



City of North Port
FINANCE DEPARTMENT/PURCHASING DIVISION
4970 CITY HALL BLVD
NORTH PORT, FLORIDA 34286
Office: 941.429.7174
Email: purchasing@northportfl.gov



NOTICE OF INTENT TO AWARD A SOLE/SINGLE SOURCE PROCUREMENT

Sole/Single Source No: **SS NO. 25-33**
Date Posted: **March 18, 2025**
Written Response Due Date: **March 25, 2025**

This is **not** a Request for Proposals and there is no solicitation available. The proposed contract action is for product or services for which the City intends to negotiate and award with only one contractor/vendor under the authority of and in accordance with Florida State Statute 287.057(5)(c). Any responses received as a result of this Notice of Intent shall be considered solely for the purpose of determining whether to conduct a competitive procurement. Responses will **not** be considered as proposals, bids, or quotes.

- **DESCRIPTION OF SERVICE/PRODUCT:** **Community Engagement Analysis Software**
- **AMOUNT** (This is an acquisition with an estimated value of): **\$26,000.00**
- **VENDOR:** **ZENCITY TECHNOLOGIES US INC.**

Interested firms or individuals may identify their interest and capability to respond to the requirement by submitting in writing their name, address, point of contact, telephone number, e-mail, and a statement regarding capability to provide the specified procurement per the attached specifications. Interested firms will be considered only if they respond with clear and convincing documentation that they are capable of meeting or exceeding the requirements stated herein. All responses received within seven (7) calendar days after the date of publication of this synopsis will be reviewed by the City. A determination by the Procurement Manager not to compete this proposed action based on the responses to this notice is solely within the discretion and approval of the Procurement Manager and City Manager.

All sole/single source purchases exceeding the formal threshold indicated in the policies and procedures manual will require Commission Approval.

All responses must be in writing and returned to **ATTENTION: PURCHASING**, City of North Port, 4970 City Hall Boulevard, Suite 337, North Port, Florida, 34286 or by: Fax 941-429-7173, or by e-mail purchasing@northportfl.gov. Note the number of the Sole Source Information inquiry on documentation.

Information regarding this Intent may be viewed and downloaded from DemandStar's website at www.demandstar.com. Links to DemandStar are also available from the City website at www.northportfl.gov. This Notice of Intent is posted on the City FTP site at <https://northportfl.gov/filesshare>. If you have any questions, concerns, or problems accessing this request using the link, please contact Michael White, Contract Administrator I, at 941.429.7174. Request for additional information or clarification regarding the specifications must be sent via facsimile to 941.429.7173 or via email to purchasing@northportfl.gov. No verbal requests will be honored.



Procurement Request

City of North Port

Request

Request Type *

Sole/Single Source/Standardization

Capital? (?) No Yes**PRR-EX (?)** Yes**FY ***

2025

Type code ***Preparer**

Lori Hollingshead

Department *

CITY MANAGER

Division(s)

COMMUNICATIONS

Commission Meeting? * Yes No**Commission Override (?)** Yes No**Purchase****Payment Method *** Visa Purchase Purchase Order**Purchase Type *** Single Purchase (current FY)
 Blanket Purchase (current FY)**Purchase SubType *** None Change Order
 Amendment**Description ***

Community Engagement Software Platform (License and Support Services)

*Section 2-407 of the City of North Port Procurement Code provides guidelines for determining if good(s) or service(s) is/are a sole/single source. **All Sole/Single source requests will be posted on DemandStar & the City's Purchasing site for seven (7) calendar days.***

Exemption Explanation (?) *

Sole Source procurement. This platform includes four proprietary tools that are unified in a single access point allowing for tracking of community conversations, surveying resident sentiment, and engagement through easy to access digital portals.

Steps taken to verify these goods and/or services are not available elsewhere (?) *

Sole Source Qualification Summary provided by the vendor

Other vendors that were contacted (?) *

N/A

Grant? * Yes No**Technology Related? (?) *** Yes Renewal No**Technology type ***

Software

Exemption**Reason ***

Attach documentation from the manufacturer certifying the vendor selected is the only distributor/dealer/contractor for the products or services in question and/or holds the production, unique capability, copyrights, trademark, and/or patent to the item, and check the following applicable statement(s):

 Patent, copyright or unique design restrictions. (Sole Source) Proprietary rights in technical data and/or product formulations (e.g. cleaning compounds, lubricating oils, paint, etc.), which can only be determined through extensive laboratory analysis and examination. (Sole Source) Only producer, such as utility supplier or construction material supplier, that will meet the specialized needs of the department or perform the intended function. (Sole Source) Direct replacement parts, equipment or supplies that must be compatible with original equipment already installed but available only from the original equipment manufacturer. Most manufacturers have more than one dealer or distributor for their products. When this is the case, competition between dealers and/or distributors may be possible, eliminating the "sole or single source" restriction. (Single Source) When tests and/or demonstrations of equipment, supplies, part, etc. under actual operating conditions reveal superior quality, performance, design or other characteristics in a brand product(s), which is available from only one source. Testing must be performed as often as practical. (Single Source)

Purchases for a brand product are to be made from one selected supplier, even though there are other suppliers that provide similar products. Options, such as pricing, availability, servicing, have been vetted and a supplier has been chosen that best meets the City's needs. (Single Source)

Maintenance, repair services or warranty which require specialized test equipment, procedures, and technical expertise available only from the original equipment manufacturer or authorized/licensed dealer/field service representative. (Single Source)

The part(s)/equipment are required to permit standardization and operating efficiencies within the organization and the parts and equipment are only available through a sole or single source. If competition is available, the parts and equipment must be competed. For brand-specific items, quotes should still be obtained. (Standardization)

Other: None or some of the above apply. Provide detailed justification below.

Explanation *

Supporting backup *

Click the Preview icon or right click link and select open in new tab or window to avoid downloading.

Updated Zencity Sole Source Letter Oct 2023.docx (1).pdf

190.51KB

DemandStar

For Purchasing Division

Date Posted

Sole/Single Source Number

Effective Date

Expiration Date

PostedPlusSeven

Hidden

Purchase Details

Line Items

Item #	Description *	Unit of Measure	Quantity *	Unit Price *	Subtotal
1	Zencity 360 Essentials Community Engagement Platform - 12 months	Ea	1.00	\$26,000.00	\$26,000.00

Shipping (?) *

\$0.00

Total Charges

\$26,000.00

Accounts (?)

	Dept *	Account # (?) *	Project #	Amount *
1		001-0850-512.49-14		\$26,000.00

Total Payments

\$26,000.00

Comments to Budget (?)

BT from CM Contingency to Comms completed 3/17/25.

Backup Attachments

Click the Preview icon or right click link and select Open link in new tab or window to avoid downloading.

Additional Backup

Related NavLine Req, price sheet, quote, drawings, specifications, risk waiver, etc.

North Port FL Zencity Order form (003).pdf

275.17KB

Vendor Details

Vendor Information (?)

Except for Emergency purchases, vendor MUST already be setup as a vendor in NaviLine.

Vendor Name *

ZENCITY TECHNOLOGIES US INC

Vendor Number *

8360

Vendor Name CST

Contact

Vendor Email

ar@zencity.io

Remittance Address

PO BOX 841980, BOSTON, MA 02284-1980

Phone

347-354-1807

Vendor Documentation Current (?) *

Yes No

Risk Documentation Current (?) *

Yes No Waiver Attached

YTD Expenses (?)

Department Inclusive (?) *

\$26,000.00

City Inclusive (?) *

Highest Approver (?) *

FD and CM will be skipped on the back end, as needed.



Sole Source Qualification Summary

October 2023

Zencity is the innovator and sole-source provider of a groundbreaking, award-winning, advanced technology platform that enhances the quality of decision-making by local government officials. **Zencity's 360 platform** includes four proprietary tools (Organic, Community Surveys, Blockwise, and Engage) that are unified in a single access point allowing for tracking of community conversations, surveying resident sentiment, and engagement through easy to access digital portals. All of our tools leverage artificial intelligence (AI) capacity including algorithms, which allow them to transform data from the touchpoints residents have with and about their local government into actionable insights. Zencity is unique in that it is the only company to provide both data ingestion from a wide variety of sources and community engagement tools in the same platform, leveraging the capabilities of each of these pillars to enhance the other. We currently service more than 250 local government customers throughout the United States, Australia, Canada, Israel and the United Kingdom.

Why We Are Sole Source

Zencity is the only tool of its kind built and tailored ***specifically for state and local government***, and no other platform provides Zencity's breadth of data sources (the majority of which are non-official, requiring little to no customization) and capabilities, effectively negating the need for other tools that provide only partial value.

Zencity's Organic tool utilizes its well-trained classification algorithm (*in lieu* of keyword searches), to automatically classify all incoming data according to government-centric topics that reflect the organizational structure of a government entity. Our patent-protected technology allows us to determine the sentiment and/or geolocation of our data for a multitude of social media items, based on geographical, temporal, or any other type of domain knowledge of each local government.¹ Specific features that distinguish Zencity's technology from social media monitoring companies and survey companies include our integration of data ingestion and survey capability, our benchmarking services, the volume of historical data that empowers our AI and trains our machines, as well as our geolocation technology, proprietary algorithms, and advanced collection technology and accuracy. Moreover, Zencity's AI models are trained and tailored to process data **in the government context**, and the suite of extra capabilities we offer provide a more comprehensive, streamlined, and robust choice for state and local government agencies looking to apply monitoring, analysis and surveying and understanding of community opinions, as well as channels to launch and monitor initiatives. Zencity's AI is unique in its application as it does not rely on keywords to provide valuable insights. At a minimum, any government entity would have to contract separately for government-tailored social media

¹ In 2023, Zencity was awarded 85455 US Patent No. 11,544,339 for "Automated Sentiment Analysis and/or Geotagging of Social Networks Posts". A copy of the patent is available upon request.

Our natural language processing machine learning model is continuously trained on millions of data points to fine-tune this categorization process and weed out irrelevant data. The data is classified and sorted to identify key topics, trends, anomalies, and sentiment, all of which can be tailored to the specific needs of each department or agency, and are accessible through an easy-to-use online platform and mobile app.

Beyond the advances in the Organic piece of our puzzle, our Community Survey and Blockwise tools include *always-on, non-probability sampling* designed to provide demographically accurate results with surveys delivered through digital advertisements designed to survey hard to reach communities. Zencity employs a proprietary multi-modal methodology for real-time expressed sentiment data gathering. This includes leveraging programmatic mobile ad networks to recruit respondents via in-app ads, as well as programmatically deployed telephone calls. The approach was custom-developed by Zencity specifically for the purposes of collecting large volumes of ongoing opinion data about policing in cities. We also use a proprietary algorithm for data collection, which uses previously-collected data to determine and use the most effective and efficient data collection method for specific demographic subgroups in an area. Our results are then benchmarked against a Zencity-conducted national survey (both at a national level and a specifically designed cohort of similar communities).

What We Provide

The award-winning Zencity platform was independently developed by the company, and is designed specifically for local government agencies. By transforming otherwise unstructured data (both found in internet conversations and in our surveys) into valuable, quantitative metrics, Zencity's capability empowers our partners to use advanced technology to support the launch of new initiatives, make resident-informed decisions, and ensure the wide range of voices are heard, particularly those who are less likely to participate in traditional public engagement channels. The service also enables local governments to be proactive instead of reactive to information that could negatively impact the government entity or cause misinformation to be circulated. An overview of our distinctive features is provided below. For a deeper dive into our technology, please see Appendix A.

- 1. Collection of Wide-Ranging Data Sources:** The Zencity platform integrates, processes, and extensively analyzes citizen-generated data from across both **external sources** such as city-owned and non-city owned social media channels and local media, as well as **internal data sources** such as records of calls to **311**, emails, council meeting minutes, and more. Further, Zencity's survey solutions infuse these data sources with an added layer of resident data, leading **Zencity to become unparalleled in its breadth of resident data analysis.**

2. **“Always On” Survey Tools:** In addition to data ingestion, Zencity also provides the ability to survey richly representative samples of residents using a multitude of channels on an ongoing basis. While other vendors may offer survey tools that allow a government to survey on a selected topic after-the-fact, Zencity’s “always on” tool is truly unique in that it allows its users to be proactive, not reactive, by constantly surveying. Finally, **the value unlocked by combining Zencity’s data and algorithms together with its survey tools cannot be achieved by any other vendor in the market.**
3. **Legacy Dataset:** We have been collecting, analyzing, tagging and classifying tens of millions of resident online posts and comments, 311 service requests, and millions of news articles from dozens of cities in the United States. This domain-specific data- which has been widely demonstrated to significantly outperform their general-purpose counterparts in terms of overall classification accuracy powers our machine learning algorithms and other language understanding mechanisms. **The result for our users is higher accuracy in responding to resident sentiment, resulting in less time wasted and higher perceived responsiveness.**
4. **Unique Integration Between Survey and Internal/External Data:** While Zencity competitors may offer tools for analyzing resident generated data from either internal or external data sources, and may offer outreach engagement tools such as digitized surveys, Zencity’s product offers a truly uniquely innovative integration of ongoing survey tools and government-tailored external and internal discourse analysis into one platform. The integration is not only seamless, but more robust than when patched together from multiple sources.
5. **Benchmarking:** Zencity also offers a first-of-its-kind benchmarking capability, which leverages resident-feedback data from our database of hundreds of communities across the United States and gives cities and counties the unprecedented ability to compare their residents’ own sentiments with those of other communities, around the most pressing topics of the day (e.g., COVID-19 measures, census data collection, etc.). **It is not possible to secure contextual benchmarking (e.g., how does my city perform versus city X on this issue?) without Zencity, since Zencity is the exclusive provider of this data to its network of cities.**
6. **Geolocation Technology:** Zencity’s unique, geolocation technology uses an algorithm to extract a defined location based on the mention of specific words, *i.e.* the name of a park, school or other landmark. Using this technology, the user can visualize topics, content, and trends by neighborhood or area for localized problem solving and a more nuanced view of your residents’ needs and preferences.
7. **Project Creation:** Zencity’s platform allows local governments to create their own projects to help them focus on an initiative, program, or event in their locale using a customized dashboard. Local government administrators can then track resident feedback in real time, and over time, to deeply understand the emerging needs, priorities and challenges

of their residents.

- 8. Automatic Alerts for Crisis Management:** Zencity also provides automatic alerts for crisis management, growing trends, and notable anomalies so you can stay ahead of the curve.
- 9. Insights & Reports:** Zencity's Insights & Reports functionality is embedded within the core product offering. The ability to produce tailored documentation on a theme or a specified trending topic or project is unique to Zencity.
- 10. Sentiment Analysis by Topic:** Our algorithms automatically classify data by relevance to the different departments and agencies of local government, and then run a sentiment analysis to determine if the data reflects positive, negative, or neutral feedback on each topic of interest.
- 11. Analyst Services:** Zencity's powerful AI is supplemented by a strong and robust team of industry-expert analysts providing additional layers of actionable analysis and output so that our state and local government customers can receive timely and accurate in-depth deep-dives into topics of priority and flag particularly noteworthy insights to the customers' immediate attention.
- 12. Privacy and Security:** As a platform tailored for government, there is a high emphasis on maintaining resident privacy, and data involving resident identities is never kept or shared. Zencity only collects public and open data, or proprietary, local government-owned data. The platform anonymizes the names or identities of an individual source - even when a name is tagged by a user in the post, as well as other types of personal information such as e-mail addresses and phone numbers. In cases where local government data (such as 311) is incorporated, it is anonymized. Finally, all of the data is stored on the Azure Microsoft Cloud - Central East US node and is protected by Microsoft's cloud security technologies, in addition to Zencity's own safeguards.
- 13. Digital Engagement:** Our suite of interactive participation tools allows community leaders to create, manage and track community engagement while gathering immediate insights. Designed to encourage public consultation and collaboration, the platform includes a resident facing project hub to encourage public collaboration and an admin dashboard to track real-time results. The tool provides continuous education with multiple question types including map pins drops and interactive budget tables. Zencity's AI capabilities provide time-saving hybrid moderation, multilingual engagement, and an inclusive space for participants to engage.
- 14. Report Builder:** Ability to create a report template, that after the initial creation, allows the creation of a personalized report with one click. Users can leverage the same report creation experience and save a set of personalized templates, alongside the Zencity

templates. Time saver for users thus automating the reporting process and seamlessly creating reports. Allows for recurrent and steady usage of the reporting feature saving time and resources.

- 15. Google Reviews:** A new data source in the Organic dashboard, Google Reviews from city-owned locations. Adding feedback from Google Reviews even if the city is not the owner of the place as defined in Google. Users can state which places are relevant for them to track feedback about, and those will be added as sources in the Organic dashboard. This allows for users to track feedback on municipal sites and amenities such as parks, pools, community centers, etc. Importing more data into the dashboard and providing a broader scope of feedback.
- 16. Press Release Generator:** AI-driven press release generator automatically generates a well-crafted press release in no-time, with minimal effort by the user. Press Release Generator creates a draft for the user to review and use anywhere and anyhow they want powered by an artificial intelligence driven drafting function. The tool saves valuable time and effort; producing professional-grade press release drafts.
- 17. Publishing:** An in-platform tool allowing the user to plan and post across multiple social media platforms, with no limitations on the number of users or accounts. A calendar allows the user to plan ahead of time and see all posts that have been published or are scheduled on all connected accounts. The tool provides for an easier method of two-way communication with residents and saves time allowing the user to plan ahead while managing a range of accounts.
- 18. Publishing Analytics Reporting:** Users are now able to add widgets from the publishing tab to reports that they build. This allows the user to create reports that include data from their publishing analytics. Users are able to create a regular downloadable template based on publishing widgets for monthly/quarterly reporting on analytics, thus removing the need to manually enter each platform (Facebook, Twitter, etc.) to collect this data.
- 19. Newsfeed:** The news feed tab in the Zencity Organic dashboard is a dedicated view of all the relevant news stories impacting a jurisdiction. The default view in the news feed will present articles according to their relevance, which is rated by a unique algorithm we've developed that specializes in government. The news feed includes two types of media items: (1) *Online Publications* that are articles posted online across different news outlets. Most online articles will also display the Estimated Reach, enabled by our partnership with Similia web. The reach presented on each article represents the potential viewership it could have, based on the monthly number of visitors to the website on which it was published. (2) *Broadcast media* enabled by our partnership with Critical Mention. These items include transcripts of one-minute video clips, which include relevant mentions of your organization. Videos can be viewed by clicking in "view in

source" in the item menu. Broadcast clips also include a display of the estimated reach of the story, as well as its publicity value, as both determined by Critical Mention, using national industry standards.

Using these capabilities, Zencity is reinventing the way governments are making decisions. Zencity's solution is cutting edge, comprehensive, and far reaching, and no other vendor can meet all of these capabilities in one platform. For case studies of how our platform has been used and acclaimed by other local governments, please see Appendix B.

Our Company Background

Zencity is incorporated and based in Delaware, with its central operations being run out of its parent company, Zencity Technologies Ltd., incorporated and duly standing under the laws of the State of Israel.

Supported by leading investors such as Microsoft and Salesforce, Zencity supports more than 250 cities and counties of all sizes across five countries and dozens of localities in the United States including major cities like Los Angeles, Houston and Chicago; mid-size communities like Fort Lauderdale and Dayton; and even small communities like State College, PA. A list of customers may be accessed on our website at <https://zencity.io/customers/>.

APPENDIX A - Technology Deep Dive

The Zencity platform looks at massive amounts of anonymized, aggregated feedback on municipal issues and trends from varied public sources like social media, digital news sources, broadcast media and government customer service channels. The technology then analyzes these unstructured data points using proprietary AI and NLP algorithms to make them structured and actionable for city managers, department leaders and relevant stakeholders. The data is classified by relevance to various government departments and grouped according to positive, neutral, and negative tone after an in-depth sentiment analysis. Local governments can access this data in real-time via a personalized dashboard, to determine what actions need to be taken. Mobile-first alerting systems provide relevant alerts to each stakeholder enabling them to act efficiently. This is all made possible via Zencity's robust AI algorithms developed specifically for local governments.

Zencity's world class, award-winning data collection and analysis technology, powered by cutting edge AI, in its Organic tool include:

1. **A topic classifier** which identifies citizen conversation topics across 90+ different types of citizen life topics (e.g. public spaces, personal safety, sidewalk maintenance, education, public / private transportation, etc.), and filters out irrelevant results as well (ads, spam, irrelevant requests). In addition to textual features (the conversation itself) the classifier also leverages the context of the conversation, source of information, and additional details (time of day, geography when available, for example). The topic classifier is based on our own Deep Learning architecture trained on a proprietary dataset collected from hundreds of cities.
2. **A sentiment analysis tool** based on a specifically trained Machine Learning model, allows us to discern positive, negative or neutral citizen conversations and requests around city issues. We use a deep learning neural network and a unique dataset created for this purpose, and a unique procedure for tagging information to improve results. We have been very successful in this approach, and are seeing accuracy of over 90% across all clients.
3. **A novel survey bias reduction engine** that dynamically adjusts survey research respondent samples to match actual incidence rate in the population, ensuring that populations recruited to take surveys in any geographic area are balanced by race, age,

sex and other important criteria. The result is incredibly high-fidelity survey results representing the full diversity of the target population, without the inefficiency, slow speed and extraordinarily high cost of traditional survey methods.

4. **An anomaly detection engine** which can produce alerts when abnormal phenomena appear in citizen conversations (e.g. there's a peak of negative conversations around a topic). We've implemented a linear convolution network with a moving average to detect anomalies. We are factoring in past "time windows" to reduce seasonality effects (e.g. if a topic is trending every Friday, it isn't really an anomaly).
5. **A unique clustering algorithm** which allows us, based on both context and our analysis to group together similar conversations and allow our users to process larger amounts of information more effectively and go beyond a single conversation when analyzing trends.
6. **A name-entity recognizer** trained to identify locations and personas/organizations conversations, which helps us provide geographic context to conversations happening in local government, or identify relevant entities to understand the purpose of the conversation. We have wrapped the Stanford NER implementation and augmented that with clients' data about streets and landmarks in their municipality or county, and our understanding of data sources in a learning and rule-based system (e.g. conversations for a neighborhood-specific citizen group are likely to be in the context of the neighborhood). We can provide geographic context for ~30% of location-less data, much more than can be achieved using native approaches.

Our Community Survey and Blockwise tools further leverage the following technologies to differentiate from other surveying technologies within the market:

1. **A topic classifier** which identifies citizen conversation topics across 90+ different types of citizen life topics (e.g. public spaces, personal safety, sidewalk maintenance, education, public / private transportation, etc.), and filters out irrelevant results as well (ads, spam, irrelevant requests). In addition to textual features (the conversation itself) the classifier also leverages the context of the conversation, source of information, and additional details (time of day, geography when available, for example). The topic classifier is based on our own Deep Learning architecture trained on a proprietary dataset collected from hundreds of cities.
2. **A novel survey bias reduction engine** that dynamically adjusts survey research respondent samples to match actual incidence rate in the population, ensuring that populations recruited to take surveys in any geographic area are balanced by race, age, sex and other important criteria. The result is incredibly high-fidelity survey results representing the full diversity of the target population, without the inefficiency, slow speed and extraordinarily high cost of traditional survey methods.
3. **A unique clustering algorithm** which allows us, based on both context and our analysis to group together similar conversations and allow our users to process larger amounts of information more effectively and go beyond a single conversation when analyzing trends.

APPENDIX B - Case Studies

Over 250 local governments of all sizes throughout the United States and abroad currently use Zencity's insights to understand their residents' real needs and priorities, eliminating the guesswork from policymaking and initiatives. Here are multiple examples of real-world case studies from Zencity's existing clients, all of which can be accessed at <https://zencity.io/case-studies/>.

- 1. Spokane, WA** used Zencity to work with the Governor's Office and reopen services during COVID-19.
- 2. Bolingbrook, IL** used Zencity to track and increase mask wearing compliance.
- 3. Scottsdale, AZ** increased resident support for a vital bond package by listening to its greater community.
- 4. Austin, TX** assessed and acted on homelessness concerns during COVID-19.
- 5. Savannah, GA** used Zencity to develop a messaging strategy for hurricanes to ensure vital safety information was presented effectively and correctly.
- 6. Aurora, IL** leveraged data analytics to help manage a mass shooting.
- 7. Apache Junction, AZ** used Zencity data to assuage resident concerns after a \$245 million and sale.
- 8. Houston, TX** used Zencity to track citizen discourse around traffic congestion and implemented a unique initiative to combat the issue.
- 9. Winthrop, MA** initiated a vital infrastructure project while protecting public health during COVID-19.
- 10. Cary, NC** used Zencity to make data-backed policy recommendations about e-scooters to the town council.

APPENDIX C - Customer Testimonials

Zencity serves local governments of all sizes. Our reviews have included positive feedback from mayors, city managers and assistant city managers, CIOs and CTOs, and communications teams. These reviews cover how customers use our product: to understand resident feedback around specific topics; for work with city council; as part of an organization's daily workflow; and in the context of crisis management. Reviews also discuss the value our product brings to its users. Some of the sentiments we have heard expressed repeatedly are that Zencity serves as a capacity-building tool; that Zencity has been invaluable in understanding the silent majority of a community's residents; and that Zencity's data and insights have enabled local government leaders to truly adopt data-driven decision making as part of their city's strategy. Oftentimes, reviews also mention that, without Zencity, city leaders would have missed out on an important issue that their residents were concerned with, and that the city did not otherwise know about.

Below are examples of specific customer testimonials, all of which can be found at <https://zencity.io/customers/>:

- 1. Austin, TX** "Being able to pinpoint exactly what is driving community conversations in a matter of minutes is invaluable. Zencity is a powerful tool which helps us see where our messages are resonating and where we need to course correct in almost real-time."
- 2. Aurora, IL.** "Since the shooting in Aurora, Zencity has become part of our tapestry. It's a very powerful tool in the decision-making process because it helps the Mayor laser focus in on the concerns of the community and it helps us keep the pulse of the community."
- 3. Sarasota County, FL** "One of the first things I do every morning is scroll through the Zencity feed and determine whether there is anything crucial that my team and I need to tackle. As a relatively new county manager, it's a lifesaving tool for me and an excellent data source."
- 4. Savannah, GA.** "We utilize Zencity to understand at a glance community sentiment across a variety of media outlets and digital channels. Before Zencity it was hard to obtain this valuable data. Thanks to Zencity we are able to see how our emergency information is dispersed and the

community's reaction in real-time. This has been a game-changer for us when managing severe weather scenarios and other challenges.”

5. Town of Cary, NC. “Zencity was a powerful tool for helping us make data-driven recommendations to Town Council, and also imperative in helping Council Members feel confident about their decision.”

6. McAllen, TX. “Zencity's AI capabilities helped us quickly identify resident confusion at such a sensitive time as the Coronavirus outbreak. The platform detects important discourse across multiple channels, allowing us to directly address residents' questions and concerns and ensure their safety.”

7. Corona, CA. “Thanks to Zencity, we were able to take something that was very negative in the city and turn it into something positive. Zencity helped us transform an unfortunate incident into an opportunity to communicate with our residents about the right way to do things and how we, the City, can help.”

8. Beaverton, OR. “Beaverton’s staff is small and nimble. Zencity saves us time and money, particularly when it comes to pulling reports. Thanks to Zencity, we’re able to quickly and easily gather data on topics that would have normally taken extensive staff time. Zencity is therefore an excellent capacity-building tool for us, and a resource-saver.”

9. Meridian, CT. “We use the discourse timeline and event markers from Zencity’s dashboard to ensure the effectiveness of our resident-facing communications. Zencity is literally the only way I can get a true big picture view of all discourse taking place, both on our city-owned channels and those that are not run by the city. The ability to parse through the chatter from one place is invaluable.”

10. Scottsdale, AZ. “Zencity was very useful in identifying our blind spots when it came to residents' questions and concerns about the GO bond - I can't imagine we would have been aware of them otherwise.”

APPENDIX D - Awards and Recognition

Zencity has been recognized for our cutting-edge AI technology and for the impact of our work. Zencity won the Smart City Expo World Congress (SCEWC) Award (<https://www.smartcityexpo.com/2020-awards/>), in the Governance & Economy category. This is one of the most prestigious international smart city awards. Zencity was recognized as “the most innovative and successful project being implemented and developed in the fields of governance and finance” globally.

In 2020, we were shortlisted twice: in Tracxn’s Emerging Startup 2020 list (<https://tracxn.com/d/emerging-startups/smart-cities-startups-2020>), and by The Future Society as one of the most promising initiatives related to responsible AI in pandemic response (<http://thefuturesociety.org/wp-content/uploads/2020/12/Responsible-AI-in-Pandemic-Response.pdf>).

We have also been included several times in the GovTech 100 Essential list (<https://www.govtech.com/biz/Essential-The-2021-GovTech-100.html>; <https://www.govtech.com/The-2020-GovTech-100-Investors-Bet-Big-on-Gov-Tech.html>).

Zencity is the past winner of Innovate.AI, hosted by M12 (Microsoft’s Venture Fund), Madrona Venture Group, Notion and Vertex Ventures Israel (<https://www.prnewswire.com/news-releases/m12-and-vc-partners-award-3-5-million-to-most-innovative-companies-harnessing-the-power-of-artificial-intelligence-300639653.html>). As the winner of the Innovate.AI competition, Zencity was selected from hundreds of Israeli startups working to transform the future through AI as one of the most promising and innovative artificial intelligence and machine learning technology solutions in the world.

In addition to being awarded directly, we have also received a number of accolades for our joint work on specific projects with local government entities. Our projects have jointly received -

along with city partners - Smart50 Awards
(<https://spring.smartcitiesconnect.org/Smart50Awards/2020AwardRecipients.html>) for the past three consecutive years as “the most innovative and influential smart city projects” of the year.



03-04-2025

Proposal For: North Port, FL

Proposal Expiration: 03-22-2025

ZENCITY ORDER FORM

Order form #: Q-11120

Order form prepared for: North Port, FL

Order form expiration date: 03-22-2025

This Order Form ("**Order Form**") is entered into between the Zencity entity detailed below ("**Zencity**"), and the entity identified below ("**Customer**", and jointly with Zencity the "**Parties**"), as of the Effective Date (as defined below) which shall remain in effect for the duration of the Initial Term as defined below and any renewal term (the "Term") unless agreed otherwise explicitly and in writing between the Parties. This Order Form includes and incorporates the Zencity Terms and Conditions attached hereto as Appendix A (the "**T&Cs**"). In the event of any conflict between this Order Form and the T&Cs, the terms of this Order Form shall prevail. All prices are quoted in USD.

ZENCITY		CUSTOMER	
Entity (legal) name:	Zencity Technologies US Inc.	Entity (legal) name:	North Port, FL
Full address:	1313 N Market St, Suite 5100 Wilmington, DE 19801	Full address:	34286, 4970 City Hall Boulevard, North Port, FL
Contact:	Noa Fishman	Contact:	Jerome Fletcher
Phone:	(314)207-9106	Phone:	941-429-7076
Email:	noafishman@zencity.io	Email:	jfletcher@northportfl.gov

SKU	Item Name	Description	Yearly List Price	Term	Discount	Yearly Discounted Price
ZC-ECI	Zencity 360 Essentials - Standard	<p>Community Engagement SaaS Platform for cities with up to 150,000 residents</p> <p>Organic - Processing organic feedback on various channels, including</p> <ul style="list-style-type: none"> • Unlimited full track of official sources and limited coverage of leading unofficial channels (80 unofficial sources) • Unlimited anomaly highlights, automated reports, digests and media mentions • Limited projects [10] and Analysts Insights [2] • Publishing and scheduling to social media accounts and collecting engagement analytics on official (agency operated) social media channels <p>Engage - Community engagement collaboration and input interface:</p> <ul style="list-style-type: none"> • One Engage domain with 3 active engagement projects • All basic engagement templates with automatic translation to 29 languages • Engage surveys - templated polling with selected language translations 	\$38,000	12 months	32%	\$26,000

Total Billed Yearly

\$26,000

Any additional modules, quantity increases or other custom development and integration work requested by Customer during the Term shall require an Order Form executed by the Parties, and shall be subject to the prevailing Zencity rate card subject to amendment from time to time.

ORDER FORM TERMS

Effective Date:	03-25-2025
Initial Term:	12 Months commencing on the Effective Date
Fees:	The Fees are exclusive of any applicable taxes (including sales tax) and withholdings, which will be added to the Fees and paid by Customer, to the extent applicable.
Payment Terms:	The Fees shall be payable on an annual basis within 30 Days of the Effective Date and on each anniversary thereof.
Customer Billing Contact:	Jerome Fletcher jfletcher@northportfl.gov 941-429-7076
Customer PO # (if applicable):	

Appendix A

Zencity Terms and Conditions

1. SOFTWARE LICENSE & SUPPORT SERVICES

1.1 Subject to the terms and conditions of these Zencity Terms and Conditions and of the applicable Order Form (collectively, the "**Agreement**"), Zencity hereby grants to Customer a personal, non-exclusive, non-transferable limited license to use the products and services licensed by Zencity to Customer (the "**Licensed Program**") identified in the applicable Order Form entered into by Zencity and Customer and the documentation and user manuals for the Licensed Program supplied by Zencity to Customer throughout the Term (the "**Documentation**").

For the purposes of this Section 1.1, the term "use" shall be only in accordance with the confidentiality provisions of this Agreement and shall include the rights to use the Licensed Program only for the use of the Customer's organization, company or institution.

For the purposes of this Section 1.1 the term "use" shall not include: (i) the right to make, use, or sell products incorporating the Licensed Program, or (ii) the right to sub-license the Licensed Program.

No right is granted to the source code of the Licensed Program or to create derivative works thereof or to transfer ownership of the media containing such software except as a part of, or with, or for use in the equipment with which it operates.

1.2 Routine customer support is available via email. Any claim will be answered within 24 hours of the report. On or before the Effective Date, Customer and Zencity shall each designate a liaison as a respective point of contact for technical issues. Each party may change such liaison upon written notice from time to time at reasonable intervals. Zencity will not be obligated to provide support to any person other than the Customer's designated liaison.

1.3 During the Term, Customer may have access to Updates upon request at no additional cost. "**Updates**" shall mean certain new features as determined by Zencity, or fixes of minor errors in the Licensed Program which are incorporated in a new release of the Licensed Program.

1.4 Certain upgrades can be delivered to Customer upon commercial terms and conditions to be agreed upon. "**Upgrades**" shall mean enhancements, new functionalities that are added into the Licensed Program.

2. RESTRICTIONS AND RESPONSIBILITIES

2.1 Customer agrees not to, directly or indirectly: reverse engineer, decompile, disassemble, or otherwise attempt to discover the source code, object code, or underlying structure, ideas, or algorithms of the Licensed Program, Documentation or data related to the Licensed Program, except to the extent such a restriction is limited by applicable law; modify, translate, or create derivative works based on the Licensed Program; or copy, reproduce, rent, lease, distribute, assign, sell, or otherwise dispose of the Licensed Program, in whole or in part, or otherwise commercially exploit, transfer, or encumber rights to the Licensed Program; or remove any proprietary notices.

2.2 Customer will use the Licensed Program only in compliance with all applicable laws and regulations (including, but not limited to, any export restrictions, surveillance and monitoring restrictions, and any privacy and data protection requirements).

2.3 Customer shall be responsible for obtaining and maintaining any equipment and other services needed to connect to, access, or otherwise use the Licensed Program and Customer shall also be responsible for (a) ensuring that such equipment is compatible with the Licensed Program, (b) maintaining the security of such equipment, user accounts, passwords and files, and (c) for all uses of Customer user accounts with or without Customer's knowledge or consent. To the extent Customer provides any Personal Data (as defined below) of personnel for registration purposes, Customer represents and warrants that it has any right, license, consent, and power and it has provided any notice, all as required under applicable law, to provide Zencity with such Personal Data and will be fully and solely responsible for providing only Personal Data of personnel related to the Customer. Zencity will handle such Personal Data in accordance with its Privacy Policy available at: <https://zencity.io/privacy-policy/>.

3. PROPRIETARY RIGHTS. Zencity retains all right, title, and interest in the Licensed Program, Documentation and any future modifications and enhancements thereof, and all intellectual property rights (including all past, present, and future rights associated with works of authorship, including exclusive exploitation rights, copyrights, and moral rights, trademark, and trade name rights and similar rights, trade secret rights, patent rights, and any other proprietary rights in intellectual property of every kind and nature) therein. Customer is granted only a limited right of use to the Licensed Program and Documentation as set forth herein, which right of use is not coupled with an interest and is revocable in accordance with the terms of this Agreement.

4. CONFIDENTIALITY. Each party (the "**Receiving Party**") agrees not to disclose (except as permitted herein) any Confidential Information of the other party (the "**Disclosing Party**") without the Disclosing Party's prior written consent. "**Confidential Information**" means all confidential business, technical, and financial information of the

disclosing party that is marked as "Confidential" or an equivalent designation or that should reasonably be understood to be confidential given the nature of the information and/or the circumstances surrounding the disclosure (including the terms of the applicable License Agreement). Zencity's Confidential Information includes, without limitation, the software underlying the Licensed Program and all Documentation. The Receiving Party agrees: (i) to use and disclose the Confidential Information only in connection with this Agreement; and (ii) to protect such Confidential Information using the measures that Receiving Party employs with respect to its own Confidential Information of a similar nature, but in no event with less than reasonable care. Receiving Party shall, before receipt or usage of such Confidential Information inform its personnel of Receiving Party's confidentiality obligations under this Agreement. Notwithstanding the foregoing, Confidential Information does not include information that: (i) has become publicly known through no breach by the Receiving Party; (ii) was rightfully received by the Receiving Party from a third party without restriction on use or disclosure; or (iii) is independently developed by the Receiving Party without access to such Confidential Information. Notwithstanding the above, the Receiving Party may disclose Confidential Information to the extent required by law or court order, provided that prior written notice of such required disclosure and an opportunity to oppose or limit disclosure is given to the Disclosing Party.

5. DATA AND MATERIALS LICENSE.

5.1 Customer grants Zencity a non-exclusive, transferable, perpetual, worldwide, and royalty-free license to use any data or information provided by Customer for use in, by, or in connection with the Licensed Program, any information collected, and/or any analysis of any such information conducted by the Licensed Program.

5.2 Any content created by Customer and provided to Zencity for use in connection with the Licensed Program or other services provided by Zencity ("**Customer Materials**") shall be the sole property of the Customer. Customer hereby grants Zencity and its successors and assigns a perpetual, irrevocable, transferrable, worldwide, royalty-free, fully paid-up, and non-exclusive license under any of Customer's intellectual property, moral or privacy rights to use, copy, distribute, display, modify and create derivative works of any Customer Materials for the provision of the services in accordance with the terms of this Agreement. The parties acknowledge that Zencity does not require any Personal Data to be provided in order to provide the Licensed Program and Customer undertakes that it shall not provide Zencity with any Personal Data as part of the Customer Materials. To the extent the Customer Materials shall include any Personal Data it shall be incidental and Customer shall be fully liable for such Personal Data in accordance with the terms of this Agreement and applicable law.

6. FEES.

6.1 The fees for the Licensed Program ("**Fees**") are set forth in the applicable Order Form. Properly submitted invoices for which payment is not received within fourteen (14) days of the invoice due date shall accrue a late charge of 1.5% interest per month, compounding annually. The Fees are exclusive of any applicable taxes, which, if payable by Zencity, shall be billed to and paid by Customer, including any bank fees related to the Customer's wire transfer. Customer may not withhold or set-off any amounts from the Fees. For the avoidance of doubt, discounts or credits relating to any term defined in any Order Form shall apply to said term only and shall not carry over to any Renewal Term.

7. TERM & TERMINATION

7.1 This Agreement shall commence on the Effective Date and continue for the period of the Licensed Program purchased pursuant to any applicable and outstanding Order Form, including any renewal term, unless earlier terminated in accordance with this Section 7. In the event of any Renewal Term, the Fees payable for the Licensed Program shall be updated as specified in the Order Form. Either party may terminate this Agreement immediately by giving written notice to the other party if: (i) the other party breaches a material provision of this Agreement and fails to cure the breach within seven (7) days after being given written notice thereof; or (ii) the other party is judged bankrupt or insolvent, makes a general assignment for the benefit of its creditors, a trustee or receiver is appointed for such party; or any petition by or on behalf of such party is filed under any bankruptcy or similar laws.

7.2 The Initial Term shall be automatically extended for successive renewal terms of 12 months each (each, a Renewal Term and collectively with the Initial Term, the Term) unless either party provides written notice of non-renewal to the other party at least 90 Days before the end of each applicable term.

7.3 Upon termination, Customer will pay in full for the Licensed Program up to and including the effective date of termination. Upon any termination of this Agreement: (a) the license of the Licensed Program hereunder shall immediately terminate; and (b) each party shall return to the other party or, at the other party's option, destroy all Confidential Information of the other party in its possession.

7.4 All sections of this Agreement which by their nature should survive termination will survive termination, including, without limitation, accrued rights to payment, confidentiality obligations, warranty disclaimers, and limitations of

liability.

8. WARRANTY AND DISCLAIMER

8.1 Zencity represents and warrants that: (i) it has all right and authority necessary to enter into and perform this Agreement; and (ii) the Licensed Program shall perform in accordance with generally prevailing industry standards.

8.2 Customer represents and warrants that (i) it has all right and authority necessary to enter into and perform this Agreement; (ii) it owns all right, title, and interest in and to all data, including without limitation, any Personal Data that may be included therein, provided to Zencity (if any) for use in connection with this Agreement, or possesses the necessary authorization thereto; and (iii) Zencity's use of such data or materials including Customer Materials as contemplated hereunder will not violate the rights of any third party; (iv) it has all right, license and consent required to provide Zencity with the Customer Materials, including Personal Data contained therein, if and to the extent provided in accordance with Section 5.2 above; (v) the Customer Materials and Zencity's use thereof in accordance with the terms of this Agreement does not and will not infringe upon any third party's right; and (vi) it shall at all times use the Licensed Program in compliance with applicable law. "**Personal Data**" have the definition ascribed to it by the General Data Protection Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 ("**GDPR**") or any parallel term in the jurisdiction in which the Licensed Program is being used.

ZENCITY DOES NOT WARRANT THAT USE OF THE LICENSED PROGRAM WILL BE UNINTERRUPTED OR ERROR-FREE; NOR DOES IT MAKE ANY WARRANTY AS TO THE RESULTS THAT MAY BE OBTAINED FROM USE OF THE LICENSED PROGRAM. EXCEPT AS SET FORTH IN THIS SECTION 8, THE LICENSED PROGRAM IS PROVIDED "AS IS" AND ZENCITY DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY, TITLE, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT. ZENCITY DOES NOT WARRANT THAT ANY OR ALL FAILURES, DEFECTS OR ERRORS WILL BE CORRECTED, OR WARRANT THAT THE FUNCTIONS CONTAINED IN THE LICENSED PROGRAM WILL MEET CUSTOMER'S REQUIREMENTS.

8.3 To the extent the Licensed Program or any services provided by Zencity hereunder are provided through or in connection with any third-party services, Zencity shall not have any responsibility for any technical issues or limitations resulting from the use of such third-party service, including actions of Zencity on such third-party service taken on behalf of and at the instruction of Customer. Customer acknowledges and agrees that use of any third-party service shall be in accordance with such third party's terms and privacy policy.

9. LIMITATION OF LIABILITY. NEITHER PARTY, NOR ITS SUPPLIERS, OFFICERS, AFFILIATES, REPRESENTATIVES, CONTRACTORS, AND EMPLOYEES, SHALL BE RESPONSIBLE OR LIABLE WITH RESPECT TO ANY SUBJECT MATTER OF THIS AGREEMENT OR RELATED TERMS AND CONDITIONS UNDER ANY CONTRACT, NEGLIGENCE, STRICT LIABILITY, OR OTHER THEORY: (A) FOR ERROR OR INTERRUPTION OF USE OR FOR LOSS OR INACCURACY OF DATA (EXCEPT AS OTHERWISE SET FORTH IN SECTIONS 2.3 AND 5.2) OR COST OF PROCUREMENT OF SUBSTITUTE GOODS OR SERVICES OR LOSS OF BUSINESS; (B) FOR ANY INDIRECT, EXEMPLARY, PUNITIVE, INCIDENTAL, SPECIAL, OR CONSEQUENTIAL DAMAGES; OR (C) FOR ANY MATTER BEYOND SUCH PARTY'S REASONABLE CONTROL, EVEN IF SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH LOSS OR DAMAGE. IN NO EVENT SHALL EITHER PARTY'S AGGREGATE, CUMULATIVE LIABILITY FOR ANY CLAIMS ARISING OUT OF OR IN ANY WAY RELATED TO THIS AGREEMENT EXCEED THE FEES PAID BY CUSTOMER TO ZENCITY (OR, IN THE CASE OF CUSTOMER, PAYABLE) FOR THE LICENSED PROGRAM UNDER THIS AGREEMENT IN THE 12 MONTHS PRIOR TO THE ACT THAT GAVE RISE TO THE LIABILITY.

10. MISCELLANEOUS. Capitalized terms not otherwise defined in these Terms and Conditions have the meaning set forth in the applicable License Agreement. Neither party shall be held responsible or liable for any losses arising out of any delay or failure in performance of any part of this Agreement, other than payment obligations, due to any act of God, act of governmental authority, or due to war, riot, labor difficulty, pandemic, failure of performance by any third-party service, utilities, or equipment provider, or any other cause beyond the reasonable control of the party delayed or prevented from performing. Zencity shall have the right to use and display Customer's logos and trade names for marketing and promotional purposes in connection with Zencity's website and marketing materials, subject to Customer's trademark usage guidelines (as provided to Zencity). If any provision of this Agreement is found to be unenforceable or invalid, that provision will be limited or eliminated to the minimum extent necessary so that this Agreement will otherwise remain in full force and effect and enforceable. This Agreement is not assignable or transferable by either party without the other party's prior written consent, provided however that either party may assign this Agreement to a successor to all or substantially all of

its business or assets. This Agreement (including the License Agreement) is the complete and exclusive statement of the mutual understanding of the parties and supersedes and cancels all previous written and oral agreements, communications, and other understandings relating to the subject matter of this Agreement. All waivers and modifications must be in a writing signed by both parties. No agency, partnership, joint venture, or employment is created as a result of this Agreement and neither party has any authority of any kind to bind the other party in any respect. In any action or proceeding to enforce rights under this Agreement, the prevailing party will be entitled to recover costs and attorneys' fees. All notices under this Agreement will be in writing and will be deemed to have been duly given when received if personally delivered; when receipt is electronically confirmed, if transmitted by facsimile or e-mail; the day after it is sent if sent for next day delivery by recognized overnight delivery service; and upon receipt, if sent by certified or registered mail, return receipt requested. This Agreement shall be governed by the laws of the State of New York without regard to its conflict of laws provisions and the competent courts of New York City shall have exclusive jurisdiction to hear any disputes arising hereunder.

Zencity

Signature

Name

Title

Date

North Port, FL

Signature

Name

Title

Date