

**MASTER AGREEMENT #022525****CATEGORY: Passenger and Crowd Flow Management Solutions and Related Products****SUPPLIER: PMY ETS (USA) Inc.**

This Master Agreement (Agreement) is between Sourcewell, a Minnesota service cooperative located at 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 (Sourcewell) and PMY ETS (USA) Inc., 3424 Midcourt Road, Suite 124, Carrollton, TX 75006 (Supplier).

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

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

**Article 1:
General Terms**

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

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

- 5) **Term.** This Agreement is effective upon the date of the final signature below. The term of this Agreement is four (4) years from the effective date. The Agreement expires at 11:59 P.M. Central Time on April 18, 2029, unless it is cancelled or extended as defined in this Agreement.
- a) **Extensions.** Sourcewell and Supplier may agree to up to three (3) additional one-year extensions beyond the original four-year term. The total possible length of this Agreement will be seven (7) years from the effective date.
- b) **Exceptional Circumstances.** Sourcewell retains the right to consider additional extensions as required under exceptional circumstances.
- 6) **Survival of Terms.** Notwithstanding the termination of this Agreement, the obligations of this Agreement will continue through the performance period of any transaction entered between Supplier and any Participating Entity before the termination date.
- 7) **Scope.** Supplier is awarded a Master Agreement to provide the solutions identified in RFP #022525 to Participating Entities. In Scope solutions include:
- a) Passenger detection, movement, flow, tracking and counting at various touchpoints, entrance-to-gate analytics;
- b) Passenger dwell, occupancy and service level monitoring, automatic passenger counting (APC);
- c) Queue management, wait times, foot fall traffic patterns and analytics, asset utilization;
- d) Unusual behavior detection and incident monitoring;
- e) Real-time Smart Transit Displays and Equipment;
- f) 3D vision and AI sensors for people & vehicle movement;
- g) Traffic flow dividers, panels, and stanchions; and
- h) Electronic and mobile check-in kiosks.
- 8) **Included Solutions.** Supplier's Proposal to the above referenced RFP is incorporated into this Master Agreement. Only those Solutions included within Supplier's Proposal and within Scope (Included Solutions) are included within the Agreement and may be offered to Participating Entities.
- 9) **Indefinite Quantity.** This Master Agreement defines an indefinite quantity of sales to eligible Participating Entities.
- 10) **Pricing.** Pricing information (including Pricing and Delivery and Pricing Offered tables) for all Included Solutions within Supplier's Proposal is incorporated into this Master Agreement.
- 11) **Not to Exceed Pricing.** Suppliers may not exceed the prices listed in the current Pricing List on file with Sourcewell when offering Included Solutions to Participating Entities. Participating Entities may request adjustments to pricing directly from Supplier during the negotiation and execution of any transaction.
- 12) **Open Market.** Supplier's open market pricing process is included within its Proposal.

13) Supplier Representations:

- i) **Compliance.** Supplier represents and warrants it will provide all Included Solutions under this Agreement in full compliance with applicable federal, state, and local laws and regulations.
- ii) **Licenses.** As applicable, Supplier will maintain a valid status on all required federal, state, and local licenses, bonds, and permits required for the operation of Supplier's business with Participating Entities. Participating Entities may request all relevant documentation directly from Supplier.
- iii) **Supplier Warrants.** Supplier warrants that all Included Solutions furnished under this Agreement are free from liens and encumbrances, and are free from defects in design, materials, and workmanship. In addition, Supplier warrants the Solutions are suitable for and will perform in accordance with the ordinary use for which they are intended.

14) Bankruptcy Notices. Supplier certifies and warrants it is not currently in a bankruptcy proceeding. Supplier has disclosed all current and completed bankruptcy proceedings within the past seven years within its Proposal. Supplier must provide notice in writing to Sourcewell if it enters a bankruptcy proceeding at any time during the term of this Agreement.

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

16) Provisions for non-United States federal entity procurements under United States federal awards or other awards (Appendix II to 2 C.F.R § 200). Participating Entities that use United States federal grant or other federal funding to purchase solutions from this Agreement may be subject to additional requirements including the procurement standards of the Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards, 2 C.F.R. § 200. Participating Entities may have additional requirements based on specific funding source terms or conditions. Within this Section, all references to "federal" should be interpreted to mean the United States federal government. The following list applies when a Participating Entity accesses Supplier's Included Solutions with United States federal funds.

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

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

iii) **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, materials, or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence. This provision is hereby incorporated by reference into this Agreement. Supplier certifies that during the term of an award for all Agreements by Sourcewell resulting from this procurement process, Supplier must comply with applicable requirements as referenced above.

iv) **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 Agreements by Sourcewell resulting from this procurement process, Supplier must comply with applicable requirements as referenced above.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Article 2: Sourcewell and Supplier Obligations

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

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

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

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

Sourcewell's Authorized Representative is its Chief Procurement Officer.

- 4) **Performance Reviews.** Supplier will perform a minimum of one review with Sourcewell per agreement year. The review will cover transactions to Participating Entities, pricing and terms, administrative fees, sales data reports, performance issues, supply chain issues, customer issues, and any other necessary information.

- 5) **Sales Reporting Required.** Supplier is required as a material element to this Master Agreement to report all completed transactions with Participating Entities utilizing this Agreement. Failure to provide complete and accurate reports as defined herein will be a material breach of the Agreement and Sourcewell reserves the right to pursue all remedies available at law including cancellation of this Agreement.
- 6) **Reporting Requirements.** Supplier must provide Sourcewell an activity report of all transactions completed utilizing this Agreement. Reports are due at least once each calendar quarter (Reporting Period). Reports must be received no later than 45 calendar days after the end of each calendar quarter. Supplier may report on a more frequent basis in its discretion. Reports must be provided regardless of the amount of completed transactions during that quarter (i.e., if there are no sales, Supplier must submit a report indicating no sales were made).

The Report must contain the following fields:

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

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

- Participating Entity Contact Name;
- Participating Entity Contact Email Address;
- Participating Entity Contact Telephone Number;

- 7) **Administrative Fee.** In consideration for the support and services provided by Sourcewell, Supplier will pay an Administrative Fee to Sourcewell on all completed transactions to Participating Entities utilizing this Agreement. Supplier will include its Administrative Fee within its proposed pricing. Supplier may not directly charge Participating Entities to offset the Administrative Fee.
- 8) **Fee Calculation.** Supplier's Administrative Fee payable to Sourcewell will be calculated as a stated percentage (listed in Supplier's Proposal) of all completed transactions utilizing this Master Agreement within the preceding Reporting Period. For certain categories, a flat fee may be proposed. The Administrative Fee will be stated in Supplier's Proposal.
- 9) **Fee Remittance.** Supplier will remit fee to Sourcewell no later than 45 calendar days after the close of the preceding calendar quarter in conjunction with Supplier's Reporting Period obligations defined herein. Payments should note the Supplier's name and Sourcewell-assigned Agreement number in the memo; and must be either mailed to Sourcewell above "Attn: Accounts Receivable" or remitted electronically to Sourcewell's banking institution per Sourcewell's Finance department instructions.

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

maintained in performance of this Agreement, Supplier may be subject to the requirements of this chapter.

19) Grant of License.

a) During the term of this Agreement:

i) **Supplier Promotion.** Sourcewell grants to Supplier a royalty-free, worldwide, non-exclusive right and license to use the trademark(s) provided to Supplier by Sourcewell in advertising, promotional materials, and informational sites for the purpose of marketing Sourcewell's Agreement with Supplier.

ii) **Sourcewell Promotion.** Supplier grants to Sourcewell a royalty-free, worldwide, non-exclusive right and license to use Supplier's trademarks in advertising, promotional materials, and informational sites for the purpose of marketing Supplier's Agreement with Sourcewell.

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

c) Use; Quality Control.

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

ii) Each party agrees to use, and to cause its Permitted Sublicensees to use, the other party's trademarks only in good faith and in a dignified manner consistent with such party's use of the trademarks. Each party may make written notice to the other regarding misuse under this section. The offending party will have 30 days of the date of the written notice to cure the issue or the license/sublicense will be terminated.

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

20) Venue and Governing law between Sourcewell and Supplier Only. The substantive and procedural laws of the State of Minnesota will govern this Agreement between Sourcewell and Supplier. Venue for all legal proceedings arising out of this Agreement between Sourcewell and Supplier will be in court of competent jurisdiction within the State of Minnesota. This section does not apply to any dispute between Supplier and Participating Entity. This Agreement reserves the right for Supplier and Participating Entity to negotiate this term to within any transaction documents.

- 21) **Severability.** If any provision of this Agreement is found by a court of competent jurisdiction to be illegal, unenforceable, or void then both parties will be relieved from all obligations arising from that provision. If the remainder of this Agreement is capable of being performed, it will not be affected by such determination or finding and must be fully performed.
- 22) **Insurance Coverage.** At its own expense, Supplier must maintain valid insurance policy(ies) during the performance of this Agreement with insurance company(ies) licensed or authorized to do business in the State of Minnesota having an "AM BEST" rating of A- or better, with coverage and limits of insurance not less than the following:
- a) **Commercial General Liability Insurance.** Supplier will maintain insurance covering its operations, with coverage on an occurrence basis, and must be subject to terms no less broad than the Insurance Services Office ("ISO") Commercial General Liability Form CG0001 (2001 or newer edition), or equivalent. At a minimum, coverage must include liability arising from premises, operations, bodily injury and property damage, independent contractors, products-completed operations including construction defect, contractual liability, blanket contractual liability, and personal injury and advertising injury. All required limits, terms and conditions of coverage must be maintained during the term of this Agreement.
 - \$1,500,000 each occurrence Bodily Injury and Property Damage
 - \$1,500,000 Personal and Advertising Injury
 - \$2,000,000 aggregate for products liability-completed operations
 - \$2,000,000 general aggregate
 - b) **Certificates of Insurance.** Prior to execution of this Agreement, Supplier must furnish to Sourcewell a certificate of insurance, as evidence of the insurance required under this Agreement. Prior to expiration of the policy(ies), renewal certificates must be mailed to Sourcewell, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 or provided to in an alternative manner as directed by Sourcewell. The certificates must be signed by a person authorized by the insurer(s) to bind coverage on their behalf. Failure of Supplier to maintain the required insurance and documentation may constitute a material breach.
 - c) **Additional Insured Endorsement and Primary and Non-contributory Insurance Clause.** Supplier agrees to list Sourcewell, including its officers, agents, and employees, as an additional insured under the Supplier's commercial general liability insurance policy with respect to liability arising out of activities, "operations," or "work" performed by or on behalf of Supplier, and products and completed operations of Supplier. The policy provision(s) or endorsement(s) must further provide that coverage is primary and not excess over or contributory with any other valid, applicable, and collectible insurance or self-insurance in force for the additional insureds.
 - d) **Waiver of Subrogation.** Supplier waives and must require (by endorsement or otherwise) all its insurers to waive subrogation rights against Sourcewell and other additional insureds for losses paid under the insurance policies required by this Agreement or other insurance applicable to the Supplier or its subcontractors. The waiver must apply to all deductibles and/or self-insured retentions applicable to the required or any other insurance maintained by the Supplier or its subcontractors. Where permitted by law, Supplier must require similar written express waivers of subrogation and insurance clauses from each of its subcontractors.

- e) **Umbrella/Excess Liability/SELF-INSURED RETENTION.** The limits required by this Agreement can be met by either providing a primary policy or in combination with umbrella/excess liability policy(ies), or self-insured retention.
- 23) **Termination for Convenience.** Sourcewell or Supplier may terminate this Agreement upon 60 calendar days' written notice to the other Party. Termination pursuant to this section will not relieve the Supplier's obligations under this Agreement for any transactions entered with Participating Entities through the date of termination, including reporting and payment of applicable Administrative Fees.
- 24) **Termination for Cause.** Sourcewell may terminate this Agreement upon providing written notice of material breach to Supplier. Notice must describe the breach in reasonable detail and state the intent to terminate the Agreement. Upon receipt of Notice, the Supplier will have 30 calendar days in which it must cure the breach. Termination pursuant to this section will not relieve the Supplier's obligations under this Agreement for any transactions entered with Participating Entities through the date of termination, including reporting and payment of applicable Administrative Fees.

Article 3: Supplier Obligations to Participating Entities

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

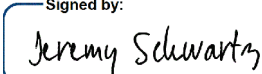
- 1) **Quotes to Participating Entities.** Suppliers are encouraged to provide all pricing information regarding the total cost of acquisition when quoting to a Participating Entity. Suppliers and Participating Entities are encouraged to include all cost specifically associated with or included within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

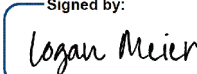
standard form agreements may be offered as part of its Proposal. Supplier and Participating Entity may complete and document transactions utilizing any type of transaction documents as mutually agreed. In any transaction document entered utilizing this Agreement, Supplier and Participating Entity must include specific reference to this Master Agreement by number and to Participating Entity’s unique Sourcwell account number.

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

Sourcwell

PMY ETS (USA) Inc.

Signed by:

C0FD2A139D06489...
By: _____
Jeremy Schwartz
Title: Chief Procurement Officer
Date: 4/17/2025 | 1:37 PM CDT

Signed by:

6EDEE7F400C74F6...
By: _____
Logan Meier
Title: Senior Vice President
Date: 4/17/2025 | 1:32 PM CDT

RFP 022525 - Passenger and Crowd Flow Management Solutions and Related Products

Vendor Details

Company Name: PMY ETS (USA), Inc.
Address: 3424 Midcourt Rd., Suite 124
Carrollton, Texas 75006
Contact: Alysценne Vallelonga
Email: avallelonga@wjhw.com
Phone: 972-934-3700
HST#: 38-4104096

Submission Details

Created On: Tuesday January 21, 2025 12:16:25
Submitted On: Monday March 03, 2025 09:43:26
Submitted By: Alysценne Vallelonga
Email: avallelonga@wjhw.com
Transaction #: 6066b52e-d77f-4bf8-bb56-44da63a8c03a
Submitter's IP Address: 147.243.245.208

Specifications

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

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

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

Line Item	Question	Response *	
1	Provide the legal name of the Proposer authorized to submit this Proposal.	PMY ETS USA INC	*
2	In the event of award, is this entity the Responsible Supplier that will execute the master agreement with Sourcewell? Y or N.	Y	*
3	Identify all subsidiaries, D.B.A., authorized affiliates, and any other entity that will be responsible for offering and performing delivery of Solutions within this Proposal (i.e. Responsible Supplier(s) that will execute a master agreement with Sourcewell).	PMY Group, PMY USA	*
4	Provide your CAGE code or Unique Entity Identifier (SAM):	N/A	*
5	Provide your NAICS code applicable to Solutions proposed.	54151	
6	Proposer Physical Address:	3424 Midcourt Rd, Suite 124 Carrollton, TX 75006	*
7	Proposer website address (or addresses):	https://www.pmygroup.com/	*
8	Proposer's Authorized Representative (name, title, address, email address & phone) (The representative must have authority to sign the "Proposer's Assurance of Compliance" on behalf of the Proposer):	Logan Meier, logan.meier@pmygroup.com, Senior Vice President, 917-972-5670	*
9	Proposer's primary contact for this proposal (name, title, address, email address & phone):	Charlie Little, charlie.little@pmygroup.com, Solutions Engineer, 864-430-4166	*
10	Proposer's other contacts for this proposal, if any (name, title, address, email address & phone):	N/A	*

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

Line Item	Question	Response *	
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11	Provide a brief history of your company, including your company's core values, business philosophy, and industry longevity related to the requested Solutions.	<p>When PMY Group was founded in 2009, technology was disrupting industries globally. Venues and major events were grappling to understand the benefits of, and business cases to support, investment in technology transformation.</p> <p>We saw a simple need: to combine technical expertise with commercial and operational acumen to provide clients with an independent 'one-stop shop' supporting the design, procurement, implementation, and commercialization of technology. As technology rapidly evolved, so did the need for our services.</p> <p>Over the past decade, we have evolved with the market, continuously expanding the scope and breadth of our services, embracing new industry sectors, and growing our presence across Asia Pacific, North America, the United Kingdom, and Europe.</p> <p>Values of professionalism, dynamic thinking, and collaboration drive our culture. PMY remains dedicated to advancing facility, venue, and event technology as we move forward. Our journey from a small consultancy to a global leader underscores our commitment to excellence and our positive impact on the sectors we serve.</p> <p>Throughout this journey, our approach has remained simple: we exist to support venues, infrastructure, and major events in transforming their businesses and generating value through technology. We strive to do this professionally, dynamically, and collaboratively, supporting the communities and industries we work within.</p> <p>We are proud to have worked with some of the world's most prestigious venues and major events and are excited to continue applying what we have learned to clients globally. Through our service offerings, proprietary platforms, and customized investment partnerships, we help clients leverage technology to optimize operations and deliver exceptional experiences.</p> <p>PMY serves clients across industries, including stadiums and arenas, sports and entertainment, education, retail, transportation, commercial real estate, media, and government. Our technology services and expertise span strategy development, design and specification, implementation and integration, operations and management, financing and investment, commercialization, and crowd intelligence. We believe in using technology to drive business outcomes, helping our clients own their data by increasing control, management, and activation of all data assets.</p> <p>PMY works with some of the world's best-known sports and entertainment organizations, including the Olympics, LIV Golf, US Tennis Association, NFL, NBA, MLB, NHL, and Wimbledon. Our goal with every client is to help them leverage technology to optimize events and facilities for visitor experience and safety while capturing essential data that informs key business decisions to drive profitability and growth.</p> <p>PMY ETS is a subsidiary of PMY Group.</p>	*
12	What are your company's expectations in the event of an award?	PMY views this award as an opportunity to expand the reach of our Optic solution within the Sourcewell membership, increasing awareness and engagement. We anticipate this recognition will open doors to new possibilities, allowing us to grow our business further and deliver value to Sourcewell members. PMY will initiate marketing efforts across various platforms to advertise the contract award from Sourcewell.	*
13	Demonstrate your financial strength and stability with meaningful data. This could include such items as financial statements, SEC filings, credit and bond ratings, letters of credit, and detailed reference letters. Upload supporting documents (as applicable) in the document upload section of your response. DO NOT PROVIDE ANY TAX INFORMATION OR PERSONALLY IDENTIFIABLE INFORMATION.	PMY is a privately held company with 2023 Revenue = \$40M, 2024 Revenue = \$50M, Projected 2025 Revenue = \$60M. Additional information on company news, mergers, and acquisitions can be found on our website https://www.pmygroup.com/news-media . https://www.pmygroup.com/news-media/bluestone-invests-in-pmygroup	*
14	What is your US market share for the Solutions that you are proposing?	Less than 10%	*
15	What is your Canadian market share for the Solutions that you are proposing?	Less than 10%	*
16	Disclose all current and completed bankruptcy proceedings for Proposer and any included possible Responsible Party within the past seven years. Proposer must provide notice in writing to Sourcewell if it enters a bankruptcy proceeding at any time during the pendency of this RFP evaluation.	None	*

17	How is your organization best described: is it a manufacturer, a distributor/dealer/reseller, or a service provider? Answer the question that best applies to your organization, either a) or b). a) If your company is best described as a distributor/dealer/reseller (or similar entity), provide your written authorization to act as a distributor/dealer/reseller for the manufacturer of the products proposed in this RFP. If applicable, is your dealer network independent or company owned? b) If your company is best described as a manufacturer or service provider, describe your relationship with your sales and service force and with your dealer network in delivering the products and services proposed in this RFP. Are these individuals your employees, or the employees of a third party?	Service Provider - Our firm has 500 employees across the globe with offices in Dallas, San Antonio, Houston, Minneapolis, Melbourne, Sydney, London, Paris, and Dubai. Our company is structured by service expertise and geographical regions - local knowledge with global expertise. Since Sourcewell clients are located in North America the team delivering the solutions on this contract are employees located in the region and are direct employees of PMY ETS.	*
18	If applicable, provide a detailed explanation outlining the licenses and certifications that are both required to be held, and actually held, by your organization (including third parties and subcontractors that you use) in pursuit of the business contemplated by this RFP.	Service Provider - Our firm has 500 employees across the globe with offices in Dallas, San Antonio, Houston, Minneapolis, Melbourne, Sydney, London, Paris, and Dubai. Our company is structured by service expertise and geographical regions - local knowledge with global expertise. Since Sourcewell's clients are located in North America, the team delivering the solutions on this contract will be direct employees of PMY ETS based in the region.	*
19	Disclose all current and past debarments or suspensions for Proposer and any included possible Responsible Party within the past seven years. Proposer must provide notice in writing to Sourcewell if it enters a debarment or suspension status any time during the pendency of this RFP evaluation.	None	*
20	Describe any relevant industry awards or recognition that your company has received in the past five years.	2024 Governor of Victoria Export Award, 2024 MONDO-DR Award. Many of the projects we have provided services to have won awards, but given that we were engaged through architects, the awards went to them and not us. For example, Last year, Sports Business Journal released their annual nominees for Best Sports Venue, among others, and WJHW provided design services for 5 of the 6 entries. We are currently nominated for 1) 2025 Sports Business Awards: Tech for Best in Venue & Franchise Operations Technology and 2) 2025 Event Production Awards	*
21	What percentage of your sales are to the governmental sector in the past three years?	25%	*
22	What percentage of your sales are to the education sector in the past three years?	25%	*
23	List all state, cooperative purchasing agreements that you hold. What is the annual sales volume for each of these agreement over the past three years?	N/A	*
24	List any GSA contracts or Standing Offers and Supply Arrangements (SOSA) that you hold. What is the annual sales volume for each of these contracts over the past three years?	N/A	*

Table 2B: References/Testimonials

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

Entity Name *	Contact Name *	Phone Number *	
New Jersey Transit	Brendan J. Kaplan Deputy CTO - Head of Innovation	(617) 935-6284	*
Vancouver Airport Authority	Jason Williams Manager, Innovation & Technology Group	(604) 276-6822	*
United States Tennis Association	Chris Vassallo Sr. Director US Open & Enterprise Systems	(845) 395-6497	*
LIV Golf	Mark Boulter VP Cloud & Data	+44 7570 283590	

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

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

Line Item	Question	Response *	
26	Sales force.	PMY Group has dedicated a sales and marketing department in each of our core verticals, including Education, Government, Transportation, and Sports & Entertainment. The departments consist of 37 inside sales and customer service team members, business development consultants, marketing managers, and leadership. Inside sales and customer service, team members focus on RFP opportunities and provide administrative support on projects. Business development consultants focus on sales growth with new clients and opportunities in their given region and service categories. Marketing managers oversee the development and implementation of digital and printed media content. Leadership manages and supervises team members by region or service verticals.	*
27	Describe the network of Authorized Sellers who will deliver Solutions, including dealers, distributors, resellers, and other distribution methods.	Our Optic solution will be designed and implemented by PMY. Installation is handled by PMY or the client.	*
28	Service force.	We have over 120 service team members providing a variety of resources and expertise to clients, ranging from technical expertise to customer service. A large portion of our service staff are technical experts in one or more technology systems, including networking, audio-visual, sound, crowd intelligence, data storage, unified communications, security technologies, and more. Project managers play a critical role in our client engagements. We do have team members who only provide project management expertise, but oftentimes, our technical experts fulfill the role of project managers throughout the assessment, design, and implementation phases with clients. The remaining service force is made up of administrative roles that support the technical and project leads. This includes activities like billing/invoicing, coordinating meetings, providing customer support, project research, and more.	*
29	Describe the ordering process. If orders will be handled by distributors, dealers or others, explain the respective roles of the Proposer and others.	Clients will work directly with PMY sales, customer support, and engineers (technical leads) to develop a scope of work, fees, and contracts. PMY will present the client with a proposal that includes the agreed-upon scope of work, deliverables, and fees. The client and PMY will both sign the contract, and the client will issue a Purchase Order to PMY for the agreed-upon fee.	*
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.	PMY uses a consultative approach with all clients. We work closely with our customers throughout the entire process, from the initial solutions design through implementation. We provide our clients with critical data and information they need to make key decisions and ensure that the implemented solution is fully optimized. All client projects will be assigned a Project Manager. The Project Manager will be facilitating regular recurring meetings with the client throughout the project. All PMY team members, including the Project Manager, can be contacted via email, phone, text, or social media by clients at any time. We pride ourselves on our high level of engagement with clients. We will acknowledge receipt of a client communication on the same day. If the concern/inquiry requires time to prepare additional information, we will provide an estimated timeline for the client. Customers have the option to keep PMY team members on retainer to help with operating and maximizing their ROI after the completion of the original contract.	*
31	Describe your ability and willingness to provide your products and services to Sourcewell participating entities.	PMY is fully committed and willing to provide our products, services, and expertise to all Sourcewell participating entities.	*
32	Describe your ability and willingness to provide your products and services to Sourcewell participating entities in Canada.	PMY is fully committed and willing to provide our products, services, and expertise to all Sourcewell participating entities in Canada. We have implemented projects successfully across the globe and will direct the appropriate resources for any opportunities in Canada.	*
33	Identify any geographic areas of the United States or Canada that you will NOT be fully serving through the proposed agreement.	N/A	*
34	Identify any account type of Participating Entity which will not have full access to your Solutions if awarded an agreement, and the reasoning for this.	N/A	*
35	Define any specific requirements or restrictions that would apply to our participating entities in Hawaii and Alaska and in US Territories.	N/A	*
36	Will Proposer extend terms of any awarded master agreement to nonprofit entities?	Yes	*

Table 4: Marketing Plan (100 Points)

Line Item	Question	Response *
37	Describe your marketing strategy for promoting this opportunity. Upload representative samples of your marketing materials (if applicable) in the document upload section of your response.	<p>1. Identify Target Audience Venue Operators: Airports, stadiums, malls, retail stores, and public places. Event Organizers: Sports events, concerts, fairs, and festivals. Architects and Site Designers: Those involved in designing and redesigning venues.</p> <p>2. Value Proposition Real-Time Insights: Highlight the ability to provide real-time data on crowd movement and behavior. Operational Efficiency: Emphasize how Optic helps streamline operations and reduce wait times. Enhanced Patron Experience: Showcase the improvement in guest experiences through better crowd management. Revenue Growth: Demonstrate the potential for increased revenue through optimized space usage and commercial partnerships. Safety and Security: Promote the AI-driven safety and incident detection features.</p> <p>3. Marketing Channels Digital Marketing: Use social media, tactical email campaigns, and online ads to reach potential clients. a) https://www.instagram.com/pmy.group/?hl=en b) https://x.com/pmy_group?lang=en c) https://www.linkedin.com/company/pmygroup/posts/?feedView=all d) https://www.facebook.com/PMYworkforce Industry Events and Trade Shows: Participate in relevant events to showcase Optic's capabilities. https://www.pmygroup.com/news-media Webinars and Workshops: Host online sessions to educate potential clients about the benefits of cooperative sourcing with Optic. Case Studies and Testimonials: Share success stories from existing clients like the US Open, Australian Open, and Winter Wonderland - https://www.pmygroup.com/case-studies</p> <p>4. Content Strategy Blog Posts and Articles: Write about the importance of crowd intelligence and its impact on venue management - https://www.majoreventsinternational.com/blog/pmy-group/ Video Demonstrations: Create videos showing how Optic works and its real-world applications. https://www.youtube.com/watch?v=D0TTE2SisGc Infographics: Develop visual content to explain key features and benefits. Whitepapers and E-books: Provide in-depth resources on crowd management and data-driven decision-making. Podcasts: Our technical experts provide insight on venue technology as guest speakers. https://crawfordarch.com/the-peoples-architect-episode-6/</p> <p>5. Partnerships and Collaborations Industry Associations: Partner with associations related to venue management and event planning. Technology Providers: Collaborate with companies providing complementary technologies like ticketing and POS systems. Consultants and Influencers: Engage with industry experts to endorse and promote Optic.</p> <p>6. Sales Strategy Personalized Demos: Offer tailored demonstrations to potential clients to showcase how Optic can meet their specific needs. Free Trials and Pilots: Provide trial periods or pilot programs to allow clients to experience the benefits firsthand. Bundled Offers: Create packages that include Optic with other relevant services or products.</p> <p>7. Measurement and Optimization Track Engagement: Monitor the performance of marketing campaigns through analytics. Client Feedback: Collect and analyze feedback from clients to improve the product and marketing approach. Continuous Improvement: Regularly update marketing materials and strategies based on market trends and client needs.</p>

38	Describe your use of technology and digital data (e.g., social media, metadata usage) to enhance marketing effectiveness.	<p>1. Digital Marketing Tools</p> <p>Social Media Platforms (LinkedIn is our primary digital marketing platform but we also post company updates and news on Twitter, Facebook, Instagram)</p> <p>a) https://www.instagram.com/pmy.group/?hl=en b) https://x.com/pmy_group?lang=en c) https://www.linkedin.com/company/pmygroup/posts/?feedView=all d) https://www.facebook.com/PMYworkforce</p> <p>Email Marketing Campaigns - Developed and tactically implemented by our regional business development team members</p> <p>Content Management Systems</p> <p>Video and Audio content development and delivery - utilizing platforms like youtube, spotify, and other platforms to deliver content on facility, venue, and entertainment technology</p> <p>2. Data Analytics and Insight</p> <p>Web Analytics</p> <p>Social Media Analytics</p> <p>CRM Systems</p> <p>3. Personalization and Targeting</p> <p>Segmentation</p> <p>Dynamic Content</p> <p>4. Automation and AI</p> <p>Marketing Automation</p> <p>5. Content Strategy and SEO</p> <p>SEO Tools</p> <p>Content Analytics</p> <p>A/B Testing</p> <p>6. Real-Time Data and Reporting</p> <p>Dashboards (Tableau, Power BI)</p> <p>Reporting Tools</p> <p>7. Customer Feedback and Surveys</p> <p>Survey Tools</p> <p>Case Study Development</p>	*
39	In your view, what is Sourcewell's role in promoting agreements arising out of this RFP? How will you integrate a Sourcewell-awarded agreement into your sales process?	In our view, Sourcewell's only responsibility for promoting the agreements is to ensure that the contract details are accessible to members on the Sourcewell website. Beyond that, PMY holds all the responsibility for promoting and leveraging the contract.	*
40	Are your Solutions available through an e-procurement ordering process? If so, describe your e-procurement system and how governmental and educational customers have used it.	No	*

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

Line Item	Question	Response *	
41	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.	The OPTIC team will provide onboarding materials and training sessions to operate and maintain all software & hardware deployed as part of the OPTIC solution. The solution is also supported by the OPTIC team for the duration of the project, including software & firmware updates, standard maintenance, and issue response.	*
42	Describe any technological advances that your proposed Solutions offer.	<p>PMY's OPTIC solution incorporates a range of cutting-edge technologies to provide insights into crowd management, passenger flow, and operational efficiency. Key technological advances include:</p> <ul style="list-style-type: none"> - Full Journey Tracking - Scalable Adaptable Technology - Predictive Analytics & Trend Analysis - Privacy-First Data Collection - Hardware Agnostic 	*
43	Describe any "green" initiatives that relate to your company or to your Solutions, and include a list of the certifying agency for each.	N/A	*

44	Identify any third-party issued eco-labels, ratings or certifications that your company has received for the Solutions included in your Proposal related to energy efficiency or conservation, life-cycle design (cradle-to-cradle), or other green/sustainability factors.	N/A	*
45	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?	<p>At PMY, we offer decades of expertise in delivering technology solutions that seamlessly integrate with both large and small crowds, establishing us as true leaders in crowd management and intelligence.</p> <p>What Sets PMY Apart:</p> <p>Global Reach, Local Understanding: As an international company, PMY has successfully implemented technology solutions in major venues and events worldwide, giving us a comprehensive understanding of diverse operational needs while maintaining adaptability to local requirements.</p> <p>Hardware and Partner Agnostic: Unlike many industry players, we are not tied to specific hardware or software vendors. This flexibility allows us to recommend and implement the best-fit solutions for Sourcewell participating entities, ensuring maximum value and performance without conflicts of interest.</p> <p>End-to-End Support: PMY can engage at any level of involvement, from full-service strategy and implementation to targeted support, offering customized solutions that align with budgetary and operational needs.</p> <p>What Makes OPTIC Unique:</p> <p>Versatile Technology Integration: The OPTIC platform uses a multi-technology approach, integrating CCTV, LiDAR, IoT sensors, and AI-driven analytics. This allows us to match specific use cases with the most effective technology, ensuring precise data collection and analytics.</p> <p>Advanced AI Models: OPTIC leverages proprietary AI models for occupancy counting, traffic flow analysis, queue management, and anomaly detection, providing real-time insights and predictive analytics that enhance safety, efficiency, and guest experience.</p> <p>Holistic Approach to Crowd Management: OPTIC goes beyond basic monitoring by offering full journey analytics, including dwell time, foot traffic patterns, and service level monitoring. This helps organizations make data-driven decisions that improve operations and optimize resource allocation.</p> <p>Scalable and Adaptable: OPTIC is built to be scalable and adaptable, allowing Sourcewell entities to start with targeted solutions and expand capabilities over time as needs evolve.</p>	*
46	Demonstrate whether your solutions integrate with other systems such as CCTV, WiFi, IoTs, boarding pass scanning stations etc. to provide a holistic picture of passenger movements within an airport terminal, transit hub or other facility.	<p>OPTIC can integrate with existing CCTV cameras by utilizing the secondary feed to perform video inferencing, ensuring the camera's primary functionality is unaffected. Additionally, OPTIC can ingest data from other sources to create a holistic picture of passenger movements.</p> <p>Alternatively, OPTIC can provide new hardware sensors for locations that may not currently have technology.</p>	
47	Describe how your solution uses predictive analytics to provide schedule deviation information due to irregular operations, bad weather, or other unforeseen events.	<p>Anomaly Detection: During irregular operations, OPTIC detects deviations from expected crowd behavior (e.g., unusual congestion, early arrivals, sudden crowd dispersal) and triggers alerts for proactive response.</p> <p>Dynamic Schedule Adjustments: Through real-time monitoring, OPTIC identifies schedule deviations early, allowing operators to adjust transit schedules, gate assignments, or staff deployments to mitigate disruption impacts.</p> <p>Weather Impact: If bad weather is expected, OPTIC analyzes historical data to predict extended queue times at sheltered areas and recommends staff reallocation or queue management strategies.</p>	
48	Demonstrate whether your solutions allow flexibility for airports, other transit hubs, or facilities to use various sensor equipment from a variety of suppliers.	OPTIC has existing airports and other public transportation customers using a variety of different sensors. We are hardware agnostic and will provide or integrate with the best technology for the solution.	

49	Describe any data ownership or privacy regulations you must comply with and how you accomplish meeting those requirements.	OPTIC is in the business of anonymity when it comes to data collection. We count bodies, heads, and shoulders rather than performing facial recognition or other biometric data capture methods. We also provide secure data storage by leveraging our cloud environments, which are protected by our UDP and Cybersecurity teams. PMY offers cloud management and cybersecurity services, so we are experts in that field. We have experience with GDPR & PCI, just to name a couple.
50	Demonstrate how you ensure your data storage solutions are cost effective including where data is stored, who owns the data and how system upgrades are handled.	Our clients own their data, which is core to PMY's business. We help you capture, store, access, protect, and analyze it. We are partner-agnostic and have worked closely with Google Cloud, Azure, AWS, and many others to create data platforms. We always choose the best partner for our clients and use best-in-class data protection practices.

Table 5B: Value-Added Attributes

Line Item	Question	Certification	Offered	Comment	
51	Select any Women or Minority Business Entity (WMBE), Small Business Entity (SBE), or veteran owned business certifications that your company or hub partners have obtained. Upload documentation and a listing of dealerships, HUB partners or re-sellers if available. Select all that apply.		<input type="radio"/> Yes <input checked="" type="radio"/> No	N/A	*
52		Minority Business Enterprise (MBE)	<input type="radio"/> Yes <input checked="" type="radio"/> No	N/A	*
53		Women Business Enterprise (WBE)	<input type="radio"/> Yes <input checked="" type="radio"/> No	N/A	*
54		Disabled-Owned Business Enterprise (DOBE)	<input type="radio"/> Yes <input checked="" type="radio"/> No	N/A	*
55		Veteran-Owned Business Enterprise (VBE)	<input type="radio"/> Yes <input checked="" type="radio"/> No	N/A	*
56		Service-Disabled Veteran-Owned Business (SDVOB)	<input type="radio"/> Yes <input checked="" type="radio"/> No	N/A	*
57		Small Business Enterprise (SBE)	<input type="radio"/> Yes <input checked="" type="radio"/> No	N/A	*
58		Small Disadvantaged Business (SDB)	<input type="radio"/> Yes <input checked="" type="radio"/> No	N/A	*
59		Women-Owned Small Business (WOSB)	<input type="radio"/> Yes <input checked="" type="radio"/> No	N/A	*

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

Provide detailed pricing information in the questions that follow below.

Line Item	Question	Response *
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60	Describe your payment terms and accepted payment methods.	<p>Payment Terms: We offer standard Net 30 payment terms, meaning payment is due 30 days from the invoice date. Alternative terms may be negotiated based on contract specifics.</p> <p>Accepted Payment Methods:</p> <p>Bank Wire Transfer (ACH, EFT, SWIFT) – Preferred for larger transactions. Credit Cards – Major credit cards (Visa, MasterCard, American Express) accepted, subject to processing fees. Checks – Accepted for domestic payments.</p>	*
61	Describe any leasing or financing options available for use by educational or governmental entities.	<p>We offer flexible leasing options for temporary installations to accommodate the unique needs of educational and governmental entities. Our leasing model ensures access to our solutions without requiring a long-term capital investment.</p> <p>At this time, we do not provide direct financing options. However, we support milestone-based invoicing, where payments are structured based on key project milestones. This approach allows for greater budget flexibility, ensuring alignment with project progress and financial planning. The specific invoicing structure is determined by the size and scope of the engagement.</p>	*
62	Describe any standard transaction documents that you propose to use in connection with an awarded agreement (order forms, terms and conditions, service level agreements, etc.). Upload all template agreements or transaction documents which may be proposed to Participating Entities.	<p>In connection with an awarded agreement, we utilize the following standard transaction documents to ensure clarity, alignment, and operational efficiency:</p> <p>Master Services Agreement (MSA) – Establishes the overarching terms and conditions governing the relationship, including legal, operational, and compliance-related provisions. Statement of Work (SOW) – A detailed document outlining the scope of work, including: Project Scope & Deliverables – Defines the specific work to be performed. Roles & Responsibilities – Identifies the obligations of both parties. Project Assumptions & Exclusions – Clarifies conditions and work that is not included. Payment Terms & Pricing Structure – Specifies costs, invoicing schedule, and payment milestones. Service Level Agreements (SLA) – Defines performance expectations, response times, and resolution commitments. Acceptance Criteria – Outlines how deliverables will be reviewed and approved. Change Management Process – Establishes procedures for handling scope modifications. RAID Log – Identifies key risks and the mitigation approach.</p> <p>Project Charter – Defines the project objectives, key stakeholders, and high-level responsibilities to ensure alignment and successful execution. Project Schedule with Key Milestones – Provides a structured timeline that includes critical deliverables, deadlines, and dependencies to facilitate smooth project execution.</p>	*
63	Do you accept the P-card procurement and payment process? If so, is there any additional cost to Sourcewell participating entities for using this process?	<p>Yes, we accept P-Card (Purchasing Card) payments as a procurement and payment method for Sourcewell participating entities.</p> <p>While we do not impose any additional costs for utilizing this payment method, any processing or transaction fees imposed by the P-Card provider will be passed along to the participating entity. These fees will be disclosed upfront to ensure transparency in the procurement process.</p>	*

64	Describe your pricing model (e.g., line-item discounts or product-category discounts). Provide detailed pricing data (including standard or list pricing and the Sourcewell discounted price) on all of the items that you want Sourcewell to consider as part of your RFP response. If applicable, provide a SKU for each item in your proposal. Upload your pricing materials (if applicable) in the document upload section of your response.	<p>Pricing is based on a per-sensor cost structure that is composed of hardware, set-up and software fees. Hardware and set-up fees are one-time costs at the onset of deployment while software is a per-sensor annual license. Discounts are available based on the quantity of concurrently deployed sensors and/or for multi-year commitments. See the provided pricing materials for itemized hardware, set-up and software costs.</p> <p>For any potential project Optic resources will develop one or multiple solution design options. Designs will consider all viable Optic supported sensor types, including LiDAR, CCTV and stereoscopic sensors, and recommend the best fit type(s). The sensor type, quantity and corresponding hardware/set-up/software fee quote fall out of the solution design process. Solution designs are provided free of charge in most circumstances and are focused on delivering the client's stated use case(s) with the technology that provides the lowest total cost of ownership.</p> <p>Optic, for their convenience of clients, typically provides an all-inclusive, pre-configured hardware kit that is provisioned to be 'plug and play' and may include sensors, processors, power equipment and mounting equipment. We are a leading re-seller of LiDAR sensors from top manufacturers, from both domestic and global, and also have industry leading stereoscopic and CCTV camera partners. All deployments are configured to be remotely managed, including configuration, calibration, data integration, bug fixes and software updates. Optic deployments, in some scenarios, may take advantage of existing infrastructure and have no hardware fee component. It is also an option for clients to procure Optic supported hardware, as documented during the solution design process, independently.</p> <p>The Optic software fees include remote support, bug-fixes and software updates. Professional services for custom engineering and analytics support are available on a rate card basis. Professional services may be purchased in buckets of hours, based on a count of fractional or full-time equivalent employees or on a project basis.</p> <p>All resources required for a 3rd party installer, including deployment documentation, online preparatory meetings and live remote support, to install the hardware are provided as part of the one-time set-up fees. Installation is also offered by Optic as a managed service. A managed installation service is charged back to the client as actual 3rd party installer fees plus 15%.</p>	
65	Quantify the pricing discount represented by the pricing proposal in this response. For example, if the pricing in your response represents a percentage discount from MSRP or list, state the percentage or percentage range.	Optic has established relationships with leading hardware manufacturers and purchases sensor hardware in bulk in order to offer aggressive prices to our clients. Due to the emerging nature of much of the sensor technology we support, we do not use list or MSRP as a pricing foundation and instead we work to provide hardware at the smallest markup to our costs to make the project viable.	*
66	Describe any quantity or volume discounts or rebate programs that you offer.	<p>Software discounts are offered both based on the quantity of concurrently deployed comparable sensors and/or for multi-year commitments.</p> <p>Multi-Year Discount Two year commitments -15% Three year commitments - 30%</p> <p>Sensor Volume Discount 25 to 50 - 10% 50 to 75 - 20% 75 to 100 - 30% 100+ - AQ</p>	*
67	Propose a method of facilitating "sourced" products or related services, which may be referred to as "open market" items or "non-contracted items". For example, you may supply such items "at cost" or "at cost plus a percentage," or you may supply a quote for each such request.	Sourced open market items, such as sensor mounts, can be procured at cost plus 10%. Alternatively, we can provide the exact makes, models and quantities required for a project and they may be procured directly by the client.	*

68	Identify any element of the total cost of acquisition that is NOT included in the pricing submitted with your response. This includes all additional charges associated with a purchase that are not directly identified as freight or shipping charges. For example, list costs for items like pre-delivery inspection, installation, set up, mandatory training, or initial inspection. Identify any parties that impose such costs and their relationship to the Proposer.	<p>None.</p> <p>Tax and shipping are the only charges not included in our pricing.</p>	*
69	If freight, delivery, or shipping is an additional cost to the Sourcewell participating entity, describe in detail the complete freight, shipping, and delivery program.	<p>Yes, freight, delivery, and shipping costs may be an additional expense for Sourcewell participating entities, depending on the destination and logistics requirements. Our freight and shipping program is designed to be flexible, cost-effective, and transparent, ensuring that entities receive timely deliveries with clear pricing structures.</p> <p>Freight, Shipping, and Delivery Program Details</p> <p>Cost Determination Based on Location</p> <p>Contiguous U.S. – Standard shipping rates apply, and we offer bulk shipping discounts for large orders.</p> <p>Alaska, Hawaii, & U.S. Territories – Shipping costs vary based on carrier availability and mode of transport (air or sea).</p> <p>Canada & International Deliveries – Customs duties, taxes, and brokerage fees may apply and will be outlined in advance.</p> <p>Shipping Methods & Options</p> <p>Standard Ground Freight – Cost-effective for most orders with typical transit times of 3-7 business days.</p> <p>Expedited Shipping – Available upon request for time-sensitive deliveries.</p> <p>Freight Cost Transparency & Estimation</p> <p>Shipping costs are calculated at the time of order and provided upfront to ensure transparency.</p> <p>Entities can request a freight quote before placing an order.</p> <p>Large-volume shipments may qualify for discounted or consolidated shipping rates.</p> <p>Tracking & Delivery Support</p> <p>We work closely with Sourcewell participating entities to ensure cost-effective, timely, and reliable shipping solutions while maintaining full transparency on freight costs.</p>	*

70	Specifically describe freight, shipping, and delivery terms or programs available for Alaska, Hawaii, Canada, or any offshore delivery.	<p>We offer customized freight, shipping, and delivery solutions for Alaska, Hawaii, Canada, and offshore locations, ensuring efficient logistics and compliance with regional shipping requirements.</p> <p>Shipping & Freight Terms by Region:</p> <p>1. Alaska & Hawaii Carrier Partnerships – We utilize major freight carriers (e.g., FedEx, UPS, DHL, and freight forwarders) for reliable service. Freight Terms – Standard FOB Origin terms apply. Expedited Shipping – Available upon request for urgent deliveries. Custom Logistics Support – If bulk shipments require specialized handling, we coordinate with local logistics partners to optimize transport.</p> <p>2. Canada Cross-Border Compliance – We handle customs documentation and import requirements to ensure smooth delivery. Duties & Taxes – The responsibility for duties, taxes, and brokerage fees is determined based on contractual agreements. Freight Methods – We offer standard ground shipping, LTL and air freight options for faster service.</p> <p>3. Offshore Locations (U.S. Territories & International Deliveries) Shipping Coordination – We work with freight forwarders for international destinations Maritime & Air Freight – Delivery methods vary by location, urgency and goods, including ocean freight for large shipments. Customs & Regulatory Compliance – All international shipments are compliant with local import/export regulations. Additional Freight & Shipping Considerations: Insurance Options – Available upon request to protect high-value shipments. Tracking & Logistics Support – Real-time tracking provided for all major shipments.</p> <p>Our shipping and freight approach is designed to be flexible and cost-effective, ensuring that Sourcewell participating entities receive their equipment efficiently, regardless of location.</p>	*
71	Describe any unique distribution and/or delivery methods or options offered in your proposal.	<p>Direct-to-Site Delivery – We coordinate timely and secure shipments directly to the installation or project site, ensuring seamless implementation.</p> <p>Phased Delivery Approach – For larger projects, we offer staggered deliveries based on milestones, reducing storage needs and optimizing installation workflows.</p> <p>White-Glove Service – Includes on-site setup, testing, and integration support to ensure a smooth deployment.</p> <p>Remote & Pre-Configured Shipments – Equipment can be pre-configured, tested, and labeled before delivery, enabling faster on-site activation.</p> <p>Expedited & Just-in-Time (JIT) Delivery – Available for urgent deployments where timing is critical.</p> <p>International Logistics Support – For projects requiring cross-border shipping, we handle customs coordination and compliance to ensure a smooth process.</p>	*
72	Specifically describe any self-audit process or program that you plan to employ to verify compliance with your proposed agreement with Sourcewell. This process includes ensuring that Sourcewell participating entities obtain the proper pricing.	Projects are priced in a consistent, transparent manner using the published SKU based pricing. All Optic projects go through an internal 'Deal Review Committee' meeting with senior leadership to ensure that pricing has been applied correctly. Prospective clients will be provided price lists and may also confirm the accuracy of any quote independently.	*
73	If you are awarded an agreement, provide a few examples of internal metrics that will be tracked to measure whether you are having success with the agreement.	We track a number of common business development metrics including prospect volume, quotes delivered, conversions and conversion rate, average revenue per engagement and margin. In addition we will track projects won from the Sourcewell contract.	*
74	Provide a proposed Administration Fee payable to Sourcewell. The Fee is in consideration for the support and services provided by Sourcewell. The propose an Administrative Fee will be payable to Sourcewell on all completed transactions to Participating Entities utilizing this Agreement. The Administrative Fee will be calculated as a stated percentage, or flat fee as may be applicable, of all completed transactions utilizing this Master Agreement within the preceding Reporting Period defined in the agreement.	We propose that 3% of first year or initial contract (in the event that the initial contract is multi-year) revenue generated from Sourcewell sourced engagements as an Administration Fee payable to Sourcewell.	*

Table 6B: Pricing Offered

Line Item	The Pricing Offered in this Proposal is: *	Comments	
75	The pricing offered is as good as or better than pricing typically offered through existing cooperative contracts, state contracts, or agencies.	The proposed OPTIC pricing is highly competitive and offers exceptional value in terms of performance and analytics. Our approach combines premium technology and expertise with cost efficiency, delivering outstanding ROI by streamlining operations, enhancing crowd management, and driving revenue growth.	*

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

Line Item	Question	Response *	
76	Provide a detailed description of all the Solutions offered, including used Solutions if applicable, offered in the proposal.	<p>Optic provides venue and site operators with real-time insights into crowd movement and behavior—from the entire site down to each square yard. This enables teams to optimize operations, enhance the patron experience, drive revenue, and measure impact with precision.</p> <p>Using LiDAR or existing CCTV infrastructure, Optic captures real-time crowd movement data without collecting personally identifiable information (PII), ensuring patron privacy.</p> <p>Designed for any venue that hosts crowds, Optic scales effortlessly—from millions at an airport to hundreds in a retail store. It is currently deployed across airports, stadiums, precincts, fairs, malls, stores, and public spaces worldwide.</p>	*
77	Within this RFP category there may be subcategories of solutions. List subcategory titles that best describe your products and services.	<p>Within the Passenger and Crowd Flow category, PMY's OPTIC solution spans multiple subcategories:</p> <p>Occupancy & Density Monitoring – AI-powered people counting and congestion detection for optimizing space utilization and throughput.</p> <p>Queue Management – Tracking wait times, queue lengths, and crowd flow to enhance passenger experience and operational efficiency.</p> <p>Dwell Time Analytics – Measuring time spent at key locations (e.g., security checkpoints, lounges, retail, boarding gates) to improve flow and engagement strategies.</p> <p>Unusual Behavior Detection & Incident Monitoring – AI-driven anomaly detection and real-time alerts for security threats, overcrowding, and emergency response.</p> <p>Full Journey Tracking – comprehensive tracking of individuals from entrance to exit, and every step in between.</p> <p>Trend Analysis – Leveraging historical data to identify patterns and forecast future crowd behaviors</p>	*

Table 7B: Depth and Breadth of Offered Solutions

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

Line Item	Category or Type	Offered *	Comments	
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78	Passenger detection, movement, flow, tracking, and counting at various touchpoints, curb-to-gate analytics	<div><div><input checked="" type="radio"/> Yes</div><div><input type="radio"/> No</div></div>	<p>PMY's OPTIC solution provides comprehensive passenger detection, movement analysis, and flow tracking across key touchpoints, enabling curb-to-gate visibility. By leveraging AI-driven video analytics, LiDAR, and other technologies, our system captures real-time and historical passenger movement data, ensuring accurate occupancy tracking, queue management, and congestion detection.</p> <ul style="list-style-type: none">· Multi-Technology Approach – OPTIC integrates multiple technologies for a flexible, hardware-agnostic approach to tracking and analytics.· Touchpoint Monitoring – Tracks movement through checkpoints, security lanes, boarding areas, retail zones, and gate areas to optimize passenger flow.· Curb-to-Gate Analytics – Provides insights into dwell times, high-traffic zones, and bottlenecks, helping operators enhance efficiency and passenger experience.· Operational Optimization – Supports staffing decisions, layout planning, and throughput improvements with real-time and historical analytics.· Privacy-Focused Data Collection – Ensures compliance with regulations by utilizing anonymous tracking without facial recognition or personal data collection. <p>Our solution delivers actionable insights that help transportation hubs streamline operations, improve passenger experiences, and maximize revenue opportunities.</p>
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79	Passenger dwell, occupancy, and service level monitoring, automatic passenger counting (APC)	<input checked="" type="radio"/> Yes <input type="radio"/> No	<p>PMY's OPTIC solution leverages a multi-technology approach to accurately track passenger movement, occupancy, and dwell time in real-time. By integrating CCTV cameras, LiDAR, and other technologies, OPTIC provides granular visibility into passenger flow, enabling data-driven decision-making for optimizing operations.</p> <p>How OPTIC Solves These Challenges:</p> <ul style="list-style-type: none"> · Passenger Dwell Time Tracking – Using LiDAR, OPTIC fully tracks an individual's journey through a space, capturing precise dwell times at key areas such as security checkpoints, lounges, concessions, and boarding gates. This helps optimize layouts, staffing, and passenger experience. · Occupancy Monitoring – OPTIC monitors real-time occupancy using CCTV-based head and shoulder detection and LiDAR 3D mapping to accurately count individuals in designated areas. This prevents overcrowding and improves space utilization. · Service Level Monitoring – OPTIC monitors queues, wait & dwell times, and other metrics to deliver meaningful insights and trends. OPTIC provides operators with real-time alerts and historical trend analysis to improve service delivery and response times. · Automatic Passenger Counting (APC) – OPTIC technologies accurately count passengers at entry/exit points, transit hubs, and high-traffic areas, eliminating the need for manual counting and ensuring reliable data collection. · Real-Time and Predictive Analytics – OPTIC's AI-driven analytics allow real-time monitoring and historical reporting, enabling proactive crowd management and long-term planning. <p>OPTIC's multi-layered tracking approach ensures accurate, privacy-compliant crowd intelligence, helping transportation operators and venue managers make informed decisions to enhance passenger experience, optimize staffing, and prevent congestion.</p>	
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80	Queue management, wait times, foot fall traffic patterns and analytics, asset utilization	<input checked="" type="radio"/> Yes <input type="radio"/> No	<p>Flexible queue management is a critical requirement for understanding how queues operate. The Optic platform provides the necessary flexibility in configuration as well as the ability to do deep analytics on queue performance and rich integration into systems (internal and public).</p> <ul style="list-style-type: none"> · Flexible Queue Management - Configure any type/number of queues. Including both structured and dynamic with termination points ranging from one or multiple processing desks to transit entry. · Real-time and Historical Tracking - Track queues in real-time. Customize update cycles with smoothing. And report on queue performance for any period down to 1 minute granularity. · Segmented Wait Times - Track groups of passengers separately based on entry path and provide differentiated wait times/queue performance for each passenger group. · Footfall Traffic Patterns & Analytics – By tracking individuals during every step of their journey, OPTIC's full journey tracking allows detailed footfall traffic analytics. This helps optimize crowd flow, entry/exit points, and staffing allocations. · Asset Utilization – OPTIC monitors the usage of critical infrastructure and assets, such as gates, kiosks, baggage claim areas, and lounges, ensuring that resources are allocated efficiently based on real-time demand. · Full Integration - Full MQTT real-time feed comes with every queue metric. All historical data is available via API down to the 10-minute level for any defined zone or queue. There's even a public-view builder that also supports Webhooks. <p>The platform meets the tender requirements out-of-the-box, minimizing the need for expensive/risky development and customization.</p>
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81	Unusual behavior detection and incident monitoring	<input checked="" type="radio"/> Yes <input type="radio"/> No	<p>PMY's OPTIC solution enhances safety and situational awareness by leveraging real-time AI-driven analytics to detect unusual behavior and monitor incidents across a site. OPTIC</p> <p>provides proactive alerts and forensic analysis to support security teams in identifying and responding to anomalous crowd behavior, safety risks, and operational disruptions.</p> <p>How OPTIC Supports Unusual Behavior Detection & Incident Monitoring:</p> <ul style="list-style-type: none"> · Anomaly Detection & Alerting – OPTIC's AI models continuously analyze movement patterns, speed, and density to detect sudden stops, erratic movement, unauthorized access, or crowd surges that may indicate a security threat or medical emergency. · Crowd Flow & Congestion Monitoring – LiDAR and CCTV analytics track density shifts and unusual crowd behaviors, helping operators quickly identify and respond to bottlenecks, overcrowding, or unexpected gathering points. · Incident Tracking & Forensic Analysis – OPTIC enables post-incident reviews by storing and analyzing movement data, allowing security teams to reconstruct events, identify patterns, and refine response strategies. · Proactive Response Enablement – Security teams receive real-time SMS or email alerts, allowing for rapid response to suspicious activity, crowd surges, or emergency situations. <p>By providing real-time detection, automated alerts, and post-event analysis, OPTIC helps operators maintain a secure, well-managed environment, ensuring safety for passengers, staff, and stakeholders.</p>	*
82	Real-time Smart Transit Displays and Equipment	<input checked="" type="radio"/> Yes <input type="radio"/> No	<p>For data integration, BI and digital twin applications, OPTIC provides an API, database integrations, BigQuery feeds and real time MQTT feed for use by clients.</p> <p>OPTIC can integrate with digital signage to provide real-time updates on queue lengths, processing times, and crowd movement, guiding passengers to less congested areas or alternate service points.</p> <p>OPTIC is hardware-agnostic, allowing it to integrate with existing transit display systems, IoT-enabled signage, and passenger information networks without requiring additional infrastructure investment.</p>	*

83	3D vision and AI sensors for people & vehicle movement	<input checked="" type="radio"/> Yes <input type="radio"/> No	<p>PMY's OPTIC solution leverages 3D mapping and AI-powered video inferencing to accurately track people and vehicle movement in real time.</p> <p>People Movement & Crowd Flow</p> <ul style="list-style-type: none">· LiDAR 3D Mapping tracks individuals across large areas, providing full journey analytics· AI-powered CCTV Analytics detect head and shoulder movements throughout a space <p>Vehicle Tracking & Traffic Management</p> <ul style="list-style-type: none">· LiDAR-based Path Tracking enables real-time detection of vehicle movement· Access Control Integration allows for automated lot monitoring and dynamic traffic rerouting based on real-time occupancy data.
84	Traffic flow dividers, panels and stanchions	<input type="radio"/> Yes <input checked="" type="radio"/> No	<p>PMY does not supply physical traffic flow dividers, panels, or stanchions. However, our OPTIC solution provides data-driven recommendations on optimal queue layouts, crowd flow strategies, and structural placement to improve efficiency and safety.</p> <p>Additionally, OPTIC's AI-driven software can identify both structured and unstructured queues without reliance on physical barriers.</p>
85	Electronic and mobile check-in kiosks	<input type="radio"/> Yes <input checked="" type="radio"/> No	<p>While OPTIC can integrate with vendors that operate kiosks to provide crowd data, we do not provide, install, or operate any kiosks.</p>

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

Line Item 86. NOTICE: To identify any exception, or to request any modification, to Sourcewell standard Master Agreement terms, conditions, or specifications, a Proposer must submit the proposed exception(s) or requested modification(s) via redline in the Master Agreement Template provided in the “Bid Documents” section. Proposer must upload the redline in the “Requested Exceptions” upload field. All exceptions and/or proposed modifications are subject to review and approval by Sourcewell and will not automatically be included in the Master Agreement.

Do you have exceptions or modifications to propose?	Acknowledgement *
	<input checked="" type="radio"/> Yes <input 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](#) - OPTIC Price List - 2.19.25.xlsx - Wednesday February 26, 2025 11:56:55
- [Financial Strength and Stability](#) - HSBC Letterhead - PMY .pdf - Monday March 03, 2025 09:34:30
- [Marketing Plan/Samples](#) - Optic Venue Intelligence Overview.pdf - Wednesday February 26, 2025 11:57:27
- WMBE/MBE/SBE or Related Certificates (optional)
- Standard Transaction Document Samples (optional)
- Requested Exceptions (optional)
- [Upload Additional Document](#) - Optic Sample Pricing Scenarios.docx - Wednesday February 26, 2025 11:58:26

Addenda, Terms and Conditions

PROPOSER AFFIDAVIT OF COMPLIANCE

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

1. The Proposer is submitting this Proposal under its full and complete legal name, and the Proposer legally exists in good standing in the jurisdiction of its residence.
2. The Proposer warrants that the information provided in this Proposal is true, correct, and reliable for purposes of evaluation for award.
3. The Proposer certifies that:
 - (1) The prices in this Proposal have been arrived at independently, without, for the purpose of restricting competition, any consultation, communication, or agreement with any other Proposer or competitor relating to-
 - (i) Those prices;
 - (ii) The intention to submit an offer; or
 - (iii) The methods or factors used to calculate the prices offered.
 - (2) The prices in this Proposal have not been and will not be knowingly disclosed by the Proposer, directly or indirectly, to any other Proposer or competitor before award unless otherwise required by law; and
 - (3) No attempt has been made or will be made by Proposer to induce any other concern to submit or not to submit a Proposal for the purpose of restricting competition.
4. To the best of its knowledge and belief, and except as otherwise disclosed in the Proposal, there are no relevant facts or circumstances which could give rise to an organizational conflict of interest. An organizational conflict of interest is created when a current or prospective supplier is unable to render impartial service to Sourcewell due to the supplier's: a. creation of evaluation criteria during performance of a prior agreement which potentially influences future competitive opportunities to its favor; b. access to nonpublic and material information that may provide for a competitive advantage in a later procurement competition; c. impaired objectivity in providing advice to Sourcewell.
5. Proposer will provide to Sourcewell Participating Entities Solutions in accordance with the terms, conditions, and scope of a resulting master agreement.
6. The Proposer possesses, or will possess all applicable licenses or certifications necessary to deliver Solutions under any resulting master agreement.
7. The Proposer will comply with all applicable provisions of federal, state, and local laws, regulations, rules, and orders.
8. Proposer its employees, agents, and subcontractors are not:
 1. Included on the "Specially Designated Nationals and Blocked Persons" list maintained by the Office of Foreign Assets Control of the United States Department of the Treasury found at: <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, 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. - Alyscenne Vallelonga, Marketing Manager, PMY ETS 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 obligations contemplated in the solicitation proposal.

☒ Yes ☐ No

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

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

File Name	I have reviewed the below addendum and attachments (if applicable)	Pages
Addendum 4 Passenger and Crowd Flow Management RFP 022525 Mon February 24 2025 09:58 AM	<input checked="" type="checkbox"/>	1
Addendum 3 Passenger and Crowd Flow Management RFP 022525 Tue February 18 2025 07:19 AM	<input checked="" type="checkbox"/>	3
Addendum 2 Passenger and Crowd Flow Management RFP 022525 Fri February 14 2025 08:21 AM	<input checked="" type="checkbox"/>	7
Addendum 1 Passenger and Crowd Flow Management RFP 022525 Tue February 11 2025 08:13 AM	<input checked="" type="checkbox"/>	2