

## ***Proposed Sole Source Purchase: Document 2023-02 -Proprietary Specialty Software***

The Mid-Region Council of Governments intends to make a purchase for which it believes there is no competition. This will be a "Sole Source" purchase made in accordance with State of New Mexico 13-1-126 NMSA 1978. The purpose of this notice is to attempt to identify possible alternatives.

### ***How to Comment/Respond***

Any potential vendor who does not agree that this product or service is available only from the intended source must contact this office within fifteen (30) calendar days from the date posted.

Your response must be in writing and a description of the product or service you are offering as an equivalent must be included.

Please send your response, via e-mail by sending an email to [ppino@mrcog-nm.gov](mailto:ppino@mrcog-nm.gov). Please reference the Document Number of the Sole Source/Emergency Procurement you have interest in.

A sole source **determination** is not effective until the **sole source request for determination** has been posted for thirty (30) calendar days without challenge, and subsequently approved in writing by the MRCOG Chief Procurement Officer.

I. Name of Agency: Mid-Region Council of Government

Agency Chief Procurement Officer: Phil Pino

Telephone Number: 505-247-1750

II. Name of prospective Contractor: Ecopia Tech Corporation

Address of prospective Contractor: 440-101 College Street Toronto, Ontario, Canada M5G 1L7

Amount of prospective contract: \$60,000, with option to update for \$30,000 after next ortho-photography acquisition (2026).

Term of prospective contract: Annual

III. Please thoroughly list the services (scope of work), construction or items of tangible personal property of the prospective contract:

Ecopia will provide the GIS data product features listed in the table below across the designated area of interest ("AOI") derived from Customer Imagery (the "**Products**").

Product Features	<ul style="list-style-type: none"> <li>- Sidewalk Centerlines (with Width)</li> <li>- Driveway Polygons (with width)</li> <li>- Intersection Detail (Control Type + Area)</li> <li>- Turning Lanes</li> </ul>
AOI	MRCOG_AOI_2022.shp
Timeline	60 days from receipt of imagery

IV. Provide a detailed, sufficient explanation of the reasons, qualifications, proprietary rights or unique capabilities of the prospective contractor that makes the prospective contractor **the one source** capable of providing the required professional service, service, construction or item(s) of tangible personal property. (Please do not state the source is the "best" source or the "least costly" source. Those factors do not justify a "sole source.")

Response –

Ecopia is the only professional commercial service we know of who can produce high-quality geographic object-based image analysis data products including the features we are interested in,

and who have an established customer base of other regional planning organizations such as ours. Please see attached supporting letter from Ecopia's Vice President for more details on their singular qualifications.

- V. Provide a detailed, sufficient explanation of how the professional service, service, construction or item(s) of tangible personal property is/are **unique and how this uniqueness is substantially related to the intended purpose of the contract**.

Response –

Using high-definition ortho-rectified aerial imagery and proprietary software design, Ecopia can identify and digitize geographic features such as sidewalks, points of access to roadways such as driveways, and intersection details with sufficient accuracy to enable us to use geographic information system to spatially analyze and assess the safety and functionality of existing infrastructure design conditions and identify priority investment areas. Ecopia provides online visualization of these features in easy-to-read and shareable formats that we expect will be of value to our member government agency partners.

- VI. Explain why other similar professional services, services, construction or item(s) of tangible personal property **cannot** meet the intended purpose of the contract.

Response –

Ecopia is a uniquely experienced and proven provider of geographic object-based image analysis data products, and the only service we know of who can deliver the features we are interested in within the timeframe we need to be on schedule to complete work contributing to our next long range transportation plan update.

- VII. Provide a narrative description of the agency's due diligence in determining the basis for the procurement, including procedures used by the agency to conduct a review of available sources such as researching trade publications, industry newsletters and the internet; reviewing telephone books and other advertisements; contacting similar service providers; and reviewing the State Purchasing Agent's vendor list. Include a list of businesses contacted (**do not state that no other businesses were contacted**), date of contact, method of contact (telephone, mail, e-mail, other), and documentation demonstrating an explanation of why those businesses could not or would not, under any circumstances, perform the contract; or an explanation of why the agency has determined that no businesses other than the prospective contractor can perform the contract.

Response –

MRMPO staff have been to multiple conferences over the years where sponsoring vendor companies are positioned to showcase their services, and we have never encountered another offering the service and products that Ecopia provides. After doing some research, we located a few companies that could potentially deliver similar data products and reached out to them for more information and cost estimates, but have received no responses over a week later.

- 4/3/23 - emailed request for estimate to Land Info. Received no reply.

- 4/4/23 used website contact forms to request estimates of Satellite Imaging Corp. and Hexagon. Received no response from either company as of 4/18/23.

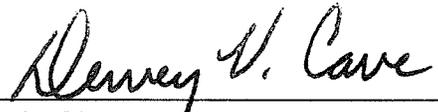
Certified by:

Date: 5-1-2023

  
\_\_\_\_\_  
Chief Procurement Officer

Agency Approval by:

Date: 5-1-2023

  
\_\_\_\_\_  
Executive Director, Dewey V. Cave



April 18, 2023

Mid Region Council of Governments

Dear Procurement Official:

Ecopia Tech Corporation (Ecopia AI) is pleased to provide the Mid-Region Council of Governments' (MRCOG) information pertaining to the proprietary nature of Ecopia's vector basemap extraction capabilities.

The National Oceanic and Atmospheric Association (NOAA) has been using Ecopia basemap data since 2019 to support the Coastal Change Management Program (C-CAP) on a national level. Ecopia's proprietary visual extraction engine combines next-generation A.I. with an in-house group of expert map annotators to digitize aerial imagery at unmatched accuracy and cost-efficiency. A link to the national program that discusses our selection can be found here: <https://www.geospatialworld.net/news/noaa-awards-10-million-in-contracts-to-ecopia-ai/>

Ecopia's basemap data:

- Leverages training data from CoGs from +12 states
- Next Generation Segmentation and Vector extraction capabilities from 3-band aerial imagery
- Semi-automated process, reviewed by 3 layers of geospatial experts
- On-line quality control web browser to confirm the accuracy of Ecopia's results
- GeoJSON/GeoDTB/Shapefile.format to align with current Mid-Region Council internal software

Ecopia has built a unique, proprietary extraction method and is wholly owned by the original founders. No other vendors can provide Ecopia's transportation basemap solution and we do not use third-party vendors to produce our solution. Ecopia's vector basemaps are specifically designed to identify transportation features at scale to aid in planning safer, more equitable communities.

Reference links to additional Sole Source customers around the US:

1. [Ecopia Supports San Bernadino's Transportation Authority with Multi-Modal Analyses](#)
2. [Illinois Department of Transportation \(IDOT\) Maps Transportation across the state with Ecopia](#)
3. [Southeastern Michigan Council of Government uses Ecopia Data to map pedestrian infrastructure](#)

Regards,

Bill Singleton – Vice President



**CUSTOMER AGREEMENT  
COVER SHEET**

This Customer Agreement (the "Agreement") is between Ecopia Tech Corporation ("Ecopia"), and the "Customer" identified below. This Agreement governs Ecopia's provision of services or products to the Customer. This Agreement consists of this Cover Sheet, the Product Terms and Conditions (attached as Schedule A), and the license agreement noted below in Schedule A and attached as Schedule B.

<b>Customer</b>	Mid-Region Council of Government
<b>Primary Contacts</b>	<b>Ecopia</b> <b>Address:</b> 440-101 College Street Toronto, Ontario, Canada M5G 1L7. <b>Contact Name:</b> Bill Singleton <b>Phone:</b> 604-360-3016 <b>Email:</b> bill@ecopiatech.com
	<b>Customer</b> <b>Company Name:</b> Mid-Region Council of Governments <b>Address:</b> 809 Copper Avenue NW. Albuquerque, NM 87102 <b>Contact Name:</b> Sagert Sheets <b>Phone:</b> (505) 724-3655 <b>Email:</b> ssheets@mrcog-nm.gov
<b>Effective Date</b>	The Effective Date of this Agreement is the date of the last signature below.
<b>Products</b>	See Schedule A
<b>Fees</b>	See Schedule A
<b>License Terms</b>	See Schedule B
<b>Payment Instructions</b>	Beneficiary name: Ecopia Tech Corporation Beneficiary address*: 440-101 College Street Toronto, Ontario, Canada M5G 1L7 Beneficiary Account Number: 003024824003489 Beneficiary Bank: Royal Bank of Canada Beneficiary Bank Address: 32 Duke Street West, Kitchener, Ontario, Canada N2H 3W4 Beneficiary Bank SWIFT: ROYCCAT2 Intermediary Bank ABA: 021000021

This Order Form is subject to and governed by the terms and conditions of the End User License Agreement attached hereto as Schedule B and incorporated by reference in its entirety. Together, this order form, the specific terms in Schedule A and the End User License Agreement constitute the "**Agreement**". Capitalized terms not otherwise defined in this order form have the meaning ascribed to them in the End User License Agreement. And by signing below, each party acknowledges that it has read and understood the terms of this Agreement as set out in the table above and agrees to be bound by this Agreement.

<b><u>SIGNED FOR:</u></b>	<b><u>SIGNED FOR: Ecopia Tech Corporation</u></b>
<u>Signature:</u>	<u>Signature:</u>
<u>Print Name:</u>	<u>Print Name: Jon Lipinski</u>
<u>Title:</u>	<u>Title: President</u>
<u>Date:</u>	<u>Date:</u>



**SCHEDULE A  
PRODUCTS AND CONDITIONS**

1. **DESCRIPTION OF PRODUCTS.** Ecopia will provide the product features listed in the table below across the designated area of interest (“AOI”) derived from Customer Imagery (the “Products”).

<b>Product Features</b>	- Sidewalk Centerlines (w. Width) - Driveway Polygons (w. width) - Intersection Detail (Control Type + Area) - Turning Lanes
<b>AOI</b>	MRCOG_AOI_2022.shp
<b>Fees</b>	\$60,000 USD Option to update: \$30,000 in Year 2
<b>Timeline</b>	60 days from receipt of imagery

2. **DELIVERY OF PRODUCT.** The Products will be delivered in a shapefile vector map format and made available to Customer.
3. **FEES.** Total fees due for the license to the Products and any related services set out in this Schedule A will be the amount(s) listed in the table in Section 1 (“Description of Products”) above, payable in USD unless otherwise specified, exclusive of any applicable tax. The fees shall be invoiced upon delivery of the Products, and payment will be due 30 days after invoice date.
4. **TIMELINE.** The Product will be delivered within the period of time listed in the table in Section 1 (“Description of Products”) above, subject to the availability of the applicable imagery.
5. **GRANT OF LICENSE.** Subject to the license agreement in Schedule B, the type and Term of Customer’s license will be:
- (a) *Type. End User Shared Internal License.*
  - (b) *Term. Perpetual.*
  - (c) *End Users. The “End User” for the purposes of the End User License Agreement of Schedule B, shall be interpreted as all Jurisdictions and Municipalities within the Mid-Region Council of Government’s region. Authorized Users may include contractors conducting work on behalf of any of these End Users.*

Ecopia will maintain ownership, and all associated right, title, and interest in the Products and of all technology used for the generation of the Products.

6. **PRESS RELEASE.** The parties shall jointly approve and publish a press release or public statements relating to the products and transactions contemplated in this Agreement no later than 30 days after the Effective Date. Thereafter, each party may freely republish and redistribute the contents of this press release without further approval from the other party



7. **COUNTERPARTS.** This Agreement may be executed in one or more counterparts, each of which when executed will be deemed to be an original but all of which taken together will constitute one and the same Agreement.
8. **INTERPRETATION.** The Cover Sheet, this Schedule A, and Schedule B are intended to be interpreted harmoniously. However, if there is any conflict between the terms of these Product Terms and Conditions and the terms of the End User License Agreement of Schedule B, these Product Terms and Conditions will control.
9. **SPECIAL TERMS.**
- 9.1 **GRANT OF LICENSE.** Section 1 (Grant of License) of the End User License Agreement is removed and replaced in its entirety with the following:

Subject to Customer's compliance with this End User License Agreement and the Product Terms and Conditions to which this End User License Agreement is attached, including, without limitation, payment of all applicable fees, during the Term, Ecopia grants to Customer and its Authorized Users the following licenses:

- (a) store, access, evaluate, reproduce, and use the Product solely for End User's Internal Use;
- (b) create Derivatives of the Product, and store, evaluate, reproduce, and use those Derivatives, all solely for End User's Internal Use; and
- (c) display Derivatives on a public-facing platform, in a view only, non-downloadable format.

Customer is responsible for ensuring that its Authorized Users comply with these License Terms, and Customer is liable for the acts and omissions of its Authorized Users.



**SCHEDULE B  
END USER LICENSE AGREEMENT**

The applicable End User License Agreement is available at: <https://www.ecopiatech.com/eula>  
*Ecopia may update these End User License Terms from time to time*