

Solicitation Number: RFP #120423

# **CONTRACT**

This Contract is between Sourcewell, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 (Sourcewell) and Barcelona Smart Technologies, S.I., dba Urbiotica, C/Guitard 43 2-1, 08014 Barcelona, Spain (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.

Rev. 3/2022

# 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 tax-exemption certification(s). When ordering, a Participating Entity must indicate if it is a tax-exempt entity.
- C. HOT LIST PRICING. At any time during this Contract, Supplier may offer a specific selection of Equipment, Products, or Services at discounts greater than those listed in the Contract. When Supplier determines it will offer Hot List Pricing, it must be submitted electronically to Sourcewell in a line-item format. Equipment, Products, or Services may be added or removed from the Hot List at any time through a Sourcewell Price and Product Change Form as defined in Article 4 below.

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

# 4. PRODUCT AND PRICING CHANGE REQUESTS

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

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

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

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

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

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

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

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

#### 6. PARTICIPATING ENTITY USE AND PURCHASING

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

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

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

- B. ADDITIONAL TERMS AND CONDITIONS/PARTICIPATING ADDENDUM. Additional terms and conditions to a purchase order, or other required transaction documentation, may be negotiated between a Participating Entity and Supplier, such as job or industry-specific requirements, legal requirements (e.g., affirmative action or immigration status requirements), or specific local policy requirements. Some Participating Entities may require the use of a Participating Addendum, the terms of which will be negotiated directly between the Participating Entity and the Supplier or its authorized dealers, distributors, or resellers, as applicable. Any negotiated additional terms and conditions must never be less favorable to the Participating Entity than what is contained in this Contract.
- C. SPECIALIZED SERVICE REQUIREMENTS. In the event that the Participating Entity requires service or specialized performance requirements not addressed in this Contract (such as 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. 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

2. *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

3. 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 CLAUSE. Supplier agrees to list Sourcewell, 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.
- 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

Bv: Docusigned by:

Jeveny Schwartz

COFD2A139D06489...

Jeremy Schwartz
Title: Chief Procurement Officer

2/16/2024 | 7:14 AM CST Date: Barcelona Smart Technologies, S.I.

Docusigned by:

Marc Boller

FD365C4FEFFD4B1.

Marc Boher Genis Title: Executive Board Member & Chief Operating Officer

2/16/2024 | 1:04 AM MST Date:

# RFP 120423 - Curb Management Technologies with Related Services

### **Vendor Details**

Company Name: Urbiotica

Joaquim Molins 5, 4-1

BARCELONA, Catalonia 08028

Address:

Contact: Laritza Vega Quintana
Email: info@urbiotica.com
Phone: 931-169-1731
Fax: 664-39-6074

Fax: HST#:

#### **Submission Details**

Created On: Friday October 27, 2023 02:08:52
Submitted On: Monday December 04, 2023 10:47:12

Submitted By: Laritza Vega Quintana Email: info@urbiotica.com

Transaction #: 6e46b0f7-993f-4690-b726-eabeee9c4785

Submitter's IP Address: 213.96.8.15

# **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")	Barcelona Smart Technologies, S.L.	*
	Identify all subsidiary entities of the Proposer whose equipment, products, or services are included in the Proposal.	None	*
3	Identify all applicable assumed names or DBA names of the Proposer or Proposer's subsidiaries in Line 1 or Line 2 above.	Urbiotica	*
4	Provide your CAGE code or Unique Entity Identifier (SAM):	N/A. Urbiotica is a Spanish based company.	*
5	Proposer Physical Address:	C/ Guitard 43 2-1 08014 Barcelona. Spain	*
6	Proposer website address (or addresses):	www.urbiotica.com	*
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):	Marc Boher Genís, Executive Board Member & Chief Operating Officer C/ Guitard 43 2-1 08014 Barcelona, marc.boher@urbiotica.com, +34 931 69 17 31	*
	Proposer's primary contact for this proposal (name, title, address, email address & phone):	Marc Boher Genís, Executive Board Member & Chief Operating Officer C/ Guitard 43 2-1 08014 Barcelona, marc.boher@urbiotica.com, +34 931 69 17 31	*
9	Proposer's other contacts for this proposal, if any (name, title, address, email address & phone):	Laritza Vega Quintana, Presales Manager, C/ Guitard 43 2-1 08014 Barcelona, laritza.vega@urbiotica.com, +34 931 69 17 31  Kevin Woznicki, U.S.A. Sales Manager, kevin@parktrans.us, +1 (215) 478-1169	

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

Line Item Q	uestion	Response *	
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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.

Since 2008, year of the funding of the company, Urbiotica has designed, developed and produced outdoor Smart Parking detection systems and complete solutions to help both public and private customers to solve their parking problems, improving the dynamic guidance delivered to drivers as well as the efficiency of the enforcement operations.

Urbiotica core values

- Reliability. Over time, we have earned recognition for both our products and our commitment to customer service. In the market, we are acknowledged for the excellent performance of our solutions, which is no small feat considering that we are dealing with innovative products based on the latest technologies. Our solutions are currently operational in diverse and demanding environments, such as Canada, Brazil, or Qatar, consistently delivering high-level results.
- Costumer focused. We take care of our clients and partners by building long-term relationships. We support them in both pre-sales and execution, as well as the subsequent operations of each project. Whether they are 10 km away or 10,000 km away, we are one.
- Cooperation. Because we care for and collaborate closely with all our stakeholders — customers, users of our technology, suppliers, shareholders, and the team — to fulfill our mission
- Talent. In both technological aspects and market knowledge for each product line, we are a team that works with ambition and passion for what we do
- Innovation. Through the ongoing integration of technologies such as IoT or AI
  into our products and the implementation of new services and business models

Urbiotica offering includes all necessary components to do so, totally integrated from the user point of view at software level, in order to limit extra developments and integration costs and simplify deployments.

- $\bullet$  Smart parking leader with over 15 years of experience and 100.000 devices deployed.
- Highly accurate and robust single space and counting vehicles detection technologies.
- Integrated guidance & enforcement solutions with VMS and software applications
- Various wireless communication protocols available: U-Sense, NB-IoT, LoRa, LoRaWAN
- Autonomous sensors with automatic and continuous calibration
- Easy roll & out and maintenance thanks to dedicated field tools
- Software sensor that uses Artificial Intelligence (AI) to detect the presence of cars in static images from any existing camera and provides real-time occupancy data for smart parking management.
- Standard API for integrations with 3rd party systems and from external devices
- Strongly recognized support and documentation for partners

Thanks to our certified partners network (partner's list uploades), Urbiotica has been successfully deployed in over 200 projects in 5 continents, monitoring over 100.000 parking spaces, giving us a unique experience to offer you the very best of our smart parking systems.

List of installed projects uploaded.

What are your company's expectations in the event of an award?

We expect Sorcewell to serve as a tool to intensify our contacts with cities, especially those that have been awarded Smart Grants. We have already undertaken contacts with cities such as Philadelphia, Portland, Pittsburgh, Henderson, Canovanas, Miami, Silver Springs, Sarasota and Nashville, to cite a few. We can present to the cities the advantages of being a Sourcewell supplier such as potential for cost savings and streamlined procurement processes.

We also think being a Sourcewell supplier will give us:

- Access to a vast market of potential buyers.
- Faster and more efficient transactions.
- Competitive advantage when participating in bids and proposals for public sector contracts. Public entities often appreciate the use of cooperative purchasing agreements as it can save them time and resources.
- Contract Stability: Since Sourcewell contracts are typically awarded for a set period it would give us more contract stability. This can be advantageous for business planning and forecasting.
- Visibility and Marketing Opportunities: We can take advantage of the fact that Sourcewell promotes its contracts and suppliers, offering increased visibility for companies participating in the program. This can be valuable for marketing and building brand recognition within the public sector.

- Enhanced compliance and transparency.

12	Demonstrate your financial strength and stability with meaningful data. This could include such items as financial statements, SEC filings, credit and bond ratings, letters of credit, and detailed reference letters. Upload supporting documents (as applicable) in the document upload section of your response.	Hereafter we share the relevant information that can be publicly shared. If needed we can share, under confidentiality, any additional information needed.  2021 2022 2023LE  Sales 1.682.516 2.337.824 2.963.551  EBITDA 12.147 175.244 198.773  Gross Margin 46,2% 51,4% 53,0%  WC ratio 35,3% 40,9% 51,3%  Debt ratio 32,3% 27,7% 27,2%  Reference letters from project execution uploaded:  - City of Burlington - City of Opole - City of Doha (Tasmu) - City of Rethymno
13	What is your US market share for the solutions that you are proposing?	We estimated to have 24% share of the USA market in the last 5 years. With project in USFC and LA Metro.
14	What is your Canadian market share for the solutions that you are proposing?	We estimated to have a 36% share of the Canadian market in the last 5 years.
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?	Manufacturer.  Our mission is to create a global network of trusted partners to implement our innovative and sustainable mobility solutions in the major cities worldwide. We bring value to our clients through the improvement and innovation of their processes, products, and services by digitizing them.  Aligned with that mission Urbiotica works with a network of international partners to market, distribute and install our products. A list of our international partners will be uploaded in the upload section of the bid and can be reviewed on our website: https://urbiotica.com/us/partners-advanced-search/. Relevant to highlight that with that model we are successfully serving markets such as Brazil, Qatar or Australia with significant challenge in terms of physical distance and time difference.  Responsibilities forwarded to the Partner: Partners take responsibility for sales and field services and contracts with Urbiotica. All sales and field service personnel is in the employ of our partners. Remote support service personnel are employees of Urbiotica.  We take care of our Partners by establishing long-term relationships. We support them trough our Partner program in all the sales/project cycle: pre-sales, execution, and subsequent operations of each project.  Benefits for our Partners program members include, but are not limited to:  Information and/or only training for any product upgrade or change.  Access to our private partner section on our website. With access to all marketing materials and technical documentation.  Preferential access to our technical support and our presales team.  Featured in our website as partner for the area covered.  Support in marketing activities trough:  Advice based on our broad experience.  Access on editable form to all our digital support (brochure, videos, etc.)  Materials such as brochures, samples, etc.  Upon partner request join actions including Market Development Funds (MDF) for advertising, attending regional shows. Subject to Urbiotica management approval and followin

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.	Urbiotica is evolving is product range of IoT sensor with  the substitution of U-Spot DUO, the device used on current project in USA, by U-Spot 3.0 that will be available for delivery from February 2024.  the launch of U-Spot M2M version compatible with USA NB-IoT radio bands  Product certificates uploaded:  U-Spot DUO: CE and FCC documents  LoRa Gateway: CE and FCC documents  U-Spot 3.0: CE, FCC & IC request. Should be completed by the end of January 2024.  U-Spot M2M:  CE  B. FCC & IC request. Should be completed by March 2024  Urbiotica externalizes its production in factories in Spain to ensure high quality standards. Hereafter the ISO certificates from our manufacturer subcontractors:  Certificate U-Spot 3.0_ISO9001  Certificate U-Spot M2M_ISO9001	*
18	Provide all "Suspension or Debarment" information that has applied to your organization during the past ten years.	N/A. Never suspended or debared	*

**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	Urbiotica has been highlighted as one of the leading Smart Parking solutions provided in several market reports since 2015 and even before what demonstrate longevity in the market:
		1. Contrive Datum Insights Pvt. Ltd.
		https://www.linkedin.com/feed/update/urn:li:activity:7123336631436124160/? actorCompanyld=1635043  2. MarketReports. Smart Waste Management Systems https://www.linkedin.com/feed/update/urn:li:activity:7114904419770466305/? actorCompanyld=1635043  3. Mordor Intelligence. Leaders Marché. https://www.mordorintelligence.com/fr/industry-reports/europe-smart-parking-market  4. IDC. ANALYZE THE FUTURE. https://www.aeiciberseguridad.es/descargas/categoria6/8883484.pdf  5. Valenciacars. El Mercado de estacionamiento inteligente https://walenciacars.blogspot.com/2021/05/mercado-estacionamiento-inteligente-valorado- 16740-millones-2028-nivel-mundial.html  6. Deloitte. The future of parking https://www2.deloitte.com/content/dam/insights/us/articles/4745_FoM-and- parking/4745_FoM-and-parking.pdf  7. OpenPR. New Innovation In Smart Parking Market With Worldwide Key Players https://www.openpr.com/news/1492714/new-innovation-in-smart-parking- market-with-worldwide-key-players-amano-mcgann-inc-urbiotica-smart-parking- market-with-worldwide-key-players-amano-mcgann-inc-urbiotica-smart-parking- menics-co-ltd-skidata-ag-mindteck.html  8. Atlanta Research Reports https://www.linkedin.com/feed/update/urn:li:activity:6916451558771585024/? actorCompanyld=1635043  10. ICT. Market Research Future - SmartWasteManagement https://www.linkedin.com/feed/update/urn:li:activity:6925425908317048832/? actorCompanyld=1635043  11. Prophecy Market Insights. Smart Waste Management Market
		https://www.linkedin.com/feed/update/urn:li:activity:6935853220997001217/? actorCompanyId=1635043 12. Polaris Market Research & Consulting.
		https://www.linkedin.com/feed/update/urn:li:activity:6935924763563294720/? actorCompanyId=1635043 13. Global Research Analysis. https://www.linkedin.com/feed/update/urn:li:activity:6940953350796386304/?
		actorCompanyId=1635043  14. Market Research Access Services. https://www.linkedin.com/posts/market-research-access-services_smart-

		parking-technologies-activity-6978207546239037440-vdXe/? utm_source=share&utm_medium=member_desktop 15. Sample Global Parking. https://urbiotica- my.sharepoint.com/:b:/r/personal/marc_boher_urbiotica_com/Documents/Product%20Man	*
		agement/02_MARKET_MONITORING/01_MARKET_RESEARCH_%26_PROBLEMS/00_Parking/Sample-Global%20Parking%20Detector%20Professional%20Survey%20Report%202021,%20For ecast%20to%202026.pdf?csf=1&web=1&e=cVwlcY  16. Smart Cities: Connected Public Spaces https://urbiotica-my.sharepoint.com/:b:/r/personal/marc_boher_urbiotica_com/Documents/Product%20Man	
		agement/02_MARKET_MONITORING/01_MARKET_RESEARCH_%26_PROBLEMS/00_Parking/Smart%20Cities%20- %20Connected%20Public%20Spaces%202nd%20Edition%20brochure.pdf?	
		csf=1&web=1&e=qNJCto 17. Global Smart Parking Market. https://urbiotica-my.sharepoint.com/:b:/r/personal/marc_boher_urbiotica_com/Documents/Product%20Man agement/02_MARKET_MONITORING/01_MARKET_RESEARCH_%26_PROBLEMS/00_Parking/market-research-report-global-smart-parking-market.pdf?	
		csf=1&web=1&e=ZmTKGG  18. Global Parking Management Market. Trends and Forecast to 2023 https://urbiotica-	
		my.sharepoint.com/:b:/r/personal/marc_boher_urbiotica_com/Documents/Product%20Man agement/02_MARKET_MONITORING/01_MARKET_RESEARCH_%26_PROBLEMS/00_Parking/TOC-Global%20Parking%20Management%20Market%20-%20Trends%20and%20Forecast%20to%202023.pdf?csf=1&web=1&e=eA7VI4  19. Urban Mobility in Smart Cities. Smart Mobility Technologies, Infrastructure, Services, and Solutions in the Smart City: Business Drivers, City and Supplier Profiles and Market Applying and Forecasts.	
		Profiles, and Market Analysis and Forecasts https://urbiotica-my.sharepoint.com/:b:/r/personal/marc_boher_urbiotica_com/Documents/Product%20Man agement/02_MARKET_MONITORING/01_MARKET_RESEARCH_%26_PROBLEMS/00_Parking/Urban%20Mobility%20Naviang-15-Executive-Summary.pdf?  csf=1&web=1&e=fMac11	
		20. Smart Parking Systems Sensor and Communications Hardware, Software, Services, and Smart City Applications: Global Market Analysis and Forecasts https://urbiotica-	
		my.sharepoint.com/:b:/r/personal/marc_boher_urbiotica_com/Documents/Product%20Man agement/02_MARKET_MONITORING/01_MARKET_RESEARCH_%26_PROBLEMS/00_Parking/Smart%20Parking_Navigant-15-Executive-Summary.pdf?csf=1&web=1&e=LFilQz 21. Transparency - Market Research. Smart Parking Systems Market https://urbiotica-	
		my.sharepoint.com/:b:/r/personal/marc_boher_urbiotica_com/Documents/Product%20Man agement/02_MARKET_MONITORING/01_MARKET_RESEARCH_%26_PROBLEMS/00_Parking/Executive%20Summary_Smart%20Parking%20Systems%20Market%20-%20%20Global%20Industry%20Analysis,%20Size,%20Share,%20Growth,%20Trends%20 and%20Forecast,%202015%20-%202022.pdf?csf=1&web=1&e=Tla6IA 22. La Vanguardia. Tres catalanas entre las quince empresas más innovadoras en smart cities https://www.lavanguardia.com/economia/20141005/54416764899/trescatalanas-entre-las-quince-empresas-mas-innovadoras-en-smart-cities.html	
20	What percentage of your sales are to the governmental sector in the past three years	Percentage of sales o the governmental sector in the past 3 years: - 2021: 96%	
		- 2022: 92% - 2023: 93% End-clients to which we have sold via our network of Partners	
21	What percentage of your sales are to the education sector in the past three years	Out of the USA/Canada, were we have a project on USFC, we don't have a relevant percent of sales to the educational sector. Outside the United States, the Universities and other educational institutions don't usually implement parking management, since parking is usually free and the don't have very large parking lots. However, we have implemented some small projects for: Universitat de les Illes Balears (Spain), Universidad de Granada (Spain), Universidad de Monterrey (México).	*
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?	None. Cooperative contracts are not usual in our stablished markets.	*
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?	N/A. We are a Spanish based company.	*

# **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 *	
City of Burlington	M Stephen Camm	905-616-0419	*
City of Toronto		Direct: 416-392-0702 Cell: 647-267-3970	*
Los Angeles Metro	Shannon Hamelin, CPP	323-466-3876	*

# **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 *
City of Burlington	Government	ON - Ontario	1.377 parking spots monitored with in-ground sensors and VMS to guide drivers to available spots.	295.301,36 USD	33.000 USD
University of San Francisco	Education	California - CA	807 parking spots monitored with in-ground sensors and integration with 3rd-party VMS to guide drivers to available spots.	121.000,50 USD	14.490 USD
Los Angeles Metro	Government	California - CA	2.072 parking spots monitored with in-ground sensors and integration with 3rd-party systems to guide drivers to available spots.	310.800 USD	12.996 USD
University of British Columbia	Education	BC - British Columbia	1.040 parking spots monitored with counting sensors and integration with 3rd-party systems to manage parking.	4.500 USD	0 USD
City of Toronto	Government	ON - Ontario	PoC to test Urbiotica's technology for Curbside Management, simulating different uses cases as per the city's requirements.	3.500 USD	0 USD

# Table 6: Ability to Sell and Deliver Service

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

Line Item	Question	Response *	

26	Sales force.	Urbiotica
		Urbiotica has engaged since February 2023 with ParkTrans that has the duty of executing the sales and business development within the Urbiotica strategic plan to enter the USA market and strength our position in Canada. That Plan is directly overseed and coordinated by Marc Boher, Urbiotica COO and board member.
		ParkTrans key contact is Kevin Woznicki with extensive experience in marketing and sales in parking industry. To highlight some his key positions, Kevin was Managing Director at IPS and President at Flowbird and Hectronic.
		ParkTrans team is supported by Urbiotica business team composed of:  - Presales: 3 members working full time  - Product management: 2 members working full time  - Marketing: 2 members, one working fulltime and the other part-time
		With that team we will be able to initially build and support our network of partners in order to address sales in the market. It is planned to increase it as the market demand will grow.
		Partners. As an example, here you have the Salesforce description for Electromega our partner for Canada (see point 27)
		Electromega Salesforce is directly managed by Pascal Lamoureux, Electromega President, and consists of 5 FTE as follows:
		o Atlantic provinces and southern Quebec, M Brian Antila (Head Office) o Quebec, M Michel Mondor (Head Office) o Ontario, Mrs Sheila Maye (Oakville Office) o Western provinces are currently covered by sharing the territory between the Oakville Office and the head office. o We also have sales support for project evaluation with M Thierry Bax (Head Office) and for project deployment, M Farzad Nazari (head Office) acts as a project manager.
27	Dealer network or other distribution methods.	We detail hereafter for the countries covered on the bid the partner network:
	moulous.	Canada:
		We have a long-standing relationship of more than 5 years with Electromega our partner in Canada, with whom we have implemented several projects.  Electromega is covering all Canadian territory trough their offices across de country (see web):
		<ul> <li>Head Office in Montreal/Candiac . Served provinces : Québec, Nouveau-Brunswick, Nouvelle-Écosse, Île-du-Prince-Édouard, Terre-Neuve-et-Labrador</li> <li>Oakville office serving : Ontario</li> <li>Burnaby office serving : Colombie-Britannique, Alberta, Saskatchewan, Manitoba, Yukon, Territoires du Nord-Ouest, Nunavut.</li> </ul>
		USA:
		Urbiotica is in the process of building its coverage map for the market. Partners or potential partners include:
		- RN Best. Serving Pennsylvania, New Jersey, Delaware - Ber-National. Serving Western and Central NY - Light and Breuning. Serving Indiana and Michigan - TAPCO. Serving Wisconsin - ITS. Serving Connecticut, Massachusetts, Maine, Rhode Island, Vermont, New Hampshire - Florida Door. Serving Florida - Time Equipment. Serving Pacific Northwest - ITR. Serving Georgia, South Carolina, North Carolina, Tennessee - Entry Guard Systems. Serving Virginia - Entrance Controls. Serving Hawaii - Access Professional Systems. Serving California

28	Service force.	Urbiotica
		Urbiotica counts on technical support team of 3.5 FTE with 4 people and 1 FTE for project management.
		The role of our support team is to remotely support our network of partners to ensure that all delivery and project execution is performed according to our standards of quality to ensure end-costumer satisfaction.
		Project manager is working with our Partners when the size or complexity of the project requires it.
		For local and field services we will relay on our network of partners.
		Partners
		As an example, hereafter the service force description from Electromega our Partner for Canada.
		Electromega is able to provide services across Canada for system management and installation monitoring activities. For all civils installation and electricity deployment, we work with local subcontractors.
		Electromega service support is based of the head office in Candiac (QC) and from the Oakville office (ON).  We have a group of 3 technicians who can support technical service requests. Two technicians are base at the Head Office (M James-David Laflippe and M Christian Guy – Bilingual speaking – French and English) and one technician based at the Oakville office (M Fayis Faisal – English speaking).  From these offices, remote services are provided and if needed, it's easy to travel across the country to provide on-site support when required.  Electromega also have a system engineer (M Demetrios Orton-Hatzis, eng.) who could provide high level support depending on the issue.
29	Describe the ordering process. If orders will be handled by distributors, dealers or others, explain the respective roles of the Proposer and others.	The distributors, our partners, act as integrators who will be in charge of receiving orders from Sourcewell's participating entities and executing the project. The distributor will then place an order with Urbiotica for products, licenses and remote support. When we receive the order we will process it internally and supply the requested products and services. We will be fully involved in the whole process, from the generation of opportunities to execution and maintenance, providing pre-sales, sales and operations support.

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.	Urbiotica technical support service to our Partners includes the following:  Technical consultations for the installation, operation and maintenance of Urbiotica products.  Preparation of the technical validation report during the installation phase.  Activation of the warranty for Urbiotica products according to the agreed conditions.  It is provided remotely from Urbiotica offices.  The service is provided by Urbiotica technical support engineers and is structured as follow:  Single point of contact for the activation of the service for support requests through the e-mail address (support@urbiotica.com).  From the point of contact, a technical support engineer will be assigned to contact the customer in order to provide the necessary support according to the established SLA and to indicate the incident number. The support engineer will have remote access to the equipment in the incident if necessary.
		• In case it is necessary, the assigned support engineer will contact the Urbiotica product development teams and coordinate all the necessary actions until the problem is solved or the equipment is replaced according to the agreed warranty conditions.  The Technical Support Service is based in Barcelona, is provided in English, Spanish and Catalan, and meets the SLAs uploaded.  We provide here after the information related to Electromega our Canadian partner as an example of the service provided by our partners:
		Electromega has a dedicated technical support department to assure a high level of support for our customers. You can count on the expertise and professionalism of the team to provide advice, support, troubleshooting, and outstanding service for the duration of the project and thereafter.  Electromega Technical Support For all inquiries about technical support, troubleshooting, programming information and traffic controller upgrades.  Hours of operation are from Monday to Friday, 8:00 – 17:00 Eastern time
		During the operation hours, response time is within 4 hours to take care of the request.  Remote service support case response time is within 24 hours Electromega provides support over phone, email, and remote computer tools. Electromega provides technical support is both official Canadian language (English & French) When issues cannot be resolved remotely, an onsite support could be provided. Depending on the complexity of the requested service support, Electromega will
		escalate the issue to his partner, Urbiotica Team, and work together on finding the solution.  Electromega will manage service support Level 1 and 2 locally in Canada. We have all the expertise and are continuously trained by the manufacturer. Any Level 3 request where software engineering development/enhancement is required, Electromega will escalade these requests to Urbiotica help desk. Electromega will follow-up with Urbiotica help desk to keep the Customer inform of the progression. The operating protocol process we have in place is when any Level of request is received for technical support, we track them by service order (SCOM) and treat them by priority. The allocation of any service call is made directly by our full-time Service Coordinator during normal operation hours. A service order (SCOM) will be allocated to a Support Technician who will be in contact with the Customer to understand the issue, troubleshoot the problem and resolve it.
31	Describe your ability and willingness to provide your products and services to Sourcewell participating entities in the United States.	We are able and willing to provide our products and services through our partner network, who will order the products from us and rely on our support to design, sell, configure and operate the Smart Parking solution, Our dealers will be supplying field services and direct support to participating entities in the USA.
32	Describe your ability and willingness to provide your products and services to Sourcewell participating entities in Canada.	We are be able and willing to provide our products and services through our partner Electromega, who will order the products from us and rely on our support to design, sell, configure and operate the Smart Parking solution, Our partner will be supplying field services and direct support to participating entities in Canada.
33	Identify any geographic areas of the United States or Canada that you will NOT be fully serving through the proposed contract.	Our will is to be able to support all areas of United Sates and Canada but currently we don't have the following areas covered:  Canada: Yukon, Northwest territory and Nunavut and Labrador. Sales are possible but not civils installation and electricity deployment  USA: Alaska

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?	All sectors will be covered.	*
35	Define any specific contract requirements or restrictions that would apply to our participating entities in Hawaii and Alaska and in US Territories.	Prices in Hawaii might be higher due to logistic complexity.	*

**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.	Urbiotica The implementation in the USA is an integral part of our strategic plan that has specific financing to address it with a long-term vision. This plan has start this year 2023.  Actions carried out in 2023:  We are members of the IPMI.  We are NPA members We have participated in regional fairs such as:  NPA/PCC Meeting. September 2023. New Orleans, LA. Sponsors, speakers Pennsylvania Parking Assoc. (PPA). May 2023. Lancaster, PA. Exhibitors Pennsylvania Parking Council (NEPC). June 2023. Portland, ME. Exhibitors Florida Parking and Transportation Assoc. (FPTA). December 2023. Ft Myers, FL. Exhibitors We have created a specific website for the USA: https://urbiotica.com/us/Mailing actions aimed at market players: Mailing examples uploaded. Publication of content in the December edition of IPMI magazine on management of loading and unloading parking spots. (uploaded) Parking network membership and periodic publication of content on its platform. Newsletters and channels such as Linkedin, Facebook and Twitter.  Actions forecasted for 2024: SEO plan to improve market positioning. We will continue to be members NPA and IPMI Participation in IPMI as exhibitors. Generation of specific content for the USA market and dissemination via IPMI and NPA.  We have proposed content to publish in several IPMI magazine editions in 2024. We will continue with parking network We will continue with parking network We will continue with email marketing and social media actions.  If we are successful bidders, we would implement a contact plan with all source members, combining digital actions (mailing, social networks, etc.), as well as direct contact, especially cities with Smart Grants financing.  Uploaded Marketing materials:  Corporate presentation BYA Animations  Mello cases
		Partners Asn an example, Electromega, our partner in Canada, also undertakes marketing and promotion activities of Urbiotica's solutions. Parking focus event in Canada:  1) Electromega actively participates at the CPA (Canadian Parking Association - https://canadianparking.ca/) for the annual event taking a different places across Canada once a year. In 2024, the event will be take place in Halifax (Nova-Scotia) from October 6-9.  2) For Ontario, they participate into the OTC (Ontario Traffic Council Organisation - https://otc.org/)  3) At ITS Canada (https://www.itscanada.ca/) and TAC (Transportation Association of Canada - https://www.tac-atc.ca/en), they are showing interest for smart City application like curbside management. Electromega participate in these events. For marketing purpose, we use LinkedIn posts, Electromega website and video conference presentation to engineering consultants and customers Also, for all Electromega's traffic related events, they always have a portion of our parking solution that is presented.  We will work together with the network of partners we are building USA to ensure equivalent presence.

Describe your use of technology and digital data (e.g., social media, metadata usage) to enhance marketing effectiveness.

We have embraced the synergy between technology and digital data to bolster our strategies. With a specific focus on the US market, we've implemented advanced methods supported by cutting-edge tools and detailed analysis to ensure a strong and effective presence in this competitive market.

Our commitment to innovation has led us to leverage various tools and technologies, which have been instrumentalized in our SEO and Analytics strategy (Web and social media). In each of these areas, we've deployed a combination of tools such as Semrush, Ahrefs, Sistrix, Google Search Console, Google Analytics, and Google Analytics 4 (GA4), integrated with data personalization in Looker Studios, to drive our presence and effectiveness in the US market.

In the 2024 marketing plan, we're moving forward with even more robust and proactive strategies. Our vision for the future includes a continued focus on detailed market and competition analysis to strengthen our position in the United States. We're outlining specific content strategies, supported by an in-depth analysis of market behavior and competition. Furthermore, we've defined KPIs and key metrics that will allow for a more precise evaluation of the success of our strategies.

- 1) Website Optimization: A dedicated section has been implemented on the website, adapted to American English, with specific content to address local US needs. This linguistic and regional adaptation of the site seeks to establish a stronger connection with the target audience, offering relevant and useful information.
- 2) Keyword Research: Extensive periodic keyword analysis is conducted to identify and select the most relevant terms for the US market. These studies not only focus on current trends, but also delve into the strategies used by competitors to optimize search engine positioning.
- 3) SEO Tools and Metrics: Constant use of tools such as Semrush, Ahrefs, Sistrix, Google Search Console and Google Analytics is made to measure the performance and effectiveness of the SEO strategies implemented. The combination of these tools provides crucial data to evaluate the impact of actions and adjust strategy accordingly.
- 4) Analytical Implementation: The personalized configuration of Google Analytics 4 (GA4) has been key to collecting specific and relevant data for the USA market. Custom dashboards have been designed and created in Looker Studios to effectively visualize this data, making it easier to make informed decisions.
- 5) KPI Tracking: Key metrics specific to the US market are closely and constantly tracked, including organic visibility and keyword ranking. This information is obtained from sources such as Semrush, Ahrefs and other specialized tools, allowing you to identify areas for improvement and adjust the strategy accordingly.
- 6) Continuous Popularity Analysis: A periodic and rigorous analysis of backlinks is carried out with the aim of understanding the state of the link profile and its impact on the SEO strategy. This analysis provides valuable information to strengthen online presence and improve website authority.
- 7) Planning: Specific content strategies and market analysis are being outlined for the coming year. These strategies are based on a deep understanding of market behavior and competition, with the aim of strengthening the position in the USA.
- 8) KPIs and Proposed Objectives: KPIs and key metrics have been proposed for a more precise evaluation of the success of the implemented strategies. These indicators focus on metrics relevant to the US market, providing a more detailed view of performance.
- 9) Recurring Optimization: Based on a thorough analysis, specific actions are suggested to further optimize our presence and effectiveness in the US market. We identify areas of improvement and potential opportunities for continued growth.

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?	Sourcewell's role in promoting contracts is to help set up cooperative purchasing agreements that offer value, efficiency, and cost savings for public sector entities. Through these efforts, Sourcewell contributes to the overall effectiveness of procurement processes within the public sector. It should help with:  Contract Development: This involves identifying common needs and requirements across public sector organizations and creating contracts that address these needs.  Competitive Solicitation: Sourcewell uses a competitive solicitation process to select suppliers for its contracts. This ensures that the procurement process is fair and transparent.  Aggregation of Demand: Sourcewell leverages the collective purchasing power of its member entities to aggregate demand for goods and services.  Promotion and Marketing.  Education and Training: This may involve outreach programs, webinars, and other initiatives to inform and educate potential users.  Enhance Urbiotica's capacity to contract with the public sector in USA and Canada. We will integrate Sourcewell-awarded contracts into our sales processes by:  Making sure our partners understand and agree in the pricing structure, delivery terms, and any specific requirements outlined in the contract.  Developing marketing materials that highlight the benefits of the contract for potential buyers.  Conducting training sessions for partner's sales team to ensure they are familiar with the Sourcewell contract, its advantages, and how to position it to potential customers. Provide guidance on incorporating the contract into sales pitches and negotiations.  Integrating information about the Sourcewell contract into our sales pitches. Clearly communicate to potential customers how the contract simplifies the procurement process, offers competitive pricing, and aligns with their needs.  Utilizing marketing channels to promote your Sourcewell-awarded contract. This may include updating our website, social media, and other marketing materials to highlight the contract. At
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.	No *

# **Table 8: Value-Added Attributes**

Line Item	Question	Response *	
	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.	1) We would carry out free online + in-person training at IPMI on the products if we are awarded. Optional.  2) We carry out regular online trainings for the launch of new products that technology users could participate in. Optional  3) Extensive documentation provided.  All training will be provided by our business team's depending on the matter: Product or Presales team's  As an example you can view our latest training here: https://urbiotica.sharepoint.com/:f:/s/Ventas/ElkcvXadQtZLtmD01Sgp-MkB1ZfkhXg7Frdg0CLktj4nEQ?e=gStLSx	*

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.

Our Smart Parking solution contributes to safety and reliability by optimizing parking management, reducing congestion, improving traffic flow, and integrating with broader urban planning and emergency response systems. The efficiency gains from such systems positively impact the safety of pedestrians, bicyclists, and the traveling public.

Here are ways in which our system can contribute to improvements:

- 1) Reduced Traffic Congestion: Smart parking systems help drivers find parking spaces more efficiently, reducing the time spent searching for parking. This, in turn, contributes to decreased traffic congestion, making roads safer for pedestrians and cyclists.
- 2) Enhanced Pedestrian and Cyclist Safety: By minimizing the time drivers spend circling for parking spaces, smart parking systems can reduce the number of vehicles moving in search of parking. This contributes to improved safety for pedestrians and cyclists by lowering the risk of conflicts between vehicles and vulnerable road users.
- 3) Improved Traffic Flow: Efficient parking management leads to better traffic flow within parking lots and on adjacent roads. This improvement in traffic flow can enhance overall safety for both drivers and pedestrians, as it reduces the likelihood of traffic jams and congested areas.
- 4) Real-time Information: This information can be relayed to drivers, allowing them to make informed decisions about where to park. This reduces the need for sudden stops or last-minute maneuvers, enhancing overall road safety.
- 5) Emergency Response Access: In emergency situations, quick access to parking spaces near key locations can be crucial for emergency response vehicles. Smart parking systems can integrate with emergency response systems to prioritize and allocate parking spaces for emergency vehicles, improving their response times.

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.

A smart parking system plays a significant role in improving curb management through various features that enable dynamic pricing, enhance business access, optimize traffic flow, and have impacts on essential services. Here's how:

- 1) Dynamic Pricing: Our Smart Parking solution can be integrated with payment systems that implement dynamic pricing models that, in turn, adjust parking rates based on demand and availability. During peak times, prices can be higher to encourage turnover and discourage long-term parking, while lower rates can be applied during off-peak hours. This dynamic pricing strategy helps optimize the use of curb space efficiently.
- 2) Business Access Improvement: By providing real-time data on parking availability and turnover, our Smart Parking solution, specially if the time control module is activated, help set and enforce a limited time parking, generating an alert if the allotted time is exceeded. This is particularly important for retail establishments, restaurants, and other businesses that rely on convenient access for their customers. Improved turnover ensures that parking spaces are available for new customers, contributing to increased foot traffic and sales.
- 3) Traffic Flow Optimization: Our solution helps optimize traffic flow by guiding drivers to available parking spaces efficiently. With real-time information about parking availability, drivers can navigate directly to open spots, reducing the need for circling or creating congestion. This, in turn, contributes to smoother traffic flow around curb areas.
- 4) Reduced Curb Congestion: Our solution improves curb management by minimizing the time vehicles spend searching for parking spaces. This reduces congestion along curbs, especially in busy urban areas, making it easier for businesses to manage deliveries, pickups, and customer access.
- 5) Enhanced Loading and Unloading Zones: Our Smart Parking Systems includes an enforcement module that helps manage loading and unloading zones effectively. It includes an app for authorized users and another for controllers. This ensures that these zones are used for their intended purposes and helps prevent illegal parking that can obstruct traffic and delivery operations.
- 6) Better control of parking spots for disabled users: Our Smart Parking Systems includes an enforcement module that helps manage disabled parking zones effectively. It includes an app for authorized users and another for controllers. This ensures that these zones are used for their intended purposes and helps prevent illegal parking.
- 7) Integration with Navigation Apps: Integrating our smart parking data with navigation apps allows drivers to receive real-time information about available parking spaces and dynamic pricing. This integration enhances the overall efficiency of traffic flow, reduces search time for parking, and helps drivers make informed decisions.
- 8) Data-Driven Decision Making: Our solution includes an analytics section to help managers make informed decisions about curb management. City planners and transportation authorities can use this data to implement policies that align with urban planning goals, traffic management, and the needs of businesses and residents.

43	Describe your ability to perform projects related to the USDOT Smart Grant Program.	Urbiotica's philosophy and capabilities are perfectly aligned with SMART Grants Program key objectives. We have a long-standing experience in fulfilling its goals which include:	
		1) Enhanced transportation efficiency: The program seeks to optimize the performance of transportation systems by reducing congestion, improving traffic flow, and making better use of existing infrastructure. This can be accomplished by Urbiotica through the implementation of a Smart Parking System that reduces traffic congestion and integrates with intelligent transportation systems (ITS) to promote alternative transportation modes by showing if, with the real time parking availability, if driving is the more efficient option.  2) Expand transportation connectivity: The program aims to bridge the gap in transportation access by providing reliable and affordable transportation options for all users. Setting up Park & Ride parking lots near train/bus stations and showing their availability trough our system we can enhance connectivity.  3) Advance smart city and community technologies: The program fosters the development and deployment of cutting-edge technologies that can revolutionize transportation systems. Our real-time data analytics platform offers a perfect opportunity for data-based decision making.  4) Promote innovation and collaboration: The program encourages collaboration among various stakeholders, including government agencies, technology companies, research institutions, and community organizations, to develop and implement innovative transportation solutions. Urbiotica is fully committed to innovation and collaboration. Our API allows integration with 3rd party-systems so that our data can be used by different stakeholders.  5) Support sustainable transportation: The program promotes the adoption of sustainable transportation practices that reduce environmental impact and promote energy efficiency. By reducing the time drivers spend searching for parking, our solution reduces congestion and consequently the environmental impact of traffic.  6) Enhance data and technology capacity: The program helps public-sector agencies build their data and technology capacities to better manage and utilize tra	
44	Describe any technological	historical and analytical data that will help achieve this objective.  Urbiotica's technological advances in Smart Mobility are helping cities around the world	
	advances that your proposed products or services offer.	become more sustainable, efficient, and livable. By leveraging data, technology, and innovation, Urbiotica is creating a better future for cities and their residents.	
		Some of the key technological advances that we offer include, but are not limited to:	
		- Highly accurate and robust single space and counting vehicles detection technologies Integrated guidance & enforcement solutions with VMS and software applications Wide range of devices. Our solutions include magnetic sensors and AI camera-based systems that detect occupancy levels in parking garages and street parking spots: o Various wireless communication protocols available: U-Sense, NB-IoT, LoRa, LoRaWAN o Autonomous sensors with automatic and continuous calibration. Longer battery life than the average sensor in the market. o Software sensor that uses Artificial Intelligence (AI) to detect the presence of cars in static images from any existing camera and provides real-time occupancy data for smart parking management.	*
		- Smart Parking Platform: Urbiotica's Smart Parking Platform integrates data from various sources, including sensors, cameras, and public transportation systems, to provide a holistic view of parking operations. This platform enables city officials to make data-driven decisions, optimize resource allocation, and improve the overall efficiency and effectiveness of city parking.  - Easy roll & out and maintenance thanks to dedicated field tools	
45	Describe any "green" initiatives	- Standard API for integrations with 3rd party systems and from external devices	
40	Describe any "green" initiatives that relate to your company or to your products or services, and include a list of the certifying agency for each.	Urbiotica is a member of a collective system of extended responsibility for waste electrical and electronic equipment, managed by the ECOTIC Foundation since 02/23/2017. The company is up to date with its reporting obligations on quantities placed on the market and financing of electrical and electronic waste generated. ECOTIC certificate uploaded.	
	1355, 10. 040	Our cloud-based platform uses Amazon Web Services which is committed to sustainability and has launched several green initiatives to reduce its environmental impact. These initiatives include:	
		<ul> <li>Investing in renewable energy: AWS is the world's largest corporate purchaser of renewable energy, and it is on track to power its global operations with 100% renewable energy by 2025. AWS has signed contracts for over 133 renewable energy projects across 35 countries, with a total capacity of over 32 gigawatts.</li> <li>Improving energy efficiency: AWS is constantly innovating to improve the energy efficiency of its data centers. This includes using more efficient hardware, developing software to optimize energy usage, and using natural cooling whenever possible. AWS has reduced its carbon footprint by 50% since 2016.</li> </ul>	le .
		- Reducing water usage: AWS is committed to using water responsibly. This includes using water-efficient cooling systems, recycling water, and using rainwater harvesting systems. AWS has reduced its water usage by 35% since 2016.	

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46	Detail any benefits or impact on the climate realized from your offering such as: the reduction of	Implementing our smart parking solution can have several benefits and positive impacts on the climate and the environment. Some of these include:	
	congestion and/or air pollution, including greenhouse gases or improvement of energy efficiency.	Reduction in Traffic Congestion: Our solutions helps drivers find parking spaces more efficiently, reducing the time spent circling in search of parking. This, in turn, contributes to a reduction in traffic congestion. Smoother traffic flow means less idling, which can lead to lower fuel consumption and emissions.	
		Decreased Greenhouse Gas Emissions: The reduction in traffic congestion and more efficient parking can lead to a decrease in greenhouse gas emissions. Vehicles idling in search of parking spaces contribute to air pollution, and by minimizing this activity, smart parking solutions help mitigate the environmental impact.	
		Fuel Savings and Energy Efficiency: Our system guides drivers directly to available parking spaces reduce the distance traveled and, consequently, fuel consumption. This contributes to fuel savings and increased energy efficiency, as less energy is expended in the search for	
		parking. Optimized Parking Space Utilization: Our Smart Parking solutions help optimize the utilization of parking spaces, reducing the need for expansive parking lots. This can contribute to more sustainable urban planning, with a focus on minimizing the environmental impact of large parking areas and encouraging alternative transportation methods. Encouragement of Sustainable Transportation: By providing real-time information about available parking spaces and integrating with other transportation modes, we can encourage the use of sustainable transportation options such as public transit, biking, or walking. This shift can lead to a reduction in the overall environmental footprint of urban transportation. Improved Air Quality: Reduced traffic congestion and emissions from idling vehicles contribute to improved air quality in urban areas. This is particularly beneficial for densely populated areas where air pollution can have significant health implications.	
		Integration with Green Initiatives: Urbiotica's solutions can align with broader green initiatives and smart city planning. Cities and municipalities can leverage these technologies to support their environmental sustainability goals, contributing to a more eco-friendly urban environment.	
		Data-Driven Decision Making: The data collected and analyzed by our platform can help to identify patterns and trends in transportation behavior. This data-driven approach enables cities to make informed decisions about infrastructure improvements, traffic management, and sustainability measures.	
47	Identify any third-party issued eco- labels, ratings or certifications that your company has received for the equipment or products	ECOTIC certificate uploaded.	
	included in your Proposal related to energy efficiency or conservation, life-cycle design (cradle-to-cradle), or other green/sustainability factors.		*
48	Describe any Women or Minority Business Entity (WMBE), Small Business Entity (SBE), or veteran owned business certifications that your company or hub partners have obtained. Upload documentation of certification (as applicable) in the document upload section of your response.	N/A for Spanish company. We will work closely with our partners to integrate those requirements when on-boarding them.	*

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?

Sourcewell participating entities can benefit from Urbiotica's solutions unique attributes such

Products & Services:

- Highly accurate and robust single space and counting vehicles detection technologies.
- Integrated guidance & enforcement solutions with VMS and software applications.
- Wide range of devices. Our solutions include magnetic sensors and AI camera-based systems that detect occupancy levels in parking garages and street parking spots:
- o Various wireless communication protocols available: U-Sense, NB-IoT, LoRa, LoRaWAN o Autonomous sensors with automatic and continuous calibration. Longer battery life than the average sensor in the market.
- o Software sensor that uses Artificial Intelligence (AI) to detect the presence of cars in static images from any existing camera and provides real-time occupancy data for smart parking management.
- Smart Parking Platform: Urbiotica's Smart Parking Platform integrates data from various sources, including sensors, cameras, and public transportation systems, to provide a holistic view of parking operations. This platform enables city officials to make data-driven decisions, optimize resource allocation, and improve the overall efficiency and effectiveness of city parking.
- Easy roll & out and maintenance thanks to dedicated field tools
- Standard API for integrations with 3rd party systems and from external devices.
- Extensive support documentation and training.

Company: As the world leader in the Smart Parking industry, we are bringing our extensive experience on the implementation of Curbside management project that allow us to share the best practice and the not to do on such a projects.

# **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?	Urbiotica warranty provided to our network of partners:  2-year Warranty for all devices. The warranty includes replacement or repair of devices and excludes the cost of uninstalling and installing the devices. Shipping cost to Urbiotica are in charge of the Customer, shipping cost to the Costumer are in charge of Urbiotica.
		Partners warranty to Sourcewell entities:  Urbiotica partners will repair or replace any units found to be defective or that fail within this period. The liability under this warranty is limited to the repair or replacement of the unit with a comparable product utilizing the current technology at the time of replacement. On site warranty labor not included.  Any product covered by this warranty follow the technical support process
		where they are track by serial number under the service order (SCOM). Urbiotica partners will not be liable for the defects due to improper handling, misuse, negligence, acts of God or nature, exposure to casualty of element, or unauthorized alteration/repair. In all such cases, the warranty is immediately null and void.  This warranty is exclusive of all other warranty, expressed or implied, and Urbiotica partners hereby specifically disclaims all other warranty claims of any type, including without limitation, a warranty of any unit or its fitness for any particular use or purpose. The customer's remedy under this warranty is exclusive. In no event shall Urbiotica partners be liable for interruption of business loss, profits or indirect or consequential damages, injury to person or damage to property from any cause whatsoever.
51	Do your warranties impose usage restrictions or other limitations that adversely affect coverage?	Urbiotica partners will not be liable for the defects due to improper handling, misuse, negligence, acts of God or nature, exposure to casualty of element, or unauthorized alteration/repair. In all such cases, the warranty is immediately null and void.
52	Do your warranties cover the expense of technicians' travel time and mileage to perform warranty repairs?	No
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?	In any place where we install through our partners they will be always available to provide field support.
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?	Urbiotica partners will ensure warranty for the system installed relying on the contracts between them and Urbiotica. Some of the partners can relay in local subcontractors for the field service, especially civil and electrical works.
55	What are your proposed exchange and return programs and policies?	Described in question 50.
56	Describe any service contract options for the items included in your proposal.	Service contract could be agreed with Sourcewell entities depending on their specific needs"

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

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

Line Item	Question	Response *	
57	Describe any performance standards or guarantees that apply to your services	Products and service can be divided in two main categories that requires different performance standards:  - Detection products/services: Detection reliability of over 97%. The reliability is validated by our support team, and a report sent to the client before the project enters into operation.  - Smart Parking platform provided in SaaS model: The cloud platform is hosted in Amazon Web Services which guarantees extremely high recovery time and recovery point objectives, as well as service availability of 99.99% and more. Service availability is therefore a function of the design.	
58	Describe any service standards or guarantees that apply to your services (policies, metrics, KPIs, etc.)	Urbiotica standards:  See SLA document REMOTE TECHNICAL SUPPORT Response time 16 H Restoration time 90 WD H = working hours from Monday to Friday from 8AM to 5PM for working days in Barcelona (Spain) WD = working days in Barcelona (Spain) Response time: Time between the notification of the service request by the customer and the moment when Urbiotica technical support service contacts the customer to collect information about the incident and define the actions to be taken. Restoration time: Time between the reception of the incident and the moment when the service is provisionally restored by Urbiotica technical support team, as long as a remote restoration is possible. If this is not possible, then it is the time until Urbiotica provides the customer with clear instructions to restore the service through a field action. Resolution time: This is the time between the reception of the incident and the moment when the incident is definitively resolved by Urbiotica, including the replacement of the equipment if necessary.  Urbiotica network of partners standards:  During the operation hours, response time is within 4 hours to take care of the request.	
59	Describe how you will measure cost savings and/or performance improvements with the utilization of your solutions.	Remote service support case response time is within 24 hours  Urbiotica has a large experience in implementing projects and measuring its	
60	Describe how you use Curb Data Specification (CDS) and how you would further develop these standards in the future.	Urbiotica Product Management team has been analyzing CDS together with our engineering team to ensure that we are able to provide API following CDS. It will not require extensive development since our data model is very similar, only changes in names. Is is plan plan to include a new API that supports this data model during 2024. It could be accelerated if needed for any project implementation.	
61	Describe your experience with Mobility Data Specification (MDS), as well as how you use MDS to help improve agencies' transportation systems.	Urbiotica Product Management team has been analyzing MDS and we have identified that the focus is oriented to micro mobility services which are not related to our core products. That said we found that initiative very meaningful and we will keep monitoring it in order to integrated it our service if the scope of the MDS becomes relevant for the products and services provided by Urbiotica	

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

Line Item	Question	Response *	
62	Describe your payment terms and accepted payment methods.	Hereafter we detail the standard Urbiotica terms and conditions for our Partner network. Other T&C can negotiate depending on the flexibility of each partner, project size, etc:  - All prices are in USD o CAD, excluding tax and are valid for the duration of the contract Billing and payment terms: o Devices: 50% of the total to confirm the order, payment NET 0 50% of the total at the delivery, payment NET 30 o Professional services: 50% of the total to confirm the order, payment NET 0 50% of the total at the competition of the services, payment NET 30 o Connectivity services: 50% of 1st annual fee to confirm the order, payment NET 0 50% of 1st annual fee at the activation of the devices, payment NET 30 Since the 2nd year the billing will be done annually at the anniversary date of the sensor activation, payment NET 0 In case of delay of more than 30 days in the payment connectivity service will be suspended until the payment is done o Maintenance of the licenses and hosting services: Invoicing of the fees starts at the commissioning by the Costumer Invoicing will be done annually at the anniversary date of the commissioning, payment NET 0 If a delay greater than 3 months in the commissioning occurs, since the activation of the first equipment in U-Admin, through no fault of Urbiotica we will proceed with the billing o Payment must be made in USD/CAD, by bank transfer, to the account indicated on the invoice	*
63	Describe any leasing or financing options available for use by educational or governmental entities.	We usually do not give leasing or financing options. We can evaluate proposals made by Sourcewell participating entities in collaboration with our partners.	*
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.	SLAs (uploaded) Terms and conditions (uploaded)	*
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?	Conditional on partner's availability to support it.	*

# **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 *	
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.	Standard Price List and Sourcewell price list uploaded. Sourcewell price list is the pricing for Sourcewell entities. Line-item discounts applied.	*
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.	10% discount on standard list prices.	*
68	Describe any quantity or volume discounts or rebate programs that you offer.	Volume discounts on software components to be applied to Sourcewell price list, as follows:  N° Spots  Up to 249  From 250 to 499  From 500  Volume discount  0%  10%  10%  10%  10%  10%  10%  10%	*
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.	Urbiotica through its network of partners we will supply a quote for each such request	*
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.	<ul> <li>Dangerous Goods Declaration. Must be quoted for each shipment of equipment containing lithium batteries. Must be carried out by a Dangerous Goods certified handler.</li> <li>Shipping cost.</li> </ul>	*
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.	The goods will be delivered to our distributors in USA and Canada, who will then deliver and install them. Delivery cost are an additional cost that must be quoted on a project-by-project basis.	*
72	Specifically describe freight, shipping, and delivery terms or programs available for Alaska, Hawaii, Canada, or any offshore delivery.	Same as the general delivery. Might have higher delivery costs due to logistic issues.	*
73	Describe any unique distribution and/or delivery methods or options offered in your proposal.	N/A	*

# **Table 12: Pricing Offered**

Line Item	The Pricing Offered in this Proposal is: *	Comments
74		Urbiotica is proposing special price for Sourcewell members based on a 10% discount over our standard public price list.

# **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.	Urbiotica has reused its experience in similar scenario where we paid a fee per sensor sold to technological provider.  Concretely Urbiotica will mark with a SourceWell tag on it CRM (Saleforce) all the opportunities we will be working on based on Sourcewell contract. That will allow to track from the very beginning all the all the leads/opportunities related to the contract so we will be able to give visibility not only on the close orders but also on the on-going opportunities.	
		Once PO will be received from our partners from an opportunity tagged as "sourcewell" our administration team will enter it on our ERP (A3) with a SourceWell tag. In that way we will be able to track all the invoice related to the PO and consequently report each quarter all the invoices performed under SourceWell contract with details on which project they are related to.	*
		Repport weill be generated after the closing of each quarter. The closing of the quarter is done the during the first month of the next quarter. The report will be generated as an extraction of our ERP in Excel file and sent to Sourcewell defined contacts.	
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.	Based on the previous point Urbiotica will be tracking:  1. Sales funnel of "Sourcewell opportunities". Since sales cycle is generally slow with Cities and public administration, we track for all the opportunities the "stage" of the opportunities to evaluated if we are progressing properly. The stages in which we segment the funnel are: open opportunity, doing prescription, tender writing, tender on-going, tender award and negotiation phase.  For all those stages we measure the following a. Number of on-going opportunities. b. Volume (USD) of the opportunities c. Average volume (USD) of the opportunities That indicator will be critical at the beginning of the contract to track the business traction we are generating with that agreement.  2. Booked orders. We will track the booked orders received and related to Sourcewell contract. We track that indicators since project implementation some times could be slow due to many factors such as availability to install from cities (for example winter season in Canada) and others and it helps as to have a view on the forecasted revenues in the in coming quarters. That information could also be shared with Sourcewell.  3. Revenues. We will track the incomes generated for the orders received.	*
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.)	Urbiotica propose to support an administrative fee of 2% over Urbiotica sales to its partners for any order executed under Sourcewell frame contract.	*

# 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.

Our solution It is composed of 4 levels:

- 1) Data Collection Systems: capture parking occupancy data and vehicles flow in real time.
- a. IoT: U-Spot M2M (NB-IoT) or -Spot 3.0 (LoRa/LoRaWAN) devices that collect and send sensors' data to the software platform. These devices are used in situations where the information per spot is required, either for business reasons (pay-by-space on-street parking, reserved parking spaces, guidance to spot) or for technical reasons (small parking, not delimited lanes for off-street parking, etc...). It will give highly reliable information per spot all along the project life without any human intervention.
- b. Al: Software in the cloud for spot-by-spot detection or vehicle counting based on image processing. The software works with images captured by any IP camera in real time, using Artificial Intelligence (AI) technologies and Deep Learning.
- i. U-Spot Visio is a software sensor that uses Artificial Intelligence (AI) to detect the presence of cars in static images from any existing camera and provides realtime occupancy data for smart parking management.
- U-Spot Visio receives the static images sent by the cameras and processes them by applying sophisticated algorithms based on Deep Learning techniques to determine in real time the entry, exit and duration of vehicle parking.

Designed for outdoor parking lots, up to 50 parking spaces can be monitored with one camera in ideal location conditions.

ii. U-Flow Visio is a software Sensor that uses Artificial Intelligence (AI) to detect vehicles entering/exiting a parking area.

Data can come cameras pre-integrated with Urbiotica's cloud platform or from third party cameras. The cameras process the images locally and send the vehicle count data to the cloud. This data, in the cloud, is transformed into useful inbound and outbound flow information using the U-Flow Visio algorithm.

Up to 4 lanes can be monitored with one camera if the camera location is optimal and the lanes have the same orientation.

It is an ideal system for car parks with unmarked or wide entrances and exits, and with the possibility of installing proximity cameras. By counting the vehicles entering and leaving the area, based on the maximum capacity of the car park, the system provides real-time occupancy levels and allows guidance for drivers looking for an off-street parking. It is a clear alternative to induction loop systems which requires more civil work and maintenance.

- 2) IoT connectivity: Devices and protocols that allow sending data to the software platform.
- 3) Software platform U-Admin: treat raw data to deliver useful parking information. Allows users' management, project configuration, device management, remote maintenance and offers parking information visualization and analytics as well as standard integration services.

U-Admin platform is a modular software solution to manage the life cycle of the Smart Parking projects perfectly adapted to the requirements of each of them. It includes:

- Standard license version:
- o Multi-user & multi-language management software
- o Responsive design
- o Available on both web & mobile versions
- o Configure the Project
- o Install the sensors
- o Maintain the system
- Configure technical notifications
- o Manage the Variable Message Signs
- o Tare the U-Flow Visio parking
- o Analyse the use of the parking areas
- On-street parking enforcement license version:
- o Extended configuration options related with the following functionalities
- o Parking infraction alerts generation & statistics
- o Parking APP for final users' information & parking check-in
- Control APP for controllers and policemen

It offers a complete scalability, allowing the addition, suppression or modification of the system at any moment of the lifetime of the project.

4) Business tools & displays: optional components such as personalized Variable Message Signs or display modules, citizen information and complete enforcement module for regulated parking control.

Our proposal also includes professional services provided by Urbiotica and its partner network

- . 1) Project design
- 2) Installation and provisioning
- 3) Remote and field support

For more detail see Urbiotica Technical Offer (uploaded)

- 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
- 2- Sensors and cameras, including installation services
- 3- Issue application programming interfaces (APIs) and build services around them
- a. Historical and/or real time monitoring and performance reporting
- b. Curb availabilty (parking, loading, etc), reservations and driving directions
- c. Predictive modelling
- 4- Data, software, and hardware implementation, integration and management
- a. Internal and external integration
- b. Integration of old data and collection of new data
- c. Data warehousing
- 5- Digitized permit system, including dynamic pricing
- 6- Intelligent transportation systems, such as transit signal priority, transportation system controllers, and digital signage

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.

The U-Admin platform can also be used to connect any external systems generating parking information (parking availability, parking space occupancy) to make the most of the Fastprk functionalities (guidance, enforcement, analytics). There are two types of third-party system integrations:

- External spot: Consists of the integration of free/occupied information from external parking sensor systems for use with our business tools: U-Admin Control Center, Control Software or panels.
- External parking: It consists of the integration of elements such as parking system, in this way the information to be published through the API is the number of free parking spots in a grouped way, without detailing spot by spot. Once these data are injected into the system, these data are equivalent to the information generated by Urbiotica related to the business functionalities for both analytics and control.

U-Admin API, based on up-to-date standards, allows the integration of both technical and business data in any type of 3rd party systems, either by pulling the information from our database (REST) or pushing it on an event-based approach (AMQP). Within the use cases the following are distinguished:

- Informing users via dashboards or APP in the guidance solution.
- Generating alerts focused on the enforcement solution.
- Generate statistics from the information received by the devices, allowing to visualize analytics of pre-calculated indicators.
- Integration of third-party systems such as external spot and parking

For guidance projects, the objective is to collect in real time the status of a parking spot (occupied, free or undefined) or the number of free spots within an area signposted by panels or monitored via APP.

Therefore, in guidance solutions, the Urbiotica API allows the integration of the following systems:

- Variable Message Signs
- Guidance APPs
- Other systems such as: geographic or webs for example.

The objective of the regulated parking control projects is to generate alerts on infractions. In addition, it also allows to generate statistics from the information received by the devices, allowing to visualize analytics of the pre-calculated indicators.

We have two modes: one in the case that based on the information from the U-Spot you want to generate the control operation and another if the operation is generated by Urbiotica.

Therefore, in control solutions, the Urbiotica API allows the integration of the following systems:

- User declaration APP
- Control systems
- Payment systems
- Other systems such as: geographic, apps, webs, etc.

The analytics block offers many possibilities for analysing the parking information generated by the system. Again, there are two ways: on the one hand, if you want to generate your own analytics tools in your platform, and on the other hand, if you want to collect the aggregate information generated by Urbiotica.

Therefore, in analytics projects, Urbiotica's API allows the integration of the following systems:

- Analytics dashboard
- Other systems such as: geographic, apps, webs, etc.

The Urbiotica API also allows you to integrate into your platform the key operating parameters of the system, the technical data. Some examples of this data are temperature and battery of the corresponding element.

B1 Describe how you will promote public and private sharing of data for the use of open platforms, open data formats, technologyneutral requirements, and interoperability, while ensuring cybersecurity, technology standards, and protection of individual privacy.

By using standard integration protocols, such as API REST or AMQP we ensure seamless and easy integration of our system with any 3rd party systems. Our integration protocols and data models are extensively documented. We prioritize cybersecurity measures to safeguard shared data. We implement encryption, secure communication protocols, and regular security assessments to identify and address potential vulnerabilities. The data is 100% owned by the final customer.

## 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 ○ No	If provided with a database, Urbiotica can upload it to U-Admin cloud plataform to be visualized in a cartographic format, manage spots and regulations and group spots by sectors or citywide. Tools to automatically create the digital inventory (such ar CurbIQ or similar) are not covered.  Basic definition of parking spots, areas or different groupings can be achieved through the U-Admin Core software, which allows to configure and visualize all the elements of a project on a cartographic base.  General information on individual spots or parkings can also be added. For more details see U-Admin User Manual (uploaded).  Spot information regarding regulations applied to the spot can be configured and visualized when the enforcement module is activated. For more information see ParkCtrl User Guide (uploaded).

83	Sensors and cameras, including installation services.	© Yes	We have a large offering of detection systems covering booth IoT sensors and camera based system for AI detection
			- Sensors. We provide magnetic autonomous IoT sensors and associated cloud platform from data and device management,. Sensors provided highest accuracy on the market booth for occupancy and turnover detection. Two connectivity option NB-IoT and LoRaWAN. See Datasheet for U-Spot M2M (NB-IoT), U-Spot 3.0 (LoRaWAN) and also technical offer template in sections: "4.1.1 U-SPOT SINGLE SPACE DETECTION SENSORS" and "APPENDIX 1 – PRODUCTS DATASHEETS"
			-Cameras. We provide AI detection booth for single space and counting. Detection is done on the cloud based on pictures (single space) and micro stream (counting). Our software is compatible with off-the-self cameras with minimum requirements. Urbiotica does not provide cameras and related equipment that is provided directly by our network of partners to optimized cost and adapt to local market requirements. See technical offer sections "4.1.3 U-SPOT VISIO", "4.1.4 U-FLOW VISIO VEHICLES COUNTING SYSTEM" and "APPENDIX 1 – PRODUCTS DATASHEETS".
			- installation is provided by our partners network. It could also be performed by cities teams with support by our partners.
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	U-Admin API, based on up-to-date standards, allows the integration of both technical and business data in any type of 3rd party systems, either by pulling the information from our database (REST) or pushing it on an event-based approach (AMQP).
			Through U-Admin API we are covering the 3 use cases mentioned:
			Historical and/or real-time monitoring and performance reporting: Providing real-time information from booth parking availability booth on and off-street, as well as device performance for an easy device management. In term of reporting we generated historical data about parking / curbside use including: occupancy, turnover, infractions, revenues and more. Also generating historical data about devices allowing an easy and remote troubleshooting. Those API allows to build real-time and historical dashboard service based on them. More specifically historical data is precalculated and can be pulled in a way that allows to easily directly integrated with frontends in addition to usual backend to backend integration

Curb availability: Providing realtime data about curb availability including information about parking type, parking regulations, parking prices and opening times for off-street parking etc...That allows to inform trough APP in the guidance solution or VMS. A couple of examples of APP build on top of our API are: LPAPark

(https://play.google.com/store/apps/details ?id=com.inventiaplus.lpapark&hl=es) and TASMU

(https://play.google.com/store/apps/details ?id=qa.gov.tasmu.mobile.app&hl=es). We can also provide App developed by Urbiotica as the following examples: Bass Coast

(https://play.google.com/store/apps/details

id=com.urbiotica.bass\_coast&hl=es&gl=U S )(Australia), Majadahonda (https://play.google.com/store/apps/details

id=com.urbiotica.majadahonda&hl=es&gl=US)(Spain) or Peruggia (https://play.google.com/store/apps/details

id=com.urbiotica.perugias&hl=es&gl=US ) (Italy) or ParkTime (https://play.google.com/store/apps/details

id=com.urbiotica.parktime&hl=es&gl=US) our standard app for managing reserve parking spots (loading, accessible or EV charging). Those apps are providing guidance and can be use for managing reservation and user enforcement for reserved parking spots/areas.

Predictive: Provided prediction on Parking/Curbside Availability and use based on historical data collected.

Additionally U-Admin API allows data collection, trough integration, of third-party systems such as but not limited to:

o Detection systems from 3rd parties: sensors, cameras, and others. Allowing to uncouple the Urbiotica detection layer from the business layer for guidance, enforcement and analytics o Parking Management System to capture parking availability and revenues

o On-Street payment and reservation system to allow pay-by-space enforcement as well as user enforcement. Payment information is also consolidated.

Urbiotica API supports booth pull and push (callback) models ensuring performance, scalability and efficiency on the integration.

Also for advanced used we support integration trough AMQP for backend to backend integration that ensures high scalability and performance for project with high volume of devices. More details are available on the Integration Guide uploaded.

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	Internal and external integration. Yes. U-Admin Cloud-based plataform allows for integrations trough U-Admin API. U-Admin API supports booth pull and push (callback) models ensuring performance, scalability and efficiency on the integration. Also for advanced used we support integration trough AMQP for backend to backend integration that ensures high scalability
			and performance for project with high volume of devices. Booth internal an external is possible are supported as detailed in section 84. More details are available on the Integration Guide. Few examples of system already integrated with U-Admin Platform: CurbIQ, Meypar PMS, Orbility PMS, Flowbird Hub, Thinking Cities (Fiware platform) and more.
			Integration of old data and collection of new data Yes. U-Admin platform allow massive upload of certain data set such as curbside assets, parking regulations and others. Additionally other historical data can be upgraded upon request. Integration of new data from 3rd party systems is also possible as detailed in section 84 and previous point.
			Data warehousing Yes. U-Admin platform has powerful wharehousing allowing to gather indicators such as parking/curb occupancy (%, free spots, occupied, minim, maximum), average time of stay, number of parking session, no of infractions, revenues and more. The data could be generated booth from Urbiotica systems or 3rd party system integrated. See more details in U-Admin Analytics Manual

86	Digitized permit systems, including dynamic pricing.	© Yes ○ No	ParkCtrl Urbiotica software suite integrated in U-Admin Platforms allows the parking enforcement. The system allows the detection of any parking violation:  o Time exceeded. Alerts incase car parks more than the allow time. Car arrival is reported by the detection system from Urbiotica or integrated from 3rd parties.  o Unauthorized users. Alerts in case an unauthorized user parking a zone reserved for special users such as loading, accessible, EV charging or any other. Car arrival is detected by detection system and user identification can be done trough APP or other digital permit system booth provided by Urbiotica or 3rd parties and integrated trough U-Admin API o Pay-by-space enforcement. It allows to alert in case a car parks without paying and also if the car overstays compared to the time paid. Car arrival is reported by the detection systems and the payment information is integrated into U-Admin
			o Pay-by-space enforcement. It allows to alert in case a car parks without paying and also if the car overstays compared to the time paid. Car arrival is reported by the
			information is integrated into Ú-Admin API. The 3 previous cases can be combined for instance in a loading area where only the authorized users can park for a certain period.
			All the alerts generated can be integrated into existing enforcement system trough API to achieve a much more efficient management of regulated parking spaces. In complement Urbiotica can provided
			also its enforcement APP for the controllers ParkCtrl APP allowing to view and manage alerts.  The ParkTime APP, for the citizens and users, acts as a digital permit fully integrated with U-Admin platform
			that allows the ParkTime user management. In ParkTime the user can easily register or can be done only trough U-Admin portal trough city manager in case they configured in that way. The users will have access to contain contain and their
			to certain spots depending on their rights.  ParkTime allows the registered user to easily find available spaces and ckecking (identify) when parking. Infractions are generated automatically whenever an unauthorized user parks
			on a reserved parking space.  ParkTime is digitized permit system but does not include payment or dynamic pricing.  For more detailed information you can check the following documents that
			check the following documents that where uploaded:  Technical offer in sections: "4.1.6.3 ON-STREET PARKING ENFORCEMENT SOLUTION" and "APPENDIX 1 — PRODUCTS DATASHEETS".  Video demo of ParkCtrl and ParkTime
87	V2I technology with scalability.	C Yes	

88	Intelligent transportation systems, such as transit signal priority, transportation system controllers, and digital signage.	© Yes	Urbiotica can provide Digital Signage to implement Parking Guidance in cities combining both on and off-street data to enhance mobility. Allows integration in existing signs.  The Digital signs provided by Urbiotica are precisely described in the following document that has been uploaded:  Technical offer guide in sections: "4 1 5 VARIABLE MESSAGE
			uploaded:
			sections: "4.1.5 VARIABLE MESSAGE SIGNS" and "APPENDIX 1 – PRODUCTS DATASHEETS".

## 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 *
	∩ 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 Pricing.zip Monday December 04, 2023 10:32:18
  - Financial Strength and Stability Company Information and Financial Strength.zip Monday December 04, 2023 10:14:30
  - Marketing Plan/Samples Marketing plan and samples.zip Monday December 04, 2023 10:35:19
  - WMBE/MBE/SBE or Related Certificates (optional)
  - Warranty Information Performance standards.zip Monday December 04, 2023 10:37:25
  - Standard Transaction Document Samples Standard Transaction documents.zip Monday December 04, 2023 10:39:32
  - Requested Exceptions (optional)
  - Upload Additional Document Aditional documents.zip Monday December 04, 2023 10:12:22

## 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: <a href="https://www.treasury.gov/ofac/downloads/sdnlist.pdf">https://www.treasury.gov/ofac/downloads/sdnlist.pdf</a>;
  - 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. - Marc Boher Genís, Commercial Director and Executive Board Memeber, Barcelona Smart Technologies, S.L.

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.

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

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

File Name	I have reviewed the below addendum and attachments (if applicable)	Pages
Addendum_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	<b>⋈</b>	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	₩.	3
Addendum_2_Curb_Management_Technologies_RFP_120423 Fri October 27 2023 02:12 PM	₩.	1
Addendum_1_Curb_Management_Technologies_RFP_120423 Fri October 20 2023 04:21 PM	M	2