FRAMEWORK AGREEMENT

THIS FRAMEWORK AGREEMENT is made between the **CITY AND COUNTY OF DENVER**, a municipal corporation of the State of Colorado (the "City"), and **RUBICON GLOBAL, LLC**, a Delaware limited liability company, whose registered address is 950 E Paces Ferry Rd NE Ste 1900, Atlanta, GA 30326 (the "Contractor"), individually a "Party" and jointly "the Parties."

RECITALS

WHEREAS, the City awarded this Agreement to the Contractor pursuant to D.R.M.C. Sec. 20-64(a)(3), the City's Executive Order 8, and Sourcewell Contract #020221-RUB, by and between Rubicon Global, LLC and the Sourcewell, attached hereto and incorporated herein as **Exhibit D**, which commenced March 26, 2021 (the "Sourcewell Contracts") for the purchase of software licensing, implementation, and ongoing support of the RubiconSmartCity data collection software.

NOW, THEREFORE, in consideration of the mutual covenants and agreements hereinafter set forth and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties incorporate the recitals set forth above agree as follows:

1. **COORDINATION AND LIAISON**: The Contractor shall fully coordinate all Work under this Agreement with the City's Chief Information Officer ("CIO") or other designated personnel of the Department of Technology Services ("Agency" or "TS").

2. **DEFINITIONS**
    2.1. "**City Data**" means all information, data, and records, regardless of form, created by or in any way originating with the City and all information that is the output of any computer processing or other electronic manipulation including all records relating to the City's use of the Work. City Data may also include Confidential Information and Protected Information, as defined in this Agreement.
    2.2. "**Deliverable(s)**" means the outcome to be achieved or output to be provided, in the form of a tangible object or software that is produced as a result of the Contractor's Work that is intended to be delivered to the City by the Contractor.
    2.3. "**Created Deliverable(s)**" means software, technology services, and other deliverables created by the Contractor solely for the City pursuant to this Agreement.
    2.4. "**Effective Date**" means the date on which this Agreement is fully approved and signed by the City as shown on the City's signature page.
    2.5. "**Goods**" means any movable material acquired, produced, or delivered by the Contractor as set forth in this Agreement and shall include any Deliverables.
    2.6. "**Service(s)**" means the services to be performed by the Contractor as set forth in this Agreement and shall include any services to be rendered by the Contractor in connection with the Goods.
    2.7. "**Subcontractor**" means any third party engaged by the Contractor to aid in performance of the Work.
    2.8. "**Work**" means the Goods delivered and Services performed pursuant to this Agreement.
    2.9. "**Work Product**" means the tangible and intangible results of the Work, whether finished or unfinished, including drafts. Work Product includes, but is not limited to, documents, text, software (including source code), research, reports, proposals, specifications, plans, notes, studies,

data, images, photographs, negatives, pictures, drawings, designs, models, surveys, maps, materials, ideas, concepts, know-how, and any other results of the Work. "Work Product" does not include any material that was developed prior to the Term that is used, without modification, in the performance of the Work.

3. **SOFTWARE AS A SERVICE, SUPPORT AND SERVICES TO BE PERFORMED**: As the City directs, the Contractor shall diligently undertake, perform, and complete the technology related Work set forth on the attached **Exhibit A**, Scope of Work ("SOW") to the City's satisfaction. The City shall have no liability to compensate the Contractor for Work that is not specifically authorized by this Agreement. The Work shall be performed as stated herein and shall conform to the specification of the attached exhibits (collectively, "Exhibits"). The Parties acknowledge that they may further define the SOW in writing, and any alterations to the initial SOW shall become a part of this Agreement by incorporation. If any alteration to the initial or subsequent SOW materially alters the terms contained therein, the Parties agree to amend this Agreement in writing. The Contractor is ready, willing, and able to provide the technology related Work required by this Agreement. The Contractor shall faithfully perform the Work in accordance with the standards of care, skill, training, diligence, and judgment provided by highly competent individuals performing services of a similar nature to those described in this Agreement and in accordance with the terms of this Agreement.

4. **ON-CALL SERVICES TO BE PERFORMED**: The Contractor agrees to cooperate with the City in the preparation of detailed Task Orders in accordance with the Scope of Work, and the rates, contained therein, attached hereto as **Exhibit A**. Each Task Order shall include a detailed scope of Services, level of effort, schedule, rates, and payment schedule, including a "not to exceed" amount, specific to each the Task Order. Task Orders shall be construed to be in addition to, supplementary to, and consistent with the provisions of this Agreement. In the event of a conflict between a particular provision of any Task Order and a provision of this Agreement, this Agreement shall take precedence. A Task Order may be amended by the Parties by a written instrument prepared by the Parties jointly and signed by their authorized representatives. The City may execute Task Orders in its sole discretion, and the City is not required to execute any minimum number of Task Orders under this Agreement. The City shall have no liability to compensate the Contractor for any Work not specifically set forth in this Agreement or a properly executed Task Order. In no event shall a Task Order term extend beyond the Term unless the City has specifically agreed in writing. If this Agreement is terminated for any reason, each Task Order hereunder shall also terminate unless the City has specifically directed otherwise in writing. The Contractor agrees to fully coordinate its provision of Services with any third party under contract with the City doing work or providing Services which affect the Contractor's performance. The Contractor represents and warrants that all Services under a Task Order will be performed by qualified personnel in a professional and workmanlike manner, consistent with industry standards; all Services and/or Deliverables will conform to applicable, agreed upon specifications, if any; and, it has the requisite ownership, rights and licenses to perform its obligations under this Agreement fully as contemplated hereby and to grant to the City all rights with respect to any software and Services free and clear from any and all liens, adverse claims, encumbrances and interests of any third party.

RUBICON GLOBAL, LLC
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5. **TERM**: This Agreement will commence on December 1, 2022, and will expire, unless sooner terminated, on December 1, 2027 (the "Term"). Subject to the City's prior written authorization, the Contractor shall complete any work in progress as of the expiration date and the Term will extend until the work is completed or earlier terminated by the City.

6. **COMPENSATION AND PAYMENT**

   6.1. **Budget**: The City shall pay, and the Contractor shall accept as the sole compensation for Work provided, and costs incurred and paid, under this Agreement payment not to exceed the line budget amounts set forth in **Exhibit A**. Payment shall be made in accordance with any agreed upon payment milestone set forth herein.

   6.2. **Fees**: The City shall pay, and the Contractor shall accept as the sole compensation for services rendered and costs incurred under this Agreement the fees described in the attached **Exhibit A**. Amounts billed may not exceed rates set forth in **Exhibit A** and will be made in accordance with any agreed upon payment milestones.

   6.3. **Reimbursement Expenses**: There are no reimbursable expenses allowed under this Agreement. All the Contractor's expenses are contained in the budget in **Exhibit A**. The City will not be obligated to pay the Contractor for any other fees, costs, expenses, or charges of any nature that may be incurred and paid by the Contractor in performing services under this Agreement including but not limited to personnel, benefits, contract labor, overhead, administrative costs, operating costs, supplies, equipment, and out-of-pocket expenses.

   6.4. **Invoicing**: The Contractor must submit an invoice which shall include the City contract number, clear identification of the Work that has been completed, and other information reasonably requested by the City. Payment on all uncontested amounts shall be made in accordance with the City's Prompt Payment Ordinance.

   6.5. **Maximum Agreement Liability**

      6.5.1. Notwithstanding any other provision of this Agreement, the City's maximum payment obligation will not exceed One Million Five Hundred Twenty-Nine Thousand Dollars ($1,529,000.00) (the "Maximum Agreement Amount"). The City is not obligated to execute an Agreement or any amendments for any further services, including any services performed by the Contractor beyond that specifically described in the attached Exhibits. Any services performed beyond those in the attached Exhibits are performed at the Contractor's risk and without authorization under this Agreement.

      6.5.2. The City's payment obligation, whether direct or contingent, extends only to funds appropriated annually by the Denver City Council, paid into the Treasury of the City, and encumbered for the purpose of this Agreement. The City does not by this Agreement irrevocably pledge present cash reserves for payment or performance in future fiscal years. This Agreement does not and is not intended to create a multiple-fiscal year direct or indirect debt or financial obligation of the City.

7. **STATUS OF CONTRACTOR**: The Contractor is an independent contractor retained to perform professional or technical services for limited periods of time. Neither the Contractor nor any of its

employees are employees or officers of the City under Chapter 18 of the Denver Revised Municipal Code, or for any purpose whatsoever.

8. **TERMINATION**

    8.1. Either Party has the right to terminate this Agreement, or a product under this Agreement with cause upon written notice effective immediately and without cause upon thirty (30) days prior written notice to the other Party. However, nothing gives the Contractor the right to perform services under this Agreement beyond the time when its services become unsatisfactory to the City.

    8.2. Notwithstanding the preceding paragraph, the City may terminate this Agreement if the Contractor or any of its officers or employees are convicted, plead nolo contendere, enter into a formal agreement in which they admit guilt, enter a plea of guilty or otherwise admit culpability to criminal offenses of bribery, kickbacks, collusive bidding, bid-rigging, antitrust, fraud, undue influence, theft, racketeering, extortion or any offense of a similar nature in connection with the Contractor's business. Termination for the reasons stated in this paragraph is effective upon receipt of notice.

    8.3. The City is entering into this Agreement to serve the public interest. If this Agreement ceases to further the City's public interest, the City, in its sole discretion, may terminate this Agreement, in whole or in part, for convenience by giving written notice to the Contractor.

    8.4. Upon termination of this Agreement, with or without cause, the Contractor shall have no claim against the City by reason of, or arising out of, incidental or relating to termination, except for compensation for work duly requested and satisfactorily performed as described in this Agreement and shall refund to the City any prepaid cost or expenses.

    8.5. If this Agreement is terminated, the City is entitled to and will take possession of all materials, equipment, tools, and facilities it owns that are in the Contractor's possession, custody, or control by whatever method the City deems expedient. The Contractor shall deliver all documents in any form that were prepared under this Agreement and all other items, materials and documents that have been paid for by the City to the City. These documents and materials are the property of the City. The Contractor shall mark all copies of work product that are incomplete at the time of termination "DRAFT-INCOMPLETE."

9. **EXAMINATION OF RECORDS AND AUDITS**: Any authorized agent of the City, including the City Auditor or his or her representative, has the right to access, and the right to examine, copy and retain copies, at City's election in paper or electronic form, any pertinent books, documents, papers and records related to the Contractor's performance pursuant to this Agreement, provision of any goods or services to the City, and any other transactions related to this Agreement. The Contractor shall cooperate with City representatives and City representatives shall be granted access to the foregoing documents and information during reasonable business hours and until the latter of three (3) years after the final payment under this Agreement or expiration of the applicable statute of limitations. When conducting an audit of this Agreement, the City Auditor shall be subject to government auditing standards issued by the United States Government Accountability Office by the Comptroller General of the United States, including with respect to disclosure of information acquired during the course of

an audit. No examination of records and audits pursuant to this paragraph shall require the Contractor to make disclosures in violation of state or federal privacy laws. The Contractor shall at all times comply with D.R.M.C. 20-276.

10. **WHEN RIGHTS AND REMEDIES NOT WAIVED**: In no event shall any action by either Party hereunder constitute or be construed to be a waiver by the other Party of any breach of covenant or default which may then exist on the part of the Party alleged to be in breach, and the non-breaching Party's action or inaction when any such breach or default shall exist shall not impair or prejudice any right or remedy available to that Party with respect to such breach or default; and no assent, expressed or implied, to any breach of any one or more covenants, provisions or conditions of this Agreement shall be deemed or taken to be a waiver of any other breach.

11. **INSURANCE**

    11.1. **General Conditions**: The Contractor agrees to secure, at or before the time of execution of this Agreement, the following insurance covering all operations, goods or services provided pursuant to this Agreement. The Contractor shall keep the required insurance coverage in force at all times during the term of this Agreement, including any extension thereof, and during any warranty period. The required insurance shall be underwritten by an insurer licensed or authorized to do business in Colorado and rated by A.M. Best Company as "A-VII" or better. Each policy shall require notification to the City in the event any of the required policies be canceled or non-renewed before the expiration date thereof. Such written notice shall be sent to the parties identified in the Notices Section of this Agreement. The policies will need to be endorsed to provide notice of cancelation. Such notice shall reference the City contract number listed on the signature page of this Agreement. Said notice shall be sent thirty (30) days prior to such cancellation or non-renewal unless due to non-payment of premiums for which notice shall be sent ten (10) days prior. The Contractor shall be responsible for the payment of any deductible or self-insured retention. The insurance coverages specified in this Agreement are the minimum requirements, and these requirements do not lessen or limit the liability of the Contractor. The Contractor shall maintain, at its own expense, any additional kinds or amounts of insurance that it may deem necessary to cover its obligations and liabilities under this Agreement.

    11.2. **Proof of Insurance**: The Contractor may not commence services or work relating to this Agreement prior to placement of coverages required under this Agreement. The Contractor certifies that the certificate of insurance attached as **Exhibit B**, preferably an ACORD form, complies with all insurance requirements of this Agreement. The City requests that the City's contract number be referenced on the certificate of insurance. The City's acceptance of a certificate of insurance or other proof of insurance that does not comply with all insurance requirements set forth in this Agreement shall not act as a waiver of the Contractor's breach of this Agreement or of any of the City's rights or remedies under this Agreement. The City's Risk Management Office may require additional proof of insurance, including but not limited to policies and endorsements.

    11.3. **Additional Insureds**: For Commercial General Liability, Auto Liability and Excess Liability/Umbrella (if required), the Contractor and Subcontractor's insurer(s) shall include the

City and County of Denver, its elected and appointed officials, employees, and volunteers as additional insured.

11.4. **Waiver of Subrogation**: For all coverages required under this Agreement, with the exception of Professional Liability – if required, the Contractor's insurer shall waive subrogation rights against the City.

11.5. **Subcontractors and Subconsultants**: The Contractor shall confirm and document that all Subcontractors and subconsultants (including independent contractors, suppliers or other entities providing goods or services required by this Agreement) procure and maintain coverage as approved by the Contractor and appropriate to their respective primary business risks considering the nature and scope of services provided.

11.6. **Workers' Compensation and Employer's Liability Insurance**: The Contractor shall maintain the coverage as required by statute for each work location and shall maintain Employer's Liability insurance with limits of $100,000 per occurrence for each bodily injury claim, $100,000 per occurrence for each bodily injury caused by disease claim, and $500,000 aggregate for all bodily injuries caused by disease claims.

11.7. **Commercial General Liability**: The Contractor shall maintain a Commercial General Liability insurance policy with minimum limits of $1,000,000 for each bodily injury and property damage occurrence, $2,000,000 products and completed operations aggregate (if applicable), and $2,000,000 policy aggregate. Policy shall not contain an exclusion for sexual abuse, molestation, or misconduct.

11.8. **Automobile Liability**: The Contractor shall maintain Automobile Liability with minimum limits of $1,000,000 combined single limit applicable to all owned, hired, and non-owned vehicles used in performing services under this Agreement.

11.9. **Professional Liability (Errors & Omissions)**: The Contractor shall maintain minimum limits of $1,000,000 per claim and $1,000,000 policy aggregate limit. The policy shall be kept in force, or a Tail policy placed, for three (3) years for all contracts except construction contracts for which the policy or Tail shall be kept in place for eight (8) years.

11.10. **Technology Errors & Omissions including Cyber Liability**: The Contractor shall maintain Technology Errors and Omissions insurance including cyber liability, network security, privacy liability and product failure coverage with minimum limits of $1,000,000 per occurrence and $1,000,000 policy aggregate. The policy shall be kept in force, or a Tail policy placed, for three (3) years.

12. DEFENSE AND INDEMNIFICATION

12.1. The Contractor hereby agrees to defend, indemnify, reimburse and hold harmless City, its appointed and elected officials, agents and employees for, from and against all liabilities, claims, judgments, suits or demands for damages to persons or property arising out of, resulting from, or relating to the work performed under this Agreement ("Claims"), unless such Claims have been specifically determined by the trier of fact to be the sole negligence or willful misconduct of the City. This indemnity shall be interpreted in the broadest possible manner to indemnify City for any acts or omissions of the Contractor or its Subcontractors either passive or active, irrespective

of fault, including City's concurrent negligence whether active or passive, except for the sole negligence or willful misconduct of City.

12.2.   The Contractor's duty to defend and indemnify City shall arise at the time written notice of the Claim is first provided to City regardless of whether Claimant has filed suit on the Claim. the Contractor's duty to defend and indemnify City shall arise even if City is the only party sued by claimant and/or claimant alleges that City's negligence or willful misconduct was the sole cause of claimant's damages.

12.3.   The Contractor will defend any and all Claims which may be brought or threatened against City and will pay on behalf of City any expenses incurred by reason of such Claims including, but not limited to, court costs and attorney fees incurred in defending and investigating such Claims or seeking to enforce this indemnity obligation. Such payments on behalf of City shall be in addition to any other legal remedies available to City and shall not be considered City's exclusive remedy.

12.4.   Insurance coverage requirements specified in this Agreement shall in no way lessen or limit the liability of the Contractor under the terms of this indemnification obligation. The Contractor shall obtain, at its own expense, any additional insurance that it deems necessary for the City's protection.

12.5.   The Contractor shall indemnify, save, and hold harmless the indemnified parties, against any and all costs, expenses, claims, damages, liabilities, and other amounts (including attorneys' fees and costs) incurred by the indemnified parties in relation to any claim that any Deliverable, Good or Service, software, or Work Product provided by the Contractor under this Agreement (collectively, "IP Deliverables"), or the use thereof, infringes a patent, copyright, trademark, trade secret, or any other intellectual property right. The Contractor's obligations hereunder shall not extend to the combination of any IP Deliverables provided by the Contractor with any other product, system, or method, unless the other product, system, or method is (i) provided by the Contractor or the Contractor's subsidiaries or affiliates; (ii) specified by the Contractor to work with the IP Deliverables; (iii) reasonably required in order to use the IP Deliverables in its intended manner and the infringement could not have been avoided by substituting another reasonably available product, system, or method capable of performing the same function; or (iv) is reasonably expected to be used in combination with the IP Deliverables.

12.6.   The Contractor shall indemnify, save, and hold harmless the indemnified parties against all costs, expenses, claims, damages, liabilities, court awards and other amounts, including attorneys' fees and related costs, incurred by the indemnified parties in relation to the Contractor's failure to comply with §§ 24-85-101, *et seq*., C.R.S., or the *Accessibility Standards for Individuals with a Disability* as established pursuant to § 24-85-103 (2.5), C.R.S.

12.7.   This defense and indemnification obligation shall survive the expiration or termination of this Agreement.

13. **LIMITATION OF THE CONTRACTOR'S LIABILITY**: To the extent permitted by law, the liability of the Contractor, its Subcontractors, and their respective personnel to the City for any claims, liabilities, or damages relating to this Agreement shall be limited to damages, including but not limited

to direct losses, consequential, special, indirect, incidental, punitive or exemplary loss, loss or unauthorized disclosure of City Data, not to exceed three (3) times the Maximum Agreement Amount payable by the City under this Agreement. No limitation on the Contractor's liability to the City under this Section shall limit or affect: (i) the Contractor's indemnification obligations to the City under this Agreement; (ii) any claims, losses, or damages for which coverage is available under any insurance required under this Agreement; (iii) claims or damages arising out of bodily injury, including death, or damage to tangible property of the City; or (iv) claims or damages resulting from the recklessness, bad faith, or intentional misconduct of the Contractor or its Subcontractors.

14. **COLORADO GOVERNMENTAL IMMUNITY ACT**: The Parties hereto understand and agree that the City is relying upon, and has not waived, the monetary limitations and all other rights, immunities and protection provided by the Colorado Governmental Act, § 24-10-101, *et seq*., C.R.S. (2003).

15. **COMPLIANCE WITH APPLICABLE LAWS AND CITY POLICIES**: The Contractor shall comply with all applicable laws and TS policies in performing the Services under this Agreement. Any of the Contractor's personnel visiting the City's facilities will comply with all applicable City policies regarding access to, use of, and conduct within such facilities. The City will provide copies of such policies to the Contractor upon request.

16. **SERVICE LEVEL AGREEMENTS:** To the extent the Contractor provides service level commitments in connection with its provision of any Work purchased hereunder, the Contractor shall be fully responsible for the delivery and maintenance of the Work, in whole and/or in part, in accordance with the terms of the service level agreement attached hereto and incorporated herein as **Exhibit C**.

17. **TECHNOLOGY SERVICES SPECIFICATIONS**

    17.1.   **User ID Credentials**: Internal corporate or customer (tenant) user account credentials shall be restricted, ensuring appropriate identity, entitlement, and access management and in accordance with established policies and procedures, as follows:

    17.1.1.   Identity trust verification and service-to-service application (API) and information processing interoperability (e.g., SSO and Federation);

    17.1.2.   Account credential lifecycle management from instantiation through revocation;

    17.1.3.   Account credential and/or identity store minimization or re-use when feasible; and

    17.1.4.   Adherence to industry acceptable and/or regulatory compliant authentication, authorization, and accounting (AAA) rules (e.g., strong/multi-factor, expire able, non-shared authentication secrets).

    17.2.   **Identity Management**: The City's Identity and Access Management ("IdM") system is an integrated infrastructure solution that enables many of the City's services and online resources to operate more efficiently, effectively, and securely. All new and proposed applications must utilize the authentication and authorization functions and components of IdM. Strong authentication is required for privileged accounts or accounts with access to sensitive information. This technical requirement applies to all solutions regardless of where the application is hosted.

17.3. **Additional Products or Services**: The Parties acknowledge that the Contractor will continue to enhance and/or modify its existing products or services. In order to use those enhanced products or services the City shall be entitled to order those offerings at any time throughout the duration of this Agreement provided the pricing is set out in this Agreement. Additional products or services shall be subject to the same terms and conditions as contained herein and any order placed by the City shall not create any additional binding conditions on the City and shall not act as an amendment of the terms and conditions contained herein. If additional products or services are requested by the City, the Parties shall follow the agreed upon order process and if no process is outlined, then the CIO, or other designated Agency personnel, shall be authorized to sign any the forms necessary to acquire the products/services on behalf of the City. Additional licenses shall be prorated and co-termed with current licensing contained in this Agreement.

17.4. **Reoccurring Security Audits**: Prior to the Effective Date of this Agreement, the Contractor, will at its expense conduct or have conducted the following, and thereafter, the Contractor will at its expense conduct or have conducted the following at least once per year, and immediately after any actual or reasonably suspected Security Breach: (i) a SSAE 16/SOC 2 or other mutually agreed upon audit of the Contractor's security policies, procedures and controls; (ii) a quarterly external and internal vulnerability scan of the Contractor's systems and facilities, to include public facing websites, that are used in any way to deliver Services under this Agreement. The report must include the vulnerability, age, and remediation plan for all issues identified as critical or high; and (iii) a formal penetration test performed by qualified personnel of the Contractor's systems and facilities that are used in any way to deliver Work under this Agreement. The Contractor will provide the City the reports or other documentation resulting from the above audits, certifications, scans, and tests within seven (7) business days of the Contractor's receipt of such results. The report must include the vulnerability, age, and remediation plan for all issues identified as critical or high. Based on the results and recommendations of the above audits, the Contractor will, within thirty (30) calendar days of receipt of such results, promptly modify its security measures to meet its obligations under this Agreement and provide the City with written evidence of remediation. In addition, the Contractor shall comply with the City's annual risk assessment and the results thereof. The City may require, at the Contractor's expense, that the Contractor perform additional audits and tests, the results of which will be provided to the City within seven (7) business days of Contractor's receipt of such results. The Contractor will provide the City the results of the above audits. If additional funds are required to perform the tests required by the City that are not accounted for in this Agreement, the Parties agree to amend this Agreement as necessary. The Contractor shall also protect data against deterioration or degradation of quality and authenticity by, at minimum, having a third party perform annual data integrity audits

17.5. **Transition of Services**: Upon expiration or earlier termination of this Agreement or any Work provided hereunder, the Contractor shall accomplish a complete transition of the Services from the Contractor to the City. The Contractor shall cooperate fully with the City and promptly take all steps required to assist in effecting a complete transition of the Services designated by the

City. All Services related to such transition shall be performed at no additional to the City. The Contractor shall extend this Agreement monthly if additional time is required beyond the termination of this Agreement, if necessary, to effectuate the transition and the City shall pay a proration of the subscription fee.

17.6.   Disaster Recovery and Continuity

17.6.1.   The Contractor shall maintain a continuous and uninterrupted business continuity and disaster recovery program with respect to the Work provided under this Agreement. The program shall be designed, in the event of a significant business disruption affecting the Contractor, to provide the necessary and sufficient capabilities, processes, and procedures to enable the Contractor to resume and continue to perform its duties and obligations under this Agreement without undue delay or disruption. In the event of equipment failures, the Contractor shall, at no additional expense to the City, take reasonable steps to minimize service interruptions, including using any back-up facilities where appropriate. Upon request, the Contractor shall provide the City with a copy of its disaster recovery plan and procedures.

17.6.2.   Prior to the Effective Date of this Agreement, the Contractor shall, at its own expense, conduct or have conducted the following, and thereafter, the Contractor will, at its own expense, conduct or have conducted the following at least once per year:

17.6.2.1.   A test of the operability, sufficiency, and completeness of business continuity and disaster recovery program's capabilities, processes, and procedures that are necessary to resume and continue to perform its duties and obligations under this Agreement.

17.6.2.2.   Based upon the results and subsequent recommendations of the testing above, the Contractor will, within thirty (30) calendar days of receipt of such results and recommendations, promptly modify its capabilities, processes, and procedures to meet its obligations under this Agreement and provide City with written evidence of remediation.

17.6.2.3.   Upon request, the Contractor shall provide the City with report summaries or other documentation resulting from above testing of any business continuity and disaster recovery procedures regarding the Services provided under this Agreement.

17.6.2.4.   The Contractor represents that it is capable, willing, and able to provide the necessary and sufficient business continuity and disaster recovery capabilities and functions that are appropriate for it to provide services under this Agreement.

18. DELIVERY AND ACCEPTANCE

18.1.   Acceptance & Rejection: This Agreement covers software, technology services, and other deliverables created pursuant to this Agreement (collectively, the "Created Deliverables"), as well as software and other deliverables created without any relationship to this Agreement (together with the Created Deliverables, the "Deliverables"). The Created Deliverables will be considered accepted ("Acceptance") only when the City provides the Contractor affirmative written notice of acceptance that such Created Deliverable has been accepted by the City. Such communication shall be provided within a reasonable time from the delivery of the Created Deliverable and shall

not be unreasonably delayed or withheld. Acceptance by the City shall be final, except in cases of Contractor's failure to conduct proper quality assurance, latent defects that could not reasonably have been detected upon delivery, or the Contractor's gross negligence or willful misconduct. The City may reject a Created Deliverable if it materially deviates from its specifications and requirements listed in this Agreement or its attachments by written notice setting forth the nature of such deviation. In the event of such rejection, the Contractor shall correct the deviation, at its sole expense, and redeliver the Created Deliverable within fifteen (15) days. After redelivery, the Parties shall again follow the acceptance procedures set forth herein. If any Created Deliverable does not perform to the City's satisfaction, the City reserves the right to repudiate acceptance. If the City ultimately rejects a Created Deliverable, or repudiates acceptance of it, the Contractor will refund to the City all fees paid, if any, by the City with respect to any rejected Created Deliverable. Acceptance shall not relieve the Contractor from its responsibility under any representation or warranty contained in this Agreement, and payment of an invoice prior to Acceptance does not grant a waiver of any representation or warranty made by the Contractor.

18.2. **Quality Assurance**: The Contractor shall provide and maintain a quality assurance system acceptable to the City for Created Deliverables under this Agreement and shall provide to the City only such Created Deliverables that have been inspected and found to conform to the specifications identified in this Agreement and any applicable solicitation, bid, offer, or proposal from which this Agreement results. The Contractor's delivery of any Created Deliverables to the City shall constitute certification that any Created Deliverables have been determined to conform to the applicable specifications, and the Contractor shall make records of such quality assurance available to the City upon request.

18.3. **License to Deliverables**: Effective upon Acceptance of each Created Deliverable, the Contractor grants the City a nonexclusive, royalty-free license to reproduce, modify, display, and use such Created Deliverable, and all intellectual property rights necessary to use the Created Deliverable as authorized, as necessary for the City's internal business purposes, provided the City complies with any license restrictions set forth in this Agreement and any attachments thereto. The City will not reverse engineer or reverse compile any part of a Created Deliverable unless agreed by the Parties in writing.

18.4. **Incorporation of Deliverables**: Upon Acceptance, each Created Deliverable will thereafter be subject to this Agreement's terms, including without limitation license, warranty, and indemnity terms.

19. WARRANTIES AND REPRESENTATIONS

19.1. Notwithstanding the acceptance of any Work or Created Deliverable, or the payment of any invoice for such Work or Created Deliverable, the Contractor warrants that any Work or Created Deliverable provided by the Contractor under this Agreement shall be free from material defects and shall function as intended and in material accordance with the applicable specifications. The Contractor warrants that any Work or Created Deliverable, and any media used to distribute it, shall be, at the time of delivery, free from any harmful or malicious code,

including without limitation viruses, malware, spyware, ransomware, or other similar function or technological means designed to disrupt, interfere with, or damage the normal operation of the Work or Created Deliverable and the use of City resources and systems. The Contractor's warranties under this Section shall apply to any defects or material nonconformities discovered within 180 days following delivery of any Work or Created Deliverable.

19.2.   Upon notice of any defect or material nonconformity, the Contractor shall submit to the City in writing within 10 business days of the notice one or more recommendations for corrective action with sufficient documentation for the City to ascertain the feasibility, risks, and impacts of each recommendation. The City's remedy for such defect or material non-conformity shall be:

19.2.1.   The Contractor shall re-perform, repair, or replace such Work or Created Deliverable in accordance with any recommendation chosen by the City. The Contractor shall deliver, at no additional cost to the City, all documentation required under this Agreement as applicable to the corrected Work or Created Deliverable; or

19.2.2.   The Contractor shall refund to the City all amounts paid for such Work or Created Deliverable, as well as pay to the City any additional amounts reasonably necessary for the City to procure alternative goods or services of substantially equivalent capability, function, and performance.

19.3.   Any Work or Created Deliverable delivered to the City as a remedy under this Section shall be subject to the same quality assurance, acceptance, and warranty requirements as the original Work or Created Deliverable. The duration of the warranty for any replacement or corrected Work or Created Deliverable shall run from the date of the corrected or replacement Work or Created Deliverable.

19.4.   **Customization Services**: The Contractor warrants that it will perform all customization services, if any, in a professional and workmanlike manner. In case of breach of the warranty of the preceding sentence, the Contractor, at its own expense, shall promptly re-perform the customization services in question or provide a full refund for all nonconforming customization services.

19.5.   **Third-Party Warranties and Indemnities**: The Contractor will assign to the City all third-party warranties and indemnities that the Contractor receives in connection with any Work or Created Deliverables provided to the City. To the extent that the Contractor is not permitted to assign any warranties or indemnities through to the City, the Contractor agrees to specifically identify and enforce those warranties and indemnities on behalf of the City to the extent the Contractor is permitted to do so under the terms of the applicable third-party agreements.

19.6.   **Intellectual Property Rights in the Software**: The Contractor warrants that it is the owner of all Created Deliverables, and of each and every component thereof, or the recipient of a valid license thereto, and that it has and will maintain the full power and authority to grant the intellectual property rights to the Created Deliverables in this Agreement without the further consent of any third party and without conditions or requirements not set forth in this Agreement. In the event of a breach of the warranty in this Section, the Contractor, at its own expense, shall promptly take the following actions: (i) secure for the City the right to continue using the Created

Deliverable as intended; (ii) replace or modify the Created Deliverable to make it non-infringing, provided such modification or replacement will not materially degrade any functionality as stated in this Agreement; or (iii) refund 100% of the fee paid for the Created Deliverable for every month remaining in the Term, in which case the Contractor may terminate any or all of the City's licenses to the infringing Created Deliverable granted in this Agreement and require return or destruction of copies thereof. The Contractor also warrants that there are no pending or threatened lawsuits, claims, disputes, or actions: (i) alleging that any of the Work or Created Deliverables infringes, violates, or misappropriates any third-party rights; or (ii) adversely affecting any Goods, Created Deliverables, Services, or the Contractor's ability to perform its obligations hereunder.

19.7. **Disabling Code**: The Work and any Created Deliverables will contain no malicious or disabling code that is intended to damage, destroy, or destructively alter software, hardware, systems, or data. The Contractor represents, warrants and agrees that the City will not receive from the Contractor any virus, worm, trap door, back door, timer, clock, counter or other limiting routine, instruction or design, or other malicious, illicit or similar unrequested code, including surveillance software or routines which may, or is designed to, permit access by any person, or on its own, to erase, or otherwise harm or modify any City system, resources, or data (a "Disabling Code"). In the event a Disabling Code is identified, the Contractor shall take all steps necessary, at no additional cost to the City, to: (i) restore and/or reconstruct all data lost by the City as a result of a Disabling Code; (ii) furnish to City a corrected version of the Work or Created Deliverables without the presence of a Disabling Code; and, (iii) as needed, re-implement the Work or Created Deliverable at no additional cost to the City. This warranty shall remain in full force and effect during the Term.

20. **CONFIDENTIAL INFORMATION**

20.1. "Confidential Information" means all information or data, regardless of form, not subject to disclosure under the Colorado Open Records Act, § 24-72-201, *et seq*., C.R.S. ("CORA"), and is marked or identified at the time of disclosure as being confidential, proprietary, or its equivalent. Each of the Parties may disclose (a "Disclosing Party") or permit the other Party (the "Receiving Party") access to the Disclosing Party's Confidential Information in accordance with the following terms. Except as specifically permitted in this Agreement or with the prior express written permission of the Disclosing Party, the Receiving Party shall not: (i) disclose, allow access to, transmit, transfer or otherwise make available any Confidential Information of the Disclosing Party to any third party other than its employees, Subcontractors, agents and consultants that need to know such information to fulfil the purposes of this Agreement, and in the case of non-employees, with whom it has executed a non-disclosure or other agreement which limits the use, reproduction and disclosure of the Confidential Information on terms that afford at least as much protection to the Confidential Information as the provisions of this Agreement; or (ii) use or reproduce the Confidential Information of the Disclosing Party for any reason other than as reasonably necessary to fulfil the purposes of this Agreement. This Agreement does not transfer ownership of Confidential Information or grant a license thereto. The City will retain all right, title, and interest in its Confidential Information.

20.2. The Contractor shall provide for the security of Confidential Information and information which may not be marked, but constitutes personally identifiable information, HIPAA, CJIS, or other federally or state regulated information ("Regulated Data") in accordance with all applicable laws, rules, policies, publications, and guidelines. If the Contractor receives Regulated Data outside the scope of this Agreement, it shall promptly notify the City.

20.3. Disclosed information or data that the Receiving Party can establish: (i) was lawfully in the Receiving Party's possession before receipt from the Disclosing Party; or (ii) is or becomes a matter of public knowledge through no fault of the Receiving Party; or (iii) was independently developed or discovered by the Receiving Party; or (iv) was received from a third party that was not under an obligation of confidentiality, shall not be considered Confidential Information under this Agreement. The Receiving Party will inform necessary employees, officials, Subcontractors, agents, and officers of the confidentiality obligations under this Agreement, and all requirements and obligations of the Receiving Party under this Agreement shall survive the expiration or earlier termination of this Agreement.

20.4. Nothing in this Agreement shall in any way limit the ability of the City to comply with any laws or legal process concerning disclosures by public entities. The Parties understand that all materials exchanged under this Agreement, including Confidential Information, may be subject to CORA. In the event of a request to the City for disclosure of possible confidential materials, the City shall advise the Contractor of such request to give the Contractor the opportunity to object to the disclosure of any of its materials which it marked as, or otherwise asserts is, proprietary or confidential. If the Contractor objects to disclosure of any of its material, the Contractor shall identify to the City the legal basis under CORA for any right to withhold. In the event of any action or the filing of a lawsuit to compel disclosure, the Contractor agrees to intervene in such action or lawsuit to protect and assert its claims of privilege against disclosure of such material or waive the same. If the matter is not resolved, the City will tender all material to the court for judicial determination of the issue of disclosure. The Contractor further agrees to defend, indemnify, and save and hold harmless the City, its officers, agents, and employees, from any claim, damages, expense, loss, or costs arising out of the Contractor's intervention to protect and assert its claim of privilege against disclosure under this Section, including but not limited to, prompt reimbursement to the City of all reasonable attorney fees, costs, and damages that the City may incur directly or may be ordered to pay.

21. **DATA MANAGEMENT, SECURITY, AND PROTECTION**

21.1. **Compliance with Data Protection Laws and Policies**: The Contractor shall comply with all applicable federal, state, local laws, rules, regulations, directives, and policies relating to data protection, use, collection, disclosures, processing, and privacy as they apply to the Contractor under this Agreement, including, without limitation, applicable industry standards or guidelines based on the data's classification relevant to the Contractor's performance hereunder and, when applicable, the most recent iterations of § 24-73-101, *et seq*.; C.R.S., IRS Publication 1075; the Health Information Portability and Accountability Act ("HIPAA"); the U.S. Department of Justice, Federal Bureau of Investigation, Criminal Justice Information Services ("CJIS") Security

Policy for all Criminal Justice Information; the Colorado Consumer Protection Act, the Payment Card Industry Data Security Standard ("PCI-DSS"), and the Minimum Acceptable Risk Standards for Exchanges, (collectively, "Data Protection Laws"). If the Contractor becomes aware that it cannot reasonably comply with the terms or conditions contained herein due to a conflicting law or policy, the Contractor shall promptly notify the City. The Contractor shall comply with all rules, policies, procedures, and standards issued by the City's Technology Services Security Section. The most recent copy of which is posted at: https://denvercity.sharepoint.com/sites/TechServices/SitePages/Information-Governance-Committee.aspx

21.2. **Safeguarding Protected and Sensitive Information**: "Protected Information" means data, regardless of form, that has been designated as sensitive, private, proprietary, protected, or confidential by law, policy, or the City. Protected Information includes, but is not limited to, employment records, protected health information, student and education records, criminal justice information, personal financial records, research data, trade secrets, classified government information, other regulated data, and personally identifiable information as defined by §§ 24-73-101(4)(b) and 6-1-716(1)(g)(I)(A), C.R.S., as amended. Protected Information shall not include public records that by law must be made available to the public under CORA. To the extent there is any uncertainty as to whether data constitutes Protected Information, the data in question shall be treated as Protected Information until a determination is made by the City or an appropriate legal authority. Unless the City provides security protection for the information it discloses to the Contractor, the Contractor shall implement and maintain reasonable security procedures and practices that are both appropriate to the nature of the Protected Information disclosed and that are reasonably designed to help safeguard Protected Information from unauthorized access, use, modification, disclosure, or destruction. Disclosure of Protected Information does not include disclosure to a third party under circumstances where the City retains primary responsibility for implementing and maintaining reasonable security procedures and practices appropriate to the nature of the Protected Information, and the City implements and maintains technical controls reasonably designed to safeguard Protected Information from unauthorized access, modification, disclosure, or destruction or effectively eliminate the third party's ability to access Protected Information, notwithstanding the third party's physical possession of Protected Information. If the Contractor has been contracted to maintain, store, or process personal information on the City's behalf, the Contractor is a "Third-Party Service Provider" as defined by § 24-73-103(1)(i), C.R.S. Contractor may process personally identifiable information as part of standard business operations. Contractor will make available SOC2 Type2, or similar independent security audit results, to the City upon request.

21.3. **Data Access and Integrity**: The Contractor shall implement and maintain all appropriate administrative, physical, technical, and procedural safeguards necessary and appropriate to ensure compliance with the standards, guidelines, and Data Protection Laws applicable to the Contractor's performance hereunder to ensure the security and confidentiality of all data. The Contractor shall protect against threats or hazards to the security or integrity of data; protect

against unauthorized disclosure, access to, or use of any data; restrict access to data as necessary; and ensure the proper and legal use of data. The Contractor shall not engage in "data mining" except as specifically and expressly required by law or authorized in writing by the City. Unless otherwise required by law, the City has exclusive ownership of all data it discloses under this Agreement, and the Contractor shall have no right, title, or interest in data obtained in connection with the services provided herein. The Contractor has a limited, nonexclusive license to access and use data as provided in this Agreement solely for the purpose of performing its obligations hereunder. The City retains the right to access and retrieve its data stored on the Contractor's infrastructure at any time during the Term. All City Data created and/or processed by the Work is and shall remain the property of the City and shall in no way become attached to the Work, nor shall the Contractor have any rights in or to the City Data without the express written permission of the City. This Agreement does not give a Party any rights, implied or otherwise, to the other's data, content, or intellectual property, except as expressly stated in this Agreement. The City retains the right to use the Work to access and retrieve data stored on the Contractor's infrastructure at any time during the Term. Upon written request, the Contractor shall provide the City its policies and procedures to maintain the confidentiality of City Data and Protected Information.

21.4.   **Response to Legal Orders for City Data**: If the Contractor is required by a court of competent jurisdiction or administrative body to disclose City Data, the Contractor shall first notify the City and, prior to any disclosure, cooperate with the City's reasonable requests in connection with the City's right to intervene, quash, or modify the legal order, demand, or request, and upon request, provide the City with a copy of its response. If the City receives a subpoena, legal order, or other legal demand seeking data maintained by the Contractor, the City will promptly provide a copy to the Contractor. Upon notice and if required by law, the Contractor shall promptly provide the City with copies of its data required for the City to meet its necessary disclosure obligations.

21.5.   **Data Retention, Transfer, Litigation Holds, and Destruction**: Using appropriate and reliable storage media, the Contractor shall regularly backup data used in connection with this Agreement and retain such backup copies consistent with the Rubicon's data and record retention policies. All City Data shall be encrypted in transmission, including by web interface, and in storage by an agreed upon National Institute of Standards and Technology ("NIST") approved strong encryption method and standard. The Contractor shall not transfer or maintain data under this Agreement outside of the United States without the City's express written permission. Upon termination of this Agreement, the Contractor shall securely delete or securely transfer all data, including Protected Information, to the City in an industry standard format as directed by the City; however, this requirement shall not apply to the extent the Contractor is required by law to retain data, including Protected Information. Upon the City's request, the Contractor shall confirm, by providing a certificate, the data disposed of, the date disposed of, and the method of disposal. With respect to any data in the Contractor's exclusive custody, the City may request, at not additional cost to the City, that the Contractor preserve such data outside of record retention

policies. The City will promptly coordinate with the Contractor regarding the preservation and disposition of any data and records relevant to any current or anticipated litigation, and the Contractor shall continue to preserve the records until further notice by the City. Unless otherwise required by law or regulation, when paper or electronic documents are no longer needed, the Contractor shall destroy or arrange for the destruction of such documents within its custody or control that contain Protected Information by shredding, erasing, or otherwise modifying the Protected Information in the paper or electronic documents to make it unreadable or indecipherable. The Contractor and its third-party services providers must develop and maintain a written policy for the destruction of such records.

21.6.   **Software and Computing Systems**: The Contractor shall maintain commercially reasonable network security that, at a minimum, includes network firewalls, intrusion detection/prevention, and enhancements or updates consistent with evolving industry standards The Contractor shall use industry-standard and up-to-date security tools, technologies and procedures including, but not limited to, anti-virus and anti-malware protections.

21.7.   **Background Checks**: The Contractor shall ensure that, prior to being granted access to Protected Information, the Contractor's agents, employees, Subcontractors, volunteers, or assigns who perform work under this Agreement have all undergone and passed all necessary criminal background screenings, have successfully completed annual instruction of a nature sufficient to enable them to effectively comply with all data protection provisions of this Agreement and Data Protection Laws, and possess all qualifications appropriate to the nature of the employees' duties and the sensitivity of the data. If the Contractor will have access to federal tax information ("FTI") under this Agreement, the Contractor shall comply with the background check and other provisions of Section 6103(b) of the Internal Revenue Code, the requirements of IRS Publication 1075, and the Privacy Act of 1974, 5 U.S.C. § 552a, *et. seq.*, related to federal tax information.

21.8.   **Subcontractors and Employees**: If the Contractor engages a Subcontractor under this Agreement, the Contractor shall impose data protection terms that provide at least the same level of data protection as in this Agreement and to the extent appropriate to the nature of the Work provided. The Contractor shall monitor the compliance with such obligations and remain responsible for its Subcontractor's compliance with the obligations of this Agreement and for any of its Subcontractors acts or omissions that cause the Contractor to breach any of its obligations under this Agreement. Unless the Contractor provides its own security protection for the information it discloses to a third party, the Contractor shall require the third party to implement and maintain reasonable security procedures and practices that are appropriate to the nature of the Protected Information disclosed and that are reasonably designed to protect it from unauthorized access, use, modification, disclosure, or destruction. Any term or condition within this Agreement relating to the protection and confidentially of any disclosed data shall apply equally to both the Contractor and any of its Subcontractors, agents, assigns, employees, or volunteers. Upon request, the Contractor shall provide the City copies of its record retention, data privacy, and information security policies. The Contractor shall ensure all Subcontractors sign, or have signed, agreements containing nondisclosure provisions at least as protective as those in this Agreement, and that the

nondisclosure provisions are in force so long as the Subcontractor has access to any data disclosed under this Agreement. Upon request, the Contractor shall provide copies of those signed nondisclosure agreements to the City.

21.9. <u>**Security Audit Access**</u>: The Contractor shall permit the City reasonable access and shall provide the City with information reasonably required to assess the Contractor's compliance with its security and confidentiality obligations under this Agreement. Such access and information shall include an annual SSAE 16/SOC 2 audit, or an alternative audit recommended by the City, and the Contractor shall comply with the City's annual risk assessment and the results thereof. To the extent the Contractor controls or maintains information systems used in connection with this Agreement, the Contractor shall provide the City with the results of all security assessment activities when conducted on such information systems, including any code-level vulnerability scans, application-level risk assessments, and other security assessment activities as required by this Agreement or reasonably requested by the City. The Contractor will remediate any vulnerabilities to comply with its obligations hereunder.

21.10. <u>**Unauthorized Data Disclosure**</u>

21.10.1. <u>**Security Breach**</u>: If the Contractor becomes aware of a suspected or unauthorized acquisition or disclosure of unencrypted data, in any form, that compromises the security, access, confidentiality, or integrity of City Data, Protected Information, or other data maintained or provided by the City ("Security Breach"), the Contractor shall notify the City in the most expedient time and without unreasonable delay but no less than forty-eight (48) hours. A Security Breach shall also include, without limitation, (i) attempts to gain unauthorized access to a City system or City Data regardless of where such information is located; (ii) unwanted disruption or denial of service; (iii) the unauthorized use of a City system for the processing or storage of data; or (iv) changes to the City's system hardware, firmware, or software characteristics without the City's knowledge, instruction, or consent. Any oral notice of a Security Breach provided by the Contractor shall be immediately followed by a written notice to the City. The Contractor shall maintain documented policies and procedures for Security Breaches including reporting, notification, and mitigation.

21.10.2. <u>**Cooperation**</u>: The Contractor shall fully cooperate with the City regarding recovery, lawful notices, investigations, remediation, and the necessity to involve law enforcement, as determined by the City and as required by law. The Contractor shall preserve and provide all information relevant to the Security Breach to the City; provided, however, the Contractor shall not be obligated to disclose confidential business information or trade secrets. Unless the Contractor can establish that neither it nor any of its agents, employees, assigns, or Subcontractors are the cause or source of the Security Breach, the Contractor shall indemnify, defend, and hold harmless the City for all claims, including reasonable attorneys' fees, costs, and expenses incidental thereto, which may be suffered by, accrued against, charged to, or recoverable from the City in connection with a Security Breach and any required lawful notices.

21.10.3. **Reporting**: The Contractor shall provide a written report to the City that identifies: (i) the nature of the unauthorized use or disclosure; (ii) the data used or disclosed; (iii) the parties responsible for the Security Breach (if known); (iv) what the Contractor has done or shall do to mitigate the effect of the Security Breach; and (v) what corrective action the Contractor has taken or shall take to prevent future Security Breaches. Except as expressly required by law, the Contractor will not disclose or otherwise provide notice of the incident directly to any person, regulatory agencies, or other entities, without prior written permission from the City.

21.10.4. **Costs**: Notwithstanding any other provision of this Agreement, and in addition to any other remedies available to the City under law or equity, the Contractor will promptly reimburse the City in full for all reasonable costs incurred by the City in any investigation, remediation or litigation resulting from any Security Breach, including but not limited to providing notification to third parties whose data was compromised and to regulatory bodies, law-enforcement agencies, or other entities as required by law or contract; establishing and monitoring call center(s), and credit monitoring and/or identity restoration services to assist each person impacted by a Data Incident in such a fashion that, in the City's sole discretion, could lead to identity theft; and the payment of legal fees and expenses, audit costs, fines and penalties, and other fees imposed by regulatory agencies, courts of law, or contracting partners as a result of the Security Breach.

21.10.5. **Remediation**: After a Security Breach, the Contractor shall take steps to reduce the risk of incurring a similar type of Security Breach in the future as directed by the City, which may include, but is not limited to, developing and implementing a remediation plan that is approved by the City at no additional cost to the City. The City may adjust or direct modifications to this plan, and the Contractor shall make all reasonable modifications as directed by the City. The City may, in its sole discretion and at the Contractor's sole expense, require the Contractor to engage the services of an independent, qualified, City-approved third party to conduct a security audit. The Contractor shall provide the City with the results of such audit and evidence of the Contractor's planned remediation in response to any negative findings. Implementation of corrective actions to remedy the Security Breach and restore the City's access to the Work shall occur within a commercially reasonable time once the Contractor becomes aware of any Security Breach.

21.11. **Request for Additional Protections and Survival**: In addition to the terms contained herein, the City may reasonably request that the Contractor protect the confidentiality of certain Protected Information or other data in specific ways to ensure compliance with Data Protection Laws and any changes thereto. Unless a request for additional protections is mandated by a change in law, the Contractor may reasonably decline the City's request to provide additional protections. If such a request requires the Contractor to take steps beyond those contained herein, the Contractor shall notify the City with the anticipated cost of compliance, and the City may thereafter, in its sole discretion, direct the Contractor to comply with the request at the City's expense; provided, however, that any increase in costs that would increase the Maximum Contract

Amount must first be memorialized in a written amendment complying with City procedures. Obligations contained in this Agreement relating to the protection and confidentially of any disclosed data shall survive termination of this Agreement, and the Contractor shall continue to safeguard all data for so long as the data remains confidential or protected and in the Contractor's possession or control.

22. **TAXES, CHARGES AND PENALTIES**: The City shall not be liable for the payment of taxes, late charges, or penalties of any nature other than the compensation stated herein, except for any additional amounts which the City may be required to pay under D.R.M.C. § 20-107 to § 20-115.

23. **ASSIGNMENT; SUBCONTRACTING**: The Contractor shall not voluntarily or involuntarily assign any of its rights or obligations, or subcontract performance obligations, under this Agreement without obtaining the City's prior written consent. Any assignment or subcontracting without such consent will be ineffective and void and shall be cause for termination of this Agreement by the City. The City has sole and absolute discretion whether to consent to any assignment or subcontracting, or to terminate this Agreement because of unauthorized assignment or subcontracting. In the event of any subcontracting or unauthorized assignment: (i) the Contractor shall remain responsible to the City; and (ii) no contractual relationship shall be created between the City and any subconsultant, Subcontractor, or assign.

24. **NO THIRD-PARTY BENEFICIARY**: Enforcement of the terms of this Agreement and all rights of action relating to enforcement are strictly reserved to the Parties. Nothing contained in this Agreement gives or allows any claim or right of action to any third person or entity. Any person or entity other than the City or the Contractor receiving services or benefits pursuant to this Agreement is an incidental beneficiary only.

25. **NO AUTHORITY TO BIND CITY TO CONTRACTS**: The Contractor lacks any authority to bind the City on any contractual matters. Final approval of all contractual matters that purport to obligate the City must be executed by the City in accordance with the City's Charter and the Denver Revised Municipal Code.

26. **AGREEMENT AS COMPLETE INTEGRATION-AMENDMENTS**: Except for the functional requirements provided in response to a request for proposal and/or any subsequent enhancement of the SOW or other implementation documentation that may be developed after execution of this Agreement, this Agreement is the complete integration of all understandings between the Parties as to the subject matter of this Agreement. No prior, contemporaneous, or subsequent addition, deletion, or other modification has any force or effect, unless embodied in this Agreement in writing. No oral representation by any officer or employee of the City at variance with the terms of this Agreement or any written amendment to this Agreement will have any force or effect or bind the City.

27. **SEVERABILITY**: Except for the provisions of this Agreement requiring appropriation of funds and limiting the total amount payable by the City, if a court of competent jurisdiction finds any provision of this Agreement or any portion of it to be invalid, illegal, or unenforceable, the validity of the remaining portions or provisions will not be affected, if the intent of the Parties can be fulfilled.

28. **CONFLICT OF INTEREST**: No employee of the City shall have any personal or beneficial interest in the services or property described in this Agreement. The Contractor shall not hire, or contract for

services with, any employee or officer of the City that would be in violation of the City's Code of Ethics, D.R.M.C. § 2-51, *et seq*. or the Charter §§ 1.2.8, 1.2.9, and 1.2.12. The Contractor shall not engage in any transaction, activity or conduct that would result in a conflict of interest under this Agreement. The Contractor represents that it has disclosed any and all current or potential conflicts of interest. A conflict of interest shall include transactions, activities or conduct that would affect the judgment, actions or work of the Contractor by placing the Contractor's own interests, or the interests of any party with whom the Contractor has a contractual arrangement, in conflict with those of the City. The City, in its sole discretion, will determine the existence of a conflict of interest and may terminate this Agreement in the event it determines a conflict exists, after it has given the Contractor written notice describing the conflict.

29. **NOTICES**: All notices required by the terms of this Agreement must be hand delivered, sent by overnight courier service, mailed by certified mail, return receipt requested, electronic mail, or mailed via United States mail, postage prepaid, if to the Contractor at the aforementioned address, and if to the City at:

> Chief Information Officer, Denver Technology Services
> 201 West Colfax Avenue, Dept. 301
> Denver, Colorado 80202
>
> With a copy to:
>
> Denver City Attorney's Office
> 1437 Bannock St., Room 353
> Denver, Colorado 80202

Notices hand delivered, sent by overnight courier, or electronic mail are effective upon delivery. Notices sent by certified mail are effective upon receipt. Notices sent by mail are effective upon deposit with the U.S. Postal Service. The Parties may designate electronic and substitute addresses where or persons to whom notices are to be mailed or delivered. However, these substitutions will not become effective until actual receipt of written notification.

30. **DISPUTES**: All disputes between the City and the Contractor arising out of or regarding this Agreement will be resolved by administrative hearing pursuant to the procedure established by D.R.M.C. § 56-106(b)-(f). For the purposes of that administrative procedure, the City official rendering a final determination shall be the CIO as defined in this Agreement. In the event of a dispute between the Parties, the Contractor will continue to perform its obligations under this Agreement during the resolution of the dispute until this Agreement is terminated in accordance with its terms.

31. **GOVERNING LAW; VENUE**: This Agreement will be construed and enforced in accordance with applicable federal law, the laws of the State of Colorado, and the Charter, Revised Municipal Code, ordinances, regulations and Executive Orders of the City and County of Denver, which are expressly incorporated into this Agreement. Unless otherwise specified, any reference to statutes, laws, regulations, charter or code provisions, ordinances, executive orders, or related memoranda, includes

amendments or supplements to same. Venue for any legal action relating to this Agreement will be in the District Court of the State of Colorado, Second Judicial District (Denver District Court).

32. **NO DISCRIMINATION IN EMPLOYMENT**:   In connection with the performance of work under this Agreement, the Contractor may not refuse to hire, discharge, promote, demote, or discriminate in matters of compensation against any person otherwise qualified, solely because of race, color, religion, national origin, ethnicity, citizenship, immigration status, gender, age, sexual orientation, gender identity, gender expression, marital status, source of income, military status, protective hairstyle, or disability. The Contractor shall insert the foregoing provision in all subcontracts.

33. **LEGAL AUTHORITY**: The Contractor represents and warrants that it possesses the legal authority, pursuant to any proper, appropriate, and official motion, resolution or action passed or taken, to enter into this Agreement. Each person signing and executing this Agreement on behalf of the Contractor represents and warrants that he has been fully authorized by the Contractor to execute this Agreement on behalf of the Contractor and to validly and legally bind the Contractor to all the terms, performances and provisions of this Agreement. The City shall have the right, in its sole discretion, to either temporarily suspend or permanently terminate this Agreement if there is a dispute as to the legal authority of either the Contractor or the person signing this Agreement to enter into this Agreement.

34. **LICENSES, PERMITS, AND OTHER AUTHORIZATIONS:** The Contractor shall secure, prior to the Term, and shall maintain, at its sole expense, all licenses, certifications, rights, permits, and other authorizations required to perform its obligations under this Agreement. This Section is a material part of this Agreement.

35. **NO CONSTRUCTION AGAINST DRAFTING PARTY**: The Parties and their respective counsel have had the opportunity to review this Agreement, and this Agreement will not be construed against any party merely because any provisions of this Agreement were prepared by a particular party.

36. **ORDER OF PRECEDENCE**: In the event of any conflicts between the language of this Agreement and the exhibits, the language of this Agreement controls.

37. **SURVIVAL OF CERTAIN PROVISIONS**: The terms of this Agreement and any exhibits and attachments that by reasonable implication contemplate continued performance, rights, or compliance beyond expiration or termination of this Agreement survive this Agreement and will continue to be enforceable. Without limiting the generality of this provision, the Contractor's obligations to provide insurance and to indemnify the City will survive for a period equal to any and all relevant statutes of limitation, plus the time necessary to fully resolve any claims, matters, or actions begun within that period.

38. **INUREMENT**: The rights and obligations of the Parties herein set forth shall inure to the benefit of and be binding upon the Parties hereto and their respective successors and assigns permitted under this Agreement.

39. **TIME IS OF THE ESSENCE**: The Parties agree that in the performance of the terms, conditions, and requirements of this Agreement, time is of the essence.

40. **FORCE MAJEURE**: Neither Party shall be responsible for failure to fulfill its obligations hereunder or liable for damages resulting from delay in performance as a result of war, fire, strike, riot or

insurrection, natural disaster, unreasonable delay of carriers, governmental order or regulation, complete or partial shutdown of manufactures, unreasonable unavailability of equipment or software from suppliers, default of a Subcontractor or vendor (if such default arises out of causes beyond their reasonable control), the actions or omissions of the other Party and/or other substantially similar occurrences beyond the Party's reasonable control ("Excusable Delay"). In the event of any such Excusable Delay, time for performance shall be extended for as may be reasonably necessary to compensate for such delay.

41. **PARAGRAPH HEADINGS**: The captions and headings set forth herein are for convenience of reference only and shall not be construed to define or limit the terms and provisions hereof.

42. **CITY EXECUTION OF AGREEMENT**: This Agreement is expressly subject to and shall not be or become effective or binding on the City until it has been fully executed by all signatories of the City and County of Denver.

43. **ADVERTISING AND PUBLIC DISCLOSURE**: The Contractor shall not include any reference to this Agreement or to services performed pursuant to this Agreement in any of the Contractor's advertising or public relations materials without first obtaining the City' written approval. Any oral presentation or written materials related to services performed under this Agreement will be limited to services that have been accepted by the City. The Contractor shall notify the City in advance of the date and time of any presentation. Nothing in this provision precludes the transmittal of any information to City officials.

44. **EXTERNAL TERMS AND CONDITIONS DISCLAIMER**: Notwithstanding anything to the contrary herein, the City shall not be subject to any provision included in any terms, conditions, or agreements appearing on the Contractor's or a Subcontractor's website or any provision incorporated into any click-through or online agreements related to the Work unless that provision is specifically referenced in this Agreement.

45. **PROHIBITED TERMS**: Any term included in this Agreement that requires the City to indemnify or hold the Contractor harmless; requires the City to agree to binding arbitration; limits the Contractor's liability for damages resulting from death, bodily injury, or damage to tangible property; or that conflicts with this provision in any way shall be *void ab initio*.

46. **USE, POSSESSION OR SALE OF ALCOHOL OR DRUGS**: The Contractor shall cooperate and comply with the provisions of Executive Order 94 and Attachment A thereto concerning the use, possession or sale of alcohol or drugs. Violation of these provisions or refusal to cooperate with implementation of the policy can result in the City barring the Contractor from City facilities or participating in City operations.

47. **COUNTERPARTS OF THIS AGREEMENT**: This Agreement may be executed in counterparts, each of which shall be deemed to be an original of this Agreement.

48. **ELECTRONIC SIGNATURES AND ELECTRONIC RECORDS**: The Contractor consents to the use of electronic signatures by the City. This Agreement, and any other documents requiring a signature hereunder, may be signed electronically by the City in the manner specified by the City. The Parties agree not to deny the legal effect or enforceability of this Agreement solely because it is in electronic form or because an electronic record was used in its formation. The Parties agree not to

object to the admissibility of this Agreement in the form of an electronic record, or a paper copy of an electronic document, or a paper copy of a document bearing an electronic signature, on the ground that it is an electronic record or electronic signature or that it is not in its original form or is not an original.

49. **ATTACHED EXHIBITS INCORPORATED**: The following attached exhibits are hereby incorporated into and made a material part of this Agreement: **Exhibit A**, Scope of Work; **Exhibit B**, Certificate of Insurance; **Exhibit C**, Service Level Agreement; and **Exhibit D**, Sourcewell Contract.

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Contract Control Number: TECHS-202265616-00
Contractor Name: RUBICON GLOBAL, LLC

IN WITNESS WHEREOF, the parties have set their hands and affixed their seals at Denver, Colorado as of:

SEAL   **CITY AND COUNTY OF DENVER:**

ATTEST: By:

_____

_____

APPROVED AS TO FORM: **REGISTERED AND COUNTERSIGNED:**

Attorney for the City and County of Denver
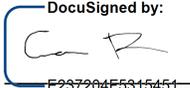
By: By:

_____   _____

                                    By:

_____

Contract Control Number: TECHS-202265616-00
Contractor Name: RUBICON GLOBAL, LLC

By: _____

Name: Conor Riffle
     (please print)

Title: SVP, Smart Cities
    (please print)

ATTEST: [if required]

By: _____

Name: _____
    (please print)

Title: _____
    (please print)

Technology Services Program Management Office (PMO)
Project SOW Exhibit A:
RUBICONSmartCity Implementation | Project PRJ0010513

James Walker
July 11, 2022

Revision History

Date	Modified By	Version	Revision Comments
8/29/2022	James Walker	.5	Initial structure drafting
09/06/2022	James Walker	.6	Rubicon SOW integration
09/15/2022	James Walker	.7	Restructuring document to match standards and further developing content
09/16/2022	James Walker	1.0	Finalized all the unknowns, developed the document diagrams and tables based on the available information
10/07/2022	James Walker	2.0	Completed revision of the SLAs and revisions related to previous working sessions.
11/17/2022	James Walker	2.1	Corrected the page numbers after approved revisions by vendor

Contents

1. Project Overview

This Statement of Work ("SOW") defines the scope of work that will be performed by Rubicon and the City and County of Denver (CCD) to implement the Rubicon Route Optimization Application (RUBICONSmartCity). This SOW will provide an overview of the project elements necessary for this endeavor to be successful. These include but are not limited to the following areas.

Objectives	Implementation Schedule
Key Participants	Financial Details and Billing Plan
Project Approach	Assumptions and Dependencies
Requirements	Risks and Issues
Deliverables with Acceptance Criteria	

1.1 Background

Solid Waste equipment operators have one of the most visible jobs in the City and County of Denver. They directly serve over 180,000 customers per week driving the streets and alleys to pick up residential waste. There is a renewed customer emphasis on accountability and efficiency due to the recent passage of the volume-based pricing ordinance.

1.2 Objectives

This project shall deliver the Rubicon Waste Management and navigation solution (RUBICONSmartCity) to CCD. RUBICONSmartCity will allow CCD agencies, as listed in section 5.1 of this document, to plan routes more efficiently, reduce currently existing distracted driving potential, reduce the number of waste collection errors, as well as monitor vehicular activities and events.

The objectives of this project are to deliver an integrated software solution that will:
- Improve route efficiency
- Increase customer service
- Enhance vehicle maintenance capabilities
- Digitize collection operations
- Leverage existing assets for urban data collection

1.3 Scope

1.3.1 In scope

The purchase and implementation of RUBICONSmartCity which includes:
- Customer, Vehicle, and Driver data upload into the application for further reporting and analysis
- ArcGIS Plug-in
- Samsara Plug-in
- Utilize with 150 solid waste vehicles and CCD provided iPads with the RUBICONSmartCity application.
  - 1 license per device, device management (accessible through manager level in RUBICONSmartCity) portal, and can see how many active/credit licenses once driver completes route.
- Field Testing of the In-Cab-Interface (ICI), and Driver App.
- Testing of the Manager Portal, ICI, and Driver App.
- Training for equipment operators, Solid Waste Management (SWM) Customer Service, SWM managers, and 311 staff.

o Salesforce Interface

1.3.2 Out of scope

- Replacement of the Samsara fleet monitoring system.
- Modification of CCD Salesforce not directly connected with approved RUBICONSmartCity functions and features.
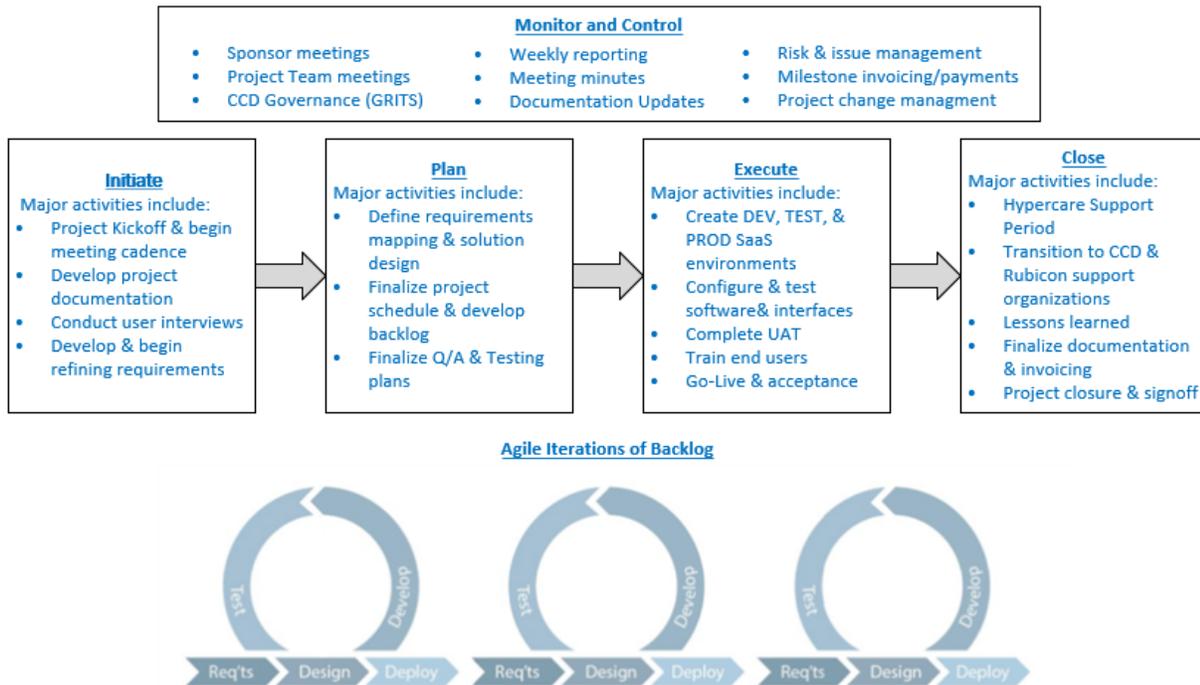- Anything else not included in the section 1.3.1 In Scope.

1.3.3 Key Participants

The following table lists the known and anticipated participants that will be involved in this project.

Name	Organization	Role	Project Team/Stakeholder
Margaret Medellin	CCD	Department of Transportation and Infrastructure (DOTI) Project Sponsor	Project Team
Desmond Grant	CCD	Technology Services (TS) Project Sponsor	Project Team
Richard Villa	CCD	Solid Waste Management Subject Matter Expert	Project Team
James Walker	CCD	TS Project Manager (PM)	Project Team
Anika Olson	CCD	311 Subject Matter Expert	Project Team
Alicia Castaneda	CCD	Solid Waste Management Customer Service Subject Matter Expert	Project Team
Ken Agruello	CCD	DOTI Administrator	Project Team
TBD	CCD	DOTI Business Analyst	Project Team
TBD	CCD	DOTI Subject Matter Expert	Project Team
TBD	CCD	TS GIS Subject Matter Expert	Project Team
TBD	CCD	TS Salesforce Analyst	Project Team
TBD	CCD	TS Salesforce Developer	Project Team
TBD	CCD	TS Salesforce Architect	Project Team
Alex McClary	CCD	TS Mulesoft Architect	Project Team
TBD	CCD	TS Mulesoft Developer	Project Team
TBD	CCD	TS Quality Assurance Analyst	Project Team
TBD	CCD	Production Support Analyst	Project Team
Fred Hannon	Rubicon	Rubicon Sponsor	Project Team
TBD	Rubicon	Sr. Systems Analyst	Project Team
TBD	Rubicon	Samsara Subject Matter Expert	Project Team
Stephania Alvarez	Rubicon	Training & Implementation Manager	Project Team
David Battaglia	Rubicon	Project Manager	Project Team
Terry Watkins	Rubicon	Customer Success Manager (CSM)	Project Team
TBD	Rubicon	Developer(s)	Project Team
TBD	Rubicon	Support Engineer(s)/Trainer(s)	Project Team
DOTI, 311, SWM	CCD	Agency End Users	Stakeholders

2 Project Approach

Project engagements such as this require strong collaboration between Rubicon and CCD to be successful. The Project Team supported by the Stakeholders from section 1.3.3 will employ a hybrid implementation approach that utilizes both Agile and Waterfall methodologies. SDLC and PMI best practices will be used to ensure the final solution meets CCD's requirements and achieves the project objectives.

Monitor and Control
- Sponsor meetings
- Project Team meetings
- CCD Governance (GRITS)
- Weekly reporting
- Meeting minutes
- Documentation Updates
- Risk & issue management
- Milestone invoicing/payments
- Project change managment

Initiate
Major activities include:
- Project Kickoff & begin meeting cadence
- Develop project documentation
- Conduct user interviews
- Develop & begin refining requirements

Plan
Major activities include:
- Define requirements mapping & solution design
- Finalize project schedule & develop backlog
- Finalize Q/A & Testing plans

Execute
Major activities include:
- Create DEV, TEST, & PROD SaaS environments
- Configure & test software & interfaces
- Complete UAT
- Train end users
- Go-Live & acceptance

Close
Major activities include:
- Hypercare Support Period
- Transition to CCD & Rubicon support organizations
- Lessons learned
- Finalize documentation & invoicing
- Project closure & signoff

Agile Iterations of Backlog

Test — Develop — Req'ts — Design — Deploy

2.1 Project Change Request Process

If the Rubicon scope outlined in this SOW must be altered (i.e., scope, schedule, or budget) regardless of if this alteration impacts the costs associated with the project, the following Change Request process will be adhered to.

- Rubicon will provide CCD with a Rubicon Change Request, that details what the change is and at minimum the impacts to the scope, schedule, and budget. If warranted the Change Request should also include the risks, issues, and dependencies associated with the change.
- The CCD Project Team will review the Rubicon Change Request to ensure the full impact of the change is understood. If required CCD and Rubicon will meet to ensure CCD completely understands the change being requested.
- Upon the outset of the Change Request being identified, the CCD Project Manager will advise the CCD Project Sponsors of the Change and rough order of magnitude (i.e., small, medium, large) the anticipated impact it will have on the project.
- Once the CCD Project Team has confirmed the impact of the change is completely understood, the CCD Project Manager will present the Change Request to the CCD Sponsors for formal approval.
- Once a decision is rendered by the CCD Project Sponsors, the CCD Project Manager will provide the Rubicon Project Manager with written/electronic notice

of the decision and if approved the change will be officially added to the project scope. If the change is not approved, it will be dispositioned as an issue, risk, or closed by the CCD Project Manager.

- If the Change Request impact on the schedule risks or causes a work stoppage prior to the Change Request process being completed, the Rubicon Project Manager and CCD Project Manager must work to expedite this process to avoid or at minimum reduce any work stoppage(s).
-

2.2 Business Requirements

The following represent CCD's high level business requirements of the RUBICONSmartCity. These will be further defined during the discovery sessions.

Req#	General Requirement	Description
BR1	Rubicon - Salesforce Interface	Deliver a fully functional Salesforce to Rubicon interface that consumes and shares the defined customer data through an API.
BR2	Azure Single Sign On (SSO) Integration	Provide SSO integration to allow for secure authentication.
BR3	Initiate comments by linking to existing location/ address	When initiating a new note through Rubicon, that has not already been created through the interfaces, the user can pin the location on the Map and create a note regarding the location (example: Unsafe location when snowy, aggressive customer, special needs, etc).
BR4	New Record Business Logic	Apply defined business rules and logic to new records received from the Salesforce interface.
BR5	Ability to view and communicate to crew	Provides ability to locate and communicate with other drivers and/or dispatch using in-app communication functionality.
BR6	Route Optimization	Provides a navigation feature which reduces the total distance/time driven based on Rubicon or preset parameters.
BR7	Smart Routing	Provides a navigation routing feature which decides the best way to reroute based on reported blockages/ad-hoc rerouting.
BR8	Samsara integration	Integrate the existing devices into the RUBICONSmartCity platform with the ability to review data and location from the devices.
BR9	Ability to search addresses	Search functionality to locate customer by address, cross-streets, and nearby notes.
BR10	Establish permission-based user groups	Role based end user access to functionality and data.
BR11	Provide Rubicon Training Materials	Develop Training documentation for the CCD specific RUBICONSmartCity software so end users become proficient using Rubicon.
BR12	Deliver Rubicon Train-the-Trainer Training	Provide in person or onsite Rubicon Training classes to select CCD end users, so that they can support User Acceptance Testing and deliver Training to other CCD staff.
BR13	Go Live Hypercare Support	Provide increased level of technical support to CCD users for 30 Days .

2.3 Deliverables and Acceptance Criteria

2.3.1 Project Management

As a part of this contract, Rubicon will provide a Launch Manager, hereby referred to as the Rubicon Project Manager, for Project Management Services to oversee the execution of the deliverables contained within this SOW.

- A Rubicon project manager will manage the timeline, deliverables, and financial components for all Rubicon designated tasks within the project to ensure the timely delivery of items identified as "In scope" within this SOW and all approved change orders.
- A Rubicon project manager will schedule and facilitate, in conjunction with the CCD project manager, the project kick-off and close-out meetings.
- A Rubicon project manager will prepare meeting minutes for all scheduled meetings in a format defined by the CCD Project Manager.
- A Rubicon project manager will, in conjunction with CCD project manager, develop, maintain, and adhere to a mutually agreed upon project timeline that incorporates both Rubicon and CCD tasks into a single accepted document that can be followed through the life cycle of the project.
- A Rubicon project manager will manage, in conjunction with CCD project manager where applicable, escalations where needed.
- A Rubicon project manager will assist the CCD project manager in completing CCD required deliverables and project artifacts(e.g., Project Charter, Architecture Diagram, etc.).
- A Rubicon project manager will aid in the development of all CCD PM documentation or project artifacts when requested.
- A Rubicon project manager will ensure that agreed to members of the CCD staff are sufficiently educated on the Rubicon application to understand the implications of initial design decisions.
- A Rubicon project manager will provide the CCD project manager with timely descriptions of the items identified as a "City task" within this SOW and the project schedule.
- A Rubicon project manager will advise the CCD project manager of expected completion dates for items identified as "City task" within this SOW and the project schedule.
- A Rubicon project manager will advise the CCD project manager of the impact on the expected delivery dates of "City task" items when prerequisite City tasks, such as the completion of configuration decisions or approval of report specifications, are advanced or delayed.
- A Rubicon project manager will monitor the progress of the project and advise the CCD project manager of risks to its on-time completion.
- A Rubicon project manager will develop and update the Solution Design Document as described in 2.3.2 of this document for CCD review and approval as more information is gathered throughout the project lifecycle.
- Project managers will coordinate the completion and approval of change orders for their corresponding organizations.
- Rubicon will utilize multiple project tools, i.e., MS Project, Jira, etc. so that project plans can be electronically sent and reviewed between Rubicon and CCD in a format that can be read by existing CCD Project Management tools. The project plan will include the following components:

- o Project tasks
- o Dependencies
- o Scheduled start and completion dates
- o Project milestones and dates
- o Staffing assignments
- o Decisions, Actions, Issues and Risks Log
- The Rubicon project manager will be the main point of contact for Rubicon and will assure appropriate resources available to the Rubicon project team as required.
- The Rubicon project manager will perform quality assurance on any deliverables produced, prior to the CCD project manager's inspection and approval.
- The Rubicon project manager will provide a weekly status report containing the following components, precise format will be decided upon by the CCD project manager:
  - o Project status overview including significant accomplishments and milestones.
  - o Tasks completed during the current reporting period.
  - o Activities planned for the next reporting period.
  - o Hours expended during this reporting period and total hours expended by deliverable for Time and Materials deliverables.
  - o Percentage complete for fixed fee deliverables.
- The Rubicon project manager will participate in a weekly teleconference to review the status of the project with CCD.
- The Rubicon project manager will develop and communicate updates to, a Training Plan for approval by the CCD Project Manager.
- The Rubicon project manager will participate in a weekly internal teleconference to review the status of the project with the Rubicon project team.
- The Rubicon project manager will provide a documented punch list of problems and resolutions for all issues owned by Rubicon.
- The Rubicon project manager will take a lead role in tracking and obtaining resolution for obstacles, problems, or bugs that are found within the RUBICONSmartCity application.
- The Rubicon project manager will provide a periodic travel plan during the project to describe the intended dates, affected Rubicon staff, length of stay, activities, and anticipated costs for the trip. Trip length will be limited to no more than 3 days on site per trip.

Qualifications/Exclusions
- CCD will identify a single point of contact to act as Project Manager (PM) to Rubicon. That individual will have sufficient time available weekly, estimated to be up to 100%, to perform the tasks expected in a timely fashion for the success of this project.
- CCD project manager should have a broad-based understanding of the project's goals and objectives.
- CCD project manager will be responsible for scheduling all project events with CCD resources.
- CCD will make appropriate resources available to the project team to meet the set objectives.

- A mutually agreed upon project timeline will be adhered to that incorporates both Rubicon and CCD tasks.
- The CCD project manager will ensure the timely delivery of items identified as "City task" within the project schedule.
- The CCD project manager will advise the Rubicon project manager of expected delivery dates for items identified as "City task" within this SOW and the project schedule.
- The CCD project manager will ensure that change orders contain a full specification of the changes required and will coordinate the CCD completion and approval of change orders.
- The CCD project manager will ensure that customizations, if necessary, are fully specified and documented.
- The CCD project manager will ensure that all CCD team members have a clear understanding of their responsibilities to the project.
- CCD project manager will participate in a conference call to review the status of the project at a set interval as deemed appropriate based on the project (i.e., daily, weekly, bi-weekly, etc.).
- CCD project manager will ensure timely decision-making regarding alternatives impacting the overall solution.
- CCD project manager will ensure that all project deliverables are reviewed and accepted or rejected within 10 business days from receipt, unless otherwise agreed to with the Rubicon project manager.

Acceptance Criteria
- The Project Management services meet the preceding deliverable specifications.
- The CCD Project Manager obtains CCD Sponsor final approval and acknowledges this with written/electronic acceptance to Rubicon of the deliverable and any associated costs.

2.3.2 RUBICONSmartCity Waste Management System Design Workshop

Rubicon will determine and facilitate a number of Solution Design Workshops with designated CCD staff. The schedule will be agreed to by the Rubicon and CCD Project Managers. The intent of these workshops is to provide Rubicon with an opportunity to share and review CCD's current processes and systems with to capture the solution requirements for the system being implemented. CCD will share gaps, issues, and pain points with the current processes and systems. Rubicon will gain an understanding of CCD's current state as well as future goals and objectives to ensure that the implementation project is well planned to maximize use of CCD's Rubicon Waste Management System. Process analysis, alignment, and mapping will be included in these activities. Rubicon will then capture the required tasks, configurations, and customizations in a Solution Design Document that describe configurations, customizations, interfaces, and other artifacts necessary to achieve the desired solution.

Deliverables will include the following documentation:
- Conduct User Interviews and Provide Summary Document
  - This document will assist in populating a product backlog for future improvements
- Workflow and Field Choice Mapping Document

- o Rubicon will perform a gap analysis of current system state and any specific fields CCD requires in the system.
- Requirements Specification Document
  - o The requirements specification document will be used to inform in-scope and out-of-scope features for initial implementation.
- Solution Design Document
  - o The solution design document will be specific to the CCD Rubicon configuration required.

Qualifications/Exclusions
- The workshop sessions must be orchestrated and controlled by the CCD Project Manager as well as the Rubicon facilitator to ensure that time is managed effectively and that the interaction among team members is conducive to effective communication.
- In advance of the workshop sessions, CCD will provide Rubicon with any documents developed by the CCD team that are relevant to the topics being discussed (e.g., requirements documentation, reference documents, project/department organization chart, project charter, process flow designs, data feeds, etc.)

Acceptance Criteria
- The Solution delivered meets the preceding deliverable specifications.
- The CCD Project Team reviews, understands and approves the resulting deliverable documentation.
- The CCD Project Manager obtains CCD Sponsor approval and acknowledges this with written/electronic acceptance to Rubicon of the deliverable and any associated costs.

2.3.3 RUBICONSmartCity Application Configuration

Application configuration will be determined based on the Solution Design Workshops and the resulting deliverable documentation. The overall process will happen using the hybrid project management approach outline in section 2.0.

Coordination with key stakeholders will occur between Rubicon PM and CCD PM for any additional clarification on required configured elements.

Deliverables will include:
- Rubicon will schedule and perform all necessary application configurations to implement the CCD approved deliverables.
- Rubicon will provide system application configuration recommendations to CCD to achieve performance requirements.
- Rubicon will manage all configuration efforts using best practices and management procedures.
- Rubicon will perform tuning analysis of application and provide recommendations to optimize application operations and performance.
- Rubicon will develop and maintain an application backlog to act as a roadmap for future enhancements,

Qualifications/Exclusions

- CCD will prioritize the business requirements to be addressed with Rubicon.
- Application has been configured to ensure that all requirements perform as intended and documented in the Solution Design Document for the currently existing version of RUBICONSmartCity.
- Rubicon will verify that all required application components are operating in accordance with CCD approved configuration and requirements.

Acceptance Criteria
- The Rubicon configurations meet the preceding deliverable specifications.
- The CCD Project Team reviews and confirms the Rubicon configuration meets the CCD approved configuration and requirements.
- The CCD Project Manager obtains CCD Sponsor approval and acknowledges this with written/electronic acceptance to Rubicon of the deliverable and any associated costs.

2.3.4 RUBICONSmartCity Interface Implementation

Rubicon will configure the system based on the currently existing RUBICONSmartCity parameters. Rubicon will be responsible for developing, testing (smoke testing and QA), and implementing the Rubicon end of the interface/integration working jointly with CCD who will be responsible for developing, testing (smoke testing and QA), and implementing the CCD end of the interfaces.

The table below provides a high-level overview of the anticipate interfaces and the expected level of effort:

Interface	Type	Data Flow	Data Transformation	Anticipated Level of Effort
Azure SSO	SAML 2.0	SSL/TLS end-to-end. Default Attributes Provided by IDP include: givenname, surname, emailaddress, name, nameID. Additional attributes can be provided upon request.	CCD response will include Employee Number in the NameID claim to be used for account matching.	Level of effort is estimated to be Medium.
Samsara	Samsara API	Samsara API is consumed by RUBICONSmartCity to request Hard Driving, Fault Codes, Speeding, Engine Hours, and Odometer Readings for vehicles.	Samsara will provide the key data fields to Rubicon for display in its reporting and vendor portal.	Level of effort is estimated to be Medium.

Salesforce	Salesforce API, MuleSoft API, and Rubicon API.	Mulesoft will integrate data through APIs from both Salesforce and Rubicon.	CCD will provide Rubicon data in a consumable data structure with key fields to be identified during the discovery phase.	Level of effort is estimated to be Medium.

Qualifications/Exclusions
- Rubicon will perform design and schema changes for interface.
- The Azure SSO interface will require Rubicon information for authentication, preferably through federation metadata.
- CCD and Rubicon will work jointly to define and developed the interface data structures.
- Rubicon and CCD with coordinate identification of key fields and fields required for data integration for the CCD Salesforce data.
- If Interface complexity is greater than what Rubicon initially anticipated, or estimated Rubicon shall follow the Project Change Request Process in section 2.1 above to modify the interface scope, schedule, and budget accordingly.
- The Mulesoft APIs will send Salesforce data elements to Rubicon.
- Each interface from the Rubicon test and production environments, will be successfully tested against CCD's Salesforce and Mulesoft test and production environment.
- Each interface will have encryption (HTTPS) and API authentication with a minimum of an application token or client id and secret contained in the HTTP header.
- During the Implementation Project up to 3 instances of each interface will be required (e.g., Dev., Test, and Prod.)
- After the Implementation Project is complete a minimum of 2 instances of each interface will be required (e.g., Test and Prod).
- No other interfaces, beyond those in the above table are within the scope of this project. If during the project additional interfaces become necessary, the Change Request process outlined in section 2.1 must be adhered to.

Acceptance Criteria
- Each interface meets the preceding deliverable specifications.
- The CCD Project Team reviews and confirms the interface functionality meets the CCD approved interface requirements.
- The CCD Project Manager obtains CCD Sponsor approval and acknowledges this with written/electronic acceptance to Rubicon of the deliverable and any associated costs.

2.3.5 Rubicon Quality Control Testing and Defect Resolution
Rubicon will administer quality control measures throughout the development lifecycle. The execution of these quality control efforts can be depicted in the following major initiatives:
- Rubicon will conduct system testing for all elements that have reached completion and are ready for delivery to CCD.

- Rubicon's testing will ensure that the elements being delivered align with what is defined in the respective design documentation.
- Rubicon will resolve and retest all Rubicon defects prior to delivering elements to CDD.

Qualifications/Exclusions
- Application and interfaces are virtually error free and have passed all quality control testing.
- CCD required internal Quality Assurance Testing will be completed upon delivery of any application or interface elements.
- CCD Quality Assurance testing may extend beyond the 10-day acceptance/rejection period outlined in the Qualifications/Exclusions subsection of section 2.3.1 requiring additional coordination with and acceptance of extended testing window by the Rubicon and CCD.
- CCD Quality Assurance Analysts will have sufficient time available weekly, estimated to be 25% FTE, to perform the Testing tasks in a timely fashion. If the application and/or interfaces contain major errors and shortcomings that determine these elements to be incomplete, these elements will not be accepted by CCD. The application will be returned to development for reevaluation and further testing.
- Rubicon will share its test cases and test results with CCD, to ensure understanding of what was tested and by what method.

Acceptance Criteria
- CCD Quality Assurance Testing has been completed and at minimum all Critical and High severity errors or defects have been resolved and successfully pass testing.
- The CCD Project Team reviews Quality Assurance Testing results and confirms the software functions as defined and expected.
- The CCD Project Manager acknowledges approval with written/electronic acceptance of this deliverable within 10 business days of receipt or as defined from discussions referenced in the 3rd bullet of the Qualifications/Exclusions section on page 12, above.

2.3.6 Rubicon SaaS Environment Setup

Rubicon will perform the installation and configuration of the application on 3 environments in Rubicon's AWS cloud computing service. Deliverables include:
- Creation of 3 SaaS environments named Development, Test, and Production.
- The 3 SaaS environments will adhere to the specifications documented in the approved Solution Design Documentation.
- Rubicon will create the number of Team Users and Leadership Users as deemed appropriate.
- Rubicon will create short-term Team and Leadership Users for the CCD Project Team and appropriate stakeholders to have Rubicon access during the implementation project.
- Rubicon will perform application access testing to ensure the production and test environments are accessible to CCD through CCD's Azure Single Sign On authentication.
- Rubicon will map and perform all API connection tests within each environment.

- CCD and Rubicon will coordinate Roles and responsibilities to determine access to the environments.

Qualifications/Exclusions
- CCD will identify the end users that will have access to the Production, Test, and Development Environments, respectively.
- Rubicon will identify users with access to the environments for support.

Acceptance Criteria
- The 3 SaaS environments meet the preceding deliverable specifications.
- The CCD Project Team reviews and confirms the environments meet the CCD approved Solution Design documentation.
- The CCD Project Manager obtains CCD Sponsor approval and acknowledges this with written/electronic acceptance to Rubicon of the deliverable and any associated costs.

2.3.7 Rubicon User Acceptance Testing and Defect Resolution

Rubicon will provide CCD with a mutually agreed upon 14 day working User Acceptance Test (UAT) Plan that defines the approach of how testing the application will be conducted. It is expected that during this UAT, users will have access to the RUBICONSmartCity system for real-world data scenarios where technical assistance will be provided during usage for configuration and training purposes. This plan will also help identify key configurations that are outlined in the Solution Design Documentation, pass-fail criteria, and any resolution or remediation efforts as required.

- The UAT Test Plan documentation will include the following elements:
  - UAT definition and approach
  - Definition of test scenarios, test cases, and test conditions (e.g., test data) for each user profile that:
    - Test the ideal path(s) of all configurations, features, functionality, and interfaces
    - Test the most common alternative paths of all configurations, features, functionality, and interfaces
    - Test all business and technical requirements, as well as business processes (i.e., data entry at location)
  - CCD defined Pass-Fail criteria for all tests cases
  - CCD defined acceptance criteria qualifications/exclusions
  - Defect reporting will follow Service Desk reporting process and procedures to include:
    - Defect severity levels and definitions
    - Estimated resolution duration
    - Resolution/remediation summary
    - Retest results
    - CCD acceptance that defect is resolved or remediated

Qualifications/Exclusions
- CCD will perform solution user acceptance testing and validate results in accordance with the UAT Test Plan documentation.
- CCD will have designated personnel available to complete User Acceptance Testing in a timely fashion.

- Rubicon will work with the CCD PM and QA teams and be responsible for Defect Tracking as outlined in the UAT Test Plan documentation.
- Rubicon will fix and CCD will approve that all Critical and High Severity defects have been resolved or remediated prior to proceeding with Train-the-Trainer, User Training, and the Production Deployment.

Acceptance Criteria
- CCD Approves the UAT Plan Documentation.
- UAT Testing has been completed and at minimum all Critical and High severity defects have been resolved or remediated and successfully pass retesting.
- The CCD Project Team reviews UAT Testing results and confirms the integrated Rubicon Waste Management and Navigation functions as defined and expected.
- The CCD Project Manager acknowledges approval with written/electronic acceptance of this deliverable within 10 business days of receipt.

2.3.8 Rubicon Production Deployment

Rubicon will document the Production Deployment Plan that includes roles, responsibilities, tasks, estimated durations, smoke testing details and a roll back plan. Upon CCD approval of the Production Deployment Plan Rubicon and CCD will schedule the Production Go-Live. During the Production Go-Live, Rubicon and CCD resources will join a physical or virtual meeting to execute the Production Go-Live tasks that promote the RUBICONSmartCity software and Interface APIs from the Test Environment to the Production Environment. CCD will perform Smoke Testing of the integrated RUBICONSmartCity system. Upon successful completion of smoke testing Rubicon will be released to the CCD end users for their use and the Hypercare period in section 2.3.11 will commence.

Additional deliverables will include:
- Rubicon will coordinate deployment and support activities as documented in the approved Production Deployment Plan.
- Rubicon will develop and document the detailed "go-live" support and operations plan for CCD review and acceptance.
- Rubicon will perform operational readiness reviews to ensure the application system is ready to perform at expected operational usage levels.

Qualifications/Exclusions
- CCD has approved the Production Deployment Plan, the Hypercare Support plan, and User Training has been successfully completed
- Rubicon has staged the CCD Configured RUBICONSmartCity software and Interface APIs in the Test Environment and is prepared to promote them to the Production Environment for Smoke Testing
- CCD Smoke Testing of the RUBICONSmartCity software and Interface APIs in the Production Environment is successfully completed
- The RUBICONSmartCity software is released to CCD end user for their use
- If CDD Smoke Testing Fails, the RUBICONSmartCity software and Interface API's will not be released to CCD end users and the Rubicon/CCD Team will reconvene to determine the next steps
  CCD PM will be responsible for Production Deployment communications to all CCD and Rubicon Stakeholders during the Production Deployment period

Acceptance Criteria
- CCD approves the Production Deployment Plan Documentation.
- RUBICONSmartCity software and Interface APIs are successfully deployed, tested and has been delivered to the CCD end users.
- The CCD Project Team agrees that the RUBICONSmartCity software and Interface APIs are functioning as defined and expected in the Production Environment.
- The CCD Project Manager acknowledges approval with written/electronic acceptance of this deliverable immediately following completion of the previous three Acceptance Criteria bullets.

2.3.9 Rubicon Reporting

Included with RUBICONSmartCity, Rubicon will provide the below standard reports which will be delivered in the form of RUBICONSmartCity dashboards. During the reporting discovery activities Rubicon and CCD will define and agree to the reporting requirements as documented in the Reporting Specifications Document. The Reporting deliverable will include:

- At least Two (2) and up to unlimited Admin level portal users
- Unlimited user licenses with 3 levels of access
  - **Read Only** – Able to view all data in portal. No ability to change the settings or alter data on any page.
  - **Manager** – Able to view and alter all data. Can add or remove resources (drivers, vehicles, and facilities). No ability to change or adjust settings.
  - **Administrator** – Same access as Manager, with the ability to adjust settings and add or remove portal users.
- Access to data referring to a minimum the parameters as defined below:

Measure	Type	Description
Collection Time	Temporal	Sum of collection time considered time from route/load start to load complete.
Disposal Time	Temporal	Sum of disposal time considered the time of departure from a route toward a disposal site and departure from disposal site back to route.
Windshield Time	Temporal	Sum of unproductive travel time from home to route, route to route, and disposal site or route to home.
Other Time	Temporal	Sum of time in a paused or stopped status caused by equipment breakdown or other.
Total Time	Temporal	Sum of all time types.
Disposal Miles	Spatial	Sum of disposal mile considered the sum of miles from departure from a route toward a disposal site and departure from disposal site back to route.
Total Miles	Spatial	Sum of all mileage types.
Disposal Loads Ct	Count	Count of full or partial loads resulting in a trip to a disposal site.
Total Tons	Weight	Sum weight of all loads.
Tons/Load	Rate	Rate of Total Tons divided by Disposal Loads Ct
Production Hr	Temporal	Production Hr = Collection Time

Production Mile	Spatial	Production Mile = Collection Miles

Qualifications/Exclusions
- Rubicon will provide CCD with all necessary API endpoints and datapoints which will enable the generation of custom BI reports within CCD's Power BI system.
- The number of Rubicon developed, custom Reports will be determined during reporting discovery and depend on the level of complexity and effort.
- CCD Leadership Licensee Users can also create PowerBI Reports using data through Rubicon but must have the appropriate skillset to do so (e.g., PowerBI analyst or PowerBI Developer).

Acceptance Criteria
- CCD is able to generate any PowerBI reports necessary with the available data through Rubicon's data collection capabilities.
- The CCD Project Manager obtains CCD Sponsor approval and acknowledges this with written/electronic acceptance to Rubicon of the deliverable and any associated costs

2.3.10   Rubicon Training

Training will be conducted by Rubicon's Launch Team. Rubicon will be responsible for training CCD's core team (both functional and technical roles) in all aspects of the product and assisting with set-up, configuration, and testing. Rubicon will organize comprehensive and specialized training sessions for all CCD users of the RUBICONSmartCity software and associated interfaces to ensure CCD staff can successfully use the implemented solution. Rubicon will provide training and support in the following formats:

- In Person, On-Site Training
- Remote, Webinar Trainings
- New Staff Training
- Scheduled Training for Major Software Updates
- On Site Training Manuals

Qualifications/Exclusions
- CCD will provide users for training.
- Rubicon will provide Driver training in 1-hour Q&A sessions, in-person.
- Rubicon will provide Driver training on the In-Cab-Interface (ICI) and Driver App.
- Rubicon will conduct and schedule training sessions with all app users ahead of launch and supply ICIs with demo routes.
- Rubicon will provide Dispatch and Supervisor training in 30 minutes to 1-hour Q&A sessions in-person.
- Rubicon will provide Dispatch, Supervisors, and Management training on the Manager Portal.
- Rubicon will provide CCD appointed Super Users two 1-hour training sessions and Q&A, in-person.
- Rubicon will provide CCD appointed System Administrators with 30 minutes to 1-hour Q&A sessions in-person.

Acceptance Criteria
- CCD Drivers can utilize and navigate through the ICI confidently with the Rubicon provided demo routes.
- CCD Dispatchers and Supervisors can confidently use the Fleet Insights functionality to improve safety, customer service, and operational efficiencies.
- CCD Management can confidently use the Manager Portal.
- CCD Management can properly utilize the Manager Portal to analyze and understand overall data trends.
- CCD appointed Super Users can confidently navigate and utilize all functions of the Driver App and all functionality provided through the Portal.
- CCD appointed System Administrators can confidently set-up individual logins for users on the Manager Portal, and assign certain levels of access for users, and add/edit user information.
- The CCD Project Team reviews and confirms the provided training meet the CCD approved Training plan.

2.3.10.1 Rubicon Training Documentation

Rubicon will develop CCD specific Training Documentation designed to develop and maintain the skills and knowledge of CDD RUBICONSmartCity users. Rubicon will provide CDD with application specific content and processes to be incorporated into CCD's training program. Training documentation will cover each of the following RUBICONSmartCity modules that Rubicon is implementing for CCD.

- New Staff Training
- Major Software Updates
- Requested Training Sessions
- Customized Training Sessions
- Search/Filter records
- Advance Reporting wizard

Rubicon will provide electronic files of all Rubicon training materials for CCD's use. The electronic file format will be agreed to by Rubicon and CCD during the implementation project.

Qualifications/Exclusions
- Rubicon will provide CCD with Training material examples after the Solution Design Documents are approved.
- CCD will be responsible for additional document development beyond the procedures and functional areas outlined in section 2.3.10.
- Training documentation and Training Classes will be required for users to become operationally competent with the RUBICONSmartCity software.

Acceptance Criteria
- The CCD Project Team and Train-the-Trainers reviews and confirms the Training Documentation meets CCD Training Requirements.
- The CCD Project Manager obtains CCD Sponsor approval and acknowledges this with written/electronic acceptance to Rubicon of the deliverable and any associated costs.

2.3.10.2   Training For Software Updates

Rubicon provides software updates to the Portal monthly and to the Driver App quarterly. Notice of new updates and the features included will be communicated with CCD prior to release. Description of all software updates and release date are available in the Portal for CCD's review. All software updates will be pushed out during the night to ensure no impact on the system when in use.

Many software updates will be minor and not require additional training, in the event of a major software update, the Customer Success Manager will coordinate with CCD to schedule and conduct a training session on the new updates. This scheduling will take place no later than 48 hours after a major software update is announced. Scheduled Training for Major Software Updates can be conducted virtually or in person dependent upon what is most feasible.

2.3.10.3   Rubicon Train-the-Trainer Training

Rubicon will provide Rubicon Subject Matter Experts of CCD's RUBICONSmartCity to conduct Training classes with CCD Train-the-Trainers (AKA Super Users). Deliverables will include:

- Rubicon will schedule Training Classes with CCD's identified Train-the-Trainers.
- Rubicon will provide a class outline to the CCD Project Team for review at least 1 week prior to the Train-the-Trainer classes beginning.
- Rubicon will provide Train-the-Trainer classes for all CCD user types that cover all features and functionally of the respective CCD user types.
- Rubicon will provide CCD with an electronic Frequently Asked Questions document after the Train-the-Trainer classes are completed that reflects the most common questions asked during the Train-the-Trainer classes for CCD's use.
- Rubicon will record all Train-the-Trainer classes and provide the recordings to CCD for their use.

Qualifications/Exclusions
- CCD will identify the Train-the-Trainers to participate in the Train-the-Trainer Training sessions.
- The type of training sessions (virtual vs. in-person) will be identified early in the Planning phase of the project.
- In-person training will be done at a CCD Location with the appropriate IT and AV technology.
- In-person training will be completed over a 2–3-day period, during normal CCD business hours.
- Train-the Trainer activities are to be completed during the implementation project. Any additional request for Rubicon to conduct Train-the-Trainer activities after completion of the implementation project will be managed through the Post Project Change Request process.

Acceptance Criteria
- CCD Train-the-Trainers can competently navigate through and use the Rubicon application and show an understanding of each user role type.
- The CCD Project Team confirms the CCD Train-the-Trainers are prepared to successfully Train CCD staff.

- The CCD Project Manager obtains CCD Sponsor approval and acknowledges this with written/electronic acceptance to Rubicon of the deliverable and any associated costs.

2.3.11   Rubicon Hypercare Support

Rubicon will provide at least 30 days of support to CCD users after the Rubicon Go-Live to ensure that the solution is used as designed and that it supports the business objectives outlined in section 1.2 of this document. Rubicon will monitor the application systems closely and respond to critical and high severity issues as a top priority. Specifically, the Hypercare period will consist of:

- Closely monitoring of the application and interface systems for problems.
- Resolution of critical and high severity application or interface issues as early soon as possible.
- Documenting and tracking of all application or interface issues, including expected resolution for all reported items, regardless of severity level.
- Ad-hoc support for CCD users to address functionality questions.
- Periodic weekly meetings to review open issues/defects, address training items and answer CCD questions.
- Rubicon will increase the number of Support Staff during this period to better manage the volume of calls/reports, as well as to resolve critical and high severity issues sooner
- Rubicon support hours during this period will be Monday-Friday from 6:00 AM to 4:00 PM MDT.
- 24/7 Afterhours support can be reached by sending an email to techsupport@rubicon.com with return contact information.
- CCD will report critical and high severity application or interface issues to Rubicon by calling their designated Customer Success Manager.
- CCD will report medium and low severity application or interface issues to Rubicon by calling their support phone number or opening a support ticket through Rubicon's Upshot web portal.
- During the hypercare period CCD will work closely Agency "Superusers", and Technology Services to prepare for standard support of the Rubicon integrated application.

Qualifications/Exclusions
- Rubicon will follow up on all "after hours" support items no later than during the next "support hours" period, excluding priority 1 and 2 level issues as described in 2.3.12 of this document.

Acceptance Criteria
- Rubicon resolves all critical and high severity application or interface issues as early as possible when reported, and within the resolution time as stated within 2.3.13 of this document.
- Rubicon provides an estimated schedule for all medium and low severity application or interface issues.
- The CCD Project Team confirms that all critical and high severity application or interface issues have been resolved and/or that open items have a scheduled resolution period.

- The CCD Project Team confirms that all medium and low severity application or interface issues have a scheduled resolution period.
- The CCD Project Manager obtains CCD Sponsor approval and acknowledges this with written/electronic acceptance to Rubicon of the deliverable and any associated costs.

2.3.12   Standard SaaS Support Services Policy

When utilizing Rubicon's Software-as-a-Service solution, referred to as "RUBICONSmartCity" Rubicon will use commercially reasonable efforts to maintain the online availability of the application for a minimum of availability in any given month as provided in the chart below. This Uptime Service Level Warranty does not apply to any custom development provided to CCD unless root cause analysis determines Rubicon is responsible for the outage, e.g. interfaces with external systems. If Rubicon does not achieve and maintain the Service Levels as described in the SLA provided within the MSA, then CCD may be eligible for a credit towards a portion of the Annual Licensing fees to be redeemed as credit in the year immediately following the mutually agreed upon incident per SLA's or an extension of application availability beyond the contract's end.

It shall be the responsibility of Rubicon to communicate any updates to its escalation contacts (Email, phone number, staff, etc) or procedures within 48 hours after such a change. In the event that an incident occurs, and no official notification has been sent, all emails which will have techsupport@rubicon.com included outlining the details of the incident will be responded to by Rubicon with the updated information. The message will then be forwarded to the new contact with CCD contact information.

Further details regarding SLA data not included in this section can be found in Exhibit C. Any contradictory details contained will default to the information found in 2.3.12 of this document. Phone contact information for all escalation designated contacts will be provided and updated by Rubicon as a follow up to all email notices.

Escalation Procedures:
For the below outlined escalation procedures to become active, a support ticket must be submitted through the standard support process. For all escalation procedures involving email, techsupport@rubicon.com will be included for visibility. Should an Incident Response or Resolution not be received within the periods outlined in this SLA, the following process is to be executed for escalation.

Incident Response:
Should Rubicon fail to respond to an incident with acknowledgement of the incident and identification of a technical resource to manage the resolution of the incident in a timely fashion as described above, CCD will escalate the issue as follows based on incident severity.

Medium/Low Priority Incidents:
- The next business day, an email will be sent to Terrence.Watkins@rubicon.com documenting the incident and the response time exception.
- After 4 additional hours, CCD will contact the Customer Success Manager Terrence Watkins by email, available 24/7, to Terrence.Watkins@rubicon.com documenting the incident and the response time exception.

- After 1 additional business day, CCD will contact the Rubicon Vice President of Customer Success by email to Fred.Hannon@rubicon.com documenting the incident and the response time exception.
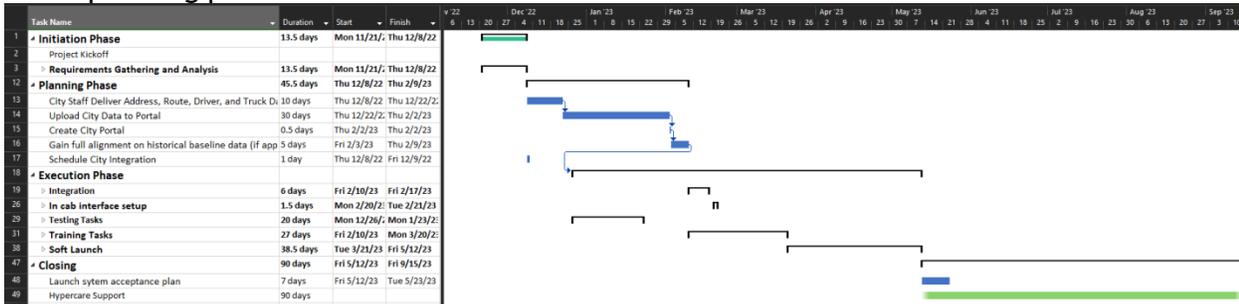
Critical/High Priority Incidents:

- Both CCD and Rubicon shall name a Critical/High Incident response manager at this point by contacting the Customer Success Manager Terrence Watkins 24/7 via an email to Terrence.Watkins@rubicon.com. The response managers shall determine the frequency and breadth of communications until which time the incident is resolved.
- After one hour with no response, an email placed to the designated Primary Customer Support Specialist to Bonnie.Sullivan@rubicon.com documenting the incident and the response time exception.
- After 1 additional hour, CCD will contact the Rubicon Vice President of Customer Success by email to Fred.Hannon@rubicon.com documenting the incident and the response time exception.
- CCD should begin to collect all information necessary to assist in resolution of the incident and to make claim to remedies defined within this agreement. This should include but not be limited to (i) a detailed description of the Incident; (ii) information regarding the time and duration of the Downtime; (iii) the number and location(s) of affected users (if applicable); and (iv) descriptions of your attempts to resolve the Incident at the time of occurrence.
- Incidents and exceptions should be tracked within monthly status reporting.

3. Project Schedule

The following schedule is representative of this implementation project. A refined schedule will be developed based on the actual Project Kickoff and outcomes of the planning phase.

	Task Name	Duration	Start	Finish
1	◢ Initiation Phase	13.5 days	Mon 11/21/2	Thu 12/8/22
2	Project Kickoff			
3	▷ Requirements Gathering and Analysis	13.5 days	Mon 11/21/2	Thu 12/8/22
12	◢ Planning Phase	45.5 days	Thu 12/8/22	Thu 2/9/23
13	City Staff Deliver Address, Route, Driver, and Truck Da	10 days	Thu 12/8/22	Thu 12/22/2
14	Upload City Data to Portal	30 days	Thu 12/22/2	Thu 2/2/23
15	Create City Portal	0.5 days	Thu 2/2/23	Thu 2/2/23
16	Gain full alignment on historical baseline data (if app	5 days	Fri 2/3/23	Thu 2/9/23
17	Schedule City Integration	1 day	Thu 12/8/22	Fri 12/9/22
18	◢ Execution Phase			
19	▷ Integration	6 days	Fri 2/10/23	Fri 2/17/23
26	▷ In cab interface setup	1.5 days	Mon 2/20/2	Tue 2/21/23
29	▷ Testing Tasks	20 days	Mon 12/26/2	Mon 1/23/2
31	▷ Training Tasks	27 days	Fri 2/10/23	Mon 3/20/2
38	▷ Soft Launch	38.5 days	Tue 3/21/23	Fri 5/12/23
47	◢ Closing	90 days	Fri 5/12/23	Fri 9/15/23
48	Launch sytem acceptance plan	7 days	Fri 5/12/23	Tue 5/23/23
49	Hypercare Support	90 days		

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4. Financial Details and Billing Plan

4.1 Contract Sum

The total amount payable under this Agreement is up to $1,429,000.00 USD over five (5) years, with the first year total of up to $334,600.00 USD (not including potential contingency funds for approved changes) and each consecutive year of up to $273,600.00 reoccurring on each contract sign date anniversary. These amounts include all general expenses incurred for any reasonable and customary travel expenses during the performance of services under this SOW.

4.2 Financial Breakdown

The table that follows details the costs through the duration of Rubicon contract term. Initial Rubicon Annual Software Licensing will be billed at a prorated amount of the $273,600.00 annual Software Licensing fee from the completion date of Hypercare Support to the first anniversary of the contract signing. Billing for line 7, 11, 15, and 19 will occur on each annual anniversary of the contract signing date, until the contract has completed, or a renewal has been requested. The Contingency line items in year 1 is CCD discretionary funding that may or may not be expended during the contract term.

ID	Product/Service	Cost	Quantity	Rate
	Year 1			
1	API Integration	≤$25,000.00	≤125 Hours	$200
2	Launcher Training/Integration	≤$36,000.00	≤180 Hours	$200
3	Rubicon Annual Software Licensing (Prorated starting at the end of Hypercare Support Milestone to anniversary of contract signing date)	≤$273,600.00	150 Device licenses	$1824 per device ($152 Monthly)
4	Annual Support Services	$0.00		
5	Hypercare Support	$0.00		
6	Contingency	$100,000.00		
	Year 2			
7	Rubicon Annual Software Licensing	$273,600.00		
8	Team Member Training	$0.00		
9	Annual Support Services	$0.00		
10	Application and/or Interface Enhancements	$0.00		
	Year 3			
11	Rubicon Annual Software Licensing	$273,600.00		
12	Team Member Training	$0.00		
13	Annual Support Services	$0.00		
14	Application and/or Interface Enhancements	$0.00		
	Year 4			
15	Rubicon Annual Software Licensing	$273,600.00		
16	Team Member Training	$0.00		
17	Annual Support Services	$0.00		
18	Application and/or Interface Enhancements	$0.00		
	Year 5			
19	Rubicon Annual Software Licensing	$273,600.00		
20	Team Member Training	$0.00		
21	Annual Support Services	$0.00		
22	Application and/or Interface Enhancements	$0.00		
	Totals			
	With Contingency	≤ $1,429,000.00		

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Without Contingency	≤$1,529,000.00		

4.3   Implementation Project Billing Plan

The table that follows details the invoice amounts, the associated achieved deliverable, and the estimated timeframe CCD would receive the invoice from Rubicon. Provided invoices will be accepted and considered for payment after documented approval of the completed deliverable by the CCD Project Manager. The estimated time in this billing plan will be modified based on the Project Kickoff date and the project schedule that results from the project planning phase. The invoice amounts and associated achieved deliverables will only be modified through the Project Change Request Process outlined in section 2.1 of this document. The contingency line item is CCD discretionary funding that may or may not be expended during the implementation project.

Deliverable	January 2023	February 2023	August (Projected) 2023	Discretionary	Total Implementation Costs (Not including Contingency funds)
API Integration Complete	≤$25,000				
Launcher Training/ Integration Complete		≤$36,000			
Rubicon Initial Software Licensing			≤$273,600		
Contingency				$100,000	
Totals	≤$25,000	≤$36,000	≤$273,600	$100,000	≤$334,600

4.4 Remaining Contract Term Billing Plan

The Application and/or Interface Enhancement and training costs are built into the reoccurring RUBICONSmartCity Annual Software Licensing during the remaining 4 years of the contract. The RUBICONSmartCity Annual Software Licensing renewal will be scheduled on the anniversary of the agreed upon completion date of the software integration and confirmation of functionality by all involved agencies within CCD who will be utilizing the services.

Deliverable	August (Projected) 2024	August (Projected) 2025	August (Projected) 2026	August (Projected) 2027
Rubicon Software Licensing	$273,600.00	$273,600.00	$273,600.00	$273,600.00
Totals	$273,600.00	$273,600.00	$273,600.00	$273,600.00
Remaining Contract Licensing Totals	$820,800.00	$547,200.00	$273,600.00	$0

Additional device licenses for integration with new devices are estimated and may be purchased as outlined below. Charges for Application Interface & Enhancements, as well as other items approved through the Project Control Process will be based on the following roles and hourly rates.

- Additional Licenses will add on a prorated amount to the annual licensing fee from the date of purchase to the next renewal date: $1,824 ($152 monthly)

Schedule of Rates for Professional Resources:

- Solutions Architect: $185/Hr.
- Senior Developer: $170/Hr.
- Systems Engineer: $150/Hr.
- Network Engineer: $150/Hr.
- Integration Engineer: $120/Hr.
- Technical Account Manager: $90/Hr.
- Project Manager: $125/Hr.

These rates shall be subject to increase annually at the contract anniversary based upon the then annual consumer price index (CPI) or 3% annually whichever is higher.

5   Assumptions and Dependencies

The following Assumptions and Dependencies have been identified while developing this SOW. These will be monitored over the project lifecycle and addressed as necessary by CCD and Rubicon.

5.1 Assumptions

- CCD, Rubicon, and any necessary contractors/contingency workers will have the availability, skills, and tools necessary to deliver the scope of this project within the estimated duration outlined in the approved, baselined project schedule.
- CCD, Rubicon, and any necessary contractors/contingency workers will deliver a high-quality RUBICONSmartCity integrated application that meets or exceeds CCD's requirements and the objectives outlined in this SOW, the Solution Design Document as well as any supporting project documents (e.g., Interface Requirements Document).
- During User Acceptance Testing CCD agency users will competently execute the test cases they are assigned and be responsible for approving or reporting defects and re-testing all assigned test cases.
- The following CCD agencies are expected to use the RUBICONSmartCity integrated application:
  - Department of Transportation and Infrastructure
  - Department of Technology Services

5.2 Dependencies

- There are no known external dependencies currently (e.g., other projects).
- Rubicon training alone will not necessarily support proper use of the new application. Organization Change Management activities will be required by the CCD agencies using RUBICONSmartCity to ensure the application is embraced and properly used by the end users.

6   Risks and Issues

The following Risks and Issues have been identified while developing this SOW. These will be monitored over the project lifecycle and addressed as necessary by CCD and Rubicon.

6.1   Risks

- If one or more assumptions in section 5.1 are inaccurate the project may be negatively impacted effecting the quality, scope, schedule, budget, staffing or any other aspects of the project
- CCD or Rubicon resource unavailability could delay or otherwise negatively impact the project (e.g., contract resource expenses)
- COVID 19 or another pandemic-like event could delay or otherwise negatively impact the project
- Geopolitical destabilization and/or a natural disaster(s) could delay or otherwise negatively impact the project

6.2   Issues

No Issues have been identified.

Exhibit B

ACORD® CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
11/16/2022

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER	CONTACT NAME:	Cert Request
Newfront Insurance Services 777 Mariners Island Blvd Suite 250 San Mateo, CA 94404 www.newfront.com	PHONE (A/C, No, Ext): 650-488-8565	FAX (A/C, No):
	E-MAIL ADDRESS: TechCertRequest@newfront.com	

	INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A :	Atlantic Specialty Insurance Company	27154
INSURER B :	Lloyds of London	
INSURER C :		
INSURER D :		
INSURER E :		
INSURER F :		

INSURED
Rubicon Global, LLC
100 West Main St. Suite #610
Lexington, KY 40507

COVERAGES   CERTIFICATE NUMBER: 71305335   REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ✓ OCCUR	✓		711-01-70-74-0003	4/4/2022	4/4/2023	EACH OCCURRENCE	$1,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	$1,000,000
							MED EXP (Any one person)	$15,000
							PERSONAL & ADV INJURY	$1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER: ✓ POLICY ☐ PRO-JECT ☐ LOC ☐ OTHER:						GENERAL AGGREGATE	$2,000,000
							PRODUCTS - COMP/OP AGG	$2,000,000
								$
A	AUTOMOBILE LIABILITY ☐ ANY AUTO ☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ✓ HIRED AUTOS ONLY ✓ NON-OWNED AUTOS ONLY			711-01-70-74-0003	4/4/2022	4/4/2023	COMBINED SINGLE LIMIT (Ea accident)	$1,000,000
							BODILY INJURY (Per person)	$
							BODILY INJURY (Per accident)	$
							PROPERTY DAMAGE (Per accident)	$
								$
A	✓ UMBRELLA LIAB ✓ OCCUR ☐ EXCESS LIAB ☐ CLAIMS-MADE ☐ DED ☐ RETENTION $			711-01-70-74-0003	4/4/2022	4/4/2023	EACH OCCURRENCE	$1,000,000
							AGGREGATE	$1,000,000
								$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? N Y/N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		N/A	406-04-67-35-0002	4/4/2022	4/4/2023	✓ PER STATUTE ☐ OTH-ER	
							E.L. EACH ACCIDENT	$1,000,000
							E.L. DISEASE - EA EMPLOYEE	$1,000,000
							E.L. DISEASE - POLICY LIMIT	$1,000,000
B	Errors & Omissions W/ Cyber Primary			PRO10010952305	4/4/2022	4/4/2023	Limit $2,000,000 each claim General Aggregate Limit: $2,000,000	

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

RE: Contract # TECHS-202265616.
The City and County of Denver, its Elected and Appointed Officials, Employees and Volunteers are additional insureds to General Liability policy.

CERTIFICATE HOLDER	CANCELLATION
City and County of Denver Department of Technology Services 201 W. Colfax Ave. Dept. 301 Denver, CO 80202	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE Rod Sockolov

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EXHIBIT C: RUBICON SERVICE LEVEL AGREEMENT

Rubicon and the City will agree upon specific dates upon contract execution

MAINTENANCE PLAN	
Initial	● During the initial installation period, a two-week calibration period is conducted to ensure proper functionality of all hardware.
	● In the event that a piece of hardware is deemed dysfunctional during the calibration period, Rubicon will replace and reinstall a new device without additional expense to the City.
Monthly	● Rubicon makes regular updates to the software. Reports on these updates and system upgrades will be shared monthly with the City.
	● Rubicon will conduct monthly check-ins to ensure all pieces of hardware are functioning, collecting data, and that the appropriate parties are receiving the data.
	● In the event that an issue is identified with the software or hardware functionality, Rubicon will notify the City of the issue within 24 hours.
Ad Hoc	● In the event that the City requires an inspection or maintenance assistance aside from the regularly scheduled maintenance plan, the City will notify Rubicon within 24 hours of the issue identification. Standard operating procedures on how to report these issues will be determined by Rubicon and the City. Rubicon will qualify maintenance requests and schedule a maintenance inspection accordingly.
	Software Troubleshooting In the event that an issue is identified by the City with the ICI or Portal software, the City shall notify Rubicon within 24 hours of identification. ● Rubicon will look into the reported issue within 24 hours of receipt and send a troubleshooting analysis with recommended next steps.

Maintenance and Support Service Levels

Contractor shall provide maintenance, support, and hosting services in accordance with the service levels as further described below.

Maintenance

Preventative Maintenance:

Contractor shall perform regular backups with a 7-day rotational snapshot backup. This means that every night for seven (7) days a snapshot of every server is taken and stored. Contractor shall be

responsible for all business continuity for the system whether on premises or in the Contractor cloud/server environment.

Remedial Maintenance:

Contractor shall provide at least two Contractor employees available to City at all times 7 days a week, 24 hours a day. Contractor shall maintain a helpdesk system and escalation process that will be used to log and action support calls ("Support") from City in the event of a problem or issue and escalate issues, respectively. Contractor shall provide Support within five (5) days of the Effective Date of the Agreement: Support should identify the following: (a) Contractor's employees and their contact information will be available to City for problems and issues; (b) helpdesk system web address/program; and (c) escalation process and contact information of Contractor and available Contractor personnel to City during escalation.

Enhancements:

Requests by City for minor enhancements or changes to the system not relating to a defect or error inherent to the system will be considered on a case by case basis, or will be included under the Agreement at no additional cost to City, if it is in Contractor's software roadmap. Notwithstanding the foregoing, City is entitled to all updates and upgrades, without any additional cost to City, that Contractor makes generally available to all customers who are entitled to receive maintenance services. Contractor shall promptly notify City, in writing, as to the availability of a new update or upgrade and provide City the opportunity to access and use such updates and upgrades, without any additional costs to City.

Scheduled Maintenance:

Contractor shall routinely perform maintenance on a regularly scheduled basis within the hours of 12AM-5AM CST. In the event that maintenance is required outside this window, Contractor shall notify the Director, or designee of Director, in writing, of such scheduled maintenance at least fifteen (15) days in advance. Scheduled maintenance is excluded from uptime calculations and credit availability.

Emergency Maintenance:

Under certain circumstances, Contractor may need to perform emergency maintenance, such as security patch installation or hardware replacement. Contractor shall use best efforts to provide City with as much notice as reasonably possible in case of emergency maintenance. Emergency maintenance is excluded from uptime calculations and credit availability.

Service Levels

Hours of Coverage:

The maintenance and support services will be provided by Contractor to City during the following times ("Hours of Coverage"):

- [ONLINE PORTAL]: 24 hours a day/ 7 days a week/ 365 days a year.
- Phone support and call logging: 6AM – 7PM CST Monday-Friday ("Business Support Hours")
- After-hours and weekend support for P1 and P2 incidents is directed to the on-call Contractor support personnel, who are staffed to be on call 24/7/365 for critical support issues including after Business Support Hours, weekends, and holidays.

Priority, Response, and Resolution Times:

City will reasonably determine and categorize the priority of each support call in accordance with the following levels of priority and Contractor shall provide Support in accordance with priorities below, including without limitation, the response and resolution times indicated.

Priority	Definition	Response Time*	Resolution Time**
P1-Critical	The system cannot function at all and the defect is a severe malfunction against workaround. The total unavailability of the production application or a repeatable malfunction within the production application causing impact to business operation if not promptly restored. The problem is causing a direct impact on City's daily operations and may have an immediate cost implication associated with it.	1 hour	4 Hours
P2-High	The solution as a whole can function, but the defect is a malfunction against functionality for which there is no workaround. Reproducible issues that affect the functioning of components within the application, or data inconsistencies with no workaround available. The problem is serious but is not causing significant business impact.	1 Hour	8 Hours
P3-Moderate	The defect does not prevent the system from operating, but it does not operate as it should. Business operations can continue as data availability and quality is not affected. Reproducible or intermittent issues that affect the functioning of components within the application, or data inconsistencies. Workaround is available or is affecting only a part of the system, no real business impact.	24 Hours	1 week
P4-Low	The defect has no functional impact. Requests for information, assistance on application capabilities or other small faults on the system.	72 Hours	3 Calendar Weeks

*"Response Time" means that Contractor has dispatched Contractor personnel who is on-site and/or personnel is actively working on the issue. Response time starts the earlier of: (a) when City contacts Contractor regarding a problem or issue; (b) when a ticket is opened by City or Contractor; or (c) when Contractor is aware or should be aware of the problem or issue.

**"Resolution Time" means that Contractor has fully restored the system and the underlying issue that caused the problem or issue has been fully repaired. Resolution time starts the earlier of: (a) when City contacts Contractor regarding a problem or issue; (b)when a ticket is opened by City or Contractor; or (c) when Contractor is aware or should be aware of the problem or issue.

Support Analysis and Reporting:

Contractor shall work with City together in a "Continuous Assessment Program" whereby the parties jointly address improvements, recommendations, and spotlight areas of concern or action.

Support Escalation:

City may escalate a support call's priority if it is found to be more business critical than first realized. City may escalate the trouble resolution, including in situations where the system has not been restored in a timely manner, or City does not feel that adequate attention has been allocated, City may escalate the support request by calling the following individuals: Tyler Molinaro, Hurst Renner, Fred Hannon, Conor Riffle.

Rubicon's Service Availability commitment for a given calendar month is **99.5%.** Service Availability is calculated per month as follows: (Total time - Unplanned Outage - Planned Maintenance) / (Total – Planned Maintenance) X 100

- Definitions:
    - *Total time* is the total minutes in the month
    - *Unplanned Outage* is total minutes unavailable due to an unplanned outage in the month
    - *Planned Maintenance* is total minutes of planned maintenance in the month. Currently, Planned Maintenance is four (4) hours for weekly maintenance, four (4) hours for monthly maintenance, four (4) hours for quarterly maintenance. Rubicon's current maintenance begins at 12AM-5AM CST. All times are subject to change upon reasonable notice. If actual maintenance exceeds the time allotted for Planned Maintenance, it is considered an Unplanned Outage. If actual maintenance is less than time allotted for Planned Maintenance, that time is not applied as a credit to offset any Unplanned Outage time for the month. The measurement point for Service Availability is the availability of the Rubicon Service. Customer may request an availability report once per month.
- Service Response
    - Rubicon Production Support and Service Level Availability Policy (SLA)
    - Rubicon's Service Response commitment is: (1) not less than 50% of (online) transactions in two (2) seconds or less and not more than 10% in five (5) seconds or more.
    - Service Response is the processing time of the Rubicon Production Service in the Amazon Web Service data center to complete transactions submitted from a web browser.
    - The time required to complete the request will be measured from the point in time when the request has been fully received by the encryption endpoint in the Amazon Web Service data center, until such time as the response begins to be returned for transmission to Customer. Customer may request a response time report not more than once per month via email.
- Disaster Recovery
    - Rubicon commits to a recovery time objective of twelve (12) hours - measured from the time that the Rubicon Service becomes unavailable until it is available again. Rubicon commits to a recovery point objective of one (1) hour - measured from the time that the first transaction is lost until the Rubicon Service became unavailable.

- o Rubicon will test the disaster recovery plan once every six months and will make available a written summary of the results of the most recent test available to Customer upon its request made via the Customer Center.
- Severity Level Determination Submittal
  - o Customer shall reasonably self-diagnose each support issue and recommend to Rubicon an appropriate Severity Level designation. Rubicon shall validate Customer's Severity Level designation or notify Customer of a proposed change in the Severity Level designation to a higher or lower level with justification for the proposal. In the event of a conflict regarding the appropriate Severity Level designation, each party shall promptly escalate such conflict to its management team for resolution through consultation between the parties' management, during which time the parties shall continue to handle the support issue in accordance with the Rubicon Severity Level designation. In the rare case a conflict requires a management discussion, both parties shall be available within one hour of the escalation.
- Support Issue Production Levels - Response and Escalation
  - o Response Time is the period from the time the Production case was logged in the Customer Center until Rubicon responds to Customer and/or escalation within Rubicon, as appropriate. Because of the widely varying nature of issues, it is not possible to provide specific resolution commitments.
    - SEVERITY LEVEL 1
      - Definition: The Rubicon Service is unavailable for all users
      - Rubicon Response Commitment: Rubicon will respond within one (1) hour of receipt of case.
      - Resolution: Rubicon will work to resolve the problem until the Service is returned to normal operation. Customer will be notified of status changes.
      - Escalation: If the problem has not been resolved within one (1) hour, Rubicon will escalate the problem within the appropriate Rubicon organization. The escalated problem will have higher priority than ongoing support, development or operations initiatives.
      - Customer Response Commitment: Customer shall remain accessible by phone for troubleshooting from the time a Severity 1 issue is logged until such time as it is resolved.
    - SEVERITY LEVEL 2
      - Definition: The Rubicon Service contains a bug that prevents Customer from executing one or more critical business processes with a significant impact and no workaround exists.
      - Rubicon Response Commitment: Rubicon will respond within one (1) hour of receipt of case.
      - Resolution: Rubicon will work to resolve the problem until the Service is returned to normal operation. Customer will be notified of status changes.
      - Escalation: If the problem has not been resolved within four {4) hours.; Customer may request that Rubicon escalate the problem within the

appropriate Rubicon organization where the escalated problem will have higher priority than ongoing development or operations initiatives.

- Customer Response Commitment: Customer shall remain accessible by phone for troubleshooting from the time a Severity 2 issue is logged until such time as it is resolved.

- **SEVERITY LEVEL 3**
  - Definition: The Rubicon Service contains a bug that prevents Customer from executing one or more important business processes. A workaround exists but is not optimal.
  - Rubicon Response Commitment: Rubicon will respond within four (4) hours of receipt of case.
  - Resolution: If resolution requires a Rubicon bug fix, Rubicon will add the bug fix to its development queue for future Update and suggest potential workaround until the problem is resolved in a future Update. Customer will be notified of status changes.
  - Escalation: If the problem has not been resolved within one (1) week, Customer may request that Rubicon escalate the problem to the appropriate Rubicon organization.
  - Customer Response Commitment: Customer will respond to Rubicon requests for additional information and implement recommended solutions in a timely manner.

- **SEVERITY LEVEL 4:**
  - Definition: The Rubicon Service contains an issue that may disrupt important business processes where a workaround is available or functionality is not imperative to Customer's business operations.
  - Rubicon Response Commitment: Rubicon will respond within twenty-four (24) hour of receipt of case.
  - Resolution: If resolution requires a Rubicon bug fix, Rubicon will add the bug fix to its development queue for a future Update and suggest potential workaround until the problem is resolved in a future Update. Customer will be notified of status changes.
  - Escalation: None.
  - Customer Response Commitment: Customer will respond to Rubicon requests for additional information and implement recommended solutions in a timely manner.

- **CUSTOMER CARE or OPERATIONS REQUEST (Severity Level 5):**
  - Definition: Non-system issues such as Named Support Contact change, requests for SLA reports or business documents, etc. If necessary to open a Support case requesting assistance, Severity 5 should be used.
  - Rubicon Response Commitment: Rubicon will respond within twenty-four (24) hours of receipt of case.
  - Resolution Commitment: Rubicon will respond to request. Customer will be notified of status changes.

- Escalation: None.
- Customer Commitment: Customer will respond to Rubicon requests for additional information in a timely manner.

o Rubicon Support Scope
  - Rubicon will support functionality that is developed by Rubicon and under its direct control. For any other functionality, and/or issues or errors in the Rubicon Service caused by issues, errors and/or changes in Customer's information systems and/or third party products or services, Rubicon may assist Customer and its third party providers in diagnosing and resolving issues or errors but Customer acknowledges that these matters are outside of Rubicon's support obligations. Service Level failures attributable to (i) Customers acts or omissions; and (ii) force majeure events shall be excused.

o Rubicon Service Credit
  - In the event of a failure by Rubicon to meet the Service Availability and Service Response minimums as set forth in the SLA, as Customer's sole and exclusive remedy, at Customer's request, Rubicon shall provide service credits in accordance with the following:
  - a) First month in any rolling six (6) month period: 10% of the Subscription Fee paid for the applicable month for the affected Service
  - b) Second month in any rolling six (6) month period: 20% of the Subscription Fee paid for the applicable month for the affected Service
  - c) Third month in any rolling six (6) month period: 30% of the Subscription Fee paid for the applicable month for the affected Service
  - d) Fourth month in any rolling six (6) month period: 40% of the Subscription Fee paid for the applicable month for the affected Service
  - e) Fifth month in any rolling six (6) month period: 50% of the Subscription Fee paid for the applicable month for the affected Service or within thirty (30) days of such failure Customer shall have the option to terminate the entire Agreement and upon such termination Customer shall receive a refund of all prepaid subscription fees that are unearned as of the date such termination is effective.
  - If more than one of the above (a through e) is triggered, Customer will be eligible for the greater amount for the applicable month only. Credits shall be deducted from subsequent invoices for subscription fees or other fees or, upon expiration or termination of the Agreement, paid to Customer directly.

Exhibit D

Solicitation Number: 020221

CONTRACT

This Contract is between Sourcewell, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 (Sourcewell) and Rubicon Global, LLC, 950 East Paces Ferry Road, Atlanta, GA 30326 (Vendor).

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

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

1.   TERM OF CONTRACT

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

B.   EXPIRATION DATE AND EXTENSION. This Contract expires March 26, 2025, unless it is cancelled sooner pursuant to Article 22. This Contract may be extended up to one additional one-year period upon request of Sourcewell and with written agreement by Vendor.

C.   SURVIVAL OF TERMS. Articles 11 through 14 survive the expiration or cancellation of this Contract.

2.   EQUIPMENT, PRODUCTS, OR SERVICES

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

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

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

B.   WARRANTY. Vendor warrants that all Equipment, Products, and Services furnished are free from liens and encumbrances, and are free from defects in design, materials, and workmanship. In addition, Vendor warrants the Equipment, Products, and Services are suitable for and will perform in accordance with the ordinary use for which they are intended. Vendor's dealers and distributors must agree to assist the Participating Entity in reaching a resolution in any dispute over warranty terms with the manufacturer. Any manufacturer's warranty that is effective past the expiration of the Vendor's warranty will be passed on to the Participating Entity.

C.   DEALERS, DISTRIBUTORS, AND/OR RESELLERS. Upon Contract execution, Vendor will make available to Sourcewell a means to validate or authenticate Vendor's authorized dealers, distributors, and/or resellers relative to the Equipment, Products, and Services related to this Contract. This list may be updated from time-to-time and is incorporated into this Contract by reference. It is the Vendor's responsibility to ensure Sourcewell receives the most current version of this list.

3.   PRICING

All Equipment, Products, or Services under this Contract will be priced as stated in Vendor's Proposal.

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

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

A.   SHIPPING AND SHIPPING COSTS. All delivered Equipment and Products must be properly packaged. Damaged Equipment and Products may be rejected. If the damage is not readily apparent at the time of delivery, Vendor must permit the Equipment and Products to be returned within a reasonable time at no cost to Sourcewell or its Participating Entities. Participating Entities reserve the right to inspect the Equipment and Products at a reasonable

time after delivery where circumstances or conditions prevent effective inspection of the Equipment and Products at the time of delivery.

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

Sourcewell may declare the Vendor in breach of this Contract if the Vendor intentionally delivers substandard or inferior Equipment or Products. In the event of the delivery of nonconforming Equipment and Products, the Participating Entity will notify the Vendor as soon as possible and the Vendor will replace nonconforming Equipment and Products with conforming Equipment and Products that are acceptable to the Participating Entity.

B.   SALES TAX. Each Participating Entity is responsible for supplying the Vendor with valid tax-exemption certification(s). When ordering, a Participating Entity must indicate if it is a tax-exempt entity.

C.   HOT LIST PRICING. At any time during this Contract, Vendor may offer a specific selection of Equipment, Products, or Services at discounts greater than those listed in the Contract. When Vendor determines it will offer Hot List Pricing, it must be submitted electronically to Sourcewell in a line-item format. Equipment, Products, or Services may be added or removed from the Hot List at any time through a Sourcewell Price and Product Change Form as defined in Article 4 below.

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

4.   PRODUCT AND PRICING CHANGE REQUESTS

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

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

restatement must include all Equipment, Products, and Services offered, even for those items where pricing remains unchanged.

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

5. PARTICIPATION, CONTRACT ACCESS, AND PARTICIPATING ENTITY REQUIREMENTS

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

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

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

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

6. PARTICIPATING ENTITY USE AND PURCHASING

A.   ORDERS AND PAYMENT. To access the contracted Equipment, Products, or Services under this Contract, a Participating Entity must clearly indicate to Vendor that it intends to access this Contract; however, order flow and procedure will be developed jointly between Sourcewell and Vendor. Typically, a Participating Entity will issue an order directly to Vendor. If a Participating Entity issues a purchase order, it may use its own forms, but the purchase order should clearly note the applicable Sourcewell contract number. All Participating Entity orders under this Contract must be issued prior to expiration of this Contract; however, Vendor performance, Participating Entity payment, and any applicable warranty periods or other Vendor or Participating Entity obligations may extend beyond the term of this Contract.

Vendor's acceptable forms of payment are included in Attachment A. Participating Entities will be solely responsible for payment and Sourcewell will have no liability for any unpaid invoice of any Participating Entity.

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

C.   SPECIALIZED SERVICE REQUIREMENTS. In the event that the Participating Entity requires service or specialized performance requirements (such as e-commerce specifications, specialized delivery requirements, or other specifications and requirements) not addressed in this Contract, the Participating Entity and the Vendor may enter into a separate, standalone agreement, apart from this Contract. Sourcewell, including its agents and employees, will not be made a party to a claim for breach of such agreement.

D.   TERMINATION OF ORDERS. Participating Entities may terminate an order, in whole or in part, immediately upon notice to Vendor in the event of any of the following events:

 1. The Participating Entity fails to receive funding or appropriation from its governing body at levels sufficient to pay for the goods to be purchased;
 2. Federal, state, or provincial laws or regulations prohibit the purchase or change the Participating Entity's requirements; or
 3. Vendor commits any material breach of this Contract or the additional terms agreed to between the Vendor and a Participating Entity.

E.   GOVERNING LAW AND VENUE. The governing law and venue for any action related to a Participating Entity's order will be determined by the Participating Entity making the purchase.

7.   CUSTOMER SERVICE

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

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

B.   BUSINESS REVIEWS. Vendor must perform a minimum of one business review with Sourcewell per contract year. The business review will cover sales to Participating Entities, pricing and contract terms, administrative fees, supply issues, customer issues, and any other necessary information.

8.   REPORT ON CONTRACT SALES ACTIVITY AND ADMINISTRATIVE FEE PAYMENT

A.   CONTRACT SALES ACTIVITY REPORT. Each calendar quarter, Vendor must provide a contract sales activity report (Report) to the Sourcewell Contract Administrator assigned to this Contract. A Report must be provided regardless of the number or amount of sales during that quarter (i.e., if there are no sales, Vendor must submit a report indicating no sales were made).

The Report must contain the following fields:

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

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

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

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

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

9. AUTHORIZED REPRESENTATIVE

Sourcewell's Authorized Representative is its Chief Procurement Officer.

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

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

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

B.   ASSIGNMENT. Neither the Vendor nor Sourcewell may assign or transfer any rights or obligations under this Contract without the prior consent of the parties and a fully executed assignment agreement. Such consent will not be unreasonably withheld.

C.   AMENDMENTS. Any amendment to this Contract must be in writing and will not be effective until it has been fully executed by the parties.

D.   WAIVER. If either party fails to enforce any provision of this Contract, that failure does not waive the provision or the right to enforce it.

E.   CONTRACT COMPLETE. This Contract contains all negotiations and agreements between Sourcewell and Vendor. No other understanding regarding this Contract, whether written or oral, may be used to bind either party. For any conflict between the attached Proposal and the terms set out in Articles 1-22, the terms of Articles 1-22 will govern.

F.   RELATIONSHIP OF THE PARTIES. The relationship of the parties is one of independent contractors, each free to exercise judgment and discretion with regard to the conduct of their

respective businesses. This Contract does not create a partnership, joint venture, or any other relationship such as master-servant, or principal-agent.

11. LIABILITY

Vendor must indemnify, save, and hold Sourcewell and its Participating Entities, including their agents and employees, harmless from any claims or causes of action, including attorneys' fees, arising out of the performance of this Contract by the Vendor or its agents or employees; this indemnification includes injury or death to person(s) or property alleged to have been caused by some defect in the Equipment, Products, or Services under this Contract to the extent the Equipment, Product, or Service has been used according to its specifications.

12. GOVERNMENT DATA PRACTICES

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

If the Vendor receives a request to release the data referred to in this article, the Vendor must immediately notify Sourcewell and Sourcewell will assist with how the Vendor should respond to the request.

13. INTELLECTUAL PROPERTY, PUBLICITY, MARKETING, AND ENDORSEMENT

A. INTELLECTUAL PROPERTY
  1. *Grant of License.* During the term of this Contract:
       a. Sourcewell grants to Vendor a royalty-free, worldwide, non-exclusive right and license to use theTrademark(s) provided to Vendor by Sourcewell in advertising and promotional materials for the purpose of marketing Sourcewell's relationship with Vendor.
       b. Vendor grants to Sourcewell a royalty-free, worldwide, non-exclusive right and license to use Vendor's Trademarks in advertising and promotional materials for the purpose of marketing Vendor's relationship with Sourcewell.
  2. *Limited Right of Sublicense*. The right and license granted herein includes a limited right of each party to grant sublicenses to its and their respective distributors, marketing representatives, and agents (collectively "Permitted Sublicensees") in advertising and promotional materials for the purpose of marketing the Parties' relationship to Participating Entities. Any sublicense granted will be subject to the terms and conditions of this Article. Each party will be responsible for any breach of this Article by any of their respective sublicensees.
  3. *Use; Quality Control.*

      a.   Sourcewell must not alter Vendor's Trademarks from the form provided by Vendor and must comply with Vendor's removal requests as to specific uses of its trademarks or logos.

      b.   Vendor must not alter Sourcewell's Trademarks from the form provided by Sourcewell and must comply with Sourcewell's removal requests as to specific uses of its trademarks or logos.

      c.   Each party agrees to use, and to cause its Permitted Sublicensees to use, the other party's Trademarks only in good faith and in a dignified manner consistent with such party's use of the Trademarks. Upon written notice to the breaching party, the breaching party has 30 days of the date of the written notice to cure the breach or the license will be terminated.

4. As applicable, Vendor agrees to indemnify and hold harmless Sourcewell and its Participating Entities against any and all suits, claims, judgments, and costs instituted or recovered against Sourcewell or Participating Entities by any person on account of the use of any Equipment or Products by Sourcewell or its Participating Entities supplied by Vendor in violation of applicable patent or copyright laws.

5. Termination. Upon the termination of this Contract for any reason, each party, including Permitted Sublicensees, will have 30 days to remove all Trademarks from signage, websites, and the like bearing the other party's name or logo (excepting Sourcewell's pre-printed catalog of vendors which may be used until the next printing). Vendor must return all marketing and promotional materials, including signage, provided by Sourcewell, or dispose of it according to Sourcewell's written directions.

B.   PUBLICITY. Any publicity regarding the subject matter of this Contract must not be released without prior written approval from the Authorized Representatives. Publicity includes notices, informational pamphlets, press releases, research, reports, signs, and similar public notices prepared by or for the Vendor individually or jointly with others, or any subcontractors, with respect to the program, publications, or services provided resulting from this Contract.

C.   MARKETING. Any direct advertising, marketing, or offers with Participating Entities must be approved by Sourcewell. Materials should be sent to the Sourcewell Contract Administrator assigned to this Contract.

D.   ENDORSEMENT. The Vendor must not claim that Sourcewell endorses its Equipment, Products, or Services.

14. GOVERNING LAW, JURISDICTION, AND VENUE

Minnesota law governs this Contract. Venue for all legal proceedings out of this Contract, or its breach, must be in the appropriate state court in Todd County or federal court in Fergus Falls, Minnesota.

15. FORCE MAJEURE

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

16. SEVERABILITY

If any provision of this Contract is found to be illegal, unenforceable, or void then both Sourcewell and Vendor will be relieved of all obligations arising under such provisions. If the remainder of this Contract is capable of performance, it will not be affected by such declaration or finding and must be fully performed.

17. PERFORMANCE, DEFAULT, AND REMEDIES

A. PERFORMANCE. During the term of this Contract, the parties will monitor performance and address unresolved contract issues as follows:

1. *Notification.* The parties must promptly notify each other of any known dispute and work in good faith to resolve such dispute within a reasonable period of time. If necessary, Sourcewell and the Vendor will jointly develop a short briefing document that describes the issue(s), relevant impact, and positions of both parties.
2. *Escalation.* If parties are unable to resolve the issue in a timely manner, as specified above, either Sourcewell or Vendor may escalate the resolution of the issue to a higher level of management. The Vendor will have 30 calendar days to cure an outstanding issue.
3. *Performance while Dispute is Pending*. Notwithstanding the existence of a dispute, the Vendor must continue without delay to carry out all of its responsibilities under the Contract that are not affected by the dispute. If the Vendor fails to continue without delay to perform its responsibilities under the Contract, in the accomplishment of all undisputed work, any additional costs incurred by Sourcewell and/or its Participating Entities as a result of such failure to proceed will be borne by the Vendor.

B. DEFAULT AND REMEDIES. Either of the following constitutes cause to declare this Contract, or any Participating Entity order under this Contract, in default:

1. Nonperformance of contractual requirements, or
2. A material breach of any term or condition of this Contract.

Written notice of default and a reasonable opportunity to cure must be issued by the party claiming default. Time allowed for cure will not diminish or eliminate any liability for liquidated or other damages. If the default remains after the opportunity for cure, the non-defaulting party may:

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

18. INSURANCE

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

1. *Workers' Compensation and Employer's Liability.*
Workers' Compensation: As required by any applicable law or regulation.
Employer's Liability Insurance: must be provided in amounts not less than listed below:
    Minimum limits:
    $500,000 each accident for bodily injury by accident
    $500,000 policy limit for bodily injury by disease
    $500,000 each employee for bodily injury by disease

2. *Commercial General Liability Insurance.* Vendor will maintain insurance covering its operations, with coverage on an occurrence basis, and must be subject to terms no less broad than the Insurance Services Office ("ISO") Commercial General Liability Form CG0001 (2001 or newer edition), or equivalent. At a minimum, coverage must include liability arising from premises, operations, bodily injury and property damage, independent contractors, products-completed operations including construction defect, contractual liability, blanket contractual liability, and personal injury and advertising injury. All required limits, terms and conditions of coverage must be maintained during the term of this Contract.
    Minimum Limits:
    $1,000,000 each occurrence Bodily Injury and Property Damage
    $1,000,000 Personal and Advertising Injury
    $2,000,000 aggregate for Products-Completed operations
    $2,000,000 general aggregate

3. *Commercial Automobile Liability Insurance.* During the term of this Contract, Vendor will maintain insurance covering all owned, hired, and non-owned automobiles in limits of liability not less than indicated below. The coverage must be subject to terms no less broad than ISO Business Auto Coverage Form CA 0001 (2010 edition or newer), or equivalent.
    Minimum Limits:
    $1,000,000 each accident, combined single limit

4. *Umbrella Insurance*. During the term of this Contract, Vendor will maintain umbrella coverage over Workers' Compensation, Commercial General Liability, and Commercial Automobile.

> Minimum Limits:
> $2,000,000

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

> Minimum limits:
> $2,000,000 per occurrence
> $2,000,000 annual aggregate

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

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

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

C. ADDITIONAL INSURED ENDORSEMENT AND PRIMARY AND NON-CONTRIBUTORY INSURANCE CLAUSE. Vendor agrees to list Sourcewell and its Participating Entities, including their officers, agents, and employees, as an additional insured under the Vendor's commercial general liability insurance policy with respect to liability arising out of activities, "operations," or "work" performed by or on behalf of Vendor, and products and completed operations of Vendor. 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. Vendor waives and must require (by endorsement or otherwise) all its insurers to waive subrogation rights against Sourcewell and other additional insureds for losses paid under the insurance policies required by this Contract or other

insurance applicable to the Vendor 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 Vendor or its subcontractors. Where permitted by law, Vendor must require similar written express waivers of subrogation and insurance clauses from each of its subcontractors.

E.   UMBRELLA/EXCESS LIABILITY/SELF-INSURED RETENTION. The limits required by this Contract can be met by either providing a primary policy or in combination with umbrella/excess liability policy(ies), or self-insured retention.

19. COMPLIANCE

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

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

20. BANKRUPTCY, DEBARMENT, OR SUSPENSION CERTIFICATION

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

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

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

Participating Entities that use United States federal grant or FEMA funds to purchase goods or services from this Contract may be subject to additional requirements including the procurement standards of the Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards, 2 C.F.R. § 200. Participating Entities may also require additional requirements based on specific funding specifications. Within this Article, all

references to "federal" should be interpreted to mean the United States federal government. The following list only applies when a Participating Entity accesses Vendor's Equipment, Products, or Services with United States federal funds.

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

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

C.   CONTRACT WORK HOURS AND SAFETY STANDARDS ACT (40 U.S.C. § 3701-3708). Where applicable, all contracts awarded by the non-federal entity in excess of $100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. §§ 3702 and 3704, as supplemented by Department of Labor regulations (29 C.F.R. § 5). Under 40 U.S.C. § 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of

not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. § 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence. This provision is hereby incorporated by reference into this Contract. Vendor certifies that during the term of an award for all contracts by Sourcewell resulting from this procurement process, Vendor must comply with applicable requirements as referenced above.

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

E.   CLEAN AIR ACT (42 U.S.C. § 7401-7671Q.) AND THE FEDERAL WATER POLLUTION CONTROL ACT (33 U.S.C. § 1251-1387). Contracts and subgrants of amounts in excess of $150,000 require the non-federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. § 7401- 7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. § 1251- 1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA). Vendor certifies that during the term of this Contract will comply with applicable requirements as referenced above.

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

G.   BYRD ANTI-LOBBYING AMENDMENT, AS AMENDED (31 U.S.C. § 1352). Vendors must file any required certifications. Vendors 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. Vendors 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. Vendors must file all certifications and disclosures required by, and otherwise comply with, the Byrd Anti-Lobbying Amendment (31 U.S.C. § 1352).

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

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

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

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

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

22. CANCELLATION

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

Sourcewell	**Rubicon Global, LLC**

DocuSigned by:
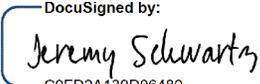
Jeremy Schwartz

By: _____
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Jeremy Schwartz
Title: Chief Procurement Officer

Date: ___3/24/2021 | 2:00 PM CDT___

DocuSigned by:

Michael Allegretti
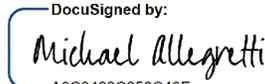
By: _____
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Michael Allegretti
Title: Chief Strategy Officer

Date: ___3/25/2021 | 9:08 AM CDT___

Approved:

DocuSigned by:

Chad Coauette

By: _____
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Chad Coauette
Title: Executive Director/CEO

Date: ___3/25/2021 | 9:18 AM CDT___

RFP 020221 - Fleet Management Technologies with Related Software Solutions

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Vendor Details

Company Name:	Rubicon Global, LLC
Does your company conduct business under any other name? If yes, please state:	Rubicon
Address:	950 East Paces Ferry Rd NE #1900
	ATLANTA, GEORGIA 30326
Contact:	Geoffrey Urbach
Email:	gurbach@rubicon.com
Phone:	512-944-9215
HST#:	27-0692429

Submission Details

Created On:	Tuesday January 05, 2021 11:04:33
Submitted On:	Tuesday February 02, 2021 13:52:27
Submitted By:	Geoffrey Urbach
Email:	gurbach@rubicon.com
Transaction #:	04e9242c-a9b1-44fd-a0be-f5b1ca284698
Submitter's IP Address:	141.155.11.31

Specifications

Table 1: Proposer Identity & Authorized Representatives

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

Line Item	Question	Response *	
1	Proposer Legal Name (and applicable d/b/a, if any):	Rubicon Global, LLC.	*
2	Proposer Address:	950 East Paces Ferry Road Atlanta, GA 30326	*
3	Proposer website address:	https://www.Rubicon.com	*

4	Proposer's Authorized Representative (name, title, address, email address & phone) (The representative must have authority to sign the "Proposer's Assurance of Compliance" on behalf of the Proposer and, in the event of award, will be expected to execute the resulting contract):	Michael Allegretti
		Chief Strategy Officer
		  -Address: 335 Madison Avenue, New York, NY 10017
		  -Email: mallegretti@rubicon.com
		  -Phone: (917) 270-5167
			*

5	Proposer's primary contact for this proposal (name, title, address, email address & phone):	Geoffrey Urbach
		Senior Manager, Partnerships
		  -Address: 335 Madison Avenue, New York, NY 10017
		  -Email: gurbach@rubicon.com
		  -Phone: (512) 944-9215
			*

6	Proposer's other contacts for this proposal, if any (name, title, address, email address & phone):	Conor Riffle
		Vice President, Smart Cities
		  -Address: 335 Madison Avenue, New York, NY 10017
		  -Email: conor.riffle@rubicon.com
		  -Phone: (917) 246-8430	

Table 2: Company Information and Financial Strength

Line Item	Question	Response *	

7	Provide a brief history of your company, including your company's core values, business philosophy, and industry longevity related to the requested equipment, products or services.	Founded in 2008, Rubicon is a global leader in providing fleet management technologies for the business, government, and non-profit sectors. With products and offerings including RUBICONSmartCity™, RUBICONPremier™, RUBICONPro™, and RUBICONVision™, Rubicon is bringing machine learning and Internet of Things (IOT) applications to the world's heavy-duty fleets, with a special focus on the unique demands of solid waste. We serve thousands of commercial sites worldwide, including many Fortune 500 companies such as Best Buy, Dollar General, and 7-Eleven. Our technology helps customers manage the unique demands of solid waste services, including route optimization, commodity markets, waste-reduction programs and other sustainability offerings across our portfolio for partners like Chipotle, Wegmans, COX and many more. Our experience serving these complex commercial fleet operations ourselves has helped us develop a suite of comprehensive solutions for heavy-duty fleets within the public sector. Rubicon has been deployed in over 55 municipally owned heavy-duty fleets across North America. Solid waste and other heavy-duty fleets have unique demands that cannot be addressed through industry standard fleet management solutions. Rubicon's technology comprises functionality that meets the specialized telematics and operational requirements of complex solid waste operations. MISSION Rubicon's mission is to end waste, in all its forms. This means not only eliminating physical waste, but also wasted time, wasted tax dollars, and wasted energy. CORE VALUES Defined by our employees, these seven essential values guide everything we do. 1) Be Passionate 2) Embrace Learning 3) Do What You Say 4) Embrace Challenge 5) Be Humble & Transparent 6) Advocate for Customers 7) Serve the Planet Certified since 2012, Rubicon is one of the largest and longest-certified B Corporations in the world, affirming that the company meets the highest standards of verified social and environmental performance. Our B Corp status is representative of how we leverage our business as a catalyst for environmental, social, and governance improvements throughout and within the heavy-duty fleet industry. As evidence of this leadership, Rubicon has been awarded Best for the World in 2018,2019 for Environment and Government). Additionally, Rubicon is proud to have been certified each of the last three years (2018-2020) as a Great Place to Work ®.	*
8	What are your company's expectations in the event of an award?	In the event of an award, Rubicon's Sourcewell contract would become Rubicon's primary path to contract for cities throughout the United States and Canada.	*
9	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.	We follow Generally Accepted Accounting Principles (GAAP). We most recently concluded a Series-E capital raise, through which we raised $126.6M, for a total of nearly $296.1M raised throughout the company's history. Rubicon is a privately owned company and does not disclose any financial information. Public information about Rubicon's finances is available via Rubicon's Crunchbase profile. (https://www.crunchbase.com/organization/rubicon-technologies)	*
10	What is your US market share for the solutions that you are proposing?	RUBICONSmartCity has been deployed in more than 55 municipalities. Rubicon is privately owned, and therefore does not disclose specific market share numbers.	*
11	What is your Canadian market share for the solutions that you are proposing?	RUBICONSmartCity has been deployed in more than 55 municipalities. Rubicon is privately owned, and therefore does not disclose specific market share numbers.	*
12	Has your business ever petitioned for bankruptcy protection? If so, explain in detail.	No, Rubicon has never petitioned for bankruptcy protection.	*

13	How is your organization best described: is it a manufacturer, a distributor/dealer/reseller, or a service provider? Answer whichever question (either a) or b) just below) best applies to your organization. a) If your company is best described as a distributor/dealer/reseller (or similar entity), provide your written authorization to act as a distributor/dealer/reseller for the manufacturer of the products proposed in this RFP. If applicable, is your dealer network independent or company owned? b) If your company is best described as a manufacturer or service provider, describe your relationship with your sales and service force and with your dealer network in delivering the products and services proposed in this RFP. Are these individuals your employees, or the employees of a third party?	Rubicon is best described as a blend of options A & B. RUBICONSmartCity combines hardware manufactured by other providers with Rubicon's own proprietary software. A) Please see the necessary reseller authorization letter titled "Rubicon Reseller Agreement" attached in the "Certifications" zip file. B) As a service provider, Rubicon has developed a proprietary software platform leveraging third-party hardware. Utilizing a Software as a Service (SaaS) model, our company employs a direct sales model. All sales team and customer success team members are Rubicon employees.	*
14	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.	Rubicon is an asset-light enterprise and does not own any of the transportation modalities traditionally associated with heavy-duty fleet services. As such, Rubicon is allowed to perform services in Canada and is authorized to transact business in all 50 states. B-CORP CERTIFICATION Rubicon maintains a B Corp certification from B Lab. This is the only certification that measures a company's entire social and environmental performance. Certificate can be provided upon request. CERTIFICATE OF INSURANCE (COI) Rubicon maintains an active COI. For a detailed summary of our business insurance coverage please refer to the attachments. WOMEN OR MINORITY BUSINESS ENTITY (WMBE) CERTIFICATION Rubicon's third party installer, Orbital, maintains a WMBE certification. Orbitals WMBE Certification is attached in the zip file titled "Certifications." Please find proof of certifications in the attached zip file titled "Certifications." Please find a copy of Rubicon's W9 along with these documents.	*
15	Provide all "Suspension or Debarment" information that has applied to your organization during the past ten years.	Rubicon has not been subject to any "Suspension or Debarment" over the past ten years or at any point in the company's history.	*

Table 3: Industry Recognition & Marketplace Success

Line Item	Question	Response *	
16	Describe any relevant industry awards or recognition that your company has received in the past five years	Rubicon has received the following industry recognition and awards: - Great Place to Work ® : (2018-present) - Companies with Seriously Impressive Benefits: (Glassdoor, 2018) - BIG Innovation Award: (Business Intelligence Group, 2021) - Emerging Innovator: (Ellen MacArthur Foundation, 2017) - World's Leading Circular Economy Solutions: (Sitra, 2020) - Top 25 Most Disruptive Companies: (Inc., 2017) - Circular Economy Digital Disruptor: (World Economic Forum, 2017) - World's Most Innovative Companies: (Fast Company, 2016) - "Best for the World": (B Corporation, 2019) Please visit our awards page for a full list. (https://www.rubicon.com/about/awards-accolades/)	*
17	What percentage of your sales are to the governmental sector in the past three years	100% of RUBICONSmartCity sales are to government customers.	*
18	What percentage of your sales are to the education sector in the past three years	Rubicon has not supported any sales to the education sector in the past three years.	*
19	List any state, provincial, or cooperative purchasing contracts that you hold. What is the annual sales volume for each of these contracts over the past three years?	The RUBICONSmartCity solution is available to purchase on the HGACBuy Consortium. The annual sales volume for the contract is more than $200,000 since the start of the contract.	*
20	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?	Rubicon does not hold and has not held any GSA contracts or Standing Offers and Supply Arrangements (SOSA).	*

Table 4: References/Testimonials

Line Item 21. Supply reference information from three customers who are eligible to be Sourcewell participating entities.

Entity Name *	Contact Name *	Phone Number *	
City of Kansas City, Missouri	Michael Shaw	(505) 955-2012	*
City of Fort Smith, Arkansas	Kyle Foreman	(479) 784-2431	*
City of Spokane, Washington	Erica Jacobo	(509) 309-5466	*

Table 5: Top Five Government or Education Customers

Line Item 22. Provide a list of your top five government, education, or non-profit customers (entity name is optional), including entity type, the state or province the entity is located in, scope of the project(s), size of transaction(s), and dollar volumes from the past three years.

Entity Name	Entity Type *	State / Province *	Scope of Work *	Size of Transactions *	Dollar Volume Past Three Years *	

City of Memphis	Government	Tennessee - TN	The RUBICONSmartCity solution was installed in the City of Memphis' fleet of 374 vehicles, serving 600,000 unique service locations in the City. After utilizing the solution to collect valuable data regarding the City's collection operations, Rubicon and the City began an optimization project in order to drive even more efficiencies in the City's solid waste services. Through the optimization, Rubicon was able to reduce the City's total number of routes by 48 and balanced routes to under 8 hours, eliminating overtime across the board.	Multiple transactions over $100,000	$1,000,000+	*
City of Baltimore	Government	Maryland - MD	The RUBICONSmartCity solution was installed in the City of Baltimore's 159 vehicles in the fall of 2020 to drive efficiencies across solid waste, recycling, and bulk operations. Short and long-term objectives of the project include: -Digitization of existing vehicle, customer, and route data to enable more flexible and responsive operations in COVID-19 and beyond -Provide data insights on service verification, routing, vehicle telematics, and driver performance -Monitor and collect real time data on the City's solid waste, recycling, and bulk operations in order to further increase operational efficiency -Optimize bulk and other ad hoc, point to point routing, increasing the number of pick-ups -Optimize City's routes through fleet optimization and help realize significant cost savings	$792,000	$792,000+	*

City of Kansas City	Government	Missouri - MO	Rubicon's technology was deployed in 80 of the City of Kansas City's Department of Solid Waste vehicles to optimize scheduling and routing, provide near-real-time updates to drivers, improve customer service, and streamline management and scheduling systems. Using Rubicon's technology the Solid Waste Department has doubled the service area covered by those 80 vehicles, recognized significant cost savings through streamlined operations and optimized routing and improved service delivery to residents and response time to requests or missed pickups. Additionally, Rubicon successfully coordinated and managed integrating RUBICONSmartCity with both the City's billing and work order management systems.	Multiple transactions over $200,000	$650,000+	*
City of Spokane	Government	Washington - WA	RUBICONSmartCity powers the City of Spokane's fleet of 100 solid waste trucks, servicing more than 60,000 residential and commercial waste and recycling customers. Rubicon provides all components of the technology and provides on the ground support and training via our team of Customer Success Managers. Until recently, Spokane's operation ran almost entirely on paper. All service information was kept in a giant rolodex and City staff dedicated time to filling two full boxes of paper records each week. With Rubicon's technology, the City is able to save $25,000 annually through digitization of their paper routes, boosting overall efficiency of their solid waste operation. Spokane is especially effective utilizing the In Cab Interface (ICI) to note a variety of exceptions at the curb and using this data to drive revenue. For example, drivers utilize the ICI to note overflowing bins, locked gates, and contamination at the curb. Drivers also use the ICIs to document extra bags and other chargeable items at the curb, generating an additional $2 million in revenue every year.	$195,682 $96,380.79 $6,230 $173,910.27 $12,925.76 $187,973.50 $6,068.87	$750,000+	*

| City of Fort Smith | Government | Arkansas - AR | The City of Fort Smith Arkansas and Rubicon entered into a partnership to deploy RUBICONSmartCity™ with the City's Division of Solid Waste Management's full fleet of 40 vehicles. The City procured Rubicon's technology through the HGACBuy purchasing consortium.

The City was particularly focused on reducing the number of missed pickups through near-real-time collection monitoring; the number of go-backs through service verification information; and identifying areas to improve route efficiencies that would result in the conservation of time, resources, and taxpayer dollars.

Rubicon's preliminary analysis showed that by running a route optimization exercise, the city has the potential to realize $172,000 in annual cost savings. Additionally, by deploying our technology, the City has the potential to recognize an estimated $245,000 in annual cost savings. | Multiple transactions starting at $8,000 | $200,000+ | * |

Table 6: Ability to Sell and Deliver Service

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

Line Item	Question	Response *	
23	Sales force.	Rubicon deploys a sales force across four distinct territories within the United States and Canada. Each territory is managed by a Partnerships Manager who is responsible for expansion of RUBICONSmartCity as well as ongoing customer support and relationship management. The Partnerships team is supported by an analyst and a leadership team of two. RUBICONSmartCity's sales team consists of seven individuals. Please see attached documents highlighting partnership team territories in the United States and Canada in the zip file titled "Team & Territories".	*
24	Dealer network or other distribution methods.	Not applicable. Rubicon is the sole provider of our solutions and does not employ a dealer network or maintain other distribution methods.	*
25	Service force.	RUBICONSmartCity's service force includes a team of six Customer Success professionals that provide the highest level of customer service in the industry. The team is based across the United States, allowing tailored hours and response times based on customer location. Each city partner is assigned a specific Customer Success Manager as a point of contact throughout the contract. This tailored approach that emphasizes long-term support allows Rubicon's Customer Success team to build strong relationships with our customers, leading to a high level of satisfaction and best in-class customer support. Additionally, RUBICONSmartCity's Partnership Management team remains involved after a customer procures the technology to ensure there is no gap in service. Please see the attached Organization Chart which breaks down Rubicon's Customer Success Team in the zip file titled "Team & Territories."	*
26	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.	Rubicon excels in customer support. Our Customer Success Team provides each city a dedicated project manager. Our system is supported by a help desk, and we maintain 99.5% uptime, not including scheduled downtime. Our Customer Success Team is responsive to customer needs and works to resolve issues specific to customer operations based on our tiered support model. Our staff is available Monday - Friday, 8:00am - 6:00pm EDT to answer customer service related questions by phone or email, and we can arrange for specialized support for customers that need additional availability. Please see our Service Level Agreement (SLA) located in the zip file "Support & Services" in the supplemental documents.	*
27	Describe your ability and willingness to provide your products and services to Sourcewell participating entities in the United States.	Rubicon has customers in all 50 states and 22 countries around the world. RUBICONSmartCity has been deployed in over 55 cities in the last four years and continues to grow rapidly. Rubicon is capable and willing to provide RUBICONSmartCity to any participating entities in the United States.	*
28	Describe your ability and willingness to provide your products and services to Sourcewell participating entities in Canada.	RUBICONSmartCity has been deployed in Canada, and we are capable and willing to provide RUBICONSmartCity to any participating entities in Canada.	*
29	Identify any geographic areas of the United States or Canada that you will NOT be fully serving through the proposed contract.	There are no geographical areas of the United States or Canada that Rubicon will not service during the proposed contract.	*
30	Identify any Sourcewell participating entity sectors (i.e., government, education, not-for-profit) that you will NOT be fully serving through the proposed contract. Explain in detail. For example, does your company have only a regional presence, or do other cooperative purchasing contracts limit your ability to promote another contract?	There are no entity sectors that Rubicon will not service through the proposed contract. Rubicon provides the opportunity to use the Sourcewell contracts to all eligible customers.	*
31	Define any specific contract requirements or restrictions that would apply to our participating entities in Hawaii and Alaska and in US Territories.	There are no specific contract requirements or restrictions applicable to Sourcewell participating entities in Hawaii, Alaska, or U.S. Territories.	*

Table 7: Marketing Plan

Line Item	Question	Response *	

32	Describe your marketing strategy for promoting this contract opportunity. Upload representative samples of your marketing materials (if applicable) in the document upload section of your response.	In order to effectively promote this contract opportunity, Rubicon will adopt and execute a multi-channel marketing strategy designed to reach target customers in key geographies.

In order to effectively promote this contract opportunity, Rubicon will adopt and execute a multi-channel marketing strategy designed to reach target customers in key geographies.

DIGITAL

Digital advertising will be a central component of our marketing strategy. Given this channel's precise targeting capabilities, we will be able to effectively and efficiently reach our ideal buyers wherever they are. Digital channels will include:

- Display ads on relevant websites (GovTech.com, Government-Fleet.com)
- Geo-targeted mobile ads
- PPC/Paid search (Google, Bing)
- Email campaigns
- Press releases
- Blog posts
- Newsletter inclusions
- Website landing page

BRAND

We will use a range of brand assets to further drive awareness of our status as a Sourcewell-approved vendor. This will include co-branding on high-value brand placements including:

- Email signatures
- Presentation templates
- Official company letterhead
- Event banners and collateral
- Creative assets used in digital advertising programs (described above)

SOCIAL

Rubicon's social channels will be a key part of our marketing effort. Using both paid and organic programs, we will advertise on the following channels:

- Twitter
- LinkedIn
- Instagram
- Facebook

With a Twitter base of well over 100,000 followers, Rubicon's social media presence is a market leader and incredibly well established.

OFFLINE

In addition to the targeted digital and social approaches described above, we will also run offline advertising campaigns in markets where such opportunities are available. Offline approaches are essential in the municipal government space because many target customers can only be reached with traditional offline advertising. These offline campaigns will include:

- Billboards/out-of-home placements
- Transit advertising
- Print publications, like Government Executive and Municipal World Magazine

EVENTS

Rubicon participates in numerous events across the calendar year, at various levels of involvement including:

- Government Fleet Expo & Conference
- WasteExpo
- SWANA WASTECON
- US Conference of Mayors
- African American Mayors Association
- National League of Cities

Rubicon's marketing and sales teams will promote Sourcewell to customers at those venues.

*Please see attached for a sample of representative marketing materials in the zip file titled "Marketing Materials."

33	Describe your use of technology and digital data (e.g., social media, metadata usage) to enhance marketing effectiveness.	Rubicon uses the latest marketing technology and digital data to enhance the effectiveness of our online marketing. Through search engine optimization, Rubicon organically ranks higher than competitors in searches for the services provided. Additionally, Rubicon's paid online marketing offers target prospective clients on search engines, display and video ads, and social media platforms. On popular search engines like Google, Microsoft Bing, Yahoo, and AOL, Rubicon uses content driven by keyword research and competitive analysis. Rubicon also uses technical and conversion rate optimization of our website structure, content, and metadata to rank highly in the organic results for searches for services that we provide to businesses and government. In addition to these organic optimizations and content efforts, Rubicon also bids on the Google Ads and Microsoft Ads platforms to show search ads above the organic results on important keywords that lead to valuable customers. Over the years, Rubicon has optimized and improved its search marketing effectiveness and performance through AI optimizations, content testing, audience analysis, and data management. In addition to search advertising, Rubicon also effectively uses the display and video marketing on both the Google Display and Microsoft Audience Networks to retarget users that have shown interest in Rubicon but have not yet converted, to offer case studies, how-to guides, and research on their services to companies in the decision funnel. Rubicon also reaches out to potential customers on social media networks like LinkedIn, Facebook, and Instagram. Rubicon uses its vast network of customer data to focus on companies, cities, industries, job titles, locations, demographics, and other characteristics of users of these social networks that may be interested in using Rubicon's services. Rubicon also takes advantage of AI technology and audience tools to optimize and find the best-converting consumers. Over the years, Rubicon has tested hundreds of different social media ads and messages, including images, carousels, videos, promotions, retargeting, case studies, guides, and more, to provide their audience with the best information about the company and find the best-converting content for each type of platform. Rubicon works with a digital media agency at the cutting-edge of online marketing and audience trends. Weekly, the marketing and content team meets with the agency team to review performance metrics and discuss ongoing and upcoming tests and strategy on each platform. Rubicon also works with representatives at Google/YouTube Ads, Microsoft Ads, and Facebook/Instagram Ads which provide account strategy recommendations and access to the latest marketing tools in beta on each platform. For instance, Rubicon was one of the first companies to test the Video Builder AI tool on the YouTube platform while it was in beta testing in 2019. Rubicon is truly on the leading edge of marketing technology in organic, search, display/video, and social media marketing.	*
34	In your view, what is Sourcewell's role in promoting contracts arising out of this RFP? How will you integrate a Sourcewell-awarded contract into your sales process?	Rubicon's Partnership and Marketing teams will be primarily responsible for promoting the contract arising from this RFP. Our team would look to Sourcewell for listing our participation on its website and supporting our marketing teams with an occasional retweet or share. A Sourcewell-awarded contract would serve as our primary procurement pathway for Rubicon's current and potential municipal customer base.	*
35	Are your products or services available through an e-procurement ordering process? If so, describe your e-procurement system and how governmental and educational customers have used it.	Yes. The RUBICONSmartCity™ product is available for e-procurement through AWS Marketplace. Governmental entities click to subscribe, at which point we receive the order to fulfill.	*

Table 8: Value-Added Attributes

Line Item	Question	Response *	
36	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 is conducted by Rubicon's Customer Success Team. A dedicated Customer Success Manager is assigned to each city partner, who manages all contract obligations and effectively triages requests as necessary. Rubicon offers training and support in the following formats: - In-Person, On-Site Training - Remote, Webinar Trainings - New Staff Training - Scheduled Training for Major Software Updates - On Site Training Manuals & Materials Please see additional details in the attachment titled "Training and Support Services" within the zip file titled "Support & Services."	*

37	Describe any technological advances that your proposed products or services offer.	RUBICONSmartCity incorporates numerous technological advances, including:

RUBICONSmartCity incorporates numerous technological advances, including:

SERVICE VERIFICATION FOR SOLID WASTE

Traditional telematics can't fully address the specific needs of the solid waste industry. That's why Rubicon developed a method for using telematics and other data to verify service for both residential and commercial solid waste customers. To verify that service has occurred in a particular area, our solution leverages the In-Cab-Interface (ICI), a smartphone or tablet loaded with Rubicon's driver application, and a best-in-class telematics device (Pod), to collect a multitude of parameters about the operation of solid waste vehicles. Using the speed and location of a solid waste vehicle in conjunction with a geocoded customer address, we are able to verify that the vehicle was servicing the area. Our patented technology analyzes the collected parameters to determine if service could have taken place. For commercial locations, Rubicon adds an additional parameter verifying that waste or recycling service has been completed through its patented "shake" technology, which is unique to the market and incorporates vibration and sound to verify service.

APP-BASED FLEET MANAGEMENT

Rubicon's fleet management solution runs on any smartphone - a major technological leap that dramatically reduces the need for hardware to be installed in vehicles. Our app-based software was designed to work on a smartphone (e.g. iPhone), which allows users to simply download our software to deploy our fleet management solution for heavy-duty fleets like garbage trucks. In heavy-duty industries like solid waste, where installation of hardware can interfere with the vehicle's performance, a software solution lowers costs and reduces time to deployment. In addition, using smartphones makes RUBICONSmartCity a portable system, transferable from vehicle to vehicle. When a vehicle is out of service - as happens often in heavy-duty industries like solid waste and street sweeping - the technology can simply be moved to the replacement vehicle.

INTEGRATIONS WITH OTHER SYSTEMS

Rubicon integrates with other essential software systems out of the box. RUBICONSmartCity is integrated with Google Maps and MapBox and provides a public facing REST application programming interface (API) for RUBICONSmartCity clients. Rubicon understands the importance of software integrations and will work with cities to effectively support any key integration projects.

EDGE COMPUTING AND MACHINE LEARNING

Fleet vehicles are critical, often underutilized, city assets. Garbage trucks, in particular, are one of the only vehicles that go up and down every single street in the city at least once per week. Rubicon's technology enables garbage trucks to collect various city insights without the need for additional resources, transforming waste (and other city fleet) vehicles into roaming data collection centers.

Rubicon's next generation camera technology, RUBICONVision, helps turn solid waste vehicles into the city's eyes and ears, taking stock and recording important infrastructure data as drivers go about their normal routes. Rubicon's technology can detect, for example, potholes. Unlike other "dash cams" or vehicle-mounted "safety cameras" Rubicon's device uses powerful edge computing. Edge computing can process large amounts of data on the vehicle itself, reducing internet bandwidth and cellular data usage. This both reduces costs and ensures that applications can be used effectively in remote locations.

38	Describe any "green" initiatives that relate to your company or to your products or services, and include a list of the certifying agency for each.	Rubicon's commitment to sustainability stems from our mission to end waste and is embedded into everything we do. Sustainability is at the core of our business and was the central organizing principle of the company during its founding in 2008. Led by our Chief Sustainability Officer, who sits on our Executive Leadership Team, we strive to meet the highest environmental standards and are one of the only companies in the waste industry that discloses its GHG data. Through our in-office composting initiative we have diverted 28,147 lbs. of food waste from landfill since 2017.

In order to drive sustainability, RUBICONSmartCity enables cities to manage waste operations efficiently and effectively while meeting their sustainability goals. Cities utilize RUBICONSmartCity to:

- Reduce Paper: RUBICONSmartCity enables cities to digitize operations including route sheets, pre/post trip inspections, and weight tickets. Upon the implementation of our technology, the City of Spokane, WA saved $25,000 in printing costs alone by digitizing their operations.

- Reduce vehicle mileage and associated greenhouse gases: With RUBICONSmartCity, cities can optimize routes reducing associated vehicle miles travelled and trip length. As heavy-duty vehicles contribute significantly to GHG emissions, any reduction in trip time

and miles traveled will reduce associated emissions.

- Reduce Contamination: RUBICONVision is able to detect material contamination as recyclable materials are dumped into the hopper. This data will help the City better understand their waste streams, target education outreach, and improve mitigation efforts to reduce contamination.

The following highlights a selection of Rubicon's "green" certifications and initiatives.

B-CORP

In 2019, B Corp awarded Rubicon "Best for the World" recognitions for "Environment," scoring among the top 10% of all B-Corps, as well as "Corporate Governance" in 2017, 2018.

CARBON SAVINGS

Rubicon closely tracks CO_2 emissions and is actively working towards achieving net zero emissions. In our office headquarters alone, we were able to eliminate 20.4 tons of CO_2 emissions by eliminating single use plastics:

- Cloud-based, asset-light company, owning no hard assets such as trucks or disposal facilities
- Corporate sustainable travel policy and fully subsidize access to public transportation for employees
- Sustainable office supply purchasing policy

CIRCULAR SOLUTIONS

We optimize and manage customers' waste and recycling portfolios by delivering cost-savings and sustainable solutions.

- Worked alongside our partner, Wegmans, to divert approximately 30,000 tons of food scraps to compost or aerobic digestion in one year.
- Between 2017 and 2019, Rubicon increased one commercial customer's landfill diversion rate by 47%.

In 2019, Rubicon published our first annual sustainability report titled "Toward a Future Without Waste" reporting on the progress our company as well as customers had made towards meeting our mission to end waste. The report details an array of sustainability solutions based on the company's experiences delivering positive environmental results for Rubicon's customers - both commercial and municipal.

Please find a full copy of Rubicon's ESG report here: (https://www.rubicon.com/esg-report/)

TRICK OR TRASH

Rubicon's Trick or Trash program was designed to help reduce waste that accumulates each Halloween by providing safe and easy-to-assemble recycling boxes to schools and small businesses, which can be filled with discarded candy wrappers and other snack packaging. This plastic is thin, cheap, and notoriously difficult to recycle. The vast majority ends up in our waterways and oceans. Rubicon's 2020 Trick or Trash campaign reached 730 schools and small businesses in all 50 states, diverting 7,000 pounds of wrappers from landfills and oceans. Not only does this campaign recognize immediate impacts on our environment, but creates long-term awareness and excitement surrounding recycling. We create educational materials -- including lesson plans, fact sheets, and lunch box reminders -- to bring to life the importance of recycling and waste diversion, while introducing the concept of the "circular economy," an important evolution of today's mainstream "take-make-waste" production model.

ARBOR DAY FOUNDATION

Over the course of the last 6 months, Rubicon has planted over 4,000 trees with Arbor Day Foundation. We are looking to quickly ramp up tree planting efforts, gifting trees in lieu of swag at events, celebrating staff and company milestones with reforestation projects and offering travel through tree-related carbon sequestration.

| 39 | Identify any third-party issued eco-labels, ratings or certifications that your company has received for the equipment or products included in your Proposal related to energy efficiency or conservation, life-cycle design (cradle-to-cradle), or other green/sustainability factors. | Rubicon has earned the following third-party eco-labels, ratings, and certifications:

- Certified B Corp
- Certified "Best for the World" for "Environment" and "Corporate Governance" categories by B Lab.
- Great Place to Work™ (2018, 2019, 2020)
- Glassdoor, "Eleven Companies with Seriously Impressive Benefits (2018)
- Ellen MacArthur Foundation, Emerging Innovator
- World Economic Forum, Digital Disruptor
- World's Leading Circular Economy Solutions, Sitra (2020)

Rubicon is a signatory of the following environmental agreements:

- Inaugural Signatory of the New Plastics Economy Global Commitment
- UN Global Compact
- The Climate Pledge by Amazon and Global Optimism

Rubicon maintains strategic partnerships with the following organizations to execute on our mission to end waste:

- Ocean Exchange
- rePurpose
- TRUE Zero Waste
- U.S. Composting Council
- United Nations Global Compact
- World Business Council for Sustainable Development.

Additionally, We partner with Trucost, part of S&P Global, a leader in carbon and environmental data and risk analysis, to verify the methodology Rubicon employs to determine landfill diversion rate and how much carbon our clients avoid emitting by choosing non-landfill solutions. Trucost validated the methodology most recently in early 2020. | * |
| 40 | Describe any Women or Minority Business Entity (WMBE), Small Business Entity (SBE), or veteran owned business certifications that your company or hub partners have obtained. Upload documentation of certification (as applicable) in the document upload section of your response. | Although Rubicon is not a WMBE, SBE, Veteran owned business, we are proud to sub-contract installation services with Orbital Installation Technologies - a certified Geotab installer and a certified WBE in the State of Indiana and certified National WMBE by Women's Business Enterprise National Council. Please find a copy of Orbital's WMBE certification in the zip file titled "Certifications." Orbital is also a certified RUBICONSmartCity installer, with experience installing our technology in more than ten other cities. Rubicon will be contracting out 100% of its subcontracting work to Orbital, making Orbital a key player in the fulfillment of our contracts. Orbital is a trusted partner that provides best in-class installation services.

Rubicon is also an Equal Opportunity Employer. It is the policy of the Company to provide equal employment without regard to race, color, age, religion, sex, national origin, disability, veteran's status or sexual orientation. Rubicon is also committed to taking affirmative action in seeking and assisting workers who may have formerly been excluded from the mainstream of employment to meet job standards and thus reach their full potential. | * |

| 41 | 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? | Rubicon offers the following unique attributes to participating entities:

- Fleet management for the specific demands of heavy duty vehicles, including solid waste.

- Rubicon is the only fleet management provider that specializes in solid waste - we manage solid waste for the biggest brands in North America. Please find a selection of these brands in the attached document titled "Rubicon Proud Partners."

- Software built for front-line municipal workers.

- Remote operations for essential workers, designed to keep operations running while putting as few workers in harm's way as possible.

- App-based software to speed deployment, reduce costs, and avoid unnecessary installation on heavy-duty vehicles.

- Rubicon is the only fleet management technology provider with an environmental mission and certified B-corp status, putting us in the vanguard of environmental and social leadership.

- Development Partner Opportunity: We build our software in lockstep with our municipal government development partners. Municipalities are eligible to take part in our development program to pilot and test our emerging technology. | * |

Table 9: Warranty

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

Line Item	Question	Response *	
42	Do your warranties cover all products, parts, and labor?	Yes, Rubicon's warranties cover all products, parts, and labor. Devices in use outside of those provided by Rubicon are not covered under the terms of this warranty.	*
43	Do your warranties impose usage restrictions or other limitations that adversely affect coverage?	No, our warranties do not impose restrictions or other limitations that adversely affect coverage.	*
44	Do your warranties cover the expense of technicians' travel time and mileage to perform warranty repairs?	Yes, Rubicon's warranties cover technicians; travel time and mileage expenses to perform repairs under warranty.	*
45	Are there any geographic regions of the United States or Canada (as applicable) for which you cannot provide a certified technician to perform warranty repairs? How will Sourcewell participating entities in these regions be provided service for warranty repair?	There are no geographic regions of the United States or Canada for which Rubicon cannot provide a certified technician to perform warranty repairs. Rubicon's partner, Orbital Installation Technologies, provides repair services for our customers. Orbital's certified technicians install, test, and configure the Pod telematics device and RUBICONVision camera.	*
46	Will you cover warranty service for items made by other manufacturers that are part of your proposal, or are these warranties issues typically passed on to the original equipment manufacturer?	Yes, all devices provided by Rubicon are covered under the terms of warranty.	*

47	What are your proposed exchange and return programs and policies?	Rubicon runs a two-week calibration period at the beginning of every contract for all Rubicon hardware. During this period, if any of the Rubicon-issued devices fail, Rubicon will replace them at no charge and without counting these replacements against the warranty agreement.	
		Exchanges and returns under other circumstances will be considered on a case-by-case basis.	
		Full warranty details are provided below;	
		ICI DEVICE WARRANTY	
		In the event an issue is discovered with one of the ICI devices, Rubicon will replace the device on a schedule agreed upon in advance with the customer. Rubicon will replace a specific number of ICI's per year tailored to the number of devices included in each contract. Rubicon will also replace any other standard hardware - tailored to each contract (charging stations, cables, mounts, etc), at no cost. Hardware replacements beyond these numbers will fall outside of the warranty. Devices outside of the warranty period will be the responsibility of the city. Replacement devices can be ordered through Rubicon and billed to the city.	
		POD DEVICE WARRANTY	
		Rubicon will replace up to a specific number of pod devices per year under the basic pricing proposal included in this response. This exact number depends on the number of devices purchased. Rubicon also will replace any other standard hardware (mounts, harnesses, cables, etc), up to a specific number per year, at no cost. Hardware replacements beyond these numbers will fall outside of the warranty. Devices outside of the warranty period will be the responsibility of the City. Replacement devices can be ordered through Rubicon at the price outlined in the contract and will be billed to the City.	*
		In addition, Rubicon runs a calibration period at the beginning of every contract. This testing period takes place immediately once the devices have been installed in city vehicles. The period lasts up to two weeks. During this period, if any of the Rubicon-issued devices fail, Rubicon will replace them at no charge and without counting these replacements against the warranty agreement.	
		HARDWARE REPLACEMENTS OUTSIDE OF WARRANTY	
		Rubicon will work with the city to determine standard operating procedures to report, qualify, and execute hardware replacements. If the city has purchased the hardware, replacement of any devices outside of the warranty period will be the responsibility of the city. Replacement devices can be ordered through Rubicon and will be billed to the city. If the city is leasing the hardware throughout the duration of the contract, Rubicon will work with the city to establish a standard process for the reporting and qualifying hardware replacements.	
48	Describe any service contract options for the items included in your proposal.	Rubicon does not offer additional service contract options. Our warranties and Software as a Service (SaaS) model enable us to provide ongoing service and support for the life of the contract.	*
		Please see attached a copy of Rubicon's standard Service Level Agreement (SLA), which outlines our service and support commitments, within the zip file titled "Support & Services."	

Table 10: Payment Terms and Financing Options

Line Item	Question	Response *	
49	What are your payment terms (e.g., net 10, net 30)?	Standard payment terms are net 30.	*
50	Describe any leasing or financing options available for use by educational or governmental entities.	Rubicon offers financing options for government entities. This includes, but is not limited to, monthly payments and customized deferred payment schedules. Any applicable monthly charges and payments will utilize the Tier 1 cost structure set forth in the included pricing proposal. Additionally, please take special note that financing or special payment schedules are not available for every line item.	*
51	Briefly describe your proposed order process. Include enough detail to support your ability to report quarterly sales to Sourcewell as described in the Contract template. For example, indicate whether your dealer network is included in your response and whether each dealer (or some other entity) will process the Sourcewell participating entities' purchase orders.	Rubicon is directly responsible for all actions associated with the order process. This includes the processing of purchase orders (PO) via our Smart City and Accounting teams. Once a PO has been received and processed any and all applicable shipping arrangements will be arranged and communicated directly from Rubicon's Customer Success team. This includes packing, shipping, insurance and the communication of the associated tracking information. Additionally, the 2.5% Administrative Fee will be handled through Rubicon's Accounting department within the 45 day window allowed by Sourcewell. Rubicon monitors and tracks all of its sales through Salesforce CRM. This tool will assist in the tracking and reporting of all earnings to Sourcewell quarterly. The report will be delivered directly from Rubicon's Smart City department.	*
52	Do you accept the P-card procurement and payment process? If so, is there any additional cost to Sourcewell participating entities for using this process?	No, Rubicon does not accept P-card procurement and payment process at this time.	*

Table 11: Pricing and Delivery

Provide detailed pricing information in the questions that follow below. Keep in mind that reasonable price and product adjustments can be made during the term of an awarded Contract as desribed in the RFP, the template Contract, and the Sourcewell Price and Product Change Request Form.

Line Item	Question	Response *	
53	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.	Rubicon's pricing model is line-item and includes the reflected discounts from MSRP. Rubicon's technology suite includes both hardware and software as a service. Each can be bought separately to afford members the most flexibility when it comes to cost. Please see the submitted pricing proposal for details on the structure of Rubicon's pricing model and associated discounts (see attached "Sourcewell Pricing Proposal")	*
54	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.	We are delighted to offer Sourcewell participating entities a discount of up to 62% off of MSRP. The discount is based on the MSRP of each line item. Each line item has its own MSRP and the discount off MSRP is dictated by quantity/volume. Please see full details in the attached "Sourcewell Pricing Proposal."	*
55	Describe any quantity or volume discounts or rebate programs that you offer.	All quantity discounts are directly associated with the number of vehicles in which RUBICONSmartCity will be deployed. Further specifics pertaining to quantity pricing discounts are set forth in the submitted pricing proposal.	*
56	Propose a method of facilitating "sourced" products or related services, which may be referred to as "open market" items or "nonstandard options". For example, you may supply such items "at cost" or "at cost plus a percentage," or you may supply a quote for each such request.	Rubicon has not had the need to procure "sourced products or related services" as "open market" items or "nonstandard options." If it were to become necessary to meet the needs of a Participating Entity, we would establish a process that meets industry standards to do so.	*
57	Identify any element of the total cost of acquisition that is NOT included in the pricing submitted with your response. This includes all additional charges associated with a purchase that are not directly identified as freight or shipping charges. For example, list costs for items like pre-delivery inspection, installation, set up, mandatory training, or initial inspection. Identify any parties that impose such costs and their relationship to the Proposer.	All associated costs are set forth in the submitted pricing proposal.	*
58	If freight, delivery, or shipping is an additional cost to the Sourcewell participating entity, describe in detail the complete freight, shipping, and delivery program.	There is no additional cost for freight, delivery or shipping. If a device is damaged or defective upon receipt, Rubicon will ship a replacement device via Air ship method prior to receiving the returned device.	*
59	Specifically describe freight, shipping, and delivery terms or programs available for Alaska, Hawaii, Canada, or any offshore delivery.	Domestic freight is shipped via FDX Ground for both outbound and inbound shipments. Transit times for outbound and inbound are based on FDX Ground transit schedules posted online. All shipments are insured for the market value of the goods. Domestic shipping is considered FOB; international shipping is shipped via DDP incoterm unless otherwise stated. Shipments to Alaska and Hawaii are via Air.	*
60	Describe any unique distribution and/or delivery methods or options offered in your proposal.	Packing materials (boxes, dunnage, etc.) are recyclable to support sustainability. We encourage all of our customers to recycle the shipping containers when they arrive at the end destination.	*

Table 12: Pricing Offered

Line Item	The Pricing Offered in this Proposal is: *	Comments
61	c. better than the Proposer typically offers to GPOs, cooperative procurement organizations, or state purchasing departments.	Please find Rubicon's pricing proposal in the attachment labeled "Sourcewell Pricing Proposal."

Table 13: Audit and Administrative Fee

Line Item	Question	Response *	
62	Specifically describe any self-audit process or program that you plan to employ to verify compliance with your proposed Contract with Sourcewell. This process includes ensuring that Sourcewell participating entities obtain the proper pricing, that the Vendor reports all sales under the Contract each quarter, and that the Vendor remits the proper administrative fee to Sourcewell.	The following self-audit process will be employed to verify compliance with the Sourcewell contract. 1) Rubicon will evaluate new purchase orders against the Sourcewell Participating Entity database. 2) Once verified as a Participating Entity, the RUBICONSmartCity team will confirm pricing is commensurate with the Sourcewell pricing schedule. 3) Upon contract execution, the customer created in Rubicon's accounting system and assigned a unique ID indicating the Sourcewell relationship. 4) Once Rubicon invoices the customers, the associated 2.5% Administrative Fee is submitted to Rubicon's Accounting department for processing. 5) Rubicon will remit the Administrative Fee payment within the 45-day terms, as allowed by Sourcewell. 6) Quarterly, the Accounting team will provide a detailed sales register to reconcile the administrative fees processed for Sourcewell.	*
63	Identify a proposed administrative fee that you will pay to Sourcewell for facilitating, managing, and promoting the Sourcewell Contract in the event that you are awarded a Contract. This fee is typically calculated as a percentage of Vendor's sales under the Contract or as a per-unit fee; it is not a line-item addition to the Member's cost of goods. (See the RFP and template Contract for additional details.)	Rubicon proposes a 2.5% administrative fee to be paid to Sourcewell upon Rubicon receiving payment qualified sales. The administrative fee compensates Sourcewell for facilitating, managing, and promoting the Sourcewell Contract in the event that we are awarded a Contract. The fee is calculated as a percentage of sales under the contract and will not impact the Member's cost of goods.	*

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

Line Item	Question	Response *	
64	Provide a detailed description of the equipment, products, and services that you are offering in your proposal.	**RUBICONSMARTCITY™** RUBICONSmartCity™ was specifically designed to help city governments run faster, smarter, and more effective waste, recycling, and municipal fleet operations. Our technology is purposely-built through the eyes of municipal drivers and supervisors to best meet their specific needs. The resulting proprietary platform, RUBICONSmartCity, empowers municipal governments to streamline operations and work towards long term sustainability goals while improving customer service. The solution consists of Rubicon X, Rubicon Y, and the Portal. **RUBICONSMARTCITY HARDWARE** RUBICON X: In-Cab-Interface (ICI) Rubicon's ICI enhances solid waste drivers daily workflow. The ICI is purpose-built as a flexible solution allowing any operator to use any ICI in any vehicle. The ICI's portability ensures that Participating Entities only need as many devices as there are daily routes, reducing the need to procure hardware for every vehicle in a fleet. Our plug and play solution comes preloaded with Rubicon's proprietary driver application and no hardwiring is required for installation. Key Features: - Collect service verifications without RFID - Digitized DOT compliant pre and post-trip reporting - Digitized weight ticket entry - Daily route management - Turn-by-turn directions to disposal sites, truck yard, box yard, customer locations, or along a sequenced route - Identify city insights (i.e. potholes, graffiti, road conditions, etc.) - Exception flagging (i.e. bin not out, broken bin, etc.)	

Option 1: Phone - iPhone XR

- 6.1-inch (diagonal) all-screen LCD Multi-Touch display with IPS technology
- 1792-by-828 pixel resolution
- Built-in rechargeable lithium-ion battery
- 64GB storage capacity

Option 2: Tablet - iPad Mini 5

- 7.9-inch (diagonal) LED-backlit Multi-Touch display
- 2048-by-1536 pixel resolution
- Built-in 19.1-watt-hour rechargeable lithium-polymer battery
- 64GB storage capacity

Included accessories:

- Ruggedized cases: Rubicon's ICI is secured in a military-grade case, protecting it from drops, dirt, scrapes, and bumps.
- Charging station: Provided to store and charge all ICI devices overnight in a central location.
- Dash/windshield mount: Placed in the front dash in the cab of the vehicle, the mount provides a sturdy cradle for the ICI while allowing the ability for driver's to flexibly capture exceptions in the field.
- Vehicle chargers: Provided for each ICI to ensure they are charged throughout the duration of a route.

RUBICON Y - POD

Rubicon Y, also referred to as the Pod, is the latest and most powerful telematics device. The Pod provides precise vehicle tracking and vehicle diagnostics and is the best-in-class telematics device for city, state, and federal government heavy-duty fleets worldwide.

Key features:

Once installed, the Pod provides state-of-the-art GPS technology, g-force monitoring, and engine and battery health assessments. All of the data collected by the Pod device is transmitted to Rubicon's Portal in near real-time.

Installation:

Rubicon provides full installation and implementation of the Pod telematics devices in the city's vehicles via our third-party installer network. The device plugs directly into a vehicle's OBD-II port and requires no driver interaction. The Pod device does not require a dash-mounted antenna or any wire splicing. Total installation takes less than 30 minutes per vehicle.

Specifications:

Operating Temperature

-40 to +85 °C

Mechanical

Weight: 70 g (0.15 lb)
Dimensions:75mmL×50mmW×23mmH
Housing: Flame retardant black ABS Electrical

Compliance

Standards: FCC, IC, PTCRB, NOM, HERO (select SKUs)*, HERF, HERP, CE, Emark, RED, REACH, RoHS, WEEE, RCM

RUBICON Z: RUBICONVision™

Rubicon Z, also known as RUBICONVision™, consists of a forward-facing camera mounted on the inside of the windshield facing the road paired with an artificial intelligence (AI) based computer installed in the cab of the vehicle that processes images from the camera in near real-time. The system provides critical information to city staff without requiring any driver interaction. The system is provided as a single hardware package with components listed below. RUBICONVision is able to run the following features:

- STROBE

RUBICONVision's "Strobe" feature collects images along the route to show City staff exactly what drivers encounter through the entirety of their route. The images RUBICONVision collects - without any driver interaction - can help resolve customer issues, proactively identify problem areas, and provide an extra layer of transparency.

- STREET SWEEPING SERVICE CONFIRMATION

RUBICONVision's "Street Sweeping" feature reports the amount of time street sweepers have spent on or off curb to more accurately understand where service took place or not throughout a city. Additionally, if the street sweeper came off curb, the Camera - working in tandem with the Computer - classifies why the vehicle went off curb (i.e. vehicle, pedestrian, construction zone, etc.) and sends the information to the Portal.

- OVERFLOWING BIN IDENTIFICATION

RUBICONVision's "Overflowing Bin" feature identifies bins, set out at the curb, that are overstuffed. Near real-time data about time, location, and the associated image is communicated to the Portal.

- POTHOLE DETECTION

When running the "Pothole" feature, images of potholes are captured and reported back to the Portal for review without requiring any driver interaction. The onboard computer analyses images captured while the vehicle is on route and if a pothole is recognized, places a red box around the pothole and transmits the image to the Portal for review. These images can be analyzed by office staff in the Portal or be exported into Excel.

RUBICONVision HARDWARE

Component 1: High-definition camera

RUBICONVision includes a front facing high definition camera that is securely mounted to the dashboard of solid waste and street sweeper vehicles. Unlike other cameras on the market, RUBICONVision takes static pictures every few seconds that are processed directly on the vehicle itself and sent to the cloud providing information in near real-time to the Portal. This removes the need to filter through hours of video footage, or to regularly pull memory cards from a vehicle's video systems.

Component 2: In-cab computer

RUBICONVision includes a small computer installed in the cab of solid waste and street sweeper vehicles that incorporates Artificial Intelligence (AI) to process images from the HD camera on the "edge." With edge computing, large amounts of data can be processed on the vehicle itself, reducing internet bandwidth and cellular data usage. This both eliminates costs and ensures that applications can be used effectively in remote locations. The computer portion of RUBICONVision is hard-wired to the truck's battery; when the vehicle starts, the device begins operating.

SOFTWARE

Portal

The Portal is a password-protected, browser-based dashboard that helps centralize decision-making, provide operational oversight, and view all data related to a city's solid waste and street sweeping operations. Rubicon X, Y, and Z continuously report integral data to the Portal in near real-time. Levels of access are configurable and provided to an unlimited number of users.

Key Features:

- Near real-time fleet monitoring
- Breadcrumb trails and route playback to view how drivers ran specific routes
- Digitized customer, route, vehicle, and asset information can be searched, edited, and exported
- Verify service of specific areas
- Enhanced customer service workflow
- Route creation, planning, and editing for heavy-duty fleet operations
- Comprehensive and dynamic route sequencing to aid in the routing and dispatching of ad hoc, bulk, cart delivery, and residential routes for solid waste and recycling operations
- Daily remote management with the ability to push updates to drivers in near real-

time
- Geofencing of disposal sites and operational facilities
- Operational insights and reporting
- Driver performance (start/stop time, time on site, speeding, hard braking, hard turning, hard acceleration, idle time, etc.)
- Vehicle health (fault code information, critical fault code e-mail alerts)
- Operational (Pre/post trip reports, disposal ticket information, route completion data)
- Customer Service (route issues reported, customer history information)

Specifications:

The Portal is compatible with Google Chrome, Microsoft Edge, and Mozilla Firefox.

SERVICES

Fleet Optimization

Rubicon provides full fleet optimization services for recurring residential solid waste and recycling routes, as well as street sweeping operations. We define fleet optimization as optimizing every fixed, recurring route in a city's operations. This process takes around six months and involves close cooperation between the city and Rubicon.

Fleet optimization is a complex process that encompasses more than simply identifying the shortest route between points on a map. In addition to distance, specific constraints are taken into consideration ranging from the number and location of required stops, to turns and intersections along a route, among others identified by the city. Fleet optimization, when based upon comprehensive data about city fleet operations can save cities significant time and money. For example, in a fleet optimization scenario Rubicon ran for the City of Atlanta, we identified the potential to decrease the number of weekly route hours run by waste and recycling vehicles by 6.1% and decrease the number of miles driven by 7.8%; saving the City over $300,000 annually on optimization and over $750,000 when including savings leveraged from technology. When optimization is matched with our technology, cities can unlock significant ROI.

Rubicon's optimization process differs from its competitors in the market in several ways. First, Rubicon does all the heavy lifting, removing the burden of significant time commitments from city personnel. Fleet optimization is a complex, complicated, and time consuming process that we guide our city partners through in an iterative and collaborative way. We optimize all of the customer's routes offline and then provide the tools necessary to keep them up to date and balanced within our Portal. Our process is designed to keep optimizations as simple as possible for the customer.

Second, Rubicon's process differs because of the power of our in-truck technology. Utilizing data gathered by the Pod telematics device and ICI, Rubicon bases our optimization recommendations on observed fleet data combined with pre-existing data from the city. This secondary validation process ensures the data is clean and not simply based on projections or estimates.

Finally, Rubicon's in-truck technology also offers unique capabilities that assist cities in implementing the new, optimized routes. For example, changes to recurring routes after optimization can be immediately pushed to drivers through the ICI and assist them via turn-by-turn navigation as they learn their new routes. The ICI also provides stop-by-stop notes to help drivers learn their new customers and relevant service alerts at each address. And the ICI collects additional data that can be used to optimize routes over time.

| 65 | Within this RFP category there may be subcategories of solutions. List subcategory titles that best describe your products and services. | - Heavy-Duty Fleet Management
- Solid Waste Fleet Management
- Solid Waste Operations Management
- Solid Waste Work Order Management | * |

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

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

Line Item	Category or Type	Offered *	Comments	
66	Fleet management information systems	○ Yes ◉ No	Not currently available through Rubicon.	*
67	Fleet technology related hardware solutions	◉ Yes ○ No	Rubicon's fleet technology hardware suite includes Rubicon X: In-Cab-Interface, Rubicon Y: Pod, and Rubicon Z: RUBICONVision camera and computer.	*
68	Fleet related software solutions	◉ Yes ○ No	Rubicon provides comprehensive fleet management software solutions for heavy-duty vehicles including a specialization in solid waste. These offerings include a driver specific software application for the ICI, comprehensive fleet management software in the Portal, and next-gen AI based software as part of RUBICONVision.	*
69	Telematics, fleet monitoring, asset tracking, and geofencing solutions	◉ Yes ○ No	Rubicon's Pod device provides full fleet telematics and fleet monitoring. Asset tracking and geofencing is available through the Rubicon Portal.	*
70	Motor pool and fleet sharing solutions	○ Yes ◉ No	Not currently available through Rubicon.	*
71	Integrated video solutions	○ Yes ◉ No	Not currently available through Rubicon.	

Table 15: Industry Specific Questions

Line Item	Question	Response *	
72	If you are awarded a contract, provide a few examples of internal metrics that will be tracked to measure whether you are having success with the contract.	If awarded the Sourcewell contract, Rubicon will track the following internal metrics to measure the success of our contract: - Number of new contracts signed - Compared to prior year without Sourcewell - Compared to contracts signed outside of Sourcewell - Dollar value of new contracts - Time to contract - Customer satisfaction (as measured through annual survey) - Renewals	*
73	Describe your approach to data privacy in regard to your proposed solution(s).	Rubicon understands the importance of data security and privacy. As such, Rubicon has a number of precautions to protect city data that include but are not limited to: - All data is stored in highly secure AWS (Amazon Web Services) data centers; - Data is encrypted in transit with TLS across all services; - We use network firewalls built into Amazon and web application firewalls; - Rubicon has private connections from our offices and to the AWS infrastructure; - Rubicon personnel create and maintain customer access credentials; - From a monitoring perspective, we use Amazon Cloud Watch to monitor our network for specific events and thresholds; and - Lastly, we engage in periodic penetration tests against our own environment to ensure any vulnerabilities are identified. Rubicon also understands the importance of city ownership of data. Rubicon's approach therefore includes the following terms: - Our customers own their data. - All data in our system can be downloaded to Excel, making it easy to port data from our system to another system. Furthermore, in the event of disaster Rubicon has a disaster recovery plan with a business continuity plan. These plans include: DESIGN REDUNDANCY AWS data centers are designed to anticipate and tolerate failure while maintaining service levels. In case of failure, automated processes move traffic away from the affected area. Core applications are deployed to an N+1 standard, so that in the event of a data center failure, there is sufficient capacity to enable traffic to be load-balanced to the remaining sites. BUSINESS CONTINUITY PLANNING AWS' Business Continuity Plan outlines steps to ensure that AWS can continue to serve its customers in the case of a disaster. The company models scenarios, including environmental disasters and pandemics, that may affect its operations and bases its planned actions on these scenarios. A comprehensive disaster and business continuity plan will be provided upon request. BACKUPS AND RECOVERY Our entire application is deployed in the AWS cloud. We use RDS SQL server in the AWS with AWS Multi AZ for the failover mechanism (Multi Availability Zone: https://aws.amazon.com/rds/details/multi-az/). We also have an automated backup system which enables a 7 day backup.	

Table 16: Exceptions to Terms, Conditions, or Specifications Form

Line Item 74. NOTICE: To identify any exception, or to request any modification, to the Sourcewell template Contract terms, conditions, or specifications, a Proposer must submit the exception or requested modification on the **Exceptions to Terms, Conditions, or Specifications Form** immediately below. The contract section, the specific text addressed by the exception or requested modification, and the proposed modification must be identified in detail. Proposer's exceptions and proposed modifications are subject to review and approval of Sourcewell and will not automatically be included in the contract.

Contract Section	Term, Condition, or Specification	Exception or Proposed Modification

Proposer's Affidavit

PROPOSER AFFIDAVIT AND ASSURANCE OF COMPLIANCE

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

1. The Proposer is submitting this Proposal under its full and complete legal name, and the Proposer legally exists in good standing in the jurisdiction of its residence.

2. The Proposer warrants that the information provided in this Proposal is true, correct, and reliable for purposes of evaluation for contract award.

3. The Proposer, including any person assisting with the creation of this Proposal, has arrived at this Proposal independently and the Proposal has been created without colluding with any other person, company, or parties that have or will submit a proposal under this solicitation; and the Proposal has in all respects been created fairly without any fraud or dishonesty. The Proposer has not directly or indirectly entered into any agreement or arrangement with any person or business in an effort to influence any part of this solicitation or operations of a resulting contract; and the Proposer has not taken any action in restraint of free trade or competitiveness in connection with this solicitation. Additionally, if Proposer has worked with a consultant on the Proposal, the consultant (an individual or a company) has not assisted any other entity that has submitted or will submit a proposal for this solicitation.

4. To the best of its knowledge and belief, and except as otherwise disclosed in the Proposal, there are no relevant facts or circumstances which could give rise to an organizational conflict of interest. An organizational conflict of interest exists when a vendor has an unfair competitive advantage or the vendor's objectivity in performing the contract is, or might be, impaired.

5. The contents of the Proposal have not been communicated by the Proposer or its employees or agents to any person not an employee or legally authorized agent of the Proposer and will not be communicated to any such persons prior to Due Date of this solicitation.

6. If awarded a contract, the Proposer will provide to Sourcewell Participating Entities the equipment, products, and services in accordance with the terms, conditions, and scope of a resulting contract.

7. The Proposer possesses, or will possess before delivering any equipment, products, or services, all applicable licenses or certifications necessary to deliver such equipment, products, or services under any resulting contract.

8. The Proposer agrees to deliver equipment, products, and services through valid contracts, purchase orders, or means that are acceptable to Sourcewell Members. Unless otherwise agreed to, the Proposer must provide only new and first-quality products and related services to Sourcewell Members under an awarded Contract.

9. The Proposer will comply with all applicable provisions of federal, state, and local laws, regulations, rules, and orders.

10. The Proposer understands that Sourcewell will reject RFP proposals that are marked "confidential" (or "nonpublic," etc.), either substantially or in their entirety. Under Minnesota Statutes Section 13.591, subdivision 4, all proposals are considered nonpublic data until the evaluation is complete and a Contract is awarded. At that point, proposals become public data. Minnesota Statutes Section 13.37 permits only certain narrowly defined data to be considered a "trade secret," and thus nonpublic data under Minnesota's Data Practices Act.

11. Proposer its employees, agents, and subcontractors are not:

    a. Included on the "Specially Designated Nationals and Blocked Persons" list maintained by the Office of Foreign Assets Control of the United States Department of the Treasury found at: https://www.treasury.gov/ofac/downloads/sdnlist.pdf;

    b. Included on the government-wide exclusions lists in the United States System for Award Management found at: https://sam.gov/SAM/; or

c. Presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from programs operated by the State of Minnesota; the United States federal government or the Canadian government, as applicable; or any Participating Entity. Vendor certifies and warrants that neither it nor its principals have been convicted of a criminal offense related to the subject matter of this solicitation.

☑ By checking this box I acknowledge that I am bound by the terms of the Proposer's Affidavit, have the legal authority to submit this Proposal on behalf of the Proposer, and that this electronic acknowledgment has the same legal effect, validity, and enforceability as if I had hand signed the Proposal. This signature will not be denied such legal effect, validity, or enforceability solely because an electronic signature or electronic record was used in its formation. - Michael Allegretti, Chief Strategy Officer, Rubicon Global, 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 contractual obligations contemplated in the bid.

○ **Yes**　◉ **No**

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

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

File Name	I have reviewed the below addendum and attachments (if applicable)	Pages
Addendum_10_Fleet_Mgmt_Tech_RFP_020221 Tue January 26 2021 04:32 PM	☑	2
Addendum_9_Fleet_Mgmt_Tech_RFP_020221 Mon January 25 2021 05:09 PM	☑	2
Addendum_8_Fleet_Mgmt_Tech_RFP_020221 Wed January 20 2021 04:19 PM	☑	1
Addendum_7_Fleet_Mgmt_Tech_RFP_020221 Tue January 19 2021 12:21 PM	☑	1
Addendum_6_Fleet_Mgmt_Tech_RFP_020221 Mon January 18 2021 01:39 PM	☑	1
Addendum_5_Fleet_Mgmt_Tech_RFP_020221 Thu January 14 2021 01:16 PM	☑	2
Addendum 4_Fleet_Mgmt_Tech_RFP_020221 Thu January 14 2021 01:12 PM	☑	3
Addendum 3_Fleet_Mgmt_Tech_RFP_020221 Thu January 14 2021 01:05 PM	☑	1
Addendum 2_Fleet_Mgmt_Tech_RFP_020221 Fri January 8 2021 01:17 PM	☑	1
Addendum 1_Fleet_Mgmt_Tech_RFP_020221 Fri January 8 2021 01:17 PM	☑	1