

Solicitation Number: RFP #120423

CONTRACT

This Contract is between Sourcewell, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 (Sourcewell) and eleven-x Incorporated, 375 Hagey Blvd., Suite 311, Waterloo, ON N2L 6R5 (Supplier).

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

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

1. TERM OF CONTRACT

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

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

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

2. EQUIPMENT, PRODUCTS, OR SERVICES

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

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

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

- B. WARRANTY. Supplier warrants that all Equipment, Products, and Services furnished are free from liens and encumbrances, and are free from defects in design, materials, and workmanship. In addition, Supplier warrants the Equipment, Products, and Services are suitable for and will perform in accordance with the ordinary use for which they are intended. Supplier's dealers and distributors must agree to assist the Participating Entity in reaching a resolution in any dispute over warranty terms with the manufacturer. Any manufacturer's warranty that extends beyond the expiration of the Supplier's warranty will be passed on to the Participating Entity.
- C. DEALERS, DISTRIBUTORS, AND/OR RESELLERS. Upon Contract execution and throughout the Contract term, Supplier must provide to Sourcewell a current means to validate or authenticate Supplier's authorized dealers, distributors, or resellers relative to the Equipment, Products, and Services offered under this Contract, which will be incorporated into this Contract by reference. It is the Supplier's responsibility to ensure Sourcewell receives the most current information.

3. PRICING

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

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

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

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

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

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

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

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

4. PRODUCT AND PRICING CHANGE REQUESTS

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

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

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

5. PARTICIPATION, CONTRACT ACCESS, AND PARTICIPATING ENTITY REQUIREMENTS

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

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

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

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

6. PARTICIPATING ENTITY USE AND PURCHASING

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

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

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

- B. ADDITIONAL TERMS AND CONDITIONS/PARTICIPATING ADDENDUM. Additional terms and conditions to a purchase order, or other required transaction documentation, may be negotiated between a Participating Entity and Supplier, such as job or industry-specific requirements, legal requirements (e.g., affirmative action or immigration status requirements), or specific local policy requirements. Some Participating Entities may require the use of a Participating Addendum, the terms of which will be negotiated directly between the Participating Entity and the Supplier or its authorized dealers, distributors, or resellers, as applicable. To the extent that the same terms and conditions are agreed upon in this Contract, any terms and conditions negotiated between Supplier and Participating Entity must never be less favorable to the Participating Entity than what is contained in this Contract.
- C. SPECIALIZED SERVICE REQUIREMENTS. In the event that the Participating Entity requires service or specialized performance requirements not addressed in this Contract (such as ecommerce specifications, specialized delivery requirements, or other specifications and requirements), the Participating Entity and the Supplier may enter into a separate, standalone agreement, apart from this Contract. Sourcewell, including its agents and employees, will not be made a party to a claim for breach of such agreement.
- D. TERMINATION OF ORDERS. Participating Entities may terminate an order, in whole or in part, immediately upon notice to Supplier in the event of any of the following events:
 - 1. The Participating Entity fails to receive funding or appropriation from its governing body at levels sufficient to pay for the equipment, products, or services to be purchased; or
 - 2. Federal, state, or provincial laws or regulations prohibit the purchase or change the Participating Entity's requirements.
- E. GOVERNING LAW AND VENUE. The governing law and venue for any action related to a Participating Entity's order will be determined by the Participating Entity making the purchase.

7. CUSTOMER SERVICE

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

- Maintenance and management of this Contract;
- Timely response to all Sourcewell and Participating Entity inquiries; and
- Business reviews to Sourcewell and Participating Entities, if applicable.
- B. BUSINESS REVIEWS. Supplier must perform a minimum of one business review with Sourcewell per contract year. The business review will cover sales to Participating Entities, pricing and contract terms, administrative fees, sales data reports, performance issues, supply issues, customer issues, and any other necessary information.

8. REPORT ON CONTRACT SALES ACTIVITY AND ADMINISTRATIVE FEE PAYMENT

A. CONTRACT SALES ACTIVITY REPORT. Each calendar quarter, Supplier must provide a contract sales activity report (Report) to the Sourcewell Supplier Development Administrator assigned to this Contract. Reports are due no later than 45 days after the end of each calendar quarter. A Report must be provided regardless of the number or amount of sales during that quarter (i.e., if there are no sales, Supplier must submit a report indicating no sales were made).

The Report must contain the following fields:

- Participating Entity Name (e.g., City of Staples Highway Department);
- Participating Entity Physical Street Address;
- Participating Entity City;
- Participating Entity State/Province;
- Participating Entity Zip/Postal Code;
- Participating Entity Contact Name;
- Participating Entity Contact Email Address;
- Participating Entity Contact Telephone Number;
- Sourcewell Assigned Entity/Participating Entity Number;
- Item Purchased Description;
- Item Purchased Price;
- Sourcewell Administrative Fee Applied; and
- Date Purchase was invoiced/sale was recognized as revenue by Supplier.

B. ADMINISTRATIVE FEE. In consideration for the support and services provided by Sourcewell, the Supplier will pay an administrative fee to Sourcewell on all Equipment, Products, and Services provided to Participating Entities. The Administrative Fee must be included in, and not added to, the pricing. Supplier may not charge Participating Entities more than the contracted price to offset the Administrative Fee.

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

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

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

9. AUTHORIZED REPRESENTATIVE

Sourcewell's Authorized Representative is its Chief Procurement Officer.

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

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

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

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

- C. AMENDMENTS. Any amendment to this Contract must be in writing and will not be effective until it has been duly executed by the parties.
- D. WAIVER. Failure by either party to take action or assert any right under this Contract will not be deemed a waiver of such right in the event of the continuation or repetition of the circumstances giving rise to such right. Any such waiver must be in writing and signed by the parties.
- E. CONTRACT COMPLETE. This Contract represents the complete agreement between the parties. No other understanding regarding this Contract, whether written or oral, may be used to bind either party. For any conflict between the attached Proposal and the terms set out in Articles 1-22 of this Contract, the terms of Articles 1-22 will govern.
- F. RELATIONSHIP OF THE PARTIES. The relationship of the parties is one of independent contractors, each free to exercise judgment and discretion with regard to the conduct of their respective businesses. This Contract does not create a partnership, joint venture, or any other relationship such as master-servant, or principal-agent.

11. INDEMNITY AND HOLD HARMLESS

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

In no event, shall Sourcewell, the Supplier and/or the applicable Participating Entity be liable for any indirect, special, consequential, incidental, or punitive damages, including but not limited to loss of profit or revenues.

12. GOVERNMENT DATA PRACTICES

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

13. INTELLECTUAL PROPERTY, PUBLICITY, MARKETING, AND ENDORSEMENT

A. INTELLECTUAL PROPERTY

- 1. *Grant of License.* During the term of this Contract:
 - a. Sourcewell grants to Supplier a royalty-free, worldwide, non-exclusive right and license to use the trademark(s) provided to Supplier by Sourcewell in advertising and promotional materials for the purpose of marketing Sourcewell's relationship with Supplier.
 - b. Supplier grants to Sourcewell a royalty-free, worldwide, non-exclusive right and license to use Supplier's trademarks in advertising and promotional materials for the purpose of marketing Supplier's relationship with Sourcewell.
- 2. Limited Right of Sublicense. The right and license granted herein includes a limited right of each party to grant sublicenses to their respective subsidiaries, distributors, dealers, resellers, marketing representatives, and agents (collectively "Permitted Sublicensees") in advertising and promotional materials for the purpose of marketing the Parties' relationship to Participating Entities. Any sublicense granted will be subject to the terms and conditions of this Article. Each party will be responsible for any breach of this Article by any of their respective sublicensees.
- 3. Use; Quality Control.
 - a. Neither party may alter the other party's trademarks from the form provided and must comply with removal requests as to specific uses of its trademarks or logos.
 - b. Each party agrees to use, and to cause its Permitted Sublicensees to use, the other party's trademarks only in good faith and in a dignified manner consistent with such party's use of the trademarks. Upon written notice to the breaching party, the breaching party has 30 days of the date of the written notice to cure the breach or the license will be terminated.
- 4. *Termination*. Upon the termination of this Contract for any reason, each party, including Permitted Sublicensees, will have 30 days to remove all Trademarks from signage, websites, and the like bearing the other party's name or logo (excepting Sourcewell's pre-printed catalog of suppliers which may be used until the next printing). Supplier must return all marketing and promotional materials, including signage, provided by Sourcewell, or dispose of it according to Sourcewell's written directions.
- B. PUBLICITY. Any publicity regarding the subject matter of this Contract must not be released without prior written approval from the Authorized Representatives. Publicity includes notices, informational pamphlets, press releases, research, reports, signs, and similar public notices prepared by or for the Supplier individually or jointly with others, or any subcontractors, with respect to the program, publications, or services provided resulting from this Contract.
- C. MARKETING. Any direct advertising, marketing, or offers with Participating Entities must be approved by Sourcewell. Send all approval requests to the Sourcewell Supplier Development Administrator assigned to this Contract.

- D. ENDORSEMENT. The Supplier must not claim that Sourcewell endorses its Equipment, Products, or Services.
- E. SUPPLIER TECHNOLOGY: Supplier reserves ownership of its proprietary technology, including improvements, modifications and enhancements developed during any order with a Participating Entity.

14. GOVERNING LAW, JURISDICTION, AND VENUE

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

15. FORCE MAJEURE

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

16. SEVERABILITY

If any provision of this Contract is found by a court of competent jurisdiction to be illegal, unenforceable, or void then both parties will be relieved from all obligations arising from that provision. If the remainder of this Contract is capable of being performed, it will not be affected by such determination or finding and must be fully performed.

17. PERFORMANCE, DEFAULT, AND REMEDIES

- A. PERFORMANCE. During the term of this Contract, the parties will monitor performance and address unresolved contract issues as follows:
 - 1. *Notification.* The parties must promptly notify each other of any known dispute and work in good faith to resolve such dispute within a reasonable period of time. If necessary, Sourcewell and the Supplier will jointly develop a short briefing document that describes the issue(s), relevant impact, and positions of both parties.
 - 2. *Escalation*. If parties are unable to resolve the issue in a timely manner, as specified above, either Sourcewell or Supplier may escalate the resolution of the issue to a higher level of management. The Supplier and Sourcewell will have 30 calendar days to cure an outstanding issue.
 - 3. *Performance while Dispute is Pending*. Notwithstanding the existence of a dispute, the Supplier must continue without delay to carry out all of its responsibilities under the Contract that are not affected by the dispute. If the Supplier fails to continue without delay

to perform its responsibilities under the Contract, in the accomplishment of all undisputed work, the Supplier will bear any additional costs incurred by Sourcewell and/or its Participating Entities as a result of such failure to proceed.

- B. DEFAULT AND REMEDIES. Either of the following constitutes cause to declare this Contract, or any Participating Entity order under this Contract, in default:
 - 1. Nonperformance of contractual requirements, or
 - 2. A material breach of any term or condition of this Contract.

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

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

18. INSURANCE

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

1. Workers' Compensation and Employer's Liability.

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

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

Minimum limits:

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

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

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

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

Minimum Limits:

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

3. Commercial Automobile Liability Insurance. During the term of this Contract, Supplier will maintain insurance covering all owned, hired, and non-owned automobiles in limits of liability not less than indicated below. The coverage must be subject to terms no less broad than ISO Business Auto Coverage Form CA 0001 (2010 edition or newer), or equivalent.

Minimum Limits:

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

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

Minimum Limits: \$2.000.000

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

Minimum limits:

\$2,000,000 per occurrence

\$2,000,000 annual aggregate

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

B. CERTIFICATES OF INSURANCE. Prior to commencing under this Contract, Supplier must furnish to Sourcewell a certificate of insurance, as evidence of the insurance required under this Contract. Prior to expiration of the policy(ies), renewal certificates must be mailed to Sourcewell, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 or sent to the Sourcewell Supplier Development Administrator assigned to this Contract. The certificates must be signed by a person authorized by the insurer(s) to bind coverage on their behalf.

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

- C. ADDITIONAL INSURED ENDORSEMENT AND PRIMARY AND NON-CONTRIBUTORY INSURANCE CLAUSE. Supplier agrees to list Sourcewell and its Participating Entities, including their officers, agents, and employees, as an additional insured under the Supplier's commercial general liability insurance policy with respect to liability arising out of activities, "operations," or "work" performed by or on behalf of Supplier, and products and completed operations of Supplier. The policy provision(s) or endorsement(s) must further provide that coverage is primary and not excess over or contributory with any other valid, applicable, and collectible insurance or self-insurance in force for the additional insureds.
- D. WAIVER OF SUBROGATION. Supplier waives and must require (by endorsement or otherwise) all its insurers to waive subrogation rights against Sourcewell and other additional insureds for losses paid under the insurance policies required by this Contract or other insurance applicable to the Supplier or its subcontractors. The waiver must apply to all deductibles and/or self-insured retentions applicable to the required or any other insurance maintained by the Supplier or its subcontractors. Where permitted by law, Supplier must require similar written express waivers of subrogation and insurance clauses from each of its subcontractors.
- E. UMBRELLA/EXCESS LIABILITY/SELF-INSURED RETENTION. The limits required by this Contract can be met by either providing a primary policy or in combination with umbrella/excess liability policy(ies), or self-insured retention.

19. COMPLIANCE

- A. LAWS AND REGULATIONS. All Equipment, Products, or Services provided under this Contract must comply fully with applicable federal laws and regulations, and with the laws in the states and provinces in which the Equipment, Products, or Services are sold.
- B. LICENSES. Supplier must maintain a valid and current status on all required federal, state/provincial, and local licenses, bonds, and permits required for the operation of the business that the Supplier conducts with Sourcewell and Participating Entities.

20. BANKRUPTCY, DEBARMENT, OR SUSPENSION CERTIFICATION

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

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

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

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

- A. EQUAL EMPLOYMENT OPPORTUNITY. Except as otherwise provided under 41 C.F.R. § 60, all contracts that meet the definition of "federally assisted construction contract" in 41 C.F.R. § 60-1.3 must include the equal opportunity clause provided under 41 C.F.R. §60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 FR 12319, 12935, 3 C.F.R. §, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 C.F.R. § 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor." The equal opportunity clause is incorporated herein by reference.
- B. DAVIS-BACON ACT, AS AMENDED (40 U.S.C. § 3141-3148). When required by federal program legislation, all prime construction contracts in excess of \$2,000 awarded by nonfederal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. § 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 C.F.R. § 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-federal entity must report all suspected or reported violations to the federal awarding agency. The contracts must also include a provision for compliance with

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

- C. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT (40 U.S.C. § 3701-3708). Where applicable, all contracts awarded by the non-federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. §§ 3702 and 3704, as supplemented by Department of Labor regulations (29 C.F.R. § 5). Under 40 U.S.C. § 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. § 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence. This provision is hereby incorporated by reference into this Contract. Supplier certifies that during the term of an award for all contracts by Sourcewell resulting from this procurement process, Supplier must comply with applicable requirements as referenced above.
- D. RIGHTS TO INVENTIONS MADE UNDER A CONTRACT OR AGREEMENT. If the federal award meets the definition of "funding agreement" under 37 C.F.R. § 401.2(a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the recipient or subrecipient must comply with the requirements of 37 C.F.R. § 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency. Supplier certifies that during the term of an award for all contracts by Sourcewell resulting from this procurement process, Supplier must comply with applicable requirements as referenced above.
- E. CLEAN AIR ACT (42 U.S.C. § 7401-7671Q.) AND THE FEDERAL WATER POLLUTION CONTROL ACT (33 U.S.C. § 1251-1387). Contracts and subgrants of amounts in excess of \$150,000 require the non-federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. § 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. § 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

Supplier certifies that during the term of this Contract will comply with applicable requirements as referenced above.

- F. DEBARMENT AND SUSPENSION (EXECUTIVE ORDERS 12549 AND 12689). A contract award (see 2 C.F.R. § 180.220) must not be made to parties listed on the government wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 C.F.R. §180 that implement Executive Orders 12549 (3 C.F.R. § 1986 Comp., p. 189) and 12689 (3 C.F.R. § 1989 Comp., p. 235), "Debarment and Suspension." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549. Supplier certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation by any federal department or agency.
- G. BYRD ANTI-LOBBYING AMENDMENT, AS AMENDED (31 U.S.C. § 1352). Suppliers must file any required certifications. Suppliers must not have used federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Suppliers must disclose any lobbying with non-federal funds that takes place in connection with obtaining any federal award. Such disclosures are forwarded from tier to tier up to the non-federal award. Suppliers must file all certifications and disclosures required by, and otherwise comply with, the Byrd Anti-Lobbying Amendment (31 U.S.C. § 1352).
- H. RECORD RETENTION REQUIREMENTS. To the extent applicable, Supplier must comply with the record retention requirements detailed in 2 C.F.R. § 200.333. The Supplier further certifies that it will retain all records as required by 2 C.F.R. § 200.333 for a period of 3 years after grantees or subgrantees submit final expenditure reports or quarterly or annual financial reports, as applicable, and all other pending matters are closed.
- I. ENERGY POLICY AND CONSERVATION ACT COMPLIANCE. To the extent applicable, Supplier must comply with the mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act.
- J. BUY AMERICAN PROVISIONS COMPLIANCE. To the extent applicable, Supplier must comply with all applicable provisions of the Buy American Act. Purchases made in accordance with the Buy American Act must follow the applicable procurement rules calling for free and open competition.
- K. ACCESS TO RECORDS (2 C.F.R. § 200.336). Supplier agrees that duly authorized representatives of a federal agency must have access to any books, documents, papers and

records of Supplier that are directly pertinent to Supplier's discharge of its obligations under this Contract for the purpose of making audits, examinations, excerpts, and transcriptions. The right also includes timely and reasonable access to Supplier's personnel for the purpose of interview and discussion relating to such documents.

- L. PROCUREMENT OF RECOVERED MATERIALS (2 C.F.R. § 200.322). A non-federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 C.F.R. § 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.
- M. FEDERAL SEAL(S), LOGOS, AND FLAGS. The Supplier cannot use the seal(s), logos, crests, or reproductions of flags or likenesses of Federal agency officials without specific pre-approval.
- N. NO OBLIGATION BY FEDERAL GOVERNMENT. The U.S. federal government is not a party to this Contract or any purchase by a Participating Entity and is not subject to any obligations or liabilities to the Participating Entity, Supplier, or any other party pertaining to any matter resulting from the Contract or any purchase by an authorized user.
- O. PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS OR RELATED ACTS. The Contractor acknowledges that 31 U.S.C. 38 (Administrative Remedies for False Claims and Statements) applies to the Supplier's actions pertaining to this Contract or any purchase by a Participating Entity.
- P. FEDERAL DEBT. The Supplier certifies that it is non-delinquent in its repayment of any federal debt. Examples of relevant debt include delinquent payroll and other taxes, audit disallowance, and benefit overpayments.
- Q. CONFLICTS OF INTEREST. The Supplier must notify the U.S. Office of General Services, Sourcewell, and Participating Entity as soon as possible if this Contract or any aspect related to the anticipated work under this Contract raises an actual or potential conflict of interest (as described in 2 C.F.R. Part 200). The Supplier must explain the actual or potential conflict in writing in sufficient detail so that the U.S. Office of General Services, Sourcewell, and Participating Entity are able to assess the actual or potential conflict; and provide any additional information as necessary or requested.

- R. U.S. EXECUTIVE ORDER 13224. The Supplier, and its subcontractors, must comply with U.S. Executive Order 13224 and U.S. Laws that prohibit transactions with and provision of resources and support to individuals and organizations associated with terrorism.
- S. PROHIBITION ON CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT. To the extent applicable, Supplier certifies that during the term of this Contract it will comply with applicable requirements of 2 C.F.R. § 200.216.
- T. DOMESTIC PREFERENCES FOR PROCUREMENTS. To the extent applicable, Supplier certifies that during the term of this Contract will comply with applicable requirements of 2 C.F.R. § 200.322.

22. CANCELLATION

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

Sourcewell	eleven-x Incorporated		
DocuSigned by:	DocuSigned by:		
By: Jeremy Schwartz	Ryan Hickey		
By:	Ву:5D117363A823473		
Jeremy Schwartz	Ryan Hickey		
Title: Chief Procurement Officer	Title: Chief Operations Officer		
1/11/2024 11:42 AM CST Date:	1/11/2024 11:16 AM EST Date:		

RFP 120423 - Curb Management Technologies with Related Services

Vendor Details

Company Name: eleven-x Incorporated

Does your company conduct

business under any other name? If

yes, please state:

eleven-x

Suite 311, 375 Hagey Blvd

Address: Waterloo, Ontario N2L 6R5

Contact: Ryan Hickey

Email: bids@eleven-x.com
Phone: 226-887-0011

HST#:

Submission Details

Created On: Thursday November 30, 2023 14:20:10
Submitted On: Monday December 04, 2023 16:13:33

Submitted By: Ryan Hickey

Email: bids@eleven-x.com

Transaction #: 2f15f9a0-6c34-44be-8e1e-0bcae3650c02

Submitter's IP Address: 173.33.165.103

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")	ELEVEN-X INCORPORATED *
	Identify all subsidiary entities of the Proposer whose equipment, products, or services are included in the Proposal.	ELEVEN-X US INCORPORATED *
	Identify all applicable assumed names or DBA names of the Proposer or Proposer's subsidiaries in Line 1 or Line 2 above.	eleven-x
	Provide your CAGE code or Unique Entity Identifier (SAM):	Our DUNS # is 208269117. We are currently in the process of registering for a Unique Entity Identifier and are awaiting validation of our submitted information. **Reference # INC-GSAFSD9691689*
5	Proposer Physical Address:	375 Hagey Blvd, Suite 311 Waterloo, ON N2L 6R5
6	Proposer website address (or addresses):	www.eleven-x.com *
	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):	Ryan Hickey, Chief Operations Officer 375 Hagey Blvd, Suite 311 Waterloo, ON N2L 6R5 Ryan.Hickey@eleven-x.com * 226-887-0011
	Proposer's primary contact for this proposal (name, title, address, email address & phone):	Ryan Hickey, Chief Operations Officer 375 Hagey Blvd, Suite 311 Waterloo, ON N2L 6R5 Ryan.Hickey@eleven-x.com 226-887-0011
9	Proposer's other contacts for this proposal, if any (name, title, address, email address & phone):	Dan Mathers, Chief Executive Officer 375 Hagey Blvd, Suite 311 Waterloo, ON N2L 6R5 Dan.Mathers@eleven-x.com 226-887-0011

Table 2: Company Information and Financial Strength

Line	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.	eleven-x TM was founded by two technology innovators and an experienced business leader in May of 2014. Together they built a company that has made significant contributions to the evolving North American Smart Cities community. Eleven-x pioneered many IoT solutions that are based on the open LoRaWAN low power wide area wireless networking technology. As the company matured, it began designing and manufacturing its own hardware products and building compelling software to help solve real-world problems.	
		After years of working on different Smart City solutions, eleven-x is now solely focused on the Smart Parking and Curb Management use cases targeting municipalities and universities. Its eXactpark™ solution is a full turn-key solution that allows communities to better manage their parking assets leading to valuable outcomes including reduced traffic congestion, reduced GHG emissions, improved public safety, improved quality of life for residents and visitors, increased revenues, reduced costs, more efficient and effective use of the curb, data driven policy development, implementation and enforcement and a significantly better parking experience for drivers. eleven-x has been deploying smart parking solutions since 2017, and the above outcomes can be validated by our many customers across Canada and the US.	
		Mission: We make the world a better place by delivering smart parking solutions which enable cities and communities to be accessible, safe, resilient, and sustainable.	*
		Vision: Parking is a daily frustration. We make it better. We dream of a world where parking is a delightful experience for everyone.	
		Values: - Teamwork: We believe in the power of the team and commitment to making eleven-x great - Diversity: We respect each individual and what they bring to the team - Customer-centric: Our success comes from being customer-centric and making every interaction with eleven-x a great one - Excellence: We deliver excellence with bias for action, continuous improvement, and learning - Accountability: We own and are accountable for the decisions we make - Joy and celebration: We celebrate our wins, big and small	
		eleven-x is experiencing exponential growth due to our industry leading technology and the market adoption of curbside management using sensors.	
11	What are your company's expectations in the event of an award?	We expect that being awarded this contract will have a significant impact on our business. We are focused on the Municipal and Educational Campus verticals in the Canada and US markets. 93% of our sales come from RFPs and 85% of our smart parking sales have been from the US. Our customers often have funding available and ask if there is a contract that they can piggyback off to meet their procurement requirements. We expect the contract will reduce our sales cycle and accelerate our growth, while also accelerating the adoption of our solutions throughout North America, thereby providing significant benefits to our customers and all people across North America. We recognize the importance of this award and we will put our full weight behind selling through the contract. This resolves the challenges and administrative overhead of the RFP process for our customers, the most significant barrier to adoption within our customer base.	*
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.	eleven-x is experiencing explosive growth due to customer adoption of our industry-leading smart parking and curb management solution eXactpark, which is based on our patented stall occupancy sensor. For our last fiscal year ending in May, we experienced 2X year over year revenue growth, and are projecting another 2X year over year revenue growth for this fiscal year. Furthermore, we are expecting to be cash flow positive on a net income basis.	
	тооролоо.	We have a track record of 5 years of audited financial statements. We have attached a reference letter from our auditors MNP.	*
		We also have a very good relationship with our financial institution, RBC. We have also attached a reference letter from them.	
		We have an impeccable credit record, and financial history, as reflected in our Dun and Bradstreet report, which we have also attached.	

Finally, we have attached several customer reference letters.

13	What is your US market share for the solutions that you are proposing?	Based on the industry data we have collected, including research using a comprehensive market analytics tool called GovSpend and various market analyst reports (e.g. IoT Analytics), we estimate the current eleven-x United States market share to be greater than 50% in our target verticals, relative to our direct competitors and based on the last 3 years of government spending data.
14	What is your Canadian market share for the solutions that you are proposing?	Using industry data similar to Question 13, we estimate the current eleven-x Canadian market share to be greater than 70% in our target verticals, relative to our direct competitors and based on the last 3 years of government spending data.
15	Has your business ever petitioned for bankruptcy protection? If so, explain in detail.	Our business has been in good standing since inception almost 10 years ago.
16	How is your organization best described: is it a manufacturer, a distributor/dealer/reseller, or a service provider? Answer whichever question (either a) or b) just below) best applies to your organization. a) If your company is best described as a distributor/dealer/reseller (or similar entity), provide your written authorization to act as a distributor/dealer/reseller for the manufacturer of the products proposed in this RFP. If applicable, is your dealer network independent or company owned? b) If your company is best described as a manufacturer or service provider, describe your relationship with your sales and service force and with your dealer network in delivering the products and services proposed in this RFP. Are these individuals your employees, or the employees of a third party?	eleven-x is a smart parking and curbside management technology company. We design and manufacture the key hardware and software applications for our products. We are typically the prime on all of our customer projects, with overall ownership for project management, and hiring subcontractors who provide boots on the ground for installation and any ongoing service contract requirements. Our focus is on collecting true occupancy date and using it to drive outcomes including reducing traffic, reducing GHG emissions, improving operational efficiency (increased revenues/reduced costs), improving public safety and improving quality of life for residents and visitors, making sure that parking is available to drivers wherever and whenever they need it, and as importantly that drivers feel that is the case. A key part of this equation is managing the curb, providing cities and post-secondary institutions with the data required to develop and implement policies around the curb. The foundational technology for our eXactpark solution is our patented subterranean stall occupancy sensor. It's tamper proof, trip proof, completely encased in epoxy, highly accurate (99.7% measured over thousands of parking events), has a 10-year battery life, and comes with a 10-year full warranty, overall making it a very cost-effective solution for on-street parking and curbside applications. We design and manufacture the sensor and provide this as part of our overall solution. We also build, operate, and manage the LoRaWAN wireless network which provides connectivity to the cloud, along with the Core Network which provides total management and visibility for all sensors and gateways on our network, all provided by eleven-x. The data is all pushed to the cloud and into our end user software applications which are used to drive customer outcomes. These include our data nanalytics dashboard, which provides all relevant analytics such as dwell time, turnover, occupancy, payment compliance and much more. We also provide real time data to better

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.	eleven-x realizes that many cities have diversity spend initiatives and keep current qualifying contractors on a city, university, or local business database. eleven-x will make every effort to utilize these firms when making proposals to that locality. As the overall prime contractor on our projects, we have total responsibility for the success of the project. For installation, we utilize local and national service providers to provide hardware installation services and licensed electrical contractors for all of our electrical work in addition, we will work with local public engagement firms, project managers (if required) and will even utilize our network of consultants to help cities write the required ordinances to effect changes such as demand-based pricing. We also work with several companies who focus on digitizing the curb and utilize that data in our software applications. We source the correct contractor with the appropriate certifications and accreditations to ensure the project is completed safely and such that it meets local requirements. We also partner with organizations with certifications that are important to our reginal customers, whether they be Disadvantaged, Veteran, Small and/or other types of business organizations. Every state needs a license to do business. Our strategy is to acquire the necessary licenses as they are required for RFP conformance and customer regulations. To date we have licenses in 6 states. We have also established a subsidiary in Viriginia to help simplify registration in states where necessary.	*
18	Provide all "Suspension or Debarment" information that has applied to your organization during the past ten years.	None	*

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	eleven-x has won the following awards in the past five years: - Winner of the 2023 IoT Evolution LPWAN Excellence Award, presented by TMC and Crossfire Media (2023) - Winner of Overall Smart City Solution of the Year from IoT Breakthrough Awards Program for eXactpark (2023) - Winner of IoT Sensor Product of the Year from IoT Breakthrough Awards Program for SPS-X Sensor (2022) - Part of The Globe and Mail's Ranking of Canada's Top Growing Companies (2020) - Selected by CIX as One of Canada's Top 20 Innovative Technology Companies (2019) - Best Innovation for Smart Cities Award from BeSpatial (2019) We have also been awarded a US Patent for our sensor technology.	*
20	What percentage of your sales are to the governmental sector in the past three years	85% of our total sales in the past three years are from the government sector (mostly municipal level)	*
21	What percentage of your sales are to the education sector in the past three years	11% of our total sales in the past three years are from the educational sector (all from universities)	*
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?	N/A	*
23	List any GSA contracts or Standing Offers and Supply Arrangements (SOSA) that you hold. What is the annual sales volume for each of these contracts over the past three years?	N/A - We do not have any contracts like this.	*

Table 4: References/Testimonials

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

Entity Name *	Contact Name *	Phone Number *	
City of Kirkland, WA (Account # 32420)	Xiaoning Jiang, Resilience & Technology Officer	425-587-3070	*
University of Wisconsin-Milwaukee, WI (Account # 86911)	Prasanna Nanda, Director, UWM Transportation Services	414-229-3076	*
City of Spruce Grove, AB (Account # AB2233)	Brent Ives, Director of Information Systems	780-962-7634 Ext. 118	*

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 *	
Arlington County	Government	Virginia - VA	Performance Parking Project (4,500 parking spots, 54 gateways, 10 digital signs, curbside management, dynamic pricing, navigation app)	US\$4,500,000	US\$3,200,000	*
University of Wisconsin- Milwaukee	Education	Wisconsin - WI	Smart Parking (1,600 spots and in/out counters)	US\$645,310	US\$645,310	*
Town of Oakville	Government	ON - Ontario	Smart Parking (1,200 spots and digital signage)	US\$397,115	US\$397,115	*
City of Delray Beach	Government	Florida - FL	Smart Parking (1,200 spots)	US\$315,435	US\$315,435	*
City of Kirkland	Government	Washington - WA	Smart Parking (530 spots)	US\$204,876	US\$204,876	*

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 *	

	Envelope ID: F287564B-F72B-4F89-A402-029	
26	Sales force.	eleven-x direct sales force consists of a VP of Sales, two Senior Account Executives (SAE), and a Business Development Representative (BDR). Our VP of Sales lives in New Palestine, IN right outside of Indianapolis, IN. Our VP currently serves in a player/coach role and is responsible for the Central region of the US. We have East and West Coast SAE's that live in Milton, Ontario and Calgary, Alberta respectively. These SAE's cover the East and West side of North America and are supported by our VP of Sales. We have included Canadian and US Maps showing the sales territories and how they are divided – these are found in our document upload section. Our BDR focuses on inbound lead management and routing, RFP inbox monitoring, and routing to SAE's for actions. We pride ourselves on getting back to inbound lead requests within 1 business day. For outbound sales activities, our team attends industry specific conferences where we demo our solution, perform online and in-person presentations, host and participate in educational webinars, are commonly invited to speak at conferences and panel discussions with industry thought leaders, and take prospects on site-visits of existing deployments alongside our customers
		Regardless of where we meet the potential customer, our initial steps are the same. We conduct a thorough needs analysis while simultaneously educating the customer about our products and how those products and solution can help to solve their problem. After the initial call that we have with the customer, we provide a budgetary proposal so they can get an idea of how our solution aligns with the resources the entity has. This is where the Sourcewell contract will be a very nice addition to the conversation. We can proactively discuss the advantages of buying from a North American contract, including receiving our best price/value, reducing the time to procure & deploy, and avoiding the cost and complexity of enduring their own RFP process. The Sourcewell contract delivers massive value by saving that time and energy while delivering the best pricing we would offer. Since we have aligned our VAR's for mutual incentive, we intend to propose purchasing through the Sourcewell RFP every time a client brings up "that has to go to RFP" and even the clients who may not say this.
		After we discuss solutions, what problems they solve, purchasing models and timeline, we move to installation. We have set up our sales force to offer turnkey packages to the end user OR the end user may choose to self-install. The beauty of our product is that we do not require and will not void your warranty if the end user self-installs.
		In addition to the efforts above, we segment the type of clients that are coming into our CRM system. The reason we do this is because there may be differences in how people use our system from city to city. We want to make sure we are representing the company well and tailor this Sourcewell RFP and the components within it to the end user with specific software modules.
		We intend on adding a 4th category to how our clients purchase our products. The 4th category will be "Sourcewell RFP". This 4th category will be used to report and show Sourcewell quantitative metrics on our ability to successfully utilize the Sourcewell RFP. Our clients currently purchase our products through RFP's 80% of the time. Because of this high percentage, and current interest from current prospects, a Sourcewell RFP procurement will drastically decrease the sales cycle time and benefit all parties involved.
		We also have a growing number of firms that wish to be Value Added Resellers (VARs) of our products and solutions. These firms presently include TELUS and Comcast Business Solutions. Our VP of Sales has significant experience on both the Channel partner side and the manufacturer side. We are actively rolling out a program that incentivizes our VARs to utilize the Sourcewell contract as well. Our VAR agreements are specifically designed to be mutually beneficial for Sourcewell, eleven-x, VAR or installer, and the end user.
		Finally, we are in the middle of deploying a specific VAR network with Parking Professionals. These firms will include local sales and service organizations specific to the parking industry. A couple of names that you might recognize include Evens Time out of Indianapolis, and Carolina Time and Parking out of Charlotte.
27	Dealer network or other distribution methods.	eleven-x currently holds reseller agreements with multiple vendors that have North American sales, service, and installation assets coast to coast. Our VAR network is continually expanding as we have quite a few entities actively approaching us to resell our products and services. While we are flattered that these firms want to represent us, we also understand the need for high quality and thorough needs analysis and consulting on the front end. We believe that's where the power of the local and national teamwork comes in. Our experience has taught us that local entities purchasing our products want and need to see the depth of teamwork we provide. We always have an FTE eleven-x employee mixed with the local installer, service, or support firm. This ensures continuity in communications and synchronization between the manufacturer, VAR, and end user.

Service force.

Customer delight is something that every employee at eleven-x takes responsibility for, and the eleven-x Fulfillment Team is the handoff from Sales to Service. Over the past 9.5 years we have become very good at ensuring the initial project is consistently delivered on time and on budget. A typical project fulfillment is supported by 8 or more people and support tickets are handled by our expert team of 10 engineers. We use JIRA issue tracking software for all fulfillment and support items to ensure we do not miss anything. Our sales account managers are actively involved in helping with communication between our support staff and the customer to ensure the customer is satisfied. We assign a dedicated Project Manager to each individual job to ensure continuity of communications and delivery of our contracted scope of work. It is the eleven-x Project Manager who is responsible for the overall project success, coordinating the eleven-x internal teams and working with local installation service providers. These local service providers remain engaged with our team and provide ongoing local service when required. Finally, we have a well-defined service request procedure, so that clients know how to effectively work with the eleven-x Team for a timely resolution. More information is available in our SLA that has been uploaded separately.

All sensors and gateways are monitored by the eleven-x Network Operations Centre (NOC) as part of the Managed Network Services. This removes any of the operational challenges and ensures carrier-grade connectivity. The NOC delivers a comprehensive solution for our LoRaWAN network, including an eleven-x cloud-hosted LoRaWAN Server, cellular backhaul for gateways, data & account management, device and gateway management, robust security for the entire solution, ongoing network operations, secure API access to device data, and fixed-cost ongoing support. This suite of services ensures your network operates smoothly and efficiently, freeing you to focus on your core business.

Sensors and gateways are essentially maintenance-free for their 10-year lifespan. With no moving parts, they require very little post-sales service and as referenced they are continuously monitored, and self-report on their status (Low battery, communication error, etc.). In the rare instances that require attention, eleven-x can troubleshoot devices remotely over the network, and when required will deploy representatives from the local response team that performed the initial installation services. These local installation partners are often based directly in community, giving them a unique understanding of the lay of the land as well as prevailing laws & requirements. This also ensures service work is performed in a timely manner, and to the customer's satisfaction.

29 Describe the ordering process. If orders will be handled by distributors, dealers or others, explain the respective roles of the Proposer and others.

Understanding the customer's requirements drives how the project will be fulfilled, and the ordering process is generally standardized. eleven-x needs to know the products & services that are required to reach the customer's goals, and whose teams are providing installation services.

eleven-x works with our customers to clearly define project goals and a Scope of Work (SOW), that are captured in an agreement. Deliverables may include product types & quantities, software requirements, service requirements (installation, training, ongoing support), milestones & timelines, and payment terms. Once we have captured all the details, the document will be mutually executed, and the end-user will release a Purchase Order (PO) that will be invoiced against as the agreement stipulates. For initial deployments, ordering products & service is structured and formalized, ensuring a high-quality deployment and overall project success. If additions/alterations to the SOW are required during the active phase of the implementation these are done via documented change-orders.

After the initial deployment, customers can order any additional products and/or services by simple email or phone call to their SAE. This will result in documentation of the deliverables, quotes created, mutually executing the agreement, and issuance of a PO. The customer will receive an Order Confirmation along with anticipated delivery timeframes.

If end-users are ordering through a VAR, it's important to note that we train and educate our Resellers & Partners, so they can qualify their customers' needs to ensure products & services are ordered to suit the project's requirements. When orders come in from our Partners, we review the orders with them, ensure we know who the end-customer is and if there are any nuances to their deployment that require consideration. Orders clearly define what products & services are required, and which entity is responsible for delivering success. Again, the Reseller will receive an order confirmation and anticipated delivery date, so they can communicate to the end-user accordingly.

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	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.	eleven-x has a Customer Service Program that includes service touchpoints that enable easy communications with eleven-x that contribute to a great customer service experience. During regular business hours these include Phone support, Email support, our Self-help knowledge base, Live chat, and in-person support desk. All inquiries are addressed within 24-hours of receipt and resolution based on documented SLA for various support requirements. Each one of our customers receives a point of contact Project Manager (PM) when they sign an eleven-x contract. The PM will ensure proper deployment of what the customer ordered and move from the post-sales timeframe to the service window of	*
		the contract. If an issue with installation, hardware or software arises, the customer has their PM, the sales account manager, and an email address that is continuously monitored by support staff. Please see response in Table 9B and our uploaded SLA document for more details	
		about our support and response times.	
31	Describe your ability and willingness to provide your products and services to Sourcewell participating entities in the United States.	eleven-x key markets are Municipalities and post-secondary institutions, which represents tens of thousands of Sourcewell participating entities. In this domain eleven-x has a proven track record of delivering customer success (Arlington County VA, Kirkland WA, University of Wisconsin-Milwaukee, Aspen CO,) and envision the Sourcewell contract as an enabler for entities across North America to monitor, manage, and make parking make sense in their communities.	
		Annually eleven-x meets our customers at events across the US, including over 30 national & regional parking, Smart City/Mobility, and Technology conferences, where we are often invited to speak on expert panels. We plan to continue supporting these events to offer our solutions to a diverse mix of clientele, a large proportion of which will be Sourcewell participants. eleven-x will leverage the Sourcewell contract proactively in these meetings, conferences, and customer engagements. We also plan to deeply analyze the over 20,000 Government and Educational participating entities in the US, and market to them directly to educate & enable them to deploy our solution in a timely and cost-effective manner.	*
		The Sourcewell contract is the most aggressive pricing and most comprehensive offering in our company's history. We intend to utilize the Sourcewell contract and advantages of it quite heavily and often. This will be a key enabler for us in the US, as we expect that it will significantly accelerate our growth in the market, and it will also help grow Sourcewell participating entity membership as parking is such a common challenge that our solution can greatly improve.	
32	Describe your ability and willingness to provide your products and services to Sourcewell participating entities in Canada.	eleven-x is based in Canada and take pride in providing our solution to innovative communities in Canada. Similar to our response to Q31, we have already demonstrated success in deploying with Sourcewell participating entities in Canada (Toronto ON, Guelph ON), and are committed to exhibiting and attending numerous national and regional conferences & events. As above, we plan to analyze the over 1660 Government and Educational participating entities in Canada and market to them directly to educate & enable them to deploy our solution in a timely and cost-effective manner.	*
		Once again, we feel this will be a key enabler for us in the Canadian market, and we expect that it will significantly accelerate both our growth as well as Sourcewell's membership.	
	Identify any geographic areas of the United States or Canada that you will NOT be fully serving through the proposed contract.	Parking and curbside management are common challenges across municipal & campus communities across North America. We serve all geographic areas within Canada and the US without exclusions. As the only vendor with a fully subterranean stall occupancy sensor designed to withstand the harshest of weather conditions and maintain accuracy, ours is the only sensor that is fully appropriate in all climates & geographies across North America, from Alaska to Florida. As the foundation of eXactpark, and indeed any data driven curb technology solution, we stand alone in our ability to deploy in any climate, maintaining accuracy, and in any geography. In addition, we have deep expertise in building and managing LoRaWAN networks, which is essential to ensuring that the data reliably gets to the cloud. Our sensors, and the LoRaWAN network, are proven to be accurate & reliable across all North American geographies.	*
	Identify any Sourcewell participating entity sectors (i.e., government, education, not-for-profit) that you will NOT be fully serving through the proposed contract. Explain in detail. For example, does your company have only a regional presence, or do other cooperative purchasing contracts limit your ability to promote another contract?	We are focused on government and educational sectors across the entire Canadian and American markets. There is nothing preventing us from addressing not-for-profit opportunities. In addition, we do not have any cooperative purchasing contracts or other constraints that will limit us from promoting the Sourcewell contract.	*

Define any specific contract requirements or restrictions that would apply to our participating entities in Hawaii and Alaska and in US Territories.

There are no restrictions or specific contract requirements that would apply to participating entities in Hawaii, Alaska and in U.S. Territories.

Table 7: Marketing Plan

Line Item	Question	Response *
36	Describe your marketing strategy for promoting this contract opportunity. Upload representative samples of your marketing materials (if applicable) in the document upload section of your response.	Sourcewell is a key part of our go to market strategy. As such, we will fully integrate Sourcewell messaging into our marketing content and promote the content through our regular channels including our website, social media, email, events, and search engine optimization. Sourcewell will feature as a core part of our messaging because we truly believe that our customers will leverage their ability to use the Sourcewell contract and that it will accelerate our growth.
		We will issue a press release immediately after the Sourcewell contract award is announced and promote this through our marketing channels. We will generate marketing content that is focused on educating our customer base and the overall market about the benefits of utilizing the Sourcewell contract and how easy it is to initiate an order. The content will include blog posts for our website and sales collateral that can easily be shared with customers.
		We will approach our existing customers that have bumped into procurement issues to upsell them on expanding what they currently have deployed with us. Since we have already demonstrated success with these communities with smaller projects, they will be keen to learn about a way to bypass in-house procurement by leveraging the Sourcewell contract. This may generate quick orders through the contract. We recognize the ability to download the lists of participating agencies from the Sourcewell website as an asset. We target municipalities and higher education campuses, and there are 26,553 participating agencies in the US market alone.
		The sales team will be trained on the benefits of the Sourcewell contract. We have over 9,000 contacts and 4,000 organizations in our CRM database. We will immediately tag the accounts that are participating agencies and focus our efforts on those accounts first. Next, we will create a marketing plan to reach out to the participating agencies that are not in our CRM. We will fine tune our messaging and create additional content that will resonate with the market.
		As orders go through the contract, we will create case studies to demonstrate real-life examples of how using the contract benefited the customer. In addition to the content generation, we will continue to promote the messaging on our social media, at events, and through our email campaigns on an ongoing basis.
		As thought leaders in the parking and curb management industries, we are asked to speak at most major conferences in our industry. Often, we ask our customers to come and tell their stories. What problems were they trying to solve, why did they choose eXactpark to solve their problems, and what were the outcomes. It will be very powerful, and advantageous to both Sourcewell and eleven-x, to include the Sourcewell contract in that story.
		In addition, we are well connected with the major consultants in the industry and will create a dedicated educational campaign so they can advise their clients to consider the contract. These consultants cover all geographies across North America. We have strong connections with Julie Dixon, Sam Schwartz,, BA Group, Fehr & Peers, Dan Zack, DSorbara, IBI Group, Guidehouse, Kimley-Horn, and we have ties with Dr. Donald Shoup who wrote the book on parking (Parking and the City). Their endorsement and promotion of eXactpark and the Sourcewell contract will act as major amplification and acceleration for curb management technology deployment across North America.

37	Describe your use of technology and digital data (e.g., social media, metadata usage) to enhance marketing effectiveness.	Our goal is to generate demand for our products and services through continuously educating the market on the benefits of more intelligent parking and curbside management. The efforts result in generating more inbound leads that funnel into our sales process. We accomplish this by promoting and sharing digital content on our marketing channels. The demand is captured through our website, over email, or in person at events. We have uploaded documents to illustrate examples.	
		In addition to promoting the content on our website (https://eleven-x.com/), we utilize social media LinkedIn (https://www.linkedin.com/company/eleven-x/) and X (formerly Twitter https://twitter.com/eleven_x), email campaigns, and search engine optimization. Other marketing activities include webinars focused on customers sharing their experience with our other customers and potential new customers.	
		eleven-x ranks extremely high in the digital realm of marketing. Within our specific industry/competitive comparisons, eleven-x currently ranks in the Top 3 on LinkedIn in the following categories: profile, followers, and organic content metrics. Additionally, our Click Through Rates (CTR) and Engagement Rates are extremely high, ranging from 5 to 10 times better than typical averages. And while X (previously Twitter) has experienced some turbulence in the past year, our engagement rates there are typically well above the standard averages as well (3-4x). As previously mentioned, we plan to incorporate Sourcewell messaging into our email campaigns, which also have extremely high Open Rates (typically ranging between 45 – 75%) and Link Clicks (ranging from 40-75%).	*
		eleven-x is also seen as a leader in the video segment of digital marketing technology in reaching our target market in comparison to industry standards and competition output. We plan to increase our video activities and will include Sourcewell messaging as part of our efforts here as well.	
		As you can see from the results, we view digital marketing and the associated technologies to be a key part of our brand building and demand generation efforts and we plan to incorporate Sourcewell messaging throughout so that it permeates all of our integrated marketing efforts, including digital materials.	
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?	We expect Sourcewell will promote this to the participating entities similar to any other Sorucewell contract. The contract will be searchable and available on the Sourcewell website. eleven-x will support anything Sourcewell promotes by amplifying the network effect through social channels and/or press releases. We expect eleven-x to do most of the promoting, and would support any/all promotion that Sourcewell wishes to undertake to further amplify the.	
		In addition to promoting the Sourcewell-awarded contract through our marketing efforts, the contract will be integrated throughout our sales process. The Sourcewell contract will be part of our sales scripts, presentation materials, and sales collateral. eleven-x invests heavily in attending events across Canada and the United States which is a great way to get the word out, as well. In fact, we attended over 30 in 2023 usually as an exhibiter or sponsor, and as thought leaders in the industry, we had a speaking engagement at 8 of them.	*
		We also run eleven-x hosted events that piggy-back off industry events. Specifically, we had a walking tour of our Kirkland deployment during the PIPTA Conference because it was in Seattle (very close to Kirkland) and a walking tour of our deployment in Arlington County during the Smart Cities Connect conference that was in DC (very close to Arlington).	
		Our VP of Sales will be responsible for ensuring the contract is included in our sales efforts and will be held accountable to maximizing annual revenues going through the contract.	
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.	We do not have an e-procurement system.	*

Table 8: Value-Added Attributes

Line	Question	Response *	
Item	Question	Response	

40	Describe any product, equipment, maintenance, or operator training programs that you offer to Sourcewell participating entities. Include details, such as whether training is standard or optional, who provides training, and any costs that apply.	Eleven-x provides comprehensive user training and reference documentation on eXactpark software (minimum of 2 sessions), and sensor hardware installation & management tools included in the initial implementation. We provide additional user training as needed, typically without any additional fees associated, as we are seeking to support and fully enable our customers in their ability to gain insights from the parking data.
41	Describe how your products and services will impact safety and reliability; such as improvement to safety of systems for pedestrians, bicyclists, and the broader traveling public, improve emergency response, etc.	1 in 5 traffic accidents occur in and around parking lots by people looking for parking. Having accurate & reliable parking occupancy data and communicating this through a parking guidance system solves this problem and improves roadway safety since drivers are able to see real-time stall availability and avoid circling & searching endlessly for spots that may not be available. Using our eXactnav Navigation App, Digital Signs, and public facing websites, drivers can see parking availability, plan accordingly, and keep their eyes on the road instead of scanning for available parking. The same applies to commercial vehicles, who will have visibility into available short-term and loading zone parking, plan their routes & stops accordingly, and all but eliminate double parking, which is a dangerous and preventable practice. The solution improves safety for all users, including drivers, cyclists, pedestrians, and other multi-modal users.
		In addition to the above, the eXactpark solution can improve safety by monitoring emergency zones such as fire hydrants. For example, law enforcement can be alerted when a vehicle is parked in front of a fire hydrant for more than a predetermined length of time. The ability to allocate policies to designated areas of the curb, monitor the real-time occupancy, and generate alerts enables customers using eXactpark to take actionable steps to better manage the curb on a daily basis.
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.	eXactpark has been deployed to improve curb management across North America through a number of projects which include dynamic pricing, ensuring turnover and access to business through time limited parking and digital signage to improve traffic flow. Examples of these deployments can be found below: eleven-x is currently leading the 4,500 stall Performance Parking Project in Arlington County, VA. The project is delivered through a \$5.4 million grant from the Virginia Department of Transportation's Innovation and Technology Transportation Fund which delivers demand-based dynamic pricing by using the true occupancy data from eXactpark. The project includes the ability to determine the price changes required to balance occupancy across all blockfaces. The eleven-x solution monitors parking occupancy and provides guidance for updates to the pricing for all on-street payment machines/meters and mobile payment applications in the project area. - Accurate & reliable data enables effective policy development and implementation, as well as planning, to ensure that business districts have appropriate time limits and encourage stall turnover. - The goals established for the project include: o On-street parking is easier to find on block faces with high parking demand than it is today. o Fewer instances of double parking occur, freeing up travel lanes and reducing conflicts. o Drivers spend less time looking for on-street parking. o Drivers perceive that they spend less time looking for on-street parking information. Vehicle miles travelled resulting from on-street parking search or "cruising" are reduced in the areas where the pilot system is installed. o Mobile emissions from vehicles are reduced in the areas with the system as a result of reduced vehicle miles travelled. o Ensuring throughout this process, that community engagement is equitable and inclusive. - We have also delivered similar projects in in Kirkland, WA, Spruce Grove, AB, Cakville. ON and Guelph, ON and Toronto, ON. o Parking has a major impa

43	Describe your ability to perform projects related to the USDOT Smart Grant Program.	eleven-x is exceptionally well-suited to perform USDOT Smart Grant related projects due to the breadth and depth of our experience in delivering results. eleven-x is known in this industry not only for having the industry's most accurate and reliable on-street parking solution, but also for expedited project delivery on time and on-budget every time. The communities with current SMART Grant funding are within our service areas and we have trusted installation partners across all geographies, so will be able to swiftly scope the services, execute on contracts, and deliver curb management and smart parking projects within aggressive timelines. eleven-x is also experienced in securing DOT funding for our unique solutions and projects. In 2023, eleven-x was awarded an RFP and was the prime lead for a project which included funding from a \$5.4 million grant from the Virginia Department of Transportation's Innovation and Technology Transportation Fund.	
44	Describe any technological advances that your proposed products or services offer.	eXactpark is built on a robust Smart City platform which has numerous advantages and extends outward to expand over value and lowest cost of ownership. - eleven-x's SPS-X award winning and patented sensors are the most accurate, have the longest battery life, and are the only sensors able to be fully embedded in asphalt rendering them entirely sub-surface and impervious to damage from maintenance equipment like snowplows and street sweepers, theft, vandalism, and eliminating any potential hazards for pedestrians/cyclists/e-scooter riders. - The multipurpose LoRaWAN Wireless network is non-proprietary, has a diverse and expanding ecosystem of sensors that can be added, and is delivered in-house as a managed service to ensure carrier-grade connectivity. - Parking data is 100% owned by the participating entity and can be used in any way for any purpose, including integrations with other curb management and parking organizations using standard APIs. - Industry acclaimed: 2022 Sensor of the Year, 2023 Smart City Solution of the Year, IoT excellence award. - The solution is fully encrypted from end-to-end and has been rigorously penetration tested to meet the most stringent municipal security requirements. - Since the eXactpark system collects data on precisely what parking spots are available at any given moment in time, the information can be shared on mobile apps (eXactnav), public facing websites, and digital displays to guide drivers to available parking spots in real-time. Many apps and software systems can tell you where parking zones are located and what the price is, or provide occupancy, ensuring that drivers will trust the system and actually use it to make their parking decisions.	*
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.	eleven-x headquarters is located in a 3 story, 100,000 square foot building that achieved LEED® Gold status for New Construction. The state-of-the-art LEED features not only make the building an environmentally 'smart' building which is sensitive and intuitive to the comfort needs of its occupants, it also exemplifies a commitment to sustainability, ingenuity, and community. In addition, our eXactpark solution has been deployed at our headquarters location. 30% of vehicle related GHG emissions are due to people looking for parking. This equates to 430,000 metric tons of emissions every single day. By ensuring that every driver can find parking anytime anywhere they want to, we solve this global sustainability issue.	*
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.	It's well established that 30% of traffic is caused by people looking for parking. 30% of vehicle-related GHG emissions are also related to people looking for parking, which equates to 430,000 metric tonnes of CO2 emissions every day. Additionally, 1 in 5 traffic accidents are caused by people looking for parking. All this is getting worse due to the network of transportation companies such as Uber and Amazon's fleets utilizing the curb. eXactpark and eXactnav address this by ensuring that all drivers can easily find parking, and that stall occupancy is balanced across all blockfaces, not just the most popular ones. By reducing or eliminating drivers circling & hunting for parking, eXactpark makes a significant impact to the reduction of congestion and unnecessary pollution & greenhouse gas emissions.	
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.	Our SPS-X sensor has RoHS (Restriction of Hazardous substance), REACH (Restriction of Chemicals) and WEEE certifications (Electronic Equipment Waste).	*

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.

eleven-x does not have any WMBE, SBE or Veteran Owned business certifications. However, we work with partners who do have these certifications.

Our first step when we are developing a customer proposal, whether it's for an RFP or non-RFP opportunity, is to search the local database for WMBE, SBE and Veteran Owned business to partner with.

An example of this is for our project in Arlington County, Virginia, where we subcontracted a company called RHI, who was responsible for executing on the community engagement portion of the project.

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?

eleven-x is unique in many ways. A few of them are:

- Our team has been delivering Smart City solutions for nearly 10 years, and Smart Parking and curb technology solutions for over 6 years.

- The roots of our company provide significant differentiation. Two of our co-founders are from senior leadership roles within Blackberry. Known for excellent engineering, low-power devices with long battery life, a managed Network Operation Centre, legendary security and 'always on' availability. eleven-x has adopted these core principles in the development of our products & services. Most of our core engineering team are from Blackberry, and our roots in Waterloo, Ontario, Blackberry HQ, have allowed us to build and thrive. Our other co-founder has deep roots in the electronics manufacturing business, has been CEO of multiple tech startups, and spent many years as a successful venture capitalist prior to being drawn back into eleven-x due to the significant opportunity to transform our cities and communities. We have been blessed with an amazing group of people at the top of their game, and our customers benefit from that through well-engineered products, manufactured to the highest quality, and deployed as complete solutions that work flawlessly.
- Our solutions work as advertised. We work hard to ensure that customers are delighted with our solution, and that we clearly understand the customer requirements, carefully communicate our ability to deliver on those requirements and outcomes, and then execute the project in a way that meet and often exceed our customers' expectations.
- We are able to ensure this is the case because we own the entire technology stack, including sensor manufacturing, wireless network management, and eXactpark software application. Unlike other smart parking and curb technology companies, who need to rely on cobbling together sensors, networking service providers and various pieces of software to provide a complete solution, we do it all. This allows us to control the quality of the data and the overall customer experience, while providing a completely secure solution. Because we don't access our customer's network, we do not expose them to any cyber-attacks through our platform.
- One of the significant areas of expertise that makes eleven-x unique is our project management expertise. It is a core competence of our business. eleven-x consistently delivers turnkey projects, on-time and on-budget, owning the project success from beginning to successful fulfillment, and fostering long-term relationships. All of our customers are referenceable in this regard, and in fact act both formally and informally as references for other cities and post-secondary institutions who are interested in learning more about the experience of working with eleven-x.
- We recognize that cities and post-secondary institutions have complex parking and curb environments, and that many times there are already some parking and curb technology solutions deployed. Other times, it is a greenfield situation, where there is little to no other solutions deployed eleven-x has significant skills and expertise to integrate with other smart parking and curb technology vendors, and in addition provide an open API to allow others to integrate our data into their platform. Our team has demonstrated our willingness and ability to integrate with other smart parking and curbside technology and service companies on many occasions, enabling best-in-class solutions that consistently meet our customers' needs.
- eleven-x was one of the very first entrants into the LoRaWAN connectivity market, building, managing and operating networks for our IoT Smart City applications. We did a wireless connectivity scan early in our company's history and determined that this was the right technology for our applications, and this has become even more so with our smart parking and curb management products, which are now the sole focus of our company. Other companies in the space started out either using proprietary connectivity solutions or other solutions that have since proven not to last. While several other companies have now adopted LoRaWAN, our many years of experience sets us apart. What good is collecting the data if you can't reliably get it to the cloud and into the end user software applications? We do this better than anyone.
- The foundational technology that provides true-occupancy data to our software platform is our patented stall occupancy sensor, noting we are the only vendor to have a fully underground sensor. All others have some above-ground element, making them susceptible to damage from snowplows, street sweepers, theft, vandalism, and present a potential hazard for pedestrians/cyclists/e-scooter riders. We are so confident in our battery life claims that we pioneered the 10-year warranty, which through the Sourcewell contract we are providing to customers at no-cost, to provide an assurance that they don't need to worry about the sensors failing and having to budget for replacements.

All of the above make us a very unique company in this space.

Bid Number: RFP 120423

Table 9A: Warranty

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

Line Item	Question	Response *	
50	Do your warranties cover all products, parts, and labor?	For our SPS-X parking sensors, we provide a 10-year warranty. We support full replacement of the hardware.	
		For our wireless networking equipment, we pass through the manufacturer's warranty which is one year.	
		The warranty does not include the labor to remove the warranted equipment or re-install the replacement equipment. However, we provide this service through our network of installation and electrical contractors, and our customers can contract with us to provide this service, to provide hassle-free installation.	*
		The entire warranty document has been uploaded.	
51	Do your warranties impose usage restrictions or other limitations that adversely affect coverage?	The Product is designed to withstand normal wear and tear under typical operating conditions when used for its original intent and in compliance with the installation and operating instructions supplied with the original equipment. The Limited Warranty does not apply to, and Company will not be responsible for, any defect in or damage to any Product caused by one or more of the following: - Installations that do not follow correct installation procedures as defined in the Company installation manual and other supporting documentation or are not in compliance with local regulations; - Damage from transportation or installation after customer has taken possession; - Equipment that has been improperly used, deployed for uses other than its intended applications, tampered with, altered, neglected, or otherwise damaged, either internally or externally or had attempted repairs; - Force majeure (e.g. weather, fire, or any acts of God, etc.); - Cosmetic defects which do not directly influence vehicle detection, or materially degrade form, fit, or function; and/or - Damage or cosmetic defects which cause the original serial number to be removed, altered or rendered unreadable.	*
		The entire warranty document has been uploaded for more details.	
52	Do your warranties cover the expense of technicians' travel time and mileage to perform warranty repairs?	Warranty coverage includes hardware replacement only. Our hardware products have no moving parts, so the chances of hardware going bad are very minimal. Because of these facts, we do not pay for technicians' travel time.	*
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?	No, when eleven-x goes through the pre-sale, sale, and implementation process we always ask the installation firm (Installer, Reseller or VAR) if they will do service after the initial install. The answer has always been a resounding "yes", and we will continue with this practice.	*
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?	Yes. Please find the relevant language from our warranty document that has been uploaded for the Sourcewell RFP. "Third Party Products. In the event that any manufacturer or supplier warranty or guarantee for any Third Party Product extends beyond the Warranty Period, upon expiry of the Warranty Period, eleven-x shall manage third party warranty claims, under the above RMA process for the Customer at no cost and use commercially reasonable efforts to transfer all right and interest in such warranty to the Customer. In the event the third party declines the warranty claim and the Third Party Product is not covered under the above Hardware warranty, eleven-x will quote repair or replacement to the Customer."	*

55	What are your proposed exchange and return programs and policies?	Our standard warranty is 12 months for all of our hardware products. We have an optional 10-year warranty for our sensor that we typically charge customers for. Any customer that buys through the Sourcewell contract will receive the 10-year warranty (a USD\$34 value) free of charge.	
		If an entity has a sensor failure that cannot be solved via standard troubleshooting procedures and repaired remotely, then the customer will need to follow our RMA (Return Merchandise Authorization) process. We will assign an RMA number, ask the end user to remove it and ship the sensor back and then ship a replacement sensor to them. If they prefer, we can have one of our authorized subcontractors will do the installation work on their behalf.	*
		We have uploaded a copy of our warranty that includes the RMA process as part of our submission.	
56	Describe any service contract options for the items included in your proposal.	Part of the managed services includes continuously monitoring the status of the wireless network & sensors, and remotely troubleshooting any issues. Our Software is also delivered as a SaaS, so under service contract for the customer's availability and updates.	
		eleven-x has not historically offered any hardware maintenance and service contracts due to the very low failure rate of our hardware. Service requests are handled on a case-by-case basis and addressed based on the root cause of the service requirement. We are however planning and starting to develop a service contract program with an anticipated launch in early 2024.	*

Table 9B: Performance Standards or Guarantees

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

Line Item	Question	Response *	
57	Describe any performance standards or guarantees that apply to your services	We provide our customers with a Service Level Agreement (SLA) with the following availability performance targets:	
		Support Availability/Uptime - 99.99% Gateway Availability (Supplied by eleven-x) - 99% Network Availability - 99.99% API Availability - 99.99%	*
		More details about our SLA can be found in the uploaded documentation.	
58	Describe any service standards or guarantees that apply to your services (policies, metrics, KPIs, etc.)	We provide our customers with a Service Level Agreement (SLA) with the following availability Case Priority Response, Restore, and Resolve Performance Objectives: Severity Level 1 (Critical) Response - 100% - 15 min Restoration - 100% - 2 hrs Resolution - 100% - 30 days Severity Level 2 (Major) Response - 95% - 30 min Restoration - 95% - 4 hrs Resolution - 95% - 30 days Severity Level 3 (Minor) Response - 95% - 60 min Restoration - 95% - N/A Resolution - 95% - 180 days	*
		More details about our SLA can be found in the uploaded documentation. We also have an incident response plan document that has been uploaded.	

59	Describe how you will measure cost savings and/or performance improvements with the utilization of your solutions.	Measuring the performance of a community's curb management program is the greatest strength of our system when compared to software only solutions. The data being collected provides a highly accurate and reliable view of true occupancy. The data is collected 24-7-365 and stored indefinitely creating a reservoir of historical information for the utilization of each part of the curb being monitored. This historical information is used to report on changes to the system. For example, if the curbside manager decided to change the price of parking on the main street of their downtown to encourage parking on side streets, the system can report on the curb utilization before and after the change was made. The report is based on true occupancy of vehicles parking as opposed to incomplete data from payment transactions or annual parking studies. Another example of a curb management initiative is to improve payment compliance. Most communities struggle with understanding what their payment compliance rate is. The eXactpark solution continuously measures compliance by calculating the difference between true occupancy and payment occupancy based on payment transactions. The solution includes features to operationalize the real-time compliance rate so enforcement officers can do their job more effectively. Better enforcement leads to higher payment compliance because people are more likely to pay next time they park after being issued a ticket. The eXactpark system can report on the compliance rate before and after the improvements are initiated as a definitive measure of curbside management performance and return on investment.
60	Describe how you use Curb Data Specification (CDS) and how you would further develop these standards in the future.	eleven-x recently joined the Open Mobility Foundation (OMF) as associate members. Currently we provide our real-time and historical stall-based occupancy information to the CDS API through 3rd parties. In the future, we will support the specification directly through our API. As one of the only stall-occupancy sensor providers in the OMF, we expect to bring a lot of value to shaping the CDS in the future. eleven-x has a strong history of working with open standards and is philosophically aligned with supporting open standards. We attended the first LoRa Alliance meeting in 2015 and have been members ever since. We have built our wireless technology on LoRaWAN which is the open standard governed by the LoRa Alliance.
61	Describe your experience with Mobility Data Specification (MDS), as well as how you use MDS to help improve agencies' transportation systems.	eleven-x does not have experience working directly with MDS. However, there are many opportunities for eleven-x to incorporate the specification into our products. Parking has a tremendous impact on any community's mobility effectiveness. eleven-x is in a strong position to facilitate more integration between parking and mobility systems given the unique position of knowing real-time available of individual parking spots. We look forward to being an active contributor to MDS initiatives.

Table 10: Payment Terms and Financing Options

Line Item	Question	Response *	
62	Describe your payment terms and accepted payment methods.	Net 30 payment terms	
		Electronic payment is the preferred method of payment (Wire or ACH). Our banking information will be provided on customer invoices to make issuing payments a seamless process.	*
63	Describe any leasing or financing options available for use by educational or governmental entities.	eleven-x currently does not provide leasing options to our customers	*
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 terms and conditions and other policies are available on our website at https://eleven-x.com/terms-and-conditions. We have also uploaded copies to the portal. We offer a standard service level agreement (SLA) that we have uploaded to the portal.	*
65	Do you accept the P-card procurement and payment process? If so, is there any additional cost to Sourcewell participating entities for using this process?	We accept the P-card procurement and payment process with no additional charge to Sourcewell or participating entities.	*

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	Question	Response *
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	eleven-x has provided detailed pricing of eXactpark and all of the individual items broken out by country and uploaded as an attachment in the document upload section of this RFP response.	
	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	Our pricing model is very straightforward, split between one-time expenses at the start of the project and annual recurring expenses for the software subscription & network management services.	
	document upload section of your response.	The one-time expenses are broken down as follows:	
		Hardware Supply: Stall Occupancy Sensors, Gateways and Associated Equipment, Digital Signage Installation costs for: Sensors, Gateways & Digital Signage Shipping & Taxes Professional Services Including Project Management, Software configuration & implementation, user training, 3rd party integration and customization fees.	*
		The annual recurring fees for the software are broken down as	
		follows: Dashboard Analytics Software Subscription Wireless Network Management Parking Guidance and Navigation Mobile Application Subscription Public Facing Website Subscription Intelligent Enforcement Subscription Zone Counting Subscription API-only Access	
		All of the above is outlined in the attached price sheet uploaded in the portal.	
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.	To further demonstrate the value of purchasing eleven-x's eXactpark solution through the Sourcewell contract, we are pleased to offer the following summary of discounts from list price: 11% Discount o SPS-X Sensor Supply o All Other Hardware Supply o Professional Services	
		Markup discounted from 30% to 10% o Markup on Cost Plus Services	*
		100% Discount o 10 Year Extended Warranty on Sensors	
		These discounts have never been offered to customers before and the Sourcewell contract will be the only way that customers can access these discounts.	
		The above discounts are provided in the pricing spreadsheet uploaded in the portal.	
68	Describe any quantity or volume discounts or rebate programs that you offer.	There are two main areas where we provide quantity and volume discounts. The first is related to the quantity of sensors purchased.	
		We offer the following volume discount tiers: 1-99 100-199 200-499 500-999 1,000-4,999 5,000-9,999 10,000+	*
		We also offer a bundled package for our most popular end user software applications. Customers can choose to buy each software application separately, but receive a bundled price when the purchase the Guidance Bundle Dashboard Analytics Public Facing Website Parking Guidance and Navigation Mobile Subscription	
		All of the above is reflected in our price sheet that we have uploaded to the portal.	

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.	Included in our price sheet we have listed the most common sourced products, listed as 'Cost-Plus' services. As noted above in Section 67, we have heavily discounted our markup on these services to only 10% vs our typical markup of 30%. The discount on these services will only be available when the customer buys through the Sourcewell contract, further adding to the value of buying through Sourcewell.	*
70	Identify any element of the total cost of acquisition that is NOT included in the pricing submitted with your response. This includes all additional charges associated with a purchase that are not directly identified as freight or shipping charges. For example, list costs for items like predelivery inspection, installation, set up, mandatory training, or initial inspection. Identify any parties that impose such costs and their relationship to the Proposer.	We have uploaded our pricing sheet into the portal. It includes all items that are typically involved in providing our product and services to our customers. This include both our MSRP as well as the Sourcewell discounted price, available only to customers purchasing the solution through the Sourcewell contract. To provide further clarity, we have also uploaded a sample project pricing proposal for a 1,000 sensor solution inclusive of all software applications and other related costs. To show the full value of buying through the Sourcewell contract, we have shown this example project with the MSRP pricing and the Sourcewell discounted pricing.	*
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.	Freight, delivery, and shipping are costs that are typically included in any quote that eleven-x provides to its customers where eleven-x is providing a turnkey solution, including installation. In situations where our customers do their own install, which is very rarely the case, we make it clear on the invoice that shipping costs are not included and will be covered by the customer directly. For the Sourcewell RFP, eleven-x has included shipping, freight and delivery pricing. We have heavily discounted the markup for these to 10% markup over the cost to eleven-x. This discount will only be available to customers buying eleven-x products and services through the Sourcewell contract.	*
72	Specifically describe freight, shipping, and delivery terms or programs available for Alaska, Hawaii, Canada, or any offshore delivery.	For the Sourcewell RFP pricing model, eleven-x will employee a "cost plus 10%" pricing model for freight, shipping and delivery terms or programs for Alaska, Hawaii, Canada and any other offshore delivery. This is heavily discounted from our markup of 30%. This discount will only be available for customers purchasing through the Sourcewell contract.	*
73	Describe any unique distribution and/or delivery methods or options offered in your proposal.	N/A	*

Table 12: Pricing Offered

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

Table 13: Audit and Administrative Fee

Line Item	Question	Response *	
75	Specifically describe any self-audit process or program that you plan to employ to verify compliance with your proposed Contract with Sourcewell. This process includes ensuring that Sourcewell participating entities obtain the proper pricing, that the Vendor reports all sales under the Contract each quarter, and that the Vendor remits the proper administrative fee to Sourcewell. Provide sufficient detail to support your ability to report quarterly sales to Sourcewell as described in the Contract template.	To ensure proper compliance of the proposed contract, eleven-x will incorporate a Sourcewell specific checklist into our existing customer order fulfillment process that is specific to the terms of the contract. The first item will be to indicate at the time of order whether or not the customer is a Sourcewell participating entity. Once determined, the finance team will tag the customer accordingly in our accounting system and will verify project pricing prior to invoices being issued. As part of our quarter-end financial close process, we will generate a report in our accounting system showing all invoices issued to Sourcewell participating entities during the period and will provide both this report and the corresponding administrative fee.	*
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.	We use a CRM that allows for extensive reporting. We will tag all organizations in our CRM that are participating entities so we can easily generate a Sourcewell-specific report on any of our existing sales and marketing metrics. Important sales metrics will be the win rate, length of sales cycle, and average deal size for Sourcewell contracted deals compared to non-Sourcewell deals. Revenue metrics to monitor are percentage of overall revenue going through the contract, growth of revenue going through the contract, and profit margins.	*
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.)	We propose an administration fee of 2% of all sales that go through the 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.	eleven-x is proposing our industry-leading eXactpark Smart Parking Solution which includes our patented SPS-X parking sensors that can be deployed fully in-ground or surface mounted, managed LoRaWAN network services, eXactnav mobile application, digital display parking guidance, and cloud-based application software with real-time analytics dashboard, historical data, and management administration features. The following sections detail the complete solution components. 1 Product and Service Description eleven-x is proposing our industry leading eXactpark Smart Parking Solution which includes our patented SPS-X parking sensors that can be deployed fully in-ground or surface mounted, managed LoRaWAN network services, eXactnav mobile application, digital display parking guidance, and cloud-based application software with real-time analytics dashboard, historical data, and management administration features. The following sections detail the complete solution components. 2 SPS-X Parking Sensor Devices eleven-x designed and manufactures the SPS-X smart parking sensor to be the industry leading LoRaWAN-based device that utilizes multiple sensing technologies to provide accurate, real-time parking stall occupancy with 10-year battery life expectancy. The award winning, patented SPS-X sensors are quickly and easily deployed without the expense of running wires through conduit and are simply commissioned using the eleven-x smartphone app. Notably the sensors are ruggedized and rigorously tested, meeting IP67 standards for water & dust incursion and are anticipated to have little to no maintenance over the 10-year battery life. The SPS-X has been purposely designed, tested, and successfully deployed, exceeding expectations, and surviving the harshest weather and environmental conditions. 3 Dashboard Application Data visualization including real-time stall availability and detailed historical usage is made available through the eXactpark web application dashboard. Users have unprecedented visibility into real-time and

occupied stalls and payments made is utilized for analyzing payment compliance.

4 eXactnav Navigation Mobile App

eleven-x offers a mobile navigation application that conveniently displays real-time parking availability searchable by address and visible on an interactive map. Residents and visitors can set their stall preferences (ADA, Loading Zone, Permit Only, Free, EV, etc.), input an address, view availability on a map, select a zone or stall location, and get turn-by-turn directions using the smartphone's native mapping application. Free for users to download on iOS and Android, eXactnav is highly intuitive, completely ad-free, and purely for guidance.

5 Enforcement

With the eleven-x enforcement module, the parking sensors are used as the means to detect time-based parking violations as determined from vehicle dwell times. This enables directed enforcement of all time-limited parking modalities (both unpaid and paid).

The eleven-x dashboard allows parking administrators to set overstay alarms and alerts that are specific to different zones, stall types, and for different durations. Setting a 2-hour alarm for high-demand street-side parking, and a 15-minute alarm for loading zones is all done in the dashboard and enables more efficient enforcement by sending personnel where they will make the most impact. The eXactpark enforcement module includes Alert Management that provides parking enforcement officers with a convenient interface to visualize and act upon active enforcement notifications. This interface can be used on laptops, tablets, or smartphone devices.

6 Public Facing Parking Availability

eXactpark provides a hosted parking availability website that the public can use to see the status of parking spots in real-time. This can help with trip-planning at high-use locations and lots so that drivers can see what the parking situation is before they leave home and make informed decisions about their upcoming parking situation.

7 Digital Signage

eXactpark integrates real-time sensor data with several options for digital signage, providing visual cues to drivers who may not be using the Navigation App, and leading them to available parking. eleven-x does not manufacture signs, but rather has relationships and integrations with numerous sign manufacturers so that our customers can get the digital sign with the look, feel, budget, and functionality that meets their community's needs. Signage typically includes cellular backhaul and requires minimal onsite infrastructure. eleven-x can provide full turnkey supply and installation services here as well.

8 Zone Counting

eleven-x offers the ability to display the occupancy of zones using counts from 3rd-party systems such as cameras, gates, and in-out counting sensors on our dashboard, mobile app, public facing app, and digital displays.

9 API Support

The eleven-x API provides access to real-time and historical occupancy data as well as parking metrics. The fully documented API (eleven-x DATA API (Swagger)) is designed for easy integration with 3rd-party software applications including mobile apps, dynamic digital signage, PowerBI, open data systems, customer websites, and other parking management systems.

10 Network Gateways

A network gateway forms the bridge between the data collected by the SPS-X parking sensors and the eleven-x network servers. Boasting carrier-grade network reliability, eleven-x is responsible for the network design, implementation, management, and ongoing monitoring and support of the gateways. Gateways can be purchased from over 20 manufacturers in a wide assortment of power and backhaul configurations, but the most typical are AC powered and cellular backhaul for ease of deployment. The current proposal assumes the gateways will be AC powered, 8-Channels, and cellular backhaul.

11 Managed IoT Connectivity Services

eleven-x delivers carrier-grade reliability by providing managed LoRaWAN Network services. This eleven-x core competency is our "secret-sauce" and enables us to deliver IoT projects for large and complex municipal and enterprise clients across North America. This approach delivers reliable and secure networking solutions.

12 Professional Services

eleven-x has an extremely capable team of software developers that provide system set up, customizations, 3rd-party integrations, and other services based on customer-requested requirements.

13 Sensor Installation Services

eleven-x provides a full turnkey installation service for the SPS-X sensors with a well-established deployment methodology that we manage and guide our local installation partners through. In the scoping phases we ask the customer for maps, which may include characteristics such as stall ID, type, time limits, and others. We work closely with the customer to plan the hardware installation, making sure to note any preferred timelines and/or special events to be aware of, and how any parking restrictions will take place. eleven-x SPS-X sensors are unique in that they can be deployed as fully embedded beneath the asphalt or mounted on the surface, meaning they can be deployed in any environment based on site specific conditions

and project goals. Gateway Installation Services eleven-x provides a full turnkey installation for the LoRaWAN gateways by procuring, provisioning, and testing all communication equipment so it arrives on-site in a readyto-install state. We provide training and support as we manage our installation partner whose team will perform the service. Because the gateways only require AC power, they are quick and easy to install. Electrical work is only performed by certified electricians. We work closely with the customer to find places to install the gateways. Once installed and powered up, they perform self-diagnostics, connect to the cellular network, and report into our Network Operations Centre within minutes. Please see more detailed product description document uploaded. 79 Within this RFP category there may be Our solution covers many use cases for curbside management. Our solution applied subcategories of solutions. List subcategory to the following subcategories: titles that best describe your products and services. Curbside Occupancy Monitoring Deploying our sensors and network Other components of the solution can be included as required by the customer Using our API to integrate with 3rd-party software that would be used as the primary interface for the customer Complete Curbside Management Solution Deploying our sensors and network Ingesting 3rd-partry information such as payment data into our system Use eXactpark curbside management software for occupancy analytics and compliance analysis so the end user/entity can easily determine the differences in payment occupancy vs true occupancy Use eXactpark to drive enforcement improvements Use eXactpark guidance capabilities like public facing website and dynamic messaging displays Use eXactnav mobile app to guide drivers to vacant spots Our API is always available to integrate with a 3rd-party systems In the future, we may offer a solution to fit into the software-only subcategory which we would add to the Sourcewell contract at that time. 80 No one company in the parking and curb management ecosystem can do all the Describe your products and capabilities in regard to integration, such as: Improving things required to cover all customer use cases. eleven-x strongly believes in open collaboration and integration with other ecosystem partners. To that end, we have a integration of systems and promotion of connectivity of infrastructure, connected fully documented and supported API that allows easy integration of our data into 3rdvehicles, pedestrians, bicyclists, and the party systems. In addition, eleven-x has a strong software development team that broader traveling public. has integrated with 3rd-parties to consume their data, as well. We do what is necessary to bring the best technical solution to our customers. In the Arlington County Performance Parking project alone, we are integrated with some of the biggest names in parking and curb management including IBI Group, ParkHub, Umojo, ParkMobile, IPS, Flowbird/Cale, ITES Media, PowerBI, and the County's open data portal. In other projects we have integrated with Paring Logix, Honk Mobile, Passport, and Mistall. Finally, we are collaborating with Modii, Populus, Ycurb, and Blue Systems on upcoming projects. We have even integrated 3rd-party sensors from PNI. We have close to 20 integrations to date and look forward to adding more in the future to meet the evolving needs of our customers. Our real-time occupancy information is accessible to the public through dynamic messaging displays, our eXactnav mobile application, 3rd-party mobile apps, our public facing website, and 3rd-party public facing websites. Connected vehicles have access to where vacant spots are at any given moment in time through our API. Dissemination of real-time occupancy information is essential to reducing traffic congestion and improving driver experience. In the future, we expect the occupancy data from our system will interact with a more integrated traveler systems that

Bid Number: RFP 120423 Vendor Name: eleven-x Incorporated

include transit and traffic information. We are ready for this today with our API but

integrating the disparate systems will take time for market adoption.

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.	Our customer owns the data that is collected and stored in our system. Some customers share this data on their website using our API or ask us to host a public facing website on their behalf to share the data with the public. In Arlington County, our data is being integrated into their open data platform to provide historical and real-time data to the public. The data is as open as our customer would like it to be as API access can be granted to anyone. We have joined the OMF and will soon support the CDS with our API.
		We believe in and fully support open standards and have integrated LoRaWAN into our products for that very reason. In fact, LoRaWAN is interoperable with several other sensors on the market such as PNI and N-Wave. In addition, there are many LoRaWAN network operators on the market our customers could migrate to with our support. We work hard to make sure our customers stay with us for the long term while also not locking in our customers.
		eleven-x has embedded security into our products from day one. Strong security starts at the edge where we have implemented several security features into our sensors including secure Bootrom, security keys, 128-bit AES encryption, and network authentication. The sensors are in the field and are therefore vulnerable to remote attack, so we made it extremely difficult to hack our sensors. We have strong security at the server and user-end of our system, as well. We have successfully satisfied several security audits from our customers.
		The sensors do not detect the identity of the drivers or even the type of vehicle or record license plate information. The occupancy data is completely anonymous, making it impossible to have privacy concerns with our system. This differs greatly when compared to camera-based systems. Anonymous occupancy detection was a major selling point for Arlington County because of the public's sensitivity to being video recorded.

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

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

Line Item	Category or Type	Offered *	Comments
82	Digitization of inventory and regulations, including creation of sector or citywide digital curb.	© Yes	The eleven-x software can create a digital representation of the curb with resolution down to the stall level with the ability to create groupings of stalls into zones based on stall type and/or location.
83	Sensors and cameras, including installation services.	© Yes C No	eleven-x provides a full turnkey curb management solution including the supply and installation of parking sensors. Occupancy from Cameras can be and has been integrated from 3rd-parties.
84	Issue application programming interfaces (APIs) and build services around them: i. Historical and/or real-time monitoring and performance reporting; ii. Curb availability (parking, loading, etc.), reservations, and driving directions; iii. Predictive modeling.	© Yes C No	eleven-x provides a fully documented API that supplies real-time and historical information about individual parking stalls and at the zone level. In addition, we provide real-time parking guidance information on our mobile app, public facing website, and digital signage including loading zones and specialty stalls (ADA, EV, etc.). Predictive modelling is done by analyzing the historical information to infer future occupancy.

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.		eleven-x has developed its own technology stack from the sensors up to the data analytics. The entire turnkey solution is provided as a fully managed service. We can ingest real-time and historical data from payment methods and other hardware solutions. 3rd-parties can easily integrate our data through our API. We store the data on behalf of our customer that is always accessible through our software and the data can be stored in a data warehouse via our API.
86	Digitized permit systems, including dynamic pricing.	Ç Yes C No	Our system does not deal with payments or permits directly. We depend on our many partners for that and then integrate their data into our system. We have divided the curb into permitted areas so our customers can understand the true occupancy and utilization of the permitted zones. We have developed a demand-based dynamic pricing engine methodology with Arlington County.
87	V2I technology with scalability.	€ Yes € No	Our sensors are part of a municipality's smart infrastructure because they are connected to the Internet. Connected vehicles can utilize 5G to communicate with our sensors via our API to navigate to vacant spots in real-time. Our sensor also has Bluetooth technology which can communicate directly with vehicles in the future when the industry has matured.
88	Intelligent transportation systems, such as transit signal priority, transportation system controllers, and digital signage.	© Yes ○ No	eleven-x supports digital displays that provide real-time availability as part of our standard turnkey offering. Real-time availability information could easily be integrated with other transportation systems through our API.

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 eleven-x pricing.zip Monday December 04, 2023 15:10:13
- Financial Strength and Stability eleven-x Financial Strength and Stability.zip Monday December 04, 2023 15:11:24
- Marketing Plan/Samples eleven-x marketing supporting documents.zip Monday December 04, 2023 12:32:13
- WMBE/MBE/SBE or Related Certificates (optional)
- Warranty Information eleven-x Standard Device Warranty.pdf Monday December 04, 2023 12:32:32
- Standard Transaction Document Samples eleven-x standard transactions docs.zip Monday December 04, 2023 12:32:41
- Requested Exceptions 2023-11-22 Sourcewell RFP_120423 Contract Template (eleven-x edits).docx Monday December 04, 2023 12:32:52
- <u>Upload Additional Document</u> Sourecewell eleven-x RFP Response Product Description.pdf Monday December 04, 2023 12:33:04

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;
 - 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. - Ryan Hickey, COO, ELEVEN-X INCORPORATED

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	M	3
Addendum_8_Curb_Management_Technologies_RFP_120423 Tue November 21 2023 04:42 PM	M	2
Addendum_7_Curb_Management_Technologies_RFP_120423 Mon November 20 2023 04:39 PM	M	5
Addendum_6_Curb_Management_Technologies_RFP_120423 Tue November 14 2023 04:30 PM	M	2
Addendum_5_Curb_Management_Technologies_RFP_120423 Fri November 10 2023 04:30 PM	M	1
Addendum_4_Curb_Management_Technologies_RFP_120423 Wed November 8 2023 04:04 PM	M	1
Addendum_3_Curb_Management_Technologies_RFP_120423 Mon October 30 2023 03:54 PM	M	3
Addendum_2_Curb_Management_Technologies_RFP_120423 Fri October 27 2023 02:12 PM	M	1
Addendum_1_Curb_Management_Technologies_RFP_120423 Fri October 20 2023 04:21 PM	M	2