

**Solicitation Number: RFP #120423****CONTRACT**

This Contract is between Sourcewell, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 (Sourcewell) and Populus Technologies, Inc., 177 Post Street, Suite 200, San Francisco, CA 94108 (Supplier).

Sourcewell is a State of Minnesota local government unit and service cooperative created under the laws of the State of Minnesota (Minnesota Statutes Section 123A.21) that offers cooperative procurement solutions to government entities. Participation is open to eligible federal, state/province, and municipal governmental entities, higher education, K-12 education, nonprofit, tribal government, and other public entities located in the United States and Canada. Sourcewell issued a public solicitation for Curb Management Technologies with Related Services from which Supplier was awarded a contract.

Supplier desires to contract with Sourcewell to provide equipment, products, or services to Sourcewell and the entities that access Sourcewell's cooperative purchasing contracts (Participating Entities).

**1. TERM OF CONTRACT**

A. **EFFECTIVE DATE.** This Contract is effective upon the date of the final signature below.

**EXPIRATION DATE AND EXTENSION.** This Contract expires January 15, 2028, unless it is cancelled sooner pursuant to Article 22. This Contract allows up to three additional one-year extensions upon the request of Sourcewell and written agreement by Supplier. Sourcewell retains the right to consider additional extensions beyond seven years as required under exceptional circumstances.

B. **SURVIVAL OF TERMS.** Notwithstanding any expiration or termination of this Contract, all payment obligations incurred prior to expiration or termination will survive, as will the following: Articles 11 through 14 survive the expiration or cancellation of this Contract. All other rights will cease upon expiration or termination of this Contract.

## 2. EQUIPMENT, PRODUCTS, OR SERVICES

A. EQUIPMENT, PRODUCTS, OR SERVICES. Supplier will provide the Equipment, Products, or Services as stated in its Proposal submitted under the Solicitation Number listed above. Supplier's Equipment, Products, or Services Proposal (Proposal) is attached and incorporated into this Contract.

All Equipment and Products provided under this Contract must be new and the current model. Supplier may offer close-out or refurbished Equipment or Products if they are clearly indicated in Supplier's product and pricing list. Unless agreed to by the Participating Entities in advance, Equipment or Products must be delivered as operational to the Participating Entity's site.

This Contract offers an indefinite quantity of sales, and while substantial volume is anticipated, sales and sales volume are not guaranteed.

B. WARRANTY. Supplier warrants that all Equipment, Products, and Services furnished are free from liens and encumbrances, and are free from defects in design, materials, and workmanship. In addition, Supplier warrants the Equipment, Products, and Services are suitable for and will perform in accordance with the ordinary use for which they are intended. Supplier's dealers and distributors must agree to assist the Participating Entity in reaching a resolution in any dispute over warranty terms with the manufacturer. Any manufacturer's warranty that extends beyond the expiration of the Supplier's warranty will be passed on to the Participating Entity.

C. DEALERS, DISTRIBUTORS, AND/OR RESELLERS. Upon Contract execution and throughout the Contract term, Supplier must provide to Sourcwell a current means to validate or authenticate Supplier's authorized dealers, distributors, or resellers relative to the Equipment, Products, and Services offered under this Contract, which will be incorporated into this Contract by reference. It is the Supplier's responsibility to ensure Sourcwell receives the most current information.

## 3. PRICING

All Equipment, Products, or Services under this Contract will be priced at or below the price stated in Supplier's Proposal.

When providing pricing quotes to Participating Entities, all pricing quoted must reflect a Participating Entity's total cost of acquisition. This means that the quoted cost is for delivered Equipment, Products, and Services that are operational for their intended purpose, and includes all costs to the Participating Entity's requested delivery location.

Regardless of the payment method chosen by the Participating Entity, the total cost associated with any purchase option of the Equipment, Products, or Services must always be disclosed in the pricing quote to the applicable Participating Entity at the time of purchase.

A. **SHIPPING AND SHIPPING COSTS.** All delivered Equipment and Products must be properly packaged. Damaged Equipment and Products may be rejected. If the damage is not readily apparent at the time of delivery, Supplier must permit the Equipment and Products to be returned within a reasonable time at no cost to Sourcewell or its Participating Entities. Participating Entities reserve the right to inspect the Equipment and Products at a reasonable time after delivery where circumstances or conditions prevent effective inspection of the Equipment and Products at the time of delivery. In the event of the delivery of nonconforming Equipment and Products, the Participating Entity will notify the Supplier as soon as possible and the Supplier will replace nonconforming Equipment and Products with conforming Equipment and Products that are acceptable to the Participating Entity.

Supplier must arrange for and pay for the return shipment on Equipment and Products that arrive in a defective or inoperable condition.

Sourcewell may declare the Supplier in breach of this Contract if the Supplier intentionally delivers substandard or inferior Equipment or Products.

B. **SALES TAX.** Each Participating Entity is responsible for supplying the Supplier with valid tax-exemption certification(s). When ordering, a Participating Entity must indicate if it is a tax-exempt entity.

C. **HOT LIST PRICING.** At any time during this Contract, Supplier may offer a specific selection of Equipment, Products, or Services at discounts greater than those listed in the Contract. When Supplier determines it will offer Hot List Pricing, it must be submitted electronically to Sourcewell in a line-item format. Equipment, Products, or Services may be added or removed from the Hot List at any time through a Sourcewell Price and Product Change Form as defined in Article 4 below.

Hot List program and pricing may also be used to discount and liquidate close-out and discontinued Equipment and Products as long as those close-out and discontinued items are clearly identified as such. Current ordering process and administrative fees apply. Hot List Pricing must be published and made available to all Participating Entities.

#### **4. PRODUCT AND PRICING CHANGE REQUESTS**

Supplier may request Equipment, Product, or Service changes, additions, or deletions at any time. All requests must be made in writing by submitting a signed Sourcewell Price and Product Change Request Form to the assigned Sourcewell Supplier Development Administrator. This approved form is available from the assigned Sourcewell Supplier Development Administrator. At a minimum, the request must:

- Identify the applicable Sourcewell contract number;
- Clearly specify the requested change;
- Provide sufficient detail to justify the requested change;
- Individually list all Equipment, Products, or Services affected by the requested change, along with the requested change (e.g., addition, deletion, price change); and
- Include a complete restatement of pricing documentation in Microsoft Excel with the effective date of the modified pricing, or product addition or deletion. The new pricing restatement must include all Equipment, Products, and Services 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 Contract and will be incorporated by reference.

## **5. PARTICIPATION, CONTRACT ACCESS, AND PARTICIPATING ENTITY REQUIREMENTS**

A. PARTICIPATION. Sourcewell's cooperative contracts are available and open to public and nonprofit entities across the United States and Canada; such as federal, state/province, municipal, K-12 and higher education, tribal government, and other public entities.

The benefits of this Contract should be available to all Participating Entities that can legally access the Equipment, Products, or Services under this Contract. A Participating Entity's authority to access this Contract is determined through its cooperative purchasing, interlocal, or joint powers laws. Any entity accessing benefits of this Contract will be considered a Service Member of Sourcewell during such time of access. Supplier understands that a Participating Entity's use of this Contract is at the Participating Entity's sole convenience and Participating Entities reserve the right to obtain like Equipment, Products, or Services from any other source.

Supplier is responsible for familiarizing its sales and service forces with Sourcewell contract use eligibility requirements and documentation and will encourage potential participating entities to join Sourcewell. Sourcewell reserves the right to add and remove Participating Entities to its roster during the term of this Contract.

B. PUBLIC FACILITIES. Supplier's employees may be required to perform work at government-owned facilities, including schools. Supplier's employees and agents must conduct themselves in a professional manner while on the premises, and in accordance with Participating Entity policies and procedures, and all applicable laws.

## **6. PARTICIPATING ENTITY USE AND PURCHASING**

A. ORDERS AND PAYMENT. To access the contracted Equipment, Products, or Services under this Contract, a Participating Entity must clearly indicate to Supplier that it intends to access this Contract; however, order flow and procedure will be developed jointly between Sourcewell and

Supplier. Typically, a Participating Entity will issue an order directly to Supplier or its authorized subsidiary, distributor, dealer, or reseller. If a Participating Entity issues a purchase order, it may use its own forms, but the purchase order should clearly note the applicable Sourcewell contract number. All Participating Entity orders under this Contract must be issued prior to expiration or cancellation of this Contract; however, Supplier performance, Participating Entity payment obligations, and any applicable warranty periods or other Supplier or Participating Entity obligations may extend beyond the term of this Contract.

Supplier's acceptable forms of payment are included in its attached Proposal. Participating Entities will be solely responsible for payment and Sourcewell will have no liability for any unpaid invoice of any Participating Entity.

B. **ADDITIONAL TERMS AND CONDITIONS/PARTICIPATING ADDENDUM.** Additional terms and conditions to a purchase order, or other required transaction documentation, may be negotiated between a Participating Entity and Supplier, such as job or industry-specific requirements, legal requirements (e.g., affirmative action or immigration status requirements), or specific local policy requirements. Some Participating Entities may require the use of a Participating Addendum, the terms of which will be negotiated directly between the Participating Entity and the Supplier or its authorized dealers, distributors, or resellers, as applicable. Any negotiated additional terms and conditions must never be less favorable to the Participating Entity than what is contained in this Contract.

C. **SPECIALIZED SERVICE REQUIREMENTS.** In the event that the Participating Entity requires service or specialized performance requirements not addressed in this Contract (such as e-commerce specifications, specialized delivery requirements, or other specifications and requirements), the Participating Entity and the Supplier may enter into a separate, standalone agreement, apart from this Contract. Sourcewell, including its agents and employees, will not be made a party to a claim for breach of such agreement.

D. **TERMINATION OF ORDERS.** Participating Entities may terminate an order, in whole or in part, immediately upon notice to Supplier in the event of any of the following events:

1. The Participating Entity fails to receive funding or appropriation from its governing body at levels sufficient to pay for the equipment, products, or services to be purchased; or
2. Federal, state, or provincial laws or regulations prohibit the purchase or change the Participating Entity's requirements.

E. **GOVERNING LAW AND VENUE.** The governing law and venue for any action related to a Participating Entity's order will be determined by the Participating Entity making the purchase.

## 7. CUSTOMER SERVICE

A. PRIMARY ACCOUNT REPRESENTATIVE. Supplier will assign an Account Representative to Sourcewell for this Contract and must provide prompt notice to Sourcewell if that person is changed. The Account Representative will be responsible for:

- Maintenance and management of this Contract;
- Timely response to all Sourcewell and Participating Entity inquiries; and
- Business reviews to Sourcewell and Participating Entities, if applicable.

B. BUSINESS REVIEWS. Supplier must perform a minimum of one business review with Sourcewell per contract year. The business review will cover sales to Participating Entities, pricing and contract terms, administrative fees, sales data reports, performance issues, supply issues, customer issues, and any other necessary information.

## 8. REPORT ON CONTRACT SALES ACTIVITY AND ADMINISTRATIVE FEE PAYMENT

A. CONTRACT SALES ACTIVITY REPORT. Each calendar quarter, Supplier must provide a contract sales activity report (Report) to the Sourcewell Supplier Development Administrator assigned to this Contract. Reports are due no later than 45 days after the end of each calendar quarter. A Report must be provided regardless of the number or amount of sales 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;
- Participating Entity Contact Name;
- Participating Entity Contact Email Address;
- Participating Entity Contact Telephone Number;
- Sourcewell Assigned Entity/Participating Entity Number;
- Item Purchased Description;
- Item Purchased Price;
- Sourcewell Administrative Fee Applied; and
- Date Purchase was invoiced/sale was recognized as revenue by Supplier.

B. ADMINISTRATIVE FEE. In consideration for the support and services provided by Sourcewell, the Supplier will pay an administrative fee to Sourcewell on all Equipment, Products, and

Services provided to Participating Entities. The Administrative Fee must be included in, and not added to, the pricing. Supplier may not charge Participating Entities more than the contracted price to offset the Administrative Fee.

The Supplier will submit payment to Sourcewell for the percentage of administrative fee stated in the Proposal multiplied by the total sales of all Equipment, Products, and Services purchased by Participating Entities under this Contract during each calendar quarter. Payments should note the Supplier's name and Sourcewell-assigned contract number in the memo; and must be mailed to the address above "Attn: Accounts Receivable" or remitted electronically to Sourcewell's banking institution per Sourcewell's Finance department instructions. Payments must be received no later than 45 calendar days after the end of each calendar quarter.

Supplier agrees to cooperate with Sourcewell in auditing transactions under this Contract to ensure that the administrative fee is paid on all items purchased under this Contract.

In the event the Supplier is delinquent in any undisputed administrative fees, Sourcewell reserves the right to cancel this Contract and reject any proposal submitted by the Supplier in any subsequent solicitation. In the event this Contract is cancelled by either party prior to the Contract's expiration date, the administrative fee payment will be due no more than 30 days from the cancellation date.

## **9. AUTHORIZED REPRESENTATIVE**

Sourcewell's Authorized Representative is its Chief Procurement Officer.

Supplier's Authorized Representative is the person named in the Supplier's Proposal. If Supplier's Authorized Representative changes at any time during this Contract, Supplier must promptly notify Sourcewell in writing.

## **10. AUDIT, ASSIGNMENT, AMENDMENTS, WAIVER, AND CONTRACT COMPLETE**

A. **AUDIT.** Pursuant to Minnesota Statutes Section 16C.05, subdivision 5, the books, records, documents, and accounting procedures and practices relevant to this Contract are subject to examination by Sourcewell or the Minnesota State Auditor for a minimum of six years from the end of this Contract. This clause extends to Participating Entities as it relates to business conducted by that Participating Entity under this Contract.

B. **ASSIGNMENT.** Neither party may assign or otherwise transfer its rights or obligations under this Contract without the prior written consent of the other party and a fully executed assignment agreement. Such consent will not be unreasonably withheld. Any prohibited assignment will be invalid.

C. **AMENDMENTS.** Any amendment to this Contract must be in writing and will not be effective until it has been duly executed by the parties.

D. **WAIVER.** Failure by either party to take action or assert any right under this Contract 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. Any such waiver must be in writing and signed by the parties.

E. **CONTRACT COMPLETE.** This Contract represents the complete agreement between the parties. No other understanding regarding this Contract, whether written or oral, may be used to bind either party. For any conflict between the attached Proposal and the terms set out in Articles 1-22 of this Contract, the terms of Articles 1-22 will govern.

F. **RELATIONSHIP OF THE PARTIES.** The relationship of the parties is one of independent contractors, each free to exercise judgment and discretion with regard to the conduct of their respective businesses. This Contract does not create a partnership, joint venture, or any other relationship such as master-servant, or principal-agent.

## **11. INDEMNITY AND HOLD HARMLESS**

Supplier must indemnify, defend, save, and hold Sourcewell and its Participating Entities, including their agents and employees, harmless from any claims or causes of action, including attorneys' fees incurred by Sourcewell or its Participating Entities, arising out of any act or omission in the performance of this Contract 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 the Equipment, Products, or Services under this Contract to the extent the Equipment, Product, or Service has been used according to its specifications. Sourcewell's responsibility will be governed by the State of Minnesota's Tort Liability Act (Minnesota Statutes Chapter 466) and other applicable law.

## **12. GOVERNMENT DATA PRACTICES**

Supplier and Sourcewell must comply with the Minnesota Government Data Practices Act, Minnesota Statutes Chapter 13, as it applies to all data provided by or provided to Sourcewell under this Contract and as it applies to all data created, collected, received, maintained, or disseminated by the Supplier under this Contract.

## **13. INTELLECTUAL PROPERTY, PUBLICITY, MARKETING, AND ENDORSEMENT**

### **A. INTELLECTUAL PROPERTY**

1. *Grant of License.* During the term of this Contract:
  - a. 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 and



promotional materials for the purpose of marketing Sourcewell's relationship with Supplier.

b. Supplier grants to Sourcewell a royalty-free, worldwide, non-exclusive right and license to use Supplier's trademarks in advertising and promotional materials for the purpose of marketing Supplier's relationship with Sourcewell.

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

3. *Use; Quality Control.*

a. 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.

b. 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. Upon written notice to the breaching party, the breaching party has 30 days of the date of the written notice to cure the breach or the license will be terminated.

4. *Termination.* Upon the termination of this Contract 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.

B. **PUBLICITY.** Any publicity regarding the subject matter of this Contract must not be released without prior written approval from the Authorized Representatives. Publicity includes notices, informational pamphlets, press releases, research, reports, signs, and similar public notices prepared by or for the Supplier individually or jointly with others, or any subcontractors, with respect to the program, publications, or services provided resulting from this Contract.

C. **MARKETING.** Any direct advertising, marketing, or offers with Participating Entities must be approved by Sourcewell. Send all approval requests to the Sourcewell Supplier Development Administrator assigned to this Contract.

D. **ENDORSEMENT.** The Supplier must not claim that Sourcewell endorses its Equipment, Products, or Services.

#### **14. GOVERNING LAW, JURISDICTION, AND VENUE**

The substantive and procedural laws of the State of Minnesota will govern this Contract. Venue for all legal proceedings arising out of this Contract, or its breach, must be in the appropriate state court in Todd County, Minnesota or federal court in Fergus Falls, Minnesota.

#### **15. FORCE MAJEURE**

Neither party to this Contract will be held responsible for delay or default caused by acts of God or other conditions that are beyond that party's reasonable control. A party defaulting under this provision must provide the other party prompt written notice of the default.

#### **16. SEVERABILITY**

If any provision of this Contract 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 Contract is capable of being performed, it will not be affected by such determination or finding and must be fully performed.

#### **17. PERFORMANCE, DEFAULT, AND REMEDIES**

A. **PERFORMANCE.** During the term of this Contract, the parties will monitor performance and address unresolved contract issues as follows:

1. *Notification.* The parties must promptly notify each other of any known dispute and work in good faith to resolve such dispute within a reasonable period of time. If necessary, Sourcewell and the Supplier will jointly develop a short briefing document that describes the issue(s), relevant impact, and positions of both parties.
2. *Escalation.* If parties are unable to resolve the issue in a timely manner, as specified above, either Sourcewell or Supplier may escalate the resolution of the issue to a higher level of management. The Supplier will have 30 calendar days to cure an outstanding issue.
3. *Performance while Dispute is Pending.* Notwithstanding the existence of a dispute, the Supplier must continue without delay to carry out all of its responsibilities under the Contract that are not affected by the dispute. If the Supplier fails to continue without delay to perform its responsibilities under the Contract, in the accomplishment of all undisputed work, the Supplier will bear any additional costs incurred by Sourcewell and/or its Participating Entities as a result of such failure to proceed.

B. **DEFAULT AND REMEDIES.** Either of the following constitutes cause to declare this Contract, or any Participating Entity order under this Contract, in default:

1. Nonperformance of contractual requirements, or
2. A material breach of any term or condition of this Contract.

The party claiming default must provide written notice of the default, with 30 calendar days to cure the default. Time allowed for cure will not diminish or eliminate any liability for liquidated or other damages. If the default remains after the opportunity for cure, the non-defaulting party may:

- Exercise any remedy provided by law or equity, or
- Terminate the Contract or any portion thereof, including any orders issued against the Contract.

## 18. INSURANCE

A. REQUIREMENTS. At its own expense, Supplier must maintain insurance policy(ies) in effect at all times during the performance of this Contract 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:

1. *Workers' Compensation and Employer's Liability.*

Workers' Compensation: As required by any applicable law or regulation.

Employer's Liability Insurance: must be provided in amounts not less than listed below:

Minimum limits:

\$500,000 each accident for bodily injury by accident

\$500,000 policy limit for bodily injury by disease

\$500,000 each employee for bodily injury by disease

2. *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 Contract.

Minimum Limits:

\$1,000,000 each occurrence Bodily Injury and Property Damage

\$1,000,000 Personal and Advertising Injury

\$2,000,000 aggregate for products liability-completed operations

\$2,000,000 general aggregate

3. *Commercial Automobile Liability Insurance.* During the term of this Contract, Supplier will maintain insurance covering all owned, hired, and non-owned automobiles in limits of liability not less than indicated below. The coverage must be subject to terms

no less broad than ISO Business Auto Coverage Form CA 0001 (2010 edition or newer), or equivalent.

Minimum Limits:

\$1,000,000 each accident, combined single limit

4. *Umbrella Insurance*. During the term of this Contract, Supplier will maintain umbrella coverage over Employer's Liability, Commercial General Liability, and Commercial Automobile.

Minimum Limits:

\$2,000,000

5. *Network Security and Privacy Liability Insurance*. During the term of this Contract, Supplier will maintain coverage for network security and privacy liability. The coverage may be endorsed on another form of liability coverage or written on a standalone policy. The insurance must cover claims which may arise from failure of Supplier's security resulting in, but not limited to, computer attacks, unauthorized access, disclosure of not public data – including but not limited to, confidential or private information, transmission of a computer virus, or denial of service.

Minimum limits:

\$2,000,000 per occurrence

\$2,000,000 annual aggregate

Failure of Supplier to maintain the required insurance will constitute a material breach entitling Sourcewell to immediately terminate this Contract for default.

B. CERTIFICATES OF INSURANCE. Prior to commencing under this Contract, Supplier must furnish to Sourcewell a certificate of insurance, as evidence of the insurance required under this Contract. 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 sent to the Sourcewell Supplier Development Administrator assigned to this Contract. The certificates must be signed by a person authorized by the insurer(s) to bind coverage on their behalf.

Failure to request certificates of insurance by Sourcewell, or failure of Supplier to provide certificates of insurance, in no way limits or relieves Supplier of its duties and responsibilities in this Contract.

C. ADDITIONAL INSURED ENDORSEMENT AND PRIMARY AND NON-CONTRIBUTORY INSURANCE CLAUSE. Supplier agrees to list Sourcewell and its Participating Entities, including their 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 Contract 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 Contract can be met by either providing a primary policy or in combination with umbrella/excess liability policy(ies), or self-insured retention.

## **19. COMPLIANCE**

A. **LAWS AND REGULATIONS.** All Equipment, Products, or Services provided under this Contract must comply fully with applicable federal laws and regulations, and with the laws in the states and provinces in which the Equipment, Products, or Services are sold.

B. **LICENSES.** Supplier must maintain a valid and current status on all required federal, state/provincial, and local licenses, bonds, and permits required for the operation of the business that the Supplier conducts with Sourcewell and Participating Entities.

## **20. BANKRUPTCY, DEBARMENT, OR SUSPENSION CERTIFICATION**

Supplier certifies and warrants that it is not in bankruptcy or that it has previously disclosed in writing certain information to Sourcewell related to bankruptcy actions. If at any time during this Contract Supplier declares bankruptcy, Supplier must immediately notify Sourcewell in writing.

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 the Canadian government, as applicable; 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 Contract. Supplier further warrants that it will provide immediate written notice to Sourcewell if this certification changes at any time.

## **21. PROVISIONS FOR NON-UNITED STATES FEDERAL ENTITY PROCUREMENTS UNDER UNITED STATES FEDERAL AWARDS OR OTHER AWARDS**

Participating Entities that use United States federal grant or FEMA funds to purchase goods or services from this Contract 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 Article, all references to “federal” should be interpreted to mean the United States federal government. The following list only applies when a Participating Entity accesses Supplier’s Equipment, Products, or Services with United States federal funds.

A. **EQUAL EMPLOYMENT OPPORTUNITY.** Except as otherwise provided under 41 C.F.R. § 60, all contracts 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.

B. **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 be in compliance with all applicable Davis-Bacon Act provisions.

C. 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 or 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 Contract. Supplier certifies that during the term of an award for all contracts by Sourcewell resulting from this procurement process, Supplier must comply with applicable requirements as referenced above.

D. 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 contracts by Sourcewell resulting from this procurement process, Supplier must comply with applicable requirements as referenced above.

E. 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 Contract will comply with applicable requirements as referenced above.

F. 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.

G. 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).

H. 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.

I. 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.

J. 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.

K. 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 Contract 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.

L. 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.

M. 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.

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

O. 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 Contract or any purchase by a Participating Entity.

P. 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.

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

R. 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.

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

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

**22. CANCELLATION**

Sourcewell or Supplier may cancel this Contract at any time, with or without cause, upon 60 days' written notice to the other party. However, Sourcewell may cancel this Contract immediately upon discovery of a material defect in any certification made in Supplier's Proposal. Cancellation of this Contract does not relieve either party of financial, product, or service obligations incurred or accrued prior to cancellation.

Sourcewell

Populus Technologies, Inc.

DocuSigned by:  
*Jeremy Schwartz*  
C0FD2A139D06489...  
By: \_\_\_\_\_  
Jeremy Schwartz  
Title: Chief Procurement Officer  
1/11/2024 | 6:43 AM CST  
Date: \_\_\_\_\_

DocuSigned by:  
*Regina Clewlow*  
9FC42696895B4A4...  
By: \_\_\_\_\_  
Regina Clewlow  
Title: CEO  
1/10/2024 | 12:39 PM PST  
Date: \_\_\_\_\_

# RFP 120423 - Curb Management Technologies with Related Services

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## Vendor Details

Company Name: Populus Technologies, Inc.  
Address: 177 Post Street  
Suite 200  
San Francisco, CA 94108  
Contact: Regina Clewlow  
Email: rfps@populus.ai  
Phone: 650-847-0623  
Fax: 415-276-4772  
HST#: 823520788

## Submission Details

Created On: Tuesday October 24, 2023 12:41:39  
Submitted On: Monday December 04, 2023 16:19:29  
Submitted By: Regina Clewlow  
Email: rfps@populus.ai  
Transaction #: e44eb6ab-cbb5-41aa-951d-c64295a79f28  
Submitter's IP Address: 24.104.69.206

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## Specifications

**Table 1: Proposer Identity & Authorized Representatives**

**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).

| Line Item | Question   | Response *   |
|-----------|--|--|
| 1         | Proposer Legal Name (one legal entity only):<br>(In the event of award, will execute the resulting contract as "Supplier")   | Populus Technologies, Inc.   |
| 2         | Identify all subsidiary entities of the Proposer whose equipment, products, or services are included in the Proposal.  | Not applicable, Populus does not have any subsidiary entities.   |
| 3         | Identify all applicable assumed names or DBA names of the Proposer or Proposer's subsidiaries in Line 1 or Line 2 above.   | Populus  |
| 4         | Provide your CAGE code or Unique Entity Identifier (SAM):  | UEI SAM: Z81FN8KRKLC9  |
| 5         | Proposer Physical Address:   | 177 Post Street, Suite 200, San Francisco, CA 94108  |
| 6         | Proposer website address (or addresses):   | www.populus.ai   |
| 7         | 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 and, in the event of award, will be expected to execute the resulting contract): | Regina Clewlow, CEO<br>177 Post Street, Suite 200, San Francisco, CA 94108<br>regina@populus.ai<br>(650) 847-0623  |
| 8         | Proposer's primary contact for this proposal (name, title, address, email address & phone):  | Sydney Stephenson<br>Partnerships and Proposal Manager<br>177 Post Street, Suite 200, San Francisco, CA 94108<br>rfps@populus.ai or sydney.stephenson@populus.ai<br>(805) 748-9474 |
| 9         | Proposer's other contacts for this proposal, if any (name, title, address, email address & phone):   | Eliot Muetting<br>Director of Solutions Engineering<br>177 Post Street, Suite 200, San Francisco, CA 94108<br>eliot@populus.ai<br>(206) 300-0416                                   |

**Table 2: Company Information and Financial Strength**

| Line Item | Question   | Response *   |
|-----------|--|--|
| 10        | Provide a brief history of your company, including your company's core values, business philosophy, and industry longevity related to the requested equipment, products or services. | <p>Populus is a transportation technology company built on decades of deep technical experience delivering innovative data solutions in partnership with the public sector. Now the industry's leading provider of curb, parking, and mobility management solutions, Populus empowers cities to build the digital infrastructure required to manage the future of mobility and connected vehicles.</p> <p>Populus is the only company that delivers comprehensive mobility and curb management solutions in a single software platform. The Populus Platform has been purpose-built to deliver a comprehensive hub for leveraging integrated data, building and communicating complex regulations, and surfacing actionable insights for improved decision making.</p> <p>Industry Longevity:<br/>We have 6 years of experience providing active, dynamic mobility and curb management solutions that directly receive real-time data from connected vehicles, and can directly publish new policies through APIs to these vehicles — Populus has been at the forefront of this industry, since the beginning of when the concept of "active mobility management" was first introduced in the transportation market.</p> |

Populus was founded by transportation PhDs from UC Berkeley and MIT with deep expertise in mobility and urban planning. Beyond our longevity as a company, our team has more than 50 years of combined experience building software solutions for public agencies for advanced transportation planning, data modeling, and policy analysis.

In 2018, Populus launched the industry's first mobility management platform, Populus Mobility Manager — a first-of-its-kind platform for cities to leverage real-time data from shared mobility providers (e.g. dockless bikes and scooters) to support data-driven transportation planning and management. Later that year, Populus was the first platform to integrate carsharing, and has continued to be a leader in integrating data from connected fleet vehicles to support cities' curb and mobility management needs.

Populus now securely receives data from over 40 operators in over 100 cities, and is a key technology leader supporting the advancement of city-led data standards, including the Open Mobility Foundation (OMF)'s Mobility Data Specification (MDS) and Curb Data Specification (CDS). Populus is the only technology provider that provides leadership for both the MDS and CDS data standards as a member of their working group Steering Committees, as well as the OMF Data Privacy, Security, and Transparency Committee. As a leader in data security and privacy, Populus is uniquely trusted by cities and operators alike to manage highly sensitive geospatial transportation data.

Our Mission and Core Values:

Populus's mission: Empower cities to manage the future of mobility – a future that is safer, more equitable, and better for our environment.

Populus maintains a collection of Core Values that serve the guiding principles that define how we engage with each other, with our customers, and how we are perceived by the world:

- Collaboration & Teamwork: We believe that excellence comes from collective effort. We support each other on this team, and we value open and honest communication.
  - Trust: Our teammates and our customers are confident in the reliability and integrity of our products, our conduct, and our performance and faithful execution of our responsibilities.
  - Impact: In order to achieve our mission, our work must make a positive, meaningful, and measurable impact, not only in transportation but in society as a whole.
  - Continuous Growth: We believe that the surest way to provide great value and positive experiences to our customers and teammates is by focusing on the future and learning from the past.
- Responsibility: We take ownership of our work and hold ourselves accountable to each other, to our customers, and to ourselves.
- Resilience & Sustainability: We recognize that efforts to address the significant and sizable challenges facing our world starts with our own personal behavior. Creating positive change for future generations depends on us working together to build an enduring business that enables our customers and cities around the world to meet their long-term environmental goals.
  - Empowerment: We believe in and trust in the ability of our teammates to exercise good judgment, make sound decisions and operate with autonomy within their roles. We also commit to communicate with each other and provide transparency in terms of our progress, or lack thereof in matters both large and small.

Our team of transportation veterans takes a consultative approach when working with public agencies, providing policy expertise based on shared best practices from cities around the world. By partnering with Populus, you will receive ongoing access to learning to advance your parking and curb technology future including lessons learned from cities at the forefront of the smart city movement.

Populus is 100% focused on the unique needs of cities and building solutions that will have measurable impacts on improving safety, reducing congestion and associated emissions, and optimizing streets and curbs. That has remained the ethos of the company since founding. Populus also views every city engagement as a partnership with the opportunity to learn and expand our services to better serve all city partners. We leverage these learnings to constantly expand the capabilities of our products and services and pass on the benefits of these investments to our city partners.

|    |   |   |
|----|---|---|
| 11 | What are your company's expectations in the event of an award?  | <p>In the event of a contract award from Sourcewell, we foresee increased momentum and adoption of the Populus Curb Manager platform. Populus understands that the award from Sourcewell unlocks more seamless and efficient procurement processes for the benefit of its 50,000+ entities. Populus does not expect for an immediate and rapid influx of new buyers given the nature of our industry, however we do foresee year-over-year growth of our sales. Populus also understands that participating entities may request additional terms or conditions related to a purchase and we are prepared to manage those discussions.</p> <p>Populus will hope to partner with Sourcewell on joint marketing initiatives and training efforts to promote this contract as a viable path for procurement for public agencies. We hope to identify joint opportunities to foster a strong and collaborative partnership into the future.</p> <p>With the rapid rise of commercial delivery, cities everywhere have experienced unprecedented demand for use of their curbsides for pick-ups and drop-offs by a variety of fleets including ride hailing, on-demand food delivery, and package delivery trucks. This strain on the curb is only projected to worsen over time without powerful management tools in the hands of cities. Populus takes this call to action incredibly seriously and has great expectations for the increased adoption and reach our Platform can have via this cooperative purchasing opportunity.</p>   |
| 12 | <p>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.</p> | <p>Statement of Financial Viability: During the current economic climate, many cities and regional governments wish to ensure that the vendors they select are financially viable. Unlike other vendors in our space, Populus has never canceled a contract with a public agency due to an inability to deliver services or due to financial or staffing constraints.</p> <p>Populus raised an \$11M financing round in September 2022 to expand our team and advance the technical capabilities of our platform. Our current bank balance provides more than sufficient operating expenses to ensure that cities and associated agencies can count on the stability of our platform throughout the planned contract time period. We have more than 2 years of financial runway based on our current bank balance and recurring revenue streams of our business.</p> <p>Populus benefits from the full support and backing of our lead investors, longstanding investors, and corporate strategic investors, including Magna, Comcast, and American Family Insurance. These organizations have a demonstrated history of investing in, and standing by technology companies that are strategically aligned in advancing the future of mobility and smart cities.</p> <p>Please find Populus' Financial Statements uploaded in the document upload section of our response. Please note that all financial information provided the document is marked as Confidential and Proprietary Information.</p>  |
| 13 | What is your US market share for the solutions that you are proposing?  | <p>The market for digital curb technologies is relatively new and there are a variety of solution types coming to market now. As such, there is not readily available external market share data available yet. Per internal data, Populus is the #1 market provider of building digital curb inventories, issuing APIs, and delivering powerful software platforms to cities across the United States. Estimated market share is detailed below.</p> <p>Please find our United States market share for each category of products/services listed below:</p> <ul style="list-style-type: none"> <li>a. Digitization of inventory and regulations, including creation of sector or citywide digital curb: 40%-70% market share</li> <li>b. Sensors and cameras, including installation services: This is not a market that Populus would classify itself as a competitor in. For the purposes of this RFP, we will integrate from cities' desired vendors.</li> <li>c. Issue application programming interfaces (APIs) and build services around them: 60%-80% market share</li> <li>d. Data, software, and hardware implementation, integration, and management: 70% market share for curb and mobility management</li> <li>e. Digitized permit systems, including dynamic pricing: 80%-100%</li> <li>f. V2I technology with scalability: Populus evaluates data from V2I technologies for curb and mobility management with a market share of 30%</li> <li>g. Intelligent transportation systems, such as transit signal priority, transportation system controllers, and digital signage: This is a very broad category of companies — from traffic signal processing to transit technology to curb management. Our estimated market share is 5%</li> </ul> |

|    |   |   |   |
|----|---|---|---|
| 14 | What is your Canadian market share for the solutions that you are proposing?  | <p>The market for digital curb technologies is relatively new and there are a variety of solution types coming to market now. As such, there is not readily available external market share data available yet. Per internal data, Populus is the #1 market provider of building digital curb inventories, issuing APIs, and delivering powerful software platforms to cities across Canada. Estimated market share is detailed below.</p> <p>Please find our Canadian market share for each category of products/services listed below:</p> <ul style="list-style-type: none"> <li>a. Digitization of inventory and regulations, including creation of sector or citywide digital curb: 40%-70% market share</li> <li>b. Sensors and cameras, including installation services: This is not a market that Populus would classify itself as a competitor in. For the purposes of this RFP, we will integrate from cities' desired vendors.</li> <li>c. Issue application programming interfaces (APIs) and build services around them: 50%-70% market share</li> <li>d. Data, software, and hardware implementation, integration, and management: 70% market share for curb and mobility management</li> <li>e. Digitized permit systems, including dynamic pricing: 80%-100%</li> <li>f. V2I technology with scalability: Populus evaluates data from V2I technologies for curb and mobility management with a market share of 30%</li> <li>g. Intelligent transportation systems, such as transit signal priority, transportation system controllers, and digital signage: This is a very broad category of companies — from traffic signal processing to transit technology to curb management. Our estimated market share is 5%</li> </ul> | * |
| 15 | Has your business ever petitioned for bankruptcy protection? If so, explain in detail.  | No, Populus Technologies, Inc. (Populus) has never petitioned for bankruptcy protection.  | * |
| 16 | <p>How is your organization best described: is it a manufacturer, a distributor/dealer/reseller, or a service provider? Answer whichever question (either a) or b) just below) best applies to your organization.</p> <p>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?</p> <p>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?</p> | <p>Populus is a service provider. Both our sales team and implementation teams consist of Populus employees. These team members provide the program support and relationship management to our city partners to ensure our service is adequately meeting their needs. Sourcewell participating members will be assigned a team of experienced Populus employees, dedicated to implementing and managing a successful curb modernization program. Populus has successfully completed 100+ mobility and curb management implementations with cities, both large and small, with zero failures. Leveraging this extensive experience, Populus will serve as an active collaborator for Sourcewell participating members through this project.</p> <p>a) Not applicable, Populus is not a distributor/dealer/reseller.</p> <p>b) Populus is a service provider. The products and services proposed in this RFP are all developed and managed in the United States by full-time Populus Employees. These services are then delivered by a sales and service force that are full-time Populus employees.</p>  | * |
| 17 | If applicable, provide a detailed explanation outlining the licenses and certifications that are both required to be held, and actually held, by your organization (including third parties and subcontractors that you use) in pursuit of the business contemplated by this RFP.   | <p>There are no licenses required broadly in the parking and mobility industry to provide the solutions and technologies outlined in this RFP. In some states and localities, there may be local licenses required for specific business operations, which Populus will acquire as necessary.</p> <p>One of the key technical requirements that is anticipated is the familiarity and experience with the Open Mobility Foundation (OMF)'s Curb Data Specification (CDS) and Mobility Data Specification (MDS). Populus has been a member of the Open Mobility Foundation and Steering Committee member of the CDS and MDS data standards since their inception, and has significant experience providing city-use case feedback through this standards-making body.</p>  | * |
| 18 | Provide all "Suspension or Debarment" information that has applied to your organization during the past ten years.  | Populus Technologies, Inc. has had no "suspension or debarment" events against them in the past ten years.  | * |

**Table 3: Industry Recognition & Marketplace Success**

| Line Item | Question   | Response *  |
|-----------|--|---|
| 19        | Describe any relevant industry awards or recognition that your company has received in the past five years   | <p>Populus is the only mobility data platform company participating in national-level initiatives on shared micromobility to help better understand and create safer solutions for cities and other public agencies. Results of these studies help to inform our platform development to make sure it is the most comprehensive solution available. Populus is also an active and recognized leader in the mobility, transportation, and parking industries including the International Parking and Mobility Institute and National Parking Association. We have also been honored to receive recognition for our contributions with the following awards:</p> <p>International Parking &amp; Mobility Institute (IPMI) 2022 Professional Excellence Award for Innovation: Awarded to CEO &amp; Founder, Regina Clewlow, for her work at Populus.</p> <p>Curb Data Specification (CDS) Founding Steering Committee member: Eliot Muetting, Director of Solutions Engineering.</p> <p>U.S. Department of Transportation: Developing advanced micromobility safety analysis solutions through our national e-scooter safety initiative, in partnership with the U.S. Department of Transportation.</p> <p>Transportation Research Board: Awarded funding with a team led by the Shared Use Mobility Center through the Transportation Research Board's (TRB) Transit Cooperative Research Center to evaluate the relationship between transit and micromobility. Populus was responsible for developing analytics to measure the impacts of micromobility on first- and last-mile transit.</p> <p>Awarded funding with a team led by the University of North Carolina at Chapel Hill through the TRB's Behavioral Traffic Safety Cooperative Research Center to evaluate the current state and local needs around e-scooter safety.</p> |
| 20        | What percentage of your sales are to the governmental sector in the past three years   | Approximately 95% of our sales in the past three years have been to the government sector.  |
| 21        | What percentage of your sales are to the education sector in the past three years  | Approximately 2% of our sales in the past three years have been to the education sector.  |
| 22        | List any state, provincial, or cooperative purchasing contracts that you hold. What is the annual sales volume for each of these contracts over the past three years?          | Currently, Populus does not hold any state, provincial, or cooperative purchasing contracts.  |
| 23        | List any GSA contracts or Standing Offers and Supply Arrangements (SOSA) that you hold. What is the annual sales volume for each of these contracts over the past three years? | Currently, Populus does not hold any GSA contracts or Standing Offers and Supply Arrangements (SOSA).   |

**Table 4: References/Testimonials**

**Line Item 24.** Supply reference information from three customers who are eligible to be Sourcwell participating entities.

| Entity Name *           | Contact Name * | Phone Number *          |
|-------------------------|----------------|-------------------------|
| Miami Parking Authority | Henry Espinosa | (305) 373-6789 Ext. 236 |
| City of Oakland         | Kerby Olsen    | (510) 615-5566          |
| City of San Francisco   | Hank Wilson    | (415) 646-2341          |
| City of Seattle         | Brian Hamlin   | (206) 775-9817          |

**Table 5: Top Five Government or Education Customers**

**Line Item 25.** Provide a list of your top five government, education, or non-profit customers (entity name is optional), including entity type, the state or province the entity is located in, scope of the project(s), size of transaction(s), and dollar volumes from the past three years.

| Entity Name | Entity Type * | State / Province * | Scope of Work * | Size of Transactions * | Dollar Volume Past Three Years * |
|-------------|---------------|--------------------|-----------------|------------------------|----------------------------------|
|-------------|---------------|--------------------|-----------------|------------------------|----------------------------------|



|     |            |                           |   |  |             |   |
|-----|------------|---------------------------|---|--|-------------|---|
| N/A | Government | District of Columbia - DC | Populus was contracted by the U.S. Department of Transportation to leverage and improve new sources of standardized mobility data, from shared dockless scooters and bikes. The scope of the project included providing services to 4 major cities for digital mobility management, as well as to accelerate ITS solutions to integrate additional new data (e.g. regional network data), and crash data to improve micromobility safety.                                       | \$48,220 - Phase 1<br>\$298,816 - Phase 2  | \$347,036   | * |
| N/A | Government | Illinois - IL             | Years 1 and 2: Provided digital mobility management solutions to a large metropolitan agency for oversight of the city's mobility program. The overall scope included advising on the digital mobility permit, data and software implementation including data warehousing, digitization of policies and publication to mobility operators, dynamic policies for parking and distribution of vehicles, including the management of curbside parking by shared mobility devices. | \$45,000 - Year 1<br>\$49,500 - Year 2<br>\$40,500 -<br>Year 1 - additional solutions and services | \$135,000   | * |
| N/A | Government | California - CA           | Provided digital mobility management solutions to a large Southern California city for oversight of the city's mobility program. The overall scope included advising on the digital mobility permit, data and software implementation including data warehousing, digitization of policies and publication to mobility operators, dynamic policies for parking and distribution of vehicles, including the management of curbside parking by shared mobility devices.           | \$29,000 - year 1<br>\$26,400 - year 2<br>\$40,000 - year 3<br>\$38,000 - year 4                   | \$133,400   | * |
| N/A | Government | ON - Ontario              | Provided digital mobility management solutions to a large Canadian city for oversight of the city's mobility program. The overall scope included advising on the digital mobility permit, data and software implementation including data warehousing, digitization of policies and publication to mobility operators, dynamic policies for parking and distribution of vehicles, including the management of curbside parking by shared mobility devices.                      | \$22,000 - year 1<br>\$22,423 - year 2<br>\$23,664 - year 3  | \$68,086.44 | * |

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| N/A | Government | Indiana - IN | Provided digital mobility management solutions to a large metropolitan agency for oversight of the city's mobility program. The overall scope included advising on the digital mobility permit, data and software implementation including data warehousing, digitization of policies and publication to mobility operators, dynamic policies for parking and distribution of vehicles, including the management of curbside parking by shared mobility devices, and invoicing of vehicle operators for parking and zone-based policies. | Year 1: \$20,000<br>Year 2: \$20,000<br>Year 3: \$23,000<br>Year 4: \$23,000<br>Year 5: \$26,500 | \$112,500 | * |
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**Table 6: Ability to Sell and Deliver Service**

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

| Line Item | Question  | Response *  |   |
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| 26        | Sales force.  | <p>Populus maintains an internal sales team with its own full-time staff. Thus, the Populus sales team sells directly to our customers. The sales team is made up of three FTE employees, one based in the United States (San Francisco) and two based in Europe (one in France and one in Italy). These team members are each experts in their own right on curb management, the challenges facing the public right of way, and data standardization and analysis. The sales team is also directly supported by the Populus executive team members, notably CEO and Founder, Regina Clewlow. The sales team employees' responsibilities also overlap with the service force team (see below) and provide relationship management and communications with our existing customers.</p> <p>Participating Sourcewell members will have a single point of contact within our sales organization to guide their procurement process and offer resources and advisory for maximizing the impact of their Populus solution.</p>  | * |
| 27        | Dealer network or other distribution methods.   | Not applicable, Populus' business nature does not require it to have a dealer network or other distribution methods.  | * |
| 28        | Service force.  | <p>Populus maintains an internal service force with its own employees, including Customer Success Managers, Operations, Solution Engineering, Geospatial, and Software Engineering employees. Thus, the Populus service team is always available and in direct communication to serve our customers. The service team is made up of approximately three FTE employees, plus the Engineering team, all based in the United States, including San Francisco and Seattle. The service team also is supported by the sales team with customer communication and relationship management.</p> <p>The Service force would include the following employees:</p> <p>Senior Mobility Partnerships Manager: primary responsibility is providing Customer Success<br/>           Director of Solution Engineering: responsibilities include technical support and solution engineering<br/>           GIS Analyst: primary responsibility is providing geospatial support<br/>           Engineering Team: responsibilities include fixing software bugs and new feature development</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. | Populus handles the sales and ordering process directly with the customer. The Populus platform is delivered with a monthly or annual software-as-a-service subscription model to cities. We have worked with over 100 cities and are familiar with all forms of procurement, we are happy to adapt to what your purchasing process is.   | * |

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| 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>Populus has an internal customer service team that directly provides support and communication with our providers and customers. Populus works closely with our customers to understand their program goals and help them achieve their desired outcomes. This begins with onboarding sessions and training for all team members and continues with regular check-ins at your preferred cadence.</p> <p>The agency's Customer Success Manager (CSM) will be available during work hours by phone, video, or email, and our platform-integrated help system is available 24/7. Each CSM will conduct regular check-ins to ensure that we continue to meet expectations and to explore opportunities to further assist the agencies. Our help system includes a chat function, FAQs, and other articles to aid users in navigating the platform.</p> <p>Populus provides best-in-class customer support for our city and agency partners. Our Customer Success team on-boarding and resources include, but are not limited to: 1) Initial onboarding and training sessions for new staff members; 2) Ongoing support during operating hours; 3) Ongoing on-boarding for new users; 4) Updated training materials and best practice recommendations (recorded training sessions, access to the Populus help library, case studies, etc.); and 5) Training and training materials.</p> <p>Our team will be able to provide any continued on-boarding sessions for any new users over the course of the cities' and agency's programs. They will also be invited to participate in our recurring public, and customer-only webinars featuring updated best practices on curb management, and new platform features.</p> | * |
| 31 | Describe your ability and willingness to provide your products and services to Sourcwell participating entities in the United States.   | <p>Populus is already providing our Curb Manager product and services to cities across the United States, including Miami, Chicago, Seattle, Oakland, and San Francisco. Thus, we have the ability and willingness to provide our products and services to any Sourcwell participating entities. Populus develops, supports, and provides continuous improvement to digital infrastructure services that empower cities to digitally manage their public right-of-way. Our robust curb management solutions are designed for scale. We host and disseminate curb and mobility management policies with increasingly complex rules, as well as process more than 1 billion geospatial data points on our platform.</p>   | * |
| 32 | Describe your ability and willingness to provide your products and services to Sourcwell participating entities in Canada.  | <p>Currently, Populus is providing our curb management services to one Canadian city, Edmonton. In addition, Populus provides our mobility management services to a handful of Canadian cities, including Ottawa, Calgary, Kelowna, and many others, and thus we have the ability and willingness to provide our products and services to additional Sourcwell participating entities in Canada. Populus develops, supports, and provides continuous improvement to digital infrastructure services that empower cities to digitally manage their public right-of-way. Our robust curb management solutions are designed for scale. We host and disseminate curb and mobility management policies with increasingly complex rules, as well as process more than 1 billion geospatial data points on our platform.</p>   | * |
| 33 | Identify any geographic areas of the United States or Canada that you will NOT be fully serving through the proposed contract.  | <p>Populus will serve ALL geographic areas of the United States and Canada through this proposed contract.</p>  | * |
| 34 | Identify any Sourcwell participating entity sectors (i.e., government, education, not-for-profit) that you will NOT be fully serving through the proposed contract. Explain in detail. For example, does your company have only a regional presence, or do other cooperative purchasing contracts limit your ability to promote another contract? | <p>Populus can and will serve ALL Sourcwell participating entity sectors through our proposed contract.</p>   | * |
| 35 | Define any specific contract requirements or restrictions that would apply to our participating entities in Hawaii and Alaska and in US Territories.  | <p>Populus does not have any specific contract requirements or restrictions that would apply to Sourcwell participating entities in Hawaii, Alaska, and in US Territories. As mentioned previously, Populus currently provides our platform and services to cities within the United States, Canada, and a handful of cities in Europe.</p>   | * |

**Table 7: Marketing Plan**

| Line Item | Question   | Response *  |
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| 36        | Describe your marketing strategy for promoting this contract opportunity. Upload representative samples of your marketing materials (if applicable) in the document upload section of your response. | <p>Populus leverages a multi-channel Marketing approach for promotional initiatives. The Marketing team will extend this same strategy to promote this contract opportunity. First, Populus will plan to produce a press release, with approval from Sourcewell, to announce our award. The announcement will be published on the Populus website and will then be shared with our media list to garner further reach through trusted government and technology focused publications. We will also plan to share the announcement and link to release via our primary corporate social media channel, LinkedIn.</p> <p>Following the initial announcement, reference to our Sourcewell contract will become integrated into our wider Marketing initiatives. Populus is active in producing content that is relevant to the mobility and parking industries. This content comes in the form of blogs, whitepapers, and infographics. When relevant, Populus plans to make reference to our relationship with Sourcewell. Similarly, Populus attends a variety of conferences and trade shows with regional and national parking and mobility industry groups. During these events we will produce printed content to distribute at our booths that highlights our relationship with Sourcewell. Populus would also like to invite Sourcewell representatives to join a digital webinar, hosted by Populus, to discuss our relationships and promote the benefits of cooperative purchasing with our audience.</p> <p>Mention and reference to our relationship with Sourcewell will also be included in our more targeted email campaigns sent via our Marketing and Customer Relationship Platform. In these direct communications we can include relevant links for contacts to learn more about Sourcewell and what it means to become a participating entity if they are not already engaged. Populus will also plan to annotate our sales enablement materials to highlight our Sourcewell relationship. This will include slides in our primary sales presentation.</p> <p>Finally, following contract and success with a Sourcewell participating entity, Populus intends to produce a Customer Case Study that covers the challenge the City was facing, how they leveraged Sourcewell to identify and procure a solution, and the story of how our solutions have impacted and benefited their organization. In this content, we will also hope to include quotes from Sourcewell representatives regarding this contract opportunity.</p> |
| 37        | Describe your use of technology and digital data (e.g., social media, metadata usage) to enhance marketing effectiveness.  | <p>Populus maintains a comprehensive technology stack to support our Marketing initiatives. Hubspot serves as our primary customer relationship management system as well as our marketing automation tool. Squarespace serves as our website content management system. LinkedIn serves as our primary social media tool. Through each of these tools, Populus is able to track contact and company engagement with our activities and promotions of this contract award. The team can leverage this tracking information on visitors, clicks, opens, and form completions to do more targeted follow-ups and meetings with individual prospective contacts.</p> <p>Populus also will hope to collaborate with Sourcewell to better understand their participating entity community so that we can directly target them with personalized content.</p>   |
| 38        | In your view, what is Sourcewell's role in promoting contracts arising out of this RFP? How will you integrate a Sourcewell-awarded contract into your sales process?                                | <p>Upon communication of intent to buy from a city, we will hope to engage them directly with Sourcewell to explore resources on how they can take advantage of Sourcewell's cooperative purchasing power. Populus may request collaboration from Sourcewell to develop a guide or FAQ for entities hoping to take advantage of the awarded contract. As the expert on cooperative purchasing, Populus hopes that we can refer interested entities and prospects to Sourcewell to help navigate questions about the program and the details of the contract. Populus also hopes to be included in Sourcewell's online cooperative purchasing vendor contracts. This will empower us to directly link prospective buyers to those pages for reference to contract and additional context on Sourcewell.</p> <p>Populus also intends to develop a clear process for Sourcewell attributed revenue and customers within our internal systems. A dedicated member of our sales organization will track and manage inbound opportunities surfaced via our relationship with Sourcewell. This will then inform internal Populus management on our deal flow and sales opportunities as a result of this relationship. The executive team will review this data in our weekly pipeline and sales review meetings.</p>  |
| 39        | Are your products or services available through an e-procurement ordering process? If so, describe your e-procurement system and how governmental and educational customers have used it.            | <p>Our products and services are not available through e-procurement ordering process at this time. We manage demo and pricing requests through online forms however the nature of our products are not aligned with a more parts format for purchases.</p>   |

**Table 8: Value-Added Attributes**

| Line Item | Question  | Response *   |
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| 40        | Describe any product, equipment, maintenance, or operator training programs that you offer to Sourcwell participating entities. Include details, such as whether training is standard or optional, who provides training, and any costs that apply. | <p>In support of the City's and its partners' program needs, we will employ a mature and robust management approach that incorporates industry best practices. Our established systems and processes paired with our expertise, experience, strong operator relationships, and dedicated staff ensure that we will be able to meet and exceed all requirements of the program. Our dedicated partnerships staff nurtures existing relationships and forges new ones continuously.</p> <p>Populus provides best-in-class customer support for our city and agency partners. Our customer success team has been supporting the management of cities' shared micromobility programs since the first scooter permits were established in 2018. Our Customer Success team training and resources include, but are not limited to:</p> <ol style="list-style-type: none"> <li>1) Initial onboarding and training sessions for new staff members.</li> <li>2) Ongoing support during operating hours.</li> <li>3) Ongoing onboarding for new users.</li> <li>4) Updated training materials and best practice recommendations (recorded training sessions, access to the Populus help library, case studies, etc.)</li> </ol> <p>All training sessions will be recorded for future reference, and additional recorded modules are available in our in-app Help Center. Our team will set up training sessions regarding new features or other software updates as needed. We also host quarterly product update webinars for our customers and issue a bimonthly comprehensive product update with videos.</p> <p>Our experienced Customer Success team will conduct a Kick-off Onboarding Training Meeting, which includes, but is not limited to:</p> <ol style="list-style-type: none"> <li>1) Agency and City Staff introductions and overview of the Populus Platform;</li> <li>2) Review of data feeds, both historical and real-time;</li> <li>3) Subscription Details (level of access, features included);</li> <li>4) Customer Support (Customer Success Manager intro, cadence of check-ins, resources available including our help center, Intercom system, emails, and ad hoc meetings);</li> <li>5) Configure platform with custom geographies and recurring email reports and notifications;</li> <li>6) Program Goals and Objectives Questions (these will help us further understand the City's priorities); and</li> <li>7) Onboarding Demo during which we focus on what is most important to the stakeholders while also covering core features</li> </ol> |

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| 41 | Describe how your products and services will impact safety and reliability; such as improvement to safety of systems for pedestrians, bicyclists, and the broader traveling public, improve emergency response, etc. | <p>As a leading provider of holistic Curb and Mobility Management solutions for cities, Populus has been at the forefront of delivering data and software solutions to advance transportation safety in cities. In 2020, Populus was awarded a U.S. Department of Transportation grant to develop methods for leveraging new and existing datasets to support transportation safety planning for pedestrians, bicyclists, micromobility, and other vulnerable road users.</p> <p>Populus' Road Safety solutions empower cities to upload network data for existing routes, or new proposed routes into our platform in order to visualize and analyze them alongside new connected vehicle data. For example, many cities leverage these solutions to compare micromobility trip volumes against existing protected infrastructure for cyclists, identify gaps, and accelerate safety improvements.</p> <p>Curbs are increasingly an area of conflict in cities, causing new traffic collisions and safety concerns, where various modes are now competing for space (e.g. cyclists, micromobility users, carsharing, and delivery vehicles). Building on our extensive experience, cities can partner with Populus to standardize, map, and consume new data on the growing demand for city curbs.</p> <p>Populus is uniquely positioned to deliver a comprehensive solution that integrates curb and mobility data, providing a systems approach to improving transportation safety in cities. With our platform, cities can for the first time ever, have the opportunity to integrate multiple real-time datasets across new transportation modes to more accurately understand competing demands for space, make infrastructure changes to improve safety, and save lives.</p> <p>Dynamic policies, implemented through the Populus platform, can provide opportunities to redirect traffic for various road users, including micromobility vehicles, cyclists, and delivery vehicles to reduce conflicts. Using tools within our Mobility Manager platform, cities can publish policies to micromobility fleets to redirect them to use routes that reduce conflict with delivery fleets. Similarly, using our Curb Manager platform, cities can publish variable policies to freight and passenger vehicle fleets to reduce their potential conflicts with cyclists, pedestrians, or other vulnerable road users. These policies are socialized with the Curbs API to make up-to-date regulations readily available to all external stakeholders and curb users.</p> <p>Dynamic policies can also be implemented during emergency or scheduled situations. For example, in the past, cities have leveraged our real-time mobility APIs to push information to operators to manage special circumstances such as major large events (e.g. the Superbowl), large city protests, and weather-related emergencies.</p> <p>Populus empowers cities with the digital tools needed to assess areas of risk, create new policies, and communicate them to an increasingly complex array of road users — improving safety for all.</p> |
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| 42 | Describe how your products and services will improve curb management to allow dynamic pricing, improvements to business access, traffic flow and curb traffic, and any impacts on essential services. | <p>The Populus Curb Manager platform empowers cities to digitize curb and parking regulations, integrate new and existing curb demand data, and make data-driven decisions to improve traffic flow, curbside utilization, and keep businesses thriving.</p> <p>First, Populus partners with cities to inventory curb and parking regulations and convert them into standardized formats that facilitate improved analysis, integration with other datasets, and publication of new policies to curbside operators. Our first-to-market Curbs API for the City of Seattle, is one example of how cities can publish existing, and new, dynamic pricing policies to operators to facilitate improved traffic flow, safety, and sustainability of transportation in cities.</p> <p>Second, our Curb Manager platform and consultative services to create digital parking permits are designed to support improved coordination between increasingly large numbers of connected delivery vehicles, local business, and city transportation services. For example, in the City of Oakland, Populus partners with city staff to launch a Digital Smart Zone permit to enable commercial delivery operators to pay for access to on-street parking seamlessly through a hands-free, hardware-free solution. This frictionless approach means that permitted operators do not need cash or credit cards to pay for parking at designated meters, and instead share parking data with Populus to seamlessly pay for their use of curbsides on a per-minute basis.</p> <p>In Oakland, this new data sharing paradigm provides the opportunity for cities to access new curb demand information to innovate and iterate on new dynamic pricing policies that improve access to businesses, traffic flow, and curbside utilization.</p> <p>Our Curb Manager platform integrates parking data for both supply and demand. Supply is representative of the parking inventory, calculated using detailed information on number of spaces and linear feet dedicated plus the associated policies including rates). Demand is then assessed using parking transactions, data from cameras or sensors, or onboard GPS information from fleet vehicles. The relationship between the demand and supply can inform metrics such as utilization and turn over of specific zones. These metrics can contribute to configure dynamic rates for specific areas. Following integration of real-time data from parking vendors, Populus can work with Sourcewell member staff to configure dynamic pricing policies within the platform.</p> <p>In conclusion, our data-powered platform provides cities with the ability to iterate on new policies, observe parking impacts, and easily assess the effectiveness of curbside policy interventions in achieving city business, safety, and sustainability goals. Policy goals can include business access (number of stops at a given curb), increasing availability at the curb (observing utilization), etc., or even re-allocating parking space to other key use cases for essential services.</p> |
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| 43 | Describe your ability to perform projects related to the USDOT Smart Grant Program. | <p>Our organization is well-equipped and prepared to address the unique challenges outlined in the USDOT Smart Grant Program award recipients' project descriptions for the current round, and our solutions are well-aligned with the broad goals of the grant program.</p> <p>Populus has experience working with several leading cities to digitize their curbs into rapidly-evolving data standards, including the Curb Data Specification (CDS), conduct stakeholder engagement to plan and implement digital smart zones, and develop solutions for data-driven, dynamic policy tools to improve curb safety and sustainability. To date, the Populus team has delivered solutions through paid contracts with the cities of Seattle, San Francisco, Miami, Oakland, and Chicago, to digitize their curbs (e.g. "code their curbs"), both through the collection of new data, as well as integrating and transforming existing city datasets.</p> <p>Our platform and team are uniquely positioned to support USDOT Smart Grant cities during their Stage 1 grant implementations to ensure that they can successfully expand their digital technology roadmaps through Stage 2. Populus is a leading industry member of the Open Mobility Foundation (OMF), where we served on the Founding Working Group that launched the Curb Data Specification (CDS), and continue to serve as a Steering Committee Working Group member to evolve the standard to meet city needs.</p> <p>Our solutions satisfy the common needs that we have observed across the USDOT Smart Grant Program recipients, including the following:</p> <ol style="list-style-type: none"> <li>1. Digital Curb Data Standardization:<br/>Our approach recognizes the importance of standardizing digital curb data. We understand the significance of utilizing the Curb Data Specification (CDS) standard, ensuring interoperability and seamless collaboration between cities. Our commitment is to adhere to and contribute to the development of this standardized data framework, enabling efficient curb management and utilization tracking.</li> <li>2. Stakeholder Engagement:<br/>We emphasize the critical role of engaging with local businesses, urban freight companies, and other stakeholders to build trust and collaboratively address challenges. Populus itself hosts a Curb Innovation Cohort, including stakeholder engagement with delivery operators. Past participants have included Amazon, UPS, FedEx, Sysco, Doordash, and Uber, among others. Our experience in fostering partnerships ensures that curb management projects align with the unique needs of each city, promoting a sense of ownership and shared success.</li> <li>3. Prototype Development and Testing:<br/>Our team is well-versed in evaluating new technologies, including potential parking hardware solutions such as new smart meters, cameras, or sensors. Our platform is designed to ingest, integrate, and publish APIs to support vehicle-to-curb infrastructure (V2I) communication systems. Prototyping ensures the viability of our solutions before full-scale implementation, minimizing risks and optimizing outcomes.</li> <li>4. Designing New Permit Programs and Smart Loading Zones<br/>Populus is well-versed in consulting with cities to design and launch new Commercial Vehicle Permits (CVP), which we have implemented in the City of Oakland, and are implementing in Chicago and Miami. Our team provides professional services to cities to support the design and launch of new curb management programs, building on the best practices of other cities.</li> <li>5. National Collaboration:<br/>Collaborating with the Open Mobility Foundation (OMF) and participating in a national cohort of cities implementing the Curb Data Specification (CDS) standard is integral to our approach. We recognize the value of shared learnings and best practices, contributing to the success of all last-mile freight curb access and smart loading zones. This collaboration strengthens the foundation for Stage 2 deployments and ensures the scalability of proven technologies.</li> </ol> <p>By combining our expertise in technology integration, data-driven decision-making, and collaborative partnerships, we are confident in our ability to drive impactful and sustainable solutions that align with the goals of the USDOT Smart Grant Program. We look forward to the possibility of working closely with each city and other stakeholders to create a lasting positive impact on urban goods delivery and transportation efficiency.</p> |
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| 44 | Describe any technological advances that your proposed products or services offer.  | <p>Populus has a proven track record delivering innovative technology solutions to the public sector. Established by co-founders who have dedicated the past 30+ years of their careers to delivering exactly that, this commitment continues today with new features and functionality added to our Platform on a continuous basis. Over the past 4 years of delivering curb and mobility management technology, our team has proved its ability to rapidly iterate new features and to integrate new datasets as transportation systems continue to evolve. We pride ourselves on our ability to work collaboratively with partners, including other technology vendors (e.g. parking vendors) and mobility operators, with whom we have a broad set of relationships.</p> <p>Populus empowers cities to embrace industry-leading technologies and new data standards that have recently emerged in the industry. In partnership with Populus, cities will join a small cohort of trailblazing cities actively leveraging the Curb Data Specification (CDS) created by the Open Mobility Foundation. Populus acts as an active member of the CDS Steering Committee and will serve as an advocate for cities - voicing their desires for future advancements of the data standard and assuring that the standard will meet all desired use cases as it continues to be developed.</p> <p>Leveraging Populus Curb Manager, cities will also be able to launch the first of its kind hardware free GPS-enabled Digital Smart Zone programs for commercial fleet operators. With these Digital Smart Zones, a city can share dynamic curb policies with commercial and on-demand passenger delivery vehicles about when and where they are legally allowed to park. This provides drivers with the intelligence they need to legally perform loading/unloading activities and avoid tickets. Digital Smart Zones also enable cities to more seamlessly collect revenue from commercial vehicles, rather than relying on drivers to put coins in a meter or use a mobile app. Establishing a consistent data sharing relationship with last mile delivery service providers and gig economy delivery services will bring new order to how, when, where, and with what type of vehicle these companies access the curb.</p> <p>Populus has proven expertise leading at the frontlines of technical and data advances in the mobility and transportation industries. Cities can rely on the successful advancements made by Populus in the micromobility program management industry to have similar impacts on the urban freight industry. Populus will be an active participant and collaborator with cities as they look to engage these urban freight operators in industry shifts. Once committed, cities and operators alike will benefit from leveraging the CDS Events API to better understand curb use behaviors, advocate for changes of curb regulations, and improve access to space where it is needed most. Cities will also be able to leverage data surfaced via the Events API to better observe, regulate, and align curb behavior with city goals as they continue to evolve.</p> |
| 45 | Describe any "green" initiatives that relate to your company or to your products or services, and include a list of the certifying agency for each. | <p>Internally, we make a number of efforts to improve our company's environmental impact. Many of these take place in our company office.</p> <p>In-Office Commitment: We commit to adhere to the following operational practices:</p> <ol style="list-style-type: none"> <li>1. Recycling paper, plastic, aluminum, and other office products and utilizing rechargeable batteries</li> <li>2. Using water coolers and reusable cups rather than bottled water</li> <li>3. Encouraging the use of communal dishware and utensils rather than disposable items</li> <li>4. Go as paperless as possible and using double-sided recycled paper when printing is required</li> <li>5. Turning off electronics at night and on weekends and installing sensors to automatically turn off lights when spaces are not being utilized</li> <li>6. Incentivizing employees to forego the use of single occupancy vehicles and use shared modes of transportation by contributing to commuter benefits accounts</li> <li>7. Allowing San Francisco-based employees to work from home 1-2 days a week to reduce travel</li> <li>8. Considering videoconferencing or teleconference to replace unnecessary travel, where possible</li> <li>9. Using energy-efficient lighting systems</li> <li>10. Using environmentally-friendly cleaning products</li> <li>11. Adjusting the office thermostat during the summer and winter to save energy</li> </ol>  |

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| 46 | Detail any benefits or impact on the climate realized from your offering such as: the reduction of congestion and/or air pollution, including greenhouse gases or improvement of energy efficiency.   | <p>One of our greatest goals as a company is to support the reduction of emissions and the transition to more sustainable modes of transportation and deliveries. Populus has worked at the industry level to help advance both CO2 Emissions and lifecycle analysis of micro-mobility programs. Taking best practices from across the industry and developing a formula that considers all aspects of a program to develop CO2 savings calculations in the Mobility Metrics dashboard. This formula considers trips made by scooters and the replacement rate of other modes based on time and distance traveled, including the replacement of not only car or other carbon intensive trips but also walking and transit.</p> <p>We hope to extend this commitment to green initiatives with our work digitizing the curb. The adoption of the Curb Data Specification brings various benefits to cities and their communities, including Environmental Impacts. By optimizing curb space and promoting sustainable transportation options, cities can reduce emissions and contribute to a cleaner, greener urban environment. By better managing and allocating curb space based on real demand data, cities can reduce double-parking and circling for parking, which can help decrease traffic congestion and the associated emissions. A win for communities around the world.</p> <p>Populus is also supportive of creating new programs that require commercial vehicle fleets over a certain size to report their use of space via CDS. By implementing a program of this kind, city staff will be able to access valuable information for evaluating curbside performance and how infrastructure is incentivizing a city's preferred use of the curb. Should a city be interested in a program of this kind, the data gathered from fleet operators would unveil what type of vehicles are using curbs, how heavy they are, how long it stayed, what purpose it had, and where it was when it stopped at the curb. With this information in hand, a city can then create policies focused on incentivizing the vehicles of a preferred type and size to access the curb and disincentivizing those that have purposes and sizes that the city does not want to encourage. Populus is positioned to collaborate with a city on a policy and program of this type and has the comprehensive tooling to implement, communicate, and monitor policies of this kind with fleet operators. This program may offer a more aggressive strategy for a city to revolutionize how curbs and fleets are managed and can help to further a city's goals of improving safety, achieving decarbonization, and investing in accessibility.</p> |
| 47 | Identify any third-party issued eco-labels, ratings or certifications that your company has received for the equipment or products included in your Proposal related to energy efficiency or conservation, life-cycle design (cradle-to-cradle), or other green/sustainability factors. | <p>Populus' solutions for curb management include Software-as-a-Service (Saas) and no physical hardware products. Thus, Pouplus does not have any issued eco-labels, ratings, or certifications. However, Resilience &amp; Sustainability is one of our seven core company values. We believe that positive change for future generations depends on us building an enduring business that enables our customers to meet their long-term environmental goals, and follow five general principles to this end:</p> <ol style="list-style-type: none"> <li>1. We focus on the triple bottom line: profit, people, and our planet.</li> <li>2. We make sure our day-to-day activities and decisions reflect our environmental values.</li> <li>3. We understand and align our services to our customers' goals and initiatives.</li> <li>4. We know that our ability to continue to support customers is linked to our long-term viability as a profitable company.</li> <li>5. We consider the long-term effects and unintended consequences of our actions.</li> </ol>  |
| 48 | Describe 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 of certification (as applicable) in the document upload section of your response.    | <p>Populus does not hold any WMBE, SBE, or veteran owned business certifications. Supporting diversity is an important company goal, and Populus is the only active mobility management company that was founded by a female of color. We are now a venture-backed company, and are thus ineligible from applying for WBE/MBE status.</p>  |

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|----|---|--|
| 49 | <p>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> | <p>As the industry's leading mobility and curb management platform, Populus offers cities the valuable knowledge, skills, and experience required to assist cities in their important initiatives to modernize curb and parking management. The key reasons the Populus Platform has become the system of choice for major metropolitan regions and advantages of partnering with Populus are detailed below.</p> <p><b>A Pioneer of Mobility and Parking Software Solutions:</b><br/> Populus is a category-defining service provider of data and management solutions purpose-built for mobility and parking professionals with national and global reach. The Populus team was the first to launch a Mobility Manager solution for cities to digitally manage their public right-of-way and parking after shared electric scooters, and associated regulations, emerged between late 2017 and early 2018. As cities across the globe began mobilizing to better manage commercial fleets, reduce transportation climate emissions, improve safety, and recapture parking and curb revenue, Populus launched the industry-leading Curb Manager solution to help cities navigate their digital curb transformation. Populus has since been selected as the curb and mobility management system of choice for cities large and small, such as Chicago, Ottawa, San Diego, Calgary, Oakland, Baltimore, Tel Aviv, and Stockholm. Our solutions have paved the way for cities around the world to begin broadly leveraging digital, data-driven parking and mobility management solutions. Cities trust Populus as an advanced digital platform to assess supply and demand, and then plan, launch, and digitally manage their streets, curbs, and sidewalks.</p> <p><b>A Trusted and Proven Technology Partner:</b><br/> Populus is a leader in data security and has a long track record of successfully managing privacy and confidentiality risks. We were the only mobility data platform company asked to testify at the California Legislature Information Hearing on mobility data sharing in early 2020, alongside leading cities to present the case for key mobility data use cases, privacy risks, and anonymization techniques. We have clear internal policies regarding data privacy and usage that have been vetted by third parties as well as some of the world's largest mobility operators.</p> <p>The Populus team is composed of uniquely qualified advanced technology practice managers, data engineers, systems engineers, and project managers that will play a critical role in delivering the highest quality services and products for cities. We believe that as the mobility ecosystem continues to evolve, public agencies require access to high-quality data that empowers them to ensure that the future of transportation is safe, equitable, and sustainable.</p> <p><b>A Comprehensive Curb and Mobility Management Solution:</b><br/> As market pressures evolved and the needs of cities shifted, Populus extended our suite of solutions from shared mobility to the curb, which faces increasing pressure as new business concepts promising immediate delivery continue to emerge. We are the only solution with both mobility and curb management solutions, through which we transform existing city curb inventory data (e.g., parking policies) into standardized formats (e.g. CDS). We analyze data from connected, commercial fleet vehicles to provide a more comprehensive view of how city curbs are utilized, as well as to implement Smart Loading Zones — a new technology that has recently been leveraged by the City of Oakland, City of San Francisco, Miami Parking Authority, City of Chicago, and the City of Seattle.</p> <p>Populus offers the industry's most comprehensive curb management technology.</p> <p>New developments that cities can expect with Populus as an innovation partner:</p> <ol style="list-style-type: none"> <li>1. Our Parking Insights solution brings together data to measure and analyze curb demand from multiple sources incl. existing parking systems, new sensor or camera technologies, and connected vehicles.</li> <li>2. Our Curb Manager platform is the first to have produced a Curbs API on behalf of cities to digitize and communicate their parking regulations, launched for Seattle, Chicago, and Miami.</li> </ol> <p><b>Data Standardization Expertise:</b><br/> In our commitment to open standards, members of our product and engineering team go above and beyond most other SaaS platform solutions to serve on the Open Mobility Foundation (OMF) Mobility Data Specification (MDS) Steering Committee, which defines the data standards that micromobility analysis platforms utilize. These team members have also become leading experts on the Curb Data Specification (CDS) Steering Committee. Members of our team are also key players in the development of mobility data standards broadly, including Mobility Data and the Alliance for Parking Data Standards (APDS).</p> <p>By partnering with Populus, cities will have the opportunity to ensure that its next generation curb data platform is built leveraging city-led data standards for modern curb and mobility management. The Populus team is a longstanding technical leader in the industry, and by partnering with our team, cities will have a trusted partner advocating for their needs within global data standards-making bodies.</p> |
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**Table 9A: Warranty**

Describe in detail your manufacturer warranty program, including conditions and requirements to qualify, claims procedure, and overall structure. You may upload representative samples of your warranty materials (if applicable) in the document upload section of your response in addition to responding to the questions below.

| Line Item | Question  | Response *  |
|-----------|---|---|
| 50        | Do your warranties cover all products, parts, and labor?  | Yes, our warranties cover all products and services. These are provided in the attached document: Warranty Information.   |
| 51        | Do your warranties impose usage restrictions or other limitations that adversely affect coverage?   | No, our warranty does not impose usage restrictions or other limitations that adversely affect coverage.  |
| 52        | Do your warranties cover the expense of technicians' travel time and mileage to perform warranty repairs?   | Not applicable, as we do not provide on-site hardware or software solutions. All repairs and software maintenance is done remotely and included in the software subscription license. |
| 53        | Are there any geographic regions of the United States or Canada (as applicable) for which you cannot provide a certified technician to perform warranty repairs? How will Sourcewell participating entities in these regions be provided service for warranty repair? | Not applicable, as we do not provide on-site hardware or software solutions.  |
| 54        | Will you cover warranty service for items made by other manufacturers that are part of your proposal, or are these warranties issues typically passed on to the original equipment manufacturer?  | Populus will pass warranties to hardware manufacturers, should they be purchased as part of our proposal as a prime vendor.   |
| 55        | What are your proposed exchange and return programs and policies?   | In the event of a breach of warranty, Populus will, at its discretion, either repair or replace the defective software or provide a refund of the purchase price.                     |
| 56        | Describe any service contract options for the items included in your proposal.  | In the event of a breach of warranty, Populus will, at its discretion, either repair or replace the defective software or provide a refund of the purchase price.                     |

**Table 9B: Performance Standards or Guarantees**

Describe in detail your performance standards or guarantees, including conditions and requirements to qualify, claims procedure, and overall structure. You may upload representative samples of your performance materials (if applicable) in the document upload section of your response in addition to responding to the questions below.

| Line Item | Question   | Response *   |
|-----------|--|--|
| 57        | Describe any performance standards or guarantees that apply to your services | <p>The Populus platform is entirely cloud-based software and is hosted in a highly secure Google Cloud environment with superior reliability and scalability to ensure maximum availability for our customers. The Populus platform offers a 99% uptime SLA as measured by synthetic monitoring implemented in NewRelic. We resolve all issues within 24-72 hours, if not sooner.</p> <p>Additional requirements that may be relevant for the delivery of curb management platform services include the uptime and reliability of external, third-party data sources such as parking meters, mobile pay, or sensor data. Populus does not directly control these data streams, but our team works diligently with third-party operators that cities require/request share data with Populus in the event that any third-party's data is temporarily unavailable to ensure that the client is satisfied with our solutions.</p> |

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| 58 | Describe any service standards or guarantees that apply to your services (policies, metrics, KPIs, etc.)           | <p>The above is also true for Populus services. At Populus, we are committed to delivering a reliable and scalable platform supported by gold-standard services that ensure optimal experience for our city partners. Populus staff go above and beyond what is required to ensure satisfaction of all services. Services include a highly responsive Customer Success team providing regular support and access to expertise from industry veterans. Our team's project management techniques and committed capacity for this project will assure the completion of projects within schedule and budget. We resolve all issues within 24-72 hours, if not sooner.</p> <p>Our commitment to service excellence and proactive collaboration with city partners and third-party operators underscores our dedication to meeting and exceeding the expectations of Sourcewell members. Internally, we maintain a culture of continuous improvement and use a variety of metrics on project delivery effectiveness, win rate, customer retention, support issue resolution, and more to help us manage our performance against this commitment.</p>   |
| 59 | Describe how you will measure cost savings and/or performance improvements with the utilization of your solutions. | <p>Populus Customer Success works closely with city partners to monitor and measure success of their programs. Based on Sourcewell members' specific objectives, the Populus team can isolate key metrics to regularly report on cost and time savings achieved by the city. This metric tracking can also be leveraged to measure the performance and utilization of curbs and how it compares to city goals. Some additional detail on how components of the Curb Manager Platform can be utilized to measure impact and improvements in a city are included below:</p> <p>Populus Curb Manager delivers a neutral, single source of truth for all parking data in the Parking Insights feature. By consolidating disparate parking datasets into a unified platform, cities gain comprehensive insights into parking usage, trends, and demand. The analytical capabilities of Parking Insights empower cities to make informed decisions with greater speed and optimize parking infrastructure for improved efficiency. This improved efficiency can be measured by metrics produced by Populus including average dwell time, turnover, and usage patterns.</p> <p>Populus facilitates the digitization and efficient management of curb regulations. By centralizing and digitizing regulatory information, cities can streamline compliance monitoring, reduce manual errors, and enhance enforcement capabilities. The Curb Regulations feature acts as a centralized hub for managing and updating regulatory information, ensuring accuracy, compliance, and data integrity. The Curbs API, which Populus can publish on behalf of a city, then promotes interoperability and data sharing for seamless integration with other city systems and external curb users. The digital record ensures real-time accessibility to curb regulations with the intention to have measurable impact on compliance and a reduction on parking violations, which Populus can work with a city to measure and report on regularly.</p> <p>To measure the impact of Populus Curb Manager on cost savings and performance improvements, our approach includes:</p> <p>Baseline Assessment - conducting a comprehensive assessment of existing parking and curb management operations to establish key performance indicators (KPIs) and cost benchmarks.</p> <p>Implementation Metrics - tracking key implementation metrics including the digitization rate of curb regulations, historical trend of curb utilization, and current state of parking violations.</p> <p>Operational Efficiency - measuring the current and future time and effort spent on manual interventions to facilitate compliance and conduct field enforcement.</p> <p>Financial Impact - evaluating impact by comparing revenue forecasts with actual revenue generated from better publicizing curb regulations and launching Digital Smart Zone permit programs.</p> <p>Continuous User Feedback - Populus continually seeks feedback from city stakeholders to capture qualitative measures of user satisfaction and improvements from our partnership.</p> <p>Populus looks forward to working with individual Sourcewell members to refine our approach and align it to the city's specific requirements.</p> |

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| 60 | Describe how you use Curb Data Specification (CDS) and how you would further develop these standards in the future.                           | <p>With the rapid growth of new mobility services and the increasing importance of data-driven decision-making in city planning and operations, the CDS offers a unified framework that streamlines the collection and exchange of curb data to support key use cases such as digital smart zones. CDS facilitates interoperability among various stakeholders in the urban mobility ecosystem, including cities, mobility operators, and technology providers. It standardizes the data elements required to effectively manage curb space, offering cities the tools they need to make informed decisions and optimize the use of their valuable curbside assets.</p> <p>Populus has been a leader in the industry data standard space since early 2018. We have led on both steering committees for the Open Mobility Foundation (OMF) MDS and CDS that are shaping this industry and continue to develop and deploy new tools for cities to leverage these new data standards to usher in the future of digital infrastructure. As a Steering Committee member, Populus helps guide the Curb Data Specification, ensuring cities receive the most accurate, current, and useful data to manage their programs. This also ensures that we are prepared to support new enhancements to the standard in advance of them becoming more broadly announced. Populus will serve as an advocate for Sourcewell members within this committee - ensuring new enhancements made to the standard are aligned with city use cases and needs.</p> <p>Populus' Curb Manager platform is designed to support cities' implementation of CDS, from digitally representing their curbs in a common language to bringing in new data from fleet operators. As cities continue to evolve and adapt to the changing landscape of transportation, Populus remains committed to helping them make the most of their curbside assets through innovation and the adoption of digital tools that improve the sustainability and safety of our streets.</p> <p>Our curb regulations platform provides cities with digital solutions no matter what their starting point. Populus can convert existing data from ArcGIS or other custom formats into the city-adopted Curb Data Specification (CDS) to futureproof your curb management plans. We also support the collection of new curb regulation data through our easy-to-use software. Cities are partnering with Populus to publish their first curb regulations using the CDS API format to facilitate digital communication with connected vehicle fleets (e.g. delivery, autonomous vehicles).</p> <p>In the City of Oakland, Populus supported the city in creating a first of its kind Smart Loading Zone permit to enable commercial fleet vehicles to seamlessly access curbside loading zones by reporting their use of the space with CDS. In the City of Seattle, Populus has helped the City convert the city's existing and extensive curbside regulation data into the CDS format to empower the city to pursue new curbside management techniques.</p> |
| 61 | Describe your experience with Mobility Data Specification (MDS), as well as how you use MDS to help improve agencies' transportation systems. | <p>In 2018, Populus launched the industry's first mobility management platform, Populus Mobility Manager, becoming the first platform to provide data for cities in the General Bikeshare Feed Specification (GBFS) and Mobility Data Specification (MDS) formats. Today, the Populus platform can ingest data from shared bikes, both dockless and station-based systems, e-bikes, scooters, carshare, mopeds, and delivery fleets. We now securely receive data from over 40 operators in over 100 cities to support transportation policy and planning. Our work on the MDS Working Group Steering Committee, helps guide the latest release of MDS, which supports more accurate vehicle and trip counts that we led defining. Populus also provides data validation/ health checks of operator data, producing daily reports of MDS data sharing compliance. Policies designed in Populus can also be communicated to operators using the current version of the MDS Policy specification.</p> <p>The Populus platform uses all versions of the Mobility Data Specification (MDS), ranging from v1.2 to v2.0, including Provider, as well as MDS Policy, Agency, and the Vehicles Endpoint. MDS 2.0 allows for further transformation and advancements of how cities can monitor, regulate, and plan for new mobility services in their communities. New modes including taxi, ride hail, gig service, sidewalk delivery robots, delivery providers, and autonomous vehicles are all now available within the MDS structure. As increasing volumes of these modes enter the roadways in cities across the country, Populus remains committed to empowering cities with the data analytics and tooling necessary to manage them appropriately.</p> <p>Populus plays a pivotal role in enhancing city transportation systems by providing comprehensive tools and insights for effective management of shared mobility services. Leveraging MDS, Populus has become the preferred choice for transportation planners due to extensive data analysis features, reliable data accuracy, and ability to support complex geospatial analyses.</p>   |

**Table 10: Payment Terms and Financing Options**

| Line Item | Question   | Response *   |   |
|-----------|--|--|---|
| 62        | Describe your payment terms and accepted payment methods.  | Populus operates on Net-30 payment terms and we accept payment via Automated Clearing House (ACH), wire transfer, or check.  | * |
| 63        | Describe any leasing or financing options available for use by educational or governmental entities.   | We do not offer leasing or financing options.  | * |
| 64        | Describe any standard transaction documents that you propose to use in connection with an awarded contract (order forms, terms and conditions, service level agreements, etc.). Upload a sample of each (as applicable) in the document upload section of your response. | <p>Populus offers Terminal Services on both a trial and paid basis.</p> <p>These Terms of Service For Users of Terminal Services ("Terms of Service") together with our Privacy Policy, and any applicable Order Form ("Order") issued hereunder, (collectively, the "Agreement"), is between Populus Technologies, Inc., a Delaware corporation, with a place of business at 177 Post Street, Suite 200, San Francisco, CA 94108, and you (and, if applicable, the company you represent, collectively referred to in this document as "Customer"). If you are accepting this Agreement on behalf of a government entity, a company, or other entity, you represent and warrant that: (a) you have full legal authority to bind that agency, company, or entity to this Agreement; (b) you have read and understand this Agreement; and (c) you and your agency, company, or entity agree to this Agreement. You acknowledge that this Agreement is legally binding and shall have the same legal validity and enforceability as a manually executed contract, to the fullest extent permitted by applicable law.</p> <p>Our full Terms of Service can be found at <a href="https://www.populus.ai/legal/terms-of-service">https://www.populus.ai/legal/terms-of-service</a>.</p> <p>Our Privacy Policy can be found at <a href="https://www.populus.ai/legal/privacy-policy">https://www.populus.ai/legal/privacy-policy</a>.</p> <p>Please find a sample Contract Transaction Document uploaded in the Documents section of the portal.</p> | * |
| 65        | Do you accept the P-card procurement and payment process? If so, is there any additional cost to Sourcewell participating entities for using this process?   | We do not accept the P-card procurement and payment process.   | * |

**Table 11: Pricing and Delivery**

Provide detailed pricing information in the questions that follow below. Keep in mind that reasonable price and product adjustments can be made during the term of an awarded Contract as described in the RFP, the template Contract, and the Sourcwell Price and Product Change Request Form.

| Line Item | Question  | Response *  |
|-----------|---|---|
| 66        | 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.                                | The Populus Pricing detail is included as an attachment to this response. Our pricing model is based on line-item discounts to each of the relevant components of our complete Curb Manager Platform.   |
| 67        | 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.  | Populus offers a range of discounts to Sourcwell participating agencies. This range varies from a 5% to a 60% discount off of list price for our key Curb Management software, data, and consultative services.<br><br>Additional details are provided in the attached Pricing attachment on a per line item basis. |
| 68        | Describe any quantity or volume discounts or rebate programs that you offer.  | Volume discounts of up to 25% will also be offered for volume purchases of consulting hours for the digitization of curbs through either the translation of existing data or the collection of new datasets.  |
| 69        | Propose a method of facilitating "sourced" products or related services, which may be referred to as "open market" items or "nonstandard options". 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.  | Sourced products or related services, such as hardware solutions not offered directly by Populus will be supplied at cost.  |
| 70        | 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. | Populus has not provided the pricing for camera or sensor solutions that may be subcontracted through Populus as a prime vendor for Sourcwell participants.   |
| 71        | If freight, delivery, or shipping is an additional cost to the Sourcwell participating entity, describe in detail the complete freight, shipping, and delivery program.   | Not applicable as Populus delivers cloud-based software as a service technology. There is no physical hardware required.  |
| 72        | Specifically describe freight, shipping, and delivery terms or programs available for Alaska, Hawaii, Canada, or any offshore delivery.   | Not applicable because Populus does not have any physical products that need to be shipped.   |
| 73        | Describe any unique distribution and/or delivery methods or options offered in your proposal.   | Not applicable because Populus does not have any physical products that need to be shipped.   |

**Table 12: Pricing Offered**

| Line Item | The Pricing Offered in this Proposal is: *                          | Comments  |
|-----------|---|---|
| 74        | d. other than what the Proposer typically offers (please describe). | Populus is proud to offer Sourcwell participating members the discounts listed within our Pricing attachment. This preferred pricing represents our significant enthusiasm to leverage the Sourcwell partnership for sales of our Curb Manger Platform. |



**Table 13: Audit and Administrative Fee**

| Line Item | Question   | Response *  |
|-----------|--|---|
| 75        | Specifically describe any self-audit process or program that you plan to employ to verify compliance with your proposed Contract with Sourcewell. This process includes ensuring that Sourcewell participating entities obtain the proper pricing, that the Vendor reports all sales under the Contract each quarter, and that the Vendor remits the proper administrative fee to Sourcewell. Provide sufficient detail to support your ability to report quarterly sales to Sourcewell as described in the Contract template. | Populus goes through a month-end close process that includes the collection of financial accounting information, review, and reconciliation on a monthly and quarterly basis. As a part of this process, Populus maintains a database containing all contract details and would include the administrative fees and remittance instructions for any contract finalized through Sourcewell.  |
| 76        | If you are awarded a contract, provide a few examples of internal metrics that will be tracked to measure whether you are having success with the contract.  | <p>Populus uses a variety of metrics to indicate the level of success and engagement with a city partner. Below we have provided a list of sample metrics that could be used to measure the success of this project:</p> <p>Timeline Metric: On-time completion of all agreed-upon deliverables</p> <p>Completeness Metrics: The % of curbs in a city digitized and the number of datasets ingested from parking transaction vendors (meter, mobile pay, sensors, cameras, etc.)</p> <p>Usefulness Metrics: Number of city staff logins, Number of report downloads, Number of dashboard views</p> <p>Understanding Metrics: Around when and where curbs are used, Around usage of different curb classifications, Around the relationship between the number of parking events in a given area and congestion, infrastructure (e.g., whether there is or is not a bike lane or sidewalk), and other transportation use data to help inform the City's understanding of user safety perception.</p> |
| 77        | Identify a proposed administrative fee that you will pay to Sourcewell for facilitating, managing, and promoting the Sourcewell Contract in the event that you are awarded a Contract. This fee is typically calculated as a percentage of Vendor's sales under the Contract or as a per-unit fee; it is not a line-item addition to the Member's cost of goods. (See the RFP and template Contract for additional details.)   | Populus proposes a 1% administrative fee to be paid to Sourcewell upon contract signing. This fee will be calculated based on the annual SaaS subscription price for cities.  |

**Table 14A: Depth and Breadth of Offered Equipment Products and Services**

| Line Item | Question  | Response *  |
|-----------|---|---|
| 78        | Provide a detailed description of the equipment, products, and services that you are offering in your proposal. | <p>Populus is a transportation technology company built on decades of deep technical experience delivering innovative data solutions in partnership with the public sector. Now the industry's leading provider of curb, parking, and mobility management solutions, Populus empowers cities to build the digital infrastructure required to manage the future of mobility and connected vehicles.</p> <p>Through this proposal, Populus is offering our Curb Manager software platform, including specific product features outlined below that meet cities' needs for active curb management. Further, Populus is offering to provide consultative services by our experienced team to support the creation of digital curb management permits, launch smart loading zone programs, collect and translate curb inventory data into commonly used standards, and other related services.</p> <p>Populus can partner with cities from project management through implementation to launch new curb management technologies to dynamically manage their curbs to improve transportation safety, traffic flow, and sustainability. A brief overview of the products and services we are offering in this proposal are outlined below.</p> <p><b>A. POPULUS CURB REGULATIONS: DIGITIZATION OF INVENTORY AND REGULATIONS</b></p> <p>Populus' innovative Curb Regulations solution revolutionizes city curb management. Trusted by leading U.S. cities, including Seattle, San Francisco, Chicago, Oakland, and Miami, our platform digitizes curb inventory and regulations, adhering to city-approved data standards including the Curb Data Specification (CDS). As a key</p> |

player in the Open Mobility Foundation (OMF), we've been actively shaping standards since 2020 when we were an active partner in launching CDS 1.0.

Our platform seamlessly integrates existing city datasets and supports the collection of new curb inventory data in the field, converting non-standard data to the CDS format. A user-friendly interface provides cities with a geospatial map view to visualize and edit curb regulations efficiently. Beyond standardization, Populus is at the forefront of digital mobility management, actively influencing and shaping future data standards. With us, cities gain an experienced partner to digitize their curbs, ensuring alignment with the latest standards and future-ready solutions for connected vehicle fleets and evolving mobility technologies.

#### B. SENSOR AND CAMERA EVALUATION, IMPLEMENTATION, AND INTEGRATION

Populus offers a comprehensive platform that seamlessly integrates real-time data from diverse sources, such as sensors, cameras, and other parking technologies, providing cities with a holistic view of their curb and parking systems. Our vendor-agnostic platform is built on open data standards, fostering collaboration with various hardware providers to deliver optimal Intelligent Transportation System (ITS) solutions.

For the purposes of this RFP, we are already currently partnered with two potential vendors for these technologies: eleven-x (for sensors) and Automotus (for cameras). As a vendor-agnostic platform, Populus can support the evaluation of, purchase, and subcontracting to a variety of camera or sensor vendors if desired by a city.

Populus stands ready to deliver a complete suite of curbside management solutions to cities, encompassing the digitization of curbs, procurement, and installation of camera- or sensor-based hardware. With a vendor-agnostic approach and over 6 years of industry-leading experience, our team is well-equipped to collaborate with multiple hardware providers in a rapidly-evolving landscape, ensuring cities receive reliable solutions that meet their curb management needs.

#### C. ISSUE APPLICATION PROGRAMMING INTERFACES (APIS) AND BUILD SERVICES AROUND THEM

Since 2018, Populus has been at the forefront of providing innovative software solutions based on open data standards, actively contributing to the evolution of modern mobility and curb management software platforms. Our platform issues and leverages widely adopted data standards defining the formats for application programming interfaces (APIs) that drive contemporary mobility solutions. Key aspects of our API-driven services include:

- Historical and real-time monitoring and performance reporting based on connected vehicle and parking technology data.
- Curb availability and parking insights through API-based analysis of diverse curb and parking event data sources.
- Predictive modeling to support data-driven curb and mobility policy recommendations.

Our platform facilitates secure data exchanges through APIs in various capacities:

- Ingesting real-time and historical data from over 40 global mobility operators; we are consistently the first platform to integrate new modes of transportation such as shared e-scooters, carsharing, and delivery robots.
- Collaborating with mobility operators to deliver compliant APIs to cities in city-defined formats, adhering to modern data standards.
- Utilizing APIs to deliver key mobility and parking metrics through user-friendly web interfaces.
- Publishing shared mobility APIs containing policy information for operators and converting city curb regulations into APIs for commercial fleet operators and mapping platforms.

Examples of our API implementations for specific cities include:

1. In Seattle, Populus was the first to publish a Curbs API on behalf of a city, sharing standardized curbside regulations in the Curb Data Specification (CDS) format.
2. In Oakland, we produce Curb Events APIs for analyzing and visualizing parking event data from carsharing vehicles, displaying historic and real-time transactions in a geospatial manner.
3. In San Francisco and Miami, Populus converts parking inventories into standardized Curbs APIs for sharing with third parties, such as delivery vehicles, parking vendors, and mapping platforms.

Consistently pioneering API-based services, Populus remains at the forefront of mobility and curb management, facilitating data-driven solutions for various urban

challenges.

#### D. DATA, SOFTWARE, AND HARDWARE IMPLEMENTATION, INTEGRATION, AND MANAGEMENT

Populus offers cities a comprehensive solution through the licensing of our industry-leading Curb Manager platform, providing all necessary functionalities to advance their curb management technology roadmaps. Our data and software platform delivers key solutions and services, including:

Internal and External Integrations, such as:

- Integration of data from connected fleets, cameras, sensors, and existing parking technologies
- Integration with asset management systems, ArcGIS
- Broadcasting of Curb Data Specification (CDS) through the Curbs, Events, and Metrics APIs
- Public-facing Curbs API maps for transparency and collaboration within city agencies

Integration of Old and Collection of New Data, including:

- Integration with legacy databases containing curb and parking inventory information
- New data collection in the field in industry-standard formats and integration from third-party sources
- Provision of CDS and Mobility Data Specification (MDS) APIs, with 6 years of experience in this new field

Data Warehousing, including:

- Secure cloud-based storage with robust software-level measures for data protection
- Protection of disaggregated mobility and curb data, with secure, permissions-based access management

During implementation, Populus excels in establishing API integrations with parking vendors, facilitating the ingestion of transaction data and relevant datapoints. With a track record of over 100 successful mobility and curb management implementations across cities of varying sizes, Populus serves as a trusted collaborator for cities navigating the implementation of their curb management technology.

#### E. DIGITIZED PERMIT SYSTEMS, INCLUDING DYNAMIC PRICING

The Populus Curb Manager platform offers robust support for digitized permit systems, featuring dynamic pricing that can vary by day and time. Key components of our solution include:

- Comprehensive Curb Regulations, Rate Management, and Permit Systems: Our permit management system automates the entire permit lifecycle, from online application submission to real-time updates of parking rules, enhancing transparency and reducing administrative burdens.
- Smart Parking Solutions: The Curb Manager platform enables cities to easily set, edit, and publish dynamic parking rates for various curb use cases, aligning with the Curb Data Specification (CDS) Curbs API.
- Data Analytics and Reporting: Our software provides data analytics tools for valuable insights into parking patterns, permit utilization, and overall curb management efficiency. Decision-makers gain actionable information for policy optimization and urban mobility enhancement.
- Seamless Integration with Existing Systems: Our solution integrates seamlessly with existing city systems, including GIS mapping, payment data, and enforcement tools, minimizing disruptions and maximizing technology benefits.

#### F. V2I TECHNOLOGY WITH SCALABILITY

Populus is a trusted data exchange for curb and mobility operators, specializing in solutions that support secure data-sharing from connected fleet vehicles with highly sensitive data. Our leadership in V2I technology and scalable curb management positions us as the ideal partner for forward-thinking cities.

V2I INTEGRATIONS:

- Mobility Management Expertise: With 6 years of experience, we ingest real-time data from millions of shared, connected vehicles, supporting data analytics and dynamic pricing policies.
- Robust and Secure Ecosystem: Leveraging advanced communication protocols and industry-leading data standards, Populus ensures a secure V2I ecosystem, contributing to urban transportation efficiency and safety.

SCALABLE CURB MANAGEMENT:

- A Trusted Partner in Over 100 Cities: Populus ingests data from connected fleet vehicles, including shared e-scooters, carsharing, and delivery in over 100 cities around the world.

- Tailored Solutions: Populus excels in delivering scalable curb management solutions, addressing the unique needs of each city.
- Comprehensive Tools: Our platform offers dynamic pricing, real-time occupancy monitoring, and predictive analytics, optimizing curb space utilization and enhancing transportation efficiency.

#### KEY FEATURES OF THE POPULUS PLATFORM:

- Real-Time Data Analytics: Actionable insights from real-time data enable informed decision-making and dynamic curb management strategies.
- Interoperability: Seamless integration with existing infrastructure and systems, ensuring compatibility with various V2I and parking technologies.
- Scalability: Adaptable to different urban environments, with the ability to create zone-based or city-wide pricing policies.
- User-Friendly Interface: An intuitive platform accessible to city administrators, transportation planners, and stakeholders involved in curb management decision-making.

Populus is dedicated to realizing cities' visions for connected and efficient urban environments, offering cutting-edge technology services tailored to meet specific challenges. Our V2I integration capabilities and scalable curb management solutions align with the needs of leading cities.

#### G. INTELLIGENT TRANSPORTATION SYSTEMS

At Populus, we are dedicated to revolutionizing urban mobility through cutting-edge technology solutions. Our intelligent transportation systems (ITS) are designed to enhance the efficiency, safety, and sustainability of urban transportation networks.

Key features of our Mobility Management solutions include:

- Real-Time Data Integration: Populus leverages real-time data from a variety of sources, including connected vehicles and urban infrastructure. This comprehensive data integration enables cities to gain actionable insights into trip patterns, parking hotspots, and overall mobility trends.
- Real-Time Data Publication: With Populus, cities can publish real-time parking and curb regulations through APIs to connected vehicles, both for managing scheduled policies, or unanticipated policies required due to weather, special events, or emergencies. These APIs can be integrated with digital signage, as well as with third-party mapping solutions for routing services.
- Dynamic Transportation Management: Our ITS platform incorporates dynamic transportation management to optimize parking, reduce congestion, and improve overall transportation efficiency. By providing data-driven software solutions that empower cities to deploy dynamic pricing models, Populus contributes to smoother and more predictable urban mobility.
- Multi-Modal Integration: Recognizing the diversity of urban transportation modes, Populus ensures seamless integration of various mobility options, including micromobility, carsharing, delivery, and more. Our platform promotes a holistic approach to mobility management, facilitating a well-connected and accessible urban transportation ecosystem.
- Dynamic Pricing and Regulations: Our platform supports dynamic pricing models for curbside services, allowing cities to implement flexible pricing structures based on demand, time of day, and other factors. Additionally, Populus facilitates the enforcement of regulations to ensure compliance with curbside policies.
- User-Friendly Interface: The Populus ITS platform features an intuitive user interface, accessible to city administrators, transportation planners, and other stakeholders. This user-friendly design streamlines the implementation and management of intelligent transportation and curb management strategies.

Populus is committed to providing intelligent transportation systems that transform the way cities manage mobility services and city curbs. Our technology empowers cities with real-time data, dynamic management capabilities, and a user-friendly interface to optimize urban transportation networks.

#### OTHER SERVICES OFFERED

Populus provides end-to-end consultative services and robust, modern software delivery to cities. Additional services that are offered through this proposal include:

- Project Management: consulting services to support the creation, launch, and assessment of new Commercial Vehicle Permits, smart loading zone, and low emission zone programs.
- Stakeholder Engagement: coordination with commercial fleet operators and local businesses who are key stakeholders in curb management initiatives.
- Curb Data Collection: in-field data collection of new curb inventory data.
- Technology Assessment: evaluation of new mobility and curb operators (e.g. sidewalk delivery vehicles), and hardware solutions (e.g. cameras, sensors).

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| 79 | Within this RFP category there may be subcategories of solutions. List subcategory titles that best describe your products and services.  | 541511 - Custom Computer Programming Services<br>541690 - Other Scientific and Technical Consulting Services<br>511210 - Software Publishers<br>541990 - All Other Professional, Scientific, and Technical Services<br>518210 - Data Processing, Hosting, and Related Services  | * |
| 80 | Describe your products and capabilities in regard to integration, such as: Improving integration of systems and promotion of connectivity of infrastructure, connected vehicles, pedestrians, bicyclists, and the broader traveling public.                         | <p>As a leading provider of holistic Curb and Mobility Management solutions for cities, Populus has been at the forefront of delivering data and software solutions to advance transportation safety in cities. In 2020, Populus was awarded a U.S. Department of Transportation grant to develop methods for leveraging new and existing datasets to support transportation safety planning for pedestrians, bicyclists, micromobility, and other vulnerable road users. These solutions are integrated directly into our Curb Manager and Mobility Manager platforms.</p> <p>Populus' Road Safety solution empowers cities to upload network data for existing routes, or new proposed routes into our platform in order to visualize and analyze them alongside new connected vehicle data. For example, many cities leverage these solutions to compare micromobility trip volumes against existing protected infrastructure for cyclists, identify gaps, and accelerate safety improvements.</p> <p>Curbs are increasingly an area of conflict in cities, causing new traffic collisions and safety concerns, where various modes are now competing for space (e.g. cyclists, micromobility users, carsharing, and delivery vehicles). Building on our extensive experience, cities can partner with Populus to standardize, map, and consume new data on the growing demand for city curbs.</p> <p>Dynamic policies published through our platform allows cities to redirect traffic for various road users, including micromobility vehicles, cyclists, and delivery vehicles to reduce conflicts. Using tools within our Mobility Manager platform, cities can publish policies to micromobility fleets to redirect them to use routes that reduce conflict with delivery fleets. Similarly, using our Curb Manager platform, cities can publish variable policies to freight and passenger vehicle fleets to reduce their potential conflicts with cyclists, pedestrians, or other vulnerable road users.</p> <p>Populus empowers cities with the digital tools needed to assess areas of risk, create new policies, and communicate them to an increasingly complex array of road users — improving safety for all.</p> |   |
| 81 | Describe how you will promote public and private sharing of data for the use of open platforms, open data formats, technology-neutral requirements, and interoperability, while ensuring cybersecurity, technology standards, and protection of individual privacy. | <p>Populus supports the promotion of public and private sharing of data in a variety of ways. As an active member of the Open Mobility Foundation (OMF), and leading vendor for cities who have leveraged our Mobility Management solutions since 2018, we are an experienced technology partner for facilitating secure data-sharing.</p> <p>Open Data Formats: Populus is a leading member of the OMF, and we sit on the Curb Data Specification (CDS) and Mobility Data Specification (MDS) Steering Committees. As an active contributor to these data standards, we have been proponents of them since they were first introduced to the public, and will continue to be a key partner to these standards-making bodies and to our client cities.</p> <p>Technology-Neutral Requirements: A key reason that Populus is supportive of open data formats is that they are key to facilitating technology-neutral systems and platforms leveraged by cities, providing interoperability and the ability for cities to have flexibility to change technologies.</p> <p>Security and Protection of Individual Privacy: Populus is a trusted leader in data security and privacy. We were the only platform asked by the California legislature to testify on the key uses cases and privacy concerns of mobility data. We are longstanding members of the OMF Data Privacy, Security, and Transparency Committee, and were the first U.S.-based mobility management platform to receive data from European operators in compliance with GDPR.</p> <p>Private Data-Sharing: Populus is a trusted partner for mobility operators around the world. To date, we have processed data for over 300M trips from connected vehicles on our platform to facilitate dynamic curb and mobility management.</p>  |   |

**Table 14B: Depth and Breadth of Offered Equipment Products and Services**

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

| Line Item | Category or Type | Offered * | Comments |
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| 82 | Digitization of inventory and regulations, including creation of sector or citywide digital curb. | <input checked="" type="radio"/> Yes<br><input type="radio"/> No | <p>One of the core features of the Populus Curb Manager software platform is our Curb Regulations solution. Populus' Curb Regulations solution helps cities digitize their curb inventory and regulations, including key parking rules such as no parking, paid parking, and loading zones through city-approved data standards. Our innovative and cost-effective Curb Regulations solution has been implemented through paid contracts in leading U.S. cities, including the cities of Seattle, San Francisco, Chicago, Oakland, and Miami.</p> <p>As a longstanding member of the Open Mobility Foundation (OMF), Populus is uniquely positioned to successfully deliver this solution to cities. We are the only technology company that has served on the Curb Data Specification (CDS) Steering Committee since it was founded, and have been working with cities to digitize their curbs in this city-approved format since 2020.</p> <p>Our platform can integrate both existing city datasets (such as those from asset management or GIS systems), as well as be leveraged to gather new curb inventory data in the field. Populus can convert existing, non-standard data into the Curb Data Specification (CDS). Any new data collected is stored in the CDS format, and is available for export and integration to other city-leveraged systems.</p> <p>Populus' Curb Regulations solution includes a geospatial map view that allows cities to visualize and edit curb and parking regulations through a user-friendly interface. Cities can leverage our platform to create sector or zone-based inventories, as well as a city-wide inventory.</p> <p>Creating a digital curb with machine-readable policy regulations that can be read by connected vehicle fleets (such as UPS, FedEx, and autonomous vehicles) builds on previous data standards and technologies that were created in 2018 to digitally manage shared mobility fleets (such as shared e-scooters). Populus has been active in this industry since it began, and is the leading North American provider of digital mobility management platform software and services.</p> <p>With Populus, cities can be assured that they are working with the innovative market leader to digitally inventory their curbs in the latest standardized format, as well as work hand-in-hand with a leader technology provider that can influence and shape future data standards to ensure it is aligned with their needs.</p> |
| 83 | Sensors and cameras, including installation services.   | <input checked="" type="radio"/> Yes                             | The Populus platform can integrate   |

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|  |  | C No | <p>real-time data from sensors, camera, or other parking technologies for a complete view and visibility into a city's curb and parking systems. Populus has partnered with several companies to which we can subcontract hardware solutions desired by a city, including cameras and sensors.</p> <p>For the purposes of this RFP, we outline two such vendors which Populus can facilitate a subcontract to, should an integrated contract and solution be desired by purchasing cities. However, our platform is designed to be vendor-agnostic, and built upon open data standards to which we actively contribute. We regularly collaborate with other hardware vendors to consume data in order to provide cities with optimal ITS solutions.</p> <p><b>SENSOR TECHNOLOGY</b><br/>Populus is currently prepared to offer referral and subcontracts to sensor provider: eleven-x. eleven-x is focused on improving the parking experience for all with its award-winning smart parking and curbside technology solutions, eXactpark™ and SPS-X™. eXactpark enables drivers to find available parking quickly and easily in real-time. The patented SPS-X™ wireless space occupancy sensor offers 99.5% accuracy and up to 10 years battery life. Their solution captures accurate and consistent 24/7 individual stall usage data to enable numerous use cases including curbside management, demand-based pricing and improved compliance while helping optimize parking resources.</p> <p><b>CAMERA TECHNOLOGY</b><br/>Populus is currently prepared to offer referral and subcontracts to camera technology provider: Automotus. Automotus' computer vision technology and user-friendly dashboard give cities full visibility into what's happening at their curbs and allows cities to set dynamic, equitable policies that are reflective of real-time demand. Their technology provides easy access to comprehensive, real-time data on all traffic and curb activity, including</p> <ul style="list-style-type: none"> <li>- Parking turnover</li> <li>- Average dwell times</li> <li>- Occupancy rates</li> <li>- All violations, including double-parked overtime + non-permitted</li> </ul> <p>Real-Time Curb Availability. Automotus technology also gives freight, ride-hailing, and food delivery vehicles the ability to view in real-time if curb space is available, significantly reducing double parking incidents and time spent searching for parking. Automotus displays real-time availability via mobile-friendly websites and actively shares parking availability data with third-party wayfinding mobile apps.</p> |
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|    |   |   | <p>Automated Curb Enforcement. Automotus has created novel workflows to fully automate cities' labor-intensive enforcement processes. Their technology allows cities to automatically capture and send citations and/or notify parking enforcement officials in real-time when a violation occurs, helping cities improve enforcement efficiency by up to 500% while also limiting interactions between the public and enforcement officials. Automotus is able to automate enforcement of violations ranging from bike lane and double parking infractions to exceeded dwell times and payment/permit infractions linked to license plate numbers. Given the adaptability of their back-end system, they are able to automate notifications to parking enforcement officials via text message, 3rd-party integration, and/or native mobile app.</p> <p>For this RFP, Populus is prepared to deliver the full suite of curbside management solutions to cities, from the digitization of their curbs through the procurement and installation and implementation of camera-, or sensor-based curbside analytics hardware options. Our Curb Manager platform itself is designed to be vendor-agnostic. Our team is confident in our ability to work with multiple sensor, camera, and other parking technology vendors, based on over 6 years of experience as a leading curb and mobility management platform.</p> |
| 84 | <p>Issue application programming interfaces (APIs) and build services around them:</p> <ul style="list-style-type: none"> <li>i. Historical and/or real-time monitoring and performance reporting;</li> <li>ii. Curb availability (parking, loading, etc.), reservations, and driving directions;</li> <li>iii. Predictive modeling.</li> </ul> | <p><input checked="" type="radio"/> Yes<br/> <input type="radio"/> No</p> | <p>Since 2018, Populus has been a provider of software solutions built on open data standards to which we contribute as an innovative technology leader. The data standards that have been rapidly adopted by cities define the formats for the application programming interfaces (APIs) that power modern mobility and curb management software platforms.</p> <p>Our platform builds services around these APIs, including the following:</p> <ul style="list-style-type: none"> <li>- Historical and real-time monitoring and performance reporting based on connected vehicle data and parking technology data.</li> <li>- Curb availability, and parking insights through API-based analysis of multiple sources of curb and parking event data.</li> <li>- Predictive modeling, for example to support data-driven curb and mobility policy recommendations.</li> </ul> <p>The Populus platform is designed to support numerous, secure data exchanges through APIs, including the following:</p> <ul style="list-style-type: none"> <li>- We ingest real-time and historical data from mobility operators (e.g. shared scooters, carsharing, sidewalk delivery robots) through APIs. We currently work with over 40 operators</li> </ul>   |



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|    |  |       | <p>around the world, and are consistently the first platform to ingest data from new modes of transportation.</p> <ul style="list-style-type: none"> <li>- We consult with new mobility and transportation operators to deliver compliant APIs to cities in city-defined formats to adhere to modern data standards.</li> <li>- Our platform is powered by APIs that deliver key mobility and parking metrics through web-based, user-friendly interfaces including analytical and map-based views.</li> <li>- We publish shared mobility APIs that contain policy information, including no-ride zones, preferred parking areas, and no parking zones to shared mobility operators.</li> <li>- We convert city curb regulations into APIs that can be published to commercial fleet operators such as Amazon, UPS, and FedEx, as well as to third-party mapping platforms such as Google Maps.</li> </ul> <p>The following are a just a few examples of how we issue APIs for specific city customers:</p> <ol style="list-style-type: none"> <li>1. In the City of Seattle, Populus was the first technology company to publish an API on behalf of a city to share their curbside regulations. Populus helped the City convert the city's existing and extensive curbside regulation data into a standardized format, the Curb Data Specification (CDS). We then release the City of Seattle's CDS Curbs API to empower cities to digitally communicate new parking and mobility policies to connected fleet vehicles. Detailed information regarding the Populus API for publishing curb regulations can be found online at: <a href="https://api.populus.ai/cds/api-docs">https://api.populus.ai/cds/api-docs</a>.</li> <li>2. In the City of Oakland, Populus produces APIs for the city to analyze and visualize parking event data from carsharing vehicles. Populus produces data in the CDS Events API format to display historic and real-time parking transactions in a geospatial manner allowing for the easy consumption and analysis of data. City staff are able to explore curb use data and identify parking hot spots.</li> <li>3. In the cities of San Francisco and Miami, Populus has converted parking inventories into a standardized format to prepare them for publication as APIs to share with third parties such as ad delivery vehicles, parking vendors, and mapping platforms.</li> </ol> <p>Populus has consistently been the first to market with leading API-based services to support mobility management for e-scooter, carsharing, sidewalk delivery, and in the rapidly-evolving realm of curb management.</p> |
| 85 | Data, software, and hardware implementation, | ☑ Yes | Populus' proposed solution is a  |

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|  | <p>integration, and management;</p> <p>i. Internal and external integration;</p> <p>ii. Integration of old data and collection of new data;</p> <p>iii. Data warehousing.</p> | <p>☐ No</p> | <p>license to our industry-leading Curb Manager platform, with all functionalities and capabilities required by cities to advance their curb management technology roadmaps. Our data and software platform provides the following key solutions and services for cities:</p> <ul style="list-style-type: none"> <li>- Internal and external integration of data from software and/or hardware;</li> <li>- Integration of old data (such as from existing legacy city systems) and collection of new data;</li> <li>- Data warehousing, including the warehousing of highly sensitive personal geolocation data.</li> </ul> <p>The Curb Manager platform provides cities with a robust set of tools to deploy Digital Smart Zones to dynamically manage their curbs, as well as a state-of-the-art software and data solution that provides cities with a holistic view of curb demand by integrating multiple streams of data from existing (and new) sources such as GIS systems, asset management databases, parking technologies, and directly from connected vehicles.</p> <p>During implementation, Populus can establish API integrations with parking vendors (meters, mobile pay, cameras, sensors, etc.) to ingest transaction data and other relevant datapoints. Populus has successfully completed 100+ mobility and curb management implementations with cities, both large and small, with zero failures. Leveraging this extensive experience, Populus will serve as an active collaborator for new cities as they implement their curb management technology. Examples of our services for data, software, and hardware implementation, integration, and management are provide below.</p> <p><b>INTERNAL AND EXTERNAL INTEGRATIONS</b></p> <ul style="list-style-type: none"> <li>- Integration of data from connected fleets, cameras and sensors</li> <li>- Integration of data from existing parking technologies (e.g. meters, mobile pay)</li> <li>- Integrated with asset management systems and ArcGIS</li> <li>- Broadcast Curb Data Specification (CDS) Curbs APIs and Metrics APIs</li> <li>- Public facing Curbs API maps</li> <li>- Curb Manager is provided to all city staff for collaboration within the agency</li> </ul> <p><b>INTEGRATION OF OLD DATA AND COLLECTION OF NEW DATA</b></p> <ul style="list-style-type: none"> <li>- Integration with asset management systems, ArcGIS, or other legacy databases containing curb and parking inventory information</li> <li>- Collection of curb inventory via new data collection in the field in industry-standard formats</li> <li>- Collection of curb inventory data through new integrations from third-party data sources</li> <li>- Curb and MDS APIs; Populus has</li> </ul> |
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|  |  |  | <p>historically been the first technology vendor to deliver MDS for e-scooters, carsharing, and the first to deliver a Curbs API for a city (e.g. Seattle)</p> <ul style="list-style-type: none"><li>- Parking Insights solution which provides holistic analytics based on integration of existing parking technology vendor data (e.g. meters, mobile pay, citations)</li></ul> <p><b>DATA WAREHOUSING</b></p> <ul style="list-style-type: none"><li>- Secure cloud-based data storage with implementation of software-level measures such as firewalls, layered DMZs, intrusion detection, DOS protection and access management of en-user data.</li><li>- All city data is encrypted at rest and in transit with controlled access.</li><li>- Support for encryption solutions that are certified against U.S. Federal Information Processing Standard 140-2 and Level 2.</li><li>- Protection of disaggregated mobility and curb data.</li><li>- Access to the platform is granted via secure, permissions-based security systems to facilitate the protection of potentially sensitive connected vehicle data or parking data.</li></ul> |
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| 86 | Digitized permit systems, including dynamic pricing. | <input checked="" type="radio"/> Yes<br><input type="radio"/> No | <p>The Populus Curb Manager platform provides support for digitized permit systems, including dynamic pricing, such as ones that can vary by day of week and time of day. An overview of our solutions are provided in more detail in this section.</p> <p><b>COMPREHENSIVE CURB MANAGEMENT SYSTEM:</b><br/> We offer a robust, cloud-based permit management system that automates the entire permit lifecycle. This includes online application submission, issuance of digital permits, and real-time updates of parking rules for permit holders. The system ensures transparency, reduces processing times, and minimizes administrative burdens.</p> <p><b>SMART PARKING SOLUTIONS:</b><br/> Our Curb Manager platform provides the ability for cities to easily view, edit, update, and publish new parking rates, including dynamic pricing for parking, commercial or passenger loading zones, and other common curb use cases that are supported by the Curb Data Specification (CDS) Curbs API.</p> <p><b>DATA ANALYTICS AND REPORTING:</b><br/> Our solution includes robust data analytics tools that generate insights into parking patterns, permit utilization, and overall curb management efficiency. These analytics empower decision-makers with actionable information to optimize policies, improve infrastructure planning, and enhance the overall urban mobility ecosystem.</p> <p><b>Integration with Existing Systems:</b><br/> Recognizing the importance of seamless integration, our solution can integrate with existing city systems, including GIS mapping, payment gateways, and enforcement tools. This ensures minimal disruption to current operations while maximizing the benefits of the new technology.</p> <p><b>CASE STUDY:</b><br/> In the City of Oakland, Populus partnered with the city to develop an innovative, new digital permit for commercial fleet operators, such as Amazon, UPS, and FedEx, to seamlessly pay for on-street parking with no new hardware required. The digital permit system is facilitated by Populus, with commercial fleet operators having the opportunity to directly integrate connected vehicle data to the Populus platform to reconcile on-street parking events. Through the Populus platform, the city can publish new parking rates for on-street parking and other curb regulations through APIs that are directly accessible to operators.</p> |
| 87 | V2I technology with scalability.                     | <input checked="" type="radio"/> Yes                             | Populus is a leading innovator in   |

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|  |  | <p>o No</p> | <p>mobility technology, specializing in solutions that enhance urban infrastructure and support smart city initiatives. Our expertise in V2I technology and scalable curb management positions us as the ideal partner to meet the goals of innovative cities.</p> <p>V2I INTEGRATION:<br/> Populus is at the forefront of V2I technology, offering comprehensive solutions that seamlessly integrate vehicles with infrastructure (such as parking meters, sensors, or cameras) for enhanced communication and data exchange. For the past 6 years, Populus has been a leading provider of Mobility Management solutions, through which we ingest real-time data from millions of shared, connected vehicles to support data analytics, and dynamic pricing policies. Leveraging advanced communication protocols and industry-leading data standards, Populus ensures a robust and secure V2I ecosystem that contributes to the efficiency and safety of urban transportation.</p> <p>SCALABLE CURB MANAGEMENT:<br/> Curb management is a critical component of urban mobility, and Populus excels in delivering scalable solutions tailored to the unique needs of each city. Our platform provides a comprehensive set of tools for managing curbspace, including dynamic pricing, real-time occupancy monitoring, and predictive analytics. By leveraging advanced machine learning algorithms, we empower cities to optimize curb space utilization, reduce congestion, and enhance overall transportation efficiency. To date, Populus has ingested data from over 1 million vehicles, processes 1.5 billion vehicle status updates annually, and has tracked over 300 million trips in cities around the world.</p> <p>KEY FEATURES OF THE POPULUS PLATFORM:<br/> - Real-time Data Analytics: Our platform provides cities with actionable insights derived from real-time data, allowing for informed decision-making and dynamic adjustment of curb management strategies.<br/> - Interoperability: Populus ensures seamless integration with existing infrastructure and systems, promoting interoperability and compatibility with a wide range of V2I and parking technologies.<br/> - Scalability: Our technology is designed to scale with the evolving needs of urban environments. Whether you're managing a compact downtown area or a sprawling metropolis, Populus can adapt to the unique demands of your cityscape. Within our platform, cities have the ability to create zone-based, or city-wide pricing policies and instantly communicate them to multiple stakeholders.</p> |
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|    |  |  | <p>- User-Friendly Interface: The Populus platform features an intuitive and user-friendly interface, making it accessible to city administrators, transportation planners, and other stakeholders involved in curb management decision-making.</p> <p>Populus is committed to supporting cities' vision for a connected and efficient urban environment through our cutting-edge technology services. Our V2I integration capabilities and scalable curb management solutions are tailored to meet the specific challenges of leading cities.</p>  |
| 88 | Intelligent transportation systems, such as transit signal priority, transportation system controllers, and digital signage. | <input checked="" type="radio"/> Yes<br><input type="radio"/> No | <p>At Populus, we are dedicated to revolutionizing urban mobility through cutting-edge technology solutions. Our intelligent transportation systems (ITS) are designed to enhance the efficiency, safety, and sustainability of urban transportation networks.</p> <p>Key features of our Mobility Management solutions include:</p> <ul style="list-style-type: none"> <li>- Real-Time Data Integration: Populus leverages real-time data from a variety of sources, including connected vehicles and urban infrastructure. This comprehensive data integration enables cities to gain actionable insights into trip patterns, parking hotspots, and overall mobility trends.</li> <li>- Real-Time Data Publication: With Populus, cities can publish real-time parking and curb regulations through APIs to connected vehicles, both for managing scheduled policies, or unanticipated policies required due to weather, special events, or emergencies. These APIs can be integrated with digital signage, as well as with third-party mapping solutions for routing services.</li> <li>- Dynamic Transportation Management: Our ITS platform incorporates dynamic transportation management to optimize parking, reduce congestion, and improve overall transportation efficiency. By providing data-driven software solutions that empower cities to deploy dynamic pricing models, Populus contributes to smoother and more predictable urban mobility.</li> <li>- Multi-Modal Integration: Recognizing the diversity of urban transportation modes, Populus ensures seamless integration of various mobility options, including micromobility, carsharing, delivery, and more. Our platform promotes a holistic approach to mobility management, facilitating a well-connected and accessible urban transportation ecosystem.</li> <li>- Dynamic Pricing and Regulations: Our platform supports dynamic pricing models for curbside services, allowing cities to implement flexible pricing structures based on demand, time of day, and other factors. Additionally, Populus facilitates the enforcement of regulations to ensure compliance with curbside policies.</li> </ul> <p>- User-Friendly Interface: The Populus</p> |

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|  |  | <p>ITS platform features an intuitive user interface, accessible to city administrators, transportation planners, and other stakeholders. This user-friendly design streamlines the implementation and management of intelligent transportation and curb management strategies.</p> <p>Populus is committed to providing intelligent transportation systems that transform the way cities manage mobility services and city curbs. Our technology empowers cities with real-time data, dynamic management capabilities, and a user-friendly interface to optimize urban transportation networks.</p> |
|--|--|--|

**Table 15: Exceptions to Terms, Conditions, or Specifications Form**

**Line Item 89. NOTICE:** To identify any exception, or to request any modification, to Sourcewell standard Contract terms, conditions, or specifications, a Proposer must submit the proposed exception(s) or requested modification(s) via redline in the Contract 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 Contract.

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

**Documents**

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

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

- [Pricing](#) - Populus\_Proposed Pricing\_Sourcewell.pdf - Monday December 04, 2023 16:00:30
- [Financial Strength and Stability](#) - Populus Financial Statements\_CONFIDENTIAL\_Sourcewell.pdf - Monday December 04, 2023 15:31:06
- [Marketing Plan/Samples](#) - Populus Sample Marketing Assets.pdf - Monday December 04, 2023 15:28:04
- WMBE/MBE/SBE or Related Certificates (optional)
- [Warranty Information](#) - Populus - Warranty Information.pdf - Monday December 04, 2023 15:27:55
- [Standard Transaction Document Samples](#) - SAMPLE Populus Curb Manager Order Form (1).pdf - Monday December 04, 2023 15:28:18
- Requested Exceptions (optional)
- [Upload Additional Document](#) - Populus\_Additional Documentation\_Solution Descriptions and Screenshots.pdf - Monday December 04, 2023 16:00:42

## Addenda, Terms and Conditions

### PROPOSER AFFIDAVIT AND ASSURANCE OF COMPLIANCE

I certify that I am the authorized representative of the Proposer submitting the foregoing Proposal with the legal authority to bind the Proposer to this Affidavit and Assurance of Compliance:

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 contract award.
3. The Proposer, including any person assisting with the creation of this Proposal, has arrived at this Proposal independently and the Proposal has been created without colluding with any other person, company, or parties that have or will submit a proposal under this solicitation; and the Proposal has in all respects been created fairly without any fraud or dishonesty. The Proposer has not directly or indirectly entered into any agreement or arrangement with any person or business in an effort to influence any part of this solicitation or operations of a resulting contract; and the Proposer has not taken any action in restraint of free trade or competitiveness in connection with this solicitation. Additionally, if Proposer has worked with a consultant on the Proposal, the consultant (an individual or a company) has not assisted any other entity that has submitted or will submit a proposal for this solicitation.
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 exists when a vendor has an unfair competitive advantage or the vendor's objectivity in performing the contract is, or might be, impaired.
5. The contents of the Proposal have not been communicated by the Proposer or its employees or agents to any person not an employee or legally authorized agent of the Proposer and will not be communicated to any such persons prior to Due Date of this solicitation.
6. If awarded a contract, the Proposer will provide to Sourcewell Participating Entities the equipment, products, and services in accordance with the terms, conditions, and scope of a resulting contract.
7. The Proposer possesses, or will possess before delivering any equipment, products, or services, all applicable licenses or certifications necessary to deliver such equipment, products, or services under any resulting contract.
8. The Proposer agrees to deliver equipment, products, and services through valid contracts, purchase orders, or means that are acceptable to Sourcewell Members. Unless otherwise agreed to, the Proposer must provide only new and first-quality products and related services to Sourcewell Members under an awarded Contract.
9. The Proposer will comply with all applicable provisions of federal, state, and local laws, regulations, rules, and orders.
10. The Proposer understands that Sourcewell will reject RFP proposals that are marked "confidential" (or "nonpublic," etc.), either substantially or in their entirety. Under Minnesota Statutes Section 13.591, subdivision 4, all proposals are considered nonpublic data until the evaluation is complete and a Contract is awarded. At that point, proposals become public data. Minnesota Statutes Section 13.37 permits only certain narrowly defined data to be considered a "trade secret," and thus nonpublic data under Minnesota's Data Practices Act.
11. 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 or the Canadian 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. - Regina Clewlow, CEO, Populus Technologies, 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 contractual obligations contemplated in the bid.

Yes  No

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

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

| File Name  | I have reviewed the below addendum and attachments (if applicable) | Pages |
|--|--|-------|
| <b>Addendum_9_Curb_Management_Technologies_RFP_120423</b><br>Wed November 22 2023 09:20 AM | <input checked="" type="checkbox"/>                                | 3     |
| <b>Addendum_8_Curb_Management_Technologies_RFP_120423</b><br>Tue November 21 2023 04:42 PM | <input checked="" type="checkbox"/>                                | 2     |
| <b>Addendum_7_Curb_Management_Technologies_RFP_120423</b><br>Mon November 20 2023 04:39 PM | <input checked="" type="checkbox"/>                                | 5     |
| <b>Addendum_6_Curb_Management_Technologies_RFP_120423</b><br>Tue November 14 2023 04:30 PM | <input checked="" type="checkbox"/>                                | 2     |
| <b>Addendum_5_Curb_Management_Technologies_RFP_120423</b><br>Fri November 10 2023 04:30 PM | <input checked="" type="checkbox"/>                                | 1     |
| <b>Addendum_4_Curb_Management_Technologies_RFP_120423</b><br>Wed November 8 2023 04:04 PM  | <input checked="" type="checkbox"/>                                | 1     |
| <b>Addendum_3_Curb_Management_Technologies_RFP_120423</b><br>Mon October 30 2023 03:54 PM  | <input checked="" type="checkbox"/>                                | 3     |
| <b>Addendum_2_Curb_Management_Technologies_RFP_120423</b><br>Fri October 27 2023 02:12 PM  | <input checked="" type="checkbox"/>                                | 1     |
| <b>Addendum_1_Curb_Management_Technologies_RFP_120423</b><br>Fri October 20 2023 04:21 PM  | <input checked="" type="checkbox"/>                                | 2     |