



Solicitation Number: RFP #120423

CONTRACT

This Contract is between Sourcewell, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 (Sourcewell) and Blinkay USA, LLC, 2243 Highwood Court, Dunedin, FL 34698 (Supplier).

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

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

1. TERM OF CONTRACT

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

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

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

2. EQUIPMENT, PRODUCTS, OR SERVICES

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

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

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

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

C. DEALERS, DISTRIBUTORS, AND/OR RESELLERS. Upon Contract execution and throughout the Contract term, Supplier must provide to Sourcewell a current means to validate or authenticate Supplier's authorized dealers, distributors, or resellers relative to the Equipment, Products, and Services offered under this Contract, which will be incorporated into this Contract by reference. It is the Supplier's responsibility to ensure Sourcewell receives the most current information.

3. PRICING

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

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

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

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

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

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

B. **SALES TAX.** Each Participating Entity is responsible for supplying the Supplier with valid 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, Supplier may offer a specific selection of Equipment, Products, or Services at discounts greater than those listed in the Contract. When Supplier determines it will offer Hot List Pricing, it must be submitted electronically to Sourcewell in a line-item format. Equipment, Products, or Services may be added or removed from the Hot List at any time through a Sourcewell Price and Product Change Form as defined in Article 4 below.

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

4. PRODUCT AND PRICING CHANGE REQUESTS

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

- Identify the applicable Sourcewell contract number;

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

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

5. PARTICIPATION, CONTRACT ACCESS, AND PARTICIPATING ENTITY REQUIREMENTS

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

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

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

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

6. PARTICIPATING ENTITY USE AND PURCHASING

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

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

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

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

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

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

1. The Participating Entity fails to receive funding or appropriation from its governing body at levels sufficient to pay for the equipment, products, or services to be purchased; or
2. Federal, state, or provincial laws or regulations prohibit the purchase or change the Participating Entity's requirements.

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

7. CUSTOMER SERVICE

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

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

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

8. REPORT ON CONTRACT SALES ACTIVITY AND ADMINISTRATIVE FEE PAYMENT

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

The Report must contain the following fields:

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

B. ADMINISTRATIVE FEE. In consideration for the support and services provided by Sourcwell, the Supplier will pay an administrative fee to Sourcwell on all Equipment, Products, and Services provided to Participating Entities. The Administrative Fee must be included in, and not

added to, the pricing. Supplier may not charge Participating Entities more than the contracted price to offset the Administrative Fee.

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

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

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

9. AUTHORIZED REPRESENTATIVE

Sourcewell's Authorized Representative is its Chief Procurement Officer.

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

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

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

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

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

D. **WAIVER.** Failure by either party to take action or assert any right under this Contract will not be deemed a waiver of such right in the event of the continuation or repetition of the circumstances giving rise to such right. Any such waiver must be in writing and signed by the parties.

E. **CONTRACT COMPLETE.** This Contract represents the complete agreement between the parties. No other understanding regarding this Contract, whether written or oral, may be used to bind either party. For any conflict between the attached Proposal and the terms set out in Articles 1-22 of this Contract, the terms of Articles 1-22 will govern.

F. **RELATIONSHIP OF THE PARTIES.** The relationship of the parties is one of independent contractors, each free to exercise judgment and discretion with regard to the conduct of their respective businesses. This Contract does not create a partnership, joint venture, or any other relationship such as master-servant, or principal-agent.

11. INDEMNITY AND HOLD HARMLESS

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

12. GOVERNMENT DATA PRACTICES

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

13. INTELLECTUAL PROPERTY, PUBLICITY, MARKETING, AND ENDORSEMENT

A. INTELLECTUAL PROPERTY

1. *Grant of License.* During the term of this Contract:
 - a. Sourcewell grants to Supplier a royalty-free, worldwide, non-exclusive right and license to use the trademark(s) provided to Supplier by Sourcewell in advertising and promotional materials for the purpose of marketing Sourcewell's relationship with Supplier.

b. Supplier grants to Sourcewell a royalty-free, worldwide, non-exclusive right and license to use Supplier's trademarks in advertising and promotional materials for the purpose of marketing Supplier's relationship with Sourcewell.

2. *Limited Right of Sublicense.* The right and license granted herein includes a limited right of each party to grant sublicenses to their respective subsidiaries, distributors, dealers, resellers, marketing representatives, and agents (collectively "Permitted Sublicensees") in advertising and promotional materials for the purpose of marketing the Parties' relationship to Participating Entities. Any sublicense granted will be subject to the terms and conditions of this Article. Each party will be responsible for any breach of this Article by any of their respective sublicensees.

3. *Use; Quality Control.*

a. Neither party may alter the other party's trademarks from the form provided and must comply with removal requests as to specific uses of its trademarks or logos.

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

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

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

C. **MARKETING.** Any direct advertising, marketing, or offers with Participating Entities must be approved by Sourcewell. Send all approval requests to the Sourcewell Supplier Development Administrator assigned to this Contract.

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

14. GOVERNING LAW, JURISDICTION, AND VENUE

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

15. FORCE MAJEURE

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

16. SEVERABILITY

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

17. PERFORMANCE, DEFAULT, AND REMEDIES

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

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

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

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

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

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

18. INSURANCE

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

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

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

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

Minimum limits:

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

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

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

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

Minimum Limits:

\$1,000,000 each occurrence Bodily Injury and Property Damage

\$1,000,000 Personal and Advertising Injury

\$2,000,000 aggregate for products liability-completed operations

\$2,000,000 general aggregate

3. *Commercial Automobile Liability Insurance.* During the term of this Contract, Supplier will maintain insurance covering all owned, hired, and non-owned automobiles in limits of liability not less than indicated below. The coverage must be subject to terms

no less broad than ISO Business Auto Coverage Form CA 0001 (2010 edition or newer), or equivalent.

Minimum Limits:

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

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

Minimum Limits:

\$2,000,000

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

Minimum limits:

\$2,000,000 per occurrence

\$2,000,000 annual aggregate

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

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

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

C. ADDITIONAL INSURED ENDORSEMENT AND PRIMARY AND NON-CONTRIBUTORY INSURANCE CLAUSE. Supplier agrees to list Sourcewell and its Participating Entities, including their officers, agents, and employees, as an additional insured under the Supplier's commercial general liability insurance policy with respect to liability arising out of activities, "operations," or "work" performed by or on behalf of Supplier, and products and completed operations of Supplier. The policy provision(s) or endorsement(s) must further provide that coverage is

primary and not excess over or contributory with any other valid, applicable, and collectible insurance or self-insurance in force for the additional insureds.

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

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

19. COMPLIANCE

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

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

20. BANKRUPTCY, DEBARMENT, OR SUSPENSION CERTIFICATION

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

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

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

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

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

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

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

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

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

F. DEBARMENT AND SUSPENSION (EXECUTIVE ORDERS 12549 AND 12689). A contract award (see 2 C.F.R. § 180.220) must not be made to parties listed on the government wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 C.F.R. §180 that implement Executive Orders 12549 (3 C.F.R. § 1986 Comp., p. 189) and 12689 (3 C.F.R. § 1989 Comp., p. 235), “Debarment and Suspension.” SAM Exclusions contains the names

of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549. Supplier certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation by any federal department or agency.

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

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

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

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

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

L. PROCUREMENT OF RECOVERED MATERIALS (2 C.F.R. § 200.322). A non-federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation

and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 C.F.R. § 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

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

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

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

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

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

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

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

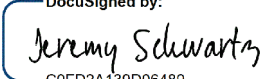
T. DOMESTIC PREFERENCES FOR PROCUREMENTS. To the extent applicable, Supplier certifies that during the term of this Contract will comply with applicable requirements of 2 C.F.R. § 200.322.

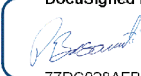
22. CANCELLATION

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

Sourcwell

Blinkay USA, LLC

DocuSigned by:

C0FD2A139D06489...
By: _____
Jeremy Schwartz
Title: Chief Procurement Officer
Date: 1/17/2024 | 2:22 PM CST

DocuSigned by:

77DC028AFB484E8...
By: _____
Paolo Barsanti
Title: Director of Operations
Date: 1/17/2024 | 12:59 PM CST

RFP 120423 - Curb Management Technologies with Related Services

Vendor Details

Company Name: Blinkay USA
Does your company conduct business under any other name? If yes, please state: FL
Address: 2243 Highwood Ct
Dunedin, Florida 34698
Contact: ryan bonardi
Email: rbonardi@blinkay.com
Phone: 813-695-0274
Fax: 813-695-0274
HST#: 88-2558899

Submission Details

Created On: Thursday October 19, 2023 07:55:37
Submitted On: Monday December 04, 2023 11:09:33
Submitted By: ryan bonardi
Email: rbonardi@blinkay.com
Transaction #: 91206cc9-72ab-46d7-baac-937469935ee8
Submitter's IP Address: 72.184.232.221

Specifications

Table 1: Proposer Identity & Authorized Representatives

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

Line Item	Question	Response *
1	Proposer Legal Name (one legal entity only): (In the event of award, will execute the resulting contract as "Supplier")	BLINKAY USA, llc
2	Identify all subsidiary entities of the Proposer whose equipment, products, or services are included in the Proposal.	All equipment, products, or services included in the Proposal are built and serviced through BLINKAY USA, llc.
3	Identify all applicable assumed names or DBA names of the Proposer or Proposer's subsidiaries in Line 1 or Line 2 above.	BLINKAY, BLINKAY USA, BLINKAY MOBILITY, Integra Parking
4	Provide your CAGE code or Unique Entity Identifier (SAM):	Blinkay USA, LLC Unique Entity Identifier is: RAWGD67FWE29
5	Proposer Physical Address:	2243 Highwood Ct. Dunedin, FL 34698
6	Proposer website address (or addresses):	www.blinkay.com
7	Proposer's Authorized Representative (name, title, address, email address & phone) (The representative must have authority to sign the "Proposer's Assurance of Compliance" on behalf of the Proposer and, in the event of award, will be expected to execute the resulting contract):	Mr. Paolo Barsanti - Director of Operations 2243 Highwood Ct., Dunedin, FL 34698 PBarsanti@blinkay.com 727-244-2190
8	Proposer's primary contact for this proposal (name, title, address, email address & phone):	Mr. Ryan Bonardi - Director of Sales 2243 Highwood Ct., Dunedin, FL. 34698 RBonardi@blinkay.com 813-695-0274
9	Proposer's other contacts for this proposal, if any (name, title, address, email address & phone):	N/a

Table 2: Company Information and Financial Strength

Line Item	Question	Response *
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10	Provide a brief history of your company, including your company's core values, business philosophy, and industry longevity related to the requested equipment, products or services.	<p>Blinkay is a privately owned family business, founded in 2012, in Austin, TX. We have built the company by establishing an outstanding reputation across the world wide parking industry . The company has the current capacity to take on the scope of need for any new permit program purchased through any signed contract with Sourcewell, without the need for company expansion; the same is true for any and all peripheral offerings contained in this response.</p> <p>Ownership is made up of two individuals and a corporate entity. The individuals who own Blinkay are Blinkay Mobility, the parent company. Carles Arroyo, CEO/Founder, and investment group, doing business as Brandon Levey Investments, LLC.</p> <p>Over the past 13 years, and by surrounding ourselves with competent experienced people and partners with many years of experience, we have been able to adapt to the evolving smart parking industry and remain a leader. Blinkay can now boast over many years of experience in developing successful smart parking technological solutions</p> <p>Blinkay offers innovative, high-performance technological solutions for the parking mobility sectors with regards to digital payments, smart meters, enforcement, towing and environmental monitoring in a unified platform, all programmed/built/installed directly by Blinkay.</p> <p>Our platform allows the city to scale with our modular solution platform by selecting components that meet their priority.</p> <p>Blinkay's programming/development teams have decades of experience with deploying large smart-parking solutions, particularly the deployment of complex permit platforms. Our senior and experienced staff have worked on projects in some of America's largest cities, e.g. Washington D.C., Baltimore, MD., Minneapolis, MN. and Pittsburgh, PA., to name just a few.</p> <p>The depth of our teams, their parking achievement and their knowledge of permit platforms sets us apart from other vendors. We therefore want to present Fort Worth with detailed resumes of our employees who will be part of Fort Worth's rollout of the Online Permit System delivery.</p> <p>Experience on Similar Projects: Please review our references. Blinkay has extensive experience in the deployment of platforms allowing the purchase of parking passes. Recent deployments of similar projects are summarized below.</p> <p>Blinkay has established partnerships, located in the Fort Worth Metropolitan area that will handle and fulfill the expressed needs of the city, pertaining to Sub-contractors. Blinkay will use subcontractors for the ongoing local office account needs, specifically, we will be renting their office space . This will be the business address that is accessible in person, and email within 3 miles of the Fort Worth Central Business District to optionally allow residents the ability to pick up printed permits.</p>
11	What are your company's expectations in the event of an award?	<p>With any award, Blinkay will stand ready to assist any procurement office that wishes to use the applicable Sourcewell contract pricing and terms. Once contacted by an interested party, Blinkay will act according to all commitment's made in this response, including any and all established contract provisions.</p>
12	Demonstrate your financial strength and stability with meaningful data. This could include such items as financial statements, SEC filings, credit and bond ratings, letters of credit, and detailed reference letters. Upload supporting documents (as applicable) in the document upload section of your response.	<p>Blinkay has the financial wherewithal to accept and deliver on all products offered and ordered. Please refer to Step 2 of this response, the documents section of the response, to review Blinkay's financial statements and related information.</p>
13	What is your US market share for the solutions that you are proposing?	<p>Blinkay Mobility has opened our offering in 11 countries and in 2022 made the strategic move to enter the US market. To date; Blinkay USA has been awarded two contracts; One in Gloucester MA, which is a version of our permit/reservation system. The second contract is with The city of Salt Lake City, UT. This contract is for 260 of our Chrono meters.</p>
14	What is your Canadian market share for the solutions that you are proposing?	<p>Blinkay Mobility with 100% owned Ticket Tracer Corporation has been doing business in Canada for 30+ years. We currently have 40+ cities using the Blinkay platform from Montreal QC, Ottawa ON, Toronto ON, Banff AB.</p>
15	Has your business ever petitioned for bankruptcy protection? If so, explain in detail.	<p>Blinkay has never petitioned for bankruptcy protection.</p>

16	<p>How is your organization best described: is it a manufacturer, a distributor/dealer/reseller, or a service provider? Answer whichever question (either a) or b) just below) best applies to your organization.</p> <p>a) If your company is best described as a distributor/dealer/reseller (or similar entity), provide your written authorization to act as a distributor/dealer/reseller for the manufacturer of the products proposed in this RFP. If applicable, is your dealer network independent or company owned?</p> <p>b) If your company is best described as a manufacturer or service provider, describe your relationship with your sales and service force and with your dealer network in delivering the products and services proposed in this RFP. Are these individuals your employees, or the employees of a third party?</p>	<p>Blinkay USA is best described as a full service and company owned provider of all our parking management offerings which include the Chrono meter, which we produce within our company, along with our software systems offerings, like phone app payment, permitting, reservations and enforcement. All Blinkay offerings are developed with internal staffing, and all support teams are Blinkay employees.</p>	*
17	<p>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.</p>	<p>Since we provide solutions world-wide, we have the following certifications for our platform:</p> <ul style="list-style-type: none"> * ISO 27.001 * PCI for all payment processing with USA and Canada processors * To maintain our certifications, we produce monthly vulnerability scans on our infrastructures. We also execute PEN tests every 6 months, in order to maintain our ISO 27.001 certification • ADA compliant. • CE - UL/CSA certified. • UNE 12414, IEC 60950-1 and IEC 60950-22. • Mechanical resistance: IK10. • Degree of protection: IP54N. 	*
18	<p>Provide all "Suspension or Debarment" information that has applied to your organization during the past ten years.</p>	<p>N/a, nothing of the kind has or is happening to Blinkay.</p>	*

Table 3: Industry Recognition & Marketplace Success

Line Item	Question	Response *	
19	<p>Describe any relevant industry awards or recognition that your company has received in the past five years</p>	<p>Our CTO Sergio Mastronardi has received many awards from the IPMI organization such as:</p> <ul style="list-style-type: none"> * 1st pay by plate real-time enforcement solution with Pittsburgh Parking Authority * 1st installation to meet vision zero policy in Washington DC regarding bike lane enforcement * Successful beach parking pass in Gloucester, MA recognized by the Florida Parking Association <p>Our Director of Operations Paolo Barsanti received:</p> <ul style="list-style-type: none"> * The 40 under 40 award from NPA, Class of 2018 	*
20	<p>What percentage of your sales are to the governmental sector in the past three years</p>	<p>For USA and Canada, the average percent is 80%</p>	*
21	<p>What percentage of your sales are to the education sector in the past three years</p>	<p>We have a small percentage of satisfied education customers using our parking platform, which includes Blinkay Chrono smart meters, Blinkay App phone app, Permit customers and more. Customer accounts include:</p> <p>Concordia University, in Montreal, QC University of Adelaide, in Australia</p>	*
22	<p>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?</p>	<p>Contracts with government agencies are the following:</p> <ul style="list-style-type: none"> * Gloucester MA USA - \$60,000 * Salt Lake City, UT, USA - Just signed contract - Contract value of next three years is \$2,500,000 * Banff, AB, Canada - \$250,000 * Canmore, AB, Canada - \$200,000 * Vaughan, ON, Canada - \$15,000 * Cambridge, ON, Canada - \$45,000 	*
23	<p>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?</p>	<p>Blinkay has no federal contracts in place at this time.</p>	*

Table 4: References/Testimonials

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

Entity Name *	Contact Name *	Phone Number *	
Gloucester, MA Type of Services Provided: Custom Blinkay.Permit Solution, deploying a virtual parking pass and reservation system.	Ryan Knowles Director of Information Services	978-325-5255 / rknowles@gloucester-ma.gov	*
Canmore, Town of Solutions installed are Pay by Phone, Blinkay.Ticket, Blinkay.Suite, Portal Payments/Management, Chrono Smart Meters and Blinkay.Permit (Residential, Monthly, Non-residential Permits & Visitor passes)	Danielle Liwanag-she/her Parking Coordinator	403.678.8932 / danielle.liwanag@canmore.ca	*
CABA (City of Buenos Aires) Solution installed is an on-street parking installation of 80.000 spaces all managed with Blinkay.Technology: Pay by Phone (Blinkay.App), Blinkay.Ticket, Blinkay.Suite and and Blinkay.Permit (Residential)	Tadeo Bello Operations Manager	(+54)91132023581 / tbello@buenosaires.gob.ar	*
GardaWorld Corp. Solutions installed are: Pay by Phone, Blinkay.Ticket, Blinkay.Suite, Portal Payments/Management, Chrono Smart Meters and Blinkay.Permit (Residential, Monthly, Non-residential Permits & Visitor passes)	Eric Sasset Director of Parking	+1 (438) 521-4364 sasseteric@gmail.com	

Table 5: Top Five Government or Education Customers

Line Item 25. Provide a list of your top five government, education, or non-profit customers (entity name is optional), including entity type, the state or province the entity is located in, scope of the project(s), size of transaction(s), and dollar volumes from the past three years.

Entity Name	Entity Type *	State / Province *	Scope of Work *	Size of Transactions *	Dollar Volume Past Three Years *	
Gloucester, MA	Government	Massachusetts - MA	Permit/Reservation Portal	62,000 for first summer season (3 months total)	City's revenue totaled \$1,900,000 - first summer season, over 90 day period.	*
Town of Canmore, Alberta	Government	AB - Alberta	Pay by Phone, Blinkay.Ticket, Blinkay.Suite, Portal Payments/Management, Chrono Smart Meters and Blinkay.Permit (Residential, Monthly, Non residential Permits & visitor passes)	1,500,000 over the last two years	Town's revenue totaled \$4,500,000 - last two years total	*
Banff, Alberta	Government	AB - Alberta	The Blinkay Solution includes Chrono Meters, Phone app, Residential free parking.	This includes 780,000 transactions per year.	City's revenue totaled \$11,000,000 - last three years	*
Rimouski QC CANADA	Government	QC - Quebec	The Blinkay Solution includes: Chrono Meters, Phone app, Enforcement, LPR, Permits.	450,000 payment transactions over the last three years. There were also 25,000 enforcement transactions over the last three years.	City's revenue totaled \$420,000 over the last three years.	*
Concordia University Montreal QC CANADA	Education	QC - Quebec	The Blinkay Solution includes Chrono Meters, Phone app, Enforcement, Permits.	This includes 81,000 payment transactions over the last two years. and 19,200 enforcement transactions, over the last two years.	The school's revenue totaled \$500,000 over the last two years.	*

Table 6: Ability to Sell and Deliver Service

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

Line Item	Question	Response *
26	Sales force.	Currently we have a sales team of 4. As we build momentum in the USA, we will be growing the sales force, but to greater extent the support staff. We believe our current customer base will (history has proven) become a "salesforce" for Blinkay, by providing the market with their Blinkay success stories, and the mutual benefits associated with a Blinkay partnership.
27	Dealer network or other distribution methods.	<p>Blinkay North America has the following corporate structure:</p> <ul style="list-style-type: none"> * The USA team of 4 and expanding to 8 resources in 2024. We recently opened our offices in 2022; In the USA the focus covers business development, account management, manufacturing, level 1 support and level 2 field engineering services. * The Canada team of 8 resources and expanding to 12 resources in 2024, we have been operating since 2022. In Canada the team does business development, account management, software engineering, level 1 support and level 2 field engineering services. * The Argentina team has 4 resources and is expanding to 6 in 2024; The Argentina team mainly does software engineering for world-wide projects including USA & Canada. * The Spain headquarter team of 20 resources and expanding to 25 in 2024. The Spain team does world-wide marketing, business development, account management, software engineering, level 1 support and level 2 field engineering services. * Our Partner dealer GardaWorld with headquarters in Montreal and officers worldwide and has 132,000 professional employees world-wide. They are responsible for direct selling in Canada, and will expand to the USA and other countries in the coming years; They have a control center for 24hr monitoring and support. All level 1 issues are reported directly to the GardaWorld Control Center.
28	Service force.	<p>Our service force covers the following:</p> <ul style="list-style-type: none"> * Training: All installations of our Blinkay modules come with extensive training with key stakeholders, allowing the city users to have full control of the platform. * Level 1 Support Resource: Once the customer is transferred to support, all issues will be reported via tools that are accepted by both parties. The tools can be Zendesk or JIRA, allowing both parties to monitor and have metrics for all issues reported and resolved. * Level 2 Field Engineering: All implementations and configuration will be handled by a field engineer who will validate with the city user. This process is started in a pre-production environment, once accepted by stakeholders, it will follow a production soft launch. Once the soft launch is perfect, then full production launch is enabled. Our Level 2 resource is committed to the project implementation until user acceptance sign-off is completed. * Project Management: All new projects will be assigned a project manager where project plans are reviewed, and action plans are reviewed at regular frequency allowing all stakeholders to meet the estimated target date for implementation. * Software Engineering: All requests that may be out of scope are developed by the engineering team. Workflows, UX design and use cases will be provided to the customer to make sure that it can be reviewed and accepted before any development commences. All development done by our team is scalable where it can be enabled for the customer project, and disabled for other customers since our solution is multi-tenant ready per country. * Account Management: This resource will be in touch with the customer once a month to make sure everything is according to the customer's expectations. This resource will also plan and evaluate new initiatives that become a requirement by the municipality.
29	Describe the ordering process. If orders will be handled by distributors, dealers or others, explain the respective roles of the Proposer and others.	Order processing will be handled by Blinkay. In the event the client is requesting some modifications to our standard offering these points will be outlined in our planning kick-off meeting. The requested changes will be outlined by the client, then reviewed by the Blinkay Project Management team. The Blinkay team will create a timeline for the proposed project then meet with the customer to review the scope of work and timeline for implementation. Blinkay will meet with the customer/client on a regular basis, weekly or biweekly, during the outlined timeline and at key milestones during the project, which will ensure all requirements are captured and implemented.

30	Describe in detail the process and procedure of your customer service program, if applicable. Include your response-time capabilities and commitments, as well as any incentives that help your providers meet your stated service goals or promises.	<p>Level 1 – Help Desk</p> <ul style="list-style-type: none"> ● Answer phone / mail ● Diagnostics of Incidents ● Troubleshooting devices and network ● System restores ● Server setup basic configuration ● Account setup configuration ● Raise tickets if Incident not close within the day ● Informed customer of closure of Level 1 ticket ● Escalation / dispatch to Level 2. <p>Level 2 – Field Engineering</p> <ul style="list-style-type: none"> ● Advance troubleshooting ● Impex set-up ● Client environment deployments ● Problem replication / simulation ● Database diagnostics ● Units / Server log analysis ● Units / Server crash - Data recovery ● Informed customer of closure of Level 2 & Level 3 tickets ● Escalation / dispatch to Level 3. <p>Level 3 – Product Engineering</p> <ul style="list-style-type: none"> ● New features or fixes requiring code changes ● Advance configuration setting ● System analysis and advanced server diagnostics and support. <p>Levels of Severity and Response time. Severities for all Incidents will be jointly classified by the Client & Blinkay under one of the following classifications: Level 1 - CRITICAL: Critical: Severity Level 1 is considered Emergency Level causing disastrous consequences for the system .E.g. Major breach of the software or a complete stop of the system which ceases normal operations, major failure, critical loss of data, critical loss of system availability, critical loss of security, unable to start the application, critical loss of safety, etc. *System cannot be used until the issue is resolved.</p> <p>Level 2 - HIGH: Major problem that disrupts operations during a critical business period causing very serious consequences for the system. E.g. A function is severely broken, cannot be used and there is no workaround. 50% of the active users are not able to use the System to write tickets. System fails to produce tickets in accordance with the approved format.</p> <p>Level 3 - MEDIUM: Defects causing significant consequences for the system. A defect that needs to be fixed but there is a workaround, e.g. a mobile device is not responding. Unable to generate reports, change of non-critical system settings.</p> <p>Level 4 - LOW: Defects causing non critical issues. Easy to recover or workaround, e.g. error messages misleading, request for information.</p>	*
31	Describe your ability and willingness to provide your products and services to Sourcewell participating entities in the United States.	Blinkay is willing and able to provide all offered products and services to all of Sourcewell's participating entities. Blinkay is careful to work with customers and forecast purchases ahead of time. At any one time Blinkay keeps a contingent of hardware in stock so surprise orders may be quickly fulfilled. Blinkay builds the meter, and manufacturers the housing in the United States, so we control the means of production and can assure any customer of Sourcewell will get their products as described, and on time.	*
32	Describe your ability and willingness to provide your products and services to Sourcewell participating entities in Canada.	Blinkay is willing and able to provide all offered products and services to all of Sourcewell's participating entities. Blinkay is careful to work with customers and forecast purchases ahead of time. At any one time Blinkay keeps a contingent of hardware in stock so surprise orders may be quickly fulfilled. Blinkay builds the meter, and manufacturers the housing in the United States, so we control the means of production and can assure any customer of Sourcewell will get their products as described, and on time.	*
33	Identify any geographic areas of the United States or Canada that you will NOT be fully serving through the proposed contract.	N/A - Coverage of all parts/provinces/territories of Canada, and every state in the USA, are included in this offering.	*

34	Identify any Sourcewell participating entity sectors (i.e., government, education, not-for-profit) that you will NOT be fully serving through the proposed contract. Explain in detail. For example, does your company have only a regional presence, or do other cooperative purchasing contracts limit your ability to promote another contract?	There are NO Sourcewell entity sectors that Blinkay will not sell/install/service in, including government, education, not-for-profit entities' and the like.	*
35	Define any specific contract requirements or restrictions that would apply to our participating entities in Hawaii and Alaska and in US Territories.	N/A	*

Table 7: Marketing Plan

Line Item	Question	Response *	
36	Describe your marketing strategy for promoting this contract opportunity. Upload representative samples of your marketing materials (if applicable) in the document upload section of your response.	<p>Blinkay will be promoting our Sourcewell offering through LinkedIn, within RFP responses, tradeshow fliers, industry periodicals, and the like.</p> <p>Sourcewell should recognize that Blinkay has recently entered the US market place, which means our potential relationship to Sourcewell is much more powerful, and a force multiplier to our marketing plans. Blinkay will be focused, and expects an attractive percentage of our new business will come from this Sourcewell relationship as we successfully launch new projects across the USA and Canada.</p> <p>The value to Blinkay with this type of contract is strategic to our recognition in the USA, and having a partner with the proven technologies in 11 other countries will hopefully be attractive to Sourcewell.</p>	*
37	Describe your use of technology and digital data (e.g., social media, metadata usage) to enhance marketing effectiveness.	<p>Blinkay uses many platforms to "get the word out" about Blinkay, our partners and how easy we can make the purchasing process move along, especially now that we can offer our products and services through Sourcewell. LinkedIn is widely used within the parking industry and it is where marketing focus will mostly be used. Secondly, we will promote the Sourcewell relationship on our website, at trade shows, during webinars and during in-person meetings with software offerings in phone app payment, permitting, reservations, and enforcement. All our offerings are developed with internal staffing, and all our support teams are Blinkay employees.</p> <p>We also employ web-traffic monitoring companies, which are able to provide daily reports on who is visiting our site, and what they are reviewing. That capability allows Blinkay to focus our sales efforts on municipalities and the like that are focused on what Blinkay offers, which means Blinkay talks to more people on a daily basis that are in the "research and/or buying mode" of the process, and already have been "introduced to the Blinkay name and offering".</p>	*
38	In your view, what is Sourcewell's role in promoting contracts arising out of this RFP? How will you integrate a Sourcewell-awarded contract into your sales process?	<p>If Blinkay is awarded a Sourcewell contract/partnership, we will immediately leverage the Sourcewell name, and begin to promote what the relationship means to Blinkay and what it can mean to any potential customer class in the US and Canada.</p> <p>Blinkay has offices in the US and Canada, so the contract will reach the entirety of Sourcewell's intended audience.</p> <p>Blinkay sees Sourcewell as a conduit to get a needed purchase completed in the fastest time possible. That action only comes after Blinkay has provided the sales effort, found a buyer who wants to circumvent a formal bid/rfp process and then Blinkay directs the prospective customer to Sourcewell. Blinkay will then "hold their hand" throughout the Sourcewell purchase process.</p> <p>Blinkay sees Sourcewell as the entity that helps facilitate the sale, answer questions and be of general support to Blinkay. In summary, we do not expect Sourcewell to bring customers to Blinkay, but instead we expect to bring customers to Sourcewell.</p> <p>The final point; Blinkay's strategy to enter the US market, after successful launches in 11 other countries, brings a unique partnership to Sourcewell. Our technology has been proven successful, so adding the Sourcewell partnership will provide a higher value to Blinkay than other companies already embedded in the US market.</p>	*
39	Are your products or services available through an e-procurement ordering process? If so, describe your e-procurement system and how governmental and educational customers have used it.	No, Blinkay works one-on-one with each customer, whether its their first or 10th order. With the simplest programming need, there is still a need for open and clear communications so particular needs are revealed and properly addressed before any GO LIVE date.	*

Table 8: Value-Added Attributes

Line Item	Question	Response *
40	Describe any product, equipment, maintenance, or operator training programs that you offer to Sourcwell participating entities. Include details, such as whether training is standard or optional, who provides training, and any costs that apply.	<p>A well trained client is the best guarantee for success. Training pricing is within the Pricing file, which has been uploaded to the Sourcwell portal. To be clear, Blinkay will provide initial onsite training at no additional cost. Yearly renewal training can also be had, and is detailed in the Pricing section .</p> <p>VALUE ADDED Benefits of the Blinkay Solution may be found in the UPLOAD ADDITIONAL DOCUMENTS SECTION of Step 2</p>
41	Describe how your products and services will impact safety and reliability; such as improvement to safety of systems for pedestrians, bicyclists, and the broader traveling public, improve emergency response, etc.	<p>Safety is of paramount importance to Blinkay. We use "safe" hardware, we use "safe" software, "safe" communications, and most importantly we allow the patron payment process to be simple, fast and accurate, which promotes physical safety since we limit the time a patron must stare at a screen or using the meter, because both are very fast and easy to use, which allows the parker to move on quickly from the transaction. Blinkay's suite of solutions offers safety of the electronic transactions, because we are PCI certified. In summary our entire parking management offering provides safety in the manner it expedites all transactions.</p>

42	Describe how your products and services will improve curb management to allow dynamic pricing, improvements to business access, traffic flow and curb traffic, and any impacts on essential services.	<p>RATE ENGINE: One of the key modules of the Blinkay Suite® platform is the module called rate engine which allows:</p> <ul style="list-style-type: none"> * Centralize the rates for all payment elements: multi-brand parking meters and mobile payment app(s) so that all of them consult the rates for said module in real time. * Receive all payments from different systems: multi-brand parking meters, mobile payment app(s) or web portals. * Receive queries from surveillance app(s), surveillance vehicles and/or fixed cameras on the parking status of a vehicle. * Receive payments for claim overrides from multiple sources * Manage resident rates: monthly and/or annual subscriptions, renewals and the use (if configured in this way) of free newspapers during the day. * But Blinkay's rate engine is a dynamic engine that allows the operator to manage rates depending on basic parameters for city mobility such as: <ul style="list-style-type: none"> ** The occupation ** Pollution <p>The Blinkay Suite allows back-office or municipality users to</p> <ul style="list-style-type: none"> * view of all sensors on a map * view of standard or sensor parking meters * Pollution Enabled Sensors View <p>REAL TIME OCCUPATION: Blinkay Suite is capable of calculating occupancy and availability in real time based on different input data. Availability can be made public to drivers or used by the city management team to manage optimal parking rates for zones.</p> <p>The solution allows real-time calculation of occupancy by zones, integrating the city's business rules, for example: loading and unloading zones, high turnover zones, reserved zones, residential zones, etc...) where the parameters of input are:</p> <p>Payments made at the parking meter and application Parking sensors controlled directly by parking meters for specific areas. Vehicles equipped with LPR and military GPS.</p> <p>Blinkay Technologies is capable of correcting the GPS error with the use of NFC technology installed at key points on the street or by comparing the parking fee payments associated with the meters.</p> <p>Our proprietary algorithms collect historical data, current meter transactions, current mobile payment, current LPR data readings, current tickets issued, and determine occupancy with high accuracy.</p> <p>Using the GIS layer of the city, the Blinkay Suite engine can overlay key occupancy and availability data in real time.</p> <p>Rate engine based on occupation, pollution and vehicle type</p> <p>One of the key points of the Blinkay Mobility solution is our dynamic rate engine. Said module has been designed in such a way that it allows the City to share its use with other providers of parking meters, app(s) or monitoring and reporting systems. The reason for the integration of the rate engine with the surveillance systems is the functionality described in section 6.4.</p> <p>The city can easily manage the rates through coefficients that will be applied directly to the standard rate based on the degree of pollution and occupancy:</p> $\text{RateCurrent} = \text{RateStandard} (1+\text{CoeOccupation})*(1+\text{CoePollution})$ <p>Blinkay Suite allows you to set a range for each sensor or occupancy range and configure the appropriate coefficients.</p> <p>In the Parking Meter part of Blinkay Suite, you will find the Dynamic Rate Engine module, which shows the existing configuration:</p>
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43	Describe your ability to perform projects related to the USDOT Smart Grant Program.	<p>Strengthening Mobility and Revolutionizing Transportation (SMART) Grants Program: The SMART program was established to provide grants to eligible public sector agencies to conduct demonstration projects focused on advanced smart community technologies and systems in order to improve transportation efficiency and safety. There are 8 categories of projects that are eligible, and the projects that Blinkay may participate in are ones that are used to carry out: Coordinated Automation and/or Systems Integration. The project only needs to be related to one of the 8 project types, so we should be available for any of the eligible entities, including:</p> <ul style="list-style-type: none">* a State;* a political subdivision of a State;* a Tribal government;* a public transit agency or authority;* a public toll authority;* a metropolitan planning organization; and* a group of 2 or more eligible entities detailed above, applying through a single lead applicant.
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44	Describe any technological advances that your proposed products or services offer.	<p>The main technological advances our platform has is the following:</p> <ul style="list-style-type: none"> * 1 unified database for all modules * min 3rd party integrations to reduce latency and failure points * Complete modular parking solution that covers Permit app on the web, Native Permit app on iOS, Native Permit app on Android, Hand Held Enforcement of Permits and other parking rights, Vehicle LPR <p>Some VALUE ADDS are the following:</p> <p>SPECIAL EVENTS: Blinkay Suite has a module to issue coupons that can be redeemed in the permit app or parking meters or pay by phone apps. These coupons can be defined following different business rules, what we name as campaigns. For example,</p> <ul style="list-style-type: none"> * being used only 3 times per week up to 10 uses or * being used only 2 times inside one zone every day for the holiday season * First free parking one time usage only * Or one free parking every 10 parking sessions that exceed xx dollars <p>The reporting module allows the municipality to</p> <ul style="list-style-type: none"> * Track the success of the campaign * What business rules are working for the campaign * Determine if municipality needs to issue more coupons or reduce the unused coupon float or terminate the unused coupons <p>SCALABLE REPORTING TOOL Blinkay platform offers a range of dashboards and real-time reports that will allow managers/ decision-makers to do all needed analysis in order to take informed decisions., below some examples of available dashboards Blinkay can be tailored to its dashboard or reporting to the special needs of the customer.</p> <p>ELECTRIC VEHICLE MANAGEMENT The system allows the management of charging points of multi-manufacturer electric vehicles through different communication protocols: 232, 422 or Ethernet, turning the parking meter into an access point and electric vehicle charging management point.</p> <ul style="list-style-type: none"> * Access by registration through connection to DGT for the vehicle category * Continuous monitoring of the charging post and its status in real-time using PX * Access management and payment with cards <p>MUNICIPAL SERVICES + TOURISM MODE BLINKAY platform allows the town to provide parkers or tourists information about the town events or services. The app can be programmed easily from the Blinkay Suite to offer information about:</p> <ul style="list-style-type: none"> * Where to sleep * Where to eat * town attractions * town transportation information (bus, train, subway maps) * What's nearby me * Town events or parking with promotional coupons. * The parker can access the town services from the main menu: * Blinkay Suite has a simple graphical interface that allows the town to create the list of services as a logical tree with folders and subfolders, and maintain it remotely thanks to the secure web services implemented in the Blinkay platform; <p>ECO-FRIENDLY PARKING RECEIPT The Blinkay platform allows the municipality to redefine the old hardcopy printing receipt concept by reducing the use of paper without impacting the parker's experience.</p> <p>Because Blinkay is a real-time system and connected to the payment processor it can guarantee that all the payment parking rights are pushed in real time to any enforcement system and to the parkers email or smartphone; that is why parkers do not need a hardcopy parking receipt as proof of having a valid parking right session.</p> <p>Blinkay proposes by default the SMS/WhatsApp receipt option. The parker can override this option. The digital receipt is promoted by adding an extra advantage for the parker: they will receive an SMS before their permit parking right expires.</p>
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45	Describe any "green" initiatives that relate to your company or to your products or services, and include a list of the certifying agency for each.	<p>Blinkay has two distinct deliverables that are "green":</p> <ol style="list-style-type: none"> 1. We do not issue paper permits, all permitting is tied to the unique license plate information. The permit is for parking rights so the license info is perfectly ideal for enforcement needs. 2. Particulate Matter (PM) Sensors - The Chrono meter can come equipped with environmental sensors that can sample the air, understand the pollution status, and then adjust parking rates in the high pollution zone, with the intent to push cars out of the area, to let the PM dissipate to relatively safe levels. <p>SUMMARY: An autonomous solar powered, highly reliable sensor to capture air quality, rain and noise data. Once the data is captured and centralized, in real-time, to the Blinkay Suite management may review the data point reports then take the required actions. The sensors may be placed inside the Blinkay Chrono.</p>	*
46	Detail any benefits or impact on the climate realized from your offering such as: the reduction of congestion and/or air pollution, including greenhouse gases or improvement of energy efficiency.	<p>With the permit/reservations system the benefit is immediate. Please go to the following link, to read a short article about the Gloucester Reservation Permit solution, and how it vastly reduces congestion, since no one tries to go to the popular beach lots unless they already have a reservation made. The action has greatly reduced the traffic, the frustrations of parking in a popular area, and of course the environment is helped because no extra cars are on the road trying to park only to be told to turn around and find parking elsewhere.</p> <p>https://www.bostonglobe.com/2023/06/16/metro/no-more-sweating-spot-beach/</p>	
47	Identify any third-party issued eco-labels, ratings or certifications that your company has received for the equipment or products included in your Proposal related to energy efficiency or conservation, life-cycle design (cradle-to-cradle), or other green/sustainability factors.	<p>Blinkay, as an organization, specializes in design, development and manufacture of parking meters and design and development of parking management software and related applications, committed to quality and for the care of the environment and the safety and health of workers in their service provision and for this reason it has implemented an integrated management system based on the UNE EN ISO 9001, UNE EN ISO 14001 and UNE EN ISO 45001 standards. Integrated management is the tool for continuous improvement, as well as a key factor in the development of the organization.</p>	*
48	Describe any Women or Minority Business Entity (WMBE), Small Business Entity (SBE), or veteran owned business certifications that your company or hub partners have obtained. Upload documentation of certification (as applicable) in the document upload section of your response.	<p>Blinkay is not a registered Women or Minority Business Entity (WMBE), Small Business Entity (SBE), or veteran owned business.</p>	*
49	What unique attributes does your company, your products, or your services offer to Sourcwell participating entities? What makes your proposed solutions unique in your industry as it applies to Sourcwell participating entities?	<p>Blinkay offers a full menu of parking control options. All Blinkay solutions interface with each other, and we aggregate all data into our back-office, so decisions and needed actions may be made and recognized.</p> <p>No Blinkay customer must commit to Blinkay's full offering at once, but instead may scale their solution adoption over time, as their own needs require.</p>	*

Table 9A: Warranty

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

Line Item	Question	Response *	
50	Do your warranties cover all products, parts, and labor?	Yes, the warranty covers ALL product parts and software. (Note: Part breakage due to vandalism is not covered under the Blinkay warranty.)	*
51	Do your warranties impose usage restrictions or other limitations that adversely affect coverage?	No	*
52	Do your warranties cover the expense of technicians' travel time and mileage to perform warranty repairs?	<p>Blinkay provides 2 types of offerings. A majority are software based and are supported from a North American help desk, support team. The requirements to have a technician travel for our software offerings is not required.</p> <p>Our hardware offerings; Our Chrono multi-space meter comes with a 48 hour turn time for a replacement part to be shipped to the client. The client RMA process is simple and straightforward. Once the part request is made, the part is scheduled out to the client within 48 hours. We always recommend the client purchase a logical seed stock of parts that will allow for 100% up time for the meters.</p> <p>NOTE: If Blinkay believes a technician needs to be on site to correct an issue that cannot be resolved remotely. YES, Blinkay will be covering the cost to support the fix under warranty.</p>	*
53	Are there any geographic regions of the United States or Canada (as applicable) for which you cannot provide a certified technician to perform warranty repairs? How will Sourcewell participating entities in these regions be provided service for warranty repair?	Blinkay USA has the capability and scope to support both the USA and the Canadian market. Receiving support is explained in the previous answer.	*
54	Will you cover warranty service for items made by other manufacturers that are part of your proposal, or are these warranties issues typically passed on to the original equipment manufacturer?	<p>N/a - Everything Blinkay is proposing to deliver will be covered under a warranty. The limits are hardware coverage for 13 months after the install date, and software is covered throughout the contract period and any extensions.</p> <p>Note: If it is required, warranty service's may be provided throughout the contract period. An extended parts replacement program fee is provided within the pricing section of this response.</p>	*
55	What are your proposed exchange and return programs and policies?	<p>Blinkay offers a "Parts Exchange Program". It is designed so the customer is never without a spare part, and may replace any defective part within minutes of the alarm being recognized. Blinkay ensures this timely response because we provide our customers with a seed stock of spare parts, which the customer pulls from to replace a defective part. Then the customer calls or write Blinkay with the issue, Blinkay issues an RMA number and the customer has 2 weeks to mail back the defective part. Blinkay, after providing the customer with the RMA number will mail out a replacement part for the seed stock within 48 hours.</p> <p>The amount of seed stock is typically 2 meters worth of spare parts, or 5% of the install base"; whichever is greater.</p>	*
56	Describe any service contract options for the items included in your proposal.	- End User Support- Blinkay can provide end user support through email or chat for the reservation / permit system. Blinkay will need to understand the requirements and then will be able to generate a quote for the services provided to the end users. We also offer extended warranty for the Chrono meters parts, at the City's option.	*

Table 9B: Performance Standards or Guarantees

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

Line Item	Question	Response *
57	Describe any performance standards or guarantees that apply to your services	Please refer to the Step 2 section of this response, in the Warranty Information section. Blinkay has provided a complete and comprehensive Service Level Agreement (SLA) document.
58	Describe any service standards or guarantees that apply to your services (policies, metrics, KPIs, etc.)	Please refer to the Step 2 section of this response, in the Warranty Information section. Blinkay has provided a complete and comprehensive Service Level Agreement (SLA) document.
59	Describe how you will measure cost savings and/or performance improvements with the utilization of your solutions.	All data from Blinkay modules generate real-time transactions. The data is then consolidated into dashboards, whereby management can set metrics and goals to attain per hour, per day, per week or permit month data analytics. An example regarding permit performance is that we maintain exact count sold per day, and we automatically block sales when sold out. Another example, we can use dynamic pricing and reduce the permit price when the availability is very high.
60	Describe how you use Curb Data Specification (CDS) and how you would further develop these standards in the future.	Our Blinkay solution offers the following feedback for curb data, such as meter transactions, phone parking transactions, ticket transactions, plate scans done by foot officers, vehicle LPR scans. All consolidated data allows us to predict future occupancy for the curb zones and calculate dynamic pricing to the agency in charge.
61	Describe your experience with Mobility Data Specification (MDS), as well as how you use MDS to help improve agencies' transportation systems.	We support the standard MDS protocol, and encourage all agencies to use these standards with vendors. Our team has developed more than 50 interfaces, with parking vendors world-wide, and we always connect to a 3rd party system or a city's in-house system using MDS protocol or proprietary API specification if they are not ready.

Table 10: Payment Terms and Financing Options

Line Item	Question	Response *
62	Describe your payment terms and accepted payment methods.	Terms: Net 30 (negotiable) Payment Types: Credit Card, Bank Transfer, Cashiers Check, Business Check, P-Card
63	Describe any leasing or financing options available for use by educational or governmental entities.	Blinkay offers the purchasing partner all of what is asked for, and we will provide Leasing, Financing and Transactional pricing, so the customer will have multiple options and access points to the Blinkay solution.
64	Describe any standard transaction documents that you propose to use in connection with an awarded contract (order forms, terms and conditions, service level agreements, etc.). Upload a sample of each (as applicable) in the document upload section of your response.	With our experience, we adapt to city standards and their contract documents. As an example, we have just accepted the standard contract of Salt Lake City.
65	Do you accept the P-card procurement and payment process? If so, is there any additional cost to Sourcewell participating entities for using this process?	Yes; we accept the P-Card. It is our assumption based on our offering, the P-card would not be used at any significant level, but nonetheless we do accept the form of payment.

Table 11: Pricing and Delivery

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

Line Item	Question	Response *
66	Describe your pricing model (e.g., line-item discounts or product-category discounts). Provide detailed pricing data (including standard or list pricing and the Sourcewell discounted price) on all of the items that you want Sourcewell to consider as part of your RFP response. If applicable, provide a SKU for each item in your proposal. Upload your pricing materials (if applicable) in the document upload section of your response.	Please go to Step 2 of the response, and review the detailed PRICING response that has been uploaded.
67	Quantify the pricing discount represented by the pricing proposal in this response. For example, if the pricing in your response represents a percentage discount from MSRP or list, state the percentage or percentage range.	Please go to Step 2 of the response, and review the detailed PRICING response that has been uploaded.
68	Describe any quantity or volume discounts or rebate programs that you offer.	Please go to Step 2 of the response, and review the detailed PRICING response that has been uploaded.
69	Propose a method of facilitating "sourced" products or related services, which may be referred to as "open market" items or "nonstandard options". For example, you may supply such items "at cost" or "at cost plus a percentage," or you may supply a quote for each such request.	Blinkay will offer standard pricing discounted from our list prices. In the cases where the customer has requirements beyond the scope of our offering; we we provide an itemized quote and updated adjusted price (if applicable). Please go to Step 2 of the response, and review the detailed PRICING response that has been uploaded.
70	Identify any element of the total cost of acquisition that is NOT included in the pricing submitted with your response. This includes all additional charges associated with a purchase that are not directly identified as freight or shipping charges. For example, list costs for items like pre-delivery inspection, installation, set up, mandatory training, or initial inspection. Identify any parties that impose such costs and their relationship to the Proposer.	Please go to Step 2 of the response, and review the detailed PRICING response that has been uploaded.
71	If freight, delivery, or shipping is an additional cost to the Sourcewell participating entity, describe in detail the complete freight, shipping, and delivery program.	Blinkay will only charge the actual cost of freight to the customer, no more and no less. Please go to Step 2 of the response, and review the detailed PRICING response that has been uploaded.
72	Specifically describe freight, shipping, and delivery terms or programs available for Alaska, Hawaii, Canada, or any offshore delivery.	Terms for these distinct regions are the same terms spelled out in the previous response; only actual freight charges will apply. Please go to Step 2 of the response, and review the detailed PRICING response that has been uploaded.
73	Describe any unique distribution and/or delivery methods or options offered in your proposal.	One unique method to ship the Blinkay Chrono meter parts is with our 48 hour response program. Our clients will request an RMA if a part is bad. Based on this RMA being issued, we will ship the replacement part within 48 hours, days before the bad part arrives from the client to Blinkay.

Table 12: Pricing Offered

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

Table 13: Audit and Administrative Fee

Line Item	Question	Response *
75	Specifically describe any self-audit process or program that you plan to employ to verify compliance with your proposed Contract with Sourcewell. This process includes ensuring that Sourcewell participating entities obtain the proper pricing, that the Vendor reports all sales under the Contract each quarter, and that the Vendor remits the proper administrative fee to Sourcewell. Provide sufficient detail to support your ability to report quarterly sales to Sourcewell as described in the Contract template.	We will assign each Sourcewell account first with a Sourcewell Main account number, and the sub account number will be the actual client. Based on simply tagging the account number we will issue to Sourcewell all transactions tied to their account. This results in Sourcewell receiving new contract info, sales/invoices issued, even collections from the accounts. This data will allow total transparency to Sourcewell and allow your office to reconcile any information Sourcewell would like to confirm. Blinkay will also allow the Sourcewell audit team to visit annually to review any records we have to confirm our compliance.
76	If you are awarded a contract, provide a few examples of internal metrics that will be tracked to measure whether you are having success with the contract.	The key metrics for Blinkay is the customer's satisfaction level. We always meet with the customer to confirm scope and expectations, both technically and scheduling. These two metrics alone will have a large impact on customer satisfaction.
77	Identify a proposed administrative fee that you will pay to Sourcewell for facilitating, managing, and promoting the Sourcewell Contract in the event that you are awarded a Contract. This fee is typically calculated as a percentage of Vendor's sales under the Contract or as a per-unit fee; it is not a line-item addition to the Member's cost of goods. (See the RFP and template Contract for additional details.)	5% - As stated in other sections of this response; Blinkay sees this partnership as a potential to enhance our presence in the US market and as a result, sharing 5% of our gross revenues on all offerings accepted in our proposal is an overhead cost of real value to Blinkay.

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

Line Item	Question	Response *
78	Provide a detailed description of the equipment, products, and services that you are offering in your proposal.	<p>Blinkay Reservation: A web application that allows your customers to pre book a parking session for your on or off street parking zones.</p> <p>Blinkay Permit: A web application allowing residents to apply for a residential permit via web portal. It supports many different types of permits and use case work flows.</p> <p>Blinkay app: Optimized to be used by customers to pay for curbside parking or off street parking. The app is available on the App stores, from Apple or Android. Also available in web portal (download free)</p> <p>Blinkay Suite: Blinkay's back office web portal which has all Blinkay offerings fully integrated into one web portal. Fully customizable reports and dashboards to view any data point of interest. All the rates are unified in one repository, which allows multiple vendors to work together towards the customer's goals.</p> <p>As value added, we include: Blinkay Ticket: Module uses an Android app to scan license plates using LPR technology. Officers are able to validate active or expired parking sessions and can issue digital citations or warnings. Blinkay ticket may be used by a foot officer or integrated with 3rd party vehicle mounted LPR cameras. The officers are able to view and print the citations using a zebra printer.</p> <p>Blinkay Chrono: Multi-space meter with a 10.1 inch LCD screen utilizing a multimedia interface to reduce transaction times. Completely made of 304 Stainless steel. Standard EMV card reader and an adjustable 360 degree directional solar panel.</p> <p>The meter is capable of running ALL enforcement types: e.g. Pay and Display, Pay by Space and Pay by License Plate.</p>
79	Within this RFP category there may be subcategories of solutions. List subcategory titles that best describe your products and services.	B.Reservation, B.Permit, B.App, B.web portal, B.suite, B.Ticket and B.Chrono
80	Describe your products and capabilities in regard to integration, such as: Improving integration of systems and promotion of connectivity of infrastructure, connected vehicles, pedestrians, bicyclists, and the broader traveling public.	<p>Blinkay has a complete unified parking solution allowing the municipality to minimize the user integration requirements. When integrations are required with 3rd party systems, we have a preference to use real-time web services. If this is not available we will adapt to the interface specification available at the time of implementation. Our pricing supports batch interfaces, web service integration and advanced integrations.</p> <p>For infrastructure we are 100% certified with Microsoft Equinix and can scale the processing and storage.</p> <p>Pedestrians can use the smartphone for parking permit processing and hourly parking. We currently have over 1,000,000 subscribed users world-wide.</p> <p>For connected vehicles, our native Android and Apple applications will one day be part of the vehicle on screen processing for real-time connectivity with the driver.</p> <p>For bicyclists, we offer a simple process for enforcement, to make sure the drivers do not interfere with the bicycle lanes.</p>
81	Describe how you will promote public and private sharing of data for the use of open platforms, open data formats, technology-neutral requirements, and interoperability, while ensuring cybersecurity, technology standards, and protection of individual privacy.	<p>All private data will be protected. Any sharing of data must be on data that does not impact the privacy policies set by government agencies. For example in most data exchanges data like transaction id, start date/time, end date/time, vehicle plate, zone.</p> <p>To protect customer data, Blinkay is PCI DSS and ISO 27.001 certified. During the payment processing, we do not see, nor store the credit card information. We use tokens provided by the payment processor.</p> <p>We work with QSA consultants approved by the PCI organization to maintain our PCI certification.</p> <p>Our insurance covers cyber security attacks. Also using 3DS security payment processing allows the credit card to be safe when stolen.</p>

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

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

Line Item	Category or Type	Offered *	Comments
82	Digitization of inventory and regulations, including creation of sector or citywide digital curb.	<input type="radio"/> Yes <input checked="" type="radio"/> No	
83	Sensors and cameras, including installation services.	<input type="radio"/> Yes <input checked="" type="radio"/> No	
84	Issue application programming interfaces (APIs) and build services around them: i. Historical and/or real-time monitoring and performance reporting; ii. Curb availability (parking, loading, etc.), reservations, and driving directions; iii. Predictive modeling.	<input checked="" type="radio"/> Yes <input type="radio"/> No	Once the specification can be provided, Blinkay will work up a quote for the development. Programming rates are listed in the Pricing Section Document that has been loaded into Sourcewell's portal.
85	Data, software, and hardware implementation, integration, and management; i. Internal and external integration; ii. Integration of old data and collection of new data; iii. Data warehousing.	<input checked="" type="radio"/> Yes <input type="radio"/> No	
86	Digitized permit systems, including dynamic pricing.	<input checked="" type="radio"/> Yes <input type="radio"/> No	
87	V2I technology with scalability.	<input type="radio"/> Yes <input checked="" type="radio"/> No	
88	Intelligent transportation systems, such as transit signal priority, transportation system controllers, and digital signage.	<input type="radio"/> Yes <input checked="" type="radio"/> No	

Table 15: Exceptions to Terms, Conditions, or Specifications Form

Line Item 89. NOTICE: To identify any exception, or to request any modification, to Sourcewell standard Contract terms, conditions, or specifications, a Proposer must submit the proposed exception(s) or requested modification(s) via redline in the Contract Template provided in the "Bid Documents" section. Proposer must upload the redline in the "Requested Exceptions" upload field. All exceptions and/or proposed modifications are subject to review and approval by Sourcewell and will not automatically be included in the Contract.

Do you have exceptions or modifications to propose?	Acknowledgement *
	<input type="radio"/> Yes <input checked="" type="radio"/> No

Documents

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

1. Documents in PDF format are preferred. Documents in Word, Excel, or compatible formats may also be provided.
2. Documents should NOT have a security password, as Sourcewell may not be able to open the file. It is your sole responsibility to ensure that the uploaded document(s) are not either defective, corrupted or blank and that the documents can be opened and viewed by Sourcewell.
3. Sourcewell may reject any response where any document(s) cannot be opened and viewed by Sourcewell.
4. If you need to upload more than one (1) document for a single item, you should combine the documents into one zipped file. If the zipped file contains more than one (1) document, ensure each document is named, in relation to the submission format item responding to. For example, if responding to the Marketing Plan category save the document as "Marketing Plan."

- [Pricing](#) - Blinkay SourceWell Pricing sheet.pdf - Monday December 04, 2023 09:17:39
- [Financial Strength and Stability](#) - Financials BLINKAY Mobility 2021.pdf - Thursday November 30, 2023 09:13:05
- [Marketing Plan/Samples](#) - Blinkay Full Offering Marketing Flyers.pdf - Monday December 04, 2023 10:21:44
- WMBE/MBE/SBE or Related Certificates (optional)
- [Warranty Information](#) - Blinkay USA SLA Standard 2023.docx.pdf - Sunday December 03, 2023 15:49:45
- [Standard Transaction Document Samples](#) - Permit & Res - 9 Use Cases Screen Flows.pdf - Monday December 04, 2023 11:02:36
- Requested Exceptions (optional)
- [Upload Additional Document](#) - Value Added Blinkay Offerings.docx - Google Docs.pdf - Thursday November 30, 2023 14:33:17

Addenda, Terms and Conditions

PROPOSER AFFIDAVIT AND ASSURANCE OF COMPLIANCE

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

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

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

By checking this box I acknowledge that I am bound by the terms of the Proposer's Affidavit, have the legal authority to submit this Proposal on behalf of the Proposer, and that this electronic acknowledgment has the same legal effect, validity, and enforceability as if I had hand signed the Proposal. This signature will not be denied such legal effect, validity, or enforceability solely because an electronic signature or electronic record was used in its formation. - Paolo Barsanti, Director of Operations, BLINKAY USA 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_9_Curb_Management_Technologies_RFP_120423 Wed November 22 2023 09:20 AM	<input checked="" type="checkbox"/>	3
Addendum_8_Curb_Management_Technologies_RFP_120423 Tue November 21 2023 04:42 PM	<input checked="" type="checkbox"/>	2
Addendum_7_Curb_Management_Technologies_RFP_120423 Mon November 20 2023 04:39 PM	<input checked="" type="checkbox"/>	5
Addendum_6_Curb_Management_Technologies_RFP_120423 Tue November 14 2023 04:30 PM	<input checked="" type="checkbox"/>	2
Addendum_5_Curb_Management_Technologies_RFP_120423 Fri November 10 2023 04:30 PM	<input checked="" type="checkbox"/>	1
Addendum_4_Curb_Management_Technologies_RFP_120423 Wed November 8 2023 04:04 PM	<input checked="" type="checkbox"/>	1
Addendum_3_Curb_Management_Technologies_RFP_120423 Mon October 30 2023 03:54 PM	<input checked="" type="checkbox"/>	3
Addendum_2_Curb_Management_Technologies_RFP_120423 Fri October 27 2023 02:12 PM	<input checked="" type="checkbox"/>	1
Addendum_1_Curb_Management_Technologies_RFP_120423 Fri October 20 2023 04:21 PM	<input checked="" type="checkbox"/>	2