

# MASTER AGREEMENT #030425 CATEGORY: Public Safety Software SUPPLIER: Miovision Technologies US, LLC

This Master Agreement (Agreement) is between Sourcewell, a Minnesota service cooperative located at 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 (Sourcewell) and Miovision Technologies US, LLC, 137 Glasgow St., Suite 110, Kitchener, ON N2G 4XB Canada (Supplier).

Sourcewell is a local government and service cooperative created under the laws of the State of Minnesota (Minnesota Statutes Section 123A.21) offering a Cooperative Purchasing Program to eligible participating government entities.

Under this Master Agreement entered with Sourcewell, Supplier will provide Included Solutions to Participating Entities through Sourcewell's Cooperative Purchasing Program.

# Article 1: General Terms

The General Terms in this Article 1 control the operation of this Master Agreement between Sourcewell and Supplier and apply to all transactions entered by Supplier and Participating Entities. Subsequent Articles to this Master Agreement control the rights and obligations directly between Sourcewell and Supplier (Article 2), and between Supplier and Participating Entity (Article 3), respectively. These Article 1 General Terms control over any conflicting terms. Where this Master Agreement is silent on any subject, Participating Entity and Supplier retain the ability to negotiate mutually acceptable terms.

- 1) **Purpose.** Pursuant to Minnesota law, the Sourcewell Board of Directors has authorized a Cooperative Purchasing Program designed to provide Participating Entities with access to competitively awarded cooperative purchasing agreements. To facilitate the Program, Sourcewell has awarded Supplier this cooperative purchasing Master Agreement following a competitive procurement process intended to meet compliance standards in accordance with Minnesota law and the requirements contained herein.
- 2) **Intent.** The intent of this Master Agreement is to define the roles of Sourcewell, Supplier, and Participating Entity as it relates to Sourcewell's Cooperative Purchasing Program.
- 3) Participating Entity Access. Sourcewell's Cooperative Purchasing Program Master Agreements are available to eligible public agencies (Participating Entities). A Participating Entity's authority to access Sourcewell's Cooperative Purchasing Program is determined through the laws of its respective jurisdiction.
- 4) **Supplier Access.** The Included Solutions offered under this Agreement may be made available to any Participating Entity. Supplier understands that a Participating Entity's use of this Agreement is at the Participating Entity's sole convenience. Supplier will educate its sales and service forces about

v052824

- Sourcewell eligibility requirements and required documentation. Supplier will be responsible for ensuring sales are with Participating Entities.
- 5) **Term.** This Agreement is effective upon the date of the final signature below. The term of this Agreement is four (4) years from the effective date. The Agreement expires at 11:59 P.M. Central Time on July 17, 2029, unless it is cancelled or extended as defined in this Agreement.
  - a) **Extensions.** Sourcewell and Supplier may agree to up to three (3) additional one-year extensions beyond the original four-year term. The total possible length of this Agreement will be seven (7) years from the effective date.
  - b) **Exceptional Circumstances.** Sourcewell retains the right to consider additional extensions as required under exceptional circumstances.
- 6) **Survival of Terms.** Notwithstanding the termination of this Agreement, the obligations of this Agreement will continue through the performance period of any transaction entered between Supplier and any Participating Entity before the termination date.
- 7) **Scope.** Supplier is awarded a Master Agreement to provide the solutions identified in Solicitation #030425, Category 1. Public Safety Response Agency Situational Awareness, to Participating Entities. In-scope solutions include:
  - a) Category 1. Public Safety Response Agency Situational Awareness, including but not limited to:
    - i) Incident command and management (incident tracking response and reporting, weather/traffic/construction considerations, unit assignments and staffing, training activities, etc.);
    - ii) Mapping (vertical location, indoor, outdoor);
    - iii) Asset tracking and location (personnel, vehicles, controlled substances, equipment, etc.);
    - iv) Community notifications (evacuations, minor crime reporting, shelter in place, etc.);
    - v) One-to-one and one-to-many collaboration and coordination (SMS, push to talk, video, voice, etc.); and
    - vi) Public safety focused data and analysis applications, to include but not limited to video, image, and pattern analysis, acoustic firearms discharge identification, incident response, investigative lead development, predictive analysis, and other data source integration.

Complimentary equipment, accessories, and services must be directly related to the offering of systems or solutions described in section 7)a) above. Software platforms or solutions should be able to integrate with a broad range of other software and hardware solutions to improve and/or expand agency capabilities. Sourcewell IS NOT looking for artificial intelligence (AI) customization, but public safety software with existing AI capabilities is eligible.

- 8) **Included Solutions.** Supplier's Proposal to the above referenced RFP is incorporated into this Master Agreement. Only those Solutions included within Supplier's Proposal and within Scope (Included Solutions) are included within the Agreement and may be offered to Participating Entities.
- 9) **Indefinite Quantity.** This Master Agreement defines an indefinite quantity of sales to eligible Participating Entities.

- 10) **Pricing.** Pricing information (including Pricing and Delivery and Pricing Offered tables) for all Included Solutions within Supplier's Proposal is incorporated into this Master Agreement.
- 11) **Not to Exceed Pricing.** Suppliers may not exceed the prices listed in the current Pricing List on file with Sourcewell when offering Included Solutions to Participating Entities. Participating Entities may request adjustments to pricing directly from Supplier during the negotiation and execution of any transaction.
- 12) Open Market. Supplier's open market pricing process is included within its Proposal.

### 13) Supplier Representations:

- i) **Compliance.** Supplier represents and warrants it will provide all Included Solutions under this Agreement in full compliance with applicable federal, state, and local laws and regulations.
- ii) **Licenses.** As applicable, Supplier will maintain a valid status on all required federal, state, and local licenses, bonds, and permits required for the operation of Supplier's business with Participating Entities. Participating Entities may request all relevant documentation directly from Supplier.
- iii) **Supplier Warrants.** Supplier warrants that all Included Solutions furnished under this Agreement are free from liens and encumbrances, and are free from defects in design, materials, and workmanship. In addition, Supplier warrants the Solutions are suitable for and will perform in accordance with the ordinary use for which they are intended.
- 14) **Bankruptcy Notices.** Supplier certifies and warrants it is not currently in a bankruptcy proceeding. Supplier has disclosed all current and completed bankruptcy proceedings within the past seven years within its Proposal. Supplier must provide notice in writing to Sourcewell if it enters a bankruptcy proceeding at any time during the term of this Agreement.
- 15) **Debarment and Suspension.** 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 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 Agreement. Supplier further warrants that it will provide immediate written notice to Sourcewell if this certification changes at any time during the term of this Agreement.
- 16) Provisions for non-United States federal entity procurements under United States federal awards or other awards (Appendix II to 2 C.F.R § 200). Participating Entities that use United States federal grant or other federal funding to purchase solutions from this Agreement 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 Section, all references to "federal" should be interpreted to mean the United States federal government. The following list applies when a Participating Entity accesses Supplier's Included Solutions with United States federal funds.

- i) **EQUAL EMPLOYMENT OPPORTUNITY.** Except as otherwise provided under 41 C.F.R. § 60, all agreements 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.
- ii) DAVIS-BACON ACT, AS AMENDED (40 U.S.C. § 3141-3148). When required by federal program legislation, all prime construction contracts in excess of \$2,000 awarded by non-federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. § 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 C.F.R. § 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-federal entity must report all suspected or reported violations to the federal awarding agency. The contracts must also include a provision for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. § 3145), as supplemented by Department of Labor regulations (29 C.F.R. § 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-federal entity must report all suspected or reported violations to the federal awarding agency. Supplier must comply with all applicable Davis-Bacon Act provisions.
- CONTRACT WORK HOURS AND SAFETY STANDARDS ACT (40 U.S.C. § 3701-3708). iii) 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, 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 Agreement. Supplier certifies that during the term of an award for all Agreements by Sourcewell resulting from this procurement process, Supplier must comply with applicable requirements as referenced above.

- 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 Agreements by Sourcewell resulting from this procurement process, Supplier must comply with applicable requirements as referenced above.
- v) 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 Agreement it will comply with applicable requirements as referenced above.
- vi) 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.
- vii) 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).
- viii) **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.

- ix) **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.
- x) **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.
- xi) 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 Agreement 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.
- xii) 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.
- xiii) **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.
- xiv) **NO OBLIGATION BY FEDERAL GOVERNMENT.** The U.S. federal government is not a party to this Agreement 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 Agreement or any purchase by an authorized user.
- xv) **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 Agreement or any purchase by a Participating Entity.
- xvi) **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.
- xvii) **CONFLICTS OF INTEREST.** The Supplier must notify the U.S. Office of General Services, Sourcewell, and Participating Entity as soon as possible if this Agreement or any aspect related

to the anticipated work under this Agreement 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.

- xviii) **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.
- xix) PROHIBITION ON CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT. To the extent applicable, Supplier certifies that during the term of this Agreement it will comply with applicable requirements of 2 C.F.R. § 200.216.
- xx) **DOMESTIC PREFERENCES FOR PROCUREMENTS.** To the extent applicable, Supplier certifies that during the term of this Agreement, Supplier will comply with applicable requirements of 2 C.F.R. § 200.322.

# Article 2: Sourcewell and Supplier Obligations

The Terms in this Article 2 relate specifically to Sourcewell and its administration of this Master Agreement with Supplier and Supplier's obligations thereunder.

- 1) Authorized Sellers. Supplier must provide Sourcewell a current means to validate or authenticate Supplier's authorized dealers, distributors, or resellers which may complete transactions of Included Solutions offered under this Agreement. Sourcewell may request updated information in its discretion, and Supplier agrees to provide requested information within a reasonable time.
- 2) **Product and Price Changes Requirements.** Supplier may request Included Solutions changes, additions, or deletions at any time. All requests must be made in writing by submitting a Sourcewell Price and Product Change Request Form to Sourcewell. At a minimum, the request must:
  - Identify the applicable Sourcewell Agreement number;
  - Clearly specify the requested change;
  - Provide sufficient detail to justify the requested change;
  - Individually list all Included Solutions affected by the requested change, along with the requested change (e.g., addition, deletion, price change); and
  - Include a complete restatement of Pricing List with the effective date of the modified pricing, or product addition or deletion. The new pricing restatement must include all Included Solutions 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 Agreement and will be incorporated by reference.

- 3) Authorized Representative. Supplier will assign an Authorized Representative to Sourcewell for this Agreement and must provide prompt notice to Sourcewell if that person is changed. The Authorized Representative will be responsible for:
  - Maintenance and management of this Agreement;
  - Timely response to all Sourcewell and Participating Entity inquiries; and
  - Participation in reviews with Sourcewell.

Sourcewell's Authorized Representative is its Chief Procurement Officer.

- 4) **Performance Reviews.** Supplier will perform a minimum of one review with Sourcewell per agreement year. The review will cover transactions to Participating Entities, pricing and terms, administrative fees, sales data reports, performance issues, supply chain issues, customer issues, and any other necessary information.
- 5) Sales Reporting Required. Supplier is required as a material element to this Master Agreement to report all completed transactions with Participating Entities utilizing this Agreement. Failure to provide complete and accurate reports as defined herein will be a material breach of the Agreement and Sourcewell reserves the right to pursue all remedies available at law including cancellation of this Agreement.

6) **Reporting Requirements.** Supplier must provide Sourcewell an activity report of all transactions completed utilizing this Agreement. Reports are due at least once each calendar quarter (Reporting Period). Reports must be received no later than 45 calendar days after the end of each calendar quarter. Supplier may report on a more frequent basis in its discretion. Reports must be provided regardless of the amount of completed transactions 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;
- Sourcewell Participating Entity Account Number;
- Transaction Description;
- Transaction Purchased Price;
- Sourcewell Administrative Fee Applied; and
- Date Transaction was invoiced/sale was recognized as revenue by Supplier.

If collected by Supplier, the Report may include the following fields as available:

- Participating Entity Contact Name;
- Participating Entity Contact Email Address;
- Participating Entity Contact Telephone Number;
- 7) Administrative Fee. In consideration for the support and services provided by Sourcewell, Supplier will pay an Administrative Fee to Sourcewell on all completed transactions to Participating Entities utilizing this Agreement. Supplier will include its Administrative Fee within its proposed pricing. Supplier may not directly charge Participating Entities to offset the Administrative Fee.
- 8) **Fee Calculation.** Supplier's Administrative Fee payable to Sourcewell will be calculated as a stated percentage (listed in Supplier's Proposal) of all completed transactions utilizing this Master Agreement within the preceding Reporting Period. For certain categories, a flat fee may be proposed. The Administrative Fee will be stated in Supplier's Proposal.
- 9) Fee Remittance. Supplier will remit fee to Sourcewell no later than 45 calendar days after the close of the preceding calendar quarter in conjunction with Supplier's Reporting Period obligations defined herein. Payments should note the Supplier's name and Sourcewell-assigned Agreement number in the memo; and must be either mailed to Sourcewell above "Attn: Accounts Receivable" or remitted electronically to Sourcewell's banking institution per Sourcewell's Finance department instructions.
- 10) **Noncompliance.** Sourcewell reserves the right to seek all remedies available at law for unpaid or underpaid Administrative Fees due under this Agreement. Failure to remit payment, delinquent payments, underpayments, or other deviations from the requirements of this Agreement may be deemed a material breach and may result in cancellation of this Agreement and disbarment from future Agreements.

- 11) Audit Requirements. Pursuant to Minn. Stat. § 16C.05, subdivision 5, the books, records, documents, and accounting procedures and practices relevant to this Agreement are subject to examination by Sourcewell and the Minnesota State Auditor for a minimum of six years from the end of this Agreement. Supplier agrees to fully cooperate with Sourcewell in auditing transactions under this Agreement to ensure compliance with pricing terms, correct calculation and remittance of Administrative Fees, and verification of transactions as may be requested by a Participating Entity or Sourcewell.
- 12) Assignment, Transfer, and Administrative Changes. Supplier may not assign or otherwise transfer its rights or obligations under this Agreement without the prior written consent of Sourcewell. Such consent will not be unreasonably withheld. Sourcewell reserves the right to unilaterally assign all or portions of this Agreement within its sole discretion to address corporate restructurings, mergers, acquisitions, or other changes to the Responsible Party and named in the Agreement. Any prohibited assignment is invalid. Upon request Sourcewell may make administrative changes to agreement documentation such as name changes, address changes, and other non-material updates as determined within its sole discretion.
- 13) **Amendments.** Any material change to this Agreement must be executed in writing through an amendment and will not be effective until it has been duly executed by the parties.
- 14) **Waiver.** Failure by Sourcewell to enforce any right under this Agreement 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.
- 15) **Complete Agreement.** This Agreement represents the complete agreement between the parties for the scope as defined herein. Supplier and Sourcewell may enter into separate written agreements relating specifically to transactions outside of the scope of this Agreement.
- 16) **Relationship of Sourcewell and Supplier.** This Agreement does not create a partnership, joint venture, or any other relationship such as employee, independent contractor, master-servant, or principal-agent.
- 17) Indemnification. Supplier must indemnify, defend, save, and hold Sourcewell, including their agents and employees, harmless from any claims or causes of action, including attorneys' fees incurred by Sourcewell, arising out of any act or omission in the performance of this Agreement 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 design, condition, or performance of Included Solutions under this Agreement. Sourcewell's responsibility will be governed by the State of Minnesota's Tort Liability Act (Minnesota Statutes Chapter 466) and other applicable law.
- 18) **Data Practices.** Supplier and Sourcewell acknowledge Sourcewell is subject to the Minnesota Government Data Practices Act, Minnesota Statutes Chapter 13. As it applies to all data created and maintained in performance of this Agreement, Supplier may be subject to the requirements of this chapter.

v052824

#### 19) Grant of License.

### a) During the term of this Agreement:

- i) Supplier Promotion. 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, promotional materials, and informational sites for the purpose of marketing Sourcewell's Agreement with Supplier.
- ii) **Sourcewell Promotion.** Supplier grants to Sourcewell a royalty-free, worldwide, non-exclusive right and license to use Supplier's trademarks in advertising, promotional materials, and informational sites for the purpose of marketing Supplier's Agreement with Sourcewell.
- b) **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, partners, or agents (collectively "Permitted Sublicensees") in advertising, promotional, or informational materials for the purpose of marketing the Parties' relationship. Any sublicense granted will be subject to the terms and conditions of this Article. Each party will be responsible for any breach of this section by any of their respective sublicensees.

#### c) Use; Quality Control.

- i) 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.
- ii) 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. Each party may make written notice to the other regarding misuse under this section. The offending party will have 30 days of the date of the written notice to cure the issue or the license/sublicense will be terminated.
- d) **Termination.** Upon the termination of this Agreement 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.
- 20) **Venue and Governing law between Sourcewell and Supplier Only.** The substantive and procedural laws of the State of Minnesota will govern this Agreement between Sourcewell and Supplier. Venue for all legal proceedings arising out of this Agreement between Sourcewell and Supplier will be in court of competent jurisdiction within the State of Minnesota. This section does not apply to any dispute between Supplier and Participating Entity. This Agreement reserves the right for Supplier and Participating Entity to negotiate this term to within any transaction documents.
- 21) **Severability.** If any provision of this Agreement 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 Agreement is capable of being performed, it will not be affected by such determination or finding and must be fully performed.

v052824

- 22) **Insurance Coverage.** At its own expense, Supplier must maintain valid insurance policy(ies) during the performance of this Agreement 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:
  - a) 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 Agreement.
    - \$1,500,000 each occurrence Bodily Injury and Property Damage
    - \$1,500,000 Personal and Advertising Injury
    - \$2,000,000 aggregate for products liability-completed operations
    - \$2,000,000 general aggregate
  - b) Certificates of Insurance. Prior to execution of this Agreement, Supplier must furnish to Sourcewell a certificate of insurance, as evidence of the insurance required under this Agreement. 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 provided to in an alternative manner as directed by Sourcewell. The certificates must be signed by a person authorized by the insurer(s) to bind coverage on their behalf. Failure of Supplier to maintain the required insurance and documentation may constitute a material breach.
  - c) Additional Insured Endorsement and Primary and Non-contributory Insurance Clause. Supplier agrees to list Sourcewell, including its 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 Agreement 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 Agreement can be met by either providing a primary policy or in combination with umbrella/excess liability policy(ies), or self-insured retention.
- 23) **Termination for Convenience.** Sourcewell or Supplier may terminate this Agreement upon 60 calendar days' written notice to the other Party. Termination pursuant to this section will not relieve

the Supplier's obligations under this Agreement for any transactions entered with Participating Entities through the date of termination, including reporting and payment of applicable Administrative Fees.

24) **Termination for Cause.** Sourcewell may terminate this Agreement upon providing written notice of material breach to Supplier. Notice must describe the breach in reasonable detail and state the intent to terminate the Agreement. Upon receipt of Notice, the Supplier will have 30 calendar days in which it must cure the breach. Termination pursuant to this section will not relieve the Supplier's obligations under this Agreement for any transactions entered with Participating Entities through the date of termination, including reporting and payment of applicable Administrative Fees.

# Article 3: Supplier Obligations to Participating Entities

The Terms in this Article 3 relate specifically to Supplier and a Participating Entity when entering transactions utilizing the General Terms established in this Master Agreement. Article 1 General Terms control over any conflict with this Article 3. Where this Master Agreement is silent on any subject, Participating Entity and Supplier retain the ability to negotiate mutually acceptable terms.

- 1) **Quotes to Participating Entities.** Suppliers are encouraged to provide all pricing information regarding the total cost of acquisition when quoting to a Participating Entity. Suppliers and Participating Entities are encouraged to include all cost specifically associated with or included within the Suppliers proposal and Included Solutions within transaction documents.
- 2) Shipping, Delivery, Acceptance, Rejection, and Warranty. Supplier's proposal may include proposed terms relating to shipping, delivery, inspection, and acceptance/rejection and other relevant terms of tendered Solutions. Supplier and Participating Entity may negotiate final terms appropriate for the specific transaction relating to non-appropriation, shipping, delivery, inspection, acceptance/rejection of tendered Solutions, and warranty coverage for Included Solutions. Such terms may include, but are not limited to, costs, risk of loss, proper packaging, inspection rights and timelines, acceptance or rejection procedures, and remedies as mutually agreed include notice requirements, replacement, return or exchange procedures, and associated costs.
- 3) **Applicable Taxes.** Participating Entity is responsible for notifying supplier of its tax-exempt status and for providing Supplier with any valid tax-exemption certification(s) or related documentation.
- 4) **Ordering Process and Payment.** Supplier's ordering process and acceptable forms of payment are included within its Proposal. Participating Entities will be solely responsible for payment to Supplier and Sourcewell will have no liability for any unpaid invoice of any Participating Entity.
- 5) **Transaction Documents.** Participating Entity may require the use of its own forms to complete transactions directly with Supplier utilizing the terms established in this Agreement. Supplier's standard form agreements may be offered as part of its Proposal. Supplier and Participating Entity may complete and document transactions utilizing any type of transaction documents as mutually agreed. In any transaction document entered utilizing this Agreement, Supplier and Participating Entity must include specific reference to this Master Agreement by number and to Participating Entity's unique Sourcewell account number.

- 6) Additional Terms and Conditions Permitted. Participating Entity and Supplier may negotiate and include additional terms and conditions within transaction documentation as mutually agreed. Such terms may supplant or supersede this Master Agreement when necessary and as solely determined by Participating Entity. Sourcewell has expressly reserved the right for Supplier and Participating Entity to address any necessary provisions within transaction documents not expressly included within this Master Agreement, including but not limited to transaction cancellation, dispute resolution, governing law and venue, non-appropriation, insurance, defense and indemnity, force majeure, and other material terms as mutually agreed.
- 7) Subsequent Agreements and Survival. Supplier and Participating Entity may enter into a separate agreement to facilitate long-term performance obligations utilizing the terms of this Master Agreement as mutually agreed. Such agreements may provide for a performance period extending beyond the full term of this Master Agreement as determined in the discretion of Participating Entity.
- 8) **Participating Addendums.** Supplier and Participating Entity may enter a Participating Addendum or similar document extending and supplementing the terms of this Master Agreement to facilitate adoption as may be required by a Participating Entity.

Sourcewell

Jeremy Schwartz

Jeremy Schwartz

Title: Chief Procurement Officer

7/14/2025 | 7:36 PM CDT Date:

Miovision Technologies US, LLC

E4209D233F754B9

Kurtis McBride

Title: CEO

Date: \_\_\_\_\_ 7/14/2025 | 4:38 PM PDT

v052824

# RFP 030425 - Public Safety Software

#### **Vendor Details**

Company Name: Miovision Technologies Incorporated

137 Glasgow St Suite 110

Kitchener, Ontario N2G 4X8

Address:

Contact: Bjanka Pokorny

Email: proposals@miovision.com

Phone: 226-581-2303
Fax: 866-413-2928
HST#: 980588774

#### **Submission Details**

Created On: Thursday February 06, 2025 15:09:56
Submitted On: Tuesday March 04, 2025 14:19:54

Submitted By: Bjanka Pokorny

Email: proposals@miovision.com

Transaction #: 50c03d32-c585-4fd0-b030-5618561f14f7

Submitter's IP Address: 147.243.236.7

Bid Number: RFP 030425

Docusign Envelope ID: 1015E9F2-736A-40AC-A4E9-D3A18E37E35E

**Specifications** 

#### Table 1: Proposer Identity & Authorized Representatives (Not Scored)

**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).

Table 1 Specific Instructions. Sourcewell requires identification of all parties responsible for providing Solutions under a resulting master agreement(s) (Responsible Supplier). Proposers are strongly encouraged to include all potential Responsible Suppliers including any corporate affiliates, subsidiaries, D.B.A., and any other authorized entities within a singular proposal. All information required under this RFP must be included for each Responsible Supplier as instructed. Proposers with multiple Responsible Supplier options may choose to respond individually as distinct entities, however each response will be evaluated individually and only those proposals recommended for award may result in a master agreement award. Unawarded entities will not be permitted to later be added to an existing master agreement through operation of Proposer's corporate organization affiliation.

Line Item	Question	Response *
1	Provide the legal name of the Proposer authorized to submit this Proposal.	Miovision Technologies US, LLC *
2	In the event of award, is this entity the Responsible Supplier that will execute the master agreement with Sourcewell? Y or N.	Yes *
3	Identify all subsidiaries, D.B.A., authorized affiliates, and any other entity that will be responsible for offering and performing delivery of Solutions within this Proposal (i.e. Responsible Supplier(s) that will execute a master agreement with Sourcewell).	Miovision Technologies US, LLC is the Responsible Supplier for this bid and is a subsidiary of Miovision Technologies Incorporated.
4	Provide your CAGE code or Unique Entity Identifier (SAM):	Our Unique Business Identifier is 602-819-779.
5	Provide your NAICS code applicable to Solutions proposed.	Our NAICS code is 336990.
6	Proposer Physical Address:	Miovision Technologies US, LLC WareSpace St. Paul 801 Transfer Rd, Unit G02 St. Paul, MN 55114
7	Proposer website address (or addresses):	www.miovision.com *
8	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):	Kurtis McBride, CEO 137 Glasgow St., Ste. 110 Kitchener, ON N2G 4X8 kmcbride@miovision.com 866.413.2928
9	Proposer's primary contact for this proposal (name, title, address, email address & phone):	Adam Gill, Regional Manager 137 Glasgow St., Suite 110 Kitchener, Ontario Canada N2G 4X8 adam.gill@miovision.com 800.258.4610  * Michael Harvard, Enterprise Sales Executive 137 Glasgow St., Suite 110 Kitchener, Ontario Canada N2G 4X8 mharvard@miovision.com 855.524.0538
10	Proposer's other contacts for this proposal, if any (name, title, address, email address & phone):	Miovision Customer Success Team support@miovision.com  Adam Gill, Regional Manager 137 Glasgow St., Suite 110 Kitchener, Ontario Canada N2G 4X8 adam.gill@miovision.com 800.258.4610  Michael Harvard, Enterprise Sales Executive 137 Glasgow St., Suite 110 Kitchener, Ontario Canada N2G 4X8 mharvard@miovision.com 855.524.0538

Table 2A: Financial Viability and Marketplace Success (50 Points, applies to Table 2A and 2B)

Line Item	Question	Response *
11	Provide a brief history of your company, including your company's core values, business philosophy, and industry longevity related to the requested Solutions.	Since our start in 2005, we have been devoted to solving traffic challenges by collecting, studying, and overseeing detailed traffic data to support our customers in realizing their Smart City goals. We empower our customers to gather and analyze traffic data and to track and evaluate changes in intersection movements. These analyses help traffic teams better understand traffic flow in their network and better plan infrastructure to enhance safety and the overall experience of road users. It also allows our customers to implement practical solutions to address daily traffic issues and to safeguard existing investments and infrastructure while collecting valuable data to support future plans.
		Our products are trusted by over 7,000 customers across 68 countries with 30 billion vehicles counted and 1.5 billion pedestrians counted. With over 40% of our team dedicated to product development, we are on a mission to create new opportunities to solve real-world problems today and in the future. We are headquartered in Kitchener, Canada, with additional operations in the United States, Germany, and Serbia.
		When Global Traffic Technologies, LLC (now Miovision Technologies US, LLC) joined Miovision in 2023, our expertise in the preemption and priority industry grew significantly. Since then, we have expanded our offerings through the Opticom product line to reach beyond just traffic and into the world of public safety and transit. Our Opticom priority control solutions serve all modes of transportation with the flexibility to integrate with the latest and legacy traffic and vehicle infrastructure.
		Opticom has been a market leader for more than 55 years in priority and preemption solutions that include transit signal priority and emergency vehicle preemption, enabling connected vehicles and smart mobility. These technologies enable the safe, efficient passage of designated vehicles through select intersections by altering signal phases to give priority vehicles a green light and quickly return the intersection to normal operations. Opticom pioneered the connected vehicle space, being first introduced in 1968 (by 3M) and growing to more than 180,000 connected vehicles and intersections since that time.
		Please refer to Figure 1. Miovision Installation Locations.
		Our team is relentless in the pursuit of perfecting solutions to challenges facing urban mobility. From safety to efficiency, we strive to help cities become their best. Through the implementation of Miovision One, a platform designed for both Miovision and other traffic management applications, our ultimate goal is to give our clients one platform to access the capabilities needed for their traffic networks to flourish and evolve.
		Our ambitious goals are reflected in our acquisition history. These acquisitions are helping us rapidly add new, high-quality applications to our customers. We can deliver these tools via our network of devices at the roadside and intersection, reducing the upfront cost of deploying data-driven solutions that can help cities make their transportation networks safer and cleaner while supporting broader urban planning objectives.
		Please refer to Figure 2. Acquisition History.
12	What are your company's expectations in the event of an award?	We expect to direct our many city and state agencies to this Sourcewell contract, so they may more confidently purchase our goods and services. We expect participating entities to receive the following benefits: get local dealer access with the national buying power of cooperative purchasing save time and money over other procurement methods assist these agencies by targeting specific needs, which are delivered cooperatively more effectively  With this contract in place, our government customers will be able to avoid costly and lengthy RFQs and to purchase with a guaranteed discount from this highly credible and vetted contract.
13	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. DO NOT PROVIDE ANY TAX INFORMATION OR PERSONALLY IDENTIFIABLE INFORMATION.	Miovision, a Canadian company founded in 2005, specializes in traffic management solutions. With over 400 global employees and C\$440 million in investments, including a recent \$296 million funding round, we are financially strong. We help cities achieve "Smart City" goals by processing traffic data from 30 billion vehicles and 1.5 billion pedestrians across 63 countries, serving 7,000 customers. Through acquisitions like Global Traffic Technologies, LLC, Traffop, Rapid Flow, and MicroTraffic, we have enhanced our technology, expanding into areas like signal performance, adaptive control, and safety analytics, cementing our industry leadership. Please see our attached Miovision Financial Letter for more information.

14	What is your US market share for the Solutions that you are proposing?	Our Public Safety solutions are approximately 40% of the market share within the applicable customer base in the United States.
15	What is your Canadian market share for the Solutions that you are proposing?	Our Public Safety solutions are approximately 70% of the market share within the applicable customer base in Canada.
16	Disclose all current and completed bankruptcy proceedings for Proposer and any included possible Responsible Party within the past seven years. Proposer must provide notice in writing to Sourcewell if it enters a bankruptcy proceeding at any time during the pendency of this RFP evaluation.	We have no current or completed bankruptcy proceedings.
17	How is your organization best described: is it a manufacturer, a distributor/dealer/reseller, or a service provider? Answer the question that best applies to your organization, either a) or b).  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?	Miovision is the manufacturer and employs a dealer network model and a direct sales model, depending on the contracts we negotiate with our dealer partners and clients. These vary by territory as they are based on our high standard for our brands sales, service, and overall customer satisfaction.  Our partner lists are always kept up to date at https://miovision.com/where-to-buy/, so clients can find sales, service, or support for their location at any time. Miovision directly employs experienced sales, service, and support teams to support both our dealer network and our end users.
18	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.	Not applicable.
19	Disclose all current and past debarments or suspensions for Proposer and any included possible Responsible Party within the past seven years. Proposer must provide notice in writing to Sourcewell if it enters a debarment or suspension status any time during the pendency of this RFP evaluation.	We have not been suspended or debarred.

20	Describe any relevant industry awards or recognition that your company has received in the past five years.	Celebrating Success as a Technology Fast 50™ 2024 Winner Miovision has been recognized as an Enterprise-Industry Leaders award winner as part of the 2024 Technology Fast 50™ awards program. With our growth percentage of 348%, we have ranked ninth in the Enterprise-Industry Leaders category. This award recognizes the fastest-growing, enterprise-level technology, media, and telecommunications companies by revenue growth percentage over their last four years of operation. This category is open to companies that recorded a minimum revenue of \$10 million in 2020 and \$50 million in 2023.  By developing advanced traffic management systems and predictive modeling tools, we not only enhance the efficiency of transportation networks, but also contribute to reducing congestion and improving air quality in cities. This recognition is a testament to our relentless dedication to creating sustainable, intelligent solutions that revolutionize how we move within urban environments.  The Technology Fast 50 program is Canada's pre-eminent technology awards program. It recognizes business growth, innovation, and entrepreneurship in four distinct categories: Technology Fast 500 program is Conada's pre-eminent technology companies in the United States and Canada in partnership with the North American Technology Fast 500 program. Program sponsors for 2024 include RBCx, Osler, EDC, CCI, TMX, Clarity, and Lafond. For more information, visit www.fast50.ca.  Being named a Technology Fast 50™ 2024 winner is a testament to our impact on the global transportation landscape. This recognition underscores our ability to address pressing global challenges, such as urban congestion and environmental sustainability. By leading the charge in smart transportation, we play a needed role in shaping the future of urban mobility, https://miovision.com/celebrating-success-as-a-technology-fast-50-2024-winner/ Miovision achieved recognition as one of Canada's Top Growing Companies with an impressive 348% revenue growth over the last three years, as highl
21	What percentage of your sales are to the governmental sector in the past three years?	The percentage of our sales to the governmental sector for the past three years is 52%.
22	What percentage of your sales are to the education sector in the past three years?	The percentage of our sales to the education sector for the past three years is 0.71%.
23	List all state, cooperative purchasing agreements that you hold. What is the annual sales volume for each of these agreement over the past three years?	North Carolina Sheriffs' Association (NCSA) - New, \$100,000 annual Target Virginia Sheriffs' Association (VSA) - New, \$125,000+ annually Lake County, (FL?) Contract 2022 - \$100,000 annually Washington State, Department of Enterprise Services - New
24	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?	Miovision does not hold a GSA or SOSA contract.

## Table 2B: References/Testimonials

Line Item 25. Supply reference information from three customers who are eligible to be Sourcewell participating entities.

Entity Name *	Contact Name *	Phone Number *	
City of Detroit, Michigan	Johnny Chee	313.319.8477 (m)	*
County of Fairfax, Virginia	OfficeoftheFireChief@fairfaxcounty.gov	703.324.7329	*
Capital District Transit Authority in Albany, New York	Thomas Guggisberg	518.779.2382	*

#### **Table 3: Ability to Sell and Deliver Solutions (150 Points)**

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

Line	Question	Response *	
Item		·	

26 Sales force

We have a fully staffed and highly developed sales team, not only in the U.S. and Canada but also throughout the world. These teams serve as the crucial front-line staff directing efforts to develop and sell public safety projects. At the time of submission, we employ 429 talented associates globally.

Our sales force consists of 38 account managers, enterprise sales executives, business development representatives, solution engineers, and customer success managers. This team is strategically located across the U.S. and Canada, ensuring comprehensive coverage and responsiveness to customer needs. The majority of Miovision's sales and service personnel are direct employees, ensuring consistent quality, accountability, and alignment with corporate objectives. However, we also collaborate with channel partners, whose external sales teams supplement internal efforts. These partnerships expand Miovision's reach while maintaining a high level of training and integration.

Miovision's sales and service functions are closely intertwined to ensure seamless customer experiences. Solutions Engineers and Customer Success Managers (description in response to #28) work alongside AEs to provide technical expertise and to ensure post-sale satisfaction. This alignment guarantees that Sourcewell's participating entities have the necessary support throughout the entire sales and service lifecycle.

Miovision's comprehensive approach to sales and service ensures that Sourcewell participating entities have access to industry-leading solutions tailored to their needs. With a well-distributed network of AEs, dedicated support teams, and strategic use of both direct employees and channel partners, we deliver high-quality, safety-focused solutions that enhance mobility and public safety. This strong operational foundation enables Miovision to provide reliable, scalable, and effective services to Sourcewell entities throughout North America.

Account Executives

Account Executives (AEs) are responsible for sales within their assigned geographical territory, ensuring that no single AE is overburdened. Most territories encompass four or five states, though larger states like California and Texas may have multiple AEs, while less populated regions may cover more than five states. AEs oversee all aspects of customer engagement, including sales, planning, forecasting, marketing, and execution. This structure ensures that Sourcewell participating entities receive consistent and informed guidance throughout the purchasing process.

Each AE leads a Territory Team, which consists of the following:

Solutions Engineers: Provide technical expertise and support to optimize customer solutions.

Sales Development Representatives (SDR): Generate leads and initial customer engagement.

Customer Success Managers (CSM): Ensure ongoing customer satisfaction and postsale support.

These teams are further supported by:

Sales Operations Department: Handles pricing, RFQs, RFPs, RFIs, grant research and development, product releases, and much more.

Salesforce Management Team: Manages and optimizes the Salesforce CRM to streamline operations, to enable sales efforts, and to capture robust metrics for analysis.

Channel Partners Department: Oversees recruitment, onboarding, training, and contractual management of third-party sales resources known as Channel Distribution Partners.

Solutions Engineers

Solutions Engineers play a crucial role in Miovision's ability to meet Sourcewell participants' public safety needs. These experts provide technical support and expertise to ensure that customers receive tailored, high-performance solutions with the capability of being integrated further into existing client central software systems and platforms. These knowledgeable engineers work closely with Account Executives and Customer Success Managers to address technical requirements, to communicate capabilities, to assist in deployments, to manage Pilot and Proof of Concept projects, and to support ongoing product utilization. They often function as the liaison between the field sales teams and the software development teams, working to ensure we remain on top of evolving customer needs.

27	Describe the network of Authorized Sellers
	who will deliver Solutions, including dealers,
	distributors, resellers, and other distribution
	methods.

Our mission to provide an exceptional experience for Miovision customers worldwide relies on our best-in-class distribution and solution partners to help us. The Miovision Partner Program is designed to reward channel partners for selling Miovision products and solutions and to provide our partners with ongoing education and support to ensure our businesses can grow together. These partners range in size from large multistate organizations with teams of support experts and sales professionals to smaller, regional distributors covering a single state with small, focused teams. Most of our channel partners are focused on one of three industries: Intelligent Transportation Systems; Emergency Vehicle Preemption and Transit Signal Priority, and finally, Data Collection. Some dealers may sell all three, but often, data collection tends to be a separate category. Included in this network of authorized sellers are also contractors and consultants but that is more rare.

Our Channel Partners tend to be established, veteran vendors for hardware and solution sales to end users, who are most often city, state, and federal transportation departments. These channel partners have long established relationships with our end users and supply them with a variety of goods and services. They have established sales professionals who routinely interact with our end users. They have technicians who troubleshoot, assist with installations, and conduct training for our various product lines. They often carry products from other established manufacturers in our industries but not competitive products. They respond to RFQs and RFIs, attend industry conferences, promote us on social media, and generally act as our most forward collectors of information from our clients.

28 Service force.

Customer Support Team

Our Customer Support Team consists of 17 people, who support customers remotely. They are direct employees of Miovision and are distributed throughout the U.S. and Canada and, in many instances, are located in Key Strategic territories. Due to the team being distributed, we provide support coverage from 7:00 AM to 7:00 PM Fastern

Miovision One Platform training may be completed on-site. Additionally, we are open to offering third-party support through a qualified contractor at an agreed-upon additional cost, if so desired by participating entities. We are also open to including participating entities' approved on-call contractors in training sessions to assist with any ongoing support.

To initiate the technical support process, users will open a Miovision support ticket through email, phone, or our website. Once your request is received, our Tier 1 technical support team will assess the issue and attempt to provide a solution. We have internal issue routing that will ensure that issues that cannot be resolved by our front line support personnel are escalated and assigned to technical resources for resolution within the SLAs outlined below.

Our support team uses commercially reasonable efforts to provide technical or sales support to process warranty claims and to route calls to other departments. For technical issues, a ticketing system is in place to track cases through to resolution, escalating within the organization if/where necessary to ensure calls are resolved as quickly as possible. Urgent requests are responded to within 24 hours with the following resolution timeline.

Please refer to Table 1. Resolution Timeline.

Customer Success Managers

We have a dedicated team of Customer Success Managers (CSMs), who work to scope and establish success criteria with each project. Our CSM team has extensive experience with cabinet setup, integration with Traffic Management Center, and other individual tool systems (e.g. central management systems, video management CSM, cabinet device components). Each customer will have a single point of contact on the CSM team, even beyond initial installation and setup.

Your assigned CSM will coordinate with participating entities to ensure Miovision support for the following:

Initial training of the installation team remotely or "one time" on-site at project kick-off optional

Remote support as needed for the installation team during equipment installation, terminating POE. (Tech support takes the initial contact with the customer, and the CSM becomes part of the resolution process if escalated.)

As intersection equipment installation is completed, your CSM will remotely configure detection, turning movement counts, controller access for telemetry as required by the participating entity. Your CSM will also perform on-site training for end users after installation/configuration is complete.

Throughout installation and configuration, your CSM will be available for any questions or troubleshooting. A project timeline will be developed by the CSM in collaboration with the participating entity's team after contract signing and an initial project kick-off meeting.

Implementation & Configuration

Contact your CSM (or support) in advance if you know you're installing new hardware and need help with the configuration process.

CSMs can help with configuration questions and optimization, especially while you and your team are learning about the hardware and software processes.

Account Level Support

CSMs work in tandem with our Support Team to ensure customer satisfaction. CSMs tend to work on support at the "account level" for customer escalations, unique configurations or widespread issues that require a more detailed investigation.

Not sure whether to contact your CSM or Support? Email support at support@miovision.com and CC your CSM. We'll address your issues as soon as possible.

Partner & Customer Training

We're available to help support you and customers with training sessions on Miovision One and how to get the most out of our platform.

We want to help you sell! Let us meet customers and show off features. We're always happy to help and are experts in Miovision software.

Customer Feedback & Escalation Management

Something not working? Is there a better way to do it? Let the CSM team know. We work closely with product teams to provide partner and customer feedback.

If a customer isn't happy with Miovision products or services, involve your CSM to help make the situation right.

29	Describe the ordering process. If orders will be handled by distributors, dealers or others, explain the respective roles of the Proposer and others.	Orders typically come to Miovision either through our direct sales efforts, led by our employees, or from our distribution channel partners. Most of our channel partners have exclusive rights to a market and sell our products in these given territories. These territories closely align with the account executives' respective regions but sometimes cover more than a single AE's territory.  Often the account executive teams engage in online market searches for projects and/or direct sales efforts in the field. These efforts uncover potential opportunities, which must be developed into a project, complete with specifications and exact deliverables. For these projects, the AE works alongside their team, and potentially a channel partner, to create a complete proposal. The AE presents the completed proposals with time-sensitive quotes. The channel partner adds our quote to any additional products in need of quoting and resell as appropriate.  While some sales are transactional and require no competitive procurement process, most follow the typical sales processes needed for government competitive bidding. In instances where our channel partners are leading, Miovision's role is supportive and includes competitive analysis and subsequent pricing strategies. However, all purchases in these instances flow through the channel partner to Miovision.  In cases where Miovision is directly selling to the end user, we are responsible for every facet of the quoting, bidding, and ordering process. No matter who is administrating the sale, Miovision will require a signed quote or purchase order from the customer. The PO will stipulate price, payment terms, shipping terms, exact quantities and per-unit pricing, discounts, the billing address of the customer, and the shipping address of the customer. Upon receipt of the purchase order or signed quote, Miovision will notify the customer or channel partner that the order has been received and is being processed. Further details, such as tracking numbers, etc., may	*
30	Describe your product implementation strategy. If utilizing installation partners, describe and define their role in the strategy.	be communicated to the customer if requested.  Participating entities (PE) can envision your implementation as consisting of the following three phases of work.  Installation Team Training - Remote support will be provided as needed for the installation team during equipment installation.  Activating the Proposed Applications - As intersection equipment installation is completed, your Customer Success Manager (CSM) will remotely configure the system as required by participating entities.  Dedicated Support - Ongoing support is accessible to all customers after installation at support@miovision.com.  To ensure a successful implementation, we propose a detailed project scope and timelines as shown. Dates will be finalized following contract signing and approval from the PE's team.  Please refer to Table 2. Project Scope and Timelines.  At times, Miovision may use installation partners based on the requirements of the project and the client. These may be subcontractors of Miovision, or we can work with directly contracted City partners as well when and where necessary.	*
31	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.	Our Support Services will be carried out remotely. Miovision One Platform training may be completed on site. Additionally, we are open to offering third-party support through a qualified contractor at an agreed-upon additional cost if so desired by participating entities. We are also open to including participating entities' approved on-call contractors in training sessions to assist with any ongoing support. Support is available from 7:00 AM to 7:00 PM Eastern.  Our Customer Support Team uses commercially reasonable efforts to provide technical or sales support to process warranty claims and to route calls to other departments. For technical issues, a ticketing system is in place to track cases through to resolution, escalating within the organization if/where necessary to ensure calls are resolved as quickly as possible. Please refer to our response to Question 28 above for more details on our support services.	*
32	Describe your ability and willingness to provide your products and services to Sourcewell participating entities in the United States.	Miovision provides critical city infrastructure, including life saving emergency vehicle preemption communication systems to thousands of clients across the U.S. We have worked with cities to create solutions for their unique issues and have many repeat clients. Our products and solutions are sold in every U.S. state with direct support from us and from our certified dealer network.	*
33	Describe your ability and willingness to provide your products and services to Sourcewell participating entities in Canada.	Just as we do in the U.S., Miovision provides critical city infrastructure, including life saving emergency vehicle preemption communication systems, to hundreds of clients across Canada. We have worked with cities to create solutions for their unique issues and have many repeat clients. Our products and solutions are sold in every province with direct support from us and from our certified dealer network in Canada.	*
34	Identify any geographic areas of the United States or Canada that you will NOT be fully serving through the proposed agreement.	We provide support to all geographic areas in the United States and Canada with no exceptions.	*
35	Identify any account type of Participating Entity which will not have full access to your Solutions if awarded an agreement, and the reasoning for this.	Any participating entity will be able to purchase our goods and services through the Sourcewell agreement.	*

Define any specific requirements or restrictions that would apply to our participating entities in Hawaii and Alaska and in US Territories.	Currently, Miovision has no specific requirements that would apply to any participating entities in Hawaii, Alaska, and U.S. Territories.	*
Will Proposer extend terms of any awarded master agreement to nonprofit entities?	Miovision will extend terms of our agreement to any entities, including non-profit ones.	*

## **Table 4: Marketing Plan (100 Points)**

Line Item	Question	Response *	
38	Describe your marketing strategy for promoting this opportunity. Upload representative samples of your marketing materials (if applicable) in the document upload section of your response.	The Miovision marketing team develops execution strategies based on the opportunity. A partnership announcement, for example, would be supported by creating content for our online, social, and email channels, ensuring the partner is mentioned and tagged. We continuously monitor engagement and results.  Blog examples - https://miovision.com/blog/ LinkedIn posts - https://www.linkedin.com/company/miovision-technologies/posts/?feedView=all	*
39	Describe your use of technology and digital data (e.g., social media, metadata usage) to enhance marketing effectiveness.	The marketing team uses a 360 digital marketing approach to build successful campaigns that support the full marketing funnel. Paired with a strong brand website and prioritization of SEO-rich content on the site, the marketing team uses a mix of channels to drive inbound traffic (SEM, social media, high-quality backlinks, etc.)	*
40	In your view, what is Sourcewell's role in promoting agreements arising out of this RFP? How will you integrate a Sourcewell-awarded agreement into your sales process?	On the marketing side, the expectation from our partners would be to feature Miovison on their available channels, which include, but are not limited to, social, email, online, etc., starting with a partnership announcement. Touchbase meetings to brainstorm future marketing opportunities are encouraged.  It is our hope that Sourcewell will promote our award to their channel of eligible agencies and offer support to agencies that may not participate today that wish to. We will train and educate our internal sales team and external partners about the Sourcewell contract award and how to propose it as a procurement method to potential clients.	*
41	Are your Solutions available through an e-procurement ordering process? If so, describe your e-procurement system and how governmental and educational customers have used it.	Miovision has used e-procurement systems that have been required by states and municipalities to register for bid notices, to submit RFP responses, and to transact purchases via government issued purchase orders; however, we do not host an E-Procurement system ourselves.	*

Table 5A: Value-Added Attributes (100 Points, applies to Table 5A and 5B)

Line Item	Question	Response *	
42	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.	Training will be provided by our team. Data access and data requests are covered as part of the onboarding training. There will be an initial series of training sessions provided once all intersections are implemented. Beyond the initial training, participating entities may request training as required by your team. We also host a series of online help articles and video-based training sessions on our help.miovision.com site. This site houses resources for customers to access as needed.  Participating entities can envision your implementation as consisting of the following three phases of work.  Installation Team Training - Remote support will be provided as needed for the installation team during equipment installation.  Activating the Proposed Applications - As intersection equipment installation is completed, your Customer Success Manager (CSM) will remotely configure the system for Detection and optional ITS additional features, such as turning movement counts as required by participating entities. Some of the solutions, such as Adaptive, Near Miss, and Traffop will require an implementation expert from those solution teams to fully install, implement, and test the software.  Dedicated Support - Ongoing support is accessible to all customers after installation at support@miovision.com.  Offerings and cost vary, depending on the scope of work negotiated for each deal and are priced accordingly. We offer hands-on support for specialized applications and unique use cases at an hourly rate through our professional services team. We also have local distribution partners in all 50 states to assist in maintenance and training in addition to the support services offered by Miovision.	
43	Describe any technological advances that your proposed solutions offer.	Our broad solution set, including those of the companies we have acquired, has brought about many technological advancements that have coalesced into a singular platform intended to optimize all aspects of intersection operation.  In the Emergency Services industry, Opticom was the first ever emergency vehicle preemption (EVP) solution on the market almost sixty years ago. The infrared technology allowed emergency vehicles to send an alert through flashing lights to the receivers at the intersection to clear the path and allow those vehicles to safely reduce their response times. Since then, we have created two new forms of vehicle preemption, leveraging radio and cloud	

technologies respectively, and we have expanded into the transit space by utilizing a lower priority operation called transit signal priority (TSP).

In addition to these high-level distinctions, we are able to leverage relative priority to further categorize equipped vehicles to ensure the most urgent request is handled by the controller. Through the newer cloud-based preemption model, we can now integrate EVP and TSP into other intersection technologies and provide enhanced data and tooling.

All configuration can now be done completely through the cloud. This includes: virtual approach zones, vehicle configurations, relative priority thresholds, and conditional priority. Conditional priority, used mostly for TSP, allows for calls to be placed only when appropriate. Various controls can be leveraged for conditional priority, including headway, schedule adherence, occupancy, and more.

The additional data available in the cloud platform allows users to track the health of the system as well as the exact number of calls made by each vehicle and received by each intersection. This solves the historical concern of EVP and TSP as a "black box" technology lacking in functional transparency. Additional data points include travel, dwell, and drive times for transit vehicles and a live map that shows all deployed vehicles and how those vehicles interact with intersections as they move through the city in near-real time.

Miovision is newer than Opticom, entering the market with temporary count stations, called Scouts, which continue to lead that market today. Scout was designed to replace the need for manual counts at the intersection or by reviewing camera footage. It does this by collecting video footage that is then run through a computer vision system designed to classify and track each vehicle and object that enters the frame. This innovation allows for much faster and more accurate data collection for traffic engineering studies. The new Scout Plus expanded on this by expediting data processing, reducing time to deploy, and increasing the onboard battery capacity.

Leveraging the computer vision backbone of the Scout system, Miovision released our first detection and permanent counts system through the SmartSense device. The SmartSense acted as an add-on to the existing SmartLink, which was designed to provide cellular service to an intersection and to collect telemetry and other signal data from the controller for remote monitoring and alerting.

The detection system leveraged the Miovision SmartView 360 to detect in all directions, using a single camera, and to accurately classify vehicles and to count each movement. The custom Panasonic camera introduced many technical innovations, including a heated lens and a hydrophobic casing to reduce ice build up, fog, glare, and low light resilience, a simplified one-cable POE installation, POE port surge protection, and more, which can be investigated further in our camera specifications attachment. This three-device system was the first detection solution on the market to be fully IP addressable, remotely configurable, and automatically updated with no manual effort.

With the success of our first permanent counts and detection solution, the next step was to combine them into one device called the Miovision Core. This system had all the capabilities of the SmartLink and SmartSense under the DCM version with the innovation to swap out the DCM module, which contains two NVIDIA GPUs for a simple fan module if the application does not warrant the additional processing power.

It also increased our overall camera capacity to three cameras directly connected to the device and up to six cameras with a POE Switch. This addition enabled us to release our SmartView Approach camera to add advanced detection on top of the leading edge 360 stopbar detection. As we continued to improve our Detection solution's accuracy and functionality, we also added the capability to detect pedestrians in the crosswalk using our 360 camera, so we could extend the associated vehicle phase or hold the all red to add a significant safety check at the intersection and to reduce pedestrian fatalities.

The Miovision Core not only improved and simplified the existing solution, it also added the ability to run third-party applications on the device that can leverage the same cameras, processors, and network infrastructure. This led to partnerships, which later became acquisitions of Opticom, Surtrac Adaptive, and MicroTraffic Safety. These partnerships began because of the unique functionality of the Core device. Along with acquisitions of Traffop ATSPMs, all these different systems were integrated into the new Miovision One software platform, which now serves as a hub for all of these different applications. Merging these functionalities together allows our users to expedite their daily operations by seeing all the data and system health information in one place instead of toggling between different applications.

Surtrac Adaptive, now Miovision Adaptive, introduced an entirely new way to perform adaptive control. Many older systems, like the famous Australian SCATS system, review previous cycles of data and communicate those to regional servers before sending plans back down to influence the next cycles of traffic. Miovision Adaptive takes a more direct approach by adapting traffic second by second by leveraging a combination of stopbar, exit, and advanced detection to understand exactly where vehicles are moving. The proprietary algorithms then calculate the optimal way to move as many vehicles as far as possible within the bounds of customizable limitations. It is also able to take into consideration things like pedestrians in the crosswalk and approaching transit vehicles. This makes it a truly real-time adaptive solution for all road users that is capable of operating on corridors and complex grids.

MicroTraffic Safety, now Miovision Safety, introduced a novel way to identify near misses at intersections and other junctions. Instead of tracking simple events, like vehicles that are stopping too close to each other, the system specifically looks for potentially fatal interactions and categorizes them based on the objects and movements involved as well as the severity of the near miss. This allows users to understand how many near misses involved eastbound

		vehicles taking a left turn into pedestrians. This was further innovated upon post-acquisition by moving from a studies-based platform to a continuous data collection model and adding Conflict Clips, which capture each individual near miss in a short video clip for individual review. This system goes far beyond other platforms or crash data to tell you exactly where the risks are at your intersections and gives users the opportunity to watch those events unfold to understand exactly what is going on and to give traffic engineers insight to make changes to mitigate future accidents.  Miovision Traffop took the existing system for ATSPM data collection commissioned by the USDOT and made it much easier to parse through data and find the information you're looking for without any dedicated hardware in the intersection or any dependence on a specific controller or detection vendor. This enables many novel features, including agnostic intersection and detector monitoring, broad intersection and corridor-based performance measures, and specialized dashboards for signal techs, traffic engineers, and city managers, respectively. We also partnered with Waze to provide the most accurate travel time data on the market to track where the most engineering effort should be directed to optimize traffic flow.  Moving forward, we aim to stay at the top of intersection-based operations and move into the V2X space by leveraging our newest acquisition, TTS. Our V2X applications will bring in a new aspect of intersection operations by communicating important information to vehicles, including when their light will turn green and if there is a pedestrian in their path. We are investigating and designing for how best to account for all road users and improve operations, efficiency, and safety.	
44	Demonstrate your solution's capabilities in data privacy, integrity, storage and protection standards, and the adherence of your products and services to applicable cybersecurity and industry standards, such as but not limited to the requirements of the Criminal Justice Information Services (CJIS), the Health Insurance Portability and Accountability Act (HIPAA), etc.	Not applicable as we do not collect, process, or maintain criminal justice or history record information, health-related data, tax or social security information, or financial data.	k
45	Describe your data backup and recovery solutions.	We have a Disaster Recovery (DR) plan, which includes emergency contacts, key infrastructure components, and recovery details along with plans should a failure arise. We also have a standard Incident Response (IR) plan that coordinates all of our contacts and streamlines our response efforts to any incidents. We store data backups in two separate AWS servers. All servers are located in the Continental United States and adhere to AWS best practices.	
46	Demonstrate your connectivity, interoperability and integration capabilities between your offered solution(s) and other software systems.	Our intersection systems were intentionally designed for interoperability as a necessity of our segment of the industry. Many aspects of our system are built to adhere to industry standards like NEMA and controller protocols. We ensure all of our technologies are built to integrate with common controller vendors and models to expand our viable install locations and make implementation as easy as possible for our customers. We also make it as easy as possible to work with our data. We have remote APIs that are included in software purchases to pull data into other systems, we can leverage a local API to facilitate third-party applications at the intersection like dynamic signage, we have a protocol in place to enable third-party vendors to leverage our onboard cellular modem, and we can populate our video feeds in most management tools using an industry-standard RTSP stream.	

	Te "		1
47	Describe any "green" initiatives that relate to your company or to your solutions, and include a list of the certifying agency for each.	Miovision Sustainability and Impact Report We're dedicated to tracking our progress to drive meaningful improvements as a business. Our Sustainability and Impact Report highlights the steps we've taken so far, including: establishing our baseline greenhouse gas emissions upgrading our headquarters with energy-efficient systems offsetting 100% of emissions generated from business travel As a reflection of our commitment to transparency and continuous improvement, we work towards creating a greener, more sustainable future. We take a holistic approach to transportation planning and innovation. We help our customers make strides towards a future where mobility is not only efficient but also environmentally responsible and socially inclusive. By providing a diverse array of solutions, from optimizing traffic signals and enhancing transit reliability, to promoting biking and pedestrian activity, our products play a pivotal role in shaping a more sustainable and efficient transportation ecosystem. Operationally, we track Scope 1, 2, and 3 Greenhouse Gas emissions annually. We recently published our inaugural ESG report and carbon commitment, which highlights our efforts and achievements in sustainability. Participating entities can read the full report at https://miovision.com/reports/sustainability-impact-phase-one/ We have taken significant steps to reduce facilities emissions through waste diversion programs, sustainable lighting systems, leasehold improvements to reduce or recycle heat loss, to test water recirculation, sustainability-focused employee engagement programming, funding carbon sequestration planting projects, and reducing our leased property footprint. Policy changes to our supplier and vendor vetting standards now include environmental and human rights screening. Vision to Action: Inside Miovision's Green Team Initiatives Many factors contribute to the climate crisis, but human activity is at the forefront. The road transportation sector alone accounts for 12% of global greenhouse gas emissions. We	
48	Identify any third-party issued ecolabels, ratings or certifications that your company has received for the solutions included in your Proposal related to energy efficiency or conservation, life-cycle design (cradle-to-cradle), or other green/sustainability factors.	The letters "CE" appear on many products traded on the extended Single Market in the European Economic Area (EEA). They signify that products sold in the EEA have been assessed to meet high safety, health, and environmental protection requirements. The CE marking applies to the following Miovision products.  Scout Plus Scout Plus Batteries  Scout Plus Battery Charger  SmartView 360  SmartView Approach	*
49	What unique attributes does your company, your products, or your services offer to Sourcewell participating entities? What makes your proposed solutions unique in your industry as it applies to Sourcewell participating entities?	We occupy a unique position in the market not merely because of our innovative features but because of the grander functional ecosystem of the products we offer. With one hardware device in each cabinet, we can provide Adaptive Control, Emergency Vehicle Preemption, Transit Signal Prioritization, Vehicle Detection, Multimodal Turning Movement Counts, Continuous Near-Miss Tracking, Traffic Performance Measures, and more. Each of those systems is remotely configurable and populates data and charts in the same platform accessible at miovision.one.  We remain competitive in each of these fields; however, with our multi-agency crossfunctionality, we go beyond one market to offer a truly unique and simplified means of providing broad intersection capabilities. We are also breaking into the V2X market using the same technological backbone to further expand our reach, to go beyond our competition, and to provide a truly comprehensive platform for intersection functionalities and data collection.	*

# Table 5B: Value-Added Attributes

Line Item	Question	Certification	Offered	Comment
50	Select 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 and a listing of dealerships, HUB partners or resellers if available. Select all that apply.		© Yes C No	See answers to questions 51 through 58.
51		Minority Business Enterprise (MBE)	€ Yes € No	Our partner, JO Herbert is a minority-owned business. Please see the attached certificate.
52		Women Business Enterprise (WBE)	C Yes No	Not applicable.
53		Disabled-Owned Business Enterprise (DOBE)	∩ Yes ⓒ No	Not applicable.
54		Veteran-Owned Business Enterprise (VBE)	∩ Yes ເ No	Not applicable.
55		Service-Disabled Veteran-Owned Business (SDVOB)	C Yes © No	Not applicable.
56		Small Business Enterprise (SBE)	© Yes	Our partner, Shah and Associates, is a certified Disadvantaged Business Enterprise and Small Business Enterprise in the state of Hawaii. Please see the attached certificates.  Our partner, J.O. Herbert Company, is certified by the Department of Small Business & Supplier Diversity as a Small Business. The Certification Number is 9860. Please see the attached.
57		Small Disadvantaged Business (SDB)	C Yes No	Not applicable.
58		Women-Owned Small Business (WOSB)	© Yes ○ No	Our partner, JO Herbert is a woman-owned business. Please see the attached certificate.

# Table 6A: Pricing (400 Points, applies to Table 6A and 6B)

Provide detailed pricing information in the questions that follow below.

Line Item	Question	Response *	
59	Describe your payment terms and accepted payment methods.	Our payment terms vary by customer requirements, but generally, we have net30 credit terms with our clients. We also accept Visa, Master Card, and American Express, and our preferred method of payment is ACH or wire. Special payment terms may be extended for specific opportunities as needed.	*
60	Describe any leasing or financing options available for use by educational or governmental entities.	We do not offer leasing or financing services, but we have a unique flexible pricing structure that allows our clients to purchase up front as capital or as a subscription with an annual payment.	*
61	Describe any standard transaction documents that you propose to use in connection with an awarded agreement (order forms, terms and conditions, service level agreements, etc.). Upload all template agreements or transaction documents which may be proposed to Participating Entities.	Our standard transaction documents have been provided via links to our webpages to ensure the version that participating entities have access to is the most updated version of these important documents. Master Services Agreement - https://miovision.com/legal/msa/Terms of Use - https://miovision.com/legal/terms-of-use/	*

62	Explain your licensing process and the service agreements required of end users.	Miovision sells software solutions with flexible licensing models, so agencies with varying budget types and available funding can be invoiced for licenses as a one-time payment or have flexible annual payment options. Service agreements are required as part of the contract to clearly define the project installation and ongoing support terms and conditions. A copy of a sample Master Service Agreement is included with our submission, but we regularly work with clients to adapt it to the needs of the project or applicable local regulations. Our standard transaction documents have been provided via links to our webpages to ensure the version that participating entities have access to is the most updated version of these important documents. Master Services Agreement - https://miovision.com/legal/msa/Terms of Use - https://miovision.com/legal/terms-of-use/	*
63	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 P-card procurement and do not currently have any fees associated for customers who process payments using P-cards.	*
64	Describe your pricing model (e.g., line-item discounts or product-category discounts). Provide detailed pricing data (including standard or list pricing and the Sourcewell discounted price) on all of the items that you want Sourcewell to consider as part of your RFP response. If applicable, provide a SKU for each item in your proposal. Upload your pricing materials (if applicable) in the document upload section of your response.	Miovision has submitted special discounted pricing for use by Sourcewell participating agencies. Please review the Miovision Opticom Public Safety Software Pricelist for specific details.	*
65	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.	Miovision has submitted an initial 3% off our published MSRP to Sourcewell participating agencies. We reserve the right to apply further discounts for promotions or other special terms.	*
66	Describe any quantity or volume discounts or rebate programs that you offer.	Miovision would consider a larger discount for large volume orders, or at times, we offer trade-in programs with our clients to ensure they have the latest technology, but these are handled on a case-by-case and/or limited basis.	*
67	Propose a method of facilitating "sourced" products or related services, which may be referred to as "open market" items or "non-contracted items". 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.	Miovision is happy to offer our clients non-contracted items as part of a larger project, but these are handled on a case-by-case or project by project request.	*
68	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.	All current pricing and solutions we offer have been submitted. At times, custom work will be required for specific projects but would not be in the scope of Sourcewell's catalog and would need to be procured separately.	*
69	If freight, delivery, or shipping is an additional cost to the Sourcewell participating entity, describe in detail the complete freight, shipping, and delivery program.	Miovision does not charge shipping for shipments within Canada or the United States unless the client has requested expedited or custom shipping requirements.	*

70	Specifically describe freight, shipping, and delivery terms or programs available for Alaska, Hawaii, Canada, or any offshore delivery.	We offer a range of flexible shipping options to accommodate deliveries to Alaska, Hawaii, Canada, and other offshore locations. We can ship on the customer's behalf, using Incoterms, such as EXW (Ex Works) and FCA (Free Carrier), and are open to exploring all other Incoterms as well. This allows us to tailor the shipping responsibilities and costs to best suit customers' needs. For deliveries to Alaska and Hawaii, we utilize our U.S. fulfillment centers and partner with all three major carriers: UPS, FedEx, and DHL. This allows us to offer competitive rates and a variety of service levels, including expedited shipping options. We are familiar with the specific documentation requirements and handling procedures for these locations.  For Canadian shipments, we leverage our Canadian fulfillment centers, providing efficient and cost-effective delivery within Canada. Again, we utilize UPS, FedEx, and DHL, offering a full range of services and transit times.  For other offshore deliveries, including international locations, we can ship from our U.S., Canadian, or European fulfillment centers, strategically selecting the optimal location to minimize transit times and costs. Our partnerships with UPS, FedEx, and DHL provide us with global reach and a comprehensive suite of international shipping services. We are experienced in handling customs documentation, duties, and taxes for international shipments and can assist customers with these complex processes.  Because we understand that each shipment is unique, we encourage customers to contact us with the specific details of their order and delivery requirements. This allows us to provide a personalized quote and to recommend the most efficient and cost-effective shipping solution for their specific needs, including any applicable surcharges or restrictions for remote or offshore locations. We are committed to transparency in our pricing and will clearly outline all shipping-related costs upfront.	*
71	Describe any unique distribution and/or delivery methods or options offered in your proposal.	Miovision often ships inventory orders directly to our partners, who then barnfill this inventory. They will then ship directly to their customers along with other products customers source from them. In some requested instances, Miovision may also "drop ship" Channel Partner orders directly to their end customer even if the order is placed via our Channel Partner.	*
72	Specifically describe any self-audit process or program that you plan to employ to verify compliance with your proposed agreement with Sourcewell. This process includes ensuring that Sourcewell participating entities obtain the proper pricing.	When a quote is created, our program can select "Sourcewell pricing" as the correct pricing to generate on a specific quote, ensuring that participating entities receive Sourcewell pricing.	*

73	If you are awarded an agreement provide a few everyles	It is crucial to track key internal hydroge metrics to measure the	1
73	If you are awarded an agreement, provide a few examples of internal metrics that will be tracked to measure whether you are having success with the agreement.	It is crucial to track key internal business metrics to measure the agreement's success, profitability, and efficiency. Below are several key performance indicators (KPIs) that can help assess the contract's impact:  Sales & Revenue Metrics  Total Revenue from Sourcewell Contracts – Tracks the total income generated from Sourcewell agreements over time.  Sales Growth Rate – Measures the percentage increase in sales related to the contract, providing insight into whether the partnership is expanding.  Average Order Value (AOV) – Evaluates whether customers under the Sourcewell agreement are making large or small purchases.  Profitability Metrics  Gross Profit Margin on Sourcewell Contracts – Determines the profitability of sales under the contract by measuring revenue minus cost of goods sold (COGS).  Net Profit Margin – Evaluates the overall profitability after considering operational expenses, discounts, and incentives tied to Sourcewell agreements.  Customer Acquisition Cost (CAC) for Sourcewell Leads – Measures the investment required to gain new customers through the contract and compares it to revenue generated.  Operational Efficiency Metrics  Order Fulfillment Time – Assesses how quickly orders under the Sourcewell contract are processed and delivered. Inventory Turnover Rate – Measures how efficiently inventory is being used to fulfill Sourcewell orders.  Production Capacity Utilization – Evaluates whether the company is efficiently using its manufacturing resources to meet contract demands. Customer & Market Penetration Metrics  Number of Sourcewell-Affiliated Customers – Tracks how many eligible organizations (e.g., government agencies, schools) are purchasing through the agreement.  Market Share Growth in the Public Sector – Measures whether the company is increasing its presence in government and nonprofit markets due to Sourcewell Contracts.  Customer Retention Rate for Sourcewell Clients – Assesses the percentage of repeat customers purchasing through the contract.  Compliance with Contract Terms	*
7.4	Duradida a manusa d Administrativa Fara manable to	Sourcewell procurement contract.	
74	Provide a proposed Administration Fee payable to Sourcewell. The Fee is in consideration for the support and services provided by Sourcewell. The propose an Administrative Fee will be payable to Sourcewell on all completed transactions to Participating Entities utilizing this Agreement. The Administrative Fee will be calculated as a stated percentage, or flat fee as may be applicable, of all completed transactions utilizing this Master Agreement within the preceding Reporting Period defined in the agreement.	Miovision is pleased to offer Sourcewell a 3% administration fee, payable to Sourcewell.	*

# Table 6B: Pricing Offered

Line Item	The Pricing Offered in this Proposal is: *	Comments
75	The pricing offered is as good as or better than pricing typically offered through existing cooperative contracts, state contracts, or agencies.	Miovision is pleased to offer Sourcewell participating agencies special discounted pricing of our entire catalog, which is better than our standard pricing offered.  Miovision may also choose to offer greater, or additional, discounts based on currently available promotional pricing.

Table 7A: Depth and Breadth of Offered Solutions (200 Points, applies to Table 7A through 7D)

Line Item	Question	Response *
76	Provide a detailed description of all the Solutions offered, including used Solutions if applicable, offered in the proposal.	Miovision Core® is the future-proof, cabinet-hardware component of the proposed solution, upon which all Miovision One applications rest. Core is an open, secure ITS hardware platform that can enable all Miovision applications via a modular design, and we provide an optional update path to the Core DCM. This hardware optimizes performance and reliability in all environments and can be easily upgraded to expand functionality, as shown in Figure 3 below, to manage traffic today and to evolve with the development of your network. The proposed solution provides access to data and insights to identify and resolve infrastructure problems, to manage signal remitting, and to optimize traffic flow with Al-based Adaptive Signal Control. Miovision Core maximizes the value and performance of your infrastructure.  Please refer to Figure 3. Miovision Hardware Overview.  Miovision One Consists of a number of complementary applications, including Intersection Monitoring, Detection, Mobility Reports, Continuous Safety Monitoring Intersection Monitoring, Detection, Mobility Reports, Continuous Safety Monitoring Intersection Monitoring, Detection, Mobility Reports, Continuous Safety Monitoring Performance Measures, and Adaptive Signal Control. When paired with our Miovision One Provides 24/7 access to current and historical datasets, trends, real-time alerts, and insights. It allows users to filter data by location and time and leverages advanced analytics across all datasets from traffic data, signal timing, safety monitoring, performance detection, and adaptive data. Improved Collaboration With an unl
1	I and the second	cabinet.

Please refer to Figure 4. Miovision One Platform and Applications.

Opticom Priority Control - safer and faster emergency response, reliable and efficient transit systems, and more control over your traffic network

Critical Traffic Applications

Opticom Emergency Vehicle Preemption enables a regional, multi-agency approach to incident response. Our solutions include performance reporting options that help prove the value of the system and enable asset monitoring and maintenance solutions. Opticom EVP helps public safety professionals get to the scene of an emergency safely and quickly. Faster, safer responses help first responders provide better outcomes for the community by reducing property damage and lost lives. Opticom Transit Signal Priority helps to ensure that transit agencies deliver on their promise to riders by providing reliable schedule adherence and flexible, equitable route options. Conditional and relative priority give agencies the ability to move different classes of vehicles based on different conditions (passenger load, lateness, and route type). All Opticom TSP solutions include performance analytics that prove the value of the TSP system and enable monitoring, maintenance, and system optimization.

Key Reasons to Choose Miovision Opticom

Our priority control solution offers a full breadth of services, designed to augment the customer's capabilities and/or to provide the customer with a "turnkey" solution for its priority control system. From up-front services that are meant to bring the system to first productive use, to ongoing services that are intended to keep the system up and running for the life of the solution, Opticom and its subcontractors provide the

services specifically needed on a customer-by-customer basis. Please refer to Figure 5. Opticom Cloud Architecture Overview.

Detection - move traffic through your network quickly and safely

Miovision Detection offers accurate and auditable detection solutions for monitoring and managing traffic intersections. This application leverages our Artificial Intelligence backbone and machine learning algorithms based on years of industry experience, which are continuously updated. Using this solution, you can:

Detect vehicles, pedestrians, and cyclists with a single camera - all at once Enable crosswalk phase extension to ensure pedestrians are safely able to cross intersections

Configure or edit the detection behavior configuration in seconds

Configure up to 100+ zones remotely or locally

Deploy previous versions of configuration (useful for construction and striping changes) View live video or video recordings and RTSP feed available

Use 250GB SSD for Storage on Core DCM for video recording functionality (if desired)

Communicate with any NTCIP, SDLC, or GPIO-enabled traffic controller Advanced sensors and analytics work hand-in-hand to provide a real-time count of the number of vehicles, bicycles, and pedestrians that are in or approaching your intersections. You can count on data accuracy — the data consistently exceeds Traffic Engineering Research Laboratory (TERL) standards, delivering more than 98% accuracy at all times of the day in all conditions, rain or shine.

Traffic Engineering efforts have been historically focused on streamlining vehicle traffic, but there has been a recent shift towards addressing all forms of mobility. We use an advanced computer vision model, based on close to 20 years of experience in the traffic industry to distinguish between cars, buses, bicycles, and pedestrians. This allows us to take specific actions based on the type of road user our Al perceives, including pedestrians and bicycles. Miovision's Detection solution includes several features designed around ensuring the safety and mobility of vulnerable road

#### True Multimodal Detection

Pedestrian Phase Extension - Because our system can identify pedestrians in realtime, we are able to count and detect pedestrians in the crosswalk. We can use this information to place a call to the controller notifying it that a pedestrian is currently crossing. From there, the controller can be coded to either add additional green time or extend the all-red, so pedestrians can cross efficiently and safely.

Passive Pedestrian Detection - In addition to extending phases, Miovision's Detection solution is also able to place calls for pedestrians waiting to cross an intersection. These can be used in conjunction with pedestrian walk buttons. This allows for a full intersection to be actuated for all road users with a single solution. Please refer to Figure 6. Pedestrian Detection Configuration.

Mobility Reports - permanent multimodal traffic data

Our Mobility Reports application enables reliable, accurate traffic data collection that includes turning movement counts, volumes, and classification of road users. The Mobility Reports application allows your team to access and analyze count data and to visualize your intersections, so you can understand how vehicles, bicycles, and pedestrians move through streets. Your team can filter or aggregate data to compare week over week, month over month, or even seasonality within your traffic data. This application allows you to make informed decisions without being affected by events, collisions, or unusual patterns. Data is available in the cloud in preconfigured dashboards and can be downloaded as a PDF, CSV, or UTDF and shared with

various internal and external stakeholders of your choice.

Please refer to Figure 7. Miovision Mobility Reports Dashboard.

With Mobility Reports, you can access accurate and reliable data on vehicles, bus, truck, bike, and pedestrian traffic counts and movement patterns. This constant view of the multi-modal traffic on your road network provides the real-time and the historical information you need to make data-driven decisions to optimize traffic flow, to improve safety on your roads, and to measure the ongoing effectiveness of your traffic management strategies.

Key Reasons to Choose Miovision Mobility Reports

One-Size-Fits-All Solution - Miovision counting stations can count vehicles, pedestrians, bikes, buses, and more. No need for multiple counting stations to accurately count each different class.

Cloud-based API - By using Miovision cloud-based API, you can integrate your raw counting data into most platforms. This means that there is no need to change your preferred method of aggregating and presenting data.

Video-based with Recall and Download - Customers have the option to leverage downloaded video for the purpose of data verification or further analysis of data count fluctuations.

Intersection Monitoring - remote signal management made easy

Intersection Monitoring is our IoT offering with alerts and telemetry. This application is included for free when a Miovision Core is deployed. It is a simplified network management tool. It allows customers to know when a signal is malfunctioning before citizens have a chance to complain. Intersection Monitoring enables the remote and automated monitoring of the cabinet equipment located at each intersection — without driving to the cabinet. Additionally, Google Traffic, Satellite vs Map View, and Weather Overlay information is available for live traffic and local weather conditions. Automatic SMS and email alerts notify your team when an issue, such as a signal in flash, power loss, or loss of connection arises. The urgency-based system provides the information you need to quickly identify and rank issues, so you fix the most crucial problems first. After the repair has been completed, you can validate the correction and share the results with team members.

Intersection Monitoring allows you to manage your intersection with real-time telemetry and actionable infrastructure alerts. This solution allows you to keep people moving safely and efficiently by allowing your traffic teams to know about problems at an intersection that they should investigate - quickly and effectively.

Please refer to Figure 8. Intersection Monitoring Dashboards and Text Alert. Key Benefits

Smart Infrastructure Alerts - Our Intersection Monitoring alert system allows users to instantly receive cabinet alerts via email, SMS text message, and the Miovision One web portal.

Remote Access to Cabinet Devices - Miovision One provides a secure cloud VPN tunnel to access third-party cabinet devices as if you were standing in front of the cabinet. Now users can access devices, such as their controllers or detectors, directly from the office.

Video Streaming and Recall - Miovision One enables live video streaming from a SmartView camera with virtual pan-tilt-zoom as well as recalled historical video from the Miovision Core.

Managed Support and Security - Our Internet of Things (IoT) smart infrastructure network is managed and monitored remotely by the Miovision team, ensuring communication issues are resolved in minutes, not days.

Data Included - Free 4G cellular data to enable all Miovision One applications. Perpetual or annual packages available for 4G LTE communications to leverage third-party applications.

ATSPMs - identify operational issues, reduce congestion, and improve safety Miovision Base-Level ATSPMs

Miovision Base-Level ATSPMs are included to all users at no additional cost to any intersection where a Miovision Core is deployed. By having this base level package available at no charge, all users are able to gain insights related to an intersection's performance. Further, in-depth insights and third-party data integration are available through Miovision Traffop, as profiled on the pages that follow.

Please refer to Figure 9. Base-Level ATSPM Dashboards.

Miovision Traffop

Miovision Traffop is a software-only solution that allows for the collection and review of in-depth signal data. This data can be gathered with a Virtual Machine on a City-owned server, pinging the traffic controllers or with a Miovision Core device, the common hardware for all Miovision One applications. Installed at each intersection. Traffop not only provides you with visibility to manage the connected portion of your network, but also ingests probe data to fill the gaps within your infrastructure and to provide travel time analysis across the corridor. This is especially useful for adaptive applications and retiming efforts in which a before and after analysis is critical to determine effectiveness.

Please refer to Figure 10. Traffop's Executive Dashboard.

Adaptive - using artificial intelligence to transform urban mobility Miovision Adaptive leverages all the technologies listed above to accurately track vehicle demand at an intersection in real-time to adapt traffic timing second-bysecond. This is accomplished by integrating through the Core hardware as the incabinet processor and using detection hits from stop-bar, advanced, and exit detection zones. Our Adaptive application goes beyond traditional adaptive capabilities by offering a decentralized approach that relies on intersections communicating demand to each other across a node-based structure. This means that vehicles leaving one intersection can be anticipated by the intersection down the road. This allows us to run an adaptive solution at the edge capable of network-wide optimization.

Real-time Response to Actual Traffic | Miovision Adaptive optimizes traffic signal performance second-by-second based on actual traffic on the road, not just historical averages.

Multi-modal Optimization | With advanced sensing, Miovision Adaptive can integrate vehicle, pedestrian, bus, and bicycle traffic flows automatically or according to prespecified priorities.

Optimized for Complex Grids, Not Just Corridors | While Miovision Adaptive is capable of handling suburban corridors with a single dominant flow, it shines when optimizing more complex grid networks with multiple competing flows that change throughout the day.

Decentralized and Inherently Scalable | Miovision Adaptive is decentralized and scalable to networks of any size and shape and can be deployed incrementally as budgets allow. This scalable approach aligns well with the locations listed in the RFI and has the potential to expand based on the map provided.

Communicates with Connected Travelers | Miovision Adaptive was designed with the future in mind with connected and autonomous vehicle capabilities built in. How does Miovision Adaptive work?

Miovision Adaptive gets real-time, multi-modal traffic information from detectors at the intersection and uses this data to build a model of the actual travelers approaching the intersection and where they are headed. It then optimizes over this model second-by-second using its artificial intelligence scheduling technology to build a plan of how best to move travelers through the intersection as actual traffic evolves. Based on this plan, it communicates projected traffic flows to neighboring intersections, so they can optimize over a longer planning horizon and create real-time coordination of traffic flows through the road network. Finally it sends commands to the traffic signal controller at the intersection to control phase durations in real-time.

Please refer to Figure 11. How Miovision Adaptive Works. Continuous Safety - continuous real-time safety monitoring

Traffic crashes are a global leading cause of death, which has placed a high priority on building and maintaining safer transportation networks for all modes of travel. Historically, safety assessments have been reactive with limited and out-of-date data that is based on incidents that have already occurred. Miovision's Continuous Safety Monitoring tool is a powerful application designed to provide users with unparalleled control and foresight over intersection safety metrics. By using advanced and continually learning Artificial Intelligence algorithms, this application allows your team to stay one step ahead by identifying potential risks at intersections and addressing them before they escalate.

This powerful application leverages advanced, continually learning artificial intelligence algorithms to identify potential risks at intersections before they escalate. By focusing on real-time data rather than relying solely on historical crash statistics, Continuous Safety shifts the paradigm from reactive assessments to proactive management. It utilizes a kinetic energy model to analyze each interaction within the deployed network, prioritizing safety actions based on the specific road users involved in nearmiss events.

Please refer to Figure 12. Continuous Safety Dashboard.

The interactive dashboard offers comprehensive data visualization, viewing of video clips, and heat maps, enabling users to view near-miss configurations, severity, and trends over time. This empowers your team to make data-driven decisions, to implement effective safety strategies, and to monitor progress toward Vision Zero objectives. By visualizing safety trends, stakeholders can conduct precise diagnostics and select targeted countermeasures. This solution is especially helpful when combined with the Miovision Mobility Reports and Traffop to see a complete picture of the intersection and to continually monitor the impact of changes made to the road network in a holistic manner.

Scout - video-based data collection

Video processing services can be provided on demand. Please note, the speed data provided is not intended for the enforcement of driver speed but rather as a planning and diagnostic tool. We have been in the business of processing traffic videos for over 19 years. To date, we have counted more than 30 billion vehicles and 1.5 billion pedestrians from analysis of over 23 million hours of traffic video. Our computer vision was trained and validated on multiple transportation classes and continues to learn and increase accuracy.

Our Data Services Team of 30 people publishes over 50,000 study hours per week during peak seasons, processing traffic studies across 68 countries. Each study is rooted in the deep relationships we create with our customers, their projects, and their triumphs. This extensive experience has allowed us to develop sound processes and methodologies to provide the service outlined in your RFP. As such, we foresee

no issues in supporting larger volumes of video as well if your demand changes. Our Scout is a flagship product for Miovision, and the associated data processing service has been a longstanding source of pride and revenue for our organization. All video processing completed through our Data Services has a standard turnaround time of 72-hours (during business days) from the time the video was uploaded. A rushed turn-around time is also available for when projects are needed in a more timely manner. Offerings of 48- and 24-hour turnaround times are available and are associated with additional fees. Customers are contacted upon video availability. Miovision Scout Plus is the leading automated traffic counter, built for unattended field operation of a variety of traffic studies in addition to pedestrian, cyclist, and escooter counts. Scout Plus is a traffic data collection system consisting of a video recording unit that records the traffic onto a single digital file. The file is then uploaded to the Miovision Cloud Platform. The data is processed using our Artificial Intelligence, and once it is processed, a traffic report is generated as well as data formats that allow the traffic data to be exported in a variety of formats. Scout Plus allows users to reduce time in the field while offering fully connected remote management. Using LTE, a customer's team can remotely change study requirements, monitor studies, and receive automatic notifications about the equipment in the field. This solution is rugged, reliable and weather resistant. It can operate unattended in the field for days at a time. From Alaska to Dubai, Scout Plus is deployed in some of the world's most extreme climates. Scout Plus is NEMA-rated and has an operating range of -40°F to 140°F (-40°C to 60°C).

The following studies are available with Scout Plus:

Intersection Counts (TMC) - Track the journey of each vehicle from the moment it enters an intersection to the moment it exits. Pedestrian volumes on crosswalks can be added if needed.

Road Volume Data Counts (ATR) - Measure the total amount of traffic, neatly segmented by travel direction and road lanes. You can easily count vehicles in multiple lanes (even those traveling in the opposite direction) for a complete picture. Junction Counts - Record all types of turning movements from pedestrians or cyclists from any direction. Track subtle changes in travel direction to better understand the complexity of your junctions.

Speed Data (Available via onboard processing) - Analyze vehicle speed by classification to pinpoint risk events and to create safer streets for all. Miovision Safety Studies - Identify near-misses and employ multiple factors to predict the risk of a severe incident. This enables traffic engineers to mitigate these risks before collisions happen.

Pathway Counts - Track the movements of pedestrians and cyclists along bike lanes or pathways to aid in the planning of safer and more efficient routes. Roundabout Counts - Capture every twist and turn of vehicle movements from the point at which they enter the roundabout right up to the point they leave it.

77	Within this RFP category there may be	OpticomTM Priority Control
	subcategories of solutions. List subcategory	Our EVP and TSP solutions allow you to enhance your public safety and transit
	titles that best describe your products and	agencies' ability to deliver safer and faster emergency response and reliable and
	services.	efficient transit systems and to optimize how vehicles move through your city.
		Adaptive Traffic Control
		Miovision Adaptive is a patented adaptive traffic signal control system that leverages
		artificial intelligence to optimize real-time traffic flow. Utilizing Core, Surtrac tracks
		vehicle demand across the network and adapts signal timing second-by-second
		through a decentralized, node-based structure that allows intersections to communicate
		demand. This innovative approach enhances mobility by integrating vehicle,
		pedestrian, bus, and bicycle traffic while enabling network-wide optimization.
		Vehicle Detection
		Our detection solution provides accurate and reliable presence and pulse detection to
		help you control and optimize traffic flow, identify and handle demand, and reduce the
		number of opportunities for traffic incidents.
		Miovision Detection enables presence and pulse detection zones for all road users
		with both local and remote configuration, allowing a quick and efficient option to add
		detection to any intersection using SDLC or GPIO actuation outputs. Our detection
		provides options for VRU protection through interventions, such as ped phase
		extension, passive ped detection, bike detection, bus on shoulder applications, and
		more.
		Continuous Safety Monitoring
		Our continuous safety monitoring application allows customers to receive ongoing, real-
		time updates on near-misses based on road-user type and potential for injury to
		predict safety risks around the clock. It allows our customers to reduce road network
		risks proactively through data-driven decisions.
		Performance
		Miovision provides base-level ATSPMs at no cost for intersections using Miovision
		Core, while Miovision Traffop offers in-depth analysis of signal and third-party probe
		data to uncover and deliver actionable information on performance issues. With user-
		friendly dashboards and prioritization of high-impact problems, Traffop helps agencies
		respond effectively to traffic concerns. Its scalable, collaborative platform enhances
		overall traffic management while promoting safety on the roads.
		Scout Video-based Data Collection
		Miovision provides on-demand video processing services for traffic analysis, with
		speed data for planning, not enforcement. They've processed over 30 billion vehicles
		and 1.5 billion pedestrians from 23 million hours of video. Their Scout Plus device
		offers automated traffic counts and various study types, with remote management and
		weather resistance.

Table 7B: Category 1. Public Safety Response - Agency Situational Awareness. Proposers selecting Category 1 are ONLY able to provide one (1) or a combination of solutions below (Line 78 - 83). \*See the Appendix in the RFP for further information.

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

■ We will not be submitting for Table 7B: Category 1. Public Safety Response - Agency Situational Awareness. Proposers selecting Category 1 are ONLY able to provide one (1) or a combination of solutions below (Line 78 - 83). \*See the Appendix in the RFP for further information.

Line Item	Category or Type	Subcategory	Offered *	Comments	
78	Incident command and management	Incident tracking response and reporting, weather/traffic/construction considerations, unit assignments and staffing, training activities, etc.	© Yes	We provide alerts over SMS and/or email to notify users of any outages or other errors. We display active traffic congestion on our map to inform optimal paths, and we display simple, current weather conditions for all deployed intersections.	*
79	Mapping	Vertical location, indoor, outdoor	€ Yes € No	All equipped locations are displayed on a live map along with all equipped vehicles to demonstrate system function in near real time.	*

80	Asset tracking and location	Personnel, vehicles, controlled substances, equipment, etc.	ଜ Yes ୯ No	Miovision allows for tracking the status and location of all deployed equipment both in vehicles and in the intersection. We can also display all deployed vehicles on a live map in near real time. We do not track personnel or any individuals.
81	Community notifications	Evacuations, minor crime reporting, shelter in place, etc.	© Yes ○ No	Our system can be used to send out automated alerts to an email list of community members, informing them of intersection power outages or intersections in flash. This would be simple to set up but is not a common use case.
82	One-to-one and one-to-many collaboration and coordination	SMS, push to talk, video, voice, etc.	G Yes C No	We accomplish this in a few ways. Live video feeds are great for collaboration between police, traffic, and other city agencies. Notifications can be sent over SMS for a number of different errors, and our local API allows for other intersection technologies to be able to leverage our video for triggers like dynamic signage, lighting, and more.
83	Public safety focused data and analysis applications	Video, image, and pattern analysis, acoustic firearms discharge identification, incident response, investigative lead development, predictive analysis, and other data source integration	© Yes ○ No	Miovision's detection solution allows for automatic computer vision pattern analysis to identify and actuate for vehicles of all kinds, bikes, and pedestrians without collecting personally identifiable information.  This has direct benefits for function and safety at the intersection with applications like stopbar and advanced detection, Adaptive Control, and Pedestrian Extension to hold a light while a pedestrian is crossing. We also have data-based applications, including vehicle and pedestrian trend data and analytics, EVP utilization, and cabinet telemetry with a simple API to allow for data source integrations

Table 7C: Category 2. Public Safety Response - Agency Operations. Proposers selecting Category 2 are ONLY able to provide one (1) or a combination of solutions below (Lines 84 - 92). \*See the Appendix in the RFP for further information.

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

We will not be submitting for Table 7C: Category 2. Public Safety Response - Agency Operations. Proposers selecting Category 2 are ONLY able to provide one (1) or a combination of solutions below (Lines 84 - 92). \*See the Appendix in the RFP for further information.

Line Item	Category or Type	Subcategory	Offered *	Comments	
84	Pre-incident planning software	Fire prevention related inspections and enforcement	C Yes C No		*
85		Operational management (scheduling, training, compliance, etc.)	C Yes		*
86		Data analytics to inform staffing, deployment, station location, budget, and other management decisions.	C Yes		*
87	Incident/post-incident software	CAD, RMS for law enforcement, fire, and EMS	C Yes		*
88		Electronic Patient Care Reporting (ePCR) and data transfer to hospitals	C Yes		*
89		Digital and physical evidence management	C Yes		*
90		E-citation systems	C Yes		*
91		Law enforcement case management	C Yes		*

Table 7D: Category 3. Comprehensive Solutions. Proposers selecting Category 3 can provide one (1) or a combination of solutions in BOTH Category 1 and Category 2 (Lines 93 - 109). \*See the Appendix in the RFP for further guidance.

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

We will not be submitting for Table 7D: Category 3. Comprehensive Solutions. Proposers selecting Category 3 can provide one (1) or a combination of solutions in BOTH Category 1 and Category 2 (Lines 93 - 109). \*See the Appendix in the RFP for further guidance.

Line Item	Category or Type	Subcategory	Offered *	Comments	
92	Category 1 - Public Safety Response Agency Situational Awareness		C Yes C No		*
93	Incident command and management	Incident tracking response and reporting, weather/traffic/construction considerations, unit assignments and staffing, training activities, etc.	C Yes		*
94	Mapping	Vertical location, indoor, outdoor	C Yes		*
95	Asset tracking and location	Personnel, vehicles, controlled substances, equipment, etc.	C Yes		*
96	Community notifications	Evacuations, minor crime reporting, shelter in place, etc.	C Yes		*
97	One-to-one and one-to-many collaboration and coordination	SMS, push to talk, video, voice, etc.	C Yes		*
98	Public safety focused data and analysis applications	Video, image, and pattern analysis, acoustic firearms discharge identification, incident response, investigative lead development, predictive analysis, and other data source integration	C Yes C No		*
99	Category 2 - Public Safety Response Agency Operations		C Yes		*
100	Pre-incident planning software	Fire prevention related inspections and enforcement	C Yes		*
101		Operational management (scheduling, training, compliance, etc.)	C Yes C No		*
102		Data analytics to inform staffing, deployment, station location, budget, and other management decisions.	C Yes C No		*
103	Incident/post-incident software	CAD, RMS for law enforcement, fire, and EMS	∩ Yes ∩ No		*
104		Electronic Patient Care Reporting (ePCR) and data transfer to hospitals	C Yes C No		*
105		Digital and physical evidence management	C Yes C No		*
106		E-citation systems	C Yes		*
107		Law enforcement case management	∩ Yes ∩ No		*

#### Table 8: Exceptions to Terms, Conditions, or Specifications Form

Line Item 108. NOTICE: To identify any exception, or to request any modification, to Sourcewell standard Master Agreement terms, conditions, or specifications, a Proposer must submit the proposed exception(s) or requested modification(s) via redline in the Master Agreement Template provided in the "Bid Documents" section. Proposer must upload the redline in the "Requested Exceptions" upload field. All exceptions and/or proposed modifications are subject to review and approval by Sourcewell and will not automatically be included in the Master Agreement.

Do you have exceptions or modifications to propose?	Acknowledgement *	
	C Yes	*
	€ No	

#### **Documents**

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

- 1. Documents in PDF format are preferred. Documents in Word, Excel, or compatible formats may also be provided.
- 2. Documents should NOT have a security password, as Sourcewell may not be able to open the file. It is your sole responsibility to ensure that the uploaded document(s) are not either defective, corrupted or blank and that the documents can be opened and viewed by Sourcewell.
- 3. Sourcewell may reject any response where any document(s) cannot be opened and viewed by Sourcewell.
- 4. If you need to upload more than one (1) document for a single item, you should combine the documents into one zipped file. If the zipped file contains more than one (1) document, ensure each document is named, in relation to the submission format item responding to. For example, if responding to the Marketing Plan category save the document as "Marketing Plan."
  - Pricing Miovision Opticom Public Safety Software Pricelist.pdf Tuesday March 04, 2025 13:29:09
  - Financial Strength and Stability Miovision Financial Letter.pdf Tuesday March 04, 2025 13:29:24
  - Marketing Plan/Samples (optional)
  - WMBE/MBE/SBE or Related Certificates WMBE MBE SBE or Related Certificates.zip Tuesday March 04, 2025 13:30:18
  - Standard Transaction Document Samples (optional)
  - Requested Exceptions (optional)
  - Upload Additional Document Additional Documents.zip Tuesday March 04, 2025 13:31:21

#### **Addenda, Terms and Conditions**

#### PROPOSER AFFIDAVIT OF COMPLIANCE

I certify that I am an authorized representative of Proposer and have authority to submit the foregoing Proposal:

- 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 award.
- 3. The Proposer certifies that:
  - (1) The prices in this Proposal have been arrived at independently, without, for the purpose of restricting competition, any consultation, communication, or agreement with any other Proposer or competitor relating to-
    - (i) Those prices;
    - (ii) The intention to submit an offer: or
    - (iii) The methods or factors used to calculate the prices offered.
- (2) The prices in this Proposal have not been and will not be knowingly disclosed by the Proposer, directly or indirectly, to any other Proposer or competitor before award unless otherwise required by law; and
  - (3) No attempt has been made or will be made by Proposer to induce any other concern to submit or not to submit a Proposal for the purpose of restricting competition.
- 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 is created when a current or prospective supplier is unable to render impartial service to Sourcewell due to the supplier's: a. creation of evaluation criteria during performance of a prior agreement which potentially influences future competitive opportunities to its favor; b. access to nonpublic and material information that may provide for a competitive advantage in a later procurement competition; c. impaired objectivity in providing advice to Sourcewell.
- 5. Proposer will provide to Sourcewell Participating Entities Solutions in accordance with the terms, conditions, and scope of a resulting master agreement.
- 6. The Proposer possesses, or will possess all applicable licenses or certifications necessary to deliver Solutions under any resulting master agreement.
- 7. The Proposer will comply with all applicable provisions of federal, state, and local laws, regulations, rules, and orders.
- 8. Proposer its employees, agents, and subcontractors are not:
  - 1. Included on the "Specially Designated Nationals and Blocked Persons" list maintained by the Office of Foreign Assets Control of the United States Department of the Treasury found at: <a href="https://www.treasury.gov/ofac/downloads/sdnlist.pdf">https://www.treasury.gov/ofac/downloads/sdnlist.pdf</a>;
  - 2. Included on the government-wide exclusions lists in the United States System for Award Management found at: <a href="https://sam.gov/SAM/">https://sam.gov/SAM/</a>; 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, 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. Kurtis McBride, CEO, Miovision Technologies US, LLC

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 obligations contemplated in the solicitation proposal.

#### 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_12_Public_Safety_Software_RFP030425 Mon February 24 2025 04:31 PM	₩.	4
Addendum_11_Public_Safety_Software_RFP030425 Fri February 21 2025 08:25 AM	V	2
Addendum_10_Public_Safety_Software_RFP030425 Wed February 19 2025 02:57 PM	V	2
Addendum_9_Public_Safety_Software_RFP030425 Wed February 12 2025 04:18 PM	₩	2
Addendum_8_Public_Safety_Software_RFP030425 Mon February 10 2025 10:04 AM	V	2
Addendum_7_Public_Safety_Software_RFP030425 Mon February 3 2025 04:39 PM	V	4
Addendum_6_Public_Safety_Software_RFP030425 Fri January 31 2025 10:29 AM	V	2
Addendum_5_Public_Safety_Software_RFP030425 Wed January 29 2025 03:58 PM	V	2
Addendum_4_Public_Safety_Software_RFP030425 Fri January 24 2025 11:47 AM	₩.	2
Addendum_3_Public_Safety_Software_RFP030425 Tue January 21 2025 02:21 PM	M	3
Addendum_2_Public_Safety_Software_030425 Fri January 17 2025 03:35 PM	₩.	1
Addendum_1_Public Safety_Software_030425 Fri January 17 2025 10:38 AM	V	1