

**Solicitation Number: RFP #120423****CONTRACT**

This Contract is between Sourcewell, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 (Sourcewell) and Blue Systems USA, Inc., 4136 Del Rey Avenue, Suite 617, Marina del Rey, CA 90292 (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 Sourcwell 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 Sourcwell 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

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

Sourcewell

Blue Systems USA, Inc.

DocuSigned by:
Jeremy Schwartz
C0FD2A139D06489...
By: _____
Jeremy Schwartz
Title: Chief Procurement Officer
1/15/2024 | 6:47 PM CST
Date: _____

DocuSigned by:
Irina Slavina
E45E49989FD742A...
By: _____
Irina Slavina
Title: Head of Legal & Business
1/12/2024 | 6:54 PM CET
Date: _____

RFP 120423 - Curb Management Technologies with Related Services

Vendor Details

Company Name: Blue Systems
4136 del rey ave
Address: marina del rey, CA 90292
Contact: Irina Slavina
Email: bids@bluesystems.ai
Phone: 224-558-6329
HST#:

Submission Details

Created On: Monday October 23, 2023 17:35:49
Submitted On: Monday December 04, 2023 13:26:34
Submitted By: Irina Slavina
Email: bids@bluesystems.ai
Transaction #: c6dccad8-b1a7-461a-a1b8-9f7bc80fcb62
Submitter's IP Address: 38.15.223.64

Specifications

Table 1: Proposer Identity & Authorized Representatives

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

Line Item	Question	Response *
1	Proposer Legal Name (one legal entity only): (In the event of award, will execute the resulting contract as "Supplier")	Blue Systems USA, Inc.
2	Identify all subsidiary entities of the Proposer whose equipment, products, or services are included in the Proposal.	N/A
3	Identify all applicable assumed names or DBA names of the Proposer or Proposer's subsidiaries in Line 1 or Line 2 above.	Blue Systems Blue Systems Smart Mobility
4	Provide your CAGE code or Unique Entity Identifier (SAM):	Unique Entity ID is V1TXFF9ST8E6
5	Proposer Physical Address:	4136 Del Rey Ave Suite 617, Marina Del Rey, CA 90292
6	Proposer website address (or addresses):	https://www.bluesystems.io/
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):	Irina Slavina Head of Legal & Business 4136 Del Rey Avenue, Marina del Rey, CA 90292 Irina.slavina@bluesystems.ai (224) 558-6329
8	Proposer's primary contact for this proposal (name, title, address, email address & phone):	Christy Hirsch Head of Growth 4136 Del Rey Avenue, Marina del Rey, CA 90292 Christy.hirsch@bluesystems.ai (707) 479-5168
9	Proposer's other contacts for this proposal, if any (name, title, address, email address & phone):	Pierre Bouffort Head of Product Pierre.bouffort@bluesystems.ai (347) 993-0753

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>Blue Systems was established in 2014 as a mobility/tech startup backed by large French publicly traded company Bolloré Group. The Group has an extensive history and large footprint in the Smart City arena including mobility, curb and related technology Smart Mobility offerings. Indeed, over 300 municipalities in Europe use our parking and curb management platform enabling cities to maximize the usage of curbs by all competing stakeholders and make parking operations most efficient. Starting in 2015, we launched and operated station-based EV carshare services in Los Angeles and Indianapolis, managing parking reservations, charging stations, vehicle usage and all related data analytics.</p> <p>Then, in 2019, in partnership with LA DOT, we contributed to the development of the MDS standard and pivoted to exclusively offering software solutions of the Smart City data platform previously used to power carsharing schemes. As a result, we became the first company in the world to offer an MDS-based Platform for shared mobility management. Since that time, many cities and other transportation authorities have used our Smart City Platform for their mobility operations on both sides of the Atlantic. Those cities include London, New York City, San Jose and Santa Monica, CA, Lyon, FR and many others.</p> <p>Subsequently, we entered into strategic partnerships with the leading experts and curb management and extended the Smart City Platform to include curb management functionalities. Currently, the Platform is being used for curb digitalization and management purposes by the cities of San José and San Francisco. We are also preparing to launch a bike lane safety / curb management project with Miami-Dade County within the USDOT Smart Grant project.</p> <p>Due to our French connection, we have dual HQ – one in Los Angeles for North America and the other one in Paris. We also have presence in New York City and Indianapolis.</p> <p>Our mission is to enable cities to change user behavior and take control of their streets and public right of way for a more efficient, greener, safer, equitable and financially sustainable mobility and curb operations.</p>
11	What are your company's expectations in the event of an award?	<p>Upon the award of this contract, our expectations are to build upon the existing momentum by expanding the number of customers utilizing the Sourcewell program. Blue Systems has a track record of enhancing customer engagement each year, and we anticipate this trend to continue and even accelerate with this new partnership.</p> <p>In collaboration with Sourcewell, Blue Systems plans to engage in numerous internal training events, in support of our mutual growth and understanding. Additionally, we will participate in regional events, fostering a stronger community presence and collaborative spirit.</p> <p>Furthermore, we have developed and integrated marketing materials that are now a staple in Blue Systems' marketing toolkit and RFP responses. This synergy in marketing efforts not only underscores our commitment to the Sourcewell program but also amplifies our outreach to potential customers.</p> <p>With the award of this contract, Blue Systems is poised to further these initiatives, ensuring that both our organizations move forward together towards greater success and customer acquisition and satisfaction.</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>As a wholly owned subsidiary of a large, publicly traded company, we enjoy full backing of this international conglomerate – Bolloré Group, www.bollore.com/en. The company has over 50 thousand people working for it in over 100 counties all over the world, with over 1.5 billion euros in annual revenue. The company's 2022 financial report can be found here: https://www.bollore.com/bollo-content/uploads/2023/05/0502_boll22t023_rapport-d-activite_2022_gb_mel.pdf</p> <p>Blue Systems takes full advantage of the Group's resources, which translates into many aspects of our operations. These examples include:</p> <ol style="list-style-type: none"> (1) an ability to undertake and maintain the most stringent data security and data privacy practices, policies and procedures (e.g., we are ISO27001 certified); (2) Group insurance coverages, including cyber liability insurance with the most generous limits; (3) Continuity of knowledge and human resources – we have almost no employee turnover in the last five years; and (4) Availability of a financial guarantee of Blue Systems' obligations by its large parent company. <p>But, perhaps the most important indicator of Blue Systems' financial stability is the fact that we do not rely on venture capital, do not engage in any fundraising efforts and do not depend on the current volatility of the tech market. This independence enables us to prioritize long-term strategies and client satisfaction, freeing us from the pressures of venture capital fundraising. Bolloré Group has recently celebrated its 200th anniversary – we are here to stay!</p>

13	What is your US market share for the solutions that you are proposing?	The market for Smart City platforms encompasses a variety of solution categories, and external market share data is not readily available. According to our internal metrics, we rank as the top provider in our target market segment. In the United States, we have over 60% market share in tier 1 cities with population of over 2 million. It's worth noting that our market strategy is intricately linked to our status as an integral part of one of the world's top 500 corporations. This association underlines our commitment to robust business fundamentals in every interaction with our accounts. Our focus is on sustainable growth and high-quality service, ensuring long-term value and stability in the market.	*
14	What is your Canadian market share for the solutions that you are proposing?	In our commitment to delivering exceptional services globally, we have strategically aligned with respected partners who have a strong presence in Canada. This collaboration has enabled us to extend our reach into key Canadian markets, including major cities like Vancouver, Toronto, Calgary, Edmonton, Ottawa, and more. Our unified approach ensures seamless integration and consistency in the quality of service we offer. As we continue to expand our operations, our focus is on fostering deep, meaningful relationships with our clients. We are enthusiastic about the opportunities this partnership presents and are confident in our joint potential for growth in the Canadian market.	*
15	Has your business ever petitioned for bankruptcy protection? If so, explain in detail.	No	*
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>Our company is best described as a service provider specializing in Software as a Service (SaaS) solutions. We strategically assemble technology partners to deliver comprehensive curb management solutions, integrating advanced camera systems and other technologies to meet the specific needs outlined in this RFP.</p> <p>While we do not manufacture hardware, we ensure that all components of our solutions are seamlessly integrated and function cohesively. Our approach involves partnering with leading manufacturers for hardware elements, such as cameras, ensuring that each piece of equipment is optimally configured for our software platforms.</p> <p>Our sales and service force consists of dedicated employees of our company and partner companies for team selling. This structure allows us to provide tailored services and maintain a high level of customer engagement, from initial consultation to ongoing support.</p> <p>For implementation, we employ a team of skilled Project Managers who work closely with clients to develop and execute a customized implementation plan. Our approach is to manage the project end-to-end, coordinating with our network of qualified third-party installers for any necessary on-site work.</p> <p>For hardware installations, we collaborate with a select network of partners who are well-versed in our solutions. These partners provide local support and ensure that installations meet our high standards.</p> <p>In summary, as a SaaS provider, we bring together the best of technology partnerships and in-house expertise to deliver top-tier curb management solutions. Our relationship with our sales and service force, along with our partner network, is designed to deliver the products and services proposed in this RFP with efficiency, reliability, and excellence. Our commitment is to provide Sourcewell participating members with a team of experienced professionals dedicated to implementing successful curb management projects that are on time and within budget, backed by a proven track record in the industry.</p>	*
17	If applicable, provide a detailed explanation outlining the licenses and certifications that are both required to be held, and actually held, by your organization (including third parties and subcontractors that you use) in pursuit of the business contemplated by this RFP.	<p>We are ISO27001 certified and ensure data security and data safety for all our city customers.</p> <p>Blue Systems acknowledges that the curb management industry does not broadly mandate licenses for the provision of solutions. However, we recognize that certain states and localities may have specific licensing requirements for on-site implementation work. Blue Systems is committed to compliance with all local regulations and will acquire any necessary local licenses as required for specific project implementations.</p>	*
18	Provide all "Suspension or Debarment" information that has applied to your organization during the past ten years.	NONE	*

Table 3: Industry Recognition & Marketplace Success

Line Item	Question	Response *
19	Describe any relevant industry awards or recognition that your company has received in the past five years	<p>Blue Systems is a recognized and respected member in multiple, prominent Smart City, Mobility, and Transportation associations. This includes notable organizations like the Open Mobility Foundation, International Parking and Mobility Institute, International Association of Transportation Regulators, National Association of City Transportation Officials, North American Bikeshare and Scooter-share Association. In addition, we actively participate in 15+ additional regional or industry specific conferences and meetings throughout North America. Our involvement includes participating in panel discussions associated with these industry groups, and we frequently extend our experts for webinars and committee leadership roles. For each of these industry associations, we offer our subject matter experts as resources to participate in their events or trade shows.</p> <p>It's worth noting that our partners have been recognized with several prestigious awards in Australia, reflecting our commitment to excellence and innovation. These accolades include:</p> <ol style="list-style-type: none"> 1. World-first School Safety Invention (2023) highlighting our partner's dedication to creating pioneering solutions in school safety curb pick-up zones. 2. Parking Industry Awards for 'On-street Excellence in Technology and Innovation' (2023) 3. National Award for Environmental Mapping Technology (2021)
20	What percentage of your sales are to the governmental sector in the past three years	95%
21	What percentage of your sales are to the education sector in the past three years	0%
22	List any state, provincial, or cooperative purchasing contracts that you hold. What is the annual sales volume for each of these contracts over the past three years?	While we do not have any state, provincial or cooperative contracts currently, incorporating such contracts is an integral part of our strategic roadmap going forward. We recognize that this model is relatively new to many of our city clients, and we are committed to championing and providing clarity on this concept in the near future.
23	List any GSA contracts or Standing Offers and Supply Arrangements (SOSA) that you hold. What is the annual sales volume for each of these contracts over the past three years?	While we do not currently have any GSA contracts, we are in the process of getting on a GSA schedule. Our business strategy is to incorporate this sales mechanism as one of our sales channels.

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 *
Los Angeles Department of Transportation	Vladimir Gallegos	(213) 972-8470
San Jose Department of Transportation	Craig Dittmann	(408) 535-3500
New York City Department of Transportation	Brian Lee	(212) 839-4461

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 *
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Los Angeles Department of Transportation	Government	California - CA	Implemented Smart City Platform to manage and regulate shared mobility operators, create data-driven policies and regulations and to enforce those regulations within the Platform and in the field. Visualized real-time and historical data from taxis and TNCs, carshare, e-scooters and e-bikes, semi-autonomous delivery devices and vehicles, including curb usage data by these operators.	100+ million events processed since the beginning of collaboration. 15+ operators connected since the beginning of collaboration. 15k+ devices and vehicles connected live on average	\$742,669	*
San José Department of Transportation	Government	California - CA	Developed and implemented a Smart City Platform to collect and visualize data from curbs, shared mobility operators and autonomous delivery robots. Provided real time and historical data for the purposes of analytics, policymaking, and enforcement. Developed a public facing open data portal. Collected and digitized curb. Ingestion, conversion to CDS, and display of 2000+ curb spaces into the Curb Digital Twin. Creation of visualizations for analytics purposes. Digital display of Points of Interest (POIs) such as fire hydrants, no-parking zones, and bike racks.	10+ million events processed since the beginning of collaboration. 15+ operators connected since the beginning of collaboration. 2k+ devices connected live on average 2,000+ curb spaces digitalized	\$146,200	*
New York City Department of Transportation	Government	New York - NY	Developed and implemented a Smart City Platform to collect and visualize data from shared mobility operators. Provided real time and historical data mobility and parking data for the purposes of analytics, smart data-driven policy-making and enforcement of mobility policies within the Platform. Developed a unified User ID for the city to implement safety measures for mobility usage by end riders.	50+ million events collected since beginning of collaboration 5 operators connected since the beginning of collaboration. 10k+ devices and vehicles connected live on average	\$487,500	*

San Francisco Municipal Transportation Agency	Government	California - CA	<p>Developed and implemented a Smart City Curb Management Platform to collect and visualize data from curbs. Provided real time and historical data for the purposes of analytics, policymaking, and enforcement.</p> <p>Ingested and converted to CDS format 3100 metered curb spaces into the Curb Dashboard using the SFMTA data APIs. This ingestion and display of these curb spaces were true to scale and included all types of colored curbs (White, Yellow, General, Blue, Red). Displayed real time revenue collection data from SFMTA parking meters. Collected and digitized curb. Creation of visualizations for advanced analytics and heatmap overlay. Digital display of Points of Interest (POIs) such as fire hydrants, no-parking zones, and bike racks. The POI's help city officers ensure the digital curb being created does not overlap any POI in the map.</p>	<p>3,100 metered curb spaces connected</p> <p>Ingesting 6,000 events per day</p>	\$0 [Pilot]	*
Los Angeles Clean Tech Incubator for Santa Monica Zero Emission Zone	Government	California - CA	<p>Developed and implemented a Smart City Platform for Santa Monica's Zero Emission Delivery Zone. Connected delivery data from several semi-autonomous delivery robots or personal delivery devices (PDDs). Visualized delivery data in real time and historically in order to provide Santa Monica DOT with valuable insights and for the purposes of informed policy making and regulation on mobility and infrastructure.</p>	<p>2 delivery operators connected</p> <p>Over 18,000 trips visualized</p> <p>Over 13,000 miles of zero emission deliveries captured in the ZEDZ</p>	\$67,500	*

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.	<p>Our sales team develops relationships with regional organizations, solution providers and operators. For Sourcewell participating entities, the deep subject matter of expertise of our team can provide a consultative selling approach, where we can work with each potential client to determine the solution that best meets their needs.</p> <p>Blue Systems has 5 resources dedicated to sales and account management function for North America. Our team is located in California, New York and Indiana, covering the West Coast, East Coast, and the Midwest.</p>

27	Dealer network or other distribution methods.	<p>Blue Systems products and services are being distributed in several different ways. We work with the largest resellers to reach our municipal customers. They include Probrand and Insight. In addition, we form strategic partnerships with other large companies in the industry who act as our dealers and distributors, for example, Reino International Pty ltd, T/A Duncan Solutions Australia and others.</p> <p>As another example, as a solution provider, Blue Systems works with a number of leading mobility and parking consultants who, in turn, serve a network of cities and airports across the US. Those include Burns & McDonnell, Arup, Arthur D. Little, Cityfi and others. We also work with industry associations and cities directly on various US DOT grants and assist cities and regions in implementing their grant-funded initiatives. Finally, to secure government contracts, we respond to a significant number of public tenders issued by cities for mobility, curb and parking technology services.</p>	*
28	Service force.	<p>Our service force is one of our strongest suits. We have excelled in delivering Smart City platforms on-time and on-budget, to ensure our customers can accelerate their time to value project return. Our professional services team have multiple groups that support successful project implementations:</p> <ul style="list-style-type: none"> • Project Managers ensure that Smart City Platform meets and exceeds all customer expectations. They are responsible for hosting regular check-in meetings with cities, training new users, providing updates, training for new platform features and getting feedback and requests for future development. They also communicate regularly with mobility and delivery operators to ensure that any issues with incoming data are resolved quickly and to the satisfaction of each city • Technical resources advise cities on the best technology solutions to respond to cities' goals and aspirations for urban mobility, and then work with all stakeholders (city officials, mobility operators, infrastructure IoT providers, etc.) on implementing them. Fields of their expertise include managing the technical and functional requirements of the company product, coordinating communication with and among the customers, the sales team and the development team to align product roadmap with the customer request and company strategy. They are also responsible for ensuring that the customer requests are properly tackled and prioritized in the development roadmap. In addition, they assist the customers throughout their journey with Blue Systems from concept phase of the project to delivery and beyond. <p>Finally, it's worth nothing that being part of the large holding, we have the ability to scale our service team swiftly as we add new cities to our customer list.</p>	*
29	Describe the ordering process. If orders will be handled by distributors, dealers or others, explain the respective roles of the Proposer and others.	<p>For Sourcewell customers, Blue Systems will handle the ordering process internally, without any involvement of dealers, distributors or any other third parties.</p> <p>Our company utilizes a quoting process that includes a detailed product description and services offered to each customer. Our sales team collaborates directly with the Sourcewell participating entities to tailor the solution to their specific needs and generate a comprehensive quote. We have a wealth of experience in assisting participating entities in reviewing each quote, ensuring adherence to the Sourcewell price list.</p> <p>Once finalized, the quote serves as the official order record. For hardware components, this record is forwarded to our manufacturing partners for product assembly. For service-oriented solutions, it is directed to our Professional Services team to initiate project implementation. The Finance team also receives this record for invoicing purposes, in line with the agreed-upon terms.</p> <p>We understand that many Sourcewell participating entities may have their own Purchase Order (PO) processes. In such cases, we operate on a strict policy that requires the receipt of a PO from the customer before proceeding with any transaction. This policy ensures that there is a clear and traceable link from the Sourcewell price list to the solution quote, the customer's purchase order, and finally to the invoice. Our sales operations team is equipped to assist Sourcewell participating entities in this verification and matching process.</p> <p>Our company is committed to upholding all contractual terms outlined in our agreement with Sourcewell. We also recognize that participating entities may have additional contract requirements. From our extensive experience, we are adept at integrating these supplemental terms. We can leverage standard contracts from participating entities to complement the Sourcewell agreement and are prepared to provide templates for solution addendums that cover terms more specific to the solutions we offer.</p>	*

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>We pride ourselves on providing impeccable customer service to our clients. We provide general customer support via phone and email during regular business hours of each particular client, web portal and in-app chat ability to reach our customer support.</p> <p>Our support SLA stands as follows:</p> <p>Priority Level Guidelines: Severity Level 1 is assigned when one or more of the following conditions occur: the entire service is unavailable, service performance is severely degraded to the point where it's unusable, or the overall security of the system is significantly compromised. The acknowledgment target for such incidents is 30 minutes, and the resolution target is 6 hours. Communication about the progress should be provided every hour.</p> <p>Severity Level 2 is used when key functionality within a service is unavailable, but the service itself is operational. Additionally, users are unable to access the service to complete critical activities. The acknowledgment target for these incidents is 1 hour, and the resolution target is 2 business days. Communication updates are required every 4 hours.</p> <p>Severity Level 3 is applied when a user or users are unable to perform certain functions, but it doesn't prevent critical activities from being completed. The acknowledgment target is 1 business day, and the resolution target is 3-5 business days. There is no specific communication target mentioned for this level.</p> <p>Severity Level 4 indicates that there is no service impact, and it involves a request for advice and guidance on a non-service affecting issue. The acknowledgment target is 1 business day, and the issue can be addressed during the next regularly scheduled client meeting. No specific communication target is provided for this level.</p>	*
31	Describe your ability and willingness to provide your products and services to Sourcewell participating entities in the United States.	<p>Blue Systems is dedicated to providing our range of curb, mobility, and signage solutions to Sourcewell members throughout the U.S. Our focus is on cities and their departments of transportation, with our specialized teams ready to meet their unique needs. With a strong presence in Tier 1 cities in the United States, we're well-positioned to address the varied requirements of Sourcewell's network.</p> <p>We're committed to serving every U.S. region and will actively promote our contract to all Sourcewell segments, ensuring widespread access to our advanced solutions and robust support, aiming for a lasting, beneficial partnership with Sourcewell and its members.</p>	*
32	Describe your ability and willingness to provide your products and services to Sourcewell participating entities in Canada.	<p>Blue Systems is dedicated to providing our range of curb, mobility, and signage solutions to Sourcewell cities throughout Canada. Our focus is on cities and their DOTs, as well as regional transportation authorities, such as TransLink. Some of our key team members are also native French speakers which makes it helpful when working with cities in Quebec province.</p> <p>Furthermore, Blue Systems' affiliate company Blue Solutions has a significant presence in Quebec, including a manufacturing facility, which will make it easier if local resources or presence is needed for contracting with Canadian cities.</p> <p>In other words, we are well positioned to serve every Canadian city and region and will actively promote our Sourcewell contract to all existing and potential Sourcewell members, ensuring widespread access to our advanced solutions and robust support, aiming for a lasting, beneficial partnership with Sourcewell and its members.</p>	*
33	Identify any geographic areas of the United States or Canada that you will NOT be fully serving through the proposed contract.	Blue Systems will serve all geographic areas of the United States and Canada.	*
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?	Blue Systems has no prior agreements that would prevent it from promoting our Sourcewell contract. Furthermore, our company has national and international presence and will fully service every Sourcewell sector through the proposed contract.	*
35	Define any specific contract requirements or restrictions that would apply to our participating entities in Hawaii and Alaska and in US Territories.	There are no specific contract requirements or restrictions for Sourcewell entities in Hawaii, Alaska and US Territories.	*

Table 7: Marketing Plan

Line Item	Question	Response *
36	Describe your marketing strategy for promoting this contract opportunity. Upload representative samples of your marketing materials (if applicable) in the document upload section of your response.	<p>Blue Systems has an active marketing function that provides impactful content on Blue Systems and industry updates via multiple channels.</p> <p>We will actively promote this contract opportunity on our website, as well as through various social media channels we use. We will also employ direct-to-customer marketing campaigns that usually reach the largest audience consisting of transportation officials of cities and regional authorities in the United States and Canada. Our marketing team will create compelling yet clear and simple content with information and benefits to cities from engaging with Sourcwell, and will be responsive to any additional questions these campaigns could generate from your existing and potential members.</p> <p>We have also worked with the industry's most prominent paid internet content providers, such as, for example, SmartCitiesDrive.com. We have promoted our customer use cases and other important developments using this marketing channel.</p> <p>Furthermore, we will promote this contract opportunity within the network of our existing city customers.</p> <p>In addition, we attend over 10 industry conferences and events a year, which has proven to be very effective in promoting these types of opportunities to cities. We usually participate as speakers or other active participants or bring a team with a booth. Regardless of the form of participation, we will make sure to inform transportation officials of this contract opportunity and then subsequently follow up with an email.</p> <p>Finally, our membership in various prominent industry organizations, such as the OMF, NACTO, IATR, IPMI, NABSA and others gives us a powerful platform to reach many municipal and regional transportation authorities. We will make sure to use all opportunities to address cities about this Sourcwell contract and promote and ensure their participation.</p> <p>We have attached some of our marketing materials in the Documents section for your review.</p>
37	Describe your use of technology and digital data (e.g., social media, metadata usage) to enhance marketing effectiveness.	Please see our response to Question 36. Most of our marketing campaigns described in the Response to Question 36 are done by use of various sophisticated marketing technology tools, as well as social media channels. They include LinkedIn, Mailchimp service, paid internet content, and many others. To track marketing campaign performance, we monitor various key metrics such as open rates, click-through rates, conversion rates, and website traffic, among others to assess the effectiveness of our marketing efforts.
38	In your view, what is Sourcwell's role in promoting contracts arising out of this RFP? How will you integrate a Sourcwell-awarded contract into your sales process?	We understand that our sales efforts will be key in securing opportunities arising out of this RFP. We plan to integrate the benefits of working through a Sourcwell contract to our customers and prospective customers. To accomplish this, we will actively promote this contract opportunity using means described in our response to Question 36. We will also create new forms and templates clearly describing the products and services offered within the framework of this RFP to ease the process for the prospective customers. But we also see Sourcwell as a key partner in promoting the contracts from this RFP through your regular channels, offering crucial support to ensure customers understand the ease, efficacy and increased productivity enabled through participating with Sourcwell, as well as this way of contracting. We expect to maintain this collaborative approach. We're committed to working closely with Sourcwell to serve a wide range of customers.
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.	Not at this time.

Table 8: Value-Added Attributes

Line Item	Question	Response *
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40	Describe any product, equipment, maintenance, or operator training programs that you offer to Sourcewell participating entities. Include details, such as whether training is standard or optional, who provides training, and any costs that apply.	<p>Blue Systems offers a comprehensive suite of training programs to Sourcewell participating entities to ensure they fully leverage our products and services. These training programs include:</p> <p>Onboarding Training: This is a standard offering for all new clients. It is designed to familiarize them with our products, equipment, and maintenance procedures. The training is conducted by our skilled staff who are experts in our technology and service offerings.</p> <p>Help within the Platform: We provide ongoing support directly within our platform. This feature is designed to offer immediate assistance and guidance to users as they navigate and utilize various features, ensuring a smooth, self-service experience.</p> <p>Account Manager Assistance: Each Sourcewell member is assigned a dedicated Account Manager who is available to provide personalized support and training. The Account Manager ensures that all questions are answered, and any specialized training needs are met.</p> <p>Best Practice Webinars: In addition to actively engaging with clients throughout the year, we enhance client support by organizing annual or semi-annual webinars that bring together client organizations that are facing similar challenges and objectives, especially in the realm of policies and regulations.</p> <p>All training provided is part of our commitment to excellence and is included at no additional cost to Sourcewell participating entities. Our goal is to empower users with the knowledge and skills needed to optimize the use of our solutions, ensuring they achieve their operational objectives efficiently and effectively.</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>Our Platform is the one stop shop for:</p> <ul style="list-style-type: none"> • curb usage analytics; • mobility analytics across all modalities; • analytics about freight operations and micro mobility operations; • curb asset inventory; <p>Our Platform's robust data collection and analysis capabilities empower cities to make informed decisions that improve the safety and reliability of their transportation networks, especially for pedestrians, bicyclists, and the broader traveling public. This data can be analyzed in conjunction with safety data from healthcare services and law enforcement services through our vision zero dashboard. Ultimately our steering and control concept help city officials ensure all operations are compliant with the rules issued by the authorities.</p> <p>With this suite of tools that we provide, we will directly contribute to the safety and reliability of mobility and curb programs, in line with Vision Zero objectives. Concrete examples of these activities will include:</p> <ul style="list-style-type: none"> • Facilitating the implementation of clear and separated bike lanes by analyzing traffic flow and identifying optimal locations. • Supporting the promotion of alternative transportation modes through trend analysis and usage patterns to reduce vehicle congestion. • Assisting in the determination of critical areas for speed limit reductions by analyzing accident hotspots and traffic density. • Enhancing road safety through the strategic placement of speed feedback signs and pedestrian-activated flashing lights, guided by traffic and pedestrian movement analytics.

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>Our curb management system is designed to enhance urban mobility and access through advanced data analytics and real-time information sharing. Here's how our services will address the various aspects of curb management:</p> <p>Dynamic Pricing: Our system collaborates with mobility companies and drivers, employing GPS to monitor their curb usage. We also integrate with existing curbside vendors to gather comprehensive data on parking demand and usage. This dual data stream enables us to formulate and implement a dynamic pricing model tailored to the city's needs. For participating drivers, our platform facilitates automated revenue collection based on the fluctuating curb demand throughout the day. Moreover, we can relay real-time curb demand data to other vendors, allowing them to adjust their pricing dynamically in sync with city requirements.</p> <p>Improvements to Business Access: We provide participating mobility drivers with real-time updates on available curb spaces, significantly reducing the time spent in search of parking — known as "parking cruising." This not only improves curb-space utilization and reduces dwell time but also allows drivers to dedicate more time to their primary business activities.</p> <p>Traffic Flow: Our solution aims to alleviate traffic congestion by guiding drivers to immediately available curb spaces, thus reducing the time spent by commercial drivers in search of loading/unloading zones. By integrating data from various curbside vendors, we expand our coverage of curb availability, contributing to smoother traffic flow.</p> <p>Curb Traffic: We focus on minimizing the average time spent at each curb space by directing drivers to available spots in real-time. Collaborating with city authorities, we advocate for hybrid curb usage policies, enabling commercial drivers to use a wider array of curb spaces, barring specific restrictions. This approach allows for multiple, shorter, and more efficient stops, reducing overall dwell time.</p> <p>Impact on Essential Services: By optimizing dwell time and curb utilization, our system promotes efficient sharing of curb space among all users. This approach is designed to decrease traffic congestion and enhance the delivery of goods and services, especially in densely populated urban centers, thus supporting essential services and the community at large.</p> <p>In our commitment to seamless integration and consistency across our service offerings, we have ensured that our curb management solution aligns with our overarching data analytics platform, providing cities with a comprehensive approach to urban mobility and access.</p>
43	Describe your ability to perform projects related to the USDOT Smart Grant Program.	<p>We have extensive experience following and working within the structure of the USDOT Smart Grant Program. In fact, we actively participate in assisting transportation authorities with their Smart Grant applications to the USDOT. In addition, as a service and technology provider, we offer a comprehensive line of products and services prioritized and sought after by the US DOT by way of the Smart Grant.</p> <p>Leveraging our extensive experience with some of the largest mobility programs in the US and internationally, we are well-equipped to execute projects related to the USDOT Smart Grant Program. Our approach is characterized by:</p> <ul style="list-style-type: none"> • Data-Driven Insights: Utilizing real-time data and GPS tracking, we tailor our project designs to meet the nuanced demands of complex, urban environments. • Integrated Systems: Our expertise in merging data from existing urban infrastructures supports dynamic pricing and efficient curb management. • Operational Excellence: We streamline operations, minimize parking search times, and optimize curb space usage, leading to improved traffic flow and business access. • Strategic Partnerships: Our history of collaboration with key stakeholders, including city officials and commercial entities, ensures our projects align with community goals and the USDOT Smart Grant Program's vision. • Adaptive Solutions: Our platform's scalability allows us to effectively adapt our services to a variety of urban settings, reflecting the diverse needs of the USDOT Smart Grant Program. • Innovative Leadership: Our commitment to innovation is demonstrated through our continuous engagement with cutting-edge urban mobility advancements, ensuring our contributions to the USDOT Smart Grant Program related projects are both progressive and impactful. <p>Our track record of success in significant mobility initiatives positions us as a strong partner for the USDOT Program's objectives to transform urban spaces.</p>

44	Describe any technological advances that your proposed products or services offer.	<p>Our proposed products and services incorporate several technological advancements that set us apart in the field of urban mobility and curb management:</p> <ol style="list-style-type: none"> 1. Integrated Mapping and GPS Data: We leverage commonly available maps and overlay them with real-time GPS-based curb usage data from participating mobility companies. This integration provides city officers with a comprehensive and precise analysis of curb usage, enhancing their decision-making capabilities. 2. Advanced Data Ingestion: Our platform ingests real-time data from a variety of sources, including cameras, sensors, parking meters, and payment apps. This multi-source data triangulation offers a unique and valuable perspective for city officers to manage curbs effectively. 3. Dynamic Curb Management Dashboard: Our dashboard empowers city officers to digitize existing curb inventories and create new curbs digitally. Officers can adjust curb dimensions in real-time with virtual accuracy on maps, facilitating efficient urban space planning. 4. Real-Time Curb Availability: We provide participating drivers with instant access to available curb spaces through their native apps, such as the DoorDash driver app. This reduces parking search times and, consequently, urban congestion. 5. Near-Perfect OCR and GPS Accuracy: Our technology achieves near 100% Optical Character Recognition (OCR) and centimeter-level GPS accuracy, ensuring reliable data capture in all conditions, even in urban canyons where GPS signals are obstructed. 6. Environmental Feature Recognition: Our Enhanced Mapping Technology (EMT) memorizes scenes and recognizes environmental features such as street signs and landmarks, allowing for precise location tracking without the need for GPS. 7. Community Safety and Civic Compliance: Our systems monitor the use of public spaces to identify behaviors for civic compliance, reduce congestion, and ensure community safety. 8. Mobility data handling: Our systems have the capability to manage Big Data flows. Our advanced data analytics tools are robust to manage large and frequent volumes of data. We take pride in our superior data quality, that we achieve through our curation processes that operate with AI. 9. Advanced analytics: Our technological stack is composed of cutting-edge technologies that will help you leverage the insights you get from the data to better understand modal shift and run “what if” scenarios to evaluate the impacts of new policies. 10. Vision Zero: By collecting fragmented data from healthcare, emergency services, hardware components, cameras, sensors, and our partner companies, we can map safety risks such as accidents and near-misses data. <p>These technological advances demonstrate our commitment to providing cutting-edge solutions for urban curb management, aligning with the goals of modern, smart cities.</p>
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>We take pride in our strong commitment to environmental sustainability, which is evident in both our company practices and our product offerings.</p> <ol style="list-style-type: none"> 1. Company-wide Sustainability Plan: In January 2021, we adopted a company-wide Sustainability Plan that guides our actions and decisions. This plan encompasses various aspects of our company’s operations, including resource management, waste reduction, and energy efficiency. We actively implement the plan’s provisions in our everyday life as a company, demonstrating our dedication to minimizing our environmental footprint. Additionally, we support relevant non-profit organizations that share our sustainability goals. Finally, we incentivize employees to change their personal behavior to win a monetary prize. The Plan is attached in the Documents section of this RFP. 2. Environmental Feature in our Smart City Platform: We developed a powerful environmental feature within our Smart City Platform which tracks and quantifies the reduction of greenhouse gas (GHG) emissions within a certain jurisdiction as a result of implementing clean mobility and delivery options. Our Smart City Platform’s environmental Key Performance Indicator (KPI) allows cities to monitor the efficiency of shared mobility in terms of CO2 emission savings. It enables municipalities to compare and understand how much cleaner their air becomes as a result of replacing trips made in internal combustion engine (ICE) vehicles with electric vehicles (EVs), carsharing, e-scooters and e-bikes, electric delivery robots, etc. These statistics highlight the significant reduction in CO2 emissions achieved through clean transportation alternatives. Please refer to the attached white paper describing the results of Santa Monica Zero Emission Delivery Zone project in downtown Santa Monica, CA, managed with the help of Blue Systems Smart City Platform in cooperation with the Los Angeles Clean Tech Incubator (LACI). While this was a small scale project, the results demonstrate the potential for scalability to larger areas and populations. <p>We believe that positive statistics on the contribution of clean forms of mobility to tackling climate change issues can help cities justify their investment in new modes of transportation and smart mobility programs, thus ensuring their sustainable and equitable growth. While we do not have specific certifications to list at this time, our commitment to sustainability is demonstrated through our practices and features of our products.</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>Please see our response to Question 45 above. In addition, our solution directly addresses climate concerns by significantly reducing the time commercial drivers spend searching for curb space, a major factor in:</p> <ul style="list-style-type: none"> • Escalating traffic congestion • Elevated air pollution levels • Increased greenhouse gas emissions • Lowered energy efficiency <p>By offering real-time curb location data to drivers, our system minimizes the need for prolonged "parking cruising," thereby cutting down on unnecessary idling and driving. This reduction in search time is further enhanced by our platform's ability to integrate and process live data from various curbside vendors. Additionally, our deployment of digital signs that track the moment a car arrives and display the time remaining has proven to increase turnover by 60%, further alleviating congestion. The result is a comprehensive, up-to-the-minute picture of curb space availability, leading to smoother traffic flow, improved air quality, and greater overall energy efficiency.</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>Our company prioritizes sustainability and energy efficiency in the design and deployment of our products; however, we have not pursued third-party eco-labels, ratings, or certifications at this time. Our focus has been on the direct implementation of environmentally responsible practices and the development of features that contribute to reduced energy consumption and enhanced lifecycle design. We are committed to continuous improvement in this area and to exploring certification opportunities that align with our environmental goals and the value we deliver to our clients.</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>In 2018, our parent company, Bolloré Group adopted a Charter for Diversity and Inclusion, which we have fully endorsed. Promoting diversity is a major focus of our HR policies and practices, and in particular, gender equality and women rights.</p> <p>For example, we are proud to report that over 50% of our team are women. Moreover, when it comes to leadership positions, half of them is occupied by women with diverse backgrounds. Both our General Counsel (Irina Slavina) and Chief Financial Officer (Victoria Vanderlinden) are women who are first generation Americans. Both have overcome hardships and adversities in their careers prior to joining Blue Systems, and we are proud to support their continued professional growth.</p> <p>To give another example, while IT Project Management is a heavily male-dominated industry, several of our IT Project Managers are women. Emma de Corbiere has started with the company as a software developer and by now has been promoted to MDS Consultant and Policy Advisor, in charge of several developers and responsible for a successful implementation and running of our Smart City Platform in London and in Paris. As a final example, we hire and train women for software development positions as well – an area almost exclusively occupied by men. Our own Alexia Tissot has been successfully handling software integration and all data management issues with mobility operators in New York City.</p> <p>Finally, we routinely work with WMBE companies to support our contracts with large transportation authorities. For example, for our contract with the NYCDOT, we have contracted with MWBE companies to help better understand how to improve transportation equity and accessibility, particularly in underserved and equity-focus communities. Our WMBE partners help us collect insights and survey communities where a purely data-centric approach would leave us blind. These efforts are especially crucial for vulnerable communities that have historically had limited access to safe and affordable transportation options, impacting their ability to connect with essential services such as jobs and education. These insights have helped the NYCDOT get a better understanding of the hurdles faced by these communities in accessing safe and affordable mobility options.</p>
49	What unique attributes does your company, your products, or your services offer to Sourcewell participating entities? What makes your proposed solutions unique in your industry as it applies to Sourcewell participating entities?	<ol style="list-style-type: none"> 1. Ability to accommodate all forms of mobility and curb data <p>Blue Systems is a leading contributor on the market for both mobility and curb data from all vehicles, devices and other sources, in MDS and CDS formats, including:</p> <ol style="list-style-type: none"> 1. Autonomous delivery robots 2. Taxis 3. Carshare 4. Ride hailing 5. Mopeds 6. IoT devices 7. Cameras 8. Parking sensors 9. Parking meters 10. Parking permits 11. Micro-freight vehicles 12. Air mobility devices and vehicles (eVTOLs) <p>No other company is ingesting and visualizing datasets from all of these categories of vehicles and devices in one unified platform.</p>

2. Curb management platform

Our Platform's curb management functionality accommodates curb usage data collected from all curb users' vehicles, existing curbside vendors (parking meters, etc.), and other sources (sensors, etc.). Other features of the curb management platform include:

1. Hardware-less automatic curb usage fee collection from curb users (commercial and non-commercial drivers)
2. Ingestion of curb inventory in CDS standards
3. Digital creation of new curb assets in the curb dashboard
4. Integration with existing curbside parking vendors (parking meters, parking apps, etc.)
5. Integration with other data sources (sensors, parking cameras)
6. Hardware-less curb demand and usage collection
7. App for providing real-time vacant curb location to curb users
8. App for providing real-time illegal curb occupancy alerts to parking enforcement

3. Innovative Curb Technologies Partners.

Blue Systems is partnering with leading state-of-the-art technology companies to provide curb innovations including:

1. 2-sided video kiosks with cameras, Wi-fi, and AI that monitors when a vehicle pulls up to the curb, the license plate is displayed on the kiosk. The photo of the vehicle is accompanied by a countdown clock. Once driver passes the time limit, the clock starts to count up letting the driver know how long they have been in violation. A notice may be sent to enforcement officers.
2. Parking in roadway (double parking) – violation alerts are provided for double parked vehicles.
3. TNC capture- the system identifies if the vehicle is an Uber or Lyft.
4. Taxi capture – the system identifies if the vehicle is a taxi and captures cab numbers for identification.
5. Pedestrian counts
6. Vehicle counts – not just along the curb, vehicle counts for both directions of traffic can be captured.

4. Prior micro-freight integration experience: Blue Systems is the only company among all competition that has expertise in micro-freight integration and visualization. Blue Systems has been a data aggregator partner for the Santa Monica Zero Emission Delivery Zone project where Blue Systems Platform seamlessly connected and displayed data from electric autonomous and semi-autonomous delivery vehicles and devices, operating within the ZEDZ. The data helped the city gain valuable insights regarding ZEDZ operations, which is pertinent to our Smart Grant project. No other data aggregator company possesses this specific experience with EV micro-freight.

5. Experience in processing and visualizing safety / vision zero data

Blue Systems is the only company among the competition that has experience in processing safety related data based on the type of surface where each ride took place. Indeed, through our collaboration with Drover, we are able to visualize instances of shared mobility riding on sidewalks, streets and bike lanes.

6. Experience in parking management Another unique quality of Blue Systems is its specialized expertise in parking management – for private, commercial and shared mobility vehicles. We offer a centralized solution to connect data from city parking providers to optimize parking management and parking operations within our cities. In addition to that, we offer a stand-alone smart phone application, Smart Patrol, for in-the-field parking violation monitoring. This unique expertise makes Blue Systems stand out from the competition.

7. Ability to service largest, most sophisticated transportation agencies

As an agency with large and diverse membership organizations, Sourcewell needs a vendor with extensive experience in working with the large transport authorities with multiple stakeholders. For the last several years, Blue Systems has been successfully servicing cities of the three largest cities in the world – Los Angeles (since 2019), London (since 2020) and New York City (since 2021). No other company in the field has multiple customers of such size and sophistication.

8. Data Safety and Data Security excellence

Blue Systems is the only company among all competition in this field who is ISO 27001 certified. It means we adhere to and abide by the most stringent data safety and data security set of rules and requirements. Because safety and integrity of curb and mobility data of our cities is of our foremost concern, there is no other player on the market who would be able to provide that level of data protection guarantee.

9. Blue Systems is privately owned by a large international holding – not VC funded

Blue Systems is the only company in this field that does not depend on VC fundraising. The company is wholly owned by the Bolloré Group – a large international holding with operations in many countries on both sides of the Atlantic. As a result, Blue Systems brings

	to the table many attributes the County is looking for in its vendors, namely: 1. Financial Stability. It is vitally important in the current extremely volatile tech startup market 2. Business and human resources continuity – Blue Systems has an advantage of benefiting from financial, institutional and human resources of its parent company and other sister companies within the holding. It ensures complete continuity in operations and guarantees full performance of all contractual obligations. 3. Insurance coverage limits exceeding the industry standards, including cyber insurance coverages. Unlike all other companies in the field, Blue Systems benefits from the Bollore Group insurance program and coverage, being one of the insureds on the Group's generous policies. No other company in the field offers these attributes of financial stability. Just the opposite, they heavily depend on raising capital, which is an uphill battle in the current VC climate.
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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. Standard warranties cover all products hardware and software, parts and labor. Extended warranty packages and special coverage, including preventative maintenance, are available at an additional charge.
51	Do your warranties impose usage restrictions or other limitations that adversely affect coverage?	Our warranties include standard exceptions for coverage, including: <ul style="list-style-type: none"> • Negligence, misuse, or vandalism • Unauthorized modifications of products
52	Do your warranties cover the expense of technicians' travel time and mileage to perform warranty repairs?	No, the expense of technicians' travel time and mileage to perform warranty repairs is not included. Refer to the pricing appendix for extra information on prices for technicians' interventions.
53	Are there any geographic regions of the United States or Canada (as applicable) for which you cannot provide a certified technician to perform warranty repairs? How will Sourcewell participating entities in these regions be provided service for warranty repair?	No. All major population centers can be serviced. We engage regionally-based subcontractors who will be trained to support our products in United States and Canada.
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?	All products and services sold by Blue Systems directly to our customers are covered by our warranty services. Warranty issues for items made by other manufacturers are passed to the original equipment manufacturer by Blue Systems.
55	What are your proposed exchange and return programs and policies?	We propose to do a full replacement of any faulty products within the warranty period upon return of the faulty product.
56	Describe any service contract options for the items included in your proposal.	In addition to a standard return and repair warranty, we offer upgrades to return and repair service, as well as options for preventive maintenance.

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 *
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57	Describe any performance standards or guarantees that apply to your services	<p>We adhere to the most stringent standards for performance in our industry. We guarantee that all services will be performed in a workman like manner by highly trained experts in their respective fields.</p> <p>Blue Systems Platform uptime is 99%.</p> <p>Blue Systems' suite of cloud-based software solutions is housed in a highly secured data center public cloud environment.</p> <p>Scaling: Our architecture allows for vertical and horizontal scaling to constantly adapt the infrastructure to the volume of activity on the platform.</p> <p>Redundancy: Operational Data is replicated three times in different locations to be prepared in case of disasters.</p> <p>Encryption: data is encrypted at rest and in transit.</p> <p>Deployment: deployment of solutions evolution is made via zero downtime deployment to prevent user inconvenience.</p> <p>We also guarantee expeditious resolution of any issue--lease see our response to Question 30 above.</p>
58	Describe any service standards or guarantees that apply to your services (policies, metrics, KPIs, etc.)	See our response to Questions 30 and 57.
59	Describe how you will measure cost savings and/or performance improvements with the utilization of your solutions.	<p>To measure cost savings and performance improvements with our solutions, we will perform:</p> <ol style="list-style-type: none"> 1. Data Analytics: Track real-time curb usage and traffic data to assess improvements in efficiency and reductions in parking search time. 2. KPI Tracking: Monitor indicators like dwell time, curb turnover, and congestion levels to gauge performance enhancements. 3. Environmental Impact: Measure reductions in vehicle idling, driver search time and emissions to quantify environmental gains. 4. Digital Signage Effectiveness: Monitor the increase in curb turnover due to real-time digital signs to assess impact. 5. User Feedback: Collect qualitative data from users to refine our solutions and enhance user experience. 6. Cost-Benefit Analysis: Compare pre- and post-deployment costs to demonstrate direct and indirect savings. <p>These strategies will provide a concise evaluation of the benefits delivered by our solutions, aligning with the city's sustainability and efficiency goals.</p>
60	Describe how you use Curb Data Specification (CDS) and how you would further develop these standards in the future.	<p>Our use of CDS relies on 2 APIs, which are the Curbs API and the Events API.</p> <ul style="list-style-type: none"> - The Curbs API is used by our Smart City Platform to publish the curb spaces location, characteristics and associated regulations to the curb industry partakers. As specified by the OMF, this API allows cities (via our platform) to specify areas of interest along the curb along with the rules for using them: who is allowed to park, load, unload, pick up, drop off, etc., for how long, for what price if any, at what times, and on which days. - The Events API is used by our Smart City Platform to ingest real-time and historic events at the curb. Events can come from company data feeds, on-street sensors, session payments, company check-ins, in-person parking personnel, and/or other city data sources. This API helps feed the Curb Digital Twin to make a live thing and not just a static representation of curb spaces and regulations. <p>Furthermore, as a member of the OMF, we actively contribute to the development of the standard. Our own Head of Product (Pierre Bouffort) is an active member of the CDS Working Group Steering Committee. This Committee's mission is to share insights among CDS partakers in the environment of the OMF to bring the standard to the next stages of its development. As a founding member of the OMF, Blue Systems has helped define the CDS standard from its inception. We are well-intended to keep doing so as the industry learns more with curb projects unfolding across the US.</p>

61	Describe your experience with Mobility Data Specification (MDS), as well as how you use MDS to help improve agencies' transportation systems.	<p>As a founding member of the Open Mobility Foundation ("OMF"), we have been actively contributing to the development of the standard from its inception.</p> <p>We have a comprehensive understanding of MDS and use it to its full extent. In all cities where we have provided our Smart City Platform to in the past, we rolled out a complete MDS system, composed of Agency API, Provider API, Policy API and Geography API. Put together, these APIs have helped us build a comprehensive picture of the shared-mobility environment in the cities we worked with.</p> <ul style="list-style-type: none"> - The Provider and Agency APIs have allowed us to connect to the data from mobility operators. From there, we enabled city users to take advantage of a complete live data analysis tool to understand what was happening in their streets and determine patterns. They could then enacted smart data-driven policies and regulations, and make infrastructure decisions based on the patterns that we helped identify - The Policy and Geography APIs have allowed cities (via our platform) to publish areas of interest and apply rules and regulations to these specific areas. From there, we could monitor operators' compliance with these regulations and help cities enforce their policies. <p>Through all these technical implementations, we are able to add great value to the mobility programs of our client cities. As Brian Lee, Shared E-Scooter Pilot Manager for the New York City DOT, put it: "Blue Systems has worked tirelessly and efficiently to help NYC DOT build custom products that will create a better micromobility experience in New York".</p>
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Table 10: Payment Terms and Financing Options

Line Item	Question	Response *	
62	Describe your payment terms and accepted payment methods.	Blue Systems' standard payment terms are net 30 days, and we accept ACH transfers and physical checks mailed to our office.	*
63	Describe any leasing or financing options available for use by educational or governmental entities.	N/A	*
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.	<p>We have developed the following transaction documents for purchasing Blue Systems products:</p> <ol style="list-style-type: none"> 1) Our standard Master Services Agreement ("MSA") 2) Statement of Work (SoW) / Product Description depending on the products / services purchased. 3) Invoice <p>The terms of the MSA and SoW vary depending on scope of work, products and services being procured by customers and the size of the transaction. However, having done work for transportation authorities in the United States for many years, we are aware of other transactional documents that could be implicated, including:</p> <ol style="list-style-type: none"> 1) Purchase Order 2) End User License Agreement 3) Service Level Agreement 4) Data Protection Agreement <p>Our overall goal is to make contracting simple and easy for Sourcwell participating members. We will first adhere to the procedure in place by a potential customer and will work off of a city's papers. If a city does not offer any contracting documents, we will walk the city through our process and will assist with the contract review and promptly answer any questions.</p>	*
65	Do you accept the P-card procurement and payment process? If so, is there any additional cost to Sourcwell participating entities for using this process?	Not at this time.	*

Table 11: Pricing and Delivery

Provide detailed pricing information in the questions that follow below. Keep in mind that reasonable price and product adjustments can be made during the term of an awarded Contract as described in the RFP, the template Contract, and the Sourcwell 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 Sourcwell discounted price) on all of the items that you want Sourcwell 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 refer to the pricing model in appendix.
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.	Blue Systems and its partners included a 25% discount in the proposed prices to all Sourcwell customers.
68	Describe any quantity or volume discounts or rebate programs that you offer.	We have offered a 25% discount (see line 67) across all Sourcwell customers. No additional discounts are included.
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.	Blue Systems' strategy is to offer all main components required to implement our solutions. If need be, we are open to providing quotes for products and services that are not related to Blue Systems released products, upon request by Sourcwell participating entities.
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.	For the products and services priced, there are no other hidden or additional costs not included in the pricing attachment. Where prices may vary or have a range city by city, there has been a notation included in the price list. For items not included on the price list, such as Digital permitting, which, can be defined in different ways by different cities, we will price upon request.
71	If freight, delivery, or shipping is an additional cost to the Sourcwell participating entity, describe in detail the complete freight, shipping, and delivery program.	Freight, delivery, or shipping costs are an additional cost to the Sourcwell participating entities, and an estimate of those charges is done at the time of quote based on the delivery location and customer required delivery date. If a customer requires expedited delivery service, Blue Systems will review the costs in advance with the participating entity.
72	Specifically describe freight, shipping, and delivery terms or programs available for Alaska, Hawaii, Canada, or any offshore delivery.	Same as 71
73	Describe any unique distribution and/or delivery methods or options offered in your proposal.	N/A

Table 12: Pricing Offered

Line Item	The Pricing Offered in this Proposal is: *	Comments
74	c. better than the Proposer typically offers to GPOs, cooperative procurement organizations, or state purchasing departments.	We are proud to provide the most competitive pricing available to Sourcwell participating entities.

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.	<p>Being part of a large entity that undergoes annual financial audit, we take self-audits and financial reporting very seriously. When it comes to ensuring proper pricing quoted to Sourcewell entities, several rounds of review will take place. Each quote is generated by a sales team which is subsequently approved by Legal, the Managing Director and then company President. In addition, the company CFO keeps track of every contract and verifies compliance with financial terms and conditions. These multiple levels of pricing review will ensure strict compliance with the terms of the Contract.</p> <p>The quarterly reporting and remitting of administrative fee will be done by the CFO and her team, in collaboration with Legal, entirely independently from the sales team, which once again will ensure financial accuracy and legal compliance.</p> <p>Our CRM system will be used to track sales and generate reports, which will create full transparency and eliminate any potential for unreported sales or other errors.</p>
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.	In the Blue Systems' CRM platform, all opportunities are tracked and reported upon. Beginning with a detailed record of all potential Sourcewell opportunities categorized by the specific solution and program they relate to. Next is pipeline by selling stage (prospecting, negotiation, closed/lost). Close rates are tracked to understand the percentage of opportunities that successfully convert into closed deals. This is a crucial feedback metric to evaluate sales effectiveness as well as to gauge where to add additional resources to continue to fuel sales growth.
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.)	Blue Systems proposes a 2% of net bookings administrative fee for the Sourcewell contract.

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

Line Item	Question	Response *
78	Provide a detailed description of the equipment, products, and services that you are offering in your proposal.	<p>Blue Systems' Smart City Solution is the broadest solution portfolio products, services and hardware that is offered to cities in order to digitize, monitor and manage their urban area. This solution portfolio includes but isn't limited to:</p> <ul style="list-style-type: none"> - Smart City Platform - Curb Digital Twin - Curb Asset Collection - CDS/CurbLR Engine - MDS API system - CDS API system - Smart Parking Bays - Curb monitoring sensors/cameras - Smart City Dashboards <p>The solution we are offering revolves mainly on the Curb Digital Twin that is hosted on our Smart City Platform. The Curb Digital Twin is a virtual representation of an urban area's curb space. It is based off the total or partial mapping of curb spaces in the urban area (with their location, dimensions, characteristics, signage and regulation). Once this initial curb mapping is done, the Curb Digital Twin is then fed with many types of live data. This data flows in from all curbside industry partakers through our API connection systems, and from our hardware solutions. The combination of all these elements and products will eventually allow the users of the Smart City Solutions to monitor and manage their curbside and the operations happening on it. The interface and capabilities of this Smart City Platform will help city users to manage their curb more efficiently and effortlessly, in order to achieve their efficiency, environmental and Vision Zero goals for the future of their urban area.</p>

Find below more precise explanations of how each of the products/services that are part of our Smart Cities Solution portfolio tie in together:

- The Curb Asset Collection service that we provide will allow cities to mandate the collection of a mapping of the curb for the urban area they select. Our teams and equipment give us the capability and experience of reliably and thoroughly mapping the curbside and the regulations associated with each geography.
- The CDS/CurbLR engine is a software component of our Smart Cities Solution that ensure all data that is ingested and sent out to industry partakers is compliant with the commonly accepted CDS or CurbLR format. This means that any data the city may already have or will get in the future regarding their curb can be ingested and translated into CDS, no matter the original format the data came in as. Thanks to this software component, city users will have the certainty that the data, curb spaces and regulations they digitally communicate can effortlessly be understood by other partakers.
- The MDS and CDS API systems allow the Smart City Platform to communicate with other industry partakers. These API systems are composed of many different APIs and endpoints defined by the Open Mobility Foundation (see dedicated section for more information). Thanks to these software components, the Curb Digital Twin will be able to send the relevant regulatory/geographical information to the relevant audience, but will also be fed with live data related to curbside usage and vehicles' movement. These API systems are at the core of what makes the Curb Digital Twin alive and not just a static dated version of curb mapping.
- Smart Parking Bays are a hardware-enabled service for your city to improve the monitoring of the parking bays and delivery areas. Our Smart Parking Bays are composed of two main elements: a camera attached to a pole and a digital low-energy e-ink sign, both provided by our hardware partners. When a driver parks on the Smart Parking Bay, the camera will read the license plate and record the fact the parking session has started. The digital sign (which is placed on the sidewalk for the driver to see) will then start displaying the time remaining in the parking session for the user to see at all times. The information and parking session maximal duration can be a hard limit, or a more flexible one depending on the type of user: this will be set inside the Smart City Platform by city users. These Smart Parking Bays can be used for private car parking areas or for Smart Loading Zones. Any data generated by the Smart Parking Bay will be retrieved into the Curb Digital Twin inside the Smart Parking Platform.
- Curb Monitoring Cameras are other hardware components that we, in partnership with our hardware providers, offer to deploy in specific curb locations. Based on the needs of the city and the type of events/behavior they are trying to monitor, we will deploy the relevant type of cameras in every select location. These cameras have the possibility to help us monitor all sorts of events: from illegal and double parking to human behaviors around dangerous intersections. Of course, all data that is being generated by those sensors is then in time retrieved to feed the Curb Digital Twin as live data.
- Finally, once all or part of the data sources mentioned above have been connected to the Curb Digital Twin, the Smart City Dashboards inside the Smart City Platform is where users will be able to monitor and regulate their curb. Some of the dashboards will have a more data-analysis purpose. In there, our product will mesh all data sources together and calculate metrics, KPIs, heatmaps, etc. to help city users understand usage patterns and behaviors. Other pages will be focusing more on the regulatory aspects, allowing users to define/remove/update curb regulations directly onto the Curb Digital Twin for this to be sent out to the relevant audience.

79	Within this RFP category there may be subcategories of solutions. List subcategory titles that best describe your products and services.	<p>Listed below are the proposed Blue Systems solutions, grouped by broad category of solution:</p> <p>Software tools and services</p> <ul style="list-style-type: none"> - Smart City Platform - Curb Digital Twin - Smart City Dashboards <p>Data communication tools</p> <ul style="list-style-type: none"> - MDS API system - CDS API system - CDS/CurbLR Engine <p>Physical products and services</p> <ul style="list-style-type: none"> - Curb Asset Collection - Smart Parking Bays - Curb monitoring sensors/cameras
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>Blue Systems' services are by nature meant to be agnostic with regard to what we can integrate. Our platform is meant to be a centralized data lake and management tool for all connected systems in a city's infrastructure, transportation system, street sensors, cameras, etc... This will help cities cover their need in better understanding and improving their overall landscape for all sorts of vehicles, pedestrians, bicyclists, ...</p> <p>As evidence of that, we have been involved in a number of Mobility-as-a-Service (or MaaS) projects and its associated components. The concept of MaaS is to integrate all of a city's mobility solutions and industry partakers within our centralized system in order to:</p> <ul style="list-style-type: none"> - Give insights to the transport authorities on both mobility demand and the offer made available by the MSPs - Allow the optimization of the mobility ecosystem by matching at all time mobility demand and mobility offer. - Give fine grain control to the transport authority in terms of available mobility solutions in the MaaS application. - And in time, through a properly dedicated app, to offer a seamless experience to the commuters. <p>Blue Systems deeply believes in the benefits for society as a whole to better integrate and connect our mobility infrastructure and transportation systems. To achieve that, our platform is capable of accommodating any kind of API connection to other industry partakers to have the broadest possible reach. Our systems already integrate data through many different standards, such as MDS, CDS, GBFS, OCPE/OCPI for EV charging stations, and many more. Our technological stack was designed to make the integration of any other data type as easy and fast as possible.</p> <p>To even further contribute to the better integration of all city infrastructure and mobility systems, Blue Systems took part as a founding member of the Open Mobility Foundation. The OMF is an open-source foundation that creates a governance structure around open-source mobility tools, beginning with a focus on the Mobility Data Specification (MDS) and Curb Data Specification (CDS). By creating an open-source foundation and API languages, OMF is able to offer a safe and efficient environment for mobility and curb stakeholders. This includes municipalities, private companies, technical, privacy, and policy experts, and the public. The aim is to shape urban mobility management and to standardize the language all industry partakers use to ease communication and integration. In time, we believe this will help public agencies accomplish their mobility, efficiency and safety goals. Today, we have members of Blue Systems that sit on all Open Mobility Foundation's MDS Steering Committee, CDS Steering Committee as well the Privacy Committee.</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>Promoting public and private sharing of data is within Blue Systems very DNA. Indeed, our participation in and contribution to the Open Mobility Foundation mission does testify to our relentless effort to develop open-data format. Our ultimate goal is to move our industry forward as a whole in a transparent manner using open standards such as MDS, CDS and others.</p> <p>However, we do it responsibly, protecting and safeguarding privacy of end users, riders, drivers, etc. For example, our Smart City Platform features a public-facing open data portal that cities can configure to publicly display the data they wish to share with their residents and visitors. That being said, we advocate for certain safeguards to protect real time location data of individuals.</p> <p>Furthermore, as a data company, we ingest data from multiple mobility and delivery providers, infrastructure points and other sources. These private data sharing arrangements are always backed by strong data protection obligations to ensure the integrity of the entire ecosystem.</p> <p>To that end, obtained ISO27001 certification in 2021 and continuously maintained it ever since. It is the most stringent data protection standard in the industry. As a result, when contributing to the OMF's work, we are bringing our tech-expertise to the table, coupled with high standards of cybersecurity and privacy protection.</p>
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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 checked="" type="radio"/> Yes <input type="radio"/> No	Please refer to the sections on Curb Asset Collection and Curb Digital Twin in our answer to line item 78 for details.
83	Sensors and cameras, including installation services.	<input checked="" type="radio"/> Yes <input type="radio"/> No	Please refer to the sections on Smart Parking Bays and Curb monitoring sensors/cameras in our answer to line item 78 for details.
84	Issue application programming interfaces (APIs) and build services around them: <ol style="list-style-type: none"> 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	Please refer to the sections on MDS and CDS API Systems, as well as the CDS/CurbLR Engine in our answer to line item 78 for details.
85	Data, software, and hardware implementation, integration, and management; <ol style="list-style-type: none"> 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	Please refer to the sections on Smart City Platform and Smart City Dashboards in our answer to line item 78 for details.
86	Digitized permit systems, including dynamic pricing.	<input checked="" type="radio"/> Yes <input type="radio"/> No	Please refer to the sections on Smart City Platform in our answer to line item 78 for details.
87	V2I technology with scalability.	<input checked="" type="radio"/> Yes <input type="radio"/> No	Please refer to the sections on Smart City Platform and Curb Digital Twin in our answer to line item 78 for details.
88	Intelligent transportation systems, such as transit signal priority, transportation system controllers, and digital signage.	<input type="radio"/> Yes <input checked="" type="radio"/> No	This line item isn't currently included in the proposed solutions. As part of our centralized Smart City Platform strategy, we would be happy to help Sourcewell participating entities design and build the relevant solution to tackle their needs.

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](#) - FINAL - Blue Systems pricing for Sourcewell.pdf - Monday December 04, 2023 13:13:15
 - Financial Strength and Stability (optional)
 - [Marketing Plan/Samples](#) - Blue Systems Marketing Samples.pdf - Monday December 04, 2023 13:13:48
 - WMBE/MBE/SBE or Related Certificates (optional)
 - Warranty Information (optional)
 - Standard Transaction Document Samples (optional)
 - Requested Exceptions (optional)
 - [Upload Additional Document](#) - Documents combined.pdf - Monday December 04, 2023 13:16:29

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. - Irina Slavina, Head of Legal & Business, Blue Systems USA, Inc.

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