

**Solicitation Number: RFP #080321****CONTRACT**

This Contract is between Sourcewell, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 (Sourcewell) and Parkeon, Inc., dba Flowbird, 40 Twosome Drive, Suite 7, Moorestown, NJ 08057 (Supplier).

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

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

**1. TERM OF CONTRACT**

- A. **EFFECTIVE DATE.** This Contract is effective upon the date of the final signature below.
- B. **EXPIRATION DATE AND EXTENSION.** This Contract expires October 7, 2025, unless it is cancelled sooner pursuant to Article 22. This Contract may be extended one additional year upon the request of Sourcewell and written agreement by Supplier.
- C. **SURVIVAL OF TERMS.** Notwithstanding any expiration or termination of this Contract, all payment obligations incurred prior to expiration or termination will survive, as will the following: Articles 11 through 14 survive the expiration or cancellation of this Contract. All rights will cease upon expiration or termination of this Contract.

**2. EQUIPMENT, PRODUCTS, OR SERVICES**

- A. **EQUIPMENT, PRODUCTS, OR SERVICES.** Supplier will provide the Equipment, Products, or Services as stated in its Proposal submitted under the Solicitation Number listed above.

Supplier's Equipment, Products, or Services Proposal (Proposal) is attached and incorporated into this Contract.

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

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

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

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

### **3. PRICING**

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

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

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

**A. SHIPPING AND SHIPPING COSTS.** All delivered Equipment and Products must be properly packaged. Damaged Equipment and Products may be rejected. If the damage is not readily apparent at the time of delivery, Supplier must permit the Equipment and Products to be

returned within a reasonable time at no cost to Sourcewell or its Participating Entities. Participating Entities reserve the right to inspect the Equipment and Products at a reasonable time after delivery where circumstances or conditions prevent effective inspection of the Equipment and Products at the time of delivery. In the event of the delivery of nonconforming Equipment and Products, the Participating Entity will notify the Supplier as soon as possible and the Supplier will replace nonconforming Equipment and Products with conforming Equipment and Products that are acceptable to the Participating Entity.

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

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

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

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

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

#### **4. PRODUCT AND PRICING CHANGE REQUESTS**

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

- Identify the applicable Sourcewell contract number;
- Clearly specify the requested change;
- Provide sufficient detail to justify the requested change;

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

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

## **5. PARTICIPATION, CONTRACT ACCESS, AND PARTICIPATING ENTITY REQUIREMENTS**

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

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

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

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

## **6. PARTICIPATING ENTITY USE AND PURCHASING**

A. **ORDERS AND PAYMENT.** To access the contracted Equipment, Products, or Services under this Contract, a Participating Entity must clearly indicate to Supplier that it intends to access this Contract; however, order flow and procedure will be developed jointly between Sourcewell and Supplier. Typically, a Participating Entity will issue an order directly to Supplier or its authorized subsidiary, distributor, dealer, or reseller. If a Participating Entity issues a purchase order, it may use its own forms, but the purchase order should clearly note the applicable Sourcewell

contract number. All Participating Entity orders under this Contract must be issued prior to expiration or cancellation of this Contract; however, Supplier performance, Participating Entity payment obligations, and any applicable warranty periods or other Supplier or Participating Entity obligations may extend beyond the term of this Contract.

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

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

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

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

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

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

## **7. CUSTOMER SERVICE**

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

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

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

## **8. REPORT ON CONTRACT SALES ACTIVITY AND ADMINISTRATIVE FEE PAYMENT**

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

The Report must contain the following fields:

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

B. ADMINISTRATIVE FEE. In consideration for the support and services provided by Sourcewell, the Supplier will pay an administrative fee to Sourcewell on all Equipment, Products, and Services provided to Participating Entities. The Administrative Fee must be included in, and not added to, the pricing. Supplier may not charge Participating Entities more than the contracted price to offset the Administrative Fee.

The Supplier will submit payment to Sourcewell for the percentage of administrative fee stated in the Proposal multiplied by the total sales of all Equipment, Products, and Services purchased

by Participating Entities under this Contract during each calendar quarter. Payments should note the Supplier's name and Sourcewell-assigned contract number in the memo; and must be mailed to the address above "Attn: Accounts Receivable" or remitted electronically to Sourcewell's banking institution per Sourcewell's Finance department instructions. Payments must be received no later than 45 calendar days after the end of each calendar quarter.

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

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

## **9. AUTHORIZED REPRESENTATIVE**

Sourcewell's Authorized Representative is its Chief Procurement Officer.

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

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

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

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

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

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

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

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

## **11. INDEMNITY AND HOLD HARMLESS**

Supplier must indemnify, defend, save, and hold Sourcewell and its Participating Entities, including their agents and employees, harmless from any claims or causes of action, including attorneys' fees incurred by Sourcewell or its Participating Entities, arising out of any act or omission in the performance of this Contract by the Supplier or its agents or employees; this indemnification includes injury or death to person(s) or property alleged to have been caused by some defect in the Equipment, Products, or Services under this Contract to the extent the Equipment, Product, or Service has been used according to its specifications. Under no circumstances will Supplier be liable for consequential or indirect damages of any nature. Sourcewell's responsibility will be governed by the State of Minnesota's Tort Liability Act (Minnesota Statutes Chapter 466) and other applicable law.

## **12. GOVERNMENT DATA PRACTICES**

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

## **13. INTELLECTUAL PROPERTY, PUBLICITY, MARKETING, AND ENDORSEMENT**

### **A. INTELLECTUAL PROPERTY**

1. *Grant of License.* During the term of this Contract:

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

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

3. *Use; Quality Control.*

- a. Neither party may alter the other party's trademarks from the form provided and must comply with removal requests as to specific uses of its trademarks or logos.
- b. Each party agrees to use, and to cause its Permitted Sublicensees to use, the other party's trademarks only in good faith and in a dignified manner consistent with such party's use of the trademarks. Upon written notice to the breaching party, the breaching party has 30 days of the date of the written notice to cure the breach or the license will be terminated.

4. As applicable, Supplier agrees to indemnify and hold harmless Sourcewell and its Participating Entities against any and all suits, claims, judgments, and costs instituted or recovered against Sourcewell or Participating Entities by any person on account of the use of any Equipment or Products by Sourcewell or its Participating Entities supplied by Supplier in violation of applicable patent or copyright laws.

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

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

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

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

#### **14. GOVERNING LAW, JURISDICTION, AND VENUE**

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

#### **15. FORCE MAJEURE**

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

#### **16. SEVERABILITY**

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

#### **17. PERFORMANCE, DEFAULT, AND REMEDIES**

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

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

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

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

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

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

## 18. INSURANCE

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

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

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

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

Minimum limits:

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

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

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

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

Minimum Limits:

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

\$1,000,000 Personal and Advertising Injury

\$2,000,000 aggregate for Products-Completed operations

\$2,000,000 general aggregate

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

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

Minimum Limits:

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

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

Minimum Limits:

\$2,000,000

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

Minimum limits:

\$1,000,000 per occurrence

\$1,000,000 annual aggregate

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

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

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

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

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

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

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

## **19. COMPLIANCE**

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

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

## **20. BANKRUPTCY, DEBARMENT, OR SUSPENSION CERTIFICATION**

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

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

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

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

- A. EQUAL EMPLOYMENT OPPORTUNITY. Except as otherwise provided under 41 C.F.R. § 60, all contracts that meet the definition of “federally assisted construction contract” in 41 C.F.R. § 60-1.3 must include the equal opportunity clause provided under 41 C.F.R. §60-1.4(b), in accordance with Executive Order 11246, “Equal Employment Opportunity” (30 FR 12319, 12935, 3 C.F.R. §, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, “Amending Executive Order 11246 Relating to Equal Employment Opportunity,” and implementing regulations at 41 C.F.R. § 60, “Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor.” The equal opportunity clause is incorporated herein by reference.
- B. DAVIS-BACON ACT, AS AMENDED (40 U.S.C. § 3141-3148). When required by federal program legislation, all prime construction contracts in excess of \$2,000 awarded by non-federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. § 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 C.F.R. § 5, “Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction”). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-federal entity must report all suspected or reported violations to the federal awarding agency. The contracts must also include a provision for compliance with the Copeland “Anti-Kickback” Act (40 U.S.C. § 3145), as supplemented by Department of Labor regulations (29 C.F.R. § 3, “Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States”). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-federal entity must report all suspected or reported violations to the federal awarding agency. Supplier must be in compliance with all applicable Davis-Bacon Act provisions.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

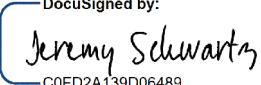
S. PROHIBITION ON CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT. To the extent applicable, Supplier certifies that during the term of this Contract it will comply with applicable requirements of 2 C.F.R. § 200.216.

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

## 22. CANCELLATION

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

Sourcewell

DocuSigned by:  
  
By: Jeremy Schwartz C0FD2A139D06489...  
Title: Chief Procurement Officer  
Date: 10/4/2021 | 9:09 PM CDT

Parkeon, Inc., dba Flowbird

DocuSigned by:  
  
By: Ronald Kroes D82EBCB40487478...  
Title: Chief Financial Officer  
Date: 10/7/2021 | 2:58 PM EDT

Approved:

DocuSigned by:  
  
By: Chad Coauette 7E42B8F817A64CC...  
Title: Executive Director/CEO  
Date: 10/7/2021 | 2:00 PM CDT

# RFP 080321 - Parking Management Systems with Related Equipment, Supplies, and Services

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## Vendor Details

Company Name: Parkeon, Inc.

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

Address: 40 Twosome Drive, Ste 7

Moorestown, NJ 08057

Contact: Sean Renn

Email: sean.renn@flowbird.group

Phone: 856-234-8000 395

Fax: 856-234-7178

HST#: 010778174

## Submission Details

Created On: Friday July 23, 2021 15:46:40

Submitted On: Tuesday August 03, 2021 06:51:46

Submitted By: Sean Renn

Email: sean.renn@flowbird.group

Transaction #: ddc2b981-e03b-48b0-8d66-fccf94665171

Submitter's IP Address: 76.116.238.25

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**Specifications****Table 1: Proposer Identity & Authorized Representatives**

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

| Line Item | Question   | Response *   |
|-----------|--|--|
| 1         | Proposer Legal Name (one legal entity only): (In the event of award, will execute the resulting contract as "Supplier")  | Parkeon, Inc.  |
| 2         | Identify all subsidiary entities of the Proposer whose equipment, products, or services are included in the Proposal.  | Cale America, Inc. is a sister company under the same parent company (Flowbird SAS) as Parkeon, Inc.   |
| 3         | Identify all applicable assumed names or DBA names of the Proposer or Proposer's subsidiaries in Line 1 or Line 2 above.   | Both Parkeon, Inc. and Cale America, Inc. are doing business as Flowbird.  |
| 4         | Proposer Physical Address:   | 40 Twosome Drive, Ste 7, Moorestown, NJ 08057  |
| 5         | Proposer website address (or addresses):   | <a href="https://www.flowbird.group/smartcity/us/">https://www.flowbird.group/smartcity/us/</a>  |
| 6         | Proposer's Authorized Representative (name, title, address, email address & phone) (The representative must have authority to sign the "Proposer's Assurance of Compliance" on behalf of the Proposer and, in the event of award, will be expected to execute the resulting contract): | Ronald Kroes<br>Chief Financial Officer<br>Parkeon, Inc. dba Flowbird<br>40 Twosome Drive, Ste 7<br>Moorestown, NJ 08057<br><a href="mailto:ronald.kroes@flowbird.group">ronald.kroes@flowbird.group</a><br>856-234-8000 ext. 397    |
| 7         | Proposer's primary contact for this proposal (name, title, address, email address & phone):  | Sean Renn<br>Vice President of Marketing & Communications<br>Parkeon, Inc. dba Flowbird<br>40 Twosome Drive, Ste 7<br>Moorestown, NJ 08057<br><a href="mailto:sean.renn@flowbird.group">sean.renn@flowbird.group</a><br>856-220-1577 |
| 8         | Proposer's other contacts for this proposal, if any (name, title, address, email address & phone):   | Benoit Reliquet<br>President<br>Parkeon, Inc. dba Flowbird<br>40 Twosome Drive, Ste 7<br>Moorestown, NJ 08057<br><a href="mailto:benoit.reliquet@flowbird.group">benoit.reliquet@flowbird.group</a><br>856-234-8000                  |

**Table 2: Company Information and Financial Strength**

| Line Item | Question | Response * |
|-----------|----------|------------|
|-----------|----------|------------|

|    |   |  |
|----|---|--|
| 9  | <p>Provide a brief history of your company, including your company's core values, business philosophy, and industry longevity related to the requested equipment, products or services.</p>   | <p>Flowbird is one of the largest providers of parking solutions in the world. The roots of our company go back over 50 years when we developed and deployed our first parking meter in Europe. We launched our US operations over 25 years ago, bringing the concept of on-street multi-space parking systems to American cities like New York, Aspen, and Portland.</p> <p>In January 2018, Parkeon and Cale merged together to change the urban mobility landscape and reinforced its position of Global Worldwide Leader in Urban Intelligence and Mobility. Together we have more than 100 combined years of experience in the parking industry with systems in more than 70 countries. With more than 1,300 employees around the globe, the company has an annual revenue of over \$300 million.</p> <p>Many of the largest municipalities, universities, and transit agencies around the globe utilize Flowbird systems. Our solutions are present in over 5,000 cities worldwide. In the United States, we have over 900 clients including some of the country's most iconic cities - Austin, Boston, Chicago, Las Vegas, Los Angeles, Miami, New York, and Philadelphia.</p> <p>Technology is a dynamic and vibrant environment that changes continuously. Managing that change with our clients has always been our strength. We solve Smart City and Smart Campus challenges going well beyond the concept of parking. We design and build complete ecosystems with strong Business to Business and Business to Consumer components covering a wide variety of services like:</p> <ul style="list-style-type: none"> <li>• Managing technology convergence: On Street, Off Street Parking and Transportation</li> <li>• Simplifying mobility to citizens by helping drivers to find a space using real time occupancy analytics</li> <li>• Collecting and sharing mobility data in real time through our Open Data Analytics platform</li> <li>• Global and Digital approach in managing user rights and digital permits including data correlations for optimum dynamic pricing strategies</li> <li>• Reinforced communication: Pushing local information to residents and visitors</li> <li>• Invigorating downtown commerce through hyper-local advertising and validation campaigns</li> </ul> <p>Our mission is to facilitate the individual journey and maximize a city's mobility potential, while considering all city stakeholders and end-user experiences. Through our devices, elite service platform, and our teams, we enable a new era for maximizing urban harmony and value throughout the city's core.</p> <p>Our core values, also known as our Golden Rules, are as follows:</p> <p>We care about our clients<br/>We value those who buy and those who use our products and services. We do what we promise, we follow-up on customer visits, we share client information with our colleagues. Our roadmap starts with our clients' inputs.</p> <p>We care about our people<br/>Fun is important. We develop our people through coaching, training and annual reviews. We communicate with each other.</p> <p>Rigor and team work<br/>Decisions are made following rigorous processes with formal decision points. All stakeholders are consulted and informed - across regions and functions.</p> <p>Managers are role models<br/>Managers are professional, modest, listening, informed and respect our rules. They are accountable for client satisfaction and business performance.</p> <p>Our rights<br/>The right to make a mistake. The right to ask for help. The right to be listened to.</p> <p>Our responsibilities<br/>Openness and honesty. Respect for one another. Implementing a decision once it has been taken. Strong business ethics.</p> |
| 10 | <p>What are your company's expectations in the event of an award?</p>   | <p>We expect to use this contract to help our clients and potential clients to procure smart parking solutions without having to go through an RFP process. Our sales and marketing teams will be very well informed about the benefits of utilizing this contract and we anticipate that it will be a strong tool to grow our business.</p>   |
| 11 | <p>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.</p> | <p>Flowbird is very financially stable, with revenue coming from both hardware and software solutions provided to various markets. Our annual revenues are over \$300 million each year. Our diverse portfolio includes:</p> <ul style="list-style-type: none"> <li>• Parking meters and pay stations for cities, universities, Parks &amp; Rec (e.g. National and State Parks) and transit agencies</li> <li>• Electronic validators for transit agencies used on and off board buses, streetcars, etc.</li> <li>• Mobile payments for parking and transit</li> <li>• Digital services (e.g. cloud based reporting, digital permits, electronic validations)</li> </ul> <p>Flowbird has systems in over 70 countries worldwide and we are always entering new territories to expand our reach. Our clients include some of the largest agencies in the world and we provide valuable services to millions of users each day.</p> <p>Our annual report with audited financial statements can be found in the supporting documents section.</p>   |
| 12 | <p>What is your US market share for the solutions that you are proposing?</p>   | <p>Flowbird is proposing a few different parking solutions. Our multi-space meter solution is our most popular solution and we have an 80% market share in the United States.</p>  |
| 13 | <p>What is your Canadian market share for the solutions that you are proposing?</p>   | <p>Flowbird is proposing a few different parking solutions. Our multi-space meter solution is our most popular solution and we have a 60% market share in Canada.</p>  |
| 14 | <p>Has your business ever petitioned for bankruptcy protection? If so, explain in detail.</p>   | <p>No.</p>   |

|    |   |  |
|----|---|--|
| 15 | <p>How is your organization best described: is it a manufacturer, a distributor/dealer/reseller, or a service provider? Answer whichever question (either a) or b) just below) best applies to your organization.</p> <p>a) If your company is best described as a distributor/dealer/reseller (or similar entity), provide your written authorization to act as a distributor/dealer/reseller for the manufacturer of the products proposed in this RFP. If applicable, is your dealer network independent or company owned?</p> <p>b) If your company is best described as a manufacturer or service provider, describe your relationship with your sales and service force and with your dealer network in delivering the products and services proposed in this RFP. Are these individuals your employees, or the employees of a third party?</p> | <p>Flowbird is a manufacturer and service provider. We employ over 80 team members in the US including a sales/marketing team of 11 employees. The majority of our employees work out of our Clearwater, FL office or Moorestown, NJ office. We have sales team members, field technicians, and project managers located across the country. Our team supports our distribution network of over 20 companies in the US and 1 main distributor in Canada.</p> |
| 16 | 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.   | Flowbird holds business licenses in most states and in many client cities where a license is required to do business. The main certification that agencies require for parking solutions is PCI-DSS certification which is a payment security certification. Flowbird is PCI-DSS Level 1 v3.2 certified.   |
| 17 | Provide all "Suspension or Debarment" information that has applied to your organization during the past ten years.  | We have no suspension or debarment information to report.  |

**Table 3: Industry Recognition & Marketplace Success**

| Line Item | Question   | Response *  |
|-----------|--|---|
| 18        | Describe any relevant industry awards or recognition that your company has received in the past five years   | <p>Several of Flowbird clients have received industry awards based, in part, on the success of their Flowbird systems. These clients include:</p> <ul style="list-style-type: none"> <li>- City of Sacramento, CA: won 2016 California Parking Association Public Parking Program of the Year Award the same year that they launched Flowbird's SacPark parking reservations system.</li> <li>- Thomas Leathers, City of Durham: won 2017 National Parking Association Innovator of the Year Award, the same year the City of Durham launched paid on-street parking with Flowbird.</li> <li>- City of Paso Robles, CA: won Parking Today's 2020 Excellence in Technology and Innovation On-Street Award following the deployment of Flowbird pay stations, mobile application, and digital permits.</li> </ul> |
| 19        | What percentage of your sales are to the governmental sector in the past three years   | Approximately 80% of our sales are to the governmental sector (e.g. municipalities, county/state governments, transit agencies).  |
| 20        | What percentage of your sales are to the education sector in the past three years  | Approximately 15% of our sales are to the education sector (colleges and universities).   |
| 21        | List any state, provincial, or cooperative purchasing contracts that you hold. What is the annual sales volume for each of these contracts over the past three years?          | We are currently on the NCPA cooperative contract (approximately \$1 million in Flowbird sales) and the Metropolitan Area Planning Council (MAPC) contract for parking meters (approximately \$500,000 in Flowbird sales).  |
| 22        | 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? | Flowbird does not have any GSA contracts or SOSA.   |

**Table 4: References/Testimonials**

**Line Item 23.** Supply reference information from three customers who are eligible to be Sourcewell participating entities.

| Entity Name *                   | Contact Name *    | Phone Number *            |
|---------------------------------|-------------------|---------------------------|
| City of Durham, NC              | Thomas Leathers   | (919) 560-4157 ext. 36207 |
| City of Fort Worth, TX          | Peter Elliott     | (817) 392-7977            |
| City of Santa Fe, NM            | Noel Correia      | (505) 955-6611            |
| City of St. Pete Beach, FL      | Michelle Gonzalez | (727) 363-9213            |
| University of California-Merced | James Nardello    | (209) 228-5687            |

**Table 5: Top Five Government or Education Customers**

**Line Item 24.** Provide a list of your top five government, education, or non-profit customers (entity name is optional), including entity type, the state or province the entity is located in, scope of the project(s), size of transaction(s), and dollar volumes from the past three years.

| Entity Name                    | Entity Type * | State / Province *  | Scope of Work *  | Size of Transactions *               | Dollar Volume Past Three Years * |
|--------------------------------|---------------|---------------------|--|--------------------------------------|----------------------------------|
| Philadelphia Parking Authority | Government    | Pennsylvania - PA   | Parking pay stations and associated back-office services | 1,800 pay stations                   | \$11 million                     |
| City of Minneapolis            | Government    | Minnesota - MN      | Parking pay stations and associated back-office services | 700 pay stations                     | \$5.5 million                    |
| City of Detroit                | Government    | Michigan - MI       | Parking pay stations and associated back-office services | 285 pay stations<br>500 upgrade kits | \$3 million                      |
| Baltimore Parking Authority    | Government    | Maryland - MD       | Parking pay stations and associated back-office services | 400 pay stations                     | \$2.6 million                    |
| City of Raleigh                | Government    | North Carolina - NC | Parking pay stations and associated back-office services | 250 pay stations                     | \$1.7 million                    |

**Table 6: Ability to Sell and Deliver Service**

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 *  |
|-----------|--|---|
| 25        | Sales force.   | Flowbird employs 11 full time sales and marketing team members in the United States.  |
| 26        | Dealer network or other distribution methods.  | Flowbird has contracts with over 20 distribution partners in the United States and 1 exclusive dealer agreement in Canada.  |
| 27        | Service force.   | Flowbird employs over 80 team members in the United States. The majority of these team members are dedicated to operations (on-site technical support, help desk support, production, software customization, back-office management, administrative support).  |
| 28        | Describe the ordering process. If orders will be handled by distributors, dealers or others, explain the respective roles of the Proposer and others.  | Flowbird has direct clients as well as distributors that sell Flowbird solutions. In all cases, a purchase order is provided to Flowbird (either from the direct client or from the distributor) along with hardware and software customization forms to indicate exactly what is to be delivered to the client.  |
| 29        | 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.  | Flowbird and its distributors provide in-depth training to clients on the Flowbird solutions they procure. Typically clients will perform the day to day monitoring and maintenance of their systems (in some cases Flowbird or its distributors provide these tasks). If a client is not able to provide a solution to an issue or if they have a question, they contact our product support help desk. Flowbird provides troubleshooting and tech support via phone, email and chat Monday-Saturday 7am to 8pm EST. Additional support can be quoted as needed including 24/7/365 phone support with escalation protocols in place. |
| 30        | Describe your ability and willingness to provide your products and services to Sourcewell participating entities in the United States.   | Flowbird currently provides our products and services across the United States. Our solutions can be found in 48 out of the 50 states, including Alaska and Hawaii. We have field support technicians in strategic locations (California, Colorado, Florida, Indiana, Maryland, Michigan, New Jersey, New York, Texas and Washington) to provide excellent on-site support. This team, in addition to our distribution network of over 20 distributors, provides us with nationwide coverage.   |
| 31        | Describe your ability and willingness to provide your products and services to Sourcewell participating entities in Canada.  | Flowbird has an exclusive distributor, Precise ParkLink ( <a href="http://www.preciseparklink.com">www.preciseparklink.com</a> ). Precise has been a long term partner (over 15 years) for Flowbird and they have over 30 years experience in the parking industry. Precise has over 700 employees in Canada with 13 offices, including their corporate headquarters in Toronto.  |
| 32        | Identify any geographic areas of the United States or Canada that you will NOT be fully serving through the proposed contract.   | We will serve all of the United States and Canada.  |
| 33        | Identify any Sourcewell participating entity sectors (i.e., government, education, not-for-profit) that you will NOT be fully serving through the proposed contract. Explain in detail. For example, does your company have only a regional presence, or do other cooperative purchasing contracts limit your ability to promote another contract? | We do not have any restrictions on where we can promote Sourcewell.   |
| 34        | Define any specific contract requirements or restrictions that would apply to our participating entities in Hawaii and Alaska and in US Territories.   | No.   |

**Table 7: Marketing Plan**

| Line Item | Question   | Response *   |
|-----------|--|--|
| 35        | Describe your marketing strategy for promoting this contract opportunity. Upload representative samples of your marketing materials (if applicable) in the document upload section of your response. | <p>We at Flowbird will be very excited to receive word if we are chosen as a Sourcewell contract vendor. However, we understand that for the program to be able to be considered a success, the Flowbird team will need to take the lead in the sales process. We will immediately train our sales people to recognize potential Sourcewell opportunities, to give our team a listing of accounts to pursue and to strategize and to close new public institutions in a very short period of time. Our marketing department will produce collateral material to help support these sales efforts. We will track our successes and learn from our losses. Our goal will be to make the new Flowbird contract a win-win-win for the public institutions, for Sourcewell as well as for Flowbird. Our hope is that we will show continued growth in sales during our quarterly business reviews.</p> <p>Upon award of the new Sourcewell Parking Management Systems with Related Equipment, Supplies and Services contract, Flowbird will work with our strategic consultant (NSI) to help implement the agreement, answer any questions that might arise and serve as a general information resource. We will strategize with your team to develop marketing materials that will help Flowbird to land new accounts quickly. NSI will also assist in the training of the sales force initially after award as well as for the life of the contract when new reps are hired.</p> <p>NSI has a nationwide network of more than 2,500 state and local consultants, covering all 50 states, any municipality with a population of over 50,000, the largest 100 school districts, public higher education, and various public authorities - such as utilities, transit, and airports. These top state and local consultants provide Flowbird with strong on-the-ground relationships, real-time insight and a unique understanding of the dynamics and inner workings of their local governments and state agencies. Our plan is to have the consultants offer an introduction to selected Sourcewell members for the Flowbird sales representatives throughout the United States. In addition, a separate NSI network exists in Canada and will perform a similar role. The goal will be to reach a large majority of the Sourcewell entities in a relatively short period of time so that Flowbird can greatly increase their sales in these government markets shortly after contract award.</p> <p>As part of the marketing process, NSI will work with Flowbird to strategize the trade shows (post Covid) where Sourcewell members will be in attendance. These may include NIGP (National Institute of Governmental Procurement, Inc.), NASPO (National Association of State Procurement Officials), NAEP (National Association of Educational Procurement), ASBO (Association of School Business Officials International), and AASHE (The Association for the Advancement of Sustainability in Higher Education.) NSI will also assist in evaluating which of these events should be attended nationally, regionally, as well as locally, offer booth design ideas and messaging, and suggest giveaway items.</p> |
| 36        | Describe your use of technology and digital data (e.g., social media, metadata usage) to enhance marketing effectiveness.  | We are typically utilizing blast emails to databases that we've built over time from various sources (list services, trade show lists, etc). We also use LinkedIn as a tool and will use it to promote Sourcewell.   |
| 37        | In your view, what is Sourcewell's role in promoting contracts arising out of this RFP? How will you integrate a Sourcewell-awarded contract into your sales process?                                | We would anticipate having a webinar with our sales team and a Sourcewell representative so each team member fully understands the benefits to our company and its clients. We are also happy to present at any meetings/webinars hosted by the Sourcewell team.   |
| 38        | Are your products or services available through an e-procurement ordering process? If so, describe your e-procurement system and how governmental and educational customers have used it.            | No, each parking system involves some level of customization (either hardware or software) for our customers so e-procurement is not available.  |

**Table 8: Value-Added Attributes**

| Line Item | Question  | Response *  |
|-----------|---|---|
| 39        | 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.                                    | For all new implementations, clients receive on-site equipment training from Flowbird or a Flowbird distributor as well as training on the back-office management system. Initial training is included in the equipment and installation costs. Refresher training is quoted upon request.  |
| 40        | Describe any technological advances that your proposed products or services offer.  | Flowbird parking pay stations feature a large full color touch screen display as an option, providing a payment experience similar to that of using a smart phone. The touch display allows for clients to include city information (e.g. info on local businesses, events, etc). Contactless payments are also an available option.<br><br>Our Flowbird app provides a unique user experience with options for adding parking reservations, events searches, as well as services outside of parking such as payment for transit fares or micro-mobility services (e.g. bikes, scooters).   |
| 41        | Describe any "green" initiatives that relate to your company or to your products or services, and include a list of the certifying agency for each.   | For over 20 years, Flowbird has utilized solar technology to power our pay stations and parking meters. This saves cities tremendous amounts of money when it comes to batteries and electrical costs, and is a strong green initiative because it reduces battery waste and reliance on the energy grid.<br><br>The pay stations also utilize recyclable ticket stock and can be programmed to offer a no receipt or text receipt option to reduce paper consumption.<br><br>Additionally, at the end of its lifecycle, the pay station and its components are over 90% recyclable.  |
| 42        | Identify any third-party issued eco-labels, ratings or certifications that your company has received for the equipment or products included in your Proposal related to energy efficiency or conservation, life-cycle design (cradle-to-cradle), or other green/sustainability factors. | Certain electronic components are CE certified (European UL equivalent) and our circuit breaker box carries the UL logo.<br><br>In compliance with directive 2012/19 and its adaptations to the law of each European Union member state, Flowbird undertakes to organize the collection, treatment, and recovery of its equipment at the end of its service life.<br><br>The recycling and recovery rates given by the directive 2012/19 are respected by the Flowbird products. The calculations are carried out in accordance with ISO 22628.   |
| 43        | Describe any Women or Minority Business Entity (WMBE), Small Business Entity (SBE), or veteran owned business certifications that your company or hub partners have obtained. Upload documentation of certification (as applicable) in the document upload section of your response.    | Flowbird does not directly have WMBE, SBE or veteran owned business certifications, however, we have incorporated companies with these certifications on many past projects.  |
| 44        | 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?  | Flowbird and our products/services are unique for the following reasons:<br><ul style="list-style-type: none"> <li>- We have the most experience of any on-street parking solutions provider, giving our clients the benefit of our market knowledge and industry best practices to help guide their decision making.</li> <li>- Flowbird is very financially stable (over \$300 million in annual revenues) and we are continuing to expand our operations while some competitors are downsizing.</li> <li>- We invest over \$25 million per year in research and development to keep our products and solutions up to date with the latest technology and trends. Additionally, we have a dedicated US based development team.</li> <li>- Flowbird has a distribution network of over 20 companies which are leaders in their local areas. These companies are trained on selling and supporting Flowbird products and solutions, providing a local knowledge base to nearby clients.</li> <li>- Our products and solutions are proven in all climates and environments, not only in the US and Canada, but across the globe. This gives prospects assurance that our solutions will work well in their City/University.</li> <li>- Our pay stations are the preferred pay station option in the United States and Canada because of their reliability, ability to stand up to vandalism, user experience (easy and quick transaction flow with optional full color touch displays), with a powerful, yet simple to use, back-office reporting platform.</li> <li>- Proven long life batteries on our pay stations and meters made possible with our solar recharging system that provides low power management.</li> <li>- Our systems are ultra secure: anti-skimming card reader/bezel design, PCI-DSS Level 1 v3.2 certification, SSAE 16 compliant, EMV and P2PE credit card processing options</li> <li>- Our mobile payment app is integrated into the same back-office management platform as our pay stations and meters to give clients on consolidated reporting system.</li> <li>- Our mobile payment app goes beyond basic parking on-street payments by providing off-street reservations, transit payments, and payments for mobility services.</li> <li>- We offer an open platform that is integrated with the leading providers of parking enforcement, license plate recognition, and mobile payments. We have standard APIs in place ready to integrate with new vendors when necessary.</li> </ul> |

**Table 9A: Warranty**

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

| Line Item | Question  | Response *  |
|-----------|---|---|
| 45        | Do your warranties cover all products, parts, and labor?  | Flowbird's standard warranty covers hardware only (see attachment). The pay stations, meters, and ticket vending machines come with a 1 years hardware warranty. Labor warranties can be proposed upon request.   |
| 46        | Do your warranties impose usage restrictions or other limitations that adversely affect coverage?   | The warranty does not include "wear and usage items" such as paper, batteries, etc. Any repair of damage resulting from acts of vandalism, accident (vehicle impact), failure in the electricity supply, operator error, (e.g. but not limited to: no ticket stock, no coin box fitted, wrong time/date) or the use of non-approved ticket stock on the Pay Station, or rust attack, is not covered under the warranty. |
| 47        | Do your warranties cover the expense of technicians' travel time and mileage to perform warranty repairs?   | Flowbird's standard hardware warranty does not cover labor and travel time. However, we can propose labor warranties that include travel time and mileage upon request.   |
| 48        | Are there any geographic regions of the United States or Canada (as applicable) for which you cannot provide a certified technician to perform warranty repairs? How will Sourcewell participating entities in these regions be provided service for warranty repair? | Flowbird has the capability to send a technician to all parts of the United States and Canada. However, because the pay stations have a plug and play design, Flowbird does not typically perform warranty repairs onsite. The clients send Flowbird the defective part and we send them a replacement. We train the clients' staff to replace the parts to help them save on labor costs.                              |
| 49        | Will you cover warranty service for items made by other manufacturers that are part of your proposal, or are these warranties issues typically passed on to the original equipment manufacturer?  | Flowbird will provide a hardware warranty for all equipment presented in our proposal.  |
| 50        | What are your proposed exchange and return programs and policies?   | The process involves the customer submitting an RMA (Return Material Authorization) to Flowbird and the defective part. Flowbird sends the replacement part to the customer.  |
| 51        | Describe any service contract options for the items included in your proposal.  | Service contracts can be proposed, however, we first receive the scope of work from the client and submit a proposal.   |

**Table 9B: Performance Standards or Guarantees**

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

| Line Item | Question   | Response *  |
|-----------|--|---|
| 52        | Describe any performance standards or guarantees that apply to your services                             | Please refer to the attached Connectivity and Services agreement for relevant terms and conditions. |
| 53        | Describe any service standards or guarantees that apply to your services (policies, metrics, KPIs, etc.) | Please refer to the attached Connectivity and Services agreement.                                   |

**Table 10: Payment Terms and Financing Options**

| Line Item | Question   | Response *  |
|-----------|--|---|
| 54        | Describe your payment terms and accepted payment methods?  | Payment terms are net 30. Acceptable payment methods are check or ACH deposit.  |
| 55        | Describe any leasing or financing options available for use by educational or governmental entities.   | Flowbird offers attractive, low interest, leasing options through various financial partners. We will provide a lease quotation for each clients or prospect with leasing requests. |
| 56        | Describe any standard transaction documents that you propose to use in connection with an awarded contract (order forms, terms and conditions, service level agreements, etc.). Upload a sample of each (as applicable) in the document upload section of your response. | Flowbird's standard service level agreement is attached, along with our standard order forms for hardware and software customization.   |
| 57        | 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?   | No, Flowbird does not accept the P-card procurement and payment process.  |

**Table 11: Pricing and Delivery**

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

| Line Item | Question  | Response *   |
|-----------|---|--|
| 58        | 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.                              | Our pricing model is based on providing a discount to Sourcewell participants. The discounts are shown on the attached price list.   |
| 59        | 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.  | Flowbird has provided a range of discounts as indicated on our price list.   |
| 60        | Describe any quantity or volume discounts or rebate programs that you offer.  | Additional discounts for the US market specifically will be considered for purchases starting at \$300,000.  |
| 61        | Propose a method of facilitating "sourced" products or related services, which may be referred to as "open market" items or "nonstandard options". For example, you may supply such items "at cost" or "at cost plus a percentage," or you may supply a quote for each such request.  | For any items not listed on our price sheet that we may have to source, we will supply a quotation for each such request.  |
| 62        | Identify any element of the total cost of acquisition that is NOT included in the pricing submitted with your response. This includes all additional charges associated with a purchase that are not directly identified as freight or shipping charges. For example, list costs for items like pre-delivery inspection, installation, set up, mandatory training, or initial inspection. Identify any parties that impose such costs and their relationship to the Proposer. | Flowbird has included all pricing necessary to procure our solution(s) and have them installed. The United States price list also includes monthly subscription fees for Flowbird's back-office parking management system which includes data hosting, reporting, cellular communications, and credit card gateway. Please contact Precise ParkLink, Flowbird's Canadian distributor for details on additional services. |
| 63        | 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 is included in the price list.  |
| 64        | Specifically describe freight, shipping, and delivery terms or programs available for Alaska, Hawaii, Canada, or any offshore delivery.   | Shipping is included in the price list for all of the US and Canada.   |
| 65        | Describe any unique distribution and/or delivery methods or options offered in your proposal.   | Flowbird typically ships our pay stations to client sites on pallets or we will ship to a distributor who will deliver the pay stations directly to the client site.   |

**Table 12: Pricing Offered**

| Line Item | The Pricing Offered in this Proposal is: *  | Comments   |
|-----------|---|--|
| 66        | b. the same as the Proposer typically offers to GPOs, cooperative procurement organizations, or state purchasing departments. | Note that much of our pricing is the same as we propose to other cooperatives. We have added new products/services that are not currently available through other cooperatives. For some product/services we adjusted for new local market considerations. |

**Table 13: Audit and Administrative Fee**

| Line Item | Question   | Response *  |
|-----------|--|---|
| 67        | Specifically describe any self-audit process or program that you plan to employ to verify compliance with your proposed Contract with Sourcewell. This process includes ensuring that Sourcewell participating entities obtain the proper pricing, that the Vendor reports all sales under the Contract each quarter, and that the Vendor remits the proper administrative fee to Sourcewell. Provide sufficient detail to support your ability to report quarterly sales to Sourcewell as described in the Contract template. | Flowbird's accounting department audits all purchases made through cooperative contracts. This includes analyzing all sales made each quarter and identifying which transactions are made through the cooperatives. On our order documents the Flowbird sales representative or distributor is responsible for marking the sales as a cooperative sale. This process has worked well for us and has been in place for many years with other cooperatives (e.g. NCPA, MAPC). |
| 68        | If you are awarded a contract, provide a few examples of internal metrics that will be tracked to measure whether you are having success with the contract.  | The Flowbird accounting department keeps track of all sales and where they originated. At all times they are able to provide a percentage of sales attributed to cooperatives contracts like Sourcewell.  |
| 69        | Identify a proposed administrative fee that you will pay to Sourcewell for facilitating, managing, and promoting the Sourcewell Contract in the event that you are awarded a Contract. This fee is typically calculated as a percentage of Vendor's sales under the Contract or as a per-unit fee; it is not a line-item addition to the Member's cost of goods. (See the RFP and template Contract for additional details.)   | For project sales below \$1 million we propose a fee of 1.5% of the net sales made through the Sourcewell cooperative agreement. For project sales \$1 million or above, we propose a fee of 1% of net sales made through the Sourcewell cooperative agreement.   |

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

| Line Item | Question   | Response *   |
|-----------|--|--|
| 70        | Provide a detailed description of the equipment, products, and services that you are offering in your proposal.                          | Flowbird is providing:<br>- Pay Stations<br>- Parking Meters<br>- Parking Access Revenue Control Equipment<br>- Mobile Payment Application<br>- Electronic Permitting Solution<br>- Associated Parking Management System<br><br>Please refer to the attached system overview document. |
| 71        | Within this RFP category there may be subcategories of solutions. List subcategory titles that best describe your products and services. | There are no applicable subcategories.   |

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

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

| Line Item | Category or Type  | Offered *  | Comments  |
|-----------|---|--|---|
| 72        | Parking meters, pay stations, and parking-related management or payment applications, platforms, or technologies  | <input checked="" type="radio"/> Yes<br><input type="radio"/> No | Flowbird is offering parking meters, pay stations, mobile payment applications, and a hosted parking management platform.   |
| 73        | Parking lot or parking ramp access controls, gates, and booths, and parking access and revenue control systems (PARCS)  | <input checked="" type="radio"/> Yes<br><input type="radio"/> No | Flowbird is proposing parking lot and parking ramp parking access and revenue control systems.  |
| 74        | Parking accessibility, permit, and enforcement solutions, including license plate readers, parking counters, mobility parking monitoring, parking permit management and tracking, and parking enforcement and citation technologies or applications | <input checked="" type="radio"/> Yes<br><input type="radio"/> No | Note that Flowbird is offering our electronic permit solution. We are not offering enforcement or license plate recognition systems directly in our proposal but our system can integrate with these solutions. |
| 75        | Equipment, supplies, and services related to the offering of the solutions in lines 71 - 73.  | <input checked="" type="radio"/> Yes<br><input type="radio"/> No | Flowbird offers spare parts and associated supplies for all equipment we supply.  |

#### 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](#) - Flowbird Price Sheets\_Sourcewell\_RFP #080321.pdf - Tuesday August 03, 2021 06:42:45
- [Financial Strength and Stability](#) - Flowbird Annual Report 2019.pdf - Monday August 02, 2021 13:29:54
- [Marketing Plan/Samples](#) - Flowbird Marketing Materials\_Brochures.pdf - Monday August 02, 2021 15:58:06
- WMBE/MBE/SBE or Related Certificates (optional)
- [Warranty Information](#) - Hardware Warranty Details\_Flowbird.pdf - Friday July 30, 2021 13:09:49
- [Standard Transaction Document Samples](#) - FLOWBIRD TRANSACTION FORMS.PDF - Friday July 30, 2021 15:50:02
- [Upload Additional Document](#) - Flowbird System Overview\_Sourcewell.pdf - Monday August 02, 2021 15:45:58

## Addenda, Terms and Conditions

### PROPOSER AFFIDAVIT AND ASSURANCE OF COMPLIANCE

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

1. The Proposer is submitting this Proposal under its full and complete legal name, and the Proposer legally exists in good standing in the jurisdiction of its residence.
2. The Proposer warrants that the information provided in this Proposal is true, correct, and reliable for purposes of evaluation for contract award.
3. The Proposer, including any person assisting with the creation of this Proposal, has arrived at this Proposal independently and the Proposal has been created without colluding with any other person, company, or parties that have or will submit a proposal under this solicitation; and the Proposal has in all respects been created fairly without any fraud or dishonesty. The Proposer has not directly or indirectly entered into any agreement or arrangement with any person or business in an effort to influence any part of this solicitation or operations of a resulting contract; and the Proposer has not taken any action in restraint of free trade or competitiveness in connection with this solicitation. Additionally, if Proposer has worked with a consultant on the Proposal, the consultant (an individual or a company) has not assisted any other entity that has submitted or will submit a proposal for this solicitation.
4. To the best of its knowledge and belief, and except as otherwise disclosed in the Proposal, there are no relevant facts or circumstances which could give rise to an organizational conflict of interest. An organizational conflict of interest exists when a vendor has an unfair competitive advantage or the vendor's objectivity in performing the contract is, or might be, impaired.
5. The contents of the Proposal have not been communicated by the Proposer or its employees or agents to any person not an employee or legally authorized agent of the Proposer and will not be communicated to any such persons prior to Due Date of this solicitation.
6. If awarded a contract, the Proposer will provide to Sourcewell Participating Entities the equipment, products, and services in accordance with the terms, conditions, and scope of a resulting contract.
7. The Proposer possesses, or will possess before delivering any equipment, products, or services, all applicable licenses or certifications necessary to deliver such equipment, products, or services under any resulting contract.
8. The Proposer agrees to deliver equipment, products, and services through valid contracts, purchase orders, or means that are acceptable to Sourcewell Members. Unless otherwise agreed to, the Proposer must provide only new and first-quality products and related services to Sourcewell Members under an awarded Contract.
9. The Proposer will comply with all applicable provisions of federal, state, and local laws, regulations, rules, and orders.
10. The Proposer understands that Sourcewell will reject RFP proposals that are marked "confidential" (or "nonpublic," etc.), either substantially or in their entirety. Under Minnesota Statutes Section 13.591, subdivision 4, all proposals are considered nonpublic data until the evaluation is complete and a Contract is awarded. At that point, proposals become public data. Minnesota Statutes Section 13.37 permits only certain narrowly defined data to be considered a "trade secret," and thus nonpublic data under Minnesota's Data Practices Act.
11. Proposer its employees, agents, and subcontractors are not:
  1. Included on the "Specially Designated Nationals and Blocked Persons" list maintained by the Office of Foreign Assets Control of the United States Department of the Treasury found at: <https://www.treasury.gov/ofac/downloads/sdnlist.pdf>;
  2. Included on the government-wide exclusions lists in the United States System for Award Management found at: <https://sam.gov/SAM/>; or
  3. Presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from programs operated by the State of Minnesota; the United States federal government or the Canadian government, as applicable; or any Participating Entity. Vendor certifies and warrants that neither it nor its principals have been convicted of a criminal offense related to the subject matter of this solicitation.

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

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

Yes  No

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

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

| File Name   | I have reviewed the<br>below addendum and<br>attachments (if<br>applicable) | Pages |
|---|---|-------|
| <p>There have not been any addenda issued for this bid.</p> |   |       |

**AMENDMENT #1**  
**TO**  
**SOURCEWELL CONTRACT #080321-PRK**

THIS AMENDMENT, effective upon the date of the last signature below, is by and between **Sourcewell** and **Parkeon, Inc., dba Flowbird, n/k/a Flowbird America, Inc.** (Supplier).

Sourcewell entered into a contract, 080321-PRK, with Supplier to provide Parking Management Systems with Related Equipment, Supplies, and Services, effective October 7, 2021, through October 7, 2026 (Contract).

On January 1, 2024, Supplier changed its name.

NOW, THEREFORE, the parties agree that the Supplier's name is changed from Parkeon, Inc., to Flowbird America Inc.

Except as amended, the Contract remains in full force and effect.

**Sourcewell**  
Signed by:



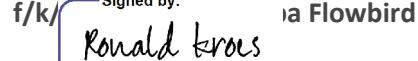
C0FD2A139D06489...

By:

Jeremy Schwartz, Chief Procurement Officer

Date: 8/27/2025 | 8:19 AM CDT

**Flowbird America, Inc.**  
Signed by:



6F85C556CEB5427...

By:

Ronald Kroes, Chief Financial Officer

Date: 8/27/2025 | 8:27 AM CDT