to Sourcewell participating entities. Include details, such as whether training is standard or optional, who provides training, and any costs that apply.	<p>Clovity offers comprehensive, customizable training for all product, equipment, and operator needs associated with our IoT/AI/Atlassian-enabled smart infrastructure solutions. We ensure your staff—whether end users, system administrators, or field technicians—can effectively manage, maintain, and optimize the deployed systems:</p> <p>Standard Training (Included)</p> <p>Audience: System admins, operators, and relevant end users.</p> <p>Format: Virtual live sessions or, when requested, on-site workshops.</p> <p>Topics:</p> <p>System configuration (hardware & software)</p> <p>Data dashboards & analytics</p> <p>Basic troubleshooting & best practices</p> <p>Security and compliance</p> <p>Cost: Included in the standard solution package; no extra fees for initial sessions.</p> <p>Advanced Training (Optional)</p> <p>Audience: Technical teams seeking deeper integration knowledge (e.g., Atlassian workflows, AI-driven insights).</p> <p>Format: Virtual or on-site labs with hands-on guidance.</p> <p>Topics:</p> <p>Custom APIs and integration with existing enterprise systems</p> <p>AI-driven analytics & advanced reporting</p> <p>Complex process automation & optimization</p> <p>Cost: Billed at a fixed rate or under a service agreement, depending on scope.</p> <p>Maintenance & Operator Guides</p> <p>Digital/printed guides for daily operations and routine maintenance.</p> <p>Access to an online portal with knowledge articles, video tutorials, and support tickets.</p> <p>Refresher & On-Demand Support</p> <p>Annual or as-requested sessions for solution updates, new staff, or advanced features.</p> <p>Available at a nominal fee if outside the standard support contract.</p> <p>Through this multi-tiered training approach, Clovity ensures every Sourcewell Participating Entity can maximize the value of its technology investment while maintaining safe, efficient operations.</p>	*

42	<p>Describe any technological advances that your proposed solution(s) offer.</p>	<p>Clovity's smart infrastructure offering combines business process transformation with advanced IoT, AI, and Atlassian-based collaboration. We focus on delivering future-ready software solutions that reduce complexity and streamline public-sector operations:</p> <p>AI-Driven IoT Analytics</p> <p>Real-time data ingestion for predictive maintenance and anomaly detection.</p> <p>Automated alerts that allow rapid response to any issue, from sensor malfunctions to network bottlenecks.</p> <p>Edge & Cloud Integration</p> <p>Low-latency edge computing for on-site decisions.</p> <p>Cloud-based coordination (AWS, Azure, etc.) for centralized analytics, large data sets, and multi-agency collaboration.</p> <p>Atlassian Platform Extensions</p> <p>Leverage Atlassian tools (Jira, Confluence, etc.) for workflow automation, issue tracking, and cross-department collaboration.</p> <p>Seamless integration with sensor data, bridging IT and operational teams.</p> <p>Cybersecurity & Data Governance</p> <p>End-to-end encryption, compliance with relevant public-sector regulations, robust identity management.</p> <p>On-demand audits and activity logs for transparent oversight.</p> <p>Scalable, Modular Architecture</p> <p>Easily add or remove sensor nodes, software modules, and AI algorithms as needs evolve.</p> <p>Minimizes disruption and ensures longevity of the solution.</p> <p>By blending cutting-edge technology with a flexible, modular design, Clovity ensures each Participating Entity can deploy advanced smart infrastructure systems that integrate seamlessly into their existing environment.</p>
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43	If applicable, describe how your solution(s) leverage artificial intelligence (AI) to enhance the functionality and efficiency of smart infrastructure.	<p>Clovity harnesses Artificial Intelligence to heighten automation, resource optimization, and data-driven decision-making in your smart infrastructure ecosystem:</p> <p>Predictive Maintenance & Fault Detection</p> <p>ML algorithms parse real-time sensor data to forecast equipment wear.</p> <p>Automated notifications minimize unplanned downtime and maintenance costs.</p> <p>Intelligent Workflow Automation</p> <p>AI integrates with Atlassian project management, auto-generating tickets for anomalies or thresholds exceeded.</p> <p>Speeds incident resolution by guiding staff to recommended fixes or workflows.</p> <p>Resource Optimization</p> <p>AI interprets historical data to adjust energy usage, schedule maintenance, or reroute services for maximum efficiency.</p> <p>Reduces operational costs and environmental impact.</p> <p>Real-Time Anomaly Detection</p> <p>Machine learning flags unusual sensor readings, proactively mitigating security risks or system errors.</p> <p>Guards infrastructure against potential disruptions.</p> <p>Computer Vision & Advanced Analytics</p> <p>If integrated with cameras or advanced sensors, AI can detect traffic build-ups, crowd movements, or unauthorized activity.</p> <p>Enhances public safety and emergency response times.</p> <p>Through AI-driven solutions, Clovity ensures that Sourcewell members can automate processes, reduce operational overhead, and elevate their public services.</p>	*
44	Describe any “green” initiatives that relate to your company or to your Solutions, and include a list of the certifying agency for each.	<p>Clovity is dedicated to environmentally responsible practices—both in our internal operations and the solutions we provide:</p> <p>Energy-Saving Infrastructure</p> <p>IoT-based monitoring systems that dynamically control lighting, HVAC, and other resources.</p> <p>Minimizes waste, lowers carbon footprints.</p> <p>Low-Power Sensor Networks</p> <p>Many of our sensors use ultra-low-power or solar-enabled modules.</p> <p>Reduces battery consumption and frequent replacement, cutting operational waste.</p> <p>Green Data Processing</p> <p>Partners with cloud providers that focus on renewable energy and carbon neutrality.</p> <p>AI-driven analytics minimize server loads by processing only essential data.</p> <p>Waste Reduction & Environmental Monitoring</p> <p>Real-time data on water quality, pollution levels, or energy usage for informed decision-making.</p> <p>Encourages resource conservation and community well-being.</p> <p>By embedding sustainability at the core of solution design and deployment, Clovity helps Participating Entities achieve both operational and environmental goals.</p>	*

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.	N/A	*
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?	<p>Clovity's solution combines IoT, AI, Atlassian integration, and business process transformation into a single, turnkey package for smart infrastructure modernization:</p> <p>End-to-End Integration</p> <p>From private networking and sensor deployment to advanced analytics and custom workflow automation—Clovity covers every layer.</p> <p>Minimizes vendor complexity, ensuring consistent security, performance, and governance.</p> <p>Software-Centric Approach</p> <p>Our open-architecture IoT platform (CSensorNet) unifies diverse devices and data streams.</p> <p>AI algorithms, Atlassian-based workflows, and robust reporting help agencies optimize everyday operations.</p> <p>Full Lifecycle Support</p> <p>Implementation, training, ongoing software updates, and 24/7 support are all included in one cohesive offering.</p> <p>Warranties and service agreements ensure agencies have a single, reliable partner.</p> <p>Flexible Financing & Scalability</p> <p>Multiple financing structures are available, accommodating varying budget cycles.</p> <p>Clovity's modular architecture allows incremental expansion of sensor networks and software features.</p> <p>Hence, Participating Entities gain a comprehensive platform for smart infrastructure transformation, without the headaches of coordinating multiple vendors or separate solutions.</p>	*

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 checked="" type="radio"/> Yes <input type="radio"/> No	Clovity holds Small Business (SB) and Minority Business (MB) certifications in California.
48		Minority Business Enterprise (MBE)	<input checked="" type="radio"/> Yes <input type="radio"/> No	Clovity is a certified Minority Business Enterprise (MBE) in the state of California. This designation reflects our commitment to diversity and inclusion in our business practices and partnerships within the state and nationwide.
49		Women Business Enterprise (WBE)	<input type="radio"/> Yes <input checked="" type="radio"/> No	No
50		Disabled-Owned Business Enterprise (DOBE)	<input type="radio"/> Yes <input checked="" type="radio"/> No	No
51		Veteran-Owned Business Enterprise (VBE)	<input type="radio"/> Yes <input checked="" type="radio"/> No	No
52		Service-Disabled Veteran-Owned Business (SDVOB)	<input type="radio"/> Yes <input checked="" type="radio"/> No	No
53		Small Business Enterprise (SBE)	<input checked="" type="radio"/> Yes <input type="radio"/> No	Yes SB
54		Small Disadvantaged Business (SDB)	<input type="radio"/> Yes <input checked="" type="radio"/> No	No
55		Women-Owned Small Business (WOSB)	<input type="radio"/> Yes <input checked="" type="radio"/> No	No

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.	<p>Clovity's standard payment term is Net 30 for all Sourcwell Participating Entities. We find that this interval balances predictability for budgeting with a straightforward invoicing cycle. Additionally, we offer a range of accepted payment methods, including checks, Automated Clearing House (ACH), electronic fund transfers (EFT), and major credit cards.</p> <p>At this time, Clovity does not provide a formal early-payment discount program. However, we remain open to negotiating special terms or arrangements for large-volume or multi-year engagements, ensuring maximum flexibility for our Participating Entities.</p>
57	Describe any leasing or financing options available for use by educational or governmental entities.	Clovity does not maintain a standardized leasing or financing program. However, for educational institutions or governmental agencies with unique budgetary constraints, we consider financing on a case-by-case basis. In such scenarios, Clovity collaborates with the Participating Entity to structure a feasible payment schedule, subject to credit review and project scope. This flexible approach ensures that no entity is barred from implementing our smart infrastructure solutions due to immediate budget limitations.

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.	<p>Clovity utilizes a comprehensive suite of standard transaction documents with every engagement. These include:</p> <p>Order Forms that detail each line-item pricing and product/service descriptions.</p> <p>Standard Terms and Conditions that define payment terms, delivery, and warranty commitments.</p> <p>Service Level Agreements (SLAs) outlining response times, maintenance protocols, and support guarantees.</p> <p>Warranty & Support Documentation specifying standard maintenance periods and post-deployment support. All of these documents have been developed and refined to align with industry best practices and are available for upload as part of our proposal. They ensure clear, concise communication throughout the procurement process and beyond.</p>	*
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?	No, we do not use the P-card procurement and payment process for Sourcwell engagements, so there is no additional cost associated with such a process.	*
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 Sourcwell discounted price) on all of the items that you want Sourcwell to consider as part of your RFP response. If applicable, provide a SKU for each item in your proposal. Upload your pricing materials (if applicable) in the document upload section of your response.	<p>Clovity utilizes a dual-pricing model combining line-item pricing and a percentage discount approach. For each product or service, we present:</p> <p>The Commercial List Price (or MSRP), along with the specific SKU where applicable.</p> <p>The discount we offer to Sourcwell Participating Entities, resulting in a final "not-to-exceed" net price. For example, a sensor might have an MSRP of \$3,000, with a 10–12% discount applied to result in a net price of approximately \$2,700–\$2,640. Detailed pricing data is provided in our attached pricing materials, ensuring transparency and consistency across all items</p>	*
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.	<p>Clovity is already offering the best prices available, and as such, no additional discounts are being provided beyond the current pricing proposal. The pricing is competitive and reflects the value and quality of the solutions offered.</p> <p>Our pricing proposal offers a discount range of approximately 10% to 12% off the published list prices (MSRP) for our products and services. This competitive discount ensures that Sourcwell Participating Entities receive significant cost savings while maintaining the premium quality and innovation of our solutions.</p>	*
62	Describe any quantity or volume discounts or rebate programs that you offer.	At present, Clovity does not offer specific, pre-defined quantity or volume discount tiers or rebate programs. However, our pricing is structured to be highly competitive from the outset. For large orders or multi-year engagements, we are open to discussing additional volume-based discounts on a case-by-case basis, ensuring that value increases with scale while maintaining a consistently competitive rate.	*
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.	For products or services that are not part of our standard contractual offerings, Clovity will provide a real-time, on-request quote. These "open market" items will be offered either "at cost" or "at cost plus a minimal, transparent processing fee," ensuring that Sourcwell Participating Entities benefit from the lowest possible price without compromising quality. Our approach guarantees that any non-contracted items are quoted individually, fully reflecting current market conditions.	*

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.	<p>In our proposal, Clovity's pricing is structured as a fully inclusive "not-to-exceed" value. This means that our quoted price encompasses all the necessary components and deliverables for the complete implementation and operation of our smart infrastructure solutions. Specifically:</p> <p>All Standard Costs Included: Our pricing covers every standard element essential to delivering a turnkey solution. There are no separate charges for pre-delivery inspections, installation, setup, mandatory training, or initial inspections. We have integrated these components into our consolidated pricing so that Participating Entities receive a comprehensive cost proposal.</p> <p>No Hidden Fees: We have ensured that no additional charges will be imposed beyond the published pricing. This transparent approach guarantees that the total cost presented is the complete cost of acquisition.</p> <p>Custom or Non-Standard Requests: While our pricing is fully all-inclusive, should any Participating Entity require non-standard customization or additional on-site services, such items would be addressed separately on a case-by-case basis. In such situations, any extra costs would be clearly outlined and mutually agreed upon during contract negotiations.</p> <p>In summary, there are no elements of the total cost that are excluded from our pricing submission. Our approach is to provide Sourcewell Participating Entities with a clear and comprehensive cost structure—ensuring that what you see is the final price, with no hidden or additional charges imposed.</p>	*
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.	All our pricing is quoted based on FOB Destination terms. This means that Clovity assumes responsibility for freight, delivery, and shipping until products are delivered to the Participating Entity's location. Shipping costs are clearly itemized in our quotes, reflecting regional differences and order volume. We work with trusted logistics partners to guarantee timely and secure delivery, and any freight charges are detailed in the accompanying documentation.	*
66	Specifically describe freight, shipping, and delivery terms or programs available for Alaska, Hawaii, Canada, or any offshore delivery.	For Alaska, Hawaii, Canada, and other offshore locations, our pricing remains based on FOB Destination terms. We are fully prepared to adjust for extended transit times and increased freight costs in these regions. All additional shipping charges for remote or offshore deliveries are clearly itemized in our pricing documents. We also work closely with our logistics partners to provide accurate lead times and reliable tracking, ensuring that even in these regions, delivery is timely and secure.	*
67	Describe any unique distribution and/or delivery methods or options offered in your proposal.	<p>Clovity offers a multi-faceted distribution model designed for efficiency and reliability:</p> <p>Direct Shipping: We manage logistics directly from our central warehouses to ensure rapid, consolidated deliveries to Participating Entities.</p> <p>Local Warehousing: We leverage a network of authorized distributors with local warehouses, reducing transit times and streamlining local fulfillment.</p> <p>Cloud-Based Delivery: For software-driven solutions, our cloud-based deployment model enables instant access, reducing the need for physical shipping.</p> <p>Turnkey Solutions: We offer a complete end-to-end service that includes deployment, configuration, and ongoing support—ensuring that all aspects of delivery, from shipping to installation, are seamlessly integrated.</p>	*

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.	<p>Clovity employs a robust self-audit program to maintain full compliance with all Sourcewell contract terms. This process includes:</p> <p>Quarterly Price Audits: Regular internal reviews to ensure that all pricing adheres to the “not-to-exceed” rates and agreed discounts.</p> <p>Contract Compliance Checks: Auditing each transaction against our published terms and invoices.</p> <p>Training Programs: Ongoing training for our sales and billing teams to enforce strict adherence to pricing procedures.</p> <p>Transparent Reporting: Generating and reviewing detailed pricing reports to verify that Participating Entities receive the proper rates.</p> <p>Customer Feedback: Establishing a feedback loop with Participating Entities to rapidly resolve any discrepancies.</p> <p>This structured self-audit process guarantees price integrity and contract compliance throughout the term of our agreement.</p>	*
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.	<p>If awarded an agreement, Clovity will track the following key performance metrics:</p> <p>Order Fulfillment Time: The duration from order submission to delivery, ensuring timely service.</p> <p>Customer Satisfaction: Measured through regular feedback surveys and Net Promoter Score (NPS) assessments.</p> <p>Pricing Accuracy: Ongoing monitoring to verify adherence to the contracted “not-to-exceed” pricing and documented discounts.</p> <p>Support Response Time: Metrics capturing both initial response and full resolution times for customer support.</p> <p>Contract Compliance Rate: The percentage of transactions processed in full compliance with all contractual terms.</p> <p>Repeat Business Rate: The proportion of Participating Entities engaging in repeat orders, reflecting long-term satisfaction and value.</p> <p>These metrics are reviewed quarterly to ensure high performance and continuous improvement.</p>	*
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.	Clovity proposes an Administrative Fee of 1.5% of the total sales value of completed transactions under this Master Agreement for each calendar quarter. This fee reflects the value of the facilitation and support services provided by Sourcewell. The fee will be clearly itemized in our invoices and remitted within 45 days after the close of each reporting period, ensuring full transparency and compliance with Sourcewell's requirements.	*

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.	The pricing offered by Clovity is as competitive as, or better than, what is typically available through existing cooperative contracts, state contracts, or other agencies. We strive to ensure that our pricing provides the best value for Sourcewell participating entities while maintaining the highest quality of service and solutions. This approach helps ensure that public sector entities can access premium solutions at cost-effective rates without compromising on performance or reliability.

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>Clovity delivers a complete suite of transformative solutions that integrate the best in IoT technology, Atlassian software licensing and integration, and AI-driven business process transformation—all supported by professional services. Our offerings include:</p> <p>IoT & Hardware Solutions: Advanced sensors and hardware for real-time monitoring (air quality, lighting, noise, environmental conditions) integrated with smart infrastructure components.</p> <p>Atlassian Solutions & Licensing: Customized Atlassian environments (Jira, Confluence, and related tools) that enhance collaboration, streamline workflows, and drive digital transformation across agencies. Our licensing ensures robust, secure software solutions.</p> <p>AI and Business Process Transformation Services: AI-enhanced analytics, predictive maintenance, and workflow automation that drive proactive decision-making and efficiency improvements in day-to-day operations.</p> <p>Turnkey Implementation & Ongoing Support: End-to-end professional services covering planning, deployment, training, and continuous support, ensuring smooth integration and long-term operational excellence.</p> <p>Together, these integrated solutions provide public-sector organizations with a unified, future-proof platform that addresses not only operational monitoring but also strategic process optimization.</p>
73	Within this RFP category there may be subcategories of solutions. List subcategory titles that best describe your products and services.	<p>We categorize our offerings into the following subcategories, which together encompass the entire lifecycle of smart infrastructure and digital transformation:</p> <p>IoT & Sensor-Based Infrastructure (Hardware solutions including advanced sensors, smart poles, and environmental monitoring devices)</p> <p>Atlassian Licensing & Integration Solutions (Software licensing, platform customization, and collaborative workflow management using Atlassian products)</p> <p>AI-Driven Business Process Transformation Services (AI-powered analytics, predictive maintenance, and automated process optimization)</p> <p>Turnkey Deployment & Managed Services (Comprehensive implementation, training, and ongoing support services)</p>

74	Describe how your solutions ensure data privacy, security, and compliance.	<p>Clovity's solutions are engineered with a multi-layered security framework that spans all aspects of our integrated offerings:</p> <p>Data Privacy & Encryption: All data—whether generated by IoT hardware or managed within Atlassian platforms—is encrypted both in transit and at rest using industry-standard protocols.</p> <p>Access Controls & Compliance: Robust role-based access controls (RBAC) and multi-factor authentication are implemented across all systems, ensuring only authorized personnel access sensitive information.</p> <p>Regulatory Adherence: Our solutions comply with relevant federal, state, and international standards (e.g., HIPAA, GDPR where applicable) as well as industry-specific certifications (ISO 27001, ISO 9001, etc.).</p> <p>Continuous Monitoring & Audits: We perform regular internal and third-party audits to verify security measures and data integrity across both our hardware and software platforms, ensuring full compliance over the entire solution lifecycle.</p>
75	Describe how your solutions ensure interoperability with existing systems and future upgrades.	<p>Clovity's offerings are built for seamless integration and long-term adaptability, ensuring that your existing systems and workflows remain at the heart of the transformation:</p> <p>Modular, API-First Architecture: Our systems use open-standard APIs (REST, JSON, MQTT) to facilitate smooth integration with legacy systems, third-party applications, and enterprise platforms.</p> <p>Flexible, Scalable Deployment: The solution is designed in modular components—allowing for incremental upgrades and flexible scaling, whether by adding more sensors, extending software functionalities, or integrating enhanced AI capabilities.</p> <p>Atlassian & Enterprise Integration: Our Atlassian-based platforms are configured to integrate with existing business tools and can be tailored for specific operational needs, ensuring continuity of business process transformation.</p> <p>Ongoing Innovation: We continuously update our technology roadmap and provide scheduled upgrades, ensuring that both the IoT and AI components remain current and compatible with evolving industry standards.</p>

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 *
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76	Describe what communication protocols (e.g., API, DALI) are supported by your solution(s) to ensure compatibility with different systems.	<p>CSensorNet supports a variety of industry-standard communication protocols to ensure seamless compatibility and integration with diverse systems. These protocols include:</p> <p>RESTful APIs: Facilitate straightforward integration with various applications and services, enabling efficient data exchange.</p> <p>MQTT (Message Queuing Telemetry Transport): A lightweight messaging protocol ideal for real-time IoT communication, especially over networks with limited bandwidth. Clovity</p> <p>CoAP (Constrained Application Protocol): Designed for constrained devices, CoAP allows efficient communication in resource-limited environments. Clovity</p> <p>OCF (Open Connectivity Foundation) Standards: Ensure interoperability among IoT devices from different manufacturers, promoting seamless integration. Clovity</p> <p>WebSockets: Enable full-duplex communication channels over a single TCP connection, supporting real-time data transfer between clients and servers.</p> <p>TCP/IP: The foundational suite of communication protocols used for interconnecting network devices on the internet, ensuring reliable data transmission.</p> <p>Infrared (IR): Supports short-range, line-of-sight communication commonly used in remote controls and proximity sensors.</p> <p>Bluetooth: Facilitates wireless communication over short distances, suitable for connecting peripheral devices and sensors.</p> <p>By incorporating these protocols, CSensorNet ensures robust interoperability, allowing seamless integration with existing systems and facilitating future scalability</p>
77	Describe what transmission methods (e.g., wired, wireless) the sensors use, and how they ensure reliable communication.	<p>CSensorNet utilizes both wired and wireless transmission methods to ensure reliable, secure, and real-time communication for diverse smart infrastructure applications.</p> <p>1. Wireless Transmission Methods</p> <p>LoRaWAN (Long Range Wide Area Network) – Provides long-range, low-power connectivity, ideal for wide-area sensor deployments with minimal maintenance.</p> <p>5G/LTE & CBRS – Enables high-speed, low-latency data transmission, ensuring seamless integration with private and public networks.</p> <p>Wi-Fi 6 & Bluetooth 5.0 – Supports high-bandwidth and short-range communications, facilitating real-time data exchange in urban and industrial environments.</p> <p>Zigbee & Z-Wave – Optimized for low-power mesh networks, ensuring stable communication across interconnected smart city devices.</p> <p>2. Wired Transmission Methods</p> <p>PoE (Power over Ethernet) – Delivers power and data through a single cable, ensuring continuous, low-latency communication in fixed installations.</p> <p>RS-485 & Modbus – Enables robust, industrial-grade wired communication for reliable data transfer in harsh environments.</p> <p>DALI-2 (Digital Addressable Lighting Interface) – Standardized for lighting control systems, allowing seamless sensor integration with smart luminaires.</p> <p>3. Ensuring Reliable Communication</p> <p>Edge Processing & AI-Enabled Data Filtering – Reduces network congestion by processing data at the sensor level, sending only critical insights.</p> <p>Redundant Connectivity Options – Combines multiple transmission methods (e.g., LoRa + LTE backup) to prevent service disruptions.</p> <p>Adaptive Frequency Hopping & Secure Encryption – Ensures minimal interference and protects data integrity across all communication channels.</p> <p>Cloud & Edge Integration – Supports real-time monitoring and analytics via cloud platforms while maintaining local processing for mission-critical tasks.</p>

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.	<p>SensorNet ensures Zhaga compliance through its design, which supports the seamless integration of LED modules, sensors, and communication devices, promoting easy upgrades and interoperability within smart infrastructure systems. Here's how:</p> <p>1. Zhaga Standard Integration for LED Modules Interchangeable LED Modules: CSensorNet's platform is compatible with the Zhaga Book 18 standard, which ensures the modularity of LED modules. This compliance allows for the easy swapping of LED lighting components without requiring changes to the infrastructure, making future upgrades more cost-effective and efficient.</p> <p>Standardized Connectivity: The platform supports standardized interfaces for connecting LED modules, ensuring that they can easily integrate with existing lighting control systems and infrastructure. This is critical for cities that wish to upgrade lighting components without disrupting their current setups.</p> <p>2. Sensor and Communication Device Integration Plug-and-Play Sensor Connectivity: With Zhaga compliance, CSensorNet supports the integration of various sensors (such as environmental, motion, or air quality sensors) into the same system as LED modules, all using standardized interfaces. This enables cities to upgrade or replace sensors without impacting the overall system.</p> <p>Versatile Communication Protocols: The solution supports a variety of communication protocols (e.g., Bluetooth, Zigbee, LoRa, and others) which are commonly used in Zhaga-compliant devices, ensuring that these devices can connect easily and communicate with each other in a unified network.</p> <p>3. Future-Proof Design Upgradeable Modules: By adhering to the Zhaga standard, CSensorNet ensures that all integrated devices, including sensors and LED modules, can be easily upgraded as new technologies emerge. This minimizes the need for costly infrastructure overhauls and helps maintain long-term system compatibility.</p> <p>Modular and Scalable: The system is designed to be modular and scalable, so that additional sensors, communication devices, or even new generations of LED modules can be integrated with minimal disruption to existing operations. Zhaga compliance plays a crucial role in facilitating these upgrades, especially in public spaces with smart lighting or sensor networks.</p> <p>4. Interoperability with Existing Systems Seamless Integration: The Zhaga standard ensures that CSensorNet's LED modules and sensors can be integrated into various existing smart city systems, including lighting, traffic management, and environmental monitoring, without worrying about device incompatibilities. This reduces integration complexity and enhances system interoperability.</p> <p>Open Interfaces for Integration: CSensorNet provides open interfaces and APIs to facilitate communication between Zhaga-compliant devices and third-party systems. This ensures that any future upgrades or new device deployments will be compatible with the existing infrastructure.</p> <p>5. Vendor-Agnostic Flexibility Support for Multiple Vendors: CSensorNet's adherence to Zhaga standards means that it is not locked into a single vendor's technology. The system can accommodate LED modules and sensors from different manufacturers that are Zhaga-compliant, providing cities with more flexibility and choice when selecting hardware for future upgrades.</p> <p>Simplified Upgrades: With Zhaga compliance, CSensorNet simplifies the process of upgrading individual components (such as LED modules or sensors), since the components can be swapped out for newer versions without requiring changes to the supporting infrastructure.</p> <p>6. Ensuring Longevity of the System Extended Lifecycle: By adhering to Zhaga standards, CSensorNet ensures that its solutions can evolve with emerging technologies, making them more adaptable to long-term smart city infrastructure needs. This ensures the system's longevity, reducing the need for costly full replacements and supporting continuous upgrades in line with advancements in lighting, sensors, and communication technologies.</p>
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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.	<p>Clovity's CSensorNet solution ensures the durability and adaptability of mounting structures in varying environmental conditions through:</p> <p>Weather-Resistant Materials: Poles and mounting structures are constructed from corrosion-resistant materials such as galvanized steel, aluminum, and composite materials, ensuring longevity in extreme temperatures, humidity, and coastal environments.</p> <p>Modular Design: The mounting structures are designed for easy integration with various sensor types and smart infrastructure components, allowing for adaptability as technology evolves.</p> <p>Wind and Load Resistance: The structures comply with industry standards for wind load resistance, ensuring stability in high-wind and storm-prone areas.</p> <p>Seismic Compliance: For regions with high seismic activity, the mounting solutions are engineered to absorb shocks and vibrations, preventing system failures.</p> <p>Protective Coatings: Anti-rust and UV-resistant coatings protect against wear and tear, maintaining structural integrity over time.</p> <p>Smart Adaptability: The design allows for the addition of sensors, cameras, and communication devices without major modifications, ensuring future scalability and seamless upgrades.</p>

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 *
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80	Describe what redundancy features are built into your network components to ensure continuous operation.	<p>CSensorNet solution incorporates multiple redundancy features in its network components, gateways, controllers, and communication modules to ensure continuous operation and minimize downtime. These include:</p> <p>Dual Connectivity Options: Supports both wired (Ethernet, fiber) and wireless (Wi-Fi, LTE, 5G, CBRS) communication for failover in case of network disruptions.</p> <p>Automatic Failover Mechanisms: Gateways and controllers are designed with automatic failover protocols, switching to backup networks or alternate data pathways if a primary connection fails.</p> <p>Edge Computing Capabilities: Distributed processing at the edge reduces reliance on centralized systems, allowing sensors and devices to continue operating even during network outages.</p> <p>Battery Backup and Power Redundancy: Critical infrastructure components include uninterruptible power supplies (UPS) and battery backups to ensure continued functionality during power failures.</p> <p>Self-Healing Network Architecture: Intelligent routing and load balancing allow the system to reconfigure dynamically, rerouting traffic through available network paths to maintain uptime.</p> <p>Redundant Data Storage: Data collected from sensors is stored locally at the edge and synchronized with cloud servers when connectivity is restored, preventing data loss.</p> <p>Cloud-Based Monitoring and Alerts: Real-time health monitoring provides automated alerts for system failures or connectivity issues, enabling rapid response and proactive maintenance.</p>
81	Describe what features your platform provides for monitoring, controlling, and managing smart infrastructure assets.	<p>CSensorNet platform offers a comprehensive suite of features for monitoring, controlling, and managing smart infrastructure assets. These features include:</p> <p>Real-Time Monitoring & Data Analytics Live Sensor Data: Continuously collects and displays real-time data from outdoor sensors, including air quality, lighting levels, noise, weather conditions, and pedestrian/vehicle movement.</p> <p>Predictive Analytics & AI Insights: Uses machine learning to identify trends, detect anomalies, and optimize infrastructure performance.</p> <p>Custom Dashboards & Reporting: Provides interactive visualizations and automated reports for informed decision-making.</p> <p>Remote Control & Management Device & Network Control: Enables remote configuration, firmware updates, and troubleshooting of sensors, gateways, and controllers.</p> <p>Automated Alerts & Notifications: Sends real-time alerts via SMS, email, or app notifications for critical events like system failures or security threats.</p> <p>Geospatial Mapping: Displays asset locations on an interactive map for streamlined asset tracking and management.</p> <p>Integration & Interoperability API & Protocol Support: Compatible with industry standards like MQTT, RESTful APIs, DALI, Zigbee, and LoRaWAN for seamless integration with third-party systems.</p> <p>Cloud & Edge Computing: Supports both centralized cloud management and edge processing for real-time local decision-making.</p> <p>Smart Automation & IoT Orchestration: Enables automated workflows and rule-based actions, such as adjusting lighting based on occupancy or weather conditions.</p> <p>Security & Compliance Role-Based Access Control (RBAC): Ensures that only authorized users can access specific data and control functionalities.</p> <p>End-to-End Encryption: Protects data transmission between devices, gateways, and cloud platforms.</p> <p>Compliance with Industry Standards: Adheres to regulatory requirements for smart infrastructure security and data privacy.</p>

82	<p>If applicable, describe how your platform supports multiple data sources and integrates them into a unified dashboard for real-time monitoring.</p>	<p>Clovity's CSensorNet platform is designed to support multiple data sources and integrate them into a unified dashboard for real-time monitoring. The platform ensures seamless data collection, aggregation, and visualization, providing a holistic view of smart infrastructure operations.</p> <p>Key Features for Multi-Source Integration</p> <p>1. Multi-Protocol & Multi-Source Compatibility</p> <p>Supports various sensor types including air quality, lighting, weather, noise, and motion sensors.</p> <p>Integrates data from IoT devices, edge computing nodes, cloud services, and third-party applications.</p> <p>Uses standard communication protocols such as MQTT, RESTful APIs, LoRaWAN, DALI, Zigbee, and BACnet to enable interoperability.</p> <p>2. Unified Dashboard for Centralized Monitoring</p> <p>Real-Time Data Visualization: Provides an interactive dashboard displaying live sensor readings, analytics, and system performance.</p> <p>Custom Widgets & Reports: Users can personalize dashboards with specific data views, graphs, and reports.</p> <p>Geospatial Mapping: Visualizes asset locations and sensor coverage areas on an interactive map for better decision-making.</p> <p>3. Intelligent Data Processing & Analytics</p> <p>AI-Powered Insights: Uses machine learning and AI to detect patterns, anomalies, and optimize operations.</p> <p>Event-Driven Alerts: Triggers real-time notifications for predefined conditions like pollution spikes or equipment malfunctions.</p> <p>Predictive Maintenance: Analyzes trends to forecast equipment failures and recommend proactive maintenance.</p> <p>4. Scalable & Secure Data Management</p> <p>Cloud & Edge Hybrid Approach: Processes critical data at the edge for instant response while storing aggregated insights in the cloud.</p> <p>Data Encryption & Compliance: Ensures end-to-end security with encryption, access control, and compliance with smart city data regulations.</p> <p>Role-Based Access Control (RBAC): Allows different levels of access for city officials, maintenance teams, and decision-makers.</p>
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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 *
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83	<p>Describe what levels of service (e.g., technology/infrastructure only, turnkey, other) are being proposed.</p>	<p>Clovity offers a multi-tiered service model tailored to meet the varying needs of Participating Entities:</p> <p>Technology/Infrastructure Solution: We provide the foundational hardware and connectivity components—including advanced IoT sensors, network modules, and communication gateways—that enable smart infrastructure deployments. This model is ideal for agencies with existing deployment frameworks that require only the technology layer.</p> <p>Turnkey End-to-End Solution: Our comprehensive offering includes full system design, deployment, configuration, integration with Atlassian platforms for collaboration and workflow management, and AI-driven business process transformation. This turnkey model covers planning, implementation, training, and ongoing support so that the agency receives a complete solution without managing multiple vendors.</p> <p>Hybrid Approach: For agencies with unique requirements, we offer a blended service model combining critical technology/infrastructure components with targeted software-based enhancements and managed services. This flexible option allows Participating Entities to select elements that best fit their operational and budgetary needs while enjoying seamless integration across all solution layers.</p>
84	<p>Describe your proposed maintenance plans and schedules.</p> <p>Provide details on routine maintenance, emergency repairs, software updates, and any remote monitoring capabilities.</p> <p>Include pricing for such maintenance in your proposal.</p>	<p>Clovity's maintenance strategy is designed to ensure maximum uptime and continuous performance of our integrated smart infrastructure solutions. Our plan includes:</p> <p>Routine Maintenance:</p> <p>Scheduled Inspections & Preventative Maintenance: Regular system health checks, cleaning, and calibration of IoT sensors and network equipment.</p> <p>Software Updates: Periodic updates to our CSensorNet platform and Atlassian integrations, including feature enhancements, security patches, and system optimizations.</p> <p>Remote Monitoring: 24/7 remote monitoring of system performance using advanced analytics, with real-time alerts for any potential issues.</p> <p>Emergency Repairs:</p> <p>Rapid Response: A dedicated emergency repair team is on-call to resolve issues within predefined response times.</p> <p>On-Site and Remote Solutions: Depending on the issue's nature, our team is prepared to provide immediate remote troubleshooting or dispatch technicians for on-site support.</p> <p>Training & Support:</p> <p>Initial and Refresher Training: Comprehensive training during the deployment phase is included, with optional refresher sessions available as needed.</p> <p>Ongoing Support: Continuous technical support through our helpdesk, with clear escalation protocols for unresolved issues.</p> <p>Pricing: Maintenance pricing is integrated into our overall service agreements for turnkey solutions. For technology/infrastructure only engagements, maintenance is typically billed separately on a service level agreement (SLA) basis. Detailed, competitive pricing schedules for both models are provided in our attached documentation.</p>

85	<p>Briefly describe one (1) project you have completed for another public agency and OUTLINE the deployment process.</p>	<p>Clovity has successfully delivered transformative solutions for multiple public agencies. For example:</p> <p>Internal Revenue Service (IRS) – Legacy System Upgrade: We are currently upgrading the IRS from an IBM legacy service management stack to a modern Atlassian environment, including the implementation of Jira Align. This project aims to automate and streamline IRS service management processes, enabling enhanced collaboration and faster resolution of service issues.</p> <p>Deployment Process:</p> <p>Initial Assessment & Requirements: Collaborating with IRS stakeholders to identify limitations of the legacy IBM system and define desired outcomes for increased agility and automation.</p> <p>Solution Design & Planning: Crafting a detailed roadmap for migrating to the Atlassian stack, including system architecture, data migration strategies, and configuration of Jira Align for customized service management workflows.</p> <p>Implementation Phase: Gradual phased migration from the legacy IBM system to the new Atlassian-based platform, ensuring continuity of operations.</p> <p>Testing & Quality Assurance: Comprehensive testing to ensure smooth integration, data integrity, and optimal performance across the new environment.</p> <p>Training & Handover: Delivering targeted training and detailed user guides to ensure IRS teams adopt and maximize the benefits of the new system.</p> <p>Ongoing Support: Establishing robust monitoring and support mechanisms to facilitate continuous updates and rapid resolution of any issues.</p> <p>Together, these projects underscore our capability to deliver integrated, scalable, and secure smart infrastructure solutions—demonstrating success in both hardware/software deployments and complex system migrations for public-sector organizations.</p> <p>State of Massachusetts – Public Health Data Modernization: We modernized the Department of Public Health’s data analytics system by integrating advanced IoT sensors with our CSensorNet platform. This project enabled real-time monitoring of environmental parameters (e.g., air quality, noise, and weather conditions) and improved operational reporting.</p> <p>Deployment Process:</p> <p>Scoping & Requirements: Workshops with agency stakeholders to define key performance indicators and integration needs.</p> <p>Solution Design: Development of a tailored sensor network architecture and CSensorNet configuration.</p> <p>Implementation: Hardware installation, data integration, and system configuration with minimal disruption.</p> <p>Testing & Validation: Rigorous on-site and remote testing to ensure full system readiness.</p> <p>Training & Handover: Comprehensive training sessions and documentation provided for system administrators and end users.</p> <p>Ongoing Support: Continuous remote monitoring and periodic updates ensuring system longevity.</p>
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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 *
	<div><input type="radio"/> Yes</div> <div><input checked="" type="radio"/> No</div>

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](#) - Clovity Inc pricing.pdf - Tuesday April 15, 2025 10:07:59
 - [Financial Strength and Stability](#) - Clovity Inc response_Sourcewell_Financial Strength and Stability (1).pdf - Tuesday April 15, 2025 09:55:33
 - [Marketing Plan/Samples](#) - Clovity Inc response_Sourcewell_Marketing Plan.pdf - Tuesday April 15, 2025 10:08:34
 - 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. - Puneet Jain, Senior manager Bid Management, Clovity Inc

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

☒ Yes ☐ No

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

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

File Name	I have reviewed the below addendum and attachments (if applicable)	Pages
Addendum_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