

MASTER AGREEMENT #022525 CATEGORY: Passenger and Crowd Flow Management Solutions and Related Products SUPPLIER: Urban Solar 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 Urban Solar Inc., 1880 SW Merlo Drive, Beaverton, OR 97003 (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.

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- 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.

- DAVIS-BACON ACT, AS AMENDED (40 U.S.C. § 3141-3148). When required by federal ii) 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.
- CONTRACT WORK HOURS AND SAFETY STANDARDS ACT (40 U.S.C. § 3701-3708). iii) 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 a 1.5% 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.

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- 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.

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- 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.

- 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

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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.

Urban Solar Inc.

Jeremy Schwartz	Signed by:
By:	By: Eben lindsey
Jeremy Schwartz	Eben Lindsey
Title: Chief Procurement Officer	Title: President
4/29/2025 11:24 AM CDT	4/29/2025 11:03 AM CD7

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

Vendor Details

Company Name: Urban Solar Inc

Does your company conduct

business under any other name? If

yes, please state:

Urban Solar Corp

1880 SW Merlo Drive

Address:

Beaverton, Oregon 97003

Contact: Liam Hamel

Email: info@urbansolarcorp.com

Phone: 250-360-7575 HST#: 43-2119609

Submission Details

 Created On:
 Tuesday January 14, 2025 12:06:04

 Submitted On:
 Monday March 03, 2025 16:05:58

Submitted By: Liam Hamel

Email: info@urbansolarcorp.com

Transaction #: df8fd3c2-e7f0-4fe6-8443-ce495d1c74ad

Submitter's IP Address: 147.243.186.117

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.	Urban Solar 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).	Urban Solar Corp is the parent company of Urban Solar Inc. Urban Solar Corp typically serves Canadian customers, while Urban Solar Inc. is responsible for customers in the United States.	*
	Provide your CAGE code or Unique Entity Identifier (SAM):	CAGE: 7UZQ7 Unique Entity ID: DNYPJK892FM5	*
5	Provide your NAICS code applicable to Solutions proposed.	339950 - Sign manufacturing	İ
6	Proposer Physical Address:	1880 SW Merlo Drive Beaverton, OR USA 97003	*
7	Proposer website address (or addresses):	https://www.urbansolarcorp.com/	*
	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):	Eben Lindsey, President 2610 Rock Bay Ave Victoria BC Canada V8T 4R7 eben@urbansoalrcorp.com 503-356-5516	*
9	Proposer's primary contact for this proposal (name, title, address, email address & phone):	Eric Bracke, Business Development Manager 2610 Rock Bay Ave Victoria BC Canada V8T 4R7 eric@urbansolarcorp.com 503-356-5516	*
10	Proposer's other contacts for this proposal, if any (name, title, address, email address & phone):	Liam Hamel, Business Development Manager 2610 Rock Bay Ave Victoria BC Canada V8T 4R7 liam@urbansolarcorp.com 503-356-5516	*

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

Line Item	Question	Response *	

11	Provide a brief history of your company, including your company's core values, business philosophy, and industry longevity related to the requested Solutions.	Urban Solar is uniquely qualified to meet the requirements of Section E - "Real-time Smart Transit Displays and Equipment" of RFP #022525. We are an experienced integrator of technology at public transit stops, with a tailored skill set in deploying both solar power solutions and tamper-proof, real-time passenger information displays. Urban Solar has a depth of project-based experience in designing and manufacturing products for transit and a strong partnership with digital signage manufacturer Axentia Technologies. Since 2008, Urban Solar has enhanced over 20,000 bus stops at transit stops across the United States and Canada by manufacturing reliable solar power units for security lighting and other electronic amenities, including real-time information signage. We have provided solutions across 49 states and 7 provinces. Our mission is to improve the security, customer experience and overall attractiveness of transit while providing reliable, quality solutions and customer service to transit agencies across North America. Urban Solar's expertise in supplying, installing, powering and supporting reliable technology at transit stops make us an ideal candidate for supporting this contract. Deploying real-time information signage across a public transportation network requires a specialized skill set and experience as power is often not readily available and can be expensive or impossible to access. Implementing bus stop technology
		and can be expensive or impossible to access. Implementing bus stop technology presents a unique set of challenges that does not allow for standard solutions to fulfill the requirements. Urban Solar can apply years of in-depth experience deploying solutions on a limited power budget, without access to grid power to assist agencies with this challenge, improving the waiting experience at the transit stop.
		Our Mission To design and manufacture products that enhance safety and rider experience at bus stops across North America. By helping transit agencies integrate the latest technology at their bus stops, we support their mission of creating safe, sustainable, accessible and equitable communities.
		Our Vision By leveraging innovative off-grid technologies, such as real-time digital displays and solar-powered lighting, our goal is to reduce environmental impact by encouraging greater public transit use at over 50,000 bus stops throughout North America by 2031.
		With extensive experience installing solar power and digital signage systems at bus stops, Urban Solar is capable of training designated contractors or agency staff to perform installations. In 2024 alone, we provided amenity improvements at more than 4,000 bus stops in Canada and the United States. This includes several digital signage deployments (references included below). For more information, please visit our website at www.urbansolarcorp.com.
		By cross referencing Sourcewell's member list against our existing customer base, there are 361 cities in which we have provided solutions to existing Sourcewell members.
12	What are your company's expectations in the event of an award?	Urban Solar plans to leverage this contract to simplify procurement for both new and existing customers. We plan to offer the contract as an option for all of our customers. Expanding through Sourcewell would further streamline procurement for our customers, making it simple for agencies to benefit from pre-negotiated pricing and proven transit technology.
		We expect that Sourcewell will support us in working with both new and existing members to access the contract and purchase through it. Additionally, we anticipate Sourcewell's assistance with contract amendments and other contract management tasks.
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.	Urban Solar is a profitable business that operates in good financial status. Financial viability has been proven through a reference letter from our largest client Tolar Manufacturing. This has been included as a separate document. If additional information is required to prove financial viability, Urban Solar is able to provide more information assuming it is kept confidential and will not be subject to a public records request. If you require additional information that will not be subject to a public record request we would be happy to comply

	What is your US market share for the Solutions that you are proposing?	Urban Solar has been supporting transit agencies with solar lighting solutions for 17 years. As digital signage technology has advanced and the power consumption has decreased with the emergence of new technology, we have helped transit agencies power real-time information displays. For the past 7 years, we have been supplying real-time information displays and power systems. We work on projects of all sizes, including projects that have resulted in over 400 displays being installed. Additionally, we also have confirmed projects that are currently in the design phase that will add over 200 display units to our deployment base.	*
		We believe that that is approximately 20% of the off-grid real-time information displays across the United States.	
15	What is your Canadian market share for the Solutions that you are proposing?	In Canada, we have (150) displays to be installed in London, ON, (5) in Durham, ON, and our partner of this proposal has (300) in Vancouver, BC. We believe this is approximately 50% of the off-grid real-time information displays across Canada.	*
16	Disclose all current and completed bankruptcy proceedings for Proposer and any included possible Responsible Party within the past seven years. Proposer must provide notice in writing to Sourcewell if it enters a bankruptcy proceeding at any time during the pendency of this RFP evaluation.	None	*
	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	b) Urban Solar is a manufacturer that sells solutions directly to government agencies and transit authorities. Additionally, we leverage resellers who specialize in bus stop infrastructure (such as shelter manufacturers). While we design and produce our core products, we strategically source certain components from trusted third-party suppliers to ensure the highest quality and efficiency. We specialize in solar lighting solutions and vandal-resistant display housings for transit applications. While we design and produce our off-grid transit lighting products and durable, vandal- and weather-resistant display enclosures, the digital display technology itself is sourced from our trusted partner, Axentia. Based in Sweden, Axentia is a global leader in digital signage with over 30,000 displays deployed worldwide. This ensures that our solutions incorporate cutting-edge, high-quality display technology that is trusted and proven worldwide. Our sales and service network is a combination of in-house employees and third-	*
	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?	party partners. Our internal sales team works directly with government agencies, transit authorities and shelter manufacturers, while providing expert guidance on the selection and implementation of our products. Additionally, we collaborate with a network of resellers, including Tolar Manufacturing, who integrate our products into transit infrastructure projects throughout the United States.	
	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.	ISO 9001 certified, ITAR registered, AS9100, AWS 3.1/4.1	*
	Disclose all current and past debarments or suspensions for Proposer and any included possible Responsible Party within the past seven years. Proposer must provide notice in writing to Sourcewell if it enters a debarment or suspension status any time during the pendency of this RFP evaluation.	None	*

20	Describe any relevant industry awards or recognition that your company has received in the past five years.	Our innovative transit solutions have been recognized across North America, with our product deployments being featured in prominent industry and news publications including Mass Transit, CTV News and more. Our commitment to safety, sustainability and enhancing the rider experience in the public transportation sector has positioned us as a trusted market leader in both digital display technology and off-grid solar lighting. Our solutions emphasize safety, sustainability, durability and efficiency, earning widespread adoption by over 400 transit agencies, municipalities or government agencies.	
		In addition to media coverage, our products have been widely adopted transit agencies and municipalities seeking reliable, durable, energy- and cost-efficient infrastructure. This ongoing recognition a testament to our dedication of improving transit environments with future-ready bus stop technology.	*
		Lastly, as a pilot winner in the NYC Transit Tech Lab Challenge, we are recognized for the accessibility and flexibility of our battery-powered digital signage across various stop locations. With 95-100% of our sales serving government agencies, we specialize in developing and deploying reliable, energy-efficient, off-grid transit amenities.	
21	What percentage of your sales are to the governmental sector in the past three years?	Over the past 17 years, 95 - 100% of our sales have end customers that are government agencies. Approximately 50% of these sales are made directly to transit agencies and municipalities, while the remaining 50% are facilitated through bus shelter manufacturers, general contractors and other industry partners who integrate our products into transit infrastructure projects. Urban Solar's core focus is supporting transit agencies and municipalities with specialized digital signage and solar-powered lighting solutions. Partnering with a provider that deeply understands the unique challenges of public transit — such as reliability, ease of maintenance and long-term cost efficiency — ensures that agencies receive tailored solutions designed to withstand real-world transit environments. Unlike generic display providers, we deliver proven, durable and energy-efficient technology tailored specifically for the transit sector. Our extensive experience working with North American transit agencies allows us to anticipate challenges, streamline implementation and make sure that public-facing digital signage meets both operational needs and passenger expectations.	*
22	What percentage of your sales are to the education sector in the past three years?	None - We are focused on the public transportation industry	*
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?	We hold a contract with cooperative purchasing clauses with King County Metro in Seattle, Washington. Over the last 3 years, we have done \$925K USD business through this contract. Additionally, our solutions can be sourced through CalACT, with the contract being held by Tolar Manufacturing. Since the addition of digital signage in late 2023, we have seen a significant increase in sales through this contract, demonstrating strong market demand for reliable, transit-focused digital displays.	
		The approximate revenue generated from this contract over the past 3 years is: 2024: ~600K 2023: ~150K 2022: ~100K	*
		It's important to note that the CalACT contract is available to all California agencies. This contract provides a streamlined and cost-effective procurement process for transit solutions. Looking ahead at the potential addition of an international contract such as Sourcewell, we anticipate to significantly expand our digital signage sales within your network. This contact will make it even easier for agencies to adopt and implement transit-ready, real-time digital displays. By leveraging a cooperative purchasing agreement, agencies can benefit from pre-negotiated pricing and the assurance that they are working with a trusted, specialized provider in transit digital signage.	
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?	None	*

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 *	
Jacksonville Transportation Authority (JTA)	Gary L. Ayer	Contact Title: Director of Facilities Maintenance and Transit Amenities Contact Email: Gayer@jtafla.com Description of Services Provided: Supply of (92) Axentia 13" vandal resistant e-paper digital displays with Text-to-Speech functionality (among other stop improvements such as shelter upgrades and lighting) Dates of Services: 08/2024 - Present Location: Jacksonville, FL	*
Orange County Transit Authority (OCTA)	Jeff Tatro	Contact Title: Section Manager, Stops & Zones and Schedule Checking Contact Phone Number: 714-560-5865 Contact Email: jtatro@octa.net Description of Services Provided: Supply and installation of (26) 13" solar-powered e-paper displays and PV Stop+ solar lighting units on existing poles Dates of Services: 12/2021 - Present Location: Orange County, CA	*
South Metropolitan Area Regional Transit (SMART)	Michelle Marston	Contact Title: Transportation Options Program Coordinator Contact Phone Number: 503-570- 0332 Contact Email: marston@ridesmart.com Description of Services Provided: Supply and installation of (21) Axentia 4-button e-paper digital displays with dual-language Text-to- Speech functionality. Including (12) PV Stop+ solar power units with power tap to Axentia displays at solar viable bus stops. Dates of Services: 02/2023 - Present Location: Wilsonville, OR	*
WeGo Public Transit	D'Nese Nicolosi	Contact Title: Transit Stop Manager Contact Phone Number: 615-880-2013 ext: 02013 Contact Email: dnese.nicolosi@nashville.gov Description of Services Provided: Supply and installation of (20) vandal resistant e-paper displays to pilot real-time information signage and determine viability of future display deployments. Dates of Services: 10/24 - Present Location: Nashville, TN	
More references along with Photos in the full response	See response PDF	See response PDF	

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.	Our internal sales force consists of 4 skilled individuals, each contributing their expertise in different areas to ensure top-tier customer experience and growth.
		1. Eben Lindsey, President & CEO Eben brings a strong foundation in collaborative problem-solving and business leadership. Graduating from the University of Victoria's Peter B. Gustavson School of Business and serving 7 years at Urban Solar, starting in business development and now in the role of CEO, Eben has led the company through significant growth. If awarded the contract, Eben will oversee the efforts to promote and execute sales initiatives to provide our solutions to transit agencies.
		2. Eric Bracke, Business Development Manager Eric brings valuable experience from his time at BC Transit, where he managed the installation of over 80 bus shelters across 30 communities in British Columbia. His technical expertise in mechanical engineering and project management, combined with his exceptional customer service skills, allows him to effectively manage projects and provide comprehensive customer support.
		3. Liam Hamel, Business Development Manager Liam holds a master's degree in Global Business from the University of Victoria, with international experience that enhances his communication with diverse partners. At Urban Solar, he focuses on customer outreach, developing relationships with transit agencies, and researching long term transit infrastructure projects. His expertise in off- grid solutions ensures our solutions are tailored to meet the evolving needs of North American transit agencies.
		4. Jacqueline Langen, Content Marketing Manager Jacqueline holds a journalism degree and has experience across multiple industries. At Urban Solar, she leads our marketing strategy, creating high-impact content for our website, social media, blog articles and sales collateral to drive traffic, increase conversions and strengthen brand awareness. She'll create engaging case studies highlighting successful deployments, manage and coordinate photography efforts for future marketing collateral and lead the promotion of the contract through our website and LinkedIn.
27	Describe the network of Authorized Sellers who will deliver Solutions, including dealers, distributors, resellers, and other distribution methods.	Urban Solar works directly with customers to determine their project requirements and deliver tailored solutions specific to their projects needs. We handle the entire process from production to shipping to ensure that every customer receives the right solution. In our standard sales process, we don't rely on dealers, distributors or resellers in order to maintain a seamless customer experience with our clients.
28	Service force.	Urban Solar also has a strong service force to ensure that our customers and projects are fully supported and executed professionally. Our 3 main support departments are engineering, operations and finance.
		Engineering: Urban Solar has an in-house engineering team that supports our customers through product development and iterations, custom solution development, project engineering and more. Our Engineering team consists of 2 skilled professionals, they are supported by 2 additional engineering co-op students from the University of Victoria.
		1. Graham Ball, Engineering Manager With a background in environmental technology, a degree in electrical engineering from the University of Victoria and a minor in oceanography, Graham has dedicated his career to advancing off-grid solutions. At Urban Solar, he manages and supports the engineering team while overseeing key processes. He also leads product development focusing on design, research and certification to ensure that our solutions meet all regulatory requirements and meet the highest quality standards. Graham brings engineering management expertise, leveraging team resources to coordinate the integration of our technology into our customers' bus stops.
		2. Satria Brunner, Mechanical Project Engineer Satria brings a strong background in renewable energy and marine engineering, with hands-on experience from co-op positions and the University of Victoria, where he majored in Mechanical Engineering and minored in Business. At Urban Solar, Satria plays a key role in creating detailed engineering drawings, compiling technical documentation for manufacturers and utilizing 3D printing to bring designs to life. His expertise ensures mechanical components and electronics integrate seamlessly into our off-grid solutions. Satria's mechanical engineering skill set allows us to design solutions that fit the unique requirements of existing stop infrastructure, ensuring seamless integration between our technology and a transit agency's existing transit infrastructure. Operations: Urban Solar's operations team manages our manufactures to ensure

prompt delivery of our solutions to our customers. This group also completes quality assurance, production, order management as well as project management, technical support, shipping invoicing and all finance. Our operations team is currently growing to support the increased volume of orders we have received over the past years. The operations team consists of 5 team members:

1. Gonzalo Arizcun, Director of Operations

Gonzalo's background in chemical engineering, including a master's degree and research into the environmental impacts of plastics, gives him a unique perspective on sustainability. Gonzalo oversees operations, managing supply chain, inventory and logistics while coordinating production and ensuring compliance. He also plays a key role in supporting the finance team and maintaining critical supplier relationships to ensure a smooth execution of all projects. Gonzalo also oversees production at our facilities in Oregon to ensure manufacturing and assembly meet the highest standards and stay on track with the project schedule.

2. Brianna Kerwin, Customer Success Manager

Brianna joined Urban Solar in January 2021 as a co-op student from the University of Victoria's Business program. As Customer Success Manager, she ensures smooth project execution by managing orders, coordinating projects and maintaining communication with both customers and contractors. Her background in retail and hospitality, combined with a passion for data analytics, enables her to prioritize customer satisfaction while multitasking effectively. Brianna's project management expertise ensures that the solution details match the client's exact needs. She also ensures that projects on schedule, facilitates training and information sessions.

3. Alec Ramsay, Technical Support Coordinator

Alec is the Technical Support Coordinator at Urban Solar, where he applies his expertise in electronics and remote solar power systems. Before joining Urban Solar in January 2025, he worked as an electronics technologist and service manager, specializing in troubleshooting and maintaining off-grid solar installations. His hands-on experience is key for providing technical support, resolving issues and ensuring smooth operation of our technology. If customers experience any challenges with their installations, Alec will support them through troubleshooting to ensure their systems get back up and running quickly.

4. Tanuyen Nguyen, Finance Manager

Tanyuen brings 24 years of accounting experience and 19 years in senior finance management to Urban Solar. Her role includes managing monthly billables, payroll, team benefits, taxes and cash flow. With a strong financial background, including positions as Director of Finance, Controller and Finance Manager, Tanyuen's expertise supports smooth financial operations at Urban Solar. She holds a Bachelor of Commerce from the University of Alberta. Tanyuen also oversees high-level finances for the business including cash flow management, taxes and team payroll. She excels in ensuring financial stability and smooth operations at Urban Solar.

5. Arlene Stephenson, Accounting & Administrative Assistant

At Urban Solar, Arlene manages invoicing and communicates with customers to ensure all financial operations are streamlined. Her international teaching background has proven invaluable in her approach to problem-solving and customer interactions. With a diverse teaching career across England, Japan and Kuwait, she brings strong organizational skills and adaptability to her role. Arlene also manages logistics and payment, makes sure products are shipped on time and will ensure that invoices and documentation are completed in accordance with Sourcewell's contract rules.

Describe the ordering process. If orders will be handled by distributors, dealers or others, explain the respective roles of the Proposer and others. Urban Solar will accept orders directly from the customer via a purchase order (PO) or signed quote. We will collaborate with the agency to finalize any specific order requirements (paint color, display programming preferences, display content layout, etc.). From there, we'll proceed with production and ensure timely shipping in accordance with the agreed lead time. If there are additional steps to process orders via Sourcewell, Urban Solar can amend our process to include these details.

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.

Our team prioritizes customer satisfaction and support throughout the entire product lifecycle. Our customer service program includes the following key components:

Phase 1: Potential Customer Research and Training

When a transit agency begins to explore real-time information displays we support them in learning about the technology. Through this phase, we provide information regarding the different real-time information display technologies on the market so they can make an informed decision regarding which display technology best serves their unique needs.

We also discuss how solutions can be customized to their situation. Every transit agency has different needs that drive the requirements for the project. Our team assists agencies in determining what is important to them. With these requirements in mind, Urban Solar customizes our solutions to ensure they create the largest value for the agency while being simple to implement.

Training sessions: To ensure customers are fully equipped to use our products, we provide training sessions for installation, product usage and ongoing maintenance. These sessions are tailored to meet specific project needs.

Physical and digital user manuals: To further assist our customers, we provide both physical and digital user manuals for our products. These manuals include detailed instructions for installation, operation and troubleshooting to ensure that customers have easy access to all the necessary information.

Phase 2: Project Management & Deployment

Once the agency is confident that our solution is the best decision for them and their riders, we proceed with a project to implement the solutions in the form we discussed in the previous phase. This includes Urban Solar finalizing the specifications with the customer and producing the physical displays. During this phase Urban Solar and Axentia integrate the transit agencies real-time data on bus locations, develop customized display content layouts, and establish a web portal to monitor and manage the displays - also known as a content management system (CMS).

This phase includes hardware, software, installation and maintenance training sessions so our customers are prepared and confident in handling and managing the solutions when they receive them. Additionally, we will provide manuals that contain installation instructions, common maintenance processes, and more. During the project, our team will also provide consistent updates and adhere to a schedule similar to the one below. This will be shared with the customer so everyone is in alignment.

Project Management: Our team has a standard 16 week project plan in which we communicate with the customer to finalize order requirements (such as enclosure color, decals, screen layout design etc.), initiate data integration and server set up, train the customer on the software and hardware components of the product, as well as maintenance suggestions and processes to follow throughout the products lifecycle. A sample project plan can be found in Section 5.2 of the attached detailed response

Phase 3: Customer Success

Post installation, our team maintains contact with the agency. We check in consistently to ensure everything is operating as expected. It's common that questions come up after deployment as agencies get more hands on with the solution and customers provide feedback at the stop. Urban Solar is willing to provide additional training sessions regarding any of the previously discussed content with agency team members upon request.

Consistent communication: Throughout the course of each project, we hold regular meetings with customers to provide updates, address any concerns and make sure everything is going as planned. These include milestone meetings, check-ins during product installation and post-installation follow-ups.

Ongoing support: We continue to provide support after the product is delivered, offering maintenance advice and responding to any inquiries or requests for product updates. We ensure our customers have everything they need to get the most out of their investment. We provide an industry leading warranty.

Response time commitments: If any challenges are presented, our team is always available to support the agency. We also provide technical support throughout the lifespan of the solutions. Our technical support team is available from 9am - 5pm PST from Monday - Friday. For standard inquiries, we commit to responding within 3 days. For urgent requests and critical failures, we aim to provide assistance within 24 hours of the request receipt to minimize any operational disruptions.

For more information, please see Section 5.0 Training and Customer Support of our extended proposal.

31	Describe your ability and willingness to provide your products and services to Sourcewell participating entities.	Urban Solar is fully committed to supporting Sourcewell participating entities in Canada and the United States. We are ready and willing to provide our products and services to any Sourcewell entity seeking innovative, reliable and energy-efficient transit solutions. With our deep industry expertise and a strong track record of working with transit agencies and cooperative purchasing programs, we understand the unique needs of North American clients and are well-equipped to deliver industry-leading digital signage solutions. Our off-grid products, including solar lighting and battery-powered digital displays, are designed to enhance public transit infrastructure while offering long-term cost savings, minimal maintenance, environmental sustainability and promote the greater usage of public transit. We are committed to providing expert service and support to all interested entities. To date, we have completed or have active projects in 49 states and 7 provinces.	*
32	Describe your ability and willingness to provide your products and services to Sourcewell participating entities in Canada.	Urban Solar is fully committed to supporting Sourcewell participating entities in Canada. We are able to willing to provide all of our products and services to all interested entities.	*
33	Identify any geographic areas of the United States or Canada that you will NOT be fully serving through the proposed agreement.	Urban Solar will support all geographic regions in Canada and the United States.	*
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.	None	*
35	Define any specific requirements or restrictions that would apply to our participating entities in Hawaii and Alaska and in US Territories.	None	*
36	Will Proposer extend terms of any awarded master agreement to nonprofit entities?	Yes, Urban Solar is willing to extend the terms of any awarded master agreement to nonprofit entities. The terms of this agreement will apply including cost and lead times.	*

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.	Sales Processes & Transit Industry Engagement Our business development team will ensure Sourcewell is presented as an advantageous procurement option for both new and existing customers. As nearly 100% of our business is procured by government entities, our sales team is in constant communication with customers regarding procurement rules, limitations, challenges and more. Through this experience, we are confident many of our customers will choose to leverage this contract. Our sales team's efforts include:
		Customer outreach and inbound inquiries: Our business development team maintains consistent contact with transit agencies. We also monitor news reports (such as Mass Transit), board meeting minutes, strategic plans and more to understand each transit agency's goals and priorities. With this knowledge, our team tailors our outreach strategy to ensure that transit agencies across North America know that we can support them with digital signage projects.
		For reference, we have been in touch with all 100 of the top transit agencies (ranked in regards to ridership) in North America within the last year. Additionally, we have confirmed real-time information pilots with some of the largest agencies in North America including: New York City Department of Transportation, New Jersey Transit, WeGo Transit (Nashville, TN), London Transit (London, ON), Orange County Transportation Authority (Orange County, CA), Pinellas Suncoast Transit Authority (Pinellas County, FL), Jacksonville Transportation Authority.
		This strategy will benefit Sourcewell as our team has specialized knowledge and interest in understanding where transit agencies are in the process of researching, testing or implementing real-time information displays. As this is the primary focus of Urban Solar, we will drive additional engagement from member agencies to this section of this contract.
		Virtual and in-person meetings: Throughout the sales process, our sales team schedules meetings with transit agencies to discuss their needs, our solutions and how the solutions can benefit both the agency and their riders. Additionally, our business development team goes above and beyond by planning trips to meet with customers in person and provide live product demonstrations. One of the road trips that highlights our commitment to providing high-quality customer service, is the "Great American Transit Road Trip." Our CEO, Eben Lindsey, along with our 2 business development managers, Eric Bracke and Liam Hamel travelled across the United States meeting with transit agencies. During this trip, we met with over 60 customers over 8 weeks and drove 20,000 km (12,500 miles).

Urban Solar will continue to drive conversations about real-time information displays forward with customers through virtual and in-person meetings. Sourcewell can trust that in all of those meetings, the Sourcewell contract will be presented as a valuable procurement option.

Industry specific tradeshows: Urban Solar is a member of all major public transportation associations. This includes the American Public Transportation Association (APTA) and the Canadian Urban Transit Association (CUTA), along with other state and provincial level associations. As members, we attend multiple conferences for each entity each year. These conferences allow our team to stay engaged in the public transit industry by connecting with agency contacts, attending and leading information sessions and more.

Many industry decision makers attend the conferences and engage in discussion with us during product showcase sessions. Annually, we attend and present our solutions at the following conferences: CUTA, Ontario Transit Association, APTA Tech, APTA Mobility, APTA Tri-annual, CalACT, and Other state specific shows including: North Carolina Public Transportation Association (NCPTA), Florida Parking and Transportation Association (FPTA), South West Transit Association (SWATA), California Transit Association (CTA), and more

Urban Solar is engaged and committed to serving our customers in the transit industry. In comparison with a company that is not solely focused on the public transportation industry, this focus will drive additional sales to Section E "Real-Time Smart Transit Displays and Equipment" of the RFP.

Strong references and sales strategy: Urban Solar is focused on providing a positive customer experience throughout the product lifecycle. Transit agencies are generally very interconnected and often benchmark against one another. This creates a close-knit community where reputation and references are extremely important.

We have successfully expanded into new geographic areas through positive references. A key example of this is in the Greater Toronto Area, where we began working with Durham Regional Transit to implement real-time information and solar lighting. Since then, we have developed and implemented projects with Mississauga, London, Hamilton, Simcoe County, Niagara Falls, Milton and more.

By partnering with Urban Solar, Sourcewell can trust that our joint customers will provide positive references regarding the solutions they procure and the experience of working with our team for their projects.

Marketing & Social Media Plan

If awarded, our Content Marketing Manager will implement a multi-channel marketing strategy to maximize awareness and engagement. Our approach could include:

Boosted LinkedIn Ads: Targeted advertising to key decision-makers in the transit and municipal sectors.

By utilizing industry specific job titles and locations in the US and Canada, our ads will directly engage with North American Transit Planners and Customer Success Managers. These ads will highlight the benefits of the Sourcewell contract while emphasizing the ease of procurement, cost effectiveness and importance of working with a trusted partner. We will also A/B test different ad messaging approaches to see which type resonates with our target audience to ensure maximum engagement and conversions.

Sample LinkedIn Ad:

Exciting news! Urban Solar is now an approved supplier through Sourcewell's Passenger and Crowd Flow Management Solutions and Related Products, making it easier than ever for transit agencies to access our industry-leading digital display and solar lighting solutions.

With streamlined procurement and pre-negotiated pricing, agencies can now enhance safety and sustainability at bus stops with minimal hassle. Learn more about how this contract can benefit your transit projects: [new website link]

[Photo]

#UrbanSolar #EPaper #DigitalSignage #EInk #PublicTransit

For detailed metrics from our LinkedIn account in February 2025, please reference Section 6.0 Marketing Plan in our extended proposal.

Email campaigns: Personalized outreach to existing and potential customers highlighting the benefits and cost effectiveness of the contract.

The campaign will educate agencies by featuring testimonials, case studies of successful deployments and clear calls to action directing Sourcewell participants to learn more via our website or schedule a call with our business development team. Each email will be tailored to highlight the streamlined procurement process, cost savings and ability to speed up project implementation.

Website updates: A dedicated landing page featuring contract details, eligibility and a

		streamlined inquiry process.	
		This page will include an overview of Sourcewell, the contract details, eligibility requirements, step-by-step procurement process and an FAQ section addressing common concerns. We will also integrate a streamlined contact form to encourage direct engagement with our team for personalized assistance.	
		Blog post and potential press release: Announcement of the award with insights into how it benefits agencies seeking real-time information solutions.	
		The blog post will dive into the significance of the Sourcewell contract and break down how it simplifies the procurement process for agencies wanted to implement real-time digital signage solutions. The press release will be distributed to local news outlets, our industry network via LinkedIn and on our website via the dedicated Sourcewell landing page. This multi-channel distribution approach will help maximize visibility with transit sector decision makers.	
		Case studies for deployments: New deployments that were facilitated by the Sourcewell contract could be featured in case studies and distributed to existing and new clientele.	
		As Sourcewell members and agencies begin utilizing the contract for their deployments, we'll create detailed case studies that demonstrate the contracts impact. These case studies will be distributed via our website, social channels, standard customer communications as well as at trade shows.	
38	Describe your use of technology and digital data (e.g., social media, metadata usage) to enhance marketing effectiveness.	At Urban Solar, we're making the most out of digital tools to strengthen our marketing and connect with our target audience. We recently revamped our website to better reflect our brand voice and content strategy, making it easier for visitors to find the information they need. We also developed a social media strategy and have started posting regularly to share industry insights, highlight key projects and engage with our community.	
		Since launching our strategic social media efforts, we have seen consistent growth in both our following and engagement levels. While the industry average for post engagement hovers around 2-3%, our engagement rates consistently outperform, currently averaging approximately 9.5%. Our audience remains highly engaged on LinkedIn, with an average post engagement of 9.5%. This demonstrates a strong connection with the public transit community and the effectiveness of our targeted content strategy.	*
		Beyond that, we're focused on creating high value content including case studies, blog posts and sales collateral. We use SEO best practices and metadata optimization to boost visibility. As we continue to grow our marketing efforts, we'll keep looking for new ways to use data-driven insights to fine-tune our approach and make a bigger impact.	
39	In your view, what is Sourcewell's role in promoting agreements arising out of this RFP? How will you integrate a Sourcewell-awarded agreement into	Urban Solar doesn't require Sourcewell's support in promoting the contract, however, if Sourcewell is interested in collaborating on advertising or outreach, we would gladly support a joint initiative. If awarded, Urban Solar's team will:	
	your sales process?	Promote the Sourcewell contract into customer engagement: Our sales team oftenly receives requests for cooperative purchasing agreement options to avoid the agency having the perform a complete solicitation. We have many existing customers that will likely leverage this contract to procure our solutions moving forward. Our sales team will actively present the Sourcewell contract as a preferred option, making it easier for the 800+ agencies we engage with to procure our solutions. Partnering with Sourcewell will allow us to present this contract as the preferred procurement method, simplifying the purchasing process for our customers while expanding the reach of our digital signage solutions. Launch a targeted outreach campaign: This campaign will target all the agencies that participate in the Sourcewell contract. It will highlight the product line available through the Sourcewell contract while emphasizing the advantages of pre-negotiated pricing and simplified procurement. Feature Sourcewell on our website: If awarded we could create a dedicated landing page featuring contract details, eligibility and a streamlined inquiry process to ensure agencies can easily access the agreement. Highlight Sourcewell-procured projects: By highlighting successful projects secured by the Sourcewell contract, we will drive further engagement and demonstrate the real-world impact of our solutions. These case studies will be featured on our website, LinkedIn and as takehome collateral for industry events.	*
		By leveraging our industry expertise, extensive customer base and targeted marketing efforts, we will maximize the impact of the Sourcewell contract and ensure its successful for all participating agencies.	
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.	Currently, we do not have e-procurement process. All orders are processed through Urban Solar's team directly as we prefer a more hands on approach to customer service and relationships.	*

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.	Our customer training for digital displays covers installation and maintenance best practices including software updates, battery health checks, troubleshooting and component replacements. We also offer user training for content updates, settings management and display monitoring. There is no additional cost for virtual training. All of these training sessions are covered within our 16 week training plan and supplementary sessions are available upon request at no additional charge. Additionally, we will provide manuals that contain installation instructions, common maintenance processes, and more for easy reference.	*
42	Describe any technological advances that your proposed Solutions offer.	Our real-time information displays are designed with advanced technology to deliver reliable, efficient and secure performance. The key technological features that set our solution apart include: Key features overview Uncompromised performance: 5+ years battery life, real-time updates, text-to-speech and dusk-to-dawn illumination. As a comparison, to our knowledge, no other signage provider has proven a battery life of over 3 months. ADA compliant: Adjustable design layouts, wireless push-to-talk and accessible buttons. Vandal resistant: Our solutions have been designed specifically for the public transit environment. Made with all aluminum, ruggedized enclosure and shatter-resistant polycarbonate screen protector. Real-time departures: As opposed to updating the content based on the real-time information data on a set schedule (1-5 minute intervals) or solutions real-time information updates within a 10-second latency using full 4G/5G coverage. This ensures the agency's riders are receiving the highest quality real-time information on the market. Universal SIM Card: Flexible cellular connectivity allows for the displays to connect to the strongest available network at each individual bus stop, increasing uptime and reliability. Rider alerts and messaging: Deliver important updates and alerts to riders instantly on an adhoc basis or via your real-time feed. Tailored display layouts: Pre-built and customizable layouts including route maps, graphics, images and QR codes. Easy installation: Simply retrofit to existing infrastructure without the need for grid access or wiring. Low maintenance: Designed to last! With minimal maintenance, even in extreme weather conditions. Enhanced rider satisfaction: In addition to the average rider, our displays cater to elderly and low-income riders who may lack access to or familiarity with smartphone technology. This ensures inclusivity for all passengers. Optional solar security lighting: Pair with our PV Stop+ solar lighting united for added security lighting and ext	*
43	Describe any "green" initiatives that relate to your company or to your Solutions, and include a list of the certifying agency for each.	We are committed to driving sustainability through various initiatives. Our systems minimize construction impact by reducing site disruption and avoiding heavy civil work, which in turn cuts down on emissions. We promote greener commuting habits by enhancing public transit safety, attractiveness and encouraging increased usage. By relying on solar energy and batteries alone, our products operate with zero ongoing emissions. Additionally, our focus on off-grid solutions reduces dependence on traditional power sources. We use durable materials including high-quality aluminum to ensure products last 10+ years, which also reduces waste. Remote site inspections help us ensure adequate solar exposure for each location and we design products with modular components for easy servicing to promote sustainability. Vandal-resistant features extend product lifespan and our easy installation process minimizes emissions. Looking ahead, we plan to transition to fully recyclable product materials and adopt sustainable packaging practices that minimize the use of plastics and non-recyclables. We are also exploring incorporating recycled batteries into our systems and developing refurbishment programs to replace internal electronics for a prolonged product life.	*
44	Identify any third-party issued ecolabels, 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.	None	*

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?	Urban Solar is focused on supporting public transportation throughout North America by assisting with deploying off-grid technology at their bus stops. As highlighted in the background and experience sections above, we are the industry leader in designing, producing and supporting solutions made for public transit. We are a specialized company that supports our customers in tackling their specific set of challenges. Through that experience we understand that transit agencies serve a variety of stops, from urban centers with grid access to remote rural locations where power is unavailable. Our products have an ultra-low power draw, allowing them to operate sustainably without the need for costly construction, grid connections or solar exposure. Our systems provide agencies with consistent, real-time transit information (and optional solar security lighting), for either new or existing transit infrastructure. This flexibility ensures that all riders, including those in underserved areas, benefit from enhanced accessibility and safety. We offer fully off-grid solutions designed specifically for use in public transit. They are made to be highly durable, efficient and eco-friendly. Traditional grid powered installations cost agencies anywhere from \$1,000 to \$50,000+ due to trenching, wiring, permitting, contractor fees and more. By eliminating these aspects, our technology significantly reduces project cost and timeline while simplifying the scope. By not relying on a grid or solar power, our displays also require minimal maintenance and have a lower total cost of ownership compared with other solutions on the market. Our systems are built with easily swappable components for simple and quick maintenance, reduced downtime and long-term reliability. We provide technical support to ensure that any issues are addressed quickly and efficiently. Delivering cost-effective, durable and low-
40		maintenance solutions that support sustainability goals while minimizing environmental impact set us apart.
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.	N/A - Urban Solar is only responding to Section E - "Real-time Smart Transit Displays and Equipment" of the Passenger and Crowd Flow Management Solutions RFP
47	Describe how your solution uses predictive analytics to provide schedule deviation information due to irregular operations, bad weather, or other unforeseen events.	Urban Solar integrates the Transit agencies GTFS feed for static and real-time information. This data is generated from CAD/AVL systems that locate and track vehicles in real-time. This data is leveraged to provide live updates to the display in real-time. Therefore, changes to the schedule are updated on the display as soon as new information is available through the data feed.
48	Demonstrate whether your solutions allow flexibility for airports, other transit hubs, or facilities to use various sensor equipment from a variety of suppliers.	N/A - Urban Solar is only responding to Section E - "Real-time Smart Transit Displays and Equipment" of the Passenger and Crowd Flow Management Solutions RFP
49	Describe any data ownership or privacy regulations you must comply with and how you accomplish meeting those requirements.	Urban Solar and Axentia adhere to all industry standards in regards to data storage, collection and cyber security.
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.	Urban Solar and Axentia integrate the agencies GTFS data into a cloud server that communicates with the displays. It's in this process that Axentia's displays conserve power resulting in 20 - 100x less power consumption when compared with our competition. The data is owned by the agency, we just leverage it to communicate with the displays. As the displays are extremely efficient when leveraging the cellular network, we also save cost and power by requiring limited bandwidth of cellular networks. Additionally, as there are 30,000+ units across the world, the rate we pass on to our customers for cellular data is much less than an individual customer would be able to access. Lastly, our systems leverage a universal SIM card, therefore the devices can connect to the
		strongest available network at each bus stop. This is a large benefit as bus stops are usually widely spread across large geographic areas and various providers will have stronger signals across the transit network. This allows for us to ensure the solution is more reliable and have a greater up-time.

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.		C Yes No	N/A	*
52		Minority Business Enterprise (MBE)	∩ Yes • No	N/A	*
53		Women Business Enterprise (WBE)	∩ Yes	N/A	*
54		Disabled-Owned Business Enterprise (DOBE)	○ Yes ○ No	N/A	*
55		Veteran-Owned Business Enterprise (VBE)	○ Yes ⓒ No	N/A	*
56		Service-Disabled Veteran-Owned Business (SDVOB)	C Yes © No	N/A	*
57		Small Business Enterprise (SBE)	C Yes No	N/A	*
58		Small Disadvantaged Business (SDB)	C Yes	N/A	*
59		Women-Owned Small Business (WOSB)	C Yes ⓒ No	N/A	*

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

Provide detailed pricing information in the questions that follow below.

Line Item	Question	Response *	
60	Describe your payment terms and accepted payment methods.	Terms: Net 30 from delivery. For projects >100 displays, we may request a down-payment at the time of order or a phased approach to assist with cash flow. Methods: Direct deposit, credit card.	
61	Describe any leasing or financing options available for use by educational or governmental entities.	None	4
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.	We provide customers with a quote based on contract pricing for their requested scope of work. To proceed with the purchase, we require a signed quote or purchase order. Once the project is complete, we'll provide an invoice to the agency.	,
63	Do you accept the P-card procurement and payment process? If so, is there any additional cost to Sourcewell participating entities for using this process?	Yes, we will accept a P-card with the same process as a credit card. This will require a credit card authorization form to be submitted with the order.	¥

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64	Describe your pricing model (e.g., line-item discounts or product-category discounts). Provide detailed pricing data (including standard or list pricing and the Sourcewell discounted price) on all of the items that you want Sourcewell to consider as part of your RFP response. If applicable, provide a SKU for each item in your proposal. Upload your pricing materials (if applicable) in the document upload section of your response.	Pricing is based on a per-line item model. A pricing breakdown has been provided as an attachment. This guide helps member agencies navigate the pricing structure, outlining what each line item includes and any required components.	*
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.	Our displays offer a number of customizations and modifications depending on the agencies requirements. As a result, list pricing is not typically effective with this solution. That being said, our base pricing is consistent with approximately 5 - 20% discounted from standard pricing due to the potential volume offered by sourcewell. The Pricing structure on CalACT has been included in the appendix as a reference.	*
66	Describe any quantity or volume discounts or rebate programs that you offer.	Pricing has been provided with price breaks based on quantity of the order.	*
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.	For products that are not within the contract, Urban Solar will provide a quote for each project upon request. These may be added to the contract through an amendment if it's advantageous to other Sourcewell members. If a customer requires installation, Urban Solar is willing to provide this service at a cost + 20% rate for coordination, training and project management.	*
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 predelivery inspection, installation, set up, mandatory training, or initial inspection. Identify any parties that impose such costs and their relationship to the Proposer.	Urban Solar has not included pricing for system installation. Urban Solar will not provide any infrastructure that the agency would like to mount the solutions to (poles, shelters, etc). Maintenance is not covered within our scope. Once the solutions are installed, all standard maintenance will be the responsibility of the purchasing agency. Urban Solar provides virtual technical support but on-site support is not included unless otherwise agreed upon.	*
69	If freight, delivery, or shipping is an additional cost to the Sourcewell participating entity, describe in detail the complete freight, shipping, and delivery program.	Shipping to the customer is included within our proposal.	*
70	Specifically describe freight, shipping, and delivery terms or programs available for Alaska, Hawaii, Canada, or any offshore delivery.	Urban Solar will coordinate delivery to the customer and pay the associated charges.	*
71	Describe any unique distribution and/or delivery methods or options offered in your proposal.	None	*
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.	Urban Solar will provide the customer with a copy of the Sourcewell contract, allowing them to cross-reference pricing with our quote and ensure compliance with contract terms.	*
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.	Urban Solar will track the number of projects that leverage the contract. Additionally, we will track the revenue generated from the contract year-over-year. These metrics will allow Sourcewell to project the cost of procurement saved by your member agencies. This can be compared to the total number of digital signage procurements we respond to throughout the contract period. By comparing these numbers, we can track the change in Sourcewell participation through the contact years.	*
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.	Urban Solar is open to negotiating with Sourcewell to establish a reasonable "Sourcewell service fee" to be applied to quotes. We propose a 1.5% administration fee.	*

Table 6B: Pricing Offered

Line Item	The Pricing Offered in this Proposal is: *	Comments	
75	contracts, or agencies.	As mentioned in the previous answers, the prices on the CalACT cooperative purchasing contract for comparable solutions has been provided in the appendix of the full proposal.	*

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.	Overview To improve rider information, communication, accessibility and convenience for Sourcewell participants, Urban Solar has included various solution form factors with multiple screen technologies. Our product solutions include: 13", 28", 32" and 42" epaper displays as well as 3-row and 5-row LCD displays. Displays have various housings available. Our vandal-resistant housing has been popular with agencies as it features a durable aluminum housing, a shatter-resistant polycarbonate screen and easy-to-swap components for minimal downtime and maintenance.
		Our proposal includes fully battery-powered displays that are guaranteed to last 3+ years. In practice, we see displays generally last 5+ years prior to requiring battery swaps. The battery-powered solution is being highlighted, as this provides significant cost savings on installation and infrastructure. Additionally, it's much more flexible to deploy as agencies are not limited to bus stops that have grid power or clear solar exposure. If Sourcewell clients prefer solar powered displays at certain locations or have a need for security lighting, we have also provided an optional solar lighting system that can provide additional power to pole mounted displays, while simultaneously providing security downlighting around the display post. Lastly, If a site has an existing grid power connection, we are able to tie our systems to the grid as opposed to being battery or solar powered.
		Powered by Axentia Technology, our digital digital displays are flexible to an agency's requirements for each individual bus stop. With a range of display sizes and types along with various power sources including battery, solar and grid power, we have a solution that is designed for every bus stop.
		The major benefit of using battery powered displays is that in our experience, solar-powered amenities are not viable at all bus stops. Trees, buildings or other obstructions may shade the solar array, resulting in unreliable performance. Additionally, infrastructure around bus stops changes throughout the years. Buildings are erected and trees grow. With a battery powered solution, the display is reliable regardless of the site conditions. Therefore, Sourcewell clients can deploy displays where they will have the largest impact on riders, without worrying about sun exposure or incurring the high costs of running AC power to the site.
		Unlike other real-time information display providers who operate on duty refresh cycles of 30 seconds, 1 minute or even 2 to 10 minutes between updates to conserve power, Axentia displays update as soon as new information is available, with a latency of approximately 10 seconds before the data shows up on the screen. This protocol ensures that data is accurate and customers are seeing the most up-to-date information available. In the event that real-time data is disrupted, or the data source is unavailable, the displays can revert to scheduled route information, static timetables or a QR code. This will be configured to the agency's specifications during the project setup phase.
		Axentia's displays include a cellular modem featuring a universal SIM card. This allows the displays to connect to the strongest available network at each bus stop. This flexibility enhances communication between the display and the server, minimizing the risk of downtime from network issues or outages of a single provider. As bus stops are spread across a large geographic service area, the strongest available network may differ for each bus stop. The universal SIM card allows for increased reliability, connection speed and up-time. Additionally, the displays use a secure, state-of-the-art virtual private network (VPN) to connect to the Axentia server, ensuring robust and reliable connectivity.
		Axentia displays also integrate the antenna directly within the unit, therefore there is

no additional wiring. Other solutions on the market have external antennas that need to be run up the pole or to the top of the shelter, which creates opportunities for vandalism and installation challenges. All electronics, wiring and batteries are contained within the display housing.

The proposed screens are illuminated at night to ensure clear readability in the dark. Screen illumination is conveniently activated when the sun goes down and is turned off if there are no bus departures or once the sun rises, providing adequate readability and clarity for the display content at all times.

Display Hardware

Urban Solar's proposal includes e-paper displays of various sizes (13" 28", 32" and 42") along with 3-row and 5-row LCD displays. The displays can be integrated into various standard or custom housings. Our proposal price includes our standard vandal-resistant enclosure, however alternate display housings are available upon request. Urban Solar will also provide a mounting bracket and hardware to mount the display at the bus stop.

These solutions can be adapted to ensure a secure connection to the bus stop infrastructure. All mounting hardware as well as the display housing uses tamper-proof and vandal-resistant fasteners. To ensure a secure mounting configuration, Urban Solar may require technical specifications of the infrastructure at the bus stop. This may include: 3D models of bus shelters, pole details including mounting details, etc.

The proposed form factors size, weight along with photos have been included in section 8.2 and 8.3.

Vandal-Resistant Enclosures

Having deployed bus stop amenities since 2008, Urban Solar understands that vandalism is a risk and reality for all bus stop amenities. In consultation with existing customers, Urban Solar has designed a vandal-resistant enclosure for Axentia's 13" and 32" e-paper display. The enclosures have been designed to be "tough enough for transit" and aim to keep maintenance simple and cost effective. The display is protected by ruggedized aluminum housing with a shatter-resistant polycarbonate screen protector.

If the housing does receive an impact, the display is vibration dampened to reduce the force transferred into the electronic components of the display. All hardware is tamper-resistant and equipped with security fasteners. Additionally, the hardware has been inset into the enclosure to reduce the visibility of the screw bit required. Documentation will be provided to agency staff so the appropriate hardware is easily identifiable to their maintenance team.

In other deployments, Urban Solar has experienced that a common target for vandalism is the screen of the unit (etching, graffiti, shattering the glass with force, etc.). To reduce the maintenance costs and simplify management, Urban Solar has implemented a polycarbonate screen protector into the housing. The component can be sourced for a significantly lower cost than needing to replace a hardened glass assembly on the front of the display. This also eliminates the costs incurred for shipping the entire display back to the provider for maintenance.

If needed, the screen protector can be easily replaced. To make screen maintenance quick and simple, we recommend that Sourcewell participating clients hold stock of extra screen protectors. Our team can include a peel-away plastic film to shield the polycarbonate screen protector from graffiti to ensure graffiti is simple to remove. Although a plastic film is not included in our base proposal, it can be included at an additional cost. A user manual for commissioning the system and common maintenance processes such as protective screen swaps and battery changes will be provided during the project phase.

Display Branding

All displays can be painted to align with agency brand standards. Additionally, the agency's logo can be placed on the display to further customize the look and feel of the displays. Urban Solar will work with each agency to determine the final hardware requirements for each project.

(Optional) ADA Compliant Text-to-Speech (TTS)

Text-to-speech improves accessibility and equity, allowing those with vision impairments to engage with the solution and receive real-time bus arrival information via audio annunciation. Urban Solar's proposal includes a text-to-speech solution with a wireless push button. The push button meets all ADA requirements. The button is available in six high contrast colors, with braille, large embossed lettering and clear identification. A speaker is integrated into the display housing and the volume for each display can be edited within the web portal after the initial roll out. Project

stakeholders will also be able to customize the voice used (male/female, tone, pitch, etc.) as well as pronunciation of content to align with local nuances (slang, location names, accents, dialects, etc.).

Content Management System (CMS) & Web Portal

Along with the digital display hardware, Urban Solar's proposal includes the required software to implement, maintain and maximize the display's impact on your riders' experience. Upon initiation of the project, Axentia will integrate real-time bus tracking data feed from the transit agency into Axentia's servers so the data can be presented on the displays. This will occur while Urban Solar and Axentia work with Sourcewell participants to finalize the desired screen layout and mounting configurations. Along with data integration, Axentia will provide access to a secure cloud based web portal. Within the portal, users will be able to configure, control and monitor the displays. A full portal overview and training session will be provided for stakeholders during the project.

Display Monitoring

The web portal allows for easy monitoring of the displays. The homepage will show an overview of the displays within your system, their health and a map showcasing their locations. Additional information can be found in individual display status reports. This platform allows for simple monitoring of display battery health, cellular connectivity status and history. Within the portal, it's also possible to perform remote troubleshooting and force reset the display.

Additionally, the CMS can be configured to provide email alerts to relevant transit agency staff regarding any alarms from displays within your network. This functionality can be programmed for specific alarms and can trigger at different thresholds. Comments on the alerts are also provided within the CMS which will detail the type of maintenance and support that may be required.

Push Messaging

The displays are capable of presenting notifications and variable messaging. Messages can be sent to the displays through the CMS or directly from your General Transit Feed Specification (GTFS) data. Messages can easily be sent to a single, group or all displays. When pushing messages to the display, the message can also be set at various levels of priority within the CMS. The priority level indicates how the message will be presented on the display. Urban Solar and Axentia will work with project stakeholders to determine the levels of message priority and the corresponding content layout of the message. Messages can also be scheduled and templates can be created. This allows agency staff to prepare messaging for the future and have them go live and turn off at defined times.

Optional Components

In the following sections, we outline additional configurations and amenities that we believe will increase the value of our proposal.

We acknowledge that one solution will not work at all stops. Right-of-way restrictions, ADA compliance requirements and other factors such as rider demand, solar viability and even vandalism could have an effect. Our goal is to provide a menu of products and services that are flexible to each client's needs for each individual bus stop. We hope this flexibility will empower the agency to proceed with the improvements that will create the most value for their riders at each bus stop.

Alternative Power Configurations (Solar, Grid Power)

The proposed displays can all be powered by either solar or grid connection.

Basic Solar Panel Integration

As an optional addition, Urban Solar can include a 2W solar panel to provide power to the display (see example photo to the proposal PDF attached). The solar panel can be mounted on top of the display, pole or on the roof of the shelter. In solar viable locations, the panel will charge the battery inside the display during the day.

With an ultra-low power draw, the functionality of the display does not rely on solar power to operate. Therefore, if there is extended poor weather conditions or if the panel is damaged or shaded, our solution will continue to operate for 5 years. This differs from our competitors' solutions that rely solely on daily solar power to operate. If our competitor's solution is not adequately exposed to the sun for a few days, the display will stop functioning.

Additionally, due to the innovative and superior technology of our solution, the solar panel required to power the display is very small compared to our competitors. By opting for our system, you can significantly reduce the size and complexity of the supporting infrastructure. This not only simplifies the installation process but also cuts down on project costs. With no need for extensive concrete work or other public infrastructure, you'll have a more streamlined, cost-effective solution. The projected lifespan of the solar-powered solution is 7-10 years, depending on the solar viability

of the site.

Pole Mounted Lighting Integration

In addition to the base solar option, Urban solar has included our 20W PV Stop+ and 40W PV Stop Max as optional upgrades to the scope. These solutions not only extend the battery life of the display but also increase the safety, comfort and visibility of riders at the bus stop by adding security lighting.

Making transit riders feel safe is a top priority and it all starts with effective lighting. Our pole mounted lighting solutions offer a quick, cost-effective way to upgrade your transit environment from dark and unwelcoming to bright and secure. Both the PV Stop+ and PV Stop MAX can be installed on most standard poles and serve as a value-added feature that increases rider safety and experience at bus stops.

Both systems feature flexible lighting profiles and allow for programmed dusk till dawn illumination or on-demand push button activation. With battery options including LiFePO4 and sealed lead acid, they operate reliably in extreme temperatures ranging from -40°F to 140°F (-40°C to 60°C) and provide 5+ nights of battery autonomy, ensuring consistent lighting even in winter months with limited sunlight.

Benefits at a Glance

Enhanced safety and rider experience: Well-lit bus stops help to deter criminal activity, prevent rider pass-bys and make transit a more attractive option. Quick installation: Our solar-powered lighting can be installed on any pole in under 30 minutes. No trenching or utility costs are required.

Cost-effective: Achieve significant safety improvements at a minimal investment and allow more bus stops to be upgraded, even within budget constraints. High performance: Reliable, vandal-resistant lighting with 5 nights or more of battery autonomy, even in extreme temperatures.

Proven reliability: Deployed over 6,600 solutions deployed across over 180 transit agencies since 2013.

Agency Branding: Custom colors and agency logos add personalization and brand presence.

Brian Sullivan, Director of Marketing and Communications at The Breeze Trolley in Hilton Head, South Carolina said "These solar lights are a wonderful new amenity to increase visibility and safety at some of our darker trolley stops. The feedback we are receiving from our trolley operators and passengers has been unanimously positive."

(Optional) Grid Power Option

The display can also leverage grid power as its power source. This does not change the functionality of the display in any way. While the cost of the display is the same as the battery powered configuration, Sourcewell participants may experience additional project costs in running the power to the location (trenching, etc.). Additionally, the installation process is more complex and costly as an electrician is required for the hook up process.

Display Types

E-Paper Technology Benefits & Limitations

E-paper displays have been adopted as a primary technology to present real-time information at bus stops as the technology does not require a large amount of power to operate. Additionally, e-paper displays are extremely customizable. The layout and content can be formatted based on the agency's preferences with the option to present line maps, QR codes, images and more.

This format of display is great for customers that would like more custom content and a nicer layout, however if the location gets cold in the winter, the functionality of the screen may struggle. Below -20C (-4F), the display begins to present "ghosting" and readability becomes challenging. By -25C (-13F), the display can no longer update. For this reason, we have included cold weather LCD displays in section 8.4 for locations that consistently see winter temperatures below the standard operating threshold of E-paper.

Photos of the various e-paper display sizes that we offer have been included in the proposal PDF. More sizes and configurations may be available in the future.

E-Paper Display Form Factors

Below are the form factors for e-paper displays proposed. Specification sheets of each display have been included in the appendices. The final dimensions, weights and look in the specification sheets and highlighted below are estimates as housings, mounting configurations may be different for each project. Sample photos and renderings have been provided in the full proposal PDF.

13" E-Paper Display

Available in portrait or landscape Approx. Size: 12.7" x 18" x 4.75" Approx. Weight: 25 lbs

28" E-Paper Display Available in portrait or landscape Approx. Size: 31.5" x 12.4" x 8.5" Approx. Weight: 44 lbs

32" E-Paper Display Available in portrait or landscape Approx. Size: 19" x 40.5" x 7" Approx. Weight: 45 lbs

42" E-Paper Display Available in portrait or landscape Approx. Size: 39.5" x 30.7" x 7" Approx. Weight: 94 lbs

LCD Display Technology Benefits and Limitations

Our high-visibility LCD displays are optimized for transit agencies operating in extreme weather conditions. They ensure clear, easy-to-read updates regardless of the climate. The display offers excellent visibility in all lighting conditions while maintaining energy efficiency. A low power option designed to perform reliably in extremely cold weather conditions as low as -40°F/-40°C, LCD displays provide continuous real-time information with dusk to dawn backlighting to enhance readability.

LCD displays are a cost-effective solution ideal for agencies in cold climates where epaper may not be an ideal solution. LCD display screens are not as customizable in terms of layout however they make up for it with their reliability through winter. These displays may be the preference for northern member agencies such as in Canada. For Example, Vancouver British Columbia has implemented 300+ LCD displays from Axentia on their bus rapid transit (BRT) lines.

LCD Display Form Factors

Below are the form factors for LCD displays proposed. Specification sheets of each display have been included in the appendices. The final dimensions, weights and look in the specification sheets and highlighted below are estimates as housings, mounting configurations may be different for each project. Sample photos and renderings have been provided in the full proposal PDF.

3-Row LCD Display Approx. Size: 16" x 19.3" x 2" Approx. Weight: 22 lbs

5-Row LCD Display

Approx. Size: 20.7" x 19.3" x 2" Approx. Weight: 33 lbs

Within this RFP category there may be subcategories of solutions. List subcategory titles that best describe your products and services

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Our proposed solutions specifically address Section E - "Real-time Smart Transit Displays and Equipment" of the Passenger and Crowd Flow Management Solutions RFP. As presented in the other sections, we are uniquely qualified to fulfill this section of the RFP.

Bid Number: RFP 022525

Vendor Name: Urban Solar Inc

Table 78: Depth and 8readth 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	C Yes No	N/A	*
79	Passenger dwell, occupancy, and service level monitoring, automatic passenger counting (APC)	C Yes C No	N/A	*
80	Queue management, wait times, foot fall traffic patterns and analytics, asset utiliziation	C Yes ⓒ No	N/A	*
81	Unusual behavior detection and incident monitoring	C Yes C No	N/A	*
82	Real-time Smart Transit Displays and Equipment	♠ Yes♠ No	As presented through our proposal, Urban Solar is uniquely qualified to perform this scope of the RFP. Awarding this section to Urban Solar will drive additional traffic to the agreement and increase the overall impact of the RFP to your members.	*
83	3D vision and Al sensors for people & vehicle movement	C Yes C No	N/A	
84	Traffic flow dividers, panels and stanchions	C Yes ⓒ No	N/A	
85	Electronic and mobile check-in kiosks	C Yes ← No	N/A	

Exceptions to Terms, Conditions, or Specifications Form

Only those Proposer Exceptions to Terms, Conditions, or Specifications that have been accepted by Sourcewell have been incorporated into the contract text.

Documents

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

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

- Pricing FINAL Urban Solar Sourcewell Contract Pricing.pdf Monday March 03, 2025 15:57:30
- <u>Financial Strength and Stability</u> Urban Solar Financial Stability Reference Tolar Manufacturing.pdf Monday March 03, 2025 15:58:38
- Marketing Plan/Samples (optional)
- WMBE/MBE/SBE or Related Certificates (optional)
- Standard Transaction Document Samples (optional)
- Requested Exceptions (optional)
- <u>Upload Additional Document</u> Final Urban Solar Response Sourcewell Passenger and Crowd Flow Management Solutions and Related Products.pdf Monday March 03, 2025 16:01:05

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. Eben Lindsey, President, Urban Solar 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	₩.	1
Addendum 3 Passenger and Crowd Flow Management RFP 022525 Tue February 18 2025 07:19 AM	₩.	3
Addendum 2 Passenger and Crowd Flow Management RFP 022525 Fri February 14 2025 08:21 AM	<u></u> ✓	7
Addendum 1 Passenger and Crowd Flow Management RFP 022525 Tue February 11 2025 08:13 AM	₩	2