

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

This Contract is between Sourcewell, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 (Sourcewell) and EastBanc Technologies, LLC, 1211 31st St. NW, Washington, D.C. 20007 (Supplier).

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

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

1. TERM OF CONTRACT

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

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

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

2. EQUIPMENT, PRODUCTS, OR SERVICES

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

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

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

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

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

3. PRICING

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

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

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

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

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

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

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

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

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

4. PRODUCT AND PRICING CHANGE REQUESTS

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

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

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

5. PARTICIPATION, CONTRACT ACCESS, AND PARTICIPATING ENTITY REQUIREMENTS

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

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

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

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

6. PARTICIPATING ENTITY USE AND PURCHASING

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

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

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

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

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

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

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

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

7. CUSTOMER SERVICE

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

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

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

8. REPORT ON CONTRACT SALES ACTIVITY AND ADMINISTRATIVE FEE PAYMENT

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

The Report must contain the following fields:

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

B. ADMINISTRATIVE FEE. In consideration for the support and services provided by Sourcewell, the Supplier will pay an administrative fee to Sourcewell on all Equipment, Products, and

Services provided to Participating Entities. The Administrative Fee must be included in, and not added to, the pricing. Supplier may not charge Participating Entities more than the contracted price to offset the Administrative Fee.

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

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

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

9. AUTHORIZED REPRESENTATIVE

Sourcewell's Authorized Representative is its Chief Procurement Officer.

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

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

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

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

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

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

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

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

11. INDEMNITY AND HOLD HARMLESS

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

12. GOVERNMENT DATA PRACTICES

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

13. INTELLECTUAL PROPERTY, PUBLICITY, MARKETING, AND ENDORSEMENT

A. INTELLECTUAL PROPERTY

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

promotional materials for the purpose of marketing Sourcewell's relationship with Supplier.

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

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

3. *Use; Quality Control.*

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

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

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

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

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

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

14. GOVERNING LAW, JURISDICTION, AND VENUE

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

15. FORCE MAJEURE

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

16. SEVERABILITY

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

17. PERFORMANCE, DEFAULT, AND REMEDIES

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

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

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

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

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

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

18. INSURANCE

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

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

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

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

Minimum limits:

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

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

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

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

Minimum Limits:

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

\$1,000,000 Personal and Advertising Injury

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

\$2,000,000 general aggregate

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

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

Minimum Limits:

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

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

Minimum Limits:

\$2,000,000

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

Minimum limits:

\$2,000,000 per occurrence

\$2,000,000 annual aggregate

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

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

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

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

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

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

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

19. COMPLIANCE

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

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

20. BANKRUPTCY, DEBARMENT, OR SUSPENSION CERTIFICATION

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

22. CANCELLATION

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

Sourcewell

EastBanc Technologies, LLC

DocuSigned by:
Jeremy Schwartz
C0FD2A139D06489...
By: _____
Jeremy Schwartz
Title: Chief Procurement Officer
1/15/2024 | 2:13 PM CST
Date: _____

DocuSigned by:
Philippe Lanier
B504BAD944F94C7...
By: _____
Philippe Lanier
Title: CEO
1/15/2024 | 9:04 AM CST
Date: _____

RFP 120423 - Curb Management Technologies with Related Services

Vendor Details

Company Name: EastBanc Technologies, LLC
Address: 1211 31st NW
Washington, DC 20007
Contact: Kelsey McKeen
Email: operations@eastbanctech.com
Phone: 540-376-2427
Fax: 202-295-3000
HST#: 522205736

Submission Details

Created On: Monday December 04, 2023 08:42:24
Submitted On: Monday December 04, 2023 15:36:06
Submitted By: Kelsey McKeen
Email: operations@eastbanctech.com
Transaction #: ebf49c8-3d71-49d9-8a0a-596c422bce1c
Submitter's IP Address: 98.118.248.3

Specifications

Table 1: Proposer Identity & Authorized Representatives

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

Line Item	Question	Response *
1	Proposer Legal Name (one legal entity only): (In the event of award, will execute the resulting contract as "Supplier")	EastBanc Technologies, LLC
2	Identify all subsidiary entities of the Proposer whose equipment, products, or services are included in the Proposal.	N/A
3	Identify all applicable assumed names or DBA names of the Proposer or Proposer's subsidiaries in Line 1 or Line 2 above.	N/A
4	Provide your CAGE code or Unique Entity Identifier (SAM):	1PZV8
5	Proposer Physical Address:	1211 31st St NW, Washington DC 20007
6	Proposer website address (or addresses):	https://eastbanctech.com/
7	Proposer's Authorized Representative (name, title, address, email address & phone) (The representative must have authority to sign the "Proposer's Assurance of Compliance" on behalf of the Proposer and, in the event of award, will be expected to execute the resulting contract):	Philippe Lanier, CEO, 1211 31st St NW, Washington DC 20007, planier@eastbanctech.com, 202-295-3000
8	Proposer's primary contact for this proposal (name, title, address, email address & phone):	Kelsey McKeen, Operations Manager, 1211 31st St NW, Washington DC 20007, operations@eastbanctech.com, 540-376-2427
9	Proposer's other contacts for this proposal, if any (name, title, address, email address & phone):	N/A

Table 2: Company Information and Financial Strength

Line Item	Question	Response *
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10	Provide a brief history of your company, including your company's core values, business philosophy, and industry longevity related to the requested equipment, products or services.	<p>Headquartered in Washington, D.C., EastBanc Technologies stands at the forefront of software development, pioneering innovation since its establishment in 1999. Our unwavering commitment to delivering successful software solutions spans various sectors, including commercial, enterprise, state, local, and federal government. As a GSA-approved entity, we specialize in developing flexible enterprise software tailored to evolving business needs. We pride ourselves on our adaptability, seamlessly integrating cutting-edge technology and, when needed, custom-building solutions to ensure enduring success.</p> <p>Our approach is rooted in simplicity, driven by a small, human-centric ethos that cares deeply about our clients. We embrace complexity, transforming it into straightforward solutions, and boldly venture into uncharted territories, challenging norms with every project. At EastBanc Technologies, innovation is not just a service; it's ingrained in our DNA.</p> <p>Since the year 2012, EastBanc has been instrumental in deploying asset-tracking management solutions, implementing beacon technology projects, offering data prediction services, developing mobile applications, creating web-based line-of-business applications, and designing APIs for state and local government agencies, all with a focus on improving the quality of life on streets and curbs across the country. Our extensive client portfolio includes esteemed names in local government, such as the City of Washington, D.C.'s Metropolitan Transit Authority (WMATA), Department of Transportation (DDOT), and Department of For-Hire Vehicles (DFHV), the Montgomery County, Maryland's Department of Transportation, and the Harris County, Texas' Metro (City of Houston). Our dedication to fostering innovation is evident in our commitment to providing "Innovation as a Service" (IaaS), which attracts and retains top talent in the industry.</p> <p>EastBanc Technologies' commitment to excellence is underscored by its recognition, including accolades such as Fast Company's "Best Workplaces for Innovators" and "World Changing Ideas" awards. Achieving Microsoft Gold Certified Partner status with a Microsoft Azure Advanced Specialization in the Modernization of Web Applications signifies our proficiency, complemented by AWS and Google Cloud certifications. With EastBanc Technologies, you are not just getting a technology partner; you are engaging with a trailblazer in innovation, ready to navigate the complexities of your unique challenges.</p>	*
11	What are your company's expectations in the event of an award?	EastBanc Technologies looks to provide its solutions and/or custom software development for Sourcewell and its clients.	*
12	Demonstrate your financial strength and stability with meaningful data. This could include such items as financial statements, SEC filings, credit and bond ratings, letters of credit, and detailed reference letters. Upload supporting documents (as applicable) in the document upload section of your response.	EastBanc Technologies is a private organization and does not disclose its finances to the general public. We have provided Sourcewell with our Certificate of Good Standing from the Washington DC government. We are happy to provide additional financial items to Sourcewell upon request under a confidentiality agreement.	*
13	What is your US market share for the solutions that you are proposing?	N/A	*
14	What is your Canadian market share for the solutions that you are proposing?	N/A	*
15	Has your business ever petitioned for bankruptcy protection? If so, explain in detail.	No	*
16	<p>How is your organization best described: is it a manufacturer, a distributor/dealer/reseller, or a service provider? Answer whichever question (either a) or b) just below) best applies to your organization.</p> <p>a) If your company is best described as a distributor/dealer/reseller (or similar entity), provide your written authorization to act as a distributor/dealer/reseller for the manufacturer of the products proposed in this RFP. If applicable, is your dealer network independent or company owned?</p> <p>b) If your company is best described as a manufacturer or service provider, describe your relationship with your sales and service force and with your dealer network in delivering the products and services proposed in this RFP. Are these individuals your employees, or the employees of a third party?</p>	EastBanc Technologies is a service provider. Our sales and service force are employees of EastBanc Technologies. We have direct relationships with our clients and consider them to be partners in our work with them. We employ a team of technologists in the US and Europe.	*

17	If applicable, provide a detailed explanation outlining the licenses and certifications that are both required to be held, and actually held, by your organization (including third parties and subcontractors that you use) in pursuit of the business contemplated by this RFP.	N/A. We have a DC Business License	*
18	Provide all "Suspension or Debarment" information that has applied to your organization during the past ten years.	N/A	*

Table 3: Industry Recognition & Marketplace Success

Line Item	Question	Response *	
19	Describe any relevant industry awards or recognition that your company has received in the past five years	Our commitment to excellence is reflected in the awards and recognition we have received over the years, particularly for our work in transportation and state and local government. Notable achievements include TransitiQ winning the "Microsoft US State & Local Partner of the Year" award in 2014 and ongoing recognition for its impactful work. SnowIQ has also received accolades, including the NACo 2017 Achievement Award, Microsoft 2019 Partner of the Year, and 2020 Solution CompTIA Awards from the Public Technology Institute. These awards attest to our dedication to delivering exceptional solutions and services. Additionally, EastBanc Technologies received the "Best Workplaces for Innovators" and "World Changing Ideas" awards from Fast Company in 2022.	*
20	What percentage of your sales are to the governmental sector in the past three years	10.76%	*
21	What percentage of your sales are to the education sector in the past three years	1.4%	*
22	List any state, provincial, or cooperative purchasing contracts that you hold. What is the annual sales volume for each of these contracts over the past three years?	N/A	*
23	List any GSA contracts or Standing Offers and Supply Arrangements (SOSA) that you hold. What is the annual sales volume for each of these contracts over the past three years?	DC Department of Buildings (DOB) Inspector Tracking System (CW76421)	*

Table 4: References/Testimonials

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

Entity Name *	Contact Name *	Phone Number *	
Harris County, TX: Metropolitan Transit Authority	Randy Frazier, CTO	713-739-4841	*
City of Washington DC: Department of For-Hire Vehicles (DFHV)	Eric Fidler, CIO	202-645-0118	*
Montgomery County, MD: Department of Transportation (DDOT)	Reza Zarif, Information Technology Manager	240-777-7619	*

Table 5: Top Five Government or Education Customers

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

Entity Name	Entity Type *	State / Province *	Scope of Work *	Size of Transactions *	Dollar Volume Past Three Years *
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Metropolitan Transit Authority of Harris County	Government	Texas - TX	Any major change in public transit schedules has the potential to cause a huge inconvenience for riders. So when Houston Metro overhauled its transit fleet schedules and routes it came to us for help. Using TransitIQ, our powerful business intelligence solution that uses a combination of GPS and cloud technology to provide a 360-degree view of public transit fleets, we customized the trip planner feature to display the new and old routes side-by-side on one screen. Now riders can see the changes at a glance and plan trips accordingly.	Large	\$880,001.69
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DC Department of Transportation	Government	Maryland - MD	<p>The District of Columbia Government's Department of Transportation (DDOT) manages and maintains the transportation infrastructure across our nation's capital including the district's mass transit services. DDOT's legacy vehicle tracking system had been in place for some time and the agency was looking for new ways to save costs and boost performance. Specific functionality was needed to improve data collection frequency and reliability across its bus fleet.</p> <p>EastBanc Technologies proposed an alternative approach to DDOT's legacy system—TransitIQ. It is a powerful, comprehensive and innovative business intelligence solution for public transit agencies. Using a combination of smartphone-based GPS, IoT, and cloud technology, TransitIQ provides a 360-degree view of individual vehicles and DDOT's overall fleet (location, speed, and direction). Powered by the cloud (no internal infrastructure is required), TransitIQ automatically scales to handle peak traffic times and a surge in position reports—without interruption or delay. TransitIQ can uncover vital efficiency gains across the entire system, specific routes, buses, trains, etc.</p> <p>EastBanc Technologies also provides DDOT with mobile applications, trip planning screens, and bus stop displays. This provides greater transparency to riders in the form of real-time data and situational awareness of DDOT's transportation network, wherever they are.</p> <p>The solution provides DDOT with "one source of truth" about its fleet of buses. Vital facts about fleet movements are reported in an intuitive, dashboard-based format. The resulting optimization increases rider satisfaction, prevents delays or bunching, and optimizes transit coverage.</p>	Small	\$9,294.99	*
DC Department of Buildings (DOB)	Government	District of Columbia - DC	EastBanc Technologies provides real-time tracking and dispatching of building inspectors.	Large	\$2,981,125.84	*

<p>DC Department of For-Hire Vehicles</p>	<p>Government</p>	<p>District of Columbia - DC</p>	<p>The District of Columbia Department of For-Hire Vehicles (DFHV) leveraged TerraIQ Taxicab to revolutionize the taxi industry in Washington, DC. Deploying a digital taxi meter and a set of APIs to create an integrated environment across multiple subsystems, this unique solution placed traditional taxi services on a level playing field with car-sharing services such as Uber and Lyft.</p> <p>Previously DFHV maintained five separate systems to track taxi assets, resources, and activities. Taxi driver information was held in one system, lost and found information in a second, and passenger complaints and trip information in others.</p> <p>TerraIQ Taxicab's integrated data hub tracks vehicle location and trip information from the many members of the Digital Taxicab Solution Providers group and derives intelligence across a variety of use cases. The solution gives DFHV visibility into its entire fleet and their activities, including taxi location, on/off duty status, trip information, payment records, and more, all from one comprehensive platform. Reports, maps, and other visualization tools deliver a clear perspective on system performance, anomaly detection, trends, and goal measurement. And because the data hub includes for-hire vehicles as well as car-sharing services, more information on the transportation landscape is available to support business decisions and ensure that all areas are serviced equally.</p>	<p>Large</p>	<p>\$1,567,065.42</p>
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<p>DC Child and Family Services Agency</p>	<p>Government</p>	<p>District of Columbia - DC</p>	<p>The District of Columbia Child and Family Services Agency (DC CFSA) turned to EastBanc Technologies to develop the iSee Caseworkers and iSee Parents mobile applications. This allowed caseworkers and foster parents to securely access critical data from the statewide automated child welfare system in real-time using a range of mobile and desktop devices. Access to welfare system data is provided through multiple secured APIs developed using .NET technologies.</p> <p>Caseworkers reported impressive gains in overall work efficiency, allowing them to complete routine reports and paperwork even when a wireless connection is not available, and using such features as the map tool, which locates and navigates caseworkers to the nearest gas station that accepts agency gas cards, saving both time and additional gas resources. The app allows foster parents to view their foster children's medical information, including their Medicaid card, freeing up time and resources both for CFSA and the foster parents.</p> <p>With the success of the original apps, EastBanc Technologies was asked to develop a third mobile app tailored to the needs of youth transitioning out of foster care. That app provides current and former foster youth with access to tools, resources, and support to quickly and easily find the information they'll need to successfully start their adult life — from job openings to checklists to Medicaid information.</p>	<p>Small</p>	<p>\$104,066.65</p>
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Table 6: Ability to Sell and Deliver Service

Describe your company's capability to meet the needs of Sourcwell 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.	Our Chairman serves as our chief revenue officer and is responsible for direct Sales. He is supported by our robust Marketing team of six and a Sales Operations team of two.	*
27	Dealer network or other distribution methods.	N/A	*
28	Service force.	We employ a team of more than one hundred technologists who specialize in their respective cutting-edge fields.	*
29	Describe the ordering process. If orders will be handled by distributors, dealers or others, explain the respective roles of the Proposer and others.	All orders are managed internally through EastBanc Technologies.	*
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.	Depending upon the maintenance and support needed, we provide a variety of service-level agreements to meet your needs with up to 24/7 support.	*
31	Describe your ability and willingness to provide your products and services to Sourcwell participating entities in the United States.	We are able and willing to provide Sourwell's participants within the United States with our products and will work with each participant to determine their specific needs.	*
32	Describe your ability and willingness to provide your products and services to Sourcwell participating entities in Canada.	We are able and willing to provide Sourwell's participants within Canada with our products and will work with each participant to determine their specific needs.	*
33	Identify any geographic areas of the United States or Canada that you will NOT be fully serving through the proposed contract.	N/A	*
34	Identify any Sourcwell participating entity sectors (i.e., government, education, not-for-profit) that you will NOT be fully serving through the proposed contract. Explain in detail. For example, does your company have only a regional presence, or do other cooperative purchasing contracts limit your ability to promote another contract?	N/A	*
35	Define any specific contract requirements or restrictions that would apply to our participating entities in Hawaii and Alaska and in US Territories.	N/A	*

Table 7: Marketing Plan

Line Item	Question	Response *
36	Describe your marketing strategy for promoting this contract opportunity. Upload representative samples of your marketing materials (if applicable) in the document upload section of your response.	See the submitted Marketing Plan.
37	Describe your use of technology and digital data (e.g., social media, metadata usage) to enhance marketing effectiveness.	See the submitted Marketing Plan.
38	In your view, what is Sourcewell's role in promoting contracts arising out of this RFP? How will you integrate a Sourcewell-awarded contract into your sales process?	Sourcewell should have awareness of the value-add of our product and provide value-add information to their clients and promote accordingly. Likewise, EastBanc Technologies would like to have a mutually beneficial relationship with Sourcewell and will cross-promote Sourcewell for all applicable opportunities.
39	Are your products or services available through an e-procurement ordering process? If so, describe your e-procurement system and how governmental and educational customers have used it.	No

Table 8: Value-Added Attributes

Line Item	Question	Response *
40	Describe any product, equipment, maintenance, or operator training programs that you offer to Sourcewell participating entities. Include details, such as whether training is standard or optional, who provides training, and any costs that apply.	Our TerraIQ products have in-line help throughout the portal and additional user documentation to assist with use. EastBanc Technologies can provide additional training sessions, tailored to the needs of each client on a time and materials basis. These sessions will include a walk through of the entire product and supplemental documentation to assist the training.
41	Describe how your products and services will impact safety and reliability; such as improvement to safety of systems for pedestrians, bicyclists, and the broader traveling public, improve emergency response, etc.	The TerraIQ platform provides benefits to improving safety and reliability for its clients. As an example, with SnowIQ, operators can ensure that emergency routes are plowed or salted as soon as possible. This provides a safety impact as it provides safe route access for emergency personnel. Another example, TransitIQ, provides our real-time predictions for fleet management.

42	Describe how your products and services will improve curb management to allow dynamic pricing, improvements to business access, traffic flow and curb traffic, and any impacts on essential services.	<p>Please see section 4 of the EBT_Proposal_Sourcewell attachment to review additional text and see the diagrams referred to below.</p> <p>Since 2012, EastBanc Technologies has recognized the integral role that streets and curbs play in communities. In their primary role of facilitating the movement of people and goods, streets and curbs provide the economic and social pulse of cities and towns. Managing their use efficiently, economically, and equitably improves the quality of life for residents and delivers the best outcomes for communities. Increasingly, however, public leaders have expanded this vision of curbs from mere conduits for movement to value-producing assets themselves. Conversion of on-street parking to restaurant seating is just the beginning of a transformation of the city curb. This transformation accelerated greatly after the Coronavirus pandemic – and now by deploying next-generation technology tools- public leaders can effectively and creatively seize this opportunity.</p> <p>While only depicting a fraction of a city's manageable curb, the EastBanc Technologies Curb Management Needs diagram depicts the major asset categories that our technology tools are designed to monitor, manage, and optimize.</p> <p>Our Curb Management vision is simple: Through continual monitoring and management, scarce streetscape assets can be made available for the most important assets at the most important time. In this way, curbs can become a living manifestation of what a community values, and they can be leveraged to create greater accessibility, better quality of life, and improved public service delivery.</p> <p>EastBanc Technologies and our implementation partners are equipped to execute innovative projects in urban and community growth agendas, including:</p> <ul style="list-style-type: none"> • Large-Scale Event Planning: Whether for a city's first major event or its 50th, our tools can facilitate the creation of "special use" transit routes for large sporting, cultural, and community events. By optimizing transit timing and vehicle demands it reduces physical space required for event management, and special events' use of curb space can improve attendees' experience. • Smart Mobility Zones: Through analysis of historical mobility data, EastBanc Technologies' tools can create actionable plans for the higher and better use of bus stops, rideshare, parking lots, and related curb assets. In addition to better integration of mass transit, rideshare, and micro-mobility, the TerralQ suite serves as a platform for co-location of complementary retail, food and beverage, and even social service delivery, meeting people with the services they need in the places they already plan to go. • Transit Hub Optimization: Cities and regional transit authorities control considerable real estate assets in urban, suburban, and rural transit hubs. However, this real estate is often not utilized efficiently. Leveraging TerralQ's movement analysis and prediction tools, leaders can develop plans to put these well-placed assets to use for better access to jobs and opportunities, community gatherings, and other emerging public needs. • Master Development Mobility: Following significant growth in the number and size of mixed-use developments and planned communities, the unique opportunity to develop comprehensive multi-modal mobility plans in and around these master developments is tremendous. Working between public authorities and private developers, TerralQ can create a mobility plan for mixed-use developments that will attract long-term residents, increase accessibility across the broader community, and help set a higher standard for curb and common space performance across an entire community. <p>With this guiding principle, we created the customizable TerralQ data and analytics platform and developed solutions for many of the most common assets competing for curb space on a daily basis. From buses and trams to taxis and for-hire vehicles and from public works fleets to food trucks and stationary vending carts.</p> <p>Understanding that curb management was a nascent space when we started this work, the TerralQ platform was intentionally designed with a forward-looking approach to the long-standing municipal problem of how to improve mobility without increasing the size and number of city streets and sidewalks. The platform provides real-time information and predictions about how, when, and how long various assets require curb space. Importantly, it was developed to integrate with other solutions (such as parking availability tools) that help to deliver upon the promise of a comprehensive curb management strategy. Additionally, the platform can be easily adapted to provide real-time information and predictions about some of the latest forms of urban micro-mobility (such as scooters and rideshare bikes) or delivery vehicles (such as parcel and package carriers).</p> <p>EastBanc Technologies, therefore, proposes its TerralQ platform and the specific solutions related to public surface transportation (TransitIQ), heavy-duty vehicle positioning (SnowIQ), private for-hire transportation (TerralQ Taxicab), and mobile vending asset positioning (FoodTruckIQ). We are committed to evolving the platform to meet the dynamic needs of curb management initiatives in individual cities and have structured our proposal to provide customization by interested contracting governments that might have curb management issues outside of our core offering.</p>
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43	Describe your ability to perform projects related to the USDOT Smart Grant Program.	EastBanc Technologies' product can perform projects related to coordinated automation, connected vehicles, sensors, systems integration, and delivery/logistics services.	
44	Describe any technological advances that your proposed products or services offer.	<p>While this is dependent on the product the participant selects, all products will provide a simplified solution and revolutionize the participant's current processes. TerralQ is a software as a service (SaaS) solution that utilizes recent advancements in cloud and smart phone technology. As a cloud-based solution, TerralQ can scalability for demand (especially during peak hours), security and increased reliability. This limits the risk on both us and our customers as we can rely on third party cloud providers such as Microsoft for management of underlying IT infrastructure. Limits the overhead cost in maintaining supporting IT infrastructures including resources.</p> <p>As for SnowIQ, supervisors and drivers no longer rely on cumbersome radios which required an advance level of training to use. Now, the use of personal smartphones to eliminate the need to train on new devices.</p> <p>Please see section 4 of the EBT_Proposal_Sourcewell attachment for more information on our services.</p>	*
45	Describe any "green" initiatives that relate to your company or to your products or services, and include a list of the certifying agency for each.	N/A	*
46	Detail any benefits or impact on the climate realized from your offering such as: the reduction of congestion and/or air pollution, including greenhouse gases or improvement of energy efficiency.	TerralQ enhances environmental sustainability by streamlining fleet operations. Moreover, improved reliability and predictability in fleet services incentivize greater use of public transportation, thereby reducing pollution and traffic congestion caused by personal vehicles. In essence, TerralQ plays a pivotal role in promoting sustainability by boosting energy efficiency and positively influencing the climate through a reduction in congestion and associated environmental pollutants.	
47	Identify any third-party issued eco-labels, ratings or certifications that your company has received for the equipment or products included in your Proposal related to energy efficiency or conservation, life-cycle design (cradle-to-cradle), or other green/sustainability factors.	N/A	*
48	Describe any Women or Minority Business Entity (WMBE), Small Business Entity (SBE), or veteran owned business certifications that your company or hub partners have obtained. Upload documentation of certification (as applicable) in the document upload section of your response.	EastBanc Technologies is certified by the District of Columbia Department of Small and Local Business Development (DSLBD) as a Small Business Enterprise (SBE), Local Business Enterprise (LBE), and Longtime Resident Business (LRB).	*
49	What unique attributes does your company, your products, or your services offer to Sourcewell participating entities? What makes your proposed solutions unique in your industry as it applies to Sourcewell participating entities?	<p>TerralQ offers Sourcewell participating entities a unique set of attributes tailored to the distinct needs of transportation municipalities. Unlike a one-size-fits-all approach, TerralQ is designed with customization in mind, recognizing the diversity of requirements among states and counties. This ensures that our products can be adapted to meet the specific needs of each entity, providing a tailored solution for optimal performance.</p> <p>What sets TerralQ apart is its capability to address a variety of disparate yet interconnected functions. From municipality fleet management and snowplow operations to food truck and taxicab management, TerralQ offers a comprehensive solution that no single company can match. This versatility allows us to solve multiple business problems related to the curb, offering participating entities an integrated and efficient approach.</p> <p>Moreover, TerralQ's modular design is a key advantage. It enables the creation of solutions that precisely align with the unique needs of Sourcewell participating entities without the need to start from scratch. Leveraging existing IP cuts down development time and costs associated with crafting an entirely new solution. In essence, TerralQ empowers entities to build tailored solutions efficiently, utilizing a range of existing components and expertise while avoiding the need to reinvent the wheel.</p>	*

Table 9A: Warranty

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

Line Item	Question	Response *
50	Do your warranties cover all products, parts, and labor?	TerralQ is a Software as a Service (SaaS) solution and its use is contingent on the purchase of annual licenses. We guarantee that, with the acquisition of these licenses, our commitment extends to ensuring the continuous operation of the product. This coverage encompasses all aspects of the SaaS solution to maintain optimal functionality throughout the license period.
51	Do your warranties impose usage restrictions or other limitations that adversely affect coverage?	Yes, our licenses impose usage restrictions. You must adhere to the agreed-upon number of vehicles outlined in our terms. If there is an exceedance of this specified number, our warranty coverage may be adversely affected, and we may not be able to provide support for the additional vehicles beyond the agreed-upon limit. It is essential to stay within the agreed usage parameters to ensure uninterrupted and optimal coverage.
52	Do your warranties cover the expense of technicians' travel time and mileage to perform warranty repairs?	N/A
53	Are there any geographic regions of the United States or Canada (as applicable) for which you cannot provide a certified technician to perform warranty repairs? How will Sourcewell participating entities in these regions be provided service for warranty repair?	N/A
54	Will you cover warranty service for items made by other manufacturers that are part of your proposal, or are these warranties issues typically passed on to the original equipment manufacturer?	N/A
55	What are your proposed exchange and return programs and policies?	N/A
56	Describe any service contract options for the items included in your proposal.	The TerralQ annual license comes with a baseline of support services as part of our standard offering. However, for those seeking expedited response times or wishing to develop additional features and functionality beyond existing solution, additional costs may apply. We offer flexible service contract options that cater to varying needs, allowing clients to customize their level of support based on specific requirements.

Table 9B: Performance Standards or Guarantees

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

Line Item	Question	Response *
57	Describe any performance standards or guarantees that apply to your services	This varies between products. As a whole, we provide, at minimum, an SLA of 99.5% uptime for all clients.
58	Describe any service standards or guarantees that apply to your services (policies, metrics, KPIs, etc.)	N/A
59	Describe how you will measure cost savings and/or performance improvements with the utilization of your solutions.	EastBanc Technologies monitors legacy data from customers' legacy systems and compares the legacy data to current performance data in the form of BI reports.
60	Describe how you use Curb Data Specification (CDS) and how you would further develop these standards in the future.	EastBanc Technologies is not currently utilizing this; however, we are willing to adopt for future use.
61	Describe your experience with Mobility Data Specification (MDS), as well as how you use MDS to help improve agencies' transportation systems.	EastBanc Technologies is not currently utilizing this; however, we are willing to adopt for future use.

Table 10: Payment Terms and Financing Options

Line Item	Question	Response *
62	Describe your payment terms and accepted payment methods.	Payment terms are usually NET 30, but we are happy to negotiate. EastBanc Technologies accepts checks or direct deposits (ACH Wires).
63	Describe any leasing or financing options available for use by educational or governmental entities.	N/A
64	Describe any standard transaction documents that you propose to use in connection with an awarded contract (order forms, terms and conditions, service level agreements, etc.). Upload a sample of each (as applicable) in the document upload section of your response.	We require Master Service Agreements to be signed to govern the contracts with each participant.
65	Do you accept the P-card procurement and payment process? If so, is there any additional cost to Sourcwell participating entities for using this process?	No

Table 11: Pricing and Delivery

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

Line Item	Question	Response *
66	Describe your pricing model (e.g., line-item discounts or product-category discounts). Provide detailed pricing data (including standard or list pricing and the Sourcwell discounted price) on all of the items that you want Sourcwell to consider as part of your RFP response. If applicable, provide a SKU for each item in your proposal. Upload your pricing materials (if applicable) in the document upload section of your response.	Pricing is based on the number of vehicles and can be found in the Pricing attachment. Additional customization is priced on a time and materials basis.
67	Quantify the pricing discount represented by the pricing proposal in this response. For example, if the pricing in your response represents a percentage discount from MSRP or list, state the percentage or percentage range.	The discount we provide to Sourcwell is between 30% and 45% and is based on the number of vehicles. MSRP pricing can be found in the Pricing attachment.
68	Describe any quantity or volume discounts or rebate programs that you offer.	Please see the Pricing attachment.
69	Propose a method of facilitating "sourced" products or related services, which may be referred to as "open market" items or "nonstandard options". For example, you may supply such items "at cost" or "at cost plus a percentage," or you may supply a quote for each such request.	This is handled on a case-by-case basis. The method of supplying such items may vary depending on the specific requirements of each request. This flexible approach allows us to tailor our response to the unique needs of each situation and our aim is to offer the most suitable and transparent solution for each individual request.
70	Identify any element of the total cost of acquisition that is NOT included in the pricing submitted with your response. This includes all additional charges associated with a purchase that are not directly identified as freight or shipping charges. For example, list costs for items like pre-delivery inspection, installation, set up, mandatory training, or initial inspection. Identify any parties that impose such costs and their relationship to the Proposer.	If customizations are required, we charge on a time and materials basis. Please see the Pricing attachment.
71	If freight, delivery, or shipping is an additional cost to the Sourcwell participating entity, describe in detail the complete freight, shipping, and delivery program.	N/A
72	Specifically describe freight, shipping, and delivery terms or programs available for Alaska, Hawaii, Canada, or any offshore delivery.	N/A
73	Describe any unique distribution and/or delivery methods or options offered in your proposal.	N/A

Table 12: Pricing Offered

Line Item	The Pricing Offered in this Proposal is: *	Comments
74	d. other than what the Proposer typically offers (please describe).	We have provided Sourcwell with a discount between 30% and 40%. We do not provide this to other entities.

Table 13: Audit and Administrative Fee

Line Item	Question	Response *
75	Specifically describe any self-audit process or program that you plan to employ to verify compliance with your proposed Contract with Sourcwell. This process includes ensuring that Sourcwell participating entities obtain the proper pricing, that the Vendor reports all sales under the Contract each quarter, and that the Vendor remits the proper administrative fee to Sourcwell. Provide sufficient detail to support your ability to report quarterly sales to Sourcwell as described in the Contract template.	EastBanc Technologies self-audits by monitoring timesheets and ensuring that we follow contract schedules. Any contract under Sourcwell will be monitored by EastBanc Technologies' Accounting team, the Directors of Client Success, and the Operations team. We will provide quarterly audits to Sourcwell to show what we are charging the customers and the fee we are paying to Sourcwell. In addition, we undergo annual third-party audits as a company. This ensures our customers of our financial integrity as a company.
76	If you are awarded a contract, provide a few examples of internal metrics that will be tracked to measure whether you are having success with the contract.	EastBanc Technologies will negotiate KPIs with each individual customer upon award.
77	Identify a proposed administrative fee that you will pay to Sourcwell for facilitating, managing, and promoting the Sourcwell Contract in the event that you are awarded a Contract. This fee is typically calculated as a percentage of Vendor's sales under the Contract or as a per-unit fee; it is not a line-item addition to the Member's cost of goods. (See the RFP and template Contract for additional details.)	EastBanc Technologies is proposing a 4% administrative fee on our sales through the Sourcwell contract. This fee will cover the facilitation, management, and promotion of this contract by Sourcwell.

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

Line Item	Question	Response *
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<p>78</p>	<p>Provide a detailed description of the equipment, products, and services that you are offering in your proposal.</p>	<p>The TerraIQ suite knows and understands the location of every major mobile and select static assets, in a system and can predict when those assets will require curb space. It is a cloud platform that provides real-time information and predictions to manage mobile and static assets in order to deliver the best use of limited curb space. We started by focusing on major users of curb space – surface public transportation vehicles, parking, and private for-hire vehicles – and then, driven by customer demand, expanded into heavy-duty vehicles like snowplow trucks and notoriously difficult-to-track food trucks.</p> <p>Together, the TerraIQ suite provides a critical piece of curb management analytics. The solution underpins the following four modules that can be deployed alone or together to support the specific needs of a given municipality: TransitIQ, TerraIQ Taxicab, SnowIQ, and FoodTruckIQ.</p> <p>For example, for a downtown curb space heavily served by public buses and private for-hire vehicles, a municipality might choose to deploy the TransitIQ and TerraIQ Taxicab modules. By contrast, for a city entertainment district that has a high concentration of food trucks or vending carts but that lacks significant vehicle traffic, a municipality might deploy FoodTruckIQ to rationalize the placement and mobility of these assets, as well as to help ensure that various health codes and other regulatory requirements are being met.</p> <p>The TerraIQ platform is also engineered for adaptability to the changing needs of rapidly evolving downtowns. Some notable features and characteristics include:</p> <ul style="list-style-type: none"> • Software-as-a-Service Model: Our SaaS approach allows for simplified maintenance, enhanced system security, and lower operating costs over time; • Consumer-Grade Mobile Integration: The ability for municipalities to leverage existing consumer-grade smartphones where applicable and avoid additional hardware purchases; • Enterprise-Grade Network Infrastructure: Natively scale in the cloud, supporting millions of requests without a reduction in quality; and • Utilization of Existing Sensors & Hardware: Capacity for easy integration with Bluetooth beacons and other existing hardware to allow cities to maximize existing investments. <p>TerraIQ derives intelligence and delivers operational insights from a city's historical and real-time data – across a variety of use cases such as reports, maps, and other visualization tools – to deliver a better perspective on performance, anomaly detection, trends, and goal measurement.</p>
<p>79</p>	<p>Within this RFP category there may be subcategories of solutions. List subcategory titles that best describe your products and services.</p>	<p>TransitIQ Module</p> <p>The award-winning TransitIQ module empowers municipalities and local transit agencies to better manage operations and enhance the overall public transportation experience as part of a comprehensive curb management strategy. This technology leverages both mobile and business intelligence data to generate meaningful operational insights that provide real-time information and valuable predictions for planners and operators. These customizable white-label solutions utilize your team's existing smartphones, seamlessly scale in the cloud to accommodate millions of requests, and integrate with Bluetooth beacons and other existing hardware, helping to create a complete picture of what is happening on the street and at the curb. This solution incorporates a range of technologies tailored to address specific use cases related to city mobility and asset tracking taking place at the curb, all without the need for substantial infrastructure investment.</p> <p>We created TransitIQ to empower municipalities to improve the reliability and consistency of their public transportation operations at the curb. By enabling local and regional governments to better understand their overall system performance, anomaly detection, historical trends, and key performance indicators (KPIs) with pre-built statistical visualization tools, planners can make data-based decisions about how best to manage their curb space. At the same time, it simultaneously improves the overall public transportation experience for residents and visitors, leading to meaningful positive impacts in terms of usage rates and, by extension, increased curb utilization.</p> <p>Please see section 4.1 of the EBT_Proposal_Sourcewell attachment for more information on TransitIQ.</p> <p>SnowIQ Module</p> <p>Unpredictable weather demands a rapid and flexible response from busy municipalities as they work to ensure that curbs remain safe and accessible for commerce, transportation, and daily life. The award-winning SnowIQ module allows city managers to tackle snow removal operations quickly and transparently so that streets and curbs can return to normal as fast as possible. With SnowIQ, municipalities can handle changing snow removal demands and easily scale snow-</p>

clearing efforts without investing in specialized hardware, radios, or additional vehicles.

This feature is beneficial as severe weather events increase across the country. Having the capacity to rapidly flex or reassign operational resources for curb-clearing activities is one of the most challenging aspects of any curb management strategy. Still, with SnowIQ, a municipality can match its operational resources to the whims of Mother Nature in near real-time.

Most curb management solutions cannot withstand the shocks and stresses of events like severe weather. Still, with SnowIQ, a municipality can maintain its curb management strategy even against the elements. In practice, the SnowIQ module brings numerous human resources (such as field supervisors and storm operations managers), heavy-duty vehicles (such as snowplow trucks and salt spreaders), and data streams (such as real-time plow status reports) to bare on one singular mission: keeping the streets and curbs clear. While this solution is only deployed on an ad hoc basis as the weather dictates, it provides the difference between a curb management strategy that is in force sometimes versus one that is in force every single day of the year.

Please see section 4.2 of the EBT_Proposal_Sourcewell attachment for more information on SnowIQ.

TerralQ Taxicabs Module

While buses and trams have long claimed valuable curb space with dedicated stops and loading zones; cities are realizing that taxis and private for-hire vehicles (rideshare) make up an increasing percentage of passenger trips, especially within dense urban cores. This dynamic has led to a frenzied battle between buses, cars, and vans for limited curb space – both for standing and picking up and discharging passengers.

A comprehensive curb management solution, therefore, must provide business analytics for taxicab and ride-sharing companies and regulators. Today, for-hire drivers operate in an increasingly complex regulatory environment where government agencies have the daunting task of ensuring that every trip – especially those driven by non-professionally licensed drivers – complies with local rules and that all financial transactions are accounted for appropriately. Perhaps more than any other single issue, organizing private for-hire vehicles' pick-up, drop-off, and standing is tantamount to creating order and efficiency at the curb.

Our digital tools make it easy to improve citizens' mobility while giving taxi and private for-hire drivers clear rules of the road. *

EastBanc Technologies' TerralQ Taxicab module is an integrated data hub that tracks vehicle location and trip information from the many digital taxicab solution providers in the market today and derives intelligence across a variety of use cases. The solution provides visibility into an entire fleet and its activities – both for taxis and private for-hire vehicles where trip data is available - including location, on/off duty status, trip information, payment records, and more. Today, over 15 major American cities and 17 U.S. states require trip data disclosure from private for-hire transportation companies – a trend that is increasing year over year – meaning that this module is uniquely well-positioned for the future of curb management, one in which rationalizing the movement of these vehicles will be critical to success.

Reports, maps, and other visualization tools deliver a clear view to government regulators and planners on system performance, anomalies, trends, and goal measurement. This information is critical to curb management efforts, both in dense urban cores with the highest number of pick-up and drop-offs, as well as in further afield neighborhoods, where developing clearly marked curbside pick-up and drop-off locations can play a meaningful role in increasing usage over private personal vehicle travel. By increasing private for-hire vehicle trips in outlying areas at the expense of personal vehicle travel, cities will recognize the add-on benefit of reduced congestion and parking needs in the dense urban core.

Few solution providers have thought about the increasingly important role of private for-hire vehicles in a comprehensive curb management strategy to the same degree as EastBanc Technologies, let alone developed a solution specifically dedicated to this curb user group. The data show that this transportation option is securing an increasing share of rides and as such, a growing share of curb space and curb time.

Please see section 4.3 of the EBT_Proposal_Sourcewell attachment for more information on TerralQ Taxicabs.

FoodTruckIQ Module

		<p>Our development of the FoodTruckIQ module was born from our long-standing partnership with the City of Washington, D.C. The District's Department of Consumer and Regulatory Affairs (DCRA) proactively sought a solution to address the growing challenges of managing food trucks within its curbs and mixed-use plazas. The escalating issues, such as unregulated operations and conflicts between vendors, were making headlines, as was the haphazard placement of these mobile assets, which was impeding pedestrian traffic.</p> <p>To address these challenges and develop a more comprehensive approach to how food trucks and other temporary, static assets fit into the evolving streetscape, DCRA collaborated with EastBanc Technologies to create FoodTruckIQ. This transformative solution introduced a new level of transparency among vendors, customers, and regulatory bodies. This innovative approach simplified the enforcement of fair regulations through a user-friendly mobile application and data analytics platform.</p> <p>FoodTruckIQ enables real-time tracking of each registered food truck, empowering regulators and vendors with automatic alerts for potential violations. This simplifies the enforcement process for inspectors, who benefit from additional features like alerts for no-vending zones, suspicious check-ins, support for designated "vendor exclusive" areas, and historical tracking analysis to investigate compliance complaints.</p> <p>Daily check-ins by food truck owners are seamlessly communicated to regulators, allowing agencies to share this data with third-party developers. This data exchange enables the possibility of creating solutions such as food truck-finder apps or comprehensive lists of all registered food trucks in a city. For citizens and visitors, the app provides valuable information on nearby food trucks or the daily whereabouts of their favorite vendors. FoodTruckIQ provides internal reporting, alerts, and regulatory intelligence, offering a centralized and accurate view of all food trucks at the curb, eliminating the need for costly overhead.</p> <p>While FoodTruckIQ provides agencies with a "single source of truth" for monitoring the activities of mobile restaurants, it also can be used to monitor and rationalize temporary mobile festival infrastructure, concert infrastructure, side-walk food carts, and even elements of outdoor dining pop-ups. Comprehensive curb management means balancing the needs and uses of public and private vehicles, micro-mobility options, pedestrians, and increasingly curb assets such as food trucks, pop-ups, and temporary installations. With FoodTruckIQ, municipalities can quickly and cost-effectively take charge of these important but often overlooked elements of curb management.</p> <p>Please see section 4.4 of the EBT_Proposal_Sourcewell attachment for more information on FoodTruckIQ.</p>
80	Describe your products and capabilities in regard to integration, such as: Improving integration of systems and promotion of connectivity of infrastructure, connected vehicles, pedestrians, bicyclists, and the broader traveling public.	<p>Our products and capabilities are designed with a strong emphasis on system integration, aimed at enhancing connectivity across diverse infrastructures and serve the broader traveling public. We recognize the limitations of one-size-fits-all solution, and, at EastBanc Technologies, we excel in system integration.</p> <p>Our approach involves providing a platform, establishing a robust scaffolding, and building unique services that seamlessly creates a cohesive narrative. In practical terms, this involves incorporating devices like GPS on buses, deploying beacons at bus stops to address accessibility needs, integrating with bike racks to provide real-time availability information, and developing a comprehensive trip planner mobile application. Collectively, these combined offerings provide visibility into a wide array of transportation options.</p> <p>Moreover, beyond the services we offer, we prioritize transparency and information accessibility. We have opened up our APIs with valuable information, empowering third-party developers to create applications that enrich the broader ecosystem. This commitment to integration actively fosters connectivity across infrastructure, connected vehicles, pedestrians, bicyclists, and the entire traveling public, ensuring a thorough and inclusive approach to transportation solutions.</p>
81	Describe how you will promote public and private sharing of data for the use of open platforms, open data formats, technology-neutral requirements, and interoperability, while ensuring cybersecurity, technology standards, and protection of individual privacy.	<p>All of our products include an API layer that allows for integration with third-party services. If certain standards are available, like GTFS, we provide the API using that particular standard.</p>

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

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

Line Item	Category or Type	Offered *	Comments
82	Digitization of inventory and regulations, including creation of sector or citywide digital curb.	<input checked="" type="radio"/> Yes <input type="radio"/> No	
83	Sensors and cameras, including installation services.	<input type="radio"/> Yes <input checked="" type="radio"/> No	We can assist with requisition and maintenance. This is out of scope of this proposal.
84	Issue application programming interfaces (APIs) and build services around them: i. Historical and/or real-time monitoring and performance reporting; ii. Curb availability (parking, loading, etc.), reservations, and driving directions; iii. Predictive modeling.	<input checked="" type="radio"/> Yes <input type="radio"/> No	
85	Data, software, and hardware implementation, integration, and management; i. Internal and external integration; ii. Integration of old data and collection of new data; iii. Data warehousing.	<input checked="" type="radio"/> Yes <input type="radio"/> No	
86	Digitized permit systems, including dynamic pricing.	<input checked="" type="radio"/> Yes <input type="radio"/> No	
87	V2I technology with scalability.	<input type="radio"/> Yes <input checked="" type="radio"/> No	
88	Intelligent transportation systems, such as transit signal priority, transportation system controllers, and digital signage.	<input checked="" type="radio"/> Yes <input type="radio"/> No	

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

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

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

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

1. Documents in PDF format are preferred. Documents in Word, Excel, or compatible formats may also be provided.
2. Documents should NOT have a security password, as Sourcwell 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 Sourcwell.
3. Sourcwell may reject any response where any document(s) cannot be opened and viewed by Sourcwell.
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](#) - EBT_Proposal_Sourcewell_Pricing.pdf - Monday December 04, 2023 14:27:45
- [Financial Strength and Stability](#) - GoodStandingCombinedCertificate 12.4.23.pdf - Monday December 04, 2023 15:33:06
- [Marketing Plan/Samples](#) - EBT_Proposal_Sourcewell_Marketing.pdf - Monday December 04, 2023 12:02:49
- [WMBE/MBE/SBE or Related Certificates](#) - DC.gov DSLBD.pdf - Monday December 04, 2023 11:14:16
- [Warranty Information](#) - EBT_MSA_Template (5).docx - Monday December 04, 2023 11:15:22
- Standard Transaction Document Samples (optional)
- Requested Exceptions (optional)
- [Upload Additional Document](#) - EBT_Proposal_Sourcewell.pdf - Monday December 04, 2023 14:29:34

Addenda, Terms and Conditions

PROPOSER AFFIDAVIT AND ASSURANCE OF COMPLIANCE

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

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

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

By checking this box I acknowledge that I am bound by the terms of the Proposer's Affidavit, have the legal authority to submit this Proposal on behalf of the Proposer, and that this electronic acknowledgment has the same legal effect, validity, and enforceability as if I had hand signed the Proposal. This signature will not be denied such legal effect, validity, or enforceability solely because an electronic signature or electronic record was used in its formation. - Kelsey McKeen, Operations Manager, EastBanc Technologies, LLC

The Proposer declares that there is an actual or potential Conflict of Interest relating to the preparation of its submission, and/or the Proposer foresees an actual or potential Conflict of Interest in performing the contractual obligations contemplated in the bid.

Yes No

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

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

File Name	I have reviewed the below addendum and attachments (if applicable)	Pages
Addendum_9_Curb_Management_Technologies_RFP_120423 Wed November 22 2023 09:20 AM	<input checked="" type="checkbox"/>	3
Addendum_8_Curb_Management_Technologies_RFP_120423 Tue November 21 2023 04:42 PM	<input checked="" type="checkbox"/>	2
Addendum_7_Curb_Management_Technologies_RFP_120423 Mon November 20 2023 04:39 PM	<input checked="" type="checkbox"/>	5
Addendum_6_Curb_Management_Technologies_RFP_120423 Tue November 14 2023 04:30 PM	<input checked="" type="checkbox"/>	2
Addendum_5_Curb_Management_Technologies_RFP_120423 Fri November 10 2023 04:30 PM	<input checked="" type="checkbox"/>	1
Addendum_4_Curb_Management_Technologies_RFP_120423 Wed November 8 2023 04:04 PM	<input checked="" type="checkbox"/>	1
Addendum_3_Curb_Management_Technologies_RFP_120423 Mon October 30 2023 03:54 PM	<input checked="" type="checkbox"/>	3
Addendum_2_Curb_Management_Technologies_RFP_120423 Fri October 27 2023 02:12 PM	<input checked="" type="checkbox"/>	1
Addendum_1_Curb_Management_Technologies_RFP_120423 Fri October 20 2023 04:21 PM	<input checked="" type="checkbox"/>	2