

Solicitation Number: RFP #120423

CONTRACT

This Contract is between Sourcewell, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 (Sourcewell) and Urban Radar Inc., 60 Cragmont Ave., San Francisco, CA 94116 (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 Sourcewell 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 Sourcewell 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 taxexemption certification(s). When ordering, a Participating Entity must indicate if it is a taxexempt 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 ecommerce 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 nonfederal 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

DocuSigned by:

Jeremy Schwartz

Title: Chief Procurement Officer

Jeremy Schwartz —COFD2A139D06489...

Date: _____ 1/12/2024 | 3:57 PM CST

Urban Radar Inc.

Philippe Rapin

Philippe Rapin

Title: CEO

1/12/2024 | 11:57 AM PST Date: ____

RFP 120423 - Curb Management Technologies with Related Services

Vendor Details

Company Name: Urban Radar Inc

60 Cragmont Ave

Address:

San Francisco, California 94116

Contact: Hayley Coleman Halphen
Email: hayley@urbanradar.io

Phone: 646-632-7405 HST#: 85-3381192

Submission Details

Created On: Friday October 20, 2023 10:24:07
Submitted On: Monday December 04, 2023 15:10:49

Submitted By: Hayley Coleman Halphen Email: hayley@urbanradar.io

Transaction #: 7259e73c-fdd7-447c-92bf-2e2112f983e5

Submitter's IP Address: 71.190.74.79

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 *
	Proposer Legal Name (one legal entity only): (In the event of award, will execute the resulting contract as "Supplier")	Urban Radar Inc
	Identify all subsidiary entities of the Proposer whose equipment, products, or services are included in the Proposal.	Ross Infrastructure Development LLC
3	Identify all applicable assumed names or DBA names of the Proposer or Proposer's subsidiaries in Line 1 or Line 2 above.	Urban Radar
4	Provide your CAGE code or Unique Entity Identifier (SAM):	SAM: G7KSMKWN4HZ3
5	Proposer Physical Address:	60 Cragmont Ave, San Francisco CA 94116
6	Proposer website address (or addresses):	urbanradar.io **
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):	Philippe Rapin, CEO, 60 Cragmont Ave, San Francisco CA 94116 philippe@urbanradar.io, 415 966 6013
	Proposer's primary contact for this proposal (name, title, address, email address & phone):	Hayley Coleman Halphen Head of Deployment 315 Saint Johns Place Brooklyn, NY 11238 hayley@urbanradar.io 646 632 7405
9	Proposer's other contacts for this proposal, if any (name, title, address, email address & phone):	Philippe Rapin, CEO, 60 Cragmont Ave, San Francisco CA 94116 philippe@urbanradar.io, 415 966 6013

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.	Founded in 2019 in San Francisco and active across Europe, Urban Radar combines technology, city and mobility expertise to build a sustainable future through geospatial data. Urban Radar's mission is to empower cities to make cheaper, faster and most effective transportation policy decisions, thanks to our special blend and analytics of public and private data.	
		All of Urban Radar employees are impact driven, although our previous experiences are diverse and represent a wide-range of sectoral expertise. We also value a diverse set of partnerships with private and public partners to help complete our business offerings.	
		Urban Radar's products make data accessible through interoperable, and intuitive data management and decision-making tools. Users do not need technical expertise and rarely need to call us for help; our tools are simple.	
		Urban Radar's main Curb Management Technologies are: - Curb-X: Our app-based curb asset inventory solution that creates an interoperable digital inventory of public space objects' location and properties such as curb space used and applicable regulations. Curb-X includes a cloud based administrative management platform to organize the in-field workflow of the app users Insights: Our cloud-based visualization and analytics platform dedicated to curb planning in relation to transportation patterns. Insights provides a clear understanding of the city use to urban planners and city managers alike. Insights is built with the understanding that each city has unique requirements when it comes to use cases about curb management, urban logistics, EV charging or planning in general FlexCurb: Our app-based commercial vehicle parking solution that enables cities to dynamically manage urban street and urban use.	*
		Urban Radar's three curb management products target different curb-related use cases and are complementary to each other. The products are interoperable to provide a full curb management suite of products or for interoperability with third party softwares.	
		With a good use of data, Urban Radar's products lead to operational gains for clients, reducing the carbon footprint of cities and businesses alike.	i)
11	What are your company's expectations in the event of an award?	This contract will allow us to reach a wider-range of public sector clients, and facilitate large-scale deployment of our products and services within the US and Canadian markets. The contract will also accelerate the purchasing process for our future public sector clients, as they will no longer need to go through an RFP process. The contract will be a key element of any marketing or sales pitches. In France, we have a similar contract through the UGAP program, allowing public sector clients to bypass an RFP when purchasing our products and services; we have found this to be greatly beneficial both for Urban Radar growth but also for public sector actors who could implement our technologies faster and with less procurement complexities may be reluctant to purchase data solutions due to administrative complexities and time constraints.	*
12	Demonstrate your financial strength and stability with meaningful data. This could include such items as financial statements,	Urban Radar financial strength has been continuously reinforced since the creation of the business, enabling the company to serve increasingly larger-value public sector contracts with longer duration.	
	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.	The 2022 financial statements have been uploaded.	*
13	What is your US market share for the solutions that you are proposing?	Urban Radar was founded in San Francisco in 2019, and has focused on deploying its technologies in the European market. In 4 years, Urban Radar has become a leading technology provider for last mile delivery and curb management products in Europe. In France, Urban Radar is nationally-recognized as the leading innovative solution provider, as illustrated by the recent Award by the Office of the Prime Minister for the national contract to roll out its latest products in Strasbourg before expanding nationwide.	*
14	What is your Canadian market share for the solutions that you are proposing?	Urban Radar is not currently active commercially in Canada. Urban Radar's expansion plans in Canada are two pronged: from the US in English speaking-provinces and via Quebec-France partnerships in the Francophone areas. Jalon, the sustainable mobility agency of Montreal, has already expressed strong interest in Urban Radar's offering.	*
15	Has your business ever petitioned for bankruptcy protection? If so, explain in detail.	No.	*

16	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. a) If your company is best described as a distributor/dealer/reseller (or similar entity), provide your written authorization to act as a distributor/dealer/reseller for the manufacturer of the products proposed in this RFP. If applicable, is your dealer network independent or company owned? b) If your company is best described as a manufacturer or service provider, describe your relationship with your sales and service force and with your dealer network in delivering the products and services proposed in this RFP. Are these individuals your employees, or the employees of a third party?	Urban Radar is a product and professional service provider. The company prioritizes employing its own employees on a permanent contract basis. Consequently Urban Radar's Sales team and Customer Service force are permanent employees. Urban Radar has however a strong network of subcontractors and partners in the US to provide ad hoc expertise and support when required.	*
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.	N/A	*
18	Provide all "Suspension or Debarment" information that has applied to your organization during the past ten years.	N/A	*

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	Urban Radar has received recognition in Europe - both on a European-wide scale and within France - since its creation. Our most significant milestones are the following:	
		- EIT Urban Mobility accreditation: EIT Urban Mobility, a European Union dedicated program to foster and amplify high-potential mobility startups across European cities, has taken a direct equity stake in Urban Radar, and our projects have also been awarded funding in two innovation calls. - AIT Propulse awardee: The AIT (Transportation Innovation Agency) is part of the French Transportation ministry and supports companies with high potential in shifting the mobility sector towards more sustainable means of transportation. Urban Radar won the first call for innovation in 2021 within the mobility and data category. - Named as a leading impact start-up by BPI: Urban Radar is featured in the 2023 mapping of the leading French impact startups conducted by the BPI (French Public Investment Bank), the French innovation leadership center and other major public stakeholders. In addition, our CEO, Philippe Rapin was recognized in 2022 as part of the leading 150 urban leaders by the World Economic Forum Centre for Urban Transformation.	*
20	What percentage of your sales are to the governmental sector in the past three years	90%	*
21	What percentage of your sales are to the education sector in the past three years	0%	*
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?	Urban Radar does not currently 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?	Urban Radar does not hold any GSA contracts or SOSA.	*

Table 4: References/Testimonials

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

Entity Name *	Contact Name *	Phone Number *	
ADEME (French Agency for Ecological Transition)	Tristan Bourvon	+33 1 47 65 24 87	*
Paris Region (generating 5.3% of EU GDP, equivalent to that of the Netherlands)	Nathalie Woock	+33 6 26 21 18 27	*
SNCF Gares & Connexions (train station real-estate operator)	Philippe DuJardin	+33 6 20 75 11 06	*

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 *	
Paris Region	Government	New York - NY	Urban logistics related software implementation; APIs and related services	\$ 200-500K	\$1,000,000	*
Eurométropole de Strasbourg / Eurometropolis of Strasbourg	Government	New York - NY	Digitization of regulations; Urban logistics related software implementation	\$20K-40K	\$120,000	*
Grand Est Region	Government	New York - NY	Digitization of regulations; Urban logistics related software implementation	\$50-100K	\$600K	*
ADEME (French Agency for Ecological Transition)	Government	New York - NY	Digitization of regulations; Urban logistics related software implementation	\$20-60K	\$60K	*
SNCF Gares & Connexions	Government	New York - NY	Urban logistics related software implementation	\$20-40K	\$70K	*

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	Question	Response *	
Item			

26	Sales force.	Urban Radar's Sales force is currently 5 people, including our Head of Deployment (based in New York City) who is currently responsible for sales within North America. Each member of Urban Radar's sales forces is trained to sell the complete suite of Urban Radar's Curb Management technologies. For an efficient sales process, the sales team members combine three key-areas expertises - curb management, urban planning and policy, and technology - to best meet specific needs of each public sector entity with whom we work.
		Urban Radar is currently planning to double its staff number within 2 years, with a focus on sales recruitments in the US.
		Our sales team manages and continuously develops relationships with state and local governments, as well metropolitan planning organizations and transit agencies.
		Our global strategy director is active with international organizations for urban sustainability such as C40, the World Economic Forum, the Open Mobility Foundation. Our CEO was a board member of the National Council for Public Private Partnerships in Washington, DC. Our Partnerships Manager builds and maintains a prescriber network with national and regional public sector traditional consulting firms such as AECOM, EY, Mott MacDonald and Steer amongst others.
		Our organizational structure provides an optimal sales and distribution network relative to the size of the company.
27	Dealer network or other distribution methods.	Urban Radar's distribution methods are the extension of our Sales force (see Question 26) - Direct: distribution through agreements with the public sector and consulting firms whose clients need our technologies. - Indirect: our proactive involvement in the urban tech ecosystem puts Urban Radar's expertise and technologies in front of potential customers.
28	Service force.	The 18-person Urban Radar team is composed of a mix of tech all-stars, urban planning enthusiasts, creative sales force and strategic thinkers.
		We pride ourselves on our international reach and culture. Not only do we represent 6 different nationalities, but team members are spread out across 4 countries (United States, France, United Kingdom and Spain). Furthermore, our ratio female/male is 40%.
		It is this authentic diversity that allows each of us to imagine solutions that have no borders.

Describe the ordering process. If orders will be handled by distributors, dealers or others, explain the respective roles of the Proposer and others. Our customized tool Monday.com is the backbone of our entire company workflow. It has been built drawing from our experience managing similar contracts to Sourcewell in France (UGAP) and in Europe (EITUM).

The company workflow includes the sales (CRM) and contract management workflows including the ordering process. The workflow enables us to report on KPIs about the entire lifecycle of a client using the Urban Radar/Sourcewell agreement (details in Question 58). This will feed into our quarterly report and any audit requirements to Sourcewell (details in Question 76).

The steps of the ordering process in the workflow are as follows:

- 1. Our CRM will be configured to include the Sourcewell products and SKU price list, as well as the ability to generate unique Sourcewell prospect numbers. These will be reflected throughout the workflow in the quote and purchase order (or order form).
- 2. Our Sales team will provide support to Sourcewell contract prospects to configure their needs to the Sourcewell contract price list and will provide quotes aligned with Sourcewell price list including any additional services (see Question 56 and 64). This will also apply to our dealer and distributor network.
- 3. Our Contract team will ensure that the contractual terms of Urban Radar/Sourcewell are reflected in the final agreement with the customer, and include any potential supplemental contract requirements.
- 4. When the quote is converted into a validated purchase order (or order form see Question 64) from the Client, Urban Radar will match its CRM to the customers' own Purchase Order reference to ensure the tracing of the client's purchase order with the Urban Radar/Sourcewell SKU price list.
- 5. The order is recorded into our CRM to reflect the latest agreed terms.
- 6. The order is then dispatched to:
- a. the Deployment team workflow for implementation
- b. the Contract and Finance team workflow for contract management and invoicing

This is the last step of the ordering process workflow as part of our overall sales and contract management workflow. The workflow directly feeds into the self-audit process that Urban Radar plans to employ to verify compliance with the Sourcewell contract (Question 75).

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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.	Standard and additional Service Level Agreements are captured in our sales and contract management workflow. As part of our Customer Service program, a general demonstration of our products can be provided as a part of a deployment or kick-off meeting, and if needed, Urban Radar staff may provide more in-depth training to a number of key users through professional services. Our experience has shown that key users are then able to train additional staff members if needed, given that they have the appropriate product knowledge, documentation and resources available to them. We ensure that all product documents and user guides are kept up-to-date, but should any additional features be added in the deployment process, regular updates are sent to key users and/or contract administrators (depending on client preference). At a process level, Urban Radar's Customer Service program is designed to ensure full customer satisfaction, including smooth product deployment, high availability, seamless issue resolution, and stress free communication. Under the leadership of one customer service manager, ten team members are trained to provide customer support. Our Customer Service is available Monday-Friday on a toll free number for extended hours from 8am Eastern time to 6pm Pacific time. Response time and dispatch is immediate. Our customers have access to our ticket management system 24/7. The ticket management system enables our customer service team to quickly narrow down any issues to resolve it as efficiently as possible. Sourcewell contracts will receive a higher priority to reinforce the success of the Urban Radar/Sourcewell contract. Urban Radar prioritizes incidents in 4 categories (Critical, High, Medium, Low). The Support Call Process documentation has been uploaded (see Question 64) Urban Radar's Deployment Managers will work with the customer until the incident is closed, including the incident report in their ongoing customer meetings on an as needed basis.	*
31	Describe your ability and willingness to provide your products and services to Sourcewell participating entities in the United States.	quarterly performance reporting to Sourcewell and which will be available for audit purposes. Urban Radar delivers technologies to public entities. Our experience with similar contracts and procurement processes to Sourcewell in Europe have illustrated that public sector entities and vendors alike benefit from a streamlined procurement process, and we aim to maximize the potential of this contract to the fullest. We are eager to provide our products and services to Sourcewell participating entities in the United States.	*
		We have not identified nor do we anticipate any barriers to this deployment.	
32	Describe your ability and willingness to provide your products and services to Sourcewell participating entities in Canada.	In complement to Question 15 which describes Urban Radar's approach to Canada, Urban Radar looks forward to the opportunity to deploy products and services in the United States.	
		We have not identified nor do we anticipate any barriers to this deployment.	*
		The majority of Urban Radar staff - including the Head of Deployment - is French speaking, and we look forward to the opportunity to provide our products and services to both English and French speaking customers across Canada.	
33	Identify any geographic areas of the United States or Canada that you will NOT be fully serving through the proposed contract.	Given that our products are web-based - or in the form of a mobile application - they are available from any geographic location that has Internet or mobile service. Hardware to access our products is not provided as a part of Urban Radar offering.	*
34	Identify any Sourcewell 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?	We do not have any restrictions on where we can promote Sourcewell.	*
35	Define any specific contract requirements or restrictions that would apply to our participating entities in Hawaii and Alaska and in US Territories.	Urban Radar can provide its products to all participating entities.	*

Table 7: Marketing Plan

Line Item	Question	Response *	
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.	Becoming a Sourcewell contract vendor is an instrumental part of Urban Radar's growth and expansion in North America. As such, the North American Sales team's primary focus will be to promote the Sourcewell contracting opportunity to a prioritized list of potential public sector clients and institutions. Urban Radar has already discussed potential product deployment with a number of cities and states in the US, and, for example, will update those leads again to explore potential opportunities through the Sourcewell contract.	
		Our team will produce - in consultation with the Sourcewell team - marketing materials specific to the Sourcewell contract, featuring an FAQ at the end to answer any anticipated questions about use of the Sourcewell contract.	
		From our experience from similar contracts in Europe, we will proactively seek to learn from best practices from other Sourcewell contract suppliers as it accelerates the learning curve as well as create cross selling opportunities. Urban Radar will equally share its best practice to other Sourcewell suppliers.	
		Upon receiving the Sourcewell contract award, Urban Radar would collaborate with the Open Mobility Foundation to prepare a curb management product marketing plan. We will showcase our customers' successful experiences with CDS with the cities of Leuven, Belgium, Funchal, Portugal and/or Strasbourg, France.	*
		We will also leverage our network - not only through OMF, but also organizations such as the World Economic Forum, C40, the Urban Freight Lab - to promote Sourcewell curb management contract opportunities.	
		Urban Radar will target and roll-out our marketing plan to FY2022 USDOT Smart Grant Planning and Prototyping grant recipients as we know they are eager to begin creating a digital curb inventory to allow for the collection of metrics and more efficient curb use. We are aware of the relatively short timeline for implementation of Stage 1.	
		Urban Radar will also tailor its marketing plan towards public sector entities who have secured USDOT, Federal Highway Administration, and Joint Office of Energy and Transportation grants by showcasing how the Sourcewell contract will simplify and accelerate grant or related projects deployment.	
37	Describe your use of technology and digital data (e.g., social media, metadata usage) to enhance marketing effectiveness.	Urban Radar will announce the award of the Sourcewell contract in a Newsletter blast to a large list of potential clients within our CRM, and will then follow-up with a more targeted message to those clients that have been categorized as more advanced "curb management" leads.	*
		We will work with the Sourcewell team to explore potential press release opportunities.	
		LinkedIn has been a primary social media platform for us in the past, and we feel that it is a well-suited tool to promote the Sourcewell contract.	
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?	While Urban Radar will be responsible for promoting the Sourcewell contract, we envision initial information or onboarding sessions with the Sourcewell team to ensure that all Urban Radar team members understand the contract's benefits, potential uses, and benefits to our sales processes. In turn, we will be happy to participate in any Sourcewell events or webinars to share our experience and/or best practices.	*
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.	E-procurement is not currently available for Urban Radar products.	*

Table 8: Value-Added Attributes

Line Question	Response *	
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40	Describe any product, equipment, maintenance, or operator training programs that you offer to Sourcewell participating entities. Include details, such as whether training is standard or optional, who provides training, and any costs that apply.	Urban Radar's Curb-X product often relies on clients to identify members of their staff to use the application to digitize public space and/or curb objects. While the Curb-X interface is designed to be as user friendly as possible, training to these staff members will be provided by Urban Radar team members before product deployment and user support will be provided during specific hours set with the customer. Initial user training as well as support is included in the pricing provided. Additional training needs could be discussed, and any additional training sessions will be provided at extra cost under the Professional Services SKU. If there is any equipment essential to Urban Radar's products that will be installed by a third-party provider (e.g., sensors), Urban Radar may be able to advise customers on appropriate maintenance protocol and responsibilities to be detailed in that particular contract.
		Installation of any sensors or hardware will be coordinated between the third-party provider and local stakeholders; Urban Radar, however, can help to facilitate those discussions at extra cost, although will not be responsible for installation.
		Urban Radar has previously integrated data major sensor providers into its products, thus reinforcing fast deployments and interoperability with other systems.
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.	Urban Radar's products aim to revolutionize curb management to reduce double parked cars and street congestion. We provide better knowledge of the curb, public space and mobility patterns, allowing for data-driven urban planning and dynamic curb regulation. Reduced street congestion allows for reduced time in public transit (such as buses or for-hire vehicles), and improves the travel experience (e.g., reducing stress levels) for drivers, whether they be transit agency employees or the larger public. Less street congestion can also improve time for emergency response as emergency vehicles will get stuck in less traffic.
		Curb space that is allocated to account for actual use - whether it be for paratransit vehicles, deliveries, bike or car parking - improves overall street safety. For example, paratransit riders boarding a vehicle that is double parked and a short walk away from their pick-up location presents hazards that will be reduced if there is a reserved paratransit parking space at the end of the block.
		As for delivery drivers on bicycles, many of them are involved in road accidents: according to a study carried out in 2020, 29% of delivery drivers in the instant delivery sector have had an accident. Infrastructure design and dimensioning will improve their safety, working conditions and, more generally, their experience on the road.
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.	One of the main goals of curb management is to allow for the curb "zoning" or regulations to be more in line with how the curb is actually used. If curb traffic is optimized, this can lead not only to faster deliveries of essential goods to supermarkets and pharmacies, but also more seamless parking for visitors and residents in downtown areas; the number of parking spots can be in proportion to observed demand. For example, an improved car parking experience can have a significant impact on local businesses as visitors will not be deterred from using their car to access local shops, if that is indeed the most convenient mode of transit.
		A joint deployment of Urban Radar's Curb-X and Insights products allows for local governments and public sector actors to: - Standardize curb zones and regulations using the Curb Data Specification, to facilitate uniform analytic outputs, intercity comparisons and large-scale deployment - Aggregate vehicle parking telematics activity data from connected vehicles - Map visualization of curb zones, showing detail of individual curb regulations, filtered visualizations by category, layer visualizations by curb type, purpose, and user - Feature a descriptive analytics dashboard of the curb supply and demand, detailing the distribution of curb zones by purpose and user class, and the patterns of activity of vehicles, including time and location patterns of vehicle arrivals and departures - Perform a comparative analysis between neighborhoods to enrich general findings - Use area filters to obtain differentiated map visualizations and analytics - Map visualization of historical vehicle parking patterns - Map visualization of community-prioritized charging station locations - Create an iconic or colored map showing vehicle stops/parking events - Create an iconic or colored map showing trip origin and destination - Differentiate vehicle type used both in a map and dashboard form - Review daily, weekly, and monthly analysis/visualization of traffic patterns and parking events.
		These products thus allow for a comprehensive inventory for curb zones and regulations to inform changes such as: allocation of parking spaces, curb usage, fare charged (both for EV charging stations and metered parking).

13	Describe your ability to perform projects related to the USDOT Smart Grant Program.	The goals of the USDOT SMART Grant Program strongly align with Urban Radar's mission: using smart community technologies and systems to improve transportation efficiency and safety, while contributing to community equity and resilience.
		Urban Radar intends to provide its curb management technology to the FY2022 Smart Grant successful Phase 1 applicants, including but not limited to: - Portland, OR: Use data and sensors to establish a zero emissions delivery zone - San Jose, CA: Collect curb inventory and utilization data to monitor curb uses, reallocate curb spaces, and provide realtime curb use information to users - Seattle, WA: Establish new Commercial Vehicle Permit (CVP) policies and implement a digital CVP built on the Curb Data Specification (CDS).
		For a FY2023 Smart Grant Stage 1 application centered on the delivery/logistics and connected vehicles themes, Urban Radar intends to use a Sourcewell contract with the city to whom it has provided a letter of commitment. For the application in question, Urban Radar also helped to coordinate a letter of commitment from the Open Mobility Foundation, as we identified the potential for the project to contribute to a new use case for the Curb Data Specification.
		For any curb management products deployed or services provided in conjunction with Stages 1 or Stage 2 of the USDOT Smart Grant Program, Urban Radar commits to providing detailed information for reporting purposes. As a member of the Open Mobility Foundation, Urban Radar will also participate in any relevant OMF Working Groups (e.g., Curb Data Specification Working Group) or committees, and coordinate with OMF staff assigned to the SMART Grant cities collaborative.
44	Describe any technological advances that your proposed products or services offer.	The technological advances of Urban Radar reside in the interoperability of Urban Radar's curb management suite of products. These products have been developed over the past 4 years alongside cities of all sizes at the forefront of innovation adoption in Europe such as Paris Region, Barcelona, Strasbourg, Leuven, Versailles or Copenhagen. Urban Radar is the only technology provider who has developed a multi-product approach to curb management with the goal of adapting to evolving needs to each public sector entity and their curb management strategy.
		Each of the 3 products target a different curb-related use case, and thus a fundamental building block to curb management. Combined, the 3 products provide an all-in solution to curb management by the public sector: - Curb-X is an app that creates a digital inventory of curb space, with outputs of the latest CDS specifications, including the extensive list of curb objects, their geolocation attributes and their specific basic and custom properties (see OMF's CDS specifications for details). Unlike other curb topographic tools, Curb-X also has a web-based administrative interface that allows for the asset management maintenance, allocating and monitoring maintenance work. One key functionality is users' ability to upload pictures to the app, providing photographic evidence of maintenance operations and/or any issues. - Insights is a web-based solution for data visualization and key metric dashboards essential to urban policy and planning decision-making. It provides a data-based approach to traditional consulting or engineering surveys. Insights uses interoperable static data (often provided by the city), as well as CDS data (collected from Curb-X or other technology providers) and dynamic data from sources such as connected vehicles, sensors/cameras, or parking management systems. Our ability to combine static and dynamic data provides a comprehensive understanding of city transportation flows and curb usage. - FlexCurb is an app for commercial vehicle drivers, including delivery workers. Cities deploy the application to monitor commercial vehicle parking, thus monitoring curb usage. The FlexCurb app enables cities to dynamically allocate curbside spaces and communicate curbside regulations (e.g., fares, location of loading/unloading zones). FlexCurb is interoperable with various parking management solutions and their enforcement databases.
		As a value-add to our technologies, Urban Radar can also help to convert existing municipal data into standardized formats - such as the Curb Data Specification - to allow for seamless integration into any dynamic curb management system.

45	Describe any "green" initiatives that relate to your company or to	Urban Radar products have been certified by the following environmentally-focused organizations and labels:	
	your products or services, and include a list of the certifying agency for each.	- Solar Impulse Foundation Referenced Solution: The Solar Impulse Foundation, dedicated to assessing global highly sustainable solutions, presents their top solutions to key stakeholders and decision-makers. Urban Radar received the label in May 2020 and actively participated in various initiatives with the Foundation, notably contributing to the preparation of mobility transition laws in the "Pret à Voter" or "Ready-to-vote" initiative. This initiative awards 50 impactful solutions to be featured as tools needed to implement various types of proposed legislation (e.g., low emissions zone, unloading/loading zone regulations) aimed at significantly reducing carbon emissions and enhancing resilience. The initiative and its series of proposed legislations have been presented to the French Parliament and regional decision makers. - Greentech Innovation label: Directly delivered by the French Ministry of Sustainability and Ecology, this label is granted to companies that have demonstrated a clear commitment to sustainable transition based on viability, technological, and ecological criteria. - Startup with Impact: This label was received by Urban Radar in November 2023 by the French National Investment Bank (BPI), Mouvement Impact France and France Digital.	*
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	Curb management and/or other transportation planning policy decisions made with the help of Urban Radar products can help to: - Ensure commercial fleets comply with local regulations - Optimize commercial delivery routes and operations	
	improvement of energy efficiency.	- Optimize vehicle loading times	
		- Reduce congestion due to double-parking - Optimize road use	
		- Determine ideal locations for and needed supply of parcel lockers, EV charging stations, bikeshare docks, car sharing and other mobility infrastructure - "Green" vehicle fleets	
		According to an analysis produced by Rozo, consultants in energy efficiency, these policy outcomes have the potential to:	
		- Reduce up to 50% in COx - Reduce up to 25% of vehicle miles traveled - Increased the vehicle fill rate from 67% to 90% - Reduce 15% of vehicle consumption.	
		Our products have also been evaluated as being 30 to 50% more efficient than traditional urban planning processes.	
47	Identify any third-party issued eco- labels, ratings or certifications that your company has received for the equipment or products	As stated in our response to Question 45, Urban Radar has been recognized and awarded labels in Europe, and more specifically in France (where the company is headquartered). These labels include:	
	included in your Proposal related to energy efficiency or conservation, life-cycle design (cradle-to-cradle), or other green/sustainability factors.	- Solar Impulse Foundation Referenced Solution: The Solar Impulse Foundation, dedicated to assessing global highly sustainable solutions, presents their top solutions to key stakeholders and decision-makers. Urban Radar received the label in May 2020 and actively participated in various initiatives with the Foundation, notably contributing to the preparation of mobility transition laws in the "Pret à Voter" or "Ready-to-vote" initiative. This initiative awards 50 impactful solutions to be featured as tools needed to implement various types of proposed legislation (e.g., low emissions zone, unloading/loading zone regulations) aimed at significantly reducing carbon emissions and enhancing resilience. The initiative and its series of proposed legislations have been presented to the French Parliament and regional	*
		decision makers Greentech Innovation label: Directly delivered by the French Ministry of Sustainability and Ecology, this label is granted to companies that have demonstrated a clear commitment to sustainable transition based on viability, technological, and ecological criteria.	
48	Describe any Women or Minority Business Entity (WMBE), Small Business Entity (SBE), or veteran owned business certifications that	Our long time partner Ross Infrastructure Ltd is SBE and Veteran Owned (DVBE) certified. Urban Radar is dedicated to work with MWBE, SBE and DVBE businesses whenever possible.	*
	your company or hub partners have obtained. Upload documentation of certification (as applicable) in the document		*

49	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?

Similar to the US, European cities have varying levels of expertise and knowledge on curb management, including its potential benefits and the tools and policies needed to maximize curb use. Urban Radar, however, has been developing curb management technology for the past 4 years, and brings with its products lessons learned (e.g., technology suitability, data sources, policy best practice, public private collaboration models) from 7 countries across the European Union. We are well versed in how to facilitate or help local institutions discuss the curb's potential and expected benefits around its efficient - and digital - management.

Urban Radar's products have historically been accompanied by extensive policy knowledge and expertise, particularly given the Leadership Team's experience in public-private partnerships, large-scale infrastructure financing, and city government. For example, our CEO was a member of the Executive Committee of the National Council for Public-Private in Washington DC, and provides lectures at Stanford University on Public Private Collaboration. Our Head of Deployment spent 5 years in New York City government, finishing her tenure as a Director at New York City Emergency Management.

Urban Radar can thus offer - through professional service agreement contracts - different types of consulting services not only focused on additional product indicators or functionalities to include but also on additional products that could be deployed given local context and strategic priorities, innovative use cases for our products (with best practices from our European deployments), and potential policy recommendations around curb management (as noted in Questions 45 and 47 and the Solar Impulse Foundation's "Ready-to-Vote" initiative).

Members of Urban Radar's Sales and Deployment teams employ three primary areas of expertise - curb management, urban policy and planning, and technology - allowing them to propose the most suitable product to each potential client, and advise on additional services that could be of use.

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?	Warranties cover Urban Radar products, including our web-based platform and apps. The Terms & Conditions, Support Process and Service Level Agreement (uploaded to the Portal) provide details about our support service. Urban Radar's customer service is available Monday-Friday on a toll-free number for extended hours from 8am Eastern time to 6pm Pacific time. Response time and dispatch are immediate.
		Parts of labor are not applicable. Any third-party hardware deployed in conjunction with Urban Radar products will be required to have their own warranty policy.
51	Do your warranties impose usage restrictions or other limitations that adversely affect coverage?	Our warranties cover the quality of product provided as specified in the contract and any subsequent written agreements with our customers. *Warranties do not impose any restrictions or other limitations on coverage.
52	Do your warranties cover the expense of technicians' travel time and mileage to perform warranty repairs?	Given the web-based nature of Urban Radar's products, this question does not apply. In the unlikely event that travel on site is required, this will be discussed with the Client. Any warranties regarding hardware repair and technician travel time to perform repairs should be discussed with equipment manufacturer/hardware vendor.
		Some support calls may require further analysis of the Client's database, processes or setup to diagnose a problem or to assist with a question. Urban Radar will, at its discretion, use an industry-standard remote support tool. Urban Radar's support team must have the ability to quickly connect to the Client's system and view the site's setup, diagnose problems, or assist with screen navigation. More information about the remote support tool Urban Radar uses is available upon request.
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?	For Urban Radar products, technical support is virtually available in all geographic regions of the United States and Canada.
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?	These warranties will be passed on to the original equipment manufacturer.
55	What are your proposed exchange and return programs and policies?	Our SLA and Terms and Conditions reflect our exchange and return programs and policies. Should the services provided by Urban Radar not meet the objectives of the Client, Urban Radar will cancel the contract and reimburse any subscription pro-rata.
56	Describe any service contract options for the items included in your proposal.	Professional services contracts - particularly those looking to modify or customize elements of Urban Radar products (e.g., data visualization features, key indicators, dashboard functionalities) - may be proposed. A scope of work will need to be received from the Client, and Urban Radar will subsequently submit a proposal with a detailed work plan and associated pricing. This addendum will be entered in the sales and contract management workflow to ensure its full capture in the Urban Radar/Sourcewell set of documentation and audit trail (Questions 29, 30 and 64).

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.

Item Question Response *	Line Item	Question	Response *
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57	Describe any performance standards or guarantees that apply to your services	Urban Radar functions on both Google Cloud and its proprietary servers to ensure redundancy, heightened security, and reliability. In both instances, it consistently updates to the latest server configurations and employs multiple availability zones to ensure a 99.9% infrastructure uptime guarantee. Over the past four years, Urban Radar has experienced zero measurable downtime. Our Customer Service is available Monday-Friday on a toll free number for extended hours from 8am Eastern time to 6pm Pacific time. Response time and dispatch is immediate. Our customers have access to our ticket management system 24/7. The ticket management system enables our customer service team to quickly narrow down any issues to resolve it as efficiently as possible.
		Further information on support turnaround guarantees can be found in Question 30 and the accompanying documentation.
58	Describe any service standards or guarantees that apply to your services (policies, metrics, KPIs, etc.)	Urban Radar has uploaded its Support Service Level Agreement to the Portal which provides details on our incident priority categorization and response targets by severity level. We operate in a secure, scalable, reliable cloud and physical server environment that has provided an average solution up-time in excess of 99.99% over the past 12 months.
		Urban Radar's processes and workflows foster efficiency and reliability which is tracked with multiple metrics in every operating function of the company: technology development, project delivery satisfaction and performance, sales effectiveness, market penetration, service delivery, support issue resolution, including automated resolution, etc. The quality of service is what drives value for our customers.
		Urban Radar technology deployments combine a highly structured implementation protocol with a culture of 100% client satisfaction. This is how we meet without fail our clients requirements as well as surpassing them by identifying the improvements needed to help meet the client's main objectives.
		For example, our implementation KPIs include: - Objectives and expected outcome of the client - Identification of stakeholders for the implementation - Implementation timeline - Work requirements by each party - Deliverables schedule - Ongoing feedback loop - Outcome measurement - Improvements.
		Our service performance KPIs include: - Service Level Agreement (SLA) for service standards and guarantees - Adjustments of the SLA where required - Product roll out - Monitoring of product utilization - Product improvement from customer service team - Ongoing feedback loop - Outcome measurement - Improvements.
59	Describe how you will measure cost savings and/or performance improvements with the utilization of your solutions.	Urban Radar products make public sector decision making more efficient and less expensive, while helping sustainable urban planning policies to succeed. Our team will work with clients to determine precise metrics to determine cost savings and performance improvements needed through Urban Radar product use, which may include: - Cost comparison between classic consulting studies and Urban Radar product deployment - Time comparison between classic consulting studies and Urban Radar product deployment - Time between Urban Radar product deployment and policy change (e.g., change in curb space allocation and/or parking regulations) - Traffic and congestion analysis (e.g., average travel time by vehicle type on main travel corridors or streets before and after Urban Radar product deployment) - Number of double parked cars in a set geographic area before and after Urban Radar product deployment.

60	Describe how you use Curb Data Specification (CDS) and how you would further develop these standards in the future.	Urban Radar has used the Curb Data Specification (CDS) in its FlexCurb and Insights products since their conception, through the conversion of raw curb regulations data into the CDS Curbs API. As such, our products allow for cities (or other public sector entities) to standardize their public space data, paving the way for cities to manage the digital curb and related uses, such as dynamic parking and even EV charging infrastructure.
		As stated in our responses to Questions 43, 44 and 81, as a member of OMF, Urban Radar participates in the MDS and CDS working groups, and will continue to do so. We are committed to coordinating with OMF staff to ensure we are sharing best practice with other OMF members - public and private - to discuss our use of CDS, and provide feedback to further and even modify (if needed) the data standard as well as adapt it to additional use cases.
61	Describe your experience with Mobility Data Specification (MDS), as well as how you use MDS to help improve agencies' transportation systems.	Urban Radar was involved in preliminary phases of MDS development in 2018, while discussions around the development of a common data specification were still being facilitated by the City of Los Angeles. As a result, Urban Radar used MDS (escooter data) in the MVP of the Insights product and applied it to early MDS adopters (escooters service providers) in Washington DC. We also helped the City of Paris prior to the first escooter tender, advocating for the use of MDS but also providing expertise and coaching on the benefits of such a data standard.
		Since 2020, Urban Radar's core business has focused on urban logistics, with our efforts re-focused on CDS. We occasionally participate in the OMF MDS Working Group meetings, although through newsletters and discussions with OMF staff, we remain up-to-date on any major changes.

Table 10: Payment Terms and Financing Options

Line Item	Question	Response *
62	Describe your payment terms and accepted payment methods.	Urban Radar standard payment terms are Net 30. We accept ACH and EFT transactions and physical checks.
		Urban Radar understands that some clients may not prefer to operate on this term and is willing to offer alternative payment terms. Urban Radar is also willing to adapt its terms to Sourcewell's preference.
63	Describe any leasing or financing options available for use by educational or governmental entities.	Urban Radar individual and entire suite of products is offered as Software-as-a-Service (SaaS). This model enables to smooth many typical large upfront installation costs, software licenses, and other variable costs such as cloud base data processing, storage infrastructure, or upgrades. It is an equivalent model to a leasing model.
		Public sector clients can therefore pay monthly, quarterly or annually with discounts available based on the subscription model elected.
		Consequently, Urban Radar's model helps public entities minimize the risk of large upfront costs associated with technology deployment and rather offer a transparent and consistent pricing model.
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.	Urban Radar has an in-house suite of standard transaction documentation reflecting each step of its overall sales and contract management workflow (Questions 29 and 30). We will review and adapt our documentation to reflect Sourcewell's requirements. Alternatively, we will review and comment on Sourcewell's standard documentation to align it as best as possible to Urban Radar's preferred terms.
		We understand that the Urban Radar/Sourcewell contract may be adapted to reflect some agencies specific requirements that are not included in the Sourcewell terms and conditions as long as these do not interfere with the general purpose or intent established in the current contract.
		We have uploaded the following set of standard documents: - Terms and Conditions - Service Level Agreements - Support Terms - Third Party Terms.
		As described in Questions 29 and 30, Urban Radar will adapt its online purchase order (order form) workflow to the Sourcell contract in order to reflect the Sourcewell products and price list, and generate unique Sourcewell prospect numbers.
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?	Urban Radar accepts P-Card procurement and payment process. There are no additional costs to Sourcewell participating entities for using this 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 Sourcewell Price and Product Change Request Form.

Line Item	Question	Response *
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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 Sourcewell discounted price) on all of the items that you want Sourcewell to consider as part of your RFP response. If applicable, provide a SKU for each item in your proposal. Upload your pricing materials (if applicable) in the document upload section of your response.	Urban Radar has provided detailed pricing information for its curb management software products and associated professional services through the accompanying spreadsheet. Each product and service is assigned a distinctive Stock Keeping Unit (SKU). The pricing model for all software products is presented as an annual subscription, with the flexibility to be further segmented into monthly, quarterly, or biannual payment schedules upon customer request. Service charges are computed on an hourly basis and are invoiced either upon service completion or in accordance with the payment timeline established in the individual Statement of Work (SOW). Additional features or enhancements to products, such as customized indicators or supplementary functionalities, will be priced at the time of the service order. The pricing is contingent upon	*
		factors mentioned earlier, with an additional fee for any associated project management, consulting, and/or specialized technological development services. To tailor the offering to each potential customer's needs, a personalized SOW is essential. This document aids in determining the precise quantity of each product required. The overall pricing is influenced by various factors, including but not limited to the quantity of products purchased, the number of users, and the duration of the contract.	
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.	Urban Radar includes a discount between 8% and 25% to its MSRP for all SKUs included in Sourcewell pricing sheet.	*
68	Describe any quantity or volume discounts or rebate programs that you offer.	The subscription model is designed specifically to scale to any size of customer. Urban Radar provides an additional volume discount between 8% and 12% based on the number of products sold and the number of users.	*
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.	Urban Radar regularly helps source open market/nonstandard options such as hardware, sensors, data or related services. This is essential to our services, and a central motivation in maintaining an overall network of partnerships. In the event that Urban Radar helps source such products or related services, we do not charge a markup; this recommendation is considered a benefit or value-add of our partnership strategy.	
		When Urban Radar directly supplies products or related services, we charge a small markup to cover for our administrative and integration costs. This markup varies between 5% and 15% depending on the complexity of the requirement on Urban Radar. This percentage is established during the Statement of Work development process.	*
		Please note that Urban Radar typically analyzes data sources and options available, with the goal of helping the Client minimize their need to buy additional products or related services. For example, we perform an audit of the sensors and/or cameras already installed locally to see if we can re-use them or their data feed. This provides better value for money to our clients.	
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 predelivery inspection, installation, set up, mandatory training, or initial inspection. Identify any parties that impose such costs and their relationship to the Proposer.	Urban Radar pricing model does not have hidden costs. As a cloud-based solution, there are no additional costs associated with inspection, installation, or set up. The only costs that may apply in addition to the subscription are the hourly rates for the associated professional services or the purchase of "sourced" products or related services described in Question 69.	*
71	If freight, delivery, or shipping is an additional cost to the Sourcewell participating entity, describe in detail the complete freight, shipping, and delivery program.	Being a cloud-based solution, there are no freight, delivery or shipping costs associated with Urban Radar products.	*
72	Specifically describe freight, shipping, and delivery terms or programs available for Alaska, Hawaii, Canada, or any offshore delivery.	Being a cloud-based solution, there are no freight, delivery or shipping costs associated with Urban Radar products for Alaska, Hawaii, Canada, or any offshore delivery.	*

73	Describe any unique distribution and/or delivery methods or options offered in your proposal.	Being a fully cloud-based solution, the distribution exclusively takes place over the internet. For dedicated iOS, Android, and Windows	
		applications, a secure download link is also supplied. Although Urban Radar offers hands-on and, when needed, on-site	*
		implementation and training, every aspect of distribution and delivery can be seamlessly carried out remotely. This approach substantially	
		improves the efficiency of the entire process.	

Table 12: Pricing Offered

L	ine em	The Pricing Offered in this Proposal is: *	Comments
7		c. better than the Proposer typically offers to GPOs, cooperative procurement organizations, or state purchasing departments.	

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.	Our workflow management system records any actions taken as early as the steps of prospect identification that could become a Sourcewell participating entity. Client contracts approved within the Sourcewell framework will be managed through our company-wide workflow management platform, Monday.com. More details have been provided in the answer to Question 29. To ensure that Sourcewell participating entities obtain the proper pricing of the Urban Radar/Sourcewell contract, a
		specific template for any Sourcewell quote, order form and SKU pricing will be set up. Our Sales and Customer Service teams will therefore be directed to select SKUs that are already set up in the system (by our Contract team), ensuring pricing and contractual compliance. This minimizes the risk of manual errors. Once the quote is approved and a contract is prepared by the Contract and Finance team, it is reviewed to ensure proper pricing and compliance with the Sourcewell contract. The Contract and Finance team review the proposed contract - with a checklist of Sourcewell-specific requirements - before contract signature.
		On a quarterly basis, our Contract and Finance team will review all contracts completed to ensure that all participating entities were offered the appropriate pricing structure and other conditions, and once their review is final, the Administration team will transfer the administrative fee to Sourcewell.
		Urban Radar's workflow automates alerts to the Contract and Finance team at the agreed-upon timeframe for calculating the applicable fees based on the contract value. This team ensures that all sales under the Contract are tracked and appropriately reported each quarter to Sourcewell. The administrative fee is then transmitted to the Administrative team, which then authorizes payment promptly to Sourcewell. A copy of the sales report will also be attached for reference.
		Urban Radar's New York City-based Head of Deployment will be the point of contact for any contract matters, and will send the required reporting to Sourcewell on a quarterly basis.

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.	Relying on our workflow initiated from the early lead identification, Urban Radar tracks all events related to sales, implementation, finance and contract events. For Sales, our reporting will include (non exhaustive list): - Prospect numbers by maturity of each prospects - Conversion rate at each stage of a prospect - Duration of each prospect stage - Analytics with total number of participating agencies - Analytics about contract value - Analytics about the full prospect lifecycle to signature and implementation - Analytics by SKUs and contract terms. For Implementation, our reporting will include (non exhaustive list): - Average time between contract signature and product deployment - Ongoing performance of the contracts - Number of users - Number of service desk calls - Length of deployment - Retention rate - Add-on or Service addendums. For Finance, our reporting will include (non exhaustive list): - Sales spent - Marketing spent - Technology spent - Deployment spent - Profit analysis - Invoices cycle - Administrative fee - Percentage of product sales (North America) completed through Sourcewell contract. For Technology, our reporting will include (non exhaustive list): - Number of technology service desk calls or interventions - Percent increase in number of users - Bugs reported - Average time between bug and related correction - Retention rate / number of returning customers.
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.)	The partnership with Sourcewell is a long term collaboration opportunity that Urban Radar will foster and nurture. From experience of similar types of contracts, the service provided by Sourcewell is beneficial to all stakeholders involved.

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

Line Item	Question	Response *
	Provide a detailed description of the equipment, products, and services that you are offering in your proposal.	Urban Radar provides a cloud-based suite of 3 technologies dedicated to curb management and most relevant to this RFP. Urban Radar has designed and developed products that are flexible and interoperable. They have been developed over the past 4 years alongside cities of all sizes at the forefront of urban innovation. Urban Radar is the only technology provider who has developed a multi-product approach to curb management with the goal of adapting to evolving needs to each locality and their curb management strategy.
		Our products combine multiple technologies and have multiple functional outcomes, each one an essential building block to effective curb management by public entities:
		Curb-X: Our app-based curb asset inventory solution that enables to create an

interoperable digital inventory of curb assets location and properties such as curb spaces and parking regulations.

- Outputs in CDS format. Interoperable with other systems the city may have.
- Evolutibility: Curb-X can be tailored to each city's requirements or is easily upgraded to reflect new objects or properties.
- Potential use case: 5 city employees install Curb-X on their mobile phone or tablet, and go into the field to digitize the location of loading zones, bus stops, parking meters, and associated parking fares. They can also capture the basic and custom properties of each curb asset. This data can be used for curb master planning, new policy evaluation or investment decisions.
- Bonus: Unlike the typical curb topographic tools, Curb-X has an administrative interface that allows city managers to not only oversee curb inventory but also plan preventative and reactive maintenance, allocate and monitor the work and have pre and post picture evidence for ease of control.

Insights: Our cloud-based visualization and analytics platform dedicated to curb planning in relation to transportation patterns. Insights provides a clear understanding of the city's use to urban planners and city managers alike. Insights is built with the understanding that each city has unique requirements when it comes to use cases about curb management, urban logistics, EV charging or planning in general. Outputs are available in multiple formats to reflect the needs of each user (i.e., suitable for GIS platform, pdf reports or xls analysis).

- Evolutibility: Insights is built to reflect each city's specific requirement without the need of costly ad hoc development. Insights is built to upgrade to new sources of data.
- Potential use case: CDS-formatted curb data collected through Curb-X is integrated into Insights, and combined with dynamic flow data from data sources such as connected vehicles, sensors/cameras, or parking management systems or data including Urban Radar's own FlexCurb product. The result is a fundamentally new understanding of the city: curb in relation to street use, policy updates, regulation streamlining, low emission zone planning, real estate master plan, urban logistics centers planning, etc. The planning use case includes analysis of trip origins and destinations and parking behavior. Dashboards are provided to help understand real curb use, and compare different neighborhoods.
- Bonus: Insights is typically initially used for planning purposes but quickly becomes an essential tool for managing the monetization of the curb for parking and economic development purposes. Urban Radar is currently deploying Insights for managing the permitting and control of flexible public space allocation.

FlexCurb: Our commercial vehicle dedicated app solution. FlexCurb App enables commercial drivers (including delivery workers) to communicate their parking events to cities. This data feeds into the parking enforcement database. The FlexCurb app helps to dynamically allocate curbside spaces and communicate regulations to drivers.

- Outputs: Trip origin/destination and parking event data. FlexCurb is interoperable with the parking management solution and enforcement databases.
- Evolutibility: FlexCurb is the first step towards commercial dynamic parking management and includes features reflecting the evolution of commercial parking regulations and fees.
- Potential use case: Commercial vehicle drivers use FlexCurb to find available loading zones (close to their delivery destination), reserve a spot, and pay using the app. Their reservation activity helps the city better allocate loading zones and respond to commercial drivers needs.
- Bonus: FlexCurb can be used by delivery drivers to document issues with curb usage and regulations such as double parking, unavailable loading zones, conflicting regulations, and safety concerns.

Each product includes APIs to share data between third parties. Our technology is built to receive or send data from any existing system, facilitating the integration with any legacy or current solutions already in place.

These three Urban Radar products are best deployed "chronologically" beginning with Curb-X, although can be purchased separately depending on local priorities. Urban Radar's product structure gives cities price flexibility and cost-control, with the ability to add-on modules later.

Urban Radar also offers the option to customize any of our products, and have worked with a number of local governments in Europe to do so. This will be included in a professional service contract, as referenced in Question 56, and includes consulting, data science and project management expertise.

If required for the client to meet its curb management objectives, Urban Radar can assess the suitability to leverage existing sensors installed in the city to capture data that can feed into the product Insights. This improves the value for money of existing equipment.

Urban Radar can also advise on third-party manufactured hardware or data sources to participating entities. This need can be assessed directly with the Client.

79	Within this RFP category there may be subcategories of solutions. List subcategory titles that best describe your products and services.	- Digitization of inventory and regulations, including creation of sector or citywide digital curb - Issues application programming interfaces (APIs) and build services around them - Data, software, and hardware implementation, integration, and management
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.	As described in Question 60, Urban Radar products use CDS, promoting larger connectivity to digital and smart infrastructure. Traffic and/or data from intelligent transportation systems could also be integrated into the Insights product, to allow for historical analysis and policy evaluation. Insights also has the ability to integrate connected vehicle data as referenced in Question 78.
81		

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
82	Digitization of inventory and regulations, including creation of sector or citywide digital curb.	© Yes C No	Urban Radar's Curb-X product is an app-based curb asset inventory solution that enables to create an interoperable digital inventory of curb assets location and properties such as curb spaces and parking regulations. Curb-X also allows for the digitization of other urban infrastructure assets, and may also be used for its maintenance and management.
83	Sensors and cameras, including installation services.	C Yes No	While Urban Radar does not provide sensors or cameras, we can provide a list of potential vendors that can provide relevant hardware and installation, highlighting those with whom we have already worked. We can also provide guidance on what type and format of data may be needed from the hardware vendor. Urban Radar products are equipped with an API that can connect to any type of sensor or hardware.
84	Issue application programming interfaces (APIs) and build services around them: i. Historical and/or real-time monitoring and performance reporting; ii. Curb availability (parking, loading, etc.), reservations, and driving directions; iii. Predictive modeling.	© Yes C No	While our products offer historical and real-time monitoring as well as metrics on curb availability, Urban Radar products do not offer routing (e.g., driving directions) or predictive modeling.
85	Data, software, and hardware implementation, integration, and management; i. Internal and external integration; ii. Integration of old data and collection of new data; iii. Data warehousing.	© Yes ○ No	Data integration and management is an integral part of the "back-end" of Urban Radar products.
86	Digitized permit systems, including dynamic pricing.	C Yes C No	While Urban Radar products do not offer permitting systems or are unable to implement dynamic pricing, use of our products can inform dynamic pricing structures.
87	V2I technology with scalability.	C Yes ⓒ No	Interoperability with Insights
88	Intelligent transportation systems, such as transit signal priority, transportation system controllers, and digital signage.	C Yes No	Interoperability with Insights

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 *	
	C Yes	
	€ 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 Urban Radar Price list for Sourcewell Urban Radar Curb- Sourcewell pricing.pdf Monday December 04, 2023 12:12:47
 - Financial Strength and Stability 2022 Urban Radar Group financial statements letter.pdf Monday December 04, 2023 12:13:31
 - Marketing Plan/Samples 2023 12 04 Urban Radar Marketing Sourcewell EN.pptx.pdf Monday December 04, 2023 14:56:48
 - WMBE/MBE/SBE or Related Certificates Ross ID DVBE Cert.pdf Sunday December 03, 2023 17:05:56
 - Warranty Information Urban Radar SUPPORT PROCESS.pdf Monday December 04, 2023 12:13:53
 - <u>Standard Transaction Document Samples</u> Urban Radar T&Cs tripartite with Sourcewell.pdf Monday December 04, 2023 12:14:00
 - Requested Exceptions (optional)
 - Upload Additional Document Urban Radar SERVICE LEVEL AGREEMENT.pdf Monday December 04, 2023 12:14:14

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. - Philippe Rapin, CEO, Urban Radar

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.

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.

	I have reviewed the	
File Name	below addendum and attachments (if applicable)	Pages
Addendum_9_Curb_Management_Technologies_RFP_120423 Wed November 22 2023 09:20 AM	M	3
Addendum_8_Curb_Management_Technologies_RFP_120423 Tue November 21 2023 04:42 PM	M	2
Addendum_7_Curb_Management_Technologies_RFP_120423 Mon November 20 2023 04:39 PM	M	5
Addendum_6_Curb_Management_Technologies_RFP_120423 Tue November 14 2023 04:30 PM	M	2
Addendum_5_Curb_Management_Technologies_RFP_120423 Fri November 10 2023 04:30 PM	M	1
Addendum_4_Curb_Management_Technologies_RFP_120423 Wed November 8 2023 04:04 PM	M	1
Addendum_3_Curb_Management_Technologies_RFP_120423 Mon October 30 2023 03:54 PM	M	3
Addendum_2_Curb_Management_Technologies_RFP_120423 Fri October 27 2023 02:12 PM	M	1
Addendum_1_Curb_Management_Technologies_RFP_120423 Fri October 20 2023 04:21 PM	M	2