

**MASTER AGREEMENT #022525****CATEGORY: Passenger and Crowd Flow Management Solutions and Related Products****SUPPLIER: Embross USA Inc.**

This Master Agreement (Agreement) is between Sourcewell, a Minnesota service cooperative located at 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 (Sourcewell) and Embross USA Inc., 650 Atlanta South Parkway, Suite 102, College Park, GA 30349 (Supplier).

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

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

**Article 1:
General Terms**

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

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

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

13) Supplier Representations:

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

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

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

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

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

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

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

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

certifies that during the term of an award for all Agreements by Sourcewell resulting from this procurement process, Supplier must comply with applicable requirements as referenced above.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Article 2: Sourcewell and Supplier Obligations

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

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

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

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

Sourcewell's Authorized Representative is its Chief Procurement Officer.

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

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

The Report must contain the following fields:

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

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

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

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

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

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

19) Grant of License.

a) During the term of this Agreement:

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

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

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

c) Use; Quality Control.

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

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

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

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

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

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

Article 3: Supplier Obligations to Participating Entities

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

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

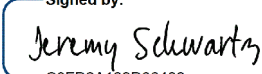
standard form agreements may be offered as part of its Proposal. Supplier and Participating Entity may complete and document transactions utilizing any type of transaction documents as mutually agreed. In any transaction document entered utilizing this Agreement, Supplier and Participating Entity must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

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

Sourcewell

Embross USA Inc.

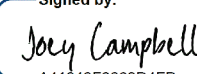
Signed by:


C0FD2A139D06489...

By: _____
Jeremy Schwartz
Title: Chief Procurement Officer

Date: 4/22/2025 | 6:39 AM CDT

Signed by:


A41843F8669D4FD...

By: _____
Joey Campbell
Title: Head of Sales, Americas

Date: 4/21/2025 | 1:56 PM PDT

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

Vendor Details

Company Name: Embross USA Inc

Does your company conduct business under any other name? If yes, please state: GA

Address: 650 Atlanta South Parkway
Atlanta, GA 30349

Contact: Joseph Campbell

Email: josephc@embross.com

Phone: 801-824-4184

Fax: 918-384-8289

HST#: 37-17829275

Submission Details

Created On: Friday January 31, 2025 06:35:01

Submitted On: Tuesday March 04, 2025 12:40:05

Submitted By: Debra Gough

Email: debrag@embross.com

Transaction #: 0028779a-b98d-4200-942f-f262c102d444

Submitter's IP Address: 147.243.43.85

Specifications

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

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

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

Line Item	Question	Response *	
1	Provide the legal name of the Proposer authorized to submit this Proposal.	Embross USA Inc.	*
2	In the event of award, is this entity the Responsible Supplier that will execute the master agreement with Sourcewell? Y or N.	Y	*
3	Identify all subsidiaries, D.B.A., authorized affiliates, and any other entity that will be responsible for offering and performing delivery of Solutions within this Proposal (i.e. Responsible Supplier(s) that will execute a master agreement with Sourcewell).	Embross functions as a unified global company, leveraging the specialized skills and expertise of its various geographic entities to deliver seamless solutions to our customers. Embross USA Inc., our US-based entity, will execute the Master Agreement with Sourcewell for this contract. Services and products offered in this contract will be provided collaboratively by Embross USA Inc. (USA), Embross North America Ltd. (Canada), and Embross Airport Services (France). While these entities will collaborate internally, customers will have a single point of contact: Embross.	*
4	Provide your CAGE code or Unique Entity Identifier (SAM):	CAGE code: 7HJM8	*
5	Provide your NAICS code applicable to Solutions proposed.	334118 (333310, 333318(old), 335999)	
6	Proposer Physical Address:	650 Atlanta South Parkway, Suite 102, College Park, GA, 30349, USA	*
7	Proposer website address (or addresses):	www.embross.com	*
8	Proposer's Authorized Representative (name, title, address, email address & phone) (The representative must have authority to sign the "Proposer's Assurance of Compliance" on behalf of the Proposer):	Name: Joey Campbell Title: Head of Sales, Americas Email Address: josephc@embross.com Phone: +1 801-824-4184	*
9	Proposer's primary contact for this proposal (name, title, address, email address & phone):	Name: Norman Keilpart Title: Sales Director, Americas Email Address: normank@embross.com Phone: +1 918-384-8289	*
10	Proposer's other contacts for this proposal, if any (name, title, address, email address & phone):	None	*

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

Line Item	Question	Response *
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11	Provide a brief history of your company, including your company's core values, business philosophy, and industry longevity related to the requested Solutions.	<p>Embross has been providing technology solutions to the global travel industry for more than 25 years. Our sole mission is to enhance our customers' flexibility, reduce costs, and improve customer service by designing, manufacturing, deploying, and servicing innovative, industry leading Common Use Self Service (CUSS) Kiosks and Common Use Passenger Processing (CUPPS) system and hardware, both system are fully certified by the International Air Transport Association (IATA) the global governing body over these systems.</p> <p>To accomplish this goal, in 2015 Embross acquired IBM's Travel and Transportation Kiosk division, and in 2019 we acquired Edge Airport Systems, a global IT supplier of IATA certified CUPPS platform and airport management solutions.</p> <p>By bringing together the expertise of the IBM team with Embross' customer-focused culture, the company was able to expand its capabilities and offerings in the market. Our acquisitions have allowed us to combine the extensive experience from the IBM and Edge-Airport team with the dynamic, progressive, and customer focused Embross culture to be an industry leader, offering end to end solutions to airports from one integrated global supplier.</p> <p>Core Values: We develop smart, cost effective, self service solutions that empower our customers with the efficiency, scalability and flexibility they need while simplifying the service experience for passengers and end users.</p>	*
12	What are your company's expectations in the event of an award?	<p>Embross envisions a collaborative partnership with Sourcewell that maximizes value for both parties. Our expectations focus on establishing a strong foundation for long-term success through systematic implementation and ongoing engagement. Immediately after award, we would complete a number of steps to ensure the best processes and practices are established and pave the way for a mutually beneficial relationship. These steps would include:</p> <p>Initial Implementation Phase:</p> <ul style="list-style-type: none"> Schedule comprehensive kick-off meetings with the Sourcewell's contract management team Establish clear points of contact on both sides for various functional areas (sales, technical, administrative) Review and finalize all contract documentation to ensure alignment and completeness Develop detailed implementation timeline with clear milestones and deliverables <p>Process Integration:</p> <ul style="list-style-type: none"> Work collaboratively to integrate our systems and processes where necessary Define standard operating procedures for contract execution Establish communication protocols and reporting frameworks Create escalation pathways for issue resolution <p>Marketing Strategy Review:</p> <ul style="list-style-type: none"> Conduct joint review of marketing plan to ensure optimal effectiveness Align marketing initiatives with procurement company's expertise and reach Identify key target markets and customer segments Develop coordinated approach to market penetration Leverage both organizations' strengths in marketing execution <p>Performance Optimization:</p> <ul style="list-style-type: none"> Establish key performance indicators (KPIs) for measuring success Create regular review schedule to monitor progress Implement feedback mechanisms for continuous improvement Develop strategies for maximizing mutual benefit and sales growth <p>Long-term Success Factors:</p> <ul style="list-style-type: none"> Regular strategic review meetings to assess partnership effectiveness Ongoing optimization of processes based on learned experiences Continuous alignment of marketing efforts for maximum impact Joint commitment to growing market presence and sales volume <p>We are committed to investing the necessary resources to ensure this partnership delivers significant value to both organizations while providing exceptional service to our customers.</p>	*
13	Demonstrate your financial strength and stability with meaningful data. This could include such items as financial statements, SEC filings, credit and bond ratings, letters of credit, and detailed reference letters. Upload supporting documents (as applicable) in the document upload section of your response. DO NOT PROVIDE ANY TAX INFORMATION OR PERSONALLY IDENTIFIABLE INFORMATION.	Please refer to 'Attachment A - Financial Statements' for Embross financials for last 3 financial years.	*

14	What is your US market share for the Solutions that you are proposing?	<p>Embross delivers hardware and software solutions for Self Service Kiosks and Agent facing common use check-in platforms. If you have flown through an airport in North America and used a Self Service Kiosk there is a high probability that you have already used our products. In addition to the products which we provide to airports and other government entities, we also provide these to the airlines. We are the provider of virtually all of the self service kiosk hardware and software in the US. We are the primary provider of these items to American Airlines, Delta Air Lines, United Airlines, Southwest Airlines, Hawaiian Airlines, Spirit Airlines and JetBlue Airways as well as Air Canada and WestJet in Canada. This positions us well with the airports as the airlines themselves will direct the airports to their preferred supplier, Embross.</p> <p>Our current overall market share for Self Service Kiosks in the US is exceptionally high due to our airlines customers, likely in the 70%-80% range. Where we want to grow this business is with the Airports which are almost all Government entities. In this area our market share is currently around 30%-40%, and we believe there is considerable headroom for growth with airports of all sizes.</p>	*
15	What is your Canadian market share for the Solutions that you are proposing?	As noted above we are the preferred supplier for both WestJet and Air Canada, and have our products via the airline contracts in roughly 75% of the airports across Canada. But we are only about 30% of the volumes provided directly to the airports themselves, which are either directly government owned or not-for-profit entities on behalf of the government.	*
16	Disclose all current and completed bankruptcy proceedings for Proposer and any included possible Responsible Party within the past seven years. Proposer must provide notice in writing to Sourcewell if it enters a bankruptcy proceeding at any time during the pendency of this RFP evaluation.	We do not have any ongoing or past bankruptcy proceedings. In the unlikely event of bankruptcy we shall duly notify Sourcewell in writing.	*
17	How is your organization best described: is it a manufacturer, a distributor/dealer/reseller, or a service provider? Answer the question that best applies to your organization, either a) or b). a) If your company is best described as a distributor/dealer/reseller (or similar entity), provide your written authorization to act as a distributor/dealer/reseller for the manufacturer of the products proposed in this RFP. If applicable, is your dealer network independent or company owned? b) If your company is best described as a manufacturer or service provider, describe your relationship with your sales and service force and with your dealer network in delivering the products and services proposed in this RFP. Are these individuals your employees, or the employees of a third party?	<p>Embross is best described as b), a manufacturer and service provider of its own products and services. We manufacture and assemble our own kiosks, eGates, self bag drop units, and design and maintain our own software in our North American facility. Internal components of our kiosks, eGates, self bag drops and Emvision units, and the workstations and peripheral hardware (e.g. printers, PCs, keyboards, scanners etc.) are purchased in and incorporated into our products. For our agent facing Common Use Check-in System (CUPPS) we source desktop devices from industry-standard vendors.</p> <p>We have an internal engineering and project management team that are directly involved in the deployment of all products and services and will also provide technical support post Go-Live. We have a team of field engineers (Embross employees) that look after the daily operations of our customers. Embross develops all of its software internally, we do not subcontract to any third parties for software.</p> <p>Where an onsite presence is required by a customer for support and maintenance, we may employ our own staff or engage subcontractors to fulfill this role, depending on factors such as location and specific customer requirements (e.g. if they have a preferred partner).</p> <p>Embross Maintenance and Support center is based in College Park, GA, adjacent to Atlanta Hartsfield Airport. This is the location for our 24/7/365 Service Desk, RMA/Warranty repair of equipment and parts depot.</p> <p>Whether Embross direct staff, or subcontractors, Embross always maintains full oversight of these resources and provides a Single Point of Contact (SPOC) for the customer.</p>	*
18	If applicable, provide a detailed explanation outlining the licenses and certifications that are both required to be held, and actually held, by your organization (including third parties and subcontractors that you use) in pursuit of the business contemplated by this RFP.	<p>As a manufacturer and direct service provider, we have the required permits and licenses to conduct business in the Americas.</p> <p>We are ISO 9001, 14001, and 27001 certified.</p> <p>Our CUPPS platform is certified the latest specification in v1.04, IATA RP 1797</p> <p>Our CUSS platform is certified to CUSS 1.5, IATA 1706c (platform supports versions 1.3 and 1.4)</p> <p>Embross hardware carries CE (Europe), FCC (United States), UL (104 countries), CSA (Canada), and EU (Europe) certifications</p>	*
19	Disclose all current and past debarments or suspensions for Proposer and any included possible Responsible Party within the past seven years. Proposer must provide notice in writing to Sourcewell if it enters a debarment or suspension status any time during the pendency of this RFP evaluation.	We do not have any current or past debarments / suspensions. In the unlikely event of debarment / suspension we shall duly notify Sourcewell in writing.	*
20	Describe any relevant industry awards or recognition that your company has received in the past five years.	While we do not have any awards as yet, we have been part of programs which have received industry awards for innovation and customer satisfaction. We are well positioned in the leaders list in the aviation industry, especially for kiosks, self bag drop and passenger processing systems.	*
21	What percentage of your sales are to the governmental sector in the past three years?	Estimated at between 10-20% in the last three years.	*

22	What percentage of your sales are to the education sector in the past three years?	Embross does not currently provide products or services to the education sector.	*
23	List all state, cooperative purchasing agreements that you hold. What is the annual sales volume for each of these agreement over the past three years?	SHI International Corp.: USD \$ 963,709 over past 3 years.	*
24	List any GSA contracts or Standing Offers and Supply Arrangements (SOSA) that you hold. What is the annual sales volume for each of these contracts over the past three years?	N/A	*

Table 2B: References/Testimonials

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

Entity Name *	Contact Name *	Phone Number *	
Metropolitan Airports Commission (Sourcewell Account # 21164)	Eduardo Valencia, Chief Information Officer	612-467-0961	*
Des Moines Airport Authority (Sourcewell Account # 151912)	Kevin Wilson, Deputy Director of IT	515-322-1584	*
Savannah Airport Commission (Sourcewell Account # 50606)	Adrian Petty, Information System Manager	912-414-0936	*

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

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

Line Item	Question	Response *	
26	Sales force.	<p>Embross is a global company with offices in ten separate locations around the world. Our Sales Force is a team of eleven (11) full-time highly experienced Sales professionals with decades of industry experience between them. This team is headed up regionally by our Head of Sales - Americas, and our Head of Sales - EMEA and APAC.</p> <p>Within the Americas region we currently have six (6) Sales Directors and Account Managers, and that number is set to grow as we continue to hire new talent and expand our team.</p> <p>At Embross, our aim is to build strong relationships with our customers, getting to know and understand their operational and business needs, so that they can leverage our products and services to fulfill their requirements and deliver the best passenger experience to their own customers.</p> <p>Our Sales force is supported by our entire global team across all departments including from Contracts, Marketing, Purchasing, Bids & Proposals, Product, and Engineering.</p>	*
27	Describe the network of Authorized Sellers who will deliver Solutions, including dealers, distributors, resellers, and other distribution methods.	Embross does not use dealers or distributors, we sell, deliver, install and support all of our own products. From time to time we do provide our products to Channel Partners within the industry to help round out their product offering on specific opportunities. An example of this it Las Vegas and Dallas International Airports, for both of these locations we provided all the Self Service Kiosks for the entire airport through one of our channel partners. These are handled on a case by case basis. We have in the past utilized SHI via the Omnia Partner Agreement to provide products to a customer based on a specific reseller agreement for the customer.	*

28	Service force.	<p>Embross is an established organization that has been providing technology solutions to the travel industry for more than 25 years. We have over 200 permanent employees around the globe that enable us to provide the high standard of service and responsiveness our customers expect. Of this workforce, almost half (96 full time employees) form our Service Force.</p> <p>Our Service Force is dedicated to ensuring exceptional service delivery and support to our customers across the United States and Canada. Our service force consists entirely of direct Embross employees, ensuring consistent quality control and seamless service delivery.</p> <p>Service Force Distribution and Capabilities</p> <p>24/7 Technical Helpdesk</p> <ul style="list-style-type: none"> Headquartered in Atlanta, Georgia Provides round-the-clock support for all US and Canadian customers Staffed by dedicated technical support specialists Serves as the primary point of contact for all service requests <p>Project Management Team</p> <ul style="list-style-type: none"> 8 full-time professional project managers Extensive aviation industry experience Manages complex implementations and customer projects Ensures deliverables meet customer specifications and timelines Direct coordination with engineering and field support teams <p>Technical and Engineering Services</p> <ul style="list-style-type: none"> 54 full-time Product and Software Engineering staff In-house expertise for product customization and optimization Dedicated software development and maintenance teams Direct involvement in system implementation and upgrades Provides third-level technical support for complex issues <p>Field Support Services</p> <ul style="list-style-type: none"> 34 full-time service and support team staff Strategic positioning of field technicians across key regions Provides on-site implementation and engineering services Delivers hands-on technical support and maintenance <p>Overlap Between Sales and Service</p> <ul style="list-style-type: none"> Seamless coordination between sales and service teams Technical specialists support pre-sales activities Project managers involved from sale through implementation Engineering team provides technical consultation during sales process <p>Service Delivery Model</p> <ul style="list-style-type: none"> All services delivered by direct Embross employees No reliance on third-party service providers Consistent quality control and service standards Direct accountability for service delivery <p>This comprehensive service infrastructure ensures we can effectively meet the needs of Sourcewell participating entities across the US and Canada, delivering consistent, high-quality support and technical expertise.</p>
29	Describe the ordering process. If orders will be handled by distributors, dealers or others, explain the respective roles of the Proposer and others.	<p>Current Process - Embross engages with the customer and provides a quotation or response to an RFP. Upon award of the project or RFP Embross engages with the customer to negotiate mutually acceptable contractual agreements, this is typically divided between the Terms and Conditions, and the Statement of Work. The Statement of Work describes the products and services to be delivered and any dependencies, schedules or other project related requirements. We have standard Purchase Order (PO) templates that could be used for additional orders during a contract term and can be raised to the Embross Account Manager assigned to the customer. If the PO requires any additional terms and conditions, the Account Manager will finalize with the customer and create Addendums to the Master Agreement.</p> <p>Enhanced Process for Sourcewell - Embross utilizes HubSpot as its CRM globally. This will become a focal tool to help track and manage sales related to Sourcewell. Opportunities which arise from Sourcewell leads or are driven by Embross sales team to utilize the Sourcewell contract would be flagged within the CRM system. Additionally, the full catalog of products, associated pricing including the Sourcewell fee structure will be incorporated into HubSpot for the creation and tracking of opportunities and quotations. The Sales lifecycle of each opportunity will be fully managed and tracked.</p>
30	Describe in detail the process and procedure of your customer service program, if applicable. Include your response-time capabilities and commitments, as well as any incentives that help your providers meet your stated service goals or promises.	<p>Embross will assign an Account Manager (AM) who will be the single point of contact (SPOC) for the customer and address any requests / enquiries and issues from the customer. The AM shall ensure regular communications with the customer on project progress and operational performance through regular Stakeholder Reviews and reports. Our systems have industry standard service levels which are monitored via our monitoring tool, "Spectrum". We also address any customer specific Service Level Agreements (SLAs). Accordingly we flow down customer SLAs to our vendors also (if applicable).</p>

31	Describe your ability and willingness to provide your products and services to Sourcewell participating entities.	Embross is eager to provide our products and services to Sourcewell participating entities across the United States and Canada. We have many airports that want to buy our products, however the overhead cost in time and money, associated with a traditional RFP process often inhibits them from moving forward. With our strong operational presence in both countries, including our North American headquarters and manufacturing facility in Toronto, and Service Centre in Atlanta, we are strategically positioned to deliver exceptional service to participating entities throughout North America. Our robust North American infrastructure is further strengthened by our broader international presence, with offices spanning Europe, Asia-Pacific, and the Middle East. This global network enhances our capability to provide comprehensive support while maintaining focused, dedicated service to our US and Canadian customers.	*
32	Describe your ability and willingness to provide your products and services to Sourcewell participating entities in Canada.	Embross is well equipped to provide services in Canada given we have a major production facility and main office located in Canada.	*
33	Identify any geographic areas of the United States or Canada that you will NOT be fully serving through the proposed agreement.	To the best of our knowledge, there are no geographic areas in the US or Canada in which we would not be able to provide services, including but not limited to US territories.	*
34	Identify any account type of Participating Entity which will not have full access to your Solutions if awarded an agreement, and the reasoning for this.	To the best of our knowledge, there are no limitations to the type of Participating Entity that we would be able to provide services.	*
35	Define any specific requirements or restrictions that would apply to our participating entities in Hawaii and Alaska and in US Territories.	To the best of our knowledge, there would be no restrictions on the participating entities in Hawaii, Alaska and US territories.	*
36	Will Proposer extend terms of any awarded master agreement to nonprofit entities?	Embross would be able to enter into agreements with non profit entities subject to a legal and commercial assessment of the entity, as required by our business practice.	*

Table 4: Marketing Plan (100 Points)

Line Item	Question	Response *	
37	Describe your marketing strategy for promoting this opportunity. Upload representative samples of your marketing materials (if applicable) in the document upload section of your response.	<p>Embross' marketing strategy for this opportunity is to actively promote Sourcewell and the availability of our products and services to potential government and aviation/transportation sectors across the US and Canada through various marketing initiatives. By leveraging a combination of industry presence, targeted outreach, and collaborative branding, we aim to drive awareness and adoption of Sourcewell as the preferred platform for sourcing our solutions. Key elements of our strategy include:</p> <ol style="list-style-type: none"> 1. Industry Trade Shows and Speaking Engagements Embross actively participates in US and Canadian aviation industry trade shows at which we place substantial commitments to exhibit our products and as seek speaking opportunities. We typically attend between 10 and to 15 trade shows per year in North America, as well as very prominent shows in Europe that have high participation from North American Airports. These platforms will allow us to highlight the benefits of Sourcewell, emphasizing its efficiency, simple access it provides to our products and services, and how it saves our customer time and money during the procurement process. We would also offer live demonstrations of the procurement process using Sourcewell to encourage those not already familiar with the system. By positioning Sourcewell as a key enabler for streamlined procurement, we will encourage attendees to explore and utilize the system for their purchasing needs. 2. Co-Branded Marketing and Visibility To reinforce the partnership between our company and Sourcewell, we will prominently feature Sourcewell's logo and branding on our trade show booths, banners, backdrops, and marketing materials, and include QR codes that direct show visitors to our contract on the Sourcewell platform. This co-branded approach will create a strong visual association between our offerings and the portal, driving awareness and promoting use of the Sourcewell platform. Embross will also add Sourcewell's logo and QR code to email signatures for staff in the North American market. 3. Targeted Digital Campaigns We will launch targeted digital marketing campaigns aimed at key decision-makers within government and airport sectors. These campaigns will include email newsletters, social media promotions, and LinkedIn ads that highlight the benefits of using Sourcewell to access our products and services. Messaging will focus on the portal's efficiency, cost-effectiveness, and ability to simplify the procurement process. <p>By implementing this comprehensive marketing strategy, we are committed to driving awareness, adoption, and utilization of Sourcewell. Our goal is to create a win-win scenario where both our company and Sourcewell benefit from increased visibility, engagement, and sales.</p>	*

38	<p>Describe your use of technology and digital data (e.g., social media, metadata usage) to enhance marketing effectiveness.</p>	<p>Emboss leverages technology and digital data to strategically enhance our marketing effectiveness across all channels, ensuring our message resonates with our target customers. Key components of our approach include:</p> <p>Social Media Engagement</p> <p>We maintain an active presence on key social media platforms, including LinkedIn, Twitter, and YouTube, to engage with industry professionals, share content, and promote our products and services. Through targeted social media advertising and organic content, we expand our reach foster connections with potential customers.</p> <p>Search Engine Optimization (SEO) and Content Marketing</p> <p>Our digital strategy includes optimizing our website and content for search engines to ensure high visibility for industry-related queries. We regularly publish white papers, case studies, and blog posts on emerging aviation trends, product innovations, and customer success stories. This identifies us as thought leaders in the industry while also driving traffic to our website and to Sourcewell.</p> <p>Email Marketing and Automation</p> <p>We use email marketing to deliver personalized, data-driven campaigns to target customers. Automated workflows enable us to nurture leads, share updates, and promote new offerings efficiently. By tracking open rates, click-through rates, and conversions, we continuously refine our approach to maximize engagement.</p> <p>Participation in Industry Forums and Events</p> <p>As key members of IATA forums and active participants in leading aviation industry events, we leverage these platforms to share insights, showcase our expertise, products and services.</p> <p>Press Releases and Media Outreach</p> <p>We issue press releases to announce customer wins, product launches, and industry innovations. These releases are distributed through digital channels and optimized for search engines to ensure maximum visibility.</p> <p>Customer Relationship Management (CRM) Tools</p> <p>Emboss utilizes HubSpot as our CRM, the system enables us to track customer interactions, manage leads, and analyze sales pipelines. By integrating CRM data with our marketing efforts, we ensure a seamless customer journey from awareness to purchase.</p> <p>Through the strategic use of technology and digital data, we continuously enhance our marketing effectiveness, ensuring that our messages reach the right audience at the right time. This approach not only strengthens our market presence but will also drive awareness and utilization of Sourcewell.</p>
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39	<p>In your view, what is Sourcewell's role in promoting agreements arising out of this RFP? How will you integrate a Sourcewell-awarded agreement into your sales process?</p>	<p>Embross views Sourcewell as a strategic partner in expanding our market presence, particularly in the government and aviation sectors, and we believe that the platform will provide several important functions for us, including:</p> <ol style="list-style-type: none"> 1. Market Expansion <ul style="list-style-type: none"> - By providing access to an established network of government agencies and public entities (e.g. airports, museums and rail) - Enables broader industry penetration through Sourcewell's diverse participant base - Visibility of Embross and Embross products in the Buy Sourcewell portal 2. Trust Facilitator <ul style="list-style-type: none"> - Validates our services through Sourcewell's rigorous vetting process - Provides participating entities with confidence in our pre-negotiated terms - Streamlines the procurement process through established contractual frameworks (Speed to Market) 3. Business Development Partner <ul style="list-style-type: none"> - Promotes our services to qualified participating entities - Creates awareness among potential customers who may not be familiar with our offerings - Provides additional credibility in the government/public sector space <p>Sales Process Integration</p> <p>We will implement a comprehensive integration strategy to maximize the effectiveness of our Sourcewell-awarded agreement:</p> <p>Internal Process Alignment</p> <ol style="list-style-type: none"> 1. Sales Team Integration <ul style="list-style-type: none"> - Comprehensive training for Embross sales teams on Sourcewell agreement terms and processes - Integration of Sourcewell pricing and terms into our CRM system - Development of Sourcewell-specific sales collateral and proposal templates - Clear internal guidelines for handling Sourcewell-originated inquiries 2. Streamlined Quote Generation <ul style="list-style-type: none"> - Automated quote generation system incorporating Sourcewell catalogue pricing - Pre-approved terms and conditions templates - Standardized process for handling customization requests <p>Customer Journey Enhancement</p> <ol style="list-style-type: none"> 1. Initial Engagement <ul style="list-style-type: none"> - Quick response protocol for Sourcewell-originated leads - Dedicated team for handling Sourcewell customer inquiries 2. Solution Configuration <ul style="list-style-type: none"> - Efficient mapping of customer requirements to catalogue offerings - Streamlined process for customization requests - Clear documentation of any deviations from standard terms - Rapid turnaround on technical queries 3. Contract Execution <ul style="list-style-type: none"> - Expedited contract processing for Sourcewell participants - Clear communication of Sourcewell-specific benefits and terms - Simplified approval process for standard configurations - Efficient handling of any required customizations <p>Efficiency Benefits</p> <ol style="list-style-type: none"> 1. Time Savings <ul style="list-style-type: none"> - Reduced negotiation time through pre-established terms - Faster quote generation using standardized pricing - Streamlined approval processes - Expedited contract execution 2. Cost Reduction <ul style="list-style-type: none"> - Lower administrative overhead - Reduced legal review requirements - Minimized proposal preparation costs - Efficient resource allocation <p>Continuous Improvement</p> <ul style="list-style-type: none"> • Regular review of Sourcewell agreement performance • Feedback collection from both sales team and customers • Periodic process optimization based on learned efficiencies • Ongoing alignment with Sourcewell best practices <p>This integrated approach ensures we maximize the value of our Sourcewell agreement while delivering an efficient and professional experience to participating entities. Our focus remains on providing excellent service and customization capabilities while leveraging the efficiency benefits of the Sourcewell platform.</p>
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40	Are your Solutions available through an e-procurement ordering process? If so, describe your e-procurement system and how governmental and educational customers have used it.	<p>Embross currently engages in procurement activities through our customers' dedicated purchasing portals and authorized third-party procurement platforms. While we do not maintain our own e-procurement system, we facilitate customer inquiries and initial engagement through our corporate website.</p> <p>The integration of the Sourcewell procurement platform represents a strategic opportunity for us to enhance our procurement capabilities and expand our market presence. We view this platform as a valuable addition to our existing procurement channels, offering our customers a streamlined purchasing experience while enabling us to reach new market segments.</p>	*
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Table 5A: Value-Added Attributes (100 Points, applies to Table 5A and 5B)

Line Item	Question	Response *	
41	Describe any product, equipment, maintenance, or operator training programs that you offer to Sourcewell participating entities. Include details, such as whether training is standard or optional, who provides training, and any costs that apply.	Embross has a comprehensive training program conducted for customers as part of our service delivery. We provide training to users, administrators and conduct train-the-trainer sessions so customers can be equipped to conduct their own training for new staff. Our training programs cover our products, monitoring tools, operations, and incident management and is tailored as per the customer's scope of work and training needs.	*
42	Describe any technological advances that your proposed Solutions offer.	<p>The air travel industry is evolving rapidly and at the forefront of this is the implementation of automation of passenger processing. The vision for automatic passenger check-in provides a seamless, efficient, and contactless pre-flight procedure for travelers, eliminating the cumbersome queues and traditional paper-based check-in.</p> <p>Biometric Identification – enabling passengers to be identified without the use of physical boarding passes and travel documents.</p> <p>Contactless solutions – minimizing contact enhancing hygiene and safety.</p> <p>Sustainable travel – Reducing paper waste and optimizing resources in the effort towards sustainability.</p> <p>In summary, with the use of cutting-edge technologies, such as Embross' TravelStream setting an unparalleled travel experience. Passengers will experience a more convenient, personalized, and stress-free journey from check-in to boarding. The streamlined process will reduce waiting times and faster turnarounds leading to more efficient airport operations and improving punctuality.</p>	*
43	Describe any “green” initiatives that relate to your company or to your Solutions, and include a list of the certifying agency for each.	<p>Embross is dedicated to environmental responsibility and sustainable practices. We are ISO 14001 certified and have implemented a comprehensive environmental management policy that aligns with those principles. Our approach includes the following key components:</p> <p>Environmental Policy: Our environmental policy outlines our commitment to environmental stewardship. This policy is communicated to all employees and stakeholders, emphasizing our responsibility to minimize our environmental footprint and contribute to sustainability.</p> <p>Environmental Impact Assessments: For each project, we conduct environmental impact assessments to identify potential environmental risks and impacts. This includes assessing the potential effects on air quality, water resources, ecosystems, and local communities. These assessments inform our project planning and execution.</p> <p>Regulatory Compliance: We stay current with environmental regulations and standards at the local, national, and international levels. Our projects are executed in compliance with all applicable environmental laws and regulations.</p> <p>Emissions Reduction: We implement measures to reduce emissions associated with our operations. This includes using low-emission vehicles, equipment, and machinery whenever possible.</p> <p>Waste Management: We have established waste management protocols that include recycling, reuse, and proper disposal of materials. We work to minimize waste generation on our projects.</p>	*
44	Identify any third-party issued eco-labels, ratings or certifications that your company has received for the Solutions included in your Proposal related to energy efficiency or conservation, life-cycle design (cradle-to-cradle), or other green/sustainability factors.	We are ISO 14001 certified.	*

45	What unique attributes does your company, your products, or your services offer to Sourcewell participating entities? What makes your proposed solutions unique in your industry as it applies to Sourcewell participating entities?	<p>Embross is the world leader in self service passenger Kiosks, we are not only strategic partners with IATA we have worked on the small, elite IATA team to develop new standards and platforms. EMBROSS is an active IATA Strategic Partner and an ACI Business Partner. Actively involved in the CUSS, CUPPS, CUPPS, ONE-ID working group with dedicated experts for each standard. This unique background will allow us to provide Customer with industry leading products and services that you need. Customer would also benefit by receiving high quality, innovative Kiosks, SSBDs, and applications from the world leader who is solely dedicated to designing and manufacturing best in class Self Serve Passenger Kiosks/SSBDs.</p> <p>Embross is unique in that we are the only company that develops and produces check in applications, CUSS Platform, monitoring software, hardware design, hardware manufacturing, deployment, and support. Embross offers end to end solutions and support.</p> <p>Because Embross is a flat, private organization we are able to focus on our customer's unique requirements and customizations for products, services, and support. Our customers are assigned a dedicated account manager and access to our support team when needed for the duration of our relationship.</p>
46	Demonstrate whether your solutions integrate with other systems such as CCTV, WiFi, IoTs, boarding pass scanning stations etc. to provide a holistic picture of passenger movements within an airport terminal, transit hub or other facility.	<p>Embross has a wide range of products which speak directly to the requirements within this RFP. In addition to having just static Self Service Kiosks, we have developed and refined Mobile WIFI enabled kiosks which can be used anywhere in the airport as needed. Vancouver International Airport has 600+ Embross V2 Mobile kiosks.</p> <p>Our TravelStream solution can be used with a range of our products to facilitate biometric enable passenger movement throughout the airport. This includes Kiosks which can validate your identify via the TravelStream Biometrics. This same system is now accepted by the TSA as a form of identification at our Self Service Bag Drops, as we do for Delta Air Lines, Spirit Airlines, and most recently Alaska Airlines in their new terminal facilities in Portland and Seattle. TravelStream can also be used for biometric identification at security checkpoints in combination with our passenger tracking system, "PaxTracer" which record passengers at various touchpoints through the airport therefore providing passenger movement data and tracking. Once through security the system can be used with our eGates or EmVision units at airport lounges, before the passenger continues to the boarding gate where we support the US Air Exit Program and Self Boarding, or in Canada the system can replace the need for manual ID checks at boarding. There are many different variations on what can be done, therefore pricing for these complimentary systems can be provided on request.</p>
47	Describe how your solution uses predictive analytics to provide schedule deviation information due to irregular operations, bad weather, or other unforeseen events.	<p>Our suite of products includes analytics tools and dashboards that provide key flight, passenger, kiosk, bag drop, e-gate, and checkin counter health and status and throughput. The Embross "Insights" platform can utilize the data available from day-of-operations combined with historical data to project operational trends. Insights is an optional analytics dashboard and can be quoted on request according to customer specific requirements.</p> <p>The Embross eGate solution can also be, and has been, paired with third-party products which are specifically designed to support predictive analytics from a wide range of data sources. These firms' complimentary products are available through Embross and enhance the use cases for the products.</p>
48	Demonstrate whether your solutions allow flexibility for airports, other transit hubs, or facilities to use various sensor equipment from a variety of suppliers.	We believe this requirement is not applicable to our offered solutions. Our solutions are designed with specific components (e.g. sensors) built into the units (e.g. the kiosk self bagdrop unit, eGate). Using other 3rd party devices will require a redesign and certification.
49	Describe any data ownership or privacy regulations you must comply with and how you accomplish meeting those requirements.	We have a Data Security Policy that defines the plan and controls used to manage and support access to Embross' systems (Development, Test, and or Production environments), personal information, sensitive personal information and business sensitive information (PI/SPI/BSI). This is aligned with IATA regulations, and is tailored for the regulations in the country the service is being provided and any customer specific regulatory or security requirements. We re ISO 27001:2022 certified.
50	Demonstrate how you ensure your data storage solutions are cost effective including where data is stored, who owns the data and how system upgrades are handled.	Embross offers a cost effective cloud hosted solution that provides customers with operational and cost efficient solutions. Embross does not own any of the passenger data . We work with the airport to perform any HW upgrades / fixes with minimal impact to operations. We perform software system upgrades / patches remotely during off peak periods.

Table 5B: Value-Added Attributes

Line Item	Question	Certification	Offered	Comment	
51	Select any Women or Minority Business Entity (WMBE), Small Business Entity (SBE), or veteran owned business certifications that your company or hub partners have obtained. Upload documentation and a listing of dealerships, HUB partners or resellers if available. Select all that apply.		<input type="radio"/> Yes <input checked="" type="radio"/> No	Embross is not a WMBE, SBE, or veteran owned business	*
52		Minority Business Enterprise (MBE)	<input type="radio"/> Yes <input checked="" type="radio"/> No	Embross is not an MBE	*
53		Women Business Enterprise (WBE)	<input type="radio"/> Yes <input checked="" type="radio"/> No	Embross is not a WBE	*
54		Disabled-Owned Business Enterprise (DOBE)	<input type="radio"/> Yes <input checked="" type="radio"/> No	Embross is not a DOBE	*
55		Veteran-Owned Business Enterprise (VBE)	<input type="radio"/> Yes <input checked="" type="radio"/> No	Embross is not an VBE	*
56		Service-Disabled Veteran-Owned Business (SDVOB)	<input type="radio"/> Yes <input checked="" type="radio"/> No	Embross is not a SDVOB	*
57		Small Business Enterprise (SBE)	<input type="radio"/> Yes <input checked="" type="radio"/> No	Embross is not an SBE	*
58		Small Disadvantaged Business (SDB)	<input type="radio"/> Yes <input checked="" type="radio"/> No	Embross is not an SDE	*
59		Women-Owned Small Business (WOSB)	<input type="radio"/> Yes <input checked="" type="radio"/> No	Embross is not an WOSB	*

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

Provide detailed pricing information in the questions that follow below.

Line Item	Question	Response *	
60	Describe your payment terms and accepted payment methods.	<p>Embross has a standard list of payment / pricing terms which will be tailored for each customer. Some of these standard terms are:</p> <p>Invoicing schedules are as follows:</p> <p>All invoices are billed NET30</p> <p>50% of the hardware and software price invoiced at time of order, balance upon shipping</p> <p>EPS and other Support Services are billed annually in advance</p> <p>Time and material charges are billed monthly based on actuals</p> <p>Other charges including training, installation shipping, and travel are billed shortly after delivery.</p> <p>Shipping, taxes, customs duties and similar are not included;</p> <p>Customer to be importer of record.</p> <p>SW licenses - all rights, title, and source code shall remain with Embross</p>	*

61	Describe any leasing or financing options available for use by educational or governmental entities.	Embross offers multiple pricing options Pricing can be structure to vary the CAPEX and OPEX values based on the customers requirements. Leasing models can be provided including recurring support fees. Alternative models could included milestone based wherein the customer makes a % of payment as and when a milestone is completed. For example, contract sign, hardware delivered onsite, installation completed etc. We are open to assess the feasibility of any alternate financial options customers may prefer.	*
62	Describe any standard transaction documents that you propose to use in connection with an awarded agreement (order forms, terms and conditions, service level agreements, etc.). Upload all template agreements or transaction documents which may be proposed to Participating Entities.	Embross agrees to the use of the Sourcwell standard Master Agreement for contracts placed via the Buy Sourcwell platform. Appended to the standard agreement would be the Statement of Work (SOW) as agreed between Embross and the participating entity based on the required contract scope. Our draft Statement of Work template is uploaded for reference (Embross SOW TEMPLATE.pdf)	*
63	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?	Embross does not currently accept P-card procurement and payment process.	*
64	Describe your pricing model (e.g., line-item discounts or product-category discounts). Provide detailed pricing data (including standard or list pricing and the 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.	Embross products and services are priced in sections per the various offered system to align with the product categories outlined in the RFP. The cost for each system is made up of various types of fees (e.g. hardware, software, 3rd level support, installation, extended warranty). Line item pricing is provided, and where applicable, volume % discounts are offered. To assist Sourcwell in its evaluation of our proposal, we have included example calculations alongside the line item pricing for each system - this allows the input of example parameters (e.g. hardware quantities, contract length) to give an example price. Further detail is provided in 'Attachment B - Pricing'. Per the instructions in the Sourcwell portal, we did not lock/password protect the Excel pricing file - as such we also include a copy of the Pricing document in PDF format for cross reference.	*
65	Quantify the pricing discount represented by the pricing proposal in this response. For example, if the pricing in your response represents a percentage discount from MSRP or list, state the percentage or percentage range.	The depth and breadth of our products and services mean that different levels of discount are offered for different types of equipment/services. The percentage discounts are clearly laid out against each relevant line item in 'Attachment B - Pricing', and range from 3% to 84%.	*
66	Describe any quantity or volume discounts or rebate programs that you offer.	As described above, volume discounts and range from 3% to 84%.	*
67	Propose a method of facilitating "sourced" products or related services, which may be referred to as "open market" items or "non-contracted items". For example, you may supply such items "at cost" or "at cost plus a percentage," or you may supply a quote for each such request.	Additional items which may be considers complimentary, optional or related to the products and or service proposed, would be quoted on a case by case basis. In some instances items or services may be offered on a cost plus basis.	*
68	Identify any element of the total cost of acquisition that is NOT included in the pricing submitted with your response. This includes all additional charges associated with a purchase that are not directly identified as freight or shipping charges. For example, list costs for items like pre-delivery inspection, installation, set up, mandatory training, or initial inspection. Identify any parties that impose such costs and their relationship to the Proposer.	The following are excluded from our proposal, and will be priced as needed on a case by case basis depending on the scope and requirements of each participating entity: -Project Services (e.g. project management) -Travel and expenses -Software development / customization(s) (if required) -3rd party software integrations (if required) -Spare parts and cables -Network connectivity/ISP (usually provided by airport, but can be quoted on request) -Training facility (to be provided by customer) -Core room space for Embross provided routers/firewalls ((to be provided by customer) -Onsite maintenance and support -Shipping/Freight -Consulting services (if required) -Sales tax -Plant equipment hire for moving of goods (if required) -Hoarding for installation area(s) (if required) -Certifications (if required) -Pre-delivery inspection (if required) -Special Inspection (if required) -Certifications (if required)	*
69	If freight, delivery, or shipping is an additional cost to the Sourcwell participating entity, describe in detail the complete freight, shipping, and delivery program.	Shipping/freight will be priced based on order scope. Typically Embross ships hardware on DAP or DDP Incoterms. Customer is Importer of Record and responsible for customs clearance, duties, taxes etc. Road freight can also be arranged/priced as appropriate.	*

70	Specifically describe freight, shipping, and delivery terms or programs available for Alaska, Hawaii, Canada, or any offshore delivery.	Typically Embross ships hardware on DAP or DDP Incoterms. Customer is Importer of Record and responsible for customs clearance, duties, taxes etc.	*
71	Describe any unique distribution and/or delivery methods or options offered in your proposal.	N/A	*
72	Specifically describe any self-audit process or program that you plan to employ to verify compliance with your proposed agreement with Sourcewell. This process includes ensuring that Sourcewell participating entities obtain the proper pricing.	As an ISO certified company we have stringent processes and checkpoints internally during implementation and operations. We conduct Service Reviews internally and with the customer on a regular basis to review service performance Embross sales are managed and tracked within our CRM HubSpot. As part of our process the contract pricing for Sourcewell participants would be utilize from a line item pricing catalog within the CRM. These sale will be managed and reviewed on an ongoing basis to ensure compliance.	*
73	If you are awarded an agreement, provide a few examples of internal metrics that will be tracked to measure whether you are having success with the agreement.	The Embross Account Manager would conduct Service Reviews on a regular basis internally and with the Customer to ensure projects are on track and operations are running smoothly. We also have tools such as Spectrum that monitor our systems and can generate alerts and reports to help with diagnostics and improvements. If required, we can work on Service Level Agreements with customers on system performance / uptime and customer support such as response time to incidents etc.	*
74	Provide a proposed Administration Fee payable to Sourcewell. The Fee is in consideration for the support and services provided by Sourcewell. The propose an Administrative Fee will be payable to Sourcewell on all completed transactions to Participating Entities utilizing this Agreement. The Administrative Fee will be calculated as a stated percentage, or flat fee as may be applicable, of all completed transactions utilizing this Master Agreement within the preceding Reporting Period defined in the agreement.	Embross is proposing a 2% administrative fee, paid quarterly to Sourcewell as a percentage of total sales made to participating entities.	*

Table 6B: Pricing Offered

Line Item	The Pricing Offered in this Proposal is: *	Comments	
75	The pricing offered is as good as or better than pricing typically offered through existing cooperative contracts, state contracts, or agencies.	Please see Attachment B - Pricing.	*

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

Line Item	Question	Response *	
76	Provide a detailed description of all the Solutions offered, including used Solutions if applicable, offered in the proposal.	Embross stands as a leader in cutting-edge passenger self service kiosks and solutions globally, enriching clients with the operational efficiency and adaptability necessary for success. Please refer to Attachment C - Embross Solutions for a description of our product solutions.	*
77	Within this RFP category there may be subcategories of solutions. List subcategory titles that best describe your products and services.	Passenger Processing Systems (CUPPS, CUSS, eGate for access control, PaxTracer to track passenger flow), Self Service Kiosk and Bag Drop Solutions.	*

Table 7B: Depth and Breadth of Offered Solutions

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

Line Item	Category or Type	Offered *	Comments	
78	Passenger detection, movement, flow, tracking, and counting at various touchpoints, curb-to-gate analytics	<input checked="" type="radio"/> Yes <input type="radio"/> No	PaxTracer, option with CUPPS system.	*
79	Passenger dwell, occupancy, and service level monitoring, automatic passenger counting (APC)	<input type="radio"/> Yes <input checked="" type="radio"/> No	N/A	*
80	Queue management, wait times, foot fall traffic patterns and analytics, asset utilization	<input type="radio"/> Yes <input checked="" type="radio"/> No	N/A	*
81	Unusual behavior detection and incident monitoring	<input type="radio"/> Yes <input checked="" type="radio"/> No	N/A	*
82	Real-time Smart Transit Displays and Equipment	<input type="radio"/> Yes <input checked="" type="radio"/> No	N/A	*
83	3D vision and AI sensors for people & vehicle movement	<input type="radio"/> Yes <input checked="" type="radio"/> No	N/A	
84	Traffic flow dividers, panels and stanchions	<input type="radio"/> Yes <input checked="" type="radio"/> No	N/A	
85	Electronic and mobile check-in kiosks	<input checked="" type="radio"/> Yes <input type="radio"/> No	Self service kiosks and bagdrops	

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

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

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

Documents

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

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

- [Pricing](#) - Attachment B - Pricing.xlsx - Tuesday March 04, 2025 11:17:20
- [Financial Strength and Stability](#) - Attachment A - Financial Statements 2023-2022-2021.pdf - Monday February 24, 2025 09:07:19
- [Marketing Plan/Samples](#) - Marketing Plan Sample.pdf - Tuesday March 04, 2025 11:14:48
- WMBE/MBE/SBE or Related Certificates (optional)
- [Standard Transaction Document Samples](#) - Embross SOW TEMPLATE.pdf - Tuesday March 04, 2025 12:37:43
- [Requested Exceptions](#) - No exceptions.pdf - Monday March 03, 2025 11:43:32
- [Upload Additional Document](#) - Additional Documents.zip - Tuesday March 04, 2025 11:25:30

Addenda, Terms and Conditions

PROPOSER AFFIDAVIT OF COMPLIANCE

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

1. The Proposer is submitting this Proposal under its full and complete legal name, and the Proposer legally exists in good standing in the jurisdiction of its residence.
2. The Proposer warrants that the information provided in this Proposal is true, correct, and reliable for purposes of evaluation for award.
3. The Proposer certifies that:
 - (1) The prices in this Proposal have been arrived at independently, without, for the purpose of restricting competition, any consultation, communication, or agreement with any other Proposer or competitor relating to-
 - (i) Those prices;
 - (ii) The intention to submit an offer; or
 - (iii) The methods or factors used to calculate the prices offered.
 - (2) The prices in this Proposal have not been and will not be knowingly disclosed by the Proposer, directly or indirectly, to any other Proposer or competitor before award unless otherwise required by law; and
 - (3) No attempt has been made or will be made by Proposer to induce any other concern to submit or not to submit a Proposal for the purpose of restricting competition.
4. To the best of its knowledge and belief, and except as otherwise disclosed in the Proposal, there are no relevant facts or circumstances which could give rise to an organizational conflict of interest. An organizational conflict of interest is created when a current or prospective supplier is unable to render impartial service to Sourcewell due to the supplier's: a. creation of evaluation criteria during performance of a prior agreement which potentially influences future competitive opportunities to its favor; b. access to nonpublic and material information that may provide for a competitive advantage in a later procurement competition; c. impaired objectivity in providing advice to Sourcewell.
5. Proposer will provide to Sourcewell Participating Entities Solutions in accordance with the terms, conditions, and scope of a resulting master agreement.
6. The Proposer possesses, or will possess all applicable licenses or certifications necessary to deliver Solutions under any resulting master agreement.
7. The Proposer will comply with all applicable provisions of federal, state, and local laws, regulations, rules, and orders.
8. Proposer its employees, agents, and subcontractors are not:
 1. Included on the "Specially Designated Nationals and Blocked Persons" list maintained by the Office of Foreign Assets Control of the United States Department of the Treasury found at: <https://www.treasury.gov/ofac/downloads/sdnlist.pdf>;
 2. Included on the government-wide exclusions lists in the United States System for Award Management found at: <https://sam.gov/SAM/>; or
 3. Presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from programs operated by the State of Minnesota; the United States federal government, as applicable; or any Participating Entity. Vendor certifies and warrants that neither it nor its principals have been convicted of a criminal offense related to the subject matter of this solicitation.

☒ By checking this box I acknowledge that I am bound by the terms of the Proposer's Affidavit, have the legal authority to submit this Proposal on behalf of the Proposer, and that this electronic acknowledgment has the same legal effect, validity, and enforceability as if I had hand signed the Proposal. This signature will not be denied such legal effect, validity, or enforceability solely because an electronic signature or electronic record was used in its formation. - Norman Keilpart, Sales Director, Americas, Embross USA Inc.

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

☒ Yes ☐ No

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

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

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