



Cooperative Request Review

This cooperative request for **multimodal mobility intelligence solutions from INRIX, Inc** is recommended for approval.

The anticipated project value is **\$250,000.00** The cooperative will be utilized by **NDOT**.

Legal Justification

T.C.A. § 12-3-1205 & MCL 4.12.093 authorize Metro to participate in cooperative purchasing agreements with other governmental entities outside Tennessee for the purchase of goods, supplies, services, and equipment.

For this request the cooperative purchasing agreement is held by Sourcewell; the lead agency is Sourcewell¹. Sourcewell is a public institution in Minnesota that meets the standards for governmental entity as defined in the referenced statute.

The contract resulted from a **competitive RFP² with 27 offers**.

Regulatory Justification

R4.12.090.05 of the regulations to the procurement code limit participation in cooperative purchasing agreements to that of supplies and products that do not include services unless the purchasing agent determines that such a cooperative is in the best interest of Metro.

For this request the cooperative purchasing agreement is primarily for software supplies and products. To the extent that services are included, they are related to the functionality and performance of supplies and products. It is, therefore, in the best interest of Metro to utilize a cooperative that provides for both the supplies/products and their associated supportive services.

Value Justification

It is unlikely that Metro, as a single government entity, would obtain better value through a competitive solicitation. That is because the pricing in this cooperative purchase agreement leverages both the scale of Sourcewell membership and the competition of 27 offers.

Impact on Minority & Women Owned Businesses

This cooperative is primarily for goods, so the equal business opportunity program would likely not apply if Metro issued a competitive solicitation. There is, therefore, minimal impact on minority or women owned businesses programing resulting from utilization of this cooperative.

Prepared by Zak Kelley (zak.kelley@nashville.gov)
06/26/2024

¹ The cooperative request form incorrectly lists the originating agency as NDOT.

² The cooperative request form incorrectly lists cooperative agreement as the solicitation method.



Cooperative Purchase Request

Rec. June 26, 2024

Instructions for Use:

Step 1 – Complete parts 1, 2, 3, and 4.

Step 2 – Collect attachments enumerated in part 4.

Step 3 – Email completed form and relevant attachments to prg@nashville.gov.

Note – do **not** sign. Pending review, the division of purchases will collect signatures via DocuSign.

| Part 1 - Requesting Department Information | | | |
|--|----------------------------|------------|--------------|
| Contact Person | Robert White | Department | NDOT |
| Email | robert.white@nashville.gov | Phone | 615-862-8764 |
| Date Submitted | 06/26/24 | | |

| Part 2 - Cooperative Information | | | |
|---------------------------------------|---|---------------------|--------------|
| Cooperative Entity | Sourcewell | Originating Agency | NDOT |
| Vendor | INRIX, Inc. | Contract Number | 120423-INRIX |
| Contract Start | 03/14/2024 | Contract Expiration | 01/15/2028 |
| Solicitation Method | cooperative agreement | | |
| Description of good/services procured | Transportation analytics platform to look at and analyze off street parking conditions in downtown Nashville and to perform signal analytics for improving signal timing along major Nashville corridors to improve traffic flow. | | |

| Part 3 - Utilizing Departments | | |
|--------------------------------|----------------------------------|--|
| Yes | No | |
| <input type="radio"/> | <input checked="" type="radio"/> | Will any Metro departments/agencies, other than the requesting department/agency, be utilizing this cooperative? If yes, please indicate which departments/agencies below: |
| | | |

| Part 4 - Attachments & Attestations | | |
|--|-----------------------|---|
| Yes | No | |
| <input checked="" type="radio"/> | <input type="radio"/> | Have you attached the original contract from the originating agency? |
| <input checked="" type="radio"/> | <input type="radio"/> | Does the contract contain a cooperative purchase provision allowing use by other governmental agencies? |
| <input checked="" type="radio"/> | <input type="radio"/> | Do you accept the terms and conditions of the contract without exception? |
| Yes | No | |
| <input checked="" type="radio"/> | <input type="radio"/> | Have you attached the formal solicitation (RFP/ITB) from the originating agency? |
| <input checked="" type="radio"/> | <input type="radio"/> | Was the solicitation advertised, open, and unrestricted? |
| Yes | No | |
| <input checked="" type="radio"/> | <input type="radio"/> | This purchase, including but not limited to cost terms detailed in the contract, is in the best interest of the Metropolitan Government of Nashville & Davidson County. |
| Below, briefly describe why utilizing this cooperative contract—as opposed to issuing an RFP/ITB—is more advantageous to Metro. Be thorough; this is utilized to develop legislation. Failure to complete may result in your request being returned. | | |
| Utilizing a state sourced cooperative agreement that is being utilized by multiple states assure the best price and best vendor and associated products for the tasks requested. INRIX is a well known transportation industry leader in analyzing transportation data and providing analytics suited for individual requirements. | | |

| Part 5 – Signatures – To be completed by the division of purchases. | | |
|---|----------------------|---------------------------------------|
| Signature | Date Signed | Entity |
| <i>Robert White</i> | 6/26/2024 10:01 AM | ← Department Contact/Requestor PDT |
| <i>Diana Alarcon</i> | 6/26/2024 10:13 AM | ← Department Head PDT |
| <i>Dennis Rowland</i> | 6/27/2024 9:36 AM | ← Purchasing Agent PDT |



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

This Contract is between Sourcewell, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 (Sourcewell) and INRIX, Inc., 10210 NE Points Dr., Suite 400, Kirkland, WA 98033 (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.

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

2. EQUIPMENT, PRODUCTS, OR SERVICES

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

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

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

B. WARRANTY. Supplier warrants that all Equipment, Products, and Services will materially conform to Supplier's specifications. Supplier's dealers and distributors must agree to assist the Participating Entity in reaching a resolution in any dispute over any 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.

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 based on Supplier's specifications, 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. 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. Customer has 30 days from date of product delivery to notify Supplier of deficiency and submit request for resolution as per Section 17.

Sourcwell 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. Taxes will be withheld if tax exemption certificate is not provided.

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 Sourcwell in a line-item format. Equipment, Products, or Services may be added or removed from the Hot List at any time through a Sourcwell 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 Sourcwell Price and Product Change Request Form to the assigned Sourcwell Supplier Development Administrator. This approved form is available from the assigned Sourcwell Supplier Development Administrator. At a minimum, the request must:

- Identify the applicable Sourcwell 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 Sourcwell 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 electronic transfer to the account directed by INRIX in USD only. Participating Entities will be solely responsible for payment and Sourcewell will have no liability for any unpaid invoice of any Participating Entity. Sourcewell administrative fee will only be paid after Supplier receives payment from Participating Entities.

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

C. **SPECIALIZED SERVICE REQUIREMENTS.** In the event that the Participating Entity requires service or specialized performance requirements not addressed in this Contract (such as e-commerce specifications, specialized delivery requirements, or other specifications and requirements), the Participating Entity and the Supplier may enter into a separate, standalone agreement, apart from this Contract. Sourcwell, 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 30 day advance written 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 Sourcwell for this Contract and must provide prompt notice to Sourcwell if that person is changed. The Account Representative will be responsible for:

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

B. **BUSINESS REVIEWS.** Supplier must perform a minimum of one business review with Sourcwell 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 AND COLLECTION ACTIVITY REPORTS. 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 fields as mutually agreed by the parties, but at a minimum will include the following:

- Participating Entity Name (e.g., City of Staples Highway Department);
- Amounts collected from Participating Entity within the quarter
- Sourcewell Administrative Fee amount due with supporting calculations
- Date Purchase was collected by Supplier.

B. ADMINISTRATIVE FEE. In consideration for the support and services provided by Sourcewell, the Supplier will pay an administrative fee to Sourcewell in the amount of 1% of amounts collected for sales on all Equipment, Products, and Services provided to Participating Entities through this agreement. 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 1% of all revenue collected (total collections x 1%) within each quarter. Payments will be remitted electronically to Sourcewell's banking institution per Sourcewell's Finance department instructions [those instructions need to be inserted here]. 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 collections made for each contract 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 quarterly recurring administrative fee payments will continue to be reported and paid on the same terms outlined (above) until the full administrative fee has been paid on all collections from received by Supplier from Participating Entities.

9. AUTHORIZED REPRESENTATIVE

Sourcwell'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 Sourcwell 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 Sourcwell 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. A request to audit must be submitted 30 (thirty) days in advance and audits are conducted at a time mutually agreed by the parties. All parties are fully responsible for their own Audit costs, including any third-party costs initiated by respective parties.

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. However, a party may assign this Contract with prior written notice to the other party, but in lieu of consent ("**Change of Control Notice**"), to an affiliate or to the surviving entity in a merger or consolidation in which it participates or to a purchaser of all or substantially all of its assets or equity (collectively, the "**Assignee**"). In addition to the right to cancel this Contract via Article 22, if Sourcwell cannot contract with Assignee, Sourcwell may terminate this Contract upon written notice, provided that Sourcwell must exercise its right to terminate within 60 days of the Change of Control Notice. 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; LIMITATION OF LIABILITY

A. 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.

B. TO THE FULLEST EXTENT PERMITTED BY LAW, NEITHER PARTY WILL UNDER ANY CIRCUMSTANCES BE LIABLE TO THE OTHER PARTY, THE PARTICIPATING ENTITIES OR ANY OTHER THIRD PARTIES FOR CONSEQUENTIAL, INCIDENTAL, SPECIAL, PUNITIVE, OR ANY INDIRECT DAMAGES (INCLUDING DAMAGES FOR LOST PROFITS OR ANTICIPATED REVENUES) ARISING OUT OF OR RELATED TO THE EQUIPMENT, PRODUCT, OR SERVICE OR THIS CONTRACT, OR FOR ANY DAMAGES WHATEVER ARISING OUT OF OR IN CONNECTION WITH ANY MALFUNCTIONS, DATA DELAYS, LOSS OF DATA OR INTERRUPTION OF SERVICE HEREUNDER. EXCEPT FOR (I) SUPPLIER'S INDEMNIFICATION OBLIGATIONS, (II) DEATH OR PERSONAL INJURY, (III) A PARTY'S FRAUD OR INTENTIONAL MISCONDUCT, OR GROSS NEGLIGENCE, AND (IV) TO THE FULLEST EXTENT PERMITTED BY LAW, UNDER NO CIRCUMSTANCES WILL EITHER PARTY'S AGGREGATE LIABILITY FOR ALL CLAIMS, ACTS AND/OR OMISSIONS ARISING OUT OF OR RELATED TO THIS CONTRACT, REGARDLESS OF WHETHER ANY CLAIM OR ACTION IS BASED ON CONTRACT, TORT, OR OTHERWISE, EXCEED THE TOTAL AMOUNT PAID BY THE PARTICIPATING ENTITY TO SUPPLIER UNDER THIS CONTRACT OR SUBSEQUENT AGREEMENT. THE FOREGOING LIMITATION WILL NOT APPLY TO ANY CLAIMS ARISING OUT OF OR RELATED TO DEATH OR PERSONAL INJURY, FRAUD, OR A PARTY'S INTENTIONAL MISCONDUCT.

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.

c. Supplier also grants to Sourcewell and any Participating Entity a non-exclusive right and license to use the Products and Services provided in its Proposal (including a perpetual license to any underlying data provided by Supplier during the term of the Contract) for the use cases provided in RFP #120423. For avoidance of doubt, Sourcewell acknowledges and agrees that the Products and Services are already generally commercially available, and Supplier retains all title and rights (including intellectual property rights) to the Products and Services.

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 notify each other of any known dispute within and work in good faith to resolve such dispute within a reasonable period of time. Invoicing or payment disputed must be submitted by respective parties to Supplier within 30 days of the Invoice or Payment date. 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 and payment 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. The Participating Entity must continue to remit payment on amounts due that are not impacted 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, subject to Section 11.
4. *Invoice Dispute.* If a Participating Entity has a dispute associated solely with an invoice, not related to an underlying performance dispute, the Participating Entity must notify accountsreceivable@INRIX.com within 30 days of the invoice date.

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.
2. Nonpayment for undisputed services delivered under this Contract.
3. A material breach of any term or condition of this Contract.

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

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

18. INSURANCE

A. **REQUIREMENTS.** At its own expense, Supplier must maintain insurance policy(ies) in effect at all times during the performance of this Contract with insurance company(ies) licensed or authorized to do business in the State of Minnesota having an "AM BEST" rating of A- or better, with coverage and limits of insurance not less than the following:

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

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

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

Minimum limits:

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

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

2. *Commercial General Liability Insurance.* Supplier will maintain insurance covering its operations, with coverage on an occurrence basis, and must be subject to terms no less broad than the Insurance Services Office (“ISO”) Commercial General Liability Form CG0001 (2001 or newer edition), or equivalent. At a minimum, coverage must include liability arising from premises, operations, bodily injury and property damage, independent contractors, contractual liability, blanket contractual liability, and personal injury and advertising injury. All required limits, terms and conditions of coverage must be maintained during the term of this Contract.

Minimum Limits:

\$1,000,000 each occurrence Bodily Injury and Property Damage
\$1,000,000 Personal and Advertising Injury
\$2,000,000 aggregate for products liability-completed operations
\$2,000,000 general aggregate

3. *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

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

Minimum limits:

\$2,000,000 per occurrence
\$2,000,000 annual aggregate

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

B. **CERTIFICATES OF INSURANCE.** Prior to commencing under this Contract, Supplier must furnish to Sourcewell a certificate of insurance, as evidence of the insurance required under this Contract. Prior to expiration of the policy(ies), renewal certificates must be mailed to Sourcewell, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 or sent to the

Sourcewell Supplier Development Administrator assigned to this Contract. The certificates must be signed by a person authorized by the insurer(s) to bind coverage on their behalf.

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

C. **Additional Insured Endorsement and Primary and Non-contributory Insurance Clause.** Supplier agrees to list Sourcewell and its Participating Entities, including their officers, agents, and employees, as an additional insured under the Supplier's commercial general liability insurance policy with respect to liability arising out of activities, "operations," or "work" performed by or on behalf of Supplier, and products and completed operations of Supplier. The policy provision(s) or endorsement(s) must further provide that coverage is primary and not excess over or contributory with any other valid, applicable, and collectible insurance or self-insurance in force for the additional insureds.

D. **WAIVER OF SUBROGATION.** Supplier waives and must require (by endorsement or otherwise) all its insurers to waive subrogation rights against Sourcewell and other additional insureds for losses paid under the insurance policies required by this Contract or other insurance applicable to the Supplier or its subcontractors. The waiver must apply to all deductibles and/or self-insured retentions applicable to the required or any other insurance maintained by the Supplier or its subcontractors. Where permitted by law, Supplier must require similar written express waivers of subrogation and insurance clauses from each of its subcontractors.

E. **UMBRELLA/EXCESS LIABILITY/SELF-INSURED RETENTION.** THE LIMITS REQUIRED BY THIS CONTRACT CAN BE MET BY EITHER PROVIDING A PRIMARY POLICY OR IN COMBINATION WITH UMBRELLA/EXCESS LIABILITY POLICY(IES), OR SELF-INSURED RETENTION.

19. COMPLIANCE

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

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

20. BANKRUPTCY, DEBARMENT, OR SUSPENSION CERTIFICATION

Supplier certifies and warrants that it is not in bankruptcy or that it has previously disclosed in writing certain information to Sourcewell related to bankruptcy actions. If at any time during

this Contract Supplier declares bankruptcy, Supplier must immediately notify Sourcewell in writing.

Supplier certifies and warrants that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from programs operated by the State of Minnesota; the United States federal government or the Canadian government, as applicable; or any Participating Entity. Supplier certifies and warrants that neither it nor its principals have been convicted of a criminal offense related to the subject matter of this Contract. Supplier further warrants that it will provide immediate written notice to Sourcewell if this certification changes at any time.

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

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

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

B. **DAVIS-BACON ACT, AS AMENDED (40 U.S.C. § 3141-3148).** When required by federal program legislation, all prime construction contracts in excess of \$2,000 awarded by non-federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. § 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 C.F.R. § 5, “Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction”). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The

decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-federal entity must report all suspected or reported violations to the federal awarding agency. The contracts must also include a provision for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. § 3145), as supplemented by Department of Labor regulations (29 C.F.R. § 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-federal entity must report all suspected or reported violations to the federal awarding agency. Supplier must be in compliance with all applicable Davis-Bacon Act provisions.

C. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT (40 U.S.C. § 3701-3708). Where applicable, all contracts awarded by the non-federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. §§ 3702 and 3704, as supplemented by Department of Labor regulations (29 C.F.R. § 5). Under 40 U.S.C. § 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. § 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence. This provision is hereby incorporated by reference into this Contract. Supplier certifies that during the term of an award for all contracts by Sourcewell resulting from this procurement process, Supplier must comply with applicable requirements as referenced above.

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

E. CLEAN AIR ACT (42 U.S.C. § 7401-7671Q.) AND THE FEDERAL WATER POLLUTION CONTROL ACT (33 U.S.C. § 1251-1387). Contracts and subgrants of amounts in excess of \$150,000 require the non-federal award to agree to comply with all applicable standards, orders or regulations

issued pursuant to the Clean Air Act (42 U.S.C. § 7401- 7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. § 1251- 1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA). Supplier certifies that during the term of this Contract will comply with applicable requirements as referenced above.

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

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

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

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

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

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

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

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

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

O. PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS OR RELATED ACTS. The Contractor acknowledges that 31 U.S.C. 38 (Administrative Remedies for False Claims and Statements) applies to the Supplier's actions pertaining to this Contract or any purchase by a Participating Entity.

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

Q. CONFLICTS OF INTEREST. The Supplier must notify the U.S. Office of General Services, Sourcewell, and Participating Entity as soon as possible if this Contract or any aspect related to the anticipated work under this Contract raises an actual or potential conflict of interest (as described in 2 C.F.R. Part 200). The Supplier must explain the actual or potential conflict in writing in sufficient detail so that the U.S. Office of General Services, Sourcewell, and

Participating Entity are able to assess the actual or potential conflict; and provide any additional information as necessary or requested.

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

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

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

22. CANCELLATION

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

Sourcewell

INRIX, Inc.

DocuSigned by:
Jeremy Schwartz
C0FD2A139D06489...
By: _____
Jeremy Schwartz
Title: Chief Procurement Officer
3/14/2024 | 10:44 AM CDT
Date: _____

DocuSigned by:
Bryan Mistele
B97DFE6DCA36414...
By: _____
Bryan Mistele
Title: CEO
3/14/2024 | 8:38 AM PDT
Date: _____

RFP 120423 - Curb Management Technologies with Related Services

Vendor Details

Company Name: INRIX, Inc
Does your company conduct business under any other name? If yes, please state: INRIX
Address: 10210 Points Dr NE STE 400
Kirkland, Washington 98033
Contact: Ahmed Darrat
Email: ahmed.darrat@inrix.com
Phone: 425-791-1945
Fax: 425-791-1945
HST#: 20-1296081

Submission Details

Created On: Tuesday November 07, 2023 12:39:19
Submitted On: Friday December 01, 2023 22:30:07
Submitted By: Ahmed Darrat
Email: ahmed.darrat@inrix.com
Transaction #: 4609bc1a-337d-4968-8157-6aa6710aa9e2
Submitter's IP Address: 98.184.248.126

Specifications

Table 1: Proposer Identity & Authorized Representatives

General Instructions (applies to all Tables) Sourcewell prefers a brief but thorough response to each question. Do not merely attach additional documents to your response without also providing a substantive response. Do not leave answers blank; respond "N/A" if the question does not apply to you (preferably with an explanation).

| Line Item | Question | Response * |
|-----------|--|---|
| 1 | Proposer Legal Name (one legal entity only): (In the event of award, will execute the resulting contract as "Supplier") | INRIX, Inc |
| 2 | Identify all subsidiary entities of the Proposer whose equipment, products, or services are included in the Proposal. | INRIX has entered into an agreement to acquire Knock Software, Inc (doing business as Ride Report) and the transaction should be completed by award of this contract. Should the transaction not be completed, Ride Report will remain as a subcontractor on this contract. |
| 3 | Identify all applicable assumed names or DBA names of the Proposer or Proposer's subsidiaries in Line 1 or Line 2 above. | INRIX |
| 4 | Provide your CAGE code or Unique Entity Identifier (SAM): | 7VUN3 |
| 5 | Proposer Physical Address: | 10210 NE Points Dr Ste 400 Kirkland, WA 98033 |
| 6 | Proposer website address (or addresses): | www.inrix.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): | Bryan Mistele, CEO bryan@inrix.com (425) 284-3801 |
| 8 | Proposer's primary contact for this proposal (name, title, address, email address & phone): | Ahmed Darrat, General Manager of Public Sector Products ahmed.darrat@inrix.com 425-791-1945 |
| 9 | Proposer's other contacts for this proposal, if any (name, title, address, email address & phone): | Accounts Payable accountspayable@inrix.com |

Table 2: Company Information and Financial Strength

| Line Item | Question | Response * |
|-----------|----------|------------|
|-----------|----------|------------|

| | | |
|----|--|--|
| 10 | Provide a brief history of your company, including your company's core values, business philosophy, and industry longevity related to the requested equipment, products or services. | <p>INRIX, founded in 2004, pioneered the practice of managing traffic by analyzing data not just from road sensors, but also from vehicles. This breakthrough approach enabled us to become one of the leading providers of data and insight into how people move around the world. Leveraging big data and the cloud, INRIX delivers comprehensive services and solutions to help move people, goods, states, cities, and businesses forward. Our partners and customers are government agencies, automakers, and large and small enterprises who use our high quality intelligent mobility solutions to help the world move smarter, safer, and greener which are our core tenants. We make it easy to identify and solve transportation issues, make data-driven decisions, or build a next-gen connected car solution.</p> <p>INRIX is headquartered in Kirkland, Washington with satellite offices in Santa Monica, California, Germany, and the UK. With over 300 dedicated employees and partners located across the world, INRIX is truly a global company, providing services in 50 countries on six continents worldwide. Since our inception, we have delivered nearly \$100 million in government projects, and we currently support projects for dozens of public sector customers under multi-year contracts.</p> <p>While INRIX was among the first to offer agencies and DOTs the ability to use historical traffic data and trends to gain valuable insights into their systems, we provide a much broader portfolio of services to the public sector today to help you better meet your transportation planning goals. Our offerings include solutions that help you operate efficiently, manage demand, strategically add capability, and increase safety and security. These include a range of data analytics products such as traffic speeds and volumes, incidents, parking data, weather data, vulnerable road user data that results in our industry leading software-as-a-service insights tools for traffic, parking, traffic signals, and safety.</p> <p>INRIX Parking and Curbside solutions began to flourish after the acquisition of ParkMe in 2015. Both INRIX and ParkMe were working to rapidly scale operations to map the world's on-street and off-street parking inventories since 2011. Currently, INRIX offers the largest database of the Open Mobility Foundation's Curb Data Specification (CDS) compliant curb policies in the world.</p> |
| 11 | What are your company's expectations in the event of an award? | <p>We expect to leverage this contract to support our current and potential customers in procuring our services. INRIX has numerous cooperative procurement contracts in place and our sales and marketing teams leverage these contracts wherever possible to help our potential and existing customers gain benefit from our products as expeditiously as possible. This contract would be the first that includes our Curb Analytics product and would be our "go to" contract for the many current and future potential customers that interested in buying this product.</p> <p>INRIX would be happy to support training, events, and joint marketing campaigns with Sourcewell related to this contract as part of the annual business plan process to grow our partnerships.</p> |
| 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. | <p>INRIX has attached three documents related to our financial strength. The first is a letter of good financial standing from our Chief Financial Officer. The second is a letter of good financial standing from our bank with contact information for a reference. Finally, the third is a press release regarding our most recent investment from Morgan Stanley for \$70 million in August which includes references from our partners at Morgan Stanley.</p> <p>Due to these documents being consider public records, some financial information such as account numbers have been redacted. Additional information is available as Confidential Information protected by non-disclosure agreements.</p> |
| 13 | What is your US market share for the solutions that you are proposing? | <p>The market for up-to-date digitization of curb policies and metrics is a relatively nascent market and the market share in the public sector is unknown. However, INRIX Curb Analytics is available in 44 cities across the US with preloaded data for over 9,000 km of curb which accounts for over 129,000 blocks and 8 million spaces. Based our internal review, this is by far the largest database of Open Mobility Foundation's Curb Data Specification compliant Curbs API of any company in the market. This product has been sold to the private sector for 11 years.</p> <p>Our other products we are offering to support customers who may be doing analysis on curb management strategies make up a suite of other INRIX traffic and safety products. Our traffic products are ubiquitous in the US and currently being sold to 30 state governments nationwide as well as many, many more regional and local governments. We also sell our products to countless private entities.</p> |

| | | | |
|----|---|--|---|
| 14 | What is your Canadian market share for the solutions that you are proposing? | <p>The market for up-to-date digitization of curb policies and metrics is a relatively nascent market and the market share in the public sector is unknown. However, INRIX Curb Analytics is available in 4 cities across the US with preloaded data for over 800 km of curb which accounts for over 11,000 blocks and 624,000 spaces. Based our internal review, this is by far the largest database of Open Mobility Foundation's Curb Data Specification compliant Curbs API of any company in the market.</p> <p>Our other products we are offering to support customers who may be doing analysis on curb management strategies make up a suite of other INRIX traffic products. Our traffic products are ubiquitous in Canada and currently being sold to a number of regional and local governments and countless private entities.</p> | * |
| 15 | Has your business ever petitioned for bankruptcy protection? If so, explain in detail. | No | * |
| 16 | <p>How is your organization best described: is it a manufacturer, a distributor/dealer/reseller, or a service provider? Answer whichever question (either a) or b) just below) best applies to your organization.</p> <p>a) If your company is best described as a distributor/dealer/reseller (or similar entity), provide your written authorization to act as a distributor/dealer/reseller for the manufacturer of the products proposed in this RFP. If applicable, is your dealer network independent or company owned?</p> <p>b) If your company is best described as a manufacturer or service provider, describe your relationship with your sales and service force and with your dealer network in delivering the products and services proposed in this RFP. Are these individuals your employees, or the employees of a third party?</p> | <p>Service provider.</p> <p>We have both a sales force 33 people as well as a network of authorized dealers. Our salesforce are our employees. Our dealers are third parties which include authorized regional distributors and channel sales partners. Our teams coordinate both internally and with our partners to ensure that our customers have a clear understanding of the sales lead for a particular opportunity to avoid any channel conflict.</p> | * |
| 17 | If applicable, provide a detailed explanation outlining the licenses and certifications that are both required to be held, and actually held, by your organization (including third parties and subcontractors that you use) in pursuit of the business contemplated by this RFP. | INRIX is SOC2 Type 2 compliant. SOC2 is a very popular form of cybersecurity audit that helps our customers know that we're doing everything we can to avoid exposing sensitive information or creating unnecessary risks. SOC2 examines controls in place that protect and secure systems and services. | * |
| 18 | Provide all "Suspension or Debarment" information that has applied to your organization during the past ten years. | N/A | * |

Table 3: Industry Recognition & Marketplace Success

| Line Item | Question | Response * |
|-----------|--|---|
| 19 | Describe any relevant industry awards or recognition that your company has received in the past five years | INRIX was awarded the 2018 BMW Supplier Innovation Award from BMW Group for our On-Street Parking Information (OSPI) project which includes the Curbs and Metrics APIs provided in this proposal as well as Park-Search-Route (PSR), powered by INRIX Parking Path, to guide drivers to their destination along the optimal route for finding available street parking. Ride Report was named GovTech 100 company for two years in a row, and one of the most promising startups leading the Road Transport Tech Industry by Tracxn. |
| 20 | What percentage of your sales are to the governmental sector in the past three years | Public sector sales make up 38% of our revenue from 4Q 2020 to 3Q 2023. |
| 21 | What percentage of your sales are to the education sector in the past three years | Educational sector sales make up 14% of our revenue from 4Q 2020 to 3Q 2023. |
| 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? | We have numerous state contracts including District of Columbia, Washington State, Idaho, California, Texas, New York, Iowa, Arizona, South Carolina, Nevada, Michigan, and Delaware as well as several states and provinces not in North America. We also are party to a cooperative purchasing agreement with the Eastern Transportation Coalition. The annual volumes of these contracts are measured in tens of millions of dollars and vary from year to year. |
| 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 |

Table 4: References/Testimonials

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

| Entity Name * | Contact Name * | Phone Number * |
|--|------------------|----------------|
| Los Angeles Department of Transportation | Jonathan Hui, PE | 213-972-5036 |
| City of Long Beach | Richard Reining | 562-570-8055 |
| City of Austin | Brian Craig | 512-974-4061 |

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 * |
|--------------|---------------|---------------------|---|------------------------|----------------------------------|
| Not provided | Education | Maryland - MD | Channel partner delivering numerous products to state and local governments based on INRIX data-as-a-service solutions | ~\$500K to ~\$1M | ~\$10M to ~\$20M |
| Not provided | Government | Pennsylvania - PA | Delivery of commercial motor vehicle alerts, dangerous slow downs, trips, real time traffic, and speeds to multiple departments | ~\$100K to ~\$1M | ~\$1M to ~\$5M |
| Not provided | Government | North Carolina - NC | Delivery of commercial motor vehicle alerts, Signal Analytics, dangerous slow downs, and other safety alerts | ~\$100K to ~\$1M | ~\$1M to ~\$5M |
| Not provided | Government | Massachusetts - MA | Delivery of Trips, Signal Analytics, and Volumes products | ~\$100K to ~\$1M | ~\$500K to ~\$1M |
| Not provided | Government | Georgia - GA | Delivery of commercial motor vehicle alerts, other safety alerts, and Trips | ~\$100K to ~\$1M | ~\$500K to ~\$1M |

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. | INRIX's salesforce includes 33 full time employees across three verticals (public sector, enterprise, and automotive) and two key geographies North America and Europe and the Middle East. We have the capability and experience to sell in all locations where Sourcewell is available. We also have data in these locations. |
| 27 | Dealer network or other distribution methods. | Our current distributor for our traffic signals product covers the western United States and will not be used for this contract. We will use our own internal staff. |
| 28 | Service force. | INRIX's service force includes roughly 250 full time equivalent employees located both domestically in the United State and abroad. |
| 29 | Describe the ordering process. If orders will be handled by distributors, dealers or others, explain the respective roles of the Proposer and others. | <p>The INRIX ordering process is relatively simple once we have a contract in place. We will adhere to all of the appropriate contractual terms of the Sourcewell agreement. INRIX will load our Sourcewell contract pricing into our CRM solution which will allow our Account Executives to accurately quote customers based on our special pricing for this proposal. Our team will work with the Sourcewell customer to ensure that a solution of products is configured to fit there needs.</p> <p>Our team will then utilize our standard order form to fill out the relevant information including primary contact, legal entity, billing and contact information, term of the service, products to be purchased and territory, permitted uses, and compensation information. This will be sent to the customer for the appropriate signatures. Our team is very familiar with this process and navigating it with a public sector entity.</p> |

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|-----------|--|--|
| <p>30</p> | <p>Describe in detail the process and procedure of your customer service program, if applicable. Include your response-time capabilities and commitments, as well as any incentives that help your providers meet your stated service goals or promises.</p> | <p>All customers are provided with INRIX Standard Support as part of their INRIX subscription, which includes:</p> <ul style="list-style-type: none"> • Access to the INRIX online support portal that allows a range of self-service options including querying the INRIX knowledge base, submitting support issues, and answering questions through an online forum • Product upgrades, updates, & patches if or when made commercially available that contains functional enhancements and extensions and fixes for bugs. • Access to technical webinars that provide live knowledge sharing sessions on latest INRIX and industry skills, products and innovations. <p>In addition to Standard Support, INRIX is offering the Sourcewell customers additional best-in-class services and benefits designed to ensure success with the INRIX products, including:</p> <ul style="list-style-type: none"> • Dedicated Technical Account Manager who represents the cornerstone of your Premium Plus Support. This person works with you to on-board and train staff members, design a comprehensive analytics strategy that encompasses business goals, ongoing and emerging company initiatives, the role of INRIX technology, and a strategy road map for INRIX implementation within organizational objectives. • Faster response times based on your TAM's personal coordination of resources and faster, more frequent responses from sales engineers. Response goals for Premium Support are described under INRIX SLAs below. • Major incident management that includes a team of engineering experts and executive level support who will work with you to determine the best action for resolving an incident quickly. • Advisory support service time that let you tap into a wide range of support and implementation services delivered by transportation data experts. • Out-of-hours planned support comes with the Premium Plus Support option. We will help you plan support system upgrades and maintenance activities at the optimal time for your business, during or outside of weekday business hours. • Proactive technical advice based on guidance from your TAM. • Regularly scheduled meetings with your TAM at which time you can discuss key projects, issues and plans. • Monthly status reports on your Technical Support Activity. <p>INRIX Service Level Description</p> <p>1. Service Classifications and Process</p> <p>INRIX will use reasonable efforts to meet the following resolution goals based on severity:</p> <p>Severity Level 1 Description: System or service is completely down or major security issue Impact: API/Service is completely unavailable or unresponsive or there is severe degradation in the content and users are severely impacted, or security is compromised Response Time: 2 operating hours Resolution Time: 4 operating hours</p> <p>Severity Level 2 Description: Major functionality is broken or otherwise unavailable Impact: Customer is unable to access functionality or is technically impacted but the impact to the business is minimized if a workaround is put in place. Response Time: 6 operating hours Resolution Time: 1 business day</p> <p>Severity Level 3 Description: Minor functionality is broken or otherwise unavailable Impact: Customer is unable or otherwise unavailable to access minor functionality intermittently or is technically impacted but the impact to the business is negligible. Response Time: 12 operating hours Resolution Time: 3 business days</p> <p>Severity Level 4 Description: Cosmetic Impact: Cosmetic or suggestion for improved functionality or no measurable impact if a fix is deferred. Response Time: Response Time will be provided within 24 Business Hours, with periodic updates provided at Licensor's discretion. Resolution Time: Reasonable effort</p> <p>2. Response Procedure</p> <p>Licensee can report Critical and High classification incidents by online portal or email to the INRIX Support Services Team. Licensee can report Low classification incidents only by online portal.</p> |
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| 31 | Describe your ability and willingness to provide your products and services to Sourcewell participating entities in the United States. | We are willing and able to provide our products and services in the United States. | * |
| 32 | Describe your ability and willingness to provide your products and services to Sourcewell participating entities in Canada. | We are willing and able to provide our products and services to Canadian entities. | * |
| 33 | Identify any geographic areas of the United States or Canada that you will NOT be fully serving through the proposed contract. | <p>Our on-street parking data is available in the following cities. If a jurisdiction is interested in INRIX service, we can collect their inventory data at an additional fee.</p> <p>New York San Francisco Los Angeles Jersey City Toronto San Jose Montréal Philadelphia Santa Monica Washington, D.C. Chicago Austin Boston Palo Alto Jacksonville Beverly Hills Seattle Detroit Miami Denver Vancouver Atlanta Miami Beach Cupertino San Diego Long Beach Dallas Indianapolis Phoenix Houston Columbus Newport Beach Calgary Berkeley Portland Nashville Oakland West Hollywood San Antonio Alexandria Charlotte Las Vegas Memphis Colorado Springs Sacramento Fort Worth Cambridge Raleigh</p> <p>Our Safety View product is not available in Canada.</p> | * |
| 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? | N/A | * |
| 35 | Define any specific contract requirements or restrictions that would apply to our participating entities in Hawaii and Alaska and in US Territories. | No specific contract requirements or restrictions for these locations. | * |

Table 7: Marketing Plan

| Line Item | Question | Response * |
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| 36 | Describe your marketing strategy for promoting this contract opportunity. Upload representative samples of your marketing materials (if applicable) in the document upload section of your response. | <p>INRIX has a very active and impactful market team that produces numerous types of content for not only our customers but others interested in transportation, mobility, traffic, and parking. As a thought leader and industry expert, INRIX's data and insight are a valuable and key resource for journalists, researchers, and policymakers around the world. Our team issues studies covering various mobility topics such as school zone safety, brick & mortar recovery, and freight movement. Our annual Global Traffic Scorecard generates thousands of articles globally and covered by the most recognized regional and national media outlets such as Wall Street Journal, The New York Times, USA Today, the Washington Post, WIRED, Forbes, CNBC, CNN, BBC, and even Jimmy Kimmel Live.</p> <p>INRIX is a regular host of both our own and cosponsored webinars with our partners such as the Vision Zero Network or ITE and could codevelop content for Sourcewell customers. Additionally, our team is active in multimedia campaigns through our CRM system providing access and information as a news alert to hundreds of subscribed email addresses about our contract and leverage this customer base often deliver hundreds of viewers to our webinars and events.</p> <p>We have provided an upload of an example of one webinar we copromoted with a partner, one news alert about a cooperative purchasing contract, and examples of our signal scorecard, traffic scorecard, and parking report.</p> |
| 37 | Describe your use of technology and digital data (e.g., social media, metadata usage) to enhance marketing effectiveness. | <p>INRIX uses data tools to help us to track customer accounts utilizing industry leading account based marketing techniques. We utilize our CRM tools to help log in-person meetings at events such as conferences, attendance at webinars, customer meeting requests, and tracking of outgoing marketing communications. We then categorize these accounts into cold (no contact), warm (at least one person engaged), or hot (more than one person engaged) and a corresponding score depending on level and quantity of engagement.</p> <p>Hot accounts are passed to our account executives who we then track through our sales progression from initial needs assessment meetings to demo, trials, and opportunities.</p> |
| 38 | In your view, what is Sourcewell's role in promoting contracts arising out of this RFP? How will you integrate a Sourcewell-awarded contract into your sales process? | <p>We expect Sourcewell at a minimum to provide permission for INRIX to externally communicate information about the contract. Beyond this, it would be fantastic to have Sourcewell be an active partner in promoting the contract through access to its existing accounts and joint opportunities for announcements, webinars, and other events.</p> <p>Should Sourcewell make data about customers available to INRIX, we can flag this within our CRM system both to shield Sourcewell customers from products that are not available through this contract but also to provide information to our sales team on each customer and begin to outwardly market to and contact these accounts for our products.</p> |
| 39 | Are your products or services available through an e-procurement ordering process? If so, describe your e-procurement system and how governmental and educational customers have used it. | <p>We do not currently have e-procurement ordering processes but we evaluating for implementation in 2024.</p> |

Table 8: Value-Added Attributes

| Line Item | Question | Response * |
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| <p>40</p> | <p>Describe any product, equipment, maintenance, or operator training programs that you offer to Sourcewell participating entities. Include details, such as whether training is standard or optional, who provides training, and any costs that apply.</p> | <p>INRIX has a standard on-boarding process as part our customer success process for all of our INRIX IQ software-as-a-service modules which is included at no additional cost to customers. The following steps are provided over a roughly 8 week period:</p> <ol style="list-style-type: none"> 1. Preparing the system for the customer including all relevant geographic information about the customer's account and list of users to set up system credentials. 2. Identification of the project sponsor and agreement on onboarding plan/expectations. 3. Introductory training and system setup for all users ensuring they can appropriately log in, demonstration of key features, high touch use case demonstrations, and understanding of customer support process. 4. Allow users t review the product on their own time. 5. Development of user group training for deep dives into individual applications and real-life examples. 6. User group fast starts where the INRIX team provides additional sessions, reviews usage in the product, and provides proactive opportunities for questions and answers. 7. Project review of key milestones, key measurements, introduction into broad INRIX user groups of key project sponsor. <p>In addition to this training program, INRIX offers the following additional services to our customers:</p> <p>All customers are provided with INRIX Standard Support as part of their INRIX subscription, which includes:</p> <ul style="list-style-type: none"> • Access to the INRIX online support portal that allows a range of self-service options including querying the INRIX knowledge base, submitting support issues, and answering questions through an online forum • Product upgrades, updates, & patches if or when made commercially available that contains functional enhancements and extensions and fixes for bugs, • Access to technical webinars that provide live knowledge sharing sessions on latest INRIX and industry skills, products and innovations. <p>In addition to Standard Support, INRIX is offering all users of the Sourcewell contract additional best-in-class services and benefits designed to ensure success with the INRIX products, including:</p> <ul style="list-style-type: none"> • Dedicated Technical Account Manager who represents the cornerstone of your Premium Plus Support. This person works with you to on-board and train staff members, design a comprehensive analytics strategy that encompasses business goals, ongoing and emerging company initiatives, the role of INRIX technology, and a strategy road map for INRIX implementation within organizational objectives. • Faster response times based on your TAM's personal coordination of resources and faster, more frequent responses from sales engineers. Response goals for Premium Support are described under INRIX SLAs below. • Major incident management that includes a team of engineering experts and executive level support who will work with you to determine the best action for resolving an incident quickly. • Advisory support service time that let you tap into a wide range of support and implementation services delivered by transportation data experts. • Out-of-hours planned support comes with the Premium Plus Support option. We will help you plan support system upgrades and maintenance activities at the optimal time for your business, during or outside of weekday business hours. • Proactive technical advice based on guidance from your TAM. • Regularly scheduled meetings with your TAM at which time you can discuss key projects, issues and plans. • Monthly status reports on your Technical Support Activity. |
| <p>41</p> | <p>Describe how your products and services will impact safety and reliability; such as improvement to safety of systems for pedestrians, bicyclists, and the broader traveling public, improve emergency response, etc.</p> | <p>INRIX Curb Analytics supports our customers in better understanding their curb space inventory and usage. This can be leveraged to help provide additional programming, infrastructure and services for more vulnerable road users such as pedestrian and cyclists. This could include pedestrian curb bulbs, bicycle lanes, transit lanes, and wider sidewalks amongst a number of other improvements.</p> <p>To help our customers measure this impact on safety, INRIX is also offering our Safety View product which helps customers better understand not only crashes happening in their jurisdiction but also leading indicators of crashes such as traffic and vulnerable road user volumes, speeds, near misses from on-board automated driver assistance systems, and aggressive driving like rapid acceleration, rapid deceleration, and hard cornering.</p> |

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| 42 | Describe how your products and services will improve curb management to allow dynamic pricing, improvements to business access, traffic flow and curb traffic, and any impacts on essential services. | <p>INRIX Curb Analytics provides information in the form of the OMF's CDS Metrics API of both availability and occupancy for on-street and off-street facilities as well as policy information such as current pricing and hours. These factors in combination can be used by parking managers to better price parking either in real time or periodically such as monthly, quarterly, or annually.</p> <p>Many cities around the country use factors such as occupancy and availability to determine pricing changes but very few have access to this data both on-street and off-street. Furthermore, many cities only have availability and occupancy for paid parking areas because their calculations are based on payment systems. However, because INRIX uses connected car data our calculations are available in non-paid areas and during non-paid hours helping cities to determine if parking pricing areas show grow either geographically or extend their hours.</p> <p>Furthermore, as part of this contract INRIX is offering solutions to develop the OMF's CDS Events API for cities from a number of different sources including enforcement license plate readers, payments systems, and micromobility data. INRIX has a long history of developing similar solutions for our models which first began with our product OpenSpots which took real-time park-in, park-out events from connected cars and developed guidance systems to alert drivers when open parking spaces came open. For the Events API, we would leverage much of the ingestion pipeline we've already built to include other types of data from different sources than connected passenger vehicles. This Events API would be included in the INRIX Parking and Curbside Model to deliver an even more rigorous Metrics API to provide turnover and dwell time estimates for agencies which can further support curb management, pricing, and business access.</p> <p>Finally, INRIX is also offering some of other traffic products such as Trips and Signal Analytics to help agencies better understand key performance indicators around curb management such as vehicle miles travelled, freight activity or traffic signal delay.</p> |
| 43 | Describe your ability to perform projects related to the USDOT Smart Grant Program. | <p>INRIX has participated in the development of both the FY22 and FY23 Open Mobility Foundation led Curb Cohorts. We have provided 9 letters of commitment to agencies submitting applications at their request based on their desire to utilize INRIX products provided as part of this proposal. These products include our Curb Analytics bundle of the largest database of CDS compliant inventory and metrics data in the world as well as other tools to help agencies measure the impacts of these projects. These include Safety View, Volumes, Speeds, Trips, Signal Analytics, and our partner's Ride Report products.</p> <p>INRIX has vast experience working with universities, states and local agencies on Federally Funded projects and all appropriate certifications and workflows to meet the needs of these contract requirements. Furthermore, INRIX also has vast experience working directly for the Federal government or contractors working directly for the Federal government.</p> |
| 44 | Describe any technological advances that your proposed products or services offer. | <p>Our products offer agencies the ability to contract with services for curb digitization and analysis through a simple to use software-as-a-service solutions as well as an application programming interfaces (APIs) to integrate our product with other city technologies such as public facing open data solutions or enterprise asset management systems.</p> <p>In addition to our existing services, INRIX is actively develop improvements to our curb management products. The first offering included in this proposal is our Events API service which will create Events APIs for customers utilizing existing data they may have access to such as license plate readers from their enforcement system, parking payments backend solutions, and micromobility data from the Mobility Data Specification.</p> <p>The second offering in our proposal is our INRIX Road Rules product which not only services as an administrative tool to support cities in editing their Curbs API but also provides multi-stage editing that will deliver simulation of the Metrics API based on proposed changes being made.</p> |
| 45 | Describe any "green" initiatives that relate to your company or to your products or services, and include a list of the certifying agency for each. | See question 46. |
| 46 | Detail any benefits or impact on the climate realized from your offering such as: the reduction of congestion and/or air pollution, including greenhouse gases or improvement of energy efficiency. | <p>INRIX Curb Analytics bundle of products not only has the potential to reduce congestion and air pollution but has a proven history of doing so. Our products have been used by customers such as BMW utilizing our Parking Path product to deliver information to drivers about parking available and route them to their destination not based on the front door of the address they are travelling to but based on maximizing the likelihood of finding parking. Researchers at BAST, the Federal Highway Research Institute of the Federal Ministry of Transport in Germany, have utilized our on-street and off-street data in Cologne to determine impact parking availability has on vehicles miles travelled. They have delivered a research paper that provides a step-by-step tutorial to build such a model in VISUM that can be replicated by any city with access to INRIX data.</p> |

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| 47 | Identify any third-party issued eco-labels, ratings or certifications that your company has received for the equipment or products included in your Proposal related to energy efficiency or conservation, life-cycle design (cradle-to-cradle), or other green/sustainability factors. | N/A | * |
| 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 | * |
| 49 | What unique attributes does your company, your products, or your services offer to Sourcewell participating entities? What makes your proposed solutions unique in your industry as it applies to Sourcewell participating entities? | <p>INRIX has the most comprehensive selection of data products for not only delivering curb management projects but also measuring these projects. Our curb management related offerings include the largest database of CDS compliant data in the world as well as a completely unique offering of off-street parking data. Additionally, our metrics are based on our unprecedented access to connected car data that no other curb management solution has integrated into their analytics products.</p> <p>Finally, INRIX is providing access in this proposal to our wide array of data products to help measure the impact of curb management strategies. This includes access to our safety, signals, traffic, and micromobility solutions.</p> | * |

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 * |
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| 50 | Do your warranties cover all products, parts, and labor? | <p>INRIX has provided our warranty information in Documents section as part of our standard terms and conditions. The INRIX products are Software as a Service (SaaS) or Data as a Service (DaaS) products and so many hardware based warranties do not apply. Below is our standard warranty language, but we are open to negotiations to the language as applicable.</p> <p>WARRANTIES; DISCLAIMER. NEITHER INRIX NOR THE INRIX SUPPLIERS WARRANT THE ACCURACY OR TIMELINESS OF DATA PROVIDED HEREUNDER, EXCEPT AS EXPRESSLY PROVIDED IN THIS AGREEMENT, (A) THE INRIX PRODUCTS AND INRIX DATA ARE PROVIDED BY INRIX AND THE INRIX SUPPLIERS "AS IS," "WITH ALL FAULTS", "AS AVAILABLE" AND WITHOUT WARRANTY OR COMMITMENT OF ANY KIND, AND (B) TO THE MAXIMUM EXTENT PERMITTED BY LAW, ALL REPRESENTATIONS, WARRANTIES OR CONDITIONS OF ANY KIND WHATSOEVER (INCLUDING EXPRESS, IMPLIED OR STATUTORY WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, NON-INFRINGEMENT, OR ACCURACY, ARE EXPRESSLY EXCLUDED. NEITHER INRIX NOR THE INRIX SUPPLIERS MAKE ANY WARRANTY THAT THE INRIX PRODUCTS WILL OPERATE PROPERLY AS INTEGRATED WITH LICENSEE'S PRODUCTS.</p> |
| 51 | Do your warranties impose usage restrictions or other limitations that adversely affect coverage? | N/A see question 50. |
| 52 | Do your warranties cover the expense of technicians' travel time and mileage to perform warranty repairs? | N/A see question 50. |
| 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? | N/A see question 50. |
| 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? | N/A see question 50. |
| 55 | What are your proposed exchange and return programs and policies? | N/A see question 50. |
| 56 | Describe any service contract options for the items included in your proposal. | N/A see question 50. |

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 * |
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| 57 | Describe any performance standards or guarantees that apply to your services | <p>INRIX has numerous performance measures that we have developed with our customers. These include:</p> <ol style="list-style-type: none"> 1. Coverage: The total number of points of interest (block or lots) in a given area (Goal > 90%) 2. Completeness: The coverage available in our products as compared to ground truth testing (Goal > 80%) 3. Static Data Accuracy: How correct is the relevant metadata for each point of interest (Goal > 95%) 4. Prediction Accuracy: How correct are our predictions (Brier Score < 0.2) <p>To measure our model quality, our team utilizes a Brier Score. Brier Score is a standard metric used to measure the quality of forecast models and is widely utilized in weather forecasting and election prediction industries. For a given area, a Brier Score of 1 means the model is incorrect 100% of the time, a Brier Score of 0 means the model is correct 100% of the time, and, because the result of the difference between the forecast probability and outcome is squared, a Brier Score of 0.25 is equivalent to a coin flip. For our purposes, INRIX sets a target of 0.2 for our Brier Score across all 125 cities that we provide our model in.</p> <p>INRIX has developed numerous service level agreements with our customers and is happy to do so with Sourcewell customers. By nature, each service level agreement is unique based on the needs of the customer.</p> |
| 58 | Describe any service standards or guarantees that apply to your services (policies, metrics, KPIs, etc.) | <p>INRIX has numerous service standards that we have developed with our customers. These include:</p> <ol style="list-style-type: none"> 1. Service uptime: How often are the APIs/SaaS products available for download (Goal > 99.5%) 2. Service freshness: How often is the data from the database being refreshed in the API (Goal > 97% of time data is updated every 15 minutes) 3. Response time resolution: How often do tickets meet their target response time (Goal > 80% of Level 1 and Level 2 tickets meet guidance provided in question 30) <p>INRIX has developed numerous service level agreements with our customers and is happy to do so with Sourcewell customers. By nature, each service level agreement is unique based on the needs of the customer.</p> |
| 59 | Describe how you will measure cost savings and/or performance improvements with the utilization of your solutions. | <p>As part of our standard on-boarding process discussed in question 40, our customers often cite cost and time savings as one of the key decision making points in procuring INRIX services. Because of this, in our on-boarding process we often work with the project sponsor in setting goals as to what cost and/or time savings is expected and setting up systems to measure this whether through our product user experience monitoring tool Pendo or information logged by managers or staff in their timesheets.</p> |
| 60 | Describe how you use Curb Data Specification (CDS) and how you would further develop these standards in the future. | <p>INRIX collected detailed curbspace inventories in dozens of cities for over a decade before the Curb Data Specification existed. However, when the Curb Data Specification was created we saw this as a significant opportunity for our company to leverage the data we created and maintained into a format that was usable by many, many more potential customers and partners. INRIX has adopted the Curb Data Specification into all of our data processes and APIs where it is applicable. Because INRIX also collected numerous other parking data and information including off-street data there are some areas where CDS is not applicable for our APIs and we utilize our existing proprietary data schema.</p> <p>INRIX is a very active member of the Open Mobility Foundation and Ahmed Darrat, our General Manager of Public Sector Products, is an active member of the Curb Working Group. Because INRIX has the largest database of CDS data of any member, we actively participate in looking for ways to improve the specification for edge use cases and other improvements such as off-street parking and electric vehicle charging.</p> |
| 61 | Describe your experience with Mobility Data Specification (MDS), as well as how you use MDS to help improve agencies' transportation systems. | <p>INRIX has entered into an agreement to acquire Ride Report and the transaction should be completed by award of this contract. Should the transaction not be completed, Ride Report will remain as a subcontractor on this contract.</p> <p>Ride Report is an active and founding member of the Open Mobility Foundation (OMF), and has participated on several committees and working groups, most notably the Privacy Committee, to advance these specifications and ensure that cities have the data and control they need, while using built-in protections that protect individual privacy and advance Open Data efforts. This includes authoring several of the MDS specification:</p> <p>In MDS 1.0, Ride Report authored support for Fees and Subsidies. For the first time, this enabled cities to use MDS to assess parking, deployment, and usage fees. In MDS 1.1, Ride Report authored the Geography Driven Events, a new capability allowing cities to receive real-time data about street and curb usage while protecting potentially sensitive information about the trip. In MDS 1.2, Ride Report's work with cities and operators led to the development of the new public-facing data Requirements API that provides increased transparency</p> |

and accountability around city policies and data collection practices. Last year, Ride Report became the first company to implement this API.

Ride Report delivered the industry's first Open Data Portal powered by MDS data, which is publicly accessible and yet maintains the highest standards for individual and commercial data privacy by aggregating data across operators, time, and geography.

Ride Report ingests the latest version of the MDS Provider Application Programming Interface (API) that the operators support (Version 1.x), and can ingest as many mobility provider data feeds as required. We have ingested more than 400 MDS feeds in the last 4 years, and can ingest new data standard releases as they are implemented, including MDS Version 2.0.

Ride Report's expertise working with the Mobility Data Specification is also demonstrated via our work with private mobility operators that implement the specification for data sharing with public agencies. We developed an MDS audit and validation tool that was instrumental in operator's implementation of the specification. For example, Ride Report worked with the City of Austin's operators, to both validate and audit their existing MDS data for completeness and accuracy as a condition for operation within the city. We also significantly supported new operators in their creation of compliant MDS feeds, enabling the City of Austin to support new operators and continued program expansion.

Further demonstrating our experience with MDS, Ride Report communicates public agency program policies and their associated geographies and rule sets via the the MDS Policy API for seamless communication with the agency's chosen operators. This process digitally represents geographic zones and rules, ensuring a seamless delivery of and compliance with the rules and regulations of the agency's we work with.

Using MDS to improve agency transportation systems Ride Report's Software as a Service (SaaS) shared mobility platform utilizes MDS data to support public agencies in several ways:

- Overall reporting: Generate user friendly graphs and glance at reports highlighting key metrics, enabling staff to communicate and take quick action based on program performance.
- Trends and planning: Identify key travel patterns and assess infrastructure usage via heatmaps of rider travel patterns including routes and origin/destination analysis, and use geospatial data to support new infrastructure and broader improvements to the transportation network.
- Curb events: Evaluate and visualize precisely where trips originate and terminate, along with operator deployment locations, to quickly identify key areas for designated infrastructure such as parking corrals.
- Policy and compliance: Monitor and adjust program policies and rules with just a few clicks; add fully customizable equity areas, no riding zones, no parking zones, no/limited deployment zones, vehicle idle times, and quickly monitor and visualize operator performance against your program rules.
- Automated Alerts: Receive automated compliance and reporting metrics via email eliminating the need to login to the dashboard. Simply link your custom policies with automated email notifications so that you receive regular compliance updates, and operators are notified directly during policy creation.
- Fees and subsidy management: Avoid manual fee tracking and calculation with Ride Report's industry-first fees and invoicing feature, enabling you to automate the process and quickly invoice and account for fees, subsidies, and fines. To date we have helped agencies collect over \$6 million in program fees, without a single dispute.
- Public data: Communicate transparently and build program support by participating in the industry's first and only Global Micromobility Index, enabling more engagement, transparency, and insights across community stakeholders, researchers, funders, and advocates. Quickly compare and benchmark your program against others across the world. We are eager to serve as thought partners and trial new dashboard features and metrics with you.

INRIX Trips data functions very similar to MDS data but is provided for passenger and freight vehicles which are not yet supported by MDS2.0. INRIX has discussed the possibility of supporting future upgrades to MDS to include this data which by scale is significantly larger than any existing MDS dataset available.

Table 10: Payment Terms and Financing Options

| Line Item | Question | Response * | |
|-----------|--|--|---|
| 62 | Describe your payment terms and accepted payment methods. | Unless stated otherwise i: all payments: (i) are invoiceable in advance; (ii) will be invoiced in full upon execution of the Order Form; (iii) are due within 30 days invoice date; (iv) will be paid by electronic transfer to the account directed by INRIX; and (v) will be made in full without any proration, deduction, withholding, setoff or refunds of any kind. Fees due INRIX hereunder are exclusive of any fees, taxes, assessments, or other payments that Licensee is legally obligated to pay. If Licensee claims tax exempt status for amounts due under the Order Form, it shall provide INRIX with a valid tax exemption certificate to avoid application of taxes to Licensee's invoice. Licensee will pay all production, handling and transmission costs associated with the receipt, transmission and use of the INRIX Products. Licensee must notify INRIX in writing within 15 days of the invoice date of any payment disputes. The parties will negotiate in good faith to resolve any payment disputes within 30 days, provided that Licensee must timely pay all undisputed amounts. During any renewal term, the license fees will increase at a rate equal to the greater of 5%, or as according to the Consumer Price Index (CPI). | * |
| 63 | Describe any leasing or financing options available for use by educational or governmental entities. | N/A | * |
| 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. | Our standard ordering form has been uploaded for review. | * |
| 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? | No | * |

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. | INRIX has provided a detailed pricing table as an attachment. Pricing is provided by product and varies depending on the product. INRIX has provided Sourcewell customers discounts of anywhere from 10% to 70% depending on the products and expected usage of the project for the SMART program. INRIX has also not provided pricing for services for custom development work as the scope of work for each project will need to be determined based on the systems to be integrated or customer needs. |
| 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. | Pricing discounts are presented in our pricing table that was uploaded. Our table includes discounted price for this proposal. INRIX has provided Sourcewell customers discounts of anywhere from 10% to 70% depending on the products and expected usage of the project for the SMART program. |
| 68 | Describe any quantity or volume discounts or rebate programs that you offer. | Our typical pricing provides discounts based on volume or quantity of data. This is often represented by the population of the jurisdiction or, in the case of traffic signals, the number of signals under management. We do not offer rebate programs. |
| 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. | Generally, INRIX provides sourced products on a pass through basis. For nonstandard options such as custom development work for integration of data sources, INRIX has provided some examples of these in our pricing table. Unfortunately, we will require a quote for each request due to the custom nature of these types of requests and the source data. Because INRIX is a software-as-a-service company and not a consultant our business model is to provide tools that standardize integrations as much is possible and not focused on billable hours |
| 70 | Identify any element of the total cost of acquisition that is NOT included in the pricing submitted with your response. This includes all additional charges associated with a purchase that are not directly identified as freight or shipping charges. For example, list costs for items like pre-delivery inspection, installation, set up, mandatory training, or initial inspection. Identify any parties that impose such costs and their relationship to the Proposer. | N/A |
| 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. | INRIX does not offer physical products and does not need shipping. |
| 72 | Specifically describe freight, shipping, and delivery terms or programs available for Alaska, Hawaii, Canada, or any offshore delivery. | INRIX does not offer physical products and does not need shipping. |
| 73 | Describe any unique distribution and/or delivery methods or options offered in your proposal. | INRIX does not offer physical products and does not need shipping. |

Table 12: Pricing Offered

| Line Item | The Pricing Offered in this Proposal is: * | Comments |
|-----------|---|----------|
| 74 | d. other than what the Proposer typically offers (please describe). | |

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. | On an annual basis, INRIX utilizes a big four audit firm to conduct audits. |
| 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. | INRIX will track the Sourcewell contract customers and opportunities with our CRM system which is our system of record for our sales team. This will allow us to track metrics such as the total pipeline, sales stages, weighted pipeline, close/win rates, etc. These metrics will be incorporated into our internal operations where we review opportunities on a weekly, monthly, and quarterly cadence in different venues with our management team. |
| 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.) | INRIX proposes 1% of net booking administrative fee for this contract. |

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

| Line Item | Question | Response * |
|-----------|---|--|
| 78 | Provide a detailed description of the equipment, products, and services that you are offering in your proposal. | <p>INRIX is offering the following solutions as part of this proposal. These solutions are not only intended to support the direct analysis of curb management strategies but also the potential values based impacts of those strategies such as impacts to safety, sustainability, and system efficiency. INRIX has the most comprehensive set of completely hardware free solutions in the mobility industry and is excited to support Sourcewell customers with our follow solution set.</p> <ul style="list-style-type: none"> - INRIX Curb Analytics bundle - our SaaS web interface tool and underlying Application Programming Interfaces that support CDS compliant Curbs and Metrics APIs as well as our INRIX Off-Street Parking API. INRIX Curb Analytics provides preloaded data in 48 cities in the United States and Canada including full one meter resolution on-street curbside inventory, off-street parking, parking availability and occupancy predictions, parking costs, parking policies, and curb use distributions. - Inventory Data Collection - where INRIX does not have preloaded data, INRIX will work with Sourcewell customers to collect both on-street and off-street parking data to be loaded into our Curb Analytics bundle. Data collected by INRIX will be made immediately available to millions of connected vehicles through our partnerships with automotive and enterprise customers. - Integration of Curb Analytics Bundle with Enterprise Asset Management Systems - INRIX will work with Sourcewell customers to provide two way data solutions that help cities to view their curb data in their asset and work management systems. This will give cities a ""one stop shop"" for a source of truth while also automatically updating their Curbs API within their existing maintenance and work management systems and workflows. - Creation of Events APIs - INRIX will work with Sourcewell customers to deliver customized Events APIs from existing City data such as license plate readers, payment backend systems, or micromobility data from the Mobility Data Specification. INRIX has a long history of delivering park-in, park-out events at scale through our ingestion pipeline and will utilize these systems to deliver a CDS compliant Events API for cities. This Events API will also be used to better refine INRIX availability and occupancy predictions as well as potentially delivering other fields for the CDS Metrics API such as turnover and dwell time. - INRIX Road Rules Bundle - our SaaS solution to help cities to visualize and administer their curb rules as well as sharing information with third parties such as permit requests and modelling curb changes. INRIX Road Rules provides a lane by |

| | | |
|----|---|---|
| | | <p>lane administrative mapping tool that lets cities, their staff, management, and permit requestors see the status of their right-of-way today or at some point in the future. The tool allows users to request changes, view potential conflicts, model the impacts of these changes, and approve all in the same platform.</p> <ul style="list-style-type: none"> - Ride Report Micromobility and Carshare Software-as-a-Service Analytics Platform - Ride Report's industry leading software-as-a-Service platform ingests, aggregates, anonymizes, and enriches real-time and historic MDS data to help public agencies launch, manage, and evaluate shared scooter, bike, and car programs. - Ride Report Impacts - Ride Report's Impact Platform is a natural complement to our core shared mobility offering, focused on empowering staff with the tools and data to measure and share multi-modal outcomes of new infrastructure, events, and policies, effortlessly. As a powerful storytelling tool, Agency staff can set the parameters of a project area, and Impacts provides the ongoing multimodal data collection, analysis, and visualization for the project. - Safety View - Safety View is a powerful new cloud-based analytics solution developed in partnership with General Motors to provide comprehensive safety data together with sophisticated analytics tools to help safety professionals across all public agencies create more informed safety plans. Safety View helps agencies monitor not only crashes networkwide but also leading indicators of crashes such as speeds, volumes, near misses, and aggressive driving. - Signal Analytics - INRIX Signal Analytics is the first cloud-based application that uses big data from connected cars to help traffic professionals identify and understand unnecessary delay at signalized intersections areawide – no hardware or fieldwork required. Our traffic signal software provides valuable mobility insights to enhance urban traffic flow, reduce congestion, and improve pollution and safety. Signal Analytics helps agencies continuously monitor their traffic signal performance measures such as arrivals on green, turning movement counts and delay, travel times, and split failures. - Trip Paths - Our data-as-a-service solution that provides aggregated lists of anonymized trips with route details and waypoints. INRIX utilizes state-of-the-art geospatial and mapping expertise to clean up GPS data and map-match it to road segments, reporting true path of travel. We provide customers with ready-to- query, clean, robust, accurate data about paths of travel. - Trip Origins and Destination - Similar to Trip Paths, INRIX provides a provides aggregated lists of anonymized trips but removes the waypoints and route details leaving only the origin and destination. This is a more cost effective solution for many of our customers who are only interested in locations where trips start and end. - Volumes - INRIX Volume Profiles is an industry leading historical vehicle count product that uniquely provides day-parted and direction-parted vehicle counts for the entire United States. For each 15 minute of each day of the week, totaling 672 time bins. - Mission Control - INRIX Mission Control is our SaaS solution bundled with our real-time traffic API. This product averages speeds on countless roads across North America with no hardware, based on billions of input data points leveraging the INRIX Traffic Intelligence Network and are reported at the road segment level. - Roadway Analytics - Roadway Analytics utilizes anonymous data from connected vehicles to deliver on-demand traffic data, analytics, and visualizations that can help you maximize mobility improvement efforts and minimize costs. Roadway Analytics gives users a simple to use tool to analyze historic speeds, travel time, and congestion. - Speed Distribution Profile - INRIX Speed Distribution Profile (SDP) uses observed speeds to provide true historical average speeds as well as a statistical distribution of speeds on individual road segments. The distribution is built by taking speeds for observed vehicles over a segment for a particular timespan or subset of days of the week or hours of the day. <p>In the ""Additional Document"" upload section, INRIX has provided a detailed summary of all of the products being offered in this solution.</p> |
| 79 | <p>Within this RFP category there may be subcategories of solutions. List subcategory titles that best describe your products and services.</p> | <p>Our solutions include products are not only intended to support the direct analysis of curb management strategies but also the potential values based impacts of those strategies such as impacts to safety, sustainability, and system efficiency.</p> |

| | | |
|----|---|--|
| 80 | Describe your products and capabilities in regard to integration, such as: Improving integration of systems and promotion of connectivity of infrastructure, connected vehicles, pedestrians, bicyclists, and the broader traveling public. | <p>As a mobility intelligence company, INRIX produces software-as-a-service as well as data-as-a-service solutions to help support our customers. Many of the solutions we provide are in partnership with other mobility technology providers. From our inception, INRIX realized that partnering with other companies is the best way to fill the needs of our customers which is why we initially started as a data-as-a-service company. This culture has led us to countless integrations in the automotive, logistics, and public sector mobility industries following industry best practices around documentation of our application programming interfaces and detailed white papers and documentation of our data science processes. This has built INRIX's reputation within the industry as one of the most reliable sources of traffic data.</p> <p>Our data from connected devices whether passenger vehicles, freight telemetry, bicycles, or mobile devices has led to numerous integrations both receiving data from these devices but also supporting others. Our customers ingesting our industry leading traffic and parking data have included Amazon, Uber, GrubHub, Google, Microsoft, Ford, and BMW amongst many others.</p> |
| 81 | Describe how you will promote public and private sharing of data for the use of open platforms, open data formats, technology-neutral requirements, and interoperability, while ensuring cybersecurity, technology standards, and protection of individual privacy. | <p>INRIX is happy to support open data and public data sharing platforms with our data. Many of our existing solutions in the real-time traffic space are delivered on to public roadway alert websites today. INRIX also has a long history supporting private industries in sharing data and is a willing partner to public agencies to not only ensure data about their roadways is made publicly available but also actively used by some of the largest and most impactful fleets in the world.</p> <p>INRIX is SOC2 Type 2 and GDPR compliant ensuring that we follow the most rigorous best practices around cybersecurity and protection of individual privacy.</p> |

Table 148: 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. | <input checked="" type="radio"/> Yes <input type="radio"/> No | This is provided in our Curb Analytics bundle |
| 83 | Sensors and cameras, including installation services. | <input checked="" type="radio"/> Yes <input type="radio"/> No | This is provided in all of our products which use data from sensors embedded in connected vehicles and devices. |
| 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. | <input checked="" type="radio"/> Yes <input type="radio"/> No | This is provided in our Curb Analytics bundle as well as our Trips, Volumes, and Speeds products. |
| 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. | <input checked="" type="radio"/> Yes <input type="radio"/> No | All of our products meet this category and provided by either a Software-as-a-Service or Data-as-a-Service delivery method. |
| 86 | Digitized permit systems, including dynamic pricing. | <input checked="" type="radio"/> Yes <input type="radio"/> No | Our Road Rules bundle are intended to communicate locations where permits for road closures or other uses can be mapped and communicated internally and to the public. Our Curb Analytics bundle is intended to be leveraged by agencies to provide data into their dynamic pricing programs. |
| 87 | V2I technology with scalability. | <input checked="" type="radio"/> Yes <input type="radio"/> No | This is provided in all of our products which use data from sensors embedded in connected vehicles and devices. Our scale fully covers both the United States and Canada. |
| 88 | Intelligent transportation systems, such as transit signal priority, transportation system controllers, and digital signage. | <input checked="" type="radio"/> Yes <input type="radio"/> No | Most of our customers today use our products for intelligent transportation systems use cases. Our Signal Analytics, Trips, Volumes, and Speeds products are widely recognized in the ITS world as industry leading products. |

Exceptions to Terms, Conditions, or Specifications Form

Only those Proposer Exceptions to Terms, Conditions, or Specifications that have been accepted by Sourcewell have been incorporated into the contract text.

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](#) - INRIX Pricing - Sourcewell Curb Management Technologies with Related Services.pdf - Friday December 01, 2023 21:41:40
- [Financial Strength and Stability](#) - Sourcewell Good Financial Standing.pdf - Monday November 27, 2023 10:41:56
- [Marketing Plan/Samples](#) - Sourcewell Marketing Materials.pdf - Monday November 27, 2023 18:53:30
- WMBE/MBE/SBE or Related Certificates (optional)
- [Warranty Information](#) - INRIX-Standard-License-Terms-and-Conditions-v.8-General 2023.0807.pdf - Wednesday November 29, 2023 20:19:05
- [Standard Transaction Document Samples](#) - INRIX ORDER FORM (General) v.10 2023.0807.docx - Wednesday November 29, 2023 20:19:21
- [Requested Exceptions](#) - RFP_120423_Curb_Management_Technologies_Contract_Template_INRIX Edits.docx - Friday December 01, 2023 20:03:15
- [Upload Additional Document](#) - INRIX Proposal - Sourcewell Curb Management Technologies with Related Services.pdf - Friday December 01, 2023 22:22:56

Addenda, Terms and Conditions

PROPOSER AFFIDAVIT AND ASSURANCE OF COMPLIANCE

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

1. The Proposer is submitting this Proposal under its full and complete legal name, and the Proposer legally exists in good standing in the jurisdiction of its residence.
2. The Proposer warrants that the information provided in this Proposal is true, correct, and reliable for purposes of evaluation for contract award.
3. The Proposer, including any person assisting with the creation of this Proposal, has arrived at this Proposal independently and the Proposal has been created without colluding with any other person, company, or parties that have or will submit a proposal under this solicitation; and the Proposal has in all respects been created fairly without any fraud or dishonesty. The Proposer has not directly or indirectly entered into any agreement or arrangement with any person or business in an effort to influence any part of this solicitation or operations of a resulting contract; and the Proposer has not taken any action in restraint of free trade or competitiveness in connection with this solicitation. Additionally, if Proposer has worked with a consultant on the Proposal, the consultant (an individual or a company) has not assisted any other entity that has submitted or will submit a proposal for this solicitation.
4. To the best of its knowledge and belief, and except as otherwise disclosed in the Proposal, there are no relevant facts or circumstances which could give rise to an organizational conflict of interest. An organizational conflict of interest exists when a vendor has an unfair competitive advantage or the vendor's objectivity in performing the contract is, or might be, impaired.
5. The contents of the Proposal have not been communicated by the Proposer or its employees or agents to any person not an employee or legally authorized agent of the Proposer and will not be communicated to any such persons prior to Due Date of this solicitation.
6. If awarded a contract, the Proposer will provide to Sourcewell Participating Entities the equipment, products, and services in accordance with the terms, conditions, and scope of a resulting contract.
7. The Proposer possesses, or will possess before delivering any equipment, products, or services, all applicable licenses or certifications necessary to deliver such equipment, products, or services under any resulting contract.
8. The Proposer agrees to deliver equipment, products, and services through valid contracts, purchase orders, or means that are acceptable to Sourcewell Members. Unless otherwise agreed to, the Proposer must provide only new and first-quality products and related services to Sourcewell Members under an awarded Contract.
9. The Proposer will comply with all applicable provisions of federal, state, and local laws, regulations, rules, and orders.
10. The Proposer understands that Sourcewell will reject RFP proposals that are marked "confidential" (or "nonpublic," etc.), either substantially or in their entirety. Under Minnesota Statutes Section 13.591, subdivision 4, all proposals are considered nonpublic data until the evaluation is complete and a Contract is awarded. At that point, proposals become public data. Minnesota Statutes Section 13.37 permits only certain narrowly defined data to be considered a "trade secret," and thus nonpublic data under Minnesota's Data Practices Act.
11. Proposer its employees, agents, and subcontractors are not:
 1. Included on the "Specially Designated Nationals and Blocked Persons" list maintained by the Office of Foreign Assets Control of the United States Department of the Treasury found at: <https://www.treasury.gov/ofac/downloads/sdnlist.pdf>;
 2. Included on the government-wide exclusions lists in the United States System for Award Management found at: <https://sam.gov/SAM/>; or
 3. Presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from programs operated

by the State of Minnesota; the United States federal government or the Canadian government, as applicable; or any Participating Entity. Vendor certifies and warrants that neither it nor its principals have been convicted of a criminal offense related to the subject matter of this solicitation.

By checking this box I acknowledge that I am bound by the terms of the Proposer's Affidavit, have the legal authority to submit this Proposal on behalf of the Proposer, and that this electronic acknowledgment has the same legal effect, validity, and enforceability as if I had hand signed the Proposal. This signature will not be denied such legal effect, validity, or enforceability solely because an electronic signature or electronic record was used in its formation. - Ahmed Darrat, General Manager, Public Sector, INRIX, Inc

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

Yes No

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

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

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



RFP #120423
REQUEST FOR PROPOSALS
for
Curb Management Technologies with Related Services

Proposal Due Date: December 4, 2023, 4:30 p.m., Central Time

Sourcewell, a State of Minnesota local government unit and service cooperative, is requesting proposals for Curb Management Technologies with Related Services to result in a contracting solution for use by its Participating Entities. Sourcewell Participating Entities include thousands of governmental, higher education, K-12 education, nonprofit, tribal government, and other public agencies located in the United States and Canada. A full copy of the Request for Proposals can be found on the Sourcewell Procurement Portal [<https://proportal.sourcewell-mn.gov>]. Only proposals submitted through the Sourcewell Procurement Portal will be considered. Proposals are due no later than December 4, 2023, at 4:30 p.m. Central Time, and late proposals will not be considered.

SOLICITATION SCHEDULE

| | |
|---------------------------------|---|
| Public Notice of RFP Published: | October 19, 2023 |
| Pre-proposal Conference: | November 9, 2023, 10:00 a.m., Central Time |
| Question Submission Deadline: | November 21, 2023, 4:30 p.m., Central Time |
| Proposal Due Date: | December 4, 2023, 4:30 p.m., Central Time Late responses will not be considered. |
| Opening: | December 4, 2023, 4:30 p.m., Central Time See RFP Section V.G. "Opening" |

I. ABOUT SOURCEWELL

A. SOURCEWELL

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 facilitates a competitive public solicitation and contract award process for the benefit of its 50,000+ participating entities across the United States and Canada. Sourcewell's solicitation process complies with State of Minnesota law and policies, conforms to Canadian trade agreements (including Canadian Free Trade Agreement, Ontario-Quebec Trade and Cooperation Agreement, and Canada-European Union Comprehensive Economic and Trade Agreement, as applicable), and results in cooperative purchasing solutions from which Sourcewell's Participating Entities procure equipment, products, and services.

Cooperative purchasing provides participating entities and suppliers increased administrative efficiencies and the power of combined purchasing volume that result in overall cost savings. At times, Sourcewell also partners with other purchasing cooperatives to combine the purchasing volume of their membership into a single solicitation and contract expanding the reach of contracted suppliers' potential pool of end users.

Sourcewell uses a website-based platform, the Sourcewell Procurement Portal, through which all proposals to this RFP must be submitted.

B. USE OF RESULTING CONTRACTS

In the United States, Sourcewell's contracts are available for use by:

- Federal and state government entities;
- Cities, towns, and counties/parishes;
- Education service cooperatives;
- K-12 and higher education entities;
- Tribal government entities;
- Some nonprofit entities; and
- Other public entities.

In Canada, Sourcewell's contracts are available for use by:

- Provincial and territorial government departments, ministries, agencies, boards, councils, committees, commissions, and similar agencies;
- Indigenous self-governing bodies;
- Regional, local, district, and other forms of municipal government, municipal organizations, school boards, and publicly funded academic, health, and social service entities referred to as MASH sector (this should be construed to include but not be limited to the Cities of Calgary, Edmonton, Toronto, Ottawa, and Winnipeg), as well as any corporation or entity owned or controlled by one or more of the preceding entities;

- Crown corporations, government enterprises, and other entities that are owned or controlled by these entities through ownership interest; and
- Members of the Canoe procurement group of Canada, and their partner associations: Canoe members are regional, local, district or other forms of municipal government, school boards, publicly-funded academic, health and social service entities in Alberta and across Canada, as well as any corporation or entity owned or controlled by one or more of the preceding entities – as well as partner associations, including Saskatchewan Association of Rural Municipalities, Association of Manitoba Municipalities, Local Authorities Services/Association of Municipalities Ontario, Nova Scotia Federation of Municipalities, Federation of Prince Edward Island Municipalities, Municipalities Newfoundland Labrador, Union of New Brunswick Municipalities, North West Territories Association of Communities, CivicInfo BC, and their members.

For a listing of current United States and Canadian Participating Entities visit Sourcewell’s website (note: there is a tab for each country): <https://www.sourcewell-mn.gov/sourcewell-for-vendors/agency-locator>.

Participating Entities typically access contracted equipment, products, or services through a purchase order issued directly to the contracted supplier. A Participating Entity may request additional terms or conditions related to a purchase. Use of Sourcewell contracts is voluntary and Participating Entities retain the right to obtain similar equipment, products, or services from other sources.

To meet Participating Entities’ needs, Sourcewell broadly publishes public notice of all solicitation opportunities, including this RFP. In addition, where applicable, other purchasing cooperatives and procurement officials receive notice and are encouraged to re-post the solicitation opportunity.

Proof of publication will be available at the conclusion of the solicitation process.

II. SOLICITATION DETAILS

A. SOLUTIONS-BASED SOLICITATION

This RFP and contract award process is a solutions-based solicitation; meaning that Sourcewell is seeking equipment, products, or services that meet the general requirements of the scope of this RFP and that are commonly desired or are required by law or industry standards.

B. REQUESTED EQUIPMENT, PRODUCTS, OR SERVICES

It is expected that proposers will offer a wide array of equipment, products, or services at lower prices and with better value than what they would ordinarily offer to a single government entity, a school district, or a regional cooperative.

1. Sourcewell is seeking proposals for Curb Management Technologies with Related Services to provide participating entities with products and/or services focused on advanced smart city or community technologies and systems to improve transportation efficiency, including, but not limited to:

- a. Digitization of inventory and regulations, including creation of sector or citywide digital curb;
- b. Sensors and cameras, including installation services;
- c. 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;
- d. 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;
- e. Digitized permit systems, including dynamic pricing;
- f. V2I technology with scalability; and,
- g. Intelligent transportation systems, such as transit signal priority, transportation system controllers, and digital signage.

Proposers may include related equipment, accessories, and services to the extent that these solutions are ancillary or complementary to the equipment, products, or services being proposed.

2. This solicitation does not include those equipment, products, or services covered under categories included in pending or planned Sourcewell solicitations, or in contracts currently maintained by Sourcewell, identified below:

- a. Fleet Management Technologies with Related Software Solutions (RFP #020221); and,
- b. Parking Management Systems with Related Equipment, Supplies, and Services (RFP #080321) with the exception of solutions ancillary or complementary to RFP Subsection II. B. 1. a - g. above.

Generally, the solutions for Participating Entities are turn-key solutions, providing a combination of equipment, products and services, delivery, and installation to a properly operating status. However, equipment-only or products-only solutions may be appropriate for situations where Participating Entities possess the ability, either in-house or through local third-party contractors, to properly install and bring to operation the equipment or products being proposed.

Sourcewell prefers suppliers that provide a sole source of responsibility for the equipment, products, and services provided under a resulting contract. If proposer is including the equipment, products, and services of its subsidiary entities, the proposer must also identify all included subsidiaries in its proposal. If proposer requires the use of distributors, dealers, resellers, or subcontractors to provide the equipment, products, or services, the proposal must address how the equipment, products or services will be provided to Participating Entities, and describe the network of distributors, dealers, resellers, and/or subcontractors that will be available to serve Participating Entities under a resulting contract.

Sourcewell encourages suppliers to offer the broadest possible selection of equipment, products, and services being proposed over the largest possible geographic area and to the largest possible cross-section of Sourcewell current and future Participating Entities.

C. REQUIREMENTS

It is expected that proposers have knowledge of all applicable industry standards, laws, and regulations and possess an ability to market and distribute the equipment, products, or services to Participating Entities.

1. Safety Requirements. All items proposed must comply with current applicable safety or regulatory standards or codes.
2. Deviation from Industry Standard. Deviations from industry standards must be identified with an explanation of how the equipment, products, and services will provide equivalent function, coverage, performance, and/or related services.
3. New Equipment and Products. Proposed equipment and products must be for new, current model; however, proposer may offer certain close-out equipment or products if it is specifically noted in the Pricing proposal.
4. Delivered and operational. Unless clearly noted in the proposal, equipment and products must be delivered to the Participating Entity as operational.
5. Warranty. All equipment, products, supplies, and services must be covered by a warranty that is the industry standard or better.

D. PROSPECTIVE CONTRACT TERM

The term of any resulting contract(s) awarded by Sourcewell under this solicitation will be four years. Sourcewell and supplier may agree to up to three additional one-year extensions based on the best interests of Sourcewell and its Participating Entities. Sourcewell retains the right to consider additional extensions beyond seven years as required under exceptional circumstances.

E. ESTIMATED CONTRACT VALUE AND USAGE

Based on past volume of similar contracts, the estimated annual value of all transactions from contracts resulting from this RFP are anticipated to be USD \$25 Million; therefore, proposers

are expected to propose volume pricing. Sourcewell anticipates considerable activity under the contract(s) awarded from this RFP; however, sales and sales volume from any resulting contract are not guaranteed.

F. MARKETING PLAN

Proposer's sales force will be the primary source of communication with Participating Entities. The proposer's Marketing Plan should demonstrate proposer's ability to deploy a sales force or dealer network to Participating Entities, as well as proposer's sales and service capabilities. It is expected that proposer will promote and market any contract award.

G. ADDITIONAL CONSIDERATIONS

1. Contracts will be awarded to proposers able to best meet the need of Participating Entities. Proposers should submit their complete line of equipment, products, or services that are applicable to the scope of this RFP.
2. A proposer may submit only one proposal. If related, affiliated, or subsidiary entities elect to submit separate proposals, rather than a single parent-entity proposal, each such proposal must be prepared independently and without cooperation, collaboration, or collusion.
3. If a proposer works with a consultant on its proposal, the consultant (an individual or company) may not assist any other entity with a proposal for this solicitation.
4. Proposers should include all relevant information in its proposal, since Sourcewell cannot consider information that is not included in the proposal. Sourcewell reserves the right to verify proposer's information and may request clarification from a proposer, including samples of the proposed equipment or products.
5. Depending upon the responses received in a given category, Sourcewell may need to organize responses into subcategories in order to provide the broadest coverage of the requested equipment, products, or services to Participating Entities. Awards may be based on a subcategory.
6. A proposer's documented negative past performance with Sourcewell or its Participating Entities occurring under a previously awarded Sourcewell contract may be considered in the evaluation of a proposal.

III. PRICING

A. REQUIREMENTS

All proposed pricing must be:

1. Either Line-Item Pricing or Percentage Discount from Catalog Pricing, or a combination of these:
 - a. **Line-item Pricing** is pricing based on each individual product or services. Each line must indicate the proposer's published "List Price," as well as the "Contract Price."

- b. **Percentage Discount from Catalog or Category** is based on a percentage discount from a catalog or list price, defined as a published Manufacturer's Suggested Retail Price (MSRP) for the products or services. Individualized percentage discounts can be applied to any number of defined product groupings. Proposers will be responsible for providing and maintaining current published MSRP with Sourcewell, and this pricing must be included in its proposal and provided throughout the term of any contract resulting from this RFP.
2. The proposer's not to exceed price. A not to exceed price is the highest price for which equipment, products, or services may be billed to a Participating Entity. However, it is permissible for suppliers to sell at a price that is lower than the contracted price.
3. Stated in U.S. and Canadian dollars (as applicable).
4. Clearly understandable, complete, and fully describe the total cost of acquisition (e.g., the cost of the proposed equipment, products, and services delivered and operational for its intended purpose in the Participating Entity's location).

Proposers should clearly identify any costs that are NOT included in the proposed product or service pricing. This may include items such as installation, set up, mandatory training, or initial inspection. Include identification of any parties that impose such costs and their relationship to the proposer. Additionally, proposers should clearly describe any unique distribution and/or delivery methods or options offered in the proposal.

B. ADMINISTRATIVE FEES

Proposers awarded a contract are expected to pay to Sourcewell an administrative fee in exchange for Sourcewell facilitating the resulting contracts. The administrative fee is normally calculated as a percentage of the total sales to Participating Entities for all contracted equipment, products, or services made during a calendar quarter, and is typically one percent (1%) to two percent (2%). In some categories, a flat fee may be an acceptable alternative.

IV. CONTRACT

Proposers awarded a contract will be required to execute a contract with Sourcewell (see attached template). Only those modifications the proposer indicates in its proposal will be available for discussion. Much of the language in the Contract reflects Minnesota legal requirements and cannot be altered. Numerous and/or onerous exceptions that contradict Minnesota law may result in the proposal being disqualified from further review and evaluation.

To request a modification to the template Contract, a proposer must submit the Exceptions to Terms, Conditions, or Specifications table with its proposal. Only those exceptions noted at the time of the proposal submission will be considered.

Exceptions must:

1. Clearly identify the affected article and section.

2. Clearly note the requested modification; and as applicable, provide requested alternative language.

Unclear requests will be automatically denied.

Only those exceptions that have been accepted by Sourcewell will be included in the contract document provided to the awarded supplier for signature.

If a proposer receives a contract award resulting from this solicitation it will have up to 30 days to sign and return the contract. After that time, at Sourcewell's sole discretion, the contract award may be revoked.

V. RFP PROCESS

A. PRE-PROPOSAL CONFERENCE

Sourcewell will hold an optional, non-mandatory pre-proposal conference via webcast on the date and time noted in the Solicitation Schedule for this RFP and on the Sourcewell Procurement Portal. The purpose of this conference is to allow potential proposers to ask questions regarding this RFP and Sourcewell's competitive contracting process. Information about the webcast will be sent to all entities that have registered for this solicitation opportunity through their Sourcewell Procurement Portal Vendor Account. Pre-proposal conference attendance is optional.

B. QUESTIONS REGARDING THIS RFP AND ORAL COMMUNICATION

All questions regarding this RFP must be submitted through the Sourcewell Procurement Portal. The deadline for submission of questions is found in the Solicitation Schedule and on the Sourcewell Procurement Portal. Answers to questions will be issued through an addendum to this RFP. Repetitive questions will be summarized into a single answer and identifying information will be removed from the submitted questions.

All questions, whether specific to a proposer or generally related to the RFP, must be submitted using this process. Do not contact individual Sourcewell staff to ask questions or request information as this may disqualify the proposer from responding to this RFP. Sourcewell will not respond to questions submitted after the deadline.

C. ADDENDA

Sourcewell may modify this RFP at any time prior to the proposal due date by issuing an addendum. Addenda issued by Sourcewell become a part of the RFP and will be delivered to potential proposers through the Sourcewell Procurement Portal. Sourcewell accepts no liability in connection with the delivery of any addenda.

Before a proposal will be accepted through the Sourcewell Procurement Portal, all addenda, if any, must be acknowledged by the proposer by checking the box for each addendum. It is the responsibility of the proposer to check for any addenda that may have been issued up to the solicitation due date and time.

If an addendum is issued after a proposer submitted its proposal, the Sourcewell Procurement Portal will WITHDRAW the submission and change the proposer's proposal status to INCOMPLETE. The proposer can view this status change in the "MY BIDS" section of the Sourcewell Procurement Portal Vendor Account. The proposer is solely responsible to check the "MY BIDS" section of the Sourcewell Procurement Portal Vendor Account periodically after submitting its proposal (and up to the Proposal Due Date). If the proposer's proposal status has changed to INCOMPLETE, the proposer is solely responsible to:

- i) make any required adjustments to its proposal;
- ii) acknowledge the addenda; and
- iii) ensure the re-submitted proposal is received through the Sourcewell Procurement Portal no later than the Proposal Due Date and time shown in the Solicitation Schedule above.

D. PROPOSAL SUBMISSION

Proposer's complete proposal must be submitted through the Sourcewell Procurement Portal no later than the date and time specified in the Solicitation Schedule. Any other form of proposal submission, whether electronic, paper, or otherwise, will not be considered by Sourcewell. **Late proposals will not be considered.** It is the proposer's sole responsibility to ensure that the proposal is received on time.

It is recommended that proposers allow sufficient time to upload the proposal and to resolve any issues that may arise. The time and date that a proposal is received by Sourcewell is solely determined by the Sourcewell Procurement Portal web clock.

In the event of problems with the Sourcewell Procurement Portal, follow the instructions for technical support posted in the portal. It may take up to 24 hours to respond to certain issues.

Upon successful submission of a proposal, the Sourcewell Procurement Portal will automatically generate a confirmation email to the proposer. If the proposer does not receive a confirmation email, contact Sourcewell's support provider at support@bidsandtenders.ca.

To ensure receipt of the latest information and updates via email regarding this solicitation, or if the proposer has obtained this solicitation document from a third party, the onus is on the proposer to create a Sourcewell Procurement Portal Vendor Account and register for this solicitation opportunity.

Within the Sourcewell Procurement Portal, all proposals must be digitally acknowledged by an authorized representative of the proposer attesting that the information contained in the proposal is true and accurate. By submitting a proposal, proposer warrants that the information

provided is true, correct, and reliable for purposes of evaluation for potential contract award. The submission of inaccurate, misleading, or false information is grounds for disqualification from a contract award and may subject the proposer to remedies available by law.

E. GENERAL PROPOSAL REQUIREMENTS

Proposals must be:

- In substantial compliance with the requirements of this RFP or it will be considered nonresponsive and be rejected.
- Complete. A proposal will be rejected if it is conditional or incomplete.
- Submitted in English.
- Valid and irrevocable for 90 days following the Proposal Due Date.

Any and all costs incurred in responding to this RFP will be borne by the proposer.

F. PROPOSAL WITHDRAWAL

Prior to the proposal deadline, a proposer may withdraw its proposal.

G. OPENING

The Opening of proposals will be conducted in the Sourcewell Procurement Portal immediately following the proposal due date and time. To view the list of proposers resulting from the opening, verify that the Sourcewell Procurement Portal opportunities list search is set to “All” or “Closed.”

Members of the public may attend the Opening at Sourcewell’s office located at 202 12th Street NE, Staples, MN to hear the results.

VI. EVALUATION AND AWARD

A. EVALUATION

It is the intent of Sourcewell to award one or more contracts to responsive and responsible proposers offering the best overall quality, selection of equipment, products, and services, and price that meet the commonly requested specifications of Sourcewell and its Participating Entities. The award(s) will be limited to the number of proposers that Sourcewell determines is necessary to meet the needs of its Participating Entities.

Factors to be considered in determining the number of contracts to be awarded in any category may include the following:

- Total evaluation scores (giving consideration to natural breaks in the scoring of responsive proposals);

- The number and geographic location of highest-scoring proposers that offer:
 - A comprehensive selection of the requested equipment, products, or services;
 - A sales and service network ensuring availability and coverage for Participating Entities’ use; and
 - Other attributes of the proposer or contents of its proposal that assist Participating Entities in achieving environmental and social requirements, and goals.

Information submitted as part of a proposal should be as specific as possible when responding to the RFP. Do not assume Sourcewell has any knowledge about a specific supplier or product.

B. AWARD(S)

Award(s) will be made to the highest-scoring proposer(s) whose proposal conforms to all conditions and requirements of the RFP, and consistent with the award criteria defined in this RFP.

Sourcewell may request written clarification of a proposal at any time during the evaluation process.

Proposal evaluation will be based on the following scoring criteria and the Sourcewell Evaluator Scoring Guide (a copy is available in the Sourcewell Procurement Portal):

| | |
|---|-------------|
| Conformance to RFP Requirements | 50 |
| Financial Viability and Marketplace Success | 75 |
| Ability to Sell and Deliver Service | 100 |
| Marketing Plan | 50 |
| Value Added Attributes | 75 |
| Warranty and Performance Standards or Guarantees | 50 |
| Depth and Breadth of Offered Equipment, Products, or Services | 200 |
| Pricing | 400 |
| TOTAL POINTS | 1000 |

C. PROTESTS OF AWARDS

Any protest made under this RFP by a proposer must be in writing, addressed to Sourcewell’s Executive Director, and delivered to the Sourcewell office located at 202 12th Street NE, P.O. Box 219, Staples, MN 56479. All documents that comprise the complete protest package must be received, and time stamped at the Sourcewell office by 4:30 p.m., Central Time, no later than 10 calendar days following Sourcewell’s notice of contract award(s) or non-award. A protest must allege a procedural, technical, or legal defect, with supporting documentation. A protest that merely requests a re-evaluation of a proposal’s content will not be entertained

A protest must include the following items:

- The name, address, and telephone number of the protester;

- Identification of the solicitation by RFP number;
- A precise statement of the relevant facts;
- Identification of the alleged procedural, technical, or legal defect;
- Analysis of the basis for the protest;
- Any additional supporting documentation;
- The original signature of the protester or its representative; and
- Protest bond in the amount of \$20,000 (except where prohibited by law or treaty).

Protests that do not address these elements will not be reviewed.

D. RIGHTS RESERVED

This RFP does not commit Sourcewell to award any contract, and a proposal may be rejected if it is nonresponsive, conditional, incomplete, conflicting, or misleading. Proposals that contain false statements or do not support an attribute or condition stated by the proposer may be rejected.

Sourcewell reserves the right to:

- Modify or cancel this RFP at any time;
- Reject any and all proposals received;
- Reject proposals that do not comply with the provisions of this RFP;
- Select, for contracts or for discussion, a proposal other than that with the lowest cost;
- Independently verify any information provided in a proposal;
- Disqualify any proposer that does not meet the requirements of this RFP, is debarred or suspended by the United States or Canada, State of Minnesota, Participating Entity's state or province; has an officer, or other key personnel, who have been charged with a serious crime; or is bankrupt, insolvent, or where bankruptcy or insolvency are a reasonable prospect;
- Waive or modify any informalities, irregularities, or inconsistencies in the proposals received;
- Clarify any part of a proposal and discuss any aspect of the proposal with any proposer; and negotiate with more than one proposer;
- Award a contract if only one responsive proposal is received if it is in the best interest of Participating Entities; and
- Award a contract to one or more proposers if it is in the best interest of Participating Entities.

E. DISPOSITION OF PROPOSALS

All materials submitted in response to this RFP will become property of Sourcewell and will become public record in accordance with Minnesota Statutes Section 13.591, after negotiations are complete. Sourcewell considers that negotiations are complete upon execution of a resulting contract. It is the proposer's responsibility to clearly identify any data submitted that

it considers to be protected. Proposer must also include a justification for the classification citing the applicable Minnesota law. Sourcewell may reject proposals that are marked confidential or nonpublic, either substantially or in their entirety.

Sourcewell will not consider the prices submitted by the proposer to be confidential, proprietary, or trade secret materials. Financial information, including financial statements, provided by a proposer is not considered trade secret under the statutory definition.



10/20/2023

Addendum No. 1

Solicitation Number: RFP 120423

Solicitation Name: Curb Management Technologies with Related Services

Consider the following Questions and Answers to be part of the above-titled solicitation documents. The remainder of the documents remain unchanged.

Question 1:

Are there any current technologies in place or available on this contract already?

Answer 1:

Sourcewell has not specifically solicited for Curb Management Technologies with Related Services in the past.

Question 2:

Can you provide the scope of curb management needed? Would this include self-parking street parking, surface lots and potentially member garages?

Answer 2:

Sourcewell utilizes a competitive, solutions-based solicitation approach that is not based on detailed specifications or finite quantities. A proposer can propose its entire line of equipment, products, and services falling within the requested equipment, products, and services as described in RFP Section II. B. 1.

Question 3:

Is this RFP seeking to source one (or more?) vendors to vet and have on contract for members to easily access the requested solutions?

Answer 3:

Refer to RFP Section VI. A. – Evaluation, “It is the intent of Sourcewell to award one or more contracts to responsive and responsible proposers offering the best overall

quality, selection of equipment, products, and services, and price that meet the commonly requested specifications of Sourcewell and its Participating Entities. The award(s) will be limited to the number of proposers that Sourcewell determines is necessary to meet the needs of its Participating Entities.”

Question 4:

Following the release of the Curb Management Technology and Related Services RFP, can you confirm if you have any plans to issue a mobile payment only RFP?

Answer 4:

Sourcewell’s planned procurements are available for review on the Sourcewell Procurement Portal homepage (<https://proportal.sourcewell-mn.gov>). In the dropdown filter select the “Planned” option to view Sourcewell’s current planned procurements.

End of Addendum

Acknowledgement of this Addendum to RFP 120423 posted to the Sourcewell Procurement Portal on 10/20/2023, is required at the time of proposal submittal.



10/27/2023

Addendum No. 2

Solicitation Number: RFP 120423

Solicitation Name: Curb Management Technologies with Related Services

Consider the following Question and Answer to be part of the above-titled solicitation documents. The remainder of the documents remain unchanged.

Question 1:

Can you clarify if only cities in the State of Minnesota would be able to buy off of this contract or if all Sourcewell member cities in the US and Canada can?

Answer 1:

Refer to RFP Section I. A. – Sourcewell, “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 facilitates a competitive public solicitation and contract award process for the benefit of its 50,000+ participating entities across the United States and Canada.”

For a more detailed list of the types of entities eligible to utilize Sourcewell contracts, refer to RFP Section I. B. – Use of Resulting Contracts.

End of Addendum

Acknowledgement of this Addendum to RFP 120423 posted to the Sourcewell Procurement Portal on 10/27/2023, is required at the time of proposal submittal.



10/30/2023

Addendum No. 3

Solicitation Number: RFP 120423

Solicitation Name: Curb Management Technologies with Related Services

Consider the following Questions and Answers to be part of the above-titled solicitation documents. The remainder of the documents remain unchanged.

Question 1:

RFP Section IV. CONTRACT, states that to request a modification to the template Contract, a proposer must submit the Exceptions to Terms, Conditions, or Specifications table with its proposal. We did not note said Table in the RFP, will Sourcewell be providing an Exceptions to Terms, Conditions, or Specifications table by means of addendum?

Answer 1:

Refer to Table 15 of the proposer questionnaire as part of the submission process. "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."

Question 2:

If willing to do business in Canada, should proponents provide pricing in both USD and CAD, or only USD and then convert pricing to CAD based on the applicable exchange date at the time of order?

Answer 2:

Refer to RFP Section III. A. 3. – "All proposed pricing must be: Stated in U.S. and Canadian dollars (as applicable)." A proposer is not required to cover every geographic region to be considered for award. Each proposer will use its discretion in addressing

the exchange rate fluctuation challenge, as applicable. Without limiting the available alternatives, reference to applicable indexes, rates, or metrics, is allowable in a proposal. Each proposal is evaluated based on the criteria stated in the RFP.

Question 3:

How should proponents plan to address exchange rate fluctuations over the term of the contract?

Answer 3:

See Answer 2 above.

Question 4:

How should proponents plan to address applicable business licenses for each state/city that are interested in engaging?

Answer 4:

In the competitive process, Sourcewell will not advise a proposer on the content of the proposal. It is left to the discretion of each proposer to determine the information necessary to best demonstrate their ability to serve Sourcewell participating entities. Proposers are responsible for attaining any applicable or required business licenses for any locations they intend to offer their solutions. Proposals are evaluated based on the criteria stated in the RFP.

Question 5:

Expanding on Question 2 in Addendum No. 1, please confirm if Sourcewell will consider offerings that some, but not all, of the requested equipment, products, or services identified in Section II. B. 1.?

Answer 5:

A proposer is not required to offer all possible items or services within the scope of the solicitation to be considered for award. However, proposals are evaluated based on the criteria as stated in the RFP.

Question 6:

Regarding Section III. Pricing, considering this offering includes services like digitization of inventory and regulations that will vary based on the scope of subsequent contracts, what is Sourcewell's preference on pricing for service and labor hours? Will Sourcewell consider a price sheet that includes a billing rate schedule based on job classification and perhaps a list of sample project tasks with associated total not to exceed (NTE)

estimates that include specific metrics or limitations, such as identifying a cost per block-face of curb asset digitization?

Answer 6:

It is left to the discretion of each proposer to articulate and propose the pricing approach that aligns with their business methods and satisfies the requirements of RFP Section III - Pricing. Proposals are evaluated based on the criteria stated in the RFP.

End of Addendum

Acknowledgement of this Addendum to RFP 120423 posted to the Sourcewell Procurement Portal on 10/30/2023, is required at the time of proposal submittal.



11/08/2023

Addendum No. 4

Solicitation Number: RFP 120423

Solicitation Name: Curb Management Technologies with Related Services

Consider the following Question and Answer to be part of the above-titled solicitation documents. The remainder of the documents remain unchanged.

Question 1:

Can you clarify whether financial information about the company can be considered confidential and prevented from being shared with other parties?

Answer 1:

Refer to RFP Section VI. E. – Disposition of Proposals, “All materials submitted in response to this RFP will become property of Sourcewell and will become public record in accordance with Minnesota Statutes Section 13.591, after negotiations are complete.” and, “Sourcewell will not consider the prices submitted by the proposer to be confidential, proprietary, or trade secret materials. Financial information, including financial statements, provided by a proposer is not considered trade secret under the statutory definition.”

For further information on Minnesota Government Data Practices refer to Minnesota Statutes Chapter 13.

End of Addendum

Acknowledgement of this Addendum to RFP 120423 posted to the Sourcewell Procurement Portal on 11/08/2023, is required at the time of proposal submittal.



11/10/2023

Addendum No. 5

Solicitation Number: RFP 120423

Solicitation Name: Curb Management Technologies with Related Services

Consider the following Questions and Answers to be part of the above-titled solicitation documents. The remainder of the documents remain unchanged.

Question 1:

The submission process requires that the vendor provide a CAGE code. If this number is not available at the time of submission, what should the vendor provide in its place?

Answer 1:

A CAGE or Unique Entity Identifier (SAM) code is not required to be considered for, or awarded, a Sourcewell contract. Proposals are evaluated based on the criteria as stated in the RFP.

Refer to the General Instructions above Questionnaire Table 1. Respond "N/A" if a question does not apply (preferably with an explanation).

End of Addendum

Acknowledgement of this Addendum to RFP 120423 posted to the Sourcewell Procurement Portal on 11/10/2023, is required at the time of proposal submittal.



11/14/2023

Addendum No. 6

Solicitation Number: RFP 120423

Solicitation Name: Curb Management Technologies with Related Services

Consider the following Questions and Answers to be part of the above-titled solicitation documents. The remainder of the documents remain unchanged.

Question 1:

Regarding question 69: are proposing vendors allowed to include multiple subcontractors for the same sourced service so that Sourcewell participating agencies can choose their preferred provider for these services and still leverage the awarded prime vendor's Sourcewell contract to procure them?

Answer 1:

Refer to RFP Section II. B. – Requested Equipment, Products, or Services – “If Proposer requires the use of dealers, resellers, or subcontractors to provide the products or services, the Proposal should address how the products or services will be provided to Participating Entities and describe the network of dealers, resellers, and/or subcontractors that will be available to serve Participating Entities under a resulting contract.” It is left to the discretion of each proposer to determine the information or documentation necessary to best demonstrate their ability to serve Sourcewell participating entities and satisfy all the requirements included in the questionnaire tables. Proposals are evaluated based on the criteria stated in the RFP.

Question 2:

Can vendors who provide some but not all of the products/services listed in Table 14B submit bids as both a prime and a subcontractor, and be awarded as both? With the intention being to allow Sourcewell participating agencies to have multiple category needs met through a single Sourcewell contract, versus the agency separately needing to contract with multiple vendors who each hold Sourcewell contracts.

And is this advisable?

Answer 2:

Sourcewell only accepts proposals and offers contract awards at the prime vendor level. Refer to Answer 1 above regarding the use of subcontractors in a proposal.

Refer also to RFP Section II. G. 2 – Additional Considerations, “A proposer may submit only one proposal. If related, affiliated, or subsidiary entities elect to submit separate proposals, rather than a single parent-entity proposal, each such proposal must be prepared independently and without cooperation, collaboration, or collusion.”

Proposers must also review and acknowledge the Proposer Affidavit and Assurance of Compliance in Step 3, “Addenda, Terms & Conditions” of the proposal submission process.

Question 3:

Will references from each submission be contacted to verify accuracy of claims made in submissions? And will these call include verifying the specific products/services used by that vendor?

Answer 3:

Refer to RFP Section VI. D. – Rights Reserved, “Sourcewell reserves the right to: Independently verify any information provided in a proposal.”

Question 4:

Would Sourcewell consider adjusting the scoring matrix to lower the weight of pricing on scores? It has been explained that Sourcewell intends to issue a value-focused procurement rather than price focused, but the scoring matrix currently allocates 40% of scoring criteria to price, which is significant.

Answer 4:

Sourcewell does not intend to adjust the evaluation criteria at this time. As part of the proposal submission process in Step 1 – Specifications, proposers have the opportunity to describe the value provided to Sourcewell participating entities in Tables 10-12 as part of the Pricing evaluation.

End of Addendum

Acknowledgement of this Addendum to RFP 120423 posted to the Sourcewell Procurement Portal on 11/14/2023, is required at the time of proposal submittal.



11/20/2023

Addendum No. 7

Solicitation Number: RFP 120423

Solicitation Name: Curb Management Technologies with Related Services

Consider the following Questions and Answers to be part of the above-titled solicitation documents. The remainder of the documents remain unchanged.

Question 1:

Would Sourcewell accept a cover letter to be submitted in the supplemental document upload section?

Answer 1:

In the competitive process, Sourcewell will not advise a proposer on the content of the proposal. It is left to the discretion of each proposer to determine the content and format of the data that best represents their proposal.

Question 2:

Regarding the References/Testimonials section, can Sourcewell define what 'eligible' to be Sourcewell participating entities means?

Answer 2:

Refer to RFP Section I. B. – Use of Resulting Contracts, for a listing of the types of entities eligible to be Sourcewell participating entities.

Question 3:

Can Sourcewell elaborate on what Digital Permits means in this offering?

Answer 3:

Sourcewell utilizes a competitive, solutions-based solicitation approach that is not based on detailed specifications or finite quantities for our cooperative contract awards. A

proposer can propose its entire line of equipment, products, and services falling within the scope of the RFP.

Question 4:

For tab Depth & Breadth (b), section Digitized permit systems, including dynamic pricing, we understand we must provide a yes/no response. Is there another section we can provide additional Permit information as we do not currently see where we can elaborate more. Additionally, when referring to dynamic pricing under this section, is Sourcewell seeking a dynamic pricing solution for digital permits only or for other areas like paid parking?

Answer 4:

Table 14B of the proposal response provides a comments field for each selection. Proposers may also upload additional supporting documentation during Step 2, "Documents" of the proposal submission process.

Question 5:

We're responding and making mention of our partnerships. We aren't calling out extensive specifics around those partnerships and as such, aren't including detailed pricing for those partner offerings. What happens if a city procuring through Sourcewell talks to us and learns there's even more we can offer through that partnership? Are they allowed to go outside of Sourcewell to procure those pieces? Or are they locked to just what's been defined and awarded to us through Sourcewell?

Answer 5:

Sourcewell participating entities are not required to utilize Sourcewell contracts. Refer to RFP Section I. B. – Use of Resulting Contracts, "Use of Sourcewell contracts is voluntary and Participating Entities retain the right to obtain similar equipment, products, or services from other sources."

Question 6:

In regard to the Integration Services mentioned in the RFP, the scope of these integrations is typically unknown. In order to estimate the cost for this effort, would Sourcewell consider the submission of rates for this additional integration work instead of a fixed price amount?

Answer 6:

It is left to the discretion of each proposer to articulate and propose the pricing approach that aligns with their business methods and satisfies the requirements of RFP Section III - Pricing.

Question 7:

Table 5 is asking for our company's confidential business information. Would it be possible to submit Table 5 as a separate attachment to our Response? This will ensure that financial information will be placed on the public portal.

Answer 7:

The entirety of a vendor's proposal must be submitted through the Sourcewell Procurement Portal. Refer to RFP Section VI. E. – Disposition of Proposals, for additional information regarding public data.

Question 8:

Can a Spanish based company participate?

Answer 8:

The Sourcewell RFP is an open and competitive solicitation process. Sourcewell does not restrict a proposer's ability to submit a proposal based on their physical location. It is left to the discretion of each proposer to determine the information or documentation necessary to best demonstrate their ability to serve Sourcewell participating entities.

Question 9:

The pricing for Canada can be submitted in Canadian Dollars?

Answer 9:

Refer to RFP Section III. A. 3., "All proposed pricing must be: Stated in U.S. and Canadian dollars (as applicable)." If a proposer intends to offer its solutions to Sourcewell's Canadian participating entities it must identify its Canadian pricing.

Question 10:

Regarding question 16 of Table 2 in the forms. If we are manufacturers, do we need to specify who are our distributors/resellers? Do we need to provide details about their workforce?

Answer 10:

Refer to RFP Section II. B. – Requested Equipment, Products, or Services, "If proposer requires the use of distributors, dealers, resellers, or subcontractors to provide the equipment, products, or services, the proposal must address how the equipment, products or services will be provided to Participating Entities, and describe the network

of distributors, dealers, resellers, and/or subcontractors that will be available to serve Participating Entities under a resulting contract.”

Question 11:

Regarding question 17 of Table 2 in the forms. Can we include certificates that we are in process of having but do not have yet?

Answer 11:

In the competitive process, Sourcewell will not advise a proposer on the content of the proposal. It is left to the discretion of each proposer to determine the information necessary to best demonstrate their ability to serve Sourcewell participating entities.

Question 12:

Regarding questions 22 and 23 of Table 3 in the forms. Is this only applicable to US based companies?

Answer 12:

In the competitive process, Sourcewell will not advise a proposer on the content of the proposal. It is left to the discretion of each proposer to determine the information necessary to best demonstrate their past marketplace success and their ability to serve Sourcewell participating entities.

Question 13:

Regarding question 24 of Table 4 in the forms. The reference need to be from our distributors or the end-customer? All the references need to be from USA and/or Canada?

Answer 13:

Table 4 requires that references are from customers eligible to be Sourcewell participating entities. Refer to RFP Section I. B. – Use of Resulting Contracts, for a listing of the types of entities eligible to be Sourcewell participating entities.

Question 14:

Regarding question 25 of Table 5 in the forms. Can they be customers from outside USA and Canada?

Answer 14:

In Table 5, Line Item 25 the “State/Province” field only allows the selection of U.S. states or Canadian provinces or territories.

End of Addendum

Acknowledgement of this Addendum to RFP 120423 posted to the Sourcewell Procurement Portal on 11/20/2023, is required at the time of proposal submittal.



11/21/2023

Addendum No. 8

Solicitation Number: RFP 120423

Solicitation Name: Curb Management Technologies with Related Services

Consider the following Questions and Answers to be part of the above-titled solicitation documents. The remainder of the documents remain unchanged.

Question 1:

Because the following is what Sourcewell will evaluate the vendor submission upon, would it be a fair assumption that we should use this scoring guide as the formal response's Table of Contents?

Conformance to RFP Requirements 50

Financial Viability and Marketplace Success 75

Ability to Sell and Deliver Service 100

Marketing Plan 50

Value Added Attributes 75

Warranty and Performance Standards or Guarantees 50

Depth and Breadth of Offered Equipment, Products, or Services 200

Pricing 400

Answer 1:

Proposers must complete all required steps, tables, and line items within the Sourcewell Procurement Portal to submit a proposal. In the competitive process, Sourcewell will not advise a proposer on the content of the proposal. It is left to the discretion of the proposer to provide the information and documentation they deem necessary to best reflect their proposal.

Question 2:

Table 15 is mentioned, but we cannot find the table in the available files.

Answer 2:

Table 15 is the last table of Step 1, “Specifications” in the proposal submission process in the Sourcewell Procurement Portal.

Question 3:

For Table 9B, Line Item 57, can Sourcewell please confirm the difference between Performance Standards and Service Standards?

Answer 3:

Performance standards allow a proposer to describe any minimum or targeted performance standards applicable to their proposed solutions. Service standards allow a proposer to describe any service standards supporting their proposed solutions. Table 9B, Line item 58 provides examples of service standards or guarantees such as policies, metrics, or KPIs.

Question 4:

For Table 5, Line Item 25, can Sourcewell please confirm what is being asked for under the table column heading 'Size of Transactions'?

Answer 4:

Proposers may describe the “Size of Transactions” equating to the “Dollar Volume Past Three Years” in the next column if multiple transactions have been completed. It is left to the discretion of each proposer to determine the type of information provided that they believe best demonstrates their marketplace success.

End of Addendum

Acknowledgement of this Addendum to RFP 120423 posted to the Sourcewell Procurement Portal on 11/21/2023, is required at the time of proposal submittal.



11/22/2023

Addendum No. 9

Solicitation Number: RFP 120423

Solicitation Name: Curb Management Technologies with Related Services

Consider the following Questions and Answers to be part of the above-titled solicitation documents. The remainder of the documents remain unchanged.

Question 1:

Given that the solutions requested in the RFP are complex and non-standard and not directly comparable across vendors, how will the pricing be evaluated? This is important as pricing is 40% of the overall points.

Answer 1:

Refer to Addendum 6, Answer 4.

Question 2:

Attachments describing the solution with figures and photos will greatly explain many of the solutions and components that will be proposed for this RFP. Is there a way to attach these and used in the evaluation process?

Answer 2:

Proposers may upload additional or supporting documents in the Sourcewell Procurement Portal during Step 2, "Documents" of the proposal submission process.

Question 3:

How will Sourcewell ensure highly sensitive and proprietary information submitted by the Proposers be protected since the proposal submitted in response to this RFP is considered public record?

Answer 3:

Refer to Addendum 4, Answer 1.

Question 4:

Is the membership to Sourcewell limited to only entities in the US and Canada?

Answer 4:

Refer to Addendum 2, Answer 1.

Question 5:

Who are the participating entities of Sourcewell and can the Offerors receive a list in order to develop a marketing plan?

Answer 5:

Refer to Addendum 2, Answer 1.

Question 6:

How do new participating entities apply and be accepted to participate in Sourcewell?

Answer 6:

Eligible entities complete an online registration form and are provided a Sourcewell account number.

Question 7:

How will Sourcewell decide on the number of awards since the scope of technologies proposed are likely to be different from proposal to proposal?

Answer 7:

Refer to Addendum 1, Answer 3.

Question 8:

Will Sourcewell award a specific number of products proposed by a proposer while not awarding to other products and services offered from the same proposer?

Answer 8:

Refer to Addendum 1, Answer 2.

Question 9:

How will the line-item prices of services be quantified? Are there any restrictions since services may be offered by different units?

Answer 9:

Refer to Addendum 3, Answer 6.

Question 10:

How should installation and maintenance costs be submitted since the quantities of installation and maintenance are different from the line-item prices?

Answer 10:

Refer to Addendum 3, Answer 6.

Question 11:

Is the not-to-exceed price limited to only products? It is very difficult to anticipate the limits of services offered in this proposal. There are incidents in which a not-to-exceed limit does not apply. Can the Offeror indicate N/A for those products and services where not-to-exceed limits do not apply?

Answer 11:

Refer to Addendum 3, Answer 6.

Question 12:

How will Sourcwell score and compare prices and determine the number of points out of 400 when different proposers will submit prices in different quantities and format?

Answer 12:

Refer to Addendum 6, Answer 4.

End of Addendum

Acknowledgement of this Addendum to RFP 120423 posted to the Sourcwell Procurement Portal on 11/22/2023, is required at the time of proposal submittal.

Certificate Of Completion

Envelope Id: F7358585A9894874B867CAC1A30FCFC0
 Subject: Council Legislation - INRIX
 Source Envelope:
 Document Pages: 80
 Certificate Pages: 16
 AutoNav: Enabled
 Envelopeld Stamping: Enabled
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Status: Sent
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 730 2nd Ave. South 1st Floor
 Nashville, TN 37219
 prg@nashville.gov
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Dennis Rowland
 dennis.rowland@nashville.gov
 Purchasing Agent & Chief Procurement Officer
 Security Level: Email, Account Authentication (None)

Dennis Rowland
 Signature Adoption: Pre-selected Style
 Using IP Address: 170.190.198.185

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Kevin Crumbo/mjw
 MaryJo.Wiggins@nashville.gov
 Security Level: Email, Account Authentication (None)

Kevin Crumbo/mjw
 Signature Adoption: Pre-selected Style
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Electronic Record and Signature Disclosure:

Accepted: 8/5/2024 6:15:16 PM
 ID: f7f4a8e8-63d8-4851-97c2-c95e00adc615

Tessa V. Ortiz-Marsh
 tessa.ortiz-marsh@nashville.gov
 Security Level: Email, Account Authentication (None)

Tessa V. Ortiz-Marsh
 Signature Adoption: Pre-selected Style
 Using IP Address: 170.190.198.144

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| Amber Gardner Amber.Gardner@nashville.gov Security Level: Email, Account Authentication (None) | | |
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| Austin Kyle publicrecords@nashville.gov Security Level: Email, Account Authentication (None) | | |
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| Terri Ray terri.ray@nashville.gov Security Level: Email, Account Authentication (None) | | |
| Electronic Record and Signature Disclosure: Not Offered via DocuSign | | |

| Witness Events | Signature | Timestamp |
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